

AGENDA

Regular Meeting of the Bedford City Council
Tuesday, May 12, 2015
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021

Council Chamber Work Session 6:00 p.m.
Council Chamber Regular Session 6:30 p.m.

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

COUNCIL CHAMBER WORK SESSION

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

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 551.071, Consultation with City Attorney regarding pending or contemplated litigation – David Mathew Thornton v. City of Bedford.
- b) Pursuant to Section 551.074, personnel matters - City Manager search.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Sam Ross, First Baptist Church of Bedford)

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 declaring June, July and August as Summer Reading Club Season.
2. Proclamation recognizing the week of May 17 - 23, 2015 as National Public Works Week.
3. Proclamation recognizing the week of May 17 - 23, 2015 as Emergency Medical Services Week.
4. Proclamation recognizing the week of May 10 - 16, 2015 as Police Week and May 15, 2015 as Peace Officers Memorial Day.

5. Recognition of the City of Bedford's 19th Consecutive Distinguished Budget Presentation Award.

APPROVAL OF THE MINUTES

6. Consider approval of the following City Council minutes:
 - a) April 28, 2015 regular meeting

NEW BUSINESS

7. Public hearing and consider an ordinance to rezone Lot 35, Block A, Shady Brook Townhouse Addition, located at 2816 Spring Valley Drive, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing for the Learning Station Childcare facility to construct a solid fence around the playground area. The property is generally located south of Harwood Road and east of Spring Valley Drive. (Z-273)
8. Consider an ordinance amending the annual budget for the City of Bedford, Texas for the fiscal year October 1, 2014 through September 30, 2015; and declaring an effective date.
9. Consider a resolution authorizing the Interim City Manager to enter into an agreement with Tech Logic for a Full Service Program Agreement in the amount of \$18,950.
10. Consider a resolution authorizing the Interim City Manager to enter into agreements with Tech Logic for a Self Checkout Software License Renewal and Extended Hardware Warranty Agreement in the amount of \$9,597.
11. Consider a resolution authorizing the Interim City Manager to enter into an amended contract with Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, for EMS billing and accounting services to reduce the costs of service fees from 10% to 6.55%. Additionally, this amended contract will provide four handheld computer devices (live scan) for field reporting.
12. Consider a resolution authorizing the Interim City Manager to enter into a contract with Pyro Shows for the 2015 4thFest Fireworks Program in the amount of \$30,000.
13. Consider a resolution authorizing the Interim City Manager to enter into a contract with Turner Signs Systems in the amount of \$128,995 for the Large Monument Sign Project.
14. Consider a resolution by the City Council of the City of Bedford, Texas requesting financial assistance from the Texas Water Development Board; authorizing the filing of application for assistance; and making certain findings in connection therewith.
15. Discussion on "Promotions for Adoptions at the Animal Shelter." ***Item requested by Councilmember Boyter
16. End of Term Remarks. ***Item requested by Councilmember Davisson
17. 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
 - ✓ Investment Committee - Councilmember Turner
 - ✓ Library Board - Councilmember Davisson
 - ✓ Parks & Recreation Board - Councilmember Davisson
 - ✓ Teen Court Advisory Board - Councilmember Farco

18. Council member Reports

19. City Manager/Staff Reports

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 551.071, Consultation with City Attorney regarding pending or contemplated litigation – David Mathew Thornton v. City of Bedford.
- b) Pursuant to Section 551.074, personnel matters - City Manager search

20. 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, May 8, 2015 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

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



Council Agenda Background

PRESENTER: Mayor Jim Griffin

DATE: 05/12/2015

Council Recognition

ITEM:

Proclamation declaring June, July and August as Summer Reading Club Season.

City Manager Review: _____

DISCUSSION:

Kat Craker, School Librarian for Bedford and Harwood Junior High, and her teens will accept the Summer Reading Club Proclamation on behalf of the Library.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, the summer season brings to mind the joy of playing with friends, swimming at the Bedford Splash water park and reading whatever you wanted to. You could follow your superhero in a comic book or explore future worlds or times gone by; and

WHEREAS, research shows that students can lose up to 25 percent of their reading level over the summer. Studies show that children who read in the summer maintain and increase their reading levels. Children who participate in a Moment of Science and LEGO program can further their understanding of math and science during the summer months; and

WHEREAS, adults lead best by example. Pick up a book and join the Library's Summer Reading Club. Have your child participate in the program for praise, compliments, accomplishments, and prizes.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim June, July and August, 2015 as:

Summer Reading Club Season

in the City of Bedford and invite all residents to register for the reading club at the Bedford Public Library.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
12th day of May, 2015.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 05/12/15

Council Recognition

ITEM:

Proclamation recognizing the week of May 17 - 23, 2015 as National Public Works Week.

City Manager Review: _____

DISCUSSION:

Public Works Director Thomas L. Hoover, P.E., will be present to accept the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, public works services provided in our communities are an integral part of citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewer, streets, storm water, environmental, fleet maintenance, engineering and administration; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design and construction, are vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim May 17-23, 2015, as:

National Public Works Week

in the City of Bedford and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort and quality of life.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
12th day of May, 2015.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 05/12/15

Council Recognition

ITEM:

Proclamation recognizing the week of May 17-23, 2015 as Emergency Medical Services Week.

City Manager Review: _____

DISCUSSION:

Deputy Chief Bobby Sewell and Dr. Roy Yamada will be present to accept the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, Emergency Medical Services is a vital public service in the City of Bedford; and

WHEREAS, firefighter-paramedics of the Bedford Fire Department are ready to provide life saving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, our emergency medical services system consists of firefighter-paramedics, physician medical director, EMS educators, EMS field training officers, administrators, 911 operators and first responders; and

WHEREAS, Bedford emergency personnel also care for the community by teaching citizens life saving skills and the actions to take before emergency response personnel arrive at the scene; and

WHEREAS, under the direction of medical director, Dr. Roy Yamada, the men and women of the Bedford Fire Department are highly dedicated and strive to provide the highest quality in lifesaving care for the citizens of Bedford.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim the week of May 17-23, 2015, as:

Emergency Medical Services Week

With the theme, "EMS: Strong", I encourage the community to observe this week with appropriate programs, ceremonies and activities.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
12th day of May, 2015.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 05/12/15

Council Recognition

ITEM:

Proclamation recognizing the week of May 10-16, 2015 as Police Week and May 15, 2015 as Peace Officers Memorial Day.

City Manager Review: _____

DISCUSSION:

In 1962, President John F. Kennedy signed a proclamation to designate May 15 as Peace Officers Memorial Day and the week in which that date falls as Police Week.

Currently, tens of thousands of law enforcement officers from around the world converge in Washington, D.C., to participate in a number of planned events to honor those that have paid the ultimate sacrifice.

The Memorial Service began in 1982 as a gathering in Senate Park of approximately 120 survivors and supporters of law enforcement. Decades later, the event, more commonly known as “National Police Week,” has grown to a series of events, which attracts thousands of survivors and law enforcement officers to our nation’s capital each year.

Interim Police Chief Les Hawkins will be accepting the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, the members of the Bedford Police Department play an essential role in safeguarding the rights and freedoms of Bedford and provide a vital public service; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of law enforcement personnel, and that members of the Bedford Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council call upon all of our citizens and all civic and educational organizations to observe the week of May 10–16, 2015 as:

Police Week

with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities, and in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens. I further call upon all citizens of Bedford to observe Friday, May 15, 2015 as:

Peace Officers' Memorial Day

in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
12th day of May, 2015.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 05/12/15

Council Recognition

ITEM:

Recognition of the City of Bedford's 19th Consecutive Distinguished Budget Presentation Award.

City Manager Review: _____

DISCUSSION:

The Government Finance Officers Association of the United States and Canada (GFOA) established the Distinguished Budget Presentation Awards Program (Budget Awards Program) in 1984 to encourage and assist state and local governments to prepare budget documents of the very highest quality that reflect both the guidelines established by the National Advisory Council on State and Local Budgeting and the GFOA's best practices on budgeting and then to recognize individual governments that succeed in achieving that goal.

Documents submitted to the Budget Awards Program are reviewed by selected members of the GFOA professional staff and by outside reviewers with experience in public-sector budgeting. The City of Bedford has received this recognition for their budget document for 19 consecutive years.

ATTACHMENTS:

Budget Award



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Bedford
Texas**

For the Fiscal Year Beginning

October 1, 2014

Executive Director



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 05/12/15

Minutes

ITEM:

Consider approval of the following City Council minutes:

a) April 28, 2015 regular meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

April 28, 2015 regular meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:00 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 28th day of April, 2015 with the following members present:

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

constituting a quorum.

Staff present included:

Roger Gibson	Interim City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Administrative Services Director
Gary Clopton	Information Technology Manager
Natalie Foster	Marketing Specialist
Don Henderson	Parks Superintendent
Tom Hoover	Public Works Director
Meg Jakubik	Assistant to the City Manager
Maria Redburn	Library Director
Emilio Sanchez	Planning Manager
Bill Syblon	Development Director
James Tindell	Fire Chief
Eric Valdez	Recreation Manager

COUNCIL CHAMBER WORK SESSION

Mayor Griffin called the Work Session to order at 5:03 p.m.

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

Council discussed placing the following items on consent: 5, 10, 11, 12, 13, 14 and 15.

Administrative Services Director Cliff Blackwell presented information regarding Item #10. Utility Data Systems (UDS) software is currently used for Municipal Court operations. UDS recently informed staff that Microsoft would no longer support the current hardware. In the last budget process, staff asked for an increase to the line item for the Court Technology Fund to replace the hardware, as well as upgrade the software. The Information Technology (IT) Department contacted Dell and the cost for the hardware is less than \$9,900 when using State pricing. Once the hardware is ordered and installed, staff will be able to migrate over to the new software. The line item in the Court Technology Fund was \$50,475 and the overall cost of the project is less than \$45,000. In answer to questions from Council, Mr. Blackwell stated that there would not be any issues converting over to the new server and that most of the work would be done offline. In answer to questions from Council, IT Manager Gary Clopton stated that the Microsoft operating system has several years left in its life expectancy before it is retired; that the current system will be sunset in June; and that it would take four weeks for the server to be shipped with implementation starting the beginning of June.

Mr. Blackwell presented information regarding Item #11. The Texas Department of Public Safety receives Homeland Security grant funds and lends them out to sub-recipients, including the City of Bedford. This item is to put the City into compliance with the Federal Government's debarment policy. When staff uses Homeland Security grant funds, they are required to go to a Federally-mandated website to see if businesses are excluded from receiving grant funds. If so, the City would not be able to do business with them.

Public Works Director Tom Hoover presented information regarding Item #12. There was discussion in December regarding adding in-house capabilities for engineering services. This would allow staff to design and prepare documents at a considerable savings. Council was presented cost projections over the next five years, which shows most of the savings occurring in the second and third years. The number of projects slows down in the fifth year, but by that time, more projects would be added to the list, including drainage projects. Staff should hear from the State by May 6 regarding funding for which the City applied. Over the next five years, the anticipated savings is approximately \$400,000, which is on top of paying for the cost of the personnel. In answer to questions from Council, Mr. Hoover stated that the lower amount of costs savings in the first year is due to it being late in the budget year and the start-up costs to create a work environment for an engineering division; that there will be one engineer and one designer; that the cost projections include software, office furniture and computers; that they project training every year; and that the two positions are enough for what staff has sought out to do.

In answer to questions regarding Item #14, Recreation Manager Eric Valdez stated that the DFW Tejanos Soccer Organization will continue to pay for the maintenance costs for the field. In answer to questions from Council regarding Item #13, Mr. Valdez stated that the only change to the contract was the deletion of Meadow Park as a resource and changing the language so that the Boys Ranch Park was not exclusive.

There was discussion on Item #15, including that a special meeting could be called if needed.

- **Beautification Commission review.**

Marty Geer, Chairperson of the Beautification Commission, stated she has been on the Commission for three years and was asked this year to be Chairperson. Due to being shorthanded, a lot of campaigning was done and they now have some great volunteers. One of their biggest events was the Clean Up Bedford and Chunk Your Junk Days. This event was moved because of ArtsFest, and with the Crud Cruiser the following week, the Commission worked back-to-back Saturdays. She commended all the Commission members and helpers, and they had very successful events both days. For Chunk Your Junk, there were 189 cars in line, which were the most they ever had, and they filled up 14 large dumpsters. For Clean Up Bedford, they had 134 volunteers that they could count, including families and children, Girl Scouts, as well as members of St. Michael's and the LDS church. The City was divided into 30 routes, most of which were within two miles. Forty-three prizes were awarded and 50 businesses donated items, supplies, and coupons. There was a lot of support from vendors including Shipley's and Starbucks. There was discussion regarding next year including getting the word out earlier, writing letters to businesses and putting information on the City website and in the HEB paper, including what materials people can bring. She thanked the members of the Commission including Richard Dobrovolny, who is retiring, as well as her husband Bucky Geer, Bonnie Cooper, Dewey Tennant, Patty Sinclair, Kathy and Sam Fairchild, C.W. Koellman, and Erin Blackman. She thanked Parks Superintendent Don Henderson and his staff for their work as well as Events and Cultural Coordinator Jeff Florey for help with different organizations and sponsors. She thanked Councilmember Turner for being their Council liaison. She stated that at the Crud Cruiser event, they had 158 cars and the truck was full by 9:45 a.m. She discussed the need for a bigger area and nicer space for these events, and communicating to the public. There was Council discussion on the Commission's activities and the growth of their events. Ms. Geer discussed Patty Sinclair being such an asset including that she has done these events for many years and being a master in designing the routes. Councilmember Boyter asked that everybody keep former Commission member Deborah Chaney in their thoughts as her husband is battling health issues.

- **Discussion regarding items to include in a budget amendment.**

Assistant to the City Manager Meg Jakubik stated it was an unusual year for budget in that provisions were made to plan for the future, but there was allowance for an amount of money for Council to allocate to one-time items without impacting future operations. Council had been of the consensus to wait until after the audit to see where the fund balance ended. With the budgeted revenue surplus and fund balance in excess of the City's 20 percent reserve requirement, there is just over \$410,000 that could be allocated for needs through a budget amendment. Since the budget work session, there have been unbudgeted expenses for the executive search through Strategic Government Resources, consulting, and licenses related to the IT Department, totaling \$111,000. This leaves approximately \$300,000 for Council to allocate at their pleasure. Whatever Council decides they want would be included in a budget amendment at the next Council meeting. Further, there is an excess fund balance in the Tourism Fund. At the budget work session, there was discussion on funding half of the window replacement at the Old Bedford School (OBS); however, there is enough money in the Fund to complete the window replacement. Also, included in the budget amendment would be changes to the Water Fund for the engineering services consented to earlier.

In answer to questions from Council, Parks Superintendent Don Henderson stated that it is the intent of the Padillas to perform repairs to the Meadow Park lighting at a later phase in their project. In regards to the Brook Hollow Park pavilion, Mr. Henderson stated that it is now just a concrete pad; that the City has never charged for or rented out the pavilion; that there is a possibility of installing new playground equipment with a sunshade; that the pavilion has moved down the priority rankings of the Parks and Recreation Board and their priority is now playgrounds; that playgrounds with sunshades are the new standard; that the \$60,000 figure is just for the playground unit itself; that the plan is to replace existing equipment where there is already borders and fall material, and the driving criteria is to fit the new equipment into the existing space; that there are variations of prices at the different parks; that the Board's top priority is the playground at Stormie Jones Park; and that there are no efficiencies realized by installing equipment at the same time as opposed to individually. There was discussion on building playgrounds with shade structures; amenities at Brook Hollow Park; and staff looking at all areas that need to be upgraded from a park standpoint and coming back with a proposal.

In answer to questions from Council regarding Fire vehicles, Fire Chief James Tindell stated that staff is utilizing 15-year old vehicles that have exceeded the City's decision tree; that one vehicle has had \$3,800 in maintenance expenses; that the Fire Marshal vehicle is the most utilized staff vehicle in the Department; that the costs are lower than presented the previous year for one vehicle because it will not have accessories for a canine; and that they will spend more money in the long run using second-hand vehicles due to their utilization. There was discussion on purchasing one vehicle and delaying on the other one until the next budget year. In regards to the ambulance remount, Chief Tindell stated that there is one currently being remounted and staff will be asking for one in the next budget year; and that the Department is behind on their replacement schedule.

There was discussion on removing the Brook Hollow Park pavilion from the list of possible projects, which was the consensus of the Council; if there are playgrounds with a smaller footprint and fitting in two playground facilities; putting the medic remount in next year's budget including doing a transfer into the Vehicle Maintenance Fund; and including both Fire vehicles. Council was of the consensus to include the \$111,000 in unbudgeted expenses. There was discussion on how many parks need new playground equipment, the total cost, and budgeting to accommodate more equipment. Mr. Henderson stated that all the existing playground equipment were completed in 1996; that there are six to seven units across the system; that it is hard to get pieces to refurbish the existing equipment; and that adding shade structures increases the costs. There was discussion on spending \$111,000 on the unbudgeted expenses, paying for both Fire vehicles, dedicating \$120,000 for playground equipment, including shade structures, and delaying on the medic remount, for a total of \$306,200. In answer to questions from Council, Mr. Henderson stated that it is not a good idea to replace all of the playground equipment at once; that staff will be asking for a parks maintenance fund so that every three to four years, they can address park concerns instead of asking for money out of the General Fund; that they will look at replacing one or two playground units at a time; and that the parts cannot be used on other equipment. In answer to questions from Council, Ms. Jakubik stated that expenses for the current fiscal year were purposefully below revenue in anticipation of a significant revenue loss in the amount of \$290,000 from a contract expiration in Fiscal Year 15-16; that they did not want to put ongoing operational expenses in

the budget that would exasperate that revenue loss; that using it for one-time capital purchases preserves the flexibility in future budget years; that the current fund balance exceeds the reserve requirement by \$306,913; and that after the \$306,200 total discussed earlier, \$103,000 would be left.

Council was of the consensus to move forward with \$111,000 in staff-identified budget items, \$120,000 for park improvements with the intent to have two playgrounds with shade structures, and \$75,200 to fund both Fire vehicles as part of the budget amendment.

There was discussion on replacing all of the windows at the OBS and installing a monument sign at Fire Station 3; the budget allocations in the Water Fund; and being able to get playground equipment with sunshades for \$120,000.

Mayor Griffin adjourned the Work Session at 6:13 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 551.074, personnel matters - City Manager search.

Executive Session was not held.

REGULAR SESSION 6:30 P.M.

The Regular Session began at 6:30 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

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

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

ANNOUNCEMENTS/UPCOMING EVENTS

Marketing Specialist Natalie Foster stated that there will be a Residential Roundtable on Thursday, May 14 at the Library from 7:00 p.m. to 8:00 p.m. City staff and officials will update residents on the recycle cart program, the Bedford Commons, the Boys Ranch construction and more. The "Live 80" band will be at Twilight Thursdays at 7:00 p.m. at the OBS, which is a free event featuring live music, a food truck and art vendors. There will be a booth for the 100 Year Anniversary of the OBS, where they will collect 100 canned goods for 6Stones.

Ms. Foster discussed the Mayors' Hunger Challenge. Mayor Griffin accepted a challenge from HEB ISD Superintendent Steve Chapman to see who in the HEB area can raise the most canned and boxed food items for 6Stones. Mayor Griffin in turn challenged Mayor Richard Ward of Hurst and Mayor Linda Martin of Euless. The City is asking all residents and businesses to help win this challenge and to be part of the solution to the nationwide problem of hunger. There will be drop-off locations at City Hall, the Boys Ranch, and the Library, as well as at different City events. Mayor Griffin stated that 13,000 children in the area go hungry and the City wants to help them over the summertime period, and that nobody can beat Bedford in terms of businesses and residents in contributing.

OPEN FORUM

Nobody chose to speak during Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Champney, seconded by Councilmember Davisson, to approve the following items by consent: 5, 10, 11, 12, 13, 14 and 15.

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

COUNCIL RECOGNITION

1. Employee Service Recognition.

There was no employee service recognition at the meeting.

2. Proclamation recognizing the Sketch-A-School Art Contest Winners.

Mayor Griffin read a proclamation recognizing the Sketch-A-School Art Contest Winners. The following students were recognized: Felicity Baize, River Trails Elementary – First Place; Ashlyn Miller, Bedford Heights Elementary – Second Place; Jo Barona, Bedford Heights Elementary – Third Place; Josh Bonilla, Stonegate Elementary – Fourth Place; Landon LeJuane, Shady Oaks Elementary – Most Creative; and Kaylan Kennedy, Stonegate Elementary – Honorable Mention.

3. Proclamation proclaiming the month of May as Lupus Awareness Month in the City of Bedford.

Mayor Griffin read a proclamation proclaiming the month of May as Lupus Awareness Month in the City of Bedford. Tessie Holloway, President and CEO of Lupus Foundation of America, Lone Star Chapter, was present to accept the proclamation.

4. Proclamation declaring Saturday, May 2, 2015 as Free Comic Book Day in the City of Bedford.

Mayor Griffin read a proclamation declaring Saturday, May 2, 2015 as Free Comic Book Day in the City of Bedford. Wayne McNeil accepted the proclamation on behalf of Generation X Comics.

APPROVAL OF THE MINUTES

5. Consider approval of the following City Council minutes:

- a) April 14, 2015 regular meeting
- b) April 15, 2015 special meeting

This item was approved by consent.

NEW BUSINESS

6. Public hearing and consider an ordinance to amend Ordinance Number 10-2978 of the Bedford Comprehensive Land Use Plan (2010) for a parcel from Green Space to Commercial. The parcel is known as Lot 1, Block 1, Tri-Cities Addition. The parcel is located north of Bedford Road and south of Airport Freeway. (A-041)

Planning Manager Emilio Sanchez asked Council to open the public hearing but table any deliberations on this item until the June 9 Council Meeting in order to bring the site plan that goes along with this request.

Mayor Griffin opened the public hearing at 6:49 p.m.

Nobody chose to speak during the public hearing.

Motioned by Councilmember Fisher, seconded by Councilmember Davisson to keep the public hearing open until June 9.

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

7. Public hearing and consider an ordinance to rezone Lot A, Block 17-R, Stonegate Addition, located at 1428 Brown Trail, Bedford, Texas from (L) Light Commercial to (H) Heavy Commercial/Specific Use Permit/Automobile Parking Lot, specific to Section 3.2.C(5)c, Automobile Parking Lot and Areas, allowing for Grubbs Auto Properties to park excess vehicle inventory. The property is generally located south of Old Kirk Road and east of Brown Trail. (Z-266)

Mr. Sanchez presented information regarding this item, which is a request for Grubbs Auto Properties to operate an excess inventory lot, which requires a Specific Use Permit (SUP). The property is currently zoned L and is required to change to H with a SUP. The Planning and Zoning Commission unanimously recommended approval of this item at their April 9 meeting. Development Director Bill Syblon stated that staff received a last minute request from the applicant. The proposal describes a solid masonry wall around the entire perimeter of the site and the applicant is asking to change the materials on the Brown Trail side of the site. In answer to questions from Council, Mr. Syblon stated that there is nothing adjacent to the Brown Trail side and that Council has the discretion to allow for this change as it does not affect the dynamic of the site. Mr. Sanchez stated that the property is zoned L-Light Commercial and does not require masonry on the Brown Trail side as the adjacent property there is commercial.

Mehdi Darwula, General Manager, and Bruce Winkenweder, Controller, of Grubbs Auto Properties, 310 Airport Freeway, Bedford, displayed renditions of how the property will look. There will be a seven-foot masonry wall and an electronic gate at the entrance, and they are requesting to have a wrought iron fence along the Brown Trail side. It was brought to their attention at the Commission meeting that the property might have a fortress type of appearance, and using a wrought iron fence and good landscaping may dissipate that appearance. In answer to questions from Council, Mr. Darwula stated that the wrought iron fence would be six feet in height from the ground and be painted white; that there would be approximately 20 to 30 feet of wrought iron fence; that on the backside of the property, as shown on the rendition, would be a wooden fence, which was approved by the Commission; that there would only be masonry on the side of the property facing residents; that they agreed to a seven-foot masonry wall based on citizen comments at the Commission meeting; that the residents have not seen or approved of the wrought iron fence; that there are plans for landscaping along the wall; and that they are proposing a wrought iron fence from the electronic gate down the remainder of Old Kirk Road and Brown Trail. In regards to lighting, Mr. Darwula stated that the lights will be on a timer and a dimmer; that they will be dimmed along the perimeter of the property as not to shine too much on the residential side; and that they are controlled via Wi-Fi. There was discussion on stone columns with the wrought iron fence; the wrought iron fence not being discussed with the residents; tabling the item; and that the wrought iron fence would be installed next to commercial properties. In answer to questions from Council, Mr. Darwula stated that cost is a factor in asking for the wrought iron fence; that after the Highway 183 construction, they have had a burst in growth beyond their lot requirements; that they are unable to take care of their customers the way they should; that it would require two months of construction before the first car could be put on the new lot; that summer would be when they would have the most need for the lot; and that the manufacturer's requirements do not take into account not having room to store cars. He stated that if a wrought iron fence was not on the table, they would take the masonry wall. Mr. Sanchez recommended Council approve what the Commission approved and then an amendment to the SUP, including the wrought iron fence, could be brought back to the Commission and Council. He further stated that the Commission added a stipulation that the SUP runs with Grubbs Nissan staying in Bedford. There was discussion on having more trees incorporated into the plan; having public input; that there is no requirement in the Zoning Ordinance to have fencing along Brown Trail or Old Kirk Road; and savings with the wrought iron fence that could then be incorporated into increased landscaping.

Mayor Griffin opened the public hearing at 7:24 p.m.

Nobody chose to speak during the public hearing.

Mayor Griffin closed the public hearing at 7:24 p.m.

Motioned by Councilmember Fisher, seconded by Councilmember Champney, to approve an ordinance to rezone Lot A, Block 17-R, Stonegate Addition, located at 1428 Brown Trail, Bedford, Texas from (L) Light Commercial to (H) Heavy Commercial/Specific Use Permit/Automobile Parking Lot, specific to Section 3.2.C(5)c, Automobile Parking Lot and Areas, allowing for Grubbs Auto Properties to park excess vehicle inventory. The property is generally located south of Old Kirk Road and east of Brown Trail (Z-266) with the stipulations that the specific use is tied to Grubbs Nissan in Bedford, that trees are planted along the residential areas to the project, and the lighting is dimmable and/or accommodating to the adjacent neighbors.

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

8. Public hearing and consider an ordinance to rezone Lot 1, Block 1, Harwood Village North Addition, located at 605 Harwood Road, Bedford, Texas from (H) Heavy Commercial District to (H) Heavy Commercial/Specific Use Permit/Church, specific to Section 3.2.C(2)a, allowing for Cornerstone Church to open a 8,640 square foot church within the retail center. The property is generally located north of Harwood Road and west of Spring Valley Drive. (Z-270)

Mr. Sanchez presented information regarding this item. He stated that the Planning and Zoning Commission unanimously approved this item at their April 9 meeting and there was no opposition to the item at that meeting.

Mayor Griffin opened the public hearing at 7:27 p.m.

Nobody chose to speak during the public hearing.

Mayor Griffin closed the public hearing at 7:27 p.m.

Motioned by Councilmember Davisson, seconded by Councilmember Champney, to approve an ordinance to rezone Lot 1, Block 1, Harwood Village North Addition, located at 605 Harwood Road, Bedford, Texas from (H) Heavy Commercial District to (H) Heavy Commercial/Specific Use Permit/Church, specific to Section 3.2.C(2)a, allowing for Cornerstone Church to open a 8,640 square foot church within the retail center. The property is generally located north of Harwood Road and west of Spring Valley Drive. (Z-270)

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

9. Public hearing and consider an ordinance to rezone Section 5, Block 9, Bellvue Addition No. 3, located at 401 E. Pipeline Road, Bedford, Texas, from (H) Heavy Commercial to (H) Heavy Commercial/Specific Use Permit/Gasoline Service Station with Convenience Store, specific to Section 3.2.C(8)g.iii, Gasoline Service Station with Convenience Store, allowing for Quick Track to add fuel islands. The property is generally located north of Pipeline Road and east of Elizabeth Drive. (Z-272)

Mr. Sanchez presented information regarding this item. Quick Track is requesting a SUP to install fuel pumps and a fuel island to an existing convenience store. This item was unanimously approved by the Planning and Zoning Commission at their April 9 meeting.

Mayor Griffin opened the public hearing at 7:29 p.m.

Nobody chose to speak during the public hearing.

Mayor Griffin closed the public hearing at 7:29 p.m.

In answer to questions from Council regarding what is going to be on the canopy, Jeff Singleton, representing the applicant, stated that the canopy will either have Quick Track on it or adopt the logo of a brand; that he does not know at this time if it is going to be branded; and that the standard colors for

Quick Track are red, white and blue. There was discussion on adding stipulations for the color of the canopy in the SUP.

Motioned by Councilmember Fisher, seconded by Councilmember Davisson, to approve an ordinance to rezone Section 5, Block 9, Bellvue Addition No. 3, located at 401 E. Pipeline Road, Bedford, Texas, from (H) Heavy Commercial to (H) Heavy Commercial/Specific Use Permit/Gasoline Service Station with Convenience Store, specific to Section 3.2.C(8)g.iii, Gasoline Service Station with Convenience Store, allowing for Quick Track to add fuel islands. The property is generally located north of Pipeline Road and east of Elizabeth Drive with the exception that the colors on the canopy are limited to the Quick Track colors of red, white and blue or that of a national fuel retailer.

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

Mr. Singleton stated that the applicant and many of his workers are first generation immigrants from Nepal and that they have been going through a difficult time with the recent earthquake. He stated that if anybody wants to donate money, he knows where they can do so.

10. Consider a resolution authorizing the Interim City Manager to purchase an upgrade in Municipal Court software from its current version to the Microsoft SQL version in the amount of \$34,475 through Utility Data Systems, Inc.

This item was approved by consent.

11. Consider a resolution accepting the revised and updated City of Bedford Purchasing Policy and Procedures.

This item was approved by consent.

12. Consider a resolution authorizing the Interim City Manager to create two positions in the Engineering Division.

This item was approved by consent.

13. Consider a resolution authorizing the Interim City Manager to enter into a lease agreement for one year with the Tri-Cities Baseball Association for the purposes of having league games and practice at Boys Ranch Park.

This item was approved by consent.

14. Consider a resolution authorizing the Interim City Manager to enter into a lease agreement for one year with the DFW Tejanos Organization for the purpose of conducting practices and games at the Stormie Jones soccer fields.

This item was approved by consent.

15. Consider a resolution authorizing the City Manager to cancel the July 14, July 28, November 24 and December 22 regular Council meetings.

This item was approved by consent.

16. End of Term Remarks and Thank Yous *Item requested by Councilmember Boyter**

Councilmember Boyter requested this item be put on the agenda. He expressed gratitude to having the opportunity to serve his city. He feels pride in the great things happening in the community and City, and is proud to call Bedford home. He is a product of HEB having been born and raised in there. His mother, who came from Japan and did not know how to speak English, drive or how to get a job, was forced to raise him alone; however, she persevered and her story is uniquely American. He discussed the suffering she went through to provide him a better life, how the community helped them through those times, and him being the first Japanese-American to be elected to public office in Tarrant County. Their

friends and neighbors never allowed them to go hungry and always leant a hand. So many in the community taught him English and how to read and write. He had a wonderful education in HEB ISD and thanked his teachers for their help during those formative years. He thanked everybody in the community for making him the person he is today and for helping him and his mother through those difficult times.

Councilmember Boyter stated that when he thinks of Bedford, he thinks of the Police officers, 911 operators, Firefighters, the staff at the Parks Departments, Public Works and the Library, City events, and those in the audience and those watching on TV, and thanked them for making the City a wonderful place to live. He stated that he is proud of being a member of Council that lowered property tax rates; gave employees much needed raises; found money to replace aging vehicles and 1970s computer technology; embarked on an aggressive Capital Improvement Program to replace aging infrastructure; improved water pressure by replacing the Simpson Terrace pump station; drilled new water wells; worked economic development agreements to attract new businesses and encourage growth; fought through the Highway 183 expansion only to see record sales tax, revenues and property values; made hard choices to change the culture at City Hall; and focused on establishing a strong foundation for an economically stable future. He asked the new Council to stay focused on providing better services to all residents; finding creative ways to fill empty shopping centers; making the City a destination and telling its story; and focusing on new opportunities to revitalize neighborhoods and sections of the City. He asked that the Council not lose site of the area's changing demographics and the potential for economic blight to get a foothold. He stated he has faith in Mayor Griffin's leadership and that the City will soon have the right people in place to embark on its next journey. He stated that it has been a privilege to serve with honorable men and is proud to call them friends. He asked the next Council to stand up for the City's rights to determine its own destiny; to be open-minded and listen to everybody, and that at the end of the day, people want Bedford to be better; and to be aware that there are people in the community who are suffering and do not know where to turn for help, and to help unite these people with available resources. He advised the new Council that just because they have the money does not mean the have to spend it. He thanked the 384 City employees and 48,592 residents, and all of his friends and acquaintances. He finally thanked his wife Sheila who did not sign up for the job but agonized over every moment the past three years.

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

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

Councilmember Fisher reported that the Board will meet in the Council Chambers on May 13 at 2:00 p.m.

✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner stated that Chairperson Geer of the Commission gave a nice description of their activities including the successful Clean Up Bedford and Chunk Your Junk Days.

✓ **Community Affairs Commission - Councilmember Boyter**

Councilmember Boyter recognized Commission members in attendance including Roy Savage, Sal Caruso, Steve Grubbs, Dave Gebhart and Gary Morlock. He stated that the Commission continues to do wonderful things and to reach out to community. He discussed the upcoming May 14 Residential Outreach meeting.

✓ **Cultural Commission - Councilmember Champney**

Councilmember Champney reported that the Commission had an ArtsTalk meeting, which had a great turnout. There was a guest speaker from the Levitt Pavilion in Arlington who gave an overview what that type of venue can do for economic development in surrounding areas. It attracts 127,000 people a year in an area the size of a city block. He believes the City is on the right track with Twilight Thursdays and other activities, and in building awareness and density.

✓ **Library Board - Councilmember Davisson**

Councilmember Davisson reported that Library Manager Maria Redburn discussed the Library Satisfaction Survey taken by citizens and others who utilize the Library. The survey indicated that people are incredibly happy with the Library. He discussed the number of programs available at the Library.

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

No report was given.

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

Councilmember Farco reported that he attended the Teen Court Awards Banquet on April 16. Teen Court Coordinator Mindy Eichorst did a great job and it was a wonderful event to honor the graduating seniors and their families.

18. Council member Reports

Councilmember Champney discussed the CPR program and that six houses were worked on in Bedford by volunteers who did a fantastic job. The program is truly a benefit to the elderly, disabled or those that just need some help.

19. City Manager/Staff Reports

Interim City Manager Roger Gibson thanked Ms. Redburn and her staff for the Library's promotion of the Distracted Driving Ordinance the previous Saturday. It will be promoted again at the Police Department Open House on May 16. The Public Works Department made 27 signs for entrances to the City to promote the ordinance.

Mr. Gibson thanked Councilmember Fisher and Mayor Griffin for input on the e-commerce safe zone. Technical Services Manager Kelli Agan ran with the idea and it has received tremendous positive input from the public.

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

Executive Session was not held.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 8:07 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 05/12/15

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

ITEM:

Public hearing and consider an ordinance to rezone Lot 35, Block A, Shady Brook Townhouse Addition, located at 2816 Spring Valley Drive, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing for the Learning Station Childcare facility to construct a solid fence around the playground area. The property is generally located south of Harwood Road and east of Spring Valley Drive. (Z-273)

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The subject property is generally bound by Harwood Road to the north, Spring Valley to the west and Shady Glen Lane to the south, with the site currently a childcare facility. The applicant is requesting to rezone the area from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD) allowing for Learning Station Childcare facility to amend the approved site plan and install a solid fence around the playground area.

The Planning and Zoning Commission recommended approval of this application at their April 23, 2015 meeting by a vote of 5-2-0 with the following stipulations:

- That the fence be earth tone in color.
- That the fence be six feet in height.
- That the fence be of composite material.
- That the fence not be placed within the 25 foot sight triangle at the intersection of Spring Valley Drive and Harwood Drive.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone Lot 35, Block A, Shady Brook Townhouse Addition, located at 2816 Spring Valley Drive, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing for the Learning Station Childcare facility to construct a solid fence around the playground area. The property is generally located south of Harwood Road and east of Spring Valley Drive. (Z-273)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
Site Plan
Aerial Photo
Zoning Sign Photo
Site Photos
Planning and Zoning Minutes
Star Telegram Publication

ORDINANCE NO. 15-

AN ORDINANCE TO REZONE LOT 35, BLOCK A, SHADY BROOK TOWNHOUSE ADDITION, LOCATED AT 2816 SPRING VALLEY DRIVE, BEDFORD, TEXAS FROM PLANNED UNIT DEVELOPMENT (PUD) TO AMENDED PLANNED UNIT DEVELOPMENT (PUD), ALLOWING FOR THE LEARNING STATION CHILDCARE FACILITY TO CONSTRUCT A SOLID FENCE AROUND THE PLAYGROUND AREA. THE PROPERTY IS GENERALLY LOCATED SOUTH OF HARWOOD ROAD AND EAST OF SPRING VALLEY DRIVE. (Z-273)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Zoning Ordinance be rezoned for property known as Lot 35, Block A, Shady Brook Townhouse Addition, located at 2816 Spring Valley Drive, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing for the Learning Station Childcare facility to construct a solid fence around the playground area. The property is generally located south of Harwood Road and east of Spring Valley Drive. (Z-273)

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:

Lot 35, Block A, Shady Brook Townhouse Addition, shall be shown as approved by this ordinance.

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

- 1. That the fence be earth tone in color.**
- 2. That the fence be six (6) feet in height.**
- 3. That the fence be of composite material.**
- 4. That the fence not be placed within the twenty five (25) foot sight triangle at the intersection of Spring Valley Drive and Harwood Drive.**

SECTION 4. 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.

SECTION 5. 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 6. 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.

ORDINANCE NO. 15-

SECTION 7. 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 12th day of May, 2015 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

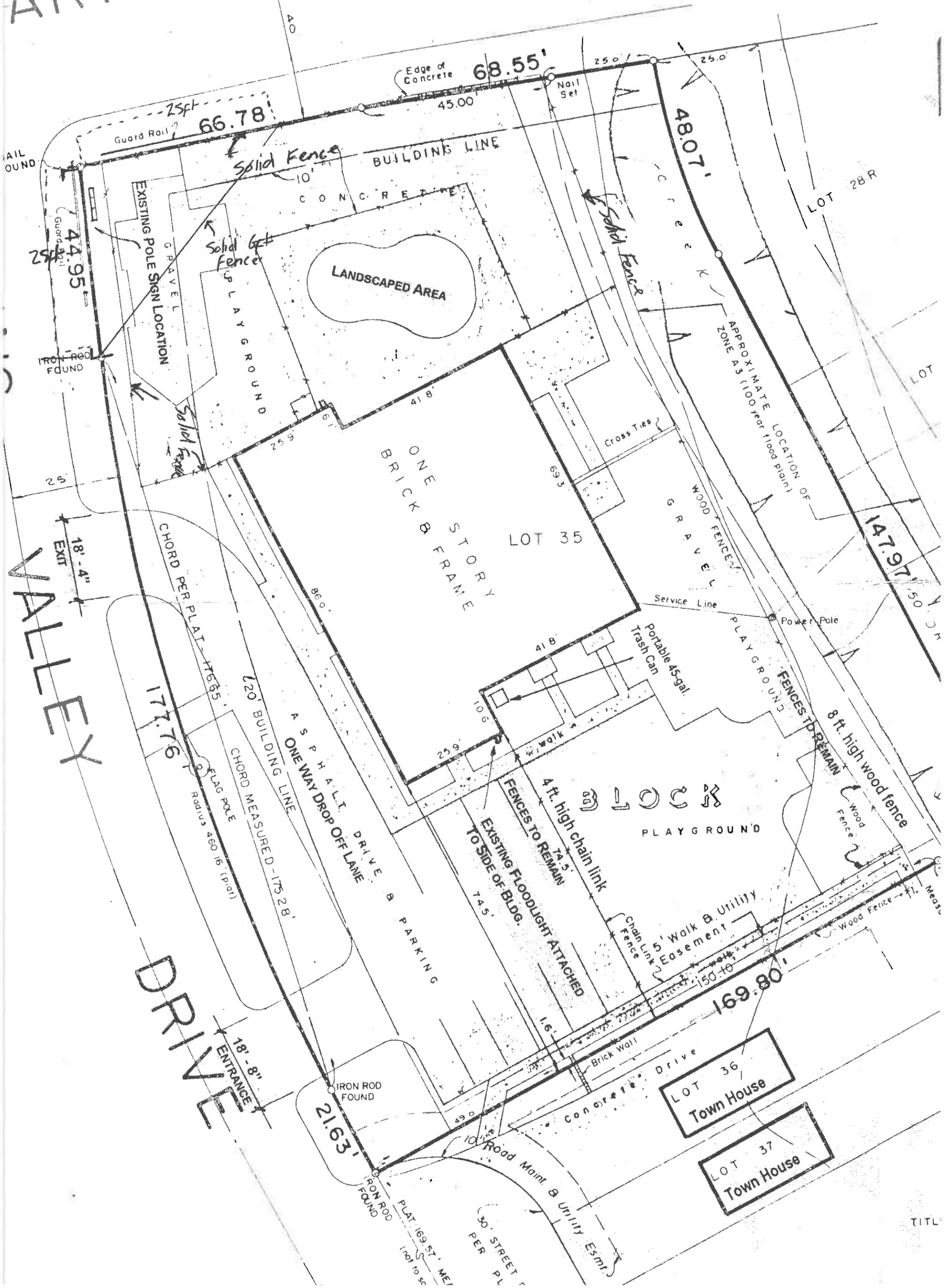
ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

ARWOOD ROAD



ROAD

ARWOOD

VALLEY

DRIVE

LANDSCAPED AREA

ONE STORY
BRICK & FRAME

LOT 35

PLAYGROUND

LOT 36
Town House

LOT 37
Town House

LOT 28 R

147.97'

169.80'

21.63'

48.07'

177.76'

66.78'

68.55'

44.95'

18'-4" EXIT

18'-8" ENTRANCE

Guard Rail

Edge of Concrete

Nail Set

EXISTING POLE SIGN LOCATION

BUILDING LINE

Solid Fence

Solid Gate Fence

Cross Ties

WOOD FENCE

APPROXIMATE LOCATION OF ZONE A 3 (100 year flood plain)

Service Line

Power Pole

Portable 45-gal. Trash Can

8 ft. high wood fence

4 ft. high chain link

EXISTING FLOODLIGHT ATTACHED TO SIDE OF BLDG.

Walk & Utility Easement

Chain Link Fence

Brick Wall

Concrete Drive

30' STREET PER PL

PLAT 169.57 MEI (201) 10 55

TITLE



Hearing

Date: 4-9-2015 Z-273

**Address: 002816 SPRING VALLEY DR
Addition: SHADY BROOK TOWNHOUSE ADDITION
Bedford, TX 76021**

SUBNUM: 37948 BLOCK: A LOT: 35

 **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-273



~~PH~~ DAS GILL See Mr. Amin Gu

2-273



~~AS~~ RAS GILL Per Mr. Amin Gul

2-293

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF APRIL 23, 2015**

DRAFT

Commissioner Stroope gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

APPROVAL OF MINUTES

- 1. Consider approval of the following Planning and Zoning Commission meeting minutes: April 9, 2015 regular meeting**

Motion: Commissioner Hall made a motion to approve the meeting minutes of April 9, 2015 regular meeting.

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

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

Nays: None

Abstention: Commissioner Davis

Motion approved 5-0-1. Chairman Reese declared the April 9, 2015 meeting minutes approved with conditions that one item be changed.

PUBLIC HEARINGS

- 2. Public hearing and consider a request to rezone Lot 35, Block A, Shady Brook Townhouse Addition, located at 2816 Spring Valley Drive, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing for the Learning Station Childcare facility to construct a solid fence around the playground area. The property is generally located south of Harwood Road and east of Spring Valley Drive. (Z-273)**

Chairman Reese recognized Emilio Sanchez, Planning Manager, who reviewed zoning case Z-273.

Raj Gill, the petitioner for the case, spoke in support of the case. He said that currently there is a 4 foot chain link fence surrounding the property. Parents who tour the facility have expressed concern regarding the safety of the fence due to the visibility of the children on the playground and speeding cars on Harwood. Additionally, the possibility of children climbing the fence poses a danger.

Commissioner Hall asked if the fence will be just on Harwood Road or border Spring Valley Drive.

Mr. Gill explained that the fence will stay on the north part of the property.

Chairman Reese asked about the material of the fences on the other sides of the property.

Commissioner Sinisi asked why they would like a solid fence versus the chain link.

Mr. Gill said that the other fencing is of cedar. He also said that parents who did not enroll in their program expressed concerns about speeding traffic and visibility. They would like to give parents the reassurance that the playground is secure.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF APRIL 23, 2015**

DRAFT

Commissioner Sinisi expressed opposition to the solid fence.

Mr. Gill said that they will be bringing back the fence 25 feet at the corner of Spring Valley and Harwood, which would provide visibility for drivers.

The site plan for the proposed fence was displayed for the commissioners to review.

The guard rail will remain on the property and painted to blend in with surrounding landscaping.

Mr. Gill stated that the proposed fence will be a composite material, which is stronger and expected to last 30 years. Additionally, the fence will be painted a dark color.

Commissioner Davis asked for clarification as to the concerns from parents regarding the existing fence, which is that the fence is short enough for children to climb and that speeding cars are within close range.

Mr. Gill confirmed the concerns.

Mindy Gill spoke regarding the safety issues associated with the visibility of the children playing in the front yard and sexual offenders within proximity.

Commissioner Sinisi cited other daycare centers with chain link fences, which would theoretically face the same issues.

Chairman Reese questioned whether having a higher chain link fence and not cutting back part of the property for traffic visibility would be better for their operation.

Mr. Gill responded that a chain link fence does not address the all concerns of their prospective clientele.

Commissioner Stroope expressed that he does not like the look of the chain link fence on that property and is in support of the proposed fence.

Commissioner Carlson asked about the site plan versus the PUD for the neighborhood.

Emilio Sanchez responded that the site plan is just for the childcare facility and not the neighborhood.

Commissioner Sinisi asked if there are stipulations in the PUD in regard to the color of the fence.

Emilio Sanchez said that there are no stipulations in regard to color because the fence is not a required screening fence.

Commissioner Hall asked if the proposed composite fence is of earth tones. Mr. Gill confirmed that it is.

With no speakers, Chairman Reese closed the public hearing at 7:27 p.m.

Commissioner Culver stated her favor for the proposed composite fence that will be set back with landscaping.

Vice Chairman Carlson expressed his understanding of parents' concerns regarding the proximity to traffic and the height of the existing fence.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF APRIL 23, 2015**

DRAFT

Motion: Commissioner Stroope made a motion to approve Zoning Case Z-273 with the stipulation of it being one solid earth-tone color, of composite material, set back as shown in the site plan and being 6 feet.

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

Motion approved 5-2. Chairman Reese recommended approval of the public hearing for Z-273.

- 2. Public hearing and consider a site plan for a 3,584 sq. ft. Popeye's fast-food restaurant with drive-thru and a retail space for T-Mobile. The property is zoned (H), Heavy Commercial and located in the Master Highway Corridor Overlay District (MHC); the address is 1100 Airport Freeway and the legal description is Lot 1, Block 1, Tri-City Addition. The property is generally located south of Airport Freeway and west of Bedford Road. (S-061)**

Chairman Reese recognized Emilio Sanchez, Planning Manager, who reviewed zoning case S-061.

Matthew Thomas, representing the engineer for the property, came forth and stated that since the last meeting, TDOT put landscaping on the north site of the property.

Jonathan Cortez, representing E3 architects for the project, explained to the commission the elevations.

Commissioner Sinisi expressed that the drive-thru window is not represented according to how the actual building will be built.

Commissioner Davis asked about the feasibility of moving the sewer and flipping the easement to the other side, adding arrayed parking and front-end parking.

Mr. Thomas replied by explaining that that was one of the first iterations for the project but it did not fit properly and it is a tough site. The minimum parking requirement is 6 spaces, they are providing 22.

Chairman Reese expressed that it is fit of the building on the site is odd.

Mr. Thomas replied that half of the property cannot be utilized because of the drop-off on the south end of the property.

Commissioner Culver expressed that the renderings are not true to the proposed building.

Troy Rich, architect with E3 designs, explained the drive-thru further.

Mr. Palacios explained the objective behind the renderings.

Vice Chairman Carlson asked about the details regarding the landscaping. Chinese pistachios may have been installed by TXDOT on the north end of the property.

The T-Mobile will have a storage area above the store.

The commissioners commented that specific elements of the actual building like the drive-thru, windows and landscaping, should be reflected in the rendering.



CITY OF
BEDFORD

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

April 24, 2015

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 Friday, April 24, 2015.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Monday, April 27, 2015.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Tuesday, May 12, 2015, 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 rezone Lot 35, Block A, Shady Brook Townhouse Addition, located at 2816 Spring Valley Drive, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing for the Learning Station Childcare facility to construct a six (6) foot high, earth tone color, composite fence around the playground area but not within the twenty five (25) foot sight triangle at the intersection of Spring Valley Drive and Harwood Road. The property is generally located south of Harwood Road and west of Spring Valley Drive. (Z-273)

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



Council Agenda Background

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

DATE: 05/12/15

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

ITEM:

Consider an ordinance amending the annual budget for the City of Bedford, Texas for the fiscal year October 1, 2014 through September 30, 2015; and declaring an effective date.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The Annual Budget was approved by the City Council on September 9, 2014. The adopted budget allowed for a planned revenue surplus. At the time, it was projected that the General Fund would exceed its required reserve amount. Council was of the consensus to wait for the completion of the audit to determine what additional funding would be available for projects.

Staff presented the City Council with a summary of the available funding during the April 28, 2015 Work Session. Additionally, staff identified unanticipated expenses that have occurred in amounts greater than can be absorbed within current budget allocations. These include the executive search for the City Manager, the evaluation for the City Manager, and licensing for Microsoft Office and user access to servers.

Council discussed other funding needs to be included in this amendment. Council was of the consensus to include funding for two vehicles for the Fire Department and an allocation of funding for playground replacement for the General Fund. In the Tourism Fund, Council was of the consensus to authorize funding for the monument sign at Fire Station 3 and to complete the replacement of windows at the Old Bedford School. The Water Fund amendment relates to the authorization of two positions that were approved at the April 28, 2015 Council meeting for in-house engineering and the additional expenses related to those positions.

Attachment A details the accounts being adjusted and Attachment B provides a fund level summary for the affected funds with the overall impact on the budget figures.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending the annual budget for the City of Bedford, Texas for the fiscal year October 1, 2014 through September 30, 2015; and declaring an effective date.

FISCAL IMPACT:

Approved Total Expenditures	\$ 64,331,128
Amendments	\$ 466,009
Amended Total Expenditures	\$ 64,797,137

ATTACHMENTS:

- Ordinance
- Attachment A – Detail of Budget Amendments
- Attachment B – Summary of Revenue and Expenditures by Fund

ORDINANCE NO. 15-

AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR THE CITY OF BEDFORD, TEXAS FOR THE FISCAL YEAR OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Annual Budget was adopted by Ordinance 14-3101 on September 9, 2014; and,

WHEREAS, various unforeseen circumstances affecting the City of Bedford have presented themselves during the course of the fiscal year; and,

WHEREAS, the City Council of Bedford, Texas has considered the circumstances independently, deliberating appropriately on the associated revenues and expenditures and the overall impact on the general financial status of the City; and,

WHEREAS, the City Council of Bedford, Texas must formally amend the original budget to incorporate the approved changes.

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 Council does hereby amend the Annual Budget as reflected in Exhibit A and Exhibit B of this Ordinance.

SECTION 3. That the Annual Budget for the City of Bedford, Texas, for the fiscal period of October 1, 2014 through September 30, 2015 in words and figures contained therein, is hereby amended and approved. A copy of said budget shall be maintained in the records of the City.

SECTION 4. That this Ordinance shall be in full force and effect from and after passage as required by law.

PRESENTED AND PASSED on this 12th day of May 2015, 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

Attachment A

**Detail of Budget Admendments
2014-2015 Budget**

Expenditures			Original Budget	Amended Budget	Amendment Amount
<u>General Fund</u>					
Contract Labor	101-10-08-8310	Excutive Search & Evaluation Contracts	20,500	57,000	36,500
Software	101-20-14-8311	Microsoft Office & User Licenses	23,490	97,990	74,500
Motor Vehicles	101-60-02-9111	Fire Marshal Vehicle	-	35,600	35,600
Motor Vehicles	101-60-32-9111	Deputy Chief EMS Vehicle	-	32,800	32,800
Improvements other than Buildings	101-65-34-9104	Playground Equipment	-	120,000	120,000
		Total Amendments			299,400
<u>Tourism Fund</u>					
Improvements other than Buildings	202-65-02-9104	Monument Sign	-	50,000	50,000
Buildings	202-65-57-9101	Old Bedford School Windows	54,644	57,544	2,900
		Total Amendments			52,900
<u>Water & Sewer Fund</u>					
Personnel Accounts	503-45-29	Engineer & CAD Drafter	561,682	634,391	72,709
Travel Expense	503-45-29-8320	Travel	2,470	3,970	1,500
Schools	503-45-29-8323	Schools	1,820	3,320	1,500
Minor Apparatus	503-45-29-8106	Equipment/Computers	380	3,380	3,000
Software	503-45-29-8311	Software	2,000	7,000	5,000
Buildings	503-45-29-91011	Building Modification	-	18,000	18,000
Furniture, Fixtures, Furnishings	503-45-29-9108	Cubicles	-	12,000	12,000
		Total Amendments			113,709
		Total Amendments			466,009

ATTACHMENT B

CITY OF BEDFORD
SUMMARY OF REVENUE AND EXPENDITURES BY FUND
FISCAL YEAR 2014-2015

FUND NAME	BEGINNING BALANCE	REVENUE	REVENUE ADJUSTMENTS	REVISED REVENUE	EXPENDITURES	EXPENDITURE ADJUSTMENTS	REVISED EXPENDITURES	ENDING BALANCE	DIFFERENCE **
General Fund	\$ 6,046,547	\$ 29,501,310	\$ -	\$ 29,501,310	\$ 29,398,169	\$ 299,400	\$ 29,697,569	\$ 5,850,288	\$ (196,259)
Tourism Fund	477,388	1,125,725	\$ -	\$ 1,125,725	1,113,953	\$ 52,900	\$ 1,166,853	\$ 436,260	\$ (41,128)
Water & Sewer Fund	* 2,239,304	20,623,317	\$ -	\$ 20,623,317	20,766,055	\$ 113,709	\$ 20,879,764	\$ 1,982,857	\$ (256,447)
Stormwater Utility Fund	* 743,028	1,305,000	\$ -	\$ 1,305,000	1,265,342	\$ -	\$ 1,265,342	\$ 782,686	\$ 39,658
Utility Repair & Maint. Fund	158,871	1,006,000	\$ -	\$ 1,006,000	-	\$ -	\$ -	\$ 1,164,871	\$ 1,006,000
Drug Enforcement Fund	64,297	10,000	\$ -	\$ 10,000	5,000	\$ -	\$ 5,000	\$ 69,297	\$ 5,000
Court Security Fund	14,131	40,000	\$ -	\$ 40,000	40,000	\$ -	\$ 40,000	\$ 14,131	\$ -
Court Technology Fund	141,131	65,000	\$ -	\$ 65,000	79,785	\$ -	\$ 79,785	\$ 126,346	\$ (14,785)
Park Donation Fund	31,794	12,050	\$ -	\$ 12,050	25,000	\$ -	\$ 25,000	\$ 18,844	\$ (12,950)
Beautification Commission	43,796	10,000	\$ -	\$ 10,000	10,000	\$ -	\$ 10,000	\$ 43,796	\$ -
Public Safety Training Fund	18,745	-	\$ -	\$ -	-	\$ -	\$ -	\$ 18,745	\$ -
Economic Development	92,562	115,000	\$ -	\$ 115,000	15,000	\$ -	\$ 15,000	\$ 192,562	\$ 100,000
Street Improvement Economic Dev. Corp.	2,697,891	2,628,000	\$ -	\$ 2,628,000	3,763,118	\$ -	\$ 3,763,118	\$ 1,562,773	\$ (1,135,118)
Debt Service Fund	977,410	7,025,607	\$ -	\$ 7,025,607	7,043,258	\$ -	\$ 7,043,258	\$ 959,759	\$ (17,651)
PEG	332,807	141,000	\$ -	\$ 141,000	18,400	\$ -	\$ 18,400	\$ 455,407	\$ 122,600
Traffic Safety Fund	40,388	400,000	\$ -	\$ 400,000	325,362	\$ -	\$ 325,362	\$ 115,026	\$ 74,638
Computer Replacement Fund	105,265	50,000	\$ -	\$ 50,000	63,300	\$ -	\$ 63,300	\$ 91,965	\$ (13,300)
Aquatics Maintenance Fund	148,727	50,000	\$ -	\$ 50,000	20,400	\$ -	\$ 20,400	\$ 178,327	\$ 29,600
Library Maintenance Fund	50,001	25,000	\$ -	\$ 25,000	-	\$ -	\$ -	\$ 75,001	\$ 25,000
Facility Maintenance Fund	281,528	75,000	\$ -	\$ 75,000	56,710	\$ -	\$ 56,710	\$ 299,818	\$ 18,290
Equipment Replacement Fund	161,448	50,000	\$ -	\$ 50,000	170,276	\$ -	\$ 170,276	\$ 41,172	\$ (120,276)
Water/Sewer Vehicle Replacement Fund	141,789	75,000	\$ -	\$ 75,000	152,000	\$ -	\$ 152,000	\$ 64,789	\$ (77,000)
		\$ 64,333,009	\$ -	\$ 64,333,009	\$ 64,331,128	\$ 466,009	\$ 64,797,137		

* Beginning balance is based on Working Capital as calculated on information included in the City Annual Financial Report (CAFR).

** Differences to be covered by Fund Balance



Council Agenda Background

PRESENTER: Maria Redburn, Library Director

DATE: 05/12/15

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

ITEM:

Consider a resolution authorizing the Interim City Manager to enter into an agreement with Tech Logic for a Full Service Program Agreement in the amount of \$18,950.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On November 10, 2009, the City Council approved a contract with Tech Logic to design, construct and install a state of the art, staff-efficient, RFID-based self-checkout, automated materials handling sorter and conveyance system for the Bedford Public Library. The initial warranty expired after one year.

It is the responsibility of the City of Bedford to maintain the automated materials handling sorter and conveyance system. Tech Logic's Full Service Maintenance Program includes:

- Two preventative maintenance visits
- Labor associated with service calls
- Guaranteed onsite service call within 24 hours, should one be required
- Coverage for failure of major system components
- All software updates, patches, and routine troubleshooting
- Licensing for the AST software
- 10% discount on all parts
- Shipping and handling on normal wear parts

The Full Service Agreement does not cover:

- Normal wear parts such as bearings, belts, chains, sprockets, batteries etc.
- Weekly maintenance of the automated materials handling sorter, such as photo eyes
- Monthly washing of belts
- Monthly check and greasing of bearings

Library staff perform all required care not covered by the Full Service Agreement. Staff has a schedule and log of required maintenance, including cleaning of belts, photo eyes and battery charging.

The Full Service Agreement SP2 is \$18,950, which includes two annual preventative maintenance visits. Tech Logic has contracted with BankTec Hardware Services to respond to all service calls in the Dallas/Fort Worth Area. During the contract period, Tech Logic had BankTec on-site 12 times to perform maintenance and resolve issues with motors, belts and bearings. Total cost of services without the Full Service Agreement would have been \$17,950 for 2014-2015 and \$23,872 for 2013-2014. In addition, the City would be required to pay \$3,700 for the AST software renewal.

Tech Logic has an exclusivity clause in the BankTec contract, which prevents them from working on the system should the City decide not to do the Full Service Agreement. At this time, there are no other companies in North Texas certified to work on the Tech Logic machinery. Any work not performed by Tech Logic certified technicians invalidates the warranty on the automated materials handling system. If the City of Bedford elects to discontinue the Full Service Agreement, the City

will be responsible for all materials and labor costs, which are \$300/hour with a three hour minimum. All service calls would be scheduled; however, there would be no 24-hour minimum guaranteed response time.

The City has the option of not subscribing to the Full Service Agreement. However, it would still be required to renew the AST software license for \$3,700, which is now part of the Full Service Agreement. The AST software license gives the Library telephone support and updates as they are made to the software. Staff also recommends contracting with Tech Logic for bi-annual preventative maintenance visits. The preventative maintenance visits have been critical in identifying parts that needed to be replaced before the system failed.

Program Options	PM-1U	PM-2U	PM-3U
Price	\$4,250	\$7,175	\$13,700
Preventative Visits	Annually	Bi-annually	Quarterly
Normal Parts	5% discount	5% discount	10% discount

The total cost for the Full Service Agreement is \$18,950.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Interim City Manager to enter into an agreement with Tech Logic for the Full Service Program Agreement in the amount of \$18,950.

FISCAL IMPACT:

Budget FY 14/15:	\$27,985
Actual Amount:	\$18,950
Variance:	\$9,035

ATTACHMENTS:

- Resolution
- Full Service Agreement
- Service Checklist

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TECH LOGIC FOR A FULL SERVICE PROGRAM AGREEMENT IN THE AMOUNT OF \$18,950.

WHEREAS, the City Council of Bedford, Texas approved the purchase of an RFID-based self-checkout, automated materials handling sorter and conveyance system; and,

WHEREAS, the automated materials handling sorter and conveyance system is critical to the operation of the Bedford Public Library; and,

WHEREAS, the software required to operate automated materials handling sorter requires an annual renewal; and,

WHEREAS, the City of Bedford staff recommends that the City Council approve a Full Service Program Agreement with Tech Logic.

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

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

SECTION 2. That the City Council does hereby authorize the Interim City Manager to enter into a contract in the amount of \$18,950 with Tech Logic for the Full Service Program Agreement.

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

PRESENTED AND PASSED this 12th day of May 2015, 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

TECH LOGIC FULL SERVICE MAINTENANCE PROGRAM

Exhibit "J"

Service Program Level 2

TERMS AND CONDITIONS

Bedford Public Library, Bedford TX

05/01/2015 to 04/30/2016

Tech Logic offers an annual (12 month) renewable full service program for new Tech Logic AMH systems. The cost of this program is system based and billed annually unless a multi- year agreement has been agreed upon by both parties. The annual renewal of the program will be invoiced to the library no later than 30 days prior to renewal date and payment must be made prior to the beginning of the next term for the program to be effective.

This program is defined as:

- All mechanical labor.¹
- Normal wear "consumable" parts are not included². These parts are offered at a ten (10) percent discount from the current Tech Logic price list.
- Preventative maintenance visits are included based on system size. Level 2 denotes bi-annual visits.
- Each preventative maintenance visit allows for up to eight (8) hours onsite for the scheduled visit date based on system size and configuration.
- Additional labor hours are billable at \$200 per hour over the eight (8) included in the preventative maintenance visit.
- Price of the program for the current year is \$18,950.00 US dollars.
- The price of this service program is subject to change for subsequent annual service periods.³

TERMS AND CONDITIONS

The following terms and conditions shall be applicable:

- Telephone Support: Service includes unlimited telephone support with a response from the right expert within two hours excluding company holidays defined as New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. Holidays falling on Saturday will be observed on the Friday before. Holidays falling on Sunday will be observed the Monday after.
- Service Support: Includes response within 24 hours. Library will notify Tech Logic of any Mechanical or Software issue via telephone. Tech Logic will attempt to correct the issue via telephone support and remote proxy. Should Library and Tech Logic agree that an onsite visit is required, Tech Logic shall provide the Library with an action plan including the anticipated on-site time for the technician. Upon receiving authorization from the Library, Tech Logic or its partnered national service provider will proceed with the site visit. Preventative maintenance visits are provided by our partnered service provider.

- Parts: At our discretion, new, non-original manufacturer or remanufactured parts may be used to perform any repairs. Tech Logic may elect to discontinue certain products for a variety of reasons, including but not limited to; the product is obsoleted at the end of its life cycle, key product components are no longer being manufactured, vendor obsolescence or technology obsolescence.
- Shipping: Shipping charges shall only be incurred when ordering replacement wear items or if an expedited method of shipping is requested. Tech Logic standard shipping is ground service.
- Exclusions: Any damage to the automated sorter or its components caused by the misuse, neglect, or unauthorized repair and maintenance of the equipment, is specifically not covered. Software support under the aforementioned conditions is billable and a quote for services will be provided. Changes to ILS provider and any reconfiguration and/or testing specific to an ILS upgrade and/or conversion will be a billable service to the Library for software support. A quote for services will be provided and a scope of work determined for the project. Library network issues are not covered under the support parameters of this program. Fire suppression systems/components are not covered under this program. Customer is responsible for coverage of extended maintenance for fire suppression after the one (1) year included warranty.
- Routine Weekly/Monthly Maintenance not included: Routine weekly/monthly maintenance as described in the original maintenance documentation provided at the time of sale shall continue to be the responsibility of Library. Issues arising from lack of this maintenance may incur additional charges outside of this program or may render the end of this program.
- Finance Charge: Payment for the program must be received prior to the Effective Date. Delinquent payments shall incur a finance charge of 1.5% per month, with service being suspended until the account is cleared.
- Notices: The notice must be in writing and sent by postage prepaid first-class mail, receipted courier service, or electronic mail to the address which appears below each party's signature below or to such other address as any party shall specify by notice in writing to the other party and
- Term: This service program commences on the Effective Date and, subject to this program, continues from year to year in automatic renewal to be invoiced yearly at anniversary date. Either Party may give written notice to the other not less than thirty (30) business days before the annual anniversary of the Effective Date of this service program should renewal be declined. Libraries engaging in either a three (3) or five (5) year program will be responsible for full payment of any remaining renewal years should the program be discontinued before that term has been fulfilled.
- Compliance with Laws, Codes, Licensing, and Other Standards: Library shall timely advise Tech Logic of any State and/or Local statutes, rules, codes, licensing, regulations, and other standards which may affect this service program and work performed hereunder; and Library shall pay for, and solely bear, all costs of compliance associated therewith.
- Liability: Tech Logic shall not be liable for special, indirect, incidental or consequential damages, whether arising from contract or negligence.
- Assignment: This service program and all rights and obligations hereunder shall not be assignable by Library except with the prior written consent of Tech Logic. A change in

control shall be deemed an assignment subject to this subsection. This service program shall be binding upon each party's permitted successors and assigns.

- Modification: Any modification or alteration of this service program shall be effective only upon written agreement of the parties thereupon.
- Complete Terms and Conditions: This service program subscription constitutes the entire agreement between the parties with regard to the subject matter hereof. No other representations, understandings or agreements have been made or relied upon in the making of this Service Agreement other than those specifically set forth herein. The parties herein acknowledge that they have read the terms and conditions, understand it and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the agreement between the parties.
- Force Majeure. Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this program during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure events lasts longer than thirty (30) days, the other party may immediately terminate the applicable program by giving written notice to the delayed party.

¹ All mechanical labor is included except for routine maintenance. All software updates, patches, routine trouble shooting are part of the AMH Software License and not included in this pricing. Please refer to the Terms and Conditions of the program for all details. Software license renewal is billed separately.

² Normal wear parts include the following:

Automated Material Handling Systems

- Bearings
- Belts
- Chains
- Elastic Drive Bands
- Fuses
- Air hoses
- Rollers
- Sprockets
- Valves

SmartBins

- Batteries
- Brakes
- Brake Cables
- Cables
- Chains
- Sprockets

³ Price of the service program in subsequent years will increase 4% on annual renewal. Multi-year agreements may have discounts apply that reduce this rate.



PREVENTATIVE MAINTENANCE SERVICE CHECKLIST

—AST SYSTEM—

Name of Technician: _____

Date: _____

Library Name: _____

EFFECTIVE DATE: 27 APRIL 2012

REVISION LEVEL: A



INSTRUCTIONS

Use this Service Checklist for all preventive maintenance (PM) that is done on Tech Logic AST systems. Each AST system is different and may not have all components listed in this document. While going through the checklist, please make a note of any parts that need to be replaced, any issues that may need to be looked at later, or any issues that the library brings to your attention.

Tools

It is recommended for the technician to have 3-in-1 oil and lithium grease for chains and moving parts. Q-Tips and Windex are recommended for cleaning photo eyes.



Before You Begin

Before beginning PM, make sure that the library is aware that the system will be down for an extended amount of time, so they can make arrangements for their patrons to deposit their items in other book drops or book bins.

Also before beginning, put the AST machine in Pause using the AST software. When the system is paused, use the troubleshooting screens to check inputs and outputs or to turn different parts of the machine on or off. If a component needs to be replaced or the machine needs adjustment, turn the power off to the entire system before servicing.

Photographs

Photographs appear in this document to clarify the text. It is important for you to remember that these are examples only and do not necessarily represent the actual system.

Questions?

Contact Tech Logic Customer Care by calling **1-866-880-9981**.

EXTERIOR BOOK DROPS

- There are no exterior book drops on this system (skip to next section).
- Book Drop Door**
 - Using the AST software, manually move the door up and down.
 - Verify that the door moves up and down smoothly.
 - Verify that the door opens and closes all the way.
 - Check for grinding noises or abnormal noises.
 - If pneumatic, oil the door slides.
 - If electric, oil the motor screw.
- Photo Eyes**
 - Clean each photo eye with a Q-Tip and Windex.
 - Verify each photo eye reads properly.
 - Adjust alignment or sensitivity as needed.
- Courtesy Lights** (lights that illuminate the faceplate)
 - Verify all of the bulbs are on.
 - Replace as necessary.
- Seal**
 - Verify that the book drop has a good seal around the edges.
- Speaker** (if applicable, some book drops have speakers to play messages and directions)
 - Check volume.
 - Check clarity.

Notes

INTERIOR BOOK DROPS

- There are no interior book drops on this system (skip to next section).
- Photo Eye**
 - Verify that the beginning photo eye located inside of the book drop opening is clean, aligned, and adjusted.
- Message Display** (if applicable)
 - Check that the message display works and displays the correct messages.

Notes

CONVEYOR BELTS

- There are no conveyor belts on this system (skip to next section).
- Belts**
 - Check for any tears in the conveyor belts.
 - Check the V-Guide on the bottom of the belt; make sure it is not worn or coming apart.
-  **Note:** The belt size information is on the plates mounted on the side of the conveyor if a replacement needs to be ordered.
- Lacing**
 - Check that the lacing is tight and in good condition.
- Pulleys**
 - Verify that the pulleys are not making unusual noises.
- Drum Motors**
 - Check for any leaking seals at the elbow and wire from the motorized pulley.
 - Scan the surrounding area for any oil spots or leaks.
- Top Mount Motors**
 - Check the chain tension.
 - Inspect the motor and sprockets.
- Incline Conveyors** (if applicable)
 - Clean the brush on the underside of the conveyor.
- Tracking**
 - Verify that the belts are tracking properly and not wandering.
 - If the belts are wandering, adjust tension to straighten belts.
- Guards** (all gears and chains should have yellow guards in place)
 - Verify that all guarding is in place and in good condition.
- Rollers**
 - Make sure rollers are not making any unusual sounds.
- Curved Conveyors** (if applicable)
 - Look for broken bands; replace the bands if more than two broken in a row.
 - Verify that the clips are holding the rollers in place and that the rollers are centered (equidistant from each other).
- Merge Sections**
 - Look for wear on the belts.
 - Belts should be close together without any big gaps.
 - If there is minor wear, make note of it. If there is excessive wear, request a replacement belt.

Bearings

- Grease all bearings.
- Replace as required.

Notes

SANDWICH BELTS (VERTICAL INCLINE/DECLINE CONVEYORS)

- There are no sandwich belts on this system (skip to next section).
- Bogie Springs/Chains**
 - Check the tension.
 - Make sure that all springs are touching the belt.
 - Pass items of various sizes through the conveyor to verify proper operation.
- Belts**
 - Check the tracking of the belt.
 - Look for any wear or tearing.
 - Check the V-Guide on sandwich belt; make sure that it is not worn or coming apart.

Notes

FIRE SUPPRESSION

- There is no fire suppression on this system (skip to next section).
- Door Actuator**
 - Using the AST software, manually move door up and down to check for proper operation.

Notes

PNEUMATIC SYSTEM

- This system is entirely electric (skip to next section).
- Pressure Regulators**
 - Check for water.
 - Check for loose connections.
 - Check for pressure switch settings — there are two regulators: one for the book drops and one for the sorting sections.
-  **Note:** The bookdrop regulator should be around 90–95 psi.
The sorting regulator should be at least 120 psi.
- Check the system pressure.
-  **Note:** Incoming pressure to AST system (provided by customer) should be at least 120 psi.
- MAC Valves**
 - Check for leaks.
 - Check for loose connections.
- All Pneumatic Devices**
 - Verify that all pneumatic moving parts move quickly and properly; if they do not, the pressure is too low or there is a leak somewhere.

Notes

SORTING SECTION

Line Shaft Conveyors

- Check the alignment of all of the photo eyes.
- Clean and adjust the photo eyes as needed.
- Verify that each photo eye is triggered when item passes through (use a book as a test).
- Adjust the sensitivity if needed.
- Check all roller bands for wear and tear; replace as needed.
- Check line shaft bands for wear and tear; replace as needed.

Transfer Sections (Popup Transfers)

- Check all transfer bands for wear; replace as needed.
- Verify that the transfer moves up and down smoothly.
- Lubricate the transfer as needed.
- If pneumatic, check for leaks.

Retractable Chutes (if applicable)

- Check for rips in the belting.
- If pneumatic, lubricate the slide chutes and actuators with grease and oil cylinders as necessary.
- If electric, lubricate the slide chutes.
- Make sure that there is no grinding or unusual noise.
- Make sure the chutes are fully extending.

Loader/Unloaders (if applicable)

- Check all of the photo eyes.
- Clean and adjust the photo eyes as necessary.
- Check the belts for wear and tear.
- Make sure that there is no grinding or unusual noise coming from the belts or actuators.

Rotators (if applicable; used on AST systems with placers)

- Check the alignment.
- Check all of the photo eyes.
- Clean and adjust the photo eyes as necessary.
- Check the proximity switches.
- Oil the cylinders as necessary.

Smart Bins (if applicable)

- Verify that all of the outlets on AST system are live, and replace any fuses or reset circuit breakers as necessary.
- Check for any worn or broken parts; make note of any part that needs to be replaced.

- Check the bin functionality.
 - Manual mode – up/down.
 - Auto mode – up/down.
 - Photo eyes work properly (clean and adjust as needed).
 - Top and bottom limit switches work properly.
 - AST software registers when bin is full.
- Lubricate the gears if bin is making noises.
- Check the floor speed.



Note: The average time it takes for the floor to move its full range of motion is 35–45 seconds.

- Disconnect the bins from AC outlet, and verify that the bins work properly on battery power.
- Sizer/Squarer** (if applicable; usually used with AST systems that have placers or barcode scanning)
 - If pneumatic, lubricate the cylinder.
 - Check the photo eyes; clean and adjust as necessary.
 - Check the fiber optic photo eyes that size the book.
- Placers** (if applicable)
 - Using the AST software, move the placers in/out and up/down.
 - Make sure the x- and z- axis have smooth motion.
 - Verify that the placer paddle moves back and forth smoothly.
 - Verify that the placer head moves up and down smoothly.
 - Check for any worn parts.
 - Verify that the cart tilters and placers are at 15 degrees.
 - Clean and adjust the photo eyes as necessary.
 - Verify that the books are being placed properly.

Notes

GENERAL

Leveling Foot Adjustments



Note: The AST system or building may have settled.

Verify that the system is level.

Adjust the feet as needed.

System Area

Check under the system for any oil on the floor.

When PM is complete, make sure that all tools are picked up and area is clean.

Paperwork

Check with the library for any concerns that they have with the system, and make note of them.

If there are parts that need to be ordered/ replaced, make note of them and contact Tech Logic.

Additional Comments

SIGNATURES

Technician

Date Completed

Employee of library

Date



1818 Buerkle Road
White Bear Lake, MN 55110
USA

Phone: 651.747.0492
Toll free: 800.494.9330
Fax: 651.747.0493
Email: contact@tech-logic.com
Web: www.tech-logic.com



Council Agenda Background

PRESENTER: Maria Redburn, Library Director

DATE: 05/12/15

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

ITEM:

Consider a resolution authorizing the Interim City Manager to enter into agreements with Tech Logic for a Self Checkout Software License Renewal and Extended Hardware Warranty Agreement in the amount of \$9,597.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On November 10, 2009, the City Council approved a contract with Tech Logic to design, construct and install a state-of-the-art, staff-efficient, RFID-based self-checkout, automated materials handling sorter and conveyance system for the Bedford Public Library. The initial warranty expired after one year. On September 9, 2014, City Council approved the City Budget, which included \$10,000 for the Self Checkout Software License Renewal and Extended Hardware Agreement.

A renewal of the Tech Logic software licenses is required in order to continue to receive software support, technical support, and upgrades. Tech Logic guarantees a two hour response time on all issues during normal business hours. Tech Logic will install all software upgrades and will also provide support for remote installation assistance, usage, product compatibility, interoperability, diagnostic information and defect inquiries for eligible software products. The Library has ten licenses which need to be renewed for a total of \$4,160.

The Library also needs to renew the extended hardware warranty for the ten RFID antennas and three security gate pedestals. Five of the antennas are connected to the self-checkout stations. The additional five antennas are used by staff to program RFID security tags, process holds and check in materials. Failure of the antennas would reduce customer service levels for the public since 100% of the checkout is done at the self-checkout stations. There are no antennas located at the public service desks. The security gate pedestals sound an alarm when a patron does not check out an item. Telephone support is included during business hours. Under the Extended Warranty Agreement, Tech Logic will repair or replace any defective hardware or part. A guaranteed 24-hour service response from the time of the report is also included. The Extended Hardware Warranty Agreement is \$5,437.

The total cost for the Software License Renewal and Extended Hardware Warranty is \$9,597.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Interim City Manager to enter into agreements with Tech Logic for the Self Checkout Software License Renewal and Extended Hardware Warranty Agreement in the amount of \$9,597.

FISCAL IMPACT:

Budget FY 14/15: \$10,000
Actual Amount: \$9,597
Variance: \$403

ATTACHMENTS:

Resolution
Extended Warranty Agreement
Software License Renewal Agreement

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AGREEMENTS WITH TECH LOGIC FOR A SELF CHECKOUT SOFTWARE LICENSE RENEWAL AND EXTENDED HARDWARE WARRANTY IN THE AMOUNT OF \$9,597.

WHEREAS, the City Council of Bedford, Texas approved the purchase of an RFID-based self-checkout, system; and,

WHEREAS, the self-checkout system is critical to the operation of the Bedford Public Library; and,

WHEREAS, the software required to operate the self-checkout requires an annual renewal; and,

WHEREAS, the RFID antennas provide the ability for patrons to check out; and,

WHEREAS, the security gates prevent theft of Library materials; and,

WHEREAS, the City of Bedford staff recommends that the City Council approve a Software License Agreement and an Extended Hardware Warranty Agreement with Tech Logic.

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

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

SECTION 2. That the City Council does hereby authorize the Interim City Manager to enter into a contract in the amount of \$4,160 with Tech Logic for the Self Checkout Software License Agreement.

SECTION 3. That the City Council does hereby authorize the Interim City Manager to enter into a contract in the amount of \$5,437 with Tech Logic for the Extended Hardware Warranty Agreement.

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

PRESENTED AND PASSED this 12th day of May 2015, 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

TECH LOGIC CORPORATION
Self Checkout Hardware Extended Limited Warranty Program

Bedford Public Library, TX
Effective 05/01/2015 – 04/30/16
10 RFID Antennas - \$3,120
1 Dual Aisle Gates - \$2,316.60

Pricing: \$5,436.60

TERMS AND CONDITIONS

The following terms and conditions shall be applicable herein:

Parts: Parts will be repaired or replaced with those of like-kind and quality, and may be new, non-original manufacturer or remanufactured. Expendable and/or consumable items or parts included with the equipment are not covered under this program. If parts are not available due to the age of the equipment, end of product life or discontinuation by the manufacturer, then the equipment owner will be given notification by Tech Logic and we will advise of new purchase options. Discontinued parts and/or products will then be removed from the warranty program.

Service Support: Library will notify Tech Logic of any hardware issue via telephone (1-866-880-9981 or 651-389-4990), email to customercare@tech-logic.com or via support request through the customer secure portal. Service support hours are from 8:00 AM-5:00 PM Central time, Mon.-Fri. excluding company holidays defined as New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. Holidays falling on Saturday will be observed on the Friday before. Holidays falling on Sunday will be observed the Monday. Tech Logic will attempt to correct the issue via telephone support and remote proxy. Should Library and Tech Logic agree that an onsite service visit is required, Tech Logic shall provide the Library with an action plan including the anticipated travel and on-site time expected to correct the issue as well as a quote for the technician service call. Upon receiving authorization from the Library, Tech Logic will proceed with the service site visit.

Product Service Procedures: If a defect should appear during the extended warranty period, Library should promptly contact Tech Logic Customer Service. Customer Service will advise Library to return the equipment or propose a schedule for repair. If applicable, a return merchandise authorization (RMA) will be assigned and the Library shall return the defective equipment, freight and insurance prepaid, in the original shipping container to, Tech Logic, 1818 Buerkle Road, White Bear Lake, MN 55110 or to other designated service location. All

returned merchandise must include the RMA number. Tech Logic shall not be responsible for any loss or damage incurred in shipping. If a defect is covered by this limited warranty program, the repaired or replaced equipment will be returned to the library at Tech Logic's cost. Requests for expedited return will be considered and difference between normal delivery charge and expedited return pricing will be the responsibility of the Library.

Access: Tech Logic will inform the Library of any access to the system via remote proxy prior to the access. Tech Logic will inform the Library of the reason for accessing the system.

Shipping: Shipping charges will be incurred by Library when ordering replacement items under this program.

Exclusions/Limitations: Any damage to the System or its components caused by the misuse, neglect, or unauthorized repair and maintenance of the equipment, is specifically not covered under this Extended Warranty program. For security gates; should the gate(s) be removed for any reason and then reinstated by the Library, additional charges may be incurred for reconfiguration and system optimization. Tech Logic accepts no responsibility for functionality after re-installation unless the gate(s) are reinstated by Tech Logic personnel or our third party maintenance organization. Extended warranty may be voided.

Routine Weekly Maintenance not included: Routine weekly maintenance as described in the original maintenance documentation provided at the time of sale shall continue to be the responsibility of the Equipment Owner.

Finance Charge: Delinquent payments shall incur a finance charge of 1.5% per month, with service being suspended until the account is cleared.

Compliance with Laws, Codes, Licensing, and Other Standards: The Equipment Owner shall timely advise Tech Logic of any State and/or Local statutes, rules, codes, licensing, regulations, and other standards which may affect this program and work performed hereunder; and Equipment Owner shall pay for, and solely bear, all costs of compliance associated therewith.

Liability: Tech Logic shall not be liable for special, indirect, incidental or consequential damages, whether arising from contract or negligence.

Assignment: This Extended Warranty Program and all rights and obligations hereunder shall not be assignable by Library except with the prior written consent of Tech Logic. A change in control shall be deemed an assignment subject to this subsection. This Extended Warranty Program shall be binding upon each party's permitted successors and assigns.

Modification: Any modification or alteration of this Extended Warranty Program shall be effective only upon written agreement of the parties thereupon.

Notices: To give notice under this Agreement, the Notice must be in writing and sent by postage prepaid first-class mail, receipted courier service, or electronic

mail to the address which appears below each party's signature below or to such other address as any party shall specify.

Term: The Extended Warranty Program commences on the Effective Date and, subject to this Warranty Program, continues from year to year in automatic renewal to be invoiced yearly at anniversary date. Either Party may give written Notice to the other not less than thirty (30) business days before the annual anniversary of the Effective Date of this Warranty Program for renewal to be declined.

Complete Agreement: This Extended Warranty Program constitutes the entire agreement between the parties with regard to the subject matter hereof. No other representations, understandings or agreements have been made or relied upon in the making of this Extended Warranty Program other than those specifically set forth herein. The parties herein acknowledge that they have read this Extended Warranty Program, understand it and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the agreement between the parties.

Force Majeure. Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this Program during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure events lasts longer than thirty (30) days, the other party may immediately terminate the applicable Program by giving written notice to the delayed party.

Signatures:

Tech Logic Corporation

By: *[Signature]*

Title: *Procurement Manager*

Date: *May 1, 2015*

Bedford Public Library, TX

By: _____

Title: _____

Date: _____

CircIT Software Support License Terms and Conditions

Bedford Public Library, TX

Effective 05/01/2015 – 04/30/16

License Seats: 10

Pricing: \$4,160

Program Description:

Access to Online Self-Help Support Services: All Tech Logic customers who purchase a CircIT software license will have access to the online self-help services available at www.Tech-Logic.com. The services available within our customer portal include basic assistance, marketing information, training information, software documentation, and the ability to submit and view online help tickets, and access to the software support manual.

Remote Technical Support: Contact Tech Logic for specific, task-oriented questions regarding the operation of currently supported software products. The support license includes telephone support from 8:00 AM-5:00 PM Central time, Mon.-Fri. excluding company holidays defined as New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. Holidays falling on Saturday will be observed on the Friday before. Holidays falling on Sunday will be observed the Monday. Library will notify Tech Logic of any hardware issue via telephone (1-866-880-9981 or 651-389-4990), email to customercare@tech-logic.com or via support request through the customer secure portal. Tech Logic will attempt to correct the issue via telephone support and remote proxy. Types of support available include usage, product compatibility, diagnostic information, and defect inquiries about eligible software products.

Software Maintenance: Software maintenance includes remote problem analysis and assistance during normal business hours and support for routine installation and usage questions. Access to our web-based customer portal for enhanced electronic support features. This is available only on the licenses covered and the software versions that are currently supported by Tech Logic.

Enhancements: Library requested software enhancements are not included in the software support license. Software enhancements may be submitted to Tech Logic's Product Line division for consideration.

Upgrades: Upgrades to our software will be announced by Tech Logic. Software version upgrades are included and will be scheduled with the customer at a mutually agreed upon date and time during operating hours of Tech Logic. Should special circumstances require scheduling outside of operating hours, services will be quoted and approved by customer prior to scheduling. Upgrades are done via remote session with the customer. Should the customer request onsite upgrade assistance, Tech Logic will provide a quote for this service to be approved by the customer prior to execution. Upgrades to new software products/ platforms are not included in this license.

Software License Coverage: All copies/licenses of the software, regardless of how the copies were obtained, must be renewed annually. You are entitled to software support only on the licenses covered.

Fees are due and shall be paid by Library at time of purchase of the software and upon any subsequent purchase date anniversaries. *Prices are subject to change for subsequent annual periods.

3. TERMS AND CONDITIONS

The following terms and conditions shall be applicable to this Software Support Agreement:

Support: Support is available from 8:00 AM-5:00 PM Central time, Mon.-Fri. excluding company holidays defined as New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. Holidays falling on Saturday will be observed on the Friday before. Holidays falling on Sunday will be observed the Monday after.

Response Time: Response time objective of two hours during prime shift for voice and electronic problem submissions. Response time for critical/emergency problems during off-shift hours is based on support availability.

Licensing: You are entitled to software support only on the licenses covered by this software support agreement.

Renewal: All copies of the Tech Logic software, including those on servers, workstations, and terminals must be licensed in order to receive support on those copies. Tech Logic reserves the right to refuse software support on unlicensed or unsupported copies of the Tech Logic software.

Exclusions: Any damage to the software or its components caused by misuse, a malicious virus, unauthorized changes in the software, or unsupported operating systems, is specifically not covered under the Software Support Agreement. Requests to implement software to a new server or reinstallation of terminal software will be a quoted activity. Changes to ILS provider and any reconfiguration and/or testing specific to this change will incur additional costs and will be quoted on a per project basis. Onsite requests are billable and quoted at time of request.

Finance Charge: Payment for the program must be received prior to the Effective Date. Delinquent payments shall incur a finance charge of 1.5% per month, with service being suspended until the account is cleared.

Liability: Tech Logic shall not be liable for special, indirect, incidental or consequential damages, whether arising from contract or negligence.

Assignment: This CircIT Software License Agreement and all rights and obligations hereunder shall not be assignable by Library except with the prior written consent of Tech Logic. A change in control shall be deemed an assignment subject to this subsection.

Modification: Any modification or alteration of this CircIT Software License Agreement shall be effective only upon written agreement of the parties thereupon.

Complete Agreement: This CircIT Software License Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. No other representations, understandings, or agreements have been made or relied upon in the making of this Software Service Agreement other than those specifically set forth herein. The parties herein acknowledge that they have read this Software Service Agreement, understand it and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the agreement between the parties.

Signatures:

Tech Logic Corporation

By: _____

Title: _____

Date: _____

Bedford Public Library, TX

By: _____

Title: _____

Date: _____



Council Agenda Background

PRESENTER: James Tindell, Fire Chief

DATE: 05/12/15

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

ITEM:

Consider a resolution authorizing the Interim City Manager to enter into an amended contract with Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, for EMS billing and accounting services to reduce the costs of service fees from 10% to 6.55%. Additionally, this amended contract will provide four handheld computer devices (live scan) for field reporting.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City contracts with Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, to provide all EMS Billing and Reporting services. The services provided under the contract include:

- EMS patient reporting system
- Patient account management
- EMS billing to all insurance, Medicare, Medicaid and private pays
- EMS payment collections
- HIPAA compliance on all patient and billings records
- Trauma reporting to Texas Department of State Health Services
- Statistical and demographic information
- Historical data and archive of records
- 24-hour technical support
- Three hand held computer devices used for paramedic field reporting
- Quality assurance and quality improvement reporting system

Under the terms of the amended contract, Intermedix, Inc. has agreed to provide the City with four handheld computer devices used for paramedic field reporting and a reduction in their service fees from 10% to 6.55%.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Interim City Manager to enter into an amended contract with Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, for EMS billing and accounting services to reduce the costs of service fees from 10% to 6.55%. Additionally, this amended contract will provide four handheld computer devices (live scan) for field reporting.

FISCAL IMPACT:

Based on FY 13/14 revenue of \$1,409,332.18, expenses associated with this amendment would have been \$92,311.26. This would have resulted in a savings of \$48,621.96 for the year. Actual savings will vary depending on revenue.

ATTACHMENTS:

- Resolution
- Contract
- Contract Amendment

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AMENDED CONTRACT WITH ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIX CORPORATION, FOR EMS BILLING AND ACCOUNTING SERVICES TO REDUCE THE COSTS OF SERVICE FEES FROM 10% TO 6.55%. ADDITIONALLY, THIS AMENDED CONTRACT WILL PROVIDE FOUR HANDHELD COMPUTER DEVICES (LIVE SCAN) FOR FIELD REPORTING.

WHEREAS, the City Council of Bedford, Texas acknowledges the necessity to amend the current contract for EMS billing and accounting services with Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation; and,

WHEREAS, the amended contract reduces the service fees from 10% to 6.55% and provides four handheld computer devices for field reporting.

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 Interim City Manager is hereby authorized to enter into an amended contract with Advanced Data Processing, Inc. for the purpose of reducing associated costs for EMS billing and accounting services and upgrading EMS reporting technology.

PRESENTED AND PASSED this 12th day of May 2015, 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

August 1, 2009

Chief Sewell

COPY

**AGREEMENT BETWEEN
CITY OF BEDFORD, TEXAS
AND
INTERMEDIX TECHNOLOGIES, INC. (dba ADPI-INTERMEDIX)
FOR RESCUE AMBULANCE BILLING & RELATED PROFESSIONAL SERVICES.**

THIS AGREEMENT, hereinafter "AGREEMENT", made and entered into this 31 day of July, 2009 by and between the CITY OF BEDFORD, a Texas municipality, with principal offices located at 1816 Bedford Road, Bedford, TX 76021, hereinafter referred to as the "PROVIDER", and Intermedix Technologies, Inc. (dba ADPI-Intermedix), a Delaware Corporation with principal offices located at 6451 North Federal Highway, Suite 1002, Fort Lauderdale, Florida 33308, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the PROVIDER is requesting the CONTRACTOR to provide the required services; and

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which the CONTRACTOR will render those professional services in connection with said project as hereinafter provided;

NOW THEREFORE, the parties hereto agree as follows:

1. DEFINITION OF PROJECT. During the term of this contract, CONTRACTOR shall be exclusively responsible for the billing and collection of all charges and fees relating to the services provided by CONTRACTOR pursuant to Section 2, including but not limited to private insurance, Medicare, Medicaid, and other governmental programs.

2. SCOPE OF SERVICES. The CONTRACTOR shall perform and carry out the work as defined in "EXHIBIT A – Scope of Work", which is attached hereto. All payments shall be paid directly to PROVIDER or via Locked-Box facility as directed by the PROVIDER.

3. TIME OF PERFORMANCE. This AGREEMENT shall be effective for a four-year period from August 1, 2009 through July 31, 2013, under the terms and conditions contained herein unless otherwise terminated. This AGREEMENT shall renew automatically for a period of one additional year at the end of the initial term and any subsequent renewal term unless the AGREEMENT is terminated in accordance with section "12. TERMINATION". All terms and conditions hereof shall remain in full force and effect during any renewal term.

4. COMPENSATION AND METHOD OF PAYMENT.

4.01 The PROVIDER reserves the right to request changes in the services within the general scope of the AGREEMENT to be performed upon mutual agreement by the PROVIDER and CONTRACTOR that shall specify the change ordered and the adjustment of time and compensation required therefore.

4.02 Any services added to the scope of this AGREEMENT by a change order shall be executed in compliance with all other applicable conditions of this AGREEMENT. No claim for

additional compensation or extension of time shall be recognized unless contained in the duly executed change order.

4.03 The CONTRACTOR shall be paid by the PROVIDER a monthly amount representing fees for the services provided computed as:

4.03(a) Eight and seventy-five one-hundredths percent (8.75%) of all monies collected by CONTRACTOR, plus

4.03(b) One and twenty-five one-hundredths percent (1.25%) of all monies collected by CONTRACTOR for use of CONTRACTOR provided field data capturing and reporting system while in possession of up to and including three (3) "Toughbook" type units, Field Automation Software, Administrative Reporting System, including training and support (referred heretofore as "TripTix® Mobile").

4.03(c) an amount of one dollar \$1.00 per NPP Notice for providing billed patient required HIPAA-compliant Privacy Notice per Scope of Work (OPTIONAL work to be added to Exhibit A if desired by the PROVIDER).

Contractor reserves the right to increase these fees if postage is increased by the United States Postal Service, but only to cover additional postage costs.

4.04 CONTRACTOR shall submit the monthly invoices representing fees for the services provided to the City of Bedford, 1816 Bedford Rd, Bedford, TX 76021. The PROVIDER shall issue a check for the amount invoiced less any disputed amounts, within thirty (30) days of receipt and acceptance of an accurate invoice. PROVIDER's obligations hereunder are absolute and unconditional and not subject to set-off, delay, counterclaim, termination or performance. CONTRACTOR will resolve any disputed amounts within 60 days from the date PROVIDER gives notification of a dispute.

4.05 The PROVIDER shall bear the cost of any and all Lock-box services. PROVIDER, should they elect to participate in any credit card acceptance program, agrees to assume and be responsible for all costs associated with such program. All other costs incurred by CONTRACTOR in the performance of services as specified herein (including, but not limited to postage, materials, communications and phone costs and other operating costs) shall be assumed by the CONTRACTOR.

5. DATA MANAGEMENT; DATA ENTRY; ADDITIONAL RECORDS ON TRIPTIX® WEB SYSTEM

5.01 *TripTix® Web System.* CONTRACTOR will grant to PROVIDER electronic access to all records on file regarding PROVIDER including, but not limited to, medical records, billing records, correspondence regarding accounts, and records on personnel including credentials. It shall be the responsibility of PROVIDER to provide its own necessary computer equipment, computer communication equipment capable of connecting to the Internet and accessing CONTRACTOR's Internet server (hereinafter referred to as "TripTix® Web System") except for equipment provided by CONTRACTOR under Section 4.03(b).

5.02 *TripTix® Web System Training.* Upon request of PROVIDER, CONTRACTOR will provide an annual, on-site training class on the use of the TripTix® Web System at a time determined to be mutually convenient to the parties.

5.03 Limitation of Access to TripTix® Web System. Access to data in the TripTix® Web System regarding PROVIDER shall be limited to the employees, representatives and agents of CONTRACTOR and the authorized personnel of PROVIDER. A complete and signed access form for each of PROVIDER's personnel authorized to access the TripTix® Web System must be submitted to and approved by CONTRACTOR. CONTRACTOR shall use its best efforts to maintain the security of the TripTix® Web System, but shall not be responsible for negligence with respect to password security related to PROVIDER's personnel or other breaches beyond CONTRACTOR's reasonable control.

5.04 Data Entry Devices. PROVIDER and CONTRACTOR understand and agree that CONTRACTOR may make available data entry devices (hand-held devices, tablet pc's and/or other data entry devices for the collection and/or transmission of medical information). PROVIDER understands and acknowledges that any of the aforementioned data entry devices provided by CONTRACTOR will be subject to the additional fee described in Section 4.03(b) of this AGREEMENT. Also, in connection with the potential provision of such devices, PROVIDER agrees:

(a) PROVIDER will be responsible for the loss or damage to such devices. PROVIDER agrees to pay (i) the cost of repairs of any such device provided to it or (ii), if the device is irreparable, lost or stolen, for the replacement cost of the device. CONTRACTOR agrees that PROVIDER may obtain insurance for such payments provided that CONTRACTOR is named as a beneficiary under such plan.

(b) PROVIDER may be required to enter into additional agreements with the makers of third-party medical devices (monitors, scanners, EKG machines, etc.) with respect to the transmission of information between the medical device and the data entry device. PROVIDER understands and agrees that CONTRACTOR will not be able to provide data entry devices unless and until agreements are entered into with the third-party manufacturers of such medical devices. PROVIDER understands and agrees that its failure to enter into or reach agreements with such third-parties (and any and all consequences of such failure) shall not be deemed to be a default of CONTRACTOR under this AGREEMENT or any other arrangement between PROVIDER and CONTRACTOR. PROVIDER further understands and agrees that the failure to enter into such agreements with these third parties may hinder PROVIDER's use of certain software features that might otherwise be available to it (for instance, a direct data connection between a medical device and the data entry device).

(c) PROVIDER may be required to obtain new or different medical or other equipment capable of communicating with the data entry devices. PROVIDER understands and agrees that such new or different medical or other equipment must be obtained at PROVIDER's sole cost and expense.

(d) PROVIDER may request CONTRACTOR to support additional medical or other devices. PROVIDER understands and agrees that the costs of developing an interface may be significant and may involve the payment of royalties to the third-party manufacturers of the device. PROVIDER further understands and agrees that CONTRACTOR has no obligation to undertake the development of interfaces with additional medical or other devices.

5.05 Statistical Reporting. Statistical and financial data reports will be available on the TripTix® Web System at all times that the TripTix® Web System is available. The format and content of the statistical data will be established and defined by CONTRACTOR and such reports may be added, modified or deleted without notice to PROVIDER. Notwithstanding the

foregoing, PROVIDER may request specific, custom reports to be available to it at an additional charge to be negotiated between CONTRACTOR and PROVIDER.

5.06 Acknowledgement with Respect to Reports. With respect to each report generated by the TripTix® Web System, PROVIDER acknowledges and agrees:

(a) Each report represents a “snapshot” of a moment in time, and, as such, the snapshot may not be accurate with respect to financial results on the whole.

(b) The underlying data may be subject to correction from time-to-time, which may change the results of the report or its interpretation.

(c) The data represented in the report represents only a limited portion of all data available regarding the PROVIDER's business.

PROVIDER thus further acknowledges and agrees that any particular report may not accurately represent the PROVIDER's then-current or future financial condition.

6. INDEPENDENT CONTRACTORS. The CONTRACTOR is an independent contractor and not an employee or agent of the PROVIDER with the following exception:

To the extent necessary to fulfill its billing and collection efforts under the AGREEMENT, the CONTRACTOR is authorized to sign *in an administrative capacity* for the PROVIDER the following types of standard forms and correspondences only: probate filings; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of the PROVIDER; and insurance filings and related forms. The CONTRACTOR has no authority to sign any document that imposes any additional liability on the PROVIDER.

The CONTRACTOR shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of service by CONTRACTOR. The CONTRACTOR shall be fully responsible for all matters relating to payment of employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters. The CONTRACTOR shall be responsible for its own acts and those of its agents and employees during the term of this AGREEMENT.

7. INDEMNIFICATION. The CONTRACTOR shall indemnify and hold the PROVIDER harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from CONTRACTOR's performance, but only to the extent caused by the willful misconduct or the negligent acts or omissions of CONTRACTOR its employees, agents, representatives, consultants, or its SUBCONTRACTORS.

8. INSURANCE. CONTRACTOR shall procure and maintain for the duration of the AGREEMENT, the following insurance coverage:

- 1) Workers' Compensation Insurance in compliance with the applicable state and federal laws
- 2) General Liability insurance in an amount no less than \$1,000,000 per occurrence.
- 3) Coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivable, contracts and independent contractors and, valuable documents in an amount no less than \$100,000 aggregate;
- 4) Liability coverage for all vehicles whether owned, hired or used in the

amount of \$500,000; and

The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverage

1. The PROVIDER, its officers, officials, employees and volunteers are to be covered as additional insured as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured general supervision of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protections afforded the PROVIDER, its officers, officials, employees or volunteers.

2. The CONTRACTOR's insurance coverage shall be primary insurance as respects the PROVIDER, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the PROVIDER, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the PROVIDER.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the PROVIDER, its officers, officials, employees or volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Companies issuing the insurance policy, or policies, shall have no recourse against the PROVIDER for payment of premiums or assessments for any deductibles and are all at the sole responsibility and risk of Contractor.

b. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the PROVIDER.

Contractor shall furnish the PROVIDER with certificates of insurance and with original endorsements effecting coverage required by this clause if requested. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the PROVIDER before work commences. The PROVIDER reserves the right to require complete, certified copies of all required insurance policies at any time.

9. CONFIDENTIALITY.

9.01 The terms and conditions of this AGREEMENT are confidential and neither party shall release any of the terms hereof to any third party without the prior written consent of the other party, except to the extent necessary to comply with law, the valid order of a court of competent jurisdiction, or the valid order or requirement of a governmental agency. Notwithstanding the foregoing, either party may, without the prior written consent of the other party, disclose the existence of a contractual relationship between the parties.

9.02 *Intellectual Property.* PROVIDER agrees that the equipment, computer hardware and software, billing and collection processing, and other related systems and equipment are the property and trade secrets of CONTRACTOR, and that PROVIDER will not release any

information regarding such trade secrets to any third party without the prior written consent of CONTRACTOR. PROVIDER further agrees that, in connection with the use of certain data entry devices, PROVIDER may gain access to the intellectual property of third parties. PROVIDER understands and agrees that it may be required to enter into agreements with respect to such intellectual property in order to use such equipment. PROVIDER agrees to enter into such arrangements at CONTRACTOR's request.

10. OWNERSHIP OF DOCUMENTS. CONTRACTOR shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. The CONTRACTOR agrees that any and all documents, records, disks, and electronic data produced in the performance of this AGREEMENT shall be the sole property of the PROVIDER, including all rights therein of whatever kind except as may otherwise be provided hereinafter.

11. ATTACHMENTS. The following named attachments are made an integral part of this AGREEMENT:

- A. Scope of Work (**Exhibit A** attached hereto and made a part hereof)
- B. Business Associate Agreement (**Exhibit B** attached hereto and made a part hereof)
- C. Addendum to Service Agreement – TripTix® Mobile Program (**Exhibit C** attached hereto and made a part hereof)

12. TERMINATION. During the time of this AGREEMENT the PROVIDER or CONTRACTOR may terminate this AGREEMENT either for convenience or for default after first giving to the other party ninety (90) days written notice.

For cases of default, the CONTRACTOR shall be given opportunity to cure the default within the allotted period following such written notice. In the event the acts constituting default are a violation of law, CONTRACTOR shall be subject to immediate termination of AGREEMENT.

Upon termination for any cause, the CONTRACTOR shall submit an invoice(s) to the PROVIDER in an amount(s) representing fees for services actually performed or obligations incurred to the date of effective termination for which the CONTRACTOR has not been previously compensated. Upon payment of all sums found due, the PROVIDER shall be under no further obligation to the CONTRACTOR, financial or otherwise.

For purposes of this section, the notice period begins when the CONTRACTOR receives written notice from the PROVIDER.

13. UNCONTROLLABLE FORCES. Neither the PROVIDER nor CONTRACTOR shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this AGREEMENT and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions.

Neither party shall, however, be excused from performance if non-performance is due to forces that are preventable, removable, or remediable nor which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party

describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this AGREEMENT.

14. JURISDICTION, VENUE and ARBITRATION. All questions pertaining to the validity and interpretations of this AGREEMENT shall be determined in accordance with the laws of Texas. Any legal action by either party against the other concerning this AGREEMENT shall be filed in Tarrant County, Texas which shall be deemed proper jurisdiction and venue for the action.

All claims, disputes or controversies arising out of, in connection with or in relation to this AGREEMENT shall be decided by arbitration in accordance with the Commercial Rules of the American Arbitration Association then in force. For claims, disputes or controversies which either Party may have in excess of \$1,000,000, exclusive of claims for interest, attorneys fees and costs, three (3) neutral arbitrators shall be used. Otherwise a single arbitrator shall be used. For purposes of determining the number of arbitrators, the Parties' claims and counterclaims shall not be additive. The arbitration shall be conducted in Tarrant, Texas. The decision of the arbitrator(s) shall be final, binding and enforceable in any court of competent jurisdiction and the Parties agree that there shall be no appeal from the arbitrator(s)' decision except as provided by applicable law. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. The right to arbitrate shall survive the termination of this AGREEMENT. The Parties acknowledge and agree that this AGREEMENT includes activities in Interstate Commerce and that the Federal Arbitration Act, 9 USC §1 et seq shall control and apply to all arbitrations conducted hereunder, notwithstanding any state law provisions to the contrary.

The parties irrevocably agree to be joined as parties in any arbitration proceeding which involves claims, disputes or controversies which either party may have with other parties not a party to this AGREEMENT who are also governed by an arbitration agreement.

The parties hereby irrevocably waive any objection to the joinder of other parties who are not parties to this AGREEMENT to any arbitration proceeding commenced pursuant to where such other parties are also governed by an arbitration agreement.

15. REPRESENTATIONS. PROVIDER and CONTRACTOR agree that this AGREEMENT constitutes a legal, valid and binding obligation for each party, enforceable against such party in accordance with its terms (subject always to applicable bankruptcy, insolvency, receivership and other similar laws relating to or affecting the enforcement of creditor's rights generally and to general principles of equity). Further, CONTRACTOR and PROVIDER warrant and represent to each other:

that each (i) is duly formed and organized and validly existing under the laws of the jurisdiction of its formation, (ii) is properly qualified to do business and is in good standing under the laws of each jurisdiction in which it does business, (iii) has all necessary corporate or similar power and authority to execute and deliver this AGREEMENT and to consummate the transaction contemplated hereby; and

that this AGREEMENT, its execution and the fulfillment and compliance with the terms and conditions hereof, do not violate or conflict with any provision of or result in any breach of or default under any (i) organizational documents of each party, (ii) law or judicial, award, or similar decree, or (iii) agreement, to which PROVIDER or CONTRACTOR, for CONTRACTOR's representations and warranties, or PROVIDER, for PROVIDER's representations and warranties, are bound.

16. EXPORT LAWS. PROVIDER shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which PROVIDER receives delivery of the Licensed Software which pertain to the Licensed Software.

17. ASSIGNMENT OF AGREEMENT. Except to a parent, subsidiary, or affiliate, the CONTRACTOR shall not sell, transfer, assign or otherwise dispose of this AGREEMENT or any part thereof or work provided therein, or of its right, title or interest therein, unless otherwise provided in the AGREEMENT, without express prior written consent by the PROVIDER.

18. NOTICES. Any notice given or required to be given under this AGREEMENT shall be in writing and shall be addressed to the Parties hereto at the addresses set out below. Any such notices shall be deemed to have been given (i) if mailed, then three (3) Days following the date such notice is placed in the United States mail in a postage paid wrapper, registered or certified with return receipt requested, addressed to the appropriate Party at the address set forth above for such Party, or to the last address provided in writing to the other Party by the addressee, or (ii) if by any other method, when actually received. Either Party may change its address for the purpose of this AGREEMENT by notice in writing to the other Party in accordance herewith.

To the **PROVIDER:**

City of Bedford
ATTN: Fire Chief
1816 Bedford Rd
Bedford, TX 76021

To the **CONTRACTOR:**

Brad Williams
Vice President, Finance
Intermedix Technologies, Inc.
6451 North Federal Highway, Suite 1002
Fort Lauderdale, Florida 33308

19. SEVERABILITY. Should any part, term or provision of this AGREEMENT be by the courts decided to be illegal or in conflict with any law of Texas, the validity of the remaining portions or provisions shall not be affected thereby.

20. ENTIRE AGREEMENT. This AGREEMENT contains the entire agreement between the parties. The CONTRACTOR represents that in entering into this AGREEMENT it has not relied on any previous oral and/or implied representations, inducements or understandings of any kind or nature.

[signature pages to follow]

IN WITNESS OF THE FOREGOING, the PROVIDER has caused this AGREEMENT to be signed by its PROVIDER Administrator, attested as indicated, and the CONTRACTOR has executed this Agreement effective as of the date set forth above.

ATTEST:

BY: *Shanae Jennings*
City Secretary

City of Bedford

By: *Bob Adams*
City Manager

Date: 7/21/09

CONTRACTOR
Intermedix Technologies, Inc. (dba ADPI-Intermedix)
A Delaware Corporation

Doug Shamon
DOUG SHAMON,
PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA
BROWARD COUNTY

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared **Doug Shamon, as President of Intermedix Technologies, Inc. (dba ADPI-Intermedix)**, a Delaware corporation, and acknowledged execution of the foregoing **AGREEMENT** for the use and purposes mentioned in it and that the instrument is the act and deed of the **Contractor**.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at Ft. Lauderdale in the State and County aforesaid on July 30, 2009.

Cindy R. Gardner
Notary Public, State of Florida

My Commission expires:

5/12/2013

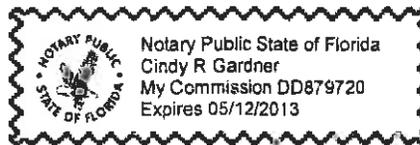


Exhibit A

Scope of Services

CONTRACTOR shall provide complete medical billing and accounts receivable management services for PROVIDER's ambulance services in accordance with the responsibilities outlined below.

CONTRACTOR's Responsibilities:

CONTRACTOR will provide timely and accurate billing services for emergency medical treatment and transport services utilizing information provided by PROVIDER and information obtained from other reliable sources.

All services will be provided as stated below. The following is a summary of these responsibilities:

1. Provide billing and accounts receivable management services to PROVIDER as required on a case-by-case basis.
2. Ensure that all required documentation and agreements with payors (e.g. Medicare, Medicaid, Champus, etc.) are filed and maintained and that the PROVIDER is kept apprised of important changes to industry regulations.
3. Ensure knowledge of different industry insurance plans and will ensure that every billable claim is pursued.
4. Provide reasonably necessary training periodically, as requested by PROVIDER, to PROVIDER's Emergency Medical personnel regarding the gathering of the necessary information and proper completion of run tickets.
5. Provide prompt submission of Medicare, Medicaid and insurance claims after receiving completed run ticket and corresponding insurance claim information. Secondary insurance claims shall be submitted after the primary insurance payor has paid.
6. Provide follow-up on rejected and inactive claims.
7. Utilize most up-to-date knowledge and information with regard to coding requirements and standards, to ensure compliance with applicable Federal, State and local regulations.
8. Reconcile the number of transports processed with those received
9. Provide a designated liaison for patient/payor concerns.
10. Provide all customer-related inquiry services and prepare additional third-party claims or patient payment arrangements based on this information exchange.
11. Provide a toll free telephone number for patients to be answered as designated by the PROVIDER.

12. Facilitate proper security of confidential information and proper shredding of all disposed materials containing such information.
13. Establish arrangements with hospitals to obtain/verify patient insurance and contact information.
14. Respond to any PROVIDER or patient inquiry or questions promptly
15. Maintain appropriate accounting procedures for reconciling all deposits, receivables, billings, patient accounts, adjustments and refunds.
16. Provide access to PROVIDER for all requested information in order for PROVIDER to perform appropriate and periodic audits. Reasonable notice will be given to CONTRACTOR for any planned audit and will be conducted during normal business hours of CONTRACTOR
17. Provide timely comprehensive reports facilitating all required aspects of monitoring, evaluating, auditing and managing the services provided. Process refund requests and provide the PROVIDER with documentation substantiating each refund requested.
18. Provide PROVIDER all unpaid invoices along with the complete processing history once collection efforts are exhausted.

Specific Scope Compliance

The CONTRACTOR will provide the specific services:

19. Assign billing patient numbers providing cross-reference to the PROVIDER'S assigned transport numbers.
20. Utilize internal proprietary and/or external commercially available resources to identify patients and locate potential insurer information in accordance with law and generally acceptable business practices.
21. Provide accurate coding of medical claims.
22. Make recommendations for fee schedule changes and regularly advise on changes in statutes and industry regulations.
23. Respond to all patients' requests and inquiries, either written or verbal.
24. Accounts will be processed within the following guidelines unless express written permission advising otherwise is received from the PROVIDER by the CONTRACTOR:
 - a. Accounts will be actively pursued for payment for at least 120 days. At the end of the 120 day period, there will have been at least 3 attempts at collecting the amount due except for those accounts where materially insufficient demographic information exists to pursue the account.
 - b. PROVIDER grants to CONTRACTOR the express ability to settle an account for no less than 70% of the billed amount, and to effect any negotiations necessary

to accomplish this tasking. Offers of less than 70% require express written consent of the PROVIDER.

- c. CONTRACTOR may establish payment plans for patients unable to pay the amount due in full, provided no payment plan exceeds 12 monthly payments in term and the total amount to be paid is no less than 70% of the total billed amount.
 - d. If reasonable efforts have been made to collect an account and such efforts have not been successful, CONTRACTOR shall have the right to terminate collection efforts and close the account as unpaid debt. As used herein, "reasonable efforts" shall be as outlined in paragraph "24-a" immediately above. CONTRACTOR shall notify PROVIDER on a mutually agreeable recurring basis of the accounts that CONTRACTOR deems uncollectable pursuant to this section, and shall forward rosters of the collection efforts for those accounts if requested.
 - e. Uncollectable accounts shall either be returned to the CITY for additional collections activity actions, or referred to the CONTRACTOR's sub-contracted collections agency for collections activity. Accounts referred to the CONTRACTOR's sub-contracted collections agency will incur a 20% fee on any amount collected through the sub-contracted collections agency, and not subject to the provisions of Section 4.03(a) and/or Section 4.03(b) as applicable.
25. Provide for facilities to permit real-time read only electronic look-up access by PROVIDER to CONTRACTOR'S system to obtain patient data and billing information.
26. Maintain records in an electronic format that is readily accessible by the PROVIDER personnel and that meets all federal and state requirements for maintaining patient medical records.
27. Maintain daily deposit control sheets and original documentation
28. Create, implement and comply with a Compliance Plan consistent with the intent and activities included in the U.S. Office of Inspector General (OIG) Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998).
29. Provide reporting of trauma data required by the Texas Department of State Health Services (TDSHS) with connectivity/interface in a format reasonably required by the State.

PROVIDER's Responsibilities:

- 1. PROVIDER will provide CONTRACTOR with patient encounter information on a timely basis and in sufficient detail to support diagnosis and procedure coding. PROVIDER will also provide patient demographic information necessary for accurate patient identification including name, address, social security number, date of birth, and telephone number. Where possible, PROVIDER will obtain and provide CONTRACTOR with patient health insurance, auto insurance, or other insurance information.

2. PROVIDER will provide CONTRACTOR with necessary documents required by third parties to allow for the electronic filing of claims by CONTRACTOR on PROVIDER's behalf.
3. PROVIDER will provide CONTRACTOR with its approved billing policies and procedures including fee schedules and collection protocols. PROVIDER will be responsible for engaging any third party collection service for uncollectible accounts after CONTRACTOR has exhausted its collection efforts in accordance with .
4. PROVIDER will timely process refunds identified by CONTRACTOR for account overpayments.
5. PROVIDER will provide a Lock Box address to CONTRACTOR and will instruct Lock Box to forward all Lock Box documents to CONTRACTOR for processing if PROVIDER desires to utilize the services of a Lock Box entity.
6. PROVIDER will provide CONTRACTOR with Daily Bank Balance Reporting capabilities via the bank's designated web site.
7. PROVIDER will cooperate with CONTRACTOR in all matters to ensure proper compliance with laws and regulations.

Exhibit B

Business Associate Addendum

CONTRACTOR the "Business Associate" and PROVIDER hereby add the following additional language to the AGREEMENT.

1. CONTRACTOR shall carry out its obligations under this Addendum in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the Billing Services provided hereunder. In conformity therewith, CONTRACTOR agrees that it will:
 - a. Not use or further disclose PHI except as permitted under this Addendum or required by law;
 - b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Addendum;
 - c. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR in violation of this Addendum.
 - d. Report to PROVIDER any use or disclosure of PHI not provided for by this Addendum of which CONTRACTOR becomes aware;
 - e. Ensure that any agents or subcontractors to whom CONTRACTOR provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI;
 - f. Make PHI available to PROVIDER and to the individual who has a right of access as required under HIPAA within 30 days of the request by PROVIDER regarding the individual;
 - g. Incorporate any amendments to PHI when notified to do so by PROVIDER;
 - h. Provide an accounting of all uses or disclosures of PHI made by CONTRACTOR as required under the HIPAA privacy rule within sixty (60) days;
 - i. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining CONTRACTOR's and PROVIDER's compliance with HIPAA; and
 - j. At the termination of the AGREEMENT, return or destroy all PHI received from, or created or received by CONTRACTOR on behalf of PROVIDER, and if return is not feasible, the protections of this Addendum will extend to such PHI.

2. The specific uses and disclosures of PHI that may be made by CONTRACTOR on behalf of PROVIDER include:
 - a. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by PROVIDER to its patients;
 - b. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
 - c. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by PROVIDER to its patients or to appeal denials of payment for same.
 - d. Uses required for the proper management of CONTRACTOR as business associate.
 - e. Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.
3. As part of the contract agreement, Intermedix acknowledges its obligations as your Business Associate under the requirements of the Identity Theft Red Flag Rules promulgated under the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules") found in 16 C.F.R. Part 681.
 - a. We agree to ensure that our activities for you are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.
 - b. We agree to have in place policies and procedures to detect relevant Red Flag incidents that may arise in the performance of services on your behalf.
 - c. We agree that will use reasonable efforts to ensure that any agent or third party who performs services on our behalf in connection with your accounts, including a subcontractor, agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.
 - d. We agree to alert you of any Red Flag incident of which we become aware, and the steps we take to mitigate any potential security compromise that may have occurred, and provide a report of any threat of identity theft as a result of the incident.
4. Notwithstanding any other provisions of this AGREEMENT or Addendum, the AGREEMENT may be terminated by PROVIDER if CONTRACTOR has violated a term or provision of this Addendum pertaining to CONTRACTOR's material obligations under the HIPAA privacy rule, or if CONTRACTOR engages in conduct which would, if committed by PROVIDER, result in a violation of the HIPAA privacy rule by PROVIDER.

Exhibit C
Addendum to Service Agreement
(TripTix® Mobile System Program)

This Addendum to the AGREEMENT (the "Addendum") hereby adds the following language to the AGREEMENT.

WHEREAS, CONTRACTOR has developed the "TripTix® Mobile System" system running on various hardware platforms to enter medical records and data into and interact with its main billing and medical records system (the "Product" as more particularly defined herein) that CONTRACTOR is willing to make available under license to PROVIDER upon the terms herein set forth; and

WHEREAS, PROVIDER has expressed a desire to use the Product; and

WHEREAS, PROVIDER acknowledges that, in connection with the provision of the Product and the TripTix® Mobile System devices, CONTRACTOR is incurring significant costs per unit and, in some cases, per User out of pocket expenses;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein and for other good and valuable consideration the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I. DEFINITIONS

1.01 Definitions. For all purposes of this Addendum, the following definitions shall apply:

"Confidential Technical Information" shall mean any and all technical information of the designated Party except:

technical information which at the time of disclosure is in the public domain;

technical information which after disclosure is published or otherwise becomes a part of the public domain through no fault of the recipient (but only after it is published or otherwise becomes part of the public domain);

technical information which the recipient can show was in its possession at the time of disclosure and it was not acquired, directly or indirectly, from the other Party hereto; or

technical information which was received by the recipient after the time of disclosure hereunder from a third party who did not acquire it, directly or indirectly, from the disclosure Party under an obligation of confidence.

For the purpose of this definition, specific technical information disclosed by one Party to the other pursuant to the provisions of this Addendum shall not be deemed, as to the recipient, to be within any of the above exceptions merely because it is embraced by more general information within one of the said exceptions. In addition, any combination of features disclosed by one Party to the other pursuant to the provisions of this Addendum shall not be deemed, as to the recipient, to be within any of the above exceptions merely because individual features of the combination are within any of said exceptions, but only if the combination itself and its principle of operation are within one of the said exceptions.

"Contract Rights" shall mean Intellectual Property and any other rights and interests of PROVIDER or CONTRACTOR in and under this Addendum, including other assets relating to the Product.

"Customizations" shall mean any changes to the Licensed Software requested by PROVIDER and agreed to by CONTRACTOR for increased or different functionality of the Licensed Software.

"Day" or "Days" shall mean a continuous calendar day.

"Documentation" shall mean any technical or instructional materials for the Licensed Software that are delivered to PROVIDER by CONTRACTOR.

"Defaulting Party" shall mean either CONTRACTOR or PROVIDER to this Addendum who has been served with written notice that it is not in compliance with any term to this Addendum.

"Effective Date" shall mean the date on which the Initial Fee is paid or, if no Initial Fee is required, the date on which the last party to this Addendum executed it.

"First Day of Service" shall mean, with respect to each Product Unit, the first day such Product Unit is delivered to PROVIDER.

"Initial Period" shall mean, with respect to each Product Unit, the initial three-year period following the delivery of the Product Unit to PROVIDER.

"Intellectual Property" shall mean all of CONTRACTOR's rights in and to the Product, including, without limitation, CONTRACTOR's copyrights, trademarks, trade dress, trade secrets, patents and patent applications (if any), and "know how" and any other proprietary information developed by CONTRACTOR relevant to the Product.

"Initial Fee" shall mean, with respect to each Product Unit, the Third-Party Intellectual Property Royalty Payments required in connection with such Product Unit.

"Licensed Software" means the copies of CONTRACTOR's software programs as are contained in the Product, including any Documentation included therewith. CONTRACTOR may, at its sole discretion, provide corrections and modifications to the Licensed Software from time to time.

"Licensed Territory" shall mean any geographical area in which PROVIDER operates its emergency medical service throughout the term of this addendum.

"Material Breach" shall have the meaning given to it in Article 5 of this Addendum.

"Material Non-Monetary Breach" shall have the meaning given to it in Article 5 of this Addendum.

"Product" shall mean, collectively, each Product Unit (a tablet PC, personal digital assistant or similar device), the Licensed Software, any Customizations with respect to one or more of the Product Units delivered to PROVIDER, and any Third-Party Intellectual Property, as licensed to PROVIDER under the terms and conditions of this Addendum.

"Product Unit" shall mean a single data collection device delivered pursuant to the terms and conditions of this Addendum containing one or more elements of the Product but shall not mean any ancillary devices or products provided by persons other than CONTRACTOR.

"Third-Party Interface Devices" shall mean those devices that interface with the Product to transfer information, including medical monitoring devices for which Third-Party Intellectual Property Royalty Payments are made.

~~"Third-Party Intellectual Property Rights" shall mean the intellectual property rights of any third-party used in connection with the Product.~~

"Third-Party Intellectual Property Royalty Payments" shall mean the payments to be made directly by PROVIDER or, indirectly, on PROVIDER's behalf, as consideration for the licensing of any Third-Party Intellectual Property Rights.

"Updates" shall mean any and all revisions to the Licensed Software, and the Customizations or any other part of the Product, if any, as shall be delivered by CONTRACTOR to the PROVIDER from time to time.

"Users" shall mean any employees or independent contractors of PROVIDER, all of whom shall have the right to use the Licensed Software, Customizations and any Documentation pursuant to the terms and conditions of this Addendum.

ARTICLE II. PRICE AND PAYMENT

2.01 Adjustment to Rates of Compensation under the AGREEMENT. The compensation due and owing CONTRACTOR by PROVIDER shall be increased as described in Section 4.03(b) of the AGREEMENT during the Term of this Addendum.

2.02 License Fees. In addition to the payments required pursuant to the provisions of Section 4.03(b) of the AGREEMENT, PROVIDER shall make the payments in connection with Third-Party Intellectual Property Royalty Payments as further set out on Schedule 2.01 hereto.

In the event that PROVIDER terminates this Addendum within the first 12 months, it shall pay an early termination fee as set out on Schedule 2.02 hereto

2.03 Payment Terms. All undisputed amounts shall be paid within thirty (30) days of receipt of a valid invoice.

2.04 Taxes. PROVIDER shall pay all taxes, duties or charges of any kind (including withholding or value added taxes) imposed by any federal, state, or local governmental entity for Licensed Software or Products and supporting training and Documentation and related materials and maintenance provided during the term of this Addendum, excluding only taxes based solely on CONTRACTOR's income.

PROVIDER shall indemnify and hold CONTRACTOR harmless from all claims and liability arising from PROVIDER's failure to discharge or pay any and all such taxes, duties, or charges.

ARTICLE III. PROPRIETARY RIGHTS

3.01 PROVIDER acknowledges that CONTRACTOR and its suppliers, including, without limitation, the suppliers of licenses of Third-Party Intellectual Property Rights, have, retain and own all right, title and interest in and to the Licensed Software, the Customizations, the Updates, any Documentation, and all patent, copyright, trademark and service mark and trade name and the goodwill associated therewith, trade secret, inventions, technology, ideas, know-how, and all other intellectual property rights and all other rights pertaining thereto. All such right, title and interest shall be and remain the sole property of CONTRACTOR. PROVIDER shall not be an owner or holder of any copies of, or have any interest in the Licensed Software or any Updates, Customizations, and Documentation but rather, such Licensed Software, Releases and Updates and Documentation are solely licensed for use pursuant to this Addendum. Neither PROVIDER nor its Users shall: (i) remove any copyright, patent or other proprietary legends from the Licensed Software or any Product; (ii) sub-license, lease, rent, assign, transfer or distribute Licensed Software or any Product to any third party; (iii) alter, modify, copy, enhance or adapt the Licensed Software or any Product; (iv) attempt to reverse engineer, covert, translate, decompile, disassemble or merge the Licensed Software or any Product with any other software or materials; (v) otherwise create or attempt to create any derivative works from this Licensed Software or any Product, or permit persons who are not Users any access to the Licensed Software or its operations, and any attempt to do any of the above shall void all warranties given PROVIDER by CONTRACTOR.

ARTICLE IV. TERM AND TERMINATION

4.01 *Generally.* The term of this Addendum shall begin on the Effective Date and shall continue until the end of the Initial Period of the last Product Unit delivered pursuant to the terms and provisions of this Addendum ("Initial Term"). CONTRACTOR's Maintenance and Support obligations, as well as its development commitments, shall continue until the end of the Initial Term at the fees set forth by the AGREEMENT provided, however, that PROVIDER or CONTRACTOR may terminate this Addendum pursuant to the terms and provisions of this Addendum.

4.02 *Termination.* Notwithstanding any other language herein or in the AGREEMENT, a termination of the Addendum shall not operate to terminate the AGREEMENT, but a termination of the AGREEMENT shall operate as a termination of this Addendum. Notwithstanding anything to the contrary herein or in the AGREEMENT, a termination of the AGREEMENT may be deemed to be an elective termination and a default under this Addendum.

4.03 *Termination of the Addendum.*

Termination by PROVIDER upon CONTRACTOR Material Breach. *PROVIDER may terminate this Addendum (but not the AGREEMENT) without obligations to pay an early termination payment, if CONTRACTOR commits a Material Non-Monetary Breach which breach, if capable of being cured, is not cured within 30 days of a written notice of termination*

Termination by PROVIDER without CONTRACTOR Material Breach. *PROVIDER may terminate this Addendum (but not the AGREEMENT) at any time by providing notice to CONTRACTOR, making payment in full of the required early termination payment disclosed on Schedule 2.01 with respect to EACH Product Unit delivered pursuant to this Addendum and returning all Product Units to CONTRACTOR.*

Termination by CONTRACTOR upon PROVIDER Material Breach. CONTRACTOR may terminate this Addendum if PROVIDER commits

a Material Monetary Breach PROVIDER fails to pay any undisputed amount due under this Addendum within 20 days after written notice of such nonpayment or

a Material Non-Monetary Breach, which breach, if capable of being cured, is not cured within 30 days of a written notice of termination.

4.04 Any termination of the Addendum shall not:

release PROVIDER or CONTRACTOR from any claim of the other accrued hereunder prior to the effective date of such termination;

release PROVIDER or CONTRACTOR from their obligations under Article VII or Sections 4.05 and 4.06, respectively, unless otherwise released by the further terms hereof;

4.05 Upon termination of this Addendum, CONTRACTOR shall remain the sole owner of the Product and all intellectual property and goodwill associated therewith, and PROVIDER shall assert no rights thereto.

4.06 *Delivery of Materials.* Upon termination of this Addendum for any reason, PROVIDER shall immediately discontinue use of the Product including all Documentation and within ten (10) days return each of the Product Units and certify in writing to CONTRACTOR that all copies, extracts or derivatives of any item comprising the Product, including all Documentation, in whole or in part, in any form, have either been delivered to CONTRACTOR or destroyed in accordance with CONTRACTOR's instructions. All payments made by PROVIDER to CONTRACTOR hereunder are non-refundable.

ARTICLE V. BREACH OF ADDENDUM

5.01 *Material Non-Monetary Breaches.*

PROVIDER Material Non-Monetary Breach. *For purposes of this Addendum, as respects a breach by a PROVIDER, a "Material Non-Monetary Breach" includes any breach of its or its User's obligations with respect to Proprietary Rights, Confidentiality, or any material breach of a party's representations or warranties under this Addendum.*

CONTRACTOR Material Non-Monetary Breach. *For purposes of this Addendum, as respects a breach by CONTRACTOR, a "Material Non-Monetary Breach" includes any material breach of its Maintenance and Support obligations or any material breach of its representations or warranties under this Addendum.*

CONTRACTOR and PROVIDER Material Non-Monetary Breach. *For purposes of this Addendum, as respects a breach by either CONTRACTOR or PROVIDER, it shall be a "Material Non-Monetary Breach" if such party (i) terminates or suspends its business or operations, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes which are not rescinded within forty-five (45) days.*

5.02 *Material Monetary Breaches.* For purposes of this Addendum, as respects a breach by either CONTRACTOR or PROVIDER, it shall be a "Material Monetary Breach" with respect to such party if:

Such party fails to make any Third-Party Intellectual Property Royalty Payment as required under any agreement with such third party;

Such party fails to make payments due under the terms of this Addendum or the AGREEMENT when and as due; or

Such party fails to reimburse the other party for payments made on its behalf for Third-Party Intellectual Property Royalty Payments.

ARTICLE VI. LICENSE

6.01 License. Commencing on the Effective Date and subject to the terms and conditions of this Addendum, CONTRACTOR grants PROVIDER a non-exclusive, non-transferable license, to use the Product in the Licensed Area by the Users. This license does not constitute a sale of the Product or any portion or piece thereof or of any copies of Licensed Software, Customizations or Documentation.

6.02 Delivery and Acceptance. CONTRACTOR will deliver to PROVIDER, the Product at mutually agreeable times, after or simultaneously with the later of date of the execution of this Addendum or Effective Date, or as otherwise provided.

6.03 No Other Rights. Except to exercise the license of Section 6.01 and its rights specifically granted under this Addendum, PROVIDER shall have no rights to own, use or otherwise exercise dominion over the Product. Except as otherwise permitted under this Addendum, PROVIDER may not rent, lease, loan, sell or otherwise distribute the Product or any derivative works based upon the Licensed Software in whole or in part.

6.04 Right of Audit. Either party may audit and inspect the other party's physical and electronic records solely to verify such party's compliance with the terms of this Article VI. PROVIDER hereby agrees to the remote electronic survey of the Licensed Software licensed hereunder, provided PROVIDER is provided ten (10) business day's prior written notice of such survey and provided further that such audit is conducted in a reasonable manner. In addition, upon written request from the other party, each party shall provide or obtain physical access to such records to either the requesting party or an independent auditor chosen by the party for the purposes of audit. All physical audits of PROVIDER will be conducted at the business premises in which the Licensed Software is installed or accessed during regular business hours during the term of this Addendum. Audits will be conducted no more frequently than once annually. All individuals performing such audits, including independent third party auditors, must be bound by confidentiality obligations consistent with this Addendum.

6.05 Material Change to Product. If there is any material change in any rules, orders, laws or regulations governing the manner in which this Product operates or in the data provided by third parties (such as changes in the manner of operation of global distribution systems or standards in wireless or non-wireless communications protocols); then upon written notice to PROVIDER, CONTRACTOR will have the right, retroactive to the date of such material change, to modify the way in which this Product delivers data in order to comport with any change in law or regulations or functionality governing the Product. All data used by CONTRACTOR for testing and development shall be supplied by PROVIDER at its expense to CONTRACTOR promptly upon request by CONTRACTOR to PROVIDER.

ARTICLE VII. LIMITED WARRANTY AND DISCLAIMER:

7.01 Software Media Warranty. CONTRACTOR warrants that each Product Unit delivered to PROVIDER will be free from material defects when delivered. CONTRACTOR's entire liability and PROVIDER's exclusive remedy under this warranty will be to replace the media on which such Product was delivered. CONTRACTOR shall have no obligation to replace any defective media which is not returned to CONTRACTOR within the warranty period or which has failed because of accident, abuse or misapplication.

7.02 Software Warranty. CONTRACTOR warrants that for a period of 90 days from the delivery of a Product Unit identified by CONTRACTOR as being fully functional for production at the site designated by CONTRACTOR, the Product, if properly used by PROVIDER, shall operate in conformity with the Documentation for such Product, if any. CONTRACTOR does not warrant that any Product will meet all of PROVIDER's requirements or that the use of any Product will be uninterrupted or error free.

7.03 Grant of Standard Warranties Only. NEITHER CONTRACTOR NOR ANY OF ITS SUPPLIERS MAKE ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR IN ANY COMMUNICATION WITH PROVIDER WITH RESPECT TO THE PRODUCT OR OTHER ITEMS DELIVERED PURSUANT TO THIS ADDENDUM THAT IS NOT PART OF THE STANDARD WARRANTY OFFERED BY CONTRACTOR TO ITS OTHER CUSTOMERS. CONTRACTOR's sole and exclusive liability, and PROVIDER's sole and exclusive remedy, shall be, at CONTRACTOR's sole election, to terminate this Addendum, at which time, PROVIDER shall immediately deliver each Product Unit and any related Documentation to CONTRACTOR; provided, however, CONTRACTOR may elect, to attempt, through reasonable efforts, to: (a) correct any material nonconformities discovered within the Warranty Period, (b) replace the nonconforming Product. The above remedies are available only if CONTRACTOR is promptly notified in writing, within the warranty period, upon discovery of the nonconformities by PROVIDER and CONTRACTOR's examination of the Product discloses that such nonconformities exist, and that the Product has not been (i) altered or modified; (ii) subjected to negligence, or computer or electrical malfunctions; (iii) used, adjusted, or installed other than in accordance with the instructions furnished by CONTRACTOR; or (iv) modified for custom development by CONTRACTOR for PROVIDER as agreed in an Order. ANY REFUND OF FEES PROVIDED HEREUNDER (WHICH MAY BE UNDERTAKEN AT CONTRACTOR'S SOLE AND COMPLETE DISCRETION) SHALL BE DEEMED A TERMINATION OF THIS ADDENDUM (AND ANY RELATED MAINTENANCE) AND SHALL BE PROVIDER'S SOLE AND EXCLUSIVE REMEDY FOR REJECTION OF THE PRODUCT(S) AND NEITHER PARTY SHALL HAVE ANY FUTURE OBLIGATIONS OR LIABILITY HEREUNDER WITH RESPECT TO SUCH PRODUCT(S). THIRD PARTY INTELLECTUAL PROPERTY PAYMENTS SHALL NOT BE REFUNDABLE IN FULL OR IN PART.

7.04 Information/Disclaimer of Warranties with Respect to Data and Information Provided by Third Parties.

Some information transmittable or accessible through any Product Unit may have been obtained through sources believed to be reliable (such as various Internet providers, real-time data provided by GPS systems or medical devices or other third party information sources). PROVIDER agrees that CONTRACTOR shall not have any liability whatsoever for the accuracy, completeness, timeliness or correct sequencing of the information, or for any decision made or action taken by the PROVIDER in reliance upon such information or the Product. PROVIDER further agrees that CONTRACTOR shall have no liability whatsoever for the transmission, non-transmission or partial transmission of data through third-party data systems and that such transmission shall be undertaken at PROVIDER's sole risk, cost and expense.

CONTRACTOR and its third party suppliers do not warrant to the PROVIDER that any Product will meet PROVIDER's requirements or that access to the Product, or the operation of the Product, will be uninterrupted, error-free, that all errors will be timely corrected by third party's providing of information, or that the data and/or reports generated by the Product will be accurate in the event that third party information providers have provided inaccurate information.

7.05 DISCLAIMER. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THIS ADDENDUM AND THEIR OWN WILLFUL MISCONDUCT, CONTRACTOR DOES NOT MAKE ANY WARRANTIES EXPRESS, IMPLIED, STATUTORY OR IN ANY COMMUNICATION WITH PROVIDER WITH RESPECT TO THE LICENSED SOFTWARE, ANY SERVICES OR ANY PRODUCT, AND CONTRACTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATIVE OF CONTRACTOR SHALL

HAVE THE RIGHT TO MAKE WARRANTIES ON CONTRACTOR'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF CONTRACTOR. EXCEPT WITH RESPECT TO THEIR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, ARISING IN ANY WAY OUT OF THIS ADDENDUM UNDER ANY CAUSE OF ACTION, WHETHER OR NOT CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON.

Schedule 2.01

Third-Party Intellectual Property Royalty Payments

In addition to the other compensation required under this Addendum, Third-Party Intellectual Property Payments shall be made as follows:

Licensing/Royalty agreement to be executed between PROVIDER and the manufacturer of the PROVIDER's defibrillating equipment when the manufacturer has cleared the TripTix® Mobile System equipment for direct interface between their equipment and the CONTRACTOR provided data devices.

AND NO OTHER

Schedule 2.02

Initial Term Early Termination Payments

The Initial Term Early Termination Payments with respect to each Product Unit are as follows:

	Period	Amount
(1)	For an Early Termination during the first 12 months from the beginning of the Term:	\$4,500
(2)	For an Early Termination during the remainder of the Term:	\$---0---

**AMENDMENT NO. 1 TO THE SERVICE AGREEMENT BETWEEN
CITY OF BEDFORD
AND
ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIIX CORPORATION, A DELAWARE
CORPORATION**

This Amendment No.1 (“Amendment”) is made and entered this 1st day of April, 2015 (the “Effective Date”) by and between City of Bedford, a Texas municipality, with principal offices located at 1816 Bedford Road, Bedford, TX 76021 (“PROVIDER”) and Advanced Data Processing, Inc., d/b/a Intermedix, a Delaware Corporation, f/k/a Intermedix Technologies, Inc. with principal offices located at 6451 North Federal Highway, Suite 1000, Fort Lauderdale, FL 33308 (“CONTRACTOR”).

WHEREAS, the PROVIDER and CONTRACTOR are parties to a Service Agreement between City of Bedford and Advanced Data Processing, Inc., d/b/a Intermedix a Delaware Corporation, effective July 21, 2009, as amended and restated (“AGREEMENT”):

NOW THEREFORE, the PROVIDER and CONTRACTOR agree to amend the AGREEMENT as follows:

1. Section 3 (“**TIME OF PERFORMANCE**”) is deleted in its entirety and replaced as follows:

“3. TIME OF PERFORMANCE. This AGREEMENT shall be effective April 1, 2015 through March 31, 2018, under the terms and conditions contained herein unless otherwise terminated. This AGREEMENT shall renew automatically for additional (1) one-year periods at the end of the initial term and any subsequent renewal term unless the AGREEMENT is terminated in accordance with section “12. TERMINATION”. All terms and conditions hereof shall remain in full force and effect during any renewal term.”

2. Subsections 4.03, 4.03 (a), 4.03 (b) and 4.03 (c) of Section 4 (“**COMPENSATION AND METHOD OF PAYMENT**”) are deleted in its entirety and replaced as follows:

“4.03. The CONTRACTOR shall be paid by the PROVIDER a monthly amount representing fees for the services provided by CONTRACTOR hereunder, computed as:

4.03 (a). Five and ten one-hundredths percent (5.10%) of all monies collected by CONTRACTOR less refunds (“Net Collections”), plus

4.03 (b). One and forty-five one-hundredths percent (1.45%) of all monies collected for use of CONTRACTOR provided field data capturing and reporting system consisting of four (4) Pen-based Panasonic “Toughbook” Units, Field Automation Software, Administrative Reporting System, including training and support (referred heretofore as “TripTix®”), less refunds (“Net Collections”).

CONTRACTOR reserves the right to increase these fees if postage is increased by the United States Postal Service, but only to cover additional postage costs.”

IN WITNESS WHEREOF, the parties have executed this Amendment to the above-referenced AGREEMENT effective as of the Effective Date.

**PROVIDER:
CITY OF BEDFORD**

By: _____
City Manager

**CONTRACTOR:
ADVANCED DATA PROCESSING, INC.,
D/B/A INTERMEDIX a DELAWARE CORPORATION**

By: _____
Michael Wallace, Executive Vice President/CFO



Council Agenda Background

PRESENTER: Wendy Hartnett, Special Events Manager

DATE: 05/12/15

Council Mission Area: Encourage citizen involvement.

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Pyro Shows for the 2015 4thFest Fireworks Program in the amount of \$30,000.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Western Enterprises has been the pyrotechnic company for 4thFest for over 20 years; however, two of the last three shows have resulted in major production issues. Due to the highly technical nature of this work and the ability to safely provide the program, it is the staff's recommendation that the City use a new company that also has a working knowledge of the site and surroundings.

Pyro Shows has a 46 year history of providing fireworks entertainment throughout the world. From Stockholm, Sweden to San Sebastian, Spain and Abu Dhabi in the UAE to Taipei, Taiwan, Pyro Shows has competed in some of the most prestigious international competitions. Pyro Shows won first place in the North American Fireworks Competition in Norfolk, Virginia, and has had the honor of providing the 4th of July fireworks at the Washington Monument in Washington, D.C. 13 times since 1995. In addition to their lengthy repertoire, Mr. Frantz, the current vice president for Pyro Shows, was the technician on the first Bedford fireworks production. He worked for Western Enterprises for many years, up to and including the 2008 show, and is familiar with the City's fireworks display and location. This contract is considered a professional services contract; therefore, it is not subject to competitive bidding.

The price for the service in this contract has increased by \$1,000. The show provided by Pyro Shows will match the shell count used in previous years. This is the first price increase in eight years.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Pyro Shows for the 2015 4thFest Fireworks Program in the amount of \$30,000.

FISCAL IMPACT:

FY 2015 4thFest Budget	\$29,000
Contract	<u>\$30,000</u>
Difference	(\$ 1,000)

ATTACHMENTS:

Resolution
Pyro Shows Contract
Pyro Shows Reference Sheet

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A CONTRACT WITH PYRO SHOWS FOR THE 2015 4THFEST FIREWORKS PROGRAM IN THE AMOUNT OF \$30,000.

WHEREAS, the City Council of Bedford, Texas desires to include a fireworks display at the annual 4thFest Celebration; and,

WHEREAS, the City Council of Bedford, Texas recognizes that Pyro Shows has a 46 year history of providing fireworks entertainment throughout the world; and,

WHEREAS, Pyro Shows staff are familiar with the site, having previously served as the technician for the on-site production of fireworks entertainment for the City of Bedford.

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

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

SECTION 2. That the City Council does hereby authorize the Interim City Manager to enter into a contract with Pyro Shows in the amount of \$30,000 for the 2015 4thFest Fireworks Program.

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

PRESENTED AND PASSED this 12th day of May 2015, 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

**PYRO SHOWS OF TEXAS
6601 NINE MILE AZLE ROAD
FORT WORTH, TX 76135**

Contract Agreement

This Agreement, made this 5th Day of May, 2015, by and between **PYRO SHOWS OF TEXAS, Inc.**, a Texas Corporation, whose address is 6601 Nine Mile Azle Road, Fort Worth, Texas 76135, and hereinafter referred to as **PYRO SHOWS** and **CITY OF BEDFORD**, with its principle place of business located at 2000 Forest Ridge Dr, Bedford TX 76021, hereinafter referred to as "Customer."

WITNESSETH

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

I. FIREWORKS DISPLAY: PYRO SHOWS agrees to furnish to customer a firework display (hereinafter "SHOW") pursuant to our custom proposal 15-TX-07-04-CUST-30000-0100 dated this 5th Day of May, 2015. The show will be given on the **4th Day of July, 2015**. In case of rainout, display show will be held on July 5, 2015.

II. CANCELLATION: PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon rain date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty percent (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.

III. SECURITY AREA: Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2010 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor, and submitted and approved, to PYRO SHOWS prior to the event.

IV. SITE CLEANUP: PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.

V. INDEMNIFICATION AND HOLD HARMLESS: PYRO Shows shall indemnify, release and hold the City of Bedford (which term shall include the City's elected and appointed officials, employees, agents, volunteers and attorneys) from and against all claims, lawsuits, and liabilities caused in whole or in part from the Show." To the extent permitted by law, Customer agrees to release PYRO SHOWS from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.

VI. AMENDMENT & ASSIGNMENT: To the extent permitted by law, this agreement may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

VII. COMPLIANCE WITH THE LAWS AND REGULATIONS: Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and release PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

VIII. PERMITS AND LICENSES: Customer shall assist PYRO SHOWS in the acquisition and maintenance of all necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. **Any expenses for security or stand by fire protection shall be the responsibility of the customer.** It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Tarrant County in the State of Texas, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction.

IX. LATE PAYMENT: PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XV, unless this provision is prohibited by law.

X. ADVERTISEMENT AND PROMOTIONS: Customer agrees to state that fireworks display is being provided by Pyro Shows in all advertisements and promotions. Furthermore, Customer agrees to allow Pyro Shows to use sponsors name in Pyro Shows list of clients and any Pyro Shows advertisements and promotions.

XI. COMPLAINTS: In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.

XII. WORKER'S COMPENSATION/EMPLOYEES: PYRO SHOWS shall provide Worker's Compensation insurance for its employees only.

XIII. INSURANCE: Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$5,000,000, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer and Customer's Sponsors as additional insured's under the terms of this coverage. Customer shall furnish Pyro Shows a list of those entities to be covered under this Liability Insurance.

XIV. PAYMENT TERMS: CITY OF BEDFORD shall pay PYRO SHOWS \$30,000 plus all applicable taxes according to the terms and conditions set forth in the attached Proposal for presenting the Show. Customer shall submit a 50% deposit (\$15,000) upon return of signed contract by May 20, 2015. Balance will be due in PYRO SHOWS office prior to the day of show.

XV. TAXES: Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be payable to PYRO SHOWS OF TEXAS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF TEXAS, INC.

BY: _____ Date _____
Steve Frantz, Vice President

CITY OF BEDFORD

BY: _____ Signature _____ Print Name _____ Title _____ Date _____

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



REFERENCES

Town of Addison
P. O. Box 9010
Addison, Texas 75001-9010
July 3rd

Barbara Kovacevich
972-450-6221
bkovacevich@ci.addison.tx.us

Farmers Branch
13000 William Dodson Parkway
Farmers Branch, Texas 75234
July 3rd

Meredith Dowdy
972-919-8766
meredith.dowdy@farmersbranch.info

Fort Worth Symphony
Maddox-Muse Administration Bldg.
330 East Fourth Street #200
Fort Worth, Texas 76102-4019
Various – Concerts in the Gardens

Lisa Stallings
817-665-6500
lstallings@fwsymphony.org

Holloman Air Force Base
NAF AO
490 First Street, Suite 1500
Holloman AFB, TX 88330
July 3rd

Jamie Ault
575-572-5903
Jamie.ault@holloman.af.mil

City of The Colony
5151 North Colony Blvd
The Colony, Texas 75056
July 4th and Veteran's Day

David Swain
972-624-3959
david@tcpard.com

City of Plano
P. O. Box 860358
Plano, Texas 75086-0358
July 4th

Karen Williams
972-941-7288
karenw@plano.gov



Council Agenda Background

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

DATE: 05/12/15

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the Interim City Manager to enter into a contract with Turner Signs Systems in the amount of \$128,995 for the Large Monument Sign Project.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The original monument signs in the medians at the Central Drive and S.H. 121 intersection were removed due to highway construction. Bluebonnet Contractors, LLC/North Tarrant Express (NTE) has agreed to pay a total lump sum of \$25,000 towards the replacement of the two monument signs at that location.

The Large Monument Sign Project was discussed at the Work Sessions on August, 26, 2014, September 23, 2014, October 21, 2014, and January 22, 2015. During the discussions, Council gave directives for designs and color options.

Jim Tharp, Principal with Oxley Williams Tharp Architects, and a Bedford resident, designed the project with Paul Lundstrom, P.E., structural engineer with Metro Structural Consultants. The final design includes four 15 feet in height large monument signs in the medians at the intersections of Central Drive and S.H. 121 and Harwood Road and S.H. 121. A second smaller eight foot sign was designed for the intersection of Murphy Drive and S.H. 121 for one median. All of the signs would have internally illuminated frosted white acrylic sign cube around the Bedford "B" with a dark blue background surrounded by a cast stone band. The larger signs would have an eight foot arch under the word "Bedford" that will be set in cast stone.

On April 21, 2015, two bids were received for this project. The lowest qualified bidder was Turner Signs Systems with a bid amount of \$128,995. The highest bid for the project was \$225,500. The Opinion of Probable Cost for the project is \$115,885.

Turner Signs Systems in Richland Hills has provided references to show experience with this type of project. They received four outstanding recommendations from recent clients, which included large brick monument signs. They have experience in the manufacturing of various types of signs at all levels of complexity across Texas and the South.

If approved, \$25,000 has been committed from NTE and the remaining \$103,995 will need to be determined by the City Council.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Interim City Manager to enter into a contract with Turner Signs Systems in the amount of \$128,995 for the Large Monument Sign Project.

FISCAL IMPACT:

Funding from NTE: \$25,000
Bid Amount: \$128,995
To Be Determined : \$103,995

ATTACHMENTS:

Resolution
Large Monument Sign
Maps
Bid Tabulation

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A CONTRACT WITH TURNER SIGNS SYSTEMS IN THE AMOUNT OF \$128,995 FOR THE LARGE MONUMENT SIGN PROJECT.

WHEREAS, the City Council of Bedford, Texas has determined that installing large monument signs along the freeway would help beautify the City and help foster economic growth; and,

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

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

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

SECTION 2. That the City Council does hereby authorize the Interim City Manager to enter into a contract with Turner Signs Systems in the amount of \$128,995 for the Large Monument Sign Project.

PRESENTED AND PASSED this 12th day of May 2015, by a vote of __ ayes, __ nays, and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

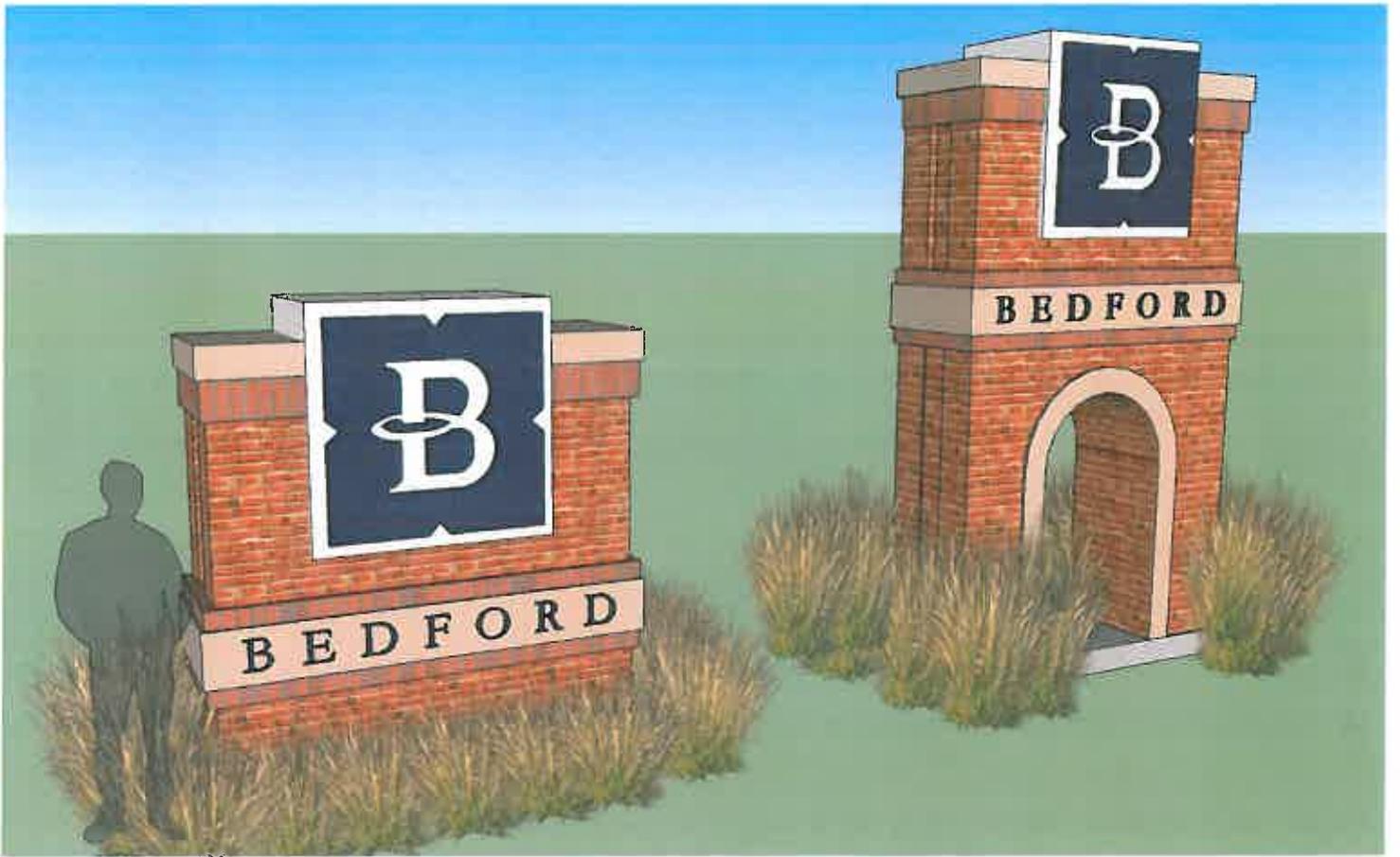
Jim Griffin, Mayor

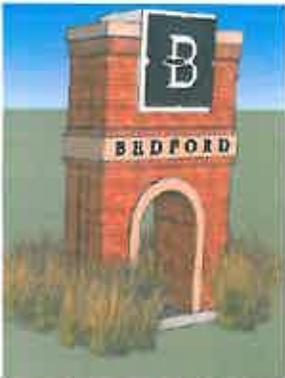
ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

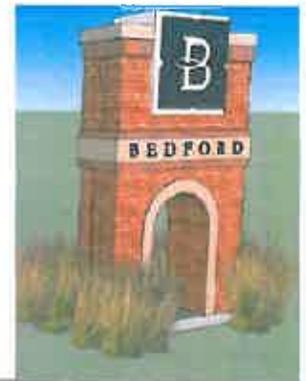




Harwood Road and S.H. 121

Location Map for

Large Monument Sign





Murphy Drive and S.H. 121 Location Map for Large Monument Sign



CITY OF BEDFORD

LARGE MONUMENT SIGN-BID REFERENCE NUMBER:p15-04-01

Bid Opening Time and Date: 2:00 p.m., April 16, 2015 at the Public Works Office

**Bid Tabulation
LARGE MONUMENT SIGN
16-Apr-15**

BIDDERS

Turner Sign Systems Richland Hills, TX	GROD Construction, LLC Aurora, TX 76078
\$128,995.00	\$225,500.00

RECOMMENDED AWARD	
Turner Sign Systems	AVERAGE COST
\$128,995.00	\$177,247.50



Council Agenda Background

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

DATE: 05/12/15

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution by the City Council of the City of Bedford, Texas requesting financial assistance from the Texas Water Development Board; authorizing the filing of application for assistance; and making certain findings in connection therewith.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

On May 6, 2015, the City of Bedford received an invitation to apply by the Texas Water Development Board (TWDB) for the State Water Implementation Fund for Texas (SWIFT). The City of Bedford had submitted an abridged application to secure a \$90,000,000 loan to provide funding for the Water Distribution System Conservation Program in the City.

This resolution authorizes staff to proceed with submitting the application for the project. Should the application be approved by TWDB, staff anticipates issuing \$30,000,000 for the initial projects and the remaining amounts at a future date. There is no financial commitment at this time. The full application is due on June 5, 2015.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution by the City Council of the City of Bedford, Texas requesting financial assistance from the Texas Water Development Board; authorizing the filing of application for assistance; and making certain findings in connection therewith.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution

RESOLUTION NO. 15-

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH.

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

SECTION 1. That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$90,000,000 to provide for the costs of the Water Distribution System Conservation Program.

SECTION 2. That Interim City Manager, Roger Gibson, be and is hereby designated the authorized representative of the City of Bedford for the purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3. That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Bedford before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: David Medanich/Nick Bulaich
First Southwest
777 Main Street, Suite 1200
Fort Worth, Texas 76102

Engineer: William B. Moriarty, P.E., BCEE
King Engineering Associates, Inc.
1250 Capital of Texas Highway South
Building 3, Suite 400
Austin, Texas 78746

Bond Counsel: Bob Dransfield
Norton Rose Fulbright
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

PRESENTED AND PASSED on this 12th day of May 2015, 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: See below

DATE: 05/12/15

Councilmember Reports

ITEM:

Discussion on “Promotions for Adoptions at the Animal Shelter.” ***Item requested by Councilmember Boyter

City Manager Review: _____

DISCUSSION:

Councilman Boyter requested this item be placed on the agenda.

ATTACHMENTS:

Letter of Request

----- Original message -----

From: Michael Boyter <[REDACTED]>

Date: 05/06/2015 9:32 AM (GMT-06:00)

To: "Wells, Michael" <Michael.Wells@bedfordtx.gov>

Subject: May 12, 2015 Agenda Item Request

Mr. Wells,

I would like to request time on the City Council agenda for the May 12, 2015 meeting to discuss "Promotions for Adoptions at the Animal Shelter." If you have any questions about this agenda item, feel free to give me a call.
Thanks.

Michael Boyter



Council Agenda Background

PRESENTER: See below

DATE: 05/12/15

Councilmember Reports

ITEM:

- Councilman Davisson – End of Term Remarks

City Manager Review: _____

DISCUSSION:

Councilman Davisson requested this item be placed on the agenda.

ATTACHMENTS:

Letter of Request

From: Davisson, Jim

Sent: Wednesday, April 29, 2015 10:21 AM

To: Wells, Michael

Subject: Re: Canvassing the Election and Swearing In Newly Elected Council Members

Please put me on the agenda for the 12th for departing remarks.

Jim D.

817-271-7107