

AMENDED AGENDA

Regular Meeting of the Bedford City Council
Tuesday, September 23, 2014
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021

Conference Room Work Session 5:00 p.m. (Amended Time)
Council Chamber Work Session 5:15 p.m. (Amended Time)
Council Chamber Regular Session 6:30 p.m.

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

CONFERENCE ROOM WORK SESSION

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

COUNCIL CHAMBER WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Discussion regarding update of mosquito abatement program. (Amended Item)
- Present report on the 2014 City of Bedford Blues Fest.
- Presentation of monument sign options for Central Drive.
- Presentation addressing the traffic concerns at Bell Manor Elementary School.
- Overview of the proposed Distracted Driving Ordinance.

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to "Project Flamingo."
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1RB, Bedford Meadows Shopping Center.
- c) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation regarding 533 Bedford Road.
- d) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – Chandra Gupta
- e) Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – Restaurants with alcohol sales in violation of Section 10.06 "Annual reporting requirements for authorized restaurants with alcohol sales" of the City of Bedford's Code of Ordinances.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Rev. Melvin E. Brown, Cathedral of Faith Church of God in Christ)

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS/UPCOMING EVENTS

OPEN FORUM

(The public is invited to address the Council on any topic that is posted on this agenda. Citizens desiring to speak on Public Hearing(s) must do so at the time the Public Hearing(s) are opened. In order to speak during Open Forum a person must first sign in with the City Secretary prior to the Regular Session being called to order. Speakers will be called upon in the order in which they sign in. Any person not signing in prior to the commencement of the Regular Session shall not be allowed to speak under Open Forum. Further, Open Forum is limited to a maximum of 30 minutes. Should speakers not use the entire 30 minutes Council will proceed with the agenda. At the majority vote of the Council the Mayor may extend the time allotted for Open Forum.)

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Proclamation recognizing October 2014 as Fire Prevention Month in the City of Bedford.
2. Proclamation recognizing October 2014 as Crime Prevention Month in the City of Bedford.
3. Proclamation recognizing October 7, 2014 as the official day for National Night Out in the City of Bedford.

APPROVAL OF THE MINUTES

4. Consider approval of the following City Council minutes:
 - a) September 9, 2014 regular meeting

NEW BUSINESS

5. Public hearing and consider an ordinance amending Ordinance 14-3082 for the property known as Lot CR, Block 4, Bedford Forum Addition, located at 3737 Airport Freeway, Bedford, Texas, from Heavy Commercial/Amended Specific Use Permit/New & Used Cars & Truck Sales/Service, allowing for Used Car Sales, Mac Churchill Auto Mall, to Heavy Commercial/Amended Specific Use Permit/New & Used Cars & Truck Sales/Service/Flag Poles, for an amended site plan to add two flag pole structures to be 80 feet in height for two 20 x 30 foot sized flags. The property is generally located north of State Highway 183 and east of State Highway 121. (Z-255)
6. Public hearing and consider an ordinance amending Planned Unit Development Ordinance No. 106, specific to amending the Bedford Forum Land Use Plan Development (PUD) Standards, Section II. Site Plan, for the properties located within the Bedford Forum, specifically for the properties known as Lot 1A, Block 4A, Bedford Forum Addition, located at 3304 Commerce Place, Bedford, Texas, and Lot FR2, Block 4, Bedford Forum Addition, located at 2022 Plaza Drive, Bedford, Texas, to allow for Nursing, Rest & Convalescent Homes, specifically allowing for a Meridian Skilled Nursing Facility. The properties are generally located south of Bedford Road and east of State Highway 121. (Z-256)
7. Consider an ordinance amending the City of Bedford Code of Ordinances Appendix A – Schedule of Fees, by updating fees imposed by the City; containing a savings clause; repealing all ordinances in conflict herewith; and providing for an effective date.
8. Consider an ordinance amending the schedule of water rates by amendment of Section 1., Ordinance No. 13-3070; providing a repealing clause; providing a severability clause; and declaring an effective date.
9. Consider an ordinance amending the schedule of sewer rates by an amendment of Section 1., Ordinance No. 13-3071; providing a repealing clause; providing a severability clause; and declaring an effective date.

10. Consider an ordinance amending the City of Bedford Code of Ordinances, Chapter 114 by adding a new Article X “Use of Portable Electronic Devices while Operating a Motor Vehicle Prohibited;” repealing conflicting ordinances; providing a penalty clause; providing a severability clause; and providing an effective date.
11. Consider a resolution authorizing the City Manager to enter into a one-year agreement between the City of Bedford, Texas and Motorola Solutions, Inc. in the amount of \$254,816.48 for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager. The grand total of \$254,816.48 will be divided equally, with one-sixth, or \$42,469.42 being paid by each member city.
12. Consider a resolution authorizing payment to the City of North Richland Hills, in the amount of \$23,093.94, to provide continuous maintenance for subscriber radios and auxiliary equipment.
13. Consider a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Hurst for the space sharing arrangement of a police sub-station.
14. Consider a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Hurst for a shared Mental Health Coordinator position.
15. Consider a resolution authorizing the City Manager to amend an interlocal agreement with the City of Fort Worth for the collection and disposal of household hazardous waste for Bedford households at the permanent collection site from October 1, 2014 to September 30, 2015.
16. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Shelter Advisory Board - Councilmember Fisher
 - ✓ Beautification Commission - Councilmember Turner
 - ✓ Community Affairs Commission - Councilmember Boyter
 - ✓ Cultural Commission – Councilmember Champney
 - ✓ Library Board - Councilmember Davisson
 - ✓ Parks & Recreation Board - Councilmember Davisson
 - ✓ Teen Court Advisory Board - Councilmember Farco

17. Council member Reports

18. City Manager/Staff Reports

EXECUTIVE SESSION

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- d) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – Chandra Gupta
- e) Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – Restaurants with alcohol sales in violation of Section 10.06 “Annual reporting requirements for authorized restaurants with alcohol sales” of the City of Bedford’s Code of Ordinances.

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

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

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: **Friday, September 19, 2014 at 5:00 p.m.**, and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

(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.)

Date Notice Removed



Council Agenda Background

PRESENTER: Wendy Hartnett, Special Events Manager

DATE: 09/23/2014

Work Session

ITEM:

Present report on the 2014 City of Bedford Blues Fest.

City Manager Review: _____

DISCUSSION:

Staff will present a wrap-up report on the 2014 City of Bedford Blues Fest.

ATTACHMENTS:

Presentation



August 29 – August 31, 2014

OVERALL GOALS

- Increase hotel usage
- Provide a community event
- Foster economic growth
- Encourage citizen involvement
- Produce a phenomenal festival that enhances the image of the City of Bedford



MISSION

To continue the popular Bedford BluesFEST with a twist - the BBQ cookoff. This would include a venue where Texas BBQ and music lovers of all demographics can gather to enjoy the Blues and Texas Country.

The event will focus on community enrichment as well as enhancing the image of our city.



Bedford Blues & BBQ

Just as the City of Bedford benefits from strong partnerships with local businesses and organizations, these businesses also benefit when they are highly engaged with Bedford events. Sponsoring the Bedford Blues & BBQ Festival provides high profile exposure, allowing organizations to reach community leaders, businesses and families throughout the North Texas region.

BEDFORD BLUES & BBQ LABOR DAY WEEKEND FESTIVAL

Thanks to our sponsors!



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Healing Hands. Caring Hearts.™



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ADVERTISING & MEDIA

The 2014 Bedford Blues & BBQ Festival public relations campaign generated more than 15.3 million print, broadcast and online impressions at a CPM of \$0.78.

- **Fox 4's Good Day** 3 Minute Segment with BBQ Competitor
- **Fort Worth Star Telegram** Insert & Article
- **Culture Map Dallas** article covering BBQ Competition
- **WBAP** on-site morning show with “Harvey the RV”
- **Dallas Observer** article featuring Robert Cray Interview
- **KNON** advertising and artist phone interviews
- Advertising on various radio stations; including WBAP, KNON, 95.9 The Ranch, 92.1 Hank FM and 1080 KRLD
- Digital Billboards

Bringing Visitors to Bedford

Online Ticket Sales	\$39,932.62
All other cities	80.30%
Bedford	13.95%
Hurst	1.46%
Eules	4.12%

Type	Total	Percentage of Bedford Resident Participation
Food Vendors	19	10.53%
Artisan	29	7.14%
Backyard BBQ	23	23.33%
BBQ Class	70	2.86%
BBQ Judge	91	2.20%
BBQ Team	76	2.63%

Bedford Blues & BBQ

- **Statistics**

- 29 Art & Craft Vendors
- 19 Food Vendors (10 Specializing in BBQ)
- Online packages continued, including VIP package
- More incentives for purchasing online
- Positive image for the City of Bedford
- Estimated attendance 16,500
- \$67,750 in cash sponsorships



BRING ON THE BBQ

- **BBQ Statistics**

- 76 Teams

- State Championship continued

- Automatic Qualifier to World Food Competition and The Jack

- Added camper option to online choices

- 9th in the nation out of 450 contests

- Parks department constructed & managed two sections of “BBQ town”

KCBS Meals Mission

100KCBS 
MEALS MISSION

FOOD DRIVE
\$1 Off General Admission
with Donation of
Non-Perishable Food Items

 **CITY OF BEDFORD**
Discover the Center




Tarrant Area FOOD BANK
FIGHTING HUNGER IN 13 COUNTIES

 **DOING THE MOST GOOD™**

- 291lbs of cooked BBQ donated by the City of Bedford's Blues & BBQ Festival to 6Stones & the Tarrant Area Food Bank
- A national BBQ donation effort to cook and distribute more than 100,000 meals throughout America



BBQ EVENTS

- Friday’s Backyard BBQ Competition
 - Amateur contest targeted to local enthusiast
 - Featured “Backyard Judges Experience”
- Saturday’s People’s Choice Competition
 - Adjusted the time
 - Continued incentives
 - Increased onsite pricing to \$12 for 10
 - Increased revenue by 19% to \$7,336
- Sunday’s Battle of the BBQ Competition
 - Adjusted the time
 - Increased onsite pricing \$12 for 10
 - Increase revenue by 5% to \$1,080



SPECIALTY SEATING OPTIONS

- Continued the specialty seating options
 - Simplified ticket features
 - Party Tent seats
 - 152 Friday
 - 182 Saturday
 - 230 Sunday
 - Reserved seats
 - 59 Friday
 - 105 Saturday
 - 205 Sunday
 - VIP seats
 - 16 weekend
 - \$1,944 sold onsite
 - Continued bundles that include weekend packages with parking and absorbed new pricing fees



Bedford Blues & BBQ

	2009	2010	2011	2012	2013	2014
Revenue	\$222,966	\$184,530	\$213,612	\$212,386	\$238,886	\$229,547
Expenses	\$442,292	\$314,582	\$364,074	\$352,294	\$361,342	\$360,438
Cost Recovery	50.41%	58.66%	58.67%	61.03%	66.11%	63.69%

CHALLENGES & CHANGES

- Friday night BBQ Activities
- Highway construction – continued
- Logistics due to loss of the whole old library facility
- Maximize venue space – food court
- Retained & build relationships with sponsors
- Decentralize wristband pickup

LOOKING FORWARD

- Increase attendance
- Add more sponsors
- Streamline parking lot partner procedures
- Enhance BBQ events/music events
- Survey attendees for feedback
- Look into additional revenue streams
 - Kids Que
 - BBQ Expo
 - Tiered pricing for artisans
- Mix up Friday night to evaluate a different genre of music.

Bedford Blues & BBQ



Questions?



Council Agenda Background

PRESENTER:

Mirenda McQuagge-Walden, Managing
Director
Jim Tharp, Principal Oxley Williams Tharp
Architects

DATE: 09/23/14

Work Session

ITEM:

Presentation of monument sign options for Central Drive.

City Manager Review: _____

DISCUSSION:

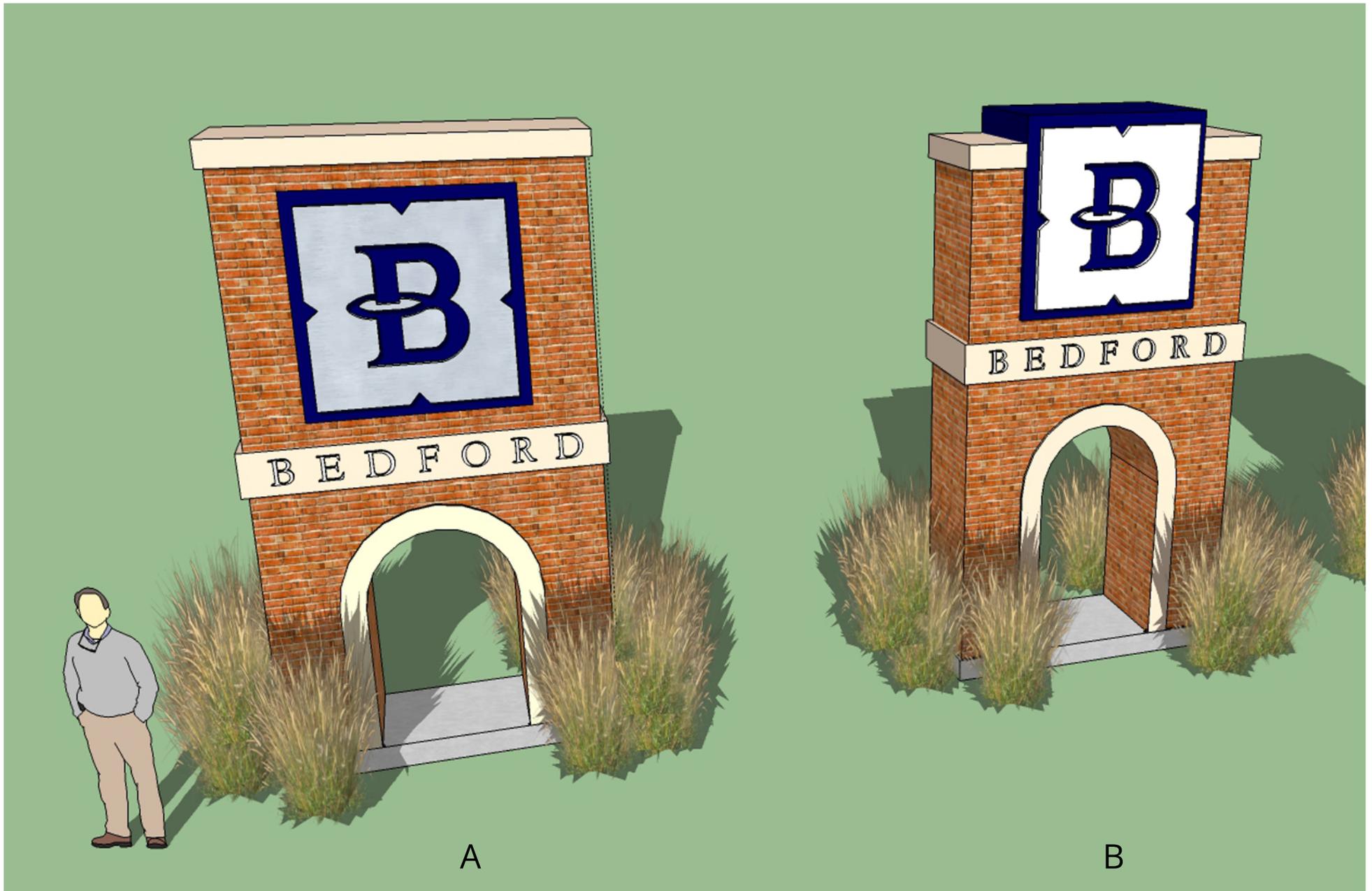
On Tuesday, August 26, 2014, the City Council discussed monument sign options at Central Drive. Council's feedback consisted of the following:

- Possibility and cost of a monument sign that was digital on only one side,
- Designs that were more substantial, elegant and made more of a statement,
- Negotiations with Bluebonnet Contractors to determine if the sign budget can be increased.

In response to the feedback, staff worked with Jim Tharp to develop several monument designs. Mr. Tharp will be at the meeting to discuss the various design options. In addition, Bluebonnet agreed to pay a lump sum of \$25,000 for the two monument signs at the Central Drive intersection. This is an increase of \$3,500 per sign. It is also possible to have a monument sign that is digital on just one side, and such a design would reduce the digital component cost of the sign by half.

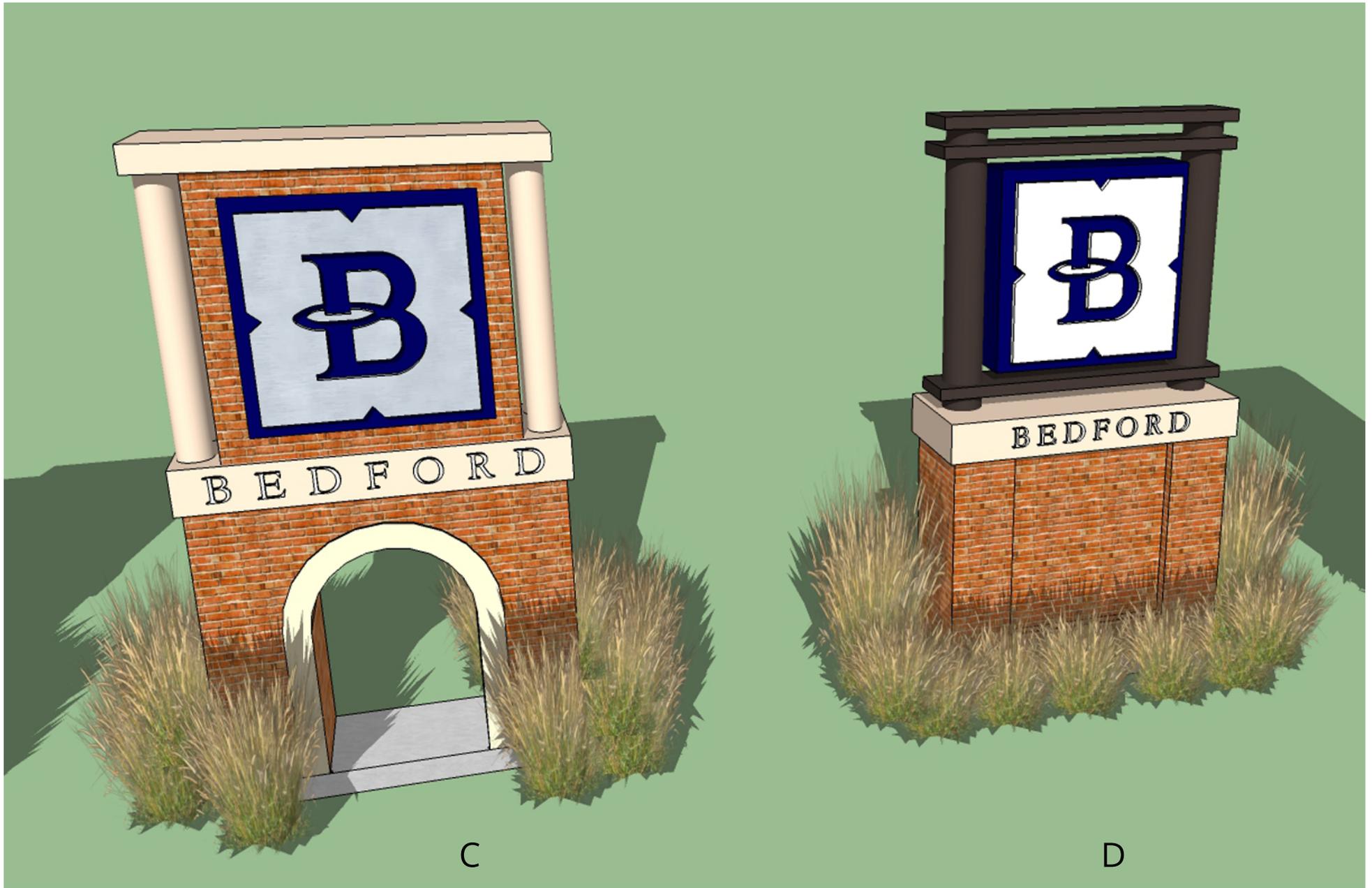
ATTACHMENTS:

Design Options



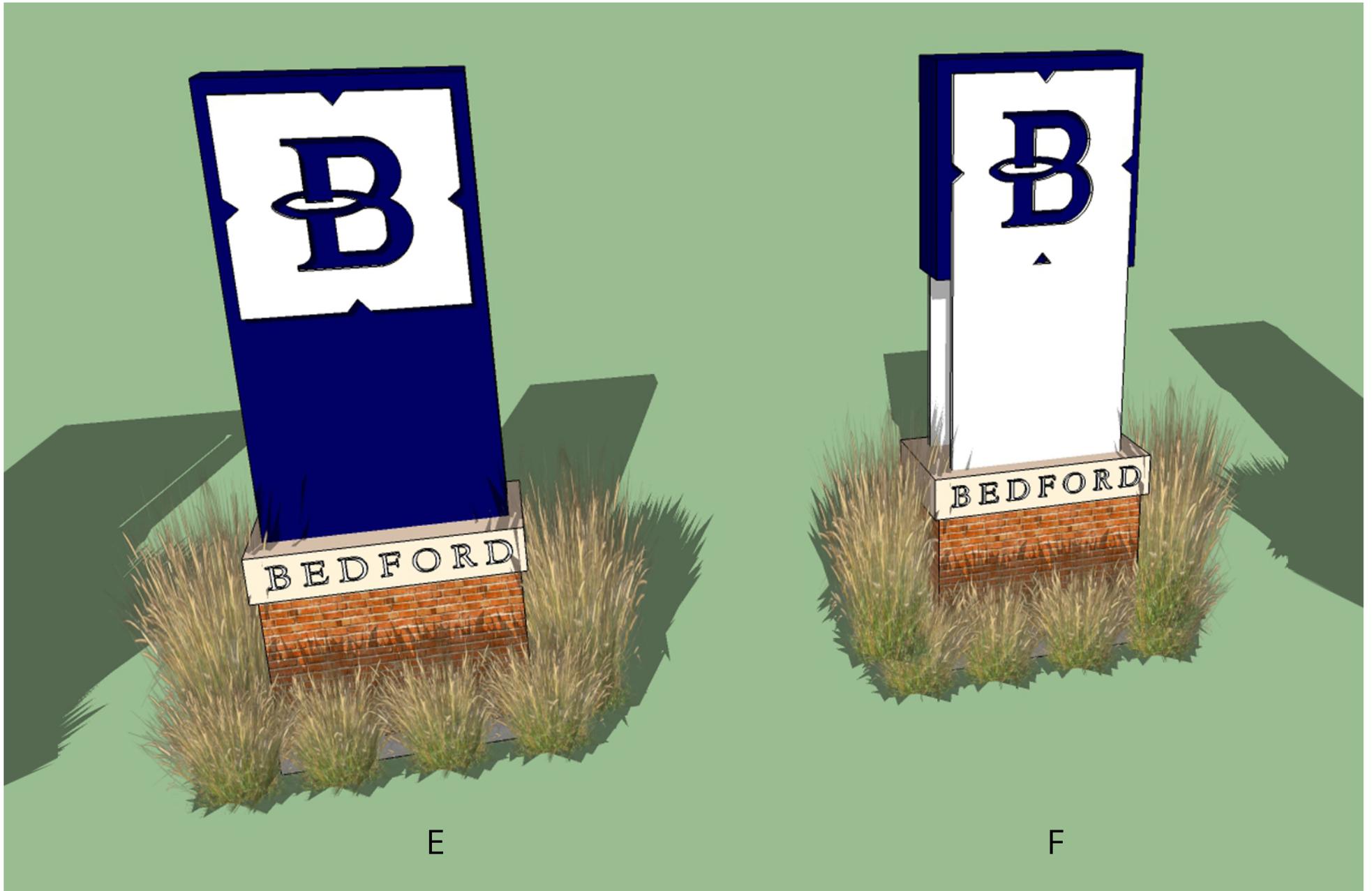
ENTRY SIGNS





ENTRY SIGNS





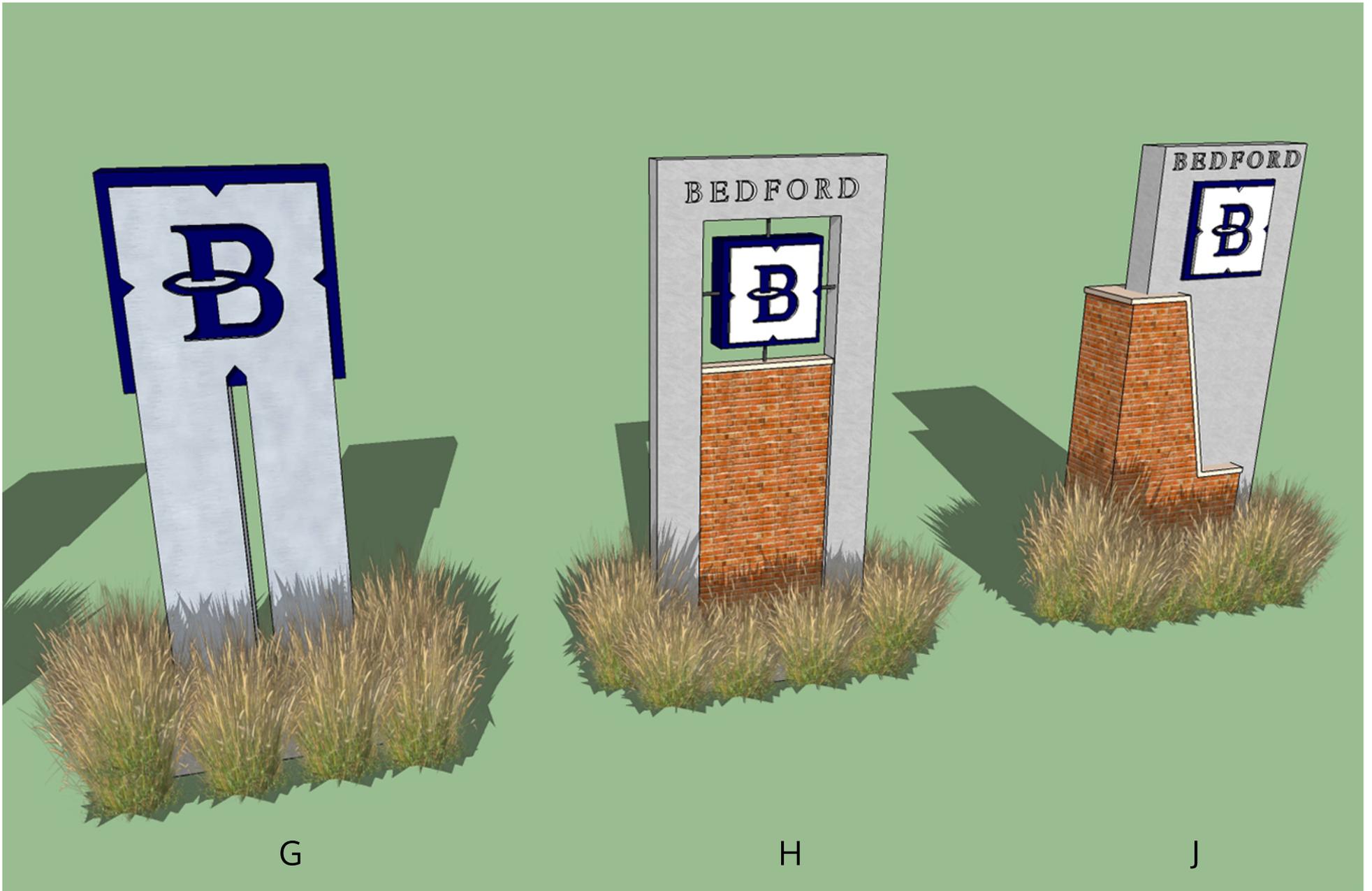
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F



ENTRY SIGNS





G

H

J



ENTRY SIGNS





Council Agenda Background

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

DATE: 09/23/14

Work Session

ITEM:

Presentation addressing the traffic concerns at Bell Manor Elementary School.

City Manager Review: _____

DISCUSSION:

Bell Manor Addition was developed in 1966 according to the record drawings on file at Public Works. Schumac Lane was constructed soon thereafter. The construction plans show that Schumac Lane was to be 41' from back of curb to back of curb. Winchester Way was to be 31' from back of curb to back of curb. The additional width on Schumac Lane could allow for left-turning movements without impacting the through flow of traffic. However, Schumac was never striped to address the additional width.

The Bell Manor Elementary School was opened in 1969. Many of the homes in this area were constructed in the early 1970's. Soon after completion of the homes in the area, complaints regarding the flow of traffic began. Records on file at Public Works show that changes were made to the intersection as follows:

- 1) 1973 – Schumac Lane was installed with stop signs creating a 4-way stop intersection. This would facilitate the pedestrian traffic entering Bell Manor Elementary from Schumac Lane.
- 2) 1988 – Winchester Way was designated a “No Parking” zone on the east side of the street south of Schumac Lane to Memphis Drive.
- 3) 1994 – Schumac Lane posted speed limit was changed to 20 mph. This would facilitate the pedestrian traffic along the street feeding Bell Manor Elementary and St. Vincent’s Episcopal School.
- 4) 2002 – Schumac Lane at Central Drive signalization was modified such that a flashing red/yellow beacon was added to assist in the existing stop sign on Schumac Lane.
- 5) 2004 - Schumac Lane at Central Drive signalization was modified such that a full operating signal light was added to replace the 2-way stop at Schumac Lane.
- 6) 2013 – Bell Manor Elementary School changed the drop-off and pick-up times. This change in times created significant traffic congestion. City staff worked with the Principal to change the traffic patterns on their site to reduce the confusion and congestion caused by the drop-off and pick-up changes.

Staff has again received complaints from citizens on Schumac Lane that the traffic patterns are not functioning well. It was observed that during the peak traffic times at the school that the vehicles are not queuing properly for the safe flow of traffic. Based upon field surveys and on-site observations, staff proposes to make the following changes:

- 1) Stripe the pavement on Schumac Lane to create turn lanes into Bell Manor Elementary School.
- 2) Add signage indicating that the west-bound traffic on Schumac Lane is channeled into two lanes. The right lane will be designated as “Right Lane Must Turn Right.” The left lane will be designated as “Left Turn or Straight.”
- 3) Add signage indicating that the east-bound traffic on Schumac Lane is channeled into two lanes. The left lane will be designated as “Left Lane Must Turn Left.” The right lane will be

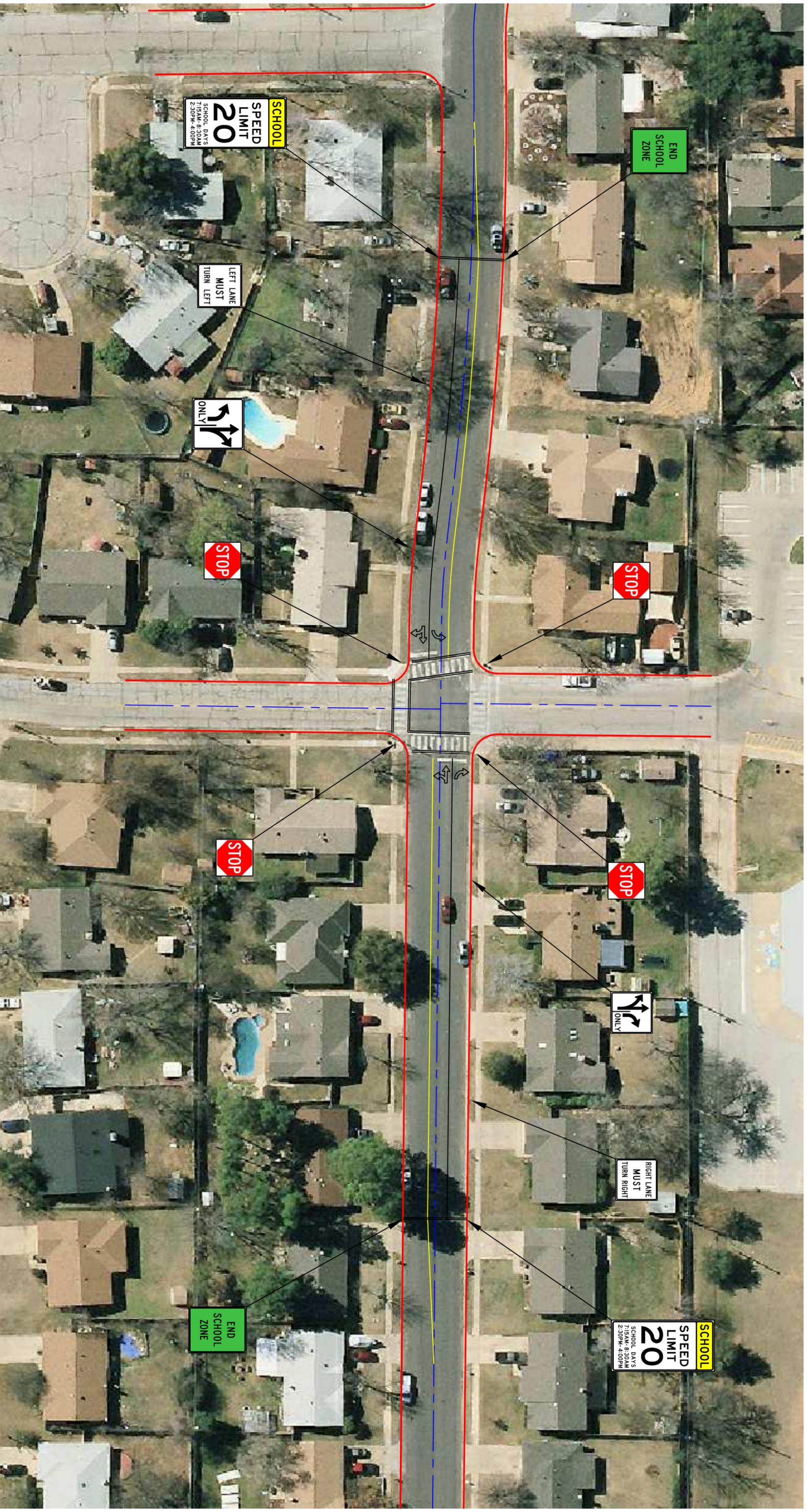
designated as “Right Turn or Straight.”

- 4) There is no need for “No Parking Zones” with this proposed configuration.

The total funding for the project is projected to be less than \$2,000. This amount includes yellow and white painted stripes, signs for the lane designations, and the installation of the poles and signs as required by the State. Funding would come from the Signs Fund.

ATTACHMENTS:

Lane Stripe Plan



SCHOOL
SPEED
LIMIT
20
SCHOOL DAYS
7:15AM-8:30AM
2:30PM-4:00PM

**END
SCHOOL
ZONE**

LEFT LANE
MUST
TURN LEFT

ONLY

STOP

STOP

STOP

STOP

ONLY

RIGHT LANE
MUST
TURN RIGHT

**END
SCHOOL
ZONE**

SCHOOL
SPEED
LIMIT
20
SCHOOL DAYS
7:15AM-8:30AM
2:30PM-4:00PM



Council Agenda Background

PRESENTER: Roger Gibson, Police Chief

DATE: 09/23/14

Work Session

ITEM:

Overview of the proposed Distracted Driving Ordinance.

City Manager Review: _____

DISCUSSION:

The proposed ordinance is a complete ban on using a cell phone or “portable electronic device” while operating a motor vehicle upon a public street. The ordinance defines “Portable Electronic Device” as cell phones, tablets, laptops, and handheld games.

Statistical data reflects a significant correlation between cell phone use while driving and an increase in motor vehicle accidents. A study conducted by the National Highway Traffic Safety Administration (NHTSA) shows that a person is 23 times more likely to be involved in a crash or near crash by looking away from the forward roadway for just two seconds, a risk that is comparable to driving with a blood alcohol content level of 0.15. Another NHTSA report shows that while texting the average person’s eyes are off the road for five seconds. At 55 miles per hour, those five seconds equate to traveling the length of a football field while blindfolded.

In 2012, there were 3,328 people killed in distracted driving accidents. While exact statistics and specifications may vary, all studies reveal that distracted driving, specifically while using a portable electronic device, poses a significant threat to the health and safety of the public.

The intention of the ordinance is to prohibit drivers from interacting with any electronic device in their hands, whether it is viewing, typing, or talking, while operating a motor vehicle upon a public roadway. As such, the offense section simply provides that “a person may not use a portable electronic device while operating a motor vehicle upon a public street or highway.”

The types of actions that are considered “use” in the ordinance are as follows:

- viewing the display screen of a portable electronic device;
- holding a portable electronic device in a position to talk into or listen on; or
- manipulating a portable electronic device by interacting with its display screen or pushing any button to enter text, dial numbers, or to engage in any other function

The proposed ordinance does not prohibit a driver from using a GPS device affixed to the car, a hands-free device, or a cell phone for emergency purposes.

State Law Preemption

Texas is one of only a few states that does not have a ban on texting while driving. Legislation prohibiting texting while driving was introduced during the last two legislative sessions. In 2011, the 82nd legislature passed a texting while driving ban, but it was vetoed by Governor Perry. In 2013, a no-texting ban was introduced, but did not make it out of committee. If a State law is eventually adopted, it will preempt all local ordinances. As such, the longevity of the proposed ordinance may depend on the State Legislature.

Enforcement

In an attempt to ease the challenges of enforcement, the proposed ordinance negates any element of intent. In other words, it does not require proof of what a person was actually doing on a

portable electronic device.

ATTACHMENTS:

Presentation

BEDFORD POLICE



Distracted Driving Ordinance Proposal

STATISTICS

National Highway Traffic Safety Administration

- A driver is 23 times more likely to be involved in a motor vehicle accident if they look away from the forward roadway for just 2 seconds
 - This is comparable to driving with a Blood Alcohol Content of 0.15
- The average driver's eyes are off the road while texting *for five seconds*
 - At 55 mph, those 5 seconds equate to traveling the length of a football field while blindfolded

STATISTICS

- 11% of all drivers under 20 years of age, involved in fatal accidents, were reported as distracted
- In 2012, there were 3,328 people killed in distracted driving accidents

NATIONAL ENFORCEMENT

- 13 States ban all use of handheld devices while driving
- 31 States ban texting while driving
- Texas is one of 6 states that currently does not have a state law prohibiting distracted driving, except under certain circumstances

TEXAS LAW

PROHIBITED

- A person operating a motor vehicle within a school crossing zone
- A person operating a passenger bus with a minor passenger
- A person under 18 years of age using a wireless communication device while driving

EXCEPTIONS

- The vehicle is stopped, or
- The wireless communication device is used with a “hands-free device”

AFFIRMATIVE DEFENSE

- Emergency calls to an emergency response service, hospital, health clinic/doctor’s office, hazardous material response service, or an individual to administer first aid

TEXAS MUNICIPALITIES

- Currently at least 38 Texas cities have adopted some form of a distracted driving ordinance
- 8 ban texting only
- 29 ban all cell phone use (with some exceptions)
- Unable to get clarification from 1 city
- Cities with ordinances include Arlington, Austin, Denton, El Paso, Farmers Branch, Galveston, Grand Prairie, and San Antonio

PROPOSED BEDFORD ORDINANCE

INTENT

- Prohibit drivers from interacting with any electronic device in their hands (viewing, typing, talking) while operating a motor vehicle upon a public roadway

ORDINANCE PROVISION

- “A person may not use a portable electronic device while operating a motor vehicle upon a public street or highway.”

ACTIONS CONSIDERED “AS USE”

- Viewing the display screen of a portable electronic device
- Holding a portable electronic device in a position to talk into or listen on
- Manipulating a portable electronic device by interacting with its display screen or pushing any button to enter text, dial numbers, or to engage any other function

DEFINITION

PORTABLE ELECTRONIC DEVICE

- “Any handheld wireless communication device, laptop computer, tablet, media player, handheld gaming device, or any electronic device capable of displaying text-based communications, games, pictures, or video.”

DEFENSE TO PROSECUTION

- While the vehicle is stopped, out of the moving lanes of the roadway
- As a global positioning or other navigation system that is affixed to the vehicle
- Solely as a hands-free device
- To obtain emergency assistance at a traffic accident
- To communicate with emergency responders in an attempt to prevent injury to a person or property
- To communicate with reasonable belief that a person's life or safety is in immediate danger



QUESTIONS?



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 09/23/14

Council Recognition

ITEM:

Proclamation recognizing October 2014 as Fire Prevention Month in the City of Bedford.

City Manager Review: _____

DISCUSSION:

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

The Fire Department will host an Open House with live demonstrations and citizen interaction at the Central Fire Station, Saturday, October 18, 2014 from 10:00 a.m. until 2:00 p.m. They will present fire safety and fire prevention programs in the schools throughout the month of October. A fire prevention poster contest will follow at the end of October, allowing over 4,000 students to enter and illustrate what they have learned from the programs.

The national fire prevention theme for 2014 is "Working Smoke Detectors Save Lives: Test Yours Every Month."

Deputy Chief Bobby Sewell will be accepting the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

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

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

WHEREAS, the 2014 Fire Prevention theme, "Working Smoke Alarms Save Lives: Test Yours Every Month", effectively serves to remind us all of the simple actions we can take to keep our homes and families safe from fire during Fire Prevention Month and year-round; and

WHEREAS, citizens are invited to the Bedford Fire Department's Open House, Saturday, October 18, 2014, 10 a.m. until 2 p.m. at the Central Fire Station with life and fire safety demonstrations, preparedness and prevention information, and fun for the whole family.

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

Fire Prevention Month

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

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
23rd day of September, 2014.*

JIM GRIFFIN, MAYOR




Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 09/23/14

Council Recognition

ITEM:

Proclamation recognizing October 2014 as Crime Prevention Month in the City of Bedford.

City Manager Review: _____

DISCUSSION:

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

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

Police Chief Roger Gibson will be accepting this proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

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

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

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

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

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

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

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

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

Crime Prevention Month

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

In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this 23rd day of September, 2014.

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 09/23/14

Council Recognition

ITEM:

Proclamation recognizing October 7, 2014 as the official day for National Night Out in the City of Bedford.

City Manager Review: _____

DISCUSSION:

The 31st Annual National Night Out is a unique, inexpensive crime/drug prevention event that is scheduled for Tuesday, October 7, 2014.

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

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

Police Chief Roger Gibson will be accepting the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

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

WHEREAS, the 31st annual National Night Out Against Crime is a nation-wide event designed to promote neighborhood safety; and

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

WHEREAS, on October 7, neighborhoods across Texas will turn on porch lights in observance of National Night Out.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim October 7, 2014, as:

National Night Out

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

In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this 23rd day of September, 2014.

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 09/23/14

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) September 9, 2014 regular meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

September 9, 2014 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 4:00 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 9th day of September, 2014 with the following members present:

Jim Griffin
Michael Boyter
Ray Champney
Jim Davisson
Steve Farco
Roger Fisher
Roy W. Turner

Mayor
Council Members

constituting a quorum.

Staff present included:

Beverly Griffith
David Miller
Stan Lowry
Michael Wells
Cliff Blackwell
Chuck Carlisle
Bill Cooper
Natalie Foster
Roger Gibson
Tom Hoover
Meg Jakubik
Mirenda McQuagge-Walden
Maria Redburn
Bill Syblon
James Tindell

City Manager
Deputy City Manager
City Attorney
City Secretary
Administrative Services Director
Risk and Contract Services Manager
Deputy Director of Information Services
Marketing Specialist
Police Chief
Public Works Director
Assistant to the City Manager
Managing Director
Library Director
Development Director
Fire Chief

WORK SESSION

Mayor Griffin called the Work Session to order at 4:00 p.m.

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

This item was discussed after the second Work Session item.

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

Public Works Director Tom Hoover presented information regarding Item #8, which is to add a bridge railing on Forest Ridge Drive. The one on the east side was damaged the previous year and replaced. Money was set aside to make the railing on the west side compliant with TxDOT requirements. Proposals were sent out and three quotes were received, including one from a Historically Underutilized Business. The lowest cost proposal was submitted by Vann/Elli to put in a new concrete parapet wall with a railing. In answer to questions from Council, Mr. Hoover stated that there are funds in the current budget for this project; that Vann/Elli is not the same contractor that installed the other railing; and that they are piggybacking off of another entity's contract.

Administrative Services Director Cliff Blackwell presented information regarding Item #10, which is for approval of the City's Investment Policy. State law requires that the governing body review and approve the Policy yearly. A presentation was made at the last Council meeting on the Public Funds Investment Act and how it relates to the Policy. The highest priorities are safety, liquidity, marketability, diversification and finally yield. Changes to the Policy include adding the Managing Director position to the list of investment officers, adding that position to the Investment Committee, and changing language on calculating the market value of the portfolio from the Wall Street Journal to "recognized sources."

- **Discussion of various implementation strategies for the Central Bedford Development Zone (Bedford Commons).**

Development Director Bill Syblon stated that a meeting has been scheduled for October 14 to receive feedback from the public on the Bedford Commons. Since the last work session, there has been talk at the staff level that it was good time to discuss the next steps. They are in the process of creating the designs standards for the Commons to lay the ground rules.

Jay Narayana with Gateway Planning stated that this is a continuation of the discussion at previous work sessions. She displayed the original vision plan that was adopted by Council in 2013. Since that time, the vision has been refined and there has been discussion on a preliminary regulatory framework. She stated that they needed to make sure that the development standards match the vision and relaying them to private development. She discussed the City acting as a master developer, including creating the rules and the City's role in the infrastructure. She further discussed letting the market drive the decisions and figuring out the financial tools available to the City. She stated that that the goal of this meeting is to discuss two of these tools: a Public Improvement District (PID) and Tax Increment Financing and Tax Increment Reinvestment Zones (TIF/TRZ).

Ms. Narayana discussed a PID, which is managed and administered by a City entity. It depends on an increased tax rate agreed to by the property owners and can be used for such things as parks, parking garages, landscaping, arts, and capital improvements. Many property owners would need to get on board, which may be more difficult from a political standpoint; however, there is low financial risk to the City due to the additional assessment that goes towards the bonds to fund infrastructure. She discussed that the new infrastructure will raise the base value of properties. In answer to questions from Council, City Attorney Stan Lowry stated that the process for creating a PID could be initiated by 50 percent of the property owners or imposed by the Council. In answer to questions from Council, Ms. Narayana stated that the additional taxes would only be applicable to those properties in the PID and would affect both residential and commercial properties.

Ms. Narayana discussed a TIF, which takes a portion of the increased valuation from infrastructure and development, and creates a mechanism to use future revenue to fund current infrastructure improvements. It is usually set to 20 or 30 years, while a PID runs through the life of the property. The base tax value is frozen and everything beyond the rate goes into a separate fund. Once it sunsets, the value goes to the General Fund. It can be applied to projects outside of the TIF. She stated that it is not an additional tax nor an abatement or rebate of taxes. Steps in creating a TIF include defining a boundary, measuring potential development and redevelopment, looking at infrastructure needs including a phasing plan and matching revenues to spending, a public hearing, and creating a board. She discussed an incentive policy to match financial tools to developers and using City-owned property as a catalyst.

Ms. Narayana reviewed a tentative timeline, including the public meeting on October 14, joint work sessions with the Planning and Zoning Commission in November and December, formal hearings and adoption in the first quarter of 2015, a feasibility assessment of financing tools, and finally, formal creation once the zoning is in place. There was discussion on combining financing tools; additional funding from tourism and development; creating different packages for developers; matching the financing tool to the right infrastructure; that one financing source could not fund everything; creating a PID within a TIF; treating like properties the same; residual benefits from enhanced development; that the General Fund guarantees the TIF debt, while PID bonds stand alone; funding specific development related improvements geared towards one area; taking the creation of a TIF to the voters; the

Commons being in the fastest growing area in the country; and the Cultural District being an enhancement. In answer to questions from Council regarding an impact study of increased population, density and visitors on the City's infrastructure, Ms. Narayana stated that the next step in looking at the feasibility of the tools is to have qualitative information based on the Vision, and quantifying the potential development, increased valuation, and infrastructure needs. There was discussion on the October 14 meeting, including that there will be an explanation of the zoning tool including its predictability and flexibility, how it implements the Vision, and if it is consistent with expectations; having images in the code to show the intent and character of the development as well as criteria and images for guidance; seeking public input; that it would be an open house with maps and a brief presentation; the public's expectation of the finished product; funding mechanisms and having different scenarios to present; vetting implementation scenarios with the Council and developers; that the meeting would be focused on zoning tools; and that staff has met with the businesses in the Commons and prospective developers. Mr. Lowry stated that financing options and scenarios are difficult to do at this point; that what is packaged to developers would dictate public improvements; and that PIDs and TIFs cannot pay for private infrastructure. There was further discussion on receiving Council's blessing on performing the financial analysis.

Mayor Griffin adjourned the Work Session at 5:01 p.m.

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to "Project Flamingo."**
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1RB, Bedford Meadows Shopping Center.**

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations relative to "Project Flamingo"; and Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1RB, Bedford Meadows Shopping Center, at approximately 5:10 p.m.

Council reconvened from Executive Session at 6:01 p.m.

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

Mayor Griffin reopened the Work Session at 6:02 p.m.

Assistant to the City Manager Meg Jakubik presented information regarding Item #3, which is to adopt the budget and set the tax rate. The maximum tax rate the Council will consider is the current tax rate. Council discussed a monument sign in the southern part of the City based on citizen requests and considering it in the overall discussion on monument signs. Council discussed increasing the amount going to 6Stones for the Community Powered Revitalization (CPR) program by \$15,000; the program recently being rolled out in Watauga and Haltom City; the threshold for participation in other cities being \$25,000 for support and \$35,000 for reimbursements; the City needing to increase its participation for the program to have the impact it is designed to have; that 26 houses in Bedford have been part of the program; estimates showing the investment in the City exceeding the costs; and amending the 380 agreement with 6Stones. There was discussion on paying for items out of the remaining balance or out of the surplus. In answer to questions from Council regarding the Bedford Commons, it was stated that there is nothing in the proposed budget allocated for the project; that it would be addressed later and a determination made if the budget would need to be adjusted or if it could be absorbed in Operations or other funding; and that \$28,000 has gone to Gateway Planning and \$75,000 to Kimley-Horn for the project. In regards to a new Code Compliance vehicle, Police Chief Roger Gibson stated that the Department will keep a ¾ ton truck to expedite activity on the highway and for towing the portable tower; and that they are comfortable with a ½ ton truck for Code, which would save approximately \$4,000. In regards to the multi-family inspector, the fee will cover the entire

cost of the inspector and a portion of the truck the first year, and the entire cost of the inspector will be recouped starting in the second year. In regards to a GapVax vehicle, Public Works Director Tom Hoover stated it is a hydraulic excavator, which has a larger capacity and can clean out larger diameter sewer mains; and that the jet truck in the unfunded supplementals would have replaced a smaller vehicle that services smaller lines. In regards to the Old Bedford School (OBS) centennial celebration, Managing Director Mirenda McQuagge-Walden stated that staff would solicit sponsors but not charge admission. In regards to replacing windows and tuckpointing the brick at the OBS, Risk and Contractual Services Manager Chuck Carlisle stated that there are problems with moisture coming in from the bricks, stucco coming away from the windows as well energy efficiency; and that the entire building will be tuckpointed and sealed this year, with the rear windows being replaced in the next budget year. There was discussion replacing all of the windows at one time.

Councilmember Fisher requested that it be on the record that he does not think the Special Events Coordinator is necessary at this time and if needed, to find a place in the organization without adding another full-time employee. He further discussed fixing the floors in the Library, building a park structure with shaded structures as requested through the citizen satisfaction survey and the Parks and Recreation Board; maintaining the same tax rate; that the City's per capita spending is lower than most cities it is benchmarked against; and that $\frac{3}{4}$ penny on the tax rate is for the Boys Ranch Park improvements asked for by the voters.

There was discussion between Council, Ms. Jakubik and other staff members on several topics. Increases in the Municipal Cost and Consumer Price Indexes show that the percentage increase in expenditures has been less than the increased costs to the City. The benefit increase of \$409,446 is from extending the last year's compensation package over twelve months, increased health insurance costs, and a percentage increase in the City's contribution to the Texas Municipal Retirement System (TMRS). There was discussion on the City's retirement system including that after TMRS was adopted, there was a commitment to perform an evaluation of the retirement system; that proposed changes include moving from a five percent to a seven percent contribution rate, and discontinuing the four percent contribution to ICMA, with two percent going towards TMRS and two percent back to employees for a net zero effect; that the City does not participate in Social Security; that the compensation pool is approximately \$366,000; that the purpose of these changes is to ensure that the City remains competitive in the market and to reward employees; and that the two percent figure was based on the balance of where the numbers stood and what the budget could sustain. In regards to the tax rate, there was discussion that there was a six percent increase on the Debt side, based on bonds related to the Boys Ranch Park and capital items, and a decrease of 4 percent on the Maintenance and Operations side; that taxable values came in at \$3.1B; that there was a 3.8 percent increase in appraised values for an average market value of \$166,000; that the tax rate is being held at the current rate; that the overlapping tax rate shows 55 percent going to HEB ISD and 20 percent to the City; that the tax rates in the cities of Hurst, Euless and Grapevine are going down slightly; that the annual tax bill for the average resident will increase approximately \$20 per year, or \$1.69 per month; and that staff is anticipating record sales tax. In regards to the General Fund, there was discussion that 38 percent goes towards the Police Department, 24 percent towards the Fire Department, and 13 percent towards Community Services; that per capita comparisons net of capital shows the City spends \$1,200 per capita, while neighboring cities are in excess of \$1,500 per capita; and that the City has fewer employees per 1,000 residents. There was discussion on General Fund supplemental, including the following: a software maintenance agreement with New World, a crime-free multifamily officer, and a multifamily inspector. In regards to the debt service, there are payments in 2014 of \$250,000 for capital items and \$203,000 for general obligation bonds, which, if taken out, would cause the tax rate to decrease; and that the annual funding requirements would peak this year and start to slide off. In regards to water and sewer rates, there was discussion on increasing rates on volume based on increased rates from the Trinity River Authority (TRA); passing through the increases to the residents; that it is anticipated that rates would need to be increased in the following years; and that the impact of this year's rate change is \$4.43 to the average July bill. There was discussion on an administrative position for Facilities/Risk Management; money in 4B dedicated to designs and/or construction of Bedford Road and Harwood Road; a 14-yard tandem dump truck to replace a 4-yard truck; and the Tourism Fund, which is estimated to receive \$750,000 in hotel tax. There was discussion on the Special Events Coordinator position, a full-time position whose purpose is to help grow and improve the festivals, assist in the additional cultural events requested by the Cultural Commission, and support

the Council mission of supporting arts and culture; that the position would be paid 100 percent out of the Tourism Fund; the City's goal of reducing the gap between revenues and expenditures; and freeing up staff time to solicit sponsorships. There was discussion on replacing a Code Compliance truck; a chassis remount for an ambulance; replacing a Parks vehicle; and a camera van.

Mayor Griffin adjourned the Work Session at 6:51 p.m.

REGULAR SESSION 6:30 P.M.

The Regular Session began at 6:53 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

INVOCATION

Councilmember Turner gave the invocation.

PLEDGE OF ALLEGIANCE (Cub Scout Pack #407)

Cub Scout Pack #407, lead by Mary Morgan, with Scouts Brandon Osborne, Corey Taylor, Danny Cors, Xander Golden, Jack Berry, Dylan Gause, Sam Teinert, Jacob Moon, Nate Moon, Ryan Gunn, David Morgan, Owen Ward, Isaiah Jolliff and Luke Bunton, lead the Pledge of Allegiance.

ANNOUNCEMENTS/UPCOMING EVENTS

Marketing Specialist Natalie Foster reported that tickets are still on sale for the Van Cliburn concert on Friday, September 12 at the OBS featuring Tomoki Sakata. The HEB musical group Suzuki Strings will perform at 7:00 p.m. There will be a wine and cheese event at 6:30 p.m. and a meet-and-greet with Mr. Sakata after the show. There will be a Vision Fair at the Library on September 20 from 10:00 a.m. to 4:00 p.m. where people can learn about low vision technology and receive a free vision screening. She reminded people to turn in their applications for the City's Boards and Commissions, which are due by 5:00 p.m. on September 12.

OPEN FORUM

Nobody chose to speak during 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, 7, 8 and 9.

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

Councilmember Fisher was absent from the voting.

COUNCIL RECOGNITION

1. Proclamation declaring September 2014 as Blood Cancer Awareness Month in the City of Bedford.

Mayor Griffin read a proclamation declaring September 2014 as Blood Cancer Awareness Month in the City of Bedford. Mark Lenz from the Leukemia and Lymphoma Society was present to accept the proclamation. Mr. Lenz stated that he is long term of resident and long term participant in the fight against blood cancers. After the death of a friend for leukemia, he became involved as a volunteer, fundraiser and a member of the board of trustees of the North Texas Chapter of the Society. He

discussed the impact of these diseases on members of his family. The Society's goal is to raise awareness and money and they have invested \$1B in research for the treatment of these and other cancers.

APPROVAL OF THE MINUTES

2. **Consider approval of the following City Council minutes:**
 - a) **August 26, 2014 regular meeting**
 - b) **September 2, 2014 special meeting**

This item was approved by consent.

NEW BUSINESS

3. **Consider an ordinance adopting the annual budget for the City of Bedford, Texas for the fiscal period of October 1, 2014 through September 30, 2015; levying taxes for 2014; providing for intra-fund and/or intra-departmental transfers; providing for investment of idle funds; and declaring an effective date.**

Ms. Jakubik presented further information on this item. She thanked staff, the Departments and the City Manager's Office. There was discussion on the remount of an ambulance chassis; the merit pool and bonuses; making the merit raise a onetime payment; market adjustments and the City being up to scale; rewarding exemplary employees at the same rate as employees who are doing less; merit increases being based on performance evaluations; taking care of employees; tying up resources perpetually moving forward; increases to get employees to the 40th percentile; the City taking care of the increased costs of health insurance and amending the retirement program; the City doing a hybrid of market adjustments and merit pay to get employees to the 40th percentile; that 80 percent of employees were below the 40th percentile; trying to keep pace and improve the City's position in the market to hire the most qualified people; pools for market adjustments and merit pay; merit pay being based on job performance; looking at this process every year; and running the City like a business.

Motioned by Councilmember Turner, seconded by Councilmember Champney, to approve an ordinance adopting the annual budget for the City of Bedford, Texas for the fiscal period of October 1, 2014 through September 30, 2015; levying taxes for 2014; providing for intra-fund and/or intra-departmental transfers; providing for investment of idle funds; and declaring an effective date plus the addition of the \$15,000 for the 6Stones CPR program.

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

4. **Consider a resolution to ratify the property tax increase as reflected in the 2014/2015 City of Bedford Program of Services (Budget).**

Ms. Jakubik presented information on this item. It is a requirement of House Bill 3195, and includes statutory language that ratifies the tax increase adopted by the previous ordinance with the budget. Councilmember Fisher wanted it on the record that if a City did not go to their effective tax rate in lowering their taxes, they are passing this same resolution.

Motioned by Councilmember Turner, seconded by Councilmember Farco, to approve a resolution to ratify the property tax increase as reflected in the 2014/2015 City of Bedford Program of Services (Budget).

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

5. **Consider an ordinance amending the City of Bedford Code of Ordinances by amending Chapter 58 "Fire Prevention and Protection," by deleting Sections 58-97 and 58-99 through 58-104 and adding new Sections 58-97 and 58-99 through 58-104, thereby adopting the International Fire Code, 2009 Edition, and providing certain amendments and deletions**

thereto; providing for an effective date; providing for a penalty clause; providing a repealer clause; and providing a severability clause.

This item was approved by consent.

- 6. Consider an ordinance amending Chapter 82 – “Offenses and Miscellaneous Provisions,” Article III “Smoking,” Section 82-71 “Definitions” and Section 82-73 “Food Products Establishment” of the City of Bedford Code of Ordinances; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing a penalty clause; and providing an effective date.**

Assistant to the City Manager Meg Jakubik presented information on this item, which is based on a request by Council to eliminate smoking in restaurants. It was a topic in the citizen satisfaction survey, which showed that 87.1 percent of residents support or strongly support such a ban. It was the will of the Council for smoking to continue to be permitted on patios and the ordinance provides a definition of a patio, which is open-air with no permanent structures restricting ventilation. After reviewing restaurants that had patios, it was found that in general, the distance between the primary entrance and the patio is approximately 10 feet. Two restaurants with less than this distance expressed no issues with these regulations. The only restaurant that was opposed was Applebee’s, whose patio is seven feet from the primary entrance. She stated that Council can pass the ordinance as is or request staff to do further research. The regulations apply to e-cigarettes as well. An exemption was built in for restaurants that receive more than 50 percent of their gross sales from the sale of alcohol, and is a true exemption and not a defense to prosecution.

There was discussion on the 10 foot distance, which is measured from the patio edge. In answer to questions from Council, Mr. Syblon stated that some business owners were concerned but that the ordinance addressed those concerns, and that there is the possibility that Applebee’s could modify their patio.

Motioned by Councilmember Turner, seconded by Councilmember Champney, to approve an ordinance amending Chapter 82 – “Offenses and Miscellaneous Provisions,” Article III “Smoking,” Section 82-71 “Definitions” and Section 82-73 “Food Products Establishment” of the City of Bedford Code of Ordinances; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing a penalty clause; and providing an effective date.

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

- 7. Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and Bluebonnet Contractors, LLC (BBC) for acceptance of payments related to water and sewer facilities located within the North Tarrant Express Project (NTE).**

This item was approved by consent.

- 8. Consider a resolution authorizing the City Manager to enter into a contract with Vann/Elli, Inc. for the replacement of 58 linear feet of bridge railing on the west side of the bridge located at 2200 Forest Ridge Drive the in amount of \$14,345.**

This item was approved by consent.

- 9. Consider a resolution approving the City of Bedford Investment Policy.**

This item was approved by consent.

- 10. Presentation on the Block Party scheduled for September 25 sponsored by the Community Affairs Commission.**

Gary Morlock of the Community Affairs Commission reminded Council of the Block Party scheduled for September 25. He stated that Council should have received a packet at the last Council meeting and any final details will be available at the September 23 Council meeting. They have received approval from all the residents on Honor Oak Drive to hold the party in that section. The party will be from 6:00 p.m. to 8:00 p.m. All of Council is invited and several City departments are expected to have displays. This event will bring the City to the neighborhood and is the first of many they hope to sponsor. There will be free hot dogs, face painting, cotton candy, Fire trucks, Police cars and ambulances.

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

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

No report was given.

✓ **Beautification Commission - Councilmember Turner**

No report was given.

✓ **Community Affairs Commission - Councilmember Boyter**

Councilmember Boyter urged people to attend the Commission-sponsored Block Party and stated that Commission members Gary Morlock and Sal Caruso did a good job. He thanked several members of the Commission who were in attendance earlier.

✓ **Cultural Commission – Councilmember Champney**

Councilmember Champney reported that the Commission met the previous evening and they have a work session scheduled for Sunday, October 5 from 12:00 p.m. to 4:00 p.m. to address the formation of a 501(c)3.

✓ **Library Board - Councilmember Davisson**

Councilmember Davisson presented information on the North Texas Giving Day on September 18 and that donations can be made to the Library at the event's website.

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

Councilmember Davisson reported that the shade structures have been installed in both the little and big dog areas of the Dog Park.

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

No report was given.

12. Council member Reports

Councilmember Fisher stated that he intended to vote yes on Item #2. He stated that the 13th anniversary of September 11 will be this Thursday and he encouraged people to thank first responders. He stated that out of that tragedy sprung a new home and optimism in the American spirit and way, and it has been lost over those 13 years.

Councilmember Farco thanked staff for the good time he had at Blues Fest.

13. City Manager/Staff Reports

No report was given.

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

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

ADJOURNMENT

Mayor Griffin adjourned the meeting at 7:50 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: William Syblon, Development Director

DATE: 09/23/14

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

ITEM:

Public hearing and consider an ordinance amending Ordinance 14-3082 for the property known as Lot CR, Block 4, Bedford Forum Addition, located at 3737 Airport Freeway, Bedford, Texas, from Heavy Commercial/Amended Specific Use Permit/New & Used Cars & Truck Sales/Service, allowing for Used Car Sales, Mac Churchill Auto Mall, to Heavy Commercial/Amended Specific Use Permit/New & Used Cars & Truck Sales/Service/Flag Poles, for an amended site plan to add two flag pole structures to be 80 feet in height for two 20 x 30 foot sized flags. The property is generally located north of State Highway 183 and east of State Highway 121. (Z-255)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

Mac Churchill Auto Mall is requesting to add two 80 foot tall flag poles to their site. Per the City of Bedford Zoning Ordinance, flagpoles up to 65 feet in height can be allowed on the site with a building permit. Anything taller requires an amendment to the existing Specific Use Permit.

The flag poles will be located on parking islands in the existing parking lot of Lot CR. They will be set back from the front property line with one pole set back 110 feet and the other set back 150 feet. The poles will have a 40 foot distance from each other so that the flags will not touch the opposite pole, nor be close to utility lines. Even when the flags are to be flown at half-staff, they should remain free of obstructions.

Zoning and Site Conditions:

The property is zoned H, Heavy Commercial with a Specific Use Permit. The Heavy Commercial Zoning District is established to provide for the development of retail and commercial uses, including higher intensity commercial uses.

Comprehensive Plan:

The Comprehensive Plan indicates the location of 3737 Airport Freeway to be commercial. Therefore, the proposed use of two 80 foot flagpoles and two 20 x 30 foot flags with an Amended SUP at this location would not conflict with the Comprehensive Plan.

On September 11, 2014, the Planning and Zoning Commission voted to approve the Specific Use Permit request with a vote of 6-0-0 with the following stipulations:

1. The only flags placed on the poles will be the United States of America flag and the State of Texas flag.
2. Lighting will illuminate the flags at night.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending Ordinance 14-3082 for the property known as Lot CR, Block 4, Bedford Forum Addition, located at 3737 Airport Freeway, Bedford, Texas, from Heavy Commercial/Amended Specific Use Permit/New & Used Cars & Truck Sales/Service, allowing for Used Car Sales, Mac Churchill Auto Mall, to Heavy Commercial/Amended Specific Use Permit/New & Used Cars & Truck Sales/Service/Flag Poles, for an amended site plan to add two flag pole structures to be 80 feet in height for two 20 x 30 foot sized flags. The property is generally located north of State Highway 183 and east of State Highway 121. (Z-255)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
Exhibit A Site Plan Packet
Application
Property Notification Map
Draft Minutes from P&Z
Ft. Worth Star Telegram Legal Publication

ORDINANCE NO. 14-

AN ORDINANCE AMENDING ORDINANCE 14-3082 FOR THE PROPERTY KNOWN AS LOT CR, BLOCK 4, BEDFORD FORUM ADDITION, LOCATED AT 3737 AIRPORT FREEWAY, BEDFORD, TEXAS, FROM HEAVY COMMERCIAL/AMENDED SPECIFIC USE PERMIT/NEW & USED CARS & TRUCK SALES/SERVICE, ALLOWING FOR USED CAR SALES, MAC CHURCHILL AUTO MALL, TO HEAVY COMMERCIAL/AMENDED SPECIFIC USE PERMIT/NEW & USED CARS & TRUCK SALES/SERVICE/FLAG POLES, FOR AN AMENDED SITE PLAN TO ADD TWO FLAG POLE STRUCTURES TO BE 80 FEET IN HEIGHT FOR TWO 20 X 30 FOOT SIZED FLAGS. THE PROPERTY IS GENERALLY LOCATED NORTH OF STATE HIGHWAY 183 AND EAST OF STATE HIGHWAY 121. (Z-255)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Zoning Ordinance be amended for the property known as Lot CR, Block 4, Bedford Forum Addition, located at 3737 Airport Freeway, Bedford, Texas by amending Ordinance Number 14-3082 from Heavy Commercial/Amended Specific Use Permit/New & Used Cars & Truck Sales/Service, to Heavy Commercial/Amended Specific Use Permit/New & Used Cars & Truck Sales/Service/Flag Poles. The property is generally located north of State Highway 183 and east State Highway 121. (Z-255)

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

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

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

The property known as Lot CR, Block 4, Bedford Forum Addition, located at 3737 Airport Freeway, Bedford, Texas, shall be shown as approved by this ordinance.

SECTION 3. That approval of this rezoning is subject to the following stipulations:

- 1. That the only flags placed on the poles will be the United States of America flag and the State of Texas flag.**
- 2. That lighting will illuminate the flags at night.**

SECTION 4. That the Site Plan attached hereto as Exhibit "A" is approved as a component of this amended ordinance approval. Any revisions to the property that deviate from the Site Plan attached hereto shall require an amendment to this ordinance.

SECTION 5. 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.

ORDINANCE NO. 14-

SECTION 6. 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 7. That this Ordinance shall take effect from and after its date of passage in accordance with law, and it is so ordained.

SECTION 8. 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.

PRESENTED AND PASSED this 23rd day of September 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

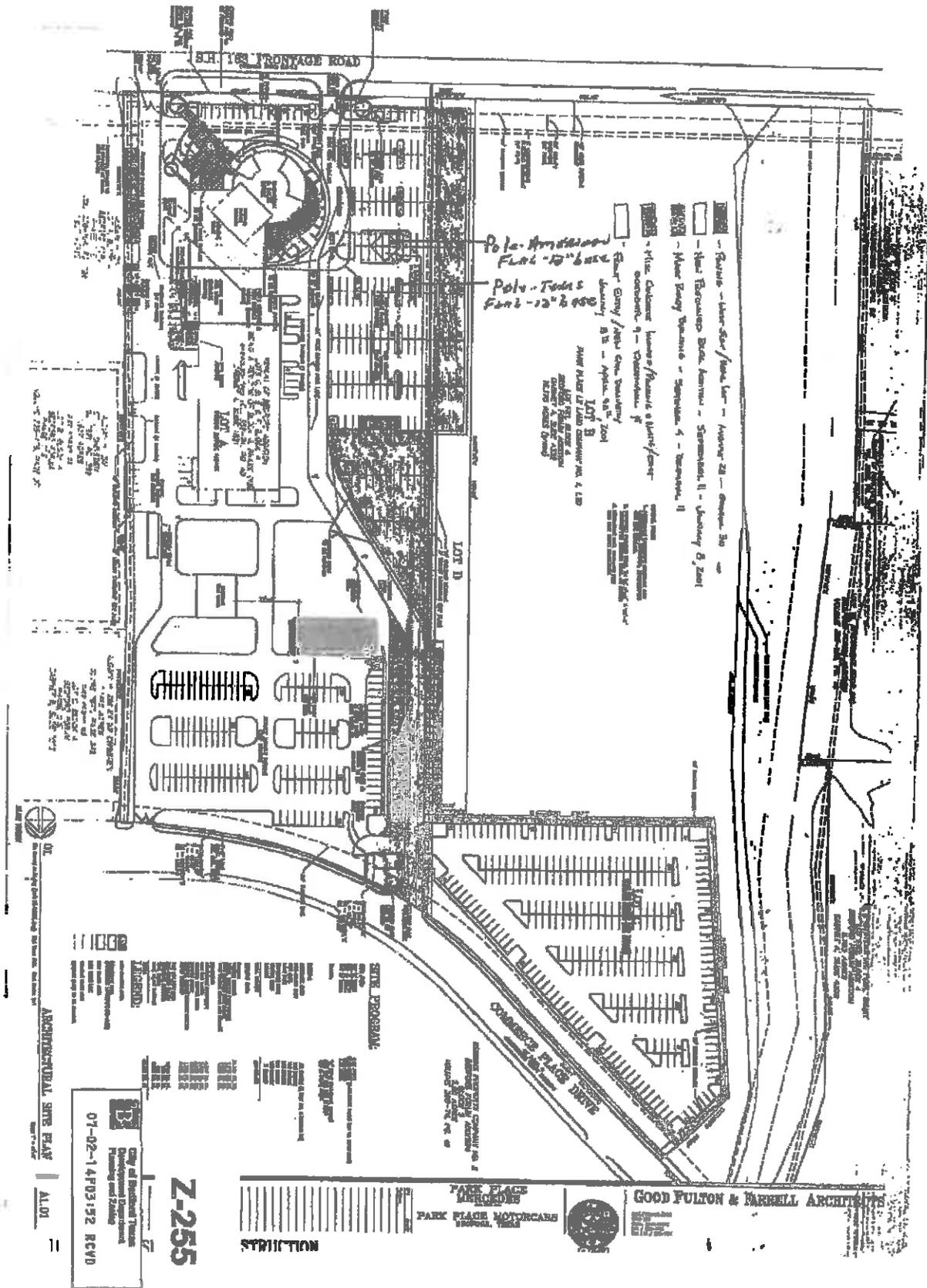
ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

MAC CHURCHILL AUTOMALL
SUBMITTED JULY 2, 2014



Pole - Amstarwood
Floor - 12" base

Pole - Totals
Floor - 12" base

Lot 11
Lot 12
Lot 13
Lot 14
Lot 15
Lot 16
Lot 17
Lot 18
Lot 19
Lot 20
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Lot 50

LEGEND

[Symbol]	Site Proposal
[Symbol]	Existing Conditions
[Symbol]	Proposed Driveway
[Symbol]	Proposed Parking
[Symbol]	Proposed Building
[Symbol]	Proposed Landscaping
[Symbol]	Proposed Utilities
[Symbol]	Proposed Fencing
[Symbol]	Proposed Signage
[Symbol]	Proposed Stormwater Management
[Symbol]	Proposed Access
[Symbol]	Proposed Easements
[Symbol]	Proposed Right-of-Way
[Symbol]	Proposed Other

Z-255

07-02-14 03:15Z RCVD

City and Regional Transportation Department
Planning and Zoning

GOOD FULTON & FARRELL ARCHITECTS

PARK PLACE MERCEDES
PARK PLACE MOTORCARS
VERNAL HILLS

Mac Churchill AutoMall Flagpole Zoning Request

Mac Churchill AutoMall requests approval to erect two metal flagpoles, each 80 feet tall, to help provide greater visibility for incoming traffic to see the dealership from both eastbound and westbound directions. This will be particularly effective with eastbound traffic in the free lanes because they almost completely pass the dealership before it becomes visible to them due to the managed lanes ramp in the center of Airport Freeway.

With approval, we plan to fly flags sized 20 X 30 feet, which provide 600 square feet of visibility per flag. This is almost three times more beneficial than the 12 X 18 maximum size flag (216 square feet) recommended for a 65-foot pole.

We have engaged the services of In the Wind Flags, a Tarrant County-based company, to install the flagpoles. Respecting the 80-foot setback requirement for an 80-foot flagpole, we request approval to install the two poles parallel to the dealership building, each on a current separate gravel islands 80 feet east of our western-edge lot border. The American flag's pole would be approximately 110 feet north of our southern-edge border and the Texas flag's pole would be approximately 150 feet north of our southern-edge border.

The poles are distanced 40 feet apart to ensure neither flag would touch the other pole, nor would the flags be close to utility lines. Even when flown at half-mast, the flags should be clear of obstructions.

Subject to approval, we are purchasing two flagpoles with the following specifications:

- Model: Independence #6063 T6 Aluminum
- Ground Set Tapered Aluminum
- Exposed Height: 80'
- Overall Height (including 8 feet underground): 88'
- 3 sections
- Diameter: 12" at the base, 4" at the top
- Wall Thickness: 0.375 inch
- Finish: 150 Grit High Polish, Dark Bronze Anodized (matches building trim)



Z-255

Photo of gravel islands where flagpoles will be installed



City of Bedford Texas
Development Department
Planning and Zoning

07-02-14 P03:53 RCVD

Z-255

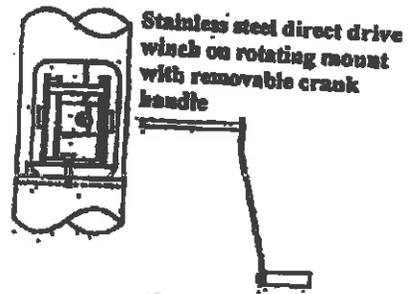
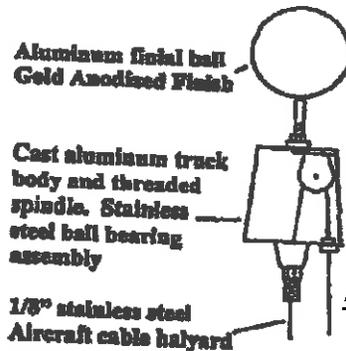
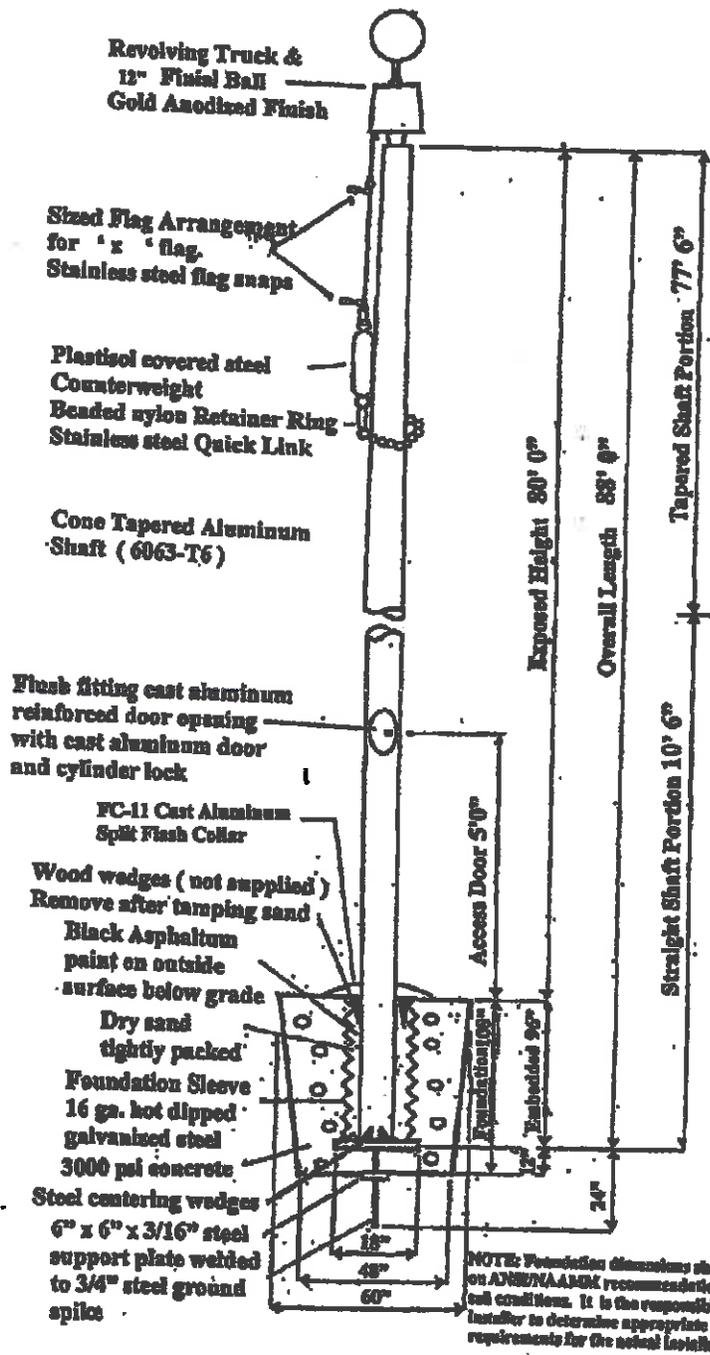
Independence



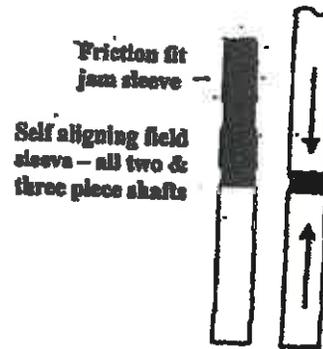
City of Bedford Texas
Development Department
Planning and Zoning

07-02-14P03:52 RCVD

Concord Industries, Inc.
4190-A Railway Circle, Addison, TX 75001

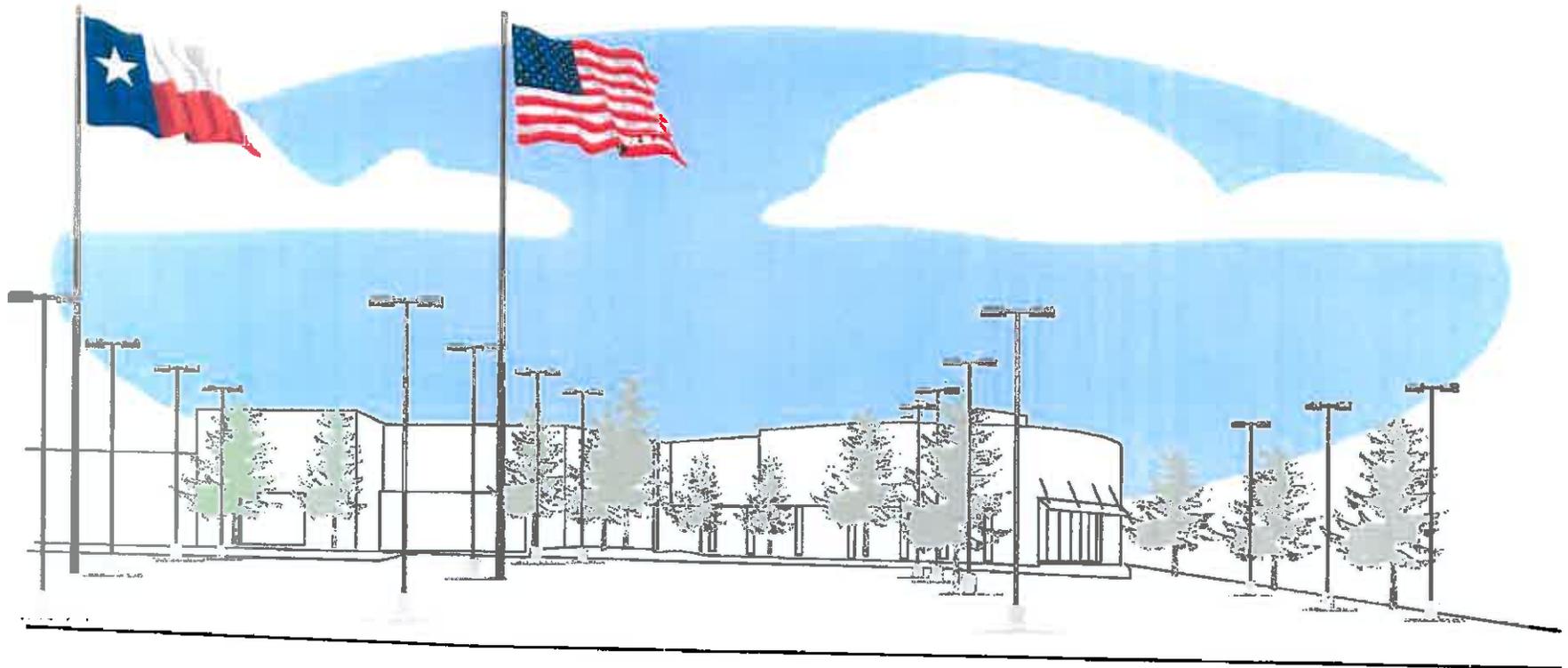


Shafts with an overall length of 44' or larger are shipped in 2 or 3 sections.



Project:	Ground Set Tapered Alum. Flagpole 6063-T6	Date: 7-1-2014
Location: Bedford, TX	Exp Hr 80' Overall Hr 88' Ship in 3 Sections	Job#:
Contractor:	Butt Dia. 12" Top Dia. 4" Wall Thickness .375	© Concord Industries, Inc.
Customer: In The Wind	Finish: 150 Grit High Polish Dark Bronze Anodized	

Z-255

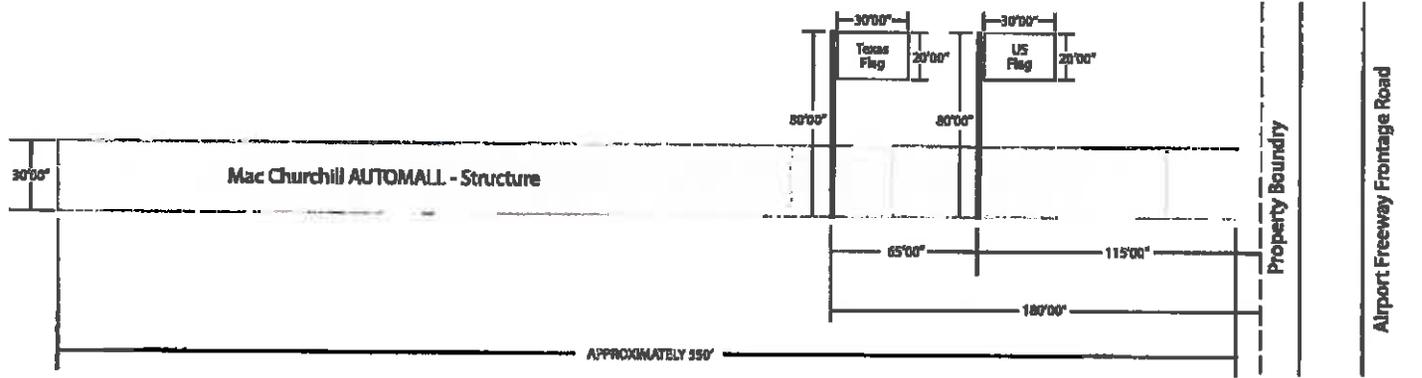


MAC CHURCHILL AUTOMALL - FLAG POLE PROPOSAL



Z-255

B City of Bedford Texas
Development Department
Planning and Zoning
07-02-14P04:01 RCVD



ELEVATION
SCALE: 1" = 50'0"



Z-255





City of Bedford Texas
Development Department
Planning and Zoning

07-02-14P03:52 RCVD

07-02-14P03:05 RCVD

City of Bedford Specific Use Permit Application

Z-255

Applicant Name (Print): M. L. S. C. Holdings (*Signature): _____
Address: 3125 NORTHEAST LOOP 820, FORT WORTH, TX 76137
Telephone number: 817-232-2872 Fax number: 800-900-7272

I, the undersigned owner, or _____ (Option Holder, etc.) of the following described real property located in the City of Bedford, Texas, hereby make application for a change of zoning classification:

From: AMENDING THE SLIP FROM 2014 To: ADD 2 FLAG POLE STRUCTURES 80 FT. IN HEIGHT

as provided in the City of Bedford Zoning Ordinance. I hereby certify that there are no existing dwellings or other buildings located on the property which would not conform to the construction standards, of the zoning classification being proposed, except as provided in Section 2.3, Nonconforming Lots, Nonconforming Uses of Land, Nonconforming Structures & Nonconforming Uses of Structures & Premises of the City of Bedford Zoning Ordinance.

Legal Description: CR/ Lot ER Block 4 Addition BEDFORD Forum
Tract _____ Abstract _____ Survey _____ to the City of Bedford, Texas.
Street Address 3737 AIRPORT FREEWAY

**Indicate by checking the appropriate box if this application is for a Community Home or Group Home **

Fee: (\$205.00 plus \$205.00 per acre over one.) \$205.00 + \$205.00 x _____ = _____
Payable by cash, Visa, MasterCard, or check made out to the City of Bedford. (# of acres) (total fee)

Property Owner (if not applicant): (*Signature) _____

(Print name) _____

(Company name) _____

(Street Address, City, State & Zip Code) _____

(Telephone number) _____ (FAX number) _____

Land Planner/Engineer/Surveyor: (*Signature) _____

(Print Name) ALAN HUCABY

(Company Name) CALLAHAN & FILEMAN ARCHITECTS

(Street Address, City, State & Zip Code) P.O. BOX 15577, FORT WORTH, TEXAS 76119

CONTACT

Fletcher Consulting

John Fletcher
Marketing Strategist

- Corporate Social Responsibility
- Strategic Planning
- Public Relations

Bank of Texas Building
500 Grapevine Hwy, Suite 362
Hurst, Texas 76054
john@thefetch.org
www.thefetch.org
817.205.2334 Phone
817.788.2334 Fax

*I have read the completed application and know the same is true and correct and hereby agree that if a permit is issued all provisions of the City Ordinances and State Laws will be complied with whether herein specified or not. I agree to comply with all property restrictions. I am the owner of the property or the duly authorized agent.

*Submittal of false information or omission as required by this application may result in any permit, license, or approval being revoked.
(Signature) _____

1 OF 2
2



Z-255

City of Bedford Specific Use Permit Application

Date _____

Applicant Name (Print) _____ (*Signature) Wendy Shuchoff
Address _____
Telephone number _____ Fax number _____

I, the undersigned owner of _____ (Option Home, etc.) of the following described real property located in the City of Bedford, Texas, hereby make application for a change of zoning classification.

From _____ to _____

as provided in the City of Bedford Zoning Ordinance. I hereby certify that there are no existing dwellings or other buildings located on the property which would not conform to the construction standards of the zoning classification being proposed, except as provided in Section 2.3. Nonconforming Lots, Nonconforming Uses of Land, Nonconforming Structures & Nonconforming Uses of Structures & Premises of the City of Bedford Zoning Ordinance.

Legal Description Lot _____ (Block _____ Addition _____)
Tract _____ Abstract _____ Survey _____ to the City of Bedford, Texas.

Street Address _____

**Indicate by checking the appropriate box if this application is for a Community Home or Group Home **

Fee: (\$205.00 plus \$205.00 per acre over one.) \$205.00 - \$205.00 x _____
Payable to: Cash, City Manager, City of Bedford, 1000 West 10th Street, Bedford, Texas 76010

Property Owner (if not applicant): (*Signature) _____

Firm name: _____

Firm address: _____

Street address, city, state & zip code: _____

Telephone number: _____

FAX number: _____

Land Planner/Engineer/Surveyor: (*Signature) _____

Firm Name: _____

Firm Address: _____

Street Address, City, State & Zip Code: _____

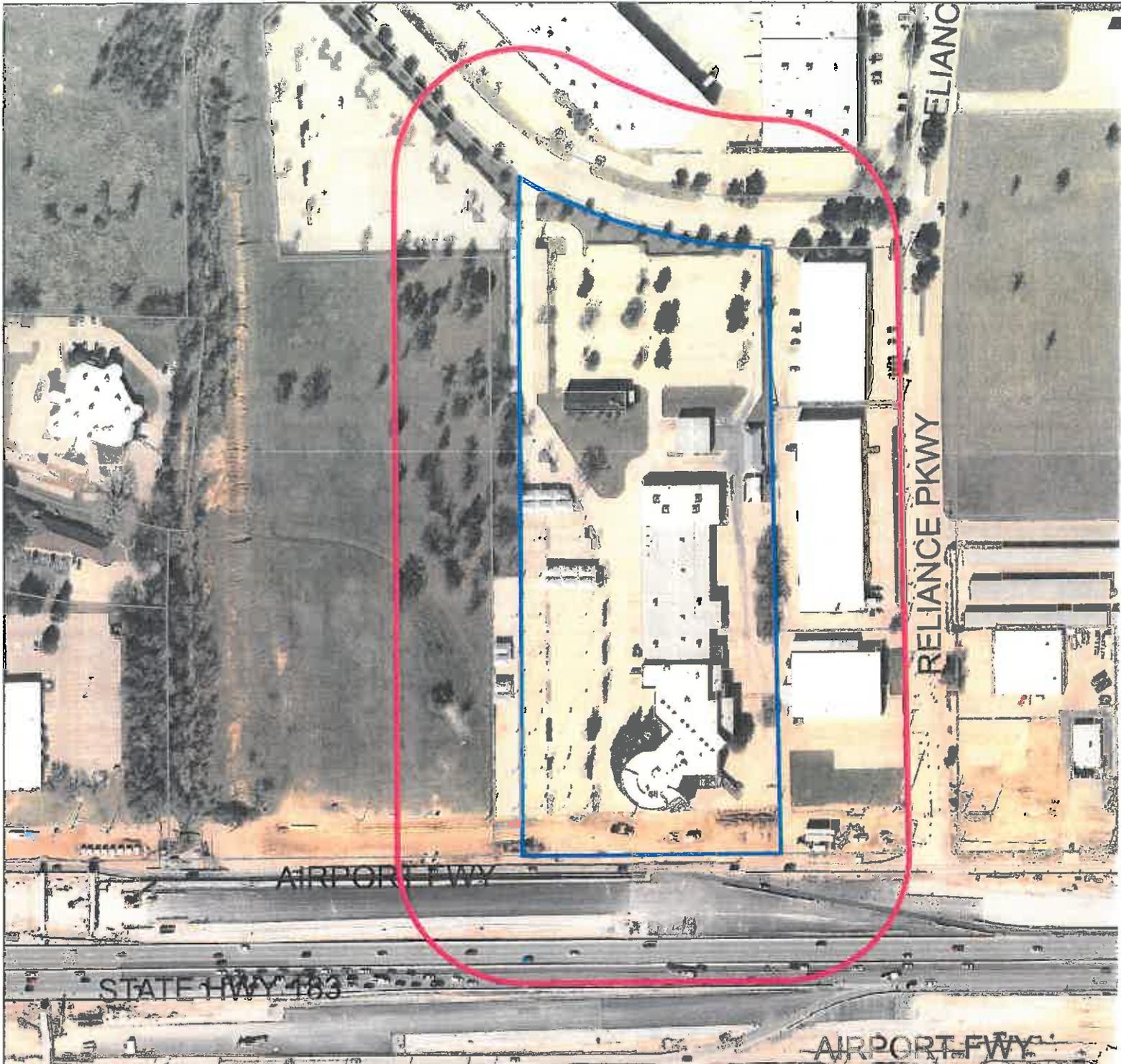
*I have read the completed application and know the same is true and correct and hereby agree that if a permit is issued all provisions of the City Ordinances and State Laws will be complied with whether herein specified or not. I agree to comply with all property restrictions. I am the owner of the property or the duly authorized agent.

*Submittal of false information or provision of false information by this application user results in any permit, license, or approval being revoked.

City Manager: _____

Wendy Shuchoff

2 OF 2



Hearing

Date: 9-11-2014 Z-255

**Address: 003737 AIRPORT FWY
Addition: BEDFORD FORUM ADDITION
Bedford, TX 76021**

SUBNUM: 1950 BLOCK: 4 LOT: CR

 **200 Ft Buffer**
 **Project Location**



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

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF SEPTEMBER 11, 2014**

DRAFT

The Pledge of Allegiance was given.

APPROVAL OF MINUTES

1. Consider approval of the following Planning and Zoning Commission meeting minutes:

a) July 10, 2014

Motion: Commissioner Stroope made a motion to approve the meeting minutes of July 10, 2014, correct as written.

Vice Chairman Carlson seconded the motion and the vote was as follows:

Ayes: Commissioners Sinisi, Stroope, Pierson, Vice Chairman Carlson, Chairman Reese

Nays: None

Abstention: Commissioner Hall.

Motion approved 5-0-1. Chairman Reese declared the July 10, 2014 meeting minutes approved.

PUBLIC HEARINGS

2. Public hearing and consider a request to amend Ordinance 14-3082 for the property known as Lot CR, Block 4, Bedford Forum Addition, located at 3737 Airport Freeway, Bedford, Texas, from Heavy Commercial/Specific Use Permit/New & Used Cars & Truck Sales/Service, allowing for Used Car Sales, Mac Churchill AutoMall to Heavy Commercial/Specific Use Permit/New & Used Cars & Truck Sales/Service/Flag Poles, for an amended site plan to add two flag pole structures to be 80 feet in height for two 20 X 30 foot sized flags. The property is generally located north of State Highway 183 and east of State Highway 121. (Z-255)

Chairman Reese recognized William Syblon, Development Director who reviewed Zoning Case Z-255. Dan Boutwell, City Planner Consultant, Municipal Planning Resources (MPRG) was also present, and prepared to address the planning aspects pertaining to this application.

Chairman Reese recognized Chris Hamud, Partner and General Manager, Mac Churchill AutoMall, 3737 Airport Freeway, Bedford, Texas, who was there to present this application.

Chairman Reese opened the public hearing at 7:06 p.m., and recognized John Fletcher, Public Relations Coordinator for the Mac Churchill AutoMall, 1243 Cedarland Plaza, Arlington, Texas. Mr. Fletcher stated the 80 foot-tall flagpoles would help provide greater visibility for incoming westbound traffic, creating a marker. Also, an 80 foot flagpole would allow for 600 square feet of visibility per flag. This is almost three times more beneficial than the 216 square feet recommended for a 65 foot flag pole.

Chairman Reese closed the public hearing at 7:09 p.m.

The Commission discussed the application.

Motion: Commissioner Sinisi made a motion to approve Zoning Case Z-255 with the following stipulations:

1. The only two flags flown at the 3737 Airport Freeway, Bedford, Texas location be the United States of America and the State of Texas flag.
2. Lighting will illuminate the flags at night, and follow the protocol of the flying of a flag.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF SEPTEMBER 11, 2014**

DRAFT

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

Motion approved 6-0-0. Chairman Reese recommended approval of Zoning Case Z-255.

3. **Public hearing and consider a request to amend Planned Unit Development Ordinance No. 106, specific to amending the Bedford Forum Land Use Plan Development (PUD) Standards, Section II. Site Plan, for the properties located within the Bedford Forum, specifically for the properties known as Lot 1A, Block 4A, Bedford Forum Addition, located at 3304 Commerce Place, Bedford, Texas, and Lot FR2, Block 4, Bedford Forum Addition, located at 2022 Plaza Drive, Bedford, Texas, to allow for Nursing, Rest & Convalescent Homes, specifically allowing for a Skilled Nursing Facility. The properties are generally located south of Bedford Road and east of State Highway 121. (Z-256)**

Chairman Reese recognized William Syblon, Development Director who reviewed Zoning Case Z-256. Dan Boutwell, City Planner Consultant, Municipal Planning Resources (MPRG) who was also present, and prepared to address the planning aspects pertaining to this application.

Chairman Reese recognized Shawn Rockenbaugh, Consulting Civil Engineer, Jones & Carter Inc., 6509 Windcrest Drive, Plano, Texas, and Ron Cibulka, Meridian Realty Advisors, 3811 Turtle Creek, Boulevard, Dallas, Texas, who were there to present this application.

Chairman Reese opened the public hearing at 7:15 p.m., and there being no one to speak, closed the public hearing at 7:19 p.m.

The Commission discussed the application.

Motion: Commissioner Hall made a motion to approve Zoning Case Z-256 with the stipulations:

1. The land uses permitted be limited to skilled nursing care in addition to the land uses currently permitted in the Bedford Forum PUD.
2. The masonry and exterior wall construction emulate the requirements of the Master Highway Corridor Overlay District.

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

Motion approved 6-0-0. Chairman Reese recommended approval of Zoning Case Z-256.

4. **Public hearing and consider a request for a preliminary plat for the properties located at 2403 Bedford Road and 2300 Bedford Road, Bedford, Texas. The properties are known as a portion of Lot 1R, Block 1, Bedford Baptist Temple Addition and Tract 2A, Abstract 94, Mary Ann Barnes Survey being platted as Lots 1 through 23, Block 1, Avalon Place Addition. The properties are generally located north of Bedford Road and east of Central Drive. (P-029)**

Chairman Reese recognized William Syblon, Development Director who reviewed Preliminary Plat Case P-029. Dan Boutwell, City Planner Consultant, Municipal Planning Resources (MPRG) was present, and prepared to address the planning aspects pertaining to this application. Tom Hoover, Director of Public Works/Engineering was also present, and prepared to address the engineering aspects pertaining to this application.

Chairman Reese recognized Bryan Holland, 1203 South White Chapel Boulevard, Southlake, Texas, who was there to present this application.

Chairman Reese opened the public hearing at 7:27 p.m., and recognized the following:



CITY OF
BEDFORD

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

September 3, 2014

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: clopez@star-telegram.com on Wednesday, September 3, 2014.

FROM:

City of Bedford
Yolanda Alonso, Planning and Zoning

Dear Christine,

Please publish the following in "Legal Notices" on Friday, September 5, 2014.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Tuesday, September 23, 2014, at 6:30 p.m., at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consider an ordinance to amend Ordinance 14-3082 for the property known as Lot CR, Block 4, Bedford Forum Addition, located at 3737 Airport Freeway, Bedford, Texas, from Heavy Commercial/Specific Use Permit/New & Used Cars & Truck Sales/Service, allowing for Used Car Sales, Mac Churchill AutoMall to Heavy Commercial/Specific Use Permit/New & Used Cars & Truck Sales/Service/Flag Poles, for an amended site plan to add two (2) flag pole structures to be 80 ft. in height for two (2) 20 ft. X 30 ft. sized flags. The property is generally located north of State Highway 183 and east of State Highway 121. (Z-255)

Public hearing and consider an ordinance to amend Planned Unit Development Ordinance Number 106, specific to amending the Bedford Forum Land Use Plan Development Standards, II. Site Plan, for the properties located within the North Bedford Forum Corridor, specifically for the properties known as Lot 1A, Block 4A, Bedford Forum Addition, located at 3304 Commerce Place, Bedford, Texas, and Lot FR2, Block 4, Bedford Forum Addition, located at 2022 Plaza Drive, Bedford, Texas, to allow for Nursing, Rest & Convalescent Homes, specifically allowing for a Meridian Skilled Nursing Facility. The properties are generally located south of Bedford Road and east of State Highway 121. (Z-256)

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

Cramer, Yolanda

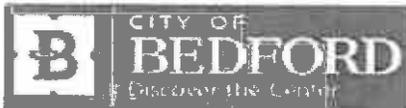
From: Cramer, Yolanda
Sent: Wednesday, September 03, 2014 2:40 PM
To: 'Lopez, Christine'
Cc: Syblon, Bill; Reyff, Jacquelyn; Thome, Audrey
Subject: Legal Notice Ad CC 09/23/14 Z-255 Z-256
Attachments: CC Legal Notice 092314 Z255 Z256.docx

Good afternoon, Christine.

Please publish the attached ad in the Friday, September 5, 2014, "Legal Notices" section of the newspaper.

Thank you.

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





Council Agenda Background

PRESENTER: William Syblon, Development Director

DATE: 09/23/14

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

ITEM:

Public hearing and consider an ordinance amending Planned Unit Development Ordinance No. 106, specific to amending the Bedford Forum Land Use Plan Development (PUD) Standards, Section II. Site Plan, for the properties located within the Bedford Forum, specifically for the properties known as Lot 1A, Block 4A, Bedford Forum Addition, located at 3304 Commerce Place, Bedford, Texas, and Lot FR2, Block 4, Bedford Forum Addition, located at 2022 Plaza Drive, Bedford, Texas, to allow for Nursing, Rest & Convalescent Homes, specifically allowing for a Meridian Skilled Nursing Facility. The properties are generally located south of Bedford Road and east of State Highway 121. (Z-256)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The applicant is proposing to construct a new 52,020 SF skilled nursing facility on two properties in the Bedford Forum Planned Unit Development, and due to the intended use, an amendment to the Planned Unit Development (PUD) is required.

The two properties are located at 3304 Commerce Place and 2022 Plaza Drive on 6.40 acres and are currently utilized as undeveloped open green space.

The applicant has proposed the use of the property for a new 52,020 SF skilled nursing facility. It will have 140 beds and be geared toward skilled nursing care.

The properties are located within the Bedford Forum PUD, which has planning standards consistent with the 1970s, when the City was developing large tracts of land. Staff negotiated with the applicant to propose that this project conform to current zoning standards by way of carving out the properties into their own development district.

Zoning and Site Conditions:

The properties are zoned PUD, Planned Unit Development, specifically the Bedford Forum Planned Unit Development. The PUD is established to provide for the development of retail and commercial uses, including higher intensity commercial uses.

Site Plan Specifics:

All setbacks for front, side, and rear yards meet the Zoning Ordinance requirements and, as shown, are in excess of those requirements. There is a proposed detention pond located to the south of the building. Parking for the project exceeds the minimum required spaces. Landscaping for the project exceeds the Zoning Ordinance requirements.

Additionally, the materials indicated on the elevations are primarily stucco and stone. The colors of those materials are earth tone in nature. The roof of the structure will have asphalt shingles. Staff worked with the applicant to represent the building in such a way as to emulate the Master Highway

Corridor Overlay District with regard to the exterior elevations.

Comprehensive Plan:

The Comprehensive Plan indicates the location of 3304 Commerce Place and 2022 Plaza Drive to be commercial. Therefore, the proposed use with an Amended PUD at this location would not conflict with the Comprehensive Plan.

On September 11, 2014, the Planning and Zoning Commission voted to approve the amendment to the Bedford Forum PUD by a vote of 6-0-0 with the following stipulations:

1. The land uses permitted be limited to a Meridian skilled nursing facility in addition to the land uses currently permitted in the Bedford Forum PUD.
2. The masonry and exterior wall construction emulate the requirements of the Master Highway Corridor Overlay District.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending Planned Unit Development Ordinance No. 106, specific to amending the Bedford Forum Land Use Plan Development (PUD) Standards, Section II. Site Plan, for the properties located within the Bedford Forum, specifically for the properties known as Lot 1A, Block 4A, Bedford Forum Addition, located at 3304 Commerce Place, Bedford, Texas, and Lot FR2, Block 4, Bedford Forum Addition, located at 2022 Plaza Drive, Bedford, Texas, to allow for Nursing, Rest & Convalescent Homes, specifically allowing for a Meridian Skilled Nursing Facility. The properties are generally located south of Bedford Road and east of State Highway 121. (Z-256)

FISCAL IMPACT:

N/A

ATTACHMENTS:

- Ordinance
- Exhibit A Site Plan Packet
- Exhibit B Bedford Forum Map
- Application
- Property Notification Map
- Draft Minutes from P&Z
- Ft. Worth Star Telegram Legal Publication

ORDINANCE NO. 14-

AN ORDINANCE AMENDING PLANNED UNIT DEVELOPMENT ORDINANCE NO. 106, SPECIFIC TO AMENDING THE BEDFORD FORUM LAND USE PLAN DEVELOPMENT STANDARDS, SECTION II. SITE PLAN, FOR THE PROPERTIES LOCATED WITHIN THE BEDFORD FORUM, SPECIFICALLY FOR THE PROPERTIES KNOWN AS LOT 1A, BLOCK 4A, BEDFORD FORUM ADDITION, LOCATED AT 3304 COMMERCE PLACE, BEDFORD, TEXAS, AND LOT FR2, BLOCK 4, BEDFORD FORUM ADDITION, LOCATED AT 2022 PLAZA DRIVE, BEDFORD, TEXAS, TO ALLOW FOR NURSING, REST & CONVALESCENT HOMES, SPECIFICALLY ALLOWING FOR A MERIDIAN SKILLED NURSING FACILITY. THE PROPERTIES ARE GENERALLY LOCATED SOUTH OF BEDFORD ROAD AND EAST OF STATE HIGHWAY 121. (Z-256)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Comprehensive Zoning Ordinance rezone a portion of the Bedford Forum Land Use Plan Development (PUD), being those properties known as Lot 1A, Block 4A, Bedford Forum Addition and Lot FR2, Block 4, Bedford Forum Addition to allow for Nursing, Rest & Convalescent Homes, specifically allowing for a Meridian Skilled Nursing Facility. The properties are generally located south of Bedford Road and east of State Highway 121, and are addressed as 3304 Commerce Place and 2022 Plaza Drive, respectively (Z-256)

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

- SECTION 1.** That the findings above are found to be true and correct, and are incorporated herein.
- SECTION 2.** That Section 2 of the City of Bedford Zoning Ordinance be amended and the map designated "ZONING MAP-CITY OF BEDFORD, TEXAS" be revised and amended as provided herein, so that the land described as Lot 1A, Block 4A, Bedford Forum Addition and Lot FR2, Block 4, Bedford Forum Addition, Bedford, Texas shall be shown as approved by this ordinance.
- SECTION 3.** That Exhibit "A" attached hereto is approved as a component of this amended ordinance approval. Any revisions to the property that deviate from the attached hereto shall require an amendment to this ordinance.
- SECTION 4.** That the Bedford Forum Map attached hereto as Exhibit "B" is approved as a component of this amended ordinance approval. Any revisions to the property that deviate from the attached hereto shall require an amendment to this ordinance.
- SECTION 5.** That approval of amending the Planned Unit Development is subject to the following stipulations:
- 1.** The land uses permitted on the above described properties be limited to a Meridian Skilled Nursing Facility in addition to the land uses currently permitted in the Bedford Forum PUD.
 - 2.** The masonry and exterior wall construction emulate the requirements of the Master Highway Corridor Overlay District as described in Section 4.18 of the City of Bedford Zoning Ordinance.
- SECTION 6.** That from and after the final passage of this ordinance, the land described herein shall be subject to the regulations and uses of an Amended Planned Unit Development.
- SECTION 7.** That this ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.

ORDINANCE NO. 14-

SECTION 8. That it is hereby declared the intention of the City Council of the City of Bedford, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 9. That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.

SECTION 10. That this Ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Bedford and the laws of the State of Texas.

PRESENTED AND PASSED this the 23rd day of September, 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



07-30-14P03 01 RCVD

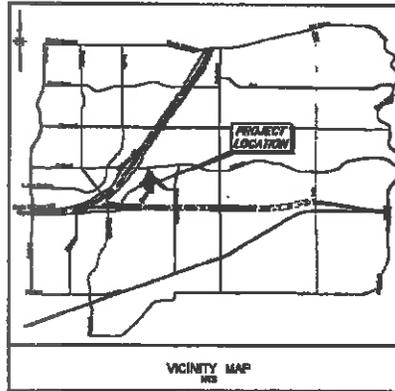
Z-256

EXHIBIT A

APPLICATION FOR PUD AMENDMENT FOR MERIDIAN REALTY ADVISORS SKILLED NURSING FACILITY

6.404-ACRE TRACT
2016 FORUM PARKWAY
BEDFORD, TEXAS

ZONING CASE Z-256



VICINITY MAP

DEVELOPER:
MERIDIAN REALTY ADVISORS
3811 TURTLE CREEK BLVD, SUITE 1050
DALLAS, TEXAS 75219
TEL 214-651-4000, EXT 106
CONTACT: RON COBUJKA

ARCHITECT:
PI ARCHITECTS
3500 JEFFERSON STREET, SUITE 303
AUSTIN, TEXAS 78731
TEL 512-231-1910
CONTACT: KIRK KASZYNSKI

MEP:
ENCOTECH
8500 BLUFFSTONE COVE, SUITE B-103
AUSTIN, TEXAS 78798
TEL 512-338-1101
CONTACT: WESLEY LAU, P.E., LEED AP

STRUCTURAL
ENCOTECH
8500 BLUFFSTONE COVE, SUITE B-103
AUSTIN, TEXAS 78798
TEL 512-338-1101
CONTACT: SUSAN E. SCOTT, P.E.

LANDSCAPE ARCHITECT:
CARRILLO DEAN
4022 MANHACA ROAD
AUSTIN, TEXAS 78704
TEL 512-535-7303
CONTACT: PATRICK DEAN, RLA

CIVIL ENGINEER:
JONES & CARTER, INC.
8508 WINDCREST DRIVE, SUITE 600
PLANO, TEXAS 75024
TEL 972-488-3880
FAX 972-488-3882
CONTACT: SHAWN ROCKENBAUGH, P.E.

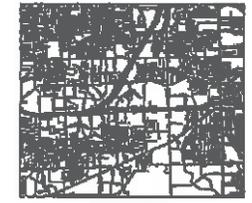
INDEX OF DRAWINGS

SHEET No.	TITLE
1	COVER
2	BOUNDARY SHEET
3	CONVERSION CONTROL
4	GRADING PLAN
5	UTILITY PLAN
6	UTILITY PLAN
L1	PLANTING PLAN
L2	PLANTING NOTES AND DETAILS
A&1	FLOOR PLAN
A&1	BUILDING ELEVATIONS
A&2	BUILDING ELEVATIONS
A&3	BUILDING ELEVATIONS

INTERIM REVIEW
Not intended for construction.
Issued under preliminary plan
No. 2014-001-0000
Date: JUL 28, 2014

JULY 2014

JC JONES & CARTER, Inc.
ENGINEERS - PLANNERS - SURVEYORS
Texas Board of Professional Engineers Registration No. P-129
6808 Windcrest Drive, Suite 600, Plano, Texas 75024 (972) 488-3880



VICINITY MAP
PL 002



LEGAL DESCRIPTION

0000 a tract of land situated in the William H. Jasper Survey, Abstract No. 685, City of Bedford, Tarrant County, Texas, being all of a subdivided 7.20 acre tract of land described as land in Parcel Description, L.P., as recorded in Instrument No. 0200004420 of the Public Records of Tarrant County, Texas (L.P.C.D.), also being Lot F-22, Block 4 of the Bedford Forum Addition, being a portion of the land described in the plat of the Bedford Forum Addition, a portion of the First Block of the Bedford Forum Addition, and being all of a subdivided 0.650 acre tract of land described as land in Parcel Description, L.P., as recorded in Instrument No. 0200004420 of the Public Records of Tarrant County, Texas, and being more particularly described by names and bearings as follows:

0000000 of a 1/2 inch iron rod found for the most westerly corner for said Lot F-22, located at the east intersection of Farrow Parkway (a variable width right-of-way) and Farrow Drive (a variable width right-of-way) along the beginning of a curve to the left;

THENCE northwesterly along the east line of said Farrow Parkway and along said curve to the left having a radius of 523.55 feet, a central angle of 18 degrees 36 minutes 00 seconds, an arc length of 162.00 feet, and along bearing and distance of North 30 degrees 07 minutes 40 seconds East, 200.00 feet to a 1/2 inch iron rod found for the southeast corner of said Lot F-22, and the southeast corner of a subdivided 0.650 acre tract of land described as land in Parcel Description, L.P., as recorded in Instrument No. 0400000000, D.L.C.D.;

THENCE North 30 degrees 07 minutes 40 seconds East, 200.00 feet to a 1/2 inch iron rod found for the southeast corner of said Farrow Parkway and the southeast corner of a tract of land described in a deed to H & S Texas Properties, L.L.C., as recorded in Instrument No. 0200000000 of the Public Records of Tarrant County, Texas;

THENCE North 15 degrees 31 minutes 20 seconds East, along the eastern line between said H & S Texas Properties, L.L.C., tract and said Texas Baby Game Operators, Inc. tract, a distance of 178.50 feet, to a 1/2 inch iron rod found in the south line of the Corporate Plaza (a variable width right-of-way) along the beginning of a non-tangent curve to the right;

THENCE northwesterly along the southeast line of said Corporate Plaza and along said non-tangent curve to the right having a radius of 523.55 feet, a central angle of 18 degrees 36 minutes 00 seconds, an arc length of 162.00 feet, and along bearing and distance of North 30 degrees 07 minutes 40 seconds East, 200.00 feet to a 1/2 inch iron rod found;

THENCE South 45 degrees 10 minutes 20 seconds East, along the southeast line of said Corporate Plaza, a distance of 100.00 feet to a point on the southeast corner of said H & S Texas Properties, L.L.C. tract, also being the southeast corner of a tract of land described as land in FFW Real Estate, L.P., as recorded in Instrument No. 0200000000, D.L.C.D.;

THENCE North 05 degrees 00 minutes 00 seconds East, along the north line of said H & S Texas Properties, L.L.C. tract, a distance of 201.11 feet, to a 1/2 inch iron rod found for the southeast corner of a tract of land described as land in FFW Real Estate, L.P., as recorded in Instrument No. 0200000000, D.L.C.D., also being the southeast corner of said Lot F-22;

THENCE South 85 degrees 00 minutes 00 seconds East, along the eastern line between said FFW Real Estate, L.P. tract and said Lot F-22, a distance of 100.00 feet to a 1/2 inch iron rod found for corner;

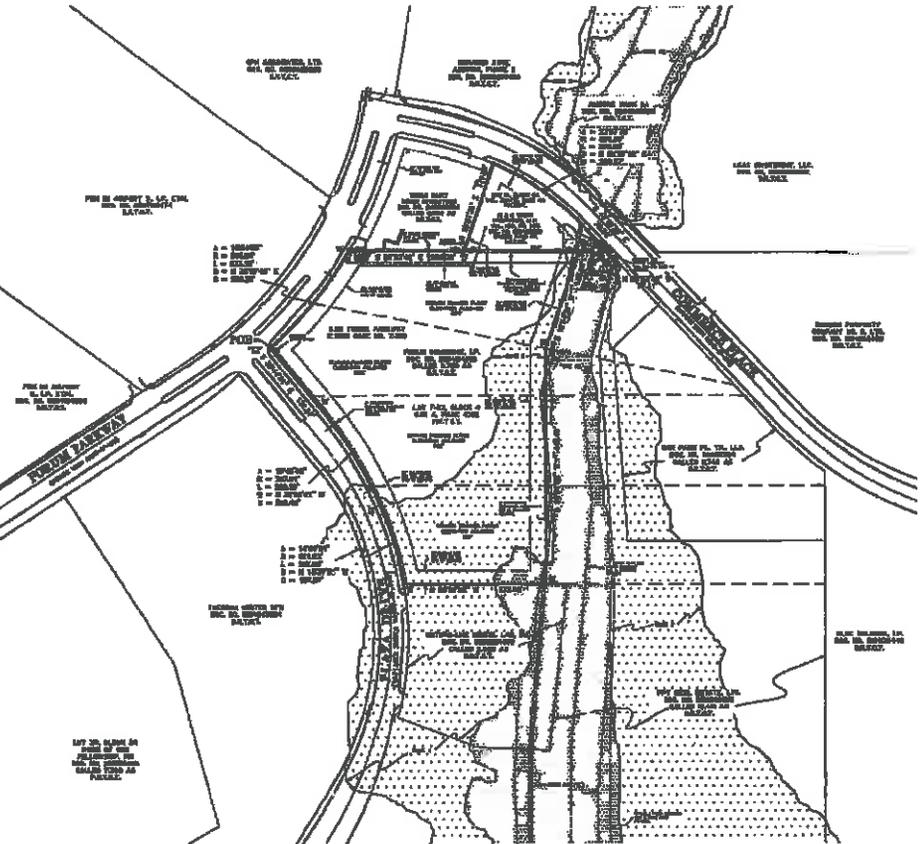
THENCE North 05 degrees 00 minutes 00 seconds East, along the eastern line between said FFW Real Estate, L.P. tract and said Lot F-22, a distance of 400.00 feet, to a 1/2 inch iron rod found for the southeast corner of said Lot F-22, and the southeast corner of said Farrow-Like Dental Lab, Inc. tract, to the east line of Farrow Drive and the beginning of a non-tangent curve to the left;

THENCE northwesterly, along the west line of said Farrow Drive, the following courses:

Northwesterly along said non-tangent curve to the left having a radius of 614.82 feet, a central angle of 18 degrees 36 minutes 00 seconds, an arc length of 192.00 feet, and along bearing and distance of North 30 degrees 07 minutes 40 seconds East, 150.00 feet to a 1/2 inch iron rod found for the beginning of a non-tangent curve to the left;

Northwesterly, along said non-tangent curve to the left having a radius of 797.81 feet, a central angle of 18 degrees 36 minutes 00 seconds, an arc length of 250.00 feet, and along bearing and distance of North 31 degrees 00 minutes 00 seconds East, 100.00 feet to a 3/8 inch iron rod found for corner;

THENCE North 30 degrees 00 minutes 00 seconds East, a distance of 141.70 feet to the POINT OF BEGINNING and enclosing 238,943 square feet or 5.404 acres of land more or less.



LEGEND

POB	POINT OF BEGINNING
CR	CURVED BOUNDARY
SB	SHOULDER OF WAY
SB	SHOULDER OF ROAD
SB	SHOULDER OF TRAIL
SB	SHOULDER OF DRIVE
SB	SHOULDER OF ALLEY
SB	SHOULDER OF COURT
SB	SHOULDER OF LANE
SB	SHOULDER OF PASSAGE
SB	SHOULDER OF DRIVEWAY
SB	SHOULDER OF WALKWAY
SB	SHOULDER OF PATHWAY
SB	SHOULDER OF BRIDGE
SB	SHOULDER OF TUNNEL
SB	SHOULDER OF UNDERPASS
SB	SHOULDER OF OVERPASS
SB	SHOULDER OF RAMP
SB	SHOULDER OF ESCALATOR
SB	SHOULDER OF STAIRWAY
SB	SHOULDER OF ELEVATOR
SB	SHOULDER OF MECHANICAL ROOM
SB	SHOULDER OF ELECTRICAL ROOM
SB	SHOULDER OF PLUMBING ROOM
SB	SHOULDER OF HEATING ROOM
SB	SHOULDER OF COOLING ROOM
SB	SHOULDER OF STORAGE ROOM
SB	SHOULDER OF OFFICE
SB	SHOULDER OF LABORATORY
SB	SHOULDER OF WORKSHOP
SB	SHOULDER OF GARAGE
SB	SHOULDER OF DRIVEWAY
SB	SHOULDER OF WALKWAY
SB	SHOULDER OF PATHWAY
SB	SHOULDER OF BRIDGE
SB	SHOULDER OF TUNNEL
SB	SHOULDER OF UNDERPASS
SB	SHOULDER OF OVERPASS
SB	SHOULDER OF RAMP
SB	SHOULDER OF ESCALATOR
SB	SHOULDER OF STAIRWAY
SB	SHOULDER OF ELEVATOR
SB	SHOULDER OF MECHANICAL ROOM
SB	SHOULDER OF ELECTRICAL ROOM
SB	SHOULDER OF PLUMBING ROOM
SB	SHOULDER OF HEATING ROOM
SB	SHOULDER OF COOLING ROOM
SB	SHOULDER OF STORAGE ROOM
SB	SHOULDER OF OFFICE
SB	SHOULDER OF LABORATORY
SB	SHOULDER OF WORKSHOP
SB	SHOULDER OF GARAGE

GENERAL NOTES

1. Note of bearings to the north line for monuments found for the 6750 acre tract of land described as land in Parcel Description, L.P., as recorded in Instrument No. 0200000000 of the Public Records of Tarrant County, Texas.
2. This survey is subject to all easements of record.
3. This survey was prepared for the condition of the parties or grantees named in the above instrument. Said instrument has not been in any manner given effect as a conveyance by the surveying and mapping commission. This survey was prepared for the condition of the parties and is not to be used in any other transaction.
4. No mineral claims of the 6750 acre tract, or any other land, are shown.
5. The original copy will have original signatures and stamp and.

FLOOD ZONE

Minimum Elevation of FEMA Flood Insurance Rate Maps provide a coverage from existing in the community of boundaries based on such maps.

As available information on this plot is the proposed elevation only on most of the Flood Zone Map, the elevation of the ground surface, and the Flood Zone Map, this property is in Zone X, and Zone AE.

**BOUNDARY EXHIBIT
BEDFORD FORUM ADDITION**

BEING 6.404 ACRES
IN THE CITY OF BEDFORD
SITUATED IN THE
WILLIAM H. JASPER SURVEY, ABSTRACT NO. 685,
TARRANT COUNTY, TEXAS
JULY 2014

DEVELOPER/OWNER:
WILLIAM H. JASPER SURVEY
11111 W. JASPER SURVEY
BEDFORD, TEXAS 76010

ENGINEER/SURVEYOR:
JAMES H. JONES & COMPANY
11111 W. JASPER SURVEY
BEDFORD, TEXAS 76010



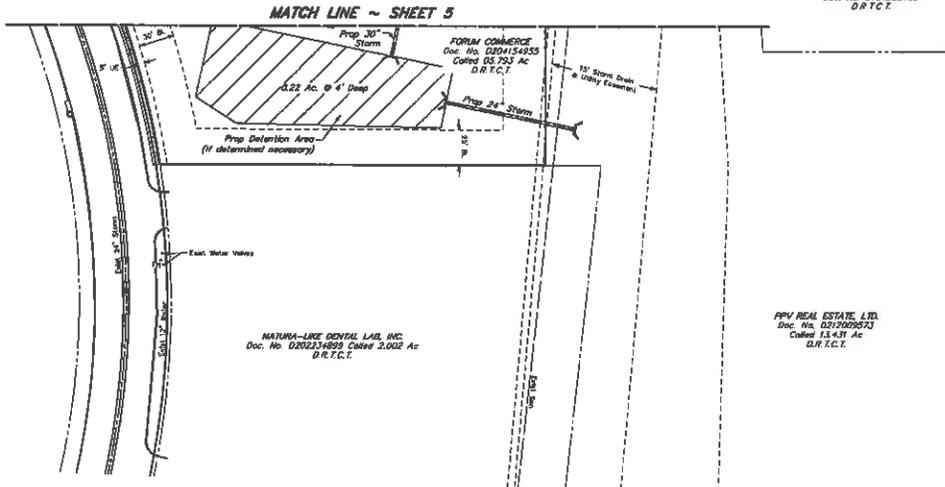
P:\PROJECTS\2014\09-08-14A11:00 RCVD\Drawings\20140908\20140908.dwg

FREEDOM CENTER OFW
Doc. No. 0214010654
D.R.T.C.T.

NATURA-LIFE DENTAL LAB, INC.
Doc. No. 020234893 Called 2.002 Ac
D.R.T.C.T.

PPV REAL ESTATE, LTD.
Doc. No. 0212029573
Called 13.437 Ac
D.R.T.C.T.

ROBBINS PROPERTY COMPANY HOLZ LTD.
Doc. No. 0124262402
D.R.T.C.T.

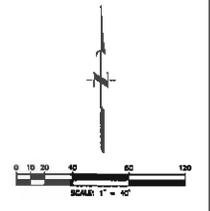


JONES & CARTER, INC.
ENGINEERS-PLANNERS-SURVEYORS
Texas Board of Professional Engineers Registration No. 7452
8000 Woodloch Drive, Suite 600 Plano, Texas 75094 (972) 424-3380

LEGEND:

	PROPOSED BACK OF CURVE
	PROPOSED CONCRETE
	PROPOSED RECYCLED
	PROPOSED EASEMENT
	PROPOSED FIRELANE
	PROPOSED WATER
	PROPOSED STORM
	PROPOSED SANITARY SEWER
	EXISTING SANITARY SEWER
	EXISTING STORM
	EXISTING PAVEMENT
	EXISTING WATER
	LEISURELINE (DW)
	STORM MANHOLE
	SANITARY SEWER MANHOLE
	UTILITY EASEMENT
	DRAINAGE EASEMENT
	BUILDING LINE
	FINISHED FLOOR

pi architects
3000 Jefferson St. Suite 202
Arlington, TX 76010
P: (817) 231-1910
F: (817) 231-1996
www.pjatch.com



**MERIDIAN BEDFORD NURSING
BEDFORD, TX**

OWNER
MERIDIAN REALTY ADVISORS
L.L.P.
DALLAS, TX 75248

USE: PUD
AMENDMENT
2018 Form Plan
Zoning Case 2-256

©2014 PI ARCHITECTS, INC.

INTERIM REVIEW
Not intended for construction,
bidding or permit purposes
Engineer: **SHAWN A. DICKERSON, P.E.**
P.L.C. Series No.: 00398
Date: **AUG 26, 2014**

DATE:
7/15/2014
PROJECT NUMBER:
14021
SHEET NAME:
UTILITY PLAN

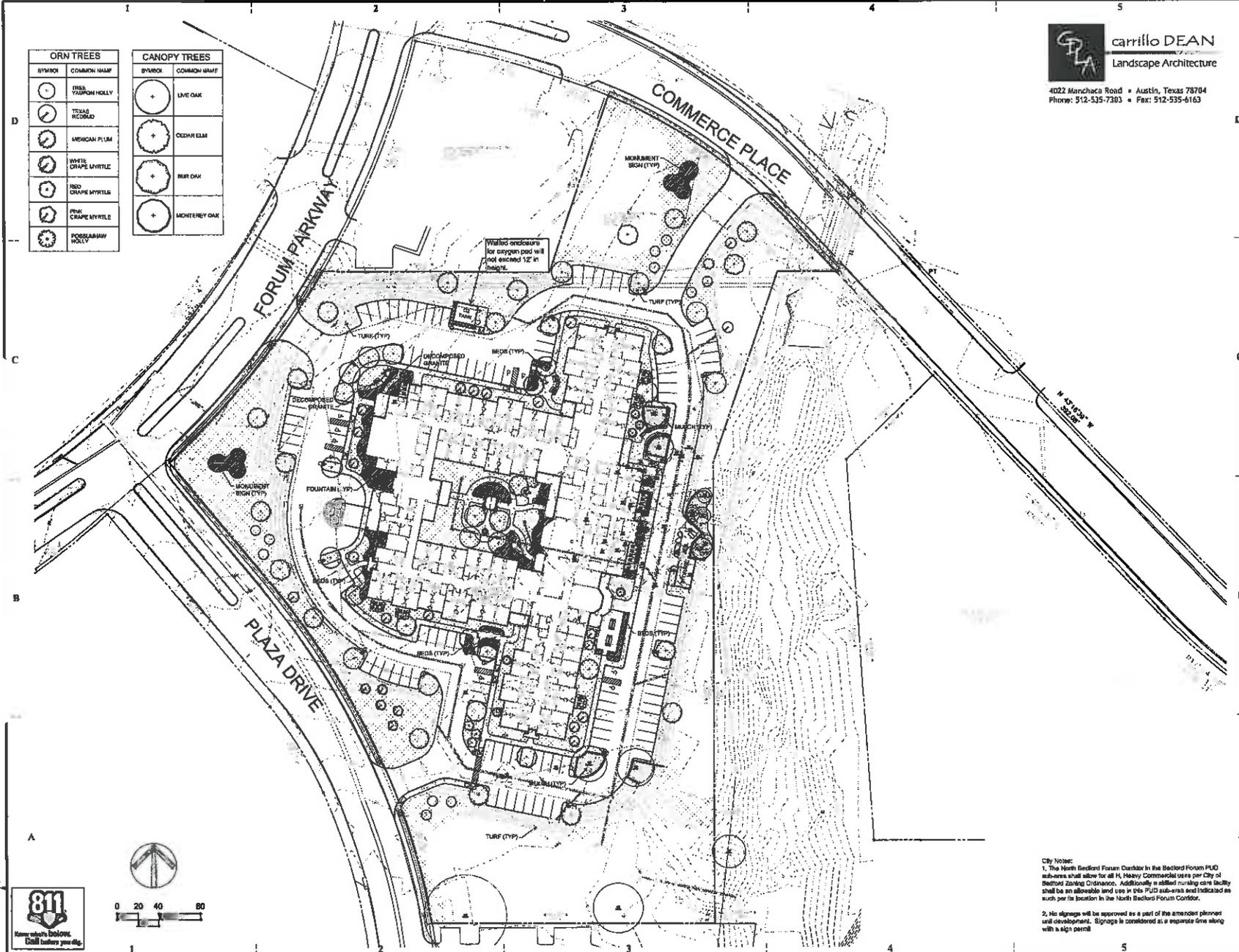
SHEET:
6

- Notes:**
1. The North Bedford Forum Corridor in the Bedford Forum PUD sub-area shall allow for all H, Heavy Commercial uses per City of Bedford Zoning Ordinance. Additionally a skilled nursing care facility shall be an allowable land use in this PUD sub-area and indicated to such per its location in the North Bedford Forum Corridor.
 2. No signage will be approved as a part of the awarded planned unit development. Signage is considered at a separate time along with a sign permit.
 3. The proposed utilities shown on the following sheets represent a preliminary design. Final design of all proposed water, sanitary sewer, and storm facilities will be shown in construction plans.

Z-256

City of Bedford Texas
Development Department
Planning and Zoning

09-08-14 A11:00 RCVD



ORN TREES		CANOPY TREES	
SYMBOL	COMMON NAME	SYMBOL	COMMON NAME
	TEXAS YELLOW HOLLY		LIVE OAK
	TEXAS REDWOOD		CEDAR ELM
	AMERICAN PLUM		BEAR OAK
	WHITE GRAPE MYRTLE		MONTEREY OAK
	RED GRAPE MYRTLE		
	PINK GRAPE MYRTLE		
	POSSUMHAW HOLLY		

carrillo DEAN
Landscape Architecture
4022 Manchaca Road • Austin, Texas 78704
Phone: 512-535-7383 • Fax: 512-535-6163

pi architects
3000 Anderson St., Suite 303
Austin, TX 78751
P: 512.231.1810
F: 512.231.1820
www.piaen.com

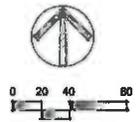
**MERIDIAN BEDFORD NURSING
BEDFORD, TX**
OWNER:
MERIDIAN REALTY / WHITE OAK
DALLAS, TX 75201

DATE: PUD AMENDMENT
2018 Forum Parkway
Zoning Case 2-256
BY: CARRILLO DEAN
LANDSCAPE ARCHITECTURE, INC.

INTERIM REVIEW
Not intended for construction,
loading or permit purposes
Landscape Architect Patrick J. Depp, PLS
Registration Number: 13 2182
Date: 02/23/2014

DATE: 02/23/2014
PROJECT NUMBER: 14001
SHEET TITLE: PLANTING PLAN

SHEET: L1



City Notes:
1. The North Bedford Forum Center in the Bedford Forum PUD allows what allow for all H, Heavy Commercial uses per City of Bedford Zoning Ordinance. Additionally in allowed nursing care facility shall be an allowable and use in the PUD sub-area and indicated as such per its location in the North Bedford Forum Center.
2. No signage will be approved as a part of the amended plan until development. Signage is considered as a separate drive along with a sign permit.



CITY CALCULATIONS			
LANDSCAPE AREA		REQUIRED	PROVIDED
TOTAL SITE AREA		221,541 S.F.	221,541 S.F.
TOTAL LANDSCAPE AREA		10,712 S.F.	10,712 S.F.
PARKING LOT LANDSCAPING			
GROSS PARKING AREA		REQUIRED	PROVIDED
PARKING LOT LANDSCAPE		5,167 S.F.	5,167 S.F.
PARKING REQUIREMENT			
TOTAL NUMBER OF SPACES		REQUIRED	PROVIDED
TOTAL NUMBER OF PARKING		75	75

CANOPY TREES				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE & SPECIFICATION
17		LIVELY OAK	Quercus virginiana	1 1/2" caliper
14		SHRUB BLM	Quercus muhlenbergii	1 1/2" caliper
10		SLY OAK	Quercus laevis	1 1/2" caliper
7		SLY OAK	Quercus laevis	1 1/2" caliper

ORNAMENTAL TREES				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE & SPECIFICATION
10		RED TULIP	Lilium	2" caliper
10		RED TULIP	Lilium	2" caliper
10		RED TULIP	Lilium	2" caliper
10		RED TULIP	Lilium	2" caliper
10		RED TULIP	Lilium	2" caliper
10		RED TULIP	Lilium	2" caliper
10		RED TULIP	Lilium	2" caliper
10		RED TULIP	Lilium	2" caliper
10		RED TULIP	Lilium	2" caliper
10		RED TULIP	Lilium	2" caliper

SOIL CONDITIONS AND IRRIGATION
 A. A minimum of 3 inches of organic mulch shall be added in new-tree areas to the soil surface after planting.
 B. No organic mulch shall be placed directly under the tree and its spread under the trunk.
 C. Tree planting areas are to be provided with a minimum of 1/2 inch of flexible surface mulch. Planting in existing undisturbed existing surface shall be encouraged. Soil to a minimum depth of 12 inches is required within the entire landscape surface or planting area. All other planting areas must have a minimum soil depth of 12 inches within a radius of six feet from the tree trunk. Trees are not to be planted in wetland, water areas, or in other areas where the soil is not suitable for tree growth. Areas of objection shall have been subsequently amended with 12 inches of flexible surface soil suitable for planting.

INSTALLATION OF LANDSCAPE AREAS
 A. The Owner shall be responsible for the irrigation of all installed landscape areas and plant materials, including the following:
 1. An automatic or manual underground irrigation system (conventional open, bubblers, drip, emitter, pipe tubing, porous pipe and the like with soil access regulated from planting areas unless otherwise approved).
 2. Landscape areas planted with other grasses and sediments may use a temporary and other general irrigation system.
 B. The Irrigation schedule shall be:
 Provide a schedule based on soil content and frequency adequate to enable growth of the plant materials on a permanent basis;
 An established area least equivalent to all levels to provide for efficient water distribution. No irrigation shall be required for established natural areas or established existing trees.

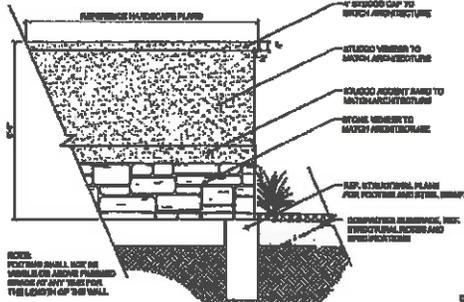
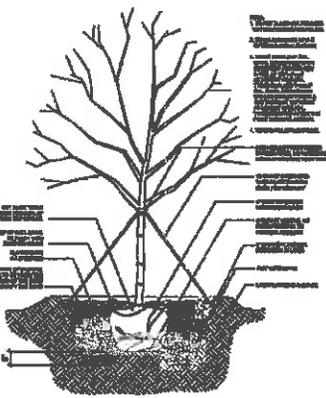
PROTECTION OF LANDSCAPE AREAS
 All landscape areas adjacent to vehicular access areas shall be protected by barbed chain, chain-link, or other approved barrier. An equivalent barrier must be at least four (4) inches in height and maintained substantially beyond replacement.

GENERAL NOTES
 1. The contractor is responsible to locate all underground utilities prior to any digging.
 2. The contractor shall provide all materials, transportation, labor, water, etc. required for installation of plant material, complete to manufacturer's specifications.
 3. The contractor shall comply with applicable Federal, State, County and Local regulations governing landscape materials and work.
 4. The contractor is responsible for the quality of workmanship and schedule of work.
 5. The contractor shall comply with applicable government rules and regulations with the required work and shall provide full time supervision by a qualified person acceptable to Landscape Architect.
 6. All specifications provided in the plant list are for ground on soil and to be installed by the contractor.
 7. All plant material shall comply with state and national standards as stated in the American Association of Nurserymen.
 8. During the work, the protection shall be kept clear and outside of all items. Storage areas for all materials shall be so organized that they, too, are neat and orderly. All trash and debris shall be removed from the site on each progression. Proper ground cover shall be maintained or kept at all times during work.
 9. All landscaping shall be permanently maintained and adequate provisions shall be made at the time of installation for maintenance responsibilities including irrigation. Plants in permanently installed areas shall be maintained and irrigated as needed or advised by the contractor.
 10. Should any of the plant material used in any landscaping installed under this Contract be, in any way, damaged or lost, the contractor shall be responsible for the replacement of the same.
 11. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
 12. Owner may make necessary substitution of landscape plants where on plan provided that they meet minimum requirements.
 13. Owner may elect to add planting in addition to what is shown on the landscape plan.

TREE TABLE									
Tag #	DBH	Species	Planted	Special Remarks	Height	Caliper	Crown	Condition	Other
1	1.5	LIVELY OAK							
2	1.5	LIVELY OAK							
3	1.5	LIVELY OAK							
4	1.5	LIVELY OAK							
5	1.5	LIVELY OAK							
6	1.5	LIVELY OAK							
7	1.5	LIVELY OAK							
8	1.5	LIVELY OAK							
9	1.5	LIVELY OAK							
10	1.5	LIVELY OAK							
11	1.5	LIVELY OAK							
12	1.5	LIVELY OAK							
13	1.5	LIVELY OAK							
14	1.5	LIVELY OAK							
15	1.5	LIVELY OAK							
16	1.5	LIVELY OAK							
17	1.5	LIVELY OAK							
18	1.5	LIVELY OAK							
19	1.5	LIVELY OAK							
20	1.5	LIVELY OAK							
21	1.5	LIVELY OAK							
22	1.5	LIVELY OAK							
23	1.5	LIVELY OAK							
24	1.5	LIVELY OAK							
25	1.5	LIVELY OAK							
26	1.5	LIVELY OAK							
27	1.5	LIVELY OAK							
28	1.5	LIVELY OAK							
29	1.5	LIVELY OAK							
30	1.5	LIVELY OAK							
31	1.5	LIVELY OAK							
32	1.5	LIVELY OAK							
33	1.5	LIVELY OAK							
34	1.5	LIVELY OAK							
35	1.5	LIVELY OAK							
36	1.5	LIVELY OAK							
37	1.5	LIVELY OAK							
38	1.5	LIVELY OAK							
39	1.5	LIVELY OAK							
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46	1.5	LIVELY OAK							
47	1.5	LIVELY OAK							
48	1.5	LIVELY OAK							
49	1.5	LIVELY OAK							
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56	1.5	LIVELY OAK							
57	1.5	LIVELY OAK							
58	1.5	LIVELY OAK							
59	1.5	LIVELY OAK							
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carrillo DEAN
Landscape Architecture
 4022 Innes Road • Austin, Texas 78704
 Phone: 512-538-7328 • Fax: 512-538-4463

Meridian Bedford Nursing Bedford, TX
 1000 GARDEN LANE
 BEDFORD, TEXAS 76010
 (817) 552-1100
 www.meridian.com



City Notes
 1. The North Bedford Power Center in the North Bedford PUD authority shall install all 11, 15kV distribution lines per City of Bedford Utility Ordinance. Additionally a utility service cap shall be installed on the end of the line in the PUD substation located on the site in the North Bedford Power Center.
 2. No change will be approved as a part of the permitted project development. Changes to conditions of a permit are only with a value permit.

Meridian Bedford Nursing Bedford, TX
 1000 GARDEN LANE
 BEDFORD, TEXAS 76010
 (817) 552-1100
 www.meridian.com

PUD AMENDMENT
 1000 Garden Lane
 Bedford, Texas 76010
 (817) 552-1100
 www.meridian.com

PERMITS REVIEW
 1000 Garden Lane
 Bedford, Texas 76010
 (817) 552-1100
 www.meridian.com

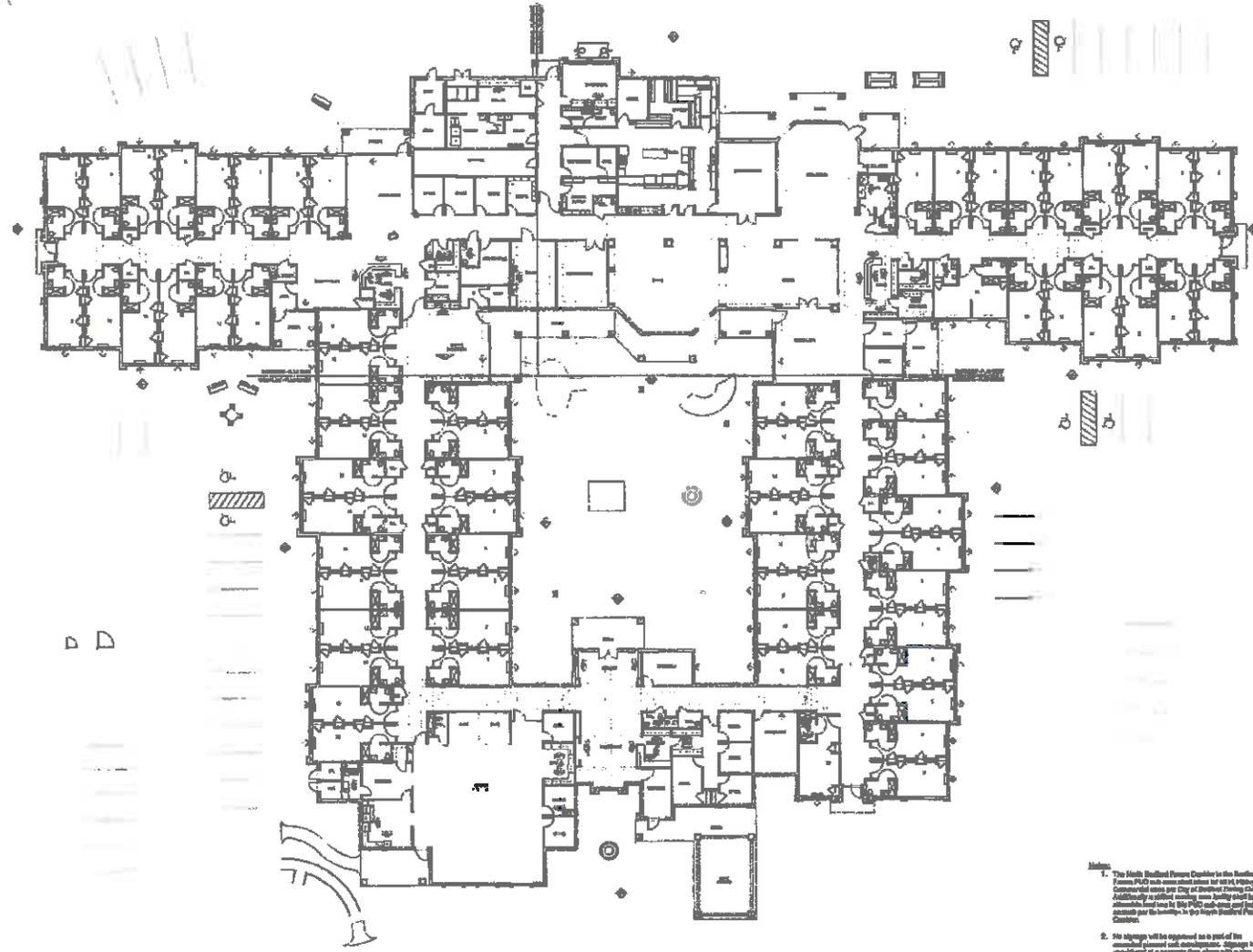
PLANTING NOTES AND DETAILS

Z-256

City of Bedford Texas
Development Department
Planning and Zoning

07-30-14P03:02 RCVD

C:\Users\jgibson\Documents\Bldg\140715\140715.dwg [11/11/14] 11:58:28 AM



A1 FLOOR PLAN
SCALE: 1/8" = 1'-0"

- Notes:**
1. The Multi-Bedded Floor Plan is in the Bedford Form PLD and was submitted for 2014. History Commercial uses per City of Bedford Zoning Ordinance. Additionally a different zoning was being checked for an alternative zoning for the PLD and was not included as part of the history in the Bedford Floor Plan.
 2. No storage will be approved on or out of the structural element and construction. Storage is considered as a separate item being with in sign permit.



pi architects
2009 Ardenwood St., Suite 202
Aurora, TX 76731
P: (817) 252-8811-1016
F: (817) 252-1184
www.piarchitect.com

MERIDIAN BEDFORD NURSING BEDFORD, TX

OWNER:
MERCURY COMMERCIAL GROUP, L.P. (MCG)
1001 W. TRINITY COMMONS, SUITE 400
DALLAS, TX 75203

PROJECT:
PLD AMENDMENT
2014 P03:02
Zoning Case Z-256

DESIGNER:
PI ARCHITECTS, INC.

DATE:
11/11/2014
PROJECT NUMBER:
140715
DRAW TITLE:
FLOOR PLAN

SCALE:
A3.1

Z-256

City of Bedford Texas
Development Department
Planning and Zoning



07-30-14 P03:02 RCVD



A4 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



A3 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



A2 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



A1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

TRIM

STUCCO

STONE

- Notes:**
- The North Bedford Project Owner is the Bedford Town PUD and does not share with the City of Bedford Planning Commission. All drawings created during this project shall be used in accordance with the PUD Agreement and not be used in any way to support the North Bedford Project Owner.
 - No changes will be implemented as a part of the intended planned and conceptual. Changes to construction details shall be reviewed with the project.

Plorch Architecture
2008 Colburn St. Suite 100
Austin, TX 78704
P: (512) 881-1800
F: (512) 881-1800
www.plorch.com

**MERIDIAN BEDFORD NURSING
CENTER
BEDFORD, TX**

CONTRACTOR:
MCCORMICK QUALITY CONSTRUCTION
10411 FORTWORTH, TX 76137

PROJECT:
PUD AMENDMENT
2016 PUD Project
Zoning Case Z-256

DATE:
08/08/2014

PROJECT NUMBER:
1000

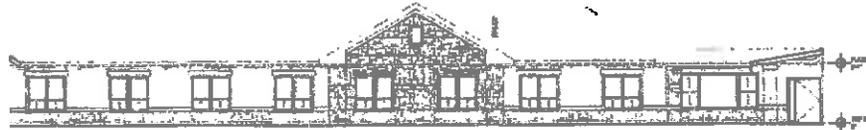
DATE:
A4.1

Z-256

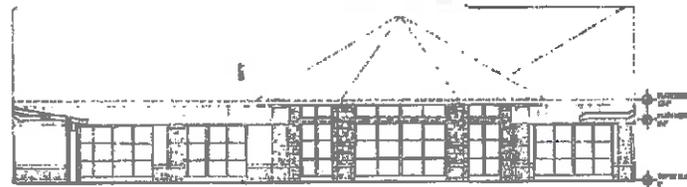
City of Bedford Texas
Development Department
Planning and Zoning
07-30-14 P03:01 RCVD



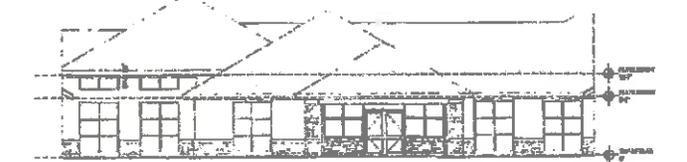
B4 WEST COURTYARD ELEVATION
SCALE: 1/8" = 1'-0"



B3 EAST COURTYARD ELEVATION
SCALE: 1/8" = 1'-0"



B2 SOUTH COURTYARD ELEVATION
SCALE: 1/8" = 1'-0"



B1 NORTH COURTYARD ELEVATION
SCALE: 1/8" = 1'-0"



REFER TO SHEET A4.1 FOR
TYPICAL FINISH LOCATIONS
AND COLORS

- Notes:**
- The North Bedford Power Center is the Bedford Power Plant and does not exist until April 14, 2014. Construction shall occur after the power plant is fully operational as indicated on the site plan. The power plant shall be an industrial building and shall be located as shown on the site plan in the North Bedford Power Center.
 - All signage shall be approved as a part of the overall site plan development. Approval considered if a separate site plan is submitted.

PI ARCHITECTS
 2000 Highway 88, Suite 200
 Austin, TX 78721
 P: (512) 851-1910
 F: (512) 851-1908
 www.piaarch.com

**MERIDIAN BEDFORD NURSING
BEDFORD, TX**

OWNER:
MERCURY HEALTH CARE SERVICES
10000 W. 10TH STREET
DALLAS, TX 75243

PLD AMENDMENT
2016 Forest Play
Zoning Case Z-256

PIA ARCHITECTS, INC.

NO. 20160254
POLYMER
10000
FOREST PLAY
BUILDING
ELEVATIONS

DATE: A4.3

Z-256

EXHIBIT B

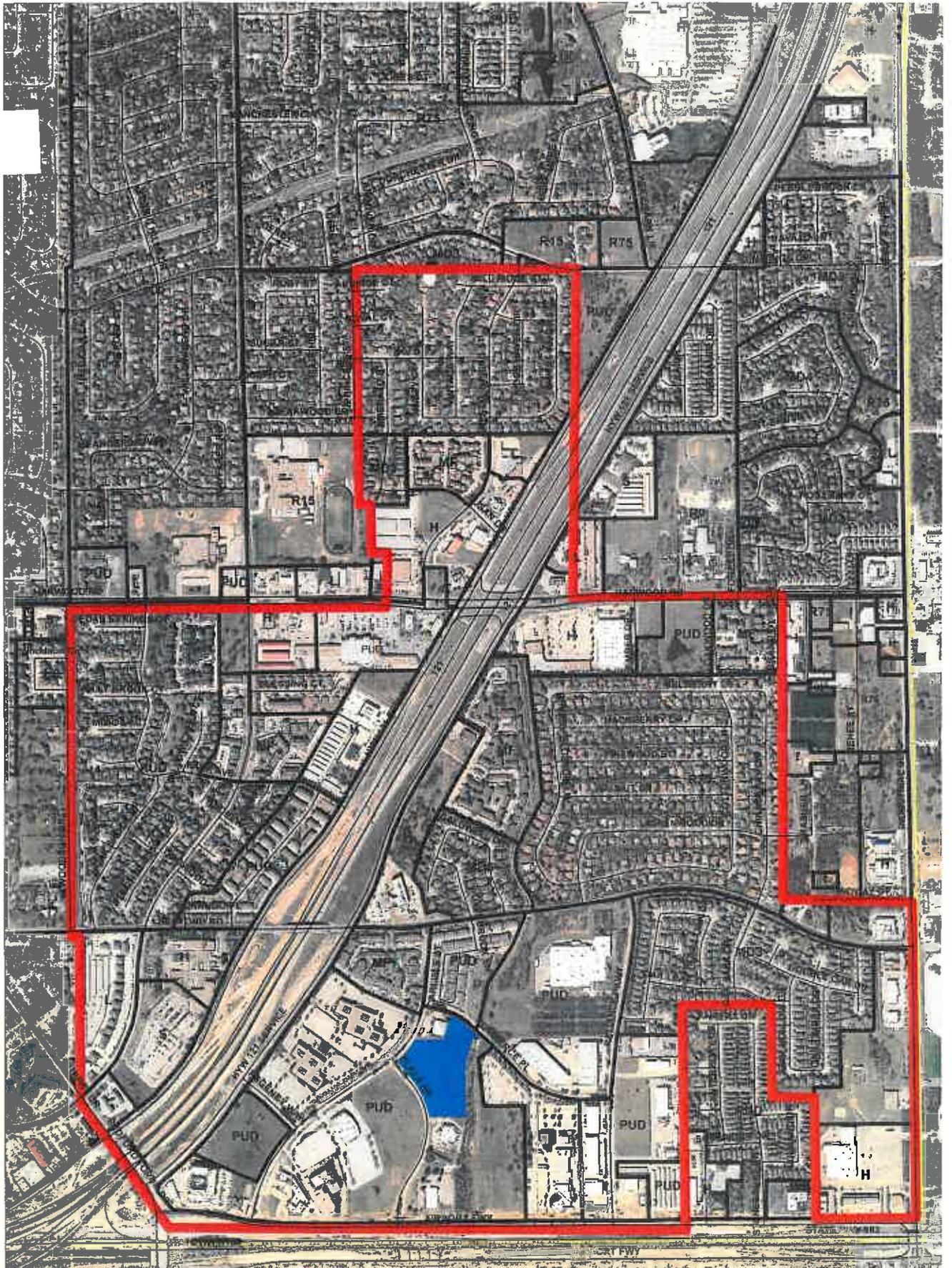


Exhibit B -- North Bedford Forum Corridor



Zoning



Bedford Forum Land Use Plan



North Bedford Forum Corridor

Z-256



City of Bedford Texas
Development Department
Planning and Zoning

07-16-14P01:18 RCVD

City of Bedford Change of Zoning Application

Applicant Name (Print): HEB SNF RE, VP (*Signature): [Signature]

Address: 3811 Turtle Creek #1050 Dallas, TX 75219

Telephone number: 214-651-4000 Fax number: N/A

I, the undersigned owner, or NA (Option Holder, etc.) of the following described real property located in the City of Bedford, Texas, hereby make application for a change of zoning classification:

From: PUD 106 To: Amended to PUD 106

as provided in the City of Bedford Zoning Ordinance. I hereby certify that there are no existing dwellings or other buildings located on the property which would not conform to the construction standards, of the zoning classification being proposed, except as provided in Section 2.3, Nonconforming Lots, Nonconforming Uses of Land, Nonconforming Structures & Nonconforming Uses of Structures & Premises of the City of Bedford Zoning Ordinance.

Legal Description: Lot 1A Block 4A Addition Bedford Forum
Tract Abstract No. 810 Survey William K. Jemper to the City of Bedford, Texas.
Street Address 3304 Commerce Place

Fee: (\$205.00 plus \$205.00 per acre over one.) \$205.00 + \$205.00 x 0 = \$205.00
Payable by cash, Visa, MasterCard, or check made out to the City of Bedford. (# of acres) (total fee)

Property Owner (if not applicant): (*Signature) [Signature]

(Print name) KAMRAN BEHROOZI

(Company name) K&S TEXAS PROPERTIES LLC

(Street Address, City, State & Zip Code) 4709 SEAFARER CT., FLOWER MOUND, TX, 75022

(Telephone number) 214-477-4383 (FAX number)

Land Planner/Engineer/Surveyor: (*Signature) [Signature]
Shawn Rochenbaugh

(Print Name) JONES & CARTER, INC

(Company Name) 6509 Windcrest Dr. Suite #600 Plano TX 75024

(Street Address, City, State & Zip Code,) 972 488 3880 972 488 3882
(Telephone number) (FAX number)

1 of 2

Z-256



City of Bedford Texas
Development Department
Planning and Zoning

07-16-14P01:18 RCVD

**City of Bedford
Change of Zoning Application**

Applicant Name (Print): HEB SNF RE, L.P. (*Signature):

Address: 3811 Turtle Creek #1050, Dallas, TX 75219

Telephone number: 214-651-4000 Fax number: N/A

I, the undersigned owner, or N/A (Option Holder, etc.) of the following described real property located in the City of Bedford, Texas, hereby make application for a change of zoning classification:

From: PUD 106 To: Amendment to PUD 106

as provided in the City of Bedford Zoning Ordinance. I hereby certify that there are no existing dwellings or other buildings located on the property which would not conform to the construction standards, of the zoning classification being proposed, except as provided in Section 2.3, Nonconforming Lots, Nonconforming Uses of Land, Nonconforming Structures & Nonconforming Uses of Structures & Premises of the City of Bedford Zoning Ordinance.

Legal Description: Lot FR2 Block 4 Addition Bedford Forum
Tract Abstract No. 860 Survey William W. James to the City of Bedford, Texas.
Street Address 2022 Plaza Drive

Fee: (\$205.00 plus \$205.00 per acre over one.) $205.00 + 205.00 \times 4.8 = \1187.00
Payable by cash, Visa, MasterCard, or check made out to the City of Bedford. (# of acres) (total fee)

Property Owner (if not applicant): (*Signature)

(Print name) FORUM COMMENCE LP
BY FARMON INC ITS GENERAL PARTNER

(Company name) FARMON INC

FORUM COMMENCE LP
(Street Address, City, State & Zip Code)
535 FAIRFIELD ROAD SUITE B
WILLOWBROOK TX 75027
(Telephone number) 630-455-3040 (FAX number)

Land Planner/Engineer/Surveyor: (*Signature)

Shawn Rockendough
(Print Name)

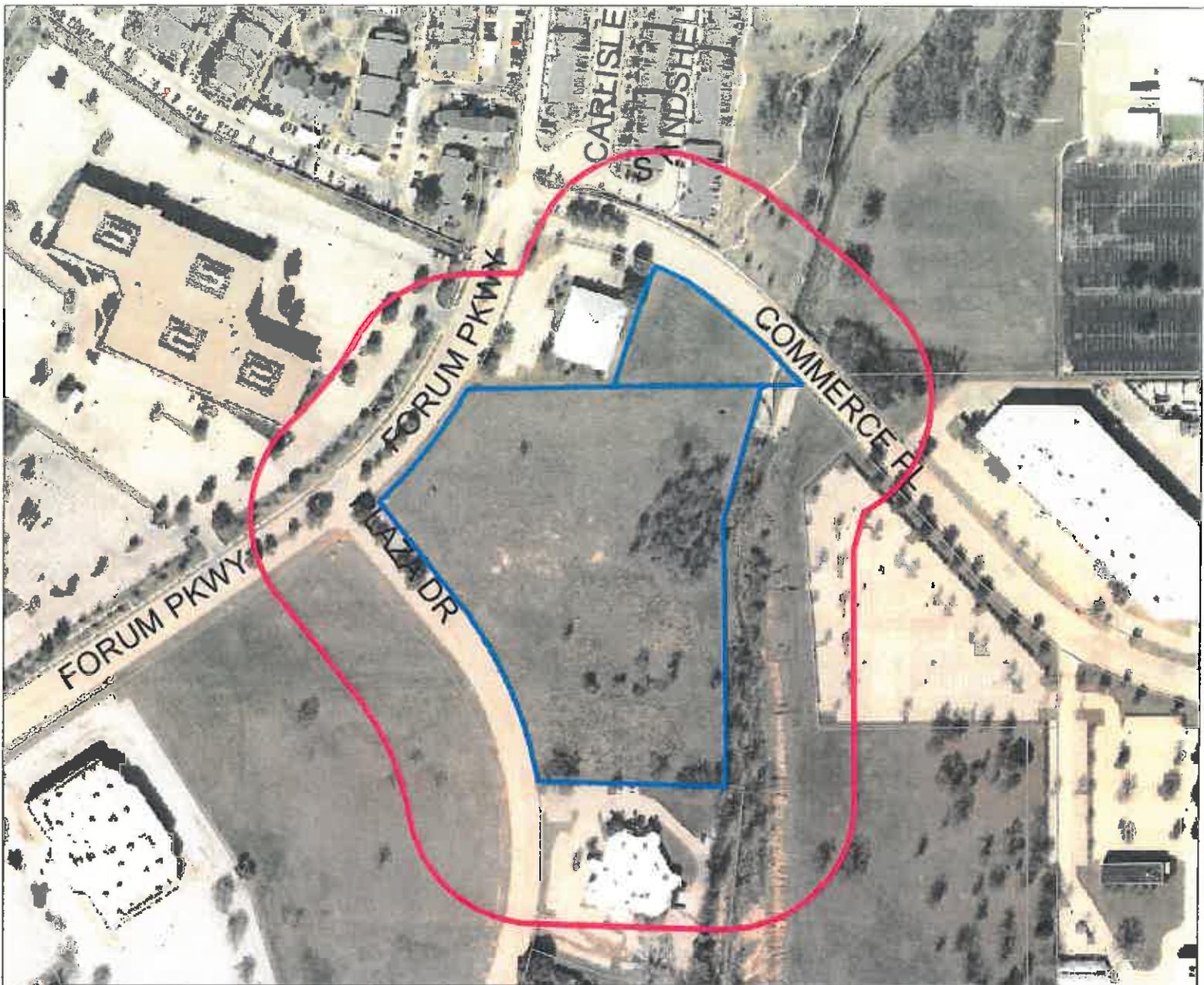
Jones + Carter, Inc
(Company Name)

6509 Windcrest Drive #600 Plano TX 75024
(Street Address, City, State & Zip Code)
972 488 3880 972 488 3882
(Telephone number) (FAX number)

JC JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

Emily K. Daniel
Design Engineer
edaniel@jonescarter.com
6509 Windcrest Drive, Suite 600
Plano, Texas 75024-3074
Tel 972 488 3880
Fax 972 488 3882

2 of 2



Hearing

Date: 9-11-2014 Z-256

**Address: 002022 PLAZA DR
Addition: BEDFORD FORUM ADDITION
Bedford, TX 76021**

SUBNUM: 1950 BLOCK: 4 LOT: FR2

**Address: 003304 COMMERCE PL
Addition: BEDFORD FORUM ADDITION
Bedford, TX 76021**

SUBNUM: 1950 BLOCK: 4A LOT: 1A



-  200 Ft Buffer
-  Project Location

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

Z-256



**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF SEPTEMBER 11, 2014**

DRAFT

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

Motion approved 6-0-0. Chairman Reese recommended approval of Zoning Case Z-255.

3. **Public hearing and consider a request to amend Planned Unit Development Ordinance No. 106, specific to amending the Bedford Forum Land Use Plan Development (PUD) Standards, Section II. Site Plan, for the properties located within the Bedford Forum, specifically for the properties known as Lot 1A, Block 4A, Bedford Forum Addition, located at 3304 Commerce Place, Bedford, Texas, and Lot FR2, Block 4, Bedford Forum Addition, located at 2022 Plaza Drive, Bedford, Texas, to allow for Nursing, Rest & Convalescent Homes, specifically allowing for a Skilled Nursing Facility. The properties are generally located south of Bedford Road and east of State Highway 121. (Z-256)**

Chairman Reese recognized William Syblon, Development Director who reviewed Zoning Case Z-256. Dan Boutwell, City Planner Consultant, Municipal Planning Resources (MPRG) who was also present, and prepared to address the planning aspects pertaining to this application.

Chairman Reese recognized Shawn Rockenbaugh, Consulting Civil Engineer, Jones & Carter Inc., 6509 Windcrest Drive, Plano, Texas, and Ron Cibulka, Meridian Realty Advisors, 3811 Turtle Creek, Boulevard, Dallas, Texas, who were there to present this application.

Chairman Reese opened the public hearing at 7:15 p.m., and there being no one to speak, closed the public hearing at 7:19 p.m.

The Commission discussed the application.

Motion: Commissioner Hall made a motion to approve Zoning Case Z-256 with the stipulations:

1. The land uses permitted be limited to skilled nursing care in addition to the land uses currently permitted in the Bedford Forum PUD.
2. The masonry and exterior wall construction emulate the requirements of the Master Highway Corridor Overlay District.

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

Motion approved 6-0-0. Chairman Reese recommended approval of Zoning Case Z-256.

4. **Public hearing and consider a request for a preliminary plat for the properties located at 2403 Bedford Road and 2300 Bedford Road, Bedford, Texas. The properties are known as a portion of Lot 1R, Block 1, Bedford Baptist Temple Addition and Tract 2A, Abstract 94, Mary Ann Barnes Survey being platted as Lots 1 through 23, Block 1, Avalon Place Addition. The properties are generally located north of Bedford Road and east of Central Drive. (P-029)**

Chairman Reese recognized William Syblon, Development Director who reviewed Preliminary Plat Case P-029. Dan Boutwell, City Planner Consultant, Municipal Planning Resources (MPRG) was present, and prepared to address the planning aspects pertaining to this application. Tom Hoover, Director of Public Works/Engineering was also present, and prepared to address the engineering aspects pertaining to this application.

Chairman Reese recognized Bryan Holland, 1203 South White Chapel Boulevard, Southlake, Texas, who was there to present this application.

Chairman Reese opened the public hearing at 7:27 p.m., and recognized the following:



CITY OF
BEDFORD

OFFICE OF THE CLERK OF COURTS, BEDFORD, TEXAS 76010
www.bedfordtx.gov

September 3, 2014

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: clopez@star-telegram.com on Wednesday, September 3, 2014.

FROM:

City of Bedford
Yolanda Alonso, Planning and Zoning

Dear Christine,

Please publish the following in "Legal Notices" on Friday, September 5, 2014.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Tuesday, September 23, 2014, at 6:30 p.m., at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consider an ordinance to amend Ordinance 14-3082 for the property known as Lot CR, Block 4, Bedford Forum Addition, located at 3737 Airport Freeway, Bedford, Texas, from Heavy Commercial/Specific Use Permit/New & Used Cars & Truck Sales/Service, allowing for Used Car Sales, Mac Churchill AutoMall to Heavy Commercial/Specific Use Permit/New & Used Cars & Truck Sales/Service/Flag Poles, for an amended site plan to add two (2) flag pole structures to be 80 ft. in height for two (2) 20 ft. X 30 ft. sized flags. The property is generally located north of State Highway 183 and east of State Highway 121. (Z-255)

Public hearing and consider an ordinance to amend Planned Unit Development Ordinance Number 106, specific to amending the Bedford Forum Land Use Plan Development Standards, II. Site Plan, for the properties located within the North Bedford Forum Corridor, specifically for the properties known as Lot 1A, Block 4A, Bedford Forum Addition, located at 3304 Commerce Place, Bedford, Texas, and Lot FR2, Block 4, Bedford Forum Addition, located at 2022 Plaza Drive, Bedford, Texas, to allow for Nursing, Rest & Convalescent Homes, specifically allowing for a Meridian Skilled Nursing Facility. The properties are generally located south of Bedford Road and east of State Highway 121. (Z-256)

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



Council Agenda Background

PRESENTER: Meg Jakubik, Assistant to the City Manager

DATE: 09/23/14

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

ITEM:

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

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

During the Budget Work Session, staff advised the City Council that the proposed budget included supplemental revenue amounts dependent on an update to the Fee Ordinance. In addition, staff has conducted a review of each department's fees to ensure that fees remain appropriate for the services related to the fees. The attached fee ordinance incorporates all recommendations from the City departments. The following lists identify the proposed changes (with page numbers from the red-line version).

Building Department:

- Increase Contractor Registration Fee from \$75.00 to \$100.00 (pg. 5).
- Increase Contractor Renewal Fee from \$37.50 to \$100.00 and remove the grace period (pg. 5).
- Increase the Demolition Fee from \$38.00 to an amount based on total value of the demolition (pg. 11).
- Increase Multi-Family Inspection Fee from \$0.75 to \$1.50 per month per unit (impact included as supplemental revenue in proposed budget) (pg. 15).
- Change language regarding when the fee is due for plan reviews and building permits (pg. 6).
- Remove license fees for Electrical as they are not applicable since the institution of a State-wide license (pg. 8).

Old Bedford School:

- Include a 10% discount for individual artists or cultural groups renting the facility and exempt them from audio/visual fees (pg. 22).
- Add Catering Fees, including an application fee for the Preferred Catering List, and event charges for groups over 25 using a preferred or non-preferred caterer (pg. 22).

Recreation Department:

- Institute peak pricing for Pavilion rentals at Boys Ranch and Central Park for all rentals from May through August (pg. 26).
- Increase Splash Cabana Rental fee from \$105.00 to \$125.00 (pg. 27).
- Increase Splash Pavilion Rental fee from \$75.00 to \$100.00 (pg. 27).
- Institute peak pricing for Gym Rentals at the Boys Ranch Activity Center for all rentals from May through August (pg. 27).
- Institute peak pricing for Room Rentals at the Boys Ranch Activity Center for all rentals from May through August (pgs. 28-29).

- Increase Weekly Day-Camp fee from \$100.00 to \$120.00 per week, with a discount for pre-paying weeks before the session begins, and remove outdated pricing structures (pg. 30).
- Redefine Field Reservations to apply to all athletic fields and institute peak pricing for all rentals from September to December (pgs. 30-31).

Street Department:

- Add a refundable deposit for Barricade rentals and replacement costs for non-returned items (pg. 32).

Water Department:

- Increase Fire Hydrant Meter deposit from \$1,150.00 to \$1,500.00 (pg. 32).
- Add a fee for Reduced Pressure Zone Certification tests for Fire Hydrants (pg. 33).
- Add a fee for Water or Sewer Tap Abandonment (pg. 33).
- Revise Sewer Tie-in fees to be in line with costs (pg. 33).
- Revise Boring fee to cover actual costs (pg. 33).
- Revise Manhole fee to be in line with current methods (pg. 33).
- Revise Broken Meter fees to cover actual costs (pg. 34).

Stormwater Department:

- Include fees for Grease Trap/Interceptor Permit and Liquid Waste Transporter Permit (pg. 35).

Where appropriate, staff has conducted surveys of area cities or evaluated current costs to provide these services when proposing updated fees. Additionally, the changes for the Recreation Department have been reviewed and approved by the Parks and Recreation Advisory Board.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending the City of Bedford Code of Ordinances Appendix A – Schedule of Fees, by updating fees imposed by the City; containing a savings clause; repealing all ordinances in conflict herewith; and providing for an effective date.

FISCAL IMPACT:

The Multi-Family Inspection fee is the only proposed change that has a calculated impact, which is \$76,500 and was included in the approved FY 14-15 Budget.

ATTACHMENTS:

Ordinance
Red-line ordinance

ORDINANCE NO. 14-

AN ORDINANCE AMENDING THE CITY OF BEDFORD CODE OF ORDINANCES APPENDIX A - SCHEDULE OF FEES, BY UPDATING FEES IMPOSED BY THE CITY; CONTAINING A SAVINGS CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

ADMINISTRATION

ENGINEERING

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

PLANNING AND ZONING

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

ORDINANCE NO. 14-

exempt from all special event application fees and reimbursement charges.

Yearly Mobile Food Unit Permit **\$400.00 one- time per calendar year**
Fee Refunds: The fee is fully refundable prior to the review process beginning. Once the application review process has begun only 35 percent of the Mobile Food Unit Permit paid will be issued if the permit is withdrawn or cancelled.

One Day Only Mobile Food Unit Permit **\$100 one day only fee**
Fee Refunds: The fee is fully refundable prior to the review process beginning. Once the application review process has begun only 35 percent of the Mobile Food Unit Permit paid will be issued if the permit is withdrawn or cancelled.

Outside Sales or Storage of Merchandise **\$100.00**

Gas Well Permit **\$10,000.00**

Annual Gas Well Inspection **\$2,500.00**

VITAL STATISTICS

Birth certificate **\$23.00 for each certified copy**

Death certificate **\$21.00 for the first copy**
\$4.00 for each additional copy

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

PUBLIC INFORMATION

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

NOTARY FEE **\$5.00**

MUNICIPAL COURT ON-LINE TRANSACTION FEE **\$3.00**

ANIMAL CONTROL

ADOPTION

Fee	
Cats	\$55.00
Dogs (less than 50 lbs.)	\$70.00
Dogs (50 – 75 lbs.)	\$90.00
Dogs (over 75 lbs.)	\$100.00
	or equivalent (as approved by the Police Chief)

ADOPTER REQUEST WAIVER FOR SPAY/NEUTER REQUIREMENT

Refundable Deposit (upon proof of sterilization within 30 days)	\$25.00
---	---------

ADOPTER REQUEST WAIVER FOR RABIES VACCINATION REQUIREMENT

Refundable Deposit (upon proof of vaccination within 30 days)	\$10.00
---	---------

CARCASS REMOVAL HOUSEHOLD PETS

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

IMPOUNDMENT DURING CONSECUTIVE TWELVE MONTH PERIOD

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

BOARDING DURING IMPOUNDMENT

\$8.00 per day

DAILY RABIES QUARANTINE FEE

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

RELINQUISHMENT OF ANIMAL

Animals suspect of rabies	\$55.00
Animals for euthanasia	\$40.00
Dogs and cats	\$15.00
All others	Reimbursement of all incurred expenses associated with the care and disposition of the relinquished animal

LICENSING

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

PERMITS

Multi-pet	\$15.00
Permit Eligible/Non-Domestic	\$150.00 per animal

BUILDING DEPARTMENT

BUILDING PERMIT FEES

Registration Fee (For all contractors and trades)	\$100.00
Renewal Fee (For all contractors and trades)	\$100.00
Total value of all construction	
\$1.00 to \$500.00	\$30.00
\$501.00 to \$2,000	\$30.00 for first \$500, plus \$4.00 for each additional \$100, or fraction thereof, up to and including \$2000.
\$2,001 to \$25,000	\$90.00 for the first \$2,000., plus \$18.00 for each additional \$1,000. or fraction thereof, up to and including \$25,000.
\$25,001 to \$50,000	\$509 for the first \$25,000, plus \$13.00 for each additional \$1,000, or fraction thereof, up to and including \$50,000.
\$50,001 to \$100,000	\$837 for the first \$50,000, plus \$9.00 for each additional \$1,000, or fraction thereof, up to and including \$100,000.
\$100,001 to \$500,000	\$1,292 for the first \$100,000, plus \$7.00 for each additional \$1,000, or fraction thereof, up to and including \$500,000.
\$500,001 to \$1,000,000	\$4,204 for the first \$500,000 plus \$6.00 for each additional \$1,000, or fraction thereof, up to and including \$1,000,000.
\$1,000,001 and up	\$7,290 for the first \$1,000,000 plus \$5.00 for each additional \$1,000, or fraction thereof.
Residential construction valuation shall be a minimum of:	\$65.00 per square foot
Sidewalk and or Approach (center lot)	\$26.00
Sidewalk and or Approach (corner lot)	\$38.00

BUILDING INSPECTION FEES

Inspections outside of normal business hours	\$60.00 per hour minimum \$120.00, or cost (minimum two hour charge) to City of Bedford, whichever is greater.
Re-inspection fees	\$60.00 per hour or cost to City of Bedford, whichever is greater.
Inspection for which no fee is specifically indicated	\$60.00 per hour minimum \$30.00, or cost to (minimum charge one-half hour) City of Bedford, whichever is greater.
Additional plan review required by changes, Additions or revisions to plans minimum	\$60.00 per hour \$30.00 or cost to (minimum charge one-half hour) City of Bedford, whichever is greater.
For use of outside consultants for plan checking and inspections, or both.	Actual cost.
Plan review fee For construction projects, 65% of the building permit fee will be due upon submittal of the permit application. Upon approval and issuance of the permit, then the 65% will be retained as a plan review fee.	65% of building permit fee

BUILDING AND STANDARDS COMMITTEE

Application for appeal \$100.00

Fee Refunds:

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

CERTIFICATE OF OCCUPANCY

Change of occupancy	\$60.00
Temporary certificate of occupancy	\$60.00

ELECTRICAL

Dwelling units; apartments \$63.00 + .10/sf

ORDINANCE NO. 14-

Commercial buildings

(a) Less than 1,000	\$53.00 + .11/sf
(b) 1,001-10,000	\$71.00 + .07/sf
(c) 10,001-50,000	\$133.00 + .06/sf
(d) 50,001-greater	\$620.00 + .05/sf

**Pools (above and below ground),
spas and hot-tubs**

\$63.00 each

Minimum permit fee

\$45.00 each

Electrical construction pole

\$45.00 each

Addition or relocation of outlets

\$4.00

Temporary utilities

\$71.00 each

Reconnect for Certificate of Occupancy

\$63.00 each

Inspections outside of normal business hours

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

Re-inspection fees

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

Inspection for which no fee is specifically indicated

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

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

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

Plan review fee

65% of building permit

For construction projects, 65% of the building permit fee will be due upon submittal of the permit application. Upon approval and issuance of the permit, the remainder 35% of the permit fee shall be paid upon obtaining the permit. If the applicant fails to obtain a building permit, then the 65% will be retained as the plan review fee.

Fee Refunds

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

MICELLANEOUS FEES: RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL

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

FENCES:

All fences are required to have a permit.

Residential	\$30.00
Multi-family	Valuation calculated per total cost of construction.
Commercial	Valuation calculated per total cost of construction.
Inspections outside of normal business hours	\$60.00 per hour minimum \$120.00, or cost (minimum two hour charge) to City of Bedford, whichever is greater.
Re-inspection fees	\$60.00 per hour minimum or cost to City of Bedford, whichever is greater.
Inspection for which no fee is specifically indicated	\$60.00 per hour minimum \$30.00 or cost (minimum one-half hour charge) to City of Bedford, whichever is greater.
Additional plan review required by changes, additions or revisions to plans	\$60.00 per hour minimum \$30.00 or cost (minimum one-half hour charge) to City of Bedford, whichever is greater.
For use of outside consultants for plan checking and inspections, or both	Actual cost.

GRADING

Minimum permit Fee	\$38.00
50 cubic yards or less	\$23.00
51 to 100 cubic yards	\$34.00

ORDINANCE NO. 14-

101 to 1,000 cubic yards	\$34.00 for the first 100 cubic yards plus \$16.00 for each additional 100 cubic yards or fraction thereof.
1,001 to 10,000 cubic yards	\$175.00 for the first 1000 cubic yards plus \$13.00 for each additional 1000 cubic yards or fraction thereof.
10,001 to 100,000 cubic yards	\$297.00 for first 10,000 cubic yards, plus \$61.00 for each additional 10,000 cubic yards or fraction thereof.
100,001 cubic yards or more	\$843.00 for the first 100,000 cubic yards plus \$34.00 for each additional 10,000 cubic yards or fraction thereof.
Inspections outside of normal business hours	\$60.00 per hour minimum \$120.00, or cost (minimum two hour charge) to City of Bedford, whichever is greater.
Re-inspection fees	\$60.00 per hour, or cost to City of Bedford, whichever is greater.
Inspection for which no fee is specifically indicated	\$60.00 per hour, minimum \$30.00 or cost (minimum one-half hour charge) to City of Bedford, whichever is greater.
Additional plan review required by changes, additions or revisions to plans	\$60.00 per hour, minimum \$30.00 or cost to (minimum charge one-half hour) City of Bedford, whichever is greater.
For use of outside consultants for plan checking and inspections, or both.	Actual cost.

IRRIGATION

Minimum Permit Fee	\$38.00
Lawn sprinkler system on any meter	\$68.00
Vacuum breakers or backflow protective devices from 1 to 4.	\$68.00
Vacuum breakers or backflow protective devices 5 or more.	\$2.00

ORDINANCE NO. 14-

Inspections outside of normal business hours	\$60.00 per hour minimum \$120.00, or cost (minimum two hour charge) to City of Bedford, whichever is greater.
Re-inspection fees	\$60.00 per hour or cost to City of Bedford, whichever is greater.
Inspection for which no fee is specifically indicated	\$60.00 per hour, minimum \$30.00 or cost (minimum one- half hour charge) to City of Bedford, whichever is greater.
Additional plan review required by changes, additions or revisions to plans	\$60.00 per hour, minimum \$30.00 or cost (minimum one- half hour charge) to City of Bedford, whichever is greater
For use of outside consultants for plan checking and inspections, or both.	Actual cost.

MECHANICAL SYSTEMS

Minimum Permit Fee	\$38.00
Installation or relocation of heating or air conditioning equipment in residential occupancy	\$45.00
Installation or relocation of heating or air conditioning equipment in multi-family, per unit	\$38.00
Repair, alteration or addition to heating, cooling refrigeration unit, including installing controls	\$38.00
Install heating equipment in commercial occupancy:	
Electrical - per kW up to 5 kW	\$9.00
Each additional kW	\$2.00
Gas - 100,000 BTU or less	\$14.00
Each additional 25,000 BTU	\$3.00
Install air conditioning equipment in commercial occupancy per ton up to 5 tons	\$23.00
Each additional ton	\$5.00
Install hood served by mechanical exhaust	\$12.00
Install appliance or equipment regulated by Code but not classed in appliance categories for which no other fee is listed	\$23.00

ORDINANCE NO. 14-

Inspections outside of normal business hours	\$60.00 per hour minimum \$120.00, or cost (minimum two hour charge) to City of Bedford, whichever is greater.
Re-inspection fees	\$60.00 per hour, or cost to City of Bedford, whichever is greater.
Inspection for which no fee is specifically indicated	\$60.00 per hour, minimum \$30.00 or cost (minimum one- half hour charge) to City of Bedford, whichever is greater.
Additional plan review required by changes, additions or revisions to plans	\$60.00 per hour, minimum \$30.00 or cost (minimum one- half hour charge) to City of Bedford, whichever is greater.
For use of outside consultants for plan checking and inspections, or both.	Actual cost.
MISCELLANEOUS	
Residential Roof/Reroof	\$50.00
Demolition	Based on value of work
Total Value of Demolition	
\$1.00 - \$500	\$30.00
\$501 - \$1,000	\$50.00
\$1,001 - \$5,000	\$144.00
\$5,001 - \$10,000	\$234.00
\$10,001 - \$25,000	\$504.00
\$25,001 - \$50,000	\$834.00
\$50,001 - \$75,000	\$1,062.00
\$75,001 and up	\$1,287.00
Moving building permit	\$75.00
Mowing/maintenance administrative fee	\$100.00
Multi-Family Inspection Fee	\$1.50 per month per unit
Residential Roof/Reroof	\$50.00

ORDINANCE NO. 14-

Right of way Utilization	Utility franchise holders are exempt from fees. All others are \$1,000.00 per bore and \$1.00 per lineal foot.
Temporary Building	\$38.00
Tree Removal	\$7.50 Per Acre

Plan review fee 65% of Building Permit
For construction projects, 65% of the building permit fee will be due upon submittal of the permit application. If the applicant fails to obtain a building permit, then the 65% will be retained as the plan review fee.

Fee Refunds

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

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

PLUMBING

Minimum Permit Fee	\$38.00
Per fixture or trap	\$11.00
Per building or trailer sewer	\$23.00
Rainwater systems - per drain	\$11.00
Private sewage disposal system	\$60.00
Water heater/boiler	\$11.00
Gas piping system of 1 to 4 outlets	\$8.00
Gas piping system of 5 or more, per outlet	\$2.00
Gas line repair/test	\$38.00
Industrial waste pretreatment interceptor	\$60.00
Installation or repair of water piping	\$30.00
Installation or repair of drainage or vent piping	\$30.00
Lawn sprinkler system on any meter	\$68.00
Vacuum breakers or backflow protective devices on tanks, vats, from 1 to 4 traps.	\$68.00
Vacuum breakers or backflow protective devices on tanks, vats, 5 or more.	\$2.00

ORDINANCE NO. 14-

Water Well, backflow protective device.	\$150.00 (Bedford Code of Ordinances, 78-2.)
Plumbing for residential new construction:	\$75.00
Lawn sprinkler	\$68.00
Plumbing water piping repair	\$30.00
Plumbing drainage piping repair	\$30.00
Apartment:	
(a) One bedroom efficiency, per apartment	\$45.00
(b) All other units, per unit	\$60.00
(c) Building sewer, per unit	\$23.00
Commercial Construction:	
(a) Each plumbing fixture	\$11.00
(b) Sewer Line	\$23.00
(c) Interceptors	\$60.00
(d) Rainwater systems	\$11.00
(e) Backflow protection device	\$68.00
Inspections outside of normal business hours	\$60.00 per hour minimum \$120.00, or cost (minimum two hour charge) to City of Bedford, whichever is greater.
Re-inspection fees	\$60.00 per hour or cost to City of Bedford, whichever is greater.
Inspection for which no fee is specifically indicated	\$60.00 per hour, minimum \$30.00 or cost (minimum one-half hour charge) to City of Bedford, whichever is greater.
Additional plan review required by changes, additions or revisions to plans	\$60.00 per hour, minimum \$30.00, or cost to City of Bedford, whichever is greater. (minimum charge one-half hour)
For use of outside consultants for plan checking and inspections, or both.	Actual cost.

SIGNS

Permanent, 1 to 50 sf.	\$50.00
Permanent, 51 to 100 sf.	\$100.00
Permanent, 101 to 200 sf.	\$200.00
Permanent, 201 to 300 sf.	\$300.00
Permanent, 301sf and over (per square foot)	\$1.00
Portable Sign	\$100.00
Banner Sign	\$50.00
Apartment Banner Sign	\$25.00
Weekend advertising (per year)	\$100.00
Grand Opening sign	\$30.00
Real Estate Land Sale	\$30.00
Open House	\$10.00
Commercial Complex Sale or Lease Free-standing	\$30.00
Commercial Unit Sale or Lease Wall Sign	\$30.00
New Commercial Building	\$30.00
New Commercial Building on Hwy 183, Hwy 121 or Hwy 157	\$30.00
Political Sign as defined in Ordnance #00-2536	No Fee
Sign for Non-Profit as defined in Ordnance #00-2536	No Fee
Municipal Banner as defined in Ordnance #00-2536	No Fee

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

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

MULTI-FAMILY INSPECTION FEE	\$1.50 per month per unit
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FIRE DEPARTMENT

AMBULANCE FEES

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

Ambulance Subscription Fee \$60.00 per household

REPORTS

Fire Incident Reports \$2.00 first page, additional page \$1.00

E.M.S. Incident Report \$2.00 each report

FIRE MARSHAL/INSPECTIONS

Certificate of Occupancy \$60.00

Temporary Certificate of Occupancy \$60.00

After Hours Inspections (after 5:00 p.m. or on weekend) First two hours \$150.00
Each addition hour \$50.00

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

A fee schedule as provided:

\$1 – \$500	\$50.00
\$501 – \$2,000	\$50.00 for the first \$500 plus \$5.00 for each \$100 or fraction
\$2,001 – \$25,000	\$125.00 for the first \$2,000 plus \$20.00 for each \$1,000 or fraction
\$25,001 – \$50,000	\$585.00 for the first \$25,000 plus \$15.00 for each \$1,000 or fraction
\$50,001 – \$100,000	\$960.00 for the first \$50,000 plus \$10.00 for each \$1,000 or fraction
\$100,001 – 500,000	\$1,460.00 for the first \$100,000 plus \$10.00 for each \$1,000 or fraction
\$500,001 – 1,000,000	\$5,060.00 for the first \$500,000 plus \$8.00 for each \$1,000 or fraction
\$1,000,001 or greater	\$9,060.00 plus \$6.00 for each \$1,000 or fraction

ORDINANCE NO. 14-

FIRE ALARM SYSTEM MONITORING PERMIT

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

FALSE ALARM FEE – Residential

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

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

FALSE ALARM FEE – Commercial (Non-Residential)

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

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

FIRE MARSHAL ANNUAL PERMIT

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

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

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

Any floors over four	\$30.00 per floor
Each apartment building	\$5.00 annually

ORDINANCE NO. 14-

HAZARDOUS MATERIALS ANNUAL PERMIT (includes flammable/combustible liquids)

POUNDS (POWDER AND SOLIDS)

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

GALLONS (LIQUIDS AND GELS)

Less than 25 gallons	\$25.00
More than 25 gallons but less than 100 gallons	\$37.50
Over 100 gallons but less than 1,000 gallons	\$70.00
Over 1,000 gallons (Fees are in addition to Fire Marshal permit)	\$137.50

PLAN REVIEW FEES

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

RE-INSPECTION FEES \$60.00

SPECIAL PERMITS

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

UNDERGROUND STORAGE TANKS INSTALLATION OR REMOVAL

UBC table with

Less than 1,000 gallons \$50.00 minimum

More than 1,000 gallons \$100.00 minimum

LPG TANK INSTALLATION OR REMOVAL

UBC table with minimum \$50.00

MOVIE/THEATRICAL EVENT

Fire marshal permit- per day \$125.00 first day
Each additional day \$75.00

Fire marshal on premises (minimum 3 hours) \$50.00 per hour

Stand-by firefighters (minimum 3 hours each) \$65.00 per hour

Stand-by medic (each-three hour minimum) \$65.00 per hour

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

REPORTS

Fire Cause and Origin Report
First 9 pages \$1.00
Each additional page \$0.10

Copies of Photos Actual cost of copies

ALL ADDITIONAL PERMITS LISTED IN THE UNIFORM
FIRE CODE, 1994 EDITION, SHALL BE \$25.00

FOOD PERMITS

Food Preparation Establishments \$150.00

Non-food Preparation Establishments \$100.00

Temporary Establishments \$35.00

STATE MANDATED INSPECTIONS

Hospitals \$100.00

Nursing and long-term care homes \$75.00

Daycare/Mother's day out \$50.00

Foster home and adoptive home \$10.00

Home inspection (insurance) \$50.00

LIBRARY

OVERDUE FEES	Daily Overdue Fee Per Item	Maximum Overdue Fee Per Item
Books, Magazines, CD's, Audio cassettes, Media Kits, Video cassettes	\$0.25	\$6.00
Digital Video Discs (DVD's)	\$1.00	\$6.00
Interlibrary Loan Materials	\$.50	\$12.00

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

LOST MATERIALS, EQUIPMENT FEES AND MATERIALS DAMAGED BEYOND REPAIR FEES

All materials or equipment	Purchase price of materials or equipment plus non- refundable \$6.00 preprocessing fee
Book jacket or cover	\$6.00
Medial containers	\$2.00

Refunds made for materials returned within 6 months of payments.

MINOR DAMAGE FEES

Chewed, torn or water damaged pages, covers or jackets	\$2.00 per occurrence
Ripped and/or cut pages and/or pictures	\$2.00 per page
Minor medial damage	\$6.00
Rebinding Fee	\$6.00

LIBRARY CARDS

Non-Resident*	\$25.00 per year
Short-term non-resident*	\$5.00 per month

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

MISCELLANEOUS SERVICE FEES

Reserves	No fee
Replacement of lost or damaged library card and Interlibrary loan circulation card	\$2.00
Photo copies (Black & White)	\$0.20 per page
Photo copies (Color)	\$0.50 per page
Print jobs	\$0.20 per page
Interlibrary Loan Fee	\$2.00

ORDINANCE NO. 14-

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

Faxing	
Each Page	\$1.00 per page
No international faxes	

LIBRARY ROOM RENTAL FEES

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

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

H-E-B non-profit group	\$25.00 flat fee
Large Meeting Room – 2 hour minimum	\$100.00 per hour
½ Large Meeting Room – 2 hour minimum	\$50.00 per hour
Meeting Room Kitchen Area – 2 hour minimum	\$25.00 per hour
Large Conference Room – 2 hour minimum	\$25.00 per hour
Computer Lab Room – 2 hour minimum	\$200.00 per hour

OLD BEDFORD SCHOOL

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

RENTAL FEES

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

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

Arts & Culture Discount: Individual artists or cultural groups will be eligible for a 10% discount on room rental fees and exempt from any applicable audio/visual fees. The discount is not applicable on any Saturday and bookings are made on a first come, first served basis. All other applicable rental contractual obligations must be met.

RENTAL FEES FOR BUSINESS TRAVELERS STAYING AT BEDFORD HOTELS

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

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

DEPOSIT

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

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

CATERING FEES (Groups over 25)

Preferred Catering List Application Fee	\$25.00
Preferred Caterer Event Charge	\$50.00/event
Non-preferred Caterer Event Charge	\$100.00/event

GUIDED TOURS

Children’s Groups	\$2.00 per person
Adult Groups	\$5.00 per person

ORDINANCE NO. 14-

Senior Citizen Groups	\$3.00 per person
12 or more	\$25.00 per group

WEDDING PACKAGES

SATURDAY RATES

PACKAGE A **\$1,500.00**

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

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

PACKAGE B **\$1,800.00**

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

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

FRIDAY AND SUNDAY RATES

PACKAGE A **\$1,200.00**

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

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

PACKAGE B **\$1,500.00**

Includes: Six (6) rectangular tables
Sixteen (16) 60” round tables

ORDINANCE NO. 14-

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

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

ADDITIONAL OPTIONS

Use of audio visual/sound system	\$75.00
Scheduled bridal portrait:	
A. M-F between 9 am and 4 pm	\$75.00 per hour
B. Other hours as scheduled	\$150.00 per hour
Purchase of brick	\$50.00 each
Purchase of flute, wine glasses	\$25.00 per set
Additional chairs	\$1.50 each
Cleaning Service	\$250.00 per event

WEDDING DEPOSIT

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

POLICE DEPARTMENT

ALARMS

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

FALSE ALARM FEE

First 3 False Alarm Calls	No Fee
4 th & 5 th Alarm Calls	\$50.00/per call
6 th & 7 th Alarm Calls	\$75.00/per call
8 th and above Alarm Calls	\$100.00/per call

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

SOLICITORS PERMIT

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

HANDBILL DISTRIBUTION PERMIT

Permit fee	No charge
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FINGERPRINTING FEE

Residential Charge per card	\$10.00
Non-Residential Charge per card	\$15.00

RECREATION DEPARTMENT

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

BOYS RANCH PARK PAVILIONS

Monday – Sunday Damage & Clean Up Deposit (Due at the time rental is made)	\$100.00
September – April Rental	
Full Pavilion Rental	\$120.00 for 6 hours
Half Pavilion Rental	\$60.00 for 6 hours
Non-resident	\$20.00 more/rental
May – August Rental	
Full Pavilion Rental	\$140.00 for 6 hours
Half Pavilion Rental	\$80.00 for 6 hours
Non-resident	\$20.00 more/rental

CENTRAL PARK PAVILION

September – April Rental	
Full Pavilion Rental	\$75.00 for 6 hours
Non-resident	\$20.00 more/rental
May - August Rental	
Full Pavilion Rental	\$100.00 for 6 hours
Non-resident	\$20.00 more/rental

BEDFORD SPLASH: SWIMMING

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

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

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

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

Group Rates

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

PRIVATE PARTY RENTAL

2 hour rental before or after hours	
Without slides – 1 to 100 people	\$350.00
Without slides – 101 to 200 people	\$380.00
Without slides– 201 to 300 people	\$410.00
With slide or Pro Bowl – 1 to 100 people	\$370.00
With slide or Pro Bowl – 101 to 200 people	\$400.00
With slide or Pro Bowl – 201 to 300 people	\$430.00
With both slide and Pro Bowl – 1 to 100 people	\$420.00
With both slide and Pro Bowl – 101 to 200 people	\$450.00
With both slide and Pro Bowl – 201 to 300 people	\$480.00
Each additional group of 40 people	\$80.00
Non-Resident Facility Rental	\$20.00 more per rental
Concession Stand Open	\$25.00
Cabana Rental	\$125.00
Non-resident fee	\$20.00 more per rental
(2 hour rental during business hours with 10 guest free admission)	
Pavilion Rental	\$100.00
Non-resident fee	\$20.00 more per rental
(2 hour rental during business hours with 10 guest free admission)	
Birthday Party Services	\$12.00 per child
Minimum of 10 children: 3 free adult guests included for every 10 paid guests.	

GYM RENTAL

September – April Rentals	
Full Court	\$45.00 per hour
Non-resident fee	\$20.00
Half Court	\$30.00 per hour
Non-resident fee	\$20.00
After hour rentals require a 2 hour minimum for full court. No half court rentals after hours.	
Non-athletic gym rental (entire gym)	\$85.00 per hour
(minimum of 2 hours)	
May - August Rentals	
Full Court	\$50.00 per hour
Non-resident fee	\$20.00
Half Court	\$40.00 per hour
Non-resident fee	\$20.00

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

Non-athletic gym rental (entire gym) 2 hours)	\$95.00 per hour (minimum of 2 hours)
Deposit Damages back charges	
Broken Ceiling Tile	\$20.00 per tile
Broken Window	\$50.00 per window

MEMBERSHIP IDENTIFICATION CARDS

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

WEIGHT ROOM MEMBERSHIPS

Yearly membership, required to have a membership ID card

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

ROOM RENTALS

September – April Rentals	
One Room	\$35.00 per hour
Two Rooms	\$45.00 per hour
Three Rooms	\$55.00 per hour
Non-Resident Fee	\$20.00
Deposit required on all rentals at the time of booking	\$100.00

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May – August Rentals	
One Room	\$45.00 per hour
Two Rooms	\$55.00 per hour
Three Rooms	\$65.00 per hour
Non-Resident Fee	\$20.00
Deposit required on all rentals at the time of booking	\$100.00

HOCKEY RINK

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

SENIOR CENTER

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

RECREATION CLASS FEES:

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

ONLINE TRANSACTION FEE	\$3.25
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SWIM LESSONS

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

YOGA

4 classes	\$25.00
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DOG OBEDIENCE

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

MONTHLY CLASSES

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

1 day per week	\$25.00
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MONTHLY CLASSES WITH SUPPLIES

Includes cooking, painting, craft, photos

1 day per week	\$30.00
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VALENTINE’S DANCE

All-inclusive - includes 1 picture, flowers dance,	\$10.00 per individual or \$18.00 per couple
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ELEMENTARY DANCES \$5.00 per person/per dance

EASTER

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

FULL DAY- DAY CAMP

Application fee for campers \$50.00 and \$25.00 per additional child per family
Application fee for junior counselor \$25.00
Weekly rate if paid after Wednesday of previous week \$120.00
Weekly rate if paid prior to opening of Day Camp session \$105.00
Weekly rate if paid by Wednesday prior to camp start \$115.00

OTHER

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

LEAGUES

NCAA Basketball League	10 games	\$450.00
Includes uniform, individual and team trophies		
Basketball League	8 Games	\$295.00
Softball League	8 Games	Returning teams \$300.00 First time teams \$320.00
Crazy Coed Softball	8 Games	Returning teams \$200.00 First time teams \$220.00
Indoor Volleyball League	8 Games	\$150.00

Will offer an early bird special on all leagues

SWIM TEAM

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

ATHLETIC FIELDS

Reservation January - August (2 hour minimum) \$35.00 per hour
Reservation September – December (2 hour minimum) \$40.00 per hour

STREET DEPARTMENT

SIDEWALK/CONCRETE PERMIT

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

DRIVE APPROACH PERMIT

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

BARRICADES

Rental Deposit equipment returned)	\$100.00 (refunded after all
Replacement Costs:	
A-Frame Panels	\$100.00 each
Vertical Panels	\$75.00 each
Traffic Cones	\$35.00 each
Traffic Barrels	\$90.00 each

WATER DEPARTMENT

WATER DEPOSIT

Residential	\$60.00
Fire Hydrant Meters	\$1,500.00
Commercial	\$300.00 or an amount equal to 2 times the City monthly average for commercial users; after the 3rd bill, a monthly average for that user will be determined. Then deposit required will be equal to 2 months of the calculated monthly average for that user. Overpayments will be credited and underpayment will be due.

Apartments \$35.00 per unit
 In lieu of cash, a bond may be used for multi-unit dwelling deposit requirements. A bond tendered pursuant to this provision must be issued by a surety licensed to do business in the State of Texas, be in a form approved by the city attorney and have a term of not less than one year.

Sprinkler Meters, Commercial only	\$1,000.00
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SERVICE CHARGE (read meter-account set-up)	\$10.00
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Reduced Pressure Zone Certification Test Fee	\$25.00 per test
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ORDINANCE NO. 14-

Water or Sewer Tap Abandonment Fee	\$300.00
SEWER TIE-IN FEE	
4" tap on a 6"- 12" line (1-7 feet deep)	\$1,200.00
4" tap on main larger than 12" (1-7 feet deep)	Actual cost
Sewer main over 7 feet deep	\$250.00 per foot
If boring is required add \$250.00 for bore pits plus actual cost of bore..	
MANHOLES	
Manhole (1' – 6' feet deep)	\$3,000.00
Manhole (7' or deeper)	\$3,000.00 plus an additional \$70.00 per foot
CUT-OFF FEE	\$30.00
LATE PAYMENT FEE minimum fee of \$5.00 (Senior 65 and older are exempt from late payment fees.)	10% of balance with a
AFTER HOURS TURN-ON	\$50.00
METER TESTING FEE (per Customer Request)	
METER 3/4"	\$50.00
METER 1"	\$60.00
METER 1 1/2" - 2"	\$180.00
METER 3" and Larger	(quote upon request)
(Meter testing fees will only charged to customers where meter test results are determined to be accurate by 98.5% to 101.5%. Testing charges will be refunded back to the customer should test results fall below 98.5% or above 101.5%)	
REPLACEMENT RESIDENTIAL METER BOX	\$90.00
REPLACE BROKEN RESIDENTIAL METER	
METER 3/4"	\$1,100.00 for service tap and \$175.00 for meter
METER 1"	\$1,100.00 for service tap and \$225.00 for meter
METER 1.5"	\$2,100.00 for service tap and \$610.00 for meter

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METER 2" \$2,100.00 for service tap and \$925.00 for meter

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

REPLACE BROKEN ANGLE STOPS

ANGLE STOP 3/4" \$110.00
ANGLE STOP 1" \$150.00
ANGLE STOP 1 1/2" - 2" \$350.00
ANGLE STOPS 3" and Larger (quote upon request)

If boring under a road is required there will be a minimum charge of \$250.00 plus actual cost for bore. Cost of concrete, asphalt or landscape repairs will be done on a case by case basis.

Cost for replacement of broken commercial meters and boxes will be determined based on actual cost of installation.

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

Water usage for Fire Hydrant Meters:

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

STORMWATER DEPARTMENT

GREASE TRAP/INTERCEPTOR PERMIT (annually) \$50.00
LIQUID WASTE TRANSPORTER PERMIT (annually) \$240.00 first vehicle \$130.00 each additional vehicle

SECTION 2. That City of Bedford Ordinance Number 12-3041 is hereby repealed. This Ordinance shall be and is hereby declared to be cumulative of all other Ordinances of the City of Bedford, and this Ordinance shall not operate to repeal or affect the Code of Ordinances of the City of Bedford or any Ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such Code or Ordinance are hereby repealed.

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

ORDINANCE NO. 14-

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

PRESENTED AND PASSED on this 23rd day of September 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

ORDINANCE NO. 14-

AN ORDINANCE AMENDING THE CITY OF BEDFORD CODE OF ORDINANCES APPENDIX A - SCHEDULE OF FEES, BY UPDATING FEES IMPOSED BY THE CITY; CONTAINING A SAVINGS CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

ADMINISTRATION

ENGINEERING

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

PLANNING AND ZONING

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

ORDINANCE NO. 14-

exempt from all special event application fees and reimbursement charges.

Yearly Mobile Food Unit Permit **\$400.00 one- time per calendar year**
Fee Refunds: The fee is fully refundable prior to the review process beginning. Once the application review process has begun only 35 percent of the Mobile Food Unit Permit paid will be issued if the permit is withdrawn or cancelled.

One Day Only Mobile Food Unit Permit **\$100 one day only fee**
Fee Refunds: The fee is fully refundable prior to the review process beginning. Once the application review process has begun only 35 percent of the Mobile Food Unit Permit paid will be issued if the permit is withdrawn or cancelled.

Outside Sales or Storage of Merchandise **\$100.00**

Gas Well Permit **\$10,000.00**

Annual Gas Well Inspection **\$2,500.00**

VITAL STATISTICS

Birth certificate **\$23.00 for each certified copy**

Death certificate **\$21.00 for the first copy**
\$4.00 for each additional copy

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

PUBLIC INFORMATION

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

NOTARY FEE **\$5.00**

MUNICIPAL COURT ON-LINE TRANSACTION FEE **\$3.00**

ANIMAL CONTROL

ADOPTION

Fee	
Cats	\$55.00
Dogs (less than 50 lbs.)	\$70.00
Dogs (50 – 75 lbs.)	\$90.00
Dogs (over 75 lbs.)	\$100.00
	or equivalent (as approved by the Police Chief)

ADOPTER REQUEST WAIVER FOR SPAY/NEUTER REQUIREMENT

Refundable Deposit (upon proof of sterilization within 30 days)	\$25.00
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ADOPTER REQUEST WAIVER FOR RABIES VACCINATION REQUIREMENT

Refundable Deposit (upon proof of vaccination within 30 days)	\$10.00
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CARCASS REMOVAL HOUSEHOLD PETS

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

IMPOUNDMENT DURING CONSECUTIVE TWELVE MONTH PERIOD

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

BOARDING DURING IMPOUNDMENT \$8.00 per day

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

RELINQUISHMENT OF ANIMAL

Animals suspect of rabies	\$55.00
Animals for euthanasia	\$40.00
Dogs and cats	\$15.00
All others	Reimbursement of all incurred expenses associated with the care and disposition of the relinquished animal

LICENSING

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

PERMITS

Multi-pet	\$15.00
Permit Eligible/Non-Domestic	\$150.00 per animal

BUILDING DEPARTMENT

BUILDING PERMIT FEES

Registration Fee (For all contractors and trades)	\$100.00 75.00
Renewal Fee (For all contractors and trades within 30 days of new calendar year)	\$100.00 37.50
 Total value of all construction	
\$1.00 to \$500.00	\$30.00
\$501.00 to \$2,000	\$30.00 for first \$500, plus \$4.00 for each additional \$100, or fraction thereof, up to and including \$2000.
\$2,001 to \$25,000	\$90.00 for the first \$2,000., plus \$18.00 for each additional \$1,000. or fraction thereof, up to and including \$25,000.
\$25,001 to \$50,000	\$509 for the first \$25,000, plus \$13.00 for each additional \$1,000, or fraction thereof, up to and including \$50,000.
\$50,001 to \$100,000	\$837 for the first \$50,000, plus \$9.00 for each additional \$1,000, or fraction thereof, up to and including \$100,000.
\$100,001 to \$500,000	\$1,292 for the first \$100,000, plus \$7.00 for each additional \$1,000, or fraction thereof, up to and including \$500,000.
\$500,001 to \$1,000,000	\$4,204 for the first \$500,000 plus \$6.00 for each additional \$1,000, or fraction thereof, up to and including \$1,000,000.
\$1,000,001 and up	\$7,290 for the first \$1,000,000 plus \$5.00 for each additional \$1,000, or fraction thereof.
 Residential construction valuation shall be a minimum of:	
Sidewalk and or Approach (center lot)	\$65.00 per square foot
Sidewalk and or Approach (corner lot)	\$26.00
Sidewalk and or Approach (corner lot)	\$38.00

BUILDING INSPECTION FEES

Inspections outside of normal business hours	\$60.00 per hour minimum \$120.00, or cost (minimum two hour charge) to City of Bedford, whichever is greater.
Re-inspection fees	\$60.00 per hour or cost to City of Bedford, whichever is greater.
Inspection for which no fee is specifically indicated	\$60.00 per hour minimum \$30.00, or cost to (minimum charge one-half hour) City of Bedford, whichever is greater.
Additional plan review required by changes,	\$60.00 per hour
Additions or revisions to plans minimum	\$30.00 or cost to (minimum charge one-half hour) City of Bedford, whichever is greater.
For use of outside consultants for plan checking and inspections, or both.	Actual cost.
Plan review fee	65% of building permit fee (The 65% of the building permit fee will be credited to the building permit upon issuance of the permit. If applicant fails to obtain building permit, then the 65% will be billed to them separately.) <u>For construction projects, 65% of the building permit fee will be due upon submittal of the permit application. Upon approval and issuance of the permit, then the 65% will be retained as a plan review fee.</u>

BUILDING AND STANDARDS COMMITTEE

Application for appeal	\$100.00
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Fee Refunds:

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

CERTIFICATE OF OCCUPANCY

Change of occupancy	\$60.00
Temporary certificate of occupancy	\$60.00

ELECTRICAL

Dwelling units; apartments	\$63.00 + .10/sf
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Commercial buildings

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

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

For construction projects, 65% of the building permit fee will be due upon submittal of the permit application. Upon approval and issuance of the permit, the remainder 35% of the permit fee shall be paid upon obtaining the permit. If the applicant fails to obtain a building permit, then the 65% will be retained as the plan review fee.

Fee Refunds

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

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

MICELLANEOUS FEES: RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL

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

LICENSE

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

FENCES:

All fences are required to have a permit.

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

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

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

Actual cost.

GRADING

Minimum permit Fee	\$38.00
50 cubic yards or less	\$23.00
51 to 100 cubic yards	\$34.00
101 to 1,000 cubic yards	\$34.00 for the first 100 cubic yards plus \$16.00 for each additional 100 cubic yards or fraction thereof.
1,001 to 10,000 cubic yards	\$175.00 for the first 1000 cubic yards plus \$13.00 for each additional 1000 cubic yards or fraction thereof.
10,001 to 100,000 cubic yards	\$297.00 for first 10,000 cubic yards, plus \$61.00 for each additional 10,000 cubic yards or fraction thereof.
100,001 cubic yards or more	\$843.00 for the first 100,000 cubic yards plus \$34.00 for each additional 10,000 cubic yards or fraction thereof.
Inspections outside of normal business hours	\$60.00 per hour minimum \$120.00, or cost (minimum two hour charge) to City of Bedford, whichever is greater.
Re-inspection fees	\$60.00 per hour, or cost to City of Bedford, whichever is greater.
Inspection for which no fee is specifically indicated	\$60.00 per hour, minimum \$30.00 or cost (minimum one-half hour charge) to City of Bedford, whichever is greater.
Additional plan review required by changes, additions or revisions to plans	\$60.00 per hour, minimum \$30.00 or cost to (minimum charge one-half hour) City of Bedford, whichever is greater.
For use of outside consultants for plan	

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checking and inspections, or both. Actual cost.

IRRIGATION

Minimum Permit Fee	\$38.00
Lawn sprinkler system on any meter	\$68.00
Vacuum breakers or backflow protective devices from 1 to 4.	\$68.00
Vacuum breakers or backflow protective devices 5 or more.	\$2.00
Inspections outside of normal business hours	\$60.00 per hour minimum \$120.00, or cost (minimum two hour charge) to City of Bedford, whichever is greater.
Re-inspection fees	\$60.00 per hour or cost to City of Bedford, whichever is greater.
Inspection for which no fee is specifically indicated	\$60.00 per hour, minimum \$30.00 or cost (minimum one-half hour charge) to City of Bedford, whichever is greater.
Additional plan review required by changes, additions or revisions to plans	\$60.00 per hour, minimum \$30.00 or cost (minimum one-half hour charge) to City of Bedford, whichever is greater
For use of outside consultants for plan checking and inspections, or both.	Actual cost.

MECHANICAL SYSTEMS

Minimum Permit Fee	\$38.00
Installation or relocation of heating or air conditioning equipment in residential occupancy	\$45.00
Installation or relocation of heating or air conditioning equipment in multi-family, per unit	\$38.00
Repair, alteration or addition to heating, cooling refrigeration unit, including installing controls	\$38.00
Install heating equipment in commercial occupancy:	
Electrical - per kW up to 5 kW	\$9.00
Each additional kW	\$2.00

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Gas - 100,000 BTU or less	\$14.00
Each additional 25,000 BTU	\$3.00
Install air conditioning equipment in commercial occupancy per ton up to 5 tons	\$23.00
Each additional ton	\$5.00
Install hood served by mechanical exhaust	\$12.00
Install appliance or equipment regulated by Code but not classed in appliance categories for which no other fee is listed	\$23.00
Inspections outside of normal business hours	\$60.00 per hour minimum \$120.00, or cost (minimum two hour charge) to City of Bedford, whichever is greater.
Re-inspection fees	\$60.00 per hour, or cost to City of Bedford, whichever is greater.
Inspection for which no fee is specifically indicated	\$60.00 per hour, minimum \$30.00 or cost (minimum one-half hour charge) to City of Bedford, whichever is greater.
Additional plan review required by changes, additions or revisions to plans	\$60.00 per hour, minimum \$30.00 or cost (minimum one-half hour charge) to City of Bedford, whichever is greater.
For use of outside consultants for plan checking and inspections, or both.	Actual cost.

MISCELLANEOUS

Residential Roof/Reroof	\$50.00
Demolition	\$38.00 <u>Based on value of work</u>
<u>Total Value of Demolition</u>	
<u>\$1.00 - \$500</u>	<u>\$30.00</u>
<u>\$501 - \$1,000</u>	<u>\$50.00</u>
<u>\$1,001 - \$5,000</u>	<u>\$144.00</u>
<u>\$5,001 - \$10,000</u>	<u>\$234.00</u>
<u>\$10,001 - \$25,000</u>	<u>\$504.00</u>
<u>\$25,001 - \$50,000</u>	<u>\$834.00</u>
<u>\$50,001 - \$75,000</u>	<u>\$1,062.00</u>
<u>\$75,001 and up</u>	<u>\$1,287.00</u>

ORDINANCE NO. 14-

Moving building permit	\$75.00
Mowing/maintenance administrative fee	\$100.00
Multi-Family Inspection Fee	\$ 1.50 0.75 per month per unit
Residential Roof/Reroof	\$50.00
Right of way Utilization	Utility franchise holders are exempt from fees. All others are \$1,000.00 per bore and \$1.00 per lineal foot.
Temporary Building	\$38.00
Tree Removal	\$7.50 Per Acre

Plan review fee 65% of Building Permit

For construction projects, 65% of the building permit fee will be due upon submittal of the permit application. If the applicant fails to obtain a building permit, then the 65% will be retained as the plan review fee.

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

Fee Refunds

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

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

PLUMBING

Minimum Permit Fee	\$38.00
Per fixture or trap	\$11.00
Per building or trailer sewer	\$23.00
Rainwater systems - per drain	\$11.00
Private sewage disposal system	\$60.00
Water heater/boiler	\$11.00
Gas piping system of 1 to 4 outlets	\$8.00
Gas piping system of 5 or more, per outlet	\$2.00

ORDINANCE NO. 14-

Gas line repair/test	\$38.00
Industrial waste pretreatment interceptor	\$60.00
Installation or repair of water piping	\$30.00
Installation or repair of drainage or vent piping	\$30.00
Lawn sprinkler system on any meter	\$68.00
Vacuum breakers or backflow protective devices on tanks, vats, from 1 to 4 traps.	\$68.00
Vacuum breakers or backflow protective devices on tanks, vats, 5 or more.	\$2.00
Water Well, backflow protective device.	\$150.00 (Bedford Code of Ordinances, 78-2.)
Plumbing for residential new construction:	\$75.00
Lawn sprinkler	\$68.00
Plumbing water piping repair	\$30.00
Plumbing drainage piping repair	\$30.00
Apartment:	
(a) One bedroom efficiency, per apartment	\$45.00
(b) All other units, per unit	\$60.00
(c) Building sewer, per unit	\$23.00
Commercial Construction:	
(a) Each plumbing fixture	\$11.00
(b) Sewer Line	\$23.00
(c) Interceptors	\$60.00
(d) Rainwater systems	\$11.00
(e) Backflow protection device	\$68.00
Inspections outside of normal business hours	\$60.00 per hour minimum \$120.00, or cost (minimum two hour charge) to City of Bedford, whichever is greater.
Re-inspection fees	\$60.00 per hour or cost to City of Bedford, whichever is greater.
Inspection for which no fee is specifically	

ORDINANCE NO. 14-

indicated	\$60.00 per hour, minimum \$30.00 or cost (minimum one-half hour charge) to City of Bedford, whichever is greater.
Additional plan review required by changes, additions or revisions to plans	\$60.00 per hour, minimum \$30.00, or cost to City of Bedford, whichever is greater. (minimum charge one-half hour)
For use of outside consultants for plan checking and inspections, or both.	Actual cost.

SIGNS

Permanent, 1 to 50 sf.	\$50.00
Permanent, 51 to 100 sf.	\$100.00
Permanent, 101 to 200 sf.	\$200.00
Permanent, 201 to 300 sf.	\$300.00
Permanent, 301sf and over (per square foot)	\$1.00
Portable Sign	\$100.00
Banner Sign	\$50.00
Apartment Banner Sign	\$25.00
Weekend advertising (per year)	\$100.00
Grand Opening sign	\$30.00
Real Estate Land Sale	\$30.00
Open House	\$10.00
Commercial Complex Sale or Lease Free-standing	\$30.00
Commercial Unit Sale or Lease Wall Sign	\$30.00
New Commercial Building	\$30.00
New Commercial Building on Hwy 183, Hwy 121 or Hwy 157	\$30.00
Political Sign as defined in Ordinance #00-2536	No Fee
Sign for Non-Profit as defined in Ordinance #00-2536	No Fee

ORDINANCE NO. 14-

Municipal Banner as defined in Ordinance #00-2536 No Fee

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

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

MULTI-FAMILY INSPECTION FEE \$1.50 ~~0.75~~ per month per unit

FIRE DEPARTMENT

AMBULANCE FEES

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

Ambulance Subscription Fee \$60.00 per household

REPORTS

Fire Incident Reports \$2.00 first page, additional page \$1.00

E.M.S. Incident Report \$2.00 each report

FIRE MARSHAL/INSPECTIONS

Certificate of Occupancy \$60.00

Temporary Certificate of Occupancy \$60.00

After Hours Inspections (after 5:00 p.m. or on weekend) First two hours \$150.00
Each addition hour \$50.00

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

A fee schedule as provided:

\$1 – \$500	\$50.00
\$501 – \$2,000	\$50.00 for the first \$500 plus \$5.00 for each \$100 or fraction
\$2,001 – \$25,000	\$125.00 for the first \$2,000 plus \$20.00 for each \$1,000 or fraction
\$25,001 – \$50,000	\$585.00 for the first \$25,000 plus \$15.00 for each \$1,000 or fraction
\$50,001 – \$100,000	\$960.00 for the first \$50,000

ORDINANCE NO. 14-

	plus \$10.00 for each \$1,000 or fraction
\$100,001 – 500,000	\$1,460.00 for the first \$100,000 plus \$10.00 for each \$1,000 or fraction
\$500,001 – 1,000,000	\$5,060.00 for the first \$500,000 plus \$8.00 for each \$1,000 or fraction
\$1,000,001 or greater	\$9,060.00 plus \$6.00 for each \$1,000 or fraction

FIRE ALARM SYSTEM MONITORING PERMIT

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

FALSE ALARM FEE – Residential

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

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

FALSE ALARM FEE – Commercial (Non-Residential)

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

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

FIRE MARSHAL ANNUAL PERMIT

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

5000 sq. ft. or less	\$30.00 annually
5001 to 10,000 sq. ft.	\$40.00 annually
10,001 to 25,000 sq. ft.	\$50.00 annually
25,001 to 50,000 sq. ft.	\$60.00 annually
50,001 to 75,000 sq. ft.	\$80.00 annually

ORDINANCE NO. 14-

75,001 to 100,000 sq. ft.	\$100.00 annually
100,001 to 200,000 sq. ft.	\$120.00 annually
200,001 sq. ft. or more	\$280.00 annually

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

Any floors over four	\$30.00 per floor
Each apartment building	\$5.00 annually

HAZARDOUS MATERIALS ANNUAL PERMIT (includes flammable/combustible liquids)

POUNDS (POWDER AND SOLIDS)

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

GALLONS (LIQUIDS AND GELS)

Less than 25 gallons	\$25.00
More than 25 gallons but less than 100 gallons	\$37.50
Over 100 gallons but less than 1,000 gallons	\$70.00
Over 1,000 gallons (Fees are in addition to Fire Marshal permit)	\$137.50

PLAN REVIEW FEES

Certificate of Occupancy	\$60.00
Fire Alarm System	\$70.00
Fire Sprinkler System	\$150.00
Suppression Appliances	\$125.00

ORDINANCE NO. 14-

Hood/Fixed System	\$70.00
Halon System	\$125.00
Emergency Lighting	\$37.50
Special Lighting	\$30.00
Liquid Storage Tanks, Hazardous Materials	\$70.00
RE-INSPECTION FEES	\$60.00
SPECIAL PERMITS	
LPG, CNG or LNG Tank installation or removal	Table 3-A, 1994 U.B.C.
Blasting operation	\$65.00 per day
Pyrotechnic display	\$65.00 per day
Tent permit	
1- 30 days	\$30.00
Each additional 30 days or portion thereof	\$30.00
UNDERGROUND STORAGE TANKS INSTALLATION OR REMOVAL	
UBC table with	
Less than 1,000 gallons	\$50.00 minimum
More than 1,000 gallons	\$100.00 minimum
LPG TANK INSTALLATION OR REMOVAL	
UBC table with minimum	\$50.00
MOVIE/THEATRICAL EVENT	
Fire marshal permit- per day	\$125.00 first day
Each additional day	\$75.00
Fire marshal on premises (minimum 3 hours)	\$50.00 per hour
Stand-by firefighters (minimum 3 hours each)	\$65.00 per hour
Stand-by medic (each-three hour minimum)	\$65.00 per hour
Stand-by engine or truck (each-three hour minimum)	\$100.00 per hour
REPORTS	
Fire Cause and Origin Report	
First 9 pages	\$1.00
Each additional page	\$0.10
Copies of Photos	Actual cost of copies

ORDINANCE NO. 14-

**ALL ADDITIONAL PERMITS LISTED IN THE UNIFORM
FIRE CODE, 1994 EDITION, SHALL BE \$25.00**

FOOD PERMITS

Food Preparation Establishments \$150.00

Non-food Preparation Establishments \$100.00

Temporary Establishments \$35.00

STATE MANDATED INSPECTIONS

Hospitals \$100.00

Nursing and long-term care homes \$75.00

Daycare/Mother's day out \$50.00

Foster home and adoptive home \$10.00

Home inspection (insurance) \$50.00

LIBRARY

OVERDUE FEES	Daily Overdue Fee Per Item	Maximum Overdue Fee Per Item
Books, Magazines, CD's, Audio cassettes, Media Kits, Video cassettes	\$0.25	\$6.00
Digital Video Discs (DVD's)	\$1.00	\$6.00
Interlibrary Loan Materials	\$.50	\$12.00

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

LOST MATERIALS, EQUIPMENT FEES AND MATERIALS DAMAGED BEYOND REPAIR FEES

All materials or equipment	Purchase price of materials or equipment plus non- refundable \$6.00 preprocessing fee
Book jacket or cover	\$6.00
Medial containers	\$2.00

Refunds made for materials returned within 6 months of payments.

MINOR DAMAGE FEES

Chewed, torn or water damaged pages, covers or jackets	\$2.00 per occurrence
Ripped and/or cut pages and/or pictures	\$2.00 per page
Minor medial damage	\$6.00
Rebinding Fee	\$6.00

LIBRARY CARDS

Non-Resident*	\$25.00 per year
Short-term non-resident*	\$5.00 per month

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

MISCELLANEOUS SERVICE FEES

Reserves	No fee
Replacement of lost or damaged library card and Interlibrary loan circulation card	\$2.00
Photo copies (Black & White)	\$0.20 per page
Photo copies (Color)	\$0.50 per page
Print jobs	\$0.20 per page
Interlibrary Loan Fee	\$2.00

ORDINANCE NO. 14-

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

Faxing	
Each Page	\$1.00 per page
No international faxes	

LIBRARY ROOM RENTAL FEES

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

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

H-E-B non-profit group	\$25.00 flat fee
Large Meeting Room – 2 hour minimum	\$100.00 per hour
½ Large Meeting Room – 2 hour minimum	\$50.00 per hour
Meeting Room Kitchen Area – 2 hour minimum	\$25.00 per hour
Large Conference Room – 2 hour minimum	\$25.00 per hour
Computer Lab Room – 2 hour minimum	\$200.00 per hour

OLD BEDFORD SCHOOL

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

RENTAL FEES

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

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

Arts & Culture Discount: Individual artists or cultural groups will be eligible for a 10% discount on room rental fees and exempt from any applicable audio/visual fees. The discount is not applicable on any Saturday and bookings are made on a first come, first served basis. All other applicable rental contractual obligations must be met.

RENTAL FEES FOR BUSINESS TRAVELERS STAYING AT BEDFORD HOTELS

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

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

DEPOSIT

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

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

CATERING FEES (Groups over 25)

<u>Preferred Catering List Application Fee</u>	<u>\$25.00</u>
<u>Preferred Caterer Event Charge</u>	<u>\$50.00/event</u>
<u>Non-preferred Caterer Event Charge</u>	<u>\$100.00/event</u>

GUIDED TOURS

Children’s Groups	\$2.00 per person
Adult Groups	\$5.00 per person

ORDINANCE NO. 14-

Senior Citizen Groups	\$3.00 per person
12 or more	\$25.00 per group

WEDDING PACKAGES

SATURDAY RATES

PACKAGE A **\$1,500.00**

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

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

PACKAGE B **\$1,800.00**

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

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

FRIDAY AND SUNDAY RATES

PACKAGE A **\$1,200.00**

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

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

PACKAGE B **\$1,500.00**

- Includes:** Six (6) rectangular tables
Sixteen (16) 60” round tables

ORDINANCE NO. 14-

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

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

ADDITIONAL OPTIONS

Use of audio visual/sound system	\$75.00
Scheduled bridal portrait:	
A. M-F between 9 am and 4 pm	\$75.00 per hour
B. Other hours as scheduled	\$150.00 per hour
Purchase of brick	\$50.00 each
Purchase of flute, wine glasses	\$25.00 per set
Additional chairs	\$1.50 each
Cleaning Service	\$250.00 per event

WEDDING DEPOSIT

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

POLICE DEPARTMENT

ALARMS

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

FALSE ALARM FEE

First 3 False Alarm Calls	No Fee
4 th & 5 th Alarm Calls	\$50.00/per call
6 th & 7 th Alarm Calls	\$75.00/per call
8 th and above Alarm Calls	\$100.00/per call

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

SOLICITORS PERMIT

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

HANDBILL DISTRIBUTION PERMIT

Permit fee	No charge
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FINGERPRINTING FEE

Residential Charge per card	\$10.00
Non-Residential Charge per card	\$15.00

RECREATION DEPARTMENT

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

BOYS RANCH PARK PAVILIONS

Monday – Sunday Damage & Clean Up Deposit (Due at the time rental is made)	\$100.00
 <u>September – April Rental</u>	
Full Pavilion Rental	\$120.00 for 6 hours
Half Pavilion Rental	\$60.00 for 6 hours
Non-resident	\$20.00 more/rental
 <u>May – August Rental</u>	
Full Pavilion Rental	<u>\$140.00 for 6 hours</u>
Half Pavilion Rental	<u>\$80.00 for 6 hours</u>
Non-resident	<u>\$20.00 more/rental</u>

CENTRAL PARK PAVILION

 <u>September – April Rental</u>	
Full Pavilion Rental	\$75.00 for 6 hours
Non-resident	\$20.00 more/rental
 <u>May - August Rental</u>	
Full Pavilion Rental	<u>\$100.00 for 6 hours</u>
Non-resident	<u>\$20.00 more/rental</u>

BEDFORD SPLASH: SWIMMING

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

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

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

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

Group Rates

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

PRIVATE PARTY RENTAL

2 hour rental before or after hours	
Without slides – 1 to 100 people	\$350.00
Without slides – 101 to 200 people	\$380.00
Without slides– 201 to 300 people	\$410.00
With slide or Pro Bowl – 1 to 100 people	\$370.00
With slide or Pro Bowl – 101 to 200 people	\$400.00
With slide or Pro Bowl – 201 to 300 people	\$430.00
With both slide and Pro Bowl – 1 to 100 people	\$420.00
With both slide and Pro Bowl – 101 to 200 people	\$450.00
With both slide and Pro Bowl – 201 to 300 people	\$480.00
Each additional group of 40 people	\$80.00
Non-Resident Facility Rental	\$20.00 more per rental
Concession Stand Open	\$25.00
Cabana Rental	\$125.00 \$105.00
Non-resident fee (2 hour rental during business hours with 10 guest free admission)	\$20.00 more per rental
Pavilion Rental	\$100.00 \$75.00
Non-resident fee (2 hour rental during business hours with 10 guest free admission)	\$20.00 more per rental
Birthday Party Services	\$12.00 per child
Minimum of 10 children: 3 free adult guests included for every 10 paid guests.	

GYM RENTAL

September – April Rentals

Full Court	\$45.00 per hour
Non-resident fee	\$20.00
Half Court	\$30.00 per hour
Non-resident fee	\$20.00

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

Non-athletic gym rental (entire gym) (minimum of 2 hours)	\$85.00 per hour
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May - August Rentals

Full Court	<u>\$50.00 per hour</u>
Non-resident fee	<u>\$20.00</u>
Half Court	<u>\$40.00 per hour</u>
Non-resident fee	<u>\$20.00</u>

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

Non-athletic gym rental (entire gym) \$95.00 per hour (minimum of 2 hours)

Deposit Damages back charges

Broken Ceiling Tile	\$20.00 per tile
Broken Window	\$50.00 per window

MEMBERSHIP IDENTIFICATION CARDS

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

WEIGHT ROOM MEMBERSHIPS

Yearly membership, required to have a membership ID card

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

ROOM RENTALS

September – April Rentals

One Room	\$35.00 per hour
Two Rooms	\$45.00 per hour
Three Rooms	\$55.00 per hour
Non-Resident Fee	\$20.00
Deposit required on all rentals at the time of booking	\$100.00

ORDINANCE NO. 14-

May – August Rentals

<u>One Room</u>	<u>\$45.00 per hour</u>
<u>Two Rooms</u>	<u>\$55.00 per hour</u>
<u>Three Rooms</u>	<u>\$65.00 per hour</u>
<u>Non-Resident Fee</u>	<u>\$20.00</u>
<u>Deposit required on all rentals at the time of booking</u>	<u>\$100.00</u>

HOCKEY RINK

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

SENIOR CENTER

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

RECREATION CLASS FEES:

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

ONLINE TRANSACTION FEE	\$3.25
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SWIM LESSONS

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

YOGA

4 classes	\$25.00
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DOG OBEDIENCE

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

MONTHLY CLASSES

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

1 day per week	\$25.00
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MONTHLY CLASSES WITH SUPPLIES

Includes cooking, painting, craft, photos

1 day per week	\$30.00
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VALENTINE’S DANCE

ORDINANCE NO. 14-

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

ELEMENTARY DANCES \$5.00 per person/per dance

EASTER

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

FULL DAY- DAY CAMP

Application fee for campers	\$50.00 and \$25.00 per additional child per family
Application fee for junior counselor	\$25.00
4 day rate	\$75.00
Weekly rate <u>if paid after Wednesday of previous week</u>	<u>\$120.00</u> 100.00
3 day rate	\$55.00
2 day rate	\$40.00
1 day rate	\$20.00
<u>Weekly rate if paid prior to opening of Day Camp session</u>	<u>\$105.00</u>
<u>Weekly rate if paid by Wednesday prior to camp start</u>	<u>\$115.00</u>

OTHER

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

LEAGUES

NCAA Basketball League	10 games	\$450.00
Includes uniform, individual and team trophies		
Basketball League	8 Games	\$295.00
Softball League	8 Games	Returning teams \$300.00 First time teams \$320.00
Crazy Coed Softball	8 Games	Returning teams \$200.00 First time teams \$220.00
Indoor Volleyball League	8 Games	\$150.00

Will offer an early bird special on all leagues

SWIM TEAM

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

~~**MEADOWPARK ATHLETIC FIELDS LIGHTING**~~

Reservation <u>January - August Lighting</u> minimum)	<u>\$35.00</u> per hour (2 hour
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Reservation September – December \$40.00 per hour (2 hour
minimum)

STREET DEPARTMENT

SIDEWALK/CONCRETE PERMIT

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

DRIVE APPROACH PERMIT

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

BARRICADES

Rental Deposit \$100.00 (refunded after all equipment returned)

Replacement Costs:

<u>A-Frame Panels</u>	<u>\$100.00 each</u>
<u>Vertical Panels</u>	<u>\$75.00 each</u>
<u>Traffic Cones</u>	<u>\$35.00 each</u>
<u>Traffic Barrels</u>	<u>\$90.00 each</u>

WATER DEPARTMENT

WATER DEPOSIT

Residential	\$60.00
Fire Hydrant Meters	\$1,500.00 , \$150.00
Commercial	\$300.00 or an amount equal to 2 times the City monthly average for commercial users; after the 3rd bill, a monthly average for that user will be determined. Then deposit required will be equal to 2 months of the calculated monthly average for that user. Overpayments will be credited and underpayment will be due.

Apartments \$35.00 per unit
 In lieu of cash, a bond may be used for multi-unit dwelling deposit requirements. A bond tendered pursuant to this provision must be issued by a surety licensed to do business in the State of Texas, be in a form approved by the city attorney and have a term of not less than one year.

Sprinkler Meters, Commercial only \$1,000.00

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

ORDINANCE NO. 14-

~~Reduced Pressure Zone Certification Test Fee \$25.00 per test~~

~~Water or Sewer Tap Abandonment Fee \$300.00~~

SEWER TIE-IN FEE

~~4" tap on a 6"- 12" line (1-7 feet deep) \$1,200.00~~~~548.00~~

~~4" tap on main larger than 12" (1-7 feet deep) Actual cost~~

~~4" tap on a 8" line \$603.00~~

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

~~6" and 8" sewer main behind the curb (1-7 feet deep) \$650.00 plus "tie in fee"~~

~~6" and 8" sewer main in the street (1-7 feet deep) \$950.00 plus "tie in fee"~~

Sewer main over 7 feet deep \$250.00 per foot

If boring is required add ~~\$250.00~~~~300.00~~ for bore pits plus actual cost of bore. ~~\$20.00 per foot of bore.~~

MANHOLES

~~Manhole (1' – 6' feet deep) \$3,000.00~~

~~Manhole (7' or deeper) \$3,000.00 plus an additional \$70.00 per foot~~

~~Behind the curb: poured in place (1-5 feet) \$800.00~~

~~Behind the curb: poured in place (6-10 feet) \$800.00 plus an additional \$70.00 per foot~~

~~In the street (1-5 feet) \$1,250.00~~

~~In the street (6-10 feet) \$1,900.00~~

CUT-OFF FEE \$30.00

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

AFTER HOURS TURN-ON \$50.00

METER TESTING FEE (per Customer Request)

METER ¾" \$50.00

METER 1" \$60.00

METER 1 ½" - 2" \$180.00

METER 3" and Larger (quote upon request)

ORDINANCE NO. 14-

(Meter testing fees will only charged to customers where meter test results are determined to be accurate by 98.5% to 101.5%. Testing charges will be refunded back to the customer should test results fall below 98.5% or above 101.5%)

REPLACEMENT RESIDENTIAL METER BOX	\$90.00
REPLACE BROKEN RESIDENTIAL METER	\$100.00
METER 3/4"	\$1,100.00 960.00 for service tap and meter complete
	\$175.00 100.00 for meter
METER 1" tap and	\$1,100.00 1,095.00 for service meter complete
	\$225.00 150.00 for meter
METER 1.5" tap and	\$2,100.00 1,764.00 for service meter complete
	\$610.00 609.00 for meter
METER 2" and	\$2,100.00 2,329 for service tap meter complete
	\$925.00 924.00 for meter

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

REPLACE BROKEN ANGLE STOPS

ANGLE STOP 3/4"	\$110.00
ANGLE STOP 1"	\$150.00
ANGLE STOP 1 1/2" – 2"	\$350.00
ANGLE STOPS 3" and Larger	(quote upon request)

If boring under a road is required there will be a minimum charge of ~~\$250.00 plus actual cost for bore~~~~1,500.00 for contract labor~~. Cost of concrete, asphalt or landscape repairs will be done on a case by case basis. Cost for replacement of broken commercial meters and boxes will be determined based on actual cost of installation.

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

Water usage for Fire Hydrant Meters:

Base rate
Water Rate Ordinance.

Set by the

Usage rate
Water Rate Ordinance.
Water Purchased by the load

Set by the
\$25.00/1,000 Gals

STORMWATER DEPARTMENT

<u>GREASE TRAP/INTERCEPTOR PERMIT (annually)</u>	<u>\$50.00</u>
<u>LIQUID WASTE TRANSPORTER PERMIT (annually)</u>	<u>\$240.00 first vehicle</u>
	<u>\$130.00 each</u>
	<u>additional vehicle</u>

SECTION 2. That City of Bedford Ordinance Number 12-3041 is hereby repealed. This Ordinance shall be and is hereby declared to be cumulative of all other Ordinances of the City of Bedford, and this Ordinance shall not operate to repeal or affect the Code of Ordinances of the City of Bedford or any Ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such Code or Ordinance are hereby repealed.

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

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

PRESENTED AND PASSED on this 23rd day of September, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: Meg Jakubik, C.G.F.O., Assistant to the City Manager

DATE: 09/23/14

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

ITEM:

Consider an ordinance amending the schedule of water rates by amendment of Section 1., Ordinance No. 13-3070; providing a repealing clause; providing a severability clause; and declaring an effective date.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

As discussed during the Budget Work Session on August 8, 2014, the Trinity River Authority (TRA) has notified the City that the cost for water will be increasing in their next budget, beginning December 1, 2014.

In last year's budget process, Council was of the consensus to pass-through TRA increases each year to ensure adequate cost recovery for water purchase expenses. This year, TRA is increasing its volume rate per 1,000 gallons from an estimated \$2.64 to \$2.909. This represents an increase of \$0.269 per 1,000 gallons. The City of Bedford is proposing to pass through the increase in its volume rates, thus amending the total volume rate from \$3.11 to \$3.38 per 1,000 gallons.

Using a July bill, the average impact on a residential user of the change in both the water volume rate and the wastewater volume rate is \$4.33.

This proposed increase in the water rates is necessary to provide sufficient revenue to cover the operating costs of the Water/Sewer Fund. The new volume rate will be applied to all water billed on or after January 1, 2015 to allow time to advertise the change and to coincide with the timing of the actual increase from TRA.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending the schedule of water rates by amendment of Section 1., Ordinance 13-3070; providing a repealing clause; providing a severability clause; and declaring an effective date.

FISCAL IMPACT:

The actual impact will vary depending on consumption, but was factored into the adopted revenue budget for Fiscal Year 2014-2015.

ATTACHMENTS:

Ordinance

ORDINANCE NO. 14-

AN ORDINANCE AMENDING THE SCHEDULE OF WATER RATES BY AMENDMENT OF SECTION 1., ORDINANCE NO. 13-3070; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

SECTION 1. That Ordinance 13-3070, Section 1., SCHEDULE OF WATER RATES is hereby amended to read as follows:

“WATER RATES”

A schedule of monthly rates and charges for water service furnished by the City’s Waterworks System shall be and is hereby adopted and established as follows:

(a) With the exception of multi-family dwellings the minimum charge for various size meters per month shall be:

	<u>Base Rates</u>
1) 5/8 or 3/4” meter	\$ 18.92
2) 5/8 or 3/4” meter (65 & over)	\$ 17.20
3) 1” meter	\$ 36.73
4) 1” meter (65 & over)	\$ 34.40
5) 1 1/2” meter	\$ 75.67
6) 2” meter	\$ 121.12
7) 3” meter	\$ 227.10
8) 4” meter	\$ 363.40
9) 6” meter	\$ 1,362.73
10) 6” Fire Hydrant meter	\$ 200.44

(b) The water charges inside the City limits shall be:

1) Minimum charge per month in (a) above.

2) All water used per month:	<u>New Rates</u> \$3.38/ 1,000 gal.	<u>Old Rates</u> \$3.11/ 1,000 gal.
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(c) The water charges outside the City limits – Single Family and Commercial, Duplex, and Multifamily rates, shall be:

1) Twice the amount as charged to a like resident of the City.

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

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

ORDINANCE NO. 13-3070

SECTION 4. That this ordinance shall become effective with all water billed on or after January 1, 2015.

PRESENTED AND PASSED on this 23rd day of September 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: Meg Jakubik, C.G.F.O., Assistant to the City Manager

DATE: 09/24/13

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

ITEM:

Consider an ordinance amending the schedule of sewer rates by an amendment of Section 1., Ordinance No. 13-3071; providing a repealing clause; providing a severability clause; and declaring an effective date.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

As discussed during the Budget Work Session on August 8, 2014, the Trinity River Authority (TRA) has notified the City that the cost for treating wastewater will be increasing in their next budget, beginning December 1, 2014.

In last year's budget process, Council was of the consensus to pass-through TRA increases each year to ensure adequate cost recovery for wastewater treatment costs. This year, TRA is increasing its volume rate per 1,000 gallons from an estimated \$2.124 to \$2.226. This represents an increase of \$0.102 per 1,000 gallons. The City of Bedford is proposing to pass through the increase in its volume rates, thus amending the total volume rate from \$2.10 to \$2.21 per 1,000 gallons.

Using a July bill, the average impact on a residential user of the change in both the water volume rate and the wastewater volume rate is \$4.33.

This proposed increase in the sewer rates is necessary to provide sufficient revenue to cover the operating costs of the Water/Sewer Fund. The new volume rate will be applied to all bills on or after January 1, 2015 to allow time to advertise the change and to coincide with the timing of the actual increase from TRA.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending the schedule of sewer rates by amendment of Section 1., Ordinance 13-3071; providing a repealing clause; providing a severability clause; and declaring an effective date.

FISCAL IMPACT:

The actual impact will vary depending on consumption, but was factored into the adopted revenue budget for Fiscal Year 2014-2015.

ATTACHMENTS:

Ordinance

ORDINANCE NO. 14-

AN ORDINANCE AMENDING THE SCHEDULE OF SEWER RATES BY AMENDMENT OF SECTION 1., ORDINANCE NO. 13-3071; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

SECTION 1. That Ordinance 13-3071, Section 1., SCHEDULE OF SEWER RATES is hereby amended to read as follows:

“SEWER RATES”

A schedule of monthly rates and charges for sewer service furnished by the City’s Waterworks and Sewer System shall be and is hereby adopted and established as follows:

(a) With the exception of multi-family dwellings the minimum charge for various size meters per month shall be:

	<u>Base Rates</u>
1) 5/8 or 3/4” meter	\$ 11.21
2) 5/8 or 3/4” meter (65 & over)	\$ 10.18
3) 1” meter	\$ 16.84
4) 1” meter (65 & over)	\$ 15.30
5) 1 1/2” meter	\$ 26.25
6) 2” meter	\$ 37.51
7) 3” meter	\$ 67.55
8) 4” meter	\$ 101.41
9) 6” meter	\$ 195.41

(b) A monthly volume charge shall also be charged to all customers in an amount per 1,000 gallons of water used, or wastewater produced, as more specifically set forth hereinafter:

<u>New Rates</u>	<u>Old Rates</u>
\$2.21/ 1,000 gal.	\$2.10/1,000 gal.

1) The monthly volume charges for Residential Class customers will be based on the individual customers average monthly water billed during the preceding Winter quarter months of December, January and February; but in no event shall the volume used to compute this monthly charge exceed 12,000 gallons. The volumes used to compute these charges are based on the amount of water used by the Residential Class customer as measured by the meter. Where no preceding winter quarter average is available from records, the Administrative Services Director shall estimate a volume to be used for this monthly volume charge, such estimated volume not to exceed 12,000 gallons.

(c) A monthly service charge shall also be charged to all customers in the amount of \$11.21 per unit for multi-family residence occupancy. And a monthly volume charge shall also be charged to all multi-family residences per unit in the amount of \$2.21 per 1,000 gallons of water used, or wastewater produced, as more specifically set forth hereinafter.

(d) The monthly charges to Commercial and Industrial Class customers will be based on total water use as measured by appropriate meters, with the provision that if a customer can show to the satisfaction of the Director of Public Works that a significant portion of the metered

ORDINANCE NO. 14-

water usage does not enter the sanitary sewers, the customer will be charged for only that volume entering the sewers, as determined by a method approved by the Director of Public Works.

- (e) The Director of Public Works shall establish a Monitored Group Class, consisting of those customers whose wastewater strength is, in the Director's judgment, abnormally high or low, and charges to customers in this class shall be computed in accord with the following five-part rate schedule:

"MONITORED GROUP"

Customer Monthly Service Charge	Based on meter size (<i>shown above</i>)
Volume Charge	\$2.23 per 1,000 gallons
B.O.D. Strength Charge	\$0.06954 per pound of B.O.D.
Suspended Solids Strength Charge	\$0.05748 per pound of Suspended Solids
Monitoring Charge	Total Cost to City

The monitoring charge shall consist of all costs for personnel, material, and equipment used to collect and analyze samples from the customer wastewater to determine the strength of the wastewater produced.

The monitored customer's wastewater shall be tested a minimum of once per year, but may be tested on a more frequent basis if deemed necessary by the Director of Public Works, or if the monitored customer requests more frequent testing.

This schedule shall replace all other charges previously made for industrial waste strength.

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

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

SECTION 4. That this ordinance shall become effective with all water billed on or after January 1, 2015.

PRESENTED AND PASSED on this 23rd day of September 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

ORDINANCE NO. 14-

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: Roger Gibson, Police Chief

DATE: 09/23/14

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

ITEM:

Consider an ordinance amending the City of Bedford Code of Ordinances, Chapter 114 by adding a new Article X “Use of Portable Electronic Devices while Operating a Motor Vehicle Prohibited;” repealing conflicting ordinances; providing a penalty clause; providing a severability clause; and providing an effective date.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The proposed ordinance is a complete ban on using a cell phone or “portable electronic device” while operating a motor vehicle upon a public street. The ordinance defines “Portable Electronic Device” as cell phones, tablets, laptops, and handheld games.

Statistical data reflects a significant correlation between cell phone use while driving and an increase in motor vehicle accidents. A study conducted by the National Highway Traffic Safety Administration (NHTSA) shows that a person is 23 times more likely to be involved in a crash or near crash by looking away from the forward roadway for just two seconds, a risk that is comparable to driving with a blood alcohol content level of 0.15. Another NHTSA report shows that while texting the average person’s eyes are off the road for five seconds. At 55 miles per hour, those five seconds equate to traveling the length of a football field while blindfolded.

In 2012, there were 3,328 people killed in distracted driving accidents. While exact statistics and specifications may vary, all studies reveal that distracted driving, specifically while using a portable electronic device, poses a significant threat to the health and safety of the public.

The intention of the ordinance is to prohibit drivers from interacting with any electronic device in their hands, whether it is viewing, typing, or talking, while operating a motor vehicle upon a public roadway. As such, the offense section simply provides that “a person may not use a portable electronic device while operating a motor vehicle upon a public street or highway.”

The types of actions that are considered “use” in the ordinance are as follows:

- viewing the display screen of a portable electronic device;
- holding a portable electronic device in a position to talk into or listen on; or
- manipulating a portable electronic device by interacting with its display screen or pushing any button to enter text, dial numbers, or to engage in any other function.

The proposed ordinance does not prohibit a driver from using a GPS device affixed to the car, a hands-free device, or a cell phone for emergency purposes.

State Law Preemption

Texas is one of only a few states that does not have a ban on texting while driving. Legislation prohibiting texting while driving was introduced during the last two legislative sessions. In 2011, the 82nd legislature passed a texting while driving ban, but it was vetoed by Governor Perry. In 2013, a no-texting ban was introduced, but did not make it out of committee. If a State law is eventually adopted, it will preempt all local ordinances. As such, the longevity of the proposed ordinance may depend on the State Legislature.

Enforcement

In an attempt to ease the challenges of enforcement, the proposed ordinance negates any element of intent. Similarly, it does not require proof of what a person was actually doing on a portable electronic device.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending the Bedford Code of Ordinances, Chapter 114 by adding a new Article X "Use of Portable Electronic Devices while Operating a Motor Vehicle Prohibited;" repealing conflicting ordinances; providing a penalty clause; providing a severability clause; and providing an effective date.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance

ORDINANCE NO. 14-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS, AMENDING THE CITY OF BEDFORD CODE OF ORDINANCES, CHAPTER 114 BY ADDING A NEW ARTICLE X "USE OF PORTABLE ELECTRONIC DEVICES WHILE OPERATING A MOTOR VEHICLE PROHIBITED;" REPEALING CONFLICTING ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of the City of Bedford, Texas (the "City"), finds and determines that distracted driving is a threat to the health, safety, and welfare of all motorist and pedestrians within the City; and,

WHEREAS, the City Council of Bedford, Texas finds and determines that drivers who use portable electronic devices while operating a motor vehicle are at risk of losing safe control of their vehicles due to manual, visual, and cognitive distractions, and are therefore more likely to have an accident than undistracted drivers; and,

WHEREAS, the City of Bedford is a Home Rule municipality having full powers of self-government and may enact ordinances relative to its citizens' health, safety, and welfare that are not inconsistent with the Constitution and laws of the State; and,

WHEREAS, these regulations do not conflict with the Texas Transportation Code Section 545.424, regarding the use of wireless communication devices while operating a motor vehicle by minors, or Texas Transportation Code Section 545.425, regarding the use of wireless communication devices in school crossing zones; and,

WHEREAS, the City Council of Bedford, Texas finds and declares that the meeting at which this ordinance is considered is open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code.

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

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

SECTION 2. That the City of Bedford Code of Ordinances Chapter 114 is hereby amended by adding Article X, which shall read as follows:

ARTICLE X. USE OF PORTABLE ELECTRONIC DEVICES WHILE OEPRATING A MOTOR VEHICLE PROHIBITED

Sec. 114-400. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Portable electronic device shall mean any handheld wireless communication device, laptop computer, tablet, media player, handheld gaming device, or any electronic device capable of displaying text-based communications, games, pictures, or video.

Hands-free device shall mean speakerphone capability, telephone attachment, or another function or other piece of equipment installed in or on a wireless communication device that allows the use of a portable electronic device without the use of the operator's hand(s), except to activate or deactivate a function of the portable electronic device or hands-free device.

Sec. 114.401. Use of Portable Electronic Device – Offense

ORDINANCE NO. 14-

- A. A person may not use a portable electronic device while operating a motor vehicle upon a public street or highway.**
- B. In this section, use of a portable electronic device includes, but is not limited to:**
 - 1. viewing the display screen of a portable electronic device;**
 - 2. holding a portable electronic device in a position to talk into or listen on; or**
 - 3. manipulating a portable electronic device by interacting with its display screen or pushing any button to enter text, dial numbers, or to engage in any other function.**
- C. This section does not apply to an operator of an authorized emergency vehicle or law enforcement vehicle using a portable electronic device while acting in an official capacity.**
- D. The culpable mental state required by Texas Penal Code § 6.02, is specifically negated and dispensed with and a violation under this subsection is a strict liability offense.**

Sec. 114.402. Same. Defense to Prosecution

It is a defense to prosecution under this Article if the portable electronic device is used:

- A. while the vehicle is stopped, out of the moving lanes of the roadway;**
- B. as a global positioning or other navigation system that is affixed to the vehicle;**
- C. solely as a hands-free device;**
- D. to obtain emergency assistance at a traffic accident;**
- E. to communicate with an emergency response service, fire department, police department, hospital, health clinic, or physician's office in an attempt to prevent injury to a person or property; or**
- F. to communicate with reasonable belief a person's life or safety is in immediate danger.**

Sec. 114.403. Same. Penalty

An offense under this Article is a misdemeanor punishable by a fine not to exceed \$200.

Sec. 114.404. Conflicting regulations

To the extent that any part of this section conflicts with Texas Transportation Code provisions regarding the use of wireless communications devices while operating a motor vehicle by minors, the use of wireless communication devices in school crossing zones, or the use of a wireless communication device by operators of a school bus, this section does not apply.

SECTION 3. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and shall be fined as provided herein.

SECTION 4. If any section, subsection, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. The fact that the present ordinances and regulations of the City of Bedford, Texas are inadequate to properly safeguard the health, safety, morals, peace and general welfare of the inhabitants of the City of Bedford, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety and general welfare of the public which requires that this ordinance shall become effective from and after the date of its passage, and it is accordingly so ordained.

ORDINANCE NO. 14-

PRESENTED AND PASSED this 23rd day of September, 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 AND LEGALITY:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: Joey Lankford, Fire Marshal

DATE: 09/23/14

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a one-year agreement between the City of Bedford, Texas and Motorola Solutions, Inc. in the amount of \$254,816.48 for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager. The grand total of \$254,816.48 will be divided equally, with one-sixth, or \$42,469.42 being paid by each member city.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City of Bedford initially entered into an interlocal 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.

The City of Bedford will enter into a one-year agreement with Motorola Solutions, Inc. in the amounts of \$216,985.52 for support and maintenance of the trunk radio infrastructure and \$37,830.96 for the trunk radio system manager. The grand total of \$254,816.48 will be divided equally, with one-sixth, or \$42,469.42, being paid by each member city under the proposed contract. The term for the support and maintenance contract is October 1, 2014 through September 30, 2015. The contract is co-managed by the cities of Bedford and Colleyville, with Colleyville responsible for the financial aspects.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a one-year agreement between the City of Bedford, Texas and Motorola Solutions, Inc. in the amount of \$254,816.48 for support and maintenance of the trunk radio infrastructure, and for the trunk radio system manager.

FISCAL IMPACT:

General Fund	\$39,921.26
Water Fund	\$2,123.47
Storm Water Fund	\$424.69
Total	\$42,469.42

ATTACHMENTS:

Resolution
Contracts

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT BETWEEN THE CITY OF BEDFORD AND MOTOROLA SOLUTIONS, INC. IN THE AMOUNT OF \$254,816.48 FOR SUPPORT AND MAINTENANCE OF THE TRUNK RADIO INFRASTRUCTURE AND FOR THE TRUNK RADIO SYSTEM MANAGER.

WHEREAS, the City Council of Bedford, Texas determines the necessity to enter into an agreement with Motorola Solutions, Inc. in the amounts of \$216,985.52 for support and maintenance of the trunk radio infrastructure and \$37,830.96 for the trunk radio system manager for a total of \$254,816.48; and,

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

WHEREAS, the City of Bedford will equally share the expense total of \$254,816.48 with each member city of the Northeast Tarrant County Trunk Radio Consortium, with Bedford's portion being \$42,469.42; and,

WHEREAS, the agreement for the support and maintenance of the trunk radio infrastructure and the trunk radio system manager would commence October 1, 2014 and expire September 30, 2015.

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

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

SECTION 2. That the City Council hereby authorizes the City Manager to enter into a one-year agreement with Motorola Solutions, Inc. for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager in the amount of \$254,816.48.

SECTION 3. That the City of Bedford will be financially responsible for one-sixth of the total amount or \$42,469.42.

PRESENTED AND PASSED this 23rd day of September 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



SERVICES AGREEMENT

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

Contract Number: S00001023195
 Contract Modifier: RN02

Date: 09/04/2014

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: 10/01/2014
 Contract End Date: 09/30/2015
 Anniversary Day: Sep 30th
 Payment Cycle: ANNUAL
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
3	SVC01SVC0032C SVC182AG	NETWORK MONITORING-CTD ASTRO25 M REMOTE SITE	\$0.00	\$0.00
4	SVC01SVC0033A SVC830AE	SECURITY MONITORING MASTER SITE	\$1,262.23	\$10,097.84
3	SVC01SVC1101C SVC055AD	INFRASTRUCTURE REPAIR WITH ADV REPL ASTRO25 REMOTE SITE	\$5,465.77	\$43,726.16
4	SVC060AD	ASTRO25 DISPATCH SITE		
27	SVC061AD	ASTRO25 STATIONS		
21	SVC062AD	ASTRO25 OPERATOR POSITIONS		
1	SVC154AG	ASTRO25 M1 SIMUL PRIME SITE		
	SVC01SVC1102C	DISPATCH SERVICE	\$383.29	\$3,066.32
1	SVC227AG	ASTRO25 M PRIME SITE SIMULCAST		
6	SVC228AG	ASTRO25 M REMOTE SITE		
4	SVC229AG	ASTRO25 M DISPATCH SITE		
	SVC01SVC1103C	NETWORK MONITORING	\$1,009.64	\$8,077.12
1	SVC171AG	ASTRO25 M PRIME SITE SIMULCAST		
6	SVC172AG	ASTRO25 M REMOTE SITE		
4	SVC173AG	ASTRO25 M DISPATCH SITE		
	SVC01SVC1104C	TECHNICAL SUPPORT	\$877.73	\$7,021.84
1	SVC207AG	ASTRO25 M PRIME SITE SIMULCAST		
3	SVC208AG	ASTRO25 M REMOTE SITE		
4	SVC209AG	ASTRO25 M DISPATCH SITE		
	SVC01SVC1105C	CUSTOMER TECHNICIAN DISPATCH	\$0.00	\$0.00
3	SVC243AG	ASTRO25 M REMOTE SITE		
	SVC01SVC1405C	NETWORK PREVENTATIVE MAINTENANCE A	\$1,037.05	\$8,296.40
1	SVC120AD	ASTRO25 PRIME SITE		
3	SVC121AD	ASTRO25 REMOTE SITE		
4	SVC126AD	ASTRO25 DISPATCH SITE		
27	SVC127AD	ASTRO25 STATIONS		
21	SVC128AD	ASTRO25 OPERATOR POSITIONS		

1	SVC01SVC2007C	SP - ONSITE INFRASTRUCTURE RESPONSE	\$8,025.43	\$65,595.52
27		SITE(S)		
21		GTR8000		
13		OPERATOR POSITION		
	SVC02SVC0127A	SITE(S)		
4		NICE GOLD PACKAGE	\$7,036.92	\$56,295.36
		SITE(S)		
4	SVC04SVC0016C	SECURITY UPDATE SERVICE	\$1,851.12	\$14,808.96
4	SVC976AE	SUS DISPATCH STANDARD		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	Subtotal - Recurring Services	\$26,949.18	\$216,985.52
	Subtotal - One-Time Event Services	\$.00	\$.00
	Total	\$26,949.18	\$216,985.52
	Taxes	-	-
	Grand Total	\$26,949.18	\$216,985.52
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.			

Subcontractor(s)	City	State
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA SSC NETWORK SECURITY DO298	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
DFW COMMUNICATIONS INC	ARLINGTON	TX
NICE SYSTEMS INC	RESTON	VA

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 _____

CUSTOMER (PRINT NAME) _____

 _____ CSM _____ 9/5/14

MOTOROLA REPRESENTATIVE(SIGNATURE) _____ TITLE _____ DATE _____

ANTHONY PROFITA _____ 815-762-5050

MOTOROLA REPRESENTATIVE(PRINT NAME) _____ PHONE _____

Company Name: Bedford, City Of
 Contract Number: S00001023195
 Contract Modifier: RN02
 Contract Start Date: 10/01/2014
 Contract End Date: 09/30/2015

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
Prepared For :

BEDFORD, CITY OF

100 MAIN ST

COLLEYVILLE, TX 76034



Statement of Work

Definitions

1.0 Definitions

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 1.1. **Box Unit Test:** Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2. **Case:** Electronic tracking document for requests for service through the System Support Center.
- 1.3. **Case Status:** Identifier of the status of a Case from beginning to end.
- 1.4. **Component(s):** Motorola new or refurbished parts of equal quality.
- 1.5. **Configuration Change Support:** A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleet mapping is not included in Configuration Change Support.
- 1.6. **Connectivity:** Establishment of remote access to the System via dial up or fixed dedicated links.
- 1.7. **Continuously/Continuous:** Seven (7) days per week, twenty-four (24) hours a day, including holidays.
- 1.8. **Customer:** The end-user Customer as identified in the Agreement.
- 1.9. **Customer Support Plan:** A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 1.10. **Elements:** Those device types present on the Customer's System whose status may be communicated to the SSC.
- 1.11. **Equipment:** The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.12. **Enhanced System Support (ESS) Period:** The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 1.13. **Event:** An alarm or informational notification received by Motorola through the Network Management tools.
- 1.14. **Feature:** A Software functionality
- 1.15. **Federal Technical Center:** A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for United States Federal Government Customers.
- 1.16. **Firmware:** Software in object code form that is implanted or embedded in hardware.
- 1.17. **FRU:** Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 1.18. **Infrastructure:** The fixed Equipment excluding mobiles, portables, and accessories.
- 1.19. **Infrastructure Depot Operations (IDO):** A Motorola facility, which serves as Motorola's centralized location for infrastructure repair.
- 1.20. **Loaner:** Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 1.21. **Maintenance:** The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the Components, and placing the Equipment back into operation.
- 1.22. **MCNS:** Mission Critical Network Services
- 1.23. **Motorola Software:** Software whose copyright is owned by Motorola or its affiliated company
- 1.24. **Non-Motorola Software:** Software whose copyright is owned by a party other than Motorola or its affiliated company.
- 1.25. **Notification:** The point in time when the Customer contacts Motorola and requests service.
- 1.26. **Optional Feature:** An additional Feature issued with a System Release that is available to Customer at additional cost.
- 1.27. **Radio Support Center (RSC):** A Motorola facility which serves as Motorola's centralized location for radio repair.
- 1.28. **Response:** The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
- 1.29. **Restore/Restoration/Restoral:** The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 1.30. **Servicer:** A Motorola Authorized Service Station or Motorola Field Service personnel.

- 1.31. Severity Level: The degree of adverse impact of an issue or Event.
- 1.32. Software: The software furnished with the System, including any Motorola Software and Non-Motorola Software.
- 1.33. Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.
- 1.34. Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
- 1.35. Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 1.36. Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release
- 1.37. Start Date: Effective start date as listed on the Agreement.
- 1.38. System: The communications system as defined in the Communications System Agreement or other applicable Agreement.
- 1.39. System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System Tests as described in the acceptance test plan.
- 1.40. System Support Center (SSC): A Motorola facility which serves as Motorola's centralized system support facility to compliment the field support resources
- 1.41. System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.
- 1.42. System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
- 1.43. Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.
- 1.44. Technical Support Operations (TSO): A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Networks & Enterprise) or who have a contract for technical support services.
- 1.45. Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment
- 1.46. Verification: Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
- 1.47. Work-around: A change in the followed procedures or data supplied by Vendor to avoid error without substantially impairing use of the Equipment.
- 1.48. Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

Definitions

Approved by Motorola Contracts & Compliance 10-31-2006



Statement of Work

Network Monitoring, OnSite Infrastructure Response and Dispatch Service

Motorola will provide Network Monitoring, Dispatch Service and OnSite Infrastructure Response services to the Customer. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications System. The terms of this Statement of Work (SOW) are an integral part of the Motorola Service Terms and Conditions or other applicable Agreement(s) with the Customer to which this SOW is appended and made a part thereof by this reference.

1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge and remotely diagnose the Event and initiate an appropriate response per the customer profile. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development transferring the Event to Technical Support, or opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process.

2.0 Motorola Responsibilities:

- 2.1 Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO and ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 2.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.3 If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4 Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5 Continuously receive data from Customer monitored System and Customer initiated service requests.
- 2.6 Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 3.1
- 2.7 Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.7.1 Characterize the issue
 - 2.7.2 Determine a plan of action
 - 2.7.3 Assign and track the Case to resolution.
- 2.8 Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.7
- 2.9 Ensure the required personnel have access to Customer information as needed.
- 2.10 Disable and enable System devices, as necessary, for Servicers.
- 2.11 Servicer will perform the following on-site:
 - 2.11.1 Run diagnostics on the Infrastructure or FRU.
 - 2.11.2 Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.11.3 Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.11.4 If a third party Vendor is needed to restore the System, the Servicer may accompany that Vendor onto the Customer's premises.

- 2.12 Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.5. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.13 Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.14 Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.15 Notify Customer of Case Status, as described in the Customer Support Plan required by section 3.5 at the following Case levels
 - 2.15.1 Open and closed; or
 - 2.15.2 Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
- 2.16 Provide the following reports, as applicable:
 - 2.16.1 Case activity reports to Customer.
 - 2.16.2 Network Monitoring Service reports for Customer System(s).
 - 2.16.3 Network Activity/Availability Reports for ASTRO25, SmartZone/ OmniLink, and Private Data Systems only.
- 2.17 Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
- 2.18 Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.

3.0 Customer Responsibilities:

- 3.1 Allow Motorola Continuous remote access to obtain System availability and performance data.
- 3.2 Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
- 3.3 Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 3.4 Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 3.5 Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.5.1 Case notification preferences and procedure
 - 3.5.2 Repair Verification Preference and procedure
 - 3.5.3 Database and escalation procedure forms.
 - 3.5.4 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.6 Provide the following information when initiating a service request:
 - 3.6.1 Assigned System ID number
 - 3.6.2 Problem description and site location
 - 3.6.2 Other pertinent information requested by Motorola to open a Case.
- 3.7 Notify the System Support Center when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
- 3.8 Allow Servicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
- 3.9 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
- 3.10 Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.12.2
- 3.11 Maintain and store in an easy accessible location any and all Software needed to Restore the System.
- 3.12 Maintain and store in an easily accessible location proper System backups.
- 3.13 Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.5.
- 3.14 Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters
- 3.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ol style="list-style-type: none"> 1. Response is provided Continuously 2. Major System failure 3. 33% of System down 4. 33% of Site channels down 5. Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC. 6. This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ol style="list-style-type: none"> 1. Response during Standard Business Day 2. Significant System Impairment not to exceed 33% of system down 3. System problems presently being monitored 4. This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ol style="list-style-type: none"> 1. Response during Standard Business Day 2. Intermittent system issues 3. Information questions 4. Upgrades/preventative maintenance 5. This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.
 - Provide update **before** the specific contractual commitments come due.
- * Note: Provide update to System Support Center **before** Deferral time comes due.

Appendix 1

Connectivity Matrix

System Type	Connectivity	Responsibility
Astro 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola
MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
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Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

Monitored Elements Table (Listed by technology)

System Type	Equipment
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*Legal Approval
September 2010*



Statement of Work

Network Monitoring and Customer Technician Dispatch

Motorola will provide Network Monitoring and Customer Technician Dispatch Service to Customers Systems. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications Systems. The terms of this Statement of Work (SOW) are an integral part of the Motorola Service Terms and Conditions or other applicable Agreement(s) with the Customer to which this SOW is appended and made a part thereof by this reference.

1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge and remotely diagnose the Event and initiate an appropriate response per the customer profile. Appropriate responses could include, but are not limited to, continue monitoring the Event for further development transferring the Event to Technical Support or opening a Case for dispatch of a Customer's technician.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Customer Technician until System Restoral occurs and Case is closed. The SSC will Continuously track and manage Case activity from open to close through an automated Case tracking process

2.0 Motorola responsibilities:

- 2.1 Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO, ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
- 2.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements.. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.3 If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet system elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4 Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5 Continuously receive data from Customer monitored System and Customer initiated service requests.
- 2.6 Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 3.1.
- 2.7 Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.7.1 Characterize the issue
 - 2.7.2 Determine a plan of action
 - 2.7.3 Assign and track the Case to resolution.
- 2.8 Contact technician or other representative designated by Customer as the dispatch contact (Customer Contact) and provide necessary Case information collected in 2.7.
 - 2.8.1 If Customer contact does not respond to Motorola as required by the Customer Support Plan provided by Customer pursuant to section 3.5 below, Motorola will continue to attempt to reach Customer contact every 10 minutes until contact has been attempted for each name set forth in the pre-defined escalation contact table provided by Customer pursuant to section 3.5.2.
 - 2.8.2 Upon attempting each name on the pre-defined escalation contact table, Motorola will either send an email or leave a voice mail message with the Customer contact notifying Customer contact of the Case. Thereafter, Motorola will defer the Case to the next Standard Business Day.
 - 2.8.3 On the next Standard Business Day, Motorola will attempt to reach the Customer contact again as set forth in section 2.8.1. If all contacts on the Customer escalation table provided pursuant to 3.5.2 have been attempted, without receiving any Customer response, Motorola will close the Case. Motorola will not be responsible for any damages of any kind arising out of or relating to the inability of Motorola to reach the Customer Contact or others on the Customer escalation table.
- 2.9 Escalate the Case per the escalation contact table provided by Customer pursuant to 3.5.2 if

Customer's technician does not report site arrival, Response or Restoration within Customer requested Response times as set forth the Customer Support Plan.

- 2.10 Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference in the Customer Support Plan. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Customer technician will be released.
- 2.11 Close the Case upon receiving notification from Customer indicating the Case is resolved.
- 2.12 Notify Customer of Case Status, as required by the Customer Support Plan at the following Case levels:
 - 2.12.1 Open and closed; or
 - 2.12.2 Open, assigned to Customer technician, arrival of Customer technician on site, deferred or delayed, closed.
- 2.13 Provide the following reports, as applicable:
 - 2.13.1 Case activity reports to Customer.
 - 2.13.2 Network Monitoring Service reports for Customer System(s),
 - 2.13.3 Network Activity/Availability Reports for ASTRO 25, SmartZone/ OmniLink, and Private Data Systems only.
- 2.14 Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
- 2.15 Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.

3.0 Customer Responsibilities:

- 3.1 Allow Motorola Continuous remote access to obtain System availability and performance data
- 3.2 Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
- 3.3 Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 3.4 Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 3.5 Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan, including, but not limited to:
 - 3.5.1 Case notification preferences and procedure
 - 3.5.2 Escalation contact table
 - 3.5.3 Severity Level definitions
 - 3.5.4 Site arrival preference and procedure
 - 3.5.5 Repair Verification preference and procedure
 - 3.5.6 Response and Restoration time commitments
 - 3.5.7 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.6 Provide the following information when initiating a service request:
 - 3.6.1 Assigned System ID number
 - 3.6.2 Problem description and site location
 - 3.6.3 Other pertinent information requested by Motorola to open a Case.
- 3.7 Notify the SSC when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
- 3.8 Respond to Motorola within 10 minutes of receipt of page or telephone call to accept assignment of Case. If Customer fails to contact Motorola within 10 minutes, Motorola will follow the escalation process described in section 2.8.1 above.
- 3.9 Report Restoration to Motorola upon resolution of Case within Restoration times set forth in the Customer Support Plan.
- 3.10 Report site arrival to Motorola within the Response and Restoration time commitments for all accepted cases if required in the Customer Support Plan.
- 3.11 Allow Motorola access to remove Motorola owned monitoring equipment upon cancellation of service.
- 3.12 Provide all Customer managed passwords required to access the Customer's System to Motorola upon request or when opening a Case to request service support or enable Response to a technical issue.
- 3.13 Pay additional support charges above and beyond the contracted service agreements that may apply if it

- 3.14 is determined that System faults were caused by the Customer making changes to critical System parameters. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

Appendix 1

Connectivity Matrix

System Type	Connectivity	Responsibility
Astro 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola
MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

Monitored Elements Table (Listed by technology)

System Type	Equipment
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*Legal Approval
September 2010*



Statement of Work

Infrastructure Repair with Advanced Replacement

1.0 Description of Services

Infrastructure Repair is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Customer's System type determines which exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair. In cases where Advanced Replacement is not available or when a Customer requires the exact serial number to be returned, a FRU may be available on a Loaner basis.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Use commercially reasonable efforts to maintain an inventory of FRU.
- 2.2 Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.
- 2.3 Program FRU to original operating parameters based on templates provided by Customer as required in Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used.
- 2.4 Properly package and ship Advanced Replacement FRU from IDO's FRU inventory to Customer specified address.
 - 2.4.1 During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
 - 2.4.2 When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO and the Customer will own the Advanced replacement FRU.
 - 2.4.3 When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.
- 2.5 Provide repair return authorization number upon Customer request for Infrastructure that is not classified as an Advanced Replacement or Loaner FRU.
- 2.6 Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 2.7 Perform the following service on Motorola Infrastructure:
 - 2.7.1 Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.7.2 Replace malfunctioning FRU or Components.

- 2.7.3 Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
- 2.7.4 Perform a Box Unit Test on all serviced Infrastructure.
- 2.7.5 Perform a System Test on select Infrastructure.
- 2.8 Provide the following service on select third party Infrastructure:
 - 2.8.1 Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.8.2 Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 2.8.3 Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 2.8.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
- 2.9 Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
- 2.10 Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.
- 2.11 Ship repaired Infrastructure to the Customer specified address during normal operating hours set forth in 2.4.1. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
- 3.0 Customer has the following responsibilities:
 - 3.1 Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repairs) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
 - 3.1.1 Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
 - 3.1.2 Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
 - 3.1.3 Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
 - 3.1.4 Provide Customer purchase order number to secure payment for any costs described herein.
 - 3.2 Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.4.1.
 - 3.3 Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.7. Customer must send the return air bill, referenced in 2.4.2 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. For Infrastructure and/or third party Infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.
 - 3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
 - 3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
 - 3.6 For Digital In-Car Video Infrastructure, remove video from equipment prior to sending Infrastructure in

for repair. Video retrieval is a separate service and is not included as part of this SOW. Additional services and fee applies.

3.7 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.

4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:

1. All Infrastructure over seven (7) years from product cancellation date.
2. All Broadband/WiNS Infrastructure three (3) years from product cancellation date.
3. Physically damaged Infrastructure.
4. Third party Equipment not shipped by Motorola.
5. Consumable items including, but not limited to batteries, connectors, cables, tone/ink cartridges.
6. Video retrieval from Digital In-Car Video equipment
7. Test equipment.
8. Racks, furniture and cabinets.
9. Firmware and/or Software upgrades.

ASTRO® 25 Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Backhaul	Includes PTP (Point-to-Point Wireless) PTP 49600 and PTP 800 licensed series Excludes all other PTP technologies
Base Station(s) and Repeater(s)	Includes Quantar, MTR3000, STR3000, GTR8000, GTR8000 HPD, IntelliRepeater, Network Management (Please refer to the SOW for details) is not available on all stations. Quantar high power booster power amplifier, power supply and control board Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys , Telco, IMACS models 600, 800 . Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac 9600, ASTRO-tac 3000, GMC8000, Comparators.
Computer(s)/Workstations/Modems	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, PT800 tablet HP x1100, HPx2100, HP xw4000-4600, HPz400, HP VL600, HP VL800, HPz400, ML850 laptop, MW810, ML900 laptop, ML910 laptop, Compaq XW4000. Includes keyboards, mice, trackballs. Excludes all other laptop and desktop computer technologies and all

	286, 386, 486 computers; defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention,
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000, VPM, as part of complete communication System ? including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers, MTC3600, GCP8000, Site Controller PSC9600, CSC7000, MTC9600, MZC3600, MZC5000 (Includes Netra240 & T5220). Excludes SSMT and SCMS controllers. CD ROM Drive, Fan Tray
Dictaphones and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Firewalls	Includes Nortel Alteon ASF5105, 5106, Juniper SS520, ISSG140, SSG5, ISG1000C, ISG2000
Intrusion Detector	Includes Proventia 201 Linux IDSS, Proventia CX4002C
ISSI Gateway	Includes T5220 Sun server Solaris 10 OS
Links	Includes PTP 49600 and 800 licensed series
Logging Recorder	Excludes all technologies see SOW specifically for NICE logging recorders
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention, as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Motobridge	Included
Moscad	Includes NFM (Network Fault Management), as part of communication System only, RTU, SDM Site Manager RTU. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Astro25 Infrastructure Repair con't	Inclusions, Exclusions, Exceptions and Notes
Network Fault Management	Includes Full Vision, Unified Event Manager Excludes NMC
Gateway	Includes PDG:CPX8216, IVD & HPD PDG on HP DL360, MOTOBRIDGE
Printer(s)	Includes printers that directly interface with the communications system.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC, GPW8000, GTR8000, GTR8000 HPD Receivers.

	Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Routers	Includes GGM8000, ST5500, ST5598, S2500-S6000
Servers	Includes Netra 240, Netra T5220, cPCI, HP DL360, HP ML370, HP ML110, HP ML530, HP TC2110, 2120 HP InfoVista Server. IR8000 series, LX4000 series, Intel Server TSRL-T2, TIGPR2U, Proventia 201 Linux IDSS, Proventia GX4002C, Trak9100. Network Management Server includes cPCI Chassis, Power Supply, Fan Tray, Controller Hard Drive, CD ROM Drive, Tape Drive, CPU, Client PC's, Core Security Management Server, Firewall Servers, Intrusion Detection Sensor Server. Excludes Dell Servers, Monitors, Memory Module 0182915Y02, Rear Fan RLN5352, Central Process Card 0182915Y01
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netlocks systems sold with the Motorola System.
Secure	Includes KMF crypto card, end to end Cryptor for IVD PDEG Cryptor
SMARTX	Includes VPM
Switch	Includes Nortel Passport PBX, Cisco Catalyst 6509, HP 5308 LAN switch, HP ProCurve Switch 2524, 2650, 2626, HP3500, HP2610, 3Com PS40, SS1100
Telco PBX	Includes Avaya DFINITY PBX, S8300, S8500, Intel Server (ACSS), TSRLT2, TIGPR2U
Terminal Servers	Includes IR8000, LX4000S, LX4000T, Paradyne
Universal Simulcast Controller Interface(s)	Included
UPS Systems	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Workstation	Included

ASTRO® 25 Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Backhaul	Includes PTP (Point-to-Point Wireless) PTP 49600 and PTP 800 licensed series Excludes all other PTP technologies
Base Station(s) and Repeater(s)	Includes Quantar, MTR3000, STR3000, GTR8000, GTR8000 HPD, IntelliRepeater, Network Management (Please refer to the SOW for details) is not available on all stations. Quantar high power booster power amplifier, power supply and control board Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys, Telco, IMACS models 600, 800. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac 9600, ASTRO-tac 3000, GMC8000, Comparators.
Computer(s)/Workstations/Modems	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II,

	PT800 tablet HP x1100, HPx2100, HP_xw4000-4600, HPz400, HP VL600, HP VL800, HPz400, ML850 laptop, MW810, ML900 laptop, ML910 laptop, Compaq XW4000. Includes keyboards, mice, trackballs. Excludes all other laptop and desktop computer technologies and all 286, 386, 486 computers; defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention,
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000, VPM, as part of complete communication System ? including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers, MTC3600, GCP8000, Site Controller PSC9600, CSC7000, MTC9600, MZC3600, MZC5000 (Includes Netra240 & T5220). Excludes SSMT and SCMS controllers. CD ROM Drive, Fan Tray
Dictaphones and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Firewalls	Includes Nortel Alteon ASF5105, 5106, Juniper SS520, ISSG140, SSG5, ISG1000C, ISG2000
Intrusion Detector	Includes Proventia 201 Linux IDSS, Proventia CX4002C
ISSI Gateway	Includes T5220 Sun server Solaris 10 OS
Links	Includes PTP 49600 and 800 licensed series
Logging Recorder	Excludes all technologies see SOW specifically for NICE logging recorders
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention, as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Motobridge	Included
Moscad	Includes NFM (Network Fault Management), as part of communication System only, RTU, SDM Site Manager RTU. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Astro25 Infrastructure Repair con't	Inclusions, Exclusions, Exceptions and Notes
Network Fault Management	Includes Full Vision, Unified Event Manager Excludes NMC
Gateway	Includes PDG:CPX8216, IVD & HPD PDG on HP DL360, MOTOBRIDGE

Printer(s)	Includes printers that directly interface with the communications system.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC, GPW8000, GTR8000, GTR8000 HPD Receivers. Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Routers	Includes GGM8000, ST5500, ST5598, S2500-S6000
Servers	Includes Netra 240, Netra T5220, cPCI, HP DL360, HP ML370, HP ML110, HP ML530, HP TC2110, 2120 HP InfoVista Server. IR8000 series, LX4000 series, Intel Server TSRL-T2, TIGPR2U, Proventia 201 Linux IDSS, Proventia GX4002C,Trak9100. Network Management Server includes cPCI Chassis, Power Supply, Fan Tray, Controller Hard Drive, CD ROM Drive, Tape Drive, CPU, Client PC's, Core Security Management Server, Firewall Servers, Intrusion Detection Sensor Server. Excludes Dell Servers, Monitors, Memory Module 0182915Y02, Rear Fan RLN5352, Central Process Card 0182915Y01
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netlocks systems sold with the Motorola System.
Secure	Includes KMF crypto card, end to end Cryptor for IVD PDEG Cryptr
SMARTX	Includes VPM
Switch	Includes Nortel Passport PBX,Cisco Catalyst 6509, HP 5308 LAN switch, HP ProCurve Switch 2524, 2650, 2626, HP3500, HP2610, 3Com PS40, SS1100
Telco PBX	Includes Avaya Dfinity PBX, S8300, S8500, Intel Server (ACSS), TSRLT2, TIGPR2U
Terminal Servers	Includes IR8000, LX4000S, LX4000T, Paradyne
Universal Simulcast Controller Interface(s)	Included
UPS Systems	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Workstation	Included

SmartZone System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines.
Base Station(s) and Repeater(s)	Includes: Quantar, Quantro, Digital, MTR2000 ONLY.
Central Electronics Bank(s)	Includes Logging Recorder, Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac Comparators
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II,

	keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System ? including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller(s) -Trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar and MTR2000, ASTRO-TAC Receivers
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Zone Manager	Excludes HP715/33, HP 715/50 servers. Excludes x-terminals NDS14C and NDS17C

Zone Controller(s)	Includes console terminals. Excludes all Sun/IMP hard drives except TLN3495A 0820 1 GB drive as well as the following SUN/IMP CPUSET's: TLN3278B 0406, TLN3343A 0424 and TLN3278A 0181/0389.
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SmartZone System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines.
Base Station(s) and Repeater(s)	Includes: Quantar, Quantro, Digital, MTR2000 ONLY.
Central Electronics Bank(s)	Includes Logging Recorder, Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac Comparators
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System ? including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller(s) -Trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000.

	Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar and MTR2000, ASTRO-TAC Receivers
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Zone Manager	Excludes HP715/33, HP 715/50 servers. Excludes x-terminals NDS14C and NDS17C
Zone Controller(s)	Includes console terminals. Excludes all Sun/IMP hard drives except TLN3495A 0820 1 GB drive as well as the following SUN/IMP CPUSET's: TLN3278B 0406, TLN3343A 0424 and TLN3278A 0181/0389.

Approved by Contract and Compliance 11/20/09
Motorola Solutions
1303 E. Algonquin Road, Schaumburg, IL 60196 U.S.A.
Version 1.9 1/12/12



Statement of Work

NICE Gold Maintenance

Overview

Motorola utilizes NiceLog to provide a complete, reliable and robust solution for Customer audio recording requirements.

1.0 Description of Services

Motorola System Support Center (SSC) will initiate the Customer service request to NICE. NICE will deliver services identified in the NICE Gold-Lite Maintenance tables provided in this SOW. Post warranty services provided by NICE include phone coverage, on site support and hardware support for applicable NICE Logging Equipment integrated within a Motorola network or Vortex console.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Respond to request for post warranty support for the Restoration of a failed System.
- 2.2 Collect model, serial number information, customer name and customer contact.
- 2.3 Provide a case number
- 2.4 Contact NICE support and provide them with customer, case number, model, and serial number information.
NICE will contact the customer/field team and work the issue to completion.
- 2.5 Advise caller of procedure for determining any additional requirements.
- 2.6 Coordinate resolutions with agreed upon third party vendor.
- 2.7 Close the case once the NICE issue has been resolved.

3.0 Customer has the following responsibilities:

- 3.1 Contact Motorola System Support Center (SSC) to initiate a service request.
- 3.2 Provide model and serial number
- 3.3 Provide a contact name and contact phone number.

4.0 NICE has the following responsibilities:

- 4.1 Provide repair return authorization numbers to Customer.
- 4.2 Provide services in accordance with Table 1, per the time zone where the equipment resides, Monday through Friday, excluding NICE's published holidays and within the normal response times.
- 4.3 Receive malfunctioning hardware from Customer and document its arrival, repair and return.
- 4.4 Perform the following service on NICE hardware:
 - 4.1.1. Replace malfunctioning components. NICE will use commercially reasonable efforts to repair or replace, in its discretion, any hardware found to be defective under normal and proper use and service during the contract period. An in-coverage unit will be repaired and returned at no charge except for under the following conditions:
 - (1) The unit has been modified or damaged due to improper packaging; or
 - (2) If a unit is received for repair and found operable in accordance with current NICE standards, it will be classified as "no trouble found" and it will be returned in the same condition in which it was received.
- 4.5 Coordinate any repair activity with Motorola and Customer to ensure resolution
- 4.6 On-site reporting, the NICE service provider (SP) will:
 - 4.6.1 Arrive at the Customer site and go directly to the Customer contact
 - 4.6.2 When SP is ready to leave, notify the Customer contact
 - 4.6.3 Provide verbal reports to the Customer contact on all work complete and in progress by NICE
 - 4.6.4 Sign out and leave with the Customer contact a visit report of the work accomplished by NICE and the outstanding issues
- 4.7 Provide to the Customer contact within one (1) week of the on-site visit a follow-up report on any outstanding issues
- 4.8 Contact Motorola System Support Center to close the case
- 4.9 Perform services according to NICE service priorities

Table 1

Support Coverage	Phone Support- Twenty-four (24) hours, seven (7) days per week
Call Back Response Time	Sixty (60) minutes after receipt of call from authorized representative
On-Site Response Time for Priority 1 Service Issues	Four (4) hours

Gold Available with a 4 Hour Drive Time	Priority 1	Priority 2	Priority 3	Priority 4
Phone Availability	24*7	24*7	24*7	24*7
Support Coverage	24*7	24*7	24*7	24*7
Call Back Response Time	60 Minutes	120 Minutes	24 Hours	24 Hours
On Site Response Times*	4 Hours	24 Hours	48 Hours	48 Hours

**On Site Response Time are in effect following the determination that on site support is required. Repair parts are shipped overnight, unless otherwise pre-arranged. The arrival of the technician and the shipped parts will be coordinate to coincide.*

Priority 1 - Critical Failure - In a 100% recording environment, any failure of equipment, NICE software or communications to the NICE products which results in loss of recording channels or data, or if allowed to persist will result in such recording loss.

Priority 2 - Major Problem - Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.

Priority 3 - Product Anomaly - Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished Product response or performance, for example if an administrator loses the ability to add or delete users.

Priority 4 - System Inquiry, planned intervention or request for information.

4.10 Software Upgrades- NICE's standard maintenance services shall include installation of only such software updates to the NICE software which, in NICE's sole discretion, are necessary to ensure efficient operation of the products ("NICE Software Updates"). NICE will provide Customer with a version of the NICE Software Update for Customer to review and authorize for installation. Upon such installation, Customer shall receive a copy of all written materials necessary to allow Customer to operate such NICE Software Updates. All NICE Software Updates are licensed for use solely on the Equipment on which the relevant NICE Software was first installed and shall, unless otherwise set forth herein, be governed by the terms and conditions of the software license for the NICE Software executed by both parties ("NICE Software License").

5.0 Ineligible Products - Additional Service fees shall apply for any maintenance provided by NICE for any and all individual products that are damaged by causes not caused directly by the gross negligence or intentional misconduct of NICE and external to the relevant individual product, including without limitation, damages to a individual product caused by: (i) neglect, mishandling, misuse and/or unauthorized repair by anyone other than NICE or a NICE certified technician; (ii) failure to maintain the Site in accordance with NICE's installation site specifications ("Installation Site Specifications"); (iii) relocation from the Site specified by the parties; (iv) use by anyone other than NICE or a NICE certified technician for purposes other than those for which it was designed, as described in the applicable documents, Operating Manuals and/or specifications provided by NICE; (v) use by anyone other than NICE or a NICE certified technician or material or supplies, including without limitation software and firmware programming, that do not meet NICE's specifications and instructions; (vi) use of the Products with any Non-Nice Hardware and/or (vii) an accident, transportation, improper cooling or humidity control, failure to telephone equipment or communication lines, failure or fluctuation of electrical power, other unusual physical or electrical stress and/or failure of interconnect equipment not provided by NICE or a NICE certified technician.

6.0 In addition to any exclusions named in Section 7.0 of the Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded:

1. All Infrastructure over seven (7) years from product cancellation date
2. Physically damaged Infrastructure

3. Third party Equipment not shipped by Motorola
4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges
5. Test Equipment
6. Racks, furniture and cabinets
7. Firmware and/or Software upgrades

7.0

Data System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Logging Recorder	Includes NICE logging Recorders Excludes all other technologies
Playback Station	Excluded
Rack Mounts/Shelves	Includes NICE rack mount/shelf ONLY Excludes all other technologies
Servers/Storage Center	Includes NICE servers/storage centers ONLY Excludes all other technologies
Workstation	Excluded

NICE Gold Maintenance Support
 Legal Approval March 3, 2008



Statement of Work

Technical Support Overview

Motorolas Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO network expertise and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola System Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Technical Support provides access to a solutions database, as well as access to in house test labs and additional Motorola technical resources

Motorola applies industry best practices in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

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.

1.0 Description of Technical Support Services

Motorolas System Support Center (SSC) will provide technical support to assist the customers technical resources of the Motorolas currently supported infrastructure. This team of highly skilled professionals is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

The Technical Support Operations is available 24 hours a day; 7 days per week to support technical requests ([see severity level response time commitments](#)). Calls requiring incidents, problems, or service requests will be logged in Motorolas issue management system. This ensures that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. The Technical Support Operations shall assign the priority level as in accordance with the agreed [Severity Level Definitions](#) stated in this document.

Motorola will track the progress of each case from initial logging to resolution. Motorola will ensure that the customer is advised of the case progress and informed of tasks that require further investigation and assistance from the customers technical resources

The provision of this service requires that the customer provides a suitably trained technical resource that delivers maintenance and support to the system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.1 Scope

Technical Support service is available 24 hours a day, 7 days a week based on [Severity Level Definitions](#).

1.2 Geographic Availability

Technical Support is available to any customer regardless of their geographic location and timeframes are based on the customers local time zone.

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

- 1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by with SSC working remotely with the local customer technical resource.
- 1.4.2 Third party support for equipment not sold by Motorola as part of the original system.
- 1.4.3 System installations, upgrades, and expansions.
- 1.4.4 Customer training.
- 1.4.5 Hardware repair and/or exchange.

- 1.4.6 Network security services.
- 1.4.7 Network transport.
- 1.4.8 Information Assurance.
- 1.4.9 Motorola services not included in this statement of work.
- 1.4.10 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorolas Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

- 1.5.1 Enable customer access to the Motorola Technical Support Center (800-221-7144), 24 hours a day, 7 days per week, to answer, document and respond to requests for support.
- 1.5.2 Respond to requests for Technical Support in accordance with the response times set forth in the [Severity Level Response Time Commitments](#) section of this document and the severity level defined in the [Severity Level Definitions](#) section of this document.
- 1.5.3 Advise caller of procedure for determining any additional requirements, activities or information relating to issue restoration and/or characterization.
- 1.5.4 Maintain communication with the customer in the field as needed until resolution of the case
- 1.5.5 Coordinate technical resolutions with agreed upon third party vendors, as needed.
- 1.5.6 Escalate and manage support issues, including systemic issues, to additional Motorola technical resources, as applicable.
- 1.5.7 Escalate the case to the appropriate party upon expiration of a response time.
- 1.5.8 Determine, in its sole discretion, when a case requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6 The Customer has the following responsibilities:

- 1.6.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
- 1.6.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.6.3 Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
- 1.6.4 Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
- 1.6.5 Provide SSC access via the remote connection that has been established through other sold services (e.g. Network Fault Monitoring)
- 1.6.6 Supply suitably skilled and trained on-site presence when requested by the SSC.
- 1.6.7 Validate issue resolution prior to close of the case in a timely manner.
- 1.6.8 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the [Severity Level Definitions](#) and in the [Severity Level Response Time Commitments](#) section in this document.
- 1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service.

1.7 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> • 33% of call processing resources impaired • Site Environment alarms: <ul style="list-style-type: none"> ○ Smoke, ○ Unauthorized access ○ Temperature ○ Power failure
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> • Less than 33% of call processing resources impaired • Failure of a single redundant component
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • Intermittent faults that are infrequent and minor impact to core services • Statistical reporting problems
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. • Faults that have no impact in how the user perceives the system to work. • Cosmetic issues. • Requests for information. • Preventive Maintenance

2.1 Severity Level Response Time Commitments

The response times are based on the defined severity levels as follows:

Severity Level	Response Time
Severity 1	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the

	system or provide a workaround resolution. Response provided 24 x 7.
Severity 2	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 3	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 4	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.



Statement of Work

Network Preventative Maintenance

1.0 Description of Service

Network Preventative Maintenance will provide an operational test and alignment, on the Customer's Infrastructure Equipment (infrastructure or fixed network equipment only) to ensure the Infrastructure meets original manufacturer's specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference. Customer's System type determines which Exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Network Preventative Maintenance will be performed during Standard Business Days. If the System or Customer requirements dictate this service must occur outside of Standard Business Days, Motorola will provide an additional quotation. Customer is responsible for any charges associated with helicopter or other unusual access requirements or expenses.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Notify the Customer of any possible System downtime needed to perform this service.
- 2.2 Physically inspect the Infrastructure Equipment in the system (equipment cabinets, general circuitry, fault indicators, cables, and connections).
- 2.3 Remove any dust, and/or foreign substances from the Infrastructure.
- 2.4 Clean filters, if applicable.
- 2.5 Measure, record, align, adjust the Infrastructure Equipment parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable.

3.0 Customer has the following responsibilities:

- 3.1 Provide preferred schedule for Network Preventative Maintenance to Motorola.
- 3.2 Authorize and acknowledge any scheduled System downtime.
- 3.3 Maintain periodic backup of databases, Software applications and Firmware.
- 3.4 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Preventative Maintenance services to Customer.

Approved by Motorola Contracts & Compliance: 1/28/08



Statement of Work

ASTRO® 25 Network & Security Monitoring, Pre-Tested Software Subscription, OnSite Infrastructure Response and Dispatch Service

Overview: Network & Security Monitoring is a bundled service offering that provides Network Monitoring, Security Monitoring, Pre-Tested Software Subscription (PTSS), Dispatch and OnSite Infrastructure Response services to the Customer. This service is applicable only for the following system types: ASTRO 25 current shipping System Release and three prior System Releases.

Definitions

Terms that are capitalized but not defined in this Statement of Work shall have the definition given to such terms in the Service Terms and Conditions, the Communications System Agreement or other applicable agreement. The following terms have the following meanings:

- § Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company, including but not limited to the anti-virus definitions, operating system software patches and signature files that will be pre-tested pursuant to this Statement of Work.
- § Supported System Release: Pre-Tested Software Subscription supports the current ASTRO 25 6.X and 7.X System Releases and 3 previous System Releases.

1.0 Description of Services

ASTRO 25 Network & Security Monitoring includes the monitoring of radio system infrastructure as well as monitoring and managing the Motorola security equipment present on the Customer's System. Monitoring security equipment requires Customer to purchase a Core Security Management Server with Customer's System. Motorola will monitor Elements of a System for Events, as set forth in the Monitored Elements Table below.

When the Motorola System Support Center (SSC) detects an Event, trained technologists will acknowledge the Event, run remote diagnostic routines, and initiate an appropriate Response. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, attempting remote Restoral, or transferring the Event by opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Pre-Tested Software Subscription provides the latest anti-virus definitions, intrusion detection sensor (IDS) signature updates (ONLY for IDS supplied to Customer by Motorola), Microsoft and Solaris operating system security patches that have been pre-tested on a Motorola test system to verify compatibility with the ASTRO 25 System.

Motorola will proactively manage the security Elements present on the System as needed to mitigate the risk of vulnerability such as a virus, worm or other intrusive attack on the System. This may include periodically deploying the latest release of pre-tested anti-virus definitions to the anti-virus management server and updating the intrusion detection sensor signature files on the network barrier (ONLY for IDS supplied to Customer by Motorola and if present on the System) as determined by Motorola. Motorola will also modify intrusion sensor settings and update firewall settings as determined by Motorola and will notify Customer of such modifications.

Motorola will provide Case Management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process. This Case management allows Motorola to provide activity and performance reports as well as ensures timely resolution of issues.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement(s) to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO 25 System. The Connectivity Matrix set forth below further describes the Connectivity options.
- 2.2. If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.

- 2.3. Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.4. Coordinate with Customer to maintain Motorola service authentication credentials.
- 2.5. Continuously receive service requests.
- 2.6. Perform Continuous monitoring of System Elements as set forth in the Monitored Elements Table.
- 2.7. Interpret System Events and determine appropriate Response. An appropriate Response could include the following actions: notify customer of activity, continue monitoring the Event for further development, review System log files or transfer the Event information via a Case for dispatch of a Servicer.
- 2.8. Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
- 2.9. Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 3.1.
- 2.10. Attempt remote Restoral, as appropriate. Some System functions may be disrupted as necessary to maintain System integrity until further validation of the Event occurs. This may include shutting down applications, applying security tools, resetting box, or instructing Servicer to reload applications and operating system software as necessary.
- 2.11. Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.11.1. Characterize the issue
 - 2.11.2. Determine a plan of action
 - 2.11.3. Assign and track the Case to resolution.
- 2.12. Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.11.
- 2.13. Ensure the required personnel have access to Customer information as needed.
- 2.14. Disable and enable System devices, as necessary, for Servicers.
- 2.15. Servicer will perform the following on-site:
 - 2.15.1. Run diagnostics on the Infrastructure or FRU.
 - 2.15.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.15.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any Security requirements necessary to perform the Maintenance service.
 - 2.15.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.16. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.6. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.17. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.18. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.19. Notify Customer of Case Status, as described in the Customer Support Plan by section 3.6 at the following Case levels:
 - 2.19.1. Open and closed; or
 - 2.19.2. Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
- 2.20. Obtain anti-virus definitions for the Microsoft Windows platform, intrusion detection sensor (IDS) signatures for Motorola supplied IDS, Microsoft and Solaris operating system security patches/updates, as available, from Motorola selected commercial suppliers.
- 2.21. Evaluate anti-virus definitions classified as Category 4 (Severe, difficult to contain) and Category 5 (Very Severe, very difficult to contain) by Motorola selected commercial supplier to determine if a high-priority release is required. Motorola in its discretion will determine the urgency of the update based on the impact to the System.
- 2.22. Test anti-virus definitions, intrusion detection sensor signatures for Motorola supplied IDS, Microsoft and Solaris operating system security patches/updates by deploying them on a dedicated test System with the standard supported configurations, which include Motorola's then current approved cohabitated applications for current System Release and three previous System Releases.
- 2.23. Confirm that tested anti-virus definitions, intrusion detection sensor signatures for Motorola supplied IDS, and operating system security patches/updates do not degrade or compromise System functionality on dedicated test System within the standard supported configurations.
- 2.24. Address issues identified during testing to support functionality under the procedures specified in 2.22 above

- 2.25. by working with Motorola selected commercial supplier or Motorola product development engineering team. Deploy pre-tested updates weekly to anti-virus management server and intrusion detection sensor for Motorola supplied IDS (if present on the System) upon successful completion of the weekly test cycle to be completed one week after release by commercial supplier unless an issue is detected or as determined necessary by Motorola. High-priority anti-virus definition releases identified in 2.21 will be made available within 24 hours of commercial supplier release or at Motorola's discretion.
- 2.26. Notify Customer when anti-virus definition updates and intrusion detection sensor signatures have been deployed on Customer system.
- 2.27. Release and notify Customer when Microsoft and Solaris operating system security patches/updates are certified and available with instructions for obtaining patch for Customer deployment on the Customer system. Microsoft operating system security updates will be released monthly as available from Motorola selected commercial supplier upon successful completion of monthly test cycle. Solaris operating system security patches will be released quarterly upon successful completion of quarterly test cycle or at Motorola's discretion.
- 2.28. Maintain annual Customer licenses for anti-virus definitions and intrusion detection sensor signatures for IDS supplied to Customer by Motorola with Motorola selected commercial supplier.
- 2.29. Provide the following reports, as applicable:
 - 2.29.1. Case activity reports to Customer.
 - 2.29.2. Network Security Monitoring Service reports for Customer System(s).
 - 2.29.3. Network Activity/Availability Reports
- 2.30. Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.

3.0 Customer has the following responsibilities:

- 3.1. Allow Motorola Continuous remote access to obtain System availability, performance and configuration data.
- 3.2. Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound).
- 3.3. Provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
- 3.4. Maintain and manage any equipment outside of the System.
- 3.5. Deploy pre-tested operating system software patches on the System.
- 3.6. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.6.1. Provide 7/24 security contact and escalation list
 - 3.6.2. Case notification preferences and procedures
 - 3.6.3. Repair Verification preference and procedure
 - 3.6.4. Database and escalation procedure forms.
 - 3.6.5. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.7. Provide the following information when initiating a service request:
 - 3.7.1. Assigned System ID number
 - 3.7.2. Problem description and site location
 - 3.7.3. Other pertinent information for Motorola to open a Case.
- 3.8. Provide all Customer managed passwords required to access the Customer's System to Motorola upon request or when opening a Case to request service support or enable Response to a technical issue.
- 3.9. Notify the SSC when Customer performs any activity that impacts the System. (Activity that impacts the System may include, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the System to perform maintenance.)
- 3.10. As necessary, upgrade System to Supported System Release as specified in paragraph 2.22.
- 3.11. Allow Servicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
- 3.12. Allow Servicers access to remove Motorola owned server upon cancellation of service as set forth in paragraph 2.2.
- 3.13. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.15.2.
- 3.14. Maintain and store in an easily accessible location System backups and any/all Software needed to Restore the System.

- 3.15. Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.6.3.
- 3.16. Comply with the terms of the applicable license agreements between Customer and the Non-Motorola Software copyright owners.
- 3.17. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

4.0 WARRANTIES AND DISCLAIMER:

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service. Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service.

During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the tested Software updates, the System Software, when used properly and in accordance with the Documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that Customer's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Customer's particular requirements.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRE-TESTED ANTI-VIRUS DEFINITIONS, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS ANY WARRANTY CONCERNING THE NON-MOTOROLA SOFTWARE AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> 1. Response is provided Continuously 2. Major System failure 3. 33% of System down 4. 33% of Site channels down 5. Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC. 6. This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ul style="list-style-type: none"> 1. Response during Standard Business Day 2. Significant System Impairment not to exceed 33% of system down 3. System problems presently being monitored 4. This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ul style="list-style-type: none"> 1. Response during Standard Business Day 2. Intermittent system issues 3. Information questions 4. Upgrades/preventative maintenance 5. This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).

Severity Level	Standard Response Time	Premier Response Time	Limited Response Time	Restoral	Off Deferral
Severity 1	Within 4 hours from receipt of Notification Continuously	Within 2 hours from receipt of Notification Continuously	Within 4 hours from receipt of Notification Standard Business Day	8 hours	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	8 hours	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	48 hours	Time provided by Servicer *

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.
 - Provide update **before** the specific contractual commitments come due.
- * Note: Provide update to System Support Center **before** Deferral time comes due.

Connectivity Matrix

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard solution for real-time Connectivity	Non-standard solution for real-time Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption Available	Encryption Available
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

Monitored Elements Table (Listed by Technology)

System Type	Equipment
ASTRO 25 (release 7.x)	<p>Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; Conventional Channel Gateway (CCGW); Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>Core, Exit, Gateway, Peripheral, Border, and Site routers, HP Switches master, prime, console and repeater sites switches, GGSN; CWR</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave)</p> <p>DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED</p>
ASTRO 25 (release 6.3 ? 6.9)	<p>Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations);Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave)</p> <p>DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED.</p>
Security Elements (Monitoring and managing Security Elements is dependent on Customer purchasing Core Security Management Server as Equipment with the Customer System)	<p>Core Security Management Server; Firewall; Intrusion Detection Sensors; Anti-virus Management application; Authentication Management application; Centralized Logging Server</p>



Statement of Work

Security Update Service

1.0 Definitions

Terms that are capitalized but not defined in this Statement of Work shall have the definition given to such terms in the Service Terms and Conditions, the Communications System Agreement or other applicable agreement. The following terms have the following meanings:

- 1.1 **Non-Motorola Software:** Software whose copyright is owned by a party other than Motorola or its affiliated company, including but not limited to the anti-virus definitions, operating system software patches and signature files that will be pre-tested pursuant to this Statement of Work.
- 1.2 **System:** The Motorola ASTRO® 25 radio system and ARC4000 Master Site system.
- 1.3 **Supported System Release:** Pre-Tested Software Subscription supports the current ASTRO 25 ARC4000 Master Site System, 6.X and 7.X System Releases and 3 previous System Releases.

2.0 Description of Services

With Pre-Tested Software Subscription ("Service"), Motorola pretests the updated commercial anti virus definitions for the Microsoft Windows based boxes on a System. This Service will also include pre-testing operating system software patches and signature files for intrusion detection sensors (IDS), if supplied by Motorola and present on the Customer's System. Motorola will receive anti-virus definitions for the Microsoft Windows boxes, intrusion detection sensor signatures for Motorola supplied IDS, Microsoft and Solaris operating system security patches/updates from commercial suppliers. When anti-virus definitions classified as Category 4 (Severe, difficult to contain) and Category 5 (Very Severe, very difficult to contain) by the commercial supplier are released, Motorola will assess the potential impact of the anti-virus definitions and determine if a high-priority release is necessary. In addition, Motorola will determine the impact of the operating system software patches to Motorola's ASTRO 25 System and will determine which will be pre-tested and certified. Motorola will pre-test these anti-virus definitions, intrusion detection sensor signatures and operating system patches on a dedicated test System. Motorola will perform testing only on standard configurations certified by Motorola System Integration Testing (SIT) prior to making an update available to Customers. Once the latest anti-virus definitions, intrusion detection sensor signatures, and operating system patches are successfully tested on the System, Motorola will make them available to Customers. Non-Motorola Software associated with this Service will be governed by the terms in the applicable license agreement between Customer and the Non-Motorola Software copyright owner.

Motorola will issue a release that provides any updated anti-virus definitions and intrusion detection sensor signature files for Motorola supplied IDS weekly or as Motorola determines appropriate. Updates may occur more frequently if a high-priority release is required for anti-virus definitions as determined at Motorola's discretion. For Category 4 & 5 anti-virus definitions determined to be high-priority by Motorola, Customer will be notified of high-priority release within 24 hours from Motorola selected commercial supplier's certified definitions being available or at Motorola's discretion. Operating system software patches will be released upon successful completion of pre-testing and Motorola certification.

Inclusions: Pre-Tested Software Subscription will include pre-testing of anti-virus definitions for Microsoft Windows based boxes, intrusion detection sensor signatures for Motorola supplied IDS, Microsoft and Solaris operating system security patches/updates on Motorola's current ASTRO 25 ARC4000 Master Site System, 6.x and 7.x System and 3 previous System Releases.

Exclusions: Systems that have non-standard configurations that have not been certified by Motorola SIT are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system updates for IDS solutions not purchased through Motorola.

The terms and conditions of this Statement of Work are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

3.0 Motorola has the following responsibilities:

- 3.1 Obtain anti-virus definitions for the Microsoft Windows platform, intrusion detection sensor signatures

for Motorola supplied IDS and operating system software patches from Motorola selected commercial suppliers.

- 3.2 Evaluate anti-virus definitions classified as Category 4 and 5 by Motorola selected commercial supplier to determine if a high-priority release is required. Motorola in its discretion will determine the urgency of the update based on the impact to the System.
- 3.3 Prioritize and select operating system software patches for pre-testing. Motorola in its discretion will determine the selection, frequency and priority of the pre-testing.
- 3.4 Test selected anti-virus definitions, intrusion detection sensor signatures, and operating system patches by deploying them on a dedicated test System with the standard supported configurations, which include Motorola's then current approved cohabitated applications.
- 3.5 Confirm that tested anti-virus definitions, intrusion detection sensor signatures, and operating system software patches do not degrade or compromise System functionality on dedicated test System within the standard supported configurations.
- 3.6 Address issues identified during testing to support functionality under the procedures specified in 3.4 above by working with Motorola selected commercial supplier or Motorola product development engineering team.
- 3.7 Release pre-tested anti-virus definitions and intrusion detection sensor signatures electronically on a weekly basis upon successful completion of the weekly test cycle to be completed one week after release by commercial supplier unless an issue is detected or within 24 hours from Motorola selected commercial supplier's Category 4 & 5 certified virus definitions being available or at Motorola's discretion if determined by Motorola to be a high-priority release. Release may include the anti-virus definition file, intrusion detection sensor signatures, updated configuration files, instructions and other information deemed pertinent by Motorola.
- 3.8 Release and notify Customer when Microsoft and Solaris operating system security patches/updates are certified and available with instructions for obtaining patch/update for Customer deployment on the Customer system. Microsoft operating system security updates will be released monthly as available from Motorola selected commercial supplier upon successful completion of monthly test cycle. Solaris operating system security patches will be released quarterly upon successful completion of quarterly test cycle or at Motorola's discretion.
- 3.9 Notify Customer when the latest release is available with instructions on where to obtain latest release.
- 3.10 Maintain annual Customer subscriptions for anti-virus definitions and intrusion detection sensor signatures, with Motorola selected commercial supplier.

4.0 Customer has the following responsibilities:

- 4.1 Provide means for accessing pre-tested files electronically.
- 4.2 Deploy pre-tested files on Customer System.
- 4.3 Upgrade System to a Supported System Release as necessary to continue Service.
- 4.4 Identify one point of contact for issues specific to Pre-Tested Software Subscription.
- 4.5 Cooperate with Motorola and perform all acts that are reasonable and/or necessary to enable Motorola to provide Pre-Tested Software Subscription to Customer.
- 4.6 Comply with the terms of the applicable license agreement between Customer and the Non-Motorola Software copyright owner.

5.0 WARRANTIES AND DISCLAIMER:

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service. Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service.

During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the tested Software updates, the System Software, when used properly and in accordance with the Documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that Customer's use of the

Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Customer's particular requirements.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRE-TESTED ANTI-VIRUS DEFINITIONS, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS ANY WARRANTY CONCERNING THE NON-MOTOROLA SOFTWARE AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.

Pre-Tested Software Subscription

Approved by Contracts & Compliance 03/14/08

Special Product

SP - ONSITE INFRASTRUCTURE RESPONSE

OnSite Infrastructure Response ? Designated Equipment

1.0 Description of Service

OnSite Infrastructure Response provides for on-site technician Response as determined by pre-defined severity levels set forth in Table C and Response times set forth in Table A in order to Restore designated equipment.

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2.0 Motorola has the following responsibilities:

1. 2.1 Provide Customer access to a single phone number to request service Continuously via one of the following communication methods: (telephone, answering service, pager, cellular phone).

2. 2.2 Assign technical resources and provide estimated time of arrival (ETA) to Customer.

3. 2.3 Respond to the Customer site per the Table A below.

4. 2.4 Perform diagnostics on the Component /Field Replaceable Unit (FRU) /assembly

2.5 Restore the equipment by replacing defective Component/FRU/assembly:

2.5.1 FRU and assembly will be provided by Customer.

2.6 Call Customer upon restoration and request verification. If Customer cannot be contacted within twenty (20) minutes, the Servicer will be released from Customer site.

2.7 Provide the service ticket document to Customer when requested. Service ticket document should include the following:

5. 2.7.1 Resolution action.

6. 2.7.2 Provide defective FRU or part number (model #) used.

3.0 Customer has the following responsibilities:

7. 3.1 Contact the Servicer when service is needed.

8. 3.2 Contact the Servicer upon expiration of Response time goal.

9. 3.3 Supply FRU or assembly as needed in order for Motorola to Restore the equipment as set forth in paragraph 2.5.1

10. 3.4 Maintain and store any and all Software needed to Restore the System.

11. 3.5 Upon being contacted by the Servicer requesting verification of a Restoration as described above in Section 2.6, respond to that request within twenty (20) minutes.

12. 3.6 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.

13. 3.7 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide OnSite Infrastructure Response with Local Dispatch services to Customer.

Severity Level Response Time

Severity 1 Within 4 hours from receipt of notification

Severity 2* Within 4 hours from receipt of notification*

Severity 3* Within 24 hours from receipt of notification*

* Denotes that these response times are applicable only during Standard Business Days. Severity 1 Response Times are applicable Continuously.

Table C ?Severity Definitions

Severity Level Problem Types

Severity 1 Major equipment failure 33% of equipment down 33% of Site channels down

Response is provided Continuously

Severity 2 Significant Equipment Impairment

Response is provided Standard Business Day

Severity 3 Parts Questions Intermittent Problems

Equipment problems being monitored Operational and informational questions Response is provided Standard Business Day

Special Statement of Work

SP Local Repair with Onsite Response

1.0 Description of Services

Local Infrastructure Repair provides repair service of Equipment named on the Customer Equipment list by the Servicer. At the Servicer's discretion and responsibility, Equipment may be sent to Motorola, original equipment manufacturer, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of the Motorola 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 Service or other applicable Agreement, the provisions of the Agreement shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1. Repair Equipment at the Servicer facility or Customer location to be determined by Motorola. Servicer is responsible for travel costs and hardware repair costs to a Customer location to repair Equipment.
- 2.2. Perform the following on Motorola Equipment:
 - 2.2.1. Perform an operational check on the Equipment to determine the nature of the problem.
 - 2.2.2. Replace malfunctioning Components with new or reconditioned assemblies.
 - 2.2.3. Verify that Motorola Equipment is returned to Motorola manufactured specifications.
- 2.3. Provide the following service on third party Infrastructure
 - 2.3.1. Perform diagnostic on select third party Infrastructure to determine whether there is an Equipment malfunction. If no malfunction is found, Equipment with no trouble found (NTF) will not be sent to third party vendor for repair.
 - 2.3.2. If a malfunction is found, ship select third party Infrastructure to the original equipment manufacturer or third party vendor for repair service.
 - 2.3.3. Coordinate and track third-party Infrastructure Equipment sent to the original equipment manufacturer or third party vendor for service.
- 2.4. Reprogram Equipment where applicable to return Equipment to original operating parameters based on templates provided by Customer. If the Customer template is not provided or is not reasonably usable, a generic template will be used which will be provided by Servicer.
- 2.5. Notify the Customer upon completion of repair.
- 2.6. Properly package, return ship or hand deliver Equipment to the Customer specified address. Servicer will pay return shipping charges.

3.0 Customer has the following responsibilities:

- 3.1. Contact Servicer and provide the following information:
 - 3.1.1. Provide customer name, address of site location, and symptom of problem
 - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
 - 3.2. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
 - 3.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.
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SERVICES AGREEMENT

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

Contract Number: S00001002431
 Contract Modifier: RN01-APR-14 08:21:14

Date: 09/04/2014

Company Name:	Bedford, City Of
Attn:	TERRY LEAK
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: 10/01/2014
 Contract End Date: 09/30/2015
 Anniversary Day: Sep 30th
 Payment Cycle: ANNUAL
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
3	SVC02SVC0004C	***** Recurring Services ***** MS - NETWORK MANAGEMENT SITE(S)	\$3,152.58	\$37,830.96
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$3,152.58 \$37,830.96
			Subtotal - One-Time Event Services	\$.00 \$.00
			Total	\$3,152.58 \$37,830.96
			Taxes	- -
			Grand Total	\$3,152.58 \$37,830.96
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
_____ CUSTOMER (PRINT NAME)	CSM	9/5/14
_____ MOTOROLA REPRESENTATIVE(SIGNATURE)	_____ TITLE	_____ DATE
ANTHONY PROFITA	815-762-5050	
_____ MOTOROLA REPRESENTATIVE(PRINT NAME)	_____ PHONE	

Company Name: Bedford, City Of
Contract Number: S00001002431
Contract Modifier: RN01-APR-14 08:21:14
Contract Start Date: 10/01/2014
Contract End Date: 09/30/2015

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
Prepared For :

BEDFORD, CITY OF

100 MAIN ST

COLLEYVILLE, TX 76034



Statement of Work

Definitions

1.0 Definitions

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 1.1. **Box Unit Test:** Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2. **Case:** Electronic tracking document for requests for service through the System Support Center.
- 1.3. **Case Status:** Identifier of the status of a Case from beginning to end.
- 1.4. **Component(s):** Motorola new or refurbished parts of equal quality.
- 1.5. **Configuration Change Support:** A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleet mapping is not included in Configuration Change Support.
- 1.6. **Connectivity:** Establishment of remote access to the System via dial up or fixed dedicated links.
- 1.7. **Continuously/Continuous:** Seven (7) days per week, twenty-four (24) hours a day, including holidays.
- 1.8. **Customer:** The end-user Customer as identified in the Agreement.
- 1.9. **Customer Support Plan:** A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 1.10. **Elements:** Those device types present on the Customer's System whose status may be communicated to the SSC.
- 1.11. **Equipment:** The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.12. **Enhanced System Support (ESS) Period:** The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 1.13. **Event:** An alarm or informational notification received by Motorola through the Network Management tools.
- 1.14. **Feature:** A Software functionality
- 1.15. **Federal Technical Center:** A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for United States Federal Government Customers.
- 1.16. **Firmware:** Software in object code form that is implanted or embedded in hardware.
- 1.17. **FRU:** Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 1.18. **Infrastructure:** The fixed Equipment excluding mobiles, portables, and accessories.
- 1.19. **Infrastructure Depot Operations (IDO):** A Motorola facility, which serves as Motorola's centralized location for infrastructure repair.
- 1.20. **Loaner:** Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 1.21. **Maintenance:** The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the Components, and placing the Equipment back into operation.
- 1.22. **MCNS:** Mission Critical Network Services
- 1.23. **Motorola Software:** Software whose copyright is owned by Motorola or its affiliated company
- 1.24. **Non-Motorola Software:** Software whose copyright is owned by a party other than Motorola or its affiliated company.
- 1.25. **Notification:** The point in time when the Customer contacts Motorola and requests service.
- 1.26. **Optional Feature:** An additional Feature issued with a System Release that is available to Customer at additional cost.
- 1.27. **Radio Support Center (RSC):** A Motorola facility which serves as Motorola's centralized location for radio repair.
- 1.28. **Response:** The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
- 1.29. **Restore/Restoration/Restoral:** The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 1.30. **Servicer:** A Motorola Authorized Service Station or Motorola Field Service personnel.

- 1.31. Severity Level: The degree of adverse impact of an issue or Event.
- 1.32. Software: The software furnished with the System, including any Motorola Software and Non-Motorola Software.
- 1.33. Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.
- 1.34. Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
- 1.35. Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 1.36. Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release
- 1.37. Start Date: Effective start date as listed on the Agreement.
- 1.38. System: The communications system as defined in the Communications System Agreement or other applicable Agreement.
- 1.39. System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System Tests as described in the acceptance test plan.
- 1.40. System Support Center (SSC): A Motorola facility which serves as Motorola's centralized system support facility to compliment the field support resources
- 1.41. System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.
- 1.42. System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
- 1.43. Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.
- 1.44. Technical Support Operations (TSO): A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Networks & Enterprise) or who have a contract for technical support services.
- 1.45. Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment
- 1.46. Verification: Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
- 1.47. Work-around: A change in the followed procedures or data supplied by Vendor to avoid error without substantially impairing use of the Equipment.
- 1.48. Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

Definitions

Approved by Motorola Contracts & Compliance 10-31-2006



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
 - 1.3.3.1 Review Clients Anti-Virus definitions and MotoPatch Software to ensure the Anti-Virus and MotoPatch are current as per Motorola's release.
 - 1.3.3.2 System consists of Network Management Clients – 4, Dispatch Centers – 4, MCC7500 Operator Positions – 18
- 1.3.4 Present and receive approval for Maintenance tasks.

¹ SUA, SUAIL, 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 of 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 to be able to provide this service.



Council Agenda Background

PRESENTER: Joey Lankford, Fire Marshal

DATE: 09/23/2014

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

ITEM:

Consider a resolution authorizing payment to the City of North Richland Hills, in the amount of \$23,093.94, to provide continuous maintenance for subscriber radios and auxiliary equipment.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

A radio maintenance agreement between the cities of Bedford and North Richland Hills originated on October 1, 1996. The City of North Richland Hills coordinates a radio maintenance consortium between the cities of Bedford, Colleyville, Euless, Grapevine, Haltom City, Keller, North Richland Hills, Richland Hills, Southlake and Tarrant County. A substantial savings in the cost of maintenance for subscriber radio and auxiliary units can be obtained by participating in the consortium, while maintaining local control of the programming and management of each subscriber radio and auxiliary units.

The City of Bedford has determined the necessity to secure radio services with the City of North Richland Hills, in the amount of \$23,093.94, to provide continuous maintenance to subscriber radios and auxiliary equipment to obtain maximum performance.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing payment to the City of North Richland Hills, in the amount of \$23,093.94, to provide continuous maintenance for subscriber radios and auxiliary equipment.

FISCAL IMPACT:

General Fund:	\$21,708.32
Water and Sewer Fund:	\$1,154.68
Storm Water Fund:	\$230.94
Total:	\$23,093.94

ATTACHMENTS:

Resolution
1996 Interlocal Agreement

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING PAYMENT TO THE CITY OF NORTH RICHLAND HILLS, IN THE AMOUNT OF \$23,093.94, TO PROVIDE CONTINUOUS MAINTENANCE FOR SUBSCRIBER RADIOS AND AUXILIARY EQUIPMENT.

WHEREAS, the City of North Richland Hills coordinates a radio maintenance consortium with the cities of Bedford, Colleyville, Euless, Grapevine, Haltom City, Keller, North Richland Hills, Richland Hills, Southlake and Tarrant County; and,

WHEREAS, the City Council of Bedford, Texas approved an inter-local agreement with the City of North Richland Hills on March 26, 1996 to join the radio maintenance consortium; and,

WHEREAS, monthly maintenance rates are based on the number of subscriber radio and auxiliary units on the contract; and,

WHEREAS, a substantial savings in the cost of maintenance for subscriber radio and auxiliary units can be obtained by participating in the consortium while maintaining local control of the programming and management of each subscriber radio and auxiliary units; and,

WHEREAS, the City of Bedford has determined the necessity to secure radio services with the City of North Richland Hills Radio Frequency Consortium in the amount of \$23,093.94 to provide continuous maintenance to subscriber radio and auxiliary units to obtain maximum performance; and,

WHEREAS, the agreement would commence October 1, 2014 and expire September 30, 2015.

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

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

SECTION 2. That the City Council hereby authorizes payment to the City of North Richland Hills in the amount of \$23,093.94, in accordance with the 1996 interlocal agreement.

PRESENTED AND PASSED this 23rd day of September, 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

STATE OF TEXAS

CITY OF BEDFORD

)
)

AGREEMENT

This Agreement, made and entered into by and between the City of Bedford, a municipal corporation, located in Tarrant County, Texas, hereinafter called "Bedford," and the City of North Richland Hills, a municipal corporation, located in Tarrant County, Texas, hereinafter called "North Richland Hills," evidences the following:

WHEREAS, North Richland Hills, and Bedford desire to enter into an Agreement at the request of Bedford for inclusion into a radio maintenance agreement between the City of North Richland Hills and Motorola Communications and Electronics, Incorporated, hereinafter called "Motorola;" and

WHEREAS, The Interlocal Cooperation Act, Chapter 791 et seq, Texas Government Code, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the term of the Act; and

WHEREAS, North Richland Hills has negotiated a sole source contract with Motorola and is available to perform the functions described herein; and

WHEREAS, Bedford has current revenues available and allocated for this agreement; and

WHEREAS, it is mutually advantageous to both parties to enter into the arrangement evidenced by this Agreement;

NOW, THEREFORE, the parties in consideration of the terms and conditions contained herein, agree as follows;

The responsibility of each government entity is outlined below:

I.

BEDFORD

Bedford hereby agrees:

1. To become a part of what is being termed the "North Richland Hills Consortium" which represents a sole source negotiation, by North Richland Hills, for collective radio maintenance covering several governmental agencies throughout Tarrant County.
2. To include all Motorola radio equipment in the maintenance contract which was purchased from Motorola as a part of Bedford joining any 800 Mhz trunked radio system that utilizes the same radio products as those utilized by the Fort Worth 800 Mhz trunked radio system..
3. To ensure optimum efficiency by providing timely repairs to any of its own equipment through direct contact with Motorola. Bedford understands that the benefits derived from joining the "North Richland Hills Consortium" are those seen through bulk discounts based upon total numbers of radios covered under the negotiated contract with Motorola.

4. That the purchase radio maintenance shall be made directly in North Richland Hills and that the fees for such coverage shall be only those fees charged by Motorola. All funds that are paid to North Richland Hills will be based on invoicing that will originate from Motorola to North Richland Hills. North Richland Hills will then create invoicing which will be passed along to Bedford and any other governmental agencies who become a part of the "North Richland Hills Consortium."
5. That payment for this service must be prompt since North Richland Hills does not have escrow funds available to cover all governmental agencies that have expressed a desire to participate in the "North Richland Hills Consortium."
6. That this "Agreement" may be cancelled at any time in compliance with Section VI, "TERMS", of this Agreement. Such written notice must originate from the City Manager, Chief of Police or City Purchasing Agent. Upon cancellation of the "Agreement" North Richland Hills will obtain any applicable refunds from Motorola, if such refunds exist, and will pay the refund amount to Bedford.
7. To provide equipment listings of equipment, owned by Bedford, consisting of Make, Model, Serial Number and any other information deemed necessary for North Richland Hills to properly manage the maintenance agreement process.

NORTH RICHLAND HILLS

North Richland Hills hereby agrees:

1. To provide Bedford access to a negotiated radio maintenance agreement that provides bulk discounting at a more favorable rate than Bedford could obtain alone.
2. To provide invoicing and notice of fee changes to Bedford as soon as is practicable after having received such fee adjustments from Motorola.
3. To provide any information dealing with the radio maintenance agreement available to Bedford upon request.
4. To act as the central receiving point for all Motorola originated invoices or refunds and to assure that payment is made to Motorola as quickly as possible after having received payment from members of the "North Richland Hills Consortium." North Richland Hills will also pass refunds back to any agency on whose behalf the refund was made.
5. To gather information from the members of the "North Richland Hills Consortium" which is needed by Motorola so as to enter into a proper radio maintenance agreement. Motorola has indicated that they will create addenda to the original contract which will have the equipment of each member agency contained within them. There will be an addendum for each agency with a listing of the equipment covered.

II. AUTHORIZATION

North Richland Hills authorizes Bedford to deal directly with Motorola regarding all issues except payment of invoiced fees or refunds. Bedford authorizes North Richland Hills to negotiate on its behalf with the

understanding that North Richland Hills shall act in the best interest of the group as a whole rather than any agency as an individual. Bedford shall be kept abreast of all attempts to negotiate future fees and will be made a part of such negotiations by their representatives attending meetings held for the purpose of fee negotiations.

III. CONTROL

It is understood by both parties that the intent of this agreement is to achieve the lowest cost possible for radio maintenance and that this is being accomplished through several governmental agencies pooling their radio equipment into a larger aggregate, thus providing the ability to obtain better bulk discount rates.

IV. OPERATION WARRANTY

North Richland Hills makes no representations or warranties regarding the normal management of the radio maintenance agreement process other than outlined below:

In the event of problems arising between Bedford and Motorola, North Richland Hills shall not be held responsible for anything other than the handling of invoicing and payments as outlined in this Agreement. The contents of invoicing will have an origination point of Motorola and will not be raised or lowered by North Richland Hills unless an invoicing error is encountered. If such an error is found, Bedford will be immediately notified of the reason for the raising or lowering of the invoice.

V. CLAIMS

To the extent allowed by law, each jurisdiction does hereby waive all claims against and agrees to release every other City or County, its police department, Sheriff's Department, officials, agents, officers and employees in both their public and private capacities, from and against any and all claims, suits, demands, losses, damages, causes of action and liability of every kind, including but not limited to court costs and attorney's fees which may arise due to any death or injury to any person, or the loss of, damage to, or loss of use of any property arising out of or occurring as a consequence of the performance of this agreement whether such injuries, death or damages are caused by the sole negligence or the joint negligence of any jurisdiction, its officials, agents, officers and employees. It is the express intention of the parties hereto that the waiver and release provided for in this paragraph includes claims arising out of such other City's or County's own negligence, whether that negligence is a sole or a concurring cause of the injury, death or damage.

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

VI. TERMS

The initial term of this Agreement shall be one (1) year, and shall automatically renew itself on a yearly basis thereafter unless either party decides to terminate, or both parties mutually agree to change or modify the conditions of this Agreement. Any change in the approved yearly fee, including increase of anticipated expenses, cost of equipment, software development, or maintenance enhancements shall be fully documented.

Bedford will be advised by February 1st of each year of proposed fee increases in order to provide for adequate considerations in their budget development process. Bedford's portion of any radio maintenance costs will be prorated, based on the number of radios or other related equipment covered under the maintenance contract at the time of the fee increase. Fee increases will not take effect until October 1st of any year which give the parties eight (8) months from the February 1st notice requirements in order to plan for the increase. Additional equipment may be added at any time and a prorated charge will be figured for each additional unit of equipment added.

If either party decides to terminate this Agreement, after the initial term, written notice, to the following respective addresses, must be received by the other party not later than ninety (90) days before the renewal date. The fee herein set out shall be payable on or before October 31st of each year, except for the first year, which shall be prorated and payable within thirty (30) days of Bedford's beginning coverage date as listed in the maintenance contract with North Richland Hills and Motorola.

City Manager
City of North Richland Hills
P. O. Box 820609
North Richland Hills, Texas 76182-0609

City Manager
City of Bedford
2000 Forest Ridge
Bedford, Texas 76021

This Agreement was signed and executed on this _____ day of _____, 1996.
(Execution of Contract shall be construed as the latest City Council Approval Date listed below)

CITY OF NORTH RICHLAND HILLS

CITY OF BEDFORD

City Manager

City Manager

ATTEST:

ATTEST:

Chief of Police

City Secretary

This agreement was executed by North Richland Hills on the 27th day of June, 1994.
(City Council Resolution Number 94-28)

This agreement was executed by Bedford on the _____ day of _____, 1996
(City Council Resolution Number _____)



Council Agenda Background

PRESENTER: Roger Gibson, Police Chief

DATE: 09/23/14

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

ITEM:

Consider a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Hurst for the space sharing arrangement of a police sub-station.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In February 2014, the Police Department made application for the FY 2015 Justice Assistant Grant (JAG) for a shared police sub-station (storefront) with the City of Hurst. On September 12, 2014, the Police Department received final award notification that funding for this project was approved.

Through this grant, the Police Department will receive \$60,630 to support a storefront operation for the Repeat Victimization Unit (RVU). The funding will cover the monthly lease expenses for one year and furnishings (office workstations, chairs, conference room table, etc.). Funding for the interior construction costs will be provided by the owner of the building.

In late 2012, the RVU, which now consists of three full-time police officers, was implemented to target victims of domestic violence and mental health related issues. This Unit utilizes a tier-response system to address both of these issues.

Working with community resources, the goal of the RVU is two-pronged:

- (1) Develop a rapport with victims in order to help facilitate the process of getting them connected with the necessary services and assistance that they need; and,
- (2) Reduce the number of police officer calls for service to the same location and/or same subjects.

The City of Hurst has agreed to partner with the City of Bedford in a collaborative effort to streamline resources for this specialized Unit. The merging of the two cities is a logical endeavor as the cities of Bedford, Hurst and Euless share a Crime Victims/Domestic Violence Coordinator position. Further, on September 12, 2014, the City of Hurst received grant funding approval for a Mental Health Coordinator position, which will also serve all three cities. In order to have better coordination between jurisdictions and a more concentrated effort towards victims, the grant funding will be used to house four officers (three from Bedford and one from Hurst) and the shared positions of Crime Victims/Domestic Violence Coordinator, the Mental Health Coordinator, and part-time volunteers in one centralized location. The City of Hurst will also use this facility to house four additional personnel (paid for by the City of Hurst as outlined in the MOU).

Combining resources from both Departments into one centralized area will increase the coordination between the jurisdictions and the shared positions. Victims can be afforded “one stop shopping” as they meet with officers, the Crime Victims Coordinator and/or the Mental Health Coordinator (often times, mental health issues and domestic violence issues cross over). It will provide a more concentrated effort in addressing a police and community issue regarding victims of repeated offenses. Further, a location that is not deemed a “police department” provides a more conducive environment for victims who are apprehensive about meeting these same professionals at a law enforcement agency.

The location of the storefront operation will be along the shared city limit of Bedford and Hurst at

750 East Pipeline Road, Hurst, Texas. The City of Hurst will sublease a portion of this facility to the City of Bedford.

The interlocal agreement outlines the parties, authority, terms and conditions, services and responsibilities, payments and compensation, notice and general provisions.

The lease term for the storefront is 6 years and 3 months commencing on or about October 1, 2014 and scheduled to terminate on or about December 31, 2020.

The FY 2015 Justice Assistance Grant (JAG) does not require a cash match.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Hurst for the space sharing arrangement of a police sub-station.

FISCAL IMPACT:

The fiscal impact will be \$60,630, funded through the FY 2015 Justice Assistance Grant (JAG).

ATTACHMENTS:

Resolution
Interlocal Agreement

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF HURST FOR THE SPACE SHARING ARRANGEMENT OF A POLICE SUB-STATION.

WHEREAS, the City Council of Bedford, Texas has determined that the storefront is a collaborative effort that will benefit the citizens of Hurst and Bedford; and,

WHEREAS, the City Council of Bedford, Texas acknowledges the City of Hurst as the lease holder of the storefront with the City of Bedford being the sub-lessee; and,

WHEREAS, the City Council of Bedford, Texas acknowledges that the purpose of an interlocal agreement is to enhance the working relationship between the City of Hurst and the City of Bedford in order to facilitate the lease of a shared storefront operation.

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

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

SECTION 2. That the City Council authorizes the City Manager to enter into an interlocal agreement with the City of Hurst for the space sharing arrangement of a police sub-station.

PRESENTED AND PASSED this 23rd day of September 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

INTERLOCAL AGREEMENT
BETWEEN CITY OF HURST, TEXAS
AND
CITY OF BEDFORD, TEXAS
FOR SPACE SHARING ARRANGEMENT OF
POLICE SUB-STATION

I.
Parties

This agreement is made and entered into by the City of Hurst, Texas, hereinafter referred to as “Hurst” and the City of Bedford, Texas, hereinafter referred to as “Bedford” and jointly referred to as the “Cities” or “Parties” in regard to the shared use of the Police sub-station, hereinafter referred to as the “Storefront” located at 750 East Pipeline Road, Hurst, Texas.

II.
Authority

Pursuant to Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act (the “Act”) as amended, the parties are empowered to contract with each other for the performance of government functions, including police protection. The Cities will provide officers and other employees to staff the police sub-station as set forth in this Agreement.

III
Terms & Conditions

3.1 Term-General

In consideration of the mutual covenants and agreements, contained herein, as well as other good and valuable concerns the parties agree that the term of this Agreement shall be for 6 years 3 months commencing on or about October 1, 2014 and scheduled to terminate on or about December 31, 2020.

3.2 Term – Earlier Termination

This Agreement is anticipated to last for the term of the Building Sublease for the location. Upon earlier termination of the sublease, the Agreement shall cease and may be renegotiated.

IV.
Services and Responsibilities

4.1 Number of Employees. The parties agree that a total of eleven employees shall work in the Storefront. Bedford will provide three full-time officers and Hurst will supply four full-time officers and a secretary. Hurst and Bedford will share the funding of two positions: a Crime Victims Coordinator and a Mental Health Coordinator.

As set forth in the above paragraph, Hurst will be responsible for five full-time employee positions and one-half of the three shared positions and Bedford will be responsible for three full-time positions and one-half of the three shared positions.

4.2 Supervision.

(a) Bedford will supervise its three full-time positions and Hurst will supervise its four full-time positions, provided that Hurst agrees that the Secretary position will perform routine secretarial tasks for all employees. Each full-time position remains under the control and supervision of the employing City at all times and shall remain City employees, entitled to the same benefits and subject to the same restricts as any other city employee. All employees providing services under this Agreement shall be acting in the course and scope of their employment with their respective City at all times and while engaged in the performance of the services described herein.

V.

Payments and Compensation

5.1 Rent. The Sublease payments are calculated at thirty four thousand dollars (\$34,000.00) annually. The payments shall be twenty thousand ninety dollars (\$20,060.00) for Hurst and thirteen thousand nine hundred forty dollars (\$13,940.00) for Bedford.

5.2 Taxes. The Cities agree to pay the required tax payments as follows: Hurst will waive the applicable city taxes if possible, and if not, Hurst will be responsible for the city taxes owed to Hurst. Hurst and Bedford will split the other tax payments with Hurst paying fifty-nine percent (59%) and Bedford paying forty-one percent (41%).

5.3 Other payments The Cities agree to split all shared payments, including but not limited to insurance, utilities, common area expenses (if any), subtenant payments under the Lease and sublease and any other payments with Bedford paying forty-one percent (41%) of such payments and Hurst paying fifty-nine percent (59%) of such payments.

VI.

Notice

Any notice given pursuant to this Agreement shall be in writing and may be accomplished through personal delivery, certified mail, return receipt requested or a nationally recognized overnight delivery service at the address of the respective parties below.

Hurst:

Hurst Police Chief
City of Hurst
825 Thousand Oaks Drive
Hurst, Texas 76054
Telephone 817-788-7125

Bedford

Bedford Police Chief

City of Bedford
2121 L. Don Dodson Drive
Bedford, Texas 76021
Telephone 817-952-2440

VII.
General Provisions

7.1 All parties agree to cooperate with each other at all times during the term herein in order to achieve the purposes and intent of the Agreement. Each party acknowledges and represents that their respective governing body has authorized this Agreement.

7.2 This Agreement contains the entire agreement between the Parties respecting the subject matter herein and supersedes all prior understandings and agreements between the Parties regarding such matters. The Agreement may not be modified or amended except by written agreement duly executed of all parties involved.

7.3 The Parties acknowledge and confirm this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Act.

7.4 Any clause, sentence, paragraph, or article of this Agreement which is determined by a court or competent jurisdiction to be invalid, illegal or unenforceable in any respect shall be severed from the remainder of the Agreement and shall not be deemed to impair, invalidate or nullify the remainder of the Agreement.

7.5 This Agreement shall be construed in accordance with the laws and constitution of the State of Texas. All obligations hereunder are performable in Tarrant County, Texas and venue for any cause of action under this Agreement shall be in Tarrant County, Texas.

The person or persons signing this Agreement on behalf of the Parties warrant and guarantee to having been duly authorized to execute this Agreement. The signatures and dates are noted below.

CITY OF HURST

CITY OF BEDFORD

By: _____
Allan Weegar, City Manager
Date: _____

Beverly Griffith, City Manager
Date: _____



Council Agenda Background

PRESENTER: Roger Gibson, Police Chief

DATE: 09/23/14

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

ITEM:

Consider a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Hurst for a shared Mental Health Coordinator position.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In February 2014, the City of Hurst made application for the FY 2015 Justice Assistant Grant (JAG) for a shared Mental Health Coordinator position for the cities of Hurst, Euless and Bedford. On September 12, 2014, the City of Hurst received final award notification that funding for this position was approved.

Through this grant, the City of Hurst will employ a Mental Health Coordinator. The three cities will share in the costs associated with this position. The grant will cover \$80,000 for the first year, leaving a balance of \$20,556 to be covered by the three cities (\$6,852 per city).

The Mental Health Coordinator will be an asset to the Repeat Victimization Unit (RVU) and will office out of the shared Bedford/Hurst storefront (excluding time spent with the City of Euless).

The Mental Health Coordinator will work directly with the officers assigned to the RVU to assist them in interviewing and evaluating persons who suffer from untreated or undiagnosed mental ailments. The Mental Health Coordinator will assist officers in establishing a rapport with mental health patients and locating treatment options that best serve their needs. This type of community outreach program will hopefully decrease the potential for repeat occurrences and help facilitate a faster and healthier recovery.

The interlocal agreement outlines the statement of services to be performed, funding, and terms and conditions.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Hurst for a shared Mental Health Coordinator position

FISCAL IMPACT:

Police Administration Budget: \$6,852

ATTACHMENTS:

Resolution
Interlocal Agreement

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF HURST FOR A SHARED MENTAL HEALTH COORDINATOR POSITION.

WHEREAS, the City Council of Bedford, Texas has determined that the Mental Health Coordinator is a collaborative effort that will benefit the citizens of Hurst, Euless and Bedford; and,

WHEREAS, the City Council of Bedford, Texas acknowledges the City of Hurst will employ the Mental Health Coordinator; and,

WHEREAS, the City Council of Bedford, Texas acknowledges that expenses for this position will be shared amongst the three participating cities; and,

WHEREAS, the City Council of Bedford, Texas acknowledges that the purpose of an interlocal agreement is to enhance the working relationship between the City of Hurst and the City of Bedford in order to facilitate the shared Mental Health Coordinator position.

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

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

SECTION 2. That the City Council authorizes the City Manager to enter into an interlocal agreement with the City of Hurst for a shared Mental Health Coordinator position.

PRESENTED AND PASSED this 23rd day of September 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 HURST

By: _____

Title: _____

Approved as to Form:

City Attorney

CITY OF EULESS

By: _____

Title: _____

City Attorney

CITY OF BEDFORD

By: _____

Title: _____

City Attorney



Council Agenda Background

PRESENTER: Don Henderson, Parks Superintendent

DATE: 09/23/14

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

ITEM:

Consider a resolution authorizing the City Manager to amend an interlocal agreement with the City of Fort Worth for the collection and disposal of household hazardous waste for Bedford households at the permanent collection site from October 1, 2014 to September 30, 2015.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Since May 1998, the City of Bedford has participated with the City of Fort Worth and Tarrant County in an interlocal agreement for the collection and disposal of household hazardous waste. On Friday, July 3, 2014, the City of Fort Worth Environmental Management Department informed us that for the upcoming fiscal year the price would continue to be \$47.00 per voucher. This voucher cost has remained the same for the past six years.

In order to simplify the process to approve the annual agreement, Fort Worth is proposing an amendment to the 2014 Agreement to extend the term for an additional year through September 30, 2015. The 2014 Agreement was for one year and provides for the option to extend up to three additional periods of one year each.

The permanent collection facility is located at 6400 Bridge Street, Fort Worth, Texas 76112. To date this year, 271 vouchers have been used.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to amend an interlocal agreement with the City of Fort Worth for the collection and disposal of household hazardous waste for Bedford households at the permanent collection site from October 1, 2014 to September 30, 2015.

FISCAL IMPACT:

Stormwater Division: \$30,000

ATTACHMENTS:

Resolution
Amendment
2014 Agreement

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND AN INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH FOR THE COLLECTION AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE FOR BEDFORD HOUSEHOLDS AT THE PERMANENT COLLECTION SITE FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015.

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

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

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

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

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

SECTION 2. That the City of Bedford, Texas participates in an interlocal agreement with the City of Fort Worth, Texas, relative to household hazardous waste collection. The fee of \$47.00 per household, is the agreed upon price effective for the fiscal year starting October 1, 2014 until September 30, 2015. The interlocal agreement amendment will allow Bedford residents the ability to use the City of Fort Worth's permanent collection facility at 6400 Bridge Street, Fort Worth, Texas 76112, on a voucher authorization system.

SECTION 3. That the City Manager is authorized to execute all documents with the City of Fort Worth relating to this Household Hazardous Waste program, a copy of the amendment being attached.

SECTION 4. That the City Council authorizes the Department of Community Services to coordinate the effort in conjunction with the Bedford Beautification Commission.

SECTION 5. That this resolution shall take effect from and after the date of passage.

PRESENTED AND PASSED this 23rd day of September 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

STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

KNOWN ALL BY THESE PRESENTS:

FIRST AMENDMENT TO
CITY SECRETARY CONTRACT NO. 45142

THIS FIRST AMENDMENT to City Secretary Contract No. 45142 is entered into by and between the City of Fort Worth, a home-rule municipal corporation situated in Tarrant County, Texas (“Fort Worth”), acting through Fernando Costa, its duly authorized Assistant City Manager, and The City of Bedford, located in Tarrant County, Texas (“Participant”), acting through Beverly Griffith, its duly authorized City Manager.

WHEREAS, Fort Worth and The City of the Participant have entered into that certain agreement identified as City Secretary Contract No. 45142 (also the “Agreement”) for fiscal year 2014 (October 1, 2013 through September 30, 2014) whereby Fort Worth will purchase the services of a waste disposal/recycling firm or firms and will administer a household hazardous waste collection program as authorized by Mayor and Council Communication C-26421; and

WHEREAS, that Agreement was for an initial term of one year and that Agreement provides for the extension of the term for up to three additional periods of one year each; and

WHEREAS, the parties wish to extend the term of the initial Agreement for an additional year commencing on October 1, 2014 through September 30, 2015; and

WHEREAS, the parties agree that all other conditions, terms, and pricing shall remain the same as stated in City Secretary Contract No. 45142;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. Extended term of agreement:

City Secretary Contract number 45142 is extended to include the term beginning on October 1, 2014 and ending on September 30, 2015.

2. Anticipated Holiday Closures:

During the extended term of the agreement, the Environmental Collection Center (ECC) will be closed on the following holidays that are observed on days the ECC would otherwise be open to the public:

Thanksgiving holiday, Thursday and Friday, November 27-28, 2014
Christmas holiday, Thursday, December 25, 2014
Independence Day holiday, Friday, July 3, 2015

3. Miscellaneous:

All definitions, terms, conditions, and prices, as well as the rights and obligations of the parties as set forth in City Secretary Contract number 45142 shall remain unchanged except as expressly set forth herein.

IN WITNESS THEREOF, the parties have executed this contract in triplicate in Fort Worth, Texas, on the dates written below.

CITY OF FORT WORTH

THE CITY OF BEDFORD

BY: _____

Fernando Costa
Assistant City Manager

Date: _____

BY: _____

Beverly Griffith
City Manager

APPROVED AS TO FORM
AND LEGALITY:

WITNESS:

Arthur N. Bashor
Assistant City Attorney

ATTEST:

Mary J. Kayser
City Secretary

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM
FY2014

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

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

(Name) (Title)

DELIVERY OF NOTICES

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

If to Fort Worth:

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

If to Participating City:

OPERATIONAL CONTACTS

Participating City's Operational Contact Persons:

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

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

VOUCHER UTILIZATION

The Participating City:

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

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

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

INVOICE DELIVERY

Invoices to Participating City shall be delivered to:

Name

Department (if applicable)

Street Address or PO Box

City, State, ZIP

email address for billing questions and correspondence

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

Remainder of this page intentionally left blank

WITNESSETH

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

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

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

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

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

NOW THEREFORE, it is agreed as follows:

1. DEFINITIONS

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

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

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

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

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

- (a) Damages for personal injury and death, or injury to property or natural resources;
- (b) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such wastes or violation of environmental requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or otherwise expended in connection with the existence of such wastes or violations of environmental requirements, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this Agreement or collecting any sums due hereunder; and
- (c) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (b) herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

CPR - cardiopulmonary resuscitation.

DOT - United States Department of Transportation.

ECC – Fort Worth Environmental Collection Center.

EPA - United States Environmental Protection Agency.

HAZCAT - hazardous categorization.

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

HM - hazardous materials.

HHW - household hazardous waste.

MCU - Mobile Collection Unit.

TCEQ – Texas Commission on Environmental Quality.

2.
PURPOSE

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

3.
TERM

This Agreement shall be effective from October 1, 2013 or the date the last party has signed this Agreement, whichever is later, through September 30, 2014; however, the duties and responsibilities of the Parties for events which occurred during the term of the contract shall survive. If Participating City has mobile collection events scheduled during the months of October through December 2014 and this Agreement has not been renewed by the end of the regular term, this agreement shall be extended on a month to month basis until the mobile collection events have been completed or cancelled by Participating City.

In addition, this agreement may be extended by the duly authorized, mutual, and written agreement of the parties for up to three (3) additional one-year terms..

4.
SERVICES OF FORT WORTH

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

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

F. Fort Worth will issue a report and an invoice at the end of each quarter detailing the number of Participating City's households that disposed of household hazardous waste at the Environmental Collection Center or at mobile collection events.

G. Fort Worth will act under this Agreement in accordance with all applicable state and federal laws.

H. Mobile Collection Events

Participating City may schedule a mobile collection event to be operated by Fort Worth personnel using one of Fort Worth's MCUs or conduct their own mobile collection events using either Participating City's MCU or Fort Worth's Reserve MCU (as available). State regulations require notification to the Texas Commission on Environmental Quality (TCEQ) at least 45 days prior to conducting the event.

1. Fort Worth Operated Events:

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

(a) Scheduling Events

Fort Worth will begin scheduling mobile collection events for the 2014 calendar year on January 2, 2014. To ensure proper notification to TCEQ, events must be scheduled at least sixty (60) days ahead of the proposed date. Participating City acknowledges that Fort Worth contracts with other municipalities and that Fort Worth will be accommodating each Participating City's request on a first come first served basis. Therefore, Participating City acknowledges that its chosen date to schedule a mobile collection event may be reserved by another city and Participating City will have to then choose another date. Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein.

(b) Location

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

(c) At the Mobile Collection Event, Participating City acknowledges and agrees that Fort Worth shall accept household hazardous waste from the first 50 households that show proof of residency at the Mobile Collection Event. After the first 50 households, Fort Worth will determine in its sole discretion how much more waste it can accept for proper transport back

to the ECC. If more households arrive at the event than Fort Worth can accept, Participating City will in no event be entitled to any damages or recovery of any costs, except as provided herein.

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

2. Participating City Mobile Collection Unit:

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

3. Loan of the Reserve Mobile Collection Unit

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

- (a) Fort Worth shall disclose any known problems the Reserve MCU may have in performing the tasks necessary for the HHW Collection Event. Prior to issuance of the Reserve MCU, a pre-trip inspection for potential maintenance problems will be performed by Fort Worth. Also, both parties

will complete a pre-trip aesthetic assessment. Participating City shall be responsible for all certifications and insurance necessary for the proper operation of the Reserve MCU.

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

5.

DUTIES OF PARTICIPATING CITY

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

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

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

and pack them into drums. Oil-based paints and latex paints shall be bulked separately in 55-gallon drums, or if the paint is left in its container, the paint can be packed in a lined cubic yard box, and packed and labeled according to federal and state regulations. Participating City shall not transport waste that is not HHW to the ECC. Participating City agrees to make its own arrangements to dispose of any non-HHW waste collected at the event.

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

6.

USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE

- A. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste, from the ECC.
- B. Such firm(s) shall be required pursuant to the contract(s) to assume generator status for the waste collected, (excluding used oil, lead-acid batteries and antifreeze) to choose a disposal site for the waste subject to Fort Worth's approval, and to indemnify Fort Worth and participating cities against any and all environmental damages and the violation of any and all environmental requirements resulting from the handling, collection, transportation, storage, disposal, treatment, recovery, and/or recycling of waste collected pursuant to this agreement, when said environmental damages or the violation of said

environmental requirements was the result of any act or omission of contractor, its officers, agents, employees, or subcontractors, or the joint act or omission of contractor, its officers, agents, employees, or subcontractors and any other person or entity.

- C. **THE PARTIES RECOGNIZE THAT ALTHOUGH THE FIRM (S) WILL BE REQUIRED TO ASSUME GENERATOR STATUS, THIS ASSUMPTION WILL NOT RELIEVE PARTICIPATING CITY OF LIABILITY FOR THE WASTE UNDER FEDERAL LAW AND STATE LAW.** Fort Worth will arrange for recycling vendors for used oil, batteries, antifreeze, and other materials, as it deems appropriate.

7.

REUSE OF COLLECTED MATERIALS

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

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

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

E. INDEMNIFICATION REGARDING REUSED OR RECYCLED MATERIALS.

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

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

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

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

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

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

8.
RIGHT TO REFUSE WASTE

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

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

9.
ENVIRONMENTAL COLLECTION CENTER HOURS AND DAYS
OF OPERATION

- A. Hours of Operation

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

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

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

- B. Days the Environmental Collection Center will be closed

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

Thanksgiving Holiday, Thursday and Friday, November 28-29, 2013

Independence Day, Friday, July 4, 2014

In addition to the above closures Fort Worth employees will not be available to conduct mobile collection events on May 24, 2014 and August 30, 2014 although the ECC will remain open on those days. The ECC may close due to furlough days or other causes, and the City of Fort Worth does not represent to Participating City that the ECC will be open on any particular days. If additional closures due to any cause are necessary Fort Worth will notify Participating City prior to the closure unless due to an unforeseeable event.

C. Notifying Residents

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

10.
COMPENSATION

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

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

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

Fort Worth is the owner of "**Captain Crud**" and the Cruddies ("**Bloomer**," "**Otto**," "**Pestie**," "**Scrub**," and "**Van Goo**") and the recycling buddies ("**Scrappy**," "**Juggles**," and "**Cana Nana**") "**Conquer Your Crud**," and "**Crud Cruiser**", and therefore all ownership rights belong

to Fort Worth. Fort Worth has registered these marks as service marks with the Secretary of State.

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

12. IMMUNITY

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

13. FORCE MAJEURE

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

14.
TERMINATION

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

15.
ENTIRETY

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

16.
SEVERABILITY

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

17.
VENUE

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

18.
AUTHORITY

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

19.
AUTHORIZATION

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

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

CITY OF FORT WORTH

CITY OF _____

By:

By:

Fernando Costa
Assistant City Manager
Date: _____

Printed name: _____
Title: _____
Date: _____

APPROVED AS TO FORM
AND LEGALITY:

APPROVED AS TO FORM
AND LEGALITY:

Arthur N. Bashor
Assistant City Attorney

City Attorney / Assistant City Attorney

ATTEST:

ATTEST:

Mary J. Kayser
City Secretary

City Secretary

Contract Authorization

Date

Exhibit "A"

RESTOCKING LIST FOR THE MOBILE COLLECTION UNIT

Material	Amount Restocked	Special Needs	Remarks
55 gallon open top drums (open top for loose packs)	Amount taken off the trailer		
55 gallon drums (closed top) (oil, antifreeze, bulk flammable materials and one extra)	Amount taken off the trailer		
Fiber drums (55 or 30 gallon) Aerosols, acids, bases and oxidizers)	Amount taken off the trailer		
Gaylord box liners (plastic)	Amount taken off the trailer		
55 gallon drum liners	Amount taken off the trailer		
5 gallon buckets (filters/haz chemicals)	Amount taken off the trailer		
Survey Forms	Amount taken off the trailer		
Labels/drum placard	Amount taken off the trailer		
Gaylord boxes	Amount taken off the trailer		
Absorbent pads	Amount taken off the trailer		
Vermiculite	Amount taken off the trailer		
Oil dry	Amount taken off the trailer		
Promotional Materials & Brochures	Amount needed		

Exhibit "B"

WAIVER AND RELEASE OF LIABILITY FOR COLLECTION OF HOUSEHOLD
HAZARDOUS WASTE

I being the owner of property located at _____
have been asked by the City of _____ to allow a mobile collection
event on my property to collect household hazardous waste on the _____, 20____.
I hereby give my permission to the City of _____ and the City of Fort
Worth, to hold a household hazardous waste collection event on my property in which the City
of _____ has asked the City of Fort Worth to send its mobile
collection unit to collect the household hazardous waste that is brought to the event.

Therefore, I hereby RELEASE, DISCHARGE, HOLD HARMLESS, INDEMNIFY the City of
Fort Worth or its officers, agents, and employees and the City of _____
and its officers, agents, and/or employees for any and all claims, demands, liability, causes of
action, actions or suits of any character that I may have against the City of Fort Worth or its
officers, agents, and/or employees and the City of _____ or its officers,
agents, and/or employees for any property loss or damage, for any and all personal injury
including death or any other damage of any kind or character which may arises or that arises
from allowing the City of _____ to hold a household hazardous waste
collection event, in which the City of Fort Worth sends its mobile collection unit on my property.

I have read this Waiver and Release and fully understand its terms and conditions. I have not
been influenced in any extent whatsoever by any representation or statements not contained in
this Agreement.

Signature

Date

Witness

Date