

# AGENDA

Regular Meeting of the Bedford City Council  
Tuesday, October 25, 2016  
Bedford City Hall Building A  
2000 Forest Ridge Drive  
Bedford, Texas 76021

Council Chamber Work Session 5:30 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.
- Report on recent Library Advisory Board activities.
- Report on recent Tourism/Special Events activities.

## EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Bedford Commons.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1 Mobil Addition-Bedford.
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Harwood/Central Shopping Center Addition Block 1 Lot 1.

## REGULAR SESSION

### CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Dr. Jerry Chism, Martin United Methodist Church)

### 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. Consider a resolution authorizing the Beautification Commission to recognize Arbors on Forest Ridge, Davis Family Dental Care and Pappadeaux Seafood Kitchen for maintaining, improving, and/or keeping their property visually attractive to the community.
3. Proclamation recognizing November 6-12, 2016 as National Animal Shelter Appreciation Week in the City of Bedford.

#### **APPROVAL OF THE MINUTES**

4. Consider approval of the following City Council minutes:
  - a) October 11, 2016 regular meeting

#### **NEW BUSINESS**

5. 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.
6. Consider a resolution authorizing the City Manager to purchase 23 replacement electronic ticket writers with related hardware and software in the amount of \$65,852 through Brazos Technology, a subsidiary of Tyler Technologies.
7. Consider a resolution, contingent upon the approval of the Attorney of the City of Bedford, authorizing the City Manager to enter into a four-year Finance Contract/Lease-to-Purchase Agreement with Government Capital Corporation for the purpose of financing seven 2017 replacement patrol vehicles resulting in an annual payment of \$77,916.34. The vehicles will be obtained from Sam Pack's Five Star Ford utilizing Texas Smartbuy Contract – State of Texas 071-072-AT 2014.
8. Consider a resolution, contingent upon the approval of the Attorney of the City of Bedford, authorizing the City Manager to enter into a four-year Finance Contract/Lease-to-Purchase Agreement with Government Capital Corporation for the purpose of financing ten replacement radars resulting in an annual payment of \$5,875.05. The radars will be obtained from Stalker Radar utilizing Contract No. EF04-15 through the Houston-Galveston Area Council.
9. Consider a resolution authorizing the City Manager to reject the bids for the Bedford Court East (Brown Trail to Dora Street) Paving Improvement Project.
10. Consider a resolution authorizing the City Manager to approve the replacement of three traffic signal poles in the amount of \$26,780 through Durable Specialties, Inc.
11. Consider a resolution authorizing the City Manager to purchase replacement motorized fitness equipment for all three Fire Stations through Fit Supply, LLC, in the amount of \$33,717.30, utilizing the State of Texas BuyBoard Purchasing Program.
12. Consider a resolution authorizing the Mayor to approve and sign the resolution for an Inter-jurisdictional Emergency Management Program with Tarrant County for the provision of emergency management and disaster relief planning and coordination.
13. Consider a resolution authorizing the City Manager to enter into a contract with BuyBoard Cooperative Purchasing Network for the purchase of one replacement ambulance, being a 2016 Ford F550 Type I Modular Ambulance, in the amount of \$238,800.
14. 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

## 15. Council member Reports

## 16. City Manager/Staff Reports

### **EXECUTIVE SESSION**

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Bedford Commons.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1 Mobil Addition-Bedford.
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Harwood/Central Shopping Center Addition Block 1 Lot 1.

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

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

### **ADJOURNMENT**

#### **CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, October 21, 2016 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

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**Michael Wells, City Secretary**

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**Date Notice Removed**

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



# Council Agenda Background

**PRESENTER:** Debbie Allbach, Chairperson

**DATE:** 10/25/16

**Work Session**

**ITEM:**

Report on recent Library Advisory Board activities.

City Manager Review: \_\_\_\_\_

**DISCUSSION:**

The presentation will encompass an up-to-date overview of recent activities of the Library Advisory Board.

**ATTACHMENTS:**

PowerPoint



# FY 2016 Annual Report

Library Advisory Board

# Library Value

- ▶ Return on Investment is \$4.68
- ▶ Cost of the Library per Citizen/Day .08¢

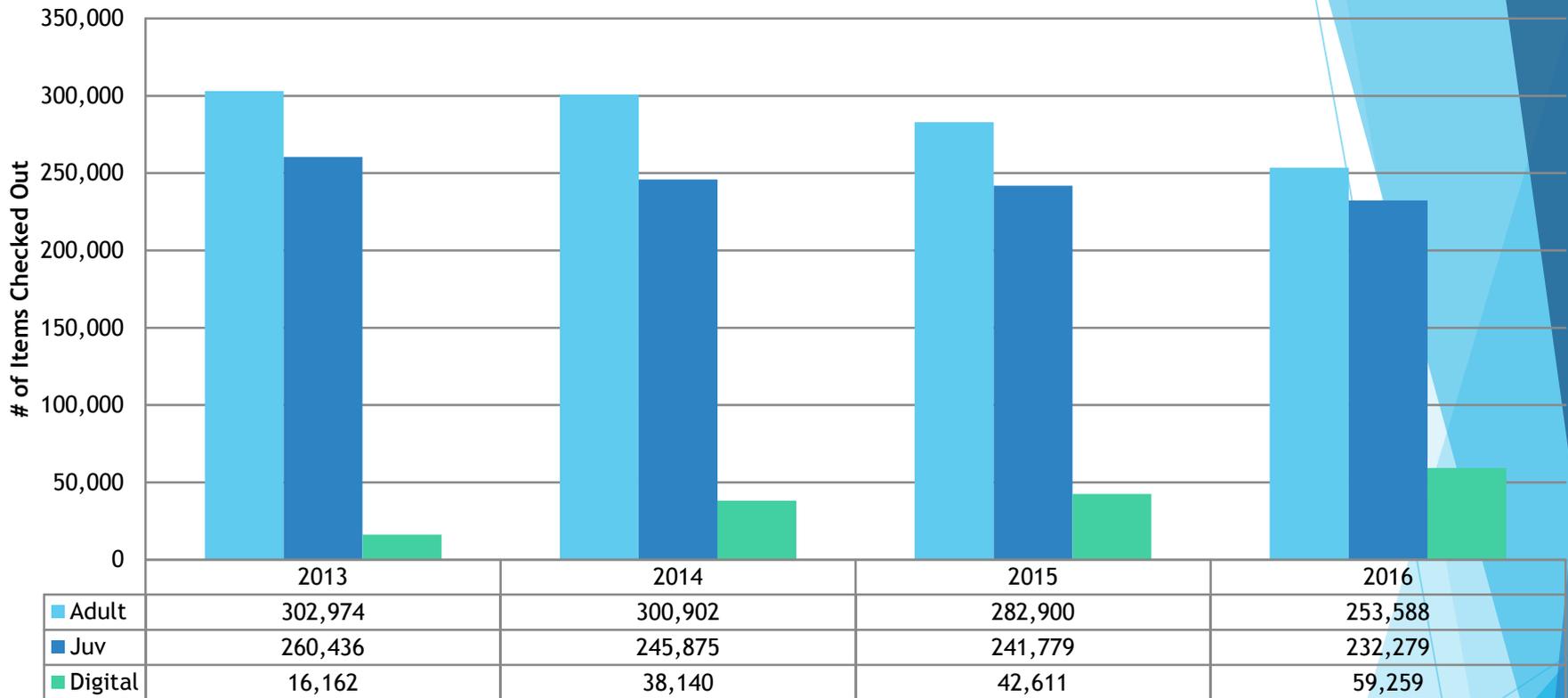


# Activity Overview

- ▶ Checked Out 545,126 Items
- ▶ Answered 71,795 Questions
- ▶ Issued 4,235 New Library Cards
- ▶ Presented 1,097 Programs to 33,981 people
- ▶ Increased Collection Size by 30% to 149,071 Items

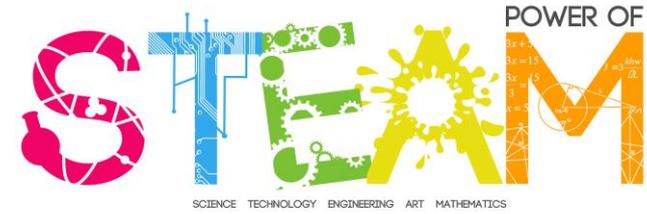


# Digital vs. Physical Materials Circulation

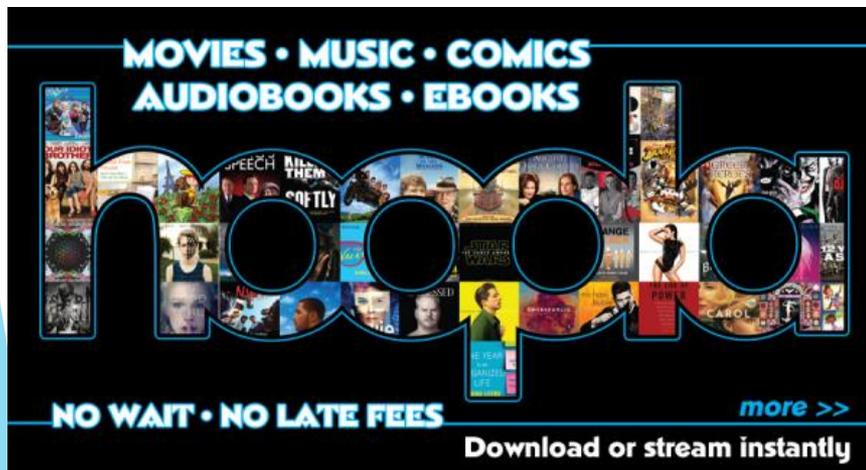


Format	Percent Change 2013-2016
Digital Collection	266%
Adult Materials	-16%
Juvenile Materials	-10%

# New Programs & Services

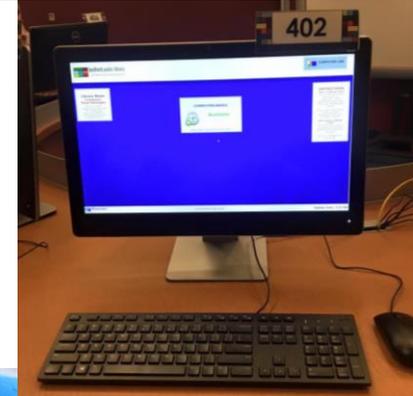


- ▶ Hoopla
- ▶ Smart Table
- ▶ Charging Station
- ▶ STEAM Programming



# 2016 Projects

- ▶ Children's Area Renovation
- ▶ HEB Reads
- ▶ New Public Computers
- ▶ Migrated to New Integrated Library System



# 2017 Projects

- ▶ Koha Implementation
- ▶ I.D.E.A.S. LAB Grant
- ▶ Reel Readers Grant

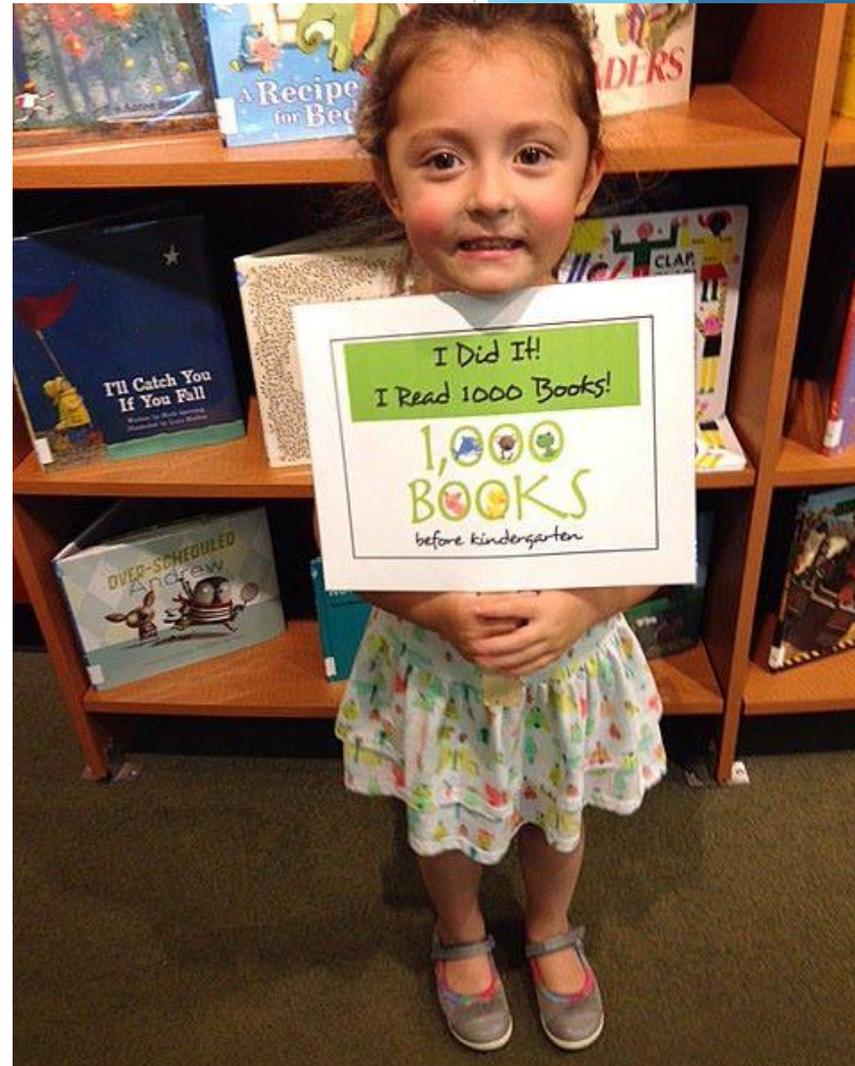


Reel  
Readers



# Highlights

- ▶ 8,832 Volunteer Hours (Equals 4 FTE)
- ▶ \$33,000 in Competitive Grant Money
- ▶ \$28,550 in Donations
- ▶ Recognized at State and National Level for Innovation & Efficiency
- ▶ Presented 2015 Excellence in Libraries Award



# Questions?





# Council Agenda Background

**PRESENTER:** Wendy Hartnett, Special Events Manager

**DATE:** 10/25/16

**Work Session**

**ITEM:**

Report on recent Tourism/Special Events activities.

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

The presentation will encompass an up-to-date overview of recent activities of the Tourism/Special Events Department.

**ATTACHMENTS:**

N/A



# Council Agenda Background

**PRESENTER:** Bobby Sewell, Deputy Chief

**DATE:** 10/25/16

**Council Recognition**

**ITEM:**

**Employee Service Recognition**

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

**The following employee has completed a service period and is eligible for recognition:**

**Greg Qualls    Fire Department        20 years**

**ATTACHMENTS:**

**N/A**



# Council Agenda Background

<b>PRESENTER:</b> Bonnie Cooper, Beautification Commission Member Don Henderson, Parks Superintendent		<b>DATE:</b> 10/25/16								
<b>Council Mission Area:</b> Foster economic growth.										
<b>ITEM:</b>  Consider a resolution authorizing the Beautification Commission to recognize Arbors on Forest Ridge, Davis Family Dental Care and Pappadeaux Seafood Kitchen for maintaining, improving, and/or keeping their property visually attractive to the community.  <b>City Attorney Review:</b> N/A  <b>City Manager Review:</b> _____										
<b>DISCUSSION:</b>  The Beautification Commission recommends the recognition of Bedford establishments for their contribution to the beautification of Bedford through keeping their property maintained with the highest of standards. The City appreciates the visual appeal and well-maintained landscape of these properties.  <table><thead><tr><th>Property/Establishment</th><th>Category</th></tr></thead><tbody><tr><td>Arbors on Forest Ridge Drive 2200 Forest Ridge Dr. Bedford, Texas 76021</td><td>Overall Appearance</td></tr><tr><td>Davis Family Dental Care 2213 Harwood Rd. Bedford, Texas 76021</td><td>Best Improved</td></tr><tr><td>Pappadeaux Seafood Kitchen 2121 Airport Fwy. Bedford, Texas 76021</td><td>Superior Landscaping</td></tr></tbody></table> The awards are scheduled to be presented at 10:00 a.m. to Pappadeaux Seafood Kitchen, 10:30 a.m. to Arbors on Forest Ridge and 11:00 a.m. to Davis Family Dental Care on Saturday, November 12, 2016.			Property/Establishment	Category	Arbors on Forest Ridge Drive 2200 Forest Ridge Dr. Bedford, Texas 76021	Overall Appearance	Davis Family Dental Care 2213 Harwood Rd. Bedford, Texas 76021	Best Improved	Pappadeaux Seafood Kitchen 2121 Airport Fwy. Bedford, Texas 76021	Superior Landscaping
Property/Establishment	Category									
Arbors on Forest Ridge Drive 2200 Forest Ridge Dr. Bedford, Texas 76021	Overall Appearance									
Davis Family Dental Care 2213 Harwood Rd. Bedford, Texas 76021	Best Improved									
Pappadeaux Seafood Kitchen 2121 Airport Fwy. Bedford, Texas 76021	Superior Landscaping									
<b>RECOMMENDATION:</b>  Staff recommends the following motion:  Approval of a resolution authorizing the Beautification Commission to recognize The Arbors on Forest Ridge, Davis Family Dental Care and Pappadeaux Seafood Kitchen for maintaining, improving, and/or keeping their property visually attractive to the community.										
<b>FISCAL IMPACT:</b>  N/A	<b>ATTACHMENTS:</b>  Resolution									

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE BEAUTIFICATION COMMISSION TO RECOGNIZE ARBORS OF FOREST RIDGE DRIVE, DAVIS FAMILY DENTAL CARE AND PAPPADÉAUX SEAFOOD KITCHEN FOR MAINTAINING, IMPROVING, AND/OR KEEPING THEIR PROPERTY VISUALLY ATTRACTIVE TO THE COMMUNITY.

WHEREAS, the Bedford Beautification Commission has nominated Arbors of Forest Ridge Drive, Davis Family Dental Care and Pappadeaux Seafood Kitchen for the Business Recognition Award based on observations, discussions and comments of the Commission members; and,

WHEREAS, a Certificate of Recognition will be signed by the Mayor, the Community Services Department, and the Bedford Beautification Commission Chairperson; and,

WHEREAS, the award is scheduled to be presented at 10:00 a.m. to Pappadeaux Seafood Kitchen, 10:30 a.m. Arbors of Forest Ridge Drive and 11:00 a.m. to Davis Family Dental Care on Saturday, November 12, 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 does hereby authorize the Bedford Beautification Commission to award Arbors of Forest Ridge Drive for Overall Appearance, Davis Family Dental Care for Best Improved and Pappadeaux Seafood Kitchen for Superior Landscaping all being visually attractive to the community.

PRESENTED AND PASSED on this 25th day of October 2016, 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

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**PRESENTER:** Jim Griffin, Mayor

**DATE:** 10/25/16

**Council Recognition**

**ITEM:**

**Proclamation recognizing November 6-12, 2016 as National Animal Shelter Appreciation Week in the City of Bedford.**

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

Since 1996, the first week in November has been deemed National Animal Shelter Appreciation Week. The campaign was launched by the Humane Society of the United States and based on an idea from the Capital Humane Society in Lincoln, Nebraska. The campaign was designed to acknowledge and promote the invaluable role shelters and other animal welfare organizations play in their communities. Besides a community role, the campaign is also intended to increase public awareness of animal welfare issues and shelter services.

Police Chief Jeff Gibson and Animal Control Supervisor Mark Bellinghausen will be accepting this proclamation.

**ATTACHMENTS:**

**Proclamation**



CITY OF  
**BEDFORD**

# Proclamation

*WHEREAS, animal shelters act as safe havens for homeless, lost and abused animals, providing them with comfort and care; and*

*WHEREAS, a significant portion of pets and pet owners need the help of animal shelters every year; and*

*WHEREAS, animal shelters help both animals and people in many ways: by returning lost pets to their owners, enforcing animal control laws, rescuing injured/abused animals, educating the public, and matching up families with new animal companions; and*

*WHEREAS, animal shelter employees, like public safety responders, must respond to the needs of the community, keeping animals and humans safe from harm; and*

*WHEREAS, animal shelters make communities better places to live.*

*NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim November 6-12, 2016 as:*

## **National Animal Shelter Appreciation Week**

*in the City of Bedford and call upon all citizens to recommit to the animals in our community with responsible pet ownership and support of local efforts to help homeless animals.*

*In witness whereof, I have hereunto set my hand and  
caused the seal of the City of Bedford to be affixed this  
25th day of October, 2016.*

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JIM GRIFFIN, MAYOR





# Council Agenda Background

**PRESENTER:** Michael Wells, City Secretary

**DATE:** 10/25/16

**Minutes**

**ITEM:**

Consider approval of the following City Council minutes:

- a) October 11, 2016 regular meeting

City Manager Review: \_\_\_\_\_

**DISCUSSION:**

N/A

**ATTACHMENTS:**

October 11, 2016 regular meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

**The City Council of the City of Bedford, Texas, met in Work Session at 5:30 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 11th day of October, 2016 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
Jeff Gibson	Police Chief
Meg Jakubik	Strategic Services Manager
Jill McAdams	Human Resources Director
Kenny Overstreet	Public Works Director

### **COUNCIL CHAMBER WORK SESSION**

Mayor Griffin called the Work Session to order at 5:52 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: 4, 5, 6, 8, 9, 10, 11 and 12.

Strategic Services Manager Meg Jakubik presented information regarding Item #5, which is the Fee Ordinance that is brought to Council every year for general cleanup. Further, City departments reviewed their fees to ensure they are in line with their practices and costs. A majority of changes in the proposed ordinance are housekeeping items but a registration fee has been added for credit access businesses and the fee for Commercial Complex Sale or Lease Free-Standing signs has been removed, as requested by Council when the Sign Ordinance was amended.

Police Chief Jeff Gibson presented information regarding Item #6, which is to remove the City Council from hearing the appeal on the abatement of vehicles and moving it down to the Municipal Court for the Municipal Judge to hear the appeal process.

Human Resources Director Jill McAdams presented information regarding Item #8, which is to enter into an interlocal agreement with the cities of Colleyville and Watauga for cooperative purchasing of broker and insurance consultant services. In 2013, the City issued a Request for Proposal for insurance broker services and a commitment was made go out to bid for these services periodically, which best practices show should be done every three years. The current broker does a good job with bidding out health insurance, but tends to not be as productive in long range planning, and with the Affordable Care Act, so

much occurs where staff needs guidance and professional services. She discussed economies of scale through combining the resources of the three cities. This process could further lay the foundation to begin working on cooperative purchasing for group health insurance and other employee insurance benefits, which is currently done by some cities in the Houston area. In that case, the important factor and common denominator is having the same broker to help facilitate and guide that process. In answer to questions from Council, Ms. McAdams confirmed that there would be the opportunity to add other cities in the area and stated that the larger brokerage firms tend to have strong municipal government bases; that through the interview process, the three cities will discuss adding other cities as one of the objectives coming out of a joint purchasing agreement; that there is interest from other area cities in cooperative purchases; that a meeting with five cities on cooperative insurance is scheduled for November 10, 2016, and will involve finance professionals, human resources directors, and city managers; and that pursuant to the Texas Local Government Code, the broker cannot be paid by the insurance company and has to be paid on a retainer basis by the City. In answer to further questions from Council, she confirmed that this item is to get under a larger umbrella with a broker, which might spur a group purchasing process to get more buying power and lower rates; that the process could possibly be completed by the next budget process, depending on factors, including different plan designs and whether there would be a dual bid process; that the cities in the Houston area do a dual bid process, with parallel bids for stand-alone cities and all cities combined together; that if a particular city bogs down the process and their claims catastrophically hit the group, they could be removed from the bidding; that the key to the process is to have a strong broker who can maneuver through the process and bring the players to the table; that depending on how the interlocal agreement is structured, each city would be responsible for their own rates and billing of their own employees; and that the cities in Houston have done the process for four years and the one city she spoke to saw rate reductions of between five and eleven percent with the parallel bids compared to bidding on their own.

Public Works Director Kenny Overstreet presented information regarding Item #9, which is to purchase six SideWinder video cameras. Cameras would be installed at four intersections to monitor traffic control and flow, and would provide real-time information of what is happening at the intersections. The Fire or Police Departments could take control of the cameras in case there is an incident they need to monitor or for which they need to set up command. There is currently a demo camera set up at the Boys Ranch Activity Center, from which can be seen the baseball and soccer fields, the back of Splash, and the pavilion on the south side of the lake. The cameras can be set up on tours, where they swing to monitor certain areas. The same cameras can be used at festivals to monitor the crowds. If the Emergency Operations Center was activated, such as for a weather event, the cameras could be used monitor the situation. The City has looked at purchasing three licenses, one for Public Works and one each for the Police and Fire Departments, which can be activated from multiple locations. Funding for the cameras would come out of the 2013 General Obligation bonds. In answer to questions from Council, Mr. Overstreet stated that protocols can be set in regard to which department takes priority over the cameras; that the cameras would typically work through Public Works' Centracs traffic control system, unless another department needed to take control of them because of an incident; that staff would be able to see who has control of the cameras; that all of the cameras would be new and the ones currently on the traffic lights are for vehicle detection, which would work in conjunction with the new cameras; that the cameras have 36 times optical zoom on them, with 540 lines of resolution per pixel electronic image; that there would be \$3,000 a year in additional costs to the Centracs system already in place; and that the system would be set up on 30-day rollover for recordings. There was discussion on the recordings being subject to public information requests, which could be delayed if there is a pending criminal investigation; the cameras having a high quality resolution out to a quarter of a mile; the different camera systems throughout the City; and purchasing more cameras using the bond money. Mr. Overstreet stated that staff was looking at using the additional bond money for traffic pole upgrades at certain intersections, including Central Drive at Bedford Road, at a cost of \$9,000 per pole; and that any money left from a street project on Gregory Drive could be used to purchase more cameras. There was discussion on adding cameras to other parks, including Brook Hollow Park due to vandalism.

Mr. Overstreet presented information regarding Item #10, which is to purchase a Toro Dingo for \$23,180 for C&O Equipment utilizing the BuyBoard. This item was approved in the budget. Staff did some research looking at companies that are local that have similar-type equipment; however, that equipment is not as heavy as the Dingo, which has the capability to add other attachments in the future such as backhoes or tillers. The item came in \$819 under budget. In answer to questions from Council, Mr. Overstreet stated staff utilized the BuyBoard and confirmed that they crosschecked with other vendors

to make sure they were getting the best deal; that one supplier came in at \$25,267; that another local supplier sold Toros, but handled mainly lawn maintenance equipment; that the Dingo would just come with the bucket; and that it would lowered into creeks that do not currently have access ramps to clean under bridges and culvert boxes, and haul rocks and equipment.

Mr. Overstreet presented information regarding Item #11. The Street Improvement Economic Development Corporation approved the purchase of a flameless pothole patch truck through the BuyBoard using Bergkamp Paving Solutions, which is a sales representative for Freightliner of Austin. The current truck has had several electrical issues and auger problems, and the heating plates have gone out at times. The truck itself has low miles but has high idle time, and it is best to purchase a whole new truck. He stated that the way the resolution is currently written, the purchase is through Bergkamp, but if approved, the motion would need to say that it is to be purchased through Freightliner of Austin. In answer to questions from Council, Mr. Overstreet stated the old equipment would be auctioned off; that the heating plates have to get up to 300 degrees as the truck is being driven to upload the asphalt and liquefy the emulsion; that the plates have to stay at 300 degrees the entire time asphalt is in the truck; that the idle time of the truck is up to eight hours a day; that the lifespan has more to do with runtime than mileage; and that the bid includes freight to ship the truck to Kansas City and then to Bedford, and to provide training.

Police Chief Jeff Gibson presented information regarding Item #12, which is a request to purchase a new K9 for the Police Department. The current K9 is scheduled to retire at the end of the year and has already worked six years, exceeding the usual work life expectancy of five years. There is no fiscal impact as the costs will come out of the Department's seizure funds, and will include the costs of training and the room and board of the new K9 handler.

Mayor Griffin adjourned the Work Session at 6:25 p.m.

### **EXECUTIVE SESSION**

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Bedford Commons.**

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations relative to Bedford Commons at 6:28 p.m.

Council reconvened from Executive Session at approximately 6:35 p.m.

Mayor Griffin announced that Council was also going to meet in Executive Session on Item #7, pursuant to Section 551.074 – Personnel Matters of the Local Government Code.

Council convened into Executive Session at approximately 6:36 p.m.

Council reconvened from Executive Session at 6:52 p.m.

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

### **REGULAR SESSION**

The Regular Session began at 6:54 p.m.

### **CALL TO ORDER/GENERAL COMMENTS**

Mayor Griffin called the meeting to order

### **INVOCATION (Pastor Kevin Smith, Faith Christian Fellowship Church)**

Pastor Kevin Smith of Faith Christian Fellowship Church gave the invocation.

## **PLEDGE OF ALLEGIANCE**

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

## **ANNOUNCEMENTS/UPCOMING EVENTS**

Mayor Griffin stated that he, Councilmember Farco, City Manager Roger Gibson and Assistant City Manager Kelli Agan had the honor of attending a ceremony in Arlington, where Bedford was one of four cities in Texas that have been declared a "Heart Safe Community." Fire Department staff, including Interim Chief Bobby Sewell, were also in attendance. He read a letter of congratulations from Chief Ricky Reeves, the Chair of the North Central Texas Trauma Regional Advisory Council. He displayed a plaque the City received, and an example of a signs that would be placed around the City showing that Bedford is a "Heart Safe Community." The other cities receiving this declaration were Arlington, Mansfield and Highland Village.

Public Information Officer Natalie Foster stated that pictures from the Heart Safe Community Event will be posted on the City's Facebook page. She stated a business roundtable event will be held at the former library building on Friday, October 14, 2016 with breakfast at 7:30 a.m. From 8:00 a.m. to 9:00 a.m., there will be updates on the state of the City and the new Sign Ordinance, a recognition of the large and small businesses of the year, and a 30-minute question and answer session following the presentations. On Saturday, October 15, 2016, the Bedford Fire Department will have their annual open house from 10:00 a.m. to 2:00 p.m. at the Central Fire Station, with tours of the station and trucks, vehicle extrication demonstrations and free food. The event also serves as a kickoff to the holiday food drive so visitors are asked to bring a non-perishable food item to help stock a local food bank. Also on Saturday, the School District is putting on a free event called HEB-e-FIT from 9:00 a.m. to 1:00 pm at Pennington Field. There will be Texas Health Screenings and vendors such as First Eye Care Bedford and the YMCA. On Saturday, October 22, 2016 the City will have its Pet Fair Adopt-a-Thon from 10:00 a.m. to 2:00 p.m. at the Bedford Animal Shelter. There will be local vendors, service dog demonstrations, free food and animals available for adoption. Also on Saturday, the City is holding HalloweenFest from 6:00 p.m. to 9:00 p.m. at the Boys Ranch Activity Center. The event is for children 12 and under and will have carnival games, crafts and bounce houses. The entry fee is either canned food items or a monetary donation at the door.

Ms. Foster reported that the Bark Park is closed until further notice so the Parks Department can do routine maintenance such as dirt work, over seeding and general maintenance on the amenities.

## **OPEN FORUM**

Nobody chose to speak during Open Forum.

## **CONSIDER APPROVAL OF ITEMS BY CONSENT**

Motioned by Councilmember Champney, seconded by Councilmember Farco, to approve the following items by consent: 4, 5, 6, 8, 9, 10, 11 and 12, with a modification to Item #11 authorizing the City Manager to purchase a flameless Pothole Patch Truck in the amount of \$150,523 from Freightliner of Austin through Bergkamp Pavement Preservation Solutions, as the sales representative, utilizing the Buyboard Cooperative Purchasing and adjust the resolution to read as such.

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

## **COUNCIL RECOGNITION**

### **1. Presentation of the Large and Small Business of the Year Award.**

Community Affairs Commission Chairperson Sal Caruso stated that over the years, the Community Affairs Commission has worked with many residents and businesses in the City with its twice-a-year residential and business roundtables, block parties, and every-other-year City Expo. They have come

across outstanding residents and businesses that make the City as great as it is. The Commission decided to recognize a resident and a business of the year to show their appreciation. The previous month, Faye Brooks was recognized with the Katie Savage Resident of the Year Award and this month, awards will be presented for the large and small business of the year. These businesses donate time, funds and their employees whenever asked for, and are willing to be there for Bedford. Mr. Caruso recognized Councilmember Farco and Ms. Jakubik, the Council and staff liaisons to the Commission respectively, and thanked them for their support and guidance in all of their events.

The Large Business of the Year was presented to Adam Smith's Texas Harley-Davidson. Mr. Caruso stated that they have been a proud sponsor, business partner and member of the community. They have made Bedford their home and promote the City at every opportunity. They were involved in collecting food for the 6Stones Mayor's Challenge Food Drive and helped the City win with the most pounds of food collected. They have hosted numerous City and community events at their site at no cost, provided motorcycles for out-of-state officers to ride during a fallen officer's funeral, and annually host a police motorcycle rodeo for the Bedford Police Association. Mayor Griffin thanked Mr. Smith and those from Harley-Davidson in attendance and discussed their tremendous partnership with the City. They will be helping the City with the 6Stones Bus Pull at Pennington Field and will host a chili cook-off with the Chamber. Mr. Smith stated the City makes it easy to do business with and he appreciates the partnership.

The Small Business of the Year was presented to Crazy Cowboy. Mr. Caruso stated that they have been a great City partner and can be found at almost every City event, such as the ArtsFest, Twilight Thursdays, block parties, and have sponsored BluesFest each year. They can always be counted on to promote the City and its events. Mayor Griffin stated the City and Crazy Cowboy have built a great friendship and partnership, and that they always step up to help the City.

## **2. Recognition of the City of Bedford's 20th Consecutive Certificate of Achievement for Excellence in Financial Reporting.**

Mayor Griffin presented the Certificate of Achievement for Excellence in Financial Reporting to Administrative Services Director Cliff Blackwell. Mr. Blackwell accepted the certificate on behalf of the Finance staff, including Accounting Manager Paula McPartlin, Finance Supervisor Jo Quarles, Accountant Crystal Segovia, Account Clerk Addy Calderon, and Michelle Farbes, who do a tremendous job in ensuring the City's finances are in good working order. This program is one of the most recognized amongst local government finance professionals throughout the country. It goes through a 41-page document that reviews the City's financials for integrity and whether it communicates effectively. In regard to the integrity of the program, he stated that nobody from Texas judges the document.

## **3. Proclamation recognizing October 23 – 31, 2016 as Red Ribbon Week in the City of Bedford.**

Mayor Griffin read a proclamation recognizing October 23 – 31, 2016 as Red Ribbon Week in the City of Bedford. Police Chief Jeff Gibson and Sergeant Doug Crowell accepted the proclamation.

## **APPROVAL OF THE MINUTES**

### **4. Consider approval of the following City Council minutes: a) September 27, 2016 regular meeting**

This item was approved by consent.

## **NEW BUSINESS**

### **5. 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.**

This item was approved by consent.

### **6. Consider an ordinance amending Chapter 114 "Traffic and Vehicles," Article IX. "Abandoned and Junked Motor Vehicles," Section 114-324. "Procedures for abating nuisance;" providing**

**for a penalty clause; providing for a repealing clause; providing for a severability clause; providing for a penalty clause; and declaring an effective date.**

This item was approved by consent.

- 7. Consider a resolution authorizing the City of Bedford to enter into a contractual agreement with Strategic Government Resources (SGR) to conduct an executive search for a City Manager, in an amount not to exceed \$23,500.**

Motioned by Councilmember Gebhart, seconded by Councilmember Turner, to approve a resolution authorizing the City of Bedford to enter into a contractual agreement with Strategic Government Resources (SGR) to conduct an executive search for a City Manager, in an amount not to exceed \$23,500.

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

- 8. Consider a resolution authorizing the City Manager to enter into an interlocal agreement with the cities of Colleyville and Watauga for cooperative purchasing of insurance consultant and brokerage services.**

This item was approved by consent.

- 9. Consider a resolution authorizing the City Manager to purchase six SideWinder cameras from Paradigm Traffic Systems utilizing the Buyboard Cooperative Purchasing and the Omnicast Advanced CCTV Module from Paradigm Traffic Systems, a single source vendor, in the amount of \$69,608.**

This item was approved by consent.

- 10. Consider a resolution authorizing the City Manager to purchase a Toro Dingo in the amount of \$23,180.58 through C & O Equipment, utilizing the Buyboard Cooperative Purchasing.**

This item was approved by consent.

- 11. Consider a resolution authorizing the City Manager to purchase a Flameless Pothole Patch Truck in the amount of \$150,523 through Bergkamp Pavement Preservation Solutions utilizing the Buyboard Cooperative Purchasing.**

This item was approved by consent with a change that the City Manager is authorized to purchase a flameless Pothole Patch Truck in the amount of \$150,523 from Freightliner of Austin through Bergkamp Pavement Preservation Solutions, as the sales representative, utilizing the Buyboard Cooperative Purchasing and adjust the resolution to read as such.

- 12. Consider a resolution authorizing the City Manager to purchase a trained and certified narcotics canine from USK9, and approve training of the Bedford Police K-9 handler, in the amount of \$17,800, utilizing the Police Department's Drug Enforcement Fund.**

This item was approved by consent.

- 13. Report on most recent meeting of the following Boards and Commissions:**  
✓ **Animal Shelter Advisory Board - Councilmember Fisher**

Councilmember Fisher reminded everybody about the Pet Fair Adopt-a-Thon on Saturday, October 22, 2016 from 10:00 a.m. to 2:00 p.m. at the Animal Shelter.

- ✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner reported that the Commission conducted a shred event the previous Saturday and it was quite successful.

✓ **Community Affairs Commission - Councilmember Farco**

Councilmember Farco reminded everybody that the Commission is hosting a business roundtable on Friday starting at 7:30 p.m. at the old library. He thanked Mr. Caruso and recognized Commission Members Steve Grubbs and Gary Morlock who were in attendance.

✓ **Cultural Commission - Councilmember Champney**

Councilmember Champney reported that the Commission met the previous night and they discussed next year's ArtsFest, including having it in conjunction with the Easter Egg Hunt. Other activities taking place in December have not yet been finalized. The Lions Club wants to participate with the Commission in an event providing a pancake breakfast. There was also discussion on the incubator, which is the Bedford Arts Central, overseen by Commission Member Josh Santillan who is working on a number of events such as art shows. There was conversation on the letter of intent in January to apply for designation of a cultural district from the Texas Commission on the Arts. The two newly appointed members were in attendance.

✓ **Library Advisory Board - Councilmember Farco**

Councilmember Farco reported that the Koha System is in place and there is a how-to online on upgrading memberships. On Saturday, the Library Friends will be holding an open house starting at 6:00 p.m.

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

Councilmember Sartor reported that the Board met the previous Thursday and the new members were introduced. He encouraged people to visit the City's parks. The Bark Park is closed for routine maintenance. He recognized Board Member Randy Newby who was in attendance.

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

Councilmember Gebhart reported that the Board met on October 6 but he was unable to attend. The next scheduled meeting is the first Thursday in November.

✓ **Senior Citizen Liaison - Councilmember Turner**

Councilmember Turner reported that they are in the process of setting up the next meeting.

**14. Council member Reports**

No other reports were given.

**15. City Manager/Staff Reports**

No report was given.

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

Item #7 was voted on during the Regular Session.

**ADJOURNMENT**

Mayor Griffin adjourned the meeting at 7:25 p.m.

ATTEST:

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Michael Wells, City Secretary



# Council Agenda Background

<b><u>PRESENTER:</u></b> Meg Jakubik, C.G.F.O., Strategic Services Manager		<b><u>DATE:</u></b> 10/25/16
<b>Council Mission Area:</b> Demonstrate excellent customer service in an efficient manner.		
<b><u>ITEM:</u></b>  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.  <b>City Attorney Review:</b> N/A  <b>City Manager Review:</b> _____		
<b><u>DISCUSSION:</u></b>  When the Fee Schedule was presented at the October 11, 2016 meeting a change was inadvertently left off from the Police Department. Due to the revised Solicitor Ordinance, the Police Department is increasing the fee for the Solicitor Permit from \$10.00 annually to \$20.00 annually to cover the cost of the required vest (pg. 22). There are no other changes to the ordinance.		
<b><u>RECOMMENDATION:</u></b>  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.		
<b><u>FISCAL IMPACT:</u></b>  This fee is to directly offset the cost incurred by the City to provide solicitor vests under the new ordinance.	<b><u>ATTACHMENTS:</u></b>  Ordinance Red-line Page	

ORDINANCE NO. 16-

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%, or \$250.00 minimum, of the cost of 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. 16-**

**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**

**ORDINANCE NO. 16-  
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

**ORDINANCE NO. 16-**

**LICENSING**

<b>Surgically sterilized animal</b>	<b>\$5.00</b>
<b>Unsterilized animal</b>	<b>\$15.00</b>
<b>Duplicate tags</b>	<b>\$3.00</b>

**PERMITS**

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

**ORDINANCE NO. 16-  
BUILDING DEPARTMENT**

**BUILDING PERMIT FEES**

**Contractor Registration**

<b>Registration Fee (For all contractors and trades)</b>	<b>\$100.00</b>
<b>Renewal Fee (For all contractors and trades)</b>	<b>\$100.00</b>

**Total value of all construction**

<b>\$1.00 to \$500.00</b>	<b>\$30.00</b>
<b>\$501.00 to \$2,000</b>	<b>\$30.00 for first \$500, plus \$4.00 for each additional \$100, or fraction thereof, up to and including \$2000.</b>
<b>\$2,001 to \$25,000</b>	<b>\$90.00 for the first \$2,000, plus \$18.00 for each additional \$1,000 or fraction thereof, up to and including \$25,000.</b>
<b>\$25,001 to \$50,000</b>	<b>\$509 for the first \$25,000, plus \$13.00 for each additional \$1,000, or fraction thereof, up to and including \$50,000.</b>
<b>\$50,001 to \$100,000</b>	<b>\$837 for the first \$50,000, plus \$9.00 for each additional \$1,000, or fraction thereof, up to and including \$100,000.</b>
<b>\$100,001 to \$500,000</b>	<b>\$1,292 for the first \$100,000, plus \$7.00 for each additional \$1,000, or fraction thereof, up to and including \$500,000.</b>
<b>\$500,001 to \$1,000,000</b>	<b>\$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.</b>
<b>\$1,000,001 and up</b>	<b>\$7,290 for the first \$1,000,000 plus \$5.00 for each additional \$1,000, or fraction thereof.</b>

**BUILDING PLAN REVIEW AND INSPECTION FEES**

<b>Inspections outside of normal business hours</b>	<b>\$60.00 per hour minimum</b>
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**ORDINANCE NO. 16-**

	<b>\$120.00, or cost (minimum two hour charge) to City of Bedford, whichever is greater.</b>
<b>Re-inspection fees</b>	<b>\$60.00 per hour or cost to City of Bedford, whichever is greater.</b>
<b>Inspection for which no fee is specifically indicated</b>	<b>\$60.00 per hour minimum \$30.00, or cost to (minimum charge one-half hour) City of Bedford, whichever is greater.</b>
<b>Additional plan review required by changes,</b>	<b>\$60.00 per hour</b>
<b>Additions or revisions to plans minimum</b>	<b>\$30.00 or cost to (minimum charge one-half hour) City of Bedford, whichever is greater.</b>
<b>For use of outside consultants for plan checking and inspections, or both.</b>	<b>Actual cost.</b>
<b>Plan review fee</b>	<b>65% of building permit fee</b>

**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.**

**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 COMMISSION**

<b>Application for appeal</b>	<b>\$100.00</b>
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**CERTIFICATE OF OCCUPANCY**

<b>Change of occupancy</b>	<b>\$60.00</b>
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<b>Temporary certificate of occupancy</b>	<b>\$60.00</b>
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**CREDIT ACCESS BUSINESS**

<b>Registration fee</b>	<b>\$25.00</b>
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**ELECTRICAL**

<b>Dwelling units; apartments</b>	<b>\$63.00 + 0.10/sf</b>
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<b>Commercial buildings</b>	
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**ORDINANCE NO. 16-**

(a) Less than 1,000	\$53.00 + 0.11/sf
(b) 1,001-10,000	\$71.00 + 0.07/sf
(c) 10,001-50,000	\$133.00 + 0.06/sf
(d) 50,001-greater	\$620.00 + 0.05/sf
<b>Pools (above and below ground), spas and hot-tubs</b>	<b>\$63.00 each</b>
<b>Minimum permit fee</b>	<b>\$45.00 each</b>
<b>Electrical construction pole</b>	<b>\$45.00 each</b>
<b>Addition or relocation of outlets</b>	<b>\$4.00</b>
<b>Temporary utilities</b>	<b>\$71.00 each</b>
<b>Reconnect for Certificate of Occupancy</b>	<b>\$63.00 each</b>
<b>Service circuits Ampere rating of conductor</b>	<b>\$0.24 each</b>
<b>Feeder circuits Ampere rating of conductor</b>	<b>\$0.24 each</b>
<b>Branch circuits</b>	<b>\$6.00 each</b>

**FENCES:**

All fences are required to have a permit.

<b>Residential</b>	<b>\$30.00</b>
<b>Multi-family</b>	<b>Valuation calculated per total cost of construction.</b>
<b>Commercial</b>	<b>Valuation calculated per total cost of construction.</b>

**GRADING**

<b>Minimum permit Fee</b>	<b>\$38.00</b>
<b>50 cubic yards or less</b>	<b>\$23.00</b>
<b>51 to 100 cubic yards</b>	<b>\$34.00</b>
<b>101 to 1,000 cubic yards</b>	<b>\$34.00 for the first 100 cubic yards plus \$16.00 for each additional 100 cubic yards or fraction thereof.</b>
<b>1,001 to 10,000 cubic yards</b>	<b>\$175.00 for the first 1000</b>

**ORDINANCE NO. 16-**

**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.**

**IRRIGATION**

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

**MECHANICAL SYSTEMS**

<b>Minimum Permit Fee</b>	<b>\$38.00</b>
<b>Installation or relocation of heating or air conditioning equipment in residential occupancy</b>	<b>\$45.00</b>
<b>Installation or relocation of heating or air conditioning equipment in multi-family, per unit</b>	<b>\$38.00</b>
<b>Repair, alteration or addition to heating, cooling refrigeration unit, including installing controls</b>	<b>\$38.00</b>
<b>Install heating equipment in commercial occupancy:</b>	
<b>Electrical - per kW up to 5 kW</b>	<b>\$9.00</b>
<b>Each additional kW</b>	<b>\$2.00</b>
<b>Gas - 100,000 BTU or less</b>	<b>\$14.00</b>
<b>Each additional 25,000 BTU</b>	<b>\$3.00</b>
<b>Install air conditioning equipment in commercial occupancy per ton up to 5 tons</b>	<b>\$23.00</b>
<b>Each additional ton</b>	<b>\$5.00</b>
<b>Install hood served by mechanical exhaust</b>	<b>\$12.00</b>
<b>Install appliance or equipment regulated by Code but not classed in appliance categories for which</b>	

**ORDINANCE NO. 16-**

**no other fee is listed \$23.00**

**MISCELLANEOUS**

<b>Residential Roof/Reroof</b>	<b>\$50.00</b>
<b>Demolition</b>	<b>Based on value of work</b>
<b>Total Value of Demolition</b>	
<b>\$1.00 - \$500</b>	<b>\$30.00</b>
<b>\$501 - \$1,000</b>	<b>\$50.00</b>
<b>\$1,001 - \$5,000</b>	<b>\$144.00</b>
<b>\$5,001 - \$10,000</b>	<b>\$234.00</b>
<b>\$10,001 - \$25,000</b>	<b>\$504.00</b>
<b>\$25,001 - \$50,000</b>	<b>\$834.00</b>
<b>\$50,001 - \$75,000</b>	<b>\$1,062.00</b>
<b>\$75,001 and up</b>	<b>\$1,287.00</b>
<b>Moving building permit</b>	<b>\$75.00</b>
<b>Mowing/maintenance administrative fee</b>	<b>\$100.00</b>
<b>Residential Roof/Reroof</b>	<b>\$50.00</b>
<b>Right of way Utilization</b>	<b>Utility franchise holders are exempt from fees. All others are \$1,000.00 per bore and \$1.00 per lineal foot.</b>
<b>Temporary Building</b>	<b>\$38.00</b>
<b>Tree Removal</b>	<b>\$7.50 Per Acre</b>

**PLUMBING**

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

ORDINANCE NO. 16-

Gas line repair/test	\$38.00
Industrial waste pretreatment interceptor	\$60.00
Installation or repair of water piping	\$30.00
Installation or repair of drainage or vent piping	\$30.00
Lawn sprinkler system on any meter	\$68.00
Vacuum breakers or backflow protective devices on tanks, vats, from 1 to 4 traps.	\$68.00
Vacuum breakers or backflow protective devices on tanks, vats, 5 or more.	\$2.00
Water Well, backflow protective device.	\$150.00 (Bedford Code of Ordinances, 78-2.)
Plumbing for residential new construction:	\$75.00
Lawn sprinkler	\$68.00
Plumbing water piping repair	\$30.00
Plumbing drainage piping repair	\$30.00
<b>Apartment:</b>	
(a) One bedroom efficiency, per apartment	\$45.00
(b) All other units, per unit	\$60.00
(c) Building sewer, per unit	\$23.00
<b>Commercial Construction:</b>	
(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
<b>SIGNS</b>	
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

**ORDINANCE NO. 16-**

<b>Permanent, 301sf and over (per square foot)</b>	<b>\$1.00</b>
<b>Portable Sign</b>	<b>\$100.00</b>
<b>Banner Sign</b>	<b>\$50.00</b>
<b>Apartment Banner Sign</b>	<b>\$25.00</b>
<b>Weekend advertising (per year)</b>	<b>\$100.00</b>
<b>Grand Opening sign</b>	<b>\$30.00</b>
<b>Real Estate Land Sale</b>	<b>\$30.00</b>
<b>Open House</b>	<b>\$10.00</b>
<b>Commercial Complex Sale or Lease Free-standing</b>	<b>No Fee</b>
<b>Commercial Unit Sale or Lease Wall Sign</b>	<b>\$30.00</b>
<b>New Commercial Building</b>	<b>\$30.00</b>
<b>New Commercial Building on Hwy 183, Hwy 121 or Hwy 157</b>	<b>\$30.00</b>
<b>Political Sign as defined in Ordinance #00-2536</b>	<b>No Fee</b>
<b>Sign for Non-Profit as defined in Ordinance #00-2536</b>	<b>No Fee</b>
<b>Municipal Banner as defined in Ordinance #00-2536</b>	<b>No Fee</b>

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

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

**MULTI-FAMILY FEES**

<b>License Fee</b>	<b>\$1.10 per month per unit</b>
<b>New Registration Fee</b>	<b>\$25.00 to re-issue registration for change in ownership</b>
<b>New Registration Late Fee</b>	<b>\$75.00 for registration re- issue more than 30 days after ownership change</b>
<b>Annual Rating Inspection Fee (mandatory)</b>	<b>\$10.00 per unit</b>

**ORDINANCE NO. 16-**

<b>Annual Secondary Inspection Fee (mandatory)</b>	<b>\$10.00 per unit</b>
<b>Tier 2 Inspection Fee (x1 additional inspection)</b>	<b>\$10.00 per unit</b>
<b>Tier 3 Inspection Fee (x2 additional inspections)</b>	<b>\$10.00 per unit per inspection</b>

**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.

<b>Ambulance Subscription Fee</b>	<b>\$60.00 per household</b>
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**REPORTS**

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

**FIRE MARSHAL/INSPECTIONS**

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

**FIRE PROTECTION SYSTEMS**

A fee schedule as provided:

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

**FIRE SPRINKLER SYSTEMS**

<b>Underground</b>	<b>\$150.00</b>
<b>Aboveground, 1-19 heads</b>	<b>\$75.00</b>
<b>Aboveground, 20-100 heads</b>	<b>\$100.00</b>

**ORDINANCE NO. 16-**

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 <sup>th</sup> & 5 <sup>th</sup> Alarm Calls	\$75.00/per call
6 <sup>th</sup> & 7 <sup>th</sup> Alarm Calls	\$250.00/per call
8 <sup>th</sup> 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 <sup>th</sup> & 5 <sup>th</sup> Alarm Calls	\$150.00/per call
6 <sup>th</sup> & 7 <sup>th</sup> Alarm Calls	\$500.00/per call
8 <sup>th</sup> 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

**ORDINANCE NO. 16-**

<b>10,001 to 25,000 sq. ft.</b>	<b>\$50.00 annually</b>
<b>25,001 to 50,000 sq. ft.</b>	<b>\$60.00 annually</b>
<b>50,001 to 75,000 sq. ft.</b>	<b>\$80.00 annually</b>
<b>75,001 to 100,000 sq. ft.</b>	<b>\$100.00 annually</b>
<b>100,001 to 200,000 sq. ft.</b>	<b>\$120.00 annually</b>
<b>200,001 sq. ft. or more</b>	<b>\$280.00 annually</b>

**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.**

<b>Any floors over four</b>	<b>\$30.00 per floor</b>
<b>Each apartment building</b>	<b>\$5.00 annually</b>

**HAZARDOUS MATERIALS ANNUAL PERMIT (includes flammable/combustible liquids)**

**POUNDS (POWDER AND SOLIDS)**

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

**GALLONS (LIQUIDS AND GELS)**

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

**PLAN REVIEW FEES**

<b>Plan Review</b>	<b>\$60.00</b>
<b>Fire Alarm System</b>	<b>\$70.00</b>
<b>Fire Sprinkler System</b>	<b>\$150.00</b>
<b>Suppression Appliances</b>	<b>\$125.00</b>

**ORDINANCE NO. 16-**

<b>Emergency Lighting</b>	<b>\$37.50</b>
<b>Special Lighting</b>	<b>\$30.00</b>
<b>Liquid Storage Tanks, Hazardous Materials</b>	<b>\$70.00</b>
<b>RE-INSPECTION FEES</b>	<b>\$60.00</b>
<b>SPECIAL PERMITS</b>	
<b>Blasting operation</b>	<b>\$65.00 per day</b>
<b>Pyrotechnic display</b>	<b>\$65.00 per day</b>
<b>Tent permit</b>	
<b>1- 30 days</b>	<b>\$30.00</b>
<b>Each additional 30 days or portion thereof</b>	<b>\$30.00</b>
<b>UNDERGROUND STORAGE TANKS INSTALLATION (TO INCLUDE TEMPORARY TANKS) OR REMOVAL</b>	
<b>Less than 1,000 gallons</b>	<b>\$50.00</b>
<b>More than 1,000 gallons</b>	<b>\$100.00</b>
<b>LPG TANK INSTALLATION OR REMOVAL</b>	<b>\$50.00</b>
<b>MOVIE/THEATRICAL EVENT</b>	
<b>Fire marshal permit- per day</b>	<b>\$125.00 first day</b>
<b>Each additional day</b>	<b>\$75.00</b>
<b>Fire marshal on premises (minimum 3 hours)</b>	<b>\$50.00 per hour</b>
<b>Stand-by firefighters (minimum 3 hours each)</b>	<b>\$65.00 per hour</b>
<b>Stand-by medic (each-three hour minimum)</b>	<b>\$65.00 per hour</b>
<b>Stand-by engine or truck (each-three hour minimum)</b>	<b>\$100.00 per hour</b>
<b>REPORTS</b>	
<b>Fire Cause and Origin Report</b>	
<b>First 9 pages</b>	<b>\$1.00</b>
<b>Each additional page</b>	<b>\$0.10</b>
<b>Copies of Photos</b>	<b>Actual cost of copies</b>
<b>STATE MANDATED INSPECTIONS</b>	
<b>Hospitals</b>	<b>\$100.00</b>
<b>Nursing and long-term care homes</b>	<b>\$75.00</b>

**ORDINANCE NO. 16-**

<b>Daycare/Mother's day out</b>	<b>\$50.00</b>
<b>Foster home and adoptive home</b>	<b>\$10.00</b>
<b>Home inspection (insurance)</b>	<b>\$50.00</b>

ORDINANCE NO. 16-

**LIBRARY**

<b>OVERDUE FEES</b>	<b>Daily Overdue Fee Per Item</b>	<b>Maximum Overdue Fee Per Item</b>
Books, CDs, Audio Books, Educational Kits, Book Club Kits	\$0.25	\$6.00
DVDs	\$1.00	\$6.00
Interlibrary Loan Materials	\$0.50	\$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 parts of kits. If parts of kits are lost, the customer must pay for the replacement of that part. If the part cannot be replaced, the customer must pay for the entire kit, including the container.
Book jacket or cover	\$2.00
Media containers	\$2.00
Refunds made for materials returned within 6 months of payments.	

**MINOR DAMAGE FEES**

Minor damage of materials	\$2.00
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**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. 16-**

**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.**

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

ORDINANCE NO. 16-

**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

ORDINANCE NO. 16-

**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**

<b>PACKAGE A</b>	<b>\$1,800.00</b>
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

<b>PACKAGE B</b>	<b>\$2,100.00</b>
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**

<b>PACKAGE A</b>	<b>\$1,500.00</b>
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. 16-

<b>PACKAGE B</b>	<b>\$1,800.00</b>
<b>Includes:</b>	
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	<b>\$75.00</b>
Scheduled bridal portrait:	
A. M-F between 9 am and 4 pm	<b>\$75.00 per hour</b>
B. Other hours as scheduled	<b>\$150.00 per hour</b>
Purchase of brick	<b>\$50.00 each</b>
Purchase of flute, wine glasses	<b>\$25.00 per set</b>
Additional chairs	<b>\$1.50 each</b>
Cleaning Service	<b>\$250.00 per event</b>

**WEDDING DEPOSIT**

Deposit	<b>\$500.00</b>
(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 <sup>th</sup> & 5 <sup>th</sup> Alarm Calls	\$50.00/per call
6 <sup>th</sup> & 7 <sup>th</sup> Alarm Calls	\$75.00/per call
8 <sup>th</sup> and above Alarm Calls	\$100.00/per call

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

**SOLICITORS PERMIT**

Intrastate	\$20.00
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)

ORDINANCE NO. 16-

**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. 16-**

**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**

**ORDINANCE NO. 16-**

**ROOM RENTALS**

<b>September – April Rentals</b>	
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

<b>May – August Rentals</b>	
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.

<b>ONLINE TRANSACTION FEE</b>	<b>\$3.25</b>
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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. 16-

AMERICAN RED CROSS CLASSES

Residents	Non-Residents		
Adult First Aid/CPR/AED		\$67.00	\$72.00
Cat and Dog First Aid		\$37.00	\$42.00
Babysitter's Training		\$76.00	\$82.00
Adult & Pediatric First Aid/CPR/AED		\$67.00	\$72.00
FA/CPR/AED Instructor's Course		\$255.00	\$260.00
Lifeguard Instructor's Course		\$255.00	\$260.00

CERTIFIED POOL OPERATOR COURSE \$255.00 \$260.00

YOGA FOR SENIORS

4 classes \$42.00

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

Group 8 weeks \$97.00

MONTHLY CLASSES

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

1 day per week \$27.00

MONTHLY CLASSES WITH SUPPLIES

Includes cooking, painting, craft, photos

1 day per week \$32.00

VALENTINE'S DANCE

All-inclusive - includes 1 picture, flowers dance, \$14.00 per individual or \$22.00 per couple

ELEMENTARY DANCES \$7.00 per person/per dance

EASTER

Includes egg hunt, arts & craft activity, photo with the Easter Bunny, and snack \$9.00 per person

**ORDINANCE NO. 16-**

**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**

**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

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 \$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

ORDINANCE NO. 16-

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) \$5,000.00

Manhole (7' or deeper) \$5,000.00 plus an additional \$250.00 per foot

CUT-OFF FEE \$30.00

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

AFTER HOURS TURN-ON \$50.00

METER TESTING FEE (per Customer Request)

METER 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 be 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

METER 3/4" \$1,100.00 for service tap and \$175.00 for meter \$200.00 for end point \$130.00 for meter box

METER 1" \$1,100.00 for service tap and \$225.00 for meter \$200.00 for end point \$130.00 for meter box

METER 1.5" \$2,100.00 for service tap and \$610.00 for meter \$200.00 for end point \$230.00 for meter box

METER 2" \$2,100.00 for service tap and \$925.00 for meter \$200.00 for end point \$230.00 for meter box

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.

ORDINANCE NO. 16-

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 \$350.00 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
STATE MANDATED ANNUAL INSPECTIONS (Hospitals, apartments, 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

SECTION 2. 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.

**ORDINANCE NO. 16-**

**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 25th day of October 2016, 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**

**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 <sup>th</sup> & 5 <sup>th</sup> Alarm Calls	\$50.00/per call
6 <sup>th</sup> & 7 <sup>th</sup> Alarm Calls	\$75.00/per call
8 <sup>th</sup> and above Alarm Calls	\$100.00/per call

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

**SOLICITORS PERMIT**

Intrastate	<del>\$10.00</del> <u>20.00</u>
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



# Council Agenda Background

**PRESENTER:** Jeff Gibson, Police Chief

**DATE:** 10/25/16

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

**ITEM:**

Consider a resolution authorizing the City Manager to purchase 23 replacement electronic ticket writers with related hardware and software in the amount of \$65,852 through Brazos Technology, a subsidiary of Tyler Technologies.

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

On September 14, 2016, the Bedford City Council passed an ordinance adopting the FY 2017 Budget. The budget included approval for the purchase of 23 electronic ticket writers (ETW) and related hardware, accessories and warranty.

The Police Department has been purchasing and using ETW for the Traffic and Patrol Divisions since 2009. These devices have proven to be invaluable by eliminating the decades-old system of writing tickets by hand and then entering the information manually into a computer system. Further, the ETW have reduced the rate of errors and have increased the efficiency of officers and Municipal Court personnel.

Current pricing includes an increase of \$1,312 over the budgeted request. If approved, the funding would be paid from the Court Technology Fund, which has sufficient balance for the overage.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase 23 replacement electronic ticket writers with related hardware and software in the amount of \$65,852.00 through Brazos Technology, a subsidiary of Tyler Technologies.

**FISCAL IMPACT:**

Budget:	\$64,540
Actual Amount:	<u>\$65,852</u>
Difference:	\$ 1,312

**ATTACHMENTS:**

Resolution  
Estimate

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE 23 REPLACEMENT ELECTRONIC TICKET WRITERS WITH RELATED HARDWARE AND SOFTWARE IN THE AMOUNT OF \$65,852 THROUGH BRAZOS TECHNOLOGY, A SUBSIDIARY OF TYLER TECHNOLOGIES.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase replacement electronic ticket writers with funds approved in the FY 2017 budget; and,

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

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 Manager is hereby authorized to purchase 23 replacement electronic ticket writers with related hardware and software in the amount of \$65,852 through Brazos Technology, a subsidiary of Tyler Technologies.

PRESENTED AND PASSED this 25th day of October 2016, 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



ESTIMATE  
 Quote Number: 00003837  
 Date Created: 10/11/2016 9:45 AM  
 Expires On: 11/22/2016

Bill to:	Ship to:	Prepared by:
Bedford Police Department 2121 L. Don Dodson ATTN: Lt. James Pittman Bedford, TX 76021	Bedford Police Department 2121 L. Don Dodson ATTN: Lt. James Pittman Bedford, TX76021	James Mulvey (979) 690-2811 x1557 james.mulvey@tylertech.com

Quantity	Mfg_PartNumber	Product Description	Sales Price	Total Price
1.00	Config	Development of new configuration for hardware platform - HANDHELD	\$ 2,500.00	\$ 2,500.00
23.00	TC700H-KC11ES-NA	Zebra Enterprise, TC70, WLAN 802.11 ABGN, Android KITKAT 4.2.2, Standard Range 1D/2D Imager (SE4750), Front & Rear Cameras, 1GB/8GB, Bluetooth, NFC, 4620 MAH Battery, North America only.	\$ 1,215.00	\$ 27,945.00
23.00	SSE-TC70XX-50	Zebra Enterprise, One Care Essential Service, Includes comprehensive coverage, TC70XX, 5 Year	\$ 545.00	\$ 12,535.00
6.00	CRD-TC7X-SE5EU1-01	Zebra Enterprise, TC7X 5-Slot Ethernet Sharecradle, Charges either 5 TC70S or 4 TC70S + 4 Spare batteries via adapter cup (sold separately CUP-SE-BTYADP1-01), requires PWRS-14000-241R, 50-16002-029R, and 23844-00-00R	\$ 450.00	\$ 2,700.00
1.00	CUP-SE-BTYADP1-01	ShareCradle 4-Slot battery charger adapter cup. Allows for a TC70 4-Slot Battery Charger to be charged and docked on the 5-Slot ShareCradles.	\$ 30.00	\$ 30.00
1.00	SAC-TC7X-4BTYC1-01	TC7X Drop in style 4-Slot Battery Charger with LEDs to indicate Charge State. Can be docked and powered in the 5-Slot Cradle via adapter cup (sold separately) or used standalone. When used stand-alone requires Power Supply (PWRS-14000-148R) and country specific AC line cord sold separately.	\$ 120.00	\$ 120.00
4.00	BTRY-TC7X-46MA2-01	Zebra Enterprise, TC7X 4620 MAH LI-ON Battery, Single	\$ 62.00	\$ 248.00
24.00	ZQ52-AUE0000-00	Zebra, Printer, ZQ520,4",BT 4.0,GROUP O	\$ 670.00	\$ 16,080.00
12.00	P1031365-059	Zebra, ZQ500, 2 cell battery (for use with QLN220,320 or ZQ510,ZQ520)	\$ 72.00	\$ 864.00
12.00	P1063406-030	Zebra, ZQ500,DC Vehicle Adaptor, Open Ended, 12-24V (for user with or without Vehicle Cradle)	\$ 40.00	\$ 480.00
47.00	BT SETUP	Set Up Fees - Third Party Hardware	\$ 50.00	\$ 2,350.00

Sign and fax approved quotation to 713.583.9323.

Subject to the applicable terms of your existing contract with Tyler, and for the fees quoted herein, we grant to City of Bedford, TX : (i) a per-unit license to the software located on the ticket writer hardware provided under this purchase order, and (ii) a



ESTIMATE  
Quote Number: 00003837  
Date Created: 10/11/2016 9:45 AM  
Expires On: 11/22/2016

per-unit license to access a remote database via the ticket writer hardware, both for your internal business purposes only. We will provide remote database access according to our industry standard hosting terms of service.

Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Subtotal	\$ 65,852.00
Tax	_____
<b>Grand Total</b>	<b>\$ 65,852.00</b>



# Council Agenda Background

**PRESENTER:** Jeff Gibson, Chief of Police

**DATE:** 10/25/16

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

**ITEM:**

Consider a resolution, contingent upon the approval of the Attorney of the City of Bedford, authorizing the City Manager to enter into a four-year Finance Contract/Lease-to-Purchase Agreement with Government Capital Corporation for the purpose of financing seven 2017 replacement patrol vehicles resulting in an annual payment of \$77,916.34. The vehicles will be obtained from Sam Pack's Five Star Ford utilizing Texas Smartbuy Contract – State of Texas 071-072-AT 2014.

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

On September 14, 2016, the Bedford City Council passed an ordinance adopting the FY 2016-2017 Budget. Funds are allocated within the budget for the purchase of seven replacement front line patrol vehicles.

The Department was introduced to the Lease-to-Purchase Program while researching the cost of replacement vehicles. The desired vehicles, 2017 Ford Interceptor Utility, carry a per vehicle cost of \$42,960.16, which includes the installation of all emergency/pursuit equipment by Defender Supply. Historically, funds are allocated annually to the Department's budget allowing for replacement patrol vehicles to be bought on a biennial basis. Upon delivery of the vehicles, the Department rotates the front line vehicles to the back line, with each vehicle being in commission for a total of four years. Acquiring the vehicles through the Lease-to-Purchase program will still allow for this practice to continue. In contrast to traditional Lease-To-Purchase programs, the City of Bedford will assume immediate ownership of the vehicles without the placement of liens.

Through the Finance Contract/Lease-to-Purchase Program, the total project amount of \$300,721.12 will carry a 2.07% fixed rate with annual payments of \$77,916.34. Closing costs will be associated with the Finance Agreement in the amount of approximately \$6,500, which will be paid in full at the time of closing and will also include closing cost for replacement radars.

Staff will bring an agenda item in the future for additional replacement vehicles within the Police Department after a full evaluation of the current inventory is completed.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution, contingent upon the approval of the Attorney of the City of Bedford, authorizing the City Manager to enter into a four-year Finance Contract/Lease-to-Purchase Agreement with Government Capital Corporation for the purpose of financing seven 2017 replacement patrol vehicles resulting in an annual payment of \$77,916.34. The vehicles will be obtained from Sam Pack's Five Star Ford utilizing Texas Smartbuy Contract – State of Texas 071- 072-AT 2014.

**FISCAL IMPACT:**

<b>Motor Vehicle Balance:</b>	<b>\$280,000</b>
<b>Lease Payment:</b>	<b>\$77,916</b>
<b>Closing Costs:</b>	<b><u>\$6,500</u></b>
<b>Balance:</b>	<b>\$195,584</b>

**ATTACHMENTS:**

Resolution  
Quote – Sam Pack’s Five Star Ford  
Equipment List – Defender Supply  
Proposal – Government Capital

RESOLUTION NO. 16-

CONSIDER A RESOLUTION, CONTINGENT UPON THE APPROVAL OF THE ATTORNEY OF THE CITY OF BEDFORD, AUTHORIZING THE CITY MANAGER TO ENTER INTO A FOUR-YEAR FINANCE CONTRACT/LEASE-TO-PURCHASE AGREEMENT WITH GOVERNMENT CAPITAL CORPORATION FOR THE PURPOSE OF FINANCING SEVEN 2017 REPLACEMENT PATROL VEHICLES RESULTING IN AN ANNUAL PAYMENT OF \$77,916.34. THE VEHICLES WILL BE OBTAINED FROM SAM PACK'S FIVE STAR FORD UTILIZING TEXAS SMARTBUY CONTRACT – STATE OF TEXAS 071-072-AT 2014.

WHEREAS, the City Council of Bedford, Texas determines the necessity to replace seven patrol vehicles with funds approved in the FY 2016/2017 budget; and,

WHEREAS, the Finance Contract, by and between the City of Bedford and Government Capital Corporation, is designated by the City of Bedford as a “qualified tax exempt obligation” for the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended; and,

WHEREAS, the City Council of Bedford, Texas determines that to meet public safety demands and reduce maintenance costs, seven existing front line police vehicles must be replaced.

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, contingent upon the approval of the Attorney of the City of Bedford, the City Manager is hereby authorized to enter into a four-year finance contract/lease-to-purchase agreement with Government Capital Corporation for the purpose of financing seven 2017 replacement patrol vehicles resulting in an annual payment of \$77,916.34. The vehicles will be obtained from Sam Pack's Five Star Ford utilizing Texas Smartbuy Contract – State of Texas 071-072-at 2014.

PRESENTED AND PASSED this 25th day of October, 2016 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

**CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT**

Cars and Light Trucks

Team Members -- Kevin Moore - Ruben Santana - Grace Torres - Jorge Guerra - Alan Rosner

Contract Name: State of Texas 071-072-AT 2014 - Texas Smartbuy Contract

End User: BEDFORD PD Sam Pack's Rep: KEVIN MOORE  
 Contact: JAMES PITTMAN Date: 2.9.16/REVISED 9.19.16  
 Contact TN/Email: James.Pittman@bedfordtx.gov Phone # 817-952-2423

Product Description: 2017 Ford Police Interceptor Utility (ORDER UNIT) Exterior Color / Interior: BLACK

A. Bid Series: 466BLE K8A (PATROL UNIT) Base Price: **\$ 23,912.13**

**B. Published Options (Itemize Each Below)**

Code	Description	Bid Price	Code	Description	Bid Price
99R/44C	3.7L V6 / Automatic Transmission	Included			
500A	Air Conditioning	Included			
500A	All Std PI SUV Trim Equipment	Included		<b>PATROL UNIT</b>	
500A	Vinyl Floors	Included			
500A	Rear View Mirror w/ Rear View Camera	Included			
500A	Power Equipment Group	Included			
500A	Cruise Control	Included			
711 / 942	Daytime Running Lights	Included			
500A	AM/FM/CD	Included			
17A	Aux Climate Control	\$ 610.00			
500A	Full Size Spare	Included			
9W	Rear Vinyl Seats	Included			
<b>Total of B. - Published Options</b>					<b>\$ 610.00</b>

**C. Ford Factory Published Options**

Code	Description	Bid Price	Code	Description	Bid Price
	KEY ALIKE	\$ 60.00	47A	ENGINE IDLE SYSTEM	\$ 260.00
549	Power/Heated Mirrors	\$ 60.00			
51R	Driver Side LED Spot Light	\$ 395.00			
18W	Rear Power Window Delete	\$ 25.00			
68G	Rear Door Handle And Locks Inop.	\$ 35.00			
86P	Pre-Drilled Front LED Holes	\$ 125.00			
60A	Wiring Grill/Lamp/Siren/Speakers	\$ 50.00			
60R	Noise Suppression Bond Straps	\$ 100.00			
76R	Reverse Sensing System	\$ 275.00			
17T	Cargo Dome Lamp - Red/ White	\$ 50.00			
86L	Auto Headlamp	\$ 115.00			
21L	FRONT AUX LIGHTS	\$ 550.00			
<b>Total of C. - Dealer Published Options</b>					<b>\$ 2,100.00</b>

**D. Fleet Quote**

Code	Description	Bid Price	Code	Description	Bid Price
	Parts Quote Attached	\$ 16,086.53			
	Installation By DEFENDER SUPPLY	Included			
	<b>PATROL UNIT</b>				
	AFTER MARKET KEYLESS	\$325.00			
<b>Total of D. - Off Menu Options</b>					<b>\$ 16,411.53</b>

All Vehicles ordered are about 90-120 days ARO

F. Delivery Charges	0 Miles @ \$2.45/mile	\$ -
G. Option Discounts		\$ (73.50)
H. Total of A + B + C + D + E = F		\$ 42,960.16
I. Floor Plan Assistance		\$0.00
J. Lot Insurance Coverages		\$0.00
K. Quantity Ordered <u>7</u> X F =		\$ 300,721.12
L. Administrative Fee		\$ -
M. Non-Equip Charges & Credits		\$ -
N. TOTAL PURCHASE PRICE INCLUDING ADMIN FEE		<b>\$300,721.12</b>



# DEFENDER SUPPLY

14535 Aubrey Industrial Park  
Aubrey, TX 76227

## Work Order

Rep	Date	W.O. No.
Matt	9/23/2016	8220

Name / Address
5 Star - Bedford PD

Ship To

Vehicle Options	P.O. No.	Project
Thank you for your business.		

Here?	Item	Description	Location	Qty	Installed?
		2016 Ford Interceptor Utility PATROL UNITS			
	GI-38021	Go Industries push bumper for the 2016+ Interceptor SUV		7	
	WH-48-Legacy...	Whelen Legacy 48" light bar package w/ Whelen siren, speaker, bracket and strap kits. Light bar includes take downs, alleys and R/W/B/W front configuration and R/A/B/A rear configuration			
	WH-C2FS	Whelen Continuum 20" Flood/Spot Push Bumper Take Downs	Push Bumper Take Downs	7	
	WH-M4 KIT-BR...	2 Whelen M4 Lighthead (1 Red, 1 Blue) Mounted on Push Bumper w/Brackets 20" flood in middle			
	WH-IONJ	Whelen IONJ Red/Blue Spilt Head LED's W/Swivel Mounts	Side PB 45&90 Degree	28	
	WH-AVN2RB	Whelen Dual Avenger LED Red/Blue	Rear Side Windows	14	
	WH-TAD8RB + ...	Whelen TAD8RB Traffic Advisor & Mounting Bracket in Red/Amber/Blue - with On/Off Override Kill Switch to Turn Off Light Stick when Rear Liftgate is Opened.			
	WH-OE34UR6	Whelen Outer Edge for 2016+ Ford Interceptor Utility SUV Installed under rear spoiler		7	
	WH-ION-LP	Whelen ION (1) Red & (1) ION Blue Mounted on Rear License Plate Bracket at Rear License Plate			
	WH-VTX609J	Whelen Vertex Hide-away LED, Red/Blue Split	Reverse Lights	14	
	WH-IONR	Whelen Ion with Black Housing - RED	Drvr side grill	7	
	WH-IONB	Whelen Ion with Black Housing - BLUE	Pssnger side grill	7	
	WH-UHF2150A	Whelen Universal Solid State Headlight Flasher		7	
	WH-SSF5150D	Whelen Universal Solid State Tail Light Flasher		7	
	TP-PI-SUV-18...	Troy Products 18" contour console (6" flat, 12" sloped) for the PI SUV. Includes arm rest, cup holder and mic clip.			



# DEFENDER SUPPLY

14535 Aubrey Industrial Park  
Aubrey, TX 76227

## Work Order

Rep	Date	W.O. No.
Matt	9/23/2016	8220

Name / Address
5 Star - Bedford PD

Ship To

Vehicle Options	P.O. No.	Project
Thank you for your business.		

Here?	Item	Description	Location	Qty	Installed?
	HV-PKG-PSM-153	Havis standard CPU mounting system (no holes/no docking station) for 2013+ Interceptor SUV		7	
	PG-Intercept...	Pro-Gard Prisoner Partition with Recessed Panel and Lower Kick Panel - Ford Utility Police Interceptor			
	PG-S4705UINT...	Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier, and Outboard Seat Belts		7	
	SE-GK11211B1...	Dual T rail mount: (1) 1080 E Blac Rac, (1) XL universal lock		7	
	SE-Free Stan...	Setina Free-Standing Single Weapon Lock - Truck/SUV			
	DS-Wire-Powe...	Defender Supply Wiring Harness, Power Distribution Block and Battery Management System			
	Misc. Shop S...	Misc. Shop Supplies		7	
	Shipping	Shipping of Above Emergency Parts for Upfit		7	
	Installation	Installation of Above Emergency Equipment		280	
		CUSTOMER SUPPLIED Radio: Two Piece Motorola 05 Radar: Stalker Dual SL Video: Watchguard 4RE Docking Station: Getac B300 Docking Station with No RF			
	WH-LINSV2R	Whelen V-Series Combination Warning Light and Puddle Light - Red		7	
	WH-LINSV2B	Whelen V-Series Combination Warning Light and Puddle Light		7	
	WH-LSVBKT34	Whelen LINSV Mirror Mounting Kit for Ford Interceptor Utility - (one Pair)		7	
	Graphics-Des...	Design and Install Graphics		7	
	PG-WB47NPUINT13	2013 Ford Interceptor Utility -Pair, Steel Window Barrier (for use with O.E.M. door panels only)		7	
	JO-425-3817	Magnetic mic clip - 5 pack Texas Government or Municipality - No Sales Tax		7	



**GOVERNMENT CAPITAL**

**CORPORATION**

345 Miron Drive Southlake Texas 76092 (800) 883-1199

Thursday, October 13, 2016

Lt. James Pittman  
Bedford Police Department  
2121 L. Don Dodson Drive  
Bedford, TX 76021-5832  
817-952-2423

via email: [James.Pittman@bedfordtx.gov](mailto:James.Pittman@bedfordtx.gov)

RE: Seven (7) 2016 Ford Police Interceptor(s)

James,

Thank you for the opportunity to present proposed financing for the Bedford Police Department.

FINANCING STRUCTURE:	Tax-Exempt Finance Agreement
ISSUER:	City of Bedford
PROJECT AMOUNT:	\$ 300,721.12
PAYMENT TERM:	<u>4 Payments</u>
INTEREST RATE:	2.07 % (fixed)
PAYMENT AMOUNT:	\$77,916.34/Yr.
FIRST PAYMENT DUE:	Three (3) months after signing/closing, annually thereafter

Closing costs of .0175-.02 will be assessed at the time of closing/signing and may be rolled into this transaction. Costs include all expenditures associated with this transaction - administrative, issuance, documentation & underwriting.

The above proposal is subject to credit analysis, mutually acceptable documentation and assumes this to be a bank qualified transaction. The terms outlined herein are subject to change and rates will be set twenty-four (24) days prior to funding.

Our finance programs are extremely flexible and our goal is total customer satisfaction. If you have any questions or wish to consider other payment terms, frequencies or conditions, please contact me toll free at (800) 883-1199 x124.

With Best Regards,

*Joshua Rosser*

Joshua Rosser  
Client Services, Public Finance

*The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC; (i) is acting solely for its own financial and other interest that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.*



# Council Agenda Background

**PRESENTER:** Jeff Gibson, Police Chief

**DATE:** 10/25/16

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

**ITEM:**

Consider a resolution, contingent upon the approval of the Attorney of the City of Bedford, authorizing the City Manager to enter into a four-year Finance Contract/Lease-to-Purchase Agreement with Government Capital Corporation for the purpose of financing ten replacement radars resulting in an annual payment of \$5,875.05. The radars will be obtained from Stalker Radar utilizing Contract No. EF04-15 through the Houston-Galveston Area Council.

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

On September 14, 2016, the Bedford City Council passed an ordinance adopting the FY 2016/17 Budget. Funds were allocated within the budget for the purchase of replacement radars for the Patrol Division and replacement laser radars for the Traffic Division.

Current radar devices for the Patrol Division range from 18 to 22 years old. These devices have well exceeded the manufacturer’s life expectancy of seven years. Current laser radar devices for the Traffic Division are eight to 15 years old and have also exceeded the manufacturer life expectancy of seven years. Due to the age and high utilization of these devices, the costs of repairs are beginning to increase.

Staff is recommending the financing of ten replacement radars at a total project cost of \$22,675 with a 2.07% fixed rate, resulting in four annual payments of \$5,875.05. The closing cost of this project is packaged with the closing cost of the Finance Contract for the Patrol vehicles. Combining closing costs provides substantial savings for the City.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution, contingent upon the approval of the Attorney of the City of Bedford, authorizing the City Manager to enter into a four-year Finance Contract/Lease-to-Purchase Agreement with Government Capital Corporation for the purpose of financing ten replacement radars resulting in an annual payment of \$5,875.05. The radars will be obtained from Stalker Radar utilizing Contract No. EF04-15 through the Houston-Galveston Area Council.

**FISCAL IMPACT:**

Patrol Instruments & Apparatus:	\$7,700.00
Annual Payment:	\$5,875.05
Balance:	\$1,824.95

**ATTACHMENTS:**

Resolution
Quote
Proposal – Government Capital

RESOLUTION NO. 16-

A RESOLUTION, CONTINGENT UPON THE APPROVAL OF THE ATTORNEY OF THE CITY OF BEDFORD, AUTHORIZING THE CITY MANAGER TO ENTER INTO A FOUR-YEAR FINANCE CONTRACT/LEASE-TO-PURCHASE AGREEMENT WITH GOVERNMENT CAPITAL CORPORATION FOR THE PURPOSE OF FINANCING TEN REPLACEMENT RADARS RESULTING IN AN ANNUAL PAYMENT OF \$5,875.05. THE RADARS WILL BE OBTAINED FROM STALKER RADAR UTILIZING CONTRACT NO. EF04-15 THROUGH THE HOUSTON-GALVESTON AREA COUNCIL.

WHEREAS, the City Council of Bedford, Texas determines the necessity to replace current radar devices through the FY 2016/17 budget; and,

WHEREAS, the Finance Contract, by and between the City of Bedford and Government Capital Corporation, is designated by the City of Bedford as a "qualified tax exempt obligation" for the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended; and,

WHEREAS, the City Council of Bedford, Texas determines the necessity of providing replacement radars due to age, usage and cost of repairing to current devices; and,

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, contingent upon the approval of the Attorney of the City of Bedford, the City Manager is authorized to enter into a four-year Finance Contract/Lease-to-Purchase agreement with Government Capital Corporation for the purpose of financing ten replacement radars resulting in an annual payment of \$5,875.05. The radars will be obtained from Stalker Radar utilizing Contract No. EF04-15 through the Houston-Galveston Area Council.

PRESENTED AND PASSED this the 25th day of October 2016, 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

applied concepts, inc.

2609 Technology Dr.  
Plano, TX 75074  
Phone: 972-398-3780  
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: | Ed Kosanke  
972-801-4818

Reg Sales Mgr: | Dave Lowry  
972-801-4850

Page 1 of 1

Date: 09/16/16

Effective From : 02/02/2016

Valid Through: 11/23/2016

Lead Time: 21 working days

<b>Bill To:</b> Bedford Police Dept 2121 L Don Dodson Dr Bedford, TX 76021-5832	<b>Customer ID:</b> 760211  Accounts Payable	<b>Ship To:</b> Bedford Police Dept 2121 L Don Dodson Dr Bedford, TX 76021-5832	<i>UPS Ground</i>  Lieutenant James Pittman
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	10	805-0022-00	Dual - 2 Antenna Radar System	36	\$2,250.00	\$22,500.00
	<b>Ln</b>	<b>Qty</b>	<b>Part Number</b>	<b>Description</b>	<b>Price</b>	<b>Ext Price</b>
	1	10	200-0998-00	Dual Enhanced Counting Unit, 1.5 PCB		\$0.00
	2	10	200-0996-30	Dual Modular Display,Bright LEDs		\$0.00
	3	20	200-0326-35	Dual Ka-band Antenna		\$0.00
	4	10	200-0920-00	Dual SL Remote Control w/Screw Latch		\$0.00
	5	10	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
	6	10	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
	7	10	200-0243-00	Counting/Display Tall Mount		\$0.00
	8	10	200-0244-00	Antenna Dash Mount		\$0.00
	9	10	200-0245-00	Antenna Tall Deck Mount		\$0.00
	10	10	200-0648-00	Display Sun Shield		\$0.00
	11	10	155-2055-08	Antenna Cable, 8 Ft		\$0.00
	12	10	155-2055-20	Antenna Cable, 20 Ft		\$0.00
	13	10	155-2283-50*	CAN/VSS Power Cable		\$0.00
	14	10	200-0820-00	Dual Manual Kit		\$0.00
	15	10	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
	16	10	060-1000-36	36 Month Warranty		\$0.00
	17	10	155-2211-00	Remote Display Interconnect Cable	\$0.00	\$0.00
<b>Group Total</b>						<b>\$22,500.00</b>

Product	\$22,500.00	Sub-Total:	\$22,500.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$175.00
		<b>Total:</b>	<b>\$22,675.00</b>

Stalker Dual-SL Radar Package

001

Monthly rental fee for 6 Dual-SL packages is \$375.00/Mo. for 36 Mo. Please see the attached brochure on our rental and leasing programs!

Available for purchase on H-GAC Contract No. EF04-15

3 year warranty - Extended warranties available

Any questions? Contact Ed Kosanke at 972.801.4818 or Dave Lowry at 903.556.0116



## GOVERNMENT CAPITAL

CORPORATION

345 Miron Drive Southlake Texas 76092 (800) 883-1199

Thursday, October 13, 2016

Lt. James Pittman  
Bedford Police Department  
2121 L. Don Dodson Drive  
Bedford, TX 76021-5832  
817-952-2423

via email: [James.Pittman@bedfordtx.gov](mailto:James.Pittman@bedfordtx.gov)

RE: Radar system(s) & related equipment

James,

Thank you for the opportunity to present proposed financing for the Bedford Police Department.

FINANCING STRUCTURE:	Tax-Exempt Finance Agreement
ISSUER:	City of Bedford
PROJECT AMOUNT:	\$ 22,675.00
PAYMENT TERM:	<u>4 Payments</u>
INTEREST RATE:	2.07 % (fixed)
PAYMENT AMOUNT:	\$5,875.05/Yr.
FIRST PAYMENT DUE:	Three (3) months after signing/closing, annually thereafter

The above proposal is subject to credit analysis, mutually acceptable documentation and assumes this to be a bank qualified transaction. The terms outlined herein are subject to change and rates will be set twenty-four (24) days prior to funding. Note: This proposal is intended as a package with the \$300,721.12 ford interceptor financing. Any separation or changes will require transaction restructuring.

Our finance programs are extremely flexible and our goal is total customer satisfaction. If you have any questions or wish to consider other payment terms, frequencies or conditions, please contact me toll free at (800) 883-1199 x124.

With Best Regards,

*Joshua Rosser*

Joshua Rosser  
Client Services, Public Finance

*The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC; (i) is acting solely for its own financial and other interest that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.*



# Council Agenda Background

**PRESENTER:** Kenny Overstreet, Public Works Director      **DATE:** 10/25/16

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

**ITEM:**

Consider a resolution authorizing the City Manager to reject the bids for the Bedford Court East (Brown Trail to Dora Street) Paving Improvement Project.

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

For the last several years, Bedford Court East (Brown Trail to Dora Street) has shown significant street failure, warranting total reconstruction due to the large amount of damage to the pavement. In 1999, the street was repaved using the recycling process, and then crack sealed in 2002. Upon recent inspection, Bedford Court East was found to have a large amount of linear cracking, ditch line and subgrade failures.

On February 9, 2016, Elder Engineering, Inc. was awarded a Professional Services Contract in the amount of \$43,580 for design services for reconstruction of Bedford Court East (Brown Trail to Dora Street). The contract included the reconstruction of the street, replacement of four accessibility ramps, drive approaches, adjusting four sanitary sewer manholes to grade, the relocation and adjustment of water meters, plus a \$30,000 construction contingency allowance.

On September 8, 2016, a bid opening was held for the construction of this project. A total of four contractors submitted bids. McClendon Construction Company, Inc. submitted the lowest qualifying bid in the amount of \$472,900. The highest bid received was \$606,603.08 and the average bid was \$545,720.77. The Engineers' Opinion of Probable Cost for this project was \$350,000. This amount is approximately \$122,900 higher than the estimated amount due to the high demands for concrete, causing an overall shortage in the DFW area.

The Street Improvement Economic Development Committee (SIEDC) held a special meeting on October 11, 2016 to determine if all bids should be rejected or additional funding approved for the project. The SIEDC made the decision to reject all bids and combine the Bedford Court East reconstruction project with a project that will bid in early 2017.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to reject the bids for the Bedford Court East (Brown Trail to Dora Street) Paving Improvement Project.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. 16-**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO REJECT THE BIDS FOR THE BEDFORD COURT EAST (BROWN TRAIL TO DORA STREET) PAVING IMPROVEMENT PROJECT.**

**WHEREAS, the four sealed bids received on September 8, 2016 have been reviewed by City staff and it is determined that the lowest bid was significantly above the budgeted amount for the project; and,**

**WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to protect the vitality of neighborhoods, and that the project is to be combined with another project and rebid at a future date.**

**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 in their entirety.**

**SECTION 2. That the City Manager is hereby authorized to reject the bids for the Bedford Court East (Brown Trail to Dora Street) Paving Improvement Project.**

**PRESENTED AND PASSED this 25th day of October 2016, 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:** Kenny Overstreet, Public Works Director

**DATE:** 10/25/16

**Council Mission Area:**

Be responsive to the needs of the community.

**ITEM:**

Consider a resolution authorizing the City Manager to approve the replacement of three traffic signal poles in the amount of \$26,780 through Durable Specialties, Inc.

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

During routine preventive maintenance, staff located two traffic signal poles that were damaged by hit and run accidents. The two poles are located on the southwest corner of Bedford Road at Central Drive and the northeast corner of Central Drive at L. Don Dodson Drive.

Another traffic signal pole on the northwest corner of Bedford Road at Central Drive was hit by a truck that was left on the scene. After investigation by the Bedford Police Department, it was concluded that the truck had been stolen, so no claim was filed with the owner's insurance company.

Staff has determined that the damage to all three of the traffic signal poles affects their integrity and they need to be replaced.

If approved, the funding would be paid from the 2011 General Obligation Bond in the amount of \$26,780.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to approve the replacement of three traffic signal poles in the amount of \$26,780 through Durable Specialties, Inc.

**FISCAL IMPACT:**

2011 General Obligation Bond:	\$43,197
Pole Replacement Cost:	<u>\$26,780</u>
Difference:	\$16,417

**ATTACHMENTS:**

Resolution  
Quote

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE THE REPLACEMENT OF THREE TRAFFIC SIGNAL POLES IN THE AMOUNT OF \$26,780 THROUGH DURABLE SPECIALTIES, INC.

WHEREAS, the City Council of Bedford, Texas has determined that replacement of the three traffic poles is necessary to be responsive to the needs of the community.

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 their entirety.

SECTION 2. That the City Manager is hereby authorized to approve the replacement of three traffic signal poles through Durable Specialties, Inc.

SECTION 3. That the cost of said purchase shall be paid from the 2011 General Obligation Bond in the amount of \$26,780.

PRESENTED AND PASSED this 25th day of October 2016, 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

# DURABLE SPECIALTIES, INC.

## BID PROPOSAL

THE CITY OF BEDFORD  
1813 RELIANCE PARKWAY  
BEDFORD, TEXAS 76021

ATTN: BILL LANKFORD  
817.952.2231 P  
817.952.2240 F  
[BILL.LANKFORD@CLBEDFORD.TX.US](mailto:BILL.LANKFORD@CLBEDFORD.TX.US)

DATE: AUGUST 15TH 2016  
OWNER: THE CITY OF BEDFORD  
PROJECT: TRF SIG MODIFY  
LOCATION: CENTRAL AT BEDFORD

ITEM#	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
<b>CENTRAL AT BEDFORD</b>					
1	TRAFFIC CONTROL & MOBILIZATION	1.00	LS	\$ 2,110.00	\$ 2,110.00
2	USED 36' MAST ARM POLE	2.00	LF	\$ 2,620.00	\$ 5,240.00
3	REMOVE & SALVAGE EXISTING SIGNAL POLE	2.00	EA	\$ 925.00	\$ 1,850.00
4	RELOCATE EXISTING SIGNAL HEAD	6.00	EA	\$ 750.00	\$ 4,500.00
5	RELOCATE EXISTING SIGNS	2.00	EA	\$ 200.00	\$ 400.00
6	RELOCATE EXISTING PED SIGNAL HEAD	4.00	EA	\$ 285.00	\$ 1,140.00
7	RELOCATE EXISTING PED PUSH BUTTON	4.00	EA	\$ 100.00	\$ 400.00
8	RELOCATE EXISTING VIVDS CAMERA	2.00	EA	\$ 390.00	\$ 780.00
9	RELOCATE EXISTING OPTICOM DETECTOR	2.00	EA	\$ 360.00	\$ 720.00
10	RELOCATE EXISTING LUMINAIRE	0.00	EA	\$ 350.00	\$ -
11	ELC SRV TY D 120/240 060 NS AL E PS U	0.00	EA	\$ 5,600.00	\$ -
12	CONDT (PVC)(SCH 40)(2")	15.00	LF	\$ 9.00	\$ 135.00
13	TIE INTO/SPLICE AT EXISTING PULL BOX	1.00	EA	\$ 475.00	\$ 475.00
14	ELEC CONDR (NO.6) BARE	15.00	LF	\$ 1.00	\$ 15.00
15	ELEC CONDR (NO.6) INSULATED	30.00	LF	\$ 1.00	\$ 30.00
<b>TOTAL</b>					<b>\$ 17,795.00</b>

NOTE: 1) CONCRETE REMOVAL AND REPLACE IS EXCLUDED.  
2) PROPOSED SIGNAL POLES ARE USED AND TO BE APPROVED BY THE CITY OF BEDFORD PRIOR TO INSTALLATION.

SUBMITTED BY:

ACCEPTED BY:

PATRICK C. BRYAN

*Price Excludes Pavement Markings, Sidewalk/Wheelchair ramps, Bonding, Stake-out, Concrete Testing, Temporary Signals, Field Engineering, Foundation Removal*

*Durable will not provide primary or non-contributory insurance, or hold others harmless for their actions.*

*Price Includes all labor and materials, sales tax for construction equipment only and insurance for items of work quoted*

*Construction barricades are excluded unless they are listed above*

*Please allow 120 days for signal poles. (If poles are included)*

**PAYMENT IN FULL (NO RETAINAGE) IS DUE UPON COMPLETION OF WORK FOR CONTRACTS UNDER \$10,000.00.**

**QUOTED UNIT PRICES ARE VALID FOR 45 DAYS FROM DATE OF BID PROPOSAL**

**TERMS AND CONDITIONS STATED ABOVE WILL BE INCLUDED IN ANY SUBSEQUENT CONTRACT**

**P.O. BOX 535969 • GRAND PRAIRIE, TX 75053 • PHONE 972 296 6324 • FAX 972 780 7411**

BED081516 SIG MOD (CENTRAL-BEDFORD) BP

# DURABLE SPECIALTIES, INC.

## BID PROPOSAL

THE CITY OF BEDFORD  
1813 RELIANCE PARKWAY  
BEDFORD, TEXAS 76021

ATTN: BILL LANKFORD  
817.952.2231 P  
817.952.2240 F  
[BILL.LANKFORD@CLBEDFORD.TX.US](mailto:BILL.LANKFORD@CLBEDFORD.TX.US)

DATE: SEPTEMBER 16TH 2016  
OWNER: THE CITY OF BEDFORD  
PROJECT: TRF SIG MODIFY AT 3 LOCATIONS  
LOCATION: CENTRAL AT L DON DODSON

ITEM#	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
<b>CENTRAL AT L DON DODSON</b>					
1	TRAFFIC CONTROL & MOBILIZATION	1.00	LS	\$ 1,875.00	\$ 1,875.00
2	USED 32' MAST ARM POLE W/LUM	1.00	LF	\$ 2,415.00	\$ 2,415.00
3	REMOVE & SALVAGE EXISTING SIGNAL POLE	1.00	EA	\$ 925.00	\$ 925.00
4	RELOCATE EXISTING SIGNAL HEAD	2.00	EA	\$ 750.00	\$ 1,500.00
5	RELOCATE EXISTING SIGNS	2.00	EA	\$ 200.00	\$ 400.00
6	RELOCATE EXISTING PED SIGNAL HEAD	2.00	EA	\$ 285.00	\$ 570.00
7	RELOCATE EXISTING PED PUSH BUTTON	2.00	EA	\$ 100.00	\$ 200.00
8	RELOCATE EXISTING VIVDS CAMERA	1.00	EA	\$ 390.00	\$ 390.00
9	RELOCATE EXISTING OPTICOM DETECTOR	1.00	EA	\$ 360.00	\$ 360.00
10	RELOCATE EXISTING LUMINAIRE	1.00	EA	\$ 350.00	\$ 350.00
<b>TOTAL</b>					<b>\$ 8,985.00</b>

- NOTE: 1) CONCRETE REMOVAL AND REPLACE IS EXCLUDED.  
2) PROPOSED SIGNAL POLES ARE USED AND TO BE APPROVED BY THE CITY OF BEDFORD PRIOR TO INSTALLATION.

SUBMITTED BY:

ACCEPTED BY:

PATRICK C. BRYAN

*Price Excludes Pavement Markings, Sidewalk/Wheelchair ramps, Bonding, Stake-out, Concrete Testing, Temporary Signals, Field Engineering, Foundation Removal*

*Durable will not provide primary or non-contributory insurance, or hold others harmless for their actions.*

*Price Includes all labor and materials, sales tax for construction equipment only and insurance for items of work quoted*

*Construction barricades are excluded unless they are listed above*

*Please allow 120 days for signal poles. (If poles are included)*

*PAYMENT IN FULL (NO RETAINAGE) IS DUE UPON COMPLETION OF WORK FOR CONTRACTS UNDER \$10,000.00.*

*QUOTED UNIT PRICES ARE VALID FOR 45 DAYS FROM DATE OF BID PROPOSAL*

**TERMS AND CONDITIONS STATED ABOVE WILL BE INCLUDED IN ANY SUBSEQUENT CONTRACT**

**P.O. BOX 535969 • GRAND PRAIRIE, TX 75053 • PHONE 972 296 6324 • FAX 972 780 7411**

BED091616 SIG MOD (CENTRAL-L DON DODSON) BP



# Council Agenda Background

**PRESENTER:** Mike Swanson, Battalion Chief

**DATE:** 10/25/16

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

**ITEM:**

Consider a resolution authorizing the City Manager to purchase replacement motorized fitness equipment for all three Fire Stations through Fit Supply, LLC, in the amount of \$33,717.30, utilizing the State of Texas BuyBoard Purchasing Program.

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

The Fire Department is requesting to purchase three treadmills, three elliptical machines, and three Stairmaster machines to replace the current fitness equipment at all fire stations. The current fitness equipment is 15 years old and has exceeded life expectancy. The equipment has experienced multiple breakdowns and the cost of repairing one unit exceeds the cost of a new unit. Each unit will be heavy duty/commercial and will have a 60-month extended warranty. The service will be provided by the equipment provider Fit Supply, LLC, as stated in the terms and conditions. Funding for the equipment will come from the 2016 Tax Note.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase replacement motorized fitness equipment for all three Fire Stations through Fit Supply, LLC, in the amount of \$33,717.30, utilizing the State of Texas BuyBoard Purchasing Program.

**FISCAL IMPACT:**

Budgeted Amount:	\$33,725.00
Actual Amount:	<u>\$33,717.30</u>
Variance:	\$7.70

**ATTACHMENTS:**

Resolution  
Quote

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE REPLACEMENT MOTORIZED FITNESS EQUIPMENT FOR ALL THREE FIRE STATIONS THROUGH FIT SUPPLY, LLC, IN THE AMOUNT OF \$33,717.30, UTILIZING THE STATE OF TEXAS BUYBOARD PURCHASING PROGRAM.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase replacement fitness equipment for each fire station with the funds from the 2016 Tax Note; and,

WHEREAS, the City Council of Bedford, Texas determines that the purchase of replacement fitness equipment for each fire station would provide safe workout equipment for required City firefighter wellness and fitness programs.

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 purchase the replacement fitness equipment consisting of three treadmills, three elliptical machines, and three stair master machines, including an extended warranty program for 60 months from the date of purchase, in the amount of \$33,717.30, from Fit Supply, LLC, a current Texas BuyBoard vendor.

SECTION 3. That funding in the amount of \$33,717.30 will come from the 2016 Tax Note.

PRESENTED AND PASSED this 25th day of October 2016, 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



Fit Supply, LLC :

Prepared for: Bedford Fire Department

By Ryan Freeman

March 30, 2016

**Room Design | Key Account Pricing | Trade-ins | Installation**  
**CARDIO | STRENGTH CIRCUITS | FREE WEIGHTS | ACCESSORIES**





Fit Supply, LLC  
 1421 Avenue R  
 Grand Prairie, TX 75050  
 Fax: 866-441-3607

Date: March 30, 2016

**Proposal # 5848**

<b>BILL TO:</b> <b>Bedford Fire Department</b> Mike Swanson 1816 Bedford Road Bedford, TX 76021 UNITED STATES	<b>SHIP TO:</b> <b>Bedford Fire Department</b> 1861 Bedford Road Bedord, TN 76021 UNITED STATES Phone: (817) 952-2540 Email: mike.swanson@ci.bedford.tx.us
--	--

Account Manager	Payments Terms	Customer PO #	Trade In	Req. Ship Date
Ryan Freeman	NET 30			03/30/2016

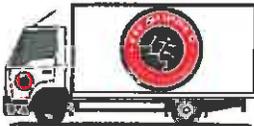
Qty	Item	Product Description	MSRP	Unit Price	Total
3	Spirit-850813	Spirit Fitness CT850 Treadmill - 4hp motor - Heavy duty deck with 3" rollers - Turbo cooling fan - 0.5 to 12 mph - Incline 0 – 15% - User capacity 450lbs - Warranty: Lifetime Frame, 5 years Motor, Deck and Parts, 2 years labor	\$ 4,199.00	\$ 2,925.00	\$ 8,775.00
					
3	MTX-E3x	Matrix Fitness E3x Suspension Elliptical - Self Generating - Alphanumeric LED with profile display, Time, distance (kilometers or miles), calories, calories per hour, level, speed, RPM, heart rate, METs, Watts, Profile - 21" stride length - 400lb user capacity - Warranty: 3 Years Parts and 3 Year Labor 90 day Wear item parts	\$ 5,995.00	\$ 3,247.50	\$ 9,742.50
					

I accept the terms and conditions of this quotation:

Initial: \_\_\_\_\_

Page | 1 of 4

**Proposal #5848**

Qty	Item	Product Description	MSRP	Unit Price	Total
3	SMR-155015-D1	StairMaster FreeClimber - D-1 Console - Backlit LCD - Warranty Standard: 3 years parts/labor Dues Paying Facility: 2 years parts/ 1 Year Labor	\$ 4,799.00	\$ 2,991.60	\$ 8,974.80
					
9	Freight Options-Inbound Freight	Inbound Freight From Vendor  \$225 per machine	\$ 75.00	\$ 225.00	\$ 2,025.00
					
3	C Turn-Key Installation 1-10	Business Turn Key Installation Business Turn Key Installation: Includes professional installation, assembly, product testing and debris removal.  \$350 Per location	\$ 350.00	\$ 350.00	\$ 1,050.00
					
9	SWF-FITBCFE6004000LD	Extended Warranty Light Commercial Labor Only 60mths. Extended Warranty Light Commercial Labor Only 60mths. \$3,000-\$3,999.99 Extends warranty to 5 years parts and labor on all cardio products	\$ 229.99	\$ 350.00	\$ 3,150.00

**Subtotal: \$ 33,717.30**  
**Tax: \$ 0.00**  
**Total: \$ 33,717.30**

I accept the terms and conditions of this quotation: Initial: \_\_\_\_\_

Page | 2 of 4

## Terms & Conditions

**AGREEMENT:**

The executed or accepted product Proposal and these Terms and Conditions of Sale constitutes a Sales Agreement (hereinafter, "Agreement") between Fit Supply, LLC, a Texas limited liability company (hereinafter, "Fit Supply"), and Buyer, as set forth herein on the Agreement, for the purchase of the products and services listed hereinabove. Fit Supply's sales representatives do not have authority to change or modify the terms and conditions of this Agreement.

**PURCHASE ORDER:**

Buyer may provide Buyer's standard form of purchase order to place orders for products and services, but any terms and conditions on such standard form which are in addition to or inconsistent with the terms and conditions of this Agreement will be deemed stricken from such order. If Buyer provides its standard form of purchase order to place an order and prefers for any of its terms and conditions to be effective, Buyer shall deliver a written statement setting forth those terms and conditions that are different than those appearing herein prior to executing this Agreement for Fit Supply to consider. If Buyer executes this Agreement, Buyer agrees to all of Fit Supply's terms and conditions. All product or service orders shall be made or confirmed in writing and are subject to acceptance by Fit Supply. The Buyer shall be responsible for all costs and fees incurred by Fit Supply for refused shipments including freight and insurance costs. Orders cancelled after executing this Agreement will be subject to a cancellation fee of twenty-five percent (25%) of the total price listed on the proposal.

**PRICES:**

The prices provided herein to Buyer for all products and services shall be valid for thirty (30) days from the date listed on the proposal unless executed. Buyer shall be responsible for all sales, use, or other taxes, applicable to Buyer's purchase of products and/or services. Buyer shall pay such taxes when invoiced by Fit Supply or shall supply appropriate tax exemption or resale certificates. Buyer is also responsible for any domestic or foreign forwarding agent or brokerage fees, duties, or other fees and any export licenses which may be necessary to export the products. Fit Supply reserves the right to correct any clerical or mathematical errors at any time.

**CUSTOM PRODUCT:**

Fit Supply requires a non-refundable one-hundred percent (100%) down payment for all custom products. An executed Agreement containing custom products contractually obligates the Buyer to take delivery. Custom orders cannot be cancelled and may not be rescheduled without the prior approval of a corporate officer of Fit Supply, which may be withheld at the sole and absolute discretion of Fit Supply. All custom orders may have an upcharge to be determined by Fit Supply.

**SHIPMENTS:**

F.O.B. shipping point shall be Fit Supply's warehouse or the manufacturer's warehouse if shipped directly to the customer unless otherwise specified. Risk of loss with respect to Fit Supply products shall pass to Buyer at the time of delivery of the products to the carrier for shipment or upon pickup from Fit Supply's warehouse if Buyer arranges for pickup. The Buyer assumes all risk involved in the transportation and handling of the equipment or goods once it has left Fit Supply's or manufacturer's warehouse, including, but not limited to, damage during shipment. The Buyer is advised that inspection should be made of any equipment or goods before accepting delivery. Acceptance of delivery constitutes acceptance of goods and equipment. The Buyer must file its own claim for any type of damages directly with the carrier in the event of any loss or damage during transportation, and must make payment for any equipment or goods purchased from Fit Supply regardless of any dispute the Buyer may have with any carrier or agents. Fit Supply will attempt in good faith to ship on or before any scheduled shipment date. Buyer acknowledges that Fit Supply may, from time to time, be subject to manufacturer production or shipping delays as well as its own in house production or shipping delays. In such event, Buyer agrees that Fit Supply may, in its sole discretion, allocate distribution of Fit Supply's products among its customers, notwithstanding the effect such allocation may have on Buyer's outstanding orders, and Fit Supply will not be liable for any damages, however described or arising, for a good faith failure to fill any order or for delay in meeting a scheduled shipment date. Fit Supply may provide reasonable notice to Buyer regarding any material delay in shipment. Fit Supply may make partial shipments of Buyer's orders. Such partial shipments shall be separately invoiced and paid for when due, without regard to subsequent shipments. Delay in shipment or delivery of any particular installment shall not alone relieve Buyer of its obligation to accept subsequent installments. Fit Supply may provide reasonable notice to Buyer in the event of material delays in connection with partial shipment of any order. Fit Supply will use its best efforts to deliver as specified, but in no event will Fit Supply be liable for any damages, consequential or otherwise, arising from any failure of Fit Supply to meet any delivery date.

**RETURNS:**

Any Custom Products and/or Customer modified Standard Products ordered from Fit Supply cannot be cancelled or returned. Credit may be issued only on those items that are stock items of standard manufacture and in new, salable condition in the original packaging or in unused condition, when return is authorized in advance by Fit Supply. All returns shall be at the expense and risk of the Buyer and subject to a twenty-five (25%) restocking charge of the original purchase price.

**WARRANTY:**

BUYER AGREES THAT THE PRODUCTS OR GOODS BEING PURCHASED ARE "AS IS" UNLESS OTHERWISE STATED. ALL NEW EQUIPMENT PURCHASED FROM FIT SUPPLY WILL CARRY ITS OWN LIMITED WARRANTY FROM THE MANUFACTURER. FIT SUPPLY REMANUFACTURED USED PRODUCTS WILL HAVE A NINETY (90) DAY PARTS AND LABOR WARRANTY AND CLEANED AND SERVICED OR REFURBISHED USED PRODUCTS WILL HAVE A THIRTY (30) DAY PARTS AND LABOR WARRANTY. ANY SUCH WARRANTY MENTIONED HEREIN ABOVE SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES BY FIT SUPPLY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY FIT FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY. FIT SUPPLY SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT FOR ANY DAMAGES SUFFERED BY BUYER OR ANY THIRD PARTY INCLUDING, BUT NOT LIMITED TO DAMAGES FOR PERSONAL INJURIES OR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF FIT SUPPLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**INSTALLATION:**

The Buyer may choose to contract with Fit Supply to install the purchased products. Installation will be done in a workmanlike manner. At the time the order is placed, the Buyer will provide Fit Supply with a specific installation date and a site survey. If Buyer does not have a specific installation date, Fit Supply will contact Buyer with an install date. Fit Supply will make reasonable commercial efforts to install the product on or before the installation date. Product held more than ten (10) days after the installation date at the Buyer's request will be subject to a storage fee. Product held more than thirty (30) days past the installation date at the Buyer's request will be subject to a ten percent (10%) restocking fee as well as a storage fee.

Fit Supply is not liable for any damage to existing driveways or other driving surfaces that may result from our delivery trucks, which can weigh up to 12,000 lbs. By executing this Agreement, you agree to notify FS prior to delivery if you are aware of conditions that are likely to result in damage to any driveway or other driving surfaces where our trucks must travel to deliver the equipment. You will be responsible for all damage done to any driveway or other driving surface. Delivery is available from the street at an additional cost.

**PAYMENT:**

Payment terms for installations are 50% down and 50% due upon delivery unless the terms state otherwise in the proposal. All shipped orders must be paid in full prior to shipping. Upon order acceptance, alternate payment terms may be established per Buyer's request subject to Fit Supply's normal credit approval process. Fit Supply must receive the 50% down payment prior to any product being ordered and the final invoice must be paid prior to or on the date of shipment or installation. All invoices not paid when due shall bear interest at 1.5% per month or the highest rate allowed by law until paid in full. Fit Supply reserves the right to exercise any of its lawful remedies if Buyer does not make payment when due. Without limiting the provisions of the immediately preceding sentence, Buyer's failure to pay any invoice for the products and/or services when due shall entitle Fit Supply to delay shipment of orders placed by Buyer and, at Fit Supply's option, to cancel any pending orders placed by Buyer. Fit Supply shall have the right to offset and deduct from any amounts due Buyer on all sums owing from Buyer to Fit Supply, if applicable. To secure the payment and performance of all obligations due and owing from Buyer to Fit Supply hereunder, Buyer hereby grants Fit Supply a Uniform Commercial Code purchase money security interest in products purchased from Fit Supply hereunder and the proceeds therefrom. This Agreement constitutes a security agreement between Buyer, as debtor, and Fit Supply, as secured party, under the Uniform Commercial Code, and Fit Supply has the rights and remedies of a secured party hereunder. Buyer hereby appoints Fit Supply as its attorney in fact to execute such financing statements as may be required, from time to time, to perfect the security interest granted herein. Fit Supply may, upon default from Buyer, require Buyer to assemble the products and to make them legally available to Fit Supply for repossession, including reasonable access to the facilities of Buyer, and Fit Supply shall be entitled to all reasonable expenses of repossession, including reasonable attorney's fees incurred in connection therewith. There will be a \$50.00 service charge for each returned check.

**TERMINATION:**

Buyer may not terminate this Agreement except by giving Fit Supply written notice prior to delivery. Upon termination, Buyer will be obligated to pay Fit Supply a cancellation fee of twenty-five percent (25%) of the value of the proposal.

**USED EQUIPMENT CONDITIONS:**

AS IS: No service or repairs will be done to the machine. No warranty is provided with "as is" products.

Cleaned and Serviced (Refurbished): Entails a process of returning a used product to a satisfactory working condition. The unit is cleaned and all moving/wear components are inspected and either lubricated, cleaned, calibrated, or replaced if not functional. We will not address any cosmetic issues on the product so your product may have cosmetic blemishes, signs of wear, scratches, discoloration, worn displays, etc. If you are looking to purchase a commercial machine that functions well but you are not concerned with the cosmetic appearance of the product, this is the condition for you. Products sold in this condition are eligible for a 30 day parts and labor warranty, which can be purchased separately.

Remanufactured: Entails a process of returning a used product to a "like new" condition by painting the frame, replacing all wear components with new parts, and calibrating for optimum performance. The unit will perform and look "like new" and comes with a 90 day parts and labor warranty. If you are concerned with the cosmetic appearance of the product, then this is the condition you need to purchase. We also offer custom color options on all remanufactured products so please ask for more details.

**ELECTRICAL REQUIREMENTS:**

Treadmills: 110V treadmills require the use of a 100125vac, 5060Hz, 20amp dedicated circuit (2.5KW maximum). The outlet should be a NEMA 5-20R. The hot, neutral, and ground must all be independently isolated (not looped or tied to other circuits). Ellipticals and Bikes: 110V Televisions attached: 110V.

Customer has chosen to pickup the equipment listed herein from Fit Supply's warehouse. Customer understands that in doing so, the equipment will have NO WARRANTY and the customer is picking up the equipment at his/her own risk. Customer agrees that by signing this document that he/she has tested the equipment and it is in good working order. Customer agrees that Fit Supply will not be liable for the condition or the functionality of the equipment or for any injuries that may occur in transporting the equipment or from use of the equipment once it leaves the Fit Supply warehouse. Customer acknowledges that Fit Supply does offer a delivery service and will offer a warranty with such service, but Customer has declined such service.

**MISCELLANEOUS:**

Force Majeure: Delivery dates as set forth in any sales order or any confirmation thereof shall be determined to be estimates only. Fit Supply shall not be liable for delays in performance of any of its obligations under this Agreement if such failure is caused by the occurrence of any contingency beyond its reasonable control, including, but not limited to, acts of God, strikes and other industrial disturbances, failure of raw material vendors, terrorism, failure of transport, accidents, wars, riots, insurrections, or orders of government agencies. Performance shall be resumed as soon as possible after cessation of such cause.

Waiver: No failure or delay on the part of either party in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in writing signed by the party granting such waiver.

Notice: Except as specified herein, all notices, communications and reports required or permitted pursuant to this Agreement shall be in writing, and the same shall be given and shall be deemed to have been delivered and received on the date served, if personally delivered, and three (3) days after mailing, if placed in the United States Mail, postage prepaid, certified mail addressed to the parties at the address set forth below or at such other addresses as may be specified hereafter in writing in accordance with this Section.

Severability: In the event that any one or more of the provisions or parts of any provision, contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any aspect by a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision, or part of any provision, had never been contained herein.

Applicable Law; Personal Jurisdiction; Venue: This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by the laws of the State of Texas. All parties to this Agreement agree to submit to personal jurisdiction in the County of Tarrant, State of Texas, United States of America. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in the applicable Federal or state court in the County of Tarrant, State of Texas, United States of America.

Section Headings: The section headings contained herein are for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

Bankruptcy: In the event of any voluntary proceedings in bankruptcy or insolvency by or against Buyer, or in the event of the appointment, with or without Buyer's consent, of an assignee for the benefit of creditors or a receiver, Fit Supply shall be entitled to cancel any unfilled part of Buyer's purchase without any liability whatsoever.

Entire Agreement: The entire Agreement between the parties is set forth herein and supersedes all prior discussions and agreements between the parties relating to the subject matter hereof. There are no representations, warranties, covenants, agreements or collateral understandings, oral or otherwise, expressed or implied, affecting this Agreement which are not expressly set forth herein. This Agreement shall not be supplemented or modified by any course of dealing or trade usage.

Attorney's Fees: If any party institutes any action or proceedings, the prevailing party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees (including pre-judgment and post-judgment interest) and costs.

Buyer:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

**Proposal #5848**



January 14, 2016

**Sent Via E-mail: [accounting@fitsupply.com](mailto:accounting@fitsupply.com)**

Ryan Freeman  
Fit Supply, LLC  
1421 Avenue R Suite 244 PMB 225  
Grand Prairie, TX 75050

**Re: *Notice of National Purchasing Cooperative Piggy-Back Award***

**Proposal Name and Number:** Athletic, P.E. and Gymnasium Supplies, Equipment, Heavy Duty Exercise Equipment and Accessories No. 502-16

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 4/1/2016 through 3/31/2017, with two possible one-year renewals.

The National Cooperative membership list is available at our website [www.buyboard.com/vendor](http://www.buyboard.com/vendor). The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

**You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines.** Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by fax (1-800-211-5454) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

**Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.**

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact BuyBoard Procurement Staff at 800-695-2919.

Sincerely,

BuyBoard Procurement Director  
v.12.15





# Council Agenda Background

**PRESENTER:** Bobby Sewell, Deputy Chief

**DATE:** 10/25/16

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

**ITEM:**

Consider a resolution authorizing the Mayor to approve and sign the resolution for an Inter-jurisdictional Emergency Management Program with Tarrant County for the provision of emergency management and disaster relief planning and coordination.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

The Texas Disaster Act of 1975 (Texas Government Code, Chapter 418) allows county and municipal governments to enter into inter-jurisdictional agreements for cooperative emergency management and disaster relief planning.

On February 19, 2008, through Court Order #102522, the Tarrant County Commissioners Court approved the creation of the Tarrant County Office of Emergency Management. The Court Order also stated that the countywide emergency operations plan (EOP) would be jointly maintained by the City of Fort Worth and Tarrant County. This plan defines the roles and responsibilities of the signatory agencies of the Tarrant County Emergency Management Program.

The Commissioners Court is authorized to join with the mayors of the cities in Tarrant County in the formation of an inter-jurisdictional emergency management program and has the duty and authority to coordinate the preparation of the inter-jurisdiction emergency operations plan. The following list is the current signatory cities to the countywide plan: Azle, Blue Mound, Dalworthington Gardens, Edgecliff Village, Everman, Grapevine, Haslet, Hurst, Keller, Kennedale, Lakeside, Lake Worth, North Richland Hills, Pelican Bay, River Oaks, Saginaw, Sansom Park, Westlake, Westover Hills, Westworth Village and White Settlement. Each signatory agency is responsible for notifying Tarrant County of any significant changes to its specific information listed in the plan.

The Fire Department has provided Tarrant County Emergency Management with a letter stating the intention to join the Tarrant County Inter-jurisdictional Emergency Management Program.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the Mayor to approve and sign the resolution for an Inter-jurisdictional Emergency Management Program with Tarrant County for the provision of emergency management and disaster relief planning and coordination.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Resolution  
Letter of Intent

**RESOLUTION NO. \_\_\_\_\_**  
**JOINT RESOLUTION ESTABLISHING AN**  
**INTER-JURISDICTIONAL EMERGENCY MANAGEMENT PROGRAM**

**WHEREAS**, the City of Bedford, Texas and Tarrant County have established similar programs of comprehensive emergency management which includes the mitigation, preparedness, response and recovery phases of emergency management; and

**WHEREAS**, the City of Bedford, Texas and Tarrant County find that vulnerability to many potential hazards is shared by residents of the City of Benbrook and the unincorporated portions of Tarrant County; and

**WHEREAS**, the City of Bedford, Texas and Tarrant County further find that the common goal of emergency management can best be achieved through an organization which shares the combined resources of the City and the County; and

**WHEREAS**, the City of Bedford acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

**WHEREAS**, the contemplated action is specifically authorized by the aforementioned Ordinance and Court Order;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Bedford, Texas that;

**SECTION 1.** The Mayor of Bedford, Texas shall appoint an Emergency Management Coordinator to coordinate all aspects of the city comprehensive emergency management program and the Tarrant County Judge shall appoint an Emergency Management Coordinator to coordinate all aspects of the County comprehensive emergency management program.

**SECTION 2.** The program includes the preparation and maintenance of an inter-jurisdictional emergency management plan for the City of Bedford, Texas and Tarrant County in accordance with this resolution.

**SECTION 3.** Any party to this agreement may withdraw from the combined organization created by this resolution and its related inter-jurisdictional emergency management plan by giving 60 days advance notice in writing to each of the signatories of this resolution and by submitting the appropriate documentation to the State of Texas, Texas Division of Emergency Management.

PASSED, APPROVED AND ADOPTED on 18th day of October, 2016.

**CITY OF BEDFORD**

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

**TARRANT COUNTY**

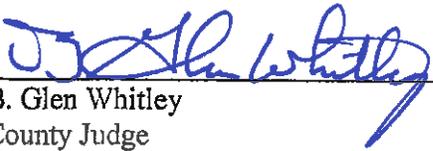
  
\_\_\_\_\_  
B. Glen Whitley, County Judge

Date: October 18th, 2016

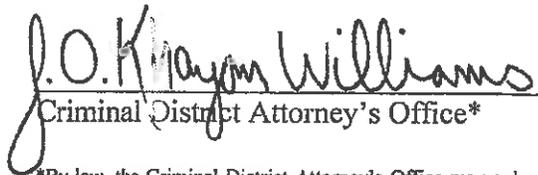
RE: JOINT RESOLUTION ESTABLISHING AN INTER-JURISDICTIONAL EMERGENCY  
MANAGEMENT PROGRAM WITH THE CITY OF BEDFORD, TEXAS

SIGNED AND EXECUTED this 18<sup>th</sup> day of October, 2016.

COUNTY OF TARRANT  
STATE OF TEXAS

  
B. Glen Whitley  
County Judge

APPROVED AS TO FORM:

  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



# BEDFORD FIRE DEPARTMENT

*"Always Prepared – Always Determined"*

October 19, 2016

David M. McCurdy  
Emergency Management Coordinator  
Tarrant County Administrator's Office  
100 E. Weatherford, Suite 404  
Fort Worth TX 76196

After discussion within my organization and City management staff, the City of Bedford would like to enter in to an inter-jurisdictional emergency management program with Tarrant County. City staff reviewed the agreement you provided and the City of Bedford currently plans to move forward with acceptance by our City Council on October 25, 2016.

I look forward to working with you and your staff on emergency management planning aspects as we work together to strengthen the countywide response capacity to disaster. The City of Bedford intends to maintain the emergency management program as it currently stands, looking to the county for emergency management planning support.

Should you have any questions, please don't hesitate to contact me. I can be reached by email at [bobby.sewell@bedfordtx.gov](mailto:bobby.sewell@bedfordtx.gov), by office phone at 817-952-2503 (direct line), or by cell phone at 817-713-0519.

Regards,

Bobby Sewell  
Deputy Chief of EMS



# Council Agenda Background

**PRESENTER:** Bobby Sewell, Deputy Chief

**DATE:** 10/25/16

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

**ITEM:**

Consider a resolution authorizing the City Manager to enter into a contract with BuyBoard Cooperative Purchasing Network for the purchase of one replacement ambulance, being a 2016 Ford F550 Type I Modular Ambulance, in the amount of \$238,800.

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

The Fire Department is in need of replacing its oldest ambulance, a 2001 Type I Freightliner Ambulance, which is currently in reserve. This 15-year-old vehicle has exceeded the Departments 5/5 plan. Emergency Ambulances are used for 5 years, remounted on a new chassis and used an additional 5 years, and then replaced. Based on the City of Bedford decision tree for vehicle replacement this Freightliner Ambulance has reached 141 points, which exceeds the recommended 100 points for replacement. The new ambulance will be moved into primary service and the 2001 Type I Freightliner Ambulance unit will be sold in auction. The new ambulance will include the patient power loading system with stretcher.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with BuyBoard Cooperative Purchasing Network for the purchase of one replacement ambulance, being a 2016 Ford F550 Type I Modular Ambulance, in the amount of \$238,800.

**FISCAL IMPACT:**

Budget FY 16/17:	\$239,000
Actual Amount:	<u>\$238,800</u>
Variance:	\$200

**ATTACHMENTS:**

Resolution  
Quote

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BUYBOARD COOPERATIVE PURCHASING NETWORK FOR THE PURCHASE OF ONE REPLACEMENT AMBULANCE, BEING A 2016 FORD F550 TYPE I MODULAR AMBULANCE, IN THE AMOUNT OF \$238,800.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase one Type I Modular replacement ambulance; and,

WHEREAS, the City Council of Bedford, Texas recognizes that the previous Type I Ambulance, being a 2001 Freightliner Type I Ambulance has reached its serviceable life and is in need of replacement.

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 BuyBoard Cooperative Purchasing Network for the purchase of one 2016 Ford F550 TYPE I Modular Ambulance in the amount of \$238,800.

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

PRESENTED AND PASSED this 25th day of October 2016, by a vote of \_\_\_ ayes, \_\_\_ nays, and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

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Jim Griffin, Mayor

ATTEST:

---

Michael Wells, City Secretary

APPROVED AS TO FORM:

---

Stan Lowry, City Attorney



8700 East FM 917  
Alvarado, Texas 76009  
PHONE 1-817-783-5040  
WATTS 1-800-561-6070  
FAX/METRO 1-817-790-0819

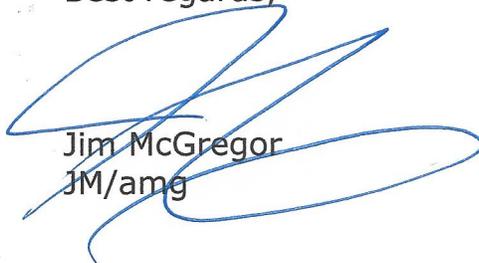
March 29, 2016

Bedford Fire Department  
1816 Bedford Road  
Bedford, TX 76021

To Whom it May Concern:

The cost for an AEV unit matching your last unit 2013 Ford Type I F550 VIN#1FDUF5GT0DEB05090 with Stryker Power Cot will be \$238,944.00. Please feel free to call if you have any questions. We look forward to working with you in the near future.

Best regards,



Jim McGregor  
JM/amg



# BILL OF SALE AND INVOICE

Date 10/17/2016

Buyer BEDFORD FIRE DEPARTMENT Seller Professional Ambulance

Address 1816 BEDFORD RD Address 8700 E FM 917

City BEDFORD State, Zip TX 76021 City Alvarado State, Zip TX 76009

Stock No	Year	Make	Model	VIN#
	2016	FORD	F550	TBD



Vehicle Price	\$238,000.00
BUYBOARD FEE	\$800.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
Total Cash Price.....\$	\$238,800.00
TRADE IN	\$0.00
VEHICLE TAX	\$0.00
Title fee.....\$	\$0.00
Registration	\$0.00
INSPECTION	\$0.00
	\$0.00
	\$238,800.00

After careful inspection and demonstration, I hereby purchase the described automobile in its present condition and on the terms specified. No guarantee is given unless specified in writing

Receipt of copy acknowledged ←SIGN HERE Signature of Buyer

**All above information (except signature) to be typed or printed** Paid in full.....\$

Subscribed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_ Seller Signature

Notary Seal \_\_\_\_\_ 20 \_\_\_\_\_

My commission expires \_\_\_\_\_ County Texas

# Invoice



Professional Ambulance Sales and Services

8700 East FM 917  
Alvarado, TX 76009

DATE	INVOICE #
10/17/2016	128769

**BILL TO**

BEDFORD FIRE  
1816 BEDFORD RD  
BEDFORD, TX 76021

**SHIP TO**

P.O. NO.	TERMS
	<b>DUE UPON RECEIPT O...</b>

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Ambul Sales	2016 FORD F550 TYPE I AEV AMBULANCE VIN#TBD	1	238,000.00	238,000.00
Vehicle Tax @ ...	Vehicle Tax @ 6.25 % EXEMPT		0.00	0.00
Ambul Sales	BUYBOARD FEE	1	800.00	800.00

Thank you for your business.	<b>Subtotal</b>	\$238,800.00
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$238,800.00

Phone #	Fax #	E-mail
817-783-5040	817-790-0819	pass@airmail.net

<b>Balance Due</b>	\$238,800.00
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