

AGENDA

Regular Meeting of the Bedford City Council
Tuesday, October 19, 2010
2000 Forest Ridge Drive
Bedford, Texas

Conference Room Work Session 6:00 p.m.
Council Chambers Regular Session 6:30 p.m.

COMPLETE COUNCIL AGENDAS AND BACKGROUND INFORMATION ARE AVAILABLE FOR REVIEW
ONLINE AT <http://www.ci.bedford.tx.us>

WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Hear a follow up presentation by representatives of Torch Creative regarding preliminary sketches for the City of Bedford's new logo and additional suggestions for a tag line.

EXECUTIVE SESSION

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

- Section 551.087. Deliberation Regarding Economic Development Negotiations relative to 6 Stones, L.L.C.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Pastor Bayard Pratt, Martin Methodist Church)

PLEDGE OF ALLEGIANCE

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Proclamation recognizing October 25 - 29, 2010 as National Red Ribbon Week.
2. Employee Service Recognition.

NEW BUSINESS

3. Consider an ordinance amending the City of Bedford Code of Ordinances Appendix A, Schedule of Fees by updating fees imposed by the City for the issuance of licenses and

permits and for the provision of certain services and inspections; containing a savings clause; repealing all ordinances in conflict herewith; and providing for an effective date.

4. Consider a resolution to adopt a new Economic Development Incentive Policy and Program.
5. Consider a resolution of the City Council of the City Of Bedford, Texas approving an Economic Development Program Agreement pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program with 6 Stones, L.L.C. ("6 Stones").
6. Consider a resolution authorizing the City Manager to extend the existing software maintenance contract with New World Systems in the amount of \$100,442.
7. Consider a resolution authorizing the purchase of three new dispatch consoles in the amount of \$19,185.19 from Watson Furniture Group, Inc. through the HGACBuy State Contract.
8. Consider a resolution authorizing the City Manager to enter into a contract with Brazos Technology to purchase ten electronic ticket writers and all necessary hardware and software in the amount of \$41,004.04 through the City of Frisco contract.
9. Council member reports
10. City Manager report
11. 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, October 15, 2010 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

(Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in City functions and activities. Auxiliary aids and services or accommodations should be requested forty-eight (48) hours prior to the scheduled starting time of a posted council meeting by calling 817.952.2101.)



COUNCIL WORK SESSION

PRESENTER:

Roger Fisher, Councilmember

ITEM:

Hear a follow up presentation by representatives of Torch Creative regarding preliminary sketches for the City of Bedford's new logo and additional suggestions for a tag line.

DISCUSSION:

In April the City Council authorized the City Manager to enter into a contractual agreement with Torch Creative to develop a logo and tag line in order to begin the process of rebranding the City.

Representatives from Torch made a presentation to the City Council on September 28, 2010 consisting of various preliminary sketches for a logo and several suggestions for a tag line. The purpose of this presentation is to allow the Council to further narrow the scope of preferred sketches and tag lines.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A



COUNCIL AGENDA BACKGROUND

PRESENTER:

Mayor Jim Story

ITEM:

Proclamation recognizing October 25 - 29, 2010, as National Red Ribbon Week.

DISCUSSION:

In 1985, the initial tradition of donning red ribbons began in California as a tribute to DEA Agent Enrique Camarena, who was brutally tortured and murdered by a Mexican drug cartel. Today, the nationwide celebration brings millions of people together to raise awareness of the dangers of alcohol, tobacco and other drugs, and encourage prevention, early intervention, and treatment services. It is the largest, most visible prevention awareness campaign observed annually in the United States.

Police Chief David Flory and Technical Sergeant Randy Gardner will be accepting this proclamation.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Proclamation

Office of the Mayor



Proclamation

City of Bedford, Texas

WHEREAS, cities across America have been plagued by the numerous problems associated with alcohol, tobacco, and other drug use; and

WHEREAS, there is hope in winning the War on Drugs, and the hope lies in the hard work and determination of our communities to create a drug free environment; and

WHEREAS, local leaders, in government and in the community, know that the support of the people in the neighborhoods is the most effective tool they can have in their efforts to reduce use of alcohol, tobacco, and other drugs by Texans; and

WHEREAS, success will not occur overnight, our patience and continued commitment to drug education and prevention are imperative; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to promote this belief and encourage a drug-free lifestyle and involvement in drug prevention efforts.

NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council do hereby proclaim October 25-29, 2010 as:

Red Ribbon Week

in the City of Bedford and encourage all citizens, businesses, public and private agencies, media, religious and educational institutions to wear and display red ribbons and participate in drug-free activities throughout that week, joining the rest of the state in promoting the Red Ribbon Celebration and a drug-free America.

*In witness whereof, I have hereunto set my hand and caused the
City of Bedford seal to be affixed this
12th day of October, 2010.*

JIM STORY, MAYOR



COUNCIL AGENDA BACKGROUND

PRESENTER:

David Miller, Deputy City Manager

ITEM:

Employee Service Recognition

DISCUSSION:

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

- ✓ Rudolph Ramos 5 yr. Public Service
- ✓ Todd Rorie 5 yr. Fire Department
- ✓ Michael Foran 10 yr. Administrative Services
- ✓ James Hager 20 yr. Police Department
- ✓ James Pittman 20 yr. Police Department
- ✓ Bradley Bilger 35 yr. Fire Department

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A



COUNCIL AGENDA BACKGROUND

PRESENTER:

Clifford Blackwell, CGFO, Director of Administrative Services

ITEM:

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

DISCUSSION:

The following, details the proposed changes to the City's Fee Ordinance per the Budget Workshop discussion that occurred on August 6, 2010. Additional corrections have been made for typographical errors as well as the removal of certain fees that are no longer applicable with current service levels. All of the changes to the attached Ordinance are HIGHLIGHTED.

FIRE DEPARTMENT – AMBULANCE FEES (page 14)

Ordinance 10-2979 amended Chapter 50, Article III, Section 50-73 of the Code of Ordinances, to establish an ambulance subscription program that will allow the City to waive outstanding ambulance service fees which are not paid or reimbursed by the medical insurance coverage. The subscription fee will be \$60.00 per household family, which includes the member, his/her spouse, unmarried children (under 25 years of age) and other qualified dependents who live at the same address as the member. Membership/subscription fees will be non-refundable, and shall not be transferrable. In the event the membership fee is not paid, a patron will be responsible for any outstanding balance on his/her ambulance bill that was not covered by his/her medical insurance provider.

FIRE DEPARTMENT (page 15)

As approved in Ordinance 10-2980, the Fire Marshal annual permit fee has been amended to allow the Fire Marshal to assess an annual permit fee to each occupant of a non-residential property rather than just the property owner. For example, if a commercial structure houses seven occupants, then the annual Fire Marshall permit fee will be assessed on each of the seven occupants.

LIBRARY (pages 18-19)

The purpose of the proposed changes in the library fines/fees is to more accurately reflect the cost of providing the service, as well as provide additional services due to the spacing provided by the new Library facility.

The proposed library fees include increasing the daily overdue fee for materials from \$0.20 to \$0.25 and on DVD's from \$0.20 to \$1.00. Both fines would max out at \$6.00 regardless of how long the item is overdue. Additionally, photo copy charges and print jobs will be assessed at \$0.20 per page. The increase of 10 cents over the previous rate will offset the increasing cost of toner and black ink cartridges.

In 2007, the Bedford Public Library began offering fax services to patrons with the first five pages free and each additional page being \$1.00. Since implementing the fax service, demand has increased from 733 pages in 2008 to over 3,000 this year. As a consequence, this increase has impacted the Library budget because most of the faxes are long distance faxes to the Texas Workforce Commission in Austin. However, there will be a vending fax machine in the new Library facility, so this change in eliminating the five free pages will offset the cost of the telephone service as well as staff time implementing the self-service fax machine.

The other proposed change in this area is to create rental rates for the use of the Library's meeting rooms, including a separate charge for the use of its kitchen area. No charges would be assessed for City/Library events nor for 501(c)3 nonprofit organizations. However, all room rentals would require a minimum of 2 hours. The large meeting room would charge \$100/hour with a 2 hour minimum. The kitchen area and the conference room both would charge \$25/hour and the computer lab would be available for \$200/hour, again with a 2 hour minimum. Attached is the Library meeting room policy that was approved on September 15, 2010 by the Library Board of Directors.

RECREATION (pages 22-27)

The purpose of the proposed changes in the Recreation fees, as previously discussed in the budget workshop, is to increase certain fees to allow for adequate cost recovery in the City's General Fund, while at the same time keeping the rates within the price-market of our neighboring cities. All of these fees have been presented to and approved by the Parks & Recreation Board prior to the City Council Meeting.

The Recreation Division proposes the following changes to the fee structure. In the area of Day Camp, we propose adding an application fee of \$50 per camper for the first child and \$25 for each additional child. This would be a non-refundable fee. The purpose of this is to help reduce the number of refunds that are requested throughout the summer and the lost revenue resulting from a spot that cannot be filled due to short notice cancellations. Many parents register for sessions not knowing if they will attend or not, because they are aware that they will get a full refund. Many other entities have a similar fee in place.

We are proposing a \$10 increase in the rental fees across the board to all room and gym rental fees. The current fees are \$25 per hour for one room, \$35 for two rooms and \$45 for three. The proposed fees would be \$35 per hour, \$45, and \$55, respectively. Gym rental fees are currently \$35 for the full gym and \$20 for half gym. The new fee would be \$45 and \$30, respectively. Current rental fees have been in place for several years. The costs for staff and operations have increased but the rental fees have not. We are also proposing implementing a new rental fee of \$85 per hour for those who want to rent the gym for non-athletic events. These result in more wear and tear on the gym for those types of events because table and chairs are typically used.

In the area of pavilions, staff proposes an increase from \$100 for six hours to \$120 for six hours at the Boys Ranch Park. Again the costs of operations and staff have increased but the fees have not. Additionally we would like to begin reserving the pavilion at Central Park for \$75 for six hours. We have many requests for this throughout the year. Having a reservation system in place ensures participants' exclusive use and currently it is on a first come first serve basis.

Staff is suggesting a \$1 increase across the board for Splash gate entry fees, making the resident fees \$5 for children and \$6 for adults. For non-resident the new fees would be \$6 for children and \$7.50 for adults. There has not been an increase to the gate fees at Splash since 2005. By changing the regular price of admission, the season pass fees, group rate and daycare group admission rates need to be adjusted as well. Staff proposes a \$5 increase to each season fee category and increasing the day care and group admission rates by \$1.

Rental fee increases at Splash are also proposed. These include a \$10 increase to the Cabana and Pavilion rates making them \$75 for the Pavilion and \$105 for the Cabana as well as increasing after hours rentals by \$20 to the following:

	1-100 People	101-200 People	201-300 People
No Slides	\$350	\$380	\$410
Family Slide OR Pro Bowl	\$370	\$400	\$430
Family Slide AND Pro Bowl	\$420	\$450	\$480

The costs for operations at Splash have significantly increased over the last few years while the fees have not been adjusted to meet those costs.

Since the budget workshop this summer, staff has continued to analyze recreation and aquatic operations. This analysis strongly indicates that the current fee structure does not allow cost recovery for swim lessons. Accounting for nominal overhead, instructor costs and lifeguards this fiscal year resulted in a net loss of over \$2,000.

In order to rectify this situation and create net revenue, staff proposes raising the current fee of \$49 (for eight sessions, residents and non-residents) to \$55 (for eight sessions) for residents and \$65 (for eight sessions) for non-residents. The following is a comparison of swim lesson fees from other communities.

	Resident Swim Lesson Fee	Non-Resident Swim Lesson Fee
Bedford Proposed	\$55	\$65
Coppell	\$65	\$65
Eules	\$85	\$85
Flower Mound	\$54	\$60
Grapevine	\$42	\$52
Hurst	\$27	\$29
Roanoke	\$55	\$65
Trophy Club	\$60	\$65

The swim lesson fee changes were discussed with the Parks & Recreation Board at their meeting on October 13, 2010. The Parks & Recreation Board approved all proposed fee changes.

WATER DEPARTMENT (page 27)

The Water and Sewer Fund has had a \$2.00 service charge for new account setups since 1969 and we have not adjusted this fee since then to reflect the current cost associated with servicing meters on new accounts. Therefore staff recommends increasing the charge to \$10.00, which is nonrefundable and comparable to our neighboring cities' service charges/administrative fees (see attached).

INCREASED REVENUE SUMMARY

The following is a summary of the revenue impacts that were not included in the budget passed on September 14, 2010. In regards to the season passes, a \$5 across the board increase among the resident/non-resident categories of individual, family (up to 4 people), and additional family members would help generate an anticipated \$700 in additional revenue. Likewise, raising the day care admission rates at Splash from \$3.00 to \$4.00 per child would generate an additional \$3,000 in revenue. This analysis has also determined that both residents and non-residents in groups of 20 or more would pay the new rate of \$5.00 per person versus the old rate \$4.00, thus generating an additional \$700 in revenue. By increasing the swim lesson fee, staff anticipates a budgetary impact of \$1,700 annually. In addition, based on the number of inquiries received per year, staff

anticipates earning an additional \$1,700 per year for non-athletic gymnasium rentals that are assessed at \$85.00 per hour. Lastly, based upon the most recent history of new Water account set ups within the past year (82), the anticipated revenue impact on the Water/Sewer fund would be \$656.

BUDGET IMPLICATIONS

Per the budget workshop discussion, the proposed amendments to the Fee Ordinance would allow for the following revenue implications on the General Fund Budget.

• \$ 2,500	Increased pavilion rental revenue
• \$22,500	Increased Splash admission revenue
• \$ 6,225	Increased classroom rental revenue
• \$ 7,000	Increased application fee revenue
• \$ 4,080	Increased library copier revenue
• \$ 9,100	Increased library printing revenue
• \$ 5,900	Increased library meeting room revenue
• \$25,400	Increased annual Fire Marshall permit fee revenue
• <u>\$40,200</u>	<u>Increased revenue from Ambulance Subscription program</u>
\$122,905	Total impact on the General Fund revenues (BUDGETED)

• \$ 700	Increased revenue from Splash season passes
• \$ 1,700	Increased swim lesson revenue
• \$ 3,000	Increased day care Splash admission revenue
• \$ 700	Increased revenue from Splash group admissions
• <u>\$ 1,700</u>	<u>Non-athletic gym rental revenue</u>
\$ 7,800	Total impact on General Fund revenues (NOT BUDGETED)

\$130,705 TOTAL OVERALL IMPACT ON GENERAL FUND REVENUES

\$ 656 TOTAL OVERALL IMPACT ON WATER/SEWER FUND REVENUES

RECOMMENDATION:

Staff recommends the following motion:

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

FISCAL IMPACT:

Additional revenue for the General Fund is approximately \$130,705.
Additional revenue for the Water/Sewer Fund is approximately \$656.

ATTACHMENTS:

Highlighted Ordinance
Library Meeting Room Policy
10-City Water Rate Survey

ORDINANCE NO. 10-

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

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

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

ADMINISTRATION

ENGINEERING

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

PLANNING AND ZONING

Final plat	\$100.00 + \$25.00 per lot
Final plat filing fee	\$75.00 + \$3.50 for each additional Mylar
Preliminary plat	\$100.00 + \$25.00 per lot
Replat	\$100.00 + \$25.00 per lot
Replat filing fee	\$75.00 + \$3.50 for each additional mylar
Site plan	\$205.00 + 205.00 each acre over one
Zoning application	\$205.00 + 205.00 each acre over one
Zoning Board of Adjustment Application	\$100.00
Variance	\$100.00
Special Exception	\$100.00
Special Event Permits	\$100.00 application fee plus the actual cost of city personnel up to \$50.00 per hour, per employee and the actual cost of city equipment up to \$75.00 per

hour. Parades, runs of 5 kilometers in distance or less and marches that are six hours or less which are sponsored by the Hurst-Euless-Bedford Independent School District or non-profit groups, as recognized by the Federal or State government, will be exempt from all special event application fees and reimbursement charges.

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

VITAL STATISTICS

Birth certificate	\$23.00 for each certified copy
Death certificate	\$21.00 for the first copy \$4.00 for each additional copy

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

PUBLIC INFORMATION

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

NOTARY FEE \$5.00

ANIMAL CONTROL

ADOPTION

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

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

IMPOUNDMENT DURING CONSECUTIVE TWELVE MONTH PERIOD

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

BOARDING DURING IMPOUNDMENT \$8.00 per day

DAILY RABIES QUARANTINE FEE

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

RELINQUISHMENT OF ANIMAL

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

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

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

BUILDING DEPARTMENT

BUILDING PERMIT FEES

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

Sidewalk and or Approach (corner lot) \$38.00

BUILDING INSPECTION FEES

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

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

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

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

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

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

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

BUILDING AND STANDARDS COMMITTEE

Application for appeal \$100.00

Fee Refunds:

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

CERTIFICATE OF OCCUPANCY

Change of occupancy \$60.00

Temporary certificate of occupancy \$60.00

ELECTRICAL

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

Fee Refunds

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

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

MICELLANEOUS FEES: RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL

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

LICENSE

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

FENCES:

All fences are required to have a permit.

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

Additional plan review required by changes,

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

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

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

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

Actual cost.

IRRIGATION

Minimum Permit Fee

\$38.00

Lawn sprinkler system on any meter

\$68.00

Vacuum breakers or backflow protective devices from 1 to 4.

\$68.00

Vacuum breakers or backflow protective devices 5 or more.

\$2.00

Inspections outside of normal business hours

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

Re-inspection fees

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

Inspection for which no fee is specifically indicated

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

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

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

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

Actual cost.

MECHANICAL SYSTEMS

Minimum Permit Fee

\$38.00

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

\$45.00

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

\$38.00

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

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

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

Fee Refunds

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

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

PLUMBING

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

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

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

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

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

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

Actual cost.

SIGNS

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

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

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

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

MULTI-FAMILY INSPECTION FEE	\$0.75 per month per unit
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FIRE DEPARTMENT

AMBULANCE FEES

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

Ambulance Subscription Fee	\$60.00 per household
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REPORTS

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

FIRE MARSHAL/INSPECTIONS

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

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

A fee schedule as provided:

\$1 – \$500	\$50.00
\$501 – \$2,000	\$50.00 for the first \$500 plus

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

FIRE MARSHAL ANNUAL PERMIT

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

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

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

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

HAZARDOUS MATERIALS ANNUAL PERMIT (includes flammable/combustible liquids)

POUNDS (POWDER AND SOLIDS)

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

GALLONS (LIQUIDS AND GELS)

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

PLAN REVIEW FEES

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

RE-INSPECTION FEES \$60.00

SPECIAL PERMITS

LPG, CNG or LNG Tank installation or removal	Table 3-A, 1994 U.B.C.
Blasting operation	\$65.00 per day
Pyrotechnic display	\$65.00 per day
Tent permit 1- 10 days	\$30.00

Each additional day	\$15.00
UNDERGROUND STORAGE TANKS INSTALLATION OR REMOVAL	
UBC table with	
Less than 1,000 gallons	\$50.00 minimum
More than 1,000 gallons	\$100.00 minimum
LPG TANK INSTALLATION OR REMOVAL	
UBC table with minimum	\$50.00
MOVIE/THEATRICAL EVENT	
Fire marshal permit- per day	\$125.00 first day
Each additional day	\$75.00
Fire marshal on premises (minimum 3 hours)	\$50.00 per hour
Stand-by firefighters (minimum 3 hours each)	\$65.00 per hour
Stand-by medic (each-three hour minimum)	\$65.00 per hour
Stand-by engine or truck (each-three hour minimum)	\$100.00 per hour
REPORTS	
Fire Cause and Origin Report	
First 9 pages	\$1.00
Each additional page	\$0.10
Copies of Photos	Actual cost of copies
ALL ADDITIONAL PERMITS LISTED IN THE UNIFORM FIRE CODE, 1994 EDITION, SHALL BE	
	\$25.00
FOOD PERMITS	
Food Preparation Establishments	\$150.00
Non-food Preparation Establishments	\$100.00
Temporary Establishments	\$35.00
STATE MANDATED INSPECTIONS	
Hospitals	\$100.00
Nursing and long-term care homes	\$75.00
Daycare/Mother's day out	\$50.00
Foster home and adoptive home	\$10.00

Home inspection (insurance) \$50.00

LIBRARY

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

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

LOST MATERIALS, EQUIPMENT FEES AND MATERIALS DAMAGED BEYOND REPAIR FEES

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

Book jacket or cover \$6.00

Medial containers \$2.00

Refunds made for materials returned within 6 months of payments.

MINOR DAMAGE FEES

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

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

Minor medial damage \$6.00

Rebinding Fee \$6.00

LIBRARY CARDS

Non-Resident* \$25.00 per year

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

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

MISCELLANEOUS SERVICE FEES

Reserves No fee

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

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

Photo copies (Color)	\$0.50 per page
Print jobs	\$0.20 per page
Interlibrary Loan Fee	\$2.00
Proctoring Fee (per test proctored)	
Bedford Library Card Holder	\$5.00
Non-card holders	\$10.00
Faxing	
Each Page	\$1.00 per page
No international faxes	

LIBRARY ROOM RENTAL FEES

No hourly rental fee will be charged to 501(c)3 organizations. The non-profit group must present written verification of its 501(c)3 status.

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

OLD BEDFORD SCHOOL

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

RENTAL FEES

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

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

RENTAL FEES FOR BUSINESS TRAVELERS STAYING AT BEDFORD HOTELS

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

AUDIO/VISUAL EQUIPMENT FEE

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

DEPOSIT

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

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

GUIDED TOURS

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

WEDDING PACKAGES

SATURDAY RATES

PACKAGE A	\$1,500.00
Includes:	Four (4) rectangular tables Seventy-five (75) chairs One (1) brick – engraved and placed on walkway

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

PACKAGE B	\$1,800.00
Includes:	Six (6) rectangular tables Sixteen (16) 60" round tables Sixteen (16) White Round Tablecloths One hundred thirty (130) chairs One (1) brick – engraved and placed on walkway One (1) set flute, wine glasses – engraved with gold rim and OBS logo Use of audio visual/sound system Two (2) hours for scheduled bridal portrait: M-F between 9 am and 4 pm

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

FRIDAY AND SUNDAY RATES

PACKAGE A **\$1,200.00**

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

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

PACKAGE B **\$1,500.00**

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

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

ADDITIONAL OPTIONS

Use of audio visual/sound system	\$75.00
Scheduled bridal portrait:	
A. M-F between 9 am and 4 pm	\$75.00 per hour
B. Other hours as scheduled	\$150.00 per hour
Purchase of brick	\$50.00 each
Purchase of flute, wine glasses	\$25.00 per set
Additional chairs	\$1.35 each or \$50.00 flat rate

WEDDING DEPOSIT

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

POLICE DEPARTMENT

ALARMS

Residential Permit fee	\$50.00 annual fee
Business Permit fee	\$100.00 annual fee

FALSE ALARM FEE

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

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

SOLICITORS PERMIT

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

HANDBILL DISTRIBUTION PERMIT

Permit fee	No charge
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FINGERPRINTING FEE	\$10.00
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RECREATION DEPARTMENT

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

BOYS RANCH PARK PAVILIONS

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

CENTRAL PARK PAVILION Full Pavilion Rental	\$75.00 for 6 hours
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BEDFORD SPLASH: SWIMMING

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

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

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

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

Group Rates

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

PRIVATE PARTY RENTAL

2 hour rental before or after hours

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

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

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

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

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

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

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

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

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

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

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

Concession Stand Open **\$25.00**

Cabana Rental **\$105.00**

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

Pavilion Rental **\$75.00**

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

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

GYM RENTAL

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

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

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

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

Deposit Damages back charges

Broken Ceiling Tile \$20.00 per tile

Broken Window \$50.00 per window

MEMBERSHIP IDENTIFICATION CARDS

Senior Non-resident \$30.00
Senior Resident \$18.00

Adult Resident \$24.00
Youth Resident \$10.00

Adult Non-Resident \$120.00
Youth Non-Resident \$24.00

Replacement Card \$5.00

Daily Pass \$3.00

Weekly Pass \$5.00

Forgotten Card Fee \$1.00

WEIGHT ROOM MEMBERSHIPS

Yearly membership, required to have a membership ID card

Adult Resident \$108.00 per year
Senior Resident \$96.00 per year

Adult Non-Resident \$192.00 per year
Senior Non-Resident \$120.00 per year

ROOM RENTALS

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

HOCKEY RINK

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

SENIOR CENTER

Membership Fee – Bedford Resident (Removed references to Hurst residents)	\$5.00 per year
Membership Fee – Residents of Cities other than Bedford	\$10.00 per year

RECREATION CLASS FEES:

SWIM LESSONS

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

YOGA

4 classes	\$25.00
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DOG OBEDIENCE

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

MONTHLY CLASSES

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

1 day per week	\$25.00
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MONTHLY CLASSES WITH SUPPLIES

Includes cooking, painting, craft, photos

1 day per week	\$30.00
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VALENTINE'S DANCE

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

ELEMENTARY DANCES

\$5.00 per person/per dance

EASTER

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

FULL DAY- DAY CAMP

Application fee for campers	\$50.00
	\$25.00 per additional child per family
Application fee for junior counselor	\$25.00
4 day rate	\$75.00
Weekly rate	\$100.00
3 day rate	\$55.00
2 day rate	\$40.00
1 day rate	\$20.00

OTHER

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

LEAGUES

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

Will offer an early bird special on all leagues

SWIM TEAM

Summer season \$125.00
Includes TAAF membership, regional fees, caps, t-shirts, lifeguard on duty and coaches

MEADOWPARK FIELD LIGHTING

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

STREET DEPARTMENT

SIDEWALK/CONCRETE PERMIT

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

DRIVE APPROACH PERMIT

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

WATER DEPARTMENT

WATER DEPOSIT

Residential \$60.00

Fire Hydrant Meters \$850.00

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

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

Sprinkler Meters, Commercial only \$1,000.00

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

SEWER TIE-IN FEE

4" tap on a 6" line \$548.00

4" tap on a 8" line \$603.00

4"SEWER MAIN TAP

(All taps larger than 4" require a manhole)

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

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

MANHOLES

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

CUT-OFF FEE \$30.00

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

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

REPLACE BROKEN RESIDENTIAL METER \$100.00

METER 3/4"	\$960.00 for service tap and meter complete \$100.00 for meter
METER 1"	\$1,095.00 for service tap and meter complete \$150.00 for meter
METER 1.5"	\$1,764.00 for service tap and meter complete \$609.00 for meter
METER 2"	\$2,329 for service tap and meter complete \$924.00 for meter

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

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

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

Water usage for Fire Hydrant Meters:

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

SECTION 2. That City of Bedford Ordinance Number 09-2955 is hereby repealed. This Ordinance shall be and is hereby declared to be cumulative of all other Ordinances of the City of Bedford, and this Ordinance shall not operate to repeal or affect the Code of Ordinances of the City of Bedford or any Ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such Code or Ordinance are hereby repealed.

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

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

PRESENTED AND PASSED on First and Final Reading this 14th day of October 2010, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Bedford Public Library Meeting Rooms Policy

Purpose

Meeting rooms in the Bedford Public Library are primarily intended to provide space for library programs, events and meetings. When the Library, or other City Departments, is not using these spaces, they are available for rent.

Renting a Meeting Room -- General Information

- Meeting Rooms are available for rent only during library hours. Library hours, including holiday hours, are posted at the Library and online at <http://www.bedfordlibrary.org>
- Meeting Rooms accommodate groups of 9 to 324* people. The number of people in a room may not exceed the maximum occupancy quantity as established by City of Bedford Fire Codes.
- Use of chairs, tables and wireless Internet access are included as part of the meeting room rental fee. The large meeting room also includes use of a ceiling mounted data projector and speakers.
- Permission to use the meeting rooms shall not, in any way, constitute an endorsement of the group, its policies or activities, by the Library or by the City of Bedford.
- Usage of any Library facility phone number as a contact phone number for the meeting/event scheduled, including but not limited to written, verbal, or internet, to promote the event is prohibited without prior approval by the Library. The Library will not serve as a point of information referral for patrons who may have questions regarding the meeting or who wish to contact the meeting organizers.
- Any printed or electronic publicity or marketing materials that include the Library's name and address must include the disclaimer: "This event is not sponsored by the Bedford Public Library."

**The max number is an estimate based on the architect's plans. The actual maximum number of people will depend on the max occupancy permit issued by the City. We will update this policy and remove this note when that number is established.*

Reservation Requests & Cancellations

- Reservation requests may be made in person or online.
- The person making the meeting room application shall be (ALL of the following):
 - an Adult, minimum 18 years of age,
 - a Bedford Public Library card-holder, in good standing,
 - an authorized representative of the organization holding the meeting.
- Reservation requests must be made at least 48 hours in advance and may be made up to 12 months in advance.
- The Renter will receive confirmation of a reservation when the reservation request is approved.
 - All applicable fees must be paid in full within 48 hours to complete the reservation.
 - Failure to pay the fees within 48 hours will result in cancellation of the reservation.
- Meeting Rooms may be used a maximum of 12 times in a calendar year by the same individual and/or group.
- Reservation requests will be approved on a first come, first served basis.
- Reservations are not transferable from one individual or organization to another.
- The Library reserves the right to refuse any reservation request.
- Rentals of the Conference Room are subject to a one hour minimum.
- Rentals of the Large Meeting Room, whole or half, are subject to a two hour minimum.
- The Kitchen may only be rented with a rental of the Large Meeting Room, whole or half, with a corresponding two hour minimum.
- Notice of cancellation must be made by the person who reserved the room, or their authorized agent, no later than 48 hours in advance of the scheduled reservation. A full refund will be made for cancellations made in

advance of 48 hours of the scheduled reservation. Failure to cancel at least 48 hours in advance of the scheduled reservation will result in forfeiture of all fees.

- A reservation, though confirmed, may be cancelled by the Library due to the booking of the room for a Library event or meeting, a City of Bedford event or meeting, elections, or natural disasters. In such cases, the Library shall notify the applicant as early as is feasible. The group will be given the opportunity to re-schedule their event. If no suitable date can be found, a full refund will be made.

Use of the Meeting Rooms

- Renter agrees to assume all responsibility for proper use, clean-up, and any damages, done to the equipment, furniture, premises and/or property as a result of their usage. The **Library staff will inspect** and assess any damages within three working days **of an event**. The Library **will exercise due diligence in attempting** to notify the Renter of any damages within **this same** period. Renter assumes all costs for repair and/or replacement based on the City of Bedford's assessment of damages.
- The Library reserves the right to have a staff member present at any event held in the library.
- The City of Bedford reserves the right to determine if police security is required during a scheduled activity. The City of Bedford will determine the number of officers and hours required. The Renter is responsible for this expense and should make appropriate payment arrangements separately from the room rental fee.

Meeting Set Up

- Renter is responsible for set up of chairs and tables for the meeting.
- Any decorative materials must be approved by the Library. No open flames are allowed.
- The Renter shall not attach nor remove anything from the walls, furniture or other equipment without prior authorization. Should authorization be granted, Library personnel will dictate the method of attaching materials.
- No physical changes to the rooms shall be allowed except for rearrangement of furnishings or equipment.
- Items on display or exhibits may not be disturbed.
- Throwing rice, confetti, rose petals or similar items is prohibited anywhere on the Bedford Public Library premises.
- Extension cords, if needed, must be provided by the renter and must be used in a safe manner (e.g. no cords across aisles or walkways.)
- Set-up time must be included in contracted time period.
- Renters wanting access to AV equipment must make an appointment to familiarize themselves with equipment ahead of time at Library staff convenience.
- Library staff may or may not be available to assist with AV equipment.

Food and Drink

- Refreshments may be served.
- Alcoholic beverages are prohibited.
- Smoking is prohibited.
- Kitchen facilities, if rented, must be left in a clean and orderly condition.
- All caterers must be approved by the Library. All caterers must provide a Certificate of Insurance with the City of Bedford named as an additional insured on said certificate.

Cleanup and Break down

- Renter is responsible for returning chairs and tables used during the meeting to the appropriate storage areas.
- Renters and/or their vendors, including caterers, and decorators, must vacate promptly by the end of the contracted time frame. Cleanup and teardown must be included in this time.

- For meetings near the end of the library operating day, renters must complete all cleanup, teardown and vacate room 15 minutes before library closing.
- Renter agrees to leave the premises in good condition including the removal of all trash from the room. Trash bags and any required cleaning supplies must be supplied by the renter. Filled trash bags must be placed in the dumpster outside of the building.

The Renter agrees to comply with Library and City policies and with all applicable laws, including the regulations and codes of the City of Bedford. Failure to do so may result in the loss of future use and other action deemed appropriate by the Bedford Public Library and/or the City of Bedford.

Renting a Meeting Room -- Fees

No hourly rental fee will be charged to 501c3 non-profit organizations. The non-profit group must produce written verification of its 501c3 status.

Large Meeting Room

\$100 per hour (2 hour minimum)

Capacity: 162 seated, 324 standing

Room features:

- Tables and chairs
- Data Projector
- Wireless internet
- Kitchen - \$25 additional per hour (2 hour minimum)

Large Meeting Room North or Large Meeting Room South

\$50 per hour (2 hour minimum)

Capacity: 81 seated, 162 standing

Room features:

- Tables and chairs
- Data Projector
- Wireless internet
- Kitchen - \$25 additional per hour (2 hour minimum)

Library Board Room:

\$25 per hour (1 hour minimum)

Capacity: 12 seated

Room features:

- Conference table and Chairs
- Wireless internet

10 City Survey 2010

Question	Bedford	Hurst	Eules	Colleyville	North Richland Hills	Watauga	Keller	Southlake	Grapevine	Flower Mound	Coppell
Winter Sewer Average?	Yes -Dec, Jan, Feb	Yes -Dec, Jan, Feb	No-based on 90% water usage	Yes -Dec, Jan, Feb	Yes -Dec, Jan, Feb	Yes -Dec, Jan, Feb	Yes-Dec, Jan, Feb	Yes,-Dec, Jan, Feb	Yes-Dec, Jan, Feb	Yes -Dec, Jan, Feb	No
Provide same day service?	Yes- before 1:00 p.m.	No-24 hour notice required	Yes, after 2:00 p.m.	Yes	Yes, on Mondays & Fridays	No, 24-hour notice required	No, 24-hour notice required	Yes before noon, after 12:00 next day	Yes, by 12:00 Noon	Before 3:00 p.m.	Before 3:00 p.m.
Charge extra fee for same day?	No	No	\$15.00	\$40.00	No	No	No	\$40.00 after 12.00 noon	No	No	No
Temporary Service?	Yes, \$15.97 for one day service	No	Yes, \$25.00-24 hr inspection turn-on	No	Yes, \$25 for 14 days service	Yes, \$40.00 fee for 30 days service	\$20.00 for 10 days service	Yes, 24-hour turn-on, no charge	Yes, 24-hour turn-on, no charge	\$34.50 for three (3) days service, 2,000 gallons	No
Deposit	\$60	\$70.00 Owner \$100.00 Renter	\$60	\$50	\$110	\$90.00 Owner \$150.00 Renter	\$50	\$75	\$50	\$60	\$30.00 Owner \$55.00 Renter
Service Turn-on Fee	\$2	\$10	\$15	0	\$10	0	\$0	\$15	No	\$15	0
Administrative Fee	None	None	\$10	\$2.00	None	\$10.00	None	None	None	None	None
Meter Test Fee Pull	\$20	\$25	\$50	\$30.00	\$50	\$45	\$50	\$75.00	\$25	\$50.00-test fee, also purchase new meter \$90.00	No charge
Returned Check Fee	\$30	\$25	\$35	\$15	\$25	\$0	\$20	\$35	\$20	\$25	\$30
Penalty/Late Charge	10% of Charges, \$5.00 minimum, but no charge to Seniors	10% of current balance	10% of current balance	10% of current balance	10% of bill \$2.50 minimum residential \$15 minimum commercial	10% of bill \$2.50 minimum residential \$15 minimum commercial	10% of current balance	10% of current balance, \$5.00 minimum	10% of bill \$3.00 minimum	10% of current balance	10% of current balance
Service Interruption	\$30 by closing \$50 after hours	\$50 by closing \$75 after hours	extra deposit \$20 service charge \$25	\$25 by 4:30 p.m. \$40 after hours	\$30 by closing \$50 after hours	\$15 by closing, \$25 after hours plus \$4.75 trip charge	\$25 by closing plus \$15 trip charge	\$40 by closing, after hours unavailable	\$15 by closing \$30 after hours	\$25 by closing \$35 after hours	\$20 by closing, after hours unavailable
Meter Re-read	\$2, but we do not charge	No charge	1 free in each 6 months, \$10 each for more than 1	No charge	No charge	2 free per calendar year \$10 each for more than 2	No charge	\$5 trip charge	\$10	No charge	No charge
Transfer Fee	No charge	No charge	\$15	No charge	\$10	\$10	No charge	\$15	\$15	No charge	No charge
Water Rates	\$ 18.37 base rate plus \$2.89 per 1,000 gallon, Over 65- \$16.70 base rate plus \$2.89 per 1,000 gallon	0-2 \$ 13.70, \$5.51 per 1,000 gallon	\$7.95 base rate, 0-2=\$2.27,3-8=\$3.20, 9-15=\$3.75,16-35=\$4.10,Over 35=\$4.66/1000g	0-2 \$12.00 min. \$3.48/1000g	\$9.30 min. \$2.69/100 cubic feet 0.7721 pass thru	\$10.92 + \$3.47/100 cubic ft. Over 65 \$9.54 + \$3.01/100 cubic ft.	0-2,000 \$18.57 2,001-10,000 \$2.86/1000g 10,001-20,000 \$3.18/1000g 20,001-25,000 \$3.61/1000g 25,001-40,000 \$4.72/1000g 40,000 + \$5.15/1000g	0-2,000 \$26.60 2,001-10,000 \$2.97/1000g 10,001-25,000- \$3.47/1000g 25,001-40,000 \$3.72/1000g 40,001 + \$4.22/1000g	0-2,000g \$9.75, over 2,000g \$2.74 per 1,000 gallon	0-2,000 gallons \$23.50, 2,001-10,000g \$2.72/1000g, 10,001-15,000g \$3.40/1000g, 15,000-50,000 \$4.08/1000g, 50,001+ \$4.76/1000g	1,000g \$12.00, 1,001-25,000 \$2.60/1000g, 25,001 + \$3.25/1000g , Senior Discount 10%
Sewer Rates	\$10.88 base rate + \$1.72/1000g, Over 65- \$9.88 + \$1.72/1000g maximum 12 ,000 gal	\$9.92 minimum plus \$3.18 per 1,000g, maximum 12,000 gallons	\$6.75 base \$2.66 per 1,000g, 90% of metered water with a maximum charge of 12,000g	\$8.60 base rate \$ 2.17/1000g	\$7.27 min. plus \$ 1.17 per 100 cubic feet 0.7851 pass thru	\$12.19 + 1.8213/100 cubic ft Over 65 \$8.72 + 1.4933/100 cubic ft	\$11 .85 base rate \$2.78/1000g 20,000g maximum	0-2,000 \$26. 16 2,001-10,000 \$3.00/1000g Maximum Rate \$50. 16/month	0-2,000 \$7.80 base rate, next 13,000g \$3.26/1000g 15,000 maximum	0-2,000 gallons \$ 16.00 base, plus \$3.19/1000g over 2,000	1,000g, \$ 12.00 base rate \$1.80/1000g 14,000 maximum (\$35.40)



COUNCIL AGENDA BACKGROUND

PRESENTER:

Bill Syblon, Development Director

ITEM:

Consider a resolution to adopt a new Economic Development Incentive Policy and Program.

DISCUSSION:

The City of Bedford is required to renew its Economic Development Incentive Policy and Program every two years. This new Policy and Program is essentially the same document as the previous document, with one exception. Staff has added the Community Powered Revitalization Program under Section IV, "Economic Grants, Loans, and other Incentives." This addition allows the City of Bedford to Participate with 6Stones in the HEB Community Powered Revitalization Program.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution to adopt a new Economic Development Incentive Policy and Program.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Economic Development Incentive Policy and Program

RESOLUTION NO. 10-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS, ADOPTING AN ECONOMIC DEVELOPMENT INCENTIVE POLICY AND PROGRAM.

WHEREAS, the City of Bedford, Texas (the "City") is committed to the promotion and retention of high-quality development in the City; and,

WHEREAS, Chapter 312 of the Texas Tax Code requires that guidelines and criteria be adopted by the City Council before entering into any tax abatement agreements; and,

WHEREAS, Chapter 380 of the Texas Local Government Code allows the City Council to create policies and programs for economic development and any related grants or incentives.

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

SECTION 1. That the above findings are hereby found to be true and correct and are incorporated herein in its entirety.

SECTION 2. That this City of Bedford Economic Development Incentive Policy and Program is adopted pursuant to, and in compliance with, Chapter 312 of the Texas Tax Code, Chapter 380 of the Texas Local Government Code, Article III, Section 52-a of the Texas Constitution, and other applicable laws.

SECTION 3. That the City Council of the City adopts the attached Exhibit "A", City of Bedford Economic Development Incentive Policy and Program.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged to be held unconstitutional, illegal or invalid, the same shall not affect the validity of this Resolution as a whole, or any part or provision thereof other than the part decided to be invalid, illegal or unconstitutional, and the same shall not affect the validity of the Resolution as a whole.

PASSED AND APPROVED this 19th day of October 2010, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

**EXHIBIT “A” TO CITY OF BEDFORD
RESOLUTION NO. 08-94**

**CITY OF BEDFORD
Economic Development Incentive Policy and Program**

Section I. General Purpose and Objectives

The City of Bedford, Texas, (the “City”) is committed to the promotion and retention of high quality development in all parts of the City as part of an overall effort to improve the quality of life for its residents. Since these objectives can be served, in part, by the expansion of its commercial business, retail, and mixed use base, the City of Bedford will, on a case-by-case basis, give consideration to providing tax abatements, economic development grants, loans, and other incentives as may be allowed by law as stimulation for selected economic development within the City. It is the policy of the City that consideration will be provided in accordance with the criteria set forth in this document. Nothing within this policy shall imply or suggest that the City is under any obligation to provide tax abatements, economic development grants, loans, and other incentives as may be allowed to any applicant. All applicants for any tax abatements, economic development grants, loans, and other incentives as may be allowed shall be considered on a case-by-case basis.

Section II. Applicability

This Economic Development Incentive Policy and Program (the “Policy”) establishes guidelines and criteria for tax abatement programs and agreements under the provisions of Chapter 312 of the Texas Tax Code, and other economic grants, loans, or incentives as authorized by Chapter 380 of the Texas Local Government Code, Article III, Section 52-a of the Texas Constitution, and other applicable laws.

Section III. Tax Abatement Criteria

A. Application for Abatement

Any application for tax abatement (“Abatement”) shall be reviewed and approved or disapproved by the City in its sole and absolute discretion. In general, an application will be considered based upon the following:

- The ‘value added’ to the community by the applicant’s proposed project;
- The likelihood of the development of the proposed project without an Abatement;
- The comparison of the use on Abatement versus the use of other potential incentives.

B. Considerations for Approval of Application

Specific considerations for approving Abatement applications will be based upon the degree to which the proposed project:

- Furthers the goals and objectives of the community as expressed in the City's Economic Development Strategic Plan; Comprehensive Plan; Commercial Planned Development District Ordinance; and infrastructure plans;
- Impacts the City's costs and ability to provide municipal services;
- Impacts the local environment, housing market, and available infrastructure;
- Offers potential for long term payback in tax revenues for the City's investment;
- Potentially stimulates other desirable economic development within the City.

C. Value of the Abatement

The amount of the Abatement will be determined by the City Council based upon the merits of the project including, but not limited to, the factors referenced in paragraph III B. (above), and the following specific economic considerations:

- total capital investment;
- added employment;
- generation of other tax revenues.

As prescribed by Chapter 312 of the Texas Tax Code, an Abatement may be granted only for the additional value of eligible property improvements made subsequent to and listed in the executed tax abatement agreement. Target thresholds are established as expected qualifying levels for Abatement consideration as indicated as follows:

1. For New Businesses - The project must be reasonably expected to produce an added value of two million dollars (\$2,000,000) in real and/or personal property improvements within the City of Bedford; or to create a minimum of one hundred (100) full time jobs with an average annual salary of at least forty thousand dollars (\$40,000;) or to generate annual sales tax revenues to the City of at least one hundred thousand (\$100,000.)
2. For Expansion or Modernization of Existing Businesses or Structures – The project must be reasonably expected to produce an added value of one million dollars (\$1,000,000) in real and/or personal property improvements within the City of Bedford; or to create a minimum of fifty (50) full time jobs with an average annual salary of at least forty thousand dollars (\$40,000;) or to generate additional annual sales tax revenues to the City of at least fifty thousand dollars (\$50,000.)

D. Term of Abatement

Term of the Abatement – An Abatement may be granted for a maximum of ten (10) years. The term of the Abatement may be granted for a lesser number of years depending upon the anticipated ‘value added’ to the City, and other considerations as determined by the City Council. The term of the Abatement may also be changed in accordance with the Inspection and Financial Verification section of this Policy if the applicant fails to comply with the terms of the contractual agreement for the Abatement originally granted.

E. Inspection, Verification and Abatement Modification

The terms of an Abatement agreement shall include the City of Bedford’s right to:

- (a) require the submission of an annual certification of compliance for the property receiving Abatement; (b) conduct an on-site inspection of the project in each year during the life of the Abatement to verify compliance with the terms of the agreement; and (c) reduce or eliminate the granted tax Abatement if the applicant has failed to comply with the requirements of the Abatement agreement.

F. Evaluation

Upon completion of the construction of any buildings, facilities, or other property improvements upon which the Abatement is based, the City shall no less than annually evaluate each project receiving an Abatement to insure compliance with the terms of the agreement. Any incidents of non-compliance will be reported to all affected taxing units.

Section IV. Economic Development Grants, Loans, and Other Incentives

A. Any application for economic development grants, loans, and other incentives shall be reviewed and approved or disapproved by the Bedford City Council in its sole and absolute discretion. Any such economic development grants, loans, and other incentives may come from any one or combination of the following:

- Grants or loans as authorized by Chapter 380 of the Texas Local Government Code;
- Waiver or reduction of City permit and inspection fees;
- The general Sales and Use taxes of the City; and/or
- Any other lawful source of revenue of the City including, but not limited to, bond of other debt financing which furthers the purpose of economic development.

B. To be eligible to apply and qualify for consideration of any grants, loans, and other incentives under this Section, the applicant must submit documentation, and enter into an Economic Development Agreement, which indicates the following new development to the City:

- A minimum of fifty thousand (50,000) new gross leasable or owner occupied square footage all contained within one mixed use development containing any combination of: retail, residential, office, mixed-use or and other commercial space; or
- The project is reasonably expected to generate a minimum of one million five hundred thousand dollars (\$1,500,000) annually in taxable sales subject to the Sales and Use tax of the City.

C. The Community Powered Revitalization Program as authorized by City Council Resolution No. _____, as amended, and incorporated herein.

Section V. Severability and Limitation

In the event that any section, clause, sentence, paragraph or any part of the Policy shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not effect, impair, or invalidate the remainder of the guidelines and criteria in the Policy.

Section VI. Expiration and Modification

A. The tax abatement portion of the Policy is effective upon the date of its adoption and will remain in force for two (2) years. The Policy may be modified, renewed or eliminated by the City Council at any time. However, any agreements created pursuant to the Policy will remain in effect according to their respective agreement terms without regard to any change to the Policy unless mutually agreed by the parties to such Agreement.

B. Prior to the scheduled date for review of the tax abatement portion of the Policy, as defined above, the tax abatement portion of the Policy may be amended or repealed only by a three-fourths (3/4) vote of the City Council, as provided for in Chapter 312 of the Texas Tax Code.



COUNCIL AGENDA BACKGROUND

PRESENTER:

Bill Syblon, Development Director

ITEM:

Consider a resolution of the City Council of the City Of Bedford, Texas approving an Economic Development Program Agreement pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program with 6 Stones, L.L.C. ("6 Stones").

DISCUSSION:

The City of Bedford has established an economic development incentive policy and program that states that on a case-by-case basis, the City can offer economic incentive packages authorized by Chapter 380 of the Texas Local Government Code. One of the incentive tools authorized by Chapter 380, and included in the City of Bedford program is the ability to offer grants and waive permit fees for property improvements conducted relative to a community powered revitalization program.

6 Stones wishes to work with the City of Bedford on a HEB wide Community Powered Revitalization (CPR) program. As a component of this relationship, the City of Bedford will agree to grant Six Stones \$25,000. These funds will be applied directly toward designated projects in the City of Bedford to help renovate, rehabilitate, or repair residential property. The City of Bedford will issue the funds to Six Stones in the following manner:

- \$10,000 will be granted to 6 Stones on or before November 1st 2010 to assist in the administrative costs of the program throughout the 2010/2011 fiscal year.
- \$15,000 will be granted to 6 Stones, on a project by project basis, to assist in the material and labor costs of the program throughout the 2010/2011 fiscal year.

The City of Bedford will also agree to waive permit fees for eligible improvements that fall within the scope of the CPR program.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution of the City Council of the City Of Bedford, Texas approving an Economic Development Program Agreement pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program with 6 Stones, L.L.C.

FISCAL IMPACT:

Expenditures totaling \$25,000 will be made from the FY 2010/2011 General Fund budget.

ATTACHMENTS:

Resolution
Economic Development Program Agreement

Date: 10/19/10

_____ City Manager Review

RESOLUTION NO. 10-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS APPROVING AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE AND THE CITY'S ECONOMIC DEVELOPMENT INCENTIVE POLICY AND PROGRAM WITH 6 STONES, L.L.C. ("6 STONES").

WHEREAS, the City of Bedford, Texas, pursuant to Chapter 380 of the Texas Local Government Code, as amended, is authorized to participate in economic development incentive agreements that include sales tax rebate agreements; and,

WHEREAS, the City Council of Bedford, Texas desires to promote economic development within the City; and,

WHEREAS, the City Council of Bedford, Texas has adopted an amended Economic Development Incentive Policy and Program on October 19, 2010 (the "380 Program") in accordance with Chapter 380 of the Texas Local Government Code; and,

WHEREAS, 6 Stones intends to make renovations, rehabilitate, or repair certain defined residential properties in the City per the terms and conditions of an Economic Development Program Agreement, same being attached hereto and incorporated herein as Exhibit "A" to this Resolution (the "Agreement"); and,

WHEREAS, the Agreement complies with the 380 Program.

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

SECTION 1. That the findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

SECTION 2. That the City hereby approves the Agreement, and the City Manager is hereby authorized to execute same on behalf of the City.

PASSED AND APPROVED this 19th day of October 2010, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT
FOR THIS ITEM WILL BE
AVAILABLE IN THE CITY
SECRETARY'S OFFICE AFTER
APPROVAL BY THE CITY
COUNCIL.



COUNCIL AGENDA BACKGROUND

PRESENTER:

Bill Cooper, Deputy Director of IS

ITEM:

Consider a resolution authorizing the City Manager to extend the existing software maintenance contract with New World Systems in the amount of \$100,442.

DISCUSSION:

The New World Systems contract is an annual software support contract for the New World Public Safety Computer Aided Dispatch (CAD) and field Reporting Systems. Funding for the annual payment was approved in the FY 2010/11 budget. This contract covers a three year period from 10/01/2008 through 09/30/2011 with the annual payment for this year covering services from 10/01/2010 through 09/30/2011.

This contract renewal is the third year in the maintenance agreement initiated in 2008. The only change to the current contract is the addition of software maintenance support for the Live Scan interface. The original contract amount was \$98,922 with an additional cost for the Live Scan of \$1,520 for the total amount of \$100,442.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to extend the existing software maintenance contract with New World Systems in the amount of \$100,442.

FISCAL IMPACT:

The fiscal impact would be \$100,442 to be paid out of the General Fund.

ATTACHMENTS:

Resolution
Contract

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXTEND THE EXISTING SOFTWARE MAINTENANCE CONTRACT WITH NEW WORLD SYSTEMS IN THE AMOUNT OF \$100,442.

WHEREAS, the City Council of Bedford, Texas, has determined the public necessity for annual software maintenance to City computers; and,

WHEREAS, the City Council of Bedford, Texas, desires to extend the existing software maintenance contract for an one year renewable contract; and,

WHEREAS, the City Council of Bedford, Texas, approved funds for such software maintenance in the FY 2010/11 budget.

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

SECTION 1. That the City Council hereby authorizes the City Manager to enter into an annual software maintenance agreement with New World Systems, Troy, Michigan, for maintenance of City computer software.

SECTION 2. That the fiscal impact is as follows:

FY 10/11- \$100,442

PASSED AND APPROVED this the 19th day of October 2010, by a vote of __ ayes, __ nays and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World Systems Corporation** (New World) and **City of Bedford, Texas** (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of three (3) years from (start date) 10/1/08 to (end date) 9/30/11.

2. Services Include

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- (c) Revisions to Licensed Documentation.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.

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

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees. Exhibit B of your original License Agreement has a description of support services available.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If New World agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at Customer's request, then the additional New World maintenance or support services provided shall be billed at the then-current Exhibit B hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. (Any Exhibit B support or service hours and travel costs incurred are billed weekly for the previous calendar week.) If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer Liaison**. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS) using Exhibit B Support Services.

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

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

7. Maintenance Costs for Licensed Standard Software Packages Covered for IBM AS/400-170

New World agrees to provide software maintenance at the costs listed below for the following **New World** Licensed Standard Software packages installed at **Customer's** location:

<u>Application Package</u>	<u>Number of Modules</u>
1. Aegis ® Computer Aided Dispatch (CAD)	17
2. Aegis ® Law Enforcement Records Software	23
3. Aegis ® Public Safety Interface Software	3
4. Aegis ® Photo Imaging Software	2
5. Aegis ® Data Management and Retrieval Tools	2
6. Aegis ® Mobile Management Server Software	2
7. Aegis ® Mobile Software on the RS6000	3
8. Aegis ® Mobile Client Laptop Software	9
9. Aegis ® Mobile Software on the 400 or MSP Server	1

**ANNUAL
MAINTENANCE COST: See Below**

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
10/1/2008 to 9/30/2009	\$83,261	9/15/2008
10/1/2009 to 9/30/2010	\$90,754	9/15/2009
10/1/2010 to 9/30/2011	\$98,922	9/15/2010

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. Terms and Conditions

This Agreement is covered by the Terms and Conditions from our Licensing Agreement signed by City of Bedford, TX (Customer) on October 19, 1993.

ACCEPTED BY:

Customer: City of Bedford, Texas

Name: *Benjamin* *g*

Title: *City Manager*

Date: *3/5/09*

ACCEPTED BY:

New World Systems Corporation

Name: *James O. Olenick*

Title: *President*

Date: *03-17-09*

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Bedford, TX Police Department

Licensed Application Software

October, 2008

1. Aegis® Computer Aided Dispatch (CAD)

- Combined LE/Fire/EMS CAD Multi-Jurisdiction
 - Base
 - Call Scheduling Module
 - Call Stacking Module
 - Geo-File Verification Module
 - Hazard and Location Alerts Module
 - Hydrant Inventory Module
 - Interface to Aegis® Law Enforcement Records Module
 - Interface to Aegis® Fire/EMS Records Module
 - Note Pads Module
 - Rip-N-Run Module
 - Run Cards Module
 - Tone Alerts Module
 - Unit Control Panel Module
 - Unit Recommendations Module
- Orders of Protection
- Briefing Summary
- CAD Mapping (ESRI)

2. Aegis® Law Enforcement Records Software

- LE Records Single Jurisdiction Base
 - Base
 - Accidents Module
 - Arrest Module
 - Business Registry Module
 - Case Processing Module
 - Computer Aided Investigations Module
 - Federal Reports (UCR/IBR) Module
 - Geo-File Verification Module
 - Impounded Vehicles Module
 - Incident Tracking Module
 - Jacket Processing Module
 - Personnel / Education Module
 - Property Module
 - Traffic Tickets and Citations Module
 - Wants and Warrants Module
- LE Records Federal & State Compliance
- Case Management
- GEO File Verification
- Pawn Shops
- Alarms Tracking and Billing
- Bookings
- Property Room Bar Coding
- Hazardous Materials

Bedford, TX Police Department

Licensed Application Software

October, 2008

3. **Aegis® Public Safety Interface Software**
 - AS/400 State/NCIC Interface
 - On-Line CAD Interface to State/NCIC
 - E-911 Interface
4. **Aegis® Photo Imaging Software**
 - Capture/View Stations
 - Public Safety Line Ups/Mug Shots
 - Digital Imaging
5. **Aegis® Data Management and Retrieval Tools**
 - Microsoft Word Interface
 - Data Analysis and Mapping
6. **Aegis® Mobile Management Server Software**
 - Field Reporting Server
 - Data Merge to Aegis/400 LE Records
7. **Aegis® Mobile Software on the RS6000**
 - Base Message Switch to NCIC
 - **New World** CAD Interface for Aegis/400
 - Mobile Upload Software
8. **Aegis® Mobile Client Laptop Software**
 - LE State/NCIC via Switch 23 User(s)
 - Drivers License Mag Stripe Reader Interface 23 User(s)
 - Mugshot Images 22 User(s)
 - LE Field Reporting 31 User(s)
 - LE Accident Field Reporting 31 User(s)
 - Mobile Upload of Field Reports 31 User(s)
 - LE CAD Via Switch 61 User(s)
 - LE Accident Field Reporting Compliance 31 User(s)
 - LE Field Reporting Compliance 31 User(s)
9. **Aegis® Mobile Software on the 400 or MSP Server**
 - MDT/MCT Base CAD/RMS Interface



COUNCIL AGENDA BACKGROUND

PRESENTER:

David Flory, Police Chief

ITEM:

Consider a resolution authorizing the purchase of three new dispatch consoles in the amount of \$19,185.19 from Watson Furniture Group, Inc. through the HGACBuy State Contract.

DISCUSSION:

On April 30, 2010, the Police Department received notification from the Tarrant County 9-1-1 District of an assistance program which will reimburse the City for allowable expenses up to \$22,813.26. The scope for allowable expenses is narrowed to those that pertain to emergency dispatching.

The Police Department determined the best use for the program funds would be to purchase new ergonomic height adjusting dispatching consoles. Whether seated or standing, the new consoles put everything within reach, proper reach zone, correct focal depth to monitors, expansive knee clearance and easy access to power and network outlets.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the purchase of three new dispatch consoles in the amount of \$19,185.19 from Watson Furniture Group, Inc. through the HGACBuy state contract.

FISCAL IMPACT:

The fiscal impact will be \$19,185.19 to be funded through the Tarrant County 9-1-1 District.

ATTACHMENTS:

Resolution

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE PURCHASE OF THREE NEW DISPATCH CONSOLES IN THE AMOUNT OF \$19,185.19 FROM WATSON FURNITURE GROUP, INC. THROUGH THE HGACBUY STATE CONTRACT.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase replacement dispatch console with funds approved by the Tarrant County 9-1-1 District; and,

WHEREAS, in order to obtain best pricing, the consoles will be purchased through the HGACBuy State Contract.

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

SECTION 1. That the City Manager is hereby authorized to purchase three new dispatch consoles in the amount of \$19,185.19 from Watson Furniture Group, Inc. through the HGACBuy State Contract.

PASSED AND APPROVED this 19th day of October 2010, by a vote of _ ayes, _ nays and _ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



COUNCIL AGENDA BACKGROUND

PRESENTER:

David Flory, Police Chief

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Brazos Technology to purchase ten electronic ticket writers and related hardware and software in the amount of \$41,004.04 through the City of Frisco contract.

DISCUSSION:

On September 14, 2010, the Bedford City Council passed an ordinance adopting the FY 2010/11 Budget. Funds were allocated within the budget for the purchase of ten electronic ticket writers for the Patrol Division.

During traffic stops, an officer will be able to swipe a driver's license through a hand-held device that populates the ticket with the driver's personal information. The motorist signs the hand-held device with a digital pen and the citation is printed on-site with a small portable printer. Electronic ticket writers record information digitally and then electronically transmit the data to the court for processing. Due to its wireless capabilities, the information can download to the court's computer system within a matter of minutes.

The Police Department purchased electronic ticket writers for the Traffic Division during FY 2009/10. Since implementation, these devices have proven to be invaluable by eliminating the decades-old system of writing tickets by hand and then entering the information manually into a computer system. Further, the electronic ticket writers have reduced the rate of errors and have increased the efficiency of Traffic Officers and Municipal Court personnel.

The Police Department will be purchasing the electronic ticket writers and the necessary related hardware and software through an interlocal agreement with the City of Frisco who currently has a contract for identical systems with Brazos Technology. This is the same contract the Department utilized in 2009 to purchase the electronic ticket writers for the Traffic Division. An addendum has been included in the contract to cover additional units and updated pricing.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Brazos Technology to purchase ten electronic ticket writers and related hardware and software in the amount of \$41,004.04 through the City of Frisco contract.

FISCAL IMPACT:

The fiscal impact will be \$41,004.04 to be paid out of the Court Technology Fund.

ATTACHMENTS:

Resolution
Software License Agreement
Software Maintenance Agreement
Addendum No. 1

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BRAZOS TECHNOLOGY TO PURCHASE TEN ELECTRONIC TICKET WRITERS AND RELATED HARDWARE AND SOFTWARE IN THE AMOUNT OF \$41,004.04 THROUGH THE CITY OF FRISCO CONTRACT.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase electronic ticket writers with funds approved in the FY 2010/11 budget; and,

WHEREAS, the City Council of Bedford, Texas determines that electronic ticket writers increase efficiency for both police officers and court personnel.

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

SECTION 1. That the City Manager is hereby authorized to enter into a contract with Brazos Technology to purchase ten electronic ticket writers and related hardware and software in the amount of \$41,004.04 through the City of Frisco contract.

PASSED AND APPROVED this 19th day of October 2010, by a vote of __ ayes, __ nays and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is entered into as of the 2nd day of October 2009, (hereinafter referred to as the "Effective Date") by and between Brazos Technology Corporation, a Texas corporation, with its principal offices located at 707 Texas Ave., Suite 103-D, College Station, Texas 77840 (hereinafter referred to as "Brazos Technology"), and City of Bedford, a Texas Municipality, with its principal offices located at 2121 L. Don Dodson, Bedford, TX 76021 (hereinafter referred to as "Licensee").

This Agreement is made with respect to the following facts and objectives:

RECITALS:

- A. Brazos Technology has developed a proprietary software product, which is designed to extend data and processes across multiple platforms and technologies (hereinafter referred to as the "Software").
- B. Licensee desires to obtain a non-exclusive license to use the Software and Brazos Technology desires to grant Licensee such a license.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. License. Brazos Technology hereby grants to Licensee a non-exclusive license to use the Software and the documentation, if any, provided in connection therewith (hereinafter referred to as the "Documentation") solely in connection with RDC and eCitation. Licensee may make one copy of the Software and Documentation for back-up and/or archival purposes.
2. Licensee Fee. Licensee agrees to pay Brazos Technology the license fee identified in Exhibit A to this Agreement. Such fee shall be due immediately upon execution of this Agreement by the parties. Fees for Configuration/Installation will be due on the following schedule: ½ upon contract execution and ½ upon delivery. Fees for training will be due upon delivery. Exhibit B identifies the recommended hardware required for delivery of the solution and will be due on the following schedule: ½ upon contract execution and ½ upon delivery.

3. Limitations of Use. Licensee acknowledges and agrees that Licensee will not timeshare, modify, sublicense, transfer, assign, copy, reverse engineer or decompile the Software, Documentation or any portion thereof except as expressly set forth herein. Licensee further acknowledges and agrees that Licensee will limit its use of the Software and Documentation to the number of users and/or the site location identified in Exhibit A to this Agreement.

4. Non-disclosure. Licensee acknowledges and agrees that the Software and Documentation contain trade secrets and/or confidential information (hereinafter collectively referred to as "Confidential Information") and that Licensee will take reasonable efforts to prevent the disclosure of such Confidential Information to any third party.

5. Ownership. Licensee acknowledges and agrees that Brazos Technology is the sole owner of all right, title and interest in and to the Software and Documentation and that nothing contained herein shall grant Licensee any ownership interest in the Software or Documentation.

6. Upgrades. In the event that Brazos Technology, in its sole discretion, should provide Licensee with any upgrades, corrections or modifications to the Software or Documentation, such upgrades, corrections or modifications shall be considered, as applicable, "Software" or "Documentation" for the purposes of this Agreement. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed as obligating Brazos Technology to provide Licensee with any upgrades, corrections, modifications, maintenance services or support services hereunder.

7. Warranty.

a. Brazos Technology warrants and represents that it is the owner of all right, title and interest in and to the Software and Documentation and that use of the Software and Documentation as contemplated herein shall not infringe upon any third party patent or copyright. This warranty and representation does not apply to any infringement arising out of any unauthorized modification of the Software or Documentation or any infringement arising out of the use of the Software or Documentation in combination with any third party product.

b. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SOFTWARE AND DOCUMENTATION IS PROVIDED "AS IS" AND BRAZOS TECHNOLOGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WRITTEN OR VERBAL, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRAZOS TECHNOLOGY DOES NOT WARRANT OR REPRESENT THAT ANY USE OF THE SOFTWARE OR DOCUMENTATION WILL BE UNINTERRUPTED OR ERROR FREE. LICENSEE EXPRESSLY ASSUMES ALL RISKS AND LIABILITIES RESULTING FROM THE USE OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSS, PROPERTY DAMAGE, PHYSICAL INJURY, LOST PROFITS, LOST SAVINGS, LOSS OF RECORDS OR LOSS OF DATA.

8. Indemnification. Brazos Technology agrees to indemnify and defend Licensee from and against any third party claim arising out of a breach of the Warranty provisions set forth in this Agreement, provided that Brazos Technology is provided with prompt notice of any such third party claim and Brazos Technology is allowed full control over the defense of such claim. Licensee acknowledges and agrees that Brazos Technology may fulfill its obligations hereunder by (i) obtaining from the third party claimant a license pursuant to which Licensee may continue its use of the Software and Documentation or (ii) providing Licensee with substitute software and/or documentation that does not infringe upon the rights of the third party claimant. Licensee further acknowledges and agrees that in the event that Brazos Technology, in its sole discretion, determines that neither of the options set forth above are reasonable, Brazos Technology may fulfill its obligations hereunder by terminating this Agreement and refunding to Licensee the license fees paid by Licensee to Brazos Technology hereunder, prorated over a period of five (5) years.

9. Limitation of Liability.

a. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT BRAZOS TECHNOLOGY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES OR ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY ECONOMIC LOSS, PROPERTY DAMAGE, PHYSICAL INJURY, LOST PROFITS, LOST SAVINGS, LOSS OF RECORDS OR LOSS OF DATA, ARISING OUT OF THE USE OF THE SOFTWARE OR DOCUMENTATION, REGARDLESS OF WHETHER ARISING UNDER BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR CLAIM, EVEN IF BRAZOS TECHNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

b. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE ENTIRE LIABILITY OF BRAZOS TECHNOLOGY FOR ANY LOSS OR CLAIM ARISING OUT OF THIS AGREEMENT, ANY USE OF THE SOFTWARE OR DOCUMENTATION, OR ANY INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, EXCEED THE SUM OF THE LICENSE FEE PAID BY LICENSEE TO BRAZOS TECHNOLOGY HEREUNDER.

10. Allocation or Risks. LICENSEE ACKNOWLEDGES AND AGREES THAT THE LICENSEE FEE PAID BY LICENSEE TO BRAZOS TECHNOLOGY FAIRLY AND ACCURATELY REFLECTS THE ALLOCATION OF RISKS BETWEEN LICENSEE AND BRAZOS TECHNOLOGY, INCLUDING WITHOUT LIMITATION, THE TERMS AND CONDITIONS SET FORTH IN THE WARRANTY AND LIMITATION OF LIABILITY SECTIONS OF THE AGREEMENT. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY MODIFICATIONS TO THE ALLOCATIONS OF RISK WOULD REQUIRE BRAZOS TECHNOLOGY TO CHARGE A HIGHER LICENSEE FEE FOR THE

SOFTWARE AND DOCUMENTATION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT EACH OF THE TERMS AND CONDITIONS SET FORTH IN THE WARRANTY AND LIMITATION OF LIABILITY SECTIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT, EVEN IF ANY REMEDY CONTAINED HEREIN IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. Term and Termination.

a. This Agreement shall commence as of the Effective Date and shall continue unless and until terminated as set forth herein.

b. Either party may terminate this Agreement in the event that the other party commits a material breach of this Agreement and fails to cure such material breach within twenty (20) days after receiving written notice of the same.

c. Brazos Technology may terminate this Agreement, immediately upon written notice to Licensee, in the event that Licensee fails to use the Software and Documentation for the purpose contemplated herein.

d. Immediately upon any termination of this Agreement, Licensee shall return to Brazos Technology any and all copies of any Software or Documentation in its possession.

e. The terms and conditions of this Agreement relating to Non-disclosure, Warranty, Limitation of Liability and Allocation of Risks shall survive any termination or expiration of this Agreement.

12. Assignment. Licensee acknowledges and agrees that it may not assign any right or obligation arising under this Agreement to any third party without the express written consent of Brazos Technology which may be withheld for any or no reason.

13. Governing Law. This Agreement, including its interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts entered into and performed in Brazos County, and exclusive jurisdiction over any dispute arising out of or relating to this Agreement shall be held by the appropriate state and/or federal courts located in Brazos County, Texas.

14. Binding Effect. This Agreement shall inure to the benefit of and binding upon the parties hereto and to their respective successors and legal representatives.

15. Nonwaiver. No provisions of this Agreement will be waived by any party except in writing. The parties hereto agree that the waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or any other provision or condition of this Agreement.

16. No Joint Venture. Nothing herein contained shall be construed to place the parties in the relationship of partners, joint venturers, or principal and agent and neither party shall have any power to obligate or bind the other party in any manner whatsoever.

17. Severability. If any provision or application of this Agreement shall be held invalid or unenforceable the remaining provisions and applications of this Agreement shall not be affected, but rather shall remain valid and enforceable.

18. Entire Agreement. This Agreement constitutes the entire agreement and supersedes any and all other understandings and agreements between the parties with respect to the subject matter hereof and no representation, statement or promise not contained herein shall be binding on either party. This Agreement may be modified only by a written amendment duly signed by persons authorized to sign agreements on behalf of the parties and shall not be supplemented or modified by any course of dealing or trade usage.

IN WITNESS WHEREOF, the parties have hereunder executed this Agreement effective as of the date last signed.

CITY OF BEDFORD, TX

BRAZOS TECHNOLOGY

Signed: _____

Signed: _____

Print Name: _____

Print Name: Michael S. McAleer

Title: _____

Title: President

Date: _____

Date: _____

EXHIBIT A

Seven (7) RunIT software license for PDA	\$4,550 USD
Software Includes:	
Unlimited number of logins to the PDA	
One-Year of Software Maintenance	
One-Year of Software Support	
Configuration/Installation Fee	\$7,500 USD
Configuration Includes:	
Customized PDA/Web screen layouts	
Customized citation receipt for defendant	
Customized citation report for court and PD	
Integration with UDS	
Extended Training	\$3,000 USD
2 days of on-site training of officers	
1 day of administrator training	
Classroom and practical training	

* Brazos will deliver the equipment to eliminate shipping to customer.



V1.0

EXHIBIT B – Hardware

Attached Proposal V 7.0

SOFTWARE MAINTENANCE AGREEMENT

This Agreement ("Agreement") is made and entered into and effective 2nd day of October 2009, by and between Brazos Technology Corporation, having its principal place of business at 707 South Texas Ave, Suite 103D, College Station, Texas 77840, USA ("Brazos Technology") and City of Bedford, a Texas Municipality, having its principal place of business at 2121 L. Don Dodson, Bedford, TX 76021 ("Licensee").

Licensee

WHEREAS, BRAZOS TECHNOLOGY has provided to Licensee certain software as specified in Exhibit A of this Agreement ("Covered Software") pursuant to a software license agreement between the parties (the "License Agreement"); and

WHEREAS, Licensee wishes to have BRAZOS TECHNOLOGY provide maintenance and support services pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

I. INCORPORATION OF DOCUMENTS

The following documents are attached hereto and, by this reference, incorporated in this Agreement:

Exhibit A	Covered Sites, Software & Configuration
Exhibit B	Authorized Licensee Contacts
Exhibit C	Services and Fees

II. COVERAGE

During the term of this Agreement, BRAZOS TECHNOLOGY agrees to provide maintenance and support services for the Covered Software operating at the site(s) and on the hardware configurations listed in Exhibit A ("Maintenance Services"). Unless specifically listed in Exhibit A, Section II, Covered Software does not include hardware vendor operating systems and other system software, Licensee-developed software, and third-party software (except any third party software embedded in the Covered Software).

III. DESCRIPTION OF MAINTENANCE SERVICES

A. Support Services. During the term of this Agreement, BRAZOS TECHNOLOGY will provide the services described herein so as to maintain the Covered Software in good working order, keeping it free from material defects so that the Covered

Software shall function properly and in accordance with the accepted level of performance as set forth in the License Agreement.

(1) Service Response. BRAZOS TECHNOLOGY will make available to Licensee a telephone number (the "Support Center HOTLINE") for Licensee to call requesting service of the Covered Software. The Support Center HOTLINE operates 24 x 7 x 365. The HOTLINE can also be used to notify BRAZOS TECHNOLOGY of problems associated with the Covered Software and related documentation.

B. Remedial Support. Upon receipt by BRAZOS TECHNOLOGY of notice from Licensee through the Support Center HOTLINE of an error, defect, malfunction or nonconformity in the Covered Software, BRAZOS TECHNOLOGY shall respond as provided below:

Severity 1: Produces an emergency situation in which the Covered Software is inoperable, produces incorrect results, or fails catastrophically.

RESPONSE: BRAZOS TECHNOLOGY will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone will be provided within one (1) hour. BRAZOS TECHNOLOGY will continue to provide best efforts to resolve Severity 1 problems in less than forty-eight (48) hours. The resolution will be delivered to Licensee as a work-around or as an emergency software fix. If BRAZOS TECHNOLOGY delivers an acceptable work-around, the severity classification will drop to a Severity 2.

Severity 2: Produces a detrimental situation in which performance (throughput or response) of the Covered Software degrades substantially under reasonable loads, such that there is a severe impact on use; the Covered Software is usable, but materially incomplete; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.

RESPONSE: BRAZOS TECHNOLOGY will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonable possible, but in any event a response via telephone will be provided within four (4) hours. BRAZOS TECHNOLOGY will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution will be delivered to Licensee in the same format as Severity 1 problems. If BRAZOS TECHNOLOGY delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

Severity 3: Produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact.

RESPONSE: BRAZOS TECHNOLOGY will exercise best efforts to resolve Severity 3 problems in the next maintenance release.

Severity 4: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from BRAZOS TECHNOLOGY.

RESPONSE: BRAZOS TECHNOLOGY will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in future maintenance releases.

C. Maintenance Services. During the term of this Agreement, BRAZOS TECHNOLOGY will maintain the Covered Software by providing software updates and enhancements to Licensee as the same are offered by BRAZOS TECHNOLOGY to its licensees of the Covered Software under maintenance generally ("Updates"). All software updates and enhancements provided to Licensee by BRAZOS TECHNOLOGY pursuant to the terms of this Agreement shall be subject to the terms and conditions of the License Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

- (1) Bug fixes;
- (2) Enhancements to market data service software provided by BRAZOS TECHNOLOGY to keep current with changes in market data services or as BRAZOS TECHNOLOGY makes enhancements;
- (3) Enhancements to keep current with the current hardware vendor's OS releases, as available from BRAZOS TECHNOLOGY, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by BRAZOS TECHNOLOGY; and
- (4) Performance enhancements to Covered Software.
- (5) Updates do not include:
 - (a) Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and
 - (b) New operating system updates or hardware bios updates.

Updates will be provided in machine-readable format and updates to related documentation will be provided in hard copy form. All such deliveries shall be made electronically to the installed computers automatically during a sync

process. Licensee agrees to sync each device no less than once per month to obtain any software or configuration changes. Duplication, distribution and installation of documentation updates are the responsibility of Licensee. If requested, BRAZOS TECHNOLOGY will provide on-site assistance in the installation of Updates on a time and materials basis, plus expenses.

BRAZOS TECHNOLOGY will provide support services for previous releases for a minimum period of six (6) months following the general availability of a new release or software update. After this time, BRAZOS TECHNOLOGY shall have no further responsibility for supporting and maintaining the prior releases.

BRAZOS TECHNOLOGY assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if the Licensee has made changes to the system hardware/software configuration or modifications to any supplied source code which changes effect the performance of the Covered Software and were made without prior notification and written approval by BRAZOS TECHNOLOGY. BRAZOS TECHNOLOGY assumes no responsibility for the operation or performance of any Licensee-written or third-party application.

D. Services Not Included. Maintenance Services do not include any of the following: (1) custom programming services; (2) on-site support, including installation of hardware or software; (3) support of any software not Covered Software; (4) training; or (5) out-of-pocket and reasonable expenses, including hardware and related supplies.

IV. ON-SITE SUPPORT

As requested by Licensee, and upon reasonable notice and approval by BRAZOS TECHNOLOGY, BRAZOS TECHNOLOGY shall maintain personnel at any of the covered Sites. On-site personnel will perform ongoing system administration, monitoring, reconfiguration and tuning, problem diagnosis, and resolution, and interfacing with Licensee personnel on production system issues, to the extent possible during normal business hours. These personnel shall also be responsible for the installation of new BRAZOS TECHNOLOGY software releases on the production system and the distribution of documentation updates. In addition, on-site personnel will provide training to Licensee personnel on the operation and administration of the Covered Software as time permits.

V. TIME AND MATERIALS SERVICES

A. For Non-BRAZOS TECHNOLOGY Problems. In the event that Licensee notifies BRAZOS TECHNOLOGY of a problem experienced by Licensee in connection with the operation of the Covered Software, BRAZOS TECHNOLOGY shall respond as provided in Section III.B., above. If the cause of

such problem is not an error, defect or nonconformity in the Covered Software, Licensee shall compensate BRAZOS TECHNOLOGY for all work performed by BRAZOS TECHNOLOGY in connection therewith, on a time and materials basis at Brazos Technology's then current standard rates, unless otherwise agreed by the parties in writing at the time, plus expenses. Expenses for travel and travel-related expenses and individual expenses in excess of US\$500 require the prior approval of Licensee.

B. For Non-BRAZOS TECHNOLOGY Software. Upon request and reasonable notice from Licensee, BRAZOS TECHNOLOGY will provide assistance in the installation of non-BRAZOS TECHNOLOGY software on a time and materials basis, plus expenses. Non-BRAZOS TECHNOLOGY software consists of any software not specifically listed in Exhibit A, Section II, including the following:

1. New releases and updates to hardware vendor operating systems and other system software not listed in Exhibit A;
2. Licensee-developed software; and
3. Third-party software (except third party software embedded in the Covered Software).

VII. ACCESS

Software Maintenance is conditioned upon provision by Licensee to BRAZOS TECHNOLOGY of reasonable appropriate access to the system(s) running the Covered Software, including, but not limited to, passwords, system data, file transfer capabilities, and remote log-in-capabilities. BRAZOS TECHNOLOGY will maintain security of the system and use such access only for the purposes of this Agreement and will comply with Licensee standard security procedures. Information accessed by BRAZOS TECHNOLOGY agents or employees as a result of accessing Licensee system shall be deemed confidential information pursuant to the terms of the Software License Agreement executed concurrently between the parties hereto.

Licensee shall also use commercially reasonable efforts to provide an active voice telephone line at each site which is available continuously when required for support access.

VIII. PROBLEM REPORTING AND TRACKING PROCEDURES

Licensee may use the services described herein only by making reference to the authorized support Agreement number. All such reports and requests will be made through the authorized individuals (up to two [2] per site), designated by Licensee in Exhibit B, who may be changed by Licensee from time to time by written notice to BRAZOS TECHNOLOGY. A twenty-four (24) hour Support Center HOTLINE is provided for problem reporting outside of normal business hours.

IX. FEES

A. Maintenance Fees. Fees for Maintenance Services provided under this Agreement are contained in Exhibit C. Any time a site or software package is added or deleted from Exhibit A, BRAZOS TECHNOLOGY will automatically adjust and/or amend Exhibit A and Exhibit C accordingly. BRAZOS TECHNOLOGY will also perform a bi-annual audit of all sections in Exhibit A. If changes have occurred, BRAZOS TECHNOLOGY will adjust and/or amend Exhibit A and Exhibit C, and maintenance fees will be adjusted accordingly.

Rates will be reviewed and adjusted accordingly when another site is added and/or the workstation/server base increases (i.e., added equipment and/or installed software) and/or software to be supported exceeds the Covered Software.

B. Expenses. Licensee agrees to reimburse BRAZOS TECHNOLOGY for reasonable expenses related to the performance of services. Expenses may include, but are not limited to, charges for materials, freight, travel (including lodging and associated expenses), printing and documentation, and other out-of-pocket expenses reasonably required for performance. Expenses for travel and travel-related expenses and individual expenses in excess of US\$500 require the prior approval of Licensee.

X. PAYMENT

A. Maintenance fees and fees for on-site support, if applicable, will be invoiced annually, thirty (30) days in advance of the year.

XI. EXCLUSION OF LIABILITY

BRAZOS TECHNOLOGY MAKES AND LICENSEE RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES AND AGREES THAT THE MAINTENANCE FEES AND OTHER CHARGES WHICH BRAZOS TECHNOLOGY IS CHARGING UNDER THIS AGREEMENT DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY BRAZOS TECHNOLOGY OF THE RISK OF LICENSEE CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES. ACCORDINGLY, BRAZOS TECHNOLOGY SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, IN NO EVENT SHALL BRAZOS TECHNOLOGY BE LIABLE HEREUNDER TO LICENSEE FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THAT PAID BY LICENSEE TO BRAZOS TECHNOLOGY UNDER THIS AGREEMENT AS A

MAINTENANCE FEE FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION.

XII. General

A. Each party acknowledges that it is bound by the terms of this Agreement and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other Agreement with respect to software maintenance, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

B. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas. Any and all proceedings relating to the subject matter hereof shall be maintained in the state or federal courts of Brazos County, Texas, which courts shall have exclusive jurisdiction for such purpose. Each of the parties waives any objection to venue or in personam jurisdiction, provided that service is effective.

C. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

D. Neither party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any other person or entity, in whole or in part.

E. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

XIII. TERM AND TERMINATION

The term of this Agreement shall be for one (1) year. Software Maintenance service shall commence upon the expiration of the Warranty Period set forth in the License Agreement and shall remain in effect for the original one-year (1-year) term and, thereafter, for renewal terms on a year-to-year basis until terminated (i) by Licensee in the event the Covered Software is taken out of service and upon sixty (60) days' notice to BRAZOS TECHNOLOGY; (ii) by either party upon sixty (60) days' notice prior to the expiration of the original one-year (1-year) or any subsequent one-year (1-year) renewal term; (iii) by either party upon a default of the other party, such default remaining uncured for thirty (30) days from the date of written notice from the non-defaulting party to the other specifying such default; (iv) upon the bankruptcy or insolvency of BRAZOS TECHNOLOGY; or (v) the License Agreement is terminated. Upon such termination, BRAZOS TECHNOLOGY shall refund to Licensee a portion of



v1.0

the maintenance fee prorated to reflect the date of termination and neither BRAZOS TECHNOLOGY nor Licensee shall have any further obligations hereunder.

IN WITNESS WHEREOF, each party has caused a counterpart of the original of this Agreement to be executed as of the date first written above by its duly authorized representative.

CITY OF BEDFORD, TX

BRAZOS TECHNOLOGY

Signed: _____

Signed: _____

Print Name: _____

Print Name: Michael McAleer

Title: _____

Title: President

Date: _____

Date: _____

EXHIBIT A -- COVERED SITES, SOFTWARE AND CONFIGURATION**A. Covered Sites.**

This Agreement covers the following Licensee sites:

Bedford Police Department
Bedford Municipal Court

B. Covered Software.

This Agreement covers the following software components at each site listed in Exhibit A, Section A:

Brazos BuildIT Website for eCitation processing
Brazos RunIT Mobile software
eCitation processing for both Symbol MC70s

C. Covered Configuration.

This Agreement covers the following configuration:

Seven (7) workstation/PDA licenses of Covered Software purchased by Licensee.

EXHIBIT B -- AUTHORIZED LICENSEE CONTACTS

For purposes of this Agreement, the following individuals shall be designated per site as the authorized Licensee support contacts:

Bedford PD Address:

Name	Title	Phone #
Contact: _____		

EXHIBIT C -- SERVICES AND FEES**A. Maintenance Fee**

Maintenance Services for the applications and configuration listed in Exhibit A will be included in the software cost for the first year of this Agreement. This fee will be adjusted at each anniversary date of this Agreement to the then current pricing. Should additional software be licensed and installed at the Covered Site(s), the fee will be adjusted to reflect the additional software.

ADDENDUM NO. 1

**Contract between Brazos Technology and the City of Bedford dated _____, 2010 (the
("Contract"))**

**WHEREAS, Brazos Technology ("Brazos") and the City of Bedford, Texas (the "City") hereby
desire to amend the Contract by adding additional equipment, based on the terms and conditions
set forth in attached Exhibit "A;" and**

**WHEREAS, Brazos and City desire to have all terms and conditions of the Contract apply to this
Addendum No. 1.**

NOW, THEREFORE, be it resolved, that:

**Section 1. This Addendum and attached Exhibit "A" is hereby approved and made a part of
the Contract.**

Section 2. The Contract shall remain in full force and effect.

**Section 3. Brazos shall deliver the equipment shown on attached Exhibit "A" within forty-five
(45) days of execution of this Addendum No. 1.**

Entered into this _____ day of _____, 2010.

CITY OF BEDFORD:

BRAZOS TECHNOLOGY

By: _____

By: _____