

AGENDA

Regular Meeting of the Bedford City Council
Tuesday, September 22, 2015
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021

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

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

COUNCIL CHAMBER WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Present report on the 2015 BluesFest.

REGULAR SESSION

CALL TO ORDER/GENERAL COMMENTS

INVOCATION

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS/UPCOMING EVENTS

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Employee service recognition.
2. Proclamation declaring October 11, 2015 as National Day of Service Day in the City of Bedford.
3. Proclamation recognizing October 6, 2015 as the official day for National Night Out in the City of Bedford.
4. Proclamation recognizing October 2015 as Crime Prevention Month in the City of Bedford.
5. Proclamation recognizing October 2015 as Fire Prevention Month in the City of Bedford.

APPROVAL OF THE MINUTES

6. Consider approval of the following City Council minutes:
 - a) September 8, 2015 regular session
 - b) September 15, 2015 special session

NEW BUSINESS

7. **Public hearing and consider an ordinance to rezone Lot 2, Block 1, Saint Vincents Addition, located at 1717 Schumac Lane, Bedford, Texas from (R75) Residential to (R75/SUP) Residential 7,500/Specific Use Permit, specific to Section 3.2.C(2)a, Churches, Temples and Synagogues (places of religious worship) and 3.2.C.(3)a, Primary and Secondary School of the City of Bedford Zoning Ordinance, allowing for Archangel Michael Church to operate a church and school. The subject property is generally located north of Schumac Lane and east of Forest Ridge Drive. (Z-280)**
8. **Consider an ordinance amending the City of Bedford Code of Ordinances Appendix A – Schedule of Fees, by updating fees imposed by the City; containing a savings clause; repealing all ordinances in conflict herewith; and providing for an effective date.**
9. **Consider a resolution authorizing the City Manager to enter into a multi-year agreement between the City of Bedford, Texas and Motorola Solutions, Inc. in the amount of \$309,613.34 for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager.**
10. **Consider a resolution authorizing payment to the City of North Richland Hills, in the amount of \$31,701.96, to provide continuous maintenance for subscriber radios and auxiliary equipment.**
11. **Consider a resolution authorizing the City Manager to enter into a contract with Kimley Horn & Associates, Inc. in the amount of \$20,000 for additional design work at the Boys Ranch Park.**
12. **Consider a resolution authorizing the City Manager to enter into a contract with Baird Hampton & Brown Inc. in the amount of \$38,290 for the Brookwood Stream Study for future drainage system improvements in the Brookwood Hills Addition.**
13. **Consider a resolution authorizing the City Manager to enter into contract with King Engineering Associates Inc. in the amount of \$28,000 for assistance with the Texas Water Development Board (TWDB) requirements for six water main improvement projects as related to the State Water Implementation Fund for Texas (SWIFT).**
14. **Consider authorizing the City Manager to enter into an Interlocal Agreement between City of Hurst, City of Ft. Worth, and the City of Bedford for flood protection planning grant assistance filed with the Texas Water Development Board by the City of Hurst.**
15. **Consider a resolution appointing members to Bedford’s Citizen Boards and Commissions.**
16. **Report on most recent meeting of the following Boards and Commissions:**
 - ✓ **Animal Shelter Advisory Board - Councilmember Fisher**
 - ✓ **Beautification Commission - Councilmember Turner**
 - ✓ **Community Affairs Commission - Councilmember Farco**
 - ✓ **Cultural Commission - Councilmember Champney**
 - ✓ **Library Advisory Board - Councilmember Farco**
 - ✓ **Parks and Recreation Board - Councilmember Sartor**
 - ✓ **Teen Court Advisory Board - Councilmember Gebhart**
 - ✓ **Senior Citizen Liaison - Councilmember Turner**
17. **Council member Reports**
18. **City Manager/Staff Reports**

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, September 18, 2015 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

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

Date Notice Removed



Council Agenda Background

<u>PRESENTER:</u> Jeff Gibson, Police Chief James Tindell, Fire Chief Thomas Hoover, Public Works Director	<u>DATE:</u> 09/22/15												
Council Recognition													
<u>ITEM:</u> Employee Service Recognition City Manager Review: _____													
<u>DISCUSSION:</u> The following employees have completed a service period and are eligible for recognition: <table><tr><td>Adriana Arreola</td><td>Police Department</td><td>10 years</td></tr><tr><td>Derek Ray</td><td>Fire Department</td><td>15 years</td></tr><tr><td>Jerry Laverty</td><td>Public Works</td><td>15 years</td></tr><tr><td>Tommy Peterson</td><td>Fire Department</td><td>35 years</td></tr></table>		Adriana Arreola	Police Department	10 years	Derek Ray	Fire Department	15 years	Jerry Laverty	Public Works	15 years	Tommy Peterson	Fire Department	35 years
Adriana Arreola	Police Department	10 years											
Derek Ray	Fire Department	15 years											
Jerry Laverty	Public Works	15 years											
Tommy Peterson	Fire Department	35 years											
<u>ATTACHMENTS:</u> N/A													



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 09/22/15

Council Recognition

ITEM:

Proclamation declaring October 11, 2015 as National Day of Service in the City of Bedford.

City Manager Review: _____

DISCUSSION:

Sharon Katz, Chairman of the Celebration 125 Committee will accept the proclamation.

ATTACHMENTS:

Proclamation
Letter of Request



CITY OF
BEDFORD

Proclamation

WHEREAS: October 11, 2015, marks the 125th anniversary of the founding of the National Society Daughters of the American Revolution to honor the memory and the spirit of the men and women who achieved American independence; and

WHEREAS: Nearly 1 million members have since fulfilled this vibrant service organization's mission to promote historic preservation, education and patriotism; and

WHEREAS: Daughters are currently celebrating their founding and their future by providing 10 million hours of service to America, including the National DAR Day of Service on October 11, 2015; and

WHEREAS: The Captain Nathaniel Mills NSDAR Chapter of the DAR was founded November 15 in the year 1962 to complete this important service work on the local level; and

WHEREAS: The Captain Nathaniel Mills NSDAR Chapter's project Paint One - Feed Many, will support the Tarrant Area Food Bank (TAFB) by painting ceramic bowls to be used at their annual fundraiser Empty Bowls - An Artful Taste To End Hunger as part of this nationwide day of service; and

WHEREAS: It is fitting and proper to accord official recognition to this expression of goodwill and dedication.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim October 11, 2015 as:

National Day of Service

in the City of Bedford and ask all citizens to likewise serve others as an outward expression of appreciation for the privilege of U.S. citizenship.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this 22nd day of September, 2015.

JIM GRIFFIN, MAYOR



Michael and Amanda,

On October 11 this year Daughters of the American Revolution will celebrate their 125th anniversary.

To celebrate this day, NSDAR has proclaimed that October 11, 2015 be a National Day of Service where each chapter chooses a service project to be done on that date. The Captain Nathaniel Mills Chapter's project is **Paint One - Feed Many** which will support the Tarrant Area Food Bank (TAFB) by painting ceramic bowls to be used at their annual fundraiser **Empty Bowls - An Artful Taste To End Hunger**.

Our chapter is requesting a proclamation from the City of Bedford making October 11, 2015 a National Day of Service. Attached is a sample proclamation created by National Society Daughters of the America Revolution.

We want a society founded on service.~Eugenia Washington

Essentially, by conducting community service projects, we are fulfilling the vision of our founder Eugenia Washington quoted above

If you have any questions, please contact me via e-mail at this address or by phone.

Barbara Collier





Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 09/22/15

Council Recognition

ITEM:

Proclamation recognizing October 2015 as Crime Prevention Month in the City of Bedford.

City Manager Review: _____

DISCUSSION:

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

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

Police Chief Jeff Gibson and Sergeant Doug Crowell will be accepting this proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

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

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

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

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

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

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

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

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

Crime Prevention Month

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

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
22nd day of September, 2015.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 09/22/15

Council Recognition

ITEM:

Proclamation recognizing October 6, 2015 as the official day for National Night Out in the City of Bedford.

City Manager Review: _____

DISCUSSION:

The 32nd Annual National Night Out is a unique, inexpensive crime/drug prevention event that is scheduled for Tuesday, October 6, 2015.

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

From 7:00 p.m. to 10:00 p.m. on October 6, residents from Bedford and across Texas are asked to lock their doors, turn on outside lights and spend the evening outside with neighbors and police. Many neighborhoods throughout Bedford will be hosting a variety of special events, such as block parties, cookouts and visits from officers and volunteers of the Police Department.

Police Chief Jeff Gibson and Sergeant Doug Crowell will be accepting the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

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

WHEREAS, the 32nd annual National Night Out Against Crime is a nation-wide event designed to promote neighborhood safety; and

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

WHEREAS, on October 6, neighborhoods across Texas will turn on porch lights in observance of National Night Out.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim October 6, 2015, as:

National Night Out

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

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
22nd day of September, 2015.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 09/22/15

Council Recognition

ITEM:

Proclamation recognizing October 2015 as Fire Prevention Month in the City of Bedford.

City Manager Review: _____

DISCUSSION:

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

The Fire Department will host an Open House with live demonstrations and citizen interaction at the Central Fire Station on Saturday, October 17, 2015 from 10:00 a.m. until 2:00 p.m.

The national fire prevention theme for 2015 is “Here The Beep Where You Sleep: Every Bedroom Needs A Working Smoke Alarm.”

Deputy Chief Bobby Sewell will accept the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

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

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

WHEREAS, the 2015 Fire Prevention theme, "Here The Beep Where You Sleep: Every Bedroom Needs A Working Smoke Alarm", effectively serves to remind us all of the simple actions we can take to keep our homes and families safe from fire during Fire Prevention Month and year-round; and

WHEREAS, citizens are invited to the Bedford Fire Department's Open House, Saturday, October 17, 2015, 10 a.m. until 2 p.m. at the Central Fire Station with life and fire safety demonstrations, preparedness and prevention information, and fun for the whole family.

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

Fire Prevention Month

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

In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this 22nd day of September, 2015.

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Amanda Jacobs, Assistant City Secretary

DATE: 09/22/15

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) September 8, 2015 regular session
- b) September 15, 2015 special session

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

September 8, 2015 regular session
September 15, 2015 special session

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 6:00 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 8th day of September, 2015 with the following members present:

Jim Griffin	Mayor
Ray Champney	Council Members
Steve Farco	
Roger Fisher	
Dave Gebhart	
Rusty Sartor	
Roy W. Turner	

constituting a quorum.

Staff present included:

Roger Gibson	City Manager
Kelli Agan	Assistant City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Administrative Services Director
Natalie Foster	Public Information Officer
Les Hawkins	Interim Police Chief
Meg Jakubik	Strategic Services Manager
Jill McAdams	Human Resources Director
Emilio Sanchez	Planning Manager
James Tindell	Fire Chief

COUNCIL CHAMBER WORK SESSION

Mayor Griffin called the Work Session to order at 6:00 p.m.

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

Council discussed placing the following items on consent: 2, 8, 9, 10 and 11.

In answer to questions regarding Item #8 for Blackboard Connect, Strategic Services Manager Meg Jakubik stated that the City can send unlimited messages; that the fee is structured on the number of accounts; that to capture residents' cell phone numbers, the City advertises through the website, the City magazine, and at City events; that publicly available land lines are uploaded into the system; that staff will look at having fliers at City facilities; that there is a character limit for text messages but that staff works to siphon down messages; that the City was contacted by a competitor, who was unable to personalize messages through information captured from warrants and utility billing; that the City used the leverage with the competitor to work with Blackboard to reduce their rate with the contingency that the City agrees to a three-year contract; and that the savings is over \$19,000.

Administrative Services Director Cliff Blackwell presented information regarding Item #9. He stated that the Public Funds Investment Act dictates that the governing body must review the Investment Policy at least once annually. The main changes are to the makeup of the Investment Committee and the investment officers by removing the positions of Deputy City Manager and Managing Director and adding the position of Assistant City Manager. Further, the amount of required training for investment officers that have completed their initial training has been reduced to eight hours every two years. In answer to

questions from Council, Mr. Blackwell stated that the Federal Deposit Insurance Corporation (FDIC) component of the Policy was already covered in the beginning of the document and is not really a form of collateral. In answer to questions from Council, Tom Ross with Valley View Consulting stated that the City's funds are insured by the FDIC or are collateralized by pledged securities; and that the City's Investment Policy requires that the funds be 102 percent collateralized.

In answer to questions from Council regarding Item #10, Mr. Blackwell stated that the differences between the hard copy of the agreement presented to Council at the meeting and the one that was in their packet are minute and mostly grammatical in nature. It was stated that there were no changes to the deal points of the agreement.

Mr. Blackwell presented information regarding Item #11, which is the Notice of Intent to Issue Certificates of Obligation (COs). Once this item is approved, the next items are to publicize that the City intends to issue COs, receive bond pricing from the Texas Water Development Board (TWDB), and come back to Council at the November 10 meeting to ask for approval of the ordinance. By that time, the rates should be finalized, with the closing of the bond proceeds being around December 9. The TWDB will close their bond sale on November 4.

Mayor Griffin adjourned the Work Session at 6:14 p.m.

REGULAR SESSION

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

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order. He stated that the City had a fantastic BluesFest the previous weekend and commented on staff's teamwork and customer-oriented attitude. He stated that everybody did a great job and made Bedford proud, which he also heard from vendors, performers and others at the event. He stated that Council appreciates everything staff does.

INVOCATION

Councilmember Sartor gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the flags of the United States and Texas were given.

ANNOUNCEMENTS/UPCOMING EVENTS

Public Information Officer Natalie Foster stated that the tenth annual Dog Splash Day and 2K9 walk-run will be Saturday at the Boys Ranch Park. The walk-run will be around the Boys Ranch from 8:30 a.m. to 9:30 a.m., with the Dog Splash Day starting at 10:00 a.m. There will be competitions for best costume and diving, and dogs must have proof of current rabies shots and a City license. Also on Saturday, the Crud Cruiser will be at Meadow Park from 9:00 a.m. to 11:00 a.m., where residents can bring their household hazardous waste for recycling. Proof of residency is required. The following weekend, the Old Bedford School will be holding a two-day centennial event. On Saturday, September 19 from 3:00 p.m. to 6:00 p.m., there will be a reception to meet former students. On Sunday, September 20, starting at 4:00 p.m., there will be live music, a car show, a photo booth, and a historical scavenger hunt, ending with theatrical fireworks.

Ms. Foster presented an update on the Boys Ranch Master Plan. The Texas Department of Parks and Wildlife came out in mid-August before the lake was dredged and moved 75 game fish to Lake Worth. As the lake was draining, staff coordinated with the construction crew to relocate bottom feeding fish to other Bedford parks. Staff patrolled the lake property to help assist any wildlife that needed to be relocated, with turtles taken to area creeks. At the direction of Parks and Wildlife, buckets of water were placed high around the lake to encourage ducks to head to higher lake areas. The construction crews continue to excavate and reshape the lake, the island has been removed and a fountain will be installed

to help circulation and healthy wildlife conditions. Parks and Wildlife and the Army Corps of Engineers will be building fish habitats under the water to research how the fish adapt and breed. Currently, several bridge structures have been put in place and the kids play area is near completion; however, a fence has been installed to keep people out until construction is complete. Depending on weather conditions and the light, Phase I is scheduled to be complete by the end of November.

OPEN FORUM

Nobody chose to speak during Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Champney, seconded by Councilmember Turner, to approve the following items by consent: 2, 8, 9, 10 and 11.

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

COUNCIL RECOGNITION

1. Proclamation proclaiming September 2015 as Blood Cancer Awareness Month in the City of Bedford.

Mayor Griffin read a proclamation proclaiming September 2015 as Blood Cancer Awareness Month in the City of Bedford. Mark Lenc with the North Texas Chapter of the Leukemia and Lymphoma Society accepted the proclamation.

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:

- a) **August 25, 2015 regular session**
- b) **September 1, 2015 special session**

This item was approved by consent.

PERSONS TO BE HEARD

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

- a) **Tom Culbert, 1925 Charleston, Drive, Bedford, Texas 76022 – Requested to speak to Council regarding the Senior Center and Procedures.**

Tom Culbert, 1925 Charleston Drive, Bedford – Mr. Culbert stated that he did not know if the Senior Center was making any headway on the dance funds or the voluntary contributions to the food fund, and asked if ample money was being collected. He stated that there used to be \$10,000 in the dance fund, which went down to \$2,000 before the dance committee was dissolved. There is no longer a Senior Center Advisory Board because the Council dissolved it. He asked if the Center is rudderless, if they are making headway and is there any control. He stated that they have averaged 58 people at the last four dances at \$6.00 per person for a total \$348. They are not paying the trios as much as the bigger bands and they are paying a man to dance with the unescorted women at the dances. He asked if success is being achieved in the dances. There was discussion on the dances being well run; that staff is managing events and activities; and that a Council liaison has been added for senior citizens. Mr. Culbert stated that the Council has a restrictive speaking agenda. There was discussion on how citizens can sign up to speak on the agenda and the City providing events and activities for seniors. Mr. Culbert stated that as a tax payer, he is concerned about whether the dances are making or losing money. There was discussion that most City facilities are not profit centers; that the Senior Center brings in approximately \$15,000 a year in revenue; that staff will look into the funding for food and dances; Council members coming to the dances; that any citizen has the ability to contact staff or the Council at any time to bring forward issues; that the former Advisory Board was ineffective; a series of meetings that have been held with the Senior Center Manager Cathy Haskell, Community Services Manager Eric Valdez, and Assistant

City Manager Kelli Agan regarding the direction of Center; new activities that may be offered at the Center including lectures and yoga classes; Council and seniors wanting the dances to continue; line items that have been budgeted for the Senior Center including a new patio and partitions; that the dances pay for themselves and the City having funding in case they do not; the objective being to have a better Center than the City's neighbors; staff and Council being accessible and customer service oriented; and citizens not having to wait until Council meetings to get action on issues. There was Council discussion on the Open Forum portion of the agenda including changing it to the previous structure whereby people could address any concerns at the end of the meeting; the reasons for the changes including enhancing citizens ability to speak as previously, Council was unable to respond to topics that were not on the agenda; the Persons to be Heard portion of the agenda; and the Texas Open Meetings Act.

NEW BUSINESS

4. Consider an ordinance adopting the annual budget for the City of Bedford, Texas for the fiscal period of October 1, 2015 through September 30, 2016; levying taxes for 2015; providing for intra-fund and/or intra-departmental transfers; providing for investment of idle funds; and declaring an effective date.

Strategic Services Manager Meg Jakubik presented information regarding this item. The draft budget was presented to Council at the end of July and an in-depth work session was held over what the City Manager and staff were proposing to fund the operations of the City for Fiscal Year 2015-2016. She thanked all of staff for their assistance in putting together the budget. There was discussion on the work done by staff and the transparency of the budget.

Councilmember Gebhart stated that he was going to vote against the budget but wanted to explain why. He stated that he has the utmost respect for staff, and he is not dissatisfied with how the budget was put together. He stated that he has a philosophical difference with funds going to a private charity and he does not believe it is appropriate for public money to go them. It was explained to him that the funds go towards general improvements but after a lot of thought and discussion with other members of Council and other leaders, he does not agree that it is appropriate application under the general welfare clause. He stated that it is strictly a matter of philosophy of how government should operate, how the funds should be used that are entrusted to them and what they should do to follow their charge to uphold the Constitution.

There was discussion on the language required by the State regarding a property tax increase and that the tax rate to be voted on is the exact same rate that funded the City the previous year.

In response to Councilmember Gebhart, Councilmember Fisher stated the charitable organization being discussed is 6Stones, on which he serves as a member of the board. He stated that he does not care if the City gives money to them or not. He cares about the results of the money that the City has given them, which goes directly back into community and has impacted 40 to 50 homes. This includes renovations on homes due to Code issues whose owners were unable to do the work themselves. He stated that the City could write the owner a ticket or fix the issue and put a lien against the property. He stated that 6Stones helps cities with these issues by getting together businesses, churches and the community, with the cities providing seed money to cover their costs. They get 1,600 volunteers to clean up neighborhoods twice a year. He stated the money paid into 6Stones is small compared to the value the City receives. Typically the homes are in the older part of the City, property values are maintained or increased, and time-on-market has been considerably decreased. He stated that they are the best spent funds by the finest non-profit in the country and that the City should be proud it is growing from the HEB area.

There was discussion on the budget including it addressing the future. There was further discussion on 6Stones including money coming back into the City; concerns with the program at first; the program serving as an economic development investment; and the value provided by 6Stones exceeding the City's contributions. Councilmember Gebhart stated that he does not question the 6Stones ministry and that they do great work and thanked the other members of Council for speaking their minds and disagreeing in a civil way.

Motioned by Councilmember Champney, seconded by Councilmember Farco, that property taxes increase by the adoption of a tax rate of \$0.494830 per \$100.00 assessed valuation; and approve an ordinance adopting the annual budget for the City of Bedford, Texas for the fiscal period October 1, 2015 through September 30, 2016.

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

Voting in favor of the motion: Mayor Griffin, Councilmember Sartor, Councilmember Champney, Councilmember Farco, Councilmember Turner and Councilmember Fisher

Voting in opposition to the motion: Councilmember Gebhart

5. Consider a resolution to ratify the property tax increase as reflected in the 2015/2016 City of Bedford Program of Services (Budget).

Ms. Jakubik presented information regarding this item, which is a procedural vote required by House Bill 3195. Any time a tax rate is adopted that exceeds the effective rate, it is a requirement to ratify the property tax revenue increase. The increase is coming from changes in values in property and the actual tax rate is not changing.

Motioned by Councilmember Farco, seconded by Councilmember Turner, to approve a resolution to ratify the property tax increase as reflected in the 2015/2016 City of Bedford Program of Services (Budget).

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

6. Consider an ordinance amending the schedule of water rates by amendment of Section 1., Ordinance No. 14-3107; providing a repealing clause; providing a severability clause; and declaring an effective date.

Ms. Jakubik presented information regarding this item, which is for the approval of the water rates. She stated that as was discussed in the budget process and work sessions, the City had a consultant examine water rates and determined that there was sufficient revenue to support the system. Per Council direction, staff is recommending a pass-through of the increase of water purchase costs from the Trinity River Authority (TRA), which is over 17 cents per 1,000 gallons. The volume rate would increase from \$3.38 to \$3.55 per 1,000 gallons. Further, staff is recommending a two percent increase on base rates to account for the debt service on the loan with the SWIFT funding. There would be a placeholder for that revenue to have adequate surplus to incur that debt service when it is passed later in the year.

There was discussion on water and sewer rates increasing every year; previous Councils not passing through rate increases; the need for new infrastructure and the increasing costs of infrastructure; the City being beholden to another entity for water; the SWIFT loan allowing for the redevelopment of 75 percent of the water and sewer system at a savings of up to \$20M in interest payments based on current rates; the age of the infrastructure and water main breaks; the proper use of government funds; transparency and honesty; and looking forward and taking care of things in an orderly way.

Motioned by Councilmember Turner, seconded by Councilmember Champney, to approve an ordinance amending the schedule of water rates by amendment of Section 1., Ordinance No. 14-3107; providing a repealing clause; providing a severability clause; and declaring an effective date.

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

7. Consider an ordinance amending the schedule of sewer rates by an amendment of Section 1., Ordinance No. 14-3108; providing a repealing clause; providing a severability clause; and declaring an effective date.

Ms. Jakubik presented information regarding this item, which is for the approval of the sewer rates. She stated that the Water/Sewer Fund is an enterprise fund that operates like a business in that expenses are recouped through fees. The consultant found that the water revenue was sufficient to cover its operational costs and sewer revenue was being subsidized by water revenue. Staff is recommending

that the situation be rectified so that the both components of the system are supporting its own operations. Staff is recommending a two-part increase in the volume rate, with a \$0.15 per 1,000 gallon increase directly tied to the increased costs from TRA to treat wastewater, and a \$0.186 per 1,000 gallons to meet the operational needs of the system. The total impact is an increase on the rate from \$2.21 to \$2.55 per 1,000 gallons. Because volume fluctuates and only provides so much revenue to the system, staff is also recommending an increase of five percent to the base rates.

Motioned by Councilmember Champney, seconded by Councilmember Turner, to approve an ordinance amending the schedule of sewer rates by an amendment of Section 1., Ordinance No. 14-3108; providing a repealing clause; providing a severability clause; and declaring an effective date.

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

8. Consider a resolution authorizing the City Manager to enter into a contract with Blackboard, Inc., to provide a mass notification system for the City of Bedford, in the amount of \$18,926.70.

This item was approved by consent.

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

This item was approved by consent.

10. Consider a resolution authorizing the Mayor to enter into a Financing Agreement between the Texas Water Development Board (TWDB) and the City of Bedford, for financial assistance from the State Water Implementation Revenue Fund for Texas.

This item was approved by consent.

11. Consider all matters incident and related to approving and authorizing publication of notice of intention issue certificates of obligation, including the adoption of a resolution pertaining thereto.

This item was approved by consent.

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

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

Councilmember Fisher reminded everybody about Bark Day at Splash and the 2K9 run. He discussed the ducks at the Boys Ranch Lake and stated that bread is not good for them and it is being thrown into peoples' yards. Signs will be installed asking people to not feed bread to the ducks. Staff has agreed to feed the ducks twice a day with a dietary blend of duck food, which will reduce the nuisance to residents and make for healthier wildlife.

✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner reported that the Commission will meet on the third Monday of the month and that the Crud Cruiser event will be on Saturday from 9:00 a.m. to 11:00 a.m.

✓ **Community Affairs Commission - Councilmember Farco**

Councilmember Farco reported that the Commission will host a residential outreach meeting on September 17 from 7:00 p.m. to 8:00 p.m. at the Library. They will also host a block party on October 1 in the Rollingwood neighborhood.

✓ **Cultural Commission - Councilmember Champney**

Councilmember Champney reported that the Levitt Pavilion in Arlington kicked off their fall series at the same time the record-setting BluesFest was being held, which demonstrates the demand for the types of the things the City is doing.

✓ **Library Advisory Board - Councilmember Farco**

Councilmember Farco reported that the Board will meet the following Wednesday. The Library Friends open house is Sunday, September 13 at the Library at 2:00 p.m. North Texas Giving Day is September 17 and online donations can be made from 6:00 a.m. to midnight.

✓ **Parks and Recreation Board - Councilmember Sartor**

Councilmember Sartor reported that the Board met on September 3 and many items were put on the table to improve the parks. He stated that they could not praise City staff enough for what was going on at the Boys Ranch with the wildlife. He stated that the Board voted on a new way to market the parks, which will be introduced to the Council in the near future.

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

Councilmember Gebhart reported that the Board met on September 3 and the primary discussion was centered on the fundraising dinner, including how they might continue to raise funds in the future, the disposition of the budget, and the awards presented. Jack Boyd, a Bedford resident, was appointed as the teen representative to the Board. The Teen Court program is looking to achieve 10,000 hours of public service by the end of the year.

✓ **Senior Citizen Liaison - Councilmember Turner**

No report was given.

13. Council member Reports

Councilmember Farco stated that employees have gone above and beyond during City events such as block parties, animal adoption days, broken water mains, the removal of fish and turtles at the Boys Ranch, BluesFest and FourthFest and wanted to thank them personally. He discussed the attitude created by City Manager Roger Gibson and Ms. Agan, as well as senior staff.

14. City Manager/Staff Reports

Mr. Gibson thanked Council for their kind words regarding BluesFest and discussed the work done by Ms. Foster, Special Events Manager Wendy Hartnett and Events and Cultural Coordinator Jeff Florey and the rest of staff during the event.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 7:52 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

Council Minutes September 15, 2015

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Special Session at 6:00 p.m. in the Building A Conference Room of City Hall, 2000 Forest Ridge Drive, Bedford, Texas, on the 15th day of September, 2015 with the following members present:

Jim Griffin
Rusty Sartor
Steve Farco
Ray Champney
Roy W. Turner

Mayor
Council Members

constituting a quorum.

Council Members Dave Gebhart and Roger Fisher were absent from the meeting.

Staff present included:

Amanda Jacobs

Assistant City Secretary

SPECIAL SESSION

The Special Session began at 6:00 p.m.

CALL TO ORDER

Mayor Griffin called the meeting to order.

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

Council conducted interviews with applicants for appointment to Bedford's Citizen Boards and Commissions.

2. Council discussion, if necessary, regarding appointments to Bedford's Citizen Boards and Commissions.

Council generally discussed the appointment of members to Bedford's Citizen Boards and Commissions. Appointments will be made at a future Council meeting.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 8:00 p.m.

Jim Griffin, Mayor

Council Minutes September 15, 2015

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 09/22/15

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

ITEM:

Public hearing and consider an ordinance to rezone Lot 2, Block 1, Saint Vincents Addition, located at 1717 Schumac Lane, Bedford, Texas from (R75) Residential to (R75/SUP) Residential 7,500/Specific Use Permit, specific to Section 3.2.C(2)a, Churches, Temples and Synagogues (places of religious worship) and 3.2.C.(3)a, Primary and Secondary School of the City of Bedford Zoning Ordinance, allowing for Archangel Michael Church to operate a church and school. The subject property is generally located north of Schumac Lane and east of Forest Ridge Drive. (Z-280)

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The subject property is generally bound by Forest Ridge Drive to the west, Schumac Lane to the south, multi-family housing to the north, and Autumn Chase Square to the east with the site currently a church auxiliary building. The applicant is requesting a Specific Use Permit (SUP) allowing for Archangel Michael Church to operate a Church and limited school located at 1717 Schumac Lane.

The Planning and Zoning Commission recommended approval of this application at their August 27, 2015 meeting by a vote of 7-0-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone Lot 2, Block 1, Saint Vincents Addition, located at 1717 Schumac Lane, Bedford, Texas from (R75) Residential to (R75/SUP) Residential 7,500/Specific Use Permit, specific to Section 3.2.C(2)a, Churches, Temples and Synagogues (places of religious worship) and 3.2.C.(3)a, Primary and Secondary School of the City of Bedford Zoning Ordinance, allowing for Archangel Michael Church to operate a church and school. The subject property is generally located north of Schumac Lane and east of Forest Ridge Drive. (Z-280)

FISCAL IMPACT:

N/A

ATTACHMENTS:

- Ordinance
- Site Plan
- Aerial Photo
- Zoning Sign Photo
- Planning and Zoning Minutes
- Star Telegram Publications

ORDINANCE NO. 15-

AN ORDINANCE TO REZONE LOT 2, BLOCK 1, SAINT VINCENTS ADDITION, LOCATED AT 1717 SCHUMAC LANE, BEDFORD, TEXAS FROM (R75) RESIDENTIAL TO (R75/SUP) RESIDENTIAL 7,500/SPECIFIC USE PERMIT, SPECIFIC TO SECTION 3.2.C(2)A, CHURCHES, TEMPLES AND SYNAGOGUES (PLACES OF RELIGIOUS WORSHIP) AND 3.2.C.(3)A, PRIMARY AND SECONDARY SCHOOL OF THE CITY OF BEDFORD ZONING ORDINANCE, ALLOWING FOR ARCHANGEL MICHAEL CHURCH TO OPERATE A CHURCH AND SCHOOL. THE SUBJECT PROPERTY IS GENERALLY LOCATED NORTH OF SCHUMAC LANE AND EAST OF FOREST RIDGE DRIVE. (Z-280)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Zoning Ordinance be rezoned for property known as Lot 2, Block 1, Saint Vincents Addition, located at 1717 Schumac Lane, Bedford, Texas from (R75) Residential to (R75/SUP) Residential 7,500/Specific Use Permit, specific to Section 3.2.C(2)a, Churches, Temples and Synagogues (places of religious worship) and 3.2.C.(3)a, Primary and Secondary School of the City of Bedford Zoning Ordinance, allowing for Archangel Michael Church to operate a church and school. The subject property is generally located north of Schumac Lane and east of Forest Ridge Drive. (Z-280)

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

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

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

Lot 2, Block 1, Saint Vincents Addition, shall be shown as approved by this ordinance.

SECTION 3. That the site plan showing the location of the proposed church area and site layout is approved as a component of this ordinance approval. Any revisions to the property that deviate from the attached hereto shall require an amendment to this ordinance.

SECTION 4. That this ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.

SECTION 5. That it is hereby declared the intention of the City Council of the City of Bedford, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6. That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.

ORDINANCE NO. 15-

SECTION 7. That this ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Bedford and the laws of the State of Texas.

PRESENTED AND PASSED this 22nd day of September, 2015 by a vote of 0 ayes, 0 nays and 0 abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

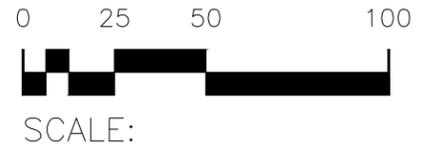
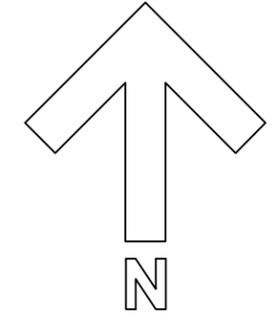
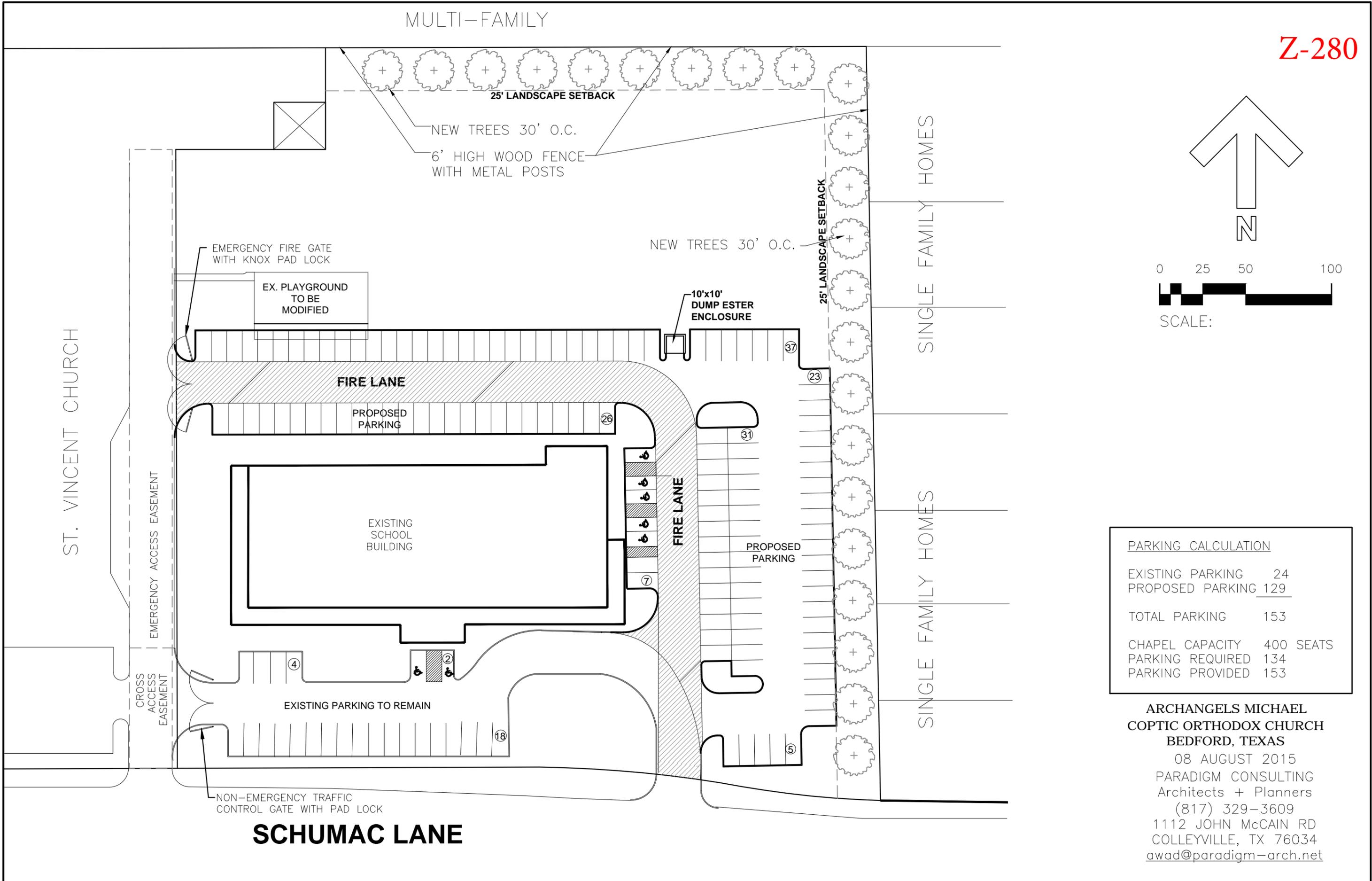
Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

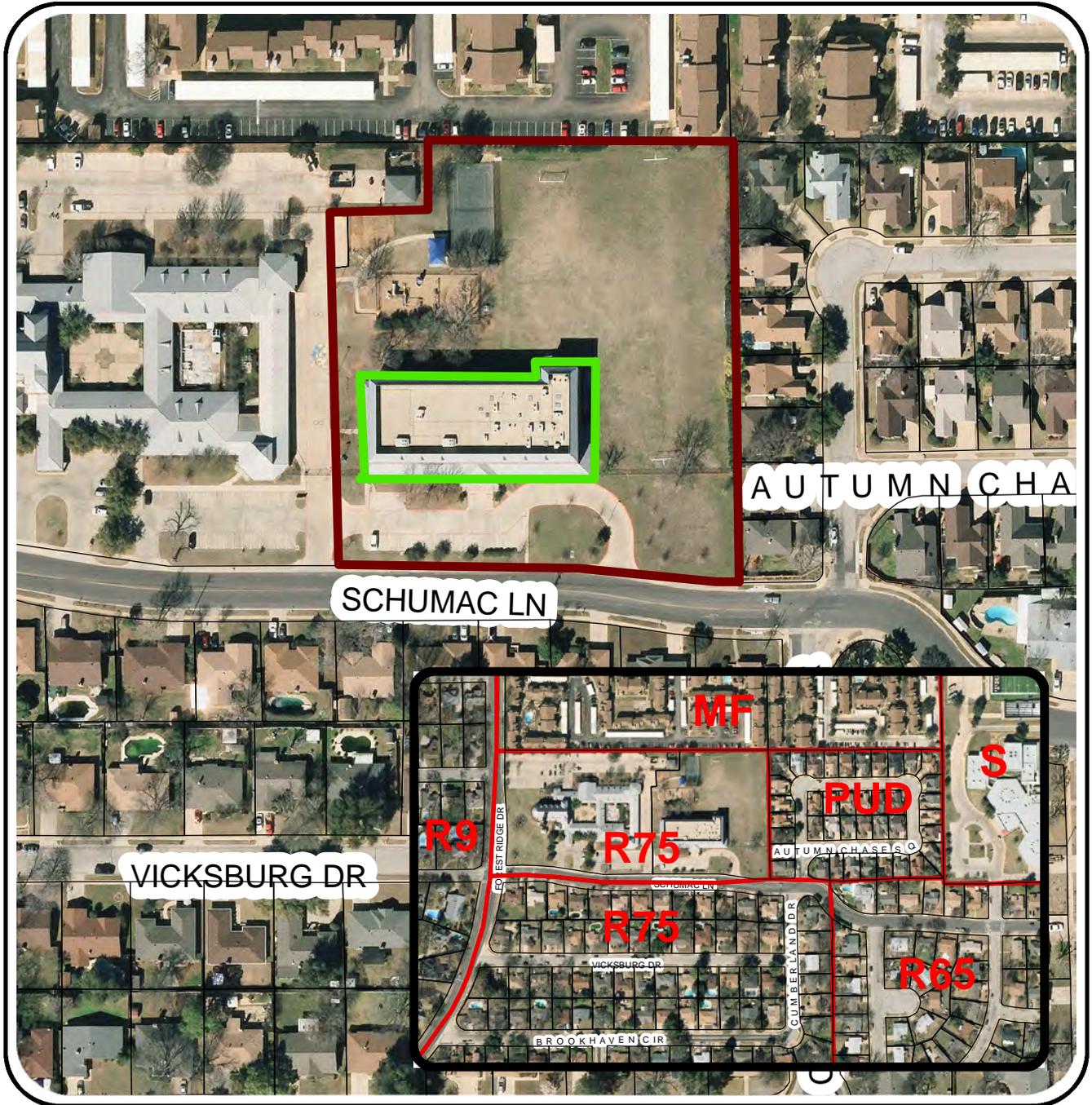


PARKING CALCULATION	
EXISTING PARKING	24
PROPOSED PARKING	129
TOTAL PARKING	153
CHAPEL CAPACITY	400 SEATS
PARKING REQUIRED	134
PARKING PROVIDED	153

**ARCHANGELS MICHAEL
COPTIC ORTHODOX CHURCH
BEDFORD, TEXAS**
08 AUGUST 2015
PARADIGM CONSULTING
Architects + Planners
(817) 329-3609
1112 JOHN McCAIN RD
COLLEYVILLE, TX 76034
awad@paradigm-arch.net

SCHUMAC LANE

Z-280 1717 Schumac Lane
Zoned "R75" Residential



Legend

- Proposed Property
- Proposed School/Church

Applicants Signature of Acknowledgement



ZONING
CHANGE
Call
843-271-1111

Z-280

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF AUGUST 27, 2015**

DRAFT

3. Public hearing and consider a request to rezone Lot 2, Block 1, Saint Vincents Addition, located at 1717 Schumac Lane, Bedford, Texas from (R75) Residential to (R75/SUP) Residential 7,500/Specific Use Permit, specific to Section 3.2.C(2)a, Churches, Temples and Synagogues (places of religious worship) and 3.2.C.(3)a, Primary and Secondary School, allowing for Archangel Michael Church to operate a church and school. The subject property is generally located north of Schumac Lane and east of Forest Ridge Drive. (Z-280)

Chairman Reese recognized Emilio Sanchez, Planning Manager, who reviewed zoning case Z-280.

Another congregation is going to purchase St. Vincent's auxiliary building to be operated as a church. Additional parking is needed for the additional church, which operate at similar times.

St. Vincent's will allow the new church to use some of their facilities.

Awad Eskander with Paradigm Consulting is representing Archangel Michael Church.

He said that they sent out a letter to the neighbors for a meeting to explain the project and answer questions that they may have had. There were no issues.

The footprint of the building is not going to change and additional parking will be added.

Joseph Stout spoke in favor of the case, citing that it would be an improvement to the neighborhood.

William Elliot expressed concerns about Shumac being blocked with the addition of church traffic on busy days. The only entrance is across from his property.

Bryan Chris Webb spoke in favor of the case.

Mark Cleveland, representing the real estate agent for the seller, explained the details of how the churches will operate in conjunction rather than against each other. Traffic would be minimized through a different ingress and egress.

Albert Edward spoke in favor of the case.

Sami Ebrahi, the broker representing the church and the diocese in 11 other states. He spoke in favor of the case, citing that they have added value to all of the other communities where they are located.

Mr. Eskander spoke again and addressed the traffic issue. They are working with St. Vincent to make a one-way ingress and one-way egress.

Father Habeeb, the pastor for the church, spoke in favor of the case.

Chairman Reese opened the public hearing at 7:16 p.m.

Chairman Reese closed the public hearing at 7:31 p.m.

Motion: Commissioner Culver made a motion to approve Zoning Case Z-280.

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

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

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF AUGUST 27, 2015**

DRAFT

Nays: None
Abstention: None

Motion approved 7-0-0. Chairman Reese recommended approval of zoning case Z-280.

ADJOURNMENT

Motion: Commissioner Hall made a motion to adjourn.

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

Ayes: Chairman Reese, Vice Chairman Carlson, Commissioners Culver, Sinisi, Stroope, Davis,
Hall
Nays: None
Abstention: None

Motion approved 7-0. Chairman Reese adjourned the Planning and Zoning Commission meeting at 7:45 p.m.

**Bill Reese, Chairman
Planning and Zoning Commission**

ATTEST:

**Alexandra Aggor, Coordinator
Planning and Zoning Liaison**



CITY OF
BEDFORD

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

September 1, 2015

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: clopez@star-telegram.com on Thursday, September 3, 2015.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Friday, September 4, 2015.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Tuesday, September 22, 2015, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consider an ordinance to rezone Lot 2, Block 1, Saint Vincents Addition, located at 1717 Schumac Lane, Bedford, Texas from (R75) Residential to (R75/SUP) Residential 7,500/Specific Use Permit, specific to Section 3.2.C(2)a, Churches, Temples and Synagogues (places of religious worship) and 3.2.C.(3)a, Primary and Secondary School of the City of Bedford Zoning Ordinance, allowing for Archangel Michael Church to operate a church and school. The subject property is generally located north of Schumac Lane and east of Forest Ridge Drive. (Z-280)

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



Council Agenda Background

PRESENTER: Meg Jakubik, C.G.F.O., Strategic Services Manager

DATE: 09/22/15

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

ITEM:

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

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

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

Administration

- Increase Plan Review Fee from \$200.00 to \$250.00 to cover initial two reviews and institute fee of \$100.00 for subsequent reviews (pg. 1).
- Expand definition of construction cost (pg 1).

Building Department:

- Refined procedure for plan review fee as it relates to Building permits (pg. 6).
- Reorganized fees to fall under more appropriate headers (pg. 7).
- Retitled Multi-Family Inspection Fee to Multi-Family License Fee, increased from \$1.50 per unit per month to \$5.00 per unit per month (pg. 15).

Fire Department:

- Restructured fees for Fire Protection Systems to base on number of devices, in line with the adopted Fire Code (pg. 15).
- Added fees for Fire Sprinkler Systems based on number of heads (pg. 16).
- Added fees for Access Controls based on number of doors (pg. 16).
- Eliminated outdated fees and updated names (pg. 18-19).

Old Bedford School:

- Increase weekend rental rates (pg. 22).
- Eliminated outdated fees related to audio/visual (pg. 22).
- Increase deposit for events under 100 people from \$100.00 to \$200.00 (pg. 22).
- Increase all wedding packages by \$300.00 (pg. 23).

Police Department

- Eliminated waiver of Alarm permit fee for payment of the residential Fire Alarm permit (pg. 25).

Recreation Department:

The Recreation fees proposed will offset the cost of the software upgrade and transaction costs that the City will incur with the new platform. This will affect all categories of fees and are outlined below:

- Increase Park Pavilion rental fees by \$5.00 for Boys Ranch and Central Park (pg. 26).
- Increase Splash admissions by \$0.25 and add a discount for Seniors (pg. 26).
- Increase Splash season passes by \$5.00 each (pg. 26).
- Add fees for Roy Savage Pool admissions and private rentals (pg. 27).
- Increase Splash private rentals by \$5.00 each (pg. 27).
- Increase Gym rentals by \$3.00 each (pg. 27-28).
- Increase membership cards and weight room memberships by \$2.00 each (pg. 28).
- Increase room rentals and hockey rink rentals by \$3.00 each (pg. 29).
- Increase swimming lesson fees by \$2.00 and add fee for private swimming lessons (pg. 29).
- Add fees for Aquatic Fitness classes (pg. 29-30).
- Add fees for American Red Cross classes (pg. 30).
- Add fee for Certified Pool Operator Course (pg. 30).
- Increase fee for Yoga for Seniors from \$25.00 to \$42.00 for four classes due to instructor costs and upgrade (pg. 30).
- Add fee for Senior Center Dances (pg. 30).
- Add fees for Qi Gong Kung Fu (pg. 30).
- Remove outdated fee for Dog Obedience course and increase eight week group class from \$75.00 to \$97.00 due to instructor requested increase and upgrade (pg. 30).
- Increase monthly class fees by \$2.00 (pg. 30).
- Increase fees for Valentine's Dance, Elementary Dances by \$2.00 (pg. 30).
- Increase fee for Easter Event by \$4.00 for upgrade and increased cost for photos at the event (pg. 30).
- Increase Day Camp fees by \$2.00 each (pg. 31).
- Increase League fees by \$5.00 each (pg. 31).
- Increase Swim Team fees from \$125.00 to \$130.00 (pg. 31).
- Increase Athletic Field reservations by \$5.00 each (pg. 31).

Water Department:

- Increase Water or Sewer Tap Abandonment Fee from \$300.00 to \$400.00 to recover actual costs (pg. 33).
- Increase fees to replace broken angle stops from \$110.00 to \$150.00 for ¾" and from \$150.00 to \$175.00 for 1" (pg. 34).

Stormwater Department:

- Provide a definition for state mandated annual inspection applications (pg. 34).
- Add fees for Grease/Grit Trap Inspections, Backflow Device Inspections and Cross Connection Inspections (pg. 34).

Where appropriate, staff has conducted surveys of area cities or evaluated current costs to provide these services when proposing updated fees. Minor grammatical changes have also been made.

RECOMMENDATION:

Staff recommends the following motion:

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

FISCAL IMPACT:

The following fee changes have a calculated impact, which was included in the adopted FY 15-16 budget:

Multi-Family License Fee	\$ 352,000
Recreation Fees	\$ 35,000
Senior Center Programs	\$ 20,300

ATTACHMENTS:

Ordinance
Red-line ordinance

ORDINANCE NO. 15-

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

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

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

ADMINISTRATION

ENGINEERING

Plan Review	\$250.00 for first two reviews. \$100.00 per review after the initial two reviews.
Inspection Fee	4% of the cost construction of the public portion of street, drainage, sidewalk, fire lanes, drive approaches, fire suppression, grease/grit traps, traffic improvements, 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

ORDINANCE NO. 15-

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.

Yearly Mobile Food Unit Permit **\$400.00** one-time per calendar year

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

One Day Only Mobile Food Unit Permit **\$100** one day only fee

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

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

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

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

VITAL STATISTICS

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

Death certificate **\$21.00** for the first copy

\$4.00 for each additional copy

RETURNED CHECK FEE **\$30.00**

Also applies to bank drafts returned as insufficient funds.

PUBLIC INFORMATION

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

NOTARY FEE **\$5.00**

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

ANIMAL CONTROL

ADOPTION

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

ADOPTER REQUEST WAIVER FOR SPAY/NEUTER REQUIREMENT

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

ADOPTER REQUEST WAIVER FOR RABIES VACCINATION REQUIREMENT

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

CARCASS REMOVAL HOUSEHOLD PETS

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

IMPOUNDMENT DURING CONSECUTIVE TWELVE MONTH PERIOD

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

BOARDING DURING IMPOUNDMENT

\$8.00 per day

DAILY RABIES QUARANTINE FEE

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

RELINQUISHMENT OF ANIMAL

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

LICENSING

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

PERMITS

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

BUILDING DEPARTMENT

BUILDING PERMIT FEES

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

BUILDING INSPECTION FEES

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

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

BUILDING AND STANDARDS COMMITTEE

Application for appeal	\$100.00
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Fee Refunds:

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

CERTIFICATE OF OCCUPANCY

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

ELECTRICAL

Dwelling units; apartments	\$63.00 + .10/sf
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
Service circuits Ampere rating of conductor	\$0.24 each
Feeder circuits Ampere rating of conductor	\$0.24 each
Branch circuits	\$6.00 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.

ORDINANCE NO. 15-

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

Fee Refunds

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

FENCES:

All fences are required to have a permit.

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

GRADING

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

ORDINANCE NO. 15-

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

ORDINANCE NO. 15-

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

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

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

ORDINANCE NO. 15-

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)

ORDINANCE NO. 15-

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

Actual cost.

SIGNS

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

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

ORDINANCE NO. 15-

GARAGE SALE PERMIT	\$10.00 with 3 signs included
Additional signs	\$2.00 per sign/maximum 2 signs
MULTI-FAMILY LICENSE FEE	\$5.00 per month per unit

FIRE DEPARTMENT

AMBULANCE FEES

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

Ambulance Subscription Fee	\$60.00 per household
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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

A fee schedule as provided:

1-10 devices	\$75.00
11-25 devices	\$100.00
26-100 devices	\$200.00
101-200 devices	\$275.00
201-500 devices	\$500.00
Per device for each device over 500	\$1.00

FIRE SPRINKLER SYSTEMS

Underground	\$150.00
Aboveground, 1-19 heads	\$75.00
Aboveground, 20-100 heads	\$100.00

ORDINANCE NO. 15-

Aboveground, 101-300 heads	\$200.00
Aboveground, 301-1,000 heads	\$400.00
Per head for each over 1,000 heads	\$1.00
Fire Pump, additional	\$150.00

ACCESS CONTROL

1-10 Doors	\$75.00
11-25 Doors	\$100.00
26-100 Doors	\$200.00
101-200 Doors	\$275.00
201-500 Doors	\$500.00
Per device for each device over 500	\$1.00

FIRE ALARM SYSTEM MONITORING PERMIT

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

FALSE ALARM FEE – Residential

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

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

FALSE ALARM FEE – Commercial (Non-Residential)

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

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

ORDINANCE NO. 15-

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

Plan Review	\$60.00
Fire Alarm System	\$70.00
Fire Sprinkler System	\$150.00

ORDINANCE NO. 15-

Suppression Appliances	\$125.00
Emergency Lighting	\$37.50
Special Lighting	\$30.00
Liquid Storage Tanks, Hazardous Materials	\$70.00
RE-INSPECTION FEES	\$60.00
SPECIAL PERMITS	
Blasting operation	\$65.00 per day
Pyrotechnic display	\$65.00 per day
Tent permit	
1- 30 days	\$30.00
Each additional 30 days or portion thereof	\$30.00
UNDERGROUND STORAGE TANKS INSTALLATION (TO INCLUDE TEMPORARY TANKS) OR REMOVAL	
Less than 1,000 gallons	\$50.00
More than 1,000 gallons	\$100.00
LPG TANK INSTALLATION OR REMOVAL	\$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

STATE MANDATED INSPECTIONS

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

LIBRARY

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

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

LOST MATERIALS, EQUIPMENT FEES AND MATERIALS DAMAGED BEYOND REPAIR FEES

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

Refunds made for materials returned within 6 months of payments.

MINOR DAMAGE FEES

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

LIBRARY CARDS

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

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

MISCELLANEOUS SERVICE FEES

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

ORDINANCE NO. 15-

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

Faxing	
Each Page	\$1.00 per page
No international faxes	

LIBRARY ROOM RENTAL FEES

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

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

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

OLD BEDFORD SCHOOL

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

RENTAL FEES

Monday – Thursday	8:00 am – 5:00 pm	\$75.00/hour
Monday – Thursday	5:00 pm – 10:00 pm	\$80.00/hour
Friday & Sunday	8:00 am – 10:00 pm	\$125.00/hour
Saturday	9:00 am – 5:00 pm	\$150.00/hour
Saturday	5:00 pm – 11:00 pm	\$175.00/hour

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

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

RENTAL FEES FOR BUSINESS TRAVELERS STAYING AT BEDFORD HOTELS

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

Basic equipment (microphones, projection screen, etc)	\$75.00
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DEPOSIT

Deposit (For events with 100 or more people)	\$500.00
Deposit (For events with 99 or less people)	\$200.00

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

CATERING FEES (Groups over 25)

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

GUIDED TOURS

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

WEDDING PACKAGES

SATURDAY RATES

PACKAGE A	\$1,800.00
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	\$2,100.00
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	\$1,500.00
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

ORDINANCE NO. 15-

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

ADDITIONAL OPTIONS

Use of audio visual/sound system **\$75.00**

Scheduled bridal portrait:

- A. M-F between 9 am and 4 pm **\$75.00 per hour**
- B. Other hours as scheduled **\$150.00 per hour**

Purchase of brick **\$50.00 each**

Purchase of flute, wine glasses **\$25.00 per set**

Additional chairs **\$1.50 each**

Cleaning Service **\$250.00 per event**

WEDDING DEPOSIT

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

POLICE DEPARTMENT

ALARMS

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

FALSE ALARM FEE

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

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

SOLICITORS PERMIT

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

HANDBILL DISTRIBUTION PERMIT

Permit fee	No charge
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FINGERPRINTING FEE

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

RECREATION DEPARTMENT

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

BOYS RANCH PARK PAVILIONS

Monday – Sunday Damage & Clean Up Deposit (Due at the time rental is made)	\$105.00
September – April Rental	
Full Pavilion Rental	\$125.00 for 6 hours
Half Pavilion Rental	\$65.00 for 6 hours
Non-resident	\$20.00 more/rental
May – August Rental	
Full Pavilion Rental	\$145.00 for 6 hours
Half Pavilion Rental	\$85.00 for 6 hours
Non-resident	\$20.00 more/rental

CENTRAL PARK PAVILION

September – April Rental	
Full Pavilion Rental	\$80.00 for 6 hours
Non-resident	\$20.00 more/rental
May - August Rental	
Full Pavilion Rental	\$105.00 for 6 hours
Non-resident	\$20.00 more/rental

BEDFORD SPLASH: SWIMMING

	Residents	Non-Residents
Adult (18-64)	\$6.25	\$7.75
Senior (65 and older)	\$5.25	\$6.25
Children (3-17)	\$5.25	\$6.25
Infant (2 and under)	Free	Free
Season Pass		
Individual	\$75.00	\$160.00
Family (up to 4 people)	\$235.00	\$360.00
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 \$4.25 per child
(1:8 ratio, with every 8 children admissions purchased, one adult admission is free)

Group Rates

Groups of 20 or more \$5.25 per person
(residents and non-residents, no age limit)

ROY SAVAGE POOL: SWIMMING

Resident and Non-Resident **\$1.00**

PRIVATE PARTY RENTAL

2 hour rental before or after hours

Without slides – 1 to 100 people **\$355.00**

Without slides – 101 to 200 people **\$385.00**

Without slides– 201 to 300 people **\$415.00**

With slide or Pro Bowl – 1 to 100 people **\$375.00**

With slide or Pro Bowl – 101 to 200 people **\$405.00**

With slide or Pro Bowl – 201 to 300 people **\$435.00**

With both slide and Pro Bowl – 1 to 100 people **\$425.00**

With both slide and Pro Bowl – 101 to 200 people **\$455.00**

With both slide and Pro Bowl – 201 to 300 people **\$485.00**

Each additional group of 40 people **\$85.00**

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

Concession Stand Open **\$27.00**

Cabana Rental **\$130.00**

Non-resident fee **\$20.00 more per rental**

(2 hour rental during business hours with 10 guest free admission)

Pavilion Rental **\$105.00**

Non-resident fee **\$20.00 more per rental**

(2 hour rental during business hours with 10 guest free admission)

ROY SAVAGE POOL PRIVATE PARTY RENTAL

2 hour rental before or after hours

1-70 (maximum capacity) people **\$155.00**

GYM RENTAL

September – April Rentals

Full Court **\$48.00 per hour**

Non-resident fee **\$20.00**

Half Court **\$33.00 per hour**

Non-resident fee **\$20.00**

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

ORDINANCE NO. 15-

Non-athletic gym rental (entire gym)
(minimum of 2 hours) \$88.00 per hour

May - August Rentals
Full Court \$53.00 per hour
Non-resident fee \$20.00

Half Court \$43.00 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)
2 hours) \$98.00 per hour (minimum of

Deposit Damages back charges

Broken Ceiling Tile \$20.00 per tile

Broken Window \$50.00 per window

MEMBERSHIP IDENTIFICATION CARDS

Senior Non-resident \$32.00
Senior Resident \$20.00

Adult Resident \$26.00
Youth Resident \$12.00

Adult Non-Resident \$122.00
Youth Non-Resident \$26.00

Replacement Card \$7.00

Daily Pass \$7.00

Forgotten Card Fee \$3.00

WEIGHT ROOM MEMBERSHIPS

Yearly membership, required to have a membership ID card

Adult Resident (optional) \$127.00 per year/
includes ID card

Adult Resident \$17.00 per month + ID charge
Senior Resident (optional) \$82.00 per year/
Includes ID card

Senior Resident \$12.00 per month + ID charge
Adult Non-Resident (optional) \$202.00 per year/
Includes ID card

Adult Non-Resident \$22.00 per month + ID charge
Senior Non-Resident \$122.00 per year/
Includes ID card

Senior Non-Resident \$17.00 per month + ID charge

ROOM RENTALS

September – April Rentals	
One Room	\$38.00 per hour
Two Rooms	\$48.00 per hour
Three Rooms	\$58.00 per hour
Non-Resident Fee	\$20.00
Deposit required on all rentals at the time of booking	\$100.00

May – August Rentals	
One Room	\$48.00 per hour
Two Rooms	\$58.00 per hour
Three Rooms	\$68.00 per hour
Non-Resident Fee	\$20.00
Deposit required on all rentals at the time of booking	\$100.00

HOCKEY RINK

Court without lights	\$18.00 per hour
Court with lights	\$23.00 per hour
Non-resident fee	\$20.00

SENIOR CENTER

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

RECREATION CLASS FEES:

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

ONLINE TRANSACTION FEE	\$3.25
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SWIM LESSONS

8 – 35 minute classes(Resident)	\$57.00
8 – 35 minute classes(Non-resident)	\$67.00
8 – 30 minute private lessons	\$255.00

AQUATIC FITNESS CLASSES

Adult Water Walking	\$7.00
Season Pass	\$52.00
Season Pass after July 4	\$32.00
Water Aerobics	\$37.00 per session
Deep Water Dynamics	\$37.00 per session
Aqua Pilates	\$37.00 per session
Aqua Pilates + Power Sculpting	\$26.00 per session
50 and Better Water Aerobics	\$32.00 per session
Aquatic Boot Camp	\$82.00 per session

ORDINANCE NO. 15-

FULL DAY- DAY CAMP

Application fee for campers		\$52.00 and \$27.00 per additional child per family
Application fee for junior counselor		\$27.00
Weekly rate if paid after Wednesday of previous week		\$122.00
Weekly rate if paid prior to opening of Day Camp session		\$107.00
Weekly rate if paid by Wednesday prior to camp start		\$117.00

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	\$455.00
Includes uniform, individual and team trophies		
Basketball League	8 Games	\$300.00
Softball League	8 Games	Returning teams \$305.00 First time teams \$325.00
Crazy Coed Softball	8 Games	Returning teams \$205.00 First time teams \$225.00
Indoor Volleyball League	8 Games	\$155.00

Will offer an early bird special on all leagues

SWIM TEAM

Summer season	\$130.00 + applicable State & Regional TAAF dues
Includes TAAF membership, regional fees, caps, t-shirts, lifeguard on duty and coaches	

ATHLETIC FIELDS

Reservation January - August (minimum)	\$40.00 per hour (2 hour minimum)
Reservation September – December (minimum)	\$45.00 per hour (2 hour minimum)

STREET DEPARTMENT

SIDEWALK/CONCRETE PERMIT

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

DRIVE APPROACH PERMIT

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

BARRICADES

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

WATER DEPARTMENT

WATER DEPOSIT

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

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

Sprinkler Meters, Commercial only	\$1,000.00
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SERVICE CHARGE (read meter-account set-up)	\$10.00
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Reduced Pressure Zone Certification Test Fee	\$25.00 per test
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ORDINANCE NO. 15-

Water or Sewer Tap Abandonment Fee	\$400.00
SEWER TIE-IN FEE	
4" tap on a 6"- 12" line (1-7 feet deep)	\$1,200.00
4" tap on main larger than 12" (1-7 feet deep)	Actual cost
Sewer main over 7 feet deep	\$250.00 per foot
If boring is required add \$250.00 for bore pits plus actual cost of bore..	
MANHOLES	
Manhole (1' – 6' feet deep)	\$3,000.00
Manhole (7' or deeper)	\$3,000.00 plus an additional \$70.00 per foot
CUT-OFF FEE	\$30.00
LATE PAYMENT FEE minimum fee of \$5.00 (Senior 65 and older are exempt from late payment fees.)	10% of balance with a
AFTER HOURS TURN-ON	\$50.00
METER TESTING FEE (per Customer Request)	
METER ¾"	\$50.00
METER 1"	\$60.00
METER 1 ½" - 2"	\$180.00
METER 3" and Larger	(quote upon request)
(Meter testing fees will only charged to customers where meter test results are determined to be accurate by 98.5% to 101.5%. Testing charges will be refunded back to the customer should test results fall below 98.5% or above 101.5%)	
RESIDENTIAL METER BOX	\$90.00
RESIDENTIAL METER	
METER ¾"	\$1,100.00 for service tap and \$175.00 for meter
METER 1"	\$1,100.00 for service tap and \$225.00 for meter
METER 1.5"	\$2,100.00 for service tap and \$610.00 for meter

ORDINANCE NO. 15-

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

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

REPLACE BROKEN ANGLE STOPS

ANGLE STOP 3/4" \$150.00
ANGLE STOP 1" \$175.00
ANGLE STOP 1 1/2" - 2" \$350.00
ANGLE STOPS 3" and Larger (quote upon request)

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

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

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

Water usage for Fire Hydrant Meters:

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

STORMWATER DEPARTMENT

GREASE TRAP/INTERCEPTOR PERMIT (annually) \$50.00
LIQUID WASTE TRANSPORTER PERMIT (annually) \$240.00 first vehicle \$130.00 each additional vehicle
STATE MANDATED ANNUAL INSPECTIONS (Hospitals, nursing and long-term care homes, daycares, dental offices, convenience stores with fountain drink stations, car washes, animal care centers, etc.)
GREASE/GRIT TRAPS \$50.00 per inspection
BACKFLOW DEVICE INSPECTION \$20.00 per device per inspection
CROSS CONNECTION INSPECTION \$100.00 per inspection

ORDINANCE NO. 15-

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

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

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

PRESENTED AND PASSED on this 22nd day of September 2015, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

ORDINANCE NO. 15-

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

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

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

ADMINISTRATION

ENGINEERING

Plan Review	\$200.00 <u>\$250.00 for first two reviews.</u> <u>\$100.00 per review after the initial two reviews.</u>
Inspection Fee	4% of the cost construction of the public portion of street, drainage, <u>sidewalk, fire lanes, drive approaches, fire suppression, grease/grit traps, traffic improvements,</u> 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 <u>m</u> 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

ORDINANCE NO. 15-

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.

Yearly Mobile Food Unit Permit **\$400.00 one- time per calendar year**

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

One Day Only Mobile Food Unit Permit **\$100 one day only fee**

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

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

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

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

VITAL STATISTICS

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

Death certificate **\$21.00 for the first copy**

\$4.00 for each additional copy

RETURNED CHECK FEE **\$30.00**

Also applies to bank drafts returned as insufficient funds.

PUBLIC INFORMATION

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

NOTARY FEE **\$5.00**

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

ANIMAL CONTROL

ADOPTION

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

ADOPTER REQUEST WAIVER FOR SPAY/NEUTER REQUIREMENT

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

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

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

IMPOUNDMENT DURING CONSECUTIVE TWELVE MONTH PERIOD

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

BOARDING DURING IMPOUNDMENT

\$8.00 per day

DAILY RABIES QUARANTINE FEE

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

RELINQUISHMENT OF ANIMAL

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

LICENSING

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

PERMITS

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

BUILDING DEPARTMENT

BUILDING PERMIT FEES

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

BUILDING INSPECTION FEES

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

~~For construction projects, 65% of the building permit fee will be due upon submittal of the permit application. Upon approval and issuance of the permit, then the 65% will be retained as a plan review fee.~~

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

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
<u>Service circuits Ampere rating of conductor</u>	<u>\$0.24 each</u>
<u>Feeder circuits Ampere rating of conductor</u>	<u>\$0.24 each</u>
<u>Branch circuits</u>	<u>\$6.00 each</u>
Inspections outside of normal business hours	\$60.00 per hour minimum \$120.00, or cost (minimum two hour charge) to City of Bedford, whichever is greater.
Re-inspection fees	\$60.00 per hour minimum or cost to City of Bedford, whichever is greater.
Inspection for which no fee is specifically indicated	\$60.00 per hour minimum \$30.00 or cost (minimum one- half hour charge) to City of Bedford, whichever is greater.
Additional plan review required by changes, additions or revisions to plans	\$60.00 per hour minimum \$30.00 or cost (minimum one- half hour charge) to City of Bedford, whichever is greater.
Plan review fee	65% of building permit
For construction projects, 65% of the building permit fee will be due upon submittal of the permit application. Upon approval and issuance of the permit, the remainder 35% of the permit fee shall be paid upon obtaining the permit. If the	

ORDINANCE NO. 15-

applicant fails to obtain a building permit, then the 65% will be retained as the plan review fee.

Fee Refunds

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

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

~~(a) Service circuits Ampere rating of conductor — \$0.24 each~~

~~(b) Feeder circuits Ampere rating of conductor — \$0.24 each~~

~~(c) Branch circuits — \$6.00 each~~

FENCES:

All fences are required to have a permit.

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

GRADING

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

ORDINANCE NO. 15-

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

ORDINANCE NO. 15-

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

ORDINANCE NO. 15-

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

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

Fee Refunds

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

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

PLUMBING

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

ORDINANCE NO. 15-

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,

ORDINANCE NO. 15-

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
Additional signs

\$10.00 with 3 signs included
\$2.00 per sign/maximum 2 signs

MULTI-FAMILY LICENSE INSPECTION FEE
month per unit

\$1,505.00 per

FIRE DEPARTMENT

AMBULANCE FEES

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

Ambulance Subscription Fee \$60.00 per household

REPORTS

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

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

FIRE MARSHAL/INSPECTIONS

Certificate of Occupancy \$60.00

Temporary Certificate of Occupancy \$60.00

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

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

A fee schedule as provided:

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

ORDINANCE NO. 15-

\$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
<u>1-10 devices</u>	<u>\$75.00</u>
<u>11-25 devices</u>	<u>\$100.00</u>
<u>26-100 devices</u>	<u>\$200.00</u>
<u>101-200 devices</u>	<u>\$275.00</u>
<u>201-500 devices</u>	<u>\$500.00</u>
<u>Per device for each device over 500</u>	<u>\$1.00</u>

FIRE SPRINKLER SYSTEMS

<u>Underground</u>	<u>\$150.00</u>
<u>Aboveground, 1-19 heads</u>	<u>\$75.00</u>
<u>Aboveground, 20-100 heads</u>	<u>\$100.00</u>
<u>Aboveground, 101-300 heads</u>	<u>\$200.00</u>
<u>Aboveground, 301-1,000 heads</u>	<u>\$400.00</u>
<u>Per head for each over 1,000 heads</u>	<u>\$1.00</u>
<u>Fire Pump, additional</u>	<u>\$150.00</u>

ACCESS CONTROL

<u>1-10 Doors</u>	<u>\$75.00</u>
<u>11-25 Doors</u>	<u>\$100.00</u>
<u>26-100 Doors</u>	<u>\$200.00</u>
<u>101-200 Doors</u>	<u>\$275.00</u>
<u>201-500 Doors</u>	<u>\$500.00</u>
<u>Per device for each device over 500</u>	<u>\$1.00</u>

FIRE ALARM SYSTEM MONITORING PERMIT

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

ORDINANCE NO. 15-

FALSE ALARM FEE – Residential

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

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

FALSE ALARM FEE – Commercial (Non-Residential)

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

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

FIRE MARSHAL ANNUAL PERMIT

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

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

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

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

HAZARDOUS MATERIALS ANNUAL PERMIT (includes flammable/combustible liquids)

POUNDS (POWDER AND SOLIDS)

Less than 1,000	\$25.00
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ORDINANCE NO. 15-

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

RE-INSPECTION FEES \$60.00

SPECIAL PERMITS

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

UNDERGROUND STORAGE TANKS INSTALLATION (TO INCLUDE TEMPORARY TANKS) OR REMOVAL

~~UBC table with~~

Less than 1,000 gallons	\$50.00 minimum
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ORDINANCE NO. 15-

More than 1,000 gallons \$100.00 ~~minimum~~

LPG TANK INSTALLATION OR REMOVAL \$50.00

~~UBC table with minimum \$50.00~~

MOVIE/THEATRICAL EVENT

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

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

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

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

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

REPORTS

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

Copies of Photos Actual cost of copies

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

~~FOOD PERMITS~~

~~Food Preparation Establishments \$150.00~~

~~Non-food Preparation Establishments \$100.00~~

~~Temporary Establishments \$35.00~~

STATE MANDATED INSPECTIONS

Hospitals \$100.00

Nursing and long-term care homes \$75.00

Daycare/Mother's day out \$50.00

Foster home and adoptive home \$10.00

Home inspection (insurance) \$50.00

LIBRARY

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

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

LOST MATERIALS, EQUIPMENT FEES AND MATERIALS DAMAGED BEYOND REPAIR FEES

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

Refunds made for materials returned within 6 months of payments.

MINOR DAMAGE FEES

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

LIBRARY CARDS

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

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

MISCELLANEOUS SERVICE FEES

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

ORDINANCE NO. 15-

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

Faxing	
Each Page	\$1.00 per page
No international faxes	

LIBRARY ROOM RENTAL FEES

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

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

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

OLD BEDFORD SCHOOL

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

RENTAL FEES

Monday – Thursday	8:00 am – 5:00 pm	\$75.00/hour
Monday – Thursday	5:00 pm – 10:00 pm	\$80.00/hour
Friday & Sunday	8:00 am – 10:00 pm	\$100.00 <u>125.00</u> /hour
Saturday	9:00 am – 5:00 pm	\$125.00 <u>150.00</u> /hour
Saturday	5:00 pm – 11:00 pm	\$150.00 <u>175.00</u> /hour

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

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

RENTAL FEES FOR BUSINESS TRAVELERS STAYING AT BEDFORD HOTELS

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

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

DEPOSIT

Deposit (For events with 100 or more people)	\$500.00
Deposit (For events with 99 or less people)	\$100.00 <u>200.00</u>

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

CATERING FEES (Groups over 25)

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

GUIDED TOURS

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

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

WEDDING PACKAGES

SATURDAY RATES

PACKAGE A	\$1,500.00<u>1,800.00</u>
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<u>2,100.00</u>
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<u>1,500.00</u>
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<u>1,800.00</u>
Includes:	Six (6) rectangular tables Sixteen (16) 60” round tables

ORDINANCE NO. 15-

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

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

ADDITIONAL OPTIONS

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

WEDDING DEPOSIT

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

POLICE DEPARTMENT

ALARMS

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

FALSE ALARM FEE

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

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

SOLICITORS PERMIT

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

HANDBILL DISTRIBUTION PERMIT

Permit fee	No charge
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FINGERPRINTING FEE

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

RECREATION DEPARTMENT

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

BOYS RANCH PARK PAVILIONS

Monday – Sunday
Damage & Clean Up Deposit
(Due at the time rental is made)

~~\$100.00~~105.00

September – April Rental
Full Pavilion Rental
Half Pavilion Rental
Non-resident

~~\$120.00~~125.00 for 6 hours
~~\$60.00~~65.00 for 6 hours
\$20.00 more/rental

May – August Rental
Full Pavilion Rental
Half Pavilion Rental
Non-resident

~~\$140.00~~145.00 for 6 hours
~~\$80.00~~85.00 for 6 hours
\$20.00 more/rental

CENTRAL PARK PAVILION

September – April Rental
Full Pavilion Rental
Non-resident

~~\$75.00~~80.00 for 6 hours
\$20.00 more/rental

May - August Rental
Full Pavilion Rental
Non-resident

~~\$100.00~~105.00 for 6 hours
\$20.00 more/rental

BEDFORD SPLASH: SWIMMING

	Residents	Non-Residents
Adult (18-64 and older)	\$6.25 <u>00</u>	\$7.50 <u>7.75</u>
Senior (65 and older)	<u>5.25</u>	<u>6.25</u>
Children (3-17)	\$5.25 <u>00</u>	\$6.25 <u>00</u>
Infant (2 and under)	Free	Free
Season Pass		
Individual	\$70.00 <u>75.00</u>	\$155.00 <u>160.00</u>
Family (up to 4 people)	\$230.00 <u>235.00</u>	\$355.00 <u>360.00</u>
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 ~~\$4.25~~00 per child
(1:8 ratio, with every 8 children admissions purchased, one adult admission is free)

Group Rates

Groups of 20 or more ~~\$5.25~~00 per person
(residents and non-residents, no age limit)

ROY SAVAGE POOL: SWIMMING

Resident and Non-Resident	<u>\$1.00</u>
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PRIVATE PARTY RENTAL

2 hour rental before or after hours	
Without slides – 1 to 100 people	\$350.00 <u>\$355.00</u>
Without slides – 101 to 200 people	\$380.00 <u>\$385.00</u>
Without slides– 201 to 300 people	\$410.00 <u>\$415.00</u>
With slide or Pro Bowl – 1 to 100 people	\$370.00 <u>\$375.00</u>
With slide or Pro Bowl – 101 to 200 people	\$400.00 <u>\$405.00</u>
With slide or Pro Bowl – 201 to 300 people	\$430.00 <u>\$435.00</u>
With both slide and Pro Bowl – 1 to 100 people	\$420.00 <u>\$425.00</u>
With both slide and Pro Bowl – 101 to 200 people	\$450.00 <u>\$455.00</u>
With both slide and Pro Bowl – 201 to 300 people	\$480.00 <u>\$485.00</u>
Each additional group of 40 people	\$80.00 <u>\$85.00</u>
Non-Resident Facility Rental	\$20.00 more per rental
Concession Stand Open	\$25.00 <u>\$27.00</u>
Cabana Rental	\$125.00 <u>\$130.00</u>
Non-resident fee (2 hour rental during business hours with 10 guest free admission)	\$20.00 more per rental
Pavilion Rental	\$100.00 <u>\$105.00</u>
Non-resident fee (2 hour rental during business hours with 10 guest free admission)	\$20.00 more per rental
Birthday Party Services	\$12.00 per child
Minimum of 10 children: 3 free adult guests included for every 10 paid guests.	

ROY SAVAGE POOL PRIVATE PARTY RENTAL

2 hour rental before or after hours	
1-70 (maximum capacity) people	<u>\$155.00</u>

GYM RENTAL

September – April Rentals	
Full Court	\$45.00 <u>\$48.00</u> per hour
Non-resident fee	\$20.00
Half Court	\$30.00 <u>\$33.00</u> per hour
Non-resident fee	\$20.00

ORDINANCE NO. 15-

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~~88.00 per hour
(minimum of 2 hours)

May - August Rentals
Full Court ~~\$50.00~~53.00 per hour
Non-resident fee \$20.00

Half Court ~~\$40.00~~43.00 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) ~~\$95.00~~98.00 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~~32.00
Senior Resident ~~\$18.00~~20.00

Adult Resident ~~\$24.00~~26.00
Youth Resident ~~\$10.00~~12.00

Adult Non-Resident ~~\$120.00~~122.00
Youth Non-Resident ~~\$24.00~~26.00

Replacement Card ~~\$5.00~~7.00

Daily Pass ~~\$5.00~~7.00

~~Weekly Pass \$5.00~~

Forgotten Card Fee ~~\$1.00~~3.00

WEIGHT ROOM MEMBERSHIPS

Yearly membership, required to have a membership ID card

Adult Resident (optional) ~~\$125.00~~127.00 per year/
includes ID card

Adult Resident charge ~~\$15.00~~17.00 per month + ID

Senior Resident (optional) ~~\$80.00~~82.00 per year/
Includes ID card

Senior Resident charge ~~\$10.00~~12.00 per month + ID

Adult Non-Resident (optional) ~~\$200.00~~202.00 per year/
Includes ID card

ORDINANCE NO. 15-

Adult Non-Resident charge	\$20.00 <u>22.00</u> per month + ID
Senior Non-Resident	\$120.00 <u>122.00</u> per year/ Includes ID card
Senior Non-Resident charge	\$15.00 <u>17.00</u> per month + ID

ROOM RENTALS

September – April Rentals	
One Room	\$35.00 <u>38.00</u> per hour
Two Rooms	\$45.00 <u>48.00</u> per hour
Three Rooms	\$55.00 <u>58.00</u> per hour
Non-Resident Fee	\$20.00
Deposit required on all rentals at the time of booking	\$100.00

May – August Rentals	
One Room	\$45.00 <u>48.00</u> per hour
Two Rooms	\$55.00 <u>58.00</u> per hour
Three Rooms	\$65.00 <u>68.00</u> 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 <u>18.00</u> per hour
Court with lights	\$20.00 <u>23.00</u> per hour
Non-resident fee	\$20.00

SENIOR CENTER

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

RECREATION CLASS FEES:

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

ONLINE TRANSACTION FEE	\$3.25
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SWIM LESSONS

8 – 35 minute classes(Resident)	\$55.00 <u>57.00</u>
8 – 35 minute classes(Non-resident)	\$65.00 <u>67.00</u>
<u>8 – 30 minute private lessons</u>	<u>\$255.00</u>

AQUATIC FITNESS CLASSES

<u>Adult Water Walking</u>	<u>\$7.00</u>
<u>Season Pass</u>	<u>\$52.00</u>
<u>Season Pass after July 4</u>	<u>\$32.00</u>
<u>Water Aerobics</u>	<u>\$37.00 per session</u>
<u>Deep Water Dynamics</u>	<u>\$37.00 per session</u>
<u>Aqua Pilates</u>	<u>\$37.00 per session</u>
<u>Aqua Pilates + Power Sculpting</u>	<u>\$26.00 per session</u>

ORDINANCE NO. 15-

50 and Better Water Aerobics	\$32.00 per session
Aquatic Boot Camp	\$82.00 per session
AMERICAN RED CROSS CLASSES	
	Residents
	Non-Residents
Adult First Aid/CPR/AED	\$67.00
Cat and Dog First Aid	\$37.00
Babysitter's Training	\$76.00
Adult & Pediatric First Aid/CPR/AED	\$67.00
FA/CPR/AED Instructor's Course	\$255.00
Lifeguard Instructor's Course	\$255.00
CERTIFIED POOL OPERATOR COURSE	\$255.00
	\$260.00
YOGA FOR SENIORS	
4 classes	\$25.0042.00
SENIOR CENTER DANCE	\$6.00 per person
QI GONG KUNG FU	
Adults	\$82.00
Kids	\$82.00
Adults Advanced	\$152.00
Tai Chi (1x week)	\$54.00
Tai Chi (2x week)	\$94.00
DOG OBEDIENCE	
Puppy 4 weeks	\$60.00
Group 8 weeks	\$75.0097.00
MONTHLY CLASSES	
Includes dance, gymnastics, drawing, non-supply related classes	
1 day per week	\$25.0027.00
MONTHLY CLASSES WITH SUPPLIES	
Includes cooking, painting, craft, photos	
1 day per week	\$30.0032.00
VALENTINE'S DANCE	
All-inclusive - includes 1 picture, flowers dance,	\$10.0014.00 per individual or
	\$18.0022.00 per couple
ELEMENTARY DANCES	\$5.007.00 per person/per
dance	
EASTER	

ORDINANCE NO. 15-

Includes egg hunt, arts & craft activity, photo with the Easter Bunny, and snack

~~\$5.00~~9.00 per person

FULL DAY- DAY CAMP

Application fee for campers per

~~\$50.00~~52.00 and ~~\$25.00~~27.00

Application fee for junior counselor
Weekly rate if paid after Wednesday of previous week
Weekly rate if paid prior to opening of Day Camp session
Weekly rate if paid by Wednesday prior to camp start

additional child per family
~~\$25.00~~27.00
~~\$120.00~~122.00
~~\$105.00~~107.00
~~\$115.00~~117.00

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
Includes uniform, individual and team trophies

~~\$450.00~~455.00

Basketball League 8 Games
Softball League 8 Games

~~\$295.00~~300.00
Returning teams
~~\$300.00~~305.00
First time teams
~~\$320.00~~325.00

Crazy Coed Softball 8 Games
~~\$200.00~~205.00

Returning teams
First time teams
~~\$220.00~~225.00

Indoor Volleyball League 8 Games

~~\$150.00~~155.00

Will offer an early bird special on all leagues

SWIM TEAM

Summer season

~~\$125.00~~130.00 + applicable State & Regional TAAF dues

Includes TAAF membership, regional fees, caps, t-shirts, lifeguard on duty and coaches

ATHLETIC FIELDS

Reservation January - August (minimum)

~~\$35.00~~40.00 per hour (2 hour

Reservation September – December (minimum)

~~\$40.00~~45.00 per hour (2 hour

STREET DEPARTMENT

SIDEWALK/CONCRETE PERMIT

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

DRIVE APPROACH PERMIT

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

BARRICADES

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

WATER DEPARTMENT

WATER DEPOSIT

Residential	\$60.00
Fire Hydrant Meters	\$1,500.00
Commercial	\$300.00 or an amount equal to 2 times the City monthly average for commercial users; after the 3rd bill, a monthly average for that user will be determined. Then deposit required will be equal to 2 months of the calculated monthly average for that user. Overpayments will be credited and underpayment will be due.
Apartments	\$35.00 per unit
In lieu of cash, a bond may be used for multi-unit dwelling deposit requirements. A bond tendered pursuant to this provision must be issued by a surety licensed to do business in the State of Texas, be in a form approved by the city attorney and have a term of not less than one year.	
Sprinkler Meters, Commercial only	\$1,000.00

ORDINANCE NO. 15-

SERVICE CHARGE (read meter-account set-up)	\$10.00
Reduced Pressure Zone Certification Test Fee	\$25.00 per test
 Water or Sewer Tap Abandonment Fee	\$300.00<u>400.00</u>
SEWER TIE-IN FEE	
4" tap on a 6"- 12" line (1-7 feet deep)	\$1,200.00
4" tap on main larger than 12" (1-7 feet deep)	Actual cost
Sewer main over 7 feet deep	\$250.00 per foot
If boring is required add \$250.00 for bore pits plus actual cost of bore..	
MANHOLES	
Manhole (1' – 6' feet deep)	\$3,000.00
Manhole (7' or deeper)	\$3,000.00 plus an additional \$70.00 per foot
CUT-OFF FEE	\$30.00
LATE PAYMENT FEE minimum fee of \$5.00 (Senior 65 and older are exempt from late payment fees.)	10% of balance with a
AFTER HOURS TURN-ON	\$50.00
METER TESTING FEE (per Customer Request)	
METER 3/4"	\$50.00
METER 1"	\$60.00
METER 1 1/2" - 2"	\$180.00
METER 3" and Larger	(quote upon request)
(Meter testing fees will only charged to customers where meter test results are determined to be accurate by 98.5% to 101.5%. Testing charges will be refunded back to the customer should test results fall below 98.5% or above 101.5%)	
REPLACEMENT RESIDENTIAL METER BOX	\$90.00
REPLACE BROKEN RESIDENTIAL METER	
METER 3/4"	\$1,100.00 for service tap and
	\$175.00 for meter
METER 1"	\$1,100.00 for service tap and
	\$225.00 for meter

ORDINANCE NO. 15-

METER 1.5"	\$2,100.00 for service tap and \$610.00 for meter
METER 2"	\$2,100.00 for service tap and \$925.00 for meter

¾", 1", 1 ½" and 2" service lines not to exceed 20 ft. Service lines in excess of 20 ft. @16.00 per ft.

REPLACE BROKEN ANGLE STOPS

ANGLE STOP ¾"	\$140.00 <u>\$150.00</u>
ANGLE STOP 1"	\$150.00 <u>\$175.00</u>
ANGLE STOP 1 ½" – 2"	\$350.00
ANGLE STOPS 3" and Larger	(quote upon request)

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

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

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

Water usage for Fire Hydrant Meters:

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

STORMWATER DEPARTMENT

GREASE TRAP/INTERCEPTOR PERMIT (annually)	\$50.00
LIQUID WASTE TRANSPORTER PERMIT (annually)	\$240.00 first vehicle \$130.00 each additional vehicle
<u>STATE MANDATED ANNUAL INSPECTIONS (Hospitals, nursing and long-term care homes, daycares, dental offices, convenience stores with fountain drink stations, car washes, animal care centers, etc.)</u>	
<u>GREASE/GRIT TRAPS</u>	<u>\$50.00 per inspection</u>
<u>BACKFLOW DEVICE INSPECTION</u>	<u>\$20.00 per device per inspection</u>
<u>CROSS CONNECTION INSPECTION</u>	<u>\$100.00 per inspection</u>

ORDINANCE NO. 15-

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

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

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

PRESENTED AND PASSED on this 22nd day of September 2015, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: Joey Lankford, Fire Marshal

DATE: 09/22/2015

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a multi-year agreement between the City of Bedford, Texas and Motorola Solutions, Inc. in the amount of \$309,613.34 for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

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

The City of Bedford will enter into a multi-year agreement with Motorola Solutions, Inc. in the amount of \$309,613.34 for support and maintenance of the trunk radio infrastructure and the trunk radio system manager. The grand total of \$309,613.34 will be divided equally, with one-sixth, or \$51,602.22 being paid by each member city under the proposed contract. The term for support and maintenance contract is October 1, 2015 through September 30, 2020. The City of Bedford manages the contract with assistance from the City of Colleyville.

Funding for this item was approved in the FY 2015-16 Budget.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a multi-year agreement between the City of Bedford, Texas and Motorola Solutions, Inc. in the amount of \$309,613.34 for support and maintenance of the trunk radio infrastructure, and for the trunk radio system manager.

FISCAL IMPACT:

General Fund:	\$48,506.09
Water Fund:	\$2,508.11
Sewer Fund:	<u>\$516.02</u>
Total:	\$51,602.22

ATTACHMENTS:

Resolution
Contracts

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT BETWEEN THE CITY OF BEDFORD AND MOTOROLA SOLUTIONS, INC. IN THE AMOUNT OF \$309,613.34 FOR SUPPORT AND MAINTENANCE OF THE TRUNK RADIO INFRASTRUCTURE AND FOR THE TRUNK RADIO SYSTEM MANAGER.

WHEREAS, the City Council of Bedford, Texas determines the necessity to enter into an agreement with Motorola Solutions, Inc. in the amount of \$309,613.34 for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager; and,

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

WHEREAS, the City of Bedford will equally share the expense total of \$309,613.34 with each member city of the Northeast Tarrant County Trunk Radio Consortium with Bedford's portion being \$51,602.22; and,

WHEREAS, the agreement for the support and maintenance and trunk radio system manager would commence October 1, 2015 and expire September 30, 2020.

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

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

SECTION 2. That the City Council hereby authorizes the City Manager to enter into a multi-year agreement with Motorola Solutions, Inc. for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager in the amount of \$309,613.34.

SECTION 3. That the City of Bedford will be fiscally responsible for one-sixth of the total amount, or \$51,602.22.

PRESENTED AND PASSED this 22nd day of September 2015, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Motorola Solutions, Inc.
1507 LBJ Freeway, Suite 700
Farmers Branch, TX. 75234
USA

May 15, 2015

Joey Lankford – Fire Marshall
City of Bedford – NETCO
2000 Forest Ridge Drive
Bedford, TX 76021

Dear Mr. Lankford:

Motorola Solutions, Inc. (Motorola) is pleased to have the opportunity to provide the City of Bedford and NETCO with quality communications equipment and services. The Motorola project team has taken great care to propose a solution to address your needs and provide exceptional value.

To address NETCO's needs of maintaining their P25 network in the most efficient and cost effective manner, Motorola's solution is to provide the annual maintenance plan in a multiple year contractual format. This would reduce overall paperwork, reduce the time needed annually to negotiate, and reduce the time needed from city staff of the member cities. A multi-year maintenance contract will also provide each member city of NETCO the ability to budget for these services in a more timely fashion, along with planning their budget for several years to come. Specifically, this maintenance solution provides the following:

- Five year maintenance agreement for the NETCO P25 Network

This proposal is subject to the terms and conditions of the Houston Galveston Area Council (H-GAC) Contract (contact number RA 05-12), and the enclosed Service Terms and Conditions. This proposal shall remain valid until September 15, 2015. The City of Bedford – NETCO may accept this proposal by issuing its purchase order to Motorola containing the following language: *This purchase is placed against the Houston Galveston Area Council (H-GAC) contract (contract number RA 05-12), and Motorola's proposal ("Proposal") dated May 15, 2015 and the terms and conditions contained in the Proposal. The terms and conditions of H-GAC contract number RA 05-12 and the Proposal apply to this purchase and supersede all other terms and conditions, express or implied, including any preprinted or other terms and conditions contained in this Purchase Order.*

Motorola would be pleased to address any concerns the City of Bedford / NETCO may have regarding the proposal. Any questions can be directed to your Motorola Customer Service Manager, Tony Profita, at (815) 762-5050 or to your Account Executive, Trevlyn Pitner, at (817) 470-1155.

We thank you for the opportunity to furnish the City of Bedford and NETCO with our maintenance solution and we hope to continue our strong relationship by implementing this agreement and moving the owner cities towards a more cost effective manner of maintaining and protecting the communications network.

Sincerely,

MOTOROLA SOLUTIONS, INC.



Edward Fuerst
Motorola Solutions Sales and Services, Inc. Vice President
North America Government Markets

Service Terms and Conditions

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

Section 1 APPLICABILITY

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

Section 2 DEFINITIONS AND INTERPRETATION

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

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

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

Section 3 ACCEPTANCE

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

Section 4 SCOPE OF SERVICES

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

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

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

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

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

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

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

Section 5 EXCLUDED SERVICES

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

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

Section 6 TIME AND PLACE OF SERVICE

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

Section 7 CUSTOMER CONTACT

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

Section 8 PAYMENT

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

At the end of the first year from the Effective Date and each year after, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase the current years and all future years

maintenance and/or SUA I and/or SUA II prices by the consumer price increase ("CPI") increase amount exceeding 3%. The All Urban Consumers- Dallas-Fort Worth Urban Consumer Price Index (Series ID CUURA316SA0,CUUSA316A0, All Items, Not seasonally adjusted with Base Period 1982-1984=100) shall be used as the measure of CPI for this price adjustment. The CPI percentage change calculation will take place once the annual average for each new year has been posted by the Bureau of Labor Statistics.

Section 9 WARRANTY

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

Section 10 DEFAULT/TERMINATION

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

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

10.3 The Parties agree that the annual fees for the Services are based upon the assumption that this Agreement will be in effect for the full ____ year term; and if the Agreement is terminated before the end of the term, then a termination will be assessed equal to annual multi-year discount set forth in the pricing section times the number of years the maintenance contract has been in effect ("Termination Fee"). The Termination Fee will be payable upon early termination and is not a penalty, but rather is a charge to compensate Motorola for Customer's failure to satisfy the full term on which the maintenance pricing was based.

Section 11 LIMITATION OF LIABILITY

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

Section 12 EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15 COVENANT NOT TO EMPLOY

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

Section 16 MATERIALS, TOOLS AND EQUIPMENT

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

Section 17 GENERAL TERMS

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

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

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

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

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

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

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

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

**NETCO October 2015 - September 2020 Motorola
Service Agreement Budget**

STANDARDIZED SERVICES	Oct 2015-Sept 2016	Oct 2016 - Sept 2017	Oct 2017 - Sept 2018	Oct 2018 - Sept 2019	Oct 2019 -Sept 2020	TOTAL
Dispatch Service	\$ 3,568.97	\$ 3,676.03	\$ 3,786.32	\$ 3,899.90	\$ 4,016.90	\$ 18,948.12
Technical Support	\$ 8,172.41	\$ 8,417.59	\$ 8,670.11	\$ 8,930.22	\$ 9,198.12	\$ 43,388.45
Network Monitoring Component	\$ 12,710.34	\$ 13,091.66	\$ 13,484.40	\$ 13,888.94	\$ 14,305.61	\$ 67,480.95
Astro 25 Security Monitoring Component	\$ 11,751.72	\$ 12,104.28	\$ 12,467.40	\$ 12,841.43	\$ 13,226.67	\$ 62,391.50
Security Update Service (SUS)	\$ 17,234.48	\$ 17,751.52	\$ 18,284.06	\$ 18,832.58	\$ 19,397.56	\$ 91,500.21
Infrastructure Repair w/ Adv Repl Service	\$ 53,556.90	\$ 55,163.60	\$ 56,818.51	\$ 58,523.07	\$ 60,278.76	\$ 284,340.84
OnSite Response_Premier	\$ 69,392.88	\$ 71,474.66	\$ 73,618.90	\$ 75,827.46	\$ 78,102.29	\$ 368,416.19
Network Preventative Maintenance	\$ 10,043.10	\$ 10,344.40	\$ 10,654.73	\$ 10,974.37	\$ 11,303.60	\$ 53,320.20
NICE LOGGING - GOLD	\$ 72,103.45	\$ 72,103.45	\$ 72,103.45	\$ 72,103.45	\$ 74,266.55	\$ 362,680.34
System Manager	\$ 51,079.08	\$ 51,079.08	\$ 51,079.08	\$ 51,079.08	\$ 51,079.08	\$ 255,395.40
Total Annual Costs	\$ 309,613.34	\$ 315,206.26	\$ 320,966.97	\$ 326,900.50	\$ 335,175.14	\$ 1,607,862.20

NO MULTI YEAR AGREEMENT	\$ 374,469.36	\$ 385,703.44	\$ 397,274.54	\$ 409,192.78	\$ 421,468.56	\$ 1,988,108.69
Savings by going Multi Year Agreement	\$ 64,856.02	\$ 70,497.18	\$ 76,307.57	\$ 82,292.28	\$ 86,293.42	\$ 380,246.49
Individual City cost no Multi Year Agreement	\$ 62,411.56	\$ 64,283.91	\$ 66,212.42	\$ 68,198.80	\$ 70,244.76	\$ 331,351.45
Individual City cost going Multi Year Agreeeme	\$ 51,602.22	\$ 52,534.38	\$ 53,494.50	\$ 54,483.42	\$ 55,862.52	\$ 267,977.03



Council Agenda Background

PRESENTER: Joey Lankford, Fire Marshal

DATE: 09/22/2015

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

ITEM:

Consider a resolution authorizing payment to the City of North Richland Hills, in the amount of \$31,701.96, to provide continuous maintenance for subscriber radios and auxiliary equipment.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

A radio maintenance agreement between the cities of Bedford and North Richland Hills originated on October 1, 1996. The City of North Richland Hills coordinates a radio maintenance consortium between the cities of Bedford, Colleyville, Euless, Grapevine, Haltom City, Keller, North Richland Hills, Richland Hills, Southlake and Tarrant County. A substantial savings in the cost of maintenance for subscriber radio and auxiliary units can be obtained by participating in the consortium, while maintaining local control of the programming and management of each subscriber radio and auxiliary units.

The City of Bedford has determined the necessity to secure radio services with the City of North Richland Hills, in the amount of \$31,701.96, to provide continuous maintenance to subscriber radios and auxiliary equipment to obtain maximum performance.

Funding for this item was approved in the FY 2015-16 Budget.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing payment to the City of North Richland Hills, in the amount of \$31,701.96, to provide continuous maintenance for subscriber radios and auxiliary equipment.

FISCAL IMPACT:

General Fund:	\$29,799.84
Water and Sewer Fund:	\$1,585.10
Storm Water Fund:	<u>\$317.02</u>
Total:	\$31,701.96

ATTACHMENTS:

Resolution
1996 Interlocal Agreement

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING PAYMENT TO THE CITY OF NORTH RICHLAND HILLS, IN THE AMOUNT OF \$31,701.96, TO PROVIDE CONTINUOUS MAINTENANCE FOR SUBSCRIBER RADIOS AND AUXILIARY EQUIPMENT.

WHEREAS, the City of North Richland Hills coordinates a radio maintenance consortium with the cities of Bedford, Colleyville, Euless, Grapevine, Haltom City, Keller, North Richland Hills, Richland Hills, Southlake and Tarrant County; and,

WHEREAS, the City Council of Bedford, Texas approved an inter-local agreement with the City of North Richland Hills on March 26, 1996 to join the radio maintenance consortium; and,

WHEREAS, monthly maintenance rates are based on the number of subscriber radio and auxiliary units on the contract; and,

WHEREAS, a substantial savings in the cost of maintenance for subscriber radio and auxiliary units can be obtained by participating in the consortium while maintaining local control of the programming and management of each subscriber radio and auxiliary units; and,

WHEREAS, the City of Bedford has determined the necessity to secure radio services with the City of North Richland Hills Radio Frequency Consortium in the amount of \$31,701.96 to provide continuous maintenance to subscriber radio and auxiliary units to obtain maximum performance; and,

WHEREAS, the agreement would commence October 1, 2015 and expire September 30, 2016.

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

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

SECTION 2. That the City Council hereby authorizes payment to the City of North Richland Hills in the amount of \$31,701.96, in accordance with the 1996 interlocal agreement.

PRESENTED AND PASSED this 22nd day of September, 2015 by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

STATE OF TEXAS

CITY OF BEDFORD

AGREEMENT

This Agreement, made and entered into by and between the City of Bedford, a municipal corporation, located in Tarrant County, Texas, hereinafter called "Bedford," and the City of North Richland Hills, a municipal corporation, located in Tarrant County, Texas, hereinafter called "North Richland Hills," evidences the following:

WHEREAS, North Richland Hills, and Bedford desire to enter into an Agreement at the request of Bedford for inclusion into a radio maintenance agreement between the City of North Richland Hills and Motorola Communications and Electronics, Incorporated, hereinafter called "Motorola;" and

WHEREAS, The Interlocal Cooperation Act, Chapter 791 et seq, Texas Government Code, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the term of the Act; and

WHEREAS, North Richland Hills has negotiated a sole source contract with Motorola and is available to perform the functions described herein; and

WHEREAS, Bedford has current revenues available and allocated for this agreement; and

WHEREAS, it is mutually advantageous to both parties to enter into the arrangement evidenced by this Agreement;

NOW, THEREFORE, the parties in consideration of the terms and conditions contained herein, agree as follows;

The responsibility of each government entity is outlined below:

I.

BEDFORD

Bedford hereby agrees:

1. To become a part of what is being termed the "North Richland Hills Consortium" which represents a sole source negotiation, by North Richland Hills, for collective radio maintenance covering several governmental agencies throughout Tarrant County.
2. To include all Motorola radio equipment in the maintenance contract which was purchased from Motorola as a part of Bedford joining any 800 Mhz trunked radio system that utilizes the same radio products as those utilized by the Fort Worth 800 Mhz trunked radio system..
3. To ensure optimum efficiency by providing timely repairs to any of its own equipment through direct contact with Motorola. Bedford understands that the benefits derived from joining the "North Richland Hills Consortium" are those seen through bulk discounts based upon total numbers of radios covered under the negotiated contract with Motorola.

4. That the purchase radio maintenance shall be made directly in North Richland Hills and that the fees for such coverage shall be only those fees charged by Motorola. All funds that are paid to North Richland Hills will be based on invoicing that will originate from Motorola to North Richland Hills. North Richland Hills will then create invoicing which will be passed along to Bedford and any other governmental agencies who become a part of the "North Richland Hills Consortium."
5. That payment for this service must be prompt since North Richland Hills does not have escrow funds available to cover all governmental agencies that have expressed a desire to participate in the "North Richland Hills Consortium."
6. That this "Agreement" may be cancelled at any time in compliance with Section VI, "TERMS", of this Agreement. Such written notice must originate from the City Manager, Chief of Police or City Purchasing Agent. Upon cancellation of the "Agreement" North Richland Hills will obtain any applicable refunds from Motorola, if such refunds exist, and will pay the refund amount to Bedford.
7. To provide equipment listings of equipment, owned by Bedford, consisting of Make, Model, Serial Number and any other information deemed necessary for North Richland Hills to properly manage the maintenance agreement process.

NORTH RICHLAND HILLS

North Richland Hills hereby agrees:

1. To provide Bedford access to a negotiated radio maintenance agreement that provides bulk discounting at a more favorable rate than Bedford could obtain alone.
2. To provide invoicing and notice of fee changes to Bedford as soon as is practicable after having received such fee adjustments from Motorola.
3. To provide any information dealing with the radio maintenance agreement available to Bedford upon request.
4. To act as the central receiving point for all Motorola originated invoices or refunds and to assure that payment is made to Motorola as quickly as possible after having received payment from members of the "North Richland Hills Consortium." North Richland Hills will also pass refunds back to any agency on whose behalf the refund was made.
5. To gather information from the members of the "North Richland Hills Consortium" which is needed by Motorola so as to enter into a proper radio maintenance agreement. Motorola has indicated that they will create addenda to the original contract which will have the equipment of each member agency contained within them. There will be an addendum for each agency with a listing of the equipment covered.

II. AUTHORIZATION

North Richland Hills authorizes Bedford to deal directly with Motorola regarding all issues except payment of invoiced fees or refunds. Bedford authorizes North Richland Hills to negotiate on its behalf with the

understanding that North Richland Hills shall act in the best interest of the group as a whole rather than any agency as an individual. Bedford shall be kept abreast of all attempts to negotiate future fees and will be made a part of such negotiations by their representatives attending meetings held for the purpose of fee negotiations.

III. CONTROL

It is understood by both parties that the intent of this agreement is to achieve the lowest cost possible for radio maintenance and that this is being accomplished through several governmental agencies pooling their radio equipment into a larger aggregate, thus providing the ability to obtain better bulk discount rates.

IV. OPERATION WARRANTY

North Richland Hills makes no representations or warranties regarding the normal management of the radio maintenance agreement process other than outlined below:

In the event of problems arising between Bedford and Motorola, North Richland Hills shall not be held responsible for anything other than the handling of invoicing and payments as outlined in this Agreement. The contents of invoicing will have an origination point of Motorola and will not be raised or lowered by North Richland Hills unless an invoicing error is encountered. If such an error is found, Bedford will be immediately notified of the reason for the raising or lowering of the invoice.

V. CLAIMS

To the extent allowed by law, each jurisdiction does hereby waive all claims against and agrees to release every other City or County, its police department, Sheriff's Department, officials, agents, officers and employees in both their public and private capacities, from and against any and all claims, suits, demands, losses, damages, causes of action and liability of every kind, including but not limited to court costs and attorney's fees which may arise due to any death or injury to any person, or the loss of, damage to, or loss of use of any property arising out of or occurring as a consequence of the performance of this agreement whether such injuries, death or damages are caused by the sole negligence or the joint negligence of any jurisdiction, its officials, agents, officers and employees. It is the express intention of the parties hereto that the waiver and release provided for in this paragraph includes claims arising out of such other City's or County's own negligence, whether that negligence is a sole or a concurring cause of the injury, death or damage.

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

VI. TERMS

The initial term of this Agreement shall be one (1) year, and shall automatically renew itself on a yearly basis thereafter unless either party decides to terminate, or both parties mutually agree to change or modify the conditions of this Agreement. Any change in the approved yearly fee, including increase of anticipated expenses, cost of equipment, software development, or maintenance enhancements shall be fully documented.

Bedford will be advised by February 1st of each year of proposed fee increases in order to provide for adequate considerations in their budget development process. Bedford's portion of any radio maintenance costs will be prorated, based on the number of radios or other related equipment covered under the maintenance contract at the time of the fee increase. Fee increases will not take effect until October 1st of any year which give the parties eight (8) months from the February 1st notice requirements in order to plan for the increase. Additional equipment may be added at any time and a prorated charge will be figured for each additional unit of equipment added.

If either party decides to terminate this Agreement, after the initial term, written notice, to the following respective addresses, must be received by the other party not later than ninety (90) days before the renewal date. The fee herein set out shall be payable on or before October 31st of each year, except for the first year, which shall be prorated and payable within thirty (30) days of Bedford's beginning coverage date as listed in the maintenance contract with North Richland Hills and Motorola.

City Manager
City of North Richland Hills
P. O. Box 820609
North Richland Hills, Texas 76182-0609

City Manager
City of Bedford
2000 Forest Ridge
Bedford, Texas 76021

This Agreement was signed and executed on this _____ day of _____, 1996.
(Execution of Contract shall be construed as the latest City Council Approval Date listed below)

CITY OF NORTH RICHLAND HILLS

CITY OF BEDFORD

City Manager

City Manager

ATTEST:

ATTEST:

Chief of Police

City Secretary

This agreement was executed by North Richland Hills on the 27th day of June, 1994.

(City Council Resolution Number 94-28)

This agreement was executed by Bedford on the _____ day of _____, 1996

(City Council Resolution Number _____)

North Richland Hills Consortium

Budget for Coverage Period: October 1, 2015 to September 30, 2016

	Unit Cost Per Month	Total Per Month	Number of Months	Annual Cost
Bedford				
410 Subscribers	\$ 5.88	\$ 2,410.80	12	\$ 28,929.60
0 APX 6000	\$ 5.88	\$ -	6	\$ -
3 Consoles	\$ 183.75		0	
0 Server	\$ 183.75	\$ -	0	\$ -
2 Control Stations	\$ 15.75	\$ 31.50	12	\$ 378.00
0 NTN1177 Multi Chargers	\$ 6.30	\$ -	0	\$ -
6 L650A DGT 9000 Remotes	\$ 2.63	\$ 15.78	12	\$ 189.36
0 L1474 DC Remotes	\$ 2.63	\$ -	0	\$ -
0 TDN9430 Battery Conditioner	\$ 6.30	\$ -	0	\$ -
1 Net Clock	\$ 183.75	\$ 183.75	12	\$ 2,205.00
0 3 Com Server Switch	\$ 39.90	\$ -	0	\$ -
0 CSU's	\$ 39.38	\$ -	0	\$ -
			Total	\$ 31,701.96



Council Agenda Background

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

DATE: 09/22/15

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Kimley Horn & Associates, Inc. in the amount of \$20,000 for additional design work at the Boys Ranch Park.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City of Bedford entered into an agreement with Kimley Horn & Associates, Inc. (KHA) for design services associated with Phase I improvements at the Boys Ranch Park on January 22, 2009. Phase I improvements included concrete trails, a playground area, pavilions, bridges, a fishing pier, and lake edge stonework.

The City of Bedford awarded a contract to C. Green Scaping, LP on October 28, 2014 for the Phase I improvements. The contract amount was \$3,156,397 and left a balance of approximately \$143,603 in General Obligation Bond and Texas Parks and Wildlife Grant funds. Work on Phase I commenced soon thereafter. There have been two change orders issued for the Phase I project associated with additional work for drainage structures and security fencing in the amount of \$14,904. With this increase in the contract, there is \$128,699 remaining in the budget for additional work at the Park.

The visual impact of the lake edge stonework has greatly improved the Park. Staff would like to utilize a portion of the remaining budget funds to make additional visual improvements at the Park. Those improvements include placing edge stonework on the channel just north of David Drive, placing matching stonework on the weir dam north of David Drive, and to install landscaping, irrigation, and walls (end caps and wall sign) on the berm along Harwood Road. All stonework will match the work in Phase I.

The Scope of Services with KHA in this contract include:

Task A – Provide signed and sealed plans for landscaping, irrigation, stone wall end caps, and stone wall signage to enhance the berm at Harwood Road west of Forest Ridge.

Task B – Provide signed and sealed plans for re-facing the concrete stamped weir dam on the existing channel by the post office and re-shaping and edging the channel between the weir dam and the culvert south of the weir dam with ledgestone to match the new ledgestone work at the Park.

The fees for these services will be \$20,000. Funding will come from 2011 Certificates of Obligation Boys Ranch Park Design balance.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Kimley Horn & Associates, Inc. in the amount of \$20,000 for additional design work at the Boys Ranch Park.

FISCAL IMPACT:

CO-2011 BRAC Design Balance:	\$49,900
Contract Amount:	\$20,000
Difference:	\$29,900

ATTACHMENTS:

Resolution
KHA Agreement for Engineering Services

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH KIMLEY HORN & ASSOCIATES, INC. IN THE AMOUNT OF \$20,000 FOR ADDITIONAL DESIGN WORK AT THE BOYS RANCH PARK.

WHEREAS, the City Council of Bedford, Texas has determined that a contract with Kimley Horn & Associates Inc. will help protect the vitality of neighborhoods by performing additional design work for visual improvements to the Boys Ranch Park.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a contract with Kimley Horn & Associates Inc. in the amount of \$20,000 for the additional design work at the Boys Ranch Park.

PRESENTED AND PASSED this 22nd day of September 2015, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



September 8, 2015

Mr. Tom Hoover
Director of Public Works
Bedford Public Works
1813 Reliance Parkway, Bedford, TX 76021-6109

RE: City Facilities and Boys Ranch Park – Amendment #4 (Revised)

Dear Mr. Hoover:

As per our discussions today, it is our understanding that the City would like us to provided additional design work and plans for the following items:

Task A – Provide signed and sealed plans for landscaping, irrigation, stone wall end caps, and stone wall signage to enhance the berm at along Harwood west of Forrest Ridge Drive for \$12, 500 Lump Sum.

Task B –Provide signed and sealed plans for re-facing the concrete stamped weir dam on the existing channel by the post office and re-shaping and edging the channel between the weir dam and the culvert south of the weir dam with ledgestone to match the new ledgestone work at the Boys Ranch Park for \$7,500 Lump Sum.

Sincerely and With Regards,

Mark C. Hatchel, PLA
Vice President and Senior Project Manager

Eric Z. Smith
Assistant Secretary

By signing below, the City acknowledges and agrees to the supplemental services amount of \$20,000 as Amendment #4 and the original terms and conditions of the original engineering services agreement signed by the City on January 22, 2009 are incorporated by reference.

Agreed to this _____ day of _____, 2015.

City of Bedford, TX

By: _____
Roger Gibson, Interim City Manager



Council Agenda Background

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

DATE: 09/22/15

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Baird Hampton & Brown Inc. in the amount of \$38,290 for the Brookwood Stream Study for future drainage system improvements in the Brookwood Hills Addition.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On July 29, 2015, several residents of the Brookwood Hills Addition met with staff regarding the bank erosion that the stream was experiencing. During the meeting, other issues were brought forward that indicated that a stream study was needed. Staff would propose that the City utilize the professional services of Baird, Hampton & Brown, Inc. (BHB) for this Study. This project is very similar to a project designed by Thomas Hoover and a principal with BHB for the City of Keller in 2006.

The proposed Brookwood Stream Study will determine the amount of erosion and the drainage structures needed to alleviate the erosion without impeding the conveyance of the storm water through the subdivisions. The first step will be to determine the existing conditions of the stream and banks (topographic surveys and site visits), existing flow rates for various storm events, limits of the flood plain, wetland delineation, and determination of the extent of the "Waters of the US" under the control of the U.S. Army Corp of Engineers (Corp).

The next step will be to determine what improvements are needed to reduce/repair the erosive nature of the channel, prepare options on conveying the various storm events within existing drainage easements, provide recommendations that comply with federal regulations from the Corp, and prepare an Opinion of Probable Project Cost.

The Scope of Services in this contract include exploring channel improvements such as:

- 1) Single line of gabion baskets as a check structure
- 2) Grass lined channel
- 3) Rock rip rap
- 4) Stepped gabion basket walls
- 5) Limited concrete channel lining
- 6) Limited gabion mattress channel lining
- 7) Retaining walls
- 8) Road culvert crossings

The study will also provide the existing flood plain computer analysis that can be used by the landowners to assist in showing that their houses are outside of the 100-year flood limits. This will allow the owner to avoid purchasing flood insurance that would be unwarranted.

The fee for these services will be \$38,290 for the Brookwood Stream Study. Funding will come from the 2011 Certificates of Obligation – Stormwater balance.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Baird Hampton & Brown Inc. in the amount of \$38,290 for the Brookwood Stream Study for future drainage system improvements in the Brookwood Hills Addition.

FISCAL IMPACT:

2011 CO-Stormwater Balance:	\$288,768
Contract Amount:	\$38,290
Difference:	\$250,478

ATTACHMENTS:

Resolution
BHB Agreement for Engineering Services

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BAIRD HAMPTON & BROWN INC. IN THE AMOUNT OF \$38,290 FOR THE BROOKWOOD STREAM STUDY FOR FUTURE DRAINAGE SYSTEM IMPROVEMENTS IN THE BROOKWOOD HILLS ADDITION.

WHEREAS, the City Council of Bedford, Texas has determined that a contract with Baird Hampton & Brown Inc. will help protect the vitality of neighborhoods by performing an Engineering Study on the Brookwood Stream to determine the amount of erosion and the drainage structures needed to alleviate the erosion without impeding the conveyance of the storm water through the subdivisions.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a contract with Baird Hampton & Brown Inc. in the amount of \$38,290 for the Brookwood Stream Study for future drainage system improvements in the Brookwood Hills Addition.

PRESENTED AND PASSED this 22nd day of September 2015, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

AGREEMENT FOR ENGINEERING SERVICES
BETWEEN THE
CITY of BEDFORD
AND
BAIRD, HAMPTON & BROWN, INC.
Engineering & Surveying

I.

This Agreement is executed by and between the **City of Bedford, a municipal corporation located at 2000 Forest Ridge, Bedford, TX 76021 in Tarrant County, Texas**, acting by and through **Roger Gibson**, its duly authorized City Manager (hereinafter called "CITY"), and **Baird, Hampton & Brown, Inc.** a Texas corporation, located at **4550 SH 360, Suite 180, Grapevine, TX**, acting by and through **Shannon L. Nave, PE, CFM**; its duly authorized Principal (hereinafter called "ENGINEER").

WITNESSETH, that CITY desires professional engineering services in connection with the **Brookwood Stream Study**.

NOW, THEREFORE, CITY and ENGINEER, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

II. PROJECT

In this Agreement, the "PROJECT" means the engineering services of the **Brookwood Stream Study** in accordance with the Public Works Design Criteria, applicable CITY codes, regulations and standards. The limits of the PROJECT are **generally Little Bear Tributary No. 4 from Cummings Drive to Check Sparger Rd.**

III. BASIC AGREEMENT

ENGINEER is an independent contractor and undertakes and agrees to perform professional engineering services in connection with the PROJECT, as stated in the sections to follow. It is understood and agreed that ENGINEER is not and will not by virtue of this contract be deemed to be an agent or employee of CITY and that CITY will not be entitled to direct the performance by ENGINEER's employees or subcontractors of the tasks contemplated by this contract. All engineering services shall be performed with diligence and in accordance with professional standards customarily obtained for such services in the State of Texas. For rendering such services CITY agrees to pay ENGINEER as set forth in Section VIII: "Compensation" and Exhibit F: "Compensation".

IV. SCOPE OF ENGINEER'S SERVICES

ENGINEER shall render the professional services necessary for development of the PROJECT, as detailed in Exhibit A: "Basic Engineering Services", and in accordance with the schedule in Exhibit B: "Project Schedule"; said exhibits being attached hereto and incorporated herein for all purposes. ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the Dallas/Fort Worth Metroplex area, for professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.

V. SPECIAL ENGINEERING SERVICES

The CITY will pay the ENGINEER for Special Engineering Services as indicated in Exhibit C: "Special Engineering Services", attached hereto and made a part of this Agreement.

VI. ADDITIONAL ENGINEERING SERVICES

The CITY will pay the ENGINEER for Additional Engineering Services as indicated in Exhibit D: "Additional Engineering Services", attached hereto and made a part of this Agreement.

VII. CITY PROVIDED INFORMATION/SERVICES

The City will furnish items and perform those services as identified in Exhibit E: "Services to be provided by the City", attached hereto and made a part of this Agreement.

VIII. COMPENSATION

- A. In consideration of the services described herein, CITY shall pay and ENGINEER shall receive compensation in accordance with Exhibit F: "Compensation".
- B. Total payments, excluding reimbursable expenses, to ENGINEER by CITY for services shall not exceed Thirty-Eight Thousand Two Hundred and Ninty (\$38,290) Dollars.
- C. CITY may authorize additional services to be provided by ENGINEER as mutually agreed upon by the parties. Any authorization for additional services shall be given to ENGINEER by CITY in writing and approved by CITY.

IX. OWNERSHIP OF DOCUMENTS

All completed or partially completed evaluations, reports, surveys, designs, drawings and specifications prepared or developed by ENGINEER under this Agreement, including any original drawings, computer disks, mylars or blue lines, shall become the property of CITY when the Agreement is concluded or terminated, and may be used by CITY in any manner it desires; provided, however, that ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described in this Agreement.

X. INDEMNITY

ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ANY LIABILITY ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY CITY, PROXIMATELY CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ENGINEER OR ITS OFFICERS, AGENTS, SERVANTS, CONTRACTORS, OR EMPLOYEES IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.

Approval by CITY of contract documents shall not constitute or be deemed to be a release of the responsibility and liability of ENGINEER, its officers, agents, employees and subconsultants, for the accuracy and competency of the services performed under this Agreement, including but not limited to evaluations, reports, surveys, designs, working drawings and specifications, and other engineering documents

XI. INSURANCE

For the duration of this Agreement, ENGINEER shall maintain the following minimum public liability and property damage insurance which shall protect ENGINEER, its subcontractors, its subconsultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement. ENGINEER shall provide a Certificate of Insurance verifying coverage:

- A. Worker's Compensation Insurance
- B. Comprehensive General Liability and Bodily Injury
- C. Comprehensive Automobile Liability
- D. Professional Liability

The Certificate of Insurance shall contain a provision that such insurance cannot be canceled or modified without thirty (30) days prior written notice to CITY.

XII. ARBITRATION

No arbitration arising out of or relating to this Agreement shall occur without both parties' written approval.

XIII. TERMINATION AND SUSPENSION

- A. CITY may terminate this Agreement at any time for convenience or for any cause by a notice in writing to ENGINEER. Either CITY or ENGINEER may terminate this Agreement in the event the other party fails to perform in accordance with the provisions of this Agreement. Upon receipt of such notice, ENGINEER shall immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, facilities, and materials, in connection with the performance of this Agreement and shall proceed to cancel promptly all existing contracts insofar as they are chargeable to this Agreement.
- B. If CITY terminates this Agreement under the foregoing Paragraph A, CITY shall pay ENGINEER a reasonable amount for services performed prior to such termination; the amount paid shall not exceed the amount appropriate for the percentage of work completed.

XIV. SUCCESSORS AND ASSIGNS

CITY and ENGINEER each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither CITY nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CITY.

XV. AUTHORIZATION, PROGRESS, AND COMPLETION

CITY and ENGINEER agree that the PROJECT is planned to be completed in accordance with the Exhibit B: "Project Schedule" which is attached hereto and made a part hereof. ENGINEER shall employ manpower and other resources and use professional skill and diligence to meet the schedule; however, ENGINEER shall not be responsible for schedule delays resulting from conditions beyond ENGINEER's control. With mutual agreement, CITY and ENGINEER may modify the Project Schedule during the course of the PROJECT and if such modifications affect ENGINEER's compensation, it shall be modified accordingly, subject to City Council approval.

For Additional Engineering Services, the authorization by CITY shall be in writing and shall include the definition of the services to be provided, the schedule for commencing and completing the services and the basis for compensation as agreed upon by CITY and ENGINEER.

XVI. SUBCONTRACTS

ENGINEER shall be entitled, only if approved by CITY, to subcontract a portion of the services to be performed by ENGINEER under this Agreement.

XVII. RIGHT TO AUDIT

ENGINEER agrees that CITY shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any directly pertinent books, design calculations, quantity take-offs, documents, papers and records of ENGINEER involving transactions relating to this Agreement. ENGINEER agrees that CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give ENGINEER reasonable advance notice of intended audits.

XVIII. EXHIBITS

Both parties agree to the following exhibits and as such, the following exhibits are made a part of this Agreement:

Exhibit "A"	Basic Engineering Services
Exhibit "B"	Project Schedule
Exhibit "C"	Special Engineering Services
Exhibit "D"	Additional Engineering Services
Exhibit "E"	CITY Provided Information/Services
Exhibit "F"	Professional Services Compensation Attachment "F-1" Professional Services Man-Hour Effort - Fees
Exhibit "G"	Conflict of Interest Questionnaire

XIX. MISCELLANEOUS

- A. Authorization to Proceed. Signing this Agreement shall be construed as authorization by CITY for ENGINEER to proceed with the work, unless otherwise provided for in the authorization.

B. Notices. Any notice or correspondence required under this Agreement shall be sent by certified mail, return receipt requested, or by personal delivery and shall be effective upon receipt, if addressed to the party receiving the notice or correspondence at the following address:

If to ENGINEER:

Baird, Hampton & Brown, Inc.
Attn: Shannon L. Nave PE, CFM
4550 SH 360, Suite 180
Grapevine, TX 76051

If to CITY:

City of Bedford
Attn: Thomas Hoover, PE
1813 Reliance Parkway
Bedford, TX 76021

C. Disclosure. By signature of this Agreement, ENGINEER warrants to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the PROJECT and business relationships with abutting property owners. ENGINEER further warrants that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this Agreement and prior to final payment under this Agreement.

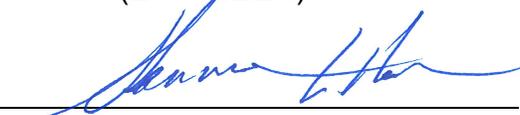
This Agreement is executed in two (2) counterparts.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement this the _____ day of _____, 20__.

CITY OF BEDFORD
(CITY)

BAIRD, HAMPTON & BROWN, INC.
(ENGINEER)

By: _____
Roger Gibson, City Manager

By: 
Shannon L. Nave, PE, CFM Principal

Date: _____

Date: 2015-08-25

Attest: _____
City Secretary

EXHIBIT A

BASIC ENGINEERING SERVICES FOR BROOKWOOD STREAM STUDY

Little Bear Tributary No. 4 from Cummings Drive to Check Sparger Rd is a modified channel in which portions have sustained substantial erosion. This channel is also known as the Brookwood Stream. The erosion is undermining slope protection, drainage outfall structures and potentially private property. Citizens have approached the CITY with concerns about erosion and property damage.

The first goal of this project is to document the current condition of the stream to include topography, erosion, stream flow discharges during the 1-, 10-, and 100-year storm event, channel velocities for those events, the limits of flooding and a preliminary wetlands determination. Once the current conditions are determined the second goal of the project is to determine what if any improvements need to be made, how to most efficiently make those improvements in regards to time, federal regulations and permitting, cost and aesthetics.

This project will determine the current stream condition, make recommendations on what improvements need to be made and where, offer alternatives, and provide an Engineer's Opinion of Probable Project Cost (EOPPC) for the alternatives offered.

SCOPE OF WORK

The Scope of Work for BASIC Engineering Services involves professional services for determining the existing stream condition of Little Bear Tributary No. 4 from Cummings Drive to Check Sparger Rd. This study will evaluate erosion and drainage and making recommendations on needed improvements and their potential cost.

I. Hydrologic and Hydraulic Models & Report

BHB will prepare existing condition hydrology and existing & proposed condition hydraulic models for Little Bear Tributary No. 4 from Cummings Drive to Check Sparger Rd in Bedford, TX as follows:

- a. The project area for this study shall be Little Bear Tributary No. 4 from Cummings Drive to Check Sparger Rd.
- b. BHB shall conduct a Kick-Off meeting with the CITY to obtain staff input and review available plans and CITY held information.

- c. BHB shall conduct a site visit to determine the current stream conditions including area of erosion and potential erosion.
- d. BHB will prepare an existing condition hydrologic models in the USACE HEC-HMS program for the 1-, 10-, and 100-year storm events to determine storm flows in the stream and if storm water detention is warranted.
- e. BHB will prepare an existing condition hydraulic floodplain computer model in the USACE HEC-RAS computer program, using data and information obtained under this contract in the study area outlined above. BHB will determine the location of the existing condition 100-year floodplain in respect to the project site.
- f. BHB will explore alternative erosion control methods such as:
 - i. A single line of gabion basket across the creek as a check structure.
 - ii. Grass lined channels
 - iii. Rock rip rap
 - iv. Stepped gabion baskets
 - v. Limited concrete channel lining
 - vi. Limited gabion mattress channel lining
 - vii. Retaining walls, etc...
- g. BHB will prepare up to two (2) proposed condition models stabilize the stream erosion while working with the USACE 404 regulations.
- h. BHB will prepare a draft report of the findings of this task describing the existing, I and existing and proposed hydraulic conditions. This report will outline the methods used and assumptions made by BHB. This report will include an Engineer's Opinion of Probable Project Cost (EOPPC) for the proposed conditions, and appropriate (as determined by BHB) tables, figures, exhibits, and models. BHB will provide three (3) draft copies of the report to the Client.
- i. BHB will address CITY comments and revise the draft report an appropriate and provide five (5) copies of the report to the CITY.
- j. This Task includes up to three (3) meetings with the CITY in addition to the Kick-Off meeting. A total of six (6) hours has been budgeted for this subtask.

EXHIBIT B
PROJECT SCHEDULE
FOR
BROOKWOOD STREAM STUDY

PROJECT SCHEDULE

A detailed Project Schedule, which includes surveying, preliminary wetlands determination, and engineering, has been prepared and enclosed herewith. The schedule has been prepared with assumptions as to the responsiveness of the franchise utility companies and the timeliness of city reviews. The schedule may be summarized as follows:

Survey & Preliminary Wetlands Determination	30 working days
Hydrologic & Hydraulic Models and Report	30 " "
Incorporate comments and final report.	<u>15 " "</u>
 Total Project Schedule	 75 working days from 09/21/2015 thru 1/04/2016

EXHIBIT C
SPECIAL ENGINEERING SERVICES
FOR
BROOKWOOD STREAM STUDY

The scope of work for SPECIAL Engineering Services involves providing the necessary Topographic Surveying for the engineering design and Preliminary Wetlands Determination of Little Bear Tributary No. 4. The scope of work for the Special Engineering Services is more specifically described as follows:

I. SURVEYING

A. Establish Survey Control

Establish survey control along the project stream as deemed necessary by BHB. These control points will be established based on and tied to established CITY horizontal and vertical control points. The horizontal control for the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from CITY monumentation, if available. Control points will be established using GPS and/or conventional surveying methods.

B. Surveying for Engineering Study and Design

Perform necessary surveying operations for the complete study of the project as outlined in this Scope of Services and prepare future stream modifications. Surveying shall include the following:

a. Locate Public ROW or easement and topographically survey visible surface features along approximately 3,700 LF of Little Bear Tributary No. 4 between property lines in the project area. Locate property corners sufficient to determine location of ROW or easement and any platted easements that are within or crossing the project limits.

b. Topographic survey will include:

1. CONCRETE FLAT WORK
2. CONCRETE CURB & GUTTER
3. PAVEMENT (STREET AND DRIVEWAY)
4. LEAD WALKS
5. MAIL BOXES
6. UTILITY POLES
7. SIGN POSTS
8. WATER VALVE BOX LIDS

9. MANHOLE LIDS & FLOWLINES
10. MANHOLE INVERTS
11. FIRE HYDRANTS
12. CURB INLET CORNERS
13. CURB INLET INVERTS
14. TREES (4-inches and larger)
15. FENCES / WALLS / DECKS
16. ALL MARKED UTILITIES

c. Record elevation data at visible break lines and at a minimum of every 50 feet.

C. Existing Underground and/or Overhead Utilities

Utility owner's will be contacted, on an as needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the limits of the PROJECT will be surveyed as noted above. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction.

II. PRELIMINARY WETLANDS DETERMINATION

BHB shall hire a sub-consultant, Jones and Ridenour, Inc. (J&R), to conduct a Preliminary Wetlands Determination (PWD) as follows:

A. WETLANDS FIELD INVESTIGATION

Proposed services initially consist of completing a PWD for the above-referenced 3,700 LF of Little Bear Tributary No. 4 Cummings Drive to Check Sparger Rd. Based on information and the exhibit provided and a cursory review of aerial photographs, it appears the stream has been modified over time.

The objectives of J&R's PWD will be to identify and classify areas within had adjoining the stream that appear to J&R to exhibit physical characteristics typical of jurisdictional wetlands. (Wetlands that are Waters of the United States) and/or jurisdictional Other Waters of the United States (e.g. certain streams, certain ponds). The PWD will be completed in general accordance with the methodologies described in the January, 1987 Corps of Engineers Wetlands Delineation Manual (Technical Report Y-87-1).

As such, the assessment will begin by conducting a review of readily available information (e.g. aerial photographs, USDA Soil Survey descriptions, USGS topographic map(s)). Thereafter, J&R Biologist(s) will visit the stream, searching for indicators of the presence or absence of hydrophytic (water-loving) vegetation, wetlands hydrology, and hydric soils. The on-site portion of the investigation will identify and document dominant plant species, hydrological characteristics (including a lack thereof), and soil properties typical of Wetland / Other Water of the United States environments. U.S. Army Corps of Engineers (USACE) Wetland Determination Data Forms (revised via the Great Plains Regional Supplement) will be completed for areas outside the stream / beyond fringe wetlands that are suspected to be potential jurisdictional wetlands. Areas found to satisfy the above-referenced criteria will be considered Wetlands that are Waters of the United States. In addition, other physical characteristics and apparent past and present land use practices that could determine the jurisdictional / non-jurisdictional nature of subject features will be observed and recorded.

Those on-site areas identified as Wetlands that are Waters of the United States and/or Other Waters of the United States will be delineated (flagged) in the field. Sketch maps and/or reconnaissance notes will be prepared to record locations of Wetlands that are Waters of the United States / Other Waters of the United States. As part of the Wetlands Delineation, J&R will coordinate with BHB's surveying team, and will subsequently advise BHB's preparation of an exhibit illustrating the locations and classifications of identified, potentially jurisdictional features.

B. FINAL REPORT

Project methodology, descriptions of on-site communities, and findings and relevant conclusions (including discussions on alternatives such as avoidance and qualification under what appear to be appropriate Nationwide Permit(s)) will be presented in a letter report. The report will not only present the above, but could (along with other, required information) potentially be used for the purpose of submitting a Section 404 Permit Application to the USACE to request approval to modify potentially jurisdictional area(s) or portion(s) thereof. Information provided in the Final Report could also be utilized for avoidance or minimization purposes.

C. WETLANDS CONSULTING AND WETLANDS PERMITTING

Upon completion of the PWD, J&R will consult with Baird, Hampton & Brown, providing insight to applicable Section 404 regulations and the Fort Worth District of the USACE's current policy of overseeing and enforcing aforementioned regulations. J&R will simultaneously, preliminarily evaluate what types of actions and permit(s) would likely be required prior to completing desired impacts to on-site, potentially jurisdictional areas. Working with Baird, Hampton & Brown, and the CITY, J&R will formulate what appears to all to be the best approach / process for securing USACE authorization to complete the project. J&R will review BHB's preliminary report and meet with BHB and the CITY to review WOUS concerns with the project, potential options to mitigate erosion and flooding and the associated permitting requirements for those options.

D. LIMITATIONS

It should be understood that only the USACE can make the final jurisdictional wetlands determination, including the type of permit, if any, that may be required prior to development of subject features. As such, J&R cannot guarantee that the USACE will accept all provisions of the permitting process without modification or revision.

J&R's Preliminary Wetlands Determination will be based on generally accepted practices of professionals undertaking similar projects at the same time, and in the same geographical area. J&R observes that same degree of care and skill generally exercised by professionals under similar circumstances and conditions.

J&R's observations, findings, and opinions must not be considered as scientific certainties, but solely as opinions based on our professional judgment concerning the significance of the limited data gathered during the course of the project. Further, the services herein shall in no way be construed, designed, or intended to be relied upon as legal interpretation or advice.

III. GEOTECHNICAL INVESTIGATION

BHB shall hire a sub-consultant, CMJ Engineering, Inc. (CMJ), to conduct a Geotechnical Investigation) as follows:

A. SUBSURFACE EXPLORATION

Experienced drillers and technicians will evaluate subsurface conditions with a total of five (5) sample borings. Three borings will be drilled to a depth of 20 feet below existing grades utilizing truck-mounted drilling equipment. The two remaining borings will be drilled to depths of 10 feet (as possible) with portable equipment for limited access areas of the channel.

The field personnel will drill the borings using either truck-mounted equipment or portable hand equipment. Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers and 2-inch diameter standard split-spoon samplers, respectively. In addition, rock encountered will be evaluated by use of Texas Department of Transportation (TXDOT) cone penetration tests. A soils logger will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

CMJ's personnel will stake the boring locations using normal taping procedures. Approximate locations of the borings will be shown on the plan of borings. At the completion of drilling operations, boreholes will be backfilled with drill cuttings and plugged at the surface by hand tamping.

B. LABORATORY SERVICES

Considering the planned facilities, anticipated soil conditions and geology, laboratory tests will be required for classification purposes, and to determine strength characteristics. The following types of tests are therefore recommended:

- moisture content and soil identification
- sieve and hydrometer grain size analysis
- percent passing the No. 200 sieve
- liquid and plastic limit determinations
- unconfined compression tests on soil
- unit weight determinations

The specific types and quantities of tests will be determined based on geologic conditions encountered in the borings.

C. ENGINEERING SERVICES

An engineering report will be prepared to present the results of the field and laboratory data together with our analyses of the results. We will provide two copies of the report and an electronic copy. The report will address:

- general soil and ground-water conditions
- results of grain size analysis, including D_{50} grain size
- general comments on soil conditions affecting erosion and scour
- earthwork recommendations

Items other than those specified above, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services, if required and requested, will be performed as Additional Services.

EXHIBIT D

**ADDITIONAL ENGINEERING SERVICES
FOR
BROOKWOOD STREAM STUDY**

- I. ADDITIONAL Engineering Services, not included in the scope of work, include those services that may result from significant changes in the general scope, extent or character of the PROJECT or its design including, but not limited to, changes in size, complexity, CITY's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

- II. ADDITIONAL Engineering Services not included in the scope of work, also include assistance to the CITY in connection with the preparation of design documents, bidding construction of proposed improvements, bid protests, rebidding or renegotiating contracts for construction, materials, equipment or service, or preparing to serve or serving as a consultant or witness for CITY in any litigation, arbitration or other legal proceeding involving the PROJECT.

- III. ADDITIONAL Engineering services in connection with the PROJECT and described above, and including services which are to be furnished by the CITY and services not otherwise provided for in this Agreement, will be provided at the following rates:

ENGINEERING & LANDSCAPE ARCHITECTURE			LAND SURVEYING SERVICES		
Engineering & Management, Principal	\$ 210.00	/hr	Land Surveying Services, Senior RPLS	\$ 140.00	/hr
Project Management	\$ 165.00	/hr	Land Surveying Services, RPLS	\$ 110.00	/hr
Engineering, Senior PE	\$ 150.00	/hr	CAD/Technical Survey Services, Senior Tech.	\$ 95.00	/hr
Landscape Architecture Services	\$ 110.00	/hr	CAD/Technical Survey Services	\$ 85.00	/hr
Engineering Services - PE	\$ 110.00	/hr	Land Surveying Research	\$ 85.00	/hr
Engineering Services - EIT	\$ 90.00	/hr	Field Surveying w/Robotics - 1 Person Crew	\$ 115.00	/hr
Design Services, Senior Designer	\$ 95.00	/hr	Field Surveying w/Robotics - 2 Person Crew	\$ 145.00	/hr
Design Services by Designer	\$ 85.00	/hr	Field Surveying w/GPS - 1 Person Crew	\$ 140.00	/hr
CAD/Drafting Services	\$ 65.00	/hr	Field Surveying w/GPS - 2 Person Crew	\$ 160.00	/hr
GIS Technical Services	\$ 60.00	/hr	Field Surveying w/GPS - 3 Person Crew	\$ 180.00	/hr
Clerical Services	\$ 55.00	/hr			

EXHIBIT E

CITY PROVIDED INFORMATION/SERVICES FOR BROOKWOOD STREAM STUDY

The CITY will provide the following services to the ENGINEER in the performance of the PROJECT upon request:

- I.** Provide any existing data the CITY has on file concerning the PROJECT, if available.
- II.** Provide any available As-Built plans for existing streets and drainage facilities, if available.
- III.** Provide any available As-Built plans for existing water and sanitary sewer mains, if available.
- IV.** Assist the ENGINEER, as necessary, in obtaining any required data and information from local utility companies.
- V.** Provide standard details, specifications, and contract documents in digital format.
- VI.** Assist the ENGINEER by requiring appropriate utility companies to expose underground utilities within the Right-Of-Way, if/when required.
- VII.** Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER's services.

EXHIBIT F
COMPENSATION
FOR
BROOKWOOD STREAM STUDY

I. COMPENSATION

For and in consideration of the services to be rendered by the ENGINEER, the CITY shall pay, and the ENGINEER shall receive, the compensation hereinafter set forth for the Study Phase of the work and additionally for Special Engineering Services and/or Additional Engineering Services. All remittances by CITY of such compensation shall either be mailed or delivered to the ENGINEER's office.

- A. Compensation for the Basic Engineering Services (Hydrologic and Hydraulic Models and Report) shall be a lump sum fee of \$9,500

Payment for the Basic Engineering Services shall be due in monthly installments in the proportion to that part of the services which have been accomplished. Final payment for services authorized in shall be due at the completion of these services.

- B. Compensation for Special Engineering Services not covered by the Basic Engineering Services provided herein above shall be as follows:

Design Surveys	Lump Sum Fee of \$15,480.00
Preliminary Wetlands Determination	Lump Sum Fee of \$ 6,050.00
Geotechnical Investigation	Lump Sum Fee of \$ 7,260.00

Direct Costs (Printing, Reproduction, etc.)
Copies: \$0.10/Page, Bond Prints: \$1.00/Sheet
Plots (Bond or Mylar): \$10.00/Each
Other Direct Costs: Costs time a multiplier of 1.10

- C. Compensation for Additional Engineering Services not covered by Basic Engineering Services or Special Engineering Services provided herein shall be as follows:

1. For all of ENGINEER's personnel time applied to the Additional Engineering Services and not itemized above, the following hourly rates shall be used:

ENGINEERING & LANDSCAPE ARCHITECTURE

Engineering & Management, Principal	\$ 210.00	/hr
Project Management	\$ 165.00	/hr
Engineering, Senior PE	\$ 150.00	/hr
Landscape Architecture Services	\$ 110.00	/hr
Engineering Services - PE	\$ 110.00	/hr
Engineering Services - EIT	\$ 90.00	/hr
Design Services, Senior Designer	\$ 95.00	/hr
Design Services by Designer	\$ 85.00	/hr
CAD/Drafting Services	\$ 65.00	/hr
GIS Technical Services	\$ 60.00	/hr
Clerical Services	\$ 55.00	/hr

LAND SURVEYING SERVICES

Land Surveying Services, Senior RPLS	\$ 140.00	/hr
Land Surveying Services, RPLS	\$ 110.00	/hr
CAD/Technical Survey Services, Senior Tech.	\$ 95.00	/hr
CAD/Technical Survey Services	\$ 85.00	/hr
Land Surveying Research	\$ 85.00	/hr
Field Surveying w/Robotics - 1 Person Crew	\$ 115.00	/hr
Field Surveying w/Robotics - 2 Person Crew	\$ 145.00	/hr
Field Surveying w/GPS - 1 Person Crew	\$ 140.00	/hr
Field Surveying w/GPS - 2 Person Crew	\$ 160.00	/hr
Field Surveying w/GPS - 3 Person Crew	\$ 180.00	/hr

2. For all direct non-labor and/or subcontract expense, including mileage, travel and living expenses at invoice or internal office cost times a multiplier of 1.10.

Payments to the ENGINEER for authorized Additional Engineering Services will be due monthly, upon presentation of monthly statement by the ENGINEER for such services.

II. PAYMENT

Payments to the ENGINEER will be made as follows:

A. Invoice and Time of Payment

Monthly invoices will be issued by the ENGINEER for all work performed under this Agreement, and shall be in proportion to the percent completion of the total work. Invoices will be prepared in a format approved by the CITY; and are due and payable on receipt.

Attachment "F-1"

PROFESSIONAL SERVICES FEES: Item / Task Description & Estimated Man-Hour Effort

Brookwood Stream Study
of Little Bear Tributary No. 4
from Cummings Drive to Check Sparger Rd

Hydrologic and Hydraulic Models and Report **\$ 9,500.00**

Item / Task	Proj. Manager	Grad. Engineer	Admin. Asst.	Land Surveyor RPLS	CAD/Technician	2 Man Field Crew	Total hours per task	Cost Per Item
Site Visit and Research	4	4					8	\$ 1,020.00
Meetings with City	8	8					16	\$ 2,040.00
Hydrology	4	16					20	\$ 2,100.00
Hydraulics	4	16					20	\$ 2,100.00
Report and EOPC	4	9	8				21	\$ 1,910.00
QA/QC	2						2	\$ 330.00
Total	26	53	8	0	0	0	87	\$ 9,500.00

Surveying Services **\$ 15,480.00**

Item / Task	Proj. Manager	Grad. Engineer	Admin. Asst.	Land Surveyor RPLS	CAD/Technician	2 Man Field Crew	Total hours per task	Cost Per Item
Research	2			4	12		18	\$ 1,790.00
Set Control Points	2			4	8	16	30	\$ 3,770.00
Topographic Survey	2			10	18	48	78	\$ 9,920.00
Total	6	0	0	18	38	64	126	\$ 15,480.00

GRAND TOTAL	32	53	8	18	38	64	213	\$ 24,980.00
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EXHIBIT G

**CONFLICT OF INTEREST QUESTIONNAIRE
FOR
BROOKWOOD STREAM STUDY**

[Conflict of Interest Questionnaire is on the following 2 pages.]

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.
SHANNON L. NAVE, PE, CFM

2 Check this box if you are filing an update to a previous filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NONE

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NONE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

YES NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

YES NO

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

YES NO

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

NONE

7



2015-08-25

Signature of person doing business with the governmental entity

Date

Adopted 01/13/2006



Council Agenda Background

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

DATE: 09/22/15

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with King Engineering Associates Inc. in the amount of \$28,000 for assistance with the Texas Water Development Board (TWDB) requirements for six water main improvement projects as related to the State Water Implementation Fund for Texas (SWIFT).

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On July 23, 2015, the SWIFT Funding Application, submitted by the City of Bedford in the amount of \$90,000,000 for water conservation improvement projects, was approved by the TWDB. King Engineering (King) is familiar with the funding requirements for TWDB projects. They have proposed to create a specification and bidding document containing special sections and details required by TWDB/SWIFT for typical water conservation projects.

In this professional services agreement, King would revise six individual water main projects for which engineering drawings have been created by other engineers.

The Scope of Services in this contract include the following:

1. Review current completed engineering drawings for the six projects and provide comments.
2. Meet with the engineering staff of the TWDB to establish their requirements for special sections and special details under the new SWIFT loan program.
3. Provide specifications and bidding documents containing the requirements, forms, and details required by SWIFT.
4. Provided two complete sets of final bidding documents for submissions to the TWDB for approval.
5. Work with the TWDB to resolve any comments provided by the TWDB.
6. Prepare the bidding documents for issuance to the public and assist in the receiving of the bids by Contractors.
7. Assist in the development of post bid paperwork required by TWDB.
8. Submit, on behalf of the City, post bid paperwork and monitor the review process.
9. City would work directly with TWDB regarding inspections, construction administration services, bid support, evaluation of contractor, RFI's, shop drawings, punch list items and record drawing.
10. Develop and submit project closeout paperwork required by TWDB at the conclusion of construction.

The fees for these services are \$8,000 for the first project, and \$4,000 each for the remaining five projects for a total of \$28,000. Staff recommends approval of the contract with King Engineering Inc. for the development of the SWIFT program to replace aging water lines to prevent water loss due to leaks from aging water lines. Funding will come from FY 2015-16 Contractual Services Budget.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with King Engineering Associates Inc. in the amount of \$28,000 for assistance with the Texas Water Development Board (TWDB) requirements for six water main improvement projects as related to the State Water Implementation Fund for Texas (SWIFT).

FISCAL IMPACT:

FY-2015-16 Engineering Contractual Services Budget:	\$36,100
Contract Amount:	\$28,000
Difference:	\$8,100

ATTACHMENTS:

Resolution
King Engineering Contract

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACT WITH KING ENGINEERING ASSOCIATES INC. IN THE AMOUNT OF \$28,000 FOR ASSISTANCE WITH THE TEXAS WATER DEVELOPMENT BOARD (TWDB) REQUIREMENTS FOR SIX WATER MAIN IMPROVEMENT PROJECTS AS RELATED TO THE STATE WATER IMPLEMENTATION FUND FOR TEXAS (SWIFT).

WHEREAS, the City Council of Bedford, Texas has determined that a contract with King Engineering Associates Inc. will help protect the vitality of neighborhoods by implementing six water main improvement projects that would help in the conservation of water.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a contract with King Engineering Associates Inc. in the amount of \$28,000 six individual water projects that meet the requirements of the TWDB for SWIFT funding.

PRESENTED AND PASSED this 22nd day of September 2015, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



SERVICES

Civil Engineering
Transportation Planning & Engineering
Environmental Engineering
Land Planning
Ecological Services
Surveying & Mapping
Construction Management
GIS Mapping
Landscape Architecture #LC26000183

OFFICE LOCATIONS

FLORIDA

Jacksonville
Sarasota
Tampa

TEXAS

Austin

June 29, 2015

Mr. Thomas Hoover P.E.
Director of Public Works
City of Bedford
2000 Forest Ridge Drive
Bedford, Texas, 76021

RE: City of Bedford-Assistance with TWDB Requirements for Six Water Main Improvement Projects

Dear Mr. Hoover,

The City of Bedford has six individual water main improvement projects for which the engineering drawings have been completed by other Engineers. The specification and bidding documents have not yet been prepared. Given that the City of Bedford is very likely to close on their SWIFT Loan from the Texas Water Development Board before the end of the year, the City would like to expeditiously initiate the procurement process for these six projects to satisfy the "readiness to proceed" criteria from TWDB.

The City would like King Engineering to assist the City and the Engineer of Record in the development of the specifications and bidding documents, recognizing that the current Engineer of Record will maintain overall responsibility for the project, and will affix his engineering seal on both the drawings and bid documents and specifications.

Our proposed Scope of Services consists of:

1. King will review the current completed engineering drawings for each of the six projects and provide comments.
2. King will meet with the engineering staff of the Texas Water Development Board to establish their requirements for special sections and special details under the new SWIFT loan program. Given this is a brand new program, it will be important to avoid delays, to carefully coordinate with TWDB to make sure their special requirements are included.
3. King will provide to the City and the Engineer of Record a template book containing the special sections and details required by SWIFT and general specifications for a typical water main project derived from City of Bedford Standard Specifications. The Engineer of Record will review this document, accept it, and add any necessary special specifications and bid form along with quantities, along with permits and easements.

1250 Capital of Texas Highway South
Building 3, Suite 400
Austin, TX 78746
Phone 512 • 462 • 4921
Fax 512 • 462 • 1372

4. Once incorporated into final bidding documents and said documents are sealed by the Engineer of Record, King will be provided two complete sets for submission to TWDB.
5. King will work with the Engineer of Record, the City and TWDB to resolve comments generated by TWDB, with the expectation to receive an approval letter from TWDB in an expeditious manner.
6. King will assist the City in developing post bid paperwork required by the TWDB from both the successful low bidder and the City itself.
7. King will submit on behalf of the City this post bid paperwork and monitor the review process.
8. City will work directly with TWDB regarding periodic inspections for the construction project. Further the Engineer of Record will perform his traditional construction administration services including bid support, evaluation of contractor, RFI's, shop drawings and punch list and record drawing services. Further it is assumed that no environmental document will be required by TWDB.
9. King will assist City in developing project closeout paperwork required by TWDB at the conclusion of construction, and submitting it to TWDB.

Fee-\$8,000 for first project, \$4,000 for each of the remaining five projects. Total for all six projects = \$28,000.

Very truly yours,



William B. Moriarty P.E,
Vice President

WBM/adl

Accepted _____

Date _____

City of Bedford



Council Agenda Background

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

DATE: 09/22/15

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

ITEM:

Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement between City of Hurst, City of Fort Worth, and the City of Bedford for flood protection planning grant assistance filed with the Texas Water Development Board by the City of Hurst.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City of Hurst has applied and been approved for grant funding from the Texas Water Development Board (TWDB) to help offset the cost of the study and is committed to providing appropriate matched funds and in-kind services. The City of Hurst requested that the City of Bedford participate in the study financially in the amount of \$2,000. No additional financial commitment is required of the City of Bedford. This request was approved by City Council at their regular meeting on January 13, 2015.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an Interlocal Agreement between City of Hurst, City of Fort Worth, and the City of Bedford for flood protection planning grant assistance filed with the Texas Water Development Board by the City of Hurst.

FISCAL IMPACT:

Stormwater Contract Labor Fund: \$2,000

ATTACHMENTS:

Resolution
Interlocal Agreement

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN CITY OF HURST, CITY OF FORT WORTH, AND THE CITY OF BEDFORD FOR FLOOD PROTECTION PLANNING GRANT ASSISTANCE FILED WITH THE TEXAS WATER DEVELOPMENT BOARD BY THE CITY OF HURST.

WHEREAS, the City Council of Bedford, Texas has determined the necessity of supporting the City of Hurst in its Study of the Valley View Branch watershed, for the health and safety of its citizens; and,

WHEREAS, the City of Bedford and City of Hurst are currently participating in the National Flood Insurance Program, making flood insurance available for all insurable structures in their respective areas; and,

WHEREAS, the City of Bedford, in conjunction with the City of Fort Worth, recognizes the City of Hurst, Texas, in its desires to develop a Flood Protection Planning Study for the Valley View Branch watershed that will ensure that future planning does not duplicate existing projects; and,

WHEREAS, the City of Hurst, Texas has notified the City of Bedford of its approved application for Texas Water Development Board grant funds to offset the cost of the study and will appropriate matching funds and in-kind services with the financing of the Study; and,

WHEREAS, the City of Bedford will participate in the study financially in the proportional amount of \$2,000 and by providing staff and other in-kind resources; and,

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

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

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

SECTION 2. That the City Council hereby authorizes the City Manager to enter into an Interlocal Agreement between City of Hurst, City of Fort Worth, and the City of Bedford for flood protection planning grant assistance filed with the Texas Water Development Board by the City of Hurst.

SECTION 3. That funding in the amount of \$2,000 will come from the Stormwater Contract Labor Fund.

PRESENTED AND PASSED this 22nd day of September 2015 by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

RESOLUTION NO. 15-

APPROVED AS TO FORM:

Stan Lowry City Attorney

INTERLOCAL AGREEMENT BETWEEN CITY OF HURST, CITY OF FORT WORTH, AND THE CITY OF BEDFORD, TEXAS

THIS AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act, TEX GOV'T CODE ANN., Ch. 791, by and among **CITY OF HURST**, a body corporate and politic under the laws of the State of Texas, **CITY OF FORT WORTH**, a body corporate and politic under the laws of the State of Texas and the **CITY OF BEDFORD**, a body corporate and politic under the laws of the State of Texas.

WITNESSETH:

WHEREAS, City of Hurst ("Hurst") has applied to the Texas Water Development Board for a grant that will provide funding for a Watershed Study of the Valley View Branch Watershed ("Project") within the City of Hurst, City of Fort Worth ("Fort Worth"), and the City of Bedford ("Bedford"); and

WHEREAS, each respective governing body finds it is mutually beneficial to, respectively, the City of Hurst, the City of Fort Worth, and the City of Bedford to participate in the Project and the parties are willing to commit to participating in the Project, as set out herein, provided the grant is awarded; and

WHEREAS, each governing body, in performing governmental functions or in funding the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, subject to award of the grant, Hurst, Fort Worth, and Bedford desire to proceed with the Project, subject to the terms and conditions set forth herein; and

WHEREAS, the parties understand that entering into this Agreement in no way obligates any of the parties to implement any improvements identified by the Project or recommendations for flood plain management regulations made therein and that whether a party subsequently supports improvements identified by the Project or regulation recommendations made therein and prepares budgets for implementation depends upon, among other things, the outcome and conclusions of the Project, whether any improvement identified or regulation recommendation is within the legal authority of the party, and the particular budget priorities and limitations of the parties.

NOW, THEREFORE, for and in consideration of these recitals and the mutual covenants, agreements, and benefits to the parties herein named, the parties agree as follows:

Section 1. MANAGEMENT COMMITTEE; ADMINISTRATION OF STUDY.

- A. Fort Worth and Bedford understand that it shall designate, within sixty (60) days after the execution of this Agreement, one representative who shall work with Hurst to provide oversight for the preparation of the

Project parameters, who shall be a member of the Project Management Committee (“Committee”). The Committee will approve the study schedule, scope and work products as shown in Attachment A, beginning approximately October 1, 2015 and completing all tasks by November 1, 2016, with final report due to the TWDB by January 1, 2017. Recommendations of the Committee must be unanimous and shall be implemented by Hurst through its contract with consultant(s), to the extent that funding for the Project is available.

- B. Hurst shall serve as the lead sponsor for the purpose of this Agreement in which capacity it shall perform all administrative duties associated with Project including, but not limited to, entering into contract(s) with consultants(s) and contract administration necessary for the Project. Hurst shall thereafter provide a copy of the Notice to Proceed to Fort Worth and Bedford.

Section 2. FISCAL PROVISIONS. Hurst anticipates a grant from the Texas Water Development Board of \$61,500 that will pay 50% of the cost of the Project. This grant was awarded by the Texas Water Development Board at their regularly scheduled meeting on July 2, 2015. Any data, studies or information existing prior to that time shall be considered existing information and cannot be counted as payment or in-kind services, however, improvements or enhancements to such information or studies may be counted as in-kind services. The local 50% share of costs will be allocated among Hurst and Fort Worth based on the proportion of stream channel length in each city:

Fort Worth shall provide payment to Hurst in the amount of \$9,000 on or before January 10, 2016.

Bedford shall provide payment to Hurst in the amount of \$2,000 on or before January 10, 2016.

Hurst shall provide funding of \$50,500.00, half of which is to be made available on or before January 10, 2016 and half of which is to be made available on or before January 10, 2017.

Nothing in this agreement should be construed as creating any obligation on the part of the parties to compile new data, studies, or information that did not exist on the effective date of the agreement.

No debt is created by this Agreement. Hurst, Fort Worth, and Bedford each hereby warrant that all payments, contributions, fees and disbursements, if any, required under this Agreement shall be made from then-current revenues.

Each entity agrees to make its best efforts to include funds in future budgets to fulfill its obligations under this Agreement.

Section 3. TERM OF AGREEMENT. This Agreement shall become effective when executed by all parties hereto and shall remain in effect until completed, or until December 31, 2017, unless earlier terminated as provided herein.

Section 4. NOTICES. All notices or communications provided herein shall be delivered by certified mail, return receipt requested to Hurst, Fort Worth, and Bedford at their respective addresses. For the purposes of notice, the addresses of the parties, until changed by written notice, as provided above, shall be as follows:

City of Hurst
1505 Precinct Line Road
Hurst, Texas 76054
Greg Dickens, City Engineer

City of Fort Worth
1000 Throckmorton Street
Fort Worth, Texas 76102
Clair Davis, Floodplain Administrator

City of Bedford
1813 Reliance Parkway
Bedford, Texas 76021
Thomas Hoover, Director of Public Works

Section 5. FUNDING. It is expressly understood and agreed between the parties, such understanding and agreement being of the absolute essence to the Agreement, that the total maximum sum Hurst will contribute for completion of the Project is the amount of \$50,500.00. When Hurst has expended such sum to meet its obligations hereunder, Hurst shall have no further obligation of duty under the terms of this Agreement, notwithstanding any word, statement, or thing contained in or inferred from the provisions hereof, which might in any light by any person be construed to the contrary. Hurst commits to provide detailed information along the Valley View Branch Watershed and designated tributaries in Hurst, Fort Worth, and Bedford; however, Hurst will develop information sufficient to determine the impacts of any projects planned as deemed necessary by the Committee.

It is expressly understood and agreed between the parties that Fort Worth and Bedford shall have no obligation to contribute its share unless the grant funds are awarded to Hurst. Hurst shall notify Fort Worth and Bedford in writing within 30 days of learning whether or not Hurst will be awarded the grant funds.

Participation by the parties in the Project shall in no way commit a party to financial participation in implementation of any solution to problems which may be identified by the Project, or the adoption of flood plain management regulations which may be recommended in the Project.

It is expressly understood and agreed between the parties that once the parties have provided payment and/or in-kind services, they shall have fully met their obligations hereunder, and shall have no further obligations, financial or otherwise, under the terms of this Agreement.

Section 6. TERMINATION. This Agreement may be terminated by either party by thirty (30) days advance written notice to the other party to this Agreement. In the event of termination under this provision, the parties shall have no further obligation to the other for any respective contribution at the time of termination.

Section 7. IMMUNITY. It is expressly understood and agreed that in the execution of this Agreement, no party waives nor shall be deemed to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Section 8. NOT A JOINT ENTERPRISE. This Agreement is not intended to and shall not create a joint enterprise among any party hereto. The parties hereto are undertaking governmental functions or services under this Agreement and the purpose hereof is solely for the public good, rather than any pecuniary purpose. A party undertaking work under this Agreement shall have a superior right to control the direction and management of such work, except as may otherwise expressly be provided herein.

Section 9. MISCELLANEOUS.

- A. No party hereto shall make, in whole or in part, any assignment of this Agreement without the advance written consent of the other parties.
- B. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.
- C. This Agreement may only be amended by written instrument duly executed on behalf of each party subject to this Agreement.
- D. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties' action under authority of their respective governing bodies have caused this Agreement to be duly executed in multiple counterparts.

CITY OF HURST, TEXAS

Allan Weegar, City Manager

Date: _____

Recommended by:

Ron Haynes, P.E. , Executive Director of Public Works

Attest:

Rita Frick, City Secretary

Approved as to Form and Legality:

John Boyle, City Attorney

CITY OF BEDFORD, TEXAS

Roger Gibson, City Manager

Date: _____

Recommended by:

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

Attest:

Michael Wells, City Secretary

Approved as to Form and Legality:

Stan Lowry, City Attorney

CITY OF FORT WORTH, TEXAS

City Manager

Date: _____

Recommended by:

Douglas Wiersig, P.E.
Director Transportation and Public Works Department

Attest:

Mary J. Kayser, City Secretary

Approved as to Form and Legality:

Douglas W. Black, Assistant City Attorney



Council Agenda Background

PRESENTER: Amanda Jacobs, Assistant City Secretary

DATE: 09/22/15

Council Mission Area: Encourage citizen involvement.

ITEM:

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

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The Council interviewed 13 applicants for Bedford's Citizen Boards and Commissions on September 15, 2015. Additionally, there were several incumbents who reapplied for their current Board or Commission seat or a seat on another Board or Commission as indicated in the list provided to Council during the interviews.

Following the interviews, Council discussed and tentatively made appointments to Boards and Commissions for the 2016 calendar year. Attached is the updated Board Opening Form that indicates Council's tentative appointments. Please note on the form that blue indicates applicants appointed for another term in their current position and green indicates brand new appointments.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution appointing members to Bedford's Citizen Boards and Commissions.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Updated Board Opening Form
Applications