

# AGENDA

**Regular Meeting of the Bedford City Council  
Tuesday, September 27, 2011  
2000 Forest Ridge Drive  
Bedford, Texas 76021**

**Council Chambers Work Session 5:30 p.m.  
Council Chambers Regular Session 6:30 p.m.**

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

## CALL TO ORDER

## WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Present report on the FY 10/11 aquatics season.
- Present report on the 2011 City of Bedford Labor Day Blues & BBQ Festival.
- Discuss and set dates for Board and Commission interviews and dates for November and December Council meetings.

## EXECUTIVE SESSION:

To convene before the Regular Session, if time permits, in the conference room 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 – Sulpher Branch & SB-1.

## REGULAR SESSION 6:30 P.M.

## CALL TO ORDER/GENERAL COMMENTS

**INVOCATION (Pastor Charles Brown, St. Timothy Presbyterian Church)**

## 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

## COUNCIL RECOGNITION

1. Proclamation recognizing October 2011 as Crime Prevention Month in the City of Bedford.
2. Proclamation recognizing October 4, 2011 as the official day for National Night Out.



14. Consider a resolution authorizing the City Manager to renew the City's current contract with Dr. Roy Yamada, M.D., Fort Worth, Texas, to provide medical control services for the City of Bedford's emergency medical operations in the amount of \$17,500.
15. Consider a resolution amending the Public Information Policies and Procedures for the City of Bedford.
16. 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 6Stones Mission Network.
17. Consider a resolution authorizing the City Manager or their designee to execute an all cash contract of sale with William T. and Kathy Saurenmann for the purchase of fee simple property rights in land being all of Lot 7, Block 3, Shady Brook Addition with the physical address being 1105 Shady Oak Court, City of Bedford, Tarrant County Texas.
18. Consider a resolution authorizing the City Manager or their designee to execute an all cash contract of sale with James and Rebecca Moller for the purchase of fee simple property rights in land being all of Lot 6, Block 3, Shady Brook Addition with the physical address being 1101 Shady Oak Court, City of Bedford, Tarrant County Texas.
19. Consider a resolution authorizing the City Manager or their designee to execute an all cash contract of sale with Delvin and Rita Wiles for the purchase of fee simple property rights in land being all of Lot 5, Block 3, Shady Brook Addition with the physical address being 1100 Shady Oak Court, City of Bedford, Tarrant County Texas.
20. Consider a resolution authorizing the City Manager or their designee to execute an all cash contract of sale with Joilue Stebbins Martial Trust for the purchase of fee simple property rights in land being all of Lot 17R, Block 8, Kelmont Addition with the physical address being 1412 Donna Lane, City of Bedford, Tarrant County Texas.
21. Report on most recent meeting of the following Boards and Commissions:
  - ✓ Animal Control Board- Councilman Griffin
  - ✓ Animal Shelter Advisory Board- Councilman Griffin
  - ✓ Beautification Commission- Councilman Turner
  - ✓ Community Affairs Commission- Councilman Fisher
  - ✓ Cultural Commission- Councilman Champney
  - ✓ Library Board- Councilman Brown
  - ✓ Parks & Recreation Board- Councilman Griffin
  - ✓ Senior Citizen Advisory Board- Councilman Savage
  - ✓ Teen Court Advisory Board- Councilman Griffin
22. Council member reports
  - ✓ Councilman Griffin – Information about the public meeting in Colleyville last week regarding the improvements to the Cheek-Sparger and Jackson Road (Central Drive) intersection.
23. City Manager report
24. Take any action necessary as a result of the Executive Session.  
*(Any item on this posted agenda may be discussed in executive session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.)*

## **ADJOURNMENT**

**CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, September 23, 2011 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 should be requested forty-eight (48) hours prior to the scheduled starting time of a posted council meeting by calling 817.952.2101.)



# Council Work Session

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**PRESENTER:**

Leigh Morgan, Deputy Director Parks & Recreation

**ITEM:**

Present report on the FY 10/11 aquatics season.

**DISCUSSION:**

Staff will present a wrap-up report on the 2011 aquatics season.

**RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

N/A



# Council Work Session

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**PRESENTER:**

Wendy Hartnett, Special Events Coordinator

**ITEM:**

Present report on the 2011 City of Bedford Labor Day Blues & BBQ Festival.

**DISCUSSION:**

Staff will present a wrap-up report on the 2011 Labor Day Blues & BBQ Festival.

**RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

N/A



# Council Work Session

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## PRESENTER:

Beverly Griffith, City Manager

## ITEM:

Discuss and set dates for Board and Commission interviews and dates for November and December Council meetings.

## DISCUSSION:

There is need to schedule a Council Work Session to interview candidates for Bedford's Boards and Commissions. Generally, this Work Session has been scheduled in the latter part of November or the early part of December.

There is a need to discuss whether Council members would like to move the second meeting in November due to the Thanksgiving holidays. This is also a need to discuss whether Council members would like to move the meetings in December due to the Christmas holidays.

Attached for your convenience are calendars for the months of November and December.

## RECOMMENDATION:

N/A

## FISCAL IMPACT:

N/A

## ATTACHMENTS:

Calendars

# Council Calendar - November 2011

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	1	2	3 6:30p Parks & Rec OBS	4	5	6
7	8 6:30p City Council Meeting City Hall	9	10 11:00a HEB Chamber Luncheon First United Methodist Church – Hurst 7:00p P&Z City Hall	11	12	13
14	15	16 7:00p Library Board Library	17 5:30p Community Affairs Commission City Hall	18	19 8:00a Beautification Commission Workday Boys Ranch	20
21 6:00p ZBA City Hall 6:30p Beautification Commission OBS	22 6:30p City Council Meeting City Hall	23	24  Thanksgiving (City Holiday)	25  City Holiday	26	27
28	29	30				

# Council Calendar - December 2011

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
			1 6:30p Parks & Rec - CANCELLED	2 6:00p Holiday Tree Lighting OBS	3	4
5	6	7	8 11:00a HEB Chamber Luncheon First United Methodist Church – Hurst 7:00p P&Z City Hall	9	10	11
12	13 6:30p City Council Meeting City Hall	14	15 5:30p Community Affairs Commission City Hall	16	17	18
19 6:00p ZBA City Hall 6:30p Beautification Commission OBS	20	21 7:00p Library Board - CANCELLED	22 12:00p Employee Holiday Luncheon	23 City Holiday	24	25
26 City Holiday	27 6:30p City Council Meeting City Hall	28	29	30	31	



# Council Agenda Background

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## PRESENTER:

Jim Story, Mayor

## ITEM:

Proclamation recognizing October 2011 as Crime Prevention Month in the City of Bedford.

## DISCUSSION:

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

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

Police Chief Roger Gibson and Technical Sergeant Randy Gardner will be accepting this proclamation.

## RECOMMENDATION:

N/A

## FISCAL IMPACT:

N/A

## ATTACHMENTS:

Proclamation



CITY OF  
**BEDFORD**

# Proclamation

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

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

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

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

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

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

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

*NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council do hereby proclaim the month of October, 2011 as:*

## ***Crime Prevention Month***

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

*In witness whereof, I have hereunto set my hand and  
caused the seal of the City of Bedford to be affixed this  
27th day of September, 2011.*

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JIM STORY MAYOR  




# Council Agenda Background

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## PRESENTER:

Jim Story, Mayor

## ITEM:

Proclamation recognizing October 4, 2011 as the official day for National Night Out.

## DISCUSSION:

The 28th Annual National Night Out is a unique, inexpensive crime/drug prevention event that is scheduled for Tuesday, October 4, 2011.

National Night Out was designed to: (1) heighten crime and drug prevention awareness; (2) generate support for, and participation in, local anticrime efforts; (3) strengthen neighborhood spirit and police-community partnerships; and (4) send a message to criminals letting them know neighborhoods are organized and fighting back.

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

Police Chief Roger Gibson and Technical Sergeant Randy Gardner will be accepting the proclamation.

## RECOMMENDATION:

N/A

## FISCAL IMPACT:

N/A

## ATTACHMENTS:

Proclamation



CITY OF  
**BEDFORD**

# Proclamation

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

*WHEREAS, the 28<sup>th</sup> annual National Night Out Against Crime is a nation-wide event designed to promote neighborhood safety; and*

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

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

*NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council do hereby proclaim October 4, 2011, as:*

## ***National Night Out***

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

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this 27th day of September, 2011.*

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JIM STORY MAYOR  




# Council Agenda Background

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## PRESENTER:

Jim Story, Mayor

## ITEM:

Proclamation recognizing October 2011 as Fire Prevention Month in the City of Bedford.

## DISCUSSION:

Fire Prevention Month is a nationwide effort held each October to encourage Americans to take simple steps to prevent fire emergencies in their homes, businesses and schools. The goal of Fire Prevention Month is to increase public awareness about the importance of preparing for fire emergencies and to encourage individuals to take action. The Fire Department will host an Open House with live demonstrations and citizen interaction at the Central Fire Station, Saturday, October 22, 2011 from 10:00 a.m. until 2:00 p.m. The Fire Department will present fire safety and fire prevention programs in the schools. A fire prevention poster contest will follow, allowing over 4,000 students to enter and illustrate what they have learned from the programs.

The national fire prevention theme for 2011 is "It's Fire Prevention Month. Protect your Family from Fire."

Fire Chief James Tindell and Fire Marshal Joey Lankford will be accepting the proclamation.

## RECOMMENDATION:

N/A.

## FISCAL IMPACT:

N/A

## ATTACHMENTS:

Proclamation



CITY OF  
**BEDFORD**

# Proclamation

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

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

*WHEREAS, the 2011 Fire Prevention theme, "It's Fire Prevention Month. Protect your Family from Fire!" effectively serves to remind us all of the simple actions we can take to keep our homes and families safe from fire during Fire Prevention Week and year-round; and*

*WHEREAS, citizens are invited to the Bedford Fire Department's Open House, Saturday, October 22, 2011, 10 a.m. until 2 p.m. at the Central Fire Station with life and fire safety demonstrations, preparedness and prevention information, and fun for the whole family.*

*NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council do hereby proclaim the month of October 2011, as:*

## ***Fire Prevention Month***

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

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this 27th day of September, 2011.*

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JIM STORY MAYOR  




# Council Agenda Background

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## PRESENTER:

Beverly Griffith, City Manager

## ITEM:

Employee Service Recognition

## DISCUSSION:

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

- |                 |          |                    |
|-----------------|----------|--------------------|
| • Melvin Hardy  | 5 years  | Fire Department    |
| • Ryan Stovall  | 5 years  | Fire Department    |
| • Joseph Hnizdo | 5 years  | Development        |
| • Kyle Petrick  | 5 years  | Public Works       |
| • Gary Clopton  | 10 years | Support Services   |
| • Joseph Sisco  | 15 years | Community Services |
| • Debi Johnson  | 15 years | General Government |

## RECOMMENDATION:

N/A

## FISCAL IMPACT:

N/A

## ATTACHMENTS:

N/A



# Council Agenda Background

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## PRESENTER AND ITEM:

- Teresa Berendowsky, 1900 Wimbledon Drive, Bedford, TX 76021 – Requested to speak to the Council regarding the complaints against Ohana Residential on 9/13/11.
- Duane Buuck, Mid-Cities Care Corps, 745 W. Pipeline Road, Hurst, TX 76053 – Requested to speak to the Council to present an overview of Mid-Cities Care Corps.

## DISCUSSION:

N/A

## RECOMMENDATION:

N/A

## FISCAL IMPACT:

N/A

## ATTACHMENTS:

Letters of Request

## Jakubik, Megan

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**From:** Wells, Michael  
**Sent:** Wednesday, September 14, 2011 3:31 PM  
**To:** Jakubik, Megan  
**Subject:** FW: City Counsel Meeting 09/27/11

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**From:** Teresa Berendowsky  
**Sent:** Wednesday, September 14, 2011 3:25 PM  
**To:** Wells, Michael  
**Subject:** City Counsel Meeting 09/27/11

Michael,

I would like to speak at the next City Council Meeting 9/27/11, regarding the complaints against Ohana Residential on 9/13/11.

Thank you,

Teresa Berendowsky  
1900 Wimbledon Drive  
Bedford Tx 76021  
817-793-5373

## Jakubik, Megan

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**From:** Wells, Michael  
**Sent:** Tuesday, September 20, 2011 12:28 PM  
**To:** Jakubik, Megan  
**Subject:** FW: Mid-Cities Care Corps request for Sept 27th Council meeting

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**From:** Director  
**Sent:** Tuesday, September 20, 2011 11:10 AM  
**To:** Wells, Michael  
**Cc:** Office Manager Mid-Cities Care Corps  
**Subject:** Mid-Cities Care Corps request for Sept 27th Council meeting

Michael,

Mid-Cities Care Corps (MCCC) is a non-profit 501(c)3 that participated in the Bedford Blues Festival. Mayor Jim Story visited our display at the Blues Festival and during that conversation of our mission and services Mayor Story requested I contact you to schedule an opportunity to share an overview of MCCC with the Bedford City Council at an upcoming city council meeting. Per our phone conversation, I am requesting an opportunity to be part of the agenda for Tuesday, September 27<sup>th</sup> beginning at 6:30 P.M. to present a 10 minute overview of MCCC .

As background, MCCC is currently celebrating its 30<sup>th</sup> Anniversary in 2011. Our non-profit was established in 1981 with a mission "to preserve the independence of senior neighbors in N.E. Tarrant County" which includes Bedford. Services provided by MCCC include:

- **Transportation:** *To routine medical appointments and quality of life drives on weekends*
- **Helping Hands:** *Assist seniors with minor home repairs, wheelchair ramps, Adopt-A-Yard, and group work days*
- **TLC Phone Friends:** *Friendship-centered social network through regular peer interaction via telephone and occasional face-to-face visits (Talking, Listening, Communicating)*
- **Holiday Outreach:** *Provide gifts and food baskets to "young at heart" seniors during the holidays*

Services are provided to senior neighbors age 65 and older, 60 plus with a disability. MCCC does not income or charge for services provided. All services are provided by caring volunteers. Additional insight is available by visiting our website at [www.midcitiescarecorps.org](http://www.midcitiescarecorps.org).

I look forward to the opportunity to share insight regarding MCCC with the Council and how our mission and services touch senior neighbors in Bedford and the area. I would appreciate confirmation this request can be accommodated on Sept. 27<sup>th</sup> session and am available to provide any additional information required.

Sincerely,  
Duane E. Buuck  
Executive Director  
Phone: 817-282-0531



# Council Agenda Background

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**PRESENTER:**

Michael Wells, City Secretary

**ITEM:**

Consider approval of the following City Council minutes:  
a) September 13, 2011 regular meeting

**DISCUSSION:**

N/A

**RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Minutes

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:30 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 13th day of September, 2011 with the following members present:

Jim Story	Mayor
Chris Brown	Council Members
Ray Champney	
Roger Fisher	
Jim Griffin	
Roy Savage	
Roy W. Turner	

constituting a quorum.

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Director of Administrative Services
Roger Gibson	Police Chief
John Kubala	Public Works Director
Jill McAdams	Human Resources Director
Mirenda McQuagge-Walden	Managing Director of Community Services
Maria Redburn	Library Manager
Bill Syblon	Development Director
James Tindell	Fire Chief

### **CALL TO ORDER**

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

### **WORK SESSION**

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

Council discussed placing the following items on consent: 5, 6, 7, and 8.

### **EXECUTIVE SESSION:**

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

- a) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments.
- b) Pursuant to Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Zoning for group homes.

- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to 6Stones, L.L.C.
- d) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block A, Lot 1, Park Place Restaurant Addition. (Amended Item)
- e) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property – Sulpher Branch & SB-1.

Council convened into Executive Session pursuant to the Texas Government Code regarding Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments; Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Zoning for group homes; Section 551.087, deliberation regarding economic development negotiations relative to 6Stones, L.L.C.; Section 551.087, deliberation regarding economic development negotiations relative to Block A, Lot 1, Park Place Restaurant Addition; and Section 551.072, to deliberate the purchase, exchange, lease or value of real property – Sulpher Branch & SB-1 at 5:34 p.m.

Council reconvened from Executive Session at approximately 6:40 p.m.

Any necessary action to be taken as a result of the Executive Session will occur during the regular session of the Bedford City Council Meeting.

#### **REGULAR SESSION 6:30 P.M.**

The Regular Session began at 6:43 p.m.

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

Mayor Story called the meeting to order.

#### **INVOCATION (Senior Pastor Marty Akins, First Baptist Church of Bedford)**

Senior Pastor Marty Akins of First Baptist Church of Bedford gave tonight's invocation.

#### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was given.

#### **OPEN FORUM**

Nobody chose to speak under tonight's Open Forum.

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

Motioned by Councilman Champney, seconded by Councilman Turner, to approve the following items by consent: 5, 6, 7 and 8.

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

#### **PERSONS TO BE HEARD**

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

- Pamela Stroud, 1820 Wimbleton Drive, Bedford, TX 76021 – Requested to speak to the Council regarding a complaint about 1900 Wimbleton Drive.

Pamela Stroud, 1820 Wimbleton Drive, spoke to Council regarding the Ohana Residential Home facility

at 1900 Wimbledon Drive. She stated that per the Fire Department, the facility has been inspected to have up to 12 people. She is worried that with the services they offer, and the number of cars and traffic that can entail, there would be a gigantic mess. She has talked with Representative Todd Smith's office, who stated that the state may have passed a law allowing these facilities but it is up to the City Council to put restrictions on the law. The HOA's can also be restrictive, but the Bedford Estates HOA is not strong enough to enforce it. In speaking with the agency that oversees these facilities, the only thing they can do is license the facility if they serve more than three people. She spoke with a person in North Richland Hills, who stated that their new codes were not to address this particular facility but businesses in general. She also wanted to make a correction to the minutes of when she spoke at the July 26, 2011 meeting. The minutes stated that she said that Ohana had left North Richland Hills due to the number of cars. What she did say was that Ohana had been in North Richland Hills but were no longer there maybe having to do with the number of cars. She then spoke about a run-in with the person who runs the facility and her daughter. She also was upset about an incident where a person who had died was removed from the facility by ambulance.

Ms. Stroud requested that the City Council enact something that will restrict this type of business from easily setting up. One way to do so is by simply addressing the number of cars. She and her husband are the most severely affected due to the parking that can get out of control and traffic. In speaking with some realtors, she was told this could affect her property value.

Council stated that, at this time, they did not have enough information regarding this issue and that the City Attorney and City staff were looking into Federal, State, and local laws that have to do with this type of facility.

### **APPROVAL OF THE MINUTES**

#### **2. Consider approval of the following City Council minutes:**

- a) August 23, 2011 regular meeting**
- b) August 30, 2011 special meeting**

Motioned by Councilman Champney, seconded by Councilman Turner, to approve the minutes of the August 23, 2011 regular meeting.

Motion approved 6-0-1. Mayor Story declared the motion carried. Councilman Griffin abstained due to not being present at the meeting.

Motioned by Councilman Griffin, seconded by Councilman Fisher, to approve the minutes of the August 30, 2011.

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

### **NEW BUSINESS**

#### **3. Consider and act upon an ordinance adopting the annual budget for the City of Bedford, Texas for the fiscal period of October 1, 2011 through September 30, 2012; levying taxes for 2011; providing for intra-fund and/or intra-departmental transfers; providing for investment of idle funds; and declaring an effective date.**

Administrative Services Director Cliff Blackwell presented the Fiscal Year 2011/2012 budget for Council's consideration. The proposed budget is \$56,982,035, which is over \$1M less than the current year's budget. It is made up of 18 separate funds with the General Fund at \$26,822,951 or 47% of the total, which is \$412,000 less than the current year's budget. There are supplemental requests in the amount of \$466,000. There is no increase in full-time staffing or capital outlay purchases. This is a balanced budget. The proposed tax rate is \$0.504329 per \$100.00 valuation, or \$0.012 more than current tax rate. The majority of the increase is tied to the increase in debt service due to the bond issuance Council recently approved.

Motioned by Councilman Champney, seconded by Councilman Savage, to move that property taxes be increased by the adoption of a tax rate of \$0.504329 per \$100.00 valuation; and approve an ordinance adopting the annual budget for the City of Bedford, Texas for the fiscal year October 1, 2011 through September 30, 2012 with the amendment to add \$10,000 to the General Fund for the City's share of the 6Stones CPR Program, which funds will come from the surplus left over from this year.

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

Voting in favor of the motion: Mayor Story, Councilman Fisher, Councilman Savage, Councilman Griffin, Councilman Champney, and Councilman Turner.

Voting in opposition to the motion: Councilman Brown.

**4. Consider a resolution to ratify the property tax increase as reflected in the 2011/2012 City of Bedford Program of Services (Budget).**

Administrative Services Director Cliff Blackwell stated this item is necessary due to legislation from the State regarding open disclosure. Property tax increases have to be ratified as a separate motion.

Motioned by Councilman Savage seconded by Councilman Champney, to approve a resolution to ratify the property tax increase as reflected in the 2011/2012 City of Bedford Program of Services (Budget).

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

Voting in favor of the motion: Mayor Story, Councilman Fisher, Councilman Savage, Councilman Griffin, Councilman Champney, and Councilman Turner.

Voting in opposition to the motion: Councilman Brown.

**5. Consider an ordinance amending the City of Bedford Code of Ordinances, Chapter 82, "Offenses and Miscellaneous Provisions," Article III, "Smoking," by amending Section 82-72, "Prohibited in Certain Areas," in its entirety; providing for a penalty; providing a severability clause; and providing an effective date.**

This item was approved by consent.

**6. Consider a resolution accepting the City of Bedford Investment Policy.**

This item was approved by consent.

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

This item was approved by consent.

**8. Consider a resolution authorizing the payment to the City of North Richland Hills, in the amount of \$26,036.40, to provide continuous maintenance for subscriber radios and auxiliary equipment to obtain maximum performance.**

This item was approved by consent.

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

- ✓ **Animal Control Board- Councilman Griffin**

No report was given.

✓ **Animal Shelter Advisory Board- Councilman Griffin**

No report was given.

✓ **Beautification Commission- Councilman Turner**

Councilman Turner reported that another Crud Cruiser event is coming up and the date for it will be announced shortly. The Crud Cruiser, which runs twice a year, allows residents to dispose of items such as paint and turpentine, which are not allowed to be put out for the regular trash pickup.

✓ **Community Affairs Commission- Councilman Fisher**

Councilman Fisher stated that the next meeting of the Commission is this Thursday, September 15, at City Hall. The Commission is currently working on residential and business roundtables as well as getting churches involved. They are also working on a green energy fair.

✓ **Cultural Commission- Councilman Champney**

Councilman Champney is pleased to announce that the first meeting of the Commission is on Tuesday, September 20 at City Hall at 6:30 p.m. He is excited about the Commission from a planning standpoint and for future development in the City.

✓ **Library Board- Councilman Brown**

Councilman Brown recognized Ralph Chaney, who has served as Chairperson of the Board since 2007. Mr. Chaney has tendered his resignation as of tomorrow, to focus on different things such as being more involved with the Citizen's Police Academy Alumni Association. Councilman Brown stated that he will be missed and thanks Mr. Chaney for his time and dedication.

✓ **Parks & Recreation Board- Councilman Griffin**

Councilman Griffin reported that the Board is continuing to work on bringing Council information on a Bedford dog park. Members of the Board handed out flyers at the Dog SPLASH Day event last Saturday, asking participants to provide input to the Board about their interest in the dog park.

✓ **Senior Citizen Advisory Board- Councilman Savage**

Councilman Savage reported that a benefits fair will be held at the Senior Center on Friday, September 16 from 10:00 a.m. to 3:00 p.m.

✓ **Teen Court Advisory Board- Councilman Griffin**

Councilman Griffin reported that the Board has scheduled a special meeting for a Saturday to work on some Teen Court issues.

**10. Council member reports**

No other reports were given.

**11. City Manager report**

City Manager Beverly Griffith stated that the City has received notice from the City of Colleyville that they are inviting citizens to a public meeting at 7:00 p.m. on Thursday, September 15 at their library. There will be discussion on their 10 year capital improvement program, which includes street improvements at the intersection of Cheek-Sparger and Jackson (Central Drive). Public Works Director John Kubala will be in attendance at that meeting.

**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 Story adjourned the meeting at 7:19 p.m.

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Jim Story, Mayor

ATTEST:

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Michael Wells, City Secretary



# Council Agenda Background

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## PRESENTER:

Clifford Blackwell, Administrative Services Director

## ITEM:

Consider an ordinance amending the City of Bedford Code of Ordinances Appendix A, Schedule of Fees by updating fees imposed by the City for the rental of certain City facilities and/or furniture, for the provision of certain services; containing a savings clause; repealing all ordinances in conflict herewith; and providing for an effective date.

## DISCUSSION:

The following, details the proposed changes to the City's Fee Ordinance. All of the changes to the attached Ordinance are HIGHLIGHTED.

### FIRE DEPARTMENT – TEMPORARY TENT PERMITS (page 17)

The Fire Department's proposed changes to the temporary fee permit is to provide a fee structure that recoups the City's cost to inspect the tent without unduly burdening the applicant. Currently, the City charges \$30.00 for a permit lasting 1-10 days. Each day after this, the citizen or business is charged an additional \$15.00 that the temporary tent will be in place. In isolated incidents, this can cause the total fee to be an excessive amount. For example, the fee charged for a tent permit during summer day camp at the Airport YMCA, under the current schedule would be \$1,305. Changing the fee schedule would make the cost \$120 for the same time period. In most cases, the tent permit is issued in conjunction with a special events permit.

The proposed fees would be \$30 for the first 30 days the temporary tent is in place. For each additional 30 days, or portion thereof, an additional \$30 would be charged. Yearly, the Fire Department permits an average of 15 temporary tents. Of those, only 20% exceed the proposed 30 day permit time frame.

By changing the fee schedule the city would be comparable to our neighboring cities. The anticipated revenues from the amended fees are considered to be additional items to the City's overall revenue budget.

### FIRE DEPARTMENT – ALL ADDITIONAL PERMIT FEES (page 18)

There are no changes in these fees. The only change is to reference the 2009 edition of the International Fire Code which was adopted by Council at the August 9, 2011 meeting.

### LIBRARY (pages 18-19)

The purpose of the proposed change in the library fines/fees is to adjust the meeting room rentals to charge a flat fee of \$25 for HEB non-profits. The Library Board approved this change to the Library's Meeting Room policy due to the impact these rentals have on staff time. The potential revenue impact is projected to be \$625.

### RECREATION (pages 23-27)

All of the recreation fees have been presented to and approved by the Parks & Recreation Board prior to the City Council Meeting.



**FISCAL IMPACT:**

The fiscal impact is as follows:

General Fund Revenue	\$5,816
Tourism Fund Revenue	\$2,025

**ATTACHMENTS:**

Ordinance

ORDINANCE NO. 11-

AN ORDINANCE AMENDING CITY OF BEDFORD CODE OF ORDINANCES APPENDIX A, SCHEDULE OF FEES, BY UPDATING FEES IMPOSED BY THE CITY FOR THE ISSUANCE OF LICENSES AND PERMITS, THE PROVISION OF CERTAIN SERVICES AND INSPECTIONS; CONTAINING A SAVINGS CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

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

SECTION 1. That the City of Bedford Code of Ordinances Appendix A, Schedule of Fees, is hereby amended in its entirety to read as follows:

**ADMINISTRATION**

**ENGINEERING**

Plan Review	\$200.00
Inspection Fee	4% of the cost
construction of the public portion of street, drainage, water and/or sanitary sewer improvements in private construction projects.	

**PLANNING AND ZONING**

Final plat	\$100.00 + \$25.00 per lot
Final plat filing fee	\$75.00 + \$3.50 for each additional Mylar
Preliminary plat	\$100.00 + \$25.00 per lot
Replat	\$100.00 + \$25.00 per lot
Replat filing fee	\$75.00 + \$3.50 for each additional mylar
Site plan	\$205.00 + 205.00 each acre over one
Zoning application	\$205.00 + 205.00 each acre over one
Zoning Board of Adjustment Application	\$100.00
Variance	\$100.00
Special Exception	\$100.00
Special Event Permits	\$100.00 application fee plus the actual cost of city personnel up to \$50.00 per hour, per employee and the actual cost of city equipment up to \$75.00 per hour. Parades, runs of 5 kilometers in distance or less and marches that are six hours or less which are sponsored by the

**ORDINANCE NO. 11-**

**Hurst-Euless-Bedford Independent School District or non-profit groups, as recognized by the Federal or State government, will be exempt from all special event application fees and reimbursement charges.**

<b>Outside Sales or Storage of Merchandise</b>	<b>\$100.00</b>
<b>Gas Well Permit</b>	<b>\$10,000.00</b>
<b>Annual Gas Well Inspection</b>	<b>\$2,500.00</b>

**VITAL STATISTICS**

<b>Birth certificate</b>	<b>\$23.00 for each certified copy</b>
<b>Death certificate</b>	<b>\$21.00 for the first copy</b>
	<b>\$4.00 for each additional copy</b>

**RETURNED CHECK FEE** **\$30.00**  
Also applies to bank drafts returned as insufficient funds.

**PUBLIC INFORMATION**

**“Cost of Public Information shall be in accordance with the guidelines adopted by the General Services Commission pursuant to Government Code Chapter 5552, subchapter F”. At their discretion, city departments may waive the fee for copies of less than 11 pages.**

**NOTARY FEE** **\$5.00**

**ANIMAL CONTROL**

**ADOPTION**

Fee	\$60.00 or equivalent (as approved by the Chief of Police)
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**CARCASS REMOVAL HOUSEHOLD PETS**

40 pounds or less	\$10.00
41 to 100 pounds	\$20.00
101 pounds or over	\$50.00

**IMPOUNDMENT DURING CONSECUTIVE TWELVE MONTH PERIOD**

First offense	\$35.00 + \$8.00 per day
Second Offense	\$50.00 + \$8.00 per day
Third Offense	\$75.00 + \$8.00 per day
Fourth Offense	\$100.00 + \$8.00 per day
Vaccination certificate coupon fee	\$10.00

*BOARDING DURING IMPOUNDMENT \$8.00 per day*

**DAILY RABIES QUARANTINE FEE**

The greater of \$55.00 or \$12.00 per day, not to exceed \$120.00 for a ten day quarantine period.

**RELINQUISHMENT OF ANIMAL**

Animals suspect of rabies	\$55.00
Animals for euthanasia	\$40.00
Dogs and cats	\$15.00

All others	Reimbursement of all incurred expenses associated with the care and disposition of the relinquished animal
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**LICENSING**

Surgically sterilized animal	\$5.00
Unsterilized animal	\$15.00
Duplicate tags	\$3.00

**BUILDING DEPARTMENT**

**BUILDING PERMIT FEES**

Registration Fee \$75.00  
(For all contractors and trades)

Renewal Fee \$37.50  
(For all contractors and trades within 30 days of new calendar year)

**Total value of all construction**

<b>\$1.00 to \$500.00</b>	<b>\$30.00</b>
<b>\$501.00 to \$2,000</b>	<b>\$30.00 for first \$500, plus \$4.00 for each additional \$100, or fraction thereof, up to and including \$2000.</b>
<b>\$2,001 to \$25,000</b>	<b>\$90.00 for the first \$2,000., plus \$18.00 for each additional \$1,000. or fraction thereof, up to and including \$25,000.</b>
<b>\$25,001 to \$50,000</b>	<b>\$509 for the first \$25,000, plus \$13.00 for each additional \$1,000, or fraction thereof, up to and including \$50,000.</b>
<b>\$50,001 to \$100,000</b>	<b>\$837 for the first \$50,000, plus \$9.00 for each additional \$1,000, or fraction thereof, up to and including \$100,000.</b>
<b>\$100,001 to \$500,000</b>	<b>\$1,292 for the first \$100,000, plus \$7.00 for each additional \$1,000, or fraction thereof, up to and including \$500,000.</b>
<b>\$500,001 to \$1,000,000</b>	<b>\$4,204 for the first \$500,000 plus \$6.00 for each additional \$1,000, or fraction thereof, up to and including \$1,000,000.</b>
<b>\$1,000,001 and up</b>	<b>\$7,290 for the first \$1,000,000 plus \$5.00 for each additional \$1,000, or fraction thereof.</b>

**Residential construction valuation**

shall be a minimum of: **\$65.00 per square foot**

**Sidewalk and or Approach (center lot) \$26.00**

**ORDINANCE NO. 11-**

**Sidewalk and or Approach (corner lot) \$38.00**

**BUILDING INSPECTION FEES**

**Inspections outside of normal business hours \$60.00 per hour minimum \$120.00, or cost (minimum two hour charge) to City of Bedford, whichever is greater.**

**Re-inspection fees \$60.00 per hour or cost to City of Bedford, whichever is greater.**

**Inspection for which no fee is specifically indicated \$60.00 per hour minimum \$30.00, or cost to (minimum charge one-half hour) City of Bedford, whichever is greater.**

**Additional plan review required by changes, \$60.00 per hour**

**Additions or revisions to plans minimum \$30.00 or cost to (minimum charge one-half hour) City of Bedford, whichever is greater.**

**For use of outside consultants for plan checking and inspections, or both. Actual cost.**

**Plan review fee 65% of building permit fee (The 65% of the building permit fee will be credited to the building permit upon issuance of the permit. If applicant fails to obtain building permit, then the 65% will be billed to them separately.)**

**BUILDING AND STANDARDS COMMITTEE**

**Application for appeal \$100.00**

**Fee Refunds:**

**Not more than 35 percent of the permit fee paid when no work has been done. Not more than 35 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.**

**CERTIFICATE OF OCCUPANCY**

**Change of occupancy \$60.00**

**Temporary certificate of occupancy \$60.00**

ORDINANCE NO. 11-

**ELECTRICAL**

Dwelling units; apartments	\$63.00 + .10/sf
Commercial buildings	
(a) Less than 1,000	\$53.00 + .11/sf
(b) 1,001-10,000	\$71.00 + .07/sf
(c) 10,001-50,000	\$133.00 + .06/sf
(d) 50,001-greater	\$620.00 + .05/sf
Pools (above and below ground), spas and hot-tubs	\$63.00 each
Minimum permit fee	\$45.00 each
Electrical construction pole	\$45.00 each
Addition or relocation of outlets	\$4.00
Temporary utilities	\$71.00 each
Reconnect for Certificate of Occupancy	\$63.00 each
Inspections outside of normal business hours	\$60.00 per hour minimum \$120.00, or cost (minimum two hour charge) to City of Bedford, whichever is greater.
Re-inspection fees	\$60.00 per hour minimum or cost to City of Bedford, whichever is greater.
Inspection for which no fee is specifically indicated	\$60.00 per hour minimum \$30.00 or cost (minimum one-half hour charge) to City of Bedford, whichever is greater.
Additional plan review required by changes, additions or revisions to plans	\$60.00 per hour minimum \$30.00 or cost (minimum one-half hour charge) to City of Bedford, whichever is greater.
Plan review fee (The 65% of the building permit fee will be credited to the building permit upon issuance of the permit. If applicant fails to obtain building permit, then the 65% will be billed to them separately.)	65% of building permit

**Fee Refunds**

Not more than 35 percent of the permit fee paid when no work has been done. Not more than 35 percent of the plan review fee paid when an application for a permit

**ORDINANCE NO. 11-**

for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

**MICELLANEOUS FEES: RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL**

(a) Service circuits Ampere rating of conductor	\$0.24 each
(b) Feeder circuits Ampere rating of conductor	\$0.24 each
(c) Branch circuits	\$6.00 each

**LICENSE**

(a) Master electrician license	\$100.00
Renewal	\$75.00
(Within 30 days of new calendar year.)	
(b) Journeyman electrician license	\$20.00
Renewal	\$10.00
(Within 30 days of new calendar year.)	
(c) Residential wireman license	\$20.00
Renewal	\$10.00
(Within 30 days of new calendar year.)	

**FENCES:**

All fences are required to have a permit.

Residential	\$30.00
Multi-family	Valuation calculated per total cost of construction.
Commercial	Valuation calculated per total cost of construction.
Inspections outside of normal business hours	\$60.00 per hour minimum \$120.00, or cost (minimum two hour charge) to City of Bedford, whichever is greater.
Re-inspection fees	\$60.00 per hour minimum or cost to City of Bedford, whichever is greater.
Inspection for which no fee is specifically indicated	\$60.00 per hour minimum \$30.00 or cost (minimum one-half hour charge) to City of Bedford, whichever is greater.

Additional plan review required by changes,

**ORDINANCE NO. 11-**

**additions or revisions to plans** \$60.00 per hour minimum  
\$30.00 or cost (minimum one-half hour charge) to City of Bedford, whichever is greater.

**For use of outside consultants for plan checking and inspections, or both** Actual cost.

**GRADING**

**Minimum permit Fee** \$38.00

**50 cubic yards or less** \$23.00

**51 to 100 cubic yards** \$34.00

**101 to 1,000 cubic yards** \$34.00 for the first 100 cubic yards plus \$16.00 for each additional 100 cubic yards or fraction thereof.

**1,001 to 10,000 cubic yards** \$175.00 for the first 1000 cubic yards plus \$13.00 for each additional 1000 cubic yards or fraction thereof.

**10,001 to 100,000 cubic yards** \$297.00 for first 10,000 cubic yards, plus \$61.00 for each additional 10,000 cubic yards or fraction thereof.

**100,001 cubic yards or more** \$843.00 for the first 100,000 cubic yards plus \$34.00 for each additional 10,000 cubic yards or fraction thereof.

**Inspections outside of normal business hours** \$60.00 per hour minimum \$120.00, or cost (minimum two hour charge) to City of Bedford, whichever is greater.

**Re-inspection fees** \$60.00 per hour, or cost to City of Bedford, whichever is greater.

**Inspection for which no fee is specifically indicated** \$60.00 per hour, minimum \$30.00 or cost (minimum one-half hour charge) to City of Bedford, whichever is greater.

**Additional plan review required by changes, additions or revisions to plans** \$60.00 per hour, minimum

ORDINANCE NO. 11-

**\$30.00 or cost to (minimum charge one-half hour) City of Bedford, whichever is greater.**

**For use of outside consultants for plan checking and inspections, or both.**

**Actual cost.**

**IRRIGATION**

**Minimum Permit Fee**

**\$38.00**

**Lawn sprinkler system on any meter**

**\$68.00**

**Vacuum breakers or backflow protective devices from 1 to 4.**

**\$68.00**

**Vacuum breakers or backflow protective devices 5 or more.**

**\$2.00**

**Inspections outside of normal business hours**

**\$60.00 per hour minimum \$120.00, or cost (minimum two hour charge) to City of Bedford, whichever is greater.**

**Re-inspection fees**

**\$60.00 per hour or cost to City of Bedford, whichever is greater.**

**Inspection for which no fee is specifically indicated**

**\$60.00 per hour, minimum \$30.00 or cost (minimum one-half hour charge) to City of Bedford, whichever is greater.**

**Additional plan review required by changes, additions or revisions to plans**

**\$60.00 per hour, minimum \$30.00 or cost (minimum one-half hour charge) to City of Bedford, whichever is greater**

**For use of outside consultants for plan checking and inspections, or both.**

**Actual cost.**

**MECHANICAL SYSTEMS**

**Minimum Permit Fee**

**\$38.00**

**Installation or relocation of heating or air conditioning equipment in residential occupancy**

**\$45.00**

**Installation or relocation of heating or air conditioning equipment in multi-family, per unit**

**\$38.00**

ORDINANCE NO. 11-

Repair, alteration or addition to heating, cooling refrigeration unit, including installing controls	\$38.00
Install heating equipment in commercial occupancy: Electrical - per kW up to 5 kW	\$9.00
Each additional kW	\$2.00
Gas - 100,000 BTU or less	\$14.00
Each additional 25,000 BTU	\$3.00
Install air conditioning equipment in commercial occupancy per ton up to 5 tons	\$23.00
Each additional ton	\$5.00
Install hood served by mechanical exhaust	\$12.00
Install appliance or equipment regulated by Code but not classed in appliance categories for which no other fee is listed	\$23.00
Inspections outside of normal business hours	\$60.00 per hour minimum \$120.00, or cost (minimum two hour charge) to City of Bedford, whichever is greater.
Re-inspection fees	\$60.00 per hour, or cost to City of Bedford, whichever is greater.
Inspection for which no fee is specifically indicated	\$60.00 per hour, minimum \$30.00 or cost (minimum one- half hour charge) to City of Bedford, whichever is greater.
Additional plan review required by changes, additions or revisions to plans	\$60.00 per hour, minimum \$30.00 or cost (minimum one- half hour charge) to City of Bedford, whichever is greater.
For use of outside consultants for plan checking and inspections, or both.	Actual cost.
<b>MISCELLANEOUS</b>	
Residential Roof/Reroof	\$50.00
Demolition	\$38.00
Moving building permit	\$75.00

**ORDINANCE NO. 11-**

<b>Mowing/maintenance administrative fee</b>	<b>\$100.00</b>
<b>Multi-Family Inspection Fee</b>	<b>\$0.75 per month per unit</b>
<b>Residential Roof/Reroof</b>	<b>\$50.00</b>
<b>Right of way Utilization</b>	<b>Utility franchise holders are exempt from fees. All others are \$1,000.00 per bore and \$1.00 per lineal foot.</b>
<b>Temporary Building</b>	<b>\$38.00</b>
<b>Tree Removal</b>	<b>\$7.50 Per Acre</b>
<b>Plan review fee</b>	<b>65% of Building Permit</b>

**(The 65% of the building permit fee will be credited to the 65% of building permit fee building permit upon issuance of the permit. If applicant fails to obtain building permit, then the 65% will be billed to them separately.)**

**Fee Refunds**

**Not more than 35 percent of the permit fee paid when no work has been done.**

**Not more than 35 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.**

**PLUMBING**

<b>Minimum Permit Fee</b>	<b>\$38.00</b>
<b>Per fixture or trap</b>	<b>\$11.00</b>
<b>Per building or trailer sewer</b>	<b>\$23.00</b>
<b>Rainwater systems - per drain</b>	<b>\$11.00</b>
<b>Private sewage disposal system</b>	<b>\$60.00</b>
<b>Water heater/boiler</b>	<b>\$11.00</b>
<b>Gas piping system of 1 to 4 outlets</b>	<b>\$8.00</b>
<b>Gas piping system of 5 or more, per outlet</b>	<b>\$2.00</b>
<b>Gas line repair/test</b>	<b>\$38.00</b>
<b>Industrial waste pretreatment interceptor</b>	<b>\$60.00</b>
<b>Installation or repair of water piping</b>	<b>\$30.00</b>

**ORDINANCE NO. 11-**

<b>Installation or repair of drainage or vent piping</b>	<b>\$30.00</b>
<b>Lawn sprinkler system on any meter</b>	<b>\$68.00</b>
<b>Vacuum breakers or backflow protective devices on tanks, vats, from 1 to 4 traps.</b>	<b>\$68.00</b>
<b>Vacuum breakers or backflow protective devices on tanks, vats, 5 or more.</b>	<b>\$2.00</b>
<b>Water Well, backflow protective device.</b>	<b>\$150.00 (Bedford Code of Ordinances, 78-2.)</b>
<b>Plumbing for residential new construction:</b>	<b>\$75.00</b>
<b>Lawn sprinkler</b>	<b>\$68.00</b>
<b>Plumbing water piping repair</b>	<b>\$30.00</b>
<b>Plumbing drainage piping repair</b>	<b>\$30.00</b>
<b>Apartment:</b>	
<b>(a) One bedroom efficiency, per apartment</b>	<b>\$45.00</b>
<b>(b) All other units, per unit</b>	<b>\$60.00</b>
<b>(c) Building sewer, per unit</b>	<b>\$23.00</b>
<b>Commercial Construction:</b>	
<b>(a) Each plumbing fixture</b>	<b>\$11.00</b>
<b>(b) Sewer Line</b>	<b>\$23.00</b>
<b>(c) Interceptors</b>	<b>\$60.00</b>
<b>(d) Rainwater systems</b>	<b>\$11.00</b>
<b>(e) Backflow protection device</b>	<b>\$68.00</b>
<b>Inspections outside of normal business hours</b>	<b>\$60.00 per hour minimum \$120.00, or cost (minimum two hour charge) to City of Bedford, whichever is greater.</b>
<b>Re-inspection fees</b>	<b>\$60.00 per hour or cost to City of Bedford, whichever is greater.</b>
<b>Inspection for which no fee is specifically indicated</b>	<b>\$60.00 per hour, minimum</b>

**ORDINANCE NO. 11-**

**\$30.00 or cost (minimum one-half hour charge) to City of Bedford, whichever is greater.**

**Additional plan review required by changes, additions or revisions to plans**

**\$60.00 per hour, minimum \$30.00, or cost to City of Bedford, whichever is greater. (minimum charge one-half hour)**

**For use of outside consultants for plan checking and inspections, or both.**

**Actual cost.**

**SIGNS**

<b>Permanent, 1 to 50 sf.</b>	<b>\$50.00</b>
<b>Permanent, 51 to 100 sf.</b>	<b>\$100.00</b>
<b>Permanent, 101 to 200 sf.</b>	<b>\$200.00</b>
<b>Permanent, 201 to 300 sf.</b>	<b>\$300.00</b>
<b>Permanent, 301sf and over (per square foot)</b>	<b>\$1.00</b>
<b>Portable Sign</b>	<b>\$100.00</b>
<b>Banner Sign</b>	<b>\$50.00</b>
<b>Apartment Banner Sign</b>	<b>\$25.00</b>
<b>Weekend advertising (per year)</b>	<b>\$100.00</b>
<b>Grand Opening sign</b>	<b>\$30.00</b>
<b>Real Estate Land Sale</b>	<b>\$30.00</b>
<b>Open House</b>	<b>\$10.00</b>
<b>Commercial Complex Sale or Lease Free-standing</b>	<b>\$30.00</b>
<b>Commercial Unit Sale or Lease Wall Sign</b>	<b>\$30.00</b>
<b>New Commercial Building</b>	<b>\$30.00</b>

**ORDINANCE NO. 11-**

<b>New Commercial Building on Hwy 183, Hwy 121 or Hwy 157</b>	<b>\$30.00</b>
<b>Political Sign as defined in Ordinance #00-2536</b>	<b>No Fee</b>
<b>Sign for Non-Profit as defined in Ordinance #00-2536</b>	<b>No Fee</b>
<b>Municipal Banner as defined in Ordinance #00-2536</b>	<b>No Fee</b>

**A change in a sign face without changing the copy due to damage or deterioration shall not constitute a new sign for fee calculation.**

<b>GARAGE SALE PERMIT</b>	<b>\$10.00 with 3 signs included</b>
<b>Additional signs</b>	<b>\$2.00 per sign/maximum 2 signs</b>

<b>MULTI-FAMILY INSPECTION FEE</b>	<b>\$0.75 per month per unit</b>
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**FIRE DEPARTMENT**

**AMBULANCE FEES**

**Pricing for ambulance service shall be established to conform to the reasonable and customary reimbursement allowances as established by ninety-five percent of applicable insurance carriers, as reviewed and approved by the City Manager on a quarterly basis.**

<b>Ambulance Subscription Fee</b>	<b>\$60.00 per household</b>
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**REPORTS**

<b>Fire Incident Reports</b>	<b>\$2.00 first page, additional page \$1.00</b>
<b>E.M.S. Incident Report</b>	<b>\$2.00 each report</b>

**FIRE MARSHAL/INSPECTIONS**

<b>Certificate of Occupancy</b>	<b>\$60.00</b>
<b>Temporary Certificate of Occupancy</b>	<b>\$60.00</b>
<b>After Hours Inspections (after 5:00 p.m. or on weekend)</b>	<b>First two hours \$150.00 Each addition hour \$50.00</b>

**FIRE PROTECTION SYSTEMS (Based on the value of the Installed System)**

**A fee schedule as provided:**

<b>\$1 – \$500</b>	<b>\$50.00</b>
<b>\$501 – \$2,000</b>	<b>\$50.00 for the first \$500 plus</b>

**ORDINANCE NO. 11-**

	<b>\$5.00 for each \$100 or fraction</b>
<b>\$2,001 – \$25,000</b>	<b>\$125.00 for the first \$2,000 plus \$20.00 for each \$1,000 or fraction</b>
<b>\$25,001 – \$50,000</b>	<b>\$585.00 for the first \$25,000 plus \$15.00 for each \$1,000 or fraction</b>
<b>\$50,001 – \$100,000</b>	<b>\$960.00 for the first \$50,000 plus \$10.00 for each \$1,000 or fraction</b>
<b>\$100,001 – 500,000</b>	<b>\$1,460.00 for the first \$100,000 plus \$10.00 for each \$1,000 or fraction</b>
<b>\$500,001 – 1,000,000</b>	<b>\$5,060.00 for the first \$500,000 plus \$8.00 for each \$1,000 or fraction</b>
<b>\$1,000,001 or greater</b>	<b>\$9,060.00 plus \$6.00 for each \$1,000 or fraction</b>

**FIRE ALARM SYSTEM MONITORING PERMIT**

<b>Residential Permit fee (Residential fee waived if Burglar Alarm permit fee is already paid)</b>	<b>\$50.00 annual fee</b>
<b>Commercial (Non-Residential) Permit fee</b>	<b>\$100.00 annual fee</b>

**FALSE ALARM FEE – Residential**

<b>First 3 False Alarm Calls</b>	<b>No Fee</b>
<b>4<sup>th</sup> &amp; 5<sup>th</sup> Alarm Calls</b>	<b>\$75.00/per call</b>
<b>6<sup>th</sup> &amp; 7<sup>th</sup> Alarm Calls</b>	<b>\$250.00/per call</b>
<b>8<sup>th</sup> and above Alarm Calls</b>	<b>\$500.00/per call</b>

**(All calls will be calculated within a twelve (12) month period)**

**FALSE ALARM FEE – Commercial (Non-Residential)**

<b>First 3 False Alarm Calls</b>	<b>No Fee</b>
<b>4<sup>th</sup> &amp; 5<sup>th</sup> Alarm Calls</b>	<b>\$150.00/per call</b>
<b>6<sup>th</sup> &amp; 7<sup>th</sup> Alarm Calls</b>	<b>\$500.00/per call</b>
<b>8<sup>th</sup> and above Alarm Calls</b>	<b>\$1,000.00/per call</b>

**(All calls will be calculated within a twelve (12) month period)**

**ORDINANCE NO. 11-**

**FIRE MARSHAL ANNUAL PERMIT**

**(Tax exempt agencies shall be exempted from the annual fire marshal permit fees.)**

<b>5000 sq. ft. or less</b>	<b>\$30.00 annually</b>
<b>5001 to 10,000 sq. ft.</b>	<b>\$40.00 annually</b>
<b>10,001 to 25,000 sq. ft.</b>	<b>\$50.00 annually</b>
<b>25,001 to 50,000 sq. ft.</b>	<b>\$60.00 annually</b>
<b>50,001 to 75,000 sq. ft.</b>	<b>\$80.00 annually</b>
<b>75,001 to 100,000 sq. ft.</b>	<b>\$100.00 annually</b>
<b>100,001 to 200,000 sq. ft.</b>	<b>\$120.00 annually</b>
<b>200,001 sq. ft. or more</b>	<b>\$280.00 annually</b>

**Annual permit fees will be assessed per building unit/occupant, in accordance with Article IV; Chapter 58, section 58-99, 12(d) of the Fire Code.**

<b>Any floors over four</b>	<b>\$30.00 per floor</b>
<b>Each apartment building</b>	<b>\$5.00 annually</b>

**HAZARDOUS MATERIALS ANNUAL PERMIT (includes flammable/combustible liquids)**

**POUNDS (POWDER AND SOLIDS)**

<b>Less than 1,000</b>	<b>\$25.00</b>
<b>1,001 to 2,000 pounds</b>	<b>\$37.50</b>
<b>2,001 to 5,000 pounds</b>	<b>\$70.00</b>
<b>Over 5,001 pounds</b>	<b>\$137.50</b>

**GALLONS (LIQUIDS AND GELS)**

<b>Less than 25 gallons</b>	<b>\$25.00</b>
<b>More than 25 gallons but less than 100 gallons</b>	<b>\$37.50</b>
<b>Over 100 gallons but less than 1,000 gallons</b>	<b>\$70.00</b>
<b>Over 1,000 gallons</b>	<b>\$137.50</b>

**(Fees are in addition to Fire Marshal permit)**

ORDINANCE NO. 11-

**PLAN REVIEW FEES**

Certificate of Occupancy	\$60.00
Fire Alarm System	\$70.00
Fire Sprinkler System	\$150.00
Suppression Appliances	\$125.00
Hood/Fixed System	\$70.00
Halon System	\$125.00
Emergency Lighting	\$37.50
Special Lighting	\$30.00
Liquid Storage Tanks, Hazardous Materials	\$70.00

**RE-INSPECTION FEES** \$60.00

**SPECIAL PERMITS**

LPG, CNG or LNG Tank installation or removal	Table 3-A, 1994 U.B.C.
Blasting operation	\$65.00 per day
Pyrotechnic display	\$65.00 per day
<b>Tent permit</b>	
<b>1- 30 days</b>	<b>\$30.00</b>
<b>Each additional 30 days or portion thereof</b>	<b>\$30.00</b>

**UNDERGROUND STORAGE TANKS INSTALLATION OR REMOVAL**

UBC table with	
Less than 1,000 gallons	\$50.00 minimum
More than 1,000 gallons	\$100.00 minimum

**LPG TANK INSTALLATION OR REMOVAL**

UBC table with minimum	\$50.00
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**MOVIE/THEATRICAL EVENT**

Fire marshal permit- per day	\$125.00 first day
Each additional day	\$75.00
Fire marshal on premises (minimum 3 hours)	\$50.00 per hour
Stand-by firefighters (minimum 3 hours each)	\$65.00 per hour
Stand-by medic (each-three hour minimum)	\$65.00 per hour

ORDINANCE NO. 11-

Stand-by engine or truck (each-three hour minimum) \$100.00 per hour

REPORTS

Fire Cause and Origin Report
First 9 pages \$1.00
Each additional page \$0.10
Copies of Photos Actual cost of copies

ALL ADDITIONAL PERMITS LISTED IN THE INTERNATIONAL FIRE CODE, 2009 EDITION, SHALL BE \$25.00

FOOD PERMITS

Food Preparation Establishments \$150.00
Non-food Preparation Establishments \$100.00
Temporary Establishments \$35.00

STATE MANDATED INSPECTIONS

Hospitals \$100.00
Nursing and long-term care homes \$75.00
Daycare/Mother's day out \$50.00
Foster home and adoptive home \$10.00
Home inspection (insurance) \$50.00

LIBRARY

OVERDUE FEES

Table with 3 columns: Item, Daily Overdue Fee Per Item, Maximum Overdue Fee Per Item. Rows include Books, Magazines, CD's, Audio cassettes, Media Kits, Video cassettes, Digital Video Discs (DVD's), and Interlibrary Loan Materials.

The Library may conduct an amnesty program for a period of time not to exceed two weeks in any calendar year. During the period of time the amnesty program is in effect, fines will be waived to all patrons who appear in person to return overdue materials. Late fines will be waived one time during the amnesty period for each cardholder.

LOST MATERIALS, EQUIPMENT FEES AND MATERIALS DAMAGED BEYOND REPAIR FEES

All materials or equipment Purchase price of materials or equipment plus non-refundable \$6.00 preprocessing fee

ORDINANCE NO. 11-

Book jacket or cover \$6.00

Medial containers \$2.00

Refunds made for materials returned within 6 months of payments.

MINOR DAMAGE FEES

Chewed, torn or water damaged pages, covers or jackets \$2.00 per occurrence

Ripped and/or cut pages and/or pictures \$2.00 per page

Minor medial damage \$6.00

Rebinding Fee \$6.00

LIBRARY CARDS

Non-Resident\* \$25.00 per year

Short-term non-resident\* \$5.00 per month

\* A non-resident is someone who resides outside the state of Texas.

MISCELLANEOUS SERVICE FEES

Reserves No fee

Replacement of lost or damaged library card and Interlibrary loan circulation card \$2.00

Photo copies (Black & White) \$0.20 per page

Photo copies (Color) \$0.50 per page

Print jobs \$0.20 per page

Interlibrary Loan Fee \$2.00

Proctoring Fee (per test proctored)  
Bedford Library Card Holder \$5.00  
Non-card holders \$10.00

Faxing  
Each Page \$1.00 per page  
No international faxes

LIBRARY ROOM RENTAL FEES

All room rental fees are refundable upon cancellation, unless the cancellation has occurred within 48 hours of the room rental start time.

All non-profit groups must present written verification of its 501(c)3 status, within the Hurst-Euless-Bedford (H-E-B) city limits.

H-E-B non-profit group \$25.00 flat fee

**ORDINANCE NO. 11-**

<b>Large Meeting Room – 2 hour minimum</b>	<b>\$100.00 per hour</b>
<b>½ Large Meeting Room – 2 hour minimum</b>	<b>\$50.00 per hour</b>
<b>Meeting Room Kitchen Area – 2 hour minimum</b>	<b>\$25.00 per hour</b>
<b>Large Conference Room – 2 hour minimum</b>	<b>\$25.00 per hour</b>
<b>Computer Lab Room – 2 hour minimum</b>	<b>\$200.00 per hour</b>

**OLD BEDFORD SCHOOL**

The City Manager or their designee is authorized to institute discounted fees for promotional events on temporary, as-needed basis.

**RENTAL FEES**

<b>Monday – Thursday</b>	<b>8:00 am – 5:00 pm</b>	<b>\$75.00/hour</b>
<b>Monday – Thursday</b>	<b>5:00 pm – 10:00 pm</b>	<b>\$80.00/hour</b>
<b>Friday &amp; Sunday</b>	<b>8:00 am – 10:00 pm</b>	<b>\$100.00/hour</b>
<b>Saturday</b>	<b>9:00 am – 5:00 pm</b>	<b>\$125.00/hour</b>
<b>Saturday</b>	<b>5:00 pm – 11:00 pm</b>	<b>\$150.00/hour</b>

All rental fees apply to the following rooms (Fitch Auditorium, Gallery I, Gallery II, Board Classroom)

**RENTAL FEES FOR BUSINESS TRAVELERS STAYING AT BEDFORD HOTELS**

<b>Monday – Friday</b>	<b>8:00 am – 5:00 pm</b>	<b>\$300.00/day (all other fees apply. This pricing is not applicable to weekend or non-business events.)</b>
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**AUDIO/VISUAL EQUIPMENT FEE**

<b>Basic equipment (microphones, projection screen, etc)</b>	<b>\$75.00</b>
<b>Power Point, VCR, Web Capabilities</b>	<b>\$150.00</b>

**DEPOSIT**

<b>Deposit (For events with 100 or more people)</b>	<b>\$500.00</b>
<b>Deposit (For events with 99 or less people)</b>	<b>\$100.00</b>

(Deposit will be returned in full after rental if there was no damage and facility was properly cleaned. If cancellation occurs less than thirty (30) days prior to event, then the deposit will not be returned.)

**ORDINANCE NO. 11-**

**GUIDED TOURS**

Children's Groups	\$2.00 per person
Adult Groups	\$5.00 per person
Senior Citizen Groups	\$3.00 per person
12 or more	\$25.00 per group

**WEDDING PACKAGES**

**SATURDAY RATES**

**PACKAGE A** **\$1,500.00**

**Includes:** Four (4) rectangular tables  
Seventy-five (75) chairs  
One (1) brick – engraved and placed on walkway

**Time allowed for services, personnel, and use of building:**  
Two (2) hours for consultation with rental coordinator (during M-F office hours)  
One (1) hour of rehearsal time during M-F office hours  
Six (6) hours for wedding, reception and clean-up  
Use of audio visual/sound system  
Two (2) hours for scheduled bridal portrait: M-F between 9 am and 4 pm

**PACKAGE B** **\$1,800.00**

**Includes:** Six (6) rectangular tables  
Sixteen (16) 60" round tables  
Sixteen (16) White Round Tablecloths  
One hundred thirty (130) chairs  
One (1) brick – engraved and placed on walkway  
One (1) set flute, wine glasses – engraved with gold rim and OBS logo  
Use of audio visual/sound system  
Two (2) hours for scheduled bridal portrait: M-F between 9 am and 4 pm

**Time allowed for services, personnel, and use of building:**  
Two (2) hours for consultation with rental coordinator (during M-F office hours)  
One (1) hour of rehearsal time during M-F office hours  
Eight (8) hours for wedding, reception and clean-up

**FRIDAY AND SUNDAY RATES**

**PACKAGE A** **\$1,200.00**

**Includes:** Four (4) rectangular tables  
Seventy-five (75) chairs  
One (1) brick – engraved and placed on walkway

**Time allowed for services, personnel, and use of building:**  
Two (2) hours for consultation with rental coordinator (during M-F office hours)  
One (1) hour of rehearsal time during M-F office hours

**ORDINANCE NO. 11-**

Six (6) hours for wedding, reception and clean-up  
Use of audio visual/sound system  
Two (2) hours for scheduled bridal portrait: M-F between 9 am and 4 pm

**PACKAGE B** **\$1,500.00**  
Includes: Six (6) rectangular tables  
Sixteen (16) 60" round tables  
Sixteen (16) White Round Tablecloths  
One hundred thirty (130) chairs  
One (1) brick – engraved and placed on walkway  
One (1) set flute, wine glasses – engraved with gold rim and OBS logo  
Use of audio visual/sound system  
Two (2) hours for scheduled bridal portrait: M-F between 9 am and 4 pm

Time allowed for services, personnel, and use of building:  
Two (2) hours for consultation with rental coordinator (during M-F office hours)  
One (1) hour of rehearsal time during M-F office hours  
Eight (8) hours for wedding, reception and clean-up

**ADDITIONAL OPTIONS**

Use of audio visual/sound system	<b>\$75.00</b>
Scheduled bridal portrait:	
A. M-F between 9 am and 4 pm	<b>\$75.00 per hour</b>
B. Other hours as scheduled	<b>\$150.00 per hour</b>
Purchase of brick	<b>\$50.00 each</b>
Purchase of flute, wine glasses	<b>\$25.00 per set</b>
<b>Additional chairs</b>	<b>\$1.50 each</b>

**WEDDING DEPOSIT**

Deposit **\$500.00**  
(Deposit will be refunded either in full or in part after rental pending inspection of facility for damages and proper cleaning.)

**POLICE DEPARTMENT**

**ALARMS**

Residential Permit fee (Residential fee waived if Fire Alarm permit fee is already paid)	<b>\$50.00 annual fee</b>
Business Permit fee	<b>\$100.00 annual fee</b>

**FALSE ALARM FEE**

First 3 False Alarm Calls	<b>No Fee</b>
4 <sup>th</sup> & 5 <sup>th</sup> Alarm Calls	<b>\$50.00/per call</b>

ORDINANCE NO. 11-

6 <sup>th</sup> & 7 <sup>th</sup> Alarm Calls	\$75.00/per call
8 <sup>th</sup> and above Alarm Calls	\$100.00/per call

(All calls will be calculated within a twelve (12) month period)

**SOLICITORS PERMIT**

Intrastate	\$10.00
Interstate, publication and non-commercial solicitors	no fee charged

**HANDBILL DISTRIBUTION PERMIT**

Permit fee	No charge
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<b>FINGERPRINTING FEE</b>	<b>\$10.00</b>
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**RECREATION DEPARTMENT**

The City Manager or their designee is authorized to institute discounted fees for promotional events on temporary, as-needed basis.

**BOYS RANCH PARK PAVILIONS**

Monday – Sunday Damage & Clean Up Deposit (Due at the time rental is made)	\$100.00
Full Pavilion Rental	\$120.00 for 6 hours
Half Pavilion Rental	\$60.00 for 6 hours
Non-resident	\$20.00 more/rental

**CENTRAL PARK PAVILION**

Full Pavilion Rental	\$75.00 for 6 hours
Non-resident	\$20.00 more/rental

**BEDFORD SPLASH: SWIMMING**

	Residents	Non-Residents
Adult (18 and older)	\$6.00	\$7.50
Children (3-17)	\$5.00	\$6.00
Infant (2 and under)	Free	Free
<b>Season Pass</b>		
Individual	\$70.00	\$155.00
Family (up to 4 people)	\$230.00	\$355.00
Additional family members	\$35.00	\$50.00 per person

(Season Pass Holders will receive a 10% discount on merchandise and concessions).

**ORDINANCE NO. 11-**

The City Manager or their designee is authorized to institute discounted fees for promotional events on temporary, as-needed basis.

**Day Care Rates** **\$4.00 per child**  
(1:8 ratio, with every 8 children admissions purchased, one adult admission is free)

**Group Rates**

**Groups of 20 or more** **\$5.00 per person**  
(residents and non-residents, no age limit)

**PRIVATE PARTY RENTAL**

**2 hour rental before or after hours**

**Without slides – 1 to 100 people** **\$350.00**

**Without slides – 101 to 200 people** **\$380.00**

**Without slides– 201 to 300 people** **\$410.00**

**With slide or Pro Bowl – 1 to 100 people** **\$370.00**

**With slide or Pro Bowl – 101 to 200 people** **\$400.00**

**With slide or Pro Bowl – 201 to 300 people** **\$430.00**

**With both slide and Pro Bowl – 1 to 100 people** **\$420.00**

**With both slide and Pro Bowl – 101 to 200 people** **\$450.00**

**With both slide and Pro Bowl – 201 to 300 people** **\$480.00**

**Each additional group of 40 people** **\$80.00**

**Non-Resident Facility Rental** **\$20.00 more per rental**

**Concession Stand Open** **\$25.00**

**Cabana Rental** **\$105.00**

**Non-resident fee** **\$20.00 more per rental**  
(2 hour rental during business hours with 10 guest free admission)

**Pavilion Rental** **\$75.00**

**Non-resident fee** **\$20.00 more per rental**  
(2 hour rental during business hours with 10 guest free admission)

**Birthday Party Services** **\$12.00 per child**  
Minimum of 10 children: 3 free adult guests included for every 10 paid guests.

**GYM RENTAL**

**Full Court** **\$45.00 per hour**  
**Non-resident fee** **\$20.00**

**Half Court** **\$30.00 per hour**  
**Non-resident fee** **\$20.00**

ORDINANCE NO. 11-

After hour rentals require a 2 hour minimum for full court. No half court rentals after hours.

Non-athletic gym rental (entire gym) (minimum of 2 hours)	\$85.00 per hour
Deposit Damages back charges	
Broken Ceiling Tile	\$20.00 per tile
Broken Window	\$50.00 per window

**MEMBERSHIP IDENTIFICATION CARDS**

Senior Non-resident	\$30.00
Senior Resident	\$18.00
Adult Resident	\$24.00
Youth Resident	\$10.00
Adult Non-Resident	\$120.00
Youth Non-Resident	\$24.00
Replacement Card	\$5.00
Daily Pass	\$5.00
Weekly Pass	\$5.00
Forgotten Card Fee	\$1.00

**WEIGHT ROOM MEMBERSHIPS**

Yearly membership, required to have a membership ID card

Adult Resident (optional)	\$125.00 per year/ includes ID card
Adult Resident	\$15.00 per month + ID charge
Senior Resident (optional)	\$80.00 per year/ Includes ID card
Senior Resident	\$10.00 per month + ID charge
Adult Non-Resident (optional)	\$200.00 per year/ Includes ID card
Adult Non-Resident	\$20.00 per month + ID charge
Senior Non-Resident (optional)	\$120.00 per year/ Includes ID card
Senior Non-Resident	\$15.00 per month + ID charge

**ROOM RENTALS**

One Room	\$35.00 per hour
Two Rooms	\$45.00 per hour

ORDINANCE NO. 11-

Three Rooms	\$55.00 per hour
Non-Resident Fee	\$20.00
Deposit required on all rentals at the time of booking	\$100.00

**HOCKEY RINK**

Court without lights	\$15.00 per hour
Court with lights	\$20.00 per hour
Non-resident fee	\$20.00

**SENIOR CENTER**

Membership Fee – Bedford Resident	\$5.00 per year
Membership Fee – Residents of Cities other than Bedford	\$10.00 per year

**RECREATION CLASS FEES:**

**Unless otherwise noted in the Recreation Department Fee schedule: All classes will incur an additional \$5.00 fee per person per class for Non-Residents.**

**SWIM LESSONS**

8 – 35 minute classes(Resident)	\$55.00
8 – 35 minute classes(Non-resident)	\$65.00

**YOGA**

4 classes	\$25.00
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**DOG OBEDIENCE**

Puppy 4 weeks	\$60.00
Group 8 weeks	\$75.00

**MONTHLY CLASSES**

Includes dance, gymnastics, drawing, non-supply related classes

1 day per week	\$25.00
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**MONTHLY CLASSES WITH SUPPLIES**

Includes cooking, painting, craft, photos

1 day per week	\$30.00
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**VALENTINE’S DANCE**

All-inclusive - includes 1 picture, flowers dance,	\$10.00 per individual or \$18.00 per couple
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**ELEMENTARY DANCES**

\$5.00 per person/per dance
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**ORDINANCE NO. 11-**

**EASTER**

**Includes egg hunt, arts & craft activity, photo with the Easter Bunny, and snack** **\$5.00 per person**

**FULL DAY- DAY CAMP**

**Application fee for campers** **\$50.00**  
**\$25.00 per additional child per family**

**Application fee for junior counselor** **\$25.00**  
**4 day rate** **\$75.00**  
**Weekly rate** **\$100.00**  
**3 day rate** **\$55.00**  
**2 day rate** **\$40.00**  
**1 day rate** **\$20.00**

**OTHER**

**Martial Arts, sports camps, jazzercise, and private lesson fees will vary and be set by contractors with staff approval.**

**LEAGUES**

**NCAA Basketball League** **10 games** **\$450.00**  
**Includes uniform, individual and team trophies**

**Basketball League** **8 Games** **\$295.00**  
**Softball League** **8 Games** **Returning teams \$300.00**  
**First time teams \$320.00**

**Crazy Coed Softball** **8 Games** **Returning teams \$200.00**  
**First time teams \$220.00**

**Indoor Volleyball League** **8 Games** **\$150.00**

**Will offer an early bird special on all leagues**

**SWIM TEAM**

**Summer season** **\$125.00 + applicable State & Regional TAAF dues**  
**Includes TAAF membership, regional fees, caps, t-shirts, lifeguard on duty and coaches**

**MEADOWPARK FIELD LIGHTING**

**Reservation Lighting (minimum)** **\$35 per hour (2 hour**

**STREET DEPARTMENT**

**SIDEWALK/CONCRETE PERMIT**

Single Family corner	\$25.00
Single Family non corner	\$17.00
Commercial and multi-family	2% of \$1.50 x sq. ft.

**DRIVE APPROACH PERMIT**

Single Family corner	\$25.00
Single Family non corner	\$17.00
Commercial and multi-family	2% of \$3.00 x sq. ft.

**WATER DEPARTMENT**

**WATER DEPOSIT**

Residential	\$60.00
Fire Hydrant Meters	\$850.00
Commercial	\$300.00 or an amount equal to 2 times the City monthly average for commercial users; after the 3rd bill, a monthly average for that user will be determined. Then deposit required will be equal to 2 months of the calculated monthly average for that user. Overpayments will be credited and underpayment will be due.
Apartments	\$35.00 per unit In lieu of cash, a bond may be used for multi-unit dwelling deposit requirements. A bond tendered pursuant to this provision must be issued by a surety licensed to do business in the State of Texas, be in a form approved by the city attorney and have a term of not less than one year.
Sprinkler Meters, Commercial only	\$1,000.00

**SERVICE CHARGE (read meter-account set-up)** \$10.00

**SEWER TIE-IN FEE**

4" tap on a 6" line	\$548.00
4" tap on a 8" line	\$603.00

**4"SEWER MAIN TAP  
(All taps larger than 4" require a manhole)**

6" and 8" sewer main behind the curb (1-7 feet deep)	\$650.00 plus "tie in fee"
6" and 8" sewer main in the street (1-7 feet deep)	\$950.00 plus "tie in fee"
Sewer main over 7 feet deep	\$250.00 per foot

**ORDINANCE NO. 11-**

If boring is required add \$300.00 for bore pits plus \$20.00 per foot of bore.

**MANHOLES**

Behind the curb: poured in place (1-5 feet)	\$800.00
Behind the curb: poured in place (6-10 feet)	\$800.00 plus an additional \$70.00 per foot
In the street (1-5 feet)	\$1,250.00
In the street (6-10 feet)	\$1,900.00

**CUT-OFF FEE** \$30.00

**LATE PAYMENT FEE** 10% of balance with a minimum fee of \$5.00  
(Senior 65 and older are exempt from late payment fees.)

**AFTER HOURS TURN-ON** \$50.00  
**REPLACEMENT RESIDENTIAL METER BOX** \$90.00

**REPLACE BROKEN RESIDENTIAL METER** \$100.00

**METER 3/4"**  
\$960.00 for service tap and meter complete  
\$100.00 for meter

**METER 1"**  
\$1,095.00 for service tap and meter complete  
\$150.00 for meter

**METER 1.5"**  
\$1,764.00 for service tap and meter complete  
\$609.00 for meter

**METER 2"**  
\$2,329 for service tap and meter complete  
\$924.00 for meter

3/4", 1", 1 1/2" and 2" service lines not to exceed 20 ft. Service lines in excess of 20 ft. @16.00 per ft.

If boring under a road is required there will be a minimum charge of \$1,500.00 for contract labor. Cost of concrete, asphalt or landscape repairs will be done on a case by case basis. Cost for replacement of broken commercial meters and boxes will be determined based on actual cost of installation.

**ORDINANCE NO. 11-**

**Cost of meters, 3" and larger, will be determined based on actual cost of installation.**

**Water usage for Fire Hydrant Meters:**

<b>Base rate Water Rate Ordinance.</b>	<b>Set by the</b>
<b>Usage rate Water Rate Ordinance.</b>	<b>Set by the</b>
<b>Water Purchased by the load</b>	<b>\$25.00/1,000 Gals</b>

**SECTION 2.** That City of Bedford Ordinance Number 11-2990 is hereby repealed. This Ordinance shall be and is hereby declared to be cumulative of all other Ordinances of the City of Bedford, and this Ordinance shall not operate to repeal or affect the Code of Ordinances of the City of Bedford or any Ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such Code or Ordinance are hereby repealed.

**SECTION 3.** That should any provision of this Ordinance be held invalid or unconstitutional, the remainder of such Ordinance shall not be deemed to effect the validity of any other provision of said Ordinance.

**SECTION 4.** That this ordinance shall take effect immediately from and after its passage and publication in accordance with the laws of the State of Texas and the Charter of the City of Bedford.

**PRESENTED AND PASSED** on this 27th day of September, 2011, by a vote of \_\_\_ayes, \_\_\_nays and \_\_\_abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

\_\_\_\_\_  
**Jim Story, Mayor**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# Council Agenda Background

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## PRESENTER:

Roger Gibson, Police Chief

## ITEM:

Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and the cities of Fort Worth, Arlington, Hurst, North Richland Hills and the County of Tarrant, Texas for the 2011 Byrne Justice Assistance Grant (JAG) Formula Program Award.

## DISCUSSION:

In June 2011, the Police Department along with the cities of Fort Worth, Arlington, Hurst, North Richland Hills and the County of Tarrant made application for the 2011 Byrne Justice Assistance Grant (JAG) Formula Program Award.

Through this grant, the Police Department will be seeking funding to purchase remotely operated pole mounted cameras to place in commercial parking lots along the 183 and 121 corridors in an attempt to curtail the reoccurring incidents of burglary of motor vehicles.

The grant requires all cities within Tarrant County to seek funding under one application. The City of Fort Worth has assumed the role of fiscal agent and therefore will be considered the award "recipient" with all the other entities, including the City of Bedford, being a "subrecipient." The City of Fort Worth will facilitate and manage the grant throughout the life of the grant as will be required by the grant award contract.

This MOU is the first of two MOU's required by the grant. This MOU outlines the parties, 16% funding to Tarrant County, subrecipient award amounts and other grant provisions as required by the grant. The second MOU will be forthcoming to award the grant contract and outline the provisions contained within the award document.

Since the County is considered disparate, all cities participating in the 2011 Byrne Justice Assistance Grant must provide Tarrant County with 16% of the award allocation. The City of Bedford's 16% allocation to Tarrant County equates to \$3,390.

The 2011 Byrne Justice Assistance Grant (JAG) Program Award funding does not require a cash match from the City of Bedford.

## RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and the cities of Fort Worth, Arlington, Hurst, North Richland Hills and the County of Tarrant, Texas for the 2011 Byrne Justice Assistance Grant (JAG) Formula Program Award.

## FISCAL IMPACT:

2011 Byrne Justice Assistance Grant has allocated \$21,189 to the City of Bedford, of which \$3,390 will be reallocated to Tarrant County, leaving a funding balance of \$17,799.

**ATTACHMENTS:**

**Resolution  
Memorandum of Understanding**

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF BEDFORD AND THE CITIES OF FORT WORTH, ARLINGTON, HURST, NORTH RICHLAND HILLS AND THE COUNTY OF TARRANT, TEXAS FOR THE 2011 BYRNE JUSTICE ASSISTANCE GRANT (JAG) FORMULA PROGRAM AWARD.

WHEREAS, the City Council of Bedford, Texas finds that the grant funds to be requested will benefit the City; and,

WHEREAS, the City Council of Bedford, Texas acknowledges the City of Fort Worth as the fiscal agent and distributor of all 2011 Byrne Justice Assistance Grant (JAG) Formula Program Award funds between the cooperating parties; and,

WHEREAS, the City Council of Bedford, Texas acknowledges that 16% of the 2011 Byrne Justice Assistance Grant (JAG) will be provided to Tarrant County.

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

SECTION 1. That the City Council of Bedford, Texas, authorizes the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and the cities of Fort Worth, Arlington, Hurst, North Richland Hills and the County of Tarrant, Texas for the 2011 Byrne Justice Assistance Grant (JAG) Formula Program Award.

PASSED AND APPROVED this 27th day of September 2011, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstention, at a regular meeting of the City Council of the City of Bedford, Texas.

\_\_\_\_\_  
Jim Story, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

THE STATE OF TEXAS

COUNTIES OF TARRANT,  
DENTON AND WISE

KNOW ALL BY THESE PRESENT

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITIES OF FORT WORTH, ARLINGTON,  
BEDFORD, HURST, NORTH RICHLAND HILLS,  
AND COUNTY OF TARRANT, TEXAS**

**2011 BYRNE JUSTICE ASSISTANCE GRANT (JAG) FORMULA PROGRAM AWARD**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2011, by and between the COUNTY of TARRANT, acting by and through its duly authorized representative, hereinafter referred to as COUNTY, the CITY of FORT WORTH, acting by and through its duly authorized representative, hereinafter referred to as CITY, and the Cities of Arlington, Bedford, Hurst, North Richland Hills, acting by and through their duly authorized representatives, and hereinafter collectively referred to as SUBRECIPIENT or individually by name, located entirely within the State of Texas, witnesseth:

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

**WHEREAS**, under the 2011 Byrne Justice Assistance Grant (JAG), the Department of Justice (DOJ) has awarded a total of \$697,332 to be distributed to the parties to this Agreement, hereafter referred to as JAG award; and

**WHEREAS**, the CITY has agreed to serve as the fiscal agent for the JAG award, and distribute all such funds between the cooperating parties; and

**WHEREAS**, the CITY, COUNTY and SUBRECIPIENTS believe it to be in their best interests to reallocate the JAG award as set forth herein.

**NOW THEREFORE, the CITY, COUNTY, and SUBRECIPIENTS agree as follows:**

**Section 1.**

CITY agrees to provide the COUNTY \$65,055 from the JAG award.  
ARLINGTON agrees to provide the COUNTY \$35,025 from the JAG award.  
BEDFORD agrees to provide the COUNTY \$3,390 from the JAG award.  
HURST agrees to provide the COUNTY \$2,864 from the JAG award.  
NORTH RICHLAND HILLS agrees to provide the COUNTY \$3,493 from the JAG award.

**Section 2.**

CITY agrees to reimburse the COUNTY a total of \$120,742 from the JAG award.  
CITY agrees to reimburse SUBRECIPIENT ARLINGTON a total of \$183,882 from the JAG award.  
CITY agrees to reimburse SUBRECIPIENT BEDFORD a total of \$17,799 from the JAG award.  
CITY agrees to reimburse SUBRECIPIENT HURST a total of \$15,033 from the JAG award.  
CITY agrees to reimburse SUBRECIPIENT NORTH RICHLAND HILLS a total of \$18,337 from the JAG award.

JAG Memorandum of Understanding between the Cities of Fort Worth, Arlington, Bedford, Hurst, North Richland Hills, and the County of Tarrant, Texas

**Section 3.**

The above parties agree to utilize their jurisdiction's individual award as outlined in a separate Memorandum of Understanding between CITY and the individual SUBRECIPIENTS or COUNTY.

**Section 4.**

It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

**Section 5.**

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party.

**Section 6.**

This Agreement creates no rights in any third party.

**Section 7.**

As to each individual party, this Agreement incorporates by reference the terms and conditions contained in the following three additional documents, as if set forth at length herein: (1) the Memorandum of Understanding between CITY and the individual SUBRECIPIENTS or COUNTY; (2) the applicable Grant Award Agreement; and (3) the individual SUBRECIPIENT'S budget submitted in connection with this grant award. With the exception of those aforementioned agreements and/or documents, this Agreement contains all commitments and agreements of the parties, and no oral or written commitments have any force or effect to alter any term or condition of this Agreement, unless in writing and signed by authorized representatives of all parties.

IN WITNESS WHEREOF, the following authorized representatives execute this Agreement:

CITY OF FORT WORTH, TEXAS

ATTEST:

By: \_\_\_\_\_  
Charles W. Daniels  
Assistant City Manager

\_\_\_\_\_  
City Secretary

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

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

Contract No.: \_\_\_\_\_

M&C No.: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Jessica Sangsvang  
Assistant City Attorney

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

COUNTY OF TARRANT, TEXAS

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

APPROVED AS TO FORM:

By: \_\_\_\_\_  
District Attorney's Office

CITY OF ARLINGTON, TEXAS

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

Trey Yelverton  
Deputy City Manager

CITY OF BEDFORD, TEXAS

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

Beverly Griffith  
City Manager

CITY OF HALTOM CITY, TEXAS

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

Thomas J. Muir  
City Manager

CITY OF HURST, TEXAS

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

W. Allan Weegar  
City Manager

CITY OF NORTH RICHLAND HILLS, TEXAS

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

Mark Hindman  
City Manager



# Council Agenda Background

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## PRESENTER:

Roger Gibson, Police Chief

## ITEM:

Consider a resolution authorizing the City Manager to enter into an interlocal agreement with Tarrant County for the purposes of adding the City of Bedford as a member of the North Central Texas Major Case Investigative Team (MCIT).

## DISCUSSION:

The Tarrant County District Attorney has initiated a project to create a multi-jurisdictional North Central Texas Major Case Investigative Team (MCIT). Currently, there are thirty-eight agencies participating in MCIT, including: Arlington, Colleyville, Euless, Hurst, Grapevine, Haltom City, Hurst, Keller, North Richland Hills, Southlake and Watauga.

The primary purpose of the MCIT initiative is to provide a pool of specially trained investigators and support staff to allow for the concentration of investigative resources beyond the capabilities of any individual agency. A large number of trained investigators focusing on a single investigation will provide the participating agency administrators the ability to organize rapid and comprehensive responses in the event of a major crime.

Forming a multi-jurisdictional investigative team is the most effective and cost efficient solution for major case investigations. It will benefit the small-to-medium sized agencies in Tarrant County by providing investigators with proper training and exposure to major cases. Should a major case occur, participating agencies will be supplemented with additional detectives/investigators and resources at no cost to the agency.

The interlocal agreement outlines the governance and protocols for utilization and activation of the MCIT.

Examples of major case investigations that would be considered for an activation of the MCIT could be:

- Homicides with no suspects
- Missing children with no family involvement suspected

Other examples that may be considered, but require approval from the MCIT Board of Directors, could be:

- Aggravated robbery with no suspects
- Aggravated kidnapping with no suspects
- Missing person with a criminal offense indicated
- Serial sexual assaults with no suspects

The Police Department intends to provide two detectives to serve on the MCIT.

The City Attorney has reviewed and approved the interlocal agreement.

## RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an interlocal agreement with Tarrant County for the purposes of adding the City of Bedford as a member of the North Central Texas Major Case Investigative Team (MCIT).

**FISCAL IMPACT:**

The fiscal impact would consist of providing personnel to other agencies during a major case investigation when the MCIT is activated.

**ATTACHMENTS:**

Resolution  
Interlocal Agreement (Exhibit "A")

RESOLUTION NO. 11-

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH TARRANT COUNTY FOR THE PURPOSES OF ADDING THE CITY OF BEDFORD AS A MEMBER OF THE NORTH CENTRAL TEXAS MAJOR CASE INVESTIGATIVE TEAM (MCIT).**

**WHEREAS, there is a need to form a North Central Texas Major Case Investigative Team to train investigators from the cities within Tarrant County to pool resources and have a team ready to assist in the event of a major crime occurring in a member city; and,**

**WHEREAS, the City Council of Bedford, Texas deems it to be in the best interest of the citizens of Bedford to enter into an interlocal agreement with Tarrant County for the purpose of adding the City of Bedford as a member of the North Central Texas Major Case Investigative Team (MCIT).**

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

**SECTION 1. That the City Manager is hereby authorized to enter into an interlocal agreement with Tarrant County for the purposes of adding the City of Bedford as a member of the North Central Texas Major Case Investigative Team (MCIT).**

**PASSED AND APPROVED this 27th day of September 2011, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.**

\_\_\_\_\_  
**Jim Story, Mayor**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**NORTH CENTRAL TEXAS MAJOR CASE INVESTIGATIVE TEAM**  
**Memorandum of Agreement**

**1. Purpose:**

The below subscribed law enforcement agencies have joined together in a multi-jurisdictional effort to concentrate investigative resources in the event of a major crime. This initiative will be named the North Central Texas Major Case Investigative Team. The purpose of this agreement is to provide the foundation for the organization, administration, and operation of the North Central Texas Major Case Investigative Team (MCIT).

**2. Definitions:**

The terms listed in this section shall have the following meanings when used in this agreement:

“Participating Agency” means any law enforcement agency that is a party to this agreement.

“Coordinating Agency” means the participating agency designated to maintain the administrative and financial records related to the MCIT. Additionally, the Coordinating Agency facilitates training and the acquisition of needed equipment for the MCIT.

“Chief Executive” means the highest ranking member of an agency participating in the MCIT. This would include the Tarrant County Criminal District Attorney, Sheriffs of a County, the Chief of Police or Director of Public Safety of a municipality, and the Major of Company B, Texas Rangers.

“Member or Participant” means any law enforcement officer or support person employed by a participating agency and designated by the agency’s Chief Executive, or his designee, to participate in the MCIT.

“Requesting Agency” means a participating agency who requests the assistance of the MCIT in responding to a serious incident in its jurisdiction.

“Response Team” means the MCIT participants designated to respond to a MCIT activation.

“MCIT Coordinator” means the person appointed to carry out the MCIT Board’s directives relating to the oversight, coordination, and support of MCIT operations. The MCIT Coordinator’s duties are generally administrative in nature. The MCIT Coordinator may assume supervision of operational duties as requested by the Board of Directors.

“MCIT Incident Commander” means the person designated to manage the operational activities of a MCIT activation. This person may be designated on a case-by-case basis.

**“Requesting Agency Liaison”** means the person assigned to represent the requesting agency by that agency’s Chief Executive, or his/her designee. This person will work closely with the MCIT Coordinator and Incident Commander to ensure that the Requesting Agency is informed and involved in every aspect of the MCIT operation.

**3. Authority:**

The statutory authority for this mutual aid agreement is contained in Chapter 791 of the Texas Government Code and Chapter 362 of the Texas Local Government Code. Nothing within this agreement is intended to change that authority.

**4. Administration:**

The North Central Texas Major Case Investigative Team will be administered by a Board of Directors made up of the Chief Executives of agencies providing personnel to the MCIT. The Tarrant County Criminal District Attorney’s Office will act as the MCIT Coordinating Agency.

The makeup of the Board will be:

- The Tarrant County Criminal District Attorney- Chief Executive of the Coordinating Agency
- The Sheriffs of Denton County, Ellis County, Johnson County, Parker County, Tarrant County and Wise County
- The Major of Company B, Texas Rangers
- Tarrant County Police Chiefs from cities with population over 100,000 (2 members)
- Tarrant County Police Chiefs from cities with population under 100,000 and over 20,000 (3 members)
- Tarrant County Police Chiefs from cities with population under 20,000 (3 members)

The Board of Directors will meet annually, or as required. Correspondence concerning the MCIT should be addressed to:

North Central Texas Major Case Investigative Team  
Tim Curry Criminal Justice Center  
401 West Belknap Street  
Fort Worth, Texas 76196-0201  
Attn: Board of Directors

**5. Primary Goal and Statement of Cooperation to be Rendered:**

The primary goal and purpose of the MCIT is to provide a pool of specially trained investigators and support staff that allows for the concentration of investigative resources beyond the capabilities of

any individual agency. A large number of trained investigators focusing on a single investigation allow participating agency administrators to organize rapid and more comprehensive responses to events of great concern to local communities.

To provide for voluntary cooperation, each of the participating agencies hereby approves and enters into this agreement whereby each of the agencies may request and render law enforcement assistance to the MCIT participating agencies, in dealing with violations occurring in their jurisdictions.

Each MCIT member agency agrees to dedicate at least one investigator for training, organizational and preparedness meetings, and response to a call for assistance from MCIT staff.

**6. Standard Operating Procedures:**

The MCIT Coordinator shall be responsible for drafting and maintaining written Standard Operating Procedures (SOP) governing important matters of the MCIT, to include qualifications, activations, protocols and notifications. The MCIT Board of Directors will be responsible for the adoption and any revisions of the SOP.

**7. Initial Deployment:**

The deployment of a response team will follow a request from a participating agency's chief executive, or a designated representative, made to the MCIT Coordinator or a member of the MCIT Board of Directors. The requesting agency will designate an agency liaison to work with the MCIT Incident Commander to oversee the investigation. The requesting agency will remain actively involved in the investigation working closely with the MCIT Coordinator and MCIT Incident Commander through the Requesting Agency Liaison.

The parties to this agreement stipulate that in the event that a significant investigative or jurisdictional dispute should arise, the issue will immediately be forwarded to the MCIT Board of Directors by the requesting agency chief executive or his/her designee, if the issue cannot be resolved immediately by the MCIT Incident Commander and/or the MCIT Coordinator.

The MCIT Coordinator will be responsible for contacting the members of the response team and giving them the initial deployment location, after consultation with the designated MCIT Incident Commander and Requesting Agency Liaison.

The parties to this agreement stipulate that they will allow their MCIT participant to respond to the MCIT deployment for a minimum of five (5) working days or the conclusion of the deployment whichever is less. Should the deployment require a commitment for longer than the five (5) working days, the MCIT Coordinator shall make an extension request to the Board of Directors and the MCIT Investigator's home agency will be notified of the extension.

**8. Withdrawal from Response:**

The Chief Executive, or his/her designee, may discontinue the participation of his/her employee in any activity initiated pursuant to this agreement.

**9. Equipment:**

The parties to this agreement stipulate that they will provide a vehicle for their investigator(s) along with their regular work and safety equipment assigned to them.

The agency requesting assistance from the MCIT shall provide a suitable place for the team to meet and do their work. Telephone, computers, and network connections shall be made available to the team.

All participating agencies agree that equipment purchased with funds made available for the specific use of the MCIT shall be under the care, custody, and control of the MCIT Coordinating Agency. If and when the North Central Texas Major Case Investigative Team initiative is terminated, equipment may be subject to equitable sharing to the participating agencies upon written request and subsequent approval of the MCIT Board of Directors.

**10. Qualification of Office and Oath:**

The qualifications of office of participating agencies members shall constitute his or her qualifications for office within the territorial limits of the requesting agency and no additional oath, bond, or compensation shall be required.

**11. Right to Reimbursement:**

Each party to this agreement, when providing services of personnel as a responding member, expressly waives the right to receive reimbursement for services performed or equipment utilized under this agreement even though a request for such reimbursement may be made pursuant to Chapter 362 of the Texas Local Government Code.

**12. Officer Benefits:**

Any member of a participating agency assigned to the assistance of another participating agency pursuant to this agreement shall receive the same wage, salary, pension, and all other compensation in all other rights of employment in providing such service, including injury, death benefits and worker compensation benefits as well as any available insurance, indemnity or litigation defense benefits. Said benefits shall be the same as though the member in question had been rendering service within the territorial limits of the agency where he or she is regularly employed. All wage and disability payments, including worker compensation benefits, pension

payments, damage to equipment, medical expenses, travel, food and lodging shall be paid by the agency which regularly employs the member providing service pursuant to this agreement in the same manner as though such service had been rendered within the limits of the agency where such person is regularly employed. Each responding participating agency shall remain responsible for the payment of salary and benefits as well as for legal defense of the responding agency's personnel when acting pursuant to this agreement.

**13. Liability:**

In the event that any person performing law enforcement services pursuant to this agreement shall be named or cited as a party to any civil claim or lawsuit arising from the performance of their services, said person shall be entitled to the same benefits from their regular employer as they would be entitled to receive if such similar action or claim had arisen out of the performance of their duties as a member of the agency where they are regularly employed and within the jurisdiction of the agency by whom they are regularly employed. The participating agencies hereby agree and covenant that each agency shall remain solely responsible for the legal defense and any legal liability due to the actions of an officer or other personnel regularly employed by said agency. Nothing herein shall be construed to expand or enlarge the legal liability of a participating agency for any alleged acts or omissions of any employee beyond that which might exist in the absence of this agreement. Nothing herein shall be construed as a waiver of any legal defense of any nature whatsoever to any claim against a participating agency or against an officer or employee of a participating agency.

**14. Waiver of Claims:**

Each party to this agreement and its participating members respectively waives all claims against each and every other party or member for compensation from any loss, damage, personal injury or death occurring as a consequence of the performance of this agreement even though such alleged damage may have or is alleged to have occurred as a result of alleged negligent or other tortious conduct of any party to this agreement.

**15. Immunity Not Waived:**

The parties hereto expressly do not waive any immunity or other defenses to any civil claims with the execution of this agreement. It is understood and agreed that, by executing this agreement, no party or member hereto waives, nor shall be deemed hereby to waive, any immunity or defense which otherwise is available in claims arising which are in connection with any activity conducted pursuant to this agreement.

**16. Venue:**

Each party to this agreement agrees that if legal action is brought under this agreement, the venue shall lie in the county in which the defendant member is located, and if located in more than one county, then it shall lie in the county in which the principal offices of said defendant member are located. The Parties hereby stipulate and agree that this agreement is to be construed and applied under Texas law.

**17. Arrest Authority Outside Primary Jurisdiction:**

It is expressly agreed and understood that a law enforcement officer employed by a participating agency who performs activities pursuant to this agreement may make arrests outside the jurisdiction in which said officer is regularly employed, but within the area covered by this agreement; provided, however, that the law enforcement agency of the requesting jurisdiction and/or the jurisdiction in which the arrest is made shall be notified of such arrest without unreasonable delay. The peace officers employed by the parties to this agreement shall have such investigative or other law enforcement authority in the jurisdictional area encompassed by the participating agencies, collectively, to this agreement as is reasonable and proper to accomplish the purposes for which a request for mutual aid assistance is made pursuant to this agreement.

**18. Clauses Severable:**

The provisions of this agreement are to be deemed severable such that should any one or more of the provisions or terms contained in this agreement be, for any reason, held to be invalid, illegal, void, or unenforceable; such holding shall not affect the validity of any other provision or term herein and the agreement shall be construed as if such invalid, unenforceable, illegal or void provision or term did not exist.

**19. Media Releases:**

The responsibility for media releases rests with the agency where the offense occurred. The designated Public Information Officer by that jurisdiction shall work closely with the supervisors of the MCIT and information will not be released to the media without the supervisors from the MCIT approving the content in regards to its potential consequences on the successful outcome of the case. Final authority for all media releases is retained by the requesting agency's chief executive.

**20. Property and Evidence:**

All property and evidence, including currency, seized in connection with state violations pursuant to this agreement will be processed and maintained by the requesting agency or as otherwise agreed.

**21. Equitable Sharing:**

Any property seized as a direct or indirect result of a MCIT activation that is considered contraband subject to forfeiture proceedings pursuant to Chapter 59 of the Texas Code of Criminal Procedure (CCP) will be handled in accordance with any prior Chapter 59 Forfeiture Agreements entered into by the Tarrant County Criminal District Attorney and each of the participating agencies. If no such agreement exists, then the parties to this agreement agree to handle said property in accordance with Chapter 59 of the CCP.

**22. Procedures for Review and Revision of this Agreement:**

Review of this agreement shall be made by the Board of Directors as required. The Board of Directors shall meet annually, or as otherwise needed, to evaluate the results and merits of this multi-jurisdictional effort. Any revisions or decisions regarding the operation of the MCIT shall be by a majority of votes cast by the Board of Directors in attendance at the called meeting.

**23. Termination of Agreement:**

Any party to this agreement may terminate its participation or rights and obligations as a party by providing thirty (30) days written notice to the Board of Directors at the address listed in Section 4 of this agreement. Such termination or withdrawal shall have no effect upon the rights and obligations of the remaining parties under this agreement.

**24. Effective Date:**

This agreement becomes effective immediately upon execution by the parties hereto and continues to remain in effect until terminated pursuant to Section 23 above. This agreement may be duplicated for dissemination to all parties, and such duplicates shall be of the same force and effect as the original.

**25. Modification:**

This agreement may be amended or modified by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement. This instrument contains the complete agreement of the parties hereto and any oral modifications, or written amendments not incorporated to the agreement, shall be of no force or effect to alter any term or condition herein.

**26. Execution of Agreement:**

This agreement shall be executed by the duly authorized official of the respective parties pursuant to approving resolutions of the governing body of the respective units of local government. Copies

of said approving resolutions shall be attached hereto and made a part hereof. This agreement may be executed in multiple original copies by the respective Parties.

**27. Compliance with Law:**

The Parties shall observe and comply with all applicable Federal, State and Local laws, rules, ordinances and regulations that affect the provision of services provided herein.

**28. Coordinating Agency:**

The parties hereby agree that the Tarrant County Criminal District Attorney's Office shall serve as the Coordinating Agency of this agreement. The Tarrant County Criminal District Attorney's Office shall maintain on file executed originals and any future modifications to this agreement.

Executed and entered into this the 7<sup>th</sup> day of December, 2010 by:

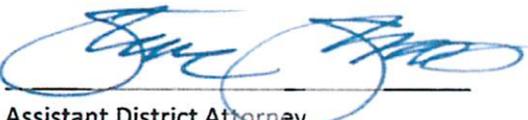
**TARRANT COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE**

  
\_\_\_\_\_  
Joe Shannon Jr.  
Tarrant County Criminal District Attorney

**TARRANT COUNTY, TEXAS**

  
\_\_\_\_\_  
Glen Whitley  
Tarrant County Judge

**APPROVED AS TO FORM\*:**

  
\_\_\_\_\_  
Assistant District Attorney

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

**APPROVAL OF MAJOR CASE INVESTIGATION TEAM MEMORANDUM OF AGREEMENT**

Executed and entered into on this 13<sup>th</sup> day of September, 2011

**CITY OF BEDFORD, TEXAS**

\_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
City Secretary

**APPROVED**

\_\_\_\_\_  
City Attorney

Approved by resolution No. \_\_\_\_\_



# Council Agenda Background

## PRESENTER:

Roger Gibson, Police Chief

## ITEM:

Consider a resolution authorizing the City Manager to enter into a seven-year agreement with New World Systems for the renewal of the software and maintenance contract in the amount of \$41,500 annually, a one-time technology upgrade in the amount of \$490,000, of which \$366,150 will be funded through a lease agreement, and travel and training costs in the amount of \$37,500.

## DISCUSSION:

The Police Department has been a customer of New World Systems since 1993. New World Systems provides software and maintenance for the Records Management System (RMS), Computer Aided Dispatch (CAD) and field reporting systems.

Current New World software operates in an AS/400 “green screen” platform, which is outdated and will eventually become obsolete. This platform is very limited in its capabilities and is not user friendly. Data has been inputted for almost 18 years; however, extracting the data is time consuming or unattainable.

Though New World Systems has offered a Microsoft platform for several years, the Police Department has been unable to even consider the upgrade due to cost.

In early 2011, the Police Department was approached by New World Systems regarding a ‘hybrid’ pricing/lease agreement that would make the upgrade to a Microsoft platform less cost prohibitive. This hybrid plan included a drastic reduction to the City’s software and maintenance agreement (SSMA) to \$41,500 annually for seven years, a seven-year lease purchase agreement with a third party vendor in the amount of \$366,150 (which equates to roughly \$65,363.04 annually), a one-time payment of \$86,350 (the remaining balance of the one-time payment of \$490,000), and travel/training in the amount of \$37,500.

A full breakdown of the costs associated with the upgrade and SSMA are as follows:

Fiscal Year	One-Time Payment <sup>1</sup>	Travel/Training Costs <sup>1</sup>	New World Sys SSMA	Lease Payment <sup>2</sup>	Total Payment
2011/12	\$86,350	\$37,500	\$41,500	\$65,363.04	\$230,363.04
2012/13	0	0	\$41,500	\$65,363.04	\$106,863.04
2013/14	0	0	\$41,500	\$65,363.04	\$106,863.04
2014/15	0	0	\$41,500	\$65,363.04	\$106,863.04
2015/16	0	0	\$41,500	\$65,363.04	\$106,863.04
2016/17	0	0	\$41,500	\$65,363.04	\$106,863.04
2017/18	0	0	\$41,500	\$65,363.04	\$106,863.04

<sup>1</sup>One time payment includes an \$86,350 upfront costs after October 1, 2011 and \$37,500 in training and travel of New World staff to provide onsite training

<sup>2</sup>Lease purchase figures may be slightly different than represented here due to daily changes in interest rates. Lease agreement will be presented at the October 11, 2011 City Council Meeting.

This ‘hybrid’ pricing structure would allow the City to receive the necessary upgrade with an annual price that would be locked in for seven years at approximately the same cost as our current annual AS/400 SSMA (this annual payment is typically paid for out of the Information Services budget).

The alternative of not upgrading to the Microsoft platform would be to continue paying the SSMA contract for the AS/400 system. The contract price would be approximately \$104,500 for FY 2011/12 with an anticipated minimum increase of 3 to 6% each subsequent year. Over the past five years, the City has paid a minimum of 4% and a maximum of 10.7% increase annually. Further, the efficiencies and effectiveness of the Police Department would continue to be compromised.

Benefits of the upgrade include, but are not limited to, the following:

- Allow the Animal Control Division to be brought into the Police Department's RMS (currently utilizing a very basic system that does not integrate with the Police Department's system).
- Allows for interactive patrol briefings (real time information, etc.).
- Allows for a user-friendly environment that decreases training time of new personnel (new personnel are typically Windows savvy and have never worked in a green screen environment).
- Allows for user-friendly data extraction for statistical purposes and/or crime analysis by any authorized department member.
- Contains a user-friendly crime mapping component.
- Affords the ability to attach any type of media (audio/video) to case files and electronically store and/or send files to the District Attorney's Office or other law enforcement agency.
- Afford the Detectives the ability to view all media files attached to a case without having to check the files out of evidence through the Department's Property Technician.
- Allow for automatic redactions to open record's requests.
- Provides for an equipment/inventory tracking module.
- Provides the ability to automatically generate false alarm invoices that includes a full twelve-month overview of false alarms (currently have to manually perform this function).
- Eliminates the need for officers in the field to do an additional 'field report' should they have more property, suspects, case subject, etc. to add to an existing report.
- Instantly creates photo line-ups by filtering stored mug shots/photos based on specified criteria.
- Decreases the human error element by providing predesigned scripts for Dispatchers to use when dealing with critical incidents (provides questions to ask and prompts them as to what information needs to be retrieved).
- Provides the ability to go to a paperless system.
- Provides Municipal Court Warrant Officers with access to the Police Department's RMS.
- Provides the Fire Department with an interface to their Fire House RMS system.

Benefits to the City's EOC:

- Provides CAD capabilities that currently do not exist.
- Call Takers are able to input non-emergency call for service directly into CAD.
- Provides real time status capabilities of emergency and non-emergency calls that can be filtered/sorted by the need of the individual user.
- Allows multiple windows to be opened at the same time on one screen in order to filter information (i.e. City Manager can view both Police and Public Works calls that are in queue to be dispatched on separate screens within one monitor).

## **RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a seven-year agreement with New World Systems for the renewal of the software and maintenance contract in the amount of \$41,500 annually, a one-time technology upgrade in the amount

of \$490,000, of which \$366,150 will be funded through a lease agreement, and travel and training costs in the amount of \$37,500.

**FISCAL IMPACT:**

The fiscal impact for FY 2011/12 would be \$230,363.04, to be paid out of the General Fund.

**ATTACHMENTS:**

Resolution  
New World 'Additional Software License Agreement'

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SEVEN-YEAR AGREEMENT WITH NEW WORLD SYSTEMS FOR THE RENEWAL OF THE SOFTWARE AND MAINTENANCE CONTRACT IN THE AMOUNT OF \$41,500 ANNUALLY, A ONE-TIME TECHNOLOGY UPGRADE IN THE AMOUNT OF \$490,000, OF WHICH \$366,150 WILL BE FUNDED THROUGH A LEASE AGREEMENT, AND TRAVEL AND TRAINING COSTS IN THE AMOUNT OF \$37,500.

WHEREAS, the City Council of Bedford, Texas deems it to be in the best interest of the Police Department and the citizens of Bedford to upgrade the current records management and computer aided dispatching technology from an AS/400 environment to a Microsoft platform; and,

WHEREAS, the City Council of Bedford, Texas deems it in the best interest of the City to renew a software and maintenance contract with New World Systems.

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

SECTION 1. That the City Manager is hereby authorized to enter into a seven-year agreement with New World Systems for the renewal of the software and maintenance contract in the amount of \$41,500 annually, a one-time technology upgrade in the amount of \$490,000, of which \$366,150 will be funded through a lease agreement, and travel and training costs in the amount of \$37,500.

PASSED AND APPROVED this 27th day of September 2011, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

\_\_\_\_\_  
Jim Story, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

August 22, 2011

**ADDITIONAL SOFTWARE LICENSE AGREEMENT**  
For an Aegis 400 to Aegis MSP Upgrade and Additional Modules

Chief Roger Gibson  
Bedford Police Department  
2121 L. Don Dodson Dr.  
Bedford, TX 76021

Dear Chief Gibson:

New World Systems is pleased to license you additional software and provide implementation services for the upgrade of your AS/400 Licensed Standard Software to the New World Aegis MSP Licensed Standard Software.

The attached forms (Exhibits AA, B, C, F and Appendix 1) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement with the Bedford Police Department, Texas are incorporated and continue to apply. Upon completion of the upgrade to Aegis MSP standard software, the definition of COMPUTER from the October 19, 1993 Agreement will be the MSP server(s) in use, and not the IBM AS/400. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

Please acknowledge the change and your understanding on the services by the appropriate signature below.

**ACKNOWLEDGED AND AGREED TO BY:**

**NEW WORLD SYSTEMS® CORPORATION**  
(New World)

**BEDFORD POLICE DEPARTMENT, TX**  
(Customer)

By: \_\_\_\_\_  
Larry D. Leinweber, President

By: \_\_\_\_\_  
Authorized Signature Title

By: \_\_\_\_\_  
Authorized Signature Title

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

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

**Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.**

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

**PRICING ASSUMES CONTRACT EXECUTION BY SEPTEMBER 30, 2011.**

**EXHIBIT AA**  
**TOTAL COST SUMMARY AND PAYMENT SCHEDULE**

**I. Payments for Licensed Standard Software Subscription, Implementation Services, Third Party Products and Stand Software Maintenance Services.**

<b><u>DESCRIPTION OF PAYMENTS</u></b>	<b><u>PAYMENTS</u></b>
A. ANNUAL SUBSCRIPTION PAYMENTS – See Paragraph one of Exhibit C	
1. One Time Payment due upon Effective Date	\$490,000
2. Year 1 Subscription Payment	\$41,500
• Invoiced on October 1, 2011	
3. Year 2 Subscription Payment	\$41,500
• Invoiced on October 1, 2012	
4. Year 3 Subscription Payment	\$41,500
• Invoiced on October 1, 2013	
5. Year 4 Subscription Payment	\$41,500
• Invoiced on October 1, 2014	
6. Year 5 Subscription Payment	\$41,500
• Invoiced on October 1, 2015	
7. Year 6 Subscription Payment	\$41,500
• Invoiced on October 1, 2016	
8. Year 7 Subscription Payment	\$41,500
• Invoiced on October 1, 2017	
9. Year 8 Subscription Payment	\$131,000
• Invoiced on October 1, 2018	
10. Year 9 Subscription Payment	\$134,938
• Invoiced on October 1, 2019	
11. Year 10 Subscription Payment	\$139,000
• Invoiced on October 1, 2020	
<b>TOTAL SUBSCRIPTION PAYMENTS:</b>	<b><u>\$1,185,438</u></b>
B. TRAVEL EXPENSES (Estimate) – billed as incurred	
(These expenses are billed as incurred)	\$37,500
1. 25 trips are anticipated.	
2. Travel Time for the estimated 25 trips is not included in this estimate and will be billed as incurred.	

\*Estimate

**PRICING ASSUMES CONTRACT EXECUTION BY SEPTEMBER 30, 2011.**

**ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE.**

*Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.*

**EXHIBIT A**  
**LICENSED STANDARD SOFTWARE AND FEES**

**License Fee for Licensed Standard Software And Documentation Selected By Customer:**

Application Package <sup>1, 2, 3, 4, 12, 13</sup>

Cost

**EXISTING SOFTWARE TO BE REPLACED**

**CAD**

(Workstations included in CAD Base - 8)

**1. Aegis/MSP Combined LE/Fire/EMS CAD**

- Call Entry
- Call Control Panel
- Unit Recommendations
- Unit Status and Control Panel
- Call Stacking
- CAD Messaging
- Call Scheduling
- Dispatch Questionnaire
- GIS/Geo-File Verification
- Hazard and Location Alerts
- Hydrant Inventory
- Access to Aegis/MSP LE Records
- Access to Aegis/MSP Fire Records
- Note Pads
- Rip-N-Run Remote Printing
- Run Cards
- Tone Alerts

**2. Additional Aegis/MSP Software for Computer Aided Dispatch <sup>5</sup>**

- BOLOs
- CAD Mapping
- Data Analysis/Crime Mapping/Management Reporting <sup>6</sup>

**3. Aegis/MSP Third Party CAD Interface Software <sup>5</sup>**

- E-911 Interface <sup>7</sup>
- Aegis/MSP State/NCIC Interface<sup>8</sup>  
*Includes 12 - 15 screens*
- On-Line CAD Interface to State/NCIC<sup>8</sup>

**Exhibit A / LICENSED STANDARD SOFTWARE AND FEES**

**LAW ENFORCEMENT RECORDS**

**(Workstations included in LE Records Base - 24)**

**4. Aegis/MSP Single Jurisdiction Base Law Enforcement Records**

- Accidents
- Arrest
- Business Registry
- Case Processing
- Computer Aided Investigations
- Federal Reports (UCR/IBR)
- GIS/Geo-File Verification
- Impounded Vehicles
- Incident Tracking
- Jacket Processing
- Personnel/Education
- Property
- Traffic Tickets and Citations
- Wants and Warrants

**5. Aegis/MSP Federal and State Compliance Reporting for LE Records**

- Federal UCR/IBR<sup>9</sup>

**6. Additional Aegis/MSP Software for Law Enforcement Records**

- Alarm Tracking and Billing
- Bookings
- Case Management
- Data Analysis/Crime Mapping/Management Reporting<sup>6</sup>
- Hazardous Materials
- Orders of Protection
- Property Room Bar Coding<sup>5</sup>

**7. Aegis/MSP Third Party LE Records Interface Software<sup>5</sup>**

- Livescan Interface  
*Supports Identix, CrossMatch, Printrak, Sagem Morpho, Cogent*

**8. Aegis/MSP Imaging Software**

- Public Safety Lineups/Mug Shots<sup>10</sup>

**9. Additional Law Enforcement Records Workstations**

- 56 additional workstations
- 5 view/inquiry workstations

**Exhibit A / LICENSED STANDARD SOFTWARE AND FEES**

**ADDITIONAL SOFTWARE TO BE DELETED AND ADDED**

**DELETED STANDARD SOFTWARE**

**MOBILE CLIENT SOFTWARE**

**1. Aegis® Law Enforcement Mobile Unit Software**

**Mobile Messaging**

LE State/NCIC via Switch<sup>8</sup> (15 units)

Driver's License Mag Strip Reader/Barcode Reader Interface  
(23 Units)

**ADDED STANDARD SOFTWARE**

**CAD**

**2. Aegis/MSP Third Party CAD Interface Software<sup>5</sup>**

- Fire Records Interface (one-way interface; CAD closed incidents)  
*Supports Firehouse, Zoll/Sunpro, Alpine*

**LAW ENFORCEMENT RECORDS**

**3. Additional Aegis/MSP Software for Law Enforcement Records**

- Animal Tracking<sup>11</sup>
- Field Investigations

**MOBILE CLIENT SOFTWARE**

**4. Aegis® Fire Mobile Unit Software (15 Units)**

Fire CAD via Switch

## Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

### ENDNOTES

- <sup>1</sup> *Personal Computers must meet the minimum hardware requirements for New World Systems' MSP product. Microsoft Windows XP or later is required for all client machines. Windows 2003/2008 Server and SQL Server 2005/2008 are required for the Application and Database Server(s).*
- <sup>2</sup> *New World Systems' MSP product requires Microsoft Windows 2003/2008 Server and SQL Server 2005/2008 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- <sup>3</sup> *New World Systems' MSP product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.*
- <sup>4</sup> *New World recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, New World will provide further consultation for this environment.*
- <sup>5</sup> *Does not include any required 3rd party hardware or software unless specified in Appendix 1 of this agreement. Customer is responsible for any 3rd party support.*
- <sup>6</sup> *Application may require a separate Server.*
- <sup>7</sup> *Requires Lantronix USC 1100 included in Appendix 1 of this agreement.*
- <sup>8</sup> *Customer is responsible for obtaining the necessary State approval and any non-New World hardware and software.*
- <sup>9</sup> *Federal UCR/IBR includes edits, reports and electronic submission.*
- <sup>10</sup> *Camera must meet product specifications and be procured through New World.*
- <sup>11</sup> *The Animal Tracking module consists of two main components. The first component consists of the Animal Entry and Animal Search screens, which allows Customer to track information about animals associated with Law Enforcement Records incidents. The second component permits Customer to enter and maintain animal and kennel licensing information. Animal data created via the Animal Tracking module can be accessed via the following Law Enforcement Records modules: Incidents, Tickets and Citations, Property Room, and Persons and Businesses (to identify animal owners).*
- <sup>12</sup> *Prices assume that all software is licensed.*
- <sup>13</sup> *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

**EXHIBIT B**  
**PROJECT MANAGEMENT, IMPLEMENTATION AND**  
**TRAINING SUPPORT SERVICES**

**1. Project Management Services**

**New World** shall act as Project Manager to assist **Customer's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **Customer's** management and the Customer Liaison. Project Management Services include:

- a) a summary level Implementation Plan;
- b) a detail level Implementation Plan;
- c) revised Implementation Plans (if required);
- d) monthly project status reports; and
- e) project status meetings
  - a project review (kickoff) meeting at **Customer's** location
  - progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location; and
  - a project close-out meeting at **Customer's** location to conclude the project.
- f) **New World** consultation with other vendors or third parties.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 12 months after the Effective Date.

**2. Implementation and Training Support Hours Recommended**

It is recommended that appropriate support hours are allocated for all Licensed Standard Software listed in Exhibit A to insure successful implementation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, up to **412** hours of **New World** implementation and training support services have been allocated for this project. Excess hours requested shall be billed at the Hourly Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out-of-pocket costs and lost revenues. The recommended implementation and training support services include:

- a) implementation of each package of Licensed Standard Software;
- b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software; and
- c) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff.

The project management, implementation and training support services provided by **New World** may be performed at **Customer's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

**3. Other Installation Services**

Installation Services included to upgrade the following Mobile Applications:

- a) Messaging and Field Reporting (including Accidents)
- b) Mugshot Download

## **Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES**

### **4. Mobile Form(s) Enhancements**

The following mobile forms will be upgraded to add Multiples and/or Dynamic Print (no additional form changes included):

- a) Case Report (Entry and Print)
- b) Case Supplement (Entry and Print)
- c) Arrest Report (Entry and Print)
- d) Incident /Supplement (Entry and Print)

### **5. Interface Installation Service**

**New World** shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

- a) 911 Interface
- b) State / NCIC
- c) On-Line CAD Interface to State / NCIC
- d) Livescan
- e) New World Mug Shots / Imaging
- f) Fire Records Interface
- g) Windows Operating System Assurance
- h) Geo-File Implementation

**New World's** GIS implementation services are to assist the **Customer** in preparing the New World required GIS data for use with the Licensed Aegis Software. Depending upon the Licensed Software the **Customer** at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). **Customer** is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary **New World** will assist **Customer** in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. **New World** is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed Aegis Software.

## **Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES**

### **6. Hardware Quality Assurance Service**

**New World** shall provide Hardware Systems Assurance of **Customer's** Aegis/MSP server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses and time.

- a) Hardware Quality Assurance Services Standard Environment:  
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
  - Validate Hardware Configuration and System Specifications
  - Validate Network Requirements, including Windows Domain
  - Physical Installation of **New World** Application Servers
  - Install Operating System and Apply Updates
  - Install SQL Server and Apply Updates
  - Install New World Applications Software and Apply Updates
  - Establish Base SQL Database Structure
  - Install Anti-Virus Software and Configure Exclusions
  - Install Automated Backup Software and Configure Backup Routines
  - Configure System for Electronic Customer Support (i.e. NetMeeting)
  - Tune System Performance Including Operating System and SQL Resources
  - Test High Availability/Disaster Recovery Scenarios (if applicable)
  - Provide Basic System Administrator Training and Knowledge Transfer
  - Document Installation Process and System Configuration

### **7. Additional Services Available**

Other **New World** services may be required or requested for the following:

- a) additional software training;
- b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
- c) **New World** consultation with other vendors or third parties;
- d) modifying the Licensed Standard Software;
- e) designing and programming Licensed Custom Software; and
- f) maintaining modified Licensed Standard Software and/or custom software.

**Customer** may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World** and will be provided at the Hourly Rate).

**EXHIBIT C**  
**STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)**

This Standard Software Maintenance Agreement (SSMA) between **New World** and **Customer** sets forth the standard software maintenance support services provided by **New World**.

**1. Service Period and Early Termination**

This SSMA shall remain in effect for a period of ten (10) years (the SSMA term) beginning on 10/01/2011 (the start date) and ending on the same calendar date at the conclusion of the SSMA term. **New World** has provided a substantial customer upgrade discount on Exhibits A and B, plus favorable payment terms for the Exhibit A and B costs. In consideration for these discounts and favorable payment terms, **Customer** agrees to pay the full amount of annual payments due **New World** under Exhibit C. If **Customer** terminates its License Agreement with **New World** during the Service Period or fails to pay all the SSMA amounts as specified herein, **Customer** shall pay a one-time early termination fee of \$1,185,438. **Customer** shall also forfeit the license to use the Aegis MSP licensed product and shall return all copies of the licensed product to **New World**. No cancellation of Exhibit A software modules and related fees will be allowed during the service period.

**2. Services Included**

**New World** shall provide the following services during the SSMA term.

- a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);
- b) temporary fixes to Licensed Standard Software (see paragraph 6 below);
- c) revisions to Licensed Documentation;
- d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and
- e) invitation to and participation in user group meetings.
- f) Emergency 24-hour per day telephone support, for *Aegis* CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the *Aegis* CAD phone support will be provided via pager and a **New World** support representative will respond to CAD service calls within 30 minutes of call initiation.
- g) Includes integration of the embedded software that is a component of the Exhibit A Licensed Standard Software.

Items a, b, and c above will be distributed to **Customer** by electronic means.

Additional support services are available as requested by **Customer** at the Hourly Rate.

**3. Maintenance for Modified Licensed Standard Software and Custom Software**

**Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain.** If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, or for prior releases of **New World's** software, then the additional **New World** maintenance or support services provided shall be billed at the Hourly Rate.

**Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT**

**4. Billing**

Maintenance costs will be billed annually.

**5. Additions of Software to Maintenance Agreement**

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

**6. Requests for Software Correction on Licensed Standard Software**

At any time during the SSMA term, if **Customer** believes that the Licensed Standard Software does not conform to the warranties provided under this **Agreement**, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request For Service (RFS) provided at the Hourly Rate.

The no-charge software correction service does not apply to any of the following:

- a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and
- c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

**7. Maintenance Costs for Licensed Standard Software Packages Covered for MSP Servers**

**New World** agrees to provide software maintenance at the costs listed below for the **New World** Licensed Standard Software packages described in Exhibit A. and existing mobile software listed below.

	<b>Existing Mobile Software Modules as of current SSMA</b>	<b>Number of Modules</b>
a)	Base Message Switch to State/NCIC	2
b)	Additional <i>Aegis</i> Software for RS/6000 Message Switch	2
c)	<i>Aegis</i> /MSP Mobile Integration Software	1
d)	<i>Aegis</i> Mobile Management Server Software	2
e)	<i>Aegis</i> Law Enforcement Mobile Unit Software	8

**8. Payment Default and Termination Proceedings**

If the payments in Section 7 of this SSMA are late by more than 30 days from the due date, **Customer** is in default of this **Agreement** and **New World** may declare the termination fee of \$1,185,438 as collectible and **Customer** agrees to pay immediately upon written notice from **New World**. **Customer** also agrees that failure to pay shall immediately forfeit their license to use the Licensed Standard Software.

**Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT**

If **Customer** is in default, the **Customer** agrees that any collection process or termination proceedings shall be governed by the laws of the State of Michigan and conducted in the Courts of Oakland County, Michigan. This provision supersedes the Termination and Dispute Resolution sections from the Terms and Conditions of the original License and Services Agreement between **Customer** and **New World**.

**EXHIBIT F**  
**DATA FILE CONVERSION ASSISTANCE**

**New World** will provide conversion assistance to **Customer** to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to **Customer** prior to **New World** beginning work on those newly identified files.

**General**

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the conversion effort based on the revised estimate.
2. This conversion effort includes data coming from one unique database or source, not multiple sources.
3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by **Customer** prior to providing the data to **New World**.

**New World Responsibilities**

1. **New World** will create and provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.
2. **New World** will provide the data conversion programs to convert **Customer's** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.
3. As provided in the approved project plan for conversions, **New World** will schedule on-site trips to **Customer** location in order to conduct the following:
  - a. Conversion Analysis
  - b. Assistance for Mapping and Testing
  - c. Conversion Go-Live Implementation and Support

**Customer** will be responsible for actual Travel Expenses for these trips.

4. **New World** will provide **Customer** up to four (4) test iterations of converted data. One test iteration consists of:
  - a. Running a conversion test in the **Customer's** test environment
  - b. **Customer** reviewing a conversion test and responding in writing to **New World** (see **Customer** responsibilities paragraph 3 below)
  - c. **New World** correcting or otherwise responding to issues to issues discovered and reported by **Customer**.
  - d. **New World** conducting internal testing to verify corrections
  - e. **New World** and **Customer** planning for the next test iteration and/or the live implementation.
5. **New World** will provide warranty coverage for any conversion-related issue reported by **Customer** to **New World** within 30 days after the conversion is run in the live database.

## **Exhibit F / DATA FILE CONVERSION ASSISTANCE**

### **Customer Responsibilities**

1. Data files from Customer's current AS400 database are included in this conversion.
2. **Customer** will respond to each test iteration in writing, on a form provided by **New World**, either:
  - a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
  - b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

Up to four (4) test iterations are provided as part of the Data Conversion Process. After the fourth (4<sup>th</sup>) test iteration, **Customer** shall pay \$2,500 for each additional test iteration. **Customer** will promptly review each test iteration when delivered by **New World**. Prompt **Customer** review will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

3. As provided in the project plan for conversions, **Customer** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one ratio exists for **Customer** commitment and the **New World** commitment. **Customer** understands that thorough and timely testing of the converted data by **Customer** personnel is a key part of a successful data conversion.
4. **Customer** agrees to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

**Exhibit F / DATA FILE CONVERSION ASSISTANCE**

The following files will be converted from the Aegis 400 System:

**MASTER FILES**

<b>Master Names</b>			
<b>PSAADR</b>	Addresses	<b>PSINBR</b>	Jacket ID Numbers
<b>PSGADR</b>	Global Addresses	<b>PSJBUS</b>	Jacket School / Business Information
<b>PSAJCK</b>	Jacket Master	<b>PSPADR</b>	Jacket Previous Address
<b>PSALIS</b>	Alias Master	<b>PSPHON</b>	Jacket Additional Contacts
<b>PSASSC</b>	Known Associates	<b>PSSMTH</b>	Jacket Scars / Marks / Tattoos / Handicaps
<b>PSBUSN</b>	Business Additional Characteristics	<b>PLFSBJ</b>	Field Investigation Subjects (if applicable)
<b>PSCHAR</b>	Jacket Additional Characteristics	<b>FRSUBJ</b>	Fire Records Investigation Subjects (if applicable)
<b>PSCRIM</b>	Jacket Criminal Characteristics	<b>OPSUBJ</b>	Orders Of Protection Subjects (if applicable)
<b>PSFPRT</b>	Person Fingerprints		
<b>Master Property</b>			
<b>PLPROP</b>	Property	<b>PLOWNR</b>	Owner Information
<b>PSPITM</b>	Property Item	<b>PSJITM</b>	Jacket Associated Items
<b>Master Gun</b>			
<b>PSGUNS</b>	Global Guns	<b>PSJGUN</b>	Jacket Associated Guns
<b>Master Vehicles</b>			
<b>PSVHCL</b>	Vehicles	<b>PSJVHL</b>	Jacket Associated Vehicles
<b>Statutes</b>			
<b>PLCRIM</b>	Crime Codes	<b>PSSTAT</b>	Statutes

**Exhibit F / DATA FILE CONVERSION ASSISTANCE**

**COMPUTER AIDED DISPATCH**

<b>Calls For Service</b>			
<b>CDPLAT</b>	CAD - Plate Information	<b>PLQDSP</b>	Cleared Dispositions
<b>CDPLOG</b>	CAD - Personnel History Log	<b>PLQUIK</b>	Incidents
<b>CDULOG</b>	CAD - Unit History Log	<b>PLSPVM</b>	Suspect Vehicle
<b>PLIDSP</b>	Cleared Dispositions	<b>PSDOCI</b>	Document Processing Document Index
<b>PLINCD</b>	Incidents	<b>PSFDOC</b>	Document Processing Free Form Documents
<b>PLNADR</b>	Incident Additional Name/Address	<b>CEHIST</b>	E911 History
<b>CDHOUS</b>	CAD – House Watch		
<b>Run Cards</b>			
<b>GORCRD</b>	GEO - Run Card Master	<b>GOQUAD</b>	GEO - Quad. Exceptions
<b>GORCAM</b>	GEO - Run Card Assignments		
<b>Alarms</b>			
<b>CAAAC</b>	Alarm Account History	<b>CAINVH</b>	Alarm Invoice History
<b>CAAMST</b>	Alarms Master	<b>CASUBJ</b>	Alarms Subject
<b>CAEDIT</b>	Alarm Transaction Edits	<b>CATRAN</b>	Alarm Transaction History

<b>Incidents</b>			
<b>CDPLAT</b>	Plate Information	<b>PLSPVM</b>	Suspect Vehicle
<b>PLIDSP</b>	Cleared Dispositions	<b>PSREVV</b>	Generic Review Date Master
<b>PLINCD</b>	Incidents	<b>PLINDX</b>	Index Cards
<b>PLNADR</b>	Incident Additional Name/Address		

**Exhibit F / DATA FILE CONVERSION ASSISTANCE**

**LAW ENFORCEMENT RECORDS**

<b>Cases</b>			
<b>PLOWNR</b>	Owner Information	<b>PLEOKA</b>	Officer Killed/Assaulted file
<b>PLPDSP</b>	Property Disposition	<b>PLMISS</b>	Missing Persons
<b>PLPHST</b>	Police Case Property History	<b>PLOFNS</b>	Case Offense
<b>PLPLAB</b>	Property Lab/Evidence	<b>PLOSMO</b>	Offender/Suspect MO
<b>PLPLOC</b>	Property Location	<b>PLSHST</b>	Case Status History
<b>PLPROP</b>	Property	<b>PLSPVM</b>	Suspect Vehicle
<b>PLPTRN</b>	Property Custody Transaction	<b>PLSREL</b>	Case Subject Related Offenses
<b>PLASOC</b>	Associated Cases	<b>PLSVOR</b>	Victim Offender Relationship
<b>PLCASE</b>	Police Cases	<b>PLSVWM</b>	Case Subjects
<b>PLCSAS</b>	Officer Case Assignments	<b>PSREVU</b>	Generic Review Date Master
<b>PLSOLV</b>	Case Solvability Factors		
<b>Arrests</b>			
<b>BKSCHG</b>	Bookings / Courts Supplemental Charges	<b>PLACIN</b>	Arrest Court records
<b>PLAARM</b>	Adult Arrests	<b>PLJARM</b>	Juvenile Arrests
<b>PLABCF</b>	Global Charges	<b>PLSCHG</b>	Case/Arrest Supplemental Charges
<b>Tickets</b>			
<b>PLABCF</b>	Global Charges	<b>TKSCHG</b>	Ticket Supplemental Charges
<b>TKCORT</b>	Ticket Charges	<b>TKTCKT</b>	Ticket
<b>TKISSU</b>	Issued Tickets	<b>TKVOID</b>	Tickets Voided
<b>TKNYST</b>	New York State Ticket Supplement		
<b>Accidents</b>			
<b>PLACCC</b>	State Accidents	<b>SCTABE</b>	Table Entries Master (Used for reference only)
<b>PLACCM</b>	State Accident Unit	<b>PSVHCL</b>	Vehicles
<b>PLACCN</b>	State Accident Unit Names	<b>PSGADR</b>	Addresses
<b>PLACCT</b>	State Accident Tickets	<b>PLACCMNY</b>	State Accident Unit - New York (if applicable)
<b>PLACCV</b>	State Accident Vehicles	<b>PLACCVNY</b>	State Accident Vehicles - New York (if applicable)

**Exhibit F / DATA FILE CONVERSION ASSISTANCE**

<b>Field Investigations</b>			
<b>PLFINV</b>	Field Investigations	<b>PLFIAC</b>	Field Investigations Associated Cases
<b>PLFSBJ</b>	Field Investigations Subjects		
<b>Gun Permits</b>			
<b>PLGUNP</b>	Gun Permits		
<b>Gun Registrations</b>			
<b>PLGUNR</b>	Gun Registrations		
<b>Bicycle Registrations</b>			
<b>BYMAST</b>	Bicycle Registration		
<b>Contact Cards</b>			
<b>PSROLO</b>	Card File Master	<b>PSROLC</b>	Card File Contacts
<b>Wants and Warrants</b>			
<b>PSWANT</b>	Wants and Warrants Issued	<b>PSWCHG</b>	Wants and Warrants Charges
<b>Personnel Training</b>			
<b>PLOEDC</b>	Officer Education		
<b>Officer Equipment</b>			
<b>PLOINV</b>	Officer Equipment Issued		
<b>Pawn Shops</b>			
<b>PLOWNR</b>	Owner Information	<b>PLPLOC</b>	Property Location
<b>PLPAWN</b>	Pawn Transactions	<b>PLPPRP</b>	Pawn Shop Transaction
<b>PLPDSP</b>	Property Disposition	<b>PLPROP</b>	Property
<b>PLPHST</b>	Police Case Property History	<b>PLPTRN</b>	Property Custody Transaction
<b>PLPLAB</b>	Property Lab/Evidence		

**Exhibit F / DATA FILE CONVERSION ASSISTANCE**

<b>Civil Papers</b>			
<b>CVNOTE</b>	Civil Papers	<b>CVSUBJ</b>	Civil Papers
<b>CVPMST</b>	Civil Papers	<b>SCTABE</b>	Table Entries Master (Used for reference only)
<b>CVSINF</b>	Civil Papers		
<b>Orders Of Protection</b>			
<b>OPMAST</b>	Orders Of Protection Master File	<b>OPLOCT</b>	Orders Of Protection Locations
<b>OPSUBJ</b>	Orders Of Protection Subjects	<b>OPUSRD</b>	Orders Of Protection User Defined
<b>Impounded Vehicles</b>			
<b>PLTOWD</b>	Impounded Vehicle Master		
<b>Narratives</b>			
<b>PSDOCI</b>	Document Processing Document Index	<b>SCTABE</b>	Table Entries Master (Used for reference only)
<b>PSFDOC</b>	Document Processing Free Form Documents	<b>SCTABM</b>	Table Master (Used for reference only)
<b>NCINTD</b>	Narcotics Intelligence	<b>PSDMST</b>	Document Processing Master
<b>PLCUSR</b>	Case User Defined	<b>OPUSRD</b>	Orders Of Protection User Defined
<b>PLFINV</b>	Field Investigations	<b>PLFSBJ</b>	Field Investigation Subjects

**APPENDIX 1**  
**AGREEMENT AND AUTHORIZATION FOR PROCUREMENT**  
**OF THIRD PARTY PRODUCTS AND SERVICES**

The attached configuration (Exhibit 1) describes the Third Party products and services that **New World** will obtain for **Customer**. By their written approval below, **Customer** authorizes **New World** to order the Exhibit 1 products for delivery to:

Chief Roger Gibson  
Bedford Police Department  
2121 L. Don Dodson Dr.  
Bedford, TX 76021

The payments for Appendix 1 Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

**Customer** is responsible for the site preparation and related costs to install the Exhibit 1 Third Party products. **Customer** is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by **New World** on the **Customer's** behalf. Travel Expenses incurred by **New World** are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

The Exhibit 1 components and cost may only be changed by mutual agreement of the parties. If a change order in the configuration requires additional costs, **New World** shall notify **Customer** of the additional costs and with **Customer's** approval these costs shall be borne by **Customer**. Without such approval, the change order will not be processed.

**Customer** shall or may be required to execute selected agreements with vendors and **New World** shall not confirm the ordering of any Exhibit 1 products without **Customer's** authorized signature on said Agreements. **Customer** shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

## Exhibit 1

### CONFIGURATION

#### 1. THIRD PARTY PRODUCTS AND SERVICES

##### THIRD PARTY SOFTWARE

###### a. Embedded Third Party Software

*(includes all Third Party executable components)*

###### b. GIS Software

CAD

- CAD Workstations using ArcGIS Engine Runtime (8 workstations)

##### THIRD PARTY HARDWARE

###### c. Hardware, System Software & Services

Servers (See attached)

Lantronix UDS-1100 (1 unit)

Digital Camera for Mug Shots (1 unit)

Bar Coding Scanner Kit (1 unit)

Signature Capture Device (1 unit)

##### ESRI Notes

- 1) **Customer** will restrict use of the ESRI Software to executable code (used with the Aegis Licensed Standard Software).
- 2) **Customer** will prohibit (a) transfer of the ESRI Software except for temporary transfer in the event of computer malfunction; (b) assignment, time-sharing, lend or lease, or rental of the ESRI Software or use for commercial network services or interactive cable or remote processing services; and (c) title to the ESRI Software from passing to any other party.
- 3) **Customer** will prohibit the reverse engineering, disassembly, or decompilation of the ESRI Software and prohibit duplication of the ESRI Software except for a single archival copy; reasonable Sublicensee backup copies are permitted.
- 4) **Customer** will disclaim, to the extent permitted by applicable law, ESRI's liability for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the ESRI Software.
- 5) At the termination of their Agreement (Sublicense) with **New World**, **Customer** will certify in writing to **New World** that it has discontinued use and has destroyed or will return to **New World** all copies of the ESRI Software and documentation.
- 6) **Customer** will comply fully with all relevant export laws and regulations of the United States to assure that the ESRI Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
- 7) **Customer** will prohibit the removal or obscuring of any copyright, trademark notice, or restrictive legend.
- 8) If **New World** grants a Sublicense to the United States Government, the ESRI Software shall be provided with "Restricted Rights".
- 9) All Aegis/MSP Customers are required to use ESRI's ArcGIS suite of products to maintain GIS data. All maintenance, training and on-going support of this product will be contracted with and conducted by ESRI. Maintenance for ESRI's ArcGIS suite of products that are used for maintaining **Customer's** GIS data will be contracted by **Customer** separately with ESRI.

**Exhibit 1 / CONFIGURATION**

- 10) The on-going **New World SSMA** cost is required for any Aegis software changes related to integration with ESRI software.
- 11) If a new release of ESRI software is incorporated into the Aegis software, an associated upgrade fee may be required for the new ESRI software, depending on the potential cost from ESRI; and/or on the scope of effort required to integrate the new ESRI release with Aegis software.

## Exhibit 1 / CONFIGURATION

### SERVERS

#### HARDWARE

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##### Host Server (Application/DB/MMS/Test/Justice)

IBM System x3650 M2 2U Rack Server

- (2) Intel Xeon Quad Core 2.66GHz X5550 Processors
- 16 GB System Memory
- (8) 300GB 10K-rpm HS SAS Hard Drives (RAID 1, RAID6)
- (4) GB Ethernet NICs, ServeRAID MR10i SAS Controller
- Redundant Power Supplies, SATA Multi-Burner
- No Keyboard/Video/Mouse (KVM Solution Quoted Separately)
- 3 Year On-site Repair 24X7 4-Hour Response

##### Accessories

- (1) IBM TS2900 Tape Autoloader, 3.6TB/7.2TB, LTO Ultrium 3

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#### SYSTEM SOFTWARE

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##### Application/Database Server (Virtual Host System)

- (1) Microsoft Windows 2008 Server - Enterprise Edition
- (25) Microsoft Windows 2008 Server - User/Device CALs
- (2) Microsoft SQL 2008 Server - Standard Edition Processor License
- (1) Microsoft SQL 2008 Server - Standard Edition
- (1) Veritas Backup Exec Backup Software
- (4) Veritas Backup Exec Client Agent
- (2) Microsoft Word 2007
- (2) Microsoft Excel 2007

## Exhibit 1 / CONFIGURATION

### RECOMMENDED VIRTUAL SERVER CONFIGURATION

#### SPECIFICATIONS

##### **Application/Database Server**

- 2 Virtual Processors
- 4 GB Virtual Memory
- 60GB Virtual Hard Drive
- 300GB Virtual Hard Drive

##### **Mobile Management Server**

- 1 Virtual Processor
- 2 GB Virtual Memory
- 60GB Virtual Hard Drive

##### **Justice Link Server**

- 1 Virtual Processor
- 2 GB Virtual Memory
- 60GB Virtual Hard Drive

##### **Test/Training Server**

- 1 Virtual Processor
- 2 GB Virtual Memory
- 60GB Virtual Hard Drive
- 150GB Virtual Hard Drive



# Council Agenda Background

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## PRESENTER:

Don Henderson, Parks Superintendent

## ITEM:

Consider a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Fort Worth in the amount of \$47.00 per voucher to allow for the collection and disposal of household hazardous waste for Bedford households at the permanent collection site from October 1, 2011 to September 30, 2012.

## DISCUSSION:

Since May 1998, the City of Bedford has participated with the City of Fort Worth and Tarrant County in an interlocal agreement for the collection and disposal of household hazardous waste. On September 1, 2011, the City of Fort Worth Environmental Management Department informed us that for the upcoming fiscal year the price would continue to be \$47.00 per voucher. This is the same cost per voucher as the past four years.

The permanent collection facility is located at 6400 Bridge Street, Fort Worth, Texas 76112. Through July 2011 of this fiscal year, 350 vouchers have been used.

## RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Fort Worth in the amount of \$47.00 per voucher to allow for the collection and disposal of household hazardous waste for Bedford households at the permanent collection site from October 1, 2011 to September 30, 2012.

## FISCAL IMPACT:

This item will be funded from the Storm Water Fund, budget code 04-45-02-8337.

## ATTACHMENTS:

Resolution  
Interlocal Agreement

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH IN THE AMOUNT OF \$47.00 PER VOUCHER TO ALLOW FOR THE COLLECTION AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE FOR BEDFORD HOUSEHOLDS AT THE PERMANENT COLLECTION SITE FROM OCTOBER 1, 2011 TO SEPTEMBER 30, 2012.

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

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

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

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

SECTION 1. That the City of Bedford, Texas does hereby agree to participate in an interlocal agreement with the City of Fort Worth, Texas, relative to household hazardous waste collection. The fee of \$47.00 per household, is the agreed upon price effective for the fiscal year starting October 1, 2011 until September 30, 2012. The interlocal agreement will allow Bedford residents the ability to use the City of Fort Worth's permanent collection facility at 6400 Bridge Street, Fort Worth, Texas 76112, on a voucher authorization system.

SECTION 2. That the City Manager is authorized to execute all documents with the City of Fort Worth relating to this Household Hazardous Waste program, a copy of the approved agreement being attached.

SECTION 3. That the City Council authorizes the Department of Community Services to coordinate the effort in conjunction with the Bedford Beautification Commission.

SECTION 4. That this resolution shall take effect from and after the date of passage.

PASSED AND APPROVED this 27th day of September 2011, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

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Jim Story, Mayor

ATTEST:

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Michael Wells, City Secretary

APPROVED AS TO FORM:

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Stan Lowry, City Attorney

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S  
ENVIRONMENTAL COLLECTION CENTER  
HOUSEHOLD HAZARDOUS WASTE PROGRAM  
FY2012

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

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

(Name) (Title)

**DELIVERY OF NOTICES**

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

If to Fort Worth:

Michael A. Gange, Assistant Director  
TPW – Environmental Services Division  
City of Fort Worth  
1000 Throckmorton  
Fort Worth, Texas 76102

If to Participating City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OPERATIONAL CONTACTS**

**Participating City's Operational Contact Persons:**

Designated person is: \_\_\_\_\_ telephone number: \_\_\_\_\_  
Mobile phone number (24-hour) where he or she can be reached: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Alternate person is \_\_\_\_\_ telephone number: \_\_\_\_\_  
Mobile phone number (24-hour) where he or she can be reached: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**VOUCHER UTILIZATION**

The Participating City:

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

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

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

**INVOICE DELIVERY**

**Invoices to Participating City shall be delivered to:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Department (if applicable)

\_\_\_\_\_  
Street Address or PO Box

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
email address for billing questions and correspondence

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

WITNESSETH

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

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

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

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

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

NOW THEREFORE, it is agreed as follows:

1.  
DEFINITIONS

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

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

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

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

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

- (a) Damages for personal injury and death, or injury to property or natural resources;
- (b) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such wastes or violation of environmental requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or otherwise expended in connection with the existence of such wastes or violations of

environmental requirements, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this Agreement or collecting any sums due hereunder; and

- (c) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (b) herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

CPR - cardiopulmonary resuscitation.

DOT - United States Department of Transportation.

ECC – Fort Worth Environmental Collection Center.

EPA - United States Environmental Protection Agency.

HAZCAT - hazardous categorization.

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

HM - hazardous materials.

HHW - household hazardous waste.

MCU - Mobile Collection Unit.

TCEQ – Texas Commission on Environmental Quality.

## 2. PURPOSE

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

3.  
TERM

This Agreement shall be effective from October 1, 2011 or the date the last party has signed this Agreement, whichever is later, through September 30, 2012 however the duties and responsibilities of the Parties for events which occurred during the term of the contract shall survive. If Participating City has mobile collection events scheduled during the months of October through December 2012 and this Agreement has not been renewed by the end of the regular term, this agreement shall be extended on a month to month basis until the mobile collection events have been completed or cancelled by Participating City.

4.  
SERVICES OF FORT WORTH

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

- A. Fort Worth will administer a regional household hazardous waste collection program. This program will include the operation of the Environmental Collection Center, which will accept for disposal and/or recycling household hazardous waste from households located within Participating City. Fort Worth shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; wastes from businesses; or any other wastes that Fort Worth has determined are unacceptable.
- B. Fort Worth will employ or retain personnel to provide the services necessary to perform Fort Worth's obligations in this Agreement.
- C. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste that is collected at the ECC or during mobile collection events.
- D. Fort Worth will, if requested in writing by Participating City, provide Participating City with copies of waste manifests for shipments of waste from the ECC.
- E. Fort Worth will, if requested in writing by Participating City, provide Participating City a monthly report of the Participating City's households who disposed of household hazardous waste at the Environmental Collection Center or a mobile collection event.
- F. Fort Worth will issue a report and an invoice at the end of each quarter detailing the number of Participating City's households that disposed of household hazardous waste at the Environmental Collection Center or at mobile collection events.
- G. Fort Worth will act under this Agreement in accordance with all applicable state and federal laws.
- H. Mobile Collection Events

Participating City may schedule a mobile collection event to be operated by Fort Worth personnel using one of Fort Worth's MCUs or conduct their own mobile collection events

using either Participating City's MCU or Fort Worth's Reserve MCU (as available). State regulations require notification to the Texas Commission on Environmental Quality (TCEQ) at least 45 days prior to conducting the event.

1. Fort Worth Operated Events:

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

(a) Scheduling Events

Fort Worth will begin scheduling mobile collection events for the 2012 calendar year on January 3, 2012. To ensure proper notification to TCEQ, events must be scheduled at least sixty (60) days ahead of the proposed date. Participating City acknowledges that Fort Worth contracts with other municipalities and that Fort Worth will be accommodating each Participating City's request on a first come first served basis. Therefore, Participating City acknowledges that its chosen date to schedule a mobile collection event may be reserved by another city and Participating City will have to then choose another date. Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein.

(b) Location

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

(c) At the Mobile Collection Event, Participating City acknowledges and agrees that Fort Worth shall accept household hazardous waste from the first 50 households that show proof of residency at the Mobile Collection Event. After the first 50 households, Fort Worth will determine in its sole discretion how much more waste it can accept for proper transport back to the ECC. If more households arrive at the event than Fort Worth can accept, Participating City will in no event be entitled to any damages or recovery of any costs, except as provided herein.

(d) Due to the lack of storage space at the ECC, Participating City acknowledges and agrees that if it requests the Fort Worth Mobile Collection Unit at a mobile collection event, a Participating City's MCU shall not also be at the event.

- (e) Fort Worth, in its sole discretion, will determine whether to send the Fort Worth Mobile Collection Unit to Participating City's Collection Event during adverse weather, the threat of adverse weather, or other hazardous conditions including but not limited to sleet, snow, rain, mist or hail. In the event Fort Worth determines not to send the Fort Worth Mobile Collection Unit, Fort Worth shall attempt to notify persons listed herein as an "Operational Contact" by the Participating City and shall attempt to send a Fort Worth employee to the Participating City's event to tell any residents that come to dispose of household hazardous waste that the Fort Worth Mobile Collection Unit will not be coming to the event, but the resident can go to the ECC to dispose of the waste. A map with directions to the ECC also will be provided.

2. Participating City Mobile Collection Unit:

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

3 Loan of the Reserve Mobile Collection Unit

The reserve MCU is a specially designed and equipped thirty-six (36) foot gooseneck box-trailer and one (1) ton pickup owned by Fort Worth. Participating City may request the loan of Fort Worth's Reserve MCU free of charge for use in a Household Hazardous Waste collection event when available. Participating City may use the Reserve MCU to transport HHW to Fort Worth's ECC or another collection center that may lawfully receive HHW. Participating City shall provide Fort Worth with a written request, facsimile or e-mail at least sixty (60) days prior to the event date for which the request is made. Fort Worth shall have sole determination whether the Reserve MCU is available for use by Participating City and shall notify Participating City as soon as is reasonably practicable of such decision. Fort Worth shall not participate in nor be responsible for any part of the Participating City's HHW Collection Event unless and except by written mutual agreement.

- (a) Fort Worth shall disclose any known problems the Reserve MCU may have in performing the tasks necessary for the HHW Collection Event. Prior to issuance of the Reserve MCU, a pre-trip inspection for potential maintenance problems will be performed by Fort Worth. Also, both parties will complete a pre-trip aesthetic assessment. Participating City shall be responsible for all certifications and insurance necessary for the proper operation of the Reserve MCU.
- (b) Participating City agrees to maintain and return the Reserve MCU in as good condition as it was in when Participating City took possession for

use. Participating City shall return the Reserve MCU to Fort Worth in a timely manner and as mutually agreed upon.

- (c) Participating City shall be responsible for all property damage, personal injury or death caused by Participating City's employees, volunteers, contractors, or agents and arising out of the use of the Reserve MCU during the term of this Agreement.
- (d) It is expressly understood and agreed that, in the execution of this Agreement, neither of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement the parties do not intend to create any obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in parties not signatories hereto.

## 5.

### DUTIES OF PARTICIPATING CITY

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

- A. Participating City will designate one of its employees, and another as an alternate, to act as its household hazardous waste collection Operational Contact to interact with Fort Worth as designated on the signature page to this contract.
- B. Participating City will coordinate and fund all program advertising targeted to its own citizens, as it deems necessary. Such advertising shall include the type of wastes that will be accepted at the ECC, the requirement of proof of residency, and weather cancellation information.
- C. Participating City shall notify its residents of the ECC hours of operation and dates it is closed as provided in Section 9 "The Environmental Collection Center Hours of Operation."
- D. Participating City may choose to utilize a voucher system for its residents in order for them to bring HHW to the ECC. If Participating City chooses to use such a system, it shall designate so herein and include a copy of the official voucher. In addition, if a citizen from a Participating City that utilizes a voucher system comes to the ECC or a mobile collection event without a voucher, Participating City acknowledges and agrees that Fort Worth will not accept the household hazardous waste until Participating City authorizes the acceptance in writing.
- E. Participating City may submit a written request for a monthly report listing the number of its city's households that have disposed of household hazardous waste at the ECC or a mobile collection event.
- F. Participating City shall provide traffic control and signage for the mobile collection event, and shall provide personnel to assist Fort Worth with the offloading of material, surveys, and screening of persons dropping off household hazardous waste. Prior to the event,

the parties shall agree upon the details of the traffic control, signage, and personnel assistance.

- G. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated even if the resident has only one voucher.
- H. Participating City shall provide a means for disposing of solid waste (e.g. boxes, trash, containers) on site during a mobile collection event.
- I. Mobile Collection Events using Participating City's MCU or Reserve MCU
  - 1. Participating City is responsible for proper notification to TCEQ as required by 30 TAC §335.403.
  - 2. Participating City shall advise the ECC at least 72 hours in advance of its mobile collection events. Participating City shall collect only HHW during a mobile collection event. Wastes from commercial, agricultural, and industrial sources shall not be accepted. Participating City shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; or any other wastes that Fort Worth has determined are unacceptable.
  - 3. In accordance with the latest DOT requirements, Participating City's MCU operators will properly categorize, package, mark, label, and load into the MCU, all wastes received at the mobile collection event. Recyclable products (used oil, used oil filters, latex paint, recyclable anti-freeze, lead-acid batteries, and fluorescent lights) will be segregated into containers for recyclables.
  - 4. After accepting wastes, Participating City's MCU operators shall thoroughly check each container for proper labeling and identification. If a container is properly identified, the material will be segregated according to hazard class and prepared for packaging. If a container does not have adequate labeling to permit identification, the MCU operators shall then attempt to identify the material from its physical characteristics using HAZCAT analysis and from information provided by the household presenting the waste.
  - 5. The Participating City's MCU operators shall package all hazardous materials in accordance with United States Department of Transportation (DOT) requirements, United States Environmental Protection Agency (EPA) requirements, and all other applicable federal and state requirements. After all the wastes have been properly identified and segregated, the MCU operators will reexamine the wastes for compatibility, list them on the container content sheets, and pack them into drums. Oil-based paints and latex paints shall be bulked separately in 55-gallon drums, or if the paint is left in its container, the paint can be packed in a lined cubic yard box, and packed and labeled according to federal and state regulations. Participating City shall not transport waste that is not HHW to the ECC. Participating City agrees to make its own arrangements to dispose of any non-HHW waste collected at the event.

6. Prior to transporting the HHW from the collection event site, Participating City's MCU operators shall complete a Bill of Lading, and shall keep the Bill of Lading in the cab of the truck hauling the MCU during transportation of the HHW to the ECC. Participating City shall require that a minimum of one copy of the latest North American Emergency Response Guidebook be kept within the cab of the truck.
7. During transportation, Participating City's MCU operators shall placard the MCU for transportation of hazardous waste in accordance with federal and state law.
8. Upon the return of the MCU to the ECC, Participating City's MCU operators shall follow the instructions of Fort Worth regarding the placement of the MCU for unloading. Fort Worth shall take possession of the MCU from Participating City after the MCU has been properly parked for unloading in accordance with Fort Worth's instructions and all required documents have been delivered to the ECC manager or his designee at the ECC. Fort Worth shall, within a reasonable amount of time, unload the HHW from the Participating City's MCU and store the unit at the ECC. After being contacted, Participating City shall pickup their unit within 10 days.
9. If Fort Worth, in its sole discretion, determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth as set forth herein.
10. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs as set forth herein.

6.

USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE

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

**AND STATE LAW.** Fort Worth will arrange for recycling vendors for used oil, batteries, antifreeze, and other materials, as it deems appropriate.

7.

REUSE OF COLLECTED MATERIALS

- A. From time-to-time Fort Worth will make available to residents and businesses of Fort Worth, as well as, Participating City and residents and businesses of Participating City for their use, collected household hazardous waste materials that are suitable for reuse, such as paint, fertilizer, motor oil, and antifreeze. Fort Worth shall not charge for any materials that are picked up for reuse.
- B. Some materials made available for reuse may have been consolidated and filtered by Fort Worth prior to being made available. Used antifreeze will have been consolidated in a barrel, filtered, and pH balanced, and new antifreeze may have been added to the barrel.
- C. In regards to materials accepted by Participating City, its employees, residents, or any other person **FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES THAT:**
  - 1. the container contents are what the label indicates;
  - 2. the container contents are those originally placed into the container by the manufacturer;
  - 3. the product is of the quality intended for its use;
  - 4. the contents of the container have been stored properly;
  - 5. the instructions on the container label for use, storage, and first aid are current or correct;
  - 6. the container is in unimpaired condition;
  - 7. the product is still approved for use (i.e., it has not been banned or recalled); and
  - 8. the product can be used without risk to persons, property or the environment.

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

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

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

**1. IN REGARDS TO REUSED OR RECYCLED MATERIALS ACCEPTED BY PARTICIPATING CITY, PARTICIPATING CITY DOES HEREBY WAIVE ALL CLAIMS,**

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

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

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

1. the container contents are what the label indicates;
2. the container contents are those originally placed into the container by the manufacturer;
3. the product is of the quality intended for its use;
4. the contents of the container have been stored properly;
5. the instructions on the container label for use, storage, and first aid are current or correct;
6. the container is in unimpaired condition;
7. the product is still approved for use (i.e., it has not been banned or recalled); and
8. the product can be used without risk to persons, property or the environment.

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

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

**Remainder of this page intentionally left blank**

8.  
RIGHT TO REFUSE WASTE

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

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

9.  
ENVIRONMENTAL COLLECTION CENTER HOURS AND DAYS  
OF OPERATION

A. Hours of Operation

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

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

Saturday 9:00 a.m. -- 3:00 p.m.

B. Days the Environmental Collection Center will be closed

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

Thanksgiving Holiday, Thursday, Friday, and Saturday, November 24-26, 2011

Christmas Eve, Saturday, December 24, 2011

In addition to the above closures Fort Worth employees will not be available to conduct mobile collection events on May 26 and September 1 although the ECC will remain open on those days. The ECC may close due to furlough days or other causes, and the City of Fort Worth does not represent to Participating City that the ECC will be open on any particular days. If additional closures due to any cause are necessary Fort Worth will notify Participating City prior to the closure unless due to an unforeseeable event.

C. Notifying Residents

Participating City agrees to notify its residents of the ECC's hours of operation and dates it will be closed. Participating City also may advertise the 24-hour Environmental Collection Center telephone number: (817) 871-5257.

10.  
COMPENSATION

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

- A. Participating City agrees to pay Fort Worth the sum of **\$47.00** per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated.
- B. If Fort Worth determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth for its staff time at \$20.00 an hour and the cost of supplies.
- C. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs for City staff time (\$60.00 per hour) plus the cost of supplies and the actual costs for the spill response and remediation incurred by the City of Fort Worth for third party contractors and responding governmental agencies.
- D. The amount due to Fort Worth for services provided under this Section, Paragraphs A, B, and C, shall be billed to Participating City quarterly. Participating City shall pay Fort Worth within 30 days of receiving a bill from Fort Worth. If Fort Worth does not receive payment within 30 days, Fort Worth shall inform Participating City in writing that it will not accept any household hazardous waste from Participating City's residents and that Fort Worth will not participate in a mobile collection event or provide a mobile collection unit until paid.
- E. At the end of the term of this Agreement, Fort Worth shall provide a final accounting to Participating City, which will include the total number of Participating City's households which participated in the program, repackaging fees, if any, and the total cost of spill response charged to Participating City, if any.
- F. Pursuant to the requirements of Government Code §791.011 (a)(3), the amount due to Fort Worth under Subparagraph D. above shall be paid from revenues currently available to Participating City in the present fiscal year.

11.  
ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND PROMOTIONAL MATERIALS  
LICENSE AGREEMENT

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

- A. Fort Worth hereby grants to Participating City a non-transferable, non-exclusive license to use all the artwork and promotional materials that may be provided by Fort Worth to be used solely in the conduct of the business of Participating City's disposal and recycling of household hazardous waste programs. If Participating City wishes to use to Licensed Art and/or Promotional Materials in other limited situations, Participating City must first obtain express written consent from Fort Worth.
- B. Fort Worth may provide licensed Artwork and Promotional Materials to Participating City pursuant to the terms of this Agreement. Participating City acknowledges that by virtue of this License, Participating City acquires only the right to use the original and permitted duplicate copies of the Licensed Artwork and Promotional Materials and does not acquire any rights of ownership in the Licensed Artwork and Promotional Materials, which rights shall remain exclusively with Fort Worth. If Participating City wants to modify or change the artwork and/or promotional materials in any manner, Participating City hereby agrees to contact Fort Worth in writing to obtain written consent before modifying or changing any artwork and/or promotional materials.
- C. If Participating City desires an actor to portray "Captain Crud" for an event, Participating City shall use actors approved by Fort Worth to portray "Captain Crud" since "Captain Crud" is owned by Fort Worth. Participating City shall be solely responsible for compensating actor for the services provided to Participating City. Participating City will contact Fort Worth as soon as possible with the date and time of the event agreeable to both parties to obtain approval for the chosen actor and to request and pickup the "Captain Crud" costume for its events. Fort Worth will provide the "Captain Crud" costume. However, Participating City agrees to be liable to Fort Worth for any damage to the costume or if Participating City fails to return the entire costume to Fort Worth or if the costume is not returned in the same condition as received.

12.  
IMMUNITY

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

13.  
FORCE MAJEURE

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

14.  
TERMINATION

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

15.  
ENTIRETY

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

16.  
SEVERABILITY

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

17.  
VENUE

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

18.  
AUTHORITY

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

19.  
AUTHORIZATION

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

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

CITY OF FORT WORTH

CITY OF \_\_\_\_\_

By:

By:

\_\_\_\_\_  
Fernando Costa  
Assistant City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY:

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
Arthur N. Bashor  
Assistant City Attorney

\_\_\_\_\_  
City Attorney / Assistant City Attorney

ATTEST:

ATTEST:

\_\_\_\_\_  
Marty Hendrix  
City Secretary

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Contract Authorization

\_\_\_\_\_  
Date

Exhibit "A"

**RESTOCKING LIST FOR THE MOBILE COLLECTION UNIT**

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

Exhibit "B"

WAIVER AND RELEASE OF LIABILITY FOR COLLECTION OF HOUSEHOLD  
HAZARDOUS WASTE

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date



# Council Agenda Background

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## PRESENTER:

Jill McAdams, *SPHR*, Human Resources Director

## ITEM:

Consider a resolution authorizing the revision of the following employee personnel policy:

- VI.           While-At-Work                           Weapons Possession

## DISCUSSION:

From time to time, there is a need to revise employee personnel policies to reflect changes in the law, the way a policy is interpreted or to make the policy easier to understand. There also becomes a need to add new policies for items that the handbook did not address previously.

The State of Texas recently passed a bill (Exhibit A), effective September 1, 2011, that authorizes licensed concealed handgun carriers to be able to store a handgun and/or ammunition in a locked vehicle on an employer's premises. As a result of this change in the law, the Weapons Possession Policy was modified to include that concealed handgun carriers are authorized to store a handgun and/or ammunition in a locked vehicle on City property. A copy of this policy is attached as Exhibit B. The policy has been reviewed by the City Attorney.

## RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the revisions of the following employee personnel policy:

- VI.           While-At-Work                           Weapons Possession

## FISCAL IMPACT:

N/A

## ATTACHMENTS:

Resolution  
Exhibit A-Copy of the Bill  
Exhibit B-Revised Weapons Possession Policy

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE APPROVAL AND ADOPTION OF A REVISION TO THE FOLLOWING PERSONNEL POLICY:

- VI. While-At-Work Weapons Possession

WHEREAS, the City of Bedford operates under approved personnel policies; and,

WHEREAS, the City Council of Bedford, Texas previously adopted the Personnel Policies Manual by Resolution 03-40; and,

WHEREAS, the State of Texas recently passed a bill that authorizes licensed concealed handgun carriers to be able to store a handgun and/or ammunition in a locked vehicle on an employer's premises, effective September 1, 2011; and,

WHEREAS, as a result of this change in the law, the weapons possession policy was modified to include that concealed handgun carriers are authorized to store a handgun and/or ammunition in a locked vehicle on City property; and,

WHEREAS, the Weapons Possession Policy has been revised as detailed in Exhibit B.

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

SECTION 1. That the revision of the Weapons Possession Policy as detailed in Exhibit B be included in the Personnel Policies Manual.

PASSED AND APPROVED this 27th day of September 2011, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

\_\_\_\_\_  
Jim Story, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

# EXHIBIT A

By: Hegar, Birdwell

S.B. No. 321

A BILL TO BE ENTITLED

AN ACT

1  
2 relating to an employee's transportation and storage of certain  
3 firearms or ammunition while on certain property owned or  
4 controlled by the employee's employer.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

6 SECTION 1. Chapter 52, Labor Code, is amended by adding  
7 Subchapter G to read as follows:

8 SUBCHAPTER G. RESTRICTIONS ON PROHIBITING EMPLOYEE TRANSPORTATION  
9 OR STORAGE OF CERTAIN FIREARMS OR AMMUNITION

10 Sec. 52.061. RESTRICTION ON PROHIBITING EMPLOYEE ACCESS TO  
11 OR STORAGE OF FIREARM OR AMMUNITION. A public or private employer  
12 may not prohibit an employee who holds a license to carry a  
13 concealed handgun under Subchapter H, Chapter 411, Government Code,  
14 who otherwise lawfully possesses a firearm, or who lawfully  
15 possesses ammunition from transporting or storing a firearm or  
16 ammunition the employee is authorized by law to possess in a locked,  
17 privately owned motor vehicle in a parking lot, parking garage, or  
18 other parking area the employer provides for employees.

19 Sec. 52.062. EXCEPTIONS. (a) Section 52.061 does not:

20 (1) authorize a person who holds a license to carry a  
21 concealed handgun under Subchapter H, Chapter 411, Government Code,  
22 who otherwise lawfully possesses a firearm, or who lawfully  
23 possesses ammunition to possess a firearm or ammunition on any

1 prohibited by state or federal law; or

2 (2) apply to:

3 (A) a vehicle owned or leased by a public or  
4 private employer and used by an employee in the course and scope of  
5 the employee's employment, unless the employee is required to  
6 transport or store a firearm in the official discharge of the  
7 employee's duties;

8 (B) a school district;

9 (C) an open-enrollment charter school, as  
10 defined by Section 5.001, Education Code;

11 (D) a private school, as defined by Section  
12 22.081, Education Code; or

13 (E) property owned or controlled by a person,  
14 other than the employer, that is subject to a valid, unexpired oil,  
15 gas, or other mineral lease executed before September 1, 2011, that  
16 contains a provision prohibiting the possession of firearms on the  
17 property.

18 (b) Section 52.061 does not prohibit an employer from  
19 prohibiting an employee who holds a license to carry a concealed  
20 handgun under Subchapter H, Chapter 411, Government Code, or who  
21 otherwise lawfully possesses a firearm, from possessing a firearm  
22 the employee is otherwise authorized by law to possess on the  
23 premises of the employer's business. In this subsection,  
24 "premises" has the meaning assigned by Section 46.035(f)(3), Penal  
25 Code.

26 Sec. 52.063. IMMUNITY FROM CIVIL LIABILITY. Except in

1 employer's agent is not liable in a civil action for personal  
2 injury, death, property damage, or any other damages resulting from  
3 or arising out of an occurrence involving a firearm or ammunition  
4 transported or stored in accordance with Section 52.061, including  
5 an action for damages arising from the theft of the firearm or  
6 ammunition or the use of the firearm or ammunition by a person other  
7 than the employee authorized by Section 52.061 to transport or  
8 store the firearm or ammunition. The presence of a firearm or  
9 ammunition transported or stored in the manner and in a location  
10 described by Section 52.061 does not by itself constitute a failure  
11 by the employer to provide a safe workplace.

12 SECTION 2. Section 411.203, Government Code, is amended to  
13 read as follows:

14 Sec. 411.203. RIGHTS OF EMPLOYERS. This subchapter does  
15 not prevent or otherwise limit the right of a public or private  
16 employer to prohibit persons who are licensed under this subchapter  
17 from carrying a concealed handgun on the premises of the business.  
18 In this section, "premises" has the meaning assigned by Section  
19 46.035(f)(3), Penal Code.

20 SECTION 3. The change in law made by this Act applies only  
21 to a cause of action that accrues on or after the effective date of  
22 this Act. A cause of action that accrues before that date is  
23 governed by the law as it existed immediately before the effective  
24 date of this Act, and that law is continued in effect for that  
25 purpose.

26 SECTION 4. This Act takes effect September 1, 2011.

## **EXHIBIT B**

### **14.0 WEAPONS POSSESSION**

#### **Purpose**

The purpose of this policy is to outline weapons possession while at work.

#### **Policy Statement**

Employees, other than TCLEOSE certified peace officers, are prohibited from bringing a firearm or other weapon (as defined by Chapter 46 of the Texas Penal Code) into City facilities, on City property, in City owned vehicles or at any other time while engaged in City-related business. Prohibited weapons include firearms, clubs, explosive devices, illegal knives or any other item that is specifically designed, made or adapted for the purpose of inflicting serious bodily injury or death.

Nothing in this policy shall be construed to prohibit or regulate the carrying of handguns and ammunition in employee-owned and operated motor vehicles by an employee who has a valid license to carry a concealed handgun provided the vehicle remains locked while on city property. The City will not be responsible for any handgun or ammunition theft that occurs while an employee's vehicle is parked on City property.

#### **Applicability**

This policy applies to all employees.

#### **Definitions**

TCLEOSE-Texas Commission on Law Enforcement Officer Standards and Education

#### **Responsible Person/Getting Help**

Employees who have questions regarding this policy may contact their department management team or the Human Resources division for clarification.

#### **Policy Authority**

The City of Bedford City Council authorizes this policy. The City's management team and Human Resources are responsible for interpreting and enforcing this policy.

#### **Implementation Procedures**

Any deviation from this policy requires written permission from the City Manager.



# Council Agenda Background

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## PRESENTER:

Charles Carlisle, Risk/Contractual Services Manager

## ITEM:

Consider a resolution authorizing the City Manager to enter into the first year of a five year contract with Siemens Industry, Inc. to service and maintain the City's HVAC mechanical, monitoring, and building automation systems in 17 facilities throughout the City, in the amount of \$58,000, beginning FY 11/12.

## DISCUSSION:

In May of 2005, the City of Bedford entered into a contract with Siemens Industry, Inc. to perform energy conservation measures and energy improvement projects.

In order to improve efficiency, Siemens Industry, Inc. has consolidated three contracts into one. This service contract provides a proactive approach to maintain and protect the City's HVAC system. Services include seasonal inspections and filter changes, building automation software upgrades, data recovery and storage, controller analysis, onsite staffing support and off-site monitoring services. Siemens will also provide annual air quality analysis and report on each building to ensure a safe and healthy working environment.

The revised annual contract time period is to match the City's budget cycle, October 1, 2011 through September 30, 2012. Three facilities are being added: the new Library, Parks Service Center, and the house located on Bedford Road.

In addition to the City's inherent ability to cancel/modify the contract if funds are not appropriated by a future Council or budget, the City may delete a building in the middle of an annual period if the building is sold or control of the building is transferred to another entity. Siemens would amend the document to reflect this change. The City Attorney has reviewed this contract.

## RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into the first year of a five year contract with Siemens Industry, Inc. to service and maintain the City's HVAC mechanical, monitoring, and building automation systems in 17 facilities throughout the City, in the amount of \$58,000, beginning FY 11/12.

## FISCAL IMPACT:

Current cost to the City for FY 10/11 is \$57,032 annually. This contract will increase to \$58,000 annually beginning FY 11/12, a \$968 increase. Yearly increases have been added to account for inflation, as well as increases in materials and labor cost. These increases are based on a CPI index of 3%.

The contract amounts will be as follows for the remaining years:

FY12/13 \$59,740 Annually

FY13/14 \$61,577 Annually

**FY14/15 \$63,703 Annually**  
**FY15/16 \$65,906 Annually**

**ATTACHMENTS:**

**Resolution**  
**Contract**

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE FIRST YEAR OF A FIVE YEAR CONTRACT WITH SIEMENS INDUSTRY, INC. TO SERVICE AND MAINTAIN THE CITY'S HVAC MECHANICAL, MONITORING, AND BUILDING AUTOMATION SYSTEMS IN 17 FACILITIES THROUGHOUT THE CITY, IN THE AMOUNT OF \$58,000, BEGINNING FY 11/12.

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

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

SECTION 1. That the City Council does hereby authorize the City Manager to enter into a contract with Siemens Industry, Inc. to service and maintain the HVAC mechanical, monitoring, and building automation systems in 17 facilities throughout the City.

SECTION 2. That this contract shall be for one year and renewed annually as stated in the agreement. Either party may terminate or amend this contract at the end of the initial term or at the end of a renewal term by giving the other party at least 60 days prior written notice of such amendments or intent not to renew.

PASSED AND APPROVED this 27th day of September 2011, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

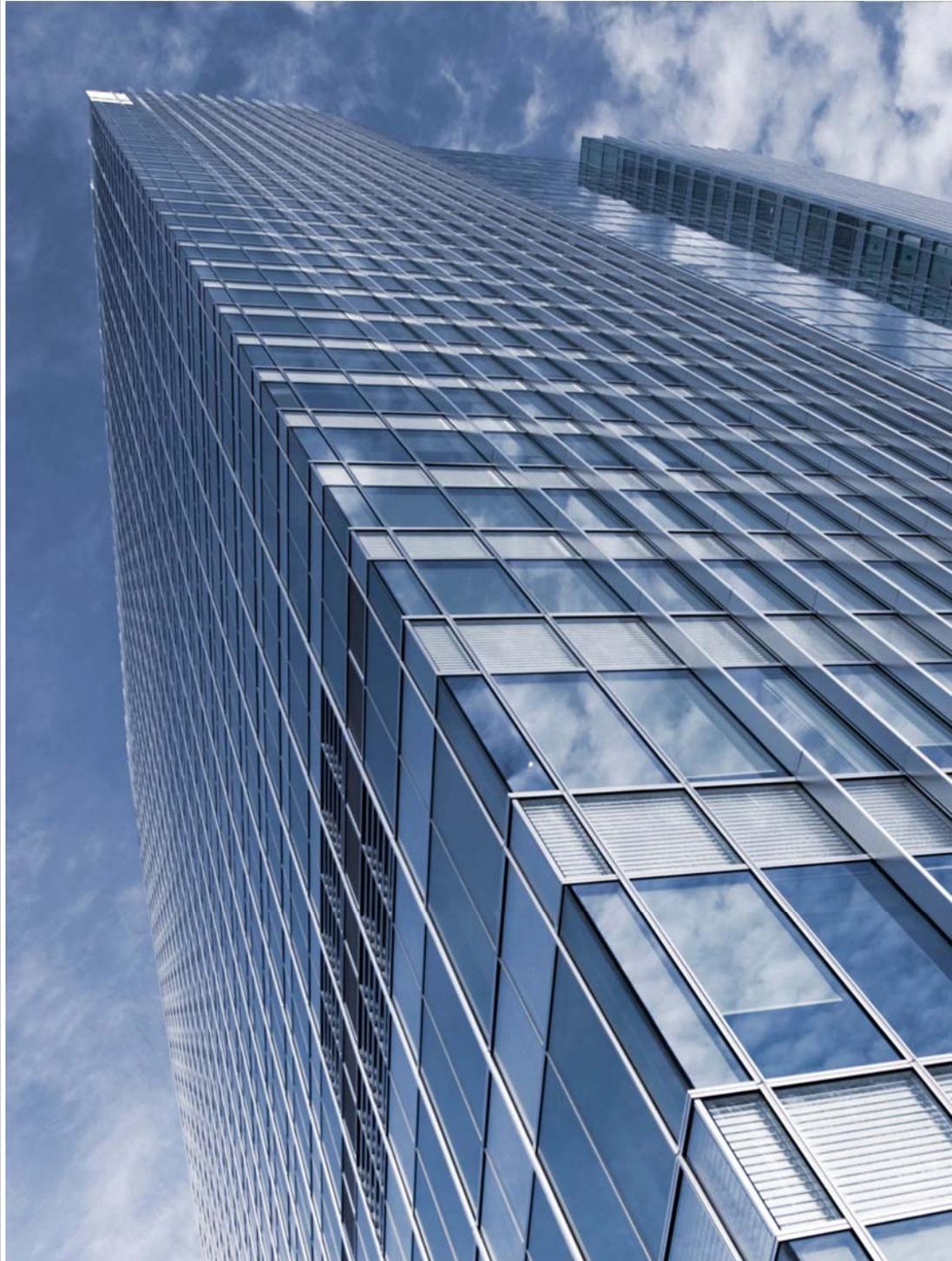
\_\_\_\_\_  
Jim Story, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



# Advantage Services<sup>®</sup>

Agreement for City of Bedford

August 3, 2011

**SIEMENS**



# *Advantage Services*

## Agreement for City of Bedford

August 3, 2011

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## 1 Overview

### 1.1 Executive Summary

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

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

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### 1.2 Customer Objectives

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

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### 1.3 Current Situation

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

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### 1.4 Siemens Capabilities & Commitment to Our Customers

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

## 2 Service Solution

### 2.1 HVAC SERVICES

#### 2.1.1 Technical Support Services

##### **Annual Maintenance**

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

##### **Seasonal Inspection- Heating**

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

##### **HVAC Air Filter Changing Service**

Through this service we will maintain indoor air quality by changing filters and minimizing dust and particles from collecting on ductwork. This service also helps insure proper flow through cooling and heating coils thus preventing restrictions in airflow, leading to higher system and energy efficiency. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement. In the event the air filter material or cleaning requires different frequencies than indicated (due to experience or changes in operating conditions), recommendations will be made for your approval to adjust the frequencies and any associated price.

### **Air Cooled Condenser Coil Cleaning**

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

### **Operating Inspection**

Through this service we will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. We will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. You will find a detailed list of the tasks included with this service in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

#### **Operating Inspection – Heating**

Through this service we will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. We will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. You will find a detailed list of the tasks included with this service in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

#### **Operating Inspection – Cooling**

Through this service we will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. We will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. You will find a detailed list of the tasks included with this service in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

## 2.1.2 Equipment Tasking

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

### Chillers / Screws / Air Cooled

#### *Operating Inspection*

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

#### *Shut Down Inspection*

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

### Chiller / Recip / Air Cooled

#### *Operating Inspection*

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

#### *Shut Down Inspection*

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

## **Built Up Units - AHU's / Fan System \ Axial**

### *(a) Operating Inspection - Heating*

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

### *(b) Seasonal Inspection - Heating*

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

## **Package / RTU's / Exhaust Fans**

### *(c) Operating Inspection - Heating*

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

### *(d) Seasonal Inspection - Heating*

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

### **Package / RTU's / Packaged Units - A/C & Gas Heat**

*(e) Operating Inspection - Cooling*

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

### **Package / RTU's / Split Systems- A/C Only**

*(f) Operating Inspection - Cooling*

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

### **Package / RTU's / Split Systems- A/C & Elect Heat**

*(g) Operating Inspection - Heating*

- Inspect overall condition
- Confirm electric heating coil operation
- Record coil amps and voltage
- Record temperature rise at 100%
- Check belt tension and condition
- Lubricate per OEM recommendations

*(h) Seasonal Inspection - Heating*

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

*(i) Operating Inspection - Cooling*

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

### **Package / RTU's / Heat Pump, with Split**

*(j) Operating Inspection - Cooling*

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

### **Package / RTU's / Water Source Heat Pump**

*(k) Operating Inspection - Heating*

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

*(l) Seasonal Inspection - Heating*

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

*(m) Operating Inspection - Cooling*

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

### **Heating Systems / HW - Modular Boilers - Gas**

*(n) Operating Inspection*

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

## **Pumps / Pumps**

### *(o) Operating Inspection*

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

## **3. Customer Support Services**

### **Onsite Staffing Support Specialist**

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

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

### **Technical Support Services**

#### **Remote Facility Monitoring and Response- Standard**

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

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

### **Data Protection & Data Recovery Services**

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

### **Preventive Maintenance**

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

### **System Performance Updates & Upgrades**

#### **Software Support and Updates**

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

## 4 Service Implementation Plan

### 4.1 Maintained Equipment Table

# SIEMENS

Siemens Industry, Inc.  
Service Agreement

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Pumps	Pumps	Centrifugal 1 - 5 HP	9			
Services (Times per year): Operating Inspection (1)						

Chiller / Recip	Air Cooled	60 - 100 Tons \ 4 compr	1			
Services (Times per year): Air Cooled Condenser Coil (1) - Annual Maintenance (1) - Operating Inspection (3) - Refrigerant Oil Analysis (1)						

Package / RTU's	Packaged Units - A/C & Gas Heat	16 - 24 Tons	3			
Services (Times per year): Air Cooled Condenser Coil (1) - HVAC Air Filter Change (4) - Operating Inspection - Cool (2)						

Package / RTU's	Split Systems- A/C Only	0 - 5 Tons	2			
Services (Times per year): Air Cooled Condenser Coil (1) - HVAC Air Filter Change (4) - Operating Inspection - Cool (2)						

Package / RTU's	Split Systems- A/C & Elect Heat	0 - 5 Tons	29			
Services (Times per year): Air Cooled Condenser Coil (1) - HVAC Air Filter Change (4) - Operating Inspection - Cool (2)						

Package / RTU's	Split Systems- A/C & Elect Heat	0 - 5 Tons	1			
Services (Times per year): Air Cooled Condenser Coil (2) - HVAC Air Filter Change (4) - Operating Inspection - Cool (1) - Operating Inspection - Heat (1) - Seasonal Inspection - Heat (1)						

Heating Systems	HW - Modular Boilers - Gas	1.3 MBTU/H & under	2			
Services (Times per year): Operating Inspection (1)						

Chillers / Screws	Air Cooled	Air Cool - 70 - 200 Tons	1			
Services (Times per year): Air Cooled Condenser Coil (1) - Annual Maintenance (1) - Operating Inspection (3) - Refrigerant Oil Analysis (1)						

Built Up Units - AHU's (Must pick all components)	Fan System \ Axial	6 - 10 HP	2			
Services (Times per year): HVAC Air Filter Change (4) - Operating Inspection - Heat (1) - Seasonal Inspection - Heat (1)						

Package / RTU's	Packaged Units - A/C & Gas Heat	6 - 15 Tons	5			
Services (Times per year): Air Cooled Condenser Coil (1) - HVAC Air Filter Change (4) - Operating Inspection - Cool (2)						

Pumps	Pumps	Centrifugal 11 - 15 HP	4			
Services (Times per year): Operating Inspection (1)						

Package / RTU's	Heat Pump, with Split	6 - 15 Tons	5			
Services (Times per year): Air Cooled Condenser Coil (1) - HVAC Air Filter Change (4) - Operating Inspection - Cool (2)						

Package / RTU's	Water Source Heat Pump	0 - 5 Tons	1			
Services (Times per year): HVAC Air Filter Change (4) - Operating Inspection - Cool (1) - Operating Inspection - Heat (1) - Seasonal Inspection - Heat (1)						

Package / RTU's	Water Source Heat Pump	6 - 15 Tons	11			
Services (Times per year): HVAC Air Filter Change (4) - Operating Inspection - Cool (1) - Operating Inspection - Heat (1) - Seasonal Inspection - Heat (1)						

Package / RTU's	Water Source Heat Pump	16 - 24 Tons	4			
Services (Times per year): HVAC Air Filter Change (4) - Operating Inspection - Cool (1) - Operating Inspection - Heat (1) - Refrigerant Oil Analysis (1) - Seasonal Inspection - Heat (1)						

Package / RTU's	Exhaust Fans	0 - 5 HP	2			
Services (Times per year): Operating Inspection - Heat (1) - Seasonal Inspection - Heat (1)						

Package / RTU's	Packaged Units - A/C & Gas Heat	0 - 5 Tons	28			
Services (Times per year): Air Cooled Condenser Coil (1) - HVAC Air Filter Change (4) - Operating Inspection - Cool (2)						

Heating Systems	HW - Modular Boilers - Gas	1.4 - 3.5 MBTU/H	1			
Services (Times per year): Operating Inspection (1)						

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
System 600 FLN	System 600 FLN	TEC - Electronic Outputs using CAP	127			
Services (Times per year): Controller Analysis Program (1)						

Control Systems - Summary Level	Data Protection & Data Recovery	Insight 3.X B/U on-site	1			
Services (Times per year): Data Protection & Recovery Services (2)						

System Performance Updates	Software Support and Updates	Insight 3.X Adv first/single server Update	1			
Services (Times per year): Software Update (1)						

## 4.2 Service Team

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

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

### **Your Assigned Team of Service Professionals will include:**

**Chad Nobles – Account Executive** serves as your primary point of contact for all systems and solutions provided by Siemens for the City of Bedford.

**Eileen Kersul – Service Sales Account Representative** manages the overall strategic service plan based upon your current and future service requirements.

**David Heine - Service Account Engineer or Team Leader** is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

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

**Frank Lamas-Secondary Service Mechanic** who is familiarized with your building systems to provide in-depth backup coverage.

**David Sciarrino - Service Operations Manager** is responsible for managing the delivery of your entire support program and service requirements.

**Mary Hutchinson - Service Coordinator** is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

**Mary Hutchinson - Service Administrator** is responsible for all service invoicing including both service agreement and service projects.

## 5 Siemens Industry, Inc.

### 5.1 Signature Page and Investment By and Between:

Siemens Industry, Inc.  
 8600 N. Royal Lane Suite #100  
 Irving, TX 75063  
 Chad Nobles/ Eileen Kersul  
 972 465 1543

City of Bedford  
 2000-B Forest Ridge Drive  
 Bedford, TX 76021  
 Beverly Griffith  
 817-952-2101

Services shall be provided at all facilities listed in Appendix C with the primary billing address being 2000 Forest Ridge, Bedford, TX 76021.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 08/03/2011 and the attached terms and conditions.

Duration: This agreement shall remain in effect for an Initial Term of 5 Years beginning 10/1/2011 and from year to year thereafter.

Investments:

Year 1	10/01/2011 to 9/31/2012	\$58,000 annually	paid \$4,833.33 monthly
Year 2	10/01/2012 to 9/31/2013	\$59,740 annually	paid \$4,978.33 monthly
Year 3	10/01/2013 to 9/31/2014	\$61,577 annually	paid \$5,131.42 monthly
Year 4	10/01/2014 to 9/31/2015	\$63,703 annually	paid \$5,308.58 monthly
Year 5	10/01/2015 to 9/31/2016	\$65,906 annually	paid \$5,492.17monthly

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

Proposal accepted by:  
 Beverly Griffith  
 City Manager  
 City of Bedford

Proposal submitted by:  
 Chad Nobles  
 Acct. Executive/Acct. Representative  
 Siemens Industry, Inc.

\_\_\_\_\_  
 Signature Date

ADDENDUM 1  
 ATTACHED HERETO IS  
 INCORPORATED HEREIN AND MADE A  
 PART HEREOF BY THIS REFERENCE

\_\_\_\_\_  
 Signature Date

P.O.# \_\_\_\_\_

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

Or

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

\_\_\_\_\_  
 Signing Manager Name

\_\_\_\_\_  
 Signing Manager Title

\_\_\_\_\_  
 Signature Date

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

## 5.2 Terms And Conditions

### SERVICE TERMS AND CONDITIONS (REV. 10/09)

#### Article 1: General

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

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

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

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

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

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

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

#### Article 2: Covered Equipment

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

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

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

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

#### Article 3: Services by SIEMENS

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

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

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

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

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

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

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

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

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

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

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

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

#### Article 4: Responsibilities of Customer

4.1 Customer, without cost to SIEMENS, shall:

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

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

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

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

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

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

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

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

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

**Article 5: Compensation**

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

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

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

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

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

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

**Article 6: Changes; Delays; Excused Performance**

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

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

**Article 7: Warranties; Disclaimers; Limitation of Liability**

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

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

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

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

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

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

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

**Article 8: Limitations of Maintenance or Service Obligations**

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

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

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

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

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

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

**Article 9: Hazardous Materials Provisions**

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

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

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

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

**Article 10: Import / Export Indemnity**

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

**Article 11: Small Business Concern**

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

## Appendix A. Discounted Labor & Material Pricing

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below.

### Siemens Industry, Inc.

#### *Rates effective from January 1, 2011 through December 31, 2011*

Please note: Rates shown are for the period referenced above and are subject to change.

Standard Labor Rates:	*Straight Time (M-F 8 AM to 5 PM) excl. Holidays	**Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	***Sundays & Holidays
Automation Specialist	<b>\$160.00</b> (plus \$40.00 vehicle charge)	<b>\$240.00</b> (plus \$40.00 vehicle charge)	<b>\$320.00</b> (plus \$40.00 vehicle charge)
Fire Safety Specialist	<b>\$150.00</b> (plus \$40.00 vehicle charge)	<b>\$225.00</b> (plus \$40.00 vehicle charge)	<b>\$300.00</b> (plus \$40.00 vehicle charge)
Security Specialist	<b>\$150.00</b> (plus \$40.00 vehicle charge)	<b>\$225.00</b> (plus \$40.00 vehicle charge)	<b>\$300.00</b> (plus \$40.00 vehicle charge)
Engineer	<b>\$175.00</b> (plus \$40.00 vehicle charge)	<b>\$262.50</b> (plus \$40.00 vehicle charge)	<b>\$350.00</b> (plus \$40.00 vehicle charge)
Mechanic	<b>\$95.00</b> (plus \$40.00 vehicle charge)	<b>\$142.50</b> (plus \$40.00 vehicle charge)	<b>\$190.00</b> (plus \$40.00 vehicle charge)

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

Preferred Customer Labor Rates:	*Straight Time (M-F 8 AM to 5 PM) excl. Holidays	**Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	***Sundays & Holidays
Automation Specialist	<b>\$95.71</b> (plus \$40.00 vehicle charge)	<b>\$143.57</b> (plus \$40.00 vehicle charge)	<b>\$191.42</b> (plus \$40.00 vehicle charge)
Fire Safety Specialist	<b>\$110.00</b> (plus \$40.00 vehicle charge)	<b>\$165.00</b> (plus \$40.00 vehicle charge)	<b>\$220.00</b> (plus \$40.00 vehicle charge)
Security Specialist	<b>\$110.00</b> (plus \$40.00 vehicle charge)	<b>\$165.00</b> (plus \$40.00 vehicle charge)	<b>\$220.00</b> (plus \$40.00 vehicle charge)
Engineer	<b>\$92.35</b> (plus \$40.00 vehicle charge)	<b>\$138.53</b> (plus \$40.00 vehicle charge)	<b>\$184.70</b> (plus \$40.00 vehicle charge)
Mechanic	<b>\$85.00</b> (plus \$40.00 vehicle charge)	<b>\$127.50</b> (plus \$40.00 vehicle charge)	<b>\$170.00</b> (plus \$40.00 vehicle charge)

Note 1. A \$40.00 truck charge will be applied to all service calls that require a site visit.

Note 2. On-line service will be billed at a two-hour minimum for all Non service contract customers.

Note 3. Service involving travel to the customer site will incur a **four-hour minimum** labor charge for non-contract customers. Contract customers will incur a **two-hour minimum** for work that falls outside of contract requirements.

Note 4. Mileage is billable at \$0.50/mile after 60 miles one way.

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

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

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

## Appendix B. Monitoring Service New Account Information Form

The minimum information required to activate monitoring is a contact list of persons to call in case of an event. Please note section regarding Alarm permits.

Sections on Managed Services and Elevator monitoring should only be filled out when those services have been included in your proposal. Welcome to Siemens Monitoring - We appreciate your business.

This Section to be completed by customer:

Customer Name:

Site Address (FL):

### Customer Contacts

The account codeword is used to verify a customer's legitimacy to be on the premises when the Siemens calls in response to alarm activations. The CMS account number AND codeword will be required when requesting alarm/account information or to place your account on test.

Account Codeword:

### Premises

			Type
Contact 1 Name:	<input type="text" value="Robin Giselbach"/>	Phone #	<input type="text" value="817-713-0625"/> Mobile
Contact 2 Name:	<input type="text"/>	Phone #	<input type="text"/>
Contact 3 Name:	<input type="text"/>	Phone #	<input type="text"/>
Contact 4 Name:	<input type="text"/>	Phone #	<input type="text"/>

Siemens offers multiple ways to contact customers on alarm/trouble signals. Contact can be by telephone, email, or text. Plans can be customized for different contact lists for Day and After Hours contact. If special instructions are required please detail below. Any questions can be sent to [alarm.admin.industry@siemens.com](mailto:alarm.admin.industry@siemens.com) or call 866-552-7823 option 2.

Please note that NFPA requires contact on all fire alarm and trouble signals regardless of time of day.

### Police/Fire/Permit Information

#### Standard Operating Procedures:

Fire: Dispatch of Fire Department, Call to Premises and if no answer calls to contact list.

Holdup, Panic, or Duress alarms dispatch police first and wait at least 30 minutes before calling premises.

Intrusion alarms call to premises, dispatch police if no answer or no codeword, calls to contact lists.

**Please list any deviation to these procedures below:**

Many jurisdictions require an alarm permit by the end user. It is the customer's responsibility to obtain the required permit and supply it to the monitoring center. Many times the permit must be renewed annually. Customer will be responsible for any fees for no permits.

Permit #

**Business Hours for Managed Services**

Please note: This section only to be completed if subscribing to Managed Services  
(calls on open/close signals not being received)

	Opening Time	Closing Time	Holiday's Observed	Yes/No	Call On:	
Sunday			NY Eve	Yes	Yes/No	
Monday			NY Day	Yes	Early Opening	No
Tuesday			Memorial	Yes	Missing Opening	Yes
Wednesday			July 4 <sup>th</sup>	Yes	Missing Closing	Yes
Thursday			Labor Day	Yes	Early Closing **	Yes
Friday			Thanksgiving	Yes		
Saturday			Day After Thanksgiving	Yes		
			Christmas Eve	Yes		
			Christmas Day	Yes		
			Day After Christmas	Yes		

\*\* Notification will be made by email/text

**Elevator Monitoring**

Please note: This section only to be completed if subscribing to Elevator Monitoring  
(calls from persons trapped in an elevator)

	Description	Phone #	
Elevator 1			
Elevator 2			
Elevator 3			
Elevator 4			
Elevator 5			

**Other Special Instructions**

## Appendix C. Building Details

### Service Center

Current Equipment						
<u>Building</u>	<u>Equip. Type</u>	<u>Manufacture</u>	<u>Manuf. Date</u>	<u>Size (Tons)</u>	<u>Model #</u>	<u>Serial #</u>
Service Center	Split - Condenser	Trane	Oct. 03	6	2TTA0072A3000AA	34345FE2F
Service Center	Split - Condenser	Trane	Oct. 02	2	2TTR1024A1000AA	24435095F
Service Center	Split - Condenser	Trane	Feb. 03	4	2TTR1048A1000AA	30714134F
Service Center	Split - Condenser	Trane	July 01	3	TTB036C100A2	Z2852BKBF
Service Center	Split - Furnace	Trane	Sept. 03	6	TXC065S3HPC0	3375LJN5G
Service Center	Split - Furnace	Trane	Dec. 03	3	TXC036C4HPC0	34931UK5G
Service Center	Split - Furnace	Trane	Unknown	3	TUE060A936K3	Z152L3X2G
Service Center	Split - Furnace #2	Trane	2006	4	TUD1B080A9481A	
Service Center	Split - Furnace	Trane	2006	4	W/2TSCCB048AC3HCA	
Service Center	Split - Condenser	Trane	2006	3	2TTB3030A1000A	
Service Center	Split - Furnace #4	Trane	2006	3	TUD1B080A9361A W/2TXCB036	
Service Center	Split - Condenser	Trane	2006	4	2TTB3048A1000A	
Service Center	Split - Furnace #5	Trane	2006	3	TUD1B080A9361A W/2TXCB036	
Service Center	Split - Condenser	Trane	2006	2	2TTB3018A1000A	

### Stand Alone/Split Systems-A/C & Elect/Gas Heat

Operating Inspection – (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**Animal Shelter**

Current Equipment						
Building	Equip. Type	Manufacture	Manuf. Date	Size(Tons)	Model #	Serial #
Animal Shelter	Split Condenser	Trane	Mar. 05	5	2TTB2060A1000AA	5112P8J3F
Animal Shelter	Split Furnace	Trane	April 05	5	TXC061C5HPC0	5164RB15G
Animal Shelter		Amana	2011		PTH093A35AB	0004128831
Animal Shelter		Amana	2011		PTH093A35AC	9705142175
Animal Shelter		Amana	2011		PTH093A35AC	0004128832
Animal Shelter	Split Condenser	Trane	2006	4	2TTB3024-2TEC3F48	
Animal Shelter	Split AHU	Trane	2006	4	Included in above	
Animal Shelter	Split Condenser	Trane	2006	2	2TTB3024-2TEC3F24	
Animal Shelter	Split AHU	Trane	2006	2	Included in above	

**Stand Alone/Split Systems-A/C & Elect/Gas Heat**

Operating Inspection – (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**City Hall Building B**

Current Equipment						
Building	Equip. Type	Manufacture	Manuf. Date	Size (Tons)	Model #	Serial #
Municipal "B"	Packaged RTU #4	Carrier				
Municipal "B"	Packaged RTU	Trane		6.5	TCD0743000C	P2111021680
Municipal "B"	Packaged RTU	Trane		12	TCD150C1000AA	Unknown
Municipal "B"	Split Condenser	Trane		5	2TTRO36A1000AA	43236ME3F
Municipal "B"	Split System	Trane	Jan. 03	4	TSC048A3EGA0XD2000	302100852L
Municipal "B"	Split System-AHU	Trane	2006	3	2TEC3F36	
Municipal "B"	Packaged RTU	Carrier		8	50TJ008521	4698G30386

**Stand Alone/Split Systems-A/C & Elect/Gas Heat**

Operating Inspection – (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**Stand Alone/RTU-A/C & Elect/Gas Heat**

Operating Inspection – (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**City Hall Building A**

<b>Current Equipment</b>						
<b>Building</b>	<b>Equip. Type</b>	<b>Manufacture</b>	<b>Manuf. Date</b>	<b>Size (Tons)</b>	<b>Model #</b>	<b>Serial #</b>
Municipal Building "A"	Packaged RTU	Trane	Nov. 02	5	YHC060A1EMA12000	247100894L
Municipal Building "A"	Packaged RTU	Trane	Nov. 02	5	YHC060A1EMA12000	247100777L
Municipal Building "A"	Packaged RTU	Trane	June 01	2.5	TCC024F100BG	Z256J2N2H
Municipal Building "A"	Packaged RTU #3	Trane		2.5	YCD030...	Unknown
Municipal Building "A"	Boiler	Ray-Pac		33,600 BTU	Hi - Delta	211202220
Municipal Building "A"	Boiler	Ray-Pac		33, 600 BTU	Hi - Delta	211202219
Municipal Building "A"	AHU	Trane		2.5	MCCB0300A0	K02K65889A
Municipal Building "A"	Pump	AO Smith		5HP	7850121-01-0	BX07
Municipal Building "A"	Air Cooled Chiller	Trane	2006	80	RTAA080	

**Stand Alone/Split Systems-A/C & Elect/Gas Heat**

Operating Inspection – (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**Stand Alone/RTU-A/C & Elect/Gas Heat**

Operating Inspection – (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**Pumps / Pumps**

Operating Inspection (1 per year)

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

**Built Up Units - AHU's / Fan System \ Axial**

Operating Inspection – (2 per year)

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

Seasonal Inspection – (1 per year)

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

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**Splash**

Current Equipment						
<b>Building</b>	<b>Equip. Type</b>	<b>Manufacture</b>	<b>Manuf. Date</b>	<b>Size (Tons)</b>	<b>Model #</b>	<b>Serial #</b>
Splash	Split AHU	Trane	-	-	-	-
Splash	Split AHU	Trane	-	-	-	-
Splash	Split AHU	Trane	-	-	-	-
Splash	Split Condenser	Trane	Dec. 02	4	2TTA2048A3000AA	2514M5H3F
Splash	Split Condenser	Trane	April 02	3	2TTA2036A3000AA	2155UH93F
Splash	Split Condenser	Trane	Mar. 03	2	2TTR2024A1000AA	3134WHF4F

**Stand Alone/Split Systems-A/C & Elect/Gas Heat**

Operating Inspection – (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**Library**

Current Equipment						
<b>Building</b>	<b>Equip. Type</b>	<b>Manufacture</b>	<b>Manuf. Date</b>	<b>Size (Tons)</b>	<b>Model #</b>	<b>Serial #</b>
Library	AHU #3	Trane	Sept. 87	10	BRB101V78N	B39199114
Library	AHU #4	Trane		15	BWV180B3	Unknown
Library	AHU	Trane		10	BWE120C400FA	177804
Library	AHU #1	Trane		15	BWV180B3	Unknown
Library	Split(Heat Pump) Condenser-Unit #1	Trane	2006	15	TTA180B300	
Library	Split(Heat Pump) Condenser-Unit #3	Trane	2006	15	TTA180B300	
Library	Split(Heat Pump) Condenser-Unit #4	Trane	2006	15	TTA180B300	
Library	Split(Heat Pump) Condenser-Unit #2	Trane	2006	10	TTA120B300	
Library	Split(Heat Pump) Condenser-Unit #5	Trane	2006	10	TTA120B300	

**Stand Alone/Heat Pump with Split**

Operating Inspection – (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**Arts Council**

Current Equipment						
Building	Equip. Type	Manufacture	Manuf. Date	Size (Tons)	Model #	Serial #
Art's Council	Split - AHU	Trane	2006	4	2TEC3F48A1000A W/BAYHTR1410BRK	
Art's Council	Split - AHU	Trane	2006	2.5	2TEC3F30A1000A W/BAYHTR1405BRK	
Art's Council	Split - Condenser	Trane	2006	3	2TTB3036A100A	
Art's Council	Split - AHU	Trane	2006	3	2TEC3F36A1000A W/BAYHTR1408BRK	
Art's Council	Split - AHU	Trane	2006	5	2TEC3F60A1000A W/BAYHTR1415BRK	
Art's Council	Split - Condenser	Payne		2	PA10JA024000AAAA	3098E20667
Art's Council	Split - Condenser	Trane	Feb. 05	3	2TTB2036A1000AA	5053UCJ3F
Art's Council	Split - Condenser	Trane	Mar. 01	3	TTB036C100A2	Z124YNABF
Art's Council	Split - AHU	Trane		3	TWE036C140	4076M731V
Art's Council	Split - Condenser	Ameristar	Feb. 05	5	2A7B2060A1000AA	50627FM3F
Art's Council	Split - Condenser	Carrier		4	38CKB048-301	3396E21171

**Stand Alone/Split Systems-A/C & Elect/Gas Heat**

Operating Inspection – (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**Art's Theater**

<b>Current Equipment</b>						
<b>Building</b>	<b>Equip. Type</b>	<b>Manufacture</b>	<b>Manuf. Date</b>	<b>Size (Tons)</b>	<b>Model #</b>	<b>Serial #</b>
Art's Theater	Packaged RTU	Trane	April 05	5	YSC060A1EMA1R000	5151013572
Art's Theater	Packaged RTU	Trane	Jan. 03	4	YSC048A1EMA0Z000	303100295L
Art's Theater	Packaged RTU	Trane	Feb. 02	5	YSC060A1EHA0H000	207101285L
Art's Theater	Packaged RTU	Trane	July 98	3	YCC036F1M0BF	N303YEL1H
Art's Theater	Packaged RTU	Trane	2006	5	YCH063A3RLA	

**Stand Alone/Split Systems-A/C & Elect/Gas Heat**

Operating Inspection – (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**Senior Center**

Current Equipment						
Building	Equip. Type	Manufacture	Manuf. Date	Size (Tons)	Model #	Serial #
Sr. Center	Split - AHU	Carrier		3.5	4006042300	1587A24869
Sr. Center	Split - AHU	Trane		3.5	TWE042C140C0	3505NFJ1V
Sr. Center	Split - AHU	American Standard		3.5	TWE042C140C0	5353NGD1V
Sr. Center	Packaged RTU	Trane	Nov. 02	5	WSC060A1RAAOVO10100000300	245101532C
Sr. Center	Packaged RTU	Trane	Nov. 02	5	WSC060A1RAAOVO10100000300	245101727L
Sr. Center	Packaged RTU	Rheem		3	RJKA086JK	5568F169812838
Sr. Center	Split - Condenser	Trane	Aug. 02	5	TWR060D100A2	2353RPJ1F
Sr. Center	Split - Condenser	Trane	Aug. 02	5	TWR060D100A2	2353Y461F
Sr. Center	Split - Condenser	Trane	Aug. 03	5	TCS060A1EA0A1300000000	333102589L
Sr. Center	Split - Condenser	Trane	Sept. 02	3.5	TWR042C100B3	2393NCB4F
Sr. Center	Split - Condenser	Trane	Sept. 02	3.5	TWR042C100B3	2393NPW4F
Sr. Center	Package RTU	Trane		5		
Sr. Center	Split - AHU	Trane	2006	5	2TEC3F60A1000A	
Sr. Center	Split - AHU	Trane	2006	5	W/BAYHTR1415BRKB	
Sr. Center	Split(Heat Pump) Condenser	Trane	2006	3.5	2TTB3042A1000A	
Sr. Center	Split - AHU	Trane	2006	3.5	2TEC3F42A1000A	
Sr. Center	Split - AHU	Trane	2006	3.5	W/BAYHTR1415BRKB	
Sr. Center	Split - AHU	Trane	2006	3.5	2TTB3042A1000A	

**Stand Alone/Split Systems-A/C & Elect/Gas Heat**

Operating Inspection – (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**Stand Alone/Split Systems-A/C with Gas Heat**

Operating Inspection – (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**Fire Station #1**

Current Equipment						
Building	Equip. Type	Manufacture	Manuf. Date	Size(Tons)	Model #	Serial #
Fire Station #1	Split - Condenser	Trane	Nov. 2000	7.5	TTA090A300DA	R474SE6AH
Fire Station #1	Split - Furnace	Trane		7.5	TUD100C972K2	3162K0M1G
Fire Station #1	Split - Condenser	Carrier		7.5	38FP007500	3085G49479
Fire Station #1	Split - Condenser	Trane	2006	3.5	2TTB3042A1000A	
Fire Station #1	Split - Furnace	Trane	2006	3.5	TUD1B080 W/2TXCB048	
Fire Station #1	Twin Furnace	Trane	2006	3	TUD1C100A960A	
Fire Station #1	Twin Furnace	Trane	2006	3	W/2TXCC060AC3HCA	

**Stand Alone/Split Systems-A/C & Elect/Gas Heat**

Operating Inspection – (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**Fire Station #2**

<b>Current Equipment</b>						
<b><u>Building</u></b>	<b><u>Equip. Type</u></b>	<b><u>Manufacture</u></b>	<b><u>Manuf. Date</u></b>	<b><u>Size (Tons)</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
Fire Station #2	Split - Furnace	Carrier		5	58PAV111-20	3396A11750
Fire Station #2	Split - Furnace	Carrier		5	58PAV111-20	3996A10516
Fire Station #2	Split - Condenser	Trane	2006	5	2TTB3060	
Fire Station #2	Split - Condenser	Trane	2006	5	2TTB3060	

**Stand Alone/Split Systems-A/C & Elect/Gas Heat**

Operating Inspection – (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**Fire Station # 3**

<b>Current Equipment</b>						
<b><u>Building</u></b>	<b><u>Equip. Type</u></b>	<b><u>Manufacture</u></b>	<b><u>Manuf. Date</u></b>	<b><u>Size (Tons)</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
Fire Station #3	Packaged RTU	Carrier		2	48GS02406031	0600G11000
Fire Station #3	Packaged RTU	Carrier		3.5	48GS04090501	1400G10081
Fire Station #3	Packaged RTU	Carrier		6	48TJE007S21BA	1000G21495

**Stand Alone/Split Systems-A/C with Gas Heat**

Operating Inspection – (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**Old Bedford School**

<b>Current Equipment</b>						
<b>Building</b>	<b>Equip. Type</b>	<b>Manufacture</b>	<b>Manuf. Date</b>	<b>Size (Tons)</b>	<b>Model #</b>	<b>Serial #</b>
Old Bedford School	Split - Condenser #6	Trane	2006	5	2TTB3060	
Old Bedford School	Split - Condenser #3	Trane	2006	5	2TTB3060	
Old Bedford School	Packaged RTU #5	Trane	2006	10	YHC120A3RLA	
Old Bedford School	Packaged RTU #4	Trane	2006	10	YHC120A3RLA	
Old Bedford School	Packaged RTU #2	Carrier	2011	7.5		
Old Bedford School	Packaged RTU #1	Carrier	2011	3		

**Stand Alone/Split Systems-A/C & Elect/Gas Heat**

Operating Inspection – (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**Stand Alone/Split Systems-A/C with Gas Heat**

Operating Inspection – (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**Boys Ranch**

<b>Current Equipment</b>						
<b>Building</b>	<b>Equip. Type</b>	<b>Manufacture</b>	<b>Manuf. Date</b>	<b>Size (Tons)</b>	<b>Model #</b>	<b>Serial #</b>
Boys Ranch	Packaged RTU	Carrier	1999	5	48TJD006-601BA	1399G20123
Boys Ranch	Packaged RTU	Carrier	1999	5	48TJD005-601GA	1099G20800
Boys Ranch	Packaged RTU	Carrier	1999	4	48TJE004-611GA	099G20529
Boys Ranch	Packaged RTU	Carrier	1999	5	48TJD006-601BA	0899G20759
Boys Ranch	Packaged RTU	Carrier	1999	5	48TJD006-601BA	1099G220980
Boys Ranch	Packaged RTU #2	Trane	2006	25	YCD301C3LOC	
Boys Ranch	Packaged RTU #1	Trane	2006	25	YCD301C3LOC	
Boys Ranch	Packaged RTU	American Standard	Dec. 02	5	YCC060F3MOBH	24941602H
Boys Ranch	Packaged RTU	Carrier	1999	7.5	48TJD008-621BA	1099G30072
Boys Ranch	Packaged RTU	Carrier	1999	5	48TJD006-601BA	1099G220981
Boys Ranch	Packaged RTU	Carrier	1999	5	48TJD006-601BA	1099G20979
Boys Ranch	Split - Condensing	Carrier	1999	2	38CKC024330	0899E18386
Boys Ranch	Gas Furnace	Carrier	1999	2	58PAV045-08	0599A05542

**Stand Alone/Split Systems-A/C & Elect/Gas Heat**

Operating Inspection – (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**Stand Alone/Split Systems-A/C with Gas Heat**

Operating Inspection – (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**Law Enforcement Center**

Current Equipment						
Building	Equip. Type	Manufacture	Manuf. Date	Size (Tons)	Model #	Serial #
LEC	Boiler	Bryan			CL27OWG1	83034
LEC	Rec. Pump	Taco			563CKHZR7056	HWRPJ
LEC	Rec. Pump	Taco			563CKHZR7056	HWRPA
LEC	Hot Water Pump	Taco		15 HP	MZ513T	37F5994723H1
LEC	Hot Water Pump	Taco		15 HP	MZ513T	37F5994723H2
LEC	Chilled Water Pump	Taco		15 HP	MZ513T	37F5994723H3
LEC	Chilled Water Pump	Taco		15 HP	MZ513T	37F5994723H4
LEC	AHU	York		50	A8800	CKGMD1438C
LEC	AHU	York		50	BAQ060845	DHGM28002B
LEC	Chiller	Trane		165		
LEC	RTU	York		3	HZDB036S25A	WFLM06Z911
LEC	RTU	York		4	HZDB048S25A	EHGM335784

**Chillers / Screws / Air Cooled**

Operating Inspection (3 per year)

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

Shut Down Inspection (1 per year)

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

**Pumps / Pumps**

Operating Inspection (1 per year)

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

**Stand Alone/Split Systems-A/C with Gas Heat**

Operating Inspection (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**House on Bedford Road**

Current Equipment						
<u>Building</u>	<u>Equip. Type</u>	<u>Manufacture</u>	<u>Manuf. Date</u>	<u>Size (Tons)</u>	<u>Model #</u>	<u>Serial #</u>
House on Bedford Road	Split - Condenser #1	Rudd				
House on Bedford Road	Split - Air Handler	Rheem			UGVG-10EBRJR	CM1D307F50920424
House on Bedford Road	Evap Coil #1	Rheem			RCTH-A048S	G0393

**Stand Alone/Split Systems-A/C with Gas Heat**

Operating Inspection (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**Parks Service Center**

<b>Current Equipment</b>						
<b><u>Building</u></b>	<b><u>Equip. Type</u></b>	<b><u>Manufacture</u></b>	<b><u>Manuf. Date</u></b>	<b><u>Size (Tons)</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
Parks Service Center	Split - Condenser #1	Carrier	Oct-06	3	24ACA336A500	2706E08848
Parks Service Center	Split - Air Handler	Carrier	Oct-06	3	58MVB060-14	4106A08258
Parks Service Center	Split - Condenser #1	Carrier	Nov-06	4	24ACA342A500	2506E16483
Parks Service Center	Split - Air Handler	Carrier	Nov-06	4	58MVB060-14	4606A04970
Parks Service Center	Evap Coil #1	CAC/BDP	Oct-06		CAPVP3617ACAAAAA	1206X11428
Parks Service Center	Evap Coil #2	CAC/BDP	Nov-06		CAPVP4817ACAAAAA	0906X94540

**Stand Alone/Split Systems-A/C with Gas Heat**

Operating Inspection (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**New Library**

Current Equipment						
<u>Building</u>	<u>Equip. Type</u>	<u>Manufacture</u>	<u>Manuf. Date</u>	<u>Size (Tons)</u>	<u>Model #</u>	<u>Serial #</u>
New Library	RTU - 1 (Water Source HP)	Carrier				
New Library	RTU - 2 (Water Source HP)	Carrier				
New Library	RTU - 3 (Water Source HP)	Carrier				
New Library	RTU - 4 (Water Source HP)	Carrier				
New Library	RTU - 5 (Water Source HP)	Carrier				
New Library	RTU - 6 (Water Source HP)	Carrier				
New Library	RTU - 7 (Water Source HP)	Carrier				
New Library	RTU - 8a (Water Source HP)	Carrier				
New Library	RTU - 8b (Water Source HP)	Carrier				
New Library	RTU - 9 (Water Source HP)	Carrier				
New Library	RTU - 10 (Water Source HP)	Carrier				
New Library	RTU - 11 (Water Source HP)	Carrier				
New Library	RTU - 12 (Water Source HP)	Carrier				
New Library	RTU - 13 (Water Source HP)	Carrier				
New Library	RTU - 14 (Water Source HP)	Carrier				
New Library	RTU - 15 (Water Source HP)	Carrier				
New Library	RTU - 16 (Water Source HP)	Carrier				
New Library	Split System					

\* Missing Data will be filled in during first inspection.

**Stand Alone/Heat Pump with Split**

Operating Inspection – (2 per year)

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

Air Cooled Condenser Coil Cleaning – (1 per year)

Filter Changes – (4 per year) If more are required, additional charges may be applicable)

**Addendum 1 to Siemens 5 Year Advantage Services Agreement (“Agreement”)**  
between  
**City of Bedford (“Contractor”)**  
and  
**Siemens Industry, Inc., Building Technologies Division (“Subcontractor”)**  
**Dated: August 16, 2011**

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Contractor and Subcontractor agree to modify the Terms and Conditions as follows, where the Terms and Conditions of the Five (5) Year Advantage Services Agreement (“Agreement”) between the parties dated August 03, 2011 conflict with or differ from the Terms and Conditions of this Addendum, the provisions of this Addendum will control, and notwithstanding anything herein to the contrary, no reference to or incorporation of any contract, specification or document other than the Agreement and this Addendum shall grant rights to or impose any obligations upon either party relative to warranty, indemnity, insurance, delay, liquidated damages, payment or rights to drawings, computer code or other proprietary information:

**Section 1.2**, modify as follows: “This Agreement shall be governed by and enforced in accordance with the laws of the State of ~~Illinois~~ Texas. Any litigation arising...”

**Section 1.3**, delete in its entirety.

**Section 3.8**, delete last sentence of article.

**Section 7.5** delete in its entirety.

The parties agree that this addendum modifies the Five (5) Year Advantage Services Agreement between the parties dated August 03, 2011 and is incorporated therein by this reference.



# Council Agenda Background

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## PRESENTER:

James Tindell, Fire Chief

## ITEM:

Consider a resolution authorizing the City Manager to renew the City's current contract with Dr. Roy Yamada, M.D., Fort Worth, Texas, to provide medical control services for the City of Bedford's emergency medical operations in the amount of \$17,500.

## DISCUSSION:

Dr. Roy Yamada has been serving as Medical Director for the City's emergency medical services since December of 1998. The City of Bedford reviews and renews Dr. Yamada's contract annually. The City of Bedford wishes to renew Dr. Yamada's annual contract in the amount of \$17,500 for FY 11/12. There have been no changes in Dr. Yamada's contract.

## RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Dr. Roy Yamada, M.D., Fort Worth, Texas, to provide medical control services for the City of Bedford's emergency medical operations in the amount of \$17,500.

## FISCAL IMPACT:

The cost for this service is \$17,500 annually. The funds for this service were included as part the Fire Department's base budget approved during the FY 11/12 budget process.

## ATTACHMENTS:

Resolution  
Contract

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO RENEW THE CURRENT CONTRACT WITH DR. ROY YAMADA, M.D., FORT WORTH, TEXAS, TO PROVIDE MEDICAL CONTROL SERVICES FOR THE CITY OF BEDFORD'S EMERGENCY MEDICAL OPERATIONS IN THE AMOUNT OF \$17,500.

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. Roy Yamada, M.D. of Fort Worth, Texas.

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

SECTION 1. That the City Council hereby authorize the City Manager to enter into a contract with Dr. Roy Yamada, M.D., of Fort Worth, Texas to provide medical control services for the City of Bedford's emergency medical operations.

PASSED AND APPROVED this 27th day of September 2011, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

\_\_\_\_\_  
Jim Story, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

## MEDICAL CONTROL SERVICES AGREEMENT

This MEDICAL CONTROL SERVICES AGREEMENT (The “Agreement”), executed this 1st day of October, 2008, by and between the CITY OF BEDFORD FIRE DEPARTMENT ( the “Department”), and Dr. Roy Yamada.

### WITNESSETH:

WHEREAS, the Department is the operator of an advanced life support ambulance service;

WHEREAS, Dr. Yamada can offer medical control, and other support services to municipal corporations, providing emergency services; and

WHEREAS, the Department desires to engage Dr. Yamada, and Dr. Yamada desires to be engaged by the Department, to provide certain medical control services for the Department’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 Department and Dr. Yamada do hereby agree as follows:

### I.

#### OBLIGATION TO PROVIDE MEDICAL CONTROL SERVICES AND PAYMENT THEREFOR

1.1 Obligation to provide Medical Control Services. During the term (as defined in Section 1.3 hereof) of this Agreement, and subject to the conditions and provisions hereof, Dr. Yamada will provide the Department with the Medical Control Services described in Article II of this Agreement

1.2 Payment for Medical Control Services.

(i) Basic Service Fee. In consideration for Dr Yamada providing the Department with the medical control described in Section 2.1, the Department will pay Dr. Yamada \$17,500 per year (the “Basic Service Fee”). The Basic Service Fee will be payable in advance on the first Business Day of October.

(ii) Price Changes. Dr. Yamada may change the amounts of the Basic Service Fee set forth in subpart ( I ) of this section upon 30 days prior written notice to the Department; provided, however, the Department may, as a result of any increase in the Basic Services Fee, terminate this Agreement upon 30 days prior written notice to Dr. Yamada.

- 1.3 Term. This Agreement will commence on the date hereof and, unless otherwise terminated as provided herein, will continue for an initial twelve (12) months. During the initial term, the Department may terminate the Agreement by giving Dr. Yamada written notice ninety (90) days before the beginning of any City fiscal year. Upon completion of such initial twelve (12) month term, this Agreement will be automatically renewed unless either the Department or Dr. Yamada will have therefore given the other party 90 days prior written notice of its election to terminate this Agreement. Correspondingly, upon completion of the initial twelve (12) month renewal period or any subsequent twelve (12) month renewal period, this Agreement will continue to be automatically renewed for 12 month periods unless either the Department or Dr. Yamada has therefore given the other party 90 days prior written notice of its election to terminate this Agreement. At some point, if it is believed to be in the best interest of the Department and Dr. Yamada, the twelve (12) month renewal period may be extended to a length of time greater than twelve (12) months if both parties are in agreement.

II.  
DESCRIPTION OF MEDICAL CONTROL SERVICES  
PROVIDED BY DR. YAMADA

2.1 Medical Control. During the Term of this Agreement, Dr. Yamada will arrange for on-line medical direction and other medical control to the Department's City's emergency ambulance service on a continuous, 24-hour basis on each day of the week. On-line medical direction, and other medical control, will be provided by the physician on duty, at the receiving medical facility, using established guidelines and medical protocols through voice contact. During the Term of this Agreement, Dr. Yamada will provide the Department'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 Department's emergency ambulance service. Dr. Yamada will provide all services required of a medical director by Chapter 197, State Board of Medical Examiner Rules.

- (i) Patient Chart and Case Reviews. As needed, Dr. Yamada will sponsor or conduct, on an individual basis for the Department's emergency ambulance service, patient chart or case reviews, for the purpose of complying with quality control provisions as required by Texas Department of Health.

III.  
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Department. The Department represents and warrants to, and agrees with Dr. Yamada as follows:

(i) The Department has full power and authority to exercise and deliver this agreement. The execution and delivery of this Agreement by the Department will not constitute default under, or violate any provision of, the City of Bedford Charter or any agreement to which, the Department is a party or any statute, rule, regulation, judgment or order by which it is bound.

(ii) The Department 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 Department will at all times operate the emergency service in accordance with all applicable laws and regulations.

3.2 Representations and Warranties of Dr. Yamada. Dr. Yamada hereby represents and warrants to, and agrees with, the Department as follows:

(i) Dr. Yamada is duly organized, validity existing and in good standing as a Medical Doctor and F.A.C.E.P. under the laws of the State of Texas.

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

IV.  
INSURANCE AND INDEMNIFICATION

4.1 City/Department's Insurance. The City of Bedford is insured through the Texas Municipal League and does carry liability insurance. Any request for financial information will be handled in accordance with existing open records law of the State of Texas.

4.2 Dr. Yamada's Insurance. Dr. Yamada is insured and carries the customary hospital and general liability insurance.

- 4.3 Indemnification by the Department. To the extent allowed by law the Department will indemnify and hold harmless Dr. Yamada from and against any and all liabilities, costs, damages and expenses (including attorney's fees and expenses) as permitted by law, resulting from or attributable to any and all willful misconduct or negligent acts and omissions of the Department and its emergency ambulance providers, public officials, employees and agents arising from or in connection with the Department's emergency ambulance service or the Department relating to or otherwise affecting this agreement.
- 4.4 Indemnification by Dr. Yamada. Dr. Yamada 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 attorney's fees and expenses) resulting from or attributable to any and all willful misconduct or negligent acts and omissions of Dr. Yamada arising from or in connections with Dr. Yamada's involvement with the Department's emergency ambulance services provided by Dr. Yamada to the Department pursuant to this Agreement.
- 4.5 Non-waiver 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 Department may have as to any claimant or plaintiff (other than Dr. Yamada) to assert defenses of the Texas Civil Practices and Remedies code, or any other statutory or common law defenses available to municipalities in the State of Texas.

V.  
MISCELLANEOUS PROVISIONS

- 5.1 Notices. Any notice required or permitted pursuant to this agreement will be deemed sufficient if in writing and hand-delivered or sent by registered or certified mail, postage prepaid and if addressed (I) to Dr Yamada, 5800 Forest Bend Place, Ft. Worth, Texas, 76112, and if (ii) to the Department, to the address set forth below under the Department's signature.
- 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 Department and Dr. Yamada. This Agreement may not be amended, except by the instrument, in writing, executed by the party against which enforcement is sought.
- 5.4 Successors and Assigns. This Agreement will be binding upon, and will insure to the benefit of, the Department and Dr. Yamada and their respective successors and assigns; provided, however, neither the Department nor Dr. Yamada 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 Fire Department and Dr. Roy Yamada have executed this Agreement as of the date first above written.

City of Bedford

Medical Director

\_\_\_\_\_  
Beverly Queen, City Manager

\_\_\_\_\_  
Dr. Roy Yamada, MD

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

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

Address:

Address:

2000 Forest Ridge  
Bedford, Texas 76021

5800 Forest Bend Place  
Fort Worth, Texas 76112



# Council Agenda Background

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## PRESENTER:

Michael Wells, City Secretary

## ITEM:

Consider a resolution amending the Public Information Policies and Procedures for the City of Bedford.

## DISCUSSION:

The City Council established a policy for the handling of public information requests in 1997. Section V. (B) of the Policy addresses requests for information contained in personnel files and was apparently written to clarify some confusion in State law, specifically Section 552.305 of the Texas Public Information Act. This section states that a person whose interests may be involved in a request (an employee or former employee in this case) may submit a request to the Attorney General that the information being requested should be withheld and the reasons for doing so. However, the section does not mandate that the City actually inform the person that a request has been made in the first place, except in cases where the City itself has determined that information should be withheld. The City's policy clarifies this by stating that immediately upon receipt of a request for information in a personnel file, the City Secretary shall notify the individual involved.

The City Secretary's Office is requesting some changes to the policy which will help to expedite more routine requests for information contained in personnel files and also establish more set procedures and timelines for notifying the individuals involved. The first change states that if the request is accompanied by some kind of release or authorization from the individual, then there is no requirement to contact the individual or the City Attorney regarding the request. This will help with the vast majority of open records requests received by the City Secretary's Office regarding personnel files, which are from employers researching individuals they are looking to possibly hire.

Secondly, the current policy does not give any guidelines on how to contact the individuals involved, which is problematic especially with former employees. It simply reads that the individual shall be notified. As rewritten, the policy now specifies that the City Secretary's Office shall make a reasonable attempt to give notice, via certified mail, to the former employee at their last known mailing address on file with the Human Resources Department.

Additionally, the current policy is silent on how long the City Secretary's Office must wait on a response from the individual if they choose to make a request to the Attorney General's Office. Now, a copy of the individual's request to the Attorney General's Office must be received by the City Secretary's Office within five business days of the original notice being received. If no request is received by that deadline, and the City Attorney has found no exceptions within the Public Information Act for withholding the information, then the information requested will become immediately subject to release.

Also, a subsection has been added regarding requests for information contained within a personnel file, filed through a subpoena or court order. In those cases, the City Secretary's Office will still contact the City Attorney and the employee or former employee, as allowed by law, only to the extent that their personnel file was subject of an open records request. As there are no allowances to withhold the information through an Attorney General's opinion, the information will become immediately subject to release.

Finally, the rest of the subsection has been written so there is a more logical flow to the procedures to be followed. The City Secretary's Office will continue to redact information from personnel files which the Attorney General's Office has determined can be withheld without seeking an official opinion. This includes such items as social security numbers, driver's license numbers, account numbers, etc. Also, if an employee has requested to withhold their contact information, to include their home address and home telephone number as well as if they have family members, at the time of their initial hire date, that information will be redacted as well.

The changes to the policy have been approved by the City Attorney's Office.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution amending the Public Information Policies and Procedures for the City of Bedford.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Resolution  
Public Information Policies and Procedures – Redlined

**RESOLUTION NO. 11-**

**A RESOLUTION AMENDING THE PUBLIC INFORMATION POLICIES AND PROCEDURES FOR THE CITY OF BEDFORD.**

**WHEREAS, the City Council of Bedford, Texas first established procedures and policies for the handling of public information requests in 1997; and,**

**WHEREAS, the City Council of Bedford, Texas has determined that these procedures and policies need to be revised in order to expedite more routine requests for information contained in personnel files and also establish more set procedures and timelines for notifying the individuals involved.**

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

**SECTION 1. That the Public Information Policies and Procedures for the City of Bedford are hereby revised as shown in the attached Exhibit A.**

**SECTION 2. That this resolution shall be in effect at the time of the adoption.**

**PASSED AND APPROVED this 27th day of September, 2011, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions at a regular meeting of the City Council of the City of Bedford, Texas.**

**APPROVED:**

\_\_\_\_\_  
**Jim Story, Mayor**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

CITY OF BEDFORD  
PROCEDURE FOR PROCESSING OF REQUESTS  
FOR PUBLIC INFORMATION PURSUANT TO  
CHAPTER 552 TEXAS GOVERNMENT CODE

- I. The City Secretary or his/her designee is the Custodian of all City records.
- II. All requests for public information shall be in writing and delivered to the custodian of records or his/her designee and shall identify the information requested provided however those records that are routinely distributed and disseminated by city officials and employees may continue to be distributed without the necessity of formal written request.
- III. All written requests for public information shall be file stamped as to date of receipt.
- IV. All requests for public information shall be handled promptly and the information made available to the party requesting it unless the custodian of records concludes that the information falls within one of the exceptions or that the information is contained in a personnel file. The City has ten (10) days from receipt of the request to request a ruling from the Attorney General's office. It is imperative that the request and conclusion be forwarded to the City Attorney promptly and well within the ten (10) day requirement. Within ten (10) days of the receipt of a request for public information, the custodian of records will notify the requester as to the status of the request.
- V.
  - A. Information that the custodian of records has concluded falls within one (1) of the stated exceptions shall be reviewed by the City Attorney. If the City Attorney agrees with the conclusion that the information falls within one of the stated exceptions a request for an Attorney General's Opinion shall be timely filed and the information withheld pending receipt of an Attorney General's Opinion.

~~B. Immediately upon receipt of a request for information contained in a personnel file, the individual involved in addition to the City Attorney, shall be notified. Pursuant to section 552.305 the individual may desire to submit a request to the Attorney General that the information be withheld to protect his or her personal privacy. The City Attorney shall submit a request that the information be withheld upon reaching a conclusion that the individual's personal privacy interests are being invaded. In the event a request for a ruling is filed with the Attorney General's office by the individual involved or the City Attorney or both the City shall withhold the information pending receipt of an Attorney General's Opinion.~~

Unless accompanied by a release, authorization, subpoena or court order, immediately upon the receipt of a request for information contained within a personnel file, the custodian of records shall:

1. Notify the City Attorney
2. In the case of a current employee, notify that current employee.
3. In the case of a former employee, make reasonable attempts to notify that former employee via certified mail at their last known mailing address on file with the Human Resources Department.

Upon reaching a conclusion that the information contained within the personnel file is subject to an exception under Sections 552.101, 552.110, 552.113 or 552.131 of the Public Information Act, the City Attorney shall submit a request to the Attorney General's Office for that information to be withheld. The notice to the employee or former employee shall state that under Section 552.305 of the Public Information Act,

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they have the right to submit a request to the Attorney General's Office that their information be withheld. A copy of this request to the Attorney General's Office must be received by the custodian of records within five business days of receipt of the original notice. If a copy of the request is not received within five business days of receipt of the original notice, and the City Attorney has determined that no exceptions exist under the Public Information Act, then the information requested will be immediately subject to release. In the event that a request to withhold the information is filed with the Attorney General's Office by either the City Attorney and/or the employee/former employee and a copy of said request by the employee/former employee is received by the custodian of records within five business days of the original notification, the custodian of records shall withhold that information pending a receipt of an Attorney General's Opinion.

C. If a request for information contained within a personnel file is filed through a subpoena or court order, the custodian of records shall immediately:

1. Notify the City Attorney
2. In the case of a current employee and to the extent allowed by law, notify that current employee.
3. In the case of a former employee and to the extent allowed by law, notify that former employee via certified mail at their last known mailing address on file with the Human Resources Department.

The notice to the employee or former employee shall state that information contained within their personnel file has been the subject of a request for public information. The information requested shall become immediately subject to release.

VI. Reasonable costs for providing of the public information in compliance with the Act shall be established.

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# Council Agenda Background

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## PRESENTER:

David Miller, Deputy City Manager

## ITEM:

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 6Stones Mission Network.

## DISCUSSION:

The City of Bedford has established an Economic Development Incentive Policy and Program that states that on a case-by-case basis, the City can offer economic incentive packages authorized by Chapter 380 of the Texas Local Government Code. One of the incentive tools authorized by Chapter 380, and included in the City of Bedford program, is the ability to offer grants and waive permit fees for property improvements conducted relative to a community powered revitalization program.

6Stones wishes to continue working with the City of Bedford on a HEB-wide Community Powered Revitalization (CPR) program. 6Stones has made a request to increase the contribution for this year's program. These funds will be applied directly toward designated projects in the City of Bedford to help renovate, rehabilitate, or repair residential property. The City of Bedford will issue up to \$35,000 to 6Stones in the following manner:

- \$25,000 will be granted to 6Stones on or before November 1, 2011 to assist in the administrative costs of the program throughout the 2011/2012 fiscal year.
- \$10,000 will be granted to 6Stones, on a project-by-project basis, to assist in the material and labor costs of the program throughout the 2011/2012 fiscal year.

The City of Bedford will also agree to waive permit fees for eligible improvements that fall within the scope of the CPR program.

## RECOMMENDATION:

Staff recommends the following motion:

Approval of 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 6Stones Mission Network.

## FISCAL IMPACT:

Expenditures totaling \$35,000 will be made from the FY 11/12 General Fund.

## ATTACHMENTS:

Resolution  
Economic Development Program Agreement

RESOLUTION NO. 11-

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 6 STONES MISSION NETWORK ("6 STONES").

WHEREAS, the City of Bedford, Texas, pursuant to Chapter 380 of the Texas Local Government Code, as amended, is authorized to participate in economic development incentive agreements that include sales tax rebate agreements; and,

WHEREAS, the City Council of Bedford, Texas desires to promote economic development within the City; and,

WHEREAS, the City Council of Bedford, Texas has adopted an amended Economic Development Incentive Policy and Program on October 19, 2010 (the "380 Program") in accordance with Chapter 380 of the Texas Local Government Code; and,

WHEREAS, 6 Stones intends to make renovations, rehabilitate, or repair certain defined residential properties in the City per the terms and conditions of an Economic Development Program Agreement, same being attached hereto and incorporated herein as Exhibit "A" to this Resolution (the "Agreement"); and,

WHEREAS, the Agreement complies with the 380 Program.

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

SECTION 1. That the findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

SECTION 2. That the City hereby approves the Agreement, and the City Manager is hereby authorized to execute same on behalf of the City.

PASSED AND APPROVED this 27th day of September 2011, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

\_\_\_\_\_  
Jim Story, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

# **ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

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This **ECONOMIC DEVELOPMENT PROGRAM AGREEMENT** (“**Agreement**”) is entered into by and between the **CITY OF BEDFORD, TEXAS** (the “**City**”), a home rule municipal corporation organized under the laws of the State of Texas, and 6Stones Mission Network, a non-profit corporation existing and operating pursuant to the laws of the State of Texas (the “**Grantee**”). The City and Grantee are collectively referred to as the “Parties”.

## **RECITALS**

The City and Grantee hereby agree that the following statements are true and correct and constitute the basis upon which the City and Grantee have entered into this Agreement:

**A.** Grantee hereby agrees to renovate, rehabilitate, or repair certain defined residential properties in the City pursuant to the terms of this Agreement and the City’s Community Powered Revitalization Program (“CPRP”). The City shall grant the Grantee the funds described herein in accordance with the terms and conditions of this Agreement, the CPRP, and the 380 Program (defined below). Program Grants (defined below) will be directed towards one or more projects in the City, as may be approved from time to time. The Eligible Improvements will provide a valuable catalyst for development in the City and increased tax revenues and property value stabilization to the City. Eligible improvements will be defined in the program proposal hereto attached as Exhibit “B” (the “**Eligible Improvements**”).

**B.** In order to maximize the economic benefits that the Eligible Improvements can bring to the City, the City and Grantee desire to enter into this Agreement.

**C.** In accordance with Resolution No. 10-124, adopted by the City Council on October 19, 2010, attached hereto as Exhibit “A” and hereby made a part of this Agreement for all purposes, the City has established an economic development incentive policy and program pursuant to which the City will, on a case-by-case basis, offer economic incentive packages authorized by Chapter 380 of the Texas Local Government Code, Article III, Section 52-a of the Texas Constitution, and other applicable laws, that include monetary reimbursements and grants of public money in the amount of thirty five thousand dollars (\$35,000.00), and the waiver of applicable City permit fees, for Eligible Improvements that will promote state or local economic development and stimulate business and commercial activity in the City (the “**380 Program**”). The CPRP has been approved as a component of the 380 Program.

**D.** The City Council has determined that by entering into this Agreement, the potential economic benefits and property value stabilization that will accrue to the City under the terms and conditions of this Agreement are consistent with the City’s economic development objectives, the CPRP, and the 380 Program and will further the goals for positive growth and property value stabilization in the City. In addition, the City Council has determined that the 380 Program is an appropriate means to achieve the completion of the Projects (defined below), which the City Council has determined are necessary and desirable, and that the potential economic benefits that will accrue to the City pursuant the terms and conditions of this Agreement are consistent with the City’s economic development objectives as outlined in the 380 Program. This Agreement is authorized by Chapter 380 of the Texas Local Government Code and the 380 Program.

**NOW, THEREFORE,** in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **AGREEMENT**

### **1. INCORPORATION OF RECITALS.**

The City Council has found at a duly-called and legally-noticed public meeting through the adoption of City Resolution No. 10-124, attached hereto as Exhibit “A” and hereby made a part of this Agreement for all purposes, and the City and Grantee hereby agree, that the recitals set forth above are incorporated herein and true and correct and form the basis upon which the Parties have entered into this Agreement.

### **2. DEFINITIONS.**

In addition to terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

**380 Program** has the meaning ascribed to it in Recital C.

**Affiliate** means all entities, incorporated or otherwise, under common control with, controlled by or controlling Grantee. For purposes of this definition, “control” means fifty percent (50%) or more of the ownership determined by either value or vote.

**Certificate of Completion** has the meaning ascribed to it in Section 5.1.

**Completion Date** means the date as of which all Projects have been completed as required by the City.

**Completion Deadline** means within one (1) year of grant application approval.

**Construction Costs** means construction costs directly expended by Grantee for the Eligible Improvements.

**Director** means the director of the City's Community and Economic Development Department, or designee.

**Effective Date** has the meaning ascribed to it in Section 3.

**Eligible Improvements** has the meaning ascribed to it in Recital A and Exhibit "B".

**Program Grants** means the economic development grants paid by the City to Grantee in accordance with this Agreement and as part of the 380 Program, and the waiver of applicable City permit fees.

**Program Source Funds** means an amount of City funds available for inclusion in a Program Grant that is payable in a given Program Year, which shall equal to thirty five thousand dollars (\$35,000.00) of Grant funds from the City to Grantee to be distributed as defined herein during the Twelve-Month Period ending in the same Program Year in which the Program Grant for that Program Year is payable. In addition, the City shall waive applicable City permit fees for all Eligible Improvements for Projects.

**Program Year** means the City's fiscal year 2011-2012 in which the City is obligated pursuant to this Agreement to reimburse Grantee a Program Grant for Eligible Improvements.

**Project** means every and each residential renovation, rehabilitation or repair project applied for and approved throughout the Program Year that meets the criteria of the CPRP, and the 380 Program.

**Term** has the meaning ascribed to it in Section 3.

**Twelve-Month Period** means the period by which the construction of the Eligible Improvements must be completed.

### 3. **TERM.**

This Agreement shall be effective as of the date of execution by the Parties (the "**Effective Date**") and, unless terminated earlier in accordance with this Agreement, shall expire on the date as of which the City has paid all Program Grants required (the "**Term**").

**4. OBLIGATIONS OF GRANTEE.**

**4.1. Completion Deadline**

In accordance with the terms and conditions of this Agreement, by September 30, 2012, the Completion Date, Grantee shall have completed each Project and have made the Eligible Improvements starting ninety (90) days after grant application and after all appropriate construction permits have been obtained for a specific Project. The Completion Date for the Eligible Improvements for all Projects must occur on or before the Completion Deadline. It is agreed that Grantee can apply for multiple eligible Projects throughout the Program Year so long as all eligible Projects are completed by the Completion Deadline. All guidelines for application must be made to be eligible for the Program Grant. Grants will be reviewed and considered by the City on a first-come-first-served basis. Submission of an application does not guarantee approval.

**5. CITY OBLIGATIONS.**

**5.1. Issuance of Program Grant**

Upon execution of this Agreement, the City will make Program Grant payments as follows: (i) twenty five thousand dollars (\$25,000.00) to Grantee on or before November 1, 2010; and (ii) not to exceed ten thousand dollars (\$10,000.00) to Grantee based on written application by Grantee to the City providing sufficient description and detail of a Project. Grantee shall use no more than ten thousand dollars (\$10,000.00) to pay for contractors or construction managers or consultants. Upon completion of each Project, Grantee shall submit written documentation, along with receipts and invoices, to the City (the "Certificate of Completion").

**5.2. Source of Funds.**

Construction of Eligible Improvements for all Projects must be completed by the Completion Deadline. It is understood and agreed that all Program Grants paid pursuant to this Agreement shall come from currently available general revenues of the City and not directly from Sales Tax Revenues. Grantee understands and agrees that any revenues of the City other than those dedicated for payment of a given annual Program Grant pursuant to this Agreement may be used by the City for any lawful purpose that the City deems necessary in the carrying out of its business as a home rule municipality and will not serve as the basis for calculating the amount of any future Program Grant or other obligation to Grantee.

**6. DEFAULT, TERMINATION AND FAILURE BY GRANTEE TO MEET VARIOUS DEADLINES AND COMMITMENTS.**

**6.1. Failure to Complete Eligible Improvements.**

If Grantee fails to make the Eligible Improvements for each Project by the Completion Date due to the acts or omissions of the Grantee, or if the Completion Date does not occur by the Completion Deadline due to the acts or omissions of the Grantee, the City shall have the right to terminate this Agreement by providing written notice to Grantee without further obligation to Grantee hereunder.

**6.2. Violations of City Code, State or Federal Law.**

An event of default shall occur under this Agreement if any written citation is issued to Grantee or an Affiliate due to the occurrence of a violation of a material provision of the City Code relating to the Eligible Improvements for the Project (including, without limitation, any violation of the City's Building or Fire Codes and any other City Code violations related to the environmental condition arising out of the Eligible Improvements of a Project; the environmental condition that is attributable to a Project; or to matters concerning the public health, safety or welfare) and such citation is not paid or the recipient of such citation does not properly follow the legal procedures for protest and/or contest of any such citation. An event of default shall occur under this Agreement if the City is notified by a governmental agency or unit with appropriate jurisdiction that Grantee or an Affiliate, or any successor in interest thereto, any third party with access to the Project pursuant to the express or implied permission of Grantee or an Affiliate, or any a successor in interest thereto, or the City (on account of the Eligible Improvements or the act or omission of any party other than the City on or after the effective date of this Agreement) is in violation of any material state or federal law, rule or regulation relating to the Eligible Improvements for the Project (including, without limitation, any violations related to the environmental condition of a Project). Upon the occurrence of such default, the City shall notify Grantee in writing and Grantee shall have (i) thirty (30) calendar days to cure such default or (ii) if Grantee has diligently pursued cure of the default but such default is not reasonably curable within thirty (30) calendar days, then such amount of time that the City reasonably agrees is necessary to cure such default. If the default has not been fully cured by such time, the City shall have the right to terminate this Agreement immediately by providing written notice to Grantee and shall have all other rights and remedies that may be available to under the law or in equity.

**6.3. Knowing Employment of Undocumented Workers.**

Grantee acknowledges that effective September 1, 2007, the City is required to comply with Chapter 2264 of the Texas Government Code, enacted by House

Bill 1196 (80th Texas Legislature), which relates to restrictions on the use of certain public subsidies. Grantee *hereby certifies that Grantee, and any branches, divisions, or departments of Grantee, does not and will not knowingly employ (as such term is defined by 8 U.S.C. Section 1324a(f)) an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code. In the event that Grantee, or any branch, division, or department of Grantee, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens):*

- *if such conviction occurs during the Term of this Agreement, this Agreement shall terminate contemporaneously upon such conviction (subject to any appellate rights that may lawfully be available to and exercised by Grantee) and Grantee shall repay, within one hundred twenty (120) calendar days following receipt of written demand from the City, the aggregate amount of the Program Grants received by Grantee hereunder, if any, plus Simple Interest at a rate of four percent (4%) per annum; or*
- *if such conviction occurs after expiration or termination of this Agreement, subject to any appellate rights that may lawfully be available to and exercised by Grantee, Grantee shall repay, within one hundred twenty (120) calendar days following receipt of written demand from the City, the aggregate amount of the Program Grants received by Grantee hereunder, if any, plus Simple Interest at a rate of four percent (4%) per annum.*

For the purposes of Section 6.4, “**Simple Interest**” is defined as a rate of interest applied to the aggregate amount of the Program Grants. This Section 6.4 does not apply to convictions of any subsidiary or affiliate entity of Grantee, by any franchisees of Grantee, or by a person or entity with whom Grantee contracts. Notwithstanding anything to the contrary herein, this Section 6.4 shall survive the expiration or termination of this Agreement.

#### **6.4. General Breach.**

Unless stated elsewhere in this Agreement, Grantee shall be in default under this Agreement if Grantee breaches any term or condition of this Agreement. In the event that such breach remains uncured after thirty (30) calendar days following receipt of written notice from the City referencing this Agreement and specifying the alleged breach or default (or, if Grantee has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than thirty (30) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure, as determined by both parties mutually and in good faith), the City shall have the

right to terminate this Agreement immediately by providing written notice to Grantee.

**7. NO INDEPENDENT CONTRACTOR OR AGENCY RELATIONSHIP.**

It is expressly understood and agreed that Grantee shall not operate as an independent contractor or as an agent, representative or employee of the City. Grantee shall exercise reasonable care in managing all volunteers, suppliers, contractors, subcontractors and materials relative to the Eligible Improvements for the Project. . Grantee acknowledges that the doctrine of *respondeat superior* will not apply as between the City and Grantee, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. Grantee further agrees that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the City and Grantee.

**8. NOTICES.**

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

**City:**

City of Bedford

Attn: City Manager  
2000 Forest Ridge Drive  
Bedford, Texas 76021

**Grantee:**

6Stones Mission Network, a Texas non-profit corporation

Attn: Executive Director  
Address:

\_\_\_\_\_  
\_\_\_\_\_

**With Copies to (which shall not constitute notice):**

Boyle & Lowry, L.L.P.  
Attn: L. Stanton Lowry

Adams. Lynch & Loftin, P.C.  
Attn: Neal W. Adams

4201 Wingren Dr., Suite 108  
Irving, Texas 75062

3950 Highway 360  
Grapevine, Texas 76051

**9. ASSIGNMENT AND SUCCESSORS.**

Grantee may at any time assign, transfer or otherwise convey any of its rights or obligations under this Agreement to an Affiliate without the approval of the City so long as Grantee, the Affiliate and the City first execute an agreement under which the Affiliate agrees to assume and be bound by all covenants and obligations of Grantee under this Agreement. Grantee may also assign its rights and obligations under this agreement to a financial institution or other lender for purposes of granting a security interest in the Eligible Improvements and/or Land, provided that such financial institution or other lender first executes a written agreement with the City governing the rights and obligations of the City, Grantee and the financial institution or other lender with respect to such security interest. Otherwise, Grantee may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the City Council, which consent shall not be unreasonably withheld, conditioned on (i) the prior approval of the assignee or successor and a finding by the City Council that the proposed assignee or successor is financially capable of meeting the terms and conditions of this Agreement and (ii) prior execution by the proposed assignee or successor of a written agreement with the City under which the proposed assignee or successor agrees to assume and be bound by all covenants and obligations of Grantee under this Agreement. Any attempted assignment without the City Council's prior consent shall constitute a breach and be grounds for termination of this Agreement and following receipt of written notice from the City to Grantee. Any lawful assignee or successor in interest of Grantee of all rights under this Agreement shall be deemed "Grantee" for all purposes under this Agreement.

**10. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.**

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations relating to the Eligible Improvements for the Project, including, but not limited to, all provisions of the City's Charter, codes, and ordinances, as amended relating to the Eligible Improvements for the Project.

**11. GOVERNMENTAL POWERS.**

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities that are outside of the terms, obligations, and conditions of this Agreement.

**12. NO WAIVER.**

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

**13. VENUE AND JURISDICTION.**

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

**14. NO THIRD PARTY RIGHTS.**

The provisions and conditions of this Agreement are solely for the benefit of the City and Grantee, and any lawful assign or successor of Grantee, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

**15. FORCE MAJEURE.**

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, or other circumstances which are reasonably beyond the control or knowledge of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the

period such party was delayed. Notwithstanding anything to the contrary herein, it is specifically understood and agreed that Grantee failure to obtain adequate financing to complete the Eligible Improvements by the Completion Deadline shall not be deemed to be an event of force majeure and that this Section 16 shall not operate to extend the Completion Deadline in such an event.

**16. INTERPRETATION.**

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

**17. SEVERABILITY CLAUSE.**

It is hereby declared to be the intention of the Parties that sections, paragraphs, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared unconstitutional or illegal by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Agreement since the same would have been executed by the Parties without the incorporation in this Agreement of any such unconstitutional phrase, clause, sentence, paragraph or section. It is the intent of the Parties to provide the economic incentives contained in this Agreement by all lawful means.

**18. CAPTIONS.**

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**19. ENTIRETY OF AGREEMENT.**

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Grantee, and any lawful assign and successor of Grantee, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the City Council of the City in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

**20. COUNTERPARTS.**

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

**EXECUTED** as of the last date indicated below:

**CITY OF BEDFORD:**

**GRANTEE:**

By: \_\_\_\_\_  
Beverly Griffith

City Manager

By: \_\_\_\_\_  
\_\_\_\_\_, 6Stones Mission  
Network, a Texas non-profit  
corporation

\_\_\_\_\_

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

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

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
L. Stanton Lowry  
City Attorney

**EXHIBITS**

**“A” –**

**“B” –**

**ITEMS 17, 18, 19 AND 20 ARE TO BE DISCUSSED BY COUNCIL IN EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.072. THE MATERIALS FOR THESE ITEMS WILL BECOME PUBLIC INFORMATION UPON COUNCIL APPROVAL. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 817.952.2104 IF YOU HAVE ANY QUESTIONS.**



# Council Agenda Background

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## ITEM:

### Council member reports:

- ✓ Councilman Griffin – Information about the public meeting in Colleyville last week regarding the improvements to the Cheek-Sparger and Jackson Road (Central Drive) intersection.

## DISCUSSION:

N/A

## RECOMMENDATION:

N/A

## FISCAL IMPACT:

N/A

## ATTACHMENTS:

Letter of Request

**From:** [Griffin, Jim](#)  
**To:** [Wells, Michael](#)  
**Cc:** [Kubala, John](#); [Miller, David](#)  
**Subject:** Colleyville Roundabout  
**Date:** Tuesday, September 20, 2011 10:04:07 PM

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Michael,

Can you please add an agenda item for next council meeting so I can share information about the public meeting John Kubala and I attended in Colleyville last week regarding the improvements to the Cheek-Sparger & Jackson Road (Central Drive) intersection?

Regards,  
Jim Griffin  
Bedford City Council Place 3