

AGENDA

**Regular Meeting of the Bedford City Council
Tuesday, January 14, 2014
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021**

Council Chamber Regular Session 6:30 p.m.

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

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation regarding 533 Bedford Road.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Pastor Robert White, Cornerstone North 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.)

DISCUSSION AND CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Proclamation declaring January 2014 as National Blood Donor Month in the City of Bedford.
2. Announcement of Holiday Decorating Contest Winners.

APPROVAL OF THE MINUTES

3. Consider approval of the following City Council minutes:
 - a) December 17, 2013 regular meeting

PERSONS TO BE HEARD

4. The following individuals have requested to speak to the Council tonight under Persons to be Heard.
 - a) Sherry Bidardel, 3001 Chaucer Lane, Bedford, Texas – Requested to speak to Council regarding water billing procedures.

NEW BUSINESS

5. Public hearing and consider an ordinance to amend the City of Bedford Zoning Ordinance, Ordinance No. 2275, Section 4.18 "MHC" Master Highway Corridor Overlay District, specific to Section 4.18.E(10) RESTRICTED USES; removing Used Car and Truck Sales from the list of restricted uses; providing Exhibit "A" being the text amendment to the Zoning Ordinance; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty; and declaring an effective date. (A-036)
6. Consider a resolution authorizing the City Manager to enter into an agreement with Tarrant County and to recommend to the County to accept the bid and award a contract to Excel 4 Construction, LLC, in the amount of \$139,889, for the City of Bedford 39th Year Community Development Block Grant (CDBG) Savannah Way Water Line Improvements Project.
7. Consider a resolution authorizing the City Manager to enter into a contract with Four B Paving for the 2013 Crack Sealing at Various Locations, in the amount of \$67,030.
8. Consider a resolution authorizing the City Manager to purchase a $\frac{3}{4}$ ton diesel crew cab truck in the amount of \$30,765.95 through Silsbee Ford utilizing the BuyBoard Cooperative Purchasing Contract.
9. Consider a resolution authorizing the City Manager to purchase a $\frac{3}{4}$ ton diesel extended cab truck in the amount of \$35,165.95 through Silsbee Ford utilizing the BuyBoard Cooperative Purchasing Contract.
10. Consider a resolution authorizing the City Manager abandon all rights, titles and interest to the Public 15' Water Easement situated in Lot 12 and Lot 21, Block 6 of the Bedford Heights Addition as recorded in Cabinet A, Hanger 4837, P.R.T.C.T. an Addition to the City of Bedford, Tarrant County, Texas.
11. Consider a resolution authorizing the City Manager to enter into a professional services contract with Gary Burton Engineering, Inc., (GBEI) in the amount of \$108,200 to prepare a 5-year Capital Improvement Program for 2013-2018 and for sanitary sewer line improvements.
12. Consider a resolution authorizing the City Manager to enter into an agreement between the City of Bedford, Texas and Motorola Solutions, Inc., in the amount of \$51,557.40, for trunk radio system manager for the remaining nine months of the fiscal year. The grand total of \$51,557.40 will be divided equally, with one-sixth, or \$8,592.90, being paid by each member city under the proposed contract. Member cities include Bedford, Colleyville, Euless, Grapevine, Keller and Southlake.
13. Consider a resolution authorizing the City Manager to purchase an upgrade to the Live Scan fingerprinting system through Mentalix, in the amount of \$19,900, for the Detention Facility.
14. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Shelter Advisory Board - Councilmember Boyter
 - ✓ Beautification Commission - Councilmember Turner
 - ✓ Community Affairs Commission - Councilmember Boyter
 - ✓ Cultural Commission - Councilmember Nolan
 - ✓ Library Board - Councilmember Davisson
 - ✓ Parks & Recreation Board - Councilmember Davisson
 - ✓ Senior Citizen Advisory Board - Councilmember Turner
 - ✓ Teen Court Advisory Board - Councilmember Champney
15. Council member reports
16. City Manager/Staff Reports

17. 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, January 10, 2014 at 5:00 p.m.**, and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

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



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 01/14/14

Council Recognition

ITEM:

Proclamation declaring January 2014 as National Blood Donor Month in the City of Bedford.

City Manager Review: _____

DISCUSSION:

Representatives from the City of Bedford Wellness Committee will be on hand to accept the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, donating blood is a potentially lifesaving gift that millions of Americans can give; and

WHEREAS, there is a need to ensure an adequate blood supply and to stress the importance of giving the "Gift of Life" through the donation of blood; and

WHEREAS, there is a need for additional healthy, regular volunteer donors to join the ranks of those who already give of themselves so generously; and

WHEREAS, one blood donation may help save three lives; and

WHEREAS, every day blood is needed in hospitals and emergency treatment facilities for patients with cancer and other diseases, for organ transplant recipients, and to help save the lives of accident victims; and

WHEREAS, the need for blood is constant, especially during the winter months when blood is in traditionally short supply due to a reduction in donor turnout due to holidays, travel schedules, inclement weather and illness, which can put blood inventory at a critical low; and

WHEREAS, some 38 percent of the public is eligible to donate, yet fewer than 8 percent of these individuals donate blood; and

WHEREAS, there is a need for civic and service organizations and businesses to sponsor blood drives.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim January 2014 as:

National Blood Donor Month

in the City of Bedford and urge all citizens to pay tribute to those among us who donate for others in need. I urge citizens in good health to donate regularly. I also urge all civic and service organizations and businesses, if they have not already done so, to form blood donor groups to provide blood for others.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
14th day of January, 2014.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Mirenda McQuagge-Walden, Managing
Director of Community Services

DATE: 01/14/14

Council Recognition

ITEM:

Announcement of Holiday Decorating Contest Winners.

City Manager Review: _____

DISCUSSION:

The top three places in the Holiday Decorating Contest will be announced as well as the first place Homeowners Association or Neighborhood. There were nine locations and one neighborhood that entered the contest. Overall 232 votes were received. This is more than double the votes cast in last year's contest.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 01/14/14

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) December 17, 2013 regular meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

December 17, 2013 regular meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:00 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 17th day of December, 2013 with the following members present:

Jim Griffin	Mayor
Michael Boyter	Council Members
Chris Brown	
Ray Champney	
Jim Davisson	
Patricia Nolan	
Roy W. Turner	

constituting a quorum.

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Michael Wells	City Secretary
Kelli Agan	Technical Services Manager
Cliff Blackwell	Administrative Services Director
Roger Gibson	Police Chief
Wendy Hartnett	Special Events Manager
Les Hawkins	Deputy Police Chief
Tom Hoover	Public Works Director
Meg Jakubik	Asst. to the City Manager/Strategic Services
Mirenda McQuagge-Walden	Managing Director

WORK SESSION

Mayor Griffin called the Work Session to order at 5:00 p.m.

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

Council discussed placing the following items on consent: 2, 5, 6, 7, 8, 9 and 10.

- **Present a report on the Code Compliance Division.**

Deputy Police Chief Les Hawkins presented a report on the Code Compliance Division. The Division moved under the Police Department in June. He has had the opportunity to evaluate processes and procedures, as well as to make changes to the staffing levels. Previously, the Public Service Officers (PSOs) were primarily responsible for code violations for vehicles, and it was thought to be more efficient to combine those functions. Therefore, a PSO was reclassified to a Code Compliance Officer, which increased the staff level from three to four. One additional FTE was added during the last budget cycle and it was felt that an administrative position would be more beneficial to the Division. The Code Compliance Technician performs 90 to 95 percent of the administrative and data entry duties, which gives Code Officers more time in the field. That position is also responsible for walk-ins and answering phones. A radio checkout procedure has been put in place for safety reasons and to help track activity levels. The supervisor has been reclassified to a Police Corporal position, and Corporal Brett Bowen has recently been named to that supervisor position. He also serves as a liaison between the Code Officers and the Police Department. Procedural changes include moving officers around to different

areas and notification letters being sent to repeat offenders. He discussed the Neighborhood Revitalization Program, which was implemented five years ago, and is a joint effort of the PSOs, Animal Control, and Code Compliance. Weekly, a neighborhood is chosen and staff walks the neighborhood in the morning to address ordinance related issues. Statistics show that Code Compliance is up 400 issues over the previous year. Numbers are down for the month of November as they are down to two field officers. The technician position is logging the officer's calls, which allows for the tracking of follow-up calls. There were 731 additional calls for the months of October and November for follow-ups. He then displayed before and after pictures of certain properties and stated that two of the locations were recently revisited and given citations.

In answer to questions from Council regarding residents putting out trash in the afternoon, Deputy Chief Hawking stated that it is a challenge with people moving in and out; that he hopes to give more attention to that issue when they get more fully staffed; and information could be sent out via code compliance tips in the water bill, a quarterly news letter, and the website. In answer to further questions from Council, he stated that they are getting two to three requests daily from the Better In Bedford app; that work day schedules have been extended in that one officer will work from Monday to Friday until 7:00 p.m. in the summer; that the City is currently divided into three districts, which are plotted with the same number of residents and businesses in each district; that when they are fully staffed, the City will be divided into four districts; that they are being more aggressive in their approach in enforcing high grass and weeds; that the Neighborhood Revitalization Program helps to account for the increase in their statistics; and that they are making continuing efforts to follow-up with complainants. There was discussion on Council receiving more frequent updates.

- **Presentation and discussion regarding the aquatics assessment.**

Managing Director Mirinda McQuagge-Walden presented information regarding the aquatics assessment. She stated that at the October 22 Council meeting, Councilmember Nolan presented information to the Council regarding the City of Roanoke's operation of a Hawaiian Falls park and staff was tasked with researching and analyzing internal operations, comparing to neighboring cities, and cities that operate Hawaiian Falls parks. She thanked Recreation Manager Eric Valdez and Aquatics/Athletics Coordinator Mike Radoyevich for their assistance. The assessment covers the internal operations for Splash and the Roy Savage Pool, which was then compared to the cities of Eules, Grapevine and Hurst, all of which have multiple, seasonal pools. Further, the data would be compared to cities that operate Hawaiian Falls parks. She stated that Splash opened in 2003, while the Roy Savage Pool closed in 2005 and was reopened in 2008. The data presented does include costs and revenues for both facilities, with the exception of utility expenses for Roy Savage Pool since it is not a separate meter from Central Park. Since 2009, the attendance has averaged about 40,000 people a year. The City has an average cost recovery percentage in the high 70s, with a 81 percent cost recovery in 2013. In 2001, the cost recovery was at 51 percent, with \$85,000 in expenses and \$44,000 in revenue. In 2013, the cost recovery was 81 percent, compared to 60 percent in Eules, 37 percent in Hurst, and 60 percent in Grapevine, whose data does not include utilities. She stated that the cities of Bedford and Grapevine are funded entirely out of their general funds, while the Cities of Hurst and Eules are subsidized by a parks sales tax. In comparison with the price of admission and the lifeguard hourly rate, Bedford falls in the middle. A comparison with cities contracted with Hawaiian Falls includes the cities of Garland, Waco, Roanoke, The Colony, and Mansfield. The parks range in size from 7.2 acres in Roanoke to 14 acres in Mansfield. In comparison, Splash has 1.8 acres. Ticket prices have the same price structure at \$19.99 per day or seasonal passes ranging from \$64.99 to \$84.99. In regards to upfront investments, Garland provided the land and a parking lot. Waco had an existing water park. Roanoke put up \$6.4M, land, and an additional \$250,000 investment from their economic development corporation. Roanoke receives 40 percent of the revenue from Hawaiian Falls, which covers the debt. The Colony put up \$846,000, land and another \$250,000 investment. Mansfield put up \$7.9M as well as land. In speaking with the finance director in Roanoke, she stated that they sold debt and the \$239,000 payment they receive from Hawaiian Falls represents 40 percent of their annual debt service payment. She stated that Mansfield has received payments ranging from \$120,000 to \$230,000 each year the park has been in operation.

In answer to questions from Council regarding a decrease in attendance and an increase in cost recovery for 2013, Ms. McQuagge-Walden stated there was a \$30,000 decline in personnel expenses

due to pool schedule, which is set on the School District Calendar, and that they were open 12 weeks as opposed to 13 weeks the previous year; that there is better management of the pool; and that there was a decrease in concession costs. In answer to questions from Council regarding debt, she stated that the debt numbers were not included with the other cities; and that the assessment was for operational costs and not capital items such as the shade structures. There was discussion on the City having a better cost recovery ratio than other cities and Hawaiian Falls being willing to operate a facility on their own terms but wanting a significant investment from the City.

- **Presentation and Council direction on implementation of employee compensation plan.**

City Manager Beverly Griffith stated that this item came from a discussion during the Budget Work Session. At the time, a majority of the Council were not for a cost-of-living adjustment, but wanted to pursue a combination of merit pay and market adjustments. The available funding for the compensation plan is \$486,272. A consultant was hired in 2001 to do a comprehensive look at job descriptions and compared positions by doing a market survey comprised of 10 cities, DFW Airport and two private companies. From that, Council agreed to target the mid-point in the job market. At the time, 57 percent of positions were below the 50th percentile. This year, staff did an internal market analysis using eight cities and the target was the 40th percentile. Currently, 71 percent of positions are below that percentile.

Assistant to the City Manager/Strategic Services Meg Jakubik stated that where they had positions that were benchmarked, they did a direct comparison of salary dollars with the market point. With the assumption that the internal equity was valid within the pay grades, an average was taken of known market points to come up with a useable market average. There is a five percent difference between each pay grade in the starting pay amounts. She presented a 10-year history of pay increases. She stated that the methodology was to take the market analysis along with current salary dollars. On the whole, in the pay grades, most of the positions are between the 30th and 40th percentiles. There were outliers due to long-term employees who have been through multiple merit increases. The question was asked if positions were in the wrong pay grade and if it would be better to put them in a different pay grade, while also maintaining internal equity and not causing compression in positions that lead to natural promotions. They did not look at seasonal employees or public safety employees in a STEP program. She presented a chart showing current pay amounts, positions that had more than one incumbent and the lowest paid employee in each unique job position. There are 39 unique positions that are less than 30 percent of the market point, 74 positions between the 30th and 40th percentiles, and 45 positions about the 40th percentile. They are proposing reclassifications instead of moving employees up in their current grade because, without reclassification, the current issues would be perpetuated with employee turnover. The implementation would be in line with internal promotion policies and personnel would either receive the minimum of their new pay grade or a five percent increase, whichever is greater. Any position that was not identified as a reclassification or not in a STEP program would be eligible for a merit increase. The results of the classification are that the number of employees below the 20th percentile drops from 14 to three, and the number of employees between the 20th and 30th percentiles drops from 60 to 39. The total compensation plan, including reclassification and the base merit pool, is \$435,313. The remaining \$50,000 would be for the increased benefit cost. Ms. Griffith stated that the plan is workable but that it does not fix the problem as it is only the first step, and that this is something that needs to be repeated annually. They hope to accomplish equitable pay between departments and positions, maintain internal equity, do annual market adjustments for under-classified positions, improve their competitive ability, and to do equitable future market and performance based adjustments.

There was discussion on monitoring and tracking various positions; the approximately \$51,000 covering the benefits noting that health and dental insurance are not affected by salary; reclassified positions not receiving a merit increase; not attracting the best candidates if an employee leaves; communicating the plan in a positive way to employees; and working this plan in as a component of next year's budget process. Council was of the consensus to support the plan, have it implemented, and have it as part of the upcoming budget work session.

- **Discussion on final draft of citizen survey instrument.**

Ms. McQuagge-Walden presented information on the final draft of the citizen survey. There is a two page short form that will go to those who would only respond by mail. A longer survey would be for phone and web respondents. She stated that two questions were added from the last version seen by the Council asking about smoking and cell phones. There was discussion on the added questions and Council was of the consensus for no changes to what was presented.

Mayor Griffin adjourned the Work Session at 6:33 p.m.

REGULAR SESSION 6:30 P.M.

The Regular Session began at 6:42 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

INVOCATION (Senior Pastor Nosa Onaiwu, Arise and Shine International Ministries)

Senior Pastor Nosa Onaiwu of Arise and Shine International Ministries gave the invocation.

PLEDGE OF ALLEGIANCE (Boy Scout Troop #387, Bob Ricks, Committee Member)

Boy Scout Troop #387, lead by Bob Ricks and Tim Crist, and Boy Scouts Toni Bommarito, Bobby Bommarito, Nick Consolver, Michael Consolver, Dale Krum, Randy Krum, and Ben Crist, lead the Pledge of Allegiance.

OPEN FORUM

Nobody chose to speak under Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Champney seconded by Councilmember Turner, to approve the following items by consent: 2, 5, 6, 7, 8, 9 and 10.

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

COUNCIL RECOGNITION

1. Employee Service Recognition

The following employee received recognition for dedicated service and commitment to the City of Bedford:

Michael Ross, Fire Department – 25 years of service

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:

- a) November 26, 2013 regular meeting
- b) December 3, 2013 regular meeting

This item was approved by consent.

PERSONS TO BE HEARD

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

a) Gary Morlock, 2910 Wayside Drive, Bedford, Texas – Requested to speak regarding an update on the Community Affairs Commission.

Gary Morlock, 2910 Wayside Drive – Mr. Morlock represents the Community Affairs Commission and was asked to give an update on recent Commission activities and their first activity for 2014. The mission of the Commission is to be the liaison between the Council and the community. They have considered all kinds of outreach meeting formats, including for the whole community, or homeowner associations, residents, businesses, and faith based groups. Their success is based on having a great Council liaison in Councilmember Boyter, who has them thinking outside the box, while staying inside their mission. They are also blessed to have Deputy City Manager David Miller as their staff liaison. Finally, they have a great chairperson in Steve Grubbs. On September 9, the Commission held a “Vision Bedford” meeting, which was a resounding success and filled up both the north and south sides of the Library meeting room. They had the right subject, speaker, marketing and title. They received a lot of marketing support from Marketing Specialist Rebecca Asher. She took on the task of collecting RSVPs, which indicated that they could not fit the number of respondents with round tables. They received 78 feedback surveys from that meeting, which were analyzed by Mr. Grubbs, who realized how many marketing channels were used. One common feedback was to have more meetings with the Mayor. In October, the Commission sponsored a bond election information meeting at the Library, which had 40 to 50 people in attendance. These examples show that the Commission has the ability to run these meetings for the City. On January 21 at 7:00 p.m., they will be holding an HOA Roundtable at the Library, at which an HOA will showcase their website. They will also bring information from the HOAs about what topics they would want at future meetings. The meeting will be announced by emails to the HOAs and posting on the City website. Arrangements with the City will be made at the next Commission meeting.

b) Rev. Melvin Brown, Sr., 2813 Airport Freeway #416, Bedford, Texas 76021 – Requested to speak regarding Nelson Mandela.

Reverend Melvin Brown, Sr., 2813 Airport Freeway #416 – Reverend Brown introduced Ms. Elaine, who made the Million Dollar Club as a reservationist with Delta Airlines. He stated that he represents the faith community, which is passionate about diversity. The name of his presentation is Champions of Hope and acknowledged members of the Council for their leadership. He stated that this year they have gained and lost some champions and spoke about losing the legacy of Nelson Mandela. He expounded on his character and nobility. He presented a history of the Nobel Peace Prize and its recipients, and stated that they represent diversity. He stated that Mr. Mandela gave his life for the cause of freedom for his people in South Africa. Mr. Mandela gave 95 years of loyalty and sacrifice, and few people have had such an impact on history. His life mission was for no apartheid, and he lived his life and spent 27 years in prison for the people of South Africa to have a chance.

c) Spencer George, 300 South Main Street, Euless, Texas – Requested to speak regarding installing a digital billboard in Bedford.

Spencer George, 300 South Main Street, Euless, Texas – Mr. George stated Mark Brewer with Identity Management was also in attendance. He asked Council to consider changing the ordinance to allow for a digital billboard. With the expansion of the North Tarrant Expressway, there would be more lanes, traffic and growth, and that it is a great time to implement a digital billboard to attract businesses and residents. A billboard would add a presence to the City and could include small signage stating “Welcome to Bedford” or “City of Bedford.” It would be great for state and local alerts such as weather, Amber and Silver Alerts, and current events. Incentives to local businesses include real time updates and the ability to make creative changes. He discussed running ads for City events free of charge. The best location for the billboard would be along the highway and the Central Drive intersection. In summary, he stated that the benefits of a billboard include high visibility, real time updates, value for the City, and value for local businesses, including giving them an extra channel and cost effective advertisements. He stated that he is qualified for this project and that he is a local businessman and not a big corporation. He lives in Euless, has been in the area his whole life, and went to the University of Texas at Austin with a degree in finance and marketing.

In answer to questions from Council, Mr. George stated that the billboard would be 14 feet by 48 feet; that the standard height is 40 feet above the ground and depends on how the highway is set up; that he would own the billboard and sell advertising; that ads for City events would be a free service; that he would have to buy a piece of land or pay a landlord rent; that he did speak to the owner of the former Luby's property at Forest Ridge Drive and the highway; and that the billboard would be two-sided, with one side being digital and the other being static. Council discussed following up on this item at their upcoming strategic planning session.

NEW BUSINESS

- 4. Consider a resolution authorizing the City Manager to request from the Director of the Texas Commission on Environmental Quality (TCEQ) an extension of the SSO Initiative for five years until December 31, 2018.**

Public Works Director Tom Hoover presented information regarding this resolution. This item is for an extension of a program with the State. The City entered into an agreement with the State in 2007, which requires the City to reduce the amount of sewer outflows, and commits the City to how much money they would spend and where it would be spent. Once the agreement was entered into and studies completed, it was found that most outflows occur along the creeks. He stated that most of the efforts of the City are to correct this issue and that they spend about \$1M a year. They have also done work in neighborhoods, mainly associated with the CDBG as well as root treatments. He stated that it is better to line existing sewer mains or doing pipe bursting. Flows to the Trinity River Authority have been greatly reduced, and that they are seeing reductions of 150,000 gallons a day in the dry months and up to 500,000 gallons a day. They are also showing a decrease in spills from grease blockages. They are cleaning 20 percent of the system and inspecting 20 percent of manholes each year. He stated that the agreement with the State said the City would do a certain amount of treatment and rehabilitation in the neighborhoods, but the City has not done that. Staff is recommending extending the program another five years and continuing with cleaning, education, repair, and rehabilitation of deteriorated system improvements.

Motioned by Councilmember Davisson, seconded by Councilmember Brown, to approve a resolution authorizing the City Manager to request from the Director of the Texas Commission on Environmental Quality (TCEQ) an extension of the SSO Initiative for five years until December 31, 2018.

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

- 5. Consider a resolution authorizing the City Manager to purchase sound equipment for the Council Chambers from Rushworks in the amount of \$23,568.**

This item was approved by consent.

- 6. Consider a resolution authorizing the City Manager to enter into a one-year lease agreement with Cathedral of Hope Mid-Cities Church to provide meeting space for church services at the Old Bedford School.**

This item was approved by consent.

- 7. Consider a resolution authorizing the City Manager to renew a lease agreement with ONSTAGE relative to the Trinity Arts Theater located within the Bedford Boys Ranch Park.**

This item was approved by consent.

- 8. Consider a resolution authorizing the City Manager to enter into a lease agreement with Arts Council Northeast relative to the Trinity Arts Building located within the Bedford Boys Ranch Park.**

This item was approved by consent.

9. Consider a resolution authorizing the City Manager to enter into the third year of a three-year contract with B&B Wrecker Services, Inc. to provide towing for City initiated tows.

This item was approved by consent.

10. Consider a resolution authorizing the City Manager to enter into a one year contract with Integrated Forensic Laboratories for controlled substance and blood alcohol testing.

This item was approved by consent.

11. Consider a resolution appointing members to Bedford's Citizen Boards and Commissions.

City Secretary Michael Wells read the names of the newly appointed and reappointed Board and Commission members.

Motioned by Councilmember Nolan, seconded by Councilmember Champney, to approve a resolution appointing members to Bedford's Citizen Boards and Commissions.

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

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

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

Councilmember Boyter reported that the Shelter is running a promotion to make it more economically convenient to adopt animals.

✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner reported that the Commission took the month off from meeting but is continuing to work in the field. He stated that Chairperson Faye Murphy had an accident and broke her leg.

✓ **Community Affairs Commission - Councilmember Boyter**

Councilmember Boyter thanked Chairperson Steve Grubbs and that the Commission is looking forward to the new year.

✓ **Cultural Commission - Councilmember Nolan**

Councilmember Nolan reported that the Commission met the previous night and is in the final stages of putting together their strategic plan. They are also planning an event for next year.

✓ **Library Board - Councilmember Davisson**

Councilmember Davisson reported that the Board took the month off.

✓ **Parks & Recreation Board - Councilmember Davisson**

No report was given.

✓ **Senior Citizen Advisory Board - Councilmember Turner**

Councilmember Turner reported that the Board met earlier in the month and conducted routine business.

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

Councilmember Champney reported that the last Board meeting was cancelled due to the weather and their next meeting will be in January.

13. Council member reports

Councilmember Davisson reported that the Library Friends are selling ornaments at the circulation desk for \$10.00.

Councilmember Nolan reported that the Library Foundation is in the middle of planning their February 8 Mardi Gras event.

14. City Manager/Staff Reports

Ms. Griffith stated that for the holidays, the trash schedule will be adjusted, with Thursday pickups shifting to Friday, and Friday pickups shifting to Saturday. Christmas tree recycling will be at Meadowpark from December 26 through January 10. The voting for the favorite holiday decorations ends December 27 and people can see the list of the locations on the City's website. City offices will be closed starting noon on December 23 through December 24 and 25.

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

No Executive Session was held.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 7:48 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: See below

DATE: 01/14/14

Persons to be Heard

ITEM:

a) Sherry Bidardel, 3001 Chaucer Lane, Bedford, Texas – Requested to speak to Council regarding water billing procedures.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letter of Request

12-26-13

I would like to speak to
Council regarding the water
bill procedures on January 14, 2014.

Sherry Bidardel
3001 Chaucer Lane
Bedford, TX 76021

Sk. Bidardel



Council Agenda Background

PRESENTER: William Syblon, Development Director
Jacquelyn Reyff, Planning Manager

DATE: 01/14/14

Council Mission Area: Foster economic growth - Improve vacant or underutilized commercial properties.

ITEM:

Public hearing and consider an ordinance to amend the City of Bedford Zoning Ordinance, Ordinance No. 2275, Section 4.18 "MHC" Master Highway Corridor Overlay District, specific to Section 4.18.E(10) RESTRICTED USES; removing Used Car and Truck Sales from the list of restricted uses; providing Exhibit "A" being the text amendment to the Zoning Ordinance; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty; and declaring an effective date. (A-036)

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On April 23, 2013, the City Council approved extending the Highway Corridor Overlay District to become the Master Highway Corridor Overlay District, which encompasses all commercial property within 200' of State Highways 121, 183, and the property within the Cheek Sparger Overlay District. This amendment excluded all residential property located within the overlay district.

A potential business owner for the former Park Place Motors property, located at 3737 Airport Freeway, has an interest in establishing a used car dealership at this location. In order for the property to have a principal use to allow for used automobile sales, the Zoning Ordinance would need to be amended. Currently, used car and truck sales are a restricted use, and are allowed for only up to twenty percent (20%) of the total combined area within the dealership.

Per Section 4.18.E(10) RESTRICTED USES:

- (10) Used Car and Truck Sales except that Used Car and Truck Sales shall be permitted as an accessory use to a New Car Dealership under the condition that the land area dedicated to used car sales shall not exceed twenty (20%) percent of the total combined area within the dealership dedicated to new and used car sales.***

If Section 4.18.E were removed, there would still be the ability for the City Council to control how this type of development could look and operate, with the ability to place stipulations on a case-by-case basis through the use of the Specific Use Permit process as already required by the Zoning Ordinance. This is due to the fact that all automotive based land uses are required to be considered through the Specific Use Permit process, which can be more stringent than even the requirements for Site Plan approval.

If more than twenty percent (20%) of the overall site were to be changed, the property would then have to come into conformance with all of the Master Highway Corridor (MHC) design standards. At this time, all that is being requested is the change to the language of the MHC. The applicant would have to apply for a Specific Use Permit as a separate process, if the Zoning Ordinance is amended.

Staff will provide Council with a current update regarding Case A-036 during the City Council meeting.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to amend the City of Bedford Zoning Ordinance, Ordinance No. 2275, Section 4.18 "MHC" Master Highway Corridor Overlay District, specific to Section 4.18.E(10) RESTRICTED USES; removing Used Car and Truck Sales from the list of restricted uses; providing Exhibit "A" being the text amendment to the Zoning Ordinance; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty; and declaring an effective date. (A-036)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
Exhibit "A"
PowerPoint Presentation
Applicant's Request - Letter of Support
Public Hearing Notice

ORDINANCE NO. 14-

AN ORDINANCE TO AMEND THE CITY OF BEDFORD ZONING ORDINANCE, ORDINANCE NO. 2275, SECTION 4.18 "MHC" MASTER HIGHWAY CORRIDOR OVERLAY DISTRICT, SPECIFIC TO SECTION 4.18.E(10) RESTRICTED USES; REMOVING USED CAR AND TRUCK SALES FROM THE LIST OF RESTRICTED USES; PROVIDING EXHIBIT "A" BEING THE TEXT AMENDMENT TO THE ZONING ORDINANCE; DECLARING THAT THIS ORDINANCE BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND DECLARING AN EFFECTIVE DATE. (A-036)

WHEREAS, the City is authorized by Section 211.005. "Districts" of the Texas Local Government Code to zone property into districts in accordance with a Comprehensive Plan; and,

WHEREAS, the City Council of Bedford, Texas deems it necessary in order to lessen the congestion on streets, to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent overcrowding of land; and avoid undue concentration of population; to facilitate the adequate provisions of transportation, water, sewers, schools, parks and other public requirements; to conserve the value of property and encourage the most appropriate use of land throughout the City, that the hereinafter contained provisions of this ordinance should be passed, promulgated and enforced; and,

WHEREAS, the Planning and Zoning Commission and the City Council of Bedford, Texas, have advertised notice of public hearings to receive comments on the proposed Zoning Ordinance amendments; and,

WHEREAS, the Planning and Zoning Commission and the City Council of Bedford, Texas have after thoughtful deliberation voted to approve this Zoning Ordinance amendment.

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

- SECTION 1. That the recitals above are found to be true and correct, and are incorporated herein.
- SECTION 2. That *Section 4.18.E(10)* shall be removed as shown in Exhibit "A".
- SECTION 3. That approval of this ordinance is subject to no stipulations.
- SECTION 4. That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.
- SECTION 5. That if any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.
- SECTION 6. That this Ordinance shall take effect from and after its date of passage in accordance with law, and it is so ordained.

SECTION 7. That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.

PASSED AND APPROVED this 14th day of January 2014, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Exhibit A

4.18.E RESTRICTED USES:

In the "MHC" Master Highway Corridor Overlay District the following uses shall be restricted as noted below:

- (1) Restrict Outdoor Sales or Storage to a maximum outside display area of twenty-five (25%) of the building area; except that New Automobile Dealerships shall be permitted to display automobiles outside without restrictions.
- (2) Apartment(s) as Secondary Use only with self-service Storage Facilities (mini-warehouses)
- (3) Automotive Repair Shops and Garages, shall be restricted such that repair activities shall be conducted indoors and automobiles awaiting repair shall be screened from view of adjacent properties and from any public right-of-way by the use of living plant materials or masonry walls consistent with building and site character.
- (4) Boats and Marine Craft Sales and Service, with a maximum outside display area of twenty-five (25%) of the building area and all boats and marine craft awaiting repair shall be screened from view of adjacent properties and from any public right-of-way by the use of living plant materials or masonry walls consistent with building and site character.
- (5) Mobile Home, Campers, and Recreation Vehicle Sales and Service, with a maximum outside display area of twenty-five (25%) of the building area and all mobile homes, campers, and recreation vehicles awaiting repair shall be screened from view of adjacent properties and from any public right-of-way by the use of living plant materials or masonry walls consistent with building and site character.
- (6) Convenience stores with drive-through windows must locate the drive-through window and all stacking of the drive-through window to the rear or side of the building and not between the building and the State Highway 121 and 183 frontage road. A roof canopy extension is required to cover the drive-through window pick-up area. Said canopy must be architecturally compatible with the design of the restaurant building.
- (7) Drive-in or drive-through restaurants must locate the drive-through window and all stacking of the drive-through window to the rear or side of the building and not between the building and the Airport Freeway frontage road. A roof canopy extension is required to cover the drive-through window pick-up area. Said canopy must be architecturally compatible with the design of the restaurant building.
- (8) Motorcycle and Motor Scooter Sales and Service, with a maximum outside display area of twenty-five (25%) of the building area and all motorcycles and motor scooters awaiting repair shall be screened from view of adjacent properties and from any public right-of-way by the use of living plant materials or masonry walls consistent with building and site character.
- (9) Self-service Storage Facilities (mini-warehouses), with no outside vehicle or boat storage within view from the public right-of-way.
- (10) ~~Used Car and Truck Sales except that Used Car and Truck Sales shall be permitted as an accessory use to a New Car Dealership under the condition that the land area dedicated to used car sales shall not exceed twenty (20%) percent of the total combined area within the dealership dedicated to new and used car sales.~~



Special Use Permit Discussion

Bedford City Council
January 14, 2014



Site Location

- 3737 State Highway 183 (Airport Freeway)
- Former site of Park Place Mercedes
- 60,000 SF building
- 12 acres



Current Usage

- Vacant for two years
- Not generating tax revenues for city
- Empty building and vacant land contiguous to expanding highway



Proposed Usage

- Premier pre-owned vehicle dealership under the Mac Churchill Acura brand
- High-end showroom
- Well-maintained lot with 500-600 vehicles for sale
- Service and warranty business
- Extensive landscaping
- Option to add franchise dealer



Proposed Usage

- Will establish a successful business with high curb appeal as North Tarrant Express nears completion
- Will generate up to 100 high-paying new jobs
- Will contribute to bottom line of City of Bedford
 - Special inventory taxes
 - Property taxes
 - Business PP taxes
 - Sales tax – vehicles
 - Sales tax – parts



Timeline

- Close on land on **January 31, 2014**
- Immediately begin clean-up of facility, addition of new landscaping, painting, electrical
- Open **March 1, 2014**



History

- Established in West Fort Worth in **1993**
- Owned and operated by Mac Churchill, a long-time Tarrant County business leader
- Moved to current location at northeast intersection of IH 820 and IH 35W in **2000**



Track Record of Success

- **2013 total sales:** \$118 million
- **2013 employment:** 145 employees
- **Growth in last two years:**
 - 34% increase in sales
 - 32% increase in vehicles sold
 - 36% increase in employees



Community Benefits

- **2013 taxes:**

- Sales tax (vehicles) \$5.3 million
- Special inventory tax \$209,821
- Sales tax (parts) \$135,101
- Property tax \$123,335



- **Strong, engaged corporate citizen**

- Chairman, 35W Coalition
- Chairman, Historic Camp Bowie District
- Board member, Arts Council of Fort Worth and Tarrant County

Discussion/Questions



From: Mac Churchill [REDACTED]

Sent: Friday, January 03, 2014 2:41 PM

To: Syblon, Bill

Cc: Karen Cooperstien

Subject: Special Use Permit

Dear Bill,

My partners and I have a contract to purchase the property at 3737 Hwy 183. This property is the former Park Place Mercedes location. We would like to recondition the property and put a stand alone Luxury Pre owned sales facility. This facility would be up to the standards that we currently have at our main location at 3125 Northeast Loop 820.

If and when a new car franchise becomes available we would want it to install it in this same facility. We currently have a closing date of Jan.31st and would appreciate any help you could provide in meeting this deadline. I spoke to several officials before Christmas and they referred me to your office.

Thanking you in advance for any help you can give us to get this expediated.

Yours Truly,

Mac Churchill



CITY OF
BEDFORD

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

December 20, 2013

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: [REDACTED] on Friday, December 20, 2013.

FROM:

City of Bedford
Yolanda Alonso, Planning and Zoning

Dear Christine,

Please publish the following in "Legal Notices" on Monday, December 23, 2013.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford Planning and Zoning Commission gives notice of a public hearing on Thursday, January 9, 2014 at 7:00 PM, at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Zoning Ordinance Amendment A-036, public hearing and consideration of a request to amend the City of Bedford Zoning Ordinance; Ordinance No. 2275, Section 4.18 "MHC" Master Highway Corridor Overlay District; specific to Section 4.18.E(10) RESTRICTED USES, removing Used Car and Truck Sales from the list of restricted uses.

The City of Bedford City Council will hold a public hearing on the above zoning item(s) on Tuesday, January 14, 2014 at 6:30 p.m., at City Hall, Council Chamber, 2000 Forest Ridge Drive, Bedford, Texas.

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

Alonso, Yolanda

From: Lopez, Christine [REDACTED]
Sent: Friday, December 20, 2013 4:16 PM
To: Alonso, Yolanda
Subject: Re: Legal Notice Ad PZ 010914 CC 011414 A036

ad received :)
Christine

Christine Lopez
Legal Representative
Fort Worth Star-Telegram
Phone: 817 - 390 -7522

Star-Telegram Media Services & DFW Online Network
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On Fri, Dec 20, 2013 at 3:54 PM, Alonso, Yolanda <Yolanda.Alonso@bedfordtx.gov> wrote:

Good Afternoon Christine,

Please publish the attached ad in the Monday, December 23, 2013, "Legal Notices" section of the newspaper.

Please call me if you have any questions.

Thank you.

Yolanda Alonso
Planning and Zoning Coordinator
City of Bedford
2000 Forest Ridge Drive, Bedford, Texas 76021
Office: [817-952-2137](tel:817-952-2137) | Fax: [817-952-2210](tel:817-952-2210) | Yolanda.Alonso@bedfordtx.gov



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Council Agenda Background

PRESENTER: Thomas L. Hoover, P.E.
Public Works Director

DATE: 01/14/14

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to enter into an agreement with Tarrant County and to recommend to the County to accept the bid and award a contract to Excel 4 Construction, LLC, in the amount of \$139,889, for the City of Bedford 39th Year Community Development Block Grant (CDBG) Savannah Way Water Line Improvements Project.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On January 22, 2013, the City Council held a public hearing and approved a resolution authorizing the City Manager to pursue grant funding from the Tarrant County Community Development Block Grant (CDBG) 39th Year for the Savannah Way Water Line Improvement Project. The project includes replacing 1,200 feet of the 40 year old, six inch water main on Savannah Way with a new eight inch line. The estimated cost at the January 2013 meeting was \$115,750.

On November 27, 2013, Tarrant County held a bid for this project. The lowest bid submitted was by Excel 4 Construction, LLC in the amount of \$139,889. A total of eight bids were received with an average bid of \$182,264.09. The City's Consulting Engineer, J. Richard Perkins, P.E., has recommended Excel 4 Construction, LLC to do this project because of a recent favorable experience as a subcontractor on the pipe bursting project west of Forest Ridge Drive. Tarrant County has approved funding in the amount of \$123,812.64 for this project. Additional funds in the amount of \$16,076.36 would come from the Water Utility Maintenance & Repair Fund.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an agreement with Tarrant County and to recommend to the County to accept the bid and award a contract to Excel 4 Construction, LLC, in the amount of \$139,889, for the City of Bedford 39th Year Community Development Block Grant (CDBG) Savannah Way Water Line Improvements Project.

FISCAL IMPACT:

Estimated Cost January 2013	\$115,750
Bid Amount:	\$139,889
Tarrant County Community Development Block Grant for 39th Year	\$123,812.64
Balance to be paid from the Utility Maintenance Fund	\$1,658,656

ATTACHMENTS:

Resolution
Bid Tabulation

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A AN AGREEMENT WITH TARRANT COUNTY AND TO RECOMMEND TO THE COUNTY TO ACCEPT THE BID AND AWARD A CONTRACT TO EXCEL 4 CONSTRUCTION, LLC, IN THE AMOUNT OF \$139,889, FOR THE CITY OF BEDFORD 39TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SAVANNAH WAY WATER LINE IMPROVEMENTS PROJECT.

WHEREAS, the City Council of Bedford, Texas has determined that the agreement with Tarrant County to recommend to the County to accept the bid and award a contract to Excel 4 Construction, LLC for water line replacement on Savannah Way is necessary to preserve the condition of City streets for the health and safety of its citizens; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to protect the vitality of neighborhoods.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to enter into an agreement with Tarrant County and to recommend to the County to accept the bid and award a contract to Excel 4 Construction, LLC, in the amount of \$139,889, for the City of Bedford 39th Year Community Development Block Grant (CDBG) Savannah Way Water Line Improvements Project.

SECTION 3. That funding in the amount of \$123,812.64 would come from the Tarrant County CDBG Program. The remaining \$16,076.36 will come from the Water Utility Maintenance & Repair Fund. The City agrees to pay any portion of the final project cost that exceeds \$123,812.64

PRESENTED AND PASSED this 14th day of January, 2014, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry City Attorney

CITY OF BEDFORD/TARRANT COUNTY
39th Year CDBG Project
Bid Opening Time and Date: 10:30 am Wednesday, November 27, 2013

Bid Tabulation
39th Year CDBG Project for Water System Improvements (Savannah Way)
27-Nov-13

BIDDERS

Tejas Commercial Construction, LLC	B & R Utility Construction, LLC	P.C. Contractors, LLC	Atkins Bros. Equipment, Company, Inc.
\$139,892.00	\$147,980.00	\$187,635.70	\$197,364.00
Canary Construciton, Inc.	Gra-Tex Utilities, Inc.	R & D Burns Brothers, Inc.	RECOMMENDED AWARD Excel 4 Construction, LLC
\$197,735.00	\$204,081.00	\$243,536.00	\$139,889.00
			AVERAGE COST
			\$182,264.09



Council Agenda Background

PRESENTER: Thomas L. Hoover, P.E.
Public Works Director

DATE: 01/14/14

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Four B Paving for the 2013 Crack Sealing at Various Locations, in the amount of \$67,030.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Street Crack Sealing Program is a recommended way to preserve asphalt streets. The process of crack sealing involves a mixture of materials that will form a resilient and adhesive compound capable of effectively sealing joints and cracks in the pavement against the infiltration of moisture and foreign material. Without this preventative maintenance treatment, temperature changes can cause small cracks to become potholes due to the expansion and contractions of the asphalt and the underlying base.

In 2007, the City began contracting out crack sealing services instead of utilizing City crews and equipment. The last contract for crack sealing was a three year contract, which has been fulfilled (\$57,300/yr). This year the crack sealing contract is for one year and allows for changes in the price of materials, which are oil based.

On November 22, 2013, four bids were received for the 2013 Crack Sealing at Various Locations contract. Four B Paving submitted the lowest responsible bid in the amount of \$67,030. The highest bid received was \$139,570. The average bid was \$102,055. The City's Engineering Consultant, J. Richard, Perkins, P.E., has qualified Four B Paving to do the proposed project for \$67,030. Four B Paving has been the sole contractor to be awarded the Crack Sealing Contract since 2007. The completion time for the project is 120 consecutive calendar days after the date specified in the "Notice to Proceed". The work in the contract includes 100,000 linear feet of random routing of asphalt and 18,200 pounds of sealant applied.

If approved, the award amount of \$67,030 will be paid from the FY 13-14 Street Improvement Economic Development Corporation (SIEDC) budget. The Budget for Crack Sealing was set at \$63,000, the remaining balance of the contract will be covered by the Asphalt Mill and Overlay budget. The remaining balance is sufficient for planned operations.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Four B Paving for the 2013 Crack Sealing at Various Locations, in the amount of \$67,030.

FISCAL IMPACT:

Budget Amount \$63,000
Bid Amount: \$67,030

FY 13-14 Street Improvement Economic
Development Corporation (SIEDC) Crack
Routing & Sealing: \$63,000
SIEDC Asphalt Mill & Overlay: \$4,030
Difference SIEDC
Crack Routing & Sealing: \$0

ATTACHMENTS:

Resolution
Bid Tabulation

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FOUR B PAVING FOR THE 2013 CRACK SEALING AT VARIOUS LOCATIONS, IN THE AMOUNT OF \$67,030.

WHEREAS, the City Council of Bedford, Texas has determined that the 2013 Cracksealing Contract is necessary to preserve the condition of City streets for the health and safety of its citizens; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to protect the vitality of neighborhoods.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a contract with Four B Paving, in the amount of \$67,030, for the above titled public works improvements.

SECTION 3. That funding in the amount of \$67,030 will come from the Street Improvement Economic Development Fund.

PRESENTED AND PASSED this 14th day of January, 2014, by a vote of _____ ayes, _____ nays, and _____ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry City Attorney

CITY OF BEDFORD
2013 Cracksealing at Various Location
Bid Opening Time and Date: 10 am Friday, November 22, 2013

Bid Tabulation
2013 Cracksealing at Various Locations
22-Nov-13

BIDDERS

Scoldeller Construction Inc.	Curtco Inc.	Delta Prime
\$68,860.00	\$132,760.00	\$139,570.00

RECOMMENDED AWARD

Four B Paving Corporation	AVERAGE COST
\$67,030.00	\$102,055.00



Council Agenda Background

PRESENTER: Thomas L. Hoover, P.E.
Public Works Director

DATE: 01/14/14

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

ITEM:

Consider a resolution authorizing the City Manager to purchase a $\frac{3}{4}$ ton diesel crew cab truck in the amount of \$30,765.95 through Silsbee Ford utilizing the BuyBoard Cooperative Purchasing Contract.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On September 10, 2013, the Bedford City Council passed an ordinance adopting the FY 2013/14 Budget. Funds were allocated within the Storm Water Fund budget for the purchase of a $\frac{3}{4}$ ton diesel crew cab truck.

The requested vehicle will replace Unit No. 102, a $\frac{3}{4}$ ton single cab gasoline truck that is currently used by the Storm Water maintenance crew for maintenance of drainage channels and storm drain lines. This unit is approximately fourteen years old and has 107,672 miles recorded on the odometer. The proposed replacement unit would be utilized by the Storm Water Division.

Additional items that need to be purchased to outfit the truck are a headache rack, light bar, tommy lift, tool box, and the installation of a bed liner to protect the truck bed. These additional items will cost approximately \$5,700, with approved budgeted funds to cover that amount.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a $\frac{3}{4}$ ton diesel crew cab truck in the amount of \$30,765.95 through Silsbee Ford utilizing the BuyBoard Cooperative Purchasing Contract.

FISCAL IMPACT:

Budget Amount:	\$40,025.00
Total Project Cost:	\$30,765.95
Difference:	\$9,259.05

ATTACHMENTS:

Resolution
Quote

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A ¾ TON DIESEL CREW CAB TRUCK IN THE AMOUNT OF \$30,765.95 THROUGH SILSBEE FORD UTILIZING THE BUYBOARD COOPERATIVE PURCHASING CONTRACT.

WHEREAS, the City Council of Bedford, Texas determines the necessity to replace a ¾ ton single cab gasoline truck with funds approved in the FY 2013/14 Budget; and,

WHEREAS, the City Council of Bedford, Texas determines that to remain responsive to the needs of the community and reduce maintenance costs, the truck must be replaced; and,

WHEREAS, in order to obtain best pricing, the purchase of the truck should be through the BuyBoard Cooperative Purchasing Contract.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to purchase a ¾ ton diesel crew cab truck in the amount of \$30,765.95 through Silsbee Ford utilizing the BuyBoard Cooperative Purchasing Contract.

SECTION 3. That funding in the amount of \$30,765.95 will come from the FY 13-14 Storm Water Fund.

PRESENTED AND PASSED this 14th day of January, 2014, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry City Attorney



Council Agenda Background

PRESENTER: Thomas L. Hoover, P.E.
Public Works Director

DATE: 01/14/14

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

ITEM:

Consider a resolution authorizing the City Manager to purchase a $\frac{3}{4}$ ton diesel extended cab truck in the amount of \$35,165.95 through Silsbee Ford utilizing the BuyBoard Cooperative Purchasing Contract.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On September 10, 2013, the Bedford City Council passed an ordinance adopting the FY 2013/14 Budget. Funds were allocated within the Water Fund budget for the purchase of a $\frac{3}{4}$ ton diesel extended cab truck.

The requested vehicle will replace Unit No. 211, a $\frac{3}{4}$ ton single cab gasoline truck that was used by the Utilities Manager. This unit is approximately eleven years old and has 128,061 miles recorded on the odometer. The proposed replacement unit would be utilized by the Water Division.

The requested vehicle will be outfitted with a service body in order to carry repair parts, supplies, and tools used to repair water distribution and sanitary sewer lines. The service body includes boxes for the storage of basic supplies and tools. The current light bar mounted on Unit No. 211 is a newer LED model and will be used on the replacement truck.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a $\frac{3}{4}$ ton diesel extended cab truck in the amount of \$35,165.95 through Silsbee Ford utilizing the BuyBoard Cooperative Purchasing Contract.

FISCAL IMPACT:

Budget Amount:	\$35,325.00
Total Project Cost:	\$35,165.95
Difference	\$159.05

ATTACHMENTS:

Resolution
Quote

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A ¾ TON DIESEL EXTENDED CAB TRUCK IN THE AMOUNT OF \$35,165.95 THROUGH SILSBEE FORD UTILIZING THE BUYBOARD COOPERATIVE PURCHASING CONTRACT.

WHEREAS, the City Council of Bedford, Texas determines the necessity to replace a ¾ ton single cab gasoline truck with funds approved in the FY 2013/14 Budget; and,

WHEREAS, the City Council of Bedford, Texas determines that to remain responsive to the needs of the community and reduce maintenance costs, the truck must be replaced; and,

WHEREAS, in order to obtain best pricing, the purchase of the truck should be through the BuyBoard Cooperative Purchasing Contract.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to purchase a ¾ ton diesel extended cab truck in the amount of \$35,165.95 through Silsbee Ford utilizing the BuyBoard Cooperative Purchasing Contract.

SECTION 3. That funding in the amount of \$35,165.95 will come from the FY 13-14 Water and Sewer Fund.

PRESENTED AND PASSED this 14th day of January, 2014, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry City Attorney



Council Agenda Background

PRESENTER: Thomas L. Hoover, P.E.
Public Works Director

DATE: 01/14/14

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to abandon all rights, titles and interest to the Public 15' Water Easement situated in Lot 12 and Lot 21, Block 6 of the Bedford Heights Addition as recorded in Cabinet A, Hanger 4837, P.R.T.C.T. an Addition to the City of Bedford, Tarrant County, Texas.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Fletcher Hager Development, owner of a 15' water easement located within the Amherst Townhomes, has requested to abandon the easement because it is no longer necessary due to extensive renovation to the water, sewer, and storm drain lines within the townhome community. The existing easement is located on Lot 12 and Lot 21, Block 6 of the Bedford Heights Addition. The property's developer has provided the application for the Vacation/Abandonment of the Easement and the City has provided the Vacation/Abandonment of an Easement document. A new water line easement will be provided by the developer at a later date.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to abandon all rights, titles and interest to the Public 15' Water Easement situated in Lot 12 and Lot 21, Block 6 of the Bedford Heights Addition as recorded in Cabinet A, Hanger 4837, P.R.T.C.T. an Addition to the City of Bedford, Tarrant County, Texas.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Application for Abandonment of Easement
Vacation/Abandonment of a Public 15' Water
Easement

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ABANDON ALL RIGHTS, TITLES AND INTEREST TO THE PUBLIC 15' WATER EASEMENT SITUATED IN LOT 12 AND LOT 21, BLOCK 6 OF THE BEDFORD HEIGHTS ADDITION AS RECORDED IN CABINET A, HANGER 4837, P.R.T.C.T. AN ADDITION TO THE CITY OF BEDFORD, TARRANT COUNTY, TEXAS.

WHEREAS, the City Council of Bedford, Texas has determined that the abandonment of the above mentioned easement is necessary for the health and safety of its citizens; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to protect the vitality of neighborhoods.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to abandon all rights, titles and interest to the Public 15' Water Easement situated in Lot 12 and Lot 21, Block 6 of the Bedford Heights Addition as recorded in Cabinet A, Hanger 4837, P.R.T.C.T. an Addition to the City of Bedford, Tarrant County, Texas.

PRESENTED AND PASSED this 14th day of January, 2014, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry City Attorney

**APPLICATION FOR THE VACATION/ABANDONMENT OF A
PUBLIC 15' WATER EASEMENT
SITUATED IN**

**Lot 12 and Lot 21, Block 6 Bedford Heights Addition
As recorded in Cabinet A, Hanger 4867, P.R.T.C.T.
AN ADDITION TO THE CITY OF BEDFORD, TARRANT COUNTY, TEXAS**

TO THE CITY OF BEDFORD:

Date: _____

The undersigned hereby makes application for the vacation and abandonment of that portion of the PUBLIC 15' WATER EASEMENT situated in the above named addition, and particularly described in Exhibits "A" and "B", attached. In support of this application, the undersigned represents, warrants and submits the following:

1. Attached as Exhibit "A" is a metes and bounds description of that portion of the PUBLIC 15' WATER EASEMENT proposed for abandonment.
2. Attached as Exhibit "B" is a survey plat showing the legal description of the property rights to be abandoned and the record owners and lot boundaries of all contiguous lots, and any easements or public facilities contained in the area for which abandonment is requested.
3. Attached as Exhibit "C" is the consent to such vacation of public utility companies, if applicable. City of Bedford is the only entity applicable for the Water Easement.
4. Attached as Exhibit "D" is the consent to such vacation of all the abutting/impacted property owner(s), if applicable. The applicant is the owner of the adjacent property and does hereby consent.

PROPERTY OWNER/APPLICANT:

Print Name

Phone No.

Name and title of authorized person executing the document (if owner is a company)

Address,

City,

State,

Zip

Signature

Date

Application to Vacate/Abandon a **PUBLIC 15' WATER EASEMENT**

The following questions should be answered completely.

1. Why does the property owner wish to vacate this easement?

"The Public 15' Water Easement as dedicated would require the proposed water line to go through several mature trees as well as a substantial phone ped box and retaining wall within the R.O.W. of McLain Drive. The proposed new easement avoids these conflicts to provide the required water main loop.

2. How is this easement currently being used?

"The Public 15' Water Easement is presently unused."

3. How does the property owner propose to use the area of the easement if vacated?

"The area will be utilized in the Common Area of the development for a proposed Gazebo to serve the residents."

4. Are there any public utilities or infrastructures currently located in the easement? If so, describe them.

"The Public 15' Water Easement does not have any public or private water systems within it."

The following abutting/impacted property owners **DO NOT APPROVE** nor give their consent to this request for the reasons stated herein. If none exist, indicate as such. (Signature not required.)

Property Owner: NONE

Address:

Lot Block _____, _____ Addition

Application to Vacate/Abandon a **PUBLIC 15' WATER EASEMENT**
Exhibit "C"

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchise with the City of BEDFORD, that portion of the **PUBLIC 15' WATER EASEMENT** as described in EXHIBITS "A" and "B" of the Application to Vacate/Abandon a **PUBLIC 15' WATER EASEMENT**, do hereby CONSENT to the vacation and abandonment of the described portion of such **PUBLIC 15' WATER EASEMENT** situated in Lot 12 and Lot 21, Block 6 Bedford Heights Addition, as recorded in Cabinet A, Hanger 4867, P.R.T.C.T., an addition to the City of BEDFORD, Tarrant County, Texas.

ONCOR ELECTRIC DELIVERY: **"NOT APPLICABLE FOR WATER EASEMENT"**

ATMOS ENERGY: **"NOT APPLICABLE FOR WATER EASEMENT"**

TIME WARNER CABLE: **"NOT APPLICABLE FOR WATER EASEMENT"**

AT&T: **"NOT APPLICABLE FOR WATER EASEMENT"**

CITY OF BEDFORD WATER UTILITIES / PUBLIC WORKS DEPARTMENT

Print Name _____ Title _____

Signature _____ Date _____

Application to Vacate/Abandon a **PUBLIC 15' WATER EASEMENT**
Exhibit "D"

The undersigned, owners of property abutting/impacted by that portion of the **PUBLIC 15' WATER EASEMENT** situated in **Lot 12 and Lot 21, Block 6 Bedford Heights Addition**, as recorded in **Cabinet A, Hanger 4867, P.R.T.C.T.**, an addition to the City of **BEDFORD**, Tarrant County, Texas as described in Exhibits "A" and "B" of the Application to Vacate/Abandon a **PUBLIC 15' WATER EASEMENT**, DO HEREBY CONSENT to such vacation and abandonment. (Signature required.)

Property Owner:

1121 AMHERST DRIVE, BEDFORD, TEXAS 76021

Address:

TRACT A, BLOCK 6 BEDFORD HEIGHTS, Volume 388-69, Page 43, P.R.T.C.T.

Lot and Block

Signature

Date

EXHIBIT A

EASEMENT DESCRIPTION:

BEING A FIFTEEN FOOT WIDE WATER EASEMENT TO BE ABANDONED SITUATED ON LOTS 12 AND 21 BLOCK 6 BEDFORD HEIGHTS ADDITION TO THE CITY OF BEDFORD, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET A, HANGER 4867, P.R.T.C.T., AND BEING A PORTION OF THE PROPERTY CONVEYED TO AMH DEVELOPMENT, LP ACCORDING TO THE DEED RECORDED IN INSTRUMENT D208012384, D.R.T.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A SET 5/8" IRON ROD AT THE NORTHEAST CORNER OF SAID LOT 21 BLOCK 6 BEDFORD HEIGHTS ADDITION, IN THE WEST RIGHT-OF-WAY LINE OF MCLAIN ROAD 50' R.O.W., SAID IRON ROD ALSO BEING AT THE SOUTHEAST CORNER OF TRACT A, BLOCK 6 BEDFORD HEIGHTS ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 388-69, PAGE 43, P.R.T.C.T.;

THENCE SOUTH 00°02'35" EAST WITH SAID WEST R.O.W. A DISTANCE OF 15.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 89°40'00" WEST A DISTANCE OF 75.67 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00°17'03" WEST A DISTANCE OF 42.11 FEET TO A POINT FOR CORNER;

THENCE SOUTH 84°24'15" WEST A DISTANCE OF 15.08 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°17'03" EAST A DISTANCE OF 58.66 FEET TO A POINT FOR CORNER, SAID POINT BEING IN THE SOUTH LINE OF SAID TRACT A, BLOCK 6 BEDFORD HEIGHTS ADDITION;

THENCE SOUTH 89°40'00" EAST WITH THE SOUTH LINE OF SAID TRACT A, BLOCK 6 BEDFORD HEIGHTS ADDITION A DISTANCE OF 90.58 FEET TO A SET 5/8 INCH IRON ROD AT THE PLACE OF BEGINNING AND CONTAINING 2,003 SQUARE FEET OR 0.0460 ACRES OF LAND MORE OR LESS.

DRAWN: GAD

DATE: 10-28-13
REV: 11-13-13

787 WATER EASEMENT

15' WATER EASEMENT TO BE ABANDONED
SITUATED ON LOTS 12 AND 21, BLOCK 6 BEDFORD HEIGHTS
ADDITION (CABINET A, HANGER 4867, P.R.T.C.T. IN THE CITY OF
BEDFORD, TARRANT COUNTY, TEXAS. THE OWNER OF SAID
LOTS IS AMH DEVELOPMENT, LP ACCORDING TO THE DEED
RECORDED IN INSTRUMENT D208012384, DEED RECORDS,
TARRANT COUNTY, TEXAS

KEETON SURVEYING COMPANY

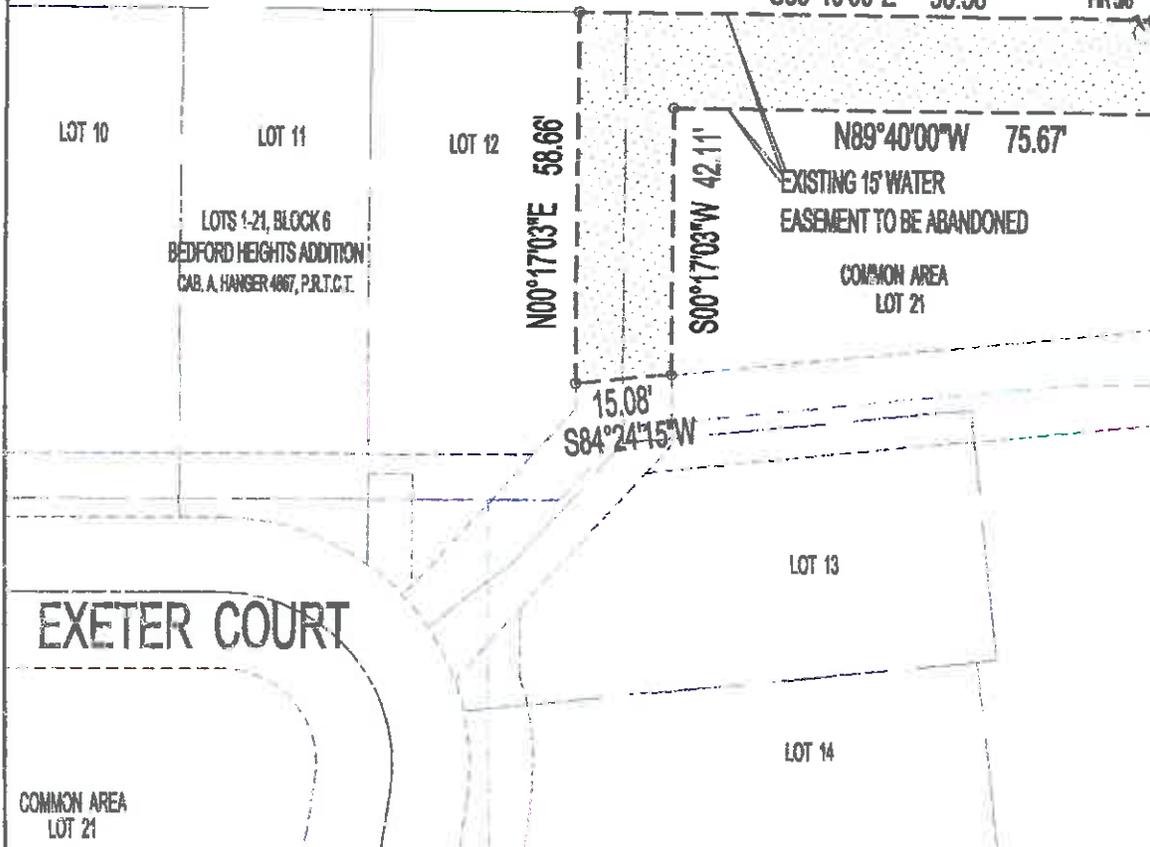
H.B. KEETON M.S. "STEVE" KEETON
REGISTERED PROFESSIONAL LAND SURVEYORS
2037 DALWORTH STREET, GRAND PRAIRIE, TEXAS
PHONE: (972) 641-0843 FAX: (972) 647-0154
E-MAIL: ksc4019@sbcglobal.net

TRACT A, BLOCK 6
 BEDFORD HEIGHTS
 V. 388-68, P. 43, P.R.T.C.T.

EXHIBIT B

BEARS:
 S46°36'19"W
 2.83'
 FR 58'

S89°40'00"E
 75.67'



MCLAIN ROAD
 (60' RIGHT-OF-WAY ASPHALT PAVMT.)

KEETON SURVEYING COMPANY
 H.B. KEETON M.S. "STEVE" KEETON
 REGISTERED PROFESSIONAL LAND SURVEYORS
 2037 DALWORTH STREET, GRAND PRAIRIE, TEXAS
 PHONE: (972) 641-0843 FAX: (972) 647-0154
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DRAWN: GAD

DATE: 10-28-13
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787 WATER EASEMENT

15' WATER EASEMENT TO BE ABANDONED
 SITUATED ON LOTS 12 AND 21, BLOCK 6 BEDFORD HEIGHTS
 ADDITION (CABINET A, HANGER 4867, P.R.T.C.T. IN THE CITY OF
 BEDFORD, TARRANT COUNTY, TEXAS. THE OWNER OF SAID
 LOTS IS AMH DEVELOPMENT, LP ACCORDING TO THE DEED
 RECORDED IN INSTRUMENT D208012384, DEED RECORDS,
 TARRANT COUNTY, TEXAS

VACATION/ABANDONMENT OF A PUBLIC 15' WATER EASEMENT

DATE: January 7, 2014

GRANTOR: City of Bedford, Texas

GRANTOR'S ADDRESS: 2000 Forest Ridge Drive, Bedford, Texas 76021

GRANTEE: Fletcher Hager Development

GRANTEE'S ADDRESS: Lot 12 and Lot 21, Block 6, Bedford Heights Addition

VACATION/ABANDONMENT OF A PUBLIC 15' WATER EASEMENT SITUATED IN LOT 12 AND LOT 21, BLOCK 6 OF THE BEDFORD HEIGHTS ADDITION AS RECORDED IN CABINET A, HANGER 4837, P.R.T.C.T. AN ADDITION TO THE CITY OF BEDFORD, TARRANT COUNTY, TEXAS

Purpose, Restrictions, and Uses of Vacation/Abandonment of Easement

THAT the City of Bedford, Tarrant County, Texas, acting by and through the undersigned, that the City hereby **abandons all rights, title and interest to the PUBLIC 15' WATER EASEMENT** situated in the above named addition, and particularly described in Exhibits "A" and "B", attached.

1. Attached as Exhibit "A" is a metes and bounds description of that portion of the PUBLIC 15' WATER EASEMENT proposed for abandonment.
2. Attached as Exhibit "B" is a survey plat showing the legal description of the property rights to be abandoned and the record owners and lot boundaries of all contiguous lots, and any easement or public facilities contained in the area for which abandonment of requested.

PROPERTY SUBJECT TO ABANDONMENT OF EASEMENT: A portion of Lot 12 and Lot 21, Block 6 of the Bedford Heights Addition as recorded in Cabinet A, Hanger 4837, P.R.T.C.T and addition to the City of Bedford, Tarrant County, Texas.

Term: This abandonment of easement shall be permanent and not subject to renewal terms.

ACKNOWLEDGEMENT:

STATE OF TEXAS)(

COUNTY OF TARRANT)(

WITNESS *my, or OUR hand(s)* this _____ day of _____ A.D., 20__

By: _____
Beverly Griffith
City Manager

Attested: _____
Michael Wells
City Secretary

State of Texas)(

County of Tarrant)(

This instrument was acknowledged before me on the _____ day of _____, 20____.

Notary Public in and for the State of Texas

Print Name: _____

My Commission Expires: _____

EASEMENT DESCRIPTION:

EXHIBIT A

BEING A FIFTEEN FOOT WIDE WATER EASEMENT TO BE ABANDONED SITUATED ON LOTS 12 AND 21 BLOCK 6 BEDFORD HEIGHTS ADDITION TO THE CITY OF BEDFORD, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET A, HANGER 4867, P.R.T.C.T., AND BEING A PORTION OF THE PROPERTY CONVEYED TO AMH DEVELOPMENT, LP ACCORDING TO THE DEED RECORDED IN INSTRUMENT D208012384, D.R.T.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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E-MAIL: ksc4019@sbcglobal.net

DRAWN: GAD

DATE: 10-28-13
REV: 11-13-13

787 WATER EASEMENT

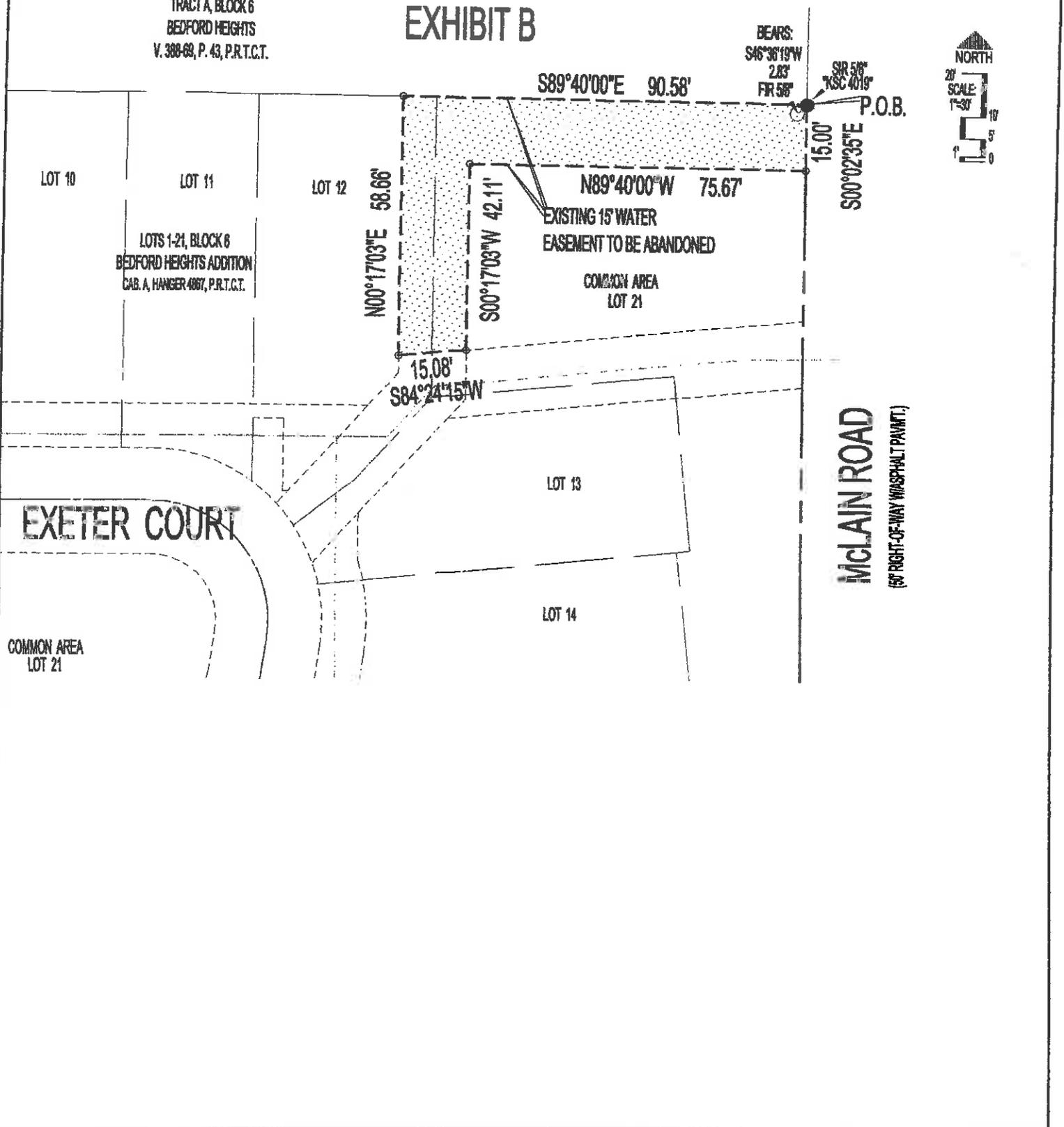
15' WATER EASEMENT TO BE ABANDONED
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ADDITION (CABINET A, HANGER 4867, P.R.T.C.T. IN THE CITY OF
BEDFORD, TARRANT COUNTY, TEXAS. THE OWNER OF SAID
LOTS IS AMH DEVELOPMENT, LP ACCORDING TO THE DEED
RECORDED IN INSTRUMENT D208012384, DEED RECORDS,
TARRANT COUNTY, TEXAS

TRACT A, BLOCK 6
BEDFORD HEIGHTS
V. 388-69, P. 43, P.R.T.C.T.

EXHIBIT B

BEARS:
S46°38'19"W
2.83'
FR 58'

SIR 58'
KSC 4019'



KEETON SURVEYING COMPANY
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RECORDED IN INSTRUMENT D208012384, DEED RECORDS,
TARRANT COUNTY, TEXAS



Council Agenda Background

PRESENTER: Thomas L. Hoover, P.E.
Public Works Director

DATE: 01/14/14

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to enter into a professional services contract with Gary Burton Engineering, Inc., (GBEI) in the amount of \$108,200 to prepare a 5-year Capital Improvement Program for 2013-2018 and for sanitary sewer line improvements.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In June of 2010, GBEI was awarded a professional services contract for the “Comprehensive Wastewater Collection System Evaluation” program in the amount of \$140,000. That resulted in the 2010 Sanitary Sewer Collection System 19.1W Infiltration/Inflow (I/I) Study, which was completed in January 2011. From that study, GBEI prepared a contract for Sanitary Sewer Line Replacement in the Basin 19.1 W that was awarded to Utilitex Construction LLP in the amount of \$451,045.50, which has been fulfilled. The completed project helped correct a number of issues in the 19.1 Basin which flows into the Sulphur Branch Drainage areas. This area has the largest volume sewage flow into the TRA metering station. The proposed sanitary sewer renewal and rehabilitation professional services contract would keep the City in line with previous sanitary sewer line improvements programs.

The proposed professional services contract, in the amount of \$108,200, includes the following tasks:

1. Prepare a final report to the Texas Commission on Environmental Quality (TCEQ) summarizing the corrective actions completed or not completed over the past five years as outlined in the Enforcement Agreement between the City of Bedford and TCEQ (Case #35291), in accordance with Provision #11 of that agreement.
2. Prepare a 5-year Capital Improvement Plan for 2013-2018 of the sanitary sewer improvements necessary to complete the Sanitary Sewer Overflow Initiative (SSOI) and in accordance with Provision #12 of the Enforcement Agreement.
3. Perform design, bid and construction phase services for the renewal, rehabilitation, cleaning and televising of selected sanitary sewer lines in the collection system.

Details of the scope of services are outlined on Items A1 through A10 of the attached Professional Services Contract.

The total estimated construction cost of all projects is \$900,000. This proposal includes only the Professional Services Contract with Gary Burton Engineering, Inc., in the amount \$108,200. Funding would be paid out of the 2011 Series Water and Sewer Certificates of Obligation.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a professional services contract with Gary Burton Engineering, Inc., (GBEI) in the amount \$108,200 to prepare a 5-year Capital Improvement Program for 2013-2018 for sanitary sewer line improvements.

FISCAL IMPACT:

Contract Amount:	\$108,200
2011 Series Water and Sewer Certificates of Obligation:	\$177,000
Difference:	\$68,800

ATTACHMENTS:

Resolution
Professional Services Contract

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH GARY BURTON ENGINEERING, INC., (GBEI) IN THE AMOUNT OF \$108,200 TO PREPARE A 5-YEAR CAPITAL IMPROVEMENT PROGRAM FOR 2013-2018 AND FOR SANITARY SEWER LINE IMPROVEMENTS.

WHEREAS, the City Council of Bedford, Texas has determined that the a Professional Services Contract with Gary Burton Engineering, Inc. for preparation of a 5-Year Capital Improvement for 2013-2018 and for sanitary sewer improvements is necessary for the health and safety of its citizens; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to protect the vitality of neighborhoods.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a Professional Services Contract with Gary Burton Engineering, Inc., in the amount of \$108,200, for the above titled public works improvements.

SECTION 3. That funding in the amount of \$108,200 will come from the 2011 Series Water and Sewer Certificates of Obligation.

PRESENTED AND PASSED this 14th day of January, 2014, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry City Attorney

GARY BURTON ENGINEERING, INC.

Consulting • Planning • Permitting • Design • Management (F-2812)

TYLER: 14531 STATE HWY 155 S – TYLER TX 75703
FORT WORTH: 6320 SOUTHWEST BLVD STE 102 – FORT WORTH TX 76109

• PH 903-561-6984 • FAX 903-561-6757
• PH 817-599-9067 • FAX 817-599-9104

Task Order / Project No. 036130101

This Task Order is part of the AGREEMENT between Gary Burton Engineering, Inc. (GBEI, the "ENGINEER"), and the City of Bedford (the "OWNER"), for a project generally described as:

2013-14 Sanitary Sewer Renewal and Rehabilitation

The purpose of this Task Order is to perform services required to:

1. Prepare Final Report to TCEQ summarizing the corrective actions completed or not completed over the past 5 years as outlined in the Enforcement Agreement between the City of Bedford and TCEQ (Case No. 35291), in accordance with Provision #11 of that Agreement;
2. Prepare a 5-year Capital Improvements Plan for 2013-18 of sanitary sewer improvements necessary to complete the Sanitary Sewer Overflow Initiative (SSOI) and request to TCEQ for a 5-year extension, in accordance with Provision #12 of the Enforcement Agreement;
3. Perform design, bid and construction phase services for the renewal, rehabilitation, cleaning, and televising of selected sanitary sewer lines in the collection system.

Article I Scope of Services

The ENGINEER agrees to furnish the OWNER the following specific services:

- Item**
- A1 **Final Report.** Prepare and submit to TCEQ a written Final Report that contains the following:
- a. A summary of all corrective actions that have been completed in accordance with the Provisions in the Enforcement Agreement;
 - b. A summary of all Provisions in the Enforcement Agreement that were not completed, including reasons why specific corrective actions were delayed; and
 - c. A description of the overall improvement the corrective actions had on the collection system (i.e., effectiveness at reducing SSOs, eliminating I/I, etc.).
- The Final Report shall be submitted to TCEQ by December 31, 2013.
- A2 **Capital Improvements Plan and Extension Request.** Based on recommendations outlined in the 2007-08 Comprehensive System Evaluation, the 2010 Sanitary Sewer Collection System I/I Investigation for Basin 19.1W, and the City's in-house list of point repairs, prepare an updated Capital Improvements Plan for 2013-18. The CIP shall list projects to be completed in each of the next 5 fiscal years and shall include opinions of probable construction and engineering costs. The total of construction plus engineering costs for each of the 5 FYs shall be approximately \$1 million per year. After approval by City staff, this list shall be submitted to TCEQ along with a written request for a 5-year extension to its SSOI. The request for extension shall be submitted to TCEQ by December 31, 2013.
- A3 **Design, Bid, and Construction Phase Services.** Perform services listed below for various projects to be determined. The total cost of construction, cleaning, and televising will be approximately \$900,000.
- A4 **Document Review.** Review existing documents, associated drawings, maintenance records, etc.
- A5 **Site Visits/Meetings.** Perform site visits to collect data and meetings to review preliminary findings and final design with City staff.
- A6 **Opinions of Cost and Schedule.** Prepare conceptual opinions of cost, an implementation schedule, and a layout of recommended options upon completion of final design.
- A7 **Field Measurements.** Perform necessary topographic field measurements to define existing horizontal and vertical alignments and plan/profile design parameters, define existing right-of-way and easements.
- A8 **Construction Documents.** Prepare detailed specifications and contract drawings for construction authorized by the OWNER. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable state and federal agencies for approval.
- A9 **Bid Phase Services.** Assist OWNER as requested with soliciting and procuring bids from general contractors in accordance with applicable laws. Two (2) separate bid advertisements and proposal documents shall be prepared for performance of two (2) construction contracts by reputable, bonded contractors. One (1) contract will be for complete line renewals and one (1) for point repairs and manhole rehabilitation. Attend and conduct bid openings. Tabulate and evaluate bids, check bidders' references, and issue recommendation for contract awards.
- A10 **Construction Phase Services.** Review submittals and shop drawings for conformance with contract documents. Be available to answer contractor's questions by telephone or email on a daily basis during construction.

A11 **Record Drawings.** The Engineer will provide a copy of the final project record drawing(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the owner. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

**Article II
Compensation**

Compensation by the OWNER to the ENGINEER for all services enumerated in this Task Order will be as follows:

Compensation shall be based on percent of completion of services listed in Article I, Items A1-A11. The total amount for Items A1-A2 is \$8,200. The total amount for Items A3-A11 is \$100,000.

The total amount for this Task Order, Items A1-A11 is **\$108,200.**

Other Provisions

The following provisions shall apply to this Task Order:

The ENGINEER's compensation is based on immediate authorization to proceed and timely completion of the project. If the project timing deviates from the assumed schedule for causes beyond the ENGINEER's control, the ENGINEER reserves the right to request renegotiation of those portions of the lump sum affected by the time change.

The ENGINEER will perform no Additional Services without specific written authorization from the OWNER. Compensation for any Additional Services authorized in writing by the OWNER will be on an hourly basis plus expenses in accordance with the current Rate Schedule.

This Task Order will become part of the referenced AGREEMENT when executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

For the OWNER, City of Bedford

dated this _____ day of _____ 20 _____

By: _____
Signature

Name (Typed or Printed)

Title

ATTEST:

By: _____
Signature

For the ENGINEER, Gary Burton Engineering, Inc.

dated this _____ day of _____ 20 _____

By: Gary L. Burton
Signature

Gary L. Burton, III, P.E.
Name (Typed or Printed)

Principal
Title

ATTEST:

By: _____
Signature



Council Agenda Background

PRESENTER: James Tindell, Fire Chief

DATE: 01/14/14

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

ITEM:

Consider a resolution authorizing the City Manager to enter into an agreement between the City of Bedford, Texas and Motorola Solutions, Inc., in the amount of \$51,557.40, for trunk radio system manager for the remaining nine months of the fiscal year. The grand total of \$51,557.40 will be divided equally, with one-sixth, or \$8,592.90, being paid by each member city under the proposed contract. Member cities include Bedford, Colleyville, Euless, Grapevine, Keller and Southlake.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City of Bedford initially entered into an inter-local agreement on October 1, 1996 forming the Northeast Tarrant County (800 MHz) Trunk Radio Consortium with the cities of Colleyville, Euless, Grapevine, Keller and Southlake, sharing expenses equally.

This item is to enter into a nine-month agreement with Motorola Solutions, Inc., in the amount of \$51,557.40, for the trunk radio system manager. The grand total of \$51,557.40 will be divided equally, with one-sixth, or \$8,592.90, being paid by each member city under the proposed contract. The term for the trunk radio system manager is January 1, 2014 through September 30, 2014. The contract is co-managed by the cities of Bedford and Colleyville, with Colleyville responsible for the financial accounting of the contract.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an agreement between the City of Bedford, Texas and Motorola Solutions, Inc., in the amount of \$51,557.40, for trunk radio system manager for the remaining nine months of the fiscal year. The grand total of \$51,557.40 will be divided equally, with one-sixth, or \$8,592.90, being paid by each member city under the proposed contract. Member cities include Bedford, Colleyville, Euless, Grapevine, Keller and Southlake.

FISCAL IMPACT:

General Fund:	\$8,249.20
Water Fund:	\$257.76
Storm Water Fund:	\$85.94
Total:	\$8,592.90

ATTACHMENTS:

Resolution
Contracts

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF BEDFORD, TEXAS AND MOTOROLA SOLUTIONS, INC., IN THE AMOUNT OF \$51,557.40, FOR TRUNK RADIO SYSTEM MANAGER FOR THE REMAINING NINE MONTHS OF THE FISCAL YEAR. THE GRAND TOTAL OF \$51,557.40 WILL BE DIVIDED EQUALLY, WITH ONE-SIXTH, OR \$8,592.90, BEING PAID BY EACH MEMBER CITY UNDER THE PROPOSED CONTRACT. MEMBER CITIES INCLUDE BEDFORD, COLLEYVILLE, EULESS, GRAPEVINE, KELLER AND SOUTHLAKE.

WHEREAS, the City Council of Bedford, Texas determines the necessity to enter into an agreement with Motorola Solutions, Inc., in the amount of \$51,557.40, for the trunk radio system manager; and,

WHEREAS, the City of Bedford is a member of the Northeast Tarrant County Trunk Radio Consortium through an inter-local agreement with the cities of Colleyville, Euless, Grapevine, Keller, and Southlake; and,

WHEREAS, the City of Bedford will equally share the expense total of \$51,557.40 with each member city of the Northeast Tarrant County Trunk Radio Consortium, with Bedford's portion being from the General Fund \$8,249.20, Water Fund \$257.76 and Storm Water Fund \$85.94, for a total of \$8,592.90; and,

WHEREAS, this agreement for the trunk radio system manager would commence on January 1, 2014 and expire on September 30, 2014.

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

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

SECTION 2. That the City Council hereby authorizes the City Manager to enter into an agreement between the City of Bedford, Texas and Motorola Solutions, Inc., in the amount of \$51,557.40, for trunk radio system manager for nine months.

SECTION 3. That the City of Bedford will be fiscally responsible for one-sixth of the total amount, or \$8,592.90.

PRESENTED AND PASSED this 14th day of January 2014, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

RESOLUTION NO. 14-

APPROVED AS TO FORM:

Stan Lowry, City Attorney



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001022844
 Contract Modifier:

Date: 11/14/2013

Company Name:	Bedford, City Of
Attn:	
Billing Address:	100 Main St
City, State, Zip:	Colleyville, TX, 76034
Customer Contact:	Joey Lankford
Phone:	(817)713-0525

Required P.O.: No
 Customer #: 1011247039
 Bill to Tag #: 0003
 Contract Start Date: 01/01/2014
 Contract End Date: 09/30/2014
 Anniversary Day: Dec 31st
 Payment Cycle: IMMEDIATE
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
4	SVC02SVC0004C	***** Recurring Services ***** MS - NETWORK MANAGEMENT SITE(S)	\$5,728.60	\$51,557.40
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$5,728.60
			Subtotal - One-Time Event Services	\$.00
			Total	\$5,728.60
			Taxes	-
			Grand Total	\$5,728.60
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.				
Subcontractor(s)			City	State
MOTOROLA - T6 SYSTEM MANAGER (CL412)			FARMERS BRANCH	TX

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
	CSM	11/14/14
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
ANTHONY PROFITA	815-762-5050	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name: Bedford, City Of
Contract Number: S00001022844
Contract Modifier:
Contract Start Date: 01/01/2014
Contract End Date: 09/30/2014

Service Terms and Conditions

Motorola Solutions inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear, or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010



Statement of Work

System Manager Service

1.0 Description of Services

The Motorola System Manager (SM) assists in the management of a Customer's communications network. The SM acts as a communications liaison and coordinator of the services listed on the Motorola Service Agreement. The SM serves as the primary Motorola contact who will work closely with the Customer, and any additional required parties.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of this SOW and the provisions of the Motorola Service Agreement or other applicable agreement, the provisions of this SOW shall prevail.

2.0 Motorola responsibilities:

Motorola's responsibilities are as listed in the attached Addendum. Not all the responsibilities listed may be executed by the SM. The responsibilities to be executed must be agreed upon by the Customer and the SM. Any changes to the responsibilities must be reflected in the Addendum and the Customer Support Plan.

3.0 Customer responsibilities:

- 3.1. Provide appropriate facilities necessary to complete the deliverables in time frames that support the agreed upon duties. Facilities may include but are not limited to:
 - 3.1.1. Negotiate with Motorola the preferred schedule for Network Preventative.
 - 3.1.2. Facility and/or Security access badges where appropriate or needed.
- 3.2. Determine proper visitation schedule that best suits the Customer and the SM's availability.
- 3.3. Any additional tasks outside the scope of responsibilities detailed in this document will be negotiated between Motorola and the Customer.

Statement of Work

Addendum to System Manager Statement of Work:

1.0 System Management Responsibilities

The following are responsibilities/duties that the Motorola System Manager (SM) is to perform, based on the final agreement between the Motorola System Manager and the Customer. Any additions/deletions/modifications to this list must be approved by the Customer and the SM and shall be reflected in this Addendum.

1.1 Administrative Support:

- 1.1.1 Perform an annual review of the Site Configuration and note any additions, deletions or changes made.¹
- 1.1.2 Provide a Subject Matter Expert, agreed upon and specifically named by Motorola and the Customer.
 - 1.1.2.1 The SME/Motorola will review all site events and alarms.
 - 1.1.2.2 Coordinates Maintenance activities and interfaces with service provider
 - 1.1.2.3 Attends monthly NETCO Technical Committee meetings and provides technical advice on system questions.

1.2 Project Coordination:

- 1.2.1 Develop and review an annual System Preventative Maintenance Plan and coordinate the execution of the plan.²
- 1.2.2 Coordinate with Motorola System Technicians and with Motorola Central Support Engineering, when a System issue presents itself that appears to be beyond the expertise of the Local Support Team.³
- 1.2.3 Serve as the Project Coordinator for Motorola projects, such as System Upgrades, Network Preventative Maintenance, etc. (*This does not include any projects by Motorola in which a Motorola Project Manager has been assigned or is required*). Duties may include, but are not limited to:
 - 1.2.3.1 Schedule necessary resources
 - 1.2.3.2 Consulting
 - 1.2.3.3 Scheduling, coordinating, and running meetings.

1.3 Configuration Management:

- 1.3.1 Maintain, store, and document all Software needed to restore the ASTRO25® Site.
- 1.3.2 Review released Field Service Bulletins, order and schedule implementation as necessary.
- 1.3.3 Download and deploy pre-tested operating system software patches.⁴
- 1.3.4 Review Clients Anti-Virus definitions and MotoPatch Software to ensure the Anti-Virus and MotoPatch are current as per Motorola's release.⁴
 - 1.3.4.1 System consists of Network Management Clients – 4, Dispatch Centers – 4, MCC7500 Operator Positions – 18
- 1.3.5 Present and receive approval for Maintenance tasks.

¹ SUA, SUAI, or SMA must be on Contract with Motorola to provide this Responsibility.

² Network Preventative Maintenance must be on Contract with Motorola to provide the coordination and the execution of the PM.

³ Technical Support Service must be on Contract with Motorola to be able to provide this Responsibility.

⁴ Network Security Monitoring and Security Update Service must be on contract with Motorola to provide this responsibility.



Council Agenda Background

PRESENTER: Roger Gibson, Police Chief

DATE: 01/14/14

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

ITEM:

Consider a resolution authorizing the City Manager to purchase an upgrade to the Live Scan fingerprinting system through Mentalix, in the amount of \$19,900, for the Detention Facility.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In November, 2013, the Police Department received notification that effective April 8, 2014, the Detention Facility's current Windows XP based Live Scan equipment will no longer be compliant with the FBI Criminal Justice Information Systems (CJIS) security policy. This was a decision made at the Federal level after reviewing the potential risks/hazards (electronic viruses) posed to CJIS via Windows XP based programs that will no longer be (software) supported.

The current Live Scan system was purchased in June 2008, at a cost of \$39,415. The replacement (at half the cost of the initial system) functions similar to the current model. The proposed system will digitally scan, capture, and transmit high-quality finger and palm print images. The system will scan both rolled and plain fingerprints and palm impressions and will automatically complete the following: measurement of image quality before acceptance, fingerprint classification, output of fingerprint cards, extraction of fingerprint features, automatic submission of Live Scan records into the State's Automated Fingerprint Identification System (AFIS), and will interface with the District Attorney's Electronic Case Filing System.

Since Live Scan is integrated with the State, it immediately compares the electronically submitted fingerprints against the FBI's extensive fingerprint database. This information is useful for future investigative purposes and also allows for identifying and detaining persons who are fugitives from other jurisdictions or who are wanted for other offenses.

Due to the untimely notification of the mandatory upgrade, this item was not budgeted for FY 2014. Should an upgrade to the Live Scan system not occur, the Detention Facility would have to revert back to the traditional ink and paper fingerprint process. This would not only affect efficiencies in processing incarcerated subjects, but also would remove the ability to immediately and positively identify incarcerated subjects.

The \$19,900 replaces and upgrades the computer, the scanner, and the printer to compatibility with Windows 7. The only components of the system that are not being upgraded/replaced are the monitor and the physical frame for the unit. Currently, Windows 7 is the latest operating platform for the Live Scan system; however, the upgrade will allow for future Windows platforms to be installed.

Each year, the Police Department budgets \$5,240 for the annual maintenance of the current Live Scan system. The upgraded system will come with a one-year full warranty; therefore, the annual maintenance budget amount will be applied to the cost of the upgrade.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase an upgrade to the Live Scan fingerprinting system through Mentalix, in the amount of \$19,900, for the Detention Facility.

FISCAL IMPACT:

The upgrade cost totals \$19,900. \$5,240 will be applied from the Detention Services Equipment Maintenance account and the remainder balance of \$14,660 will be covered through salary savings due to several vacancies within the Police Department.

ATTACHMENTS:

Resolution
Live Scan upgrade quote from Mentalix

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE AN UPGRADE TO THE LIVE SCAN FINGERPRINTING SYSTEM THROUGH MENTALIX, IN THE AMOUNT OF \$19,900, FOR THE DETENTION FACILITY.

WHEREAS, the City Council of Bedford, Texas determined a necessity to upgrade the current Live Scan equipment; and,

WHEREAS, the City Council of Bedford, Texas acknowledges the necessity of continuing to capture high quality finger and palm prints digitally.

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

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

SECTION 2. That the City Manager is hereby authorized to purchase an upgrade to the Live Scan fingerprinting system through Mentalix, in the amount of \$19,900, for the Detention Facility.

PASSED AND APPROVED this 14th day of January 2014, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Valid Until: January 31, 2014

Product Descriptions for Package 1

8.8-053013

Fed Submit 500P Upgrade

U-FS-500P-UPG

-For customers with existing Fed Submit Live Scan Systems who want to upgrade the live scan device to a Fed Submit L SCAN 500P palm print live scanner

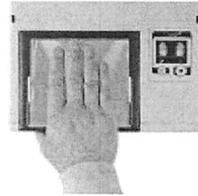
-Requires customer trade-in of existing live scanner when new live scanner is installed

-Existing Fed Submit software add-ons (e.g., FS Mug Shot, FS Admin) and existing integrations with AFIS or JMS/booking systems will be compatible and fully integrated with the upgraded system

-Upgrade includes:

- Fed Submit L SCAN 500P Live Scanner
 - Ten-print & palm print capture support
 - Easy to use, yet rugged enough for a law enforcement environment
 - 500 ppi FBI certification
 - 12.0 x 12.1 x 5.2 inches, 14.9 pounds
 - Accepts both flats & rolls, as well as upper palm, lower palm, & side/writers palm
 - AutoCapture feature automatically captures prints without requiring the user to press buttons
 - IEEE 1394 (FireWire) cable
 - One-year warranty included
- Fed Submit software upgrade
- PC upgrade (no trade-in of existing PC required)
- One Installation & Training visit

-Cabinet insert to fit Fed Submit L SCAN 500P available for customers with existing Mentalix ruggedized cabinet (sold separately)



Fed Submit Installation Services

A-FS-INST

-On-site system setup

-Includes travel expenses up to \$500; customer is responsible for travel-related expenses that exceed \$500. Mentalix will not charge these extra travel-related expenses for continental U.S. locations if services are scheduled at least two weeks in advance.

Limited-Time Promotional Upgrade Discount

Confidential - Prepared exclusively for Bedford Police Department

Valid Until: January 31, 2014

SUBTOTALS			
Products	Price	Qty	Total per Product
Entry-Level Palm Upgrade Option: Upgrade to 500p palm scanner, Dell Windows 7 Optiplex (i7 processor/8GB) system, FBI IAFIS IQS certified printer, Installation / no training, with 1 year maintenance – available thru end of year for \$19,900.			
Fed Submit 500P Upgrade	\$22,000.00	1	\$22,000.00
Fed Submit Installation Services	\$2,000.00	1	\$2,000.00
Limited-Time Promotional Upgrade Discount	(\$4,350.00)	1	(\$4,350.00)
Shipping			\$250.00
Package 1 Total			\$19,900.00

Confidential - Prepared exclusively for Bedford Police Department

Valid Until: January 31, 2014

1. This is a proposal only and confers no rights or obligations on either party. Rights to the usage of certain of Mentalix's products by Bedford Police Department will be accomplished by the issuance of a Purchase Order by Bedford Police Department, which will reference this proposal and would be subject to the terms and conditions contained herein.
2. All pricing information contained herein is confidential and only to be used by Bedford Police Department. Pricing is not for disclosure to outside parties without prior permission from Mentalix, Inc.
3. This proposal is valid until Friday, January 31, 2014, unless extended in writing by Mentalix.
4. Pricing for Mentalix products is attached herein.
5. All products and derivative works developed by Mentalix in connection with this proposal will remain the exclusive property of Mentalix. Bedford Police Department acknowledges receipt and acceptance of terms of the Mentalix Fed Submit End User License Agreement.
6. After Friday, January 31, 2014, prices are subject to change without notice.
7. Annual Maintenance includes one year of phone/e-mail/remote support (weekdays 8am-5pm Central Time Zone, excluding holidays) for Fed Submit software only, plus Fed Submit maintenance releases for the duration of the agreement. Mentalix can perform remote technical support – under the customer's initiation and control – for problem resolution and/or periodic maintenance procedures. Requires that customer has PC Anywhere V12.5 Host or installed LogMeIn client. Maintenance releases (designated by the minor identifier to the right of the version number decimal point) consist of problem corrections and updates.
8. Live Scan hardware maintenance covers depot repair/replacement of equipment for any problems that arise during normal, wear-and-tear use of equipment.
9. For customers who will be submitting data to Texas DPS: Texas DPS allows Internet submission of fingerprint records for most law enforcement agencies. However, Texas DPS restricts Internet submission to only certain qualifying agencies (consult your Texas DPS contact to determine whether your agency qualifies for Internet submission). Agencies that do not qualify for Internet submission are required by Texas DPS to use a dedicated line, firewall and router.
10. Fed Submit hardware products are only sold for use with Fed Submit software.
11. At this time, Mentalix does not sell hardware outside of North America.
12. All products are sold on a per-seat basis.
13. All prices listed are in U.S. Dollars. Prices are FOB Plano, Texas, and do not include any taxes which might be applicable.
14. Shipping costs are priced separately and are based on destination, quantity and equipment.