

AGENDA

Regular Meeting of the Bedford City Council
Tuesday, November 15, 2016
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021

Council Chamber Work Session 4:30 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 Human Resources Department 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 Block 1, Lot 1 Mobil Addition-Bedford.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Williams, TW Survey A1735 Tr 6C02, also known as, 1805 L. Don Dodson Drive.
- c) Pursuant to Section 551.074, personnel matters - City Manager search

REGULAR SESSION

CALL TO ORDER/GENERAL COMMENTS

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

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS/UPCOMING EVENTS

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Employee Service Recognition
2. Proclamation recognizing the 2016 Fire Safety Poster Contest Winners.
3. Presentation of the North Central Texas Trauma Regional Advisory Council Heart Safe Community Award.

APPROVAL OF THE MINUTES

4. Consider approval of the following City Council minutes:
 - a) October 25, 2016 regular meeting

NEW BUSINESS

5. Public hearing and consider an ordinance to amend the City of Bedford Zoning Ordinance Number 2275, specific to Section 3.1.G. Schedule of Permitted Uses, Services, Health and Athletic Clubs, allowing for the use to be added to the Industrial (I) zoning category as a use allowed by right; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. (A-042)
6. Public hearing and consider an ordinance to rezone Lot 1A, Block 1, The Oaks (Bedford) Addition, located at 1825 Airport Freeway (1701 Airport Freeway) from Planned Unit Development (PUD) to amended Planned Unit Development/Specific Use Permit/Indoor Amusement Center (PUD/SUP), specific to Section 3.2.C(13)g of the City of Bedford Zoning Ordinance, allowing for Escape Pro, LLC to operate an indoor amusement center. The property is generally located north of Airport Freeway and west of Parkwood Drive. (PZ-SUP-2016-50056)
7. Public hearing and consider a resolution approving a site plan for a KFC/Taco Bell Renovation. The property is zoned Heavy Commercial (H) and located in the Master Highway Corridor Overlay District (MHC) specific to Section 4.18 of the City of Bedford Zoning Ordinance. The address is 1505 Brown Trail and the legal description is Block 2, Lot 2B, Airport Freeway Center Addition. The property is generally located south of Airport Freeway and west of Brown Trail. (PZ-SP-2016-50054)
8. Consider a resolution of the City Council of the City of Bedford, Texas approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, Armstrong Central Bedford, LLC.
9. Consider a resolution of the City Council of Bedford, Texas, authorizing the submission of a grant application to the Assistance to Firefighters Grant administered by the Department of Homeland Security, Federal Emergency Management Agency's Grant Programs Directorate.
10. Consider a resolution authorizing the City Manager to continue the multi-year agreement between the City of Bedford, Texas and Motorola Solutions, Inc. in the amount of \$308,288.88 for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager.
11. Consider a resolution authorizing payment to the City of North Richland Hills, in the amount of \$32,347.80, to provide continuous maintenance for subscriber radios and auxiliary equipment.
12. Consider a resolution authorizing the City Manager to purchase medical equipment and related components from Physio-Control, Inc., in the amount of \$108,441.22.
13. Consider a resolution 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 \$77,758. The vehicles will be obtained from Sam Pack's Five Star Ford, utilizing Texas SmartBuy Contract, State of Texas 071-072-AT 2014.

14. Consider a resolution 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 \$5,817.83. The radars will be obtained from Stalker Radar, utilizing Contract No. EF04-15 through the Houston-Galveston Area Council.
15. Consider a resolution authorizing the City Manager to purchase two 2017 replacement traffic vehicles in the amount of \$88,401.80 from Sam Pack's Five Star Ford, utilizing Texas SmartBuy Contract, State of Texas 071-072-AT 2014.
16. Consider a resolution authorizing the City Manager to purchase a 2017 replacement Animal Control truck and transport box in the amount of \$41,489 from Sam Pack's Five Star Ford, utilizing Texas SmartBuy Contract, State of Texas 072-A1.
17. Consider a resolution authorizing the City Manager to purchase a 2017 replacement K-9 Unit vehicle in the amount of \$43,727 from Sam Pack's Five Star Ford, utilizing Texas SmartBuy Contract, State of Texas 071-072-AT 2014.
18. Consider a resolution authorizing the Mayor to certify the Equitable Sharing Agreement and Certification as required by the United States Department of Justice.
19. Consider a resolution authorizing the City Manager to purchase a Ford Escape, a Ford F350 cab and chassis, and a Ford F250 with utility bed in the amount of \$101,636.25 through Silsbee Ford, utilizing the BuyBoard Cooperative Purchasing.
20. Consider a resolution authorizing the City Manager to purchase a Ford F150 in the amount of \$22,039 through Silsbee Ford, utilizing the Texas Procurement and Support Services (TPASS) Cooperative Purchasing Program.
21. Consider a resolution authorizing the City Manager to request from the Director of the Texas Commission on Environmental Quality (TCEQ), an extension of the Sanitary Sewer Outflow (SSO) Initiative for up to five years.
22. Consider an ordinance amending Chapter 18 "Animals" of the City of Bedford Code of Ordinances by adding definitions to Section 18-1. "Definitions"; by adding Section 18-135. "Feeding Prohibited;" providing a penalty; providing a severability clause; and declaring an effective date. **Item requested by Councilmember Roger Fisher
23. 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
 - ✓ Investment Committee – Councilmember Turner
 - ✓ Library Advisory Board - Councilmember Farco
 - ✓ Parks and Recreation Board - Councilmember Sartor
 - ✓ Teen Court Advisory Board - Councilmember Gebhart
 - ✓ Senior Citizen Liaison - Councilmember Turner
24. Council member Reports
25. 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 Block 1, Lot 1 Mobil Addition-Bedford.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Williams, TW Survey A1735 Tr 6C02, also known as, 1805 L. Don Dodson Drive.
- c) Pursuant to Section 551.074, personnel matters - City Manager search

26. 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, November 11, 2016 at 5:00 p.m.**, and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

(Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in City functions and activities. Auxiliary aids and services or accommodations must be requested in writing to the City Secretary's Office a minimum of seventy-two hours (72) hours prior to the scheduled starting time of the posted meeting. Requests can be delivered in person or mailed to the City Secretary's Office at 2000 Forest Ridge Drive, Bedford, TX 76021, or emailed to 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: Jill McAdams, *SPHR, SHRM-CSP*
Human Resources Director

DATE: 11/15/16

Work Session

ITEM:

Report on recent Human Resources Department activities.

City Manager Review: _____

DISCUSSION:

This presentation will encompass an up-to-date overview of recent activities occurring in the Human Resources Department.

ATTACHMENTS:

PowerPoint Presentation



CITY OF
BEDFORD
Discover the Center

HUMAN RESOURCES DEPARTMENT ACTIVITY REPORT

City Council Work Session November 15, 2016

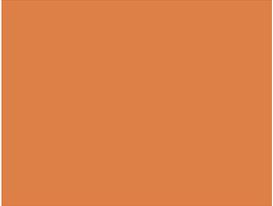
HR Department Statistics

- ❑ Full Service HR department
- ❑ Four FTEs in HR
- ❑ Budget is approximately \$427,000 representing 1.31% of the General Fund
- ❑ Responsible for 383 employees, 22 retirees and 3 COBRA participants
- ❑ Processed 102 background checks, 78 physicals, and 182 drug screens
- ❑ Produced 68 job postings
- ❑ Processed 29 payrolls
- ❑ 405 employees went through training sponsored by HR-88% indicated training was “good” or “excellent”

HR Department Statistics

continued

- On-boarded 148 new employees including 105 seasonal employees
- Off-boarded 146 employees including 101 seasonal employees
- Reviewed 87 disciplinary documents of which less than 1.6% resulted in employee grievances being filed
- Total turnover for FY 2015/2016 was 9.32% of which 7.89% was avoidable and 1.63% was unavoidable



With a Great Team comes Endless Possibilities...

- “Success is the sum of small efforts, repeated day in and day out.” *Robert Collier*

Key Activities/Projects

- Hired two new staff
- Trained three staff in new job duties
- New World Systems/Tyler Tech conversion from green screen to Windows completed. Staff still working out kinks in system
- Employees and Retirees - completed migration of 401 accounts
- Health, dental and vision insurance renewal, open enrollment meetings and open enrollment in eSuite
- Final phase of Kronos timekeeping system build and implementation with go live on 1/11/17
- Conducted staff audits of all aspects of employee files and vendor systems
- ACA reporting to IRS - completed all reporting on time using the new reporting feature in Logos
- Initiated meeting with TCC to implement Telecommunications certification program. Once implemented it will be the first in the state

Key Activities/Projects continued



- Worked with all departments to streamline hiring and interview process with the addition of Staffing and Development Coordinator
- Employee training continues to be a focus
- Successful Employee In-Service Training Day
- Implemented the Relias Learning System
- Completed extensive reorganization of records retention system

Key Projects for this Year



- Complete the Kronos build and train employees on how to use the system
- Interlocal agreement with Colleyville and Watauga and RFP for Broker Services
- Meetings with other cities to explore combined employee insurance purchasing
- Year-long employee insurance committee to continue to educate and inform employees on plan costs and utilization

Key Projects for this Year continued



- ❑ Employee training and development continues to be priority
- ❑ Outsource employee wellness program to BSW
- ❑ Look at alternatives to current Occupational Health provider
- ❑ Review and revise (as necessary) the employee handbook
- ❑ Research and implement City wide succession plan

Thank you for the opportunity to
present this information.....

I will be happy to answer any questions at this time



CITY OF
BEDFORD
Discover the Center



Council Agenda Background

<u>PRESENTER:</u> Kenny Overstreet, Public Works Director Jeff Gibson, Police Chief Don Henderson, Parks Superintendent	<u>DATE:</u> 11/15/16															
Council Recognition																
<u>ITEM:</u> Employee Service Recognition City Manager Review: _____																
<u>DISCUSSION:</u> The following employees have completed a service period and are eligible for recognition: <table><tr><td>Kevin Jackson</td><td>Public Works</td><td>5 years</td></tr><tr><td>Andrew Versocki</td><td>Police</td><td>10 years</td></tr><tr><td>James Smasal</td><td>Parks</td><td>10 years</td></tr><tr><td>William Eurto</td><td>Police</td><td>15 years</td></tr><tr><td>Partick Martin</td><td>Public Works</td><td>45 years</td></tr></table>		Kevin Jackson	Public Works	5 years	Andrew Versocki	Police	10 years	James Smasal	Parks	10 years	William Eurto	Police	15 years	Partick Martin	Public Works	45 years
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Andrew Versocki	Police	10 years														
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William Eurto	Police	15 years														
Partick Martin	Public Works	45 years														
<u>ATTACHMENTS:</u> N/A																



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 11/15/16

Council Recognition

ITEM:

Proclamation recognizing the 2016 Fire Safety Poster Contest Winners.

City Manager Review: ____

DISCUSSION:

This event marks the 38th year of the Bedford Fire Safety Poster Contest. More than 4,000 poster entries were judged by the firefighters. Each entry received a recognition sticker, and 1st, 2nd, and 3rd place ribbons were awarded to participants in each grade level in the six Bedford schools visited.

The posters illustrated life saving behaviors the students learned during the Fire Department F.A.L.S.E. Alarm Clown Program presented during Fire Prevention Week. Six posters, one from each grade level (1st – 6th), were chosen overall to represent “Bedford’s Best.” The top six posters will be displayed at the Bedford Public Library during the month of November.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, the United States has one of the highest fire death rates, per capita, in the world; and

WHEREAS, every year home fires result in thousands of deaths, injuries, and hundreds of millions of dollars in property loss. Careless cooking, unattended candles, and the misuse of matches and lighters cause many of these fires; and

WHEREAS, this event marks the 38th year of the Bedford Fire Safety Poster Contest and more than 4,000 fire safety posters were entered by Bedford students and were recognized by the firefighters; and

WHEREAS, each poster illustrated life saving behaviors learned by the students during the Fire Department's FALSE Alarm Clown Program with six posters, one from each grade level (1st – 6th) chosen overall to represent "Bedford's Best."

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council ask the citizens of Bedford to join me in recognizing the following Fire Safety Poster Contest Winners:

Marijn Koons	1st Grade	Bedford Heights Elementary
Erin Henry	2nd Grade	Bedford Heights Elementary
Katherine Wallace	3rd Grade	Meadow Creek Elementary
James Ignacio	4th Grade	Meadow Creek Elementary
Lainey Parker	5th Grade	Bedford Heights Elementary
Natalia Rich	6th Grade	Bedford Heights Elementary

In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this 15th day of November, 2016.

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Sean Fay, Fire Chief

DATE: 11/15/16

Council Recognition

ITEM:

Presentation of the North Central Texas Trauma Regional Advisory Council Heart Safe Community Award.

City Manager Review: _____

DISCUSSION:

On Tuesday, October 11, the Bedford Fire Department received a Heart Safe Community award from the North Central Texas Trauma Regional Advisory Council. Bedford was recognized as a leader in the fight to increase survival rates from out-of-hospital cardiac arrests and was one of the first cities in the State of Texas to receive this outstanding recognition.

The Heart Safe Community recognition evaluated Bedford on the ease of access to pre-hospital emergency care, response of emergency first responders, public placement of Automatic External Defibrillators, citizen CPR training, public health Initiatives and dedicated cardiac care at local hospitals. Bedford continues to prove its cardiac leadership and commitment to its citizens and visitors.

The following will be in attendance to receive the award:

Deputy Chief Bobby Sewell, EMS Medical Director Dr. Roy Yamada, Chief Cardiologist HEB Hospital Dr. Michael Duran, HEB Hospital ED Medical Director Dr. Nisarg Shan, Cardiac Coordinator HEB Hospital Angela Perreault R.N., Firefighters attending: Jack Ventrca, Josh Terbush, Field Training Officer Lee Ferguson, Engineer Ron Butler, Lieutenant Walt Greenwade and Bedford resident Tane Kidwell.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 11/15/16

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) October 25, 2016 regular meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

October 25, 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 25th day of October, 2016 with the following members present:

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

constituting a quorum.

Councilmember Gebhart was absent from the meeting.

Staff present included:

Roger Gibson	City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Sean Fay	Fire Chief
Natalie Foster	Public Information Officer
Jeff Gibson	Police Chief
Wendy Hartnett	Special Events Manager
Meg Jakubik	Strategic Services Manager
Kenny Overstreet	Public Works Director
Maria Redburn	Library Director

COUNCIL CHAMBER WORK SESSION

Mayor Griffin called the Work Session to order at 5:30 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, 9,10,11, 12 and 13.

Strategic Services Manager Meg Jakubik presented information regarding Item #5, which is an update to the Fee Ordinance, specifically the Police Department's request to increase the solicitor's fee from \$10.00 to \$20.00. The increase is directly related to the expenses for the purchase of the vests that the solicitors will be required to wear and will be revenue neutral.

Items 7 and 8 were pulled from the agenda.

Public Works Director Kenny Overstreet presented information regarding Item #9, which is to reject the bids on the rebuild of Bedford Court East. On September 8, 2016, bids were opened and the lowest one came in \$122,900 over the \$350,000 budgeted. A special meeting of the Street Improvement Economic Development Corporation was held on October 11, 2016 to review the bids, and either approve more money or reject the bids. The Board decided to reject the bids and bid the project later with another project to decrease the costs. In answer to questions from Council, Mr. Overstreet stated that contractors' workloads are heavy due to all the work around the Metroplex and there is a shortage of concrete because of road rebuilds in the Frisco and Dallas areas. There was discussion on the City doing its due diligence on combining projects and scheduling it further out to get better pricing.

Mr. Overstreet presented information regarding Item #10, which is to replace three traffic signal poles. One pole was discovered to have a gaping gash during routine preventative maintenance, which has left it structurally unstable in a high wind event. One pole was hit by semi-truck, which structurally damaged the base of the pole. This item is to replace the poles with ones that are structurally sound. Funding in the amount of \$26,780 would be paid out of the 2011 General Obligation bonds.

Fire Chief Sean Fay presented information regarding Item #11, which is to replace the fitness equipment for the fire stations, some of which is as old as the late 1990s.

Chief Fay presented information regarding Item #12, which is to plug into the larger emergency management community to make sure the City is prepared in case of disaster. This item is to ensure the City maintains the Emergency Management Plan and to stay connected with neighboring cities if a disaster strikes.

Chief Fay presented information regarding Item #13, which is for the purchase of a new ambulance. The item has been planned on for some time and was pushed from one fiscal cycle to the next. It is being purchased using the City's BuyBoard account. The purchase is in-line with previously made fleet decisions and has been approved in the budget.

- **Report on recent Library Advisory Board activities.**

Library Advisory Board Chairperson Debbie Allbach recognized Board Members who were present including Lori Irvin, Marcia Griffith and Alejandra Paniagua. She presented a report on Library Board activities for Fiscal Year 2016. For every dollar spent, the City gets a return on its investment of \$4.86. The amount of money spent on each citizen per day for the Library is \$0.08. Patrons checked out over half a million items, and staff answered over 70,000 questions from the public, issued over 4,000 Library cards, and presented over 1,000 programs to almost 34,000 people. The collection increased by 30 percent. She discussed the movement from hard materials, such as books and videos, to electronic media. Electronic media has been building over the years and continues to grow, while the physical collection is decreasing. She stated that books are never going to away and the Library must maintain a mixture of digital and physical properties. She discussed new programs and services, including Hoopla, a smart table, and STEAM programs. Projects in 2016 included replacing the carpet in children's' area, the HEB Reads program, new computers, and the new Library information system named Koha. In regard to 2017 projects, she stated transitioning to Koha will take some time but will save the City \$32,000 a year. The I.D.E.A.S. Lab is a where equipment can be signed out as kits to schools and individuals. The Reel Readers grant program is ten copies of the same book, plus a digital and audio copy so those that are vision-impaired can have the socialization of a book discussion, and they hope to partner with the Senior Center and assisted living centers. She stated that the number of volunteer hours is equivalent to four full-time employees. The Library received over \$50,000 in grants and donations, and has been recognized at the State or National level for excellent services nine out of the previous ten years. She stated the Library has an excellent staff and leadership, and the support of the Council. There was discussion on the increase in digital items, which includes e-books, streaming movies, e-magazines and e-music; and the limited number of licenses for those materials.

- **Report on recent Tourism/Special Events activities.**

Special Events Manager Wendy Hartnett stated the Department has been restructured and now includes Tourism Coordinator Jeff Florey, and Tourism Program Assistants Cortney Sims and Charlenia Walsh. Highlights for the previous year include updating the Old Bedford School (OBS) website and revamping the BluesFest website to allow registration and ticketing on the site. The Volunteer Banquet was moved to the Pat May Center and will next be held on February 10, 2017. 4thFest was reconfigured and included the ribbon cutting ceremony. The College Gridiron Showcase will be held January 7 through January 11, 2017. They helped with and promoted multiple events including the Chamber Expo and HEBeFIT, and cross-promoted BluesFest with TXA 21 during the L.D. Bell and Trinity football game. At the OBS, new blinds and windows were installed and the flooring was redone. She discussed the Pokémon Go event and the new stage, which should be delivered soon and will be wrapped by a local company. In regard to BluesFest, which is funded from the hotel/motel occupancy tax, their goals are to increase tourism, provide a quality community event, foster economic growth, encourage citizen involvement and enhance

the image of the City. There were several major advertising placements including Good Morning Texas, WFAA, Southern Living, Lone Star KZPS, WBAP and the partnership with TXA 21. The numbers of barbecue teams were down as they were across the nation; however, with 58 barbecue teams, they were still above the national average of 35 teams. They are working with other barbecue contests to join a Texas cooperative to incentivize teams to participate in more contests. Cost recovery was 59 percent and attendance was 18,500.

Ms. Hartnett presented information regarding the OBS, which had unexpected renovations. There were a total of 262 events, with 13,500 attendants and revenue of \$107,277, which includes revenue that was refunded due to the shutdown. Long-term rentals included the Metroplex Women's Republican Group and the Embrace United Church of Christ. Other activities include four Murder Mystery Dinners, three of which sold-out; Heritage Education Tours; a collaboration with Onstage for a drama camp; an imagination series for toddlers; the HEB ISD Art Show; the Christmas Tree Lighting; piano and guitar lessons; ArtsTalk; City training seminars and meetings; the Danny Wright concert; and the annual ice cream social. The OBS won three gold, two silver and three bronze marketing awards at the 2016 Texas Festivals and Events Association Conference. There were 20 Cultural Commission events with an estimated attendance of 5,000, which included Twilight Thursdays, ArtsFront, the Danny Wright concert and multiple pop-up events at the Central Arts of Bedford. ArtsFest was held on April 2, 2016 with an estimated attendance of 3,000, and featured music, food trucks and craft beer. Events for 2017 include the new cooperative for BluesFest, the Christmas Tree Lighting, ArtsFest, Twilight Thursdays, the College Gridiron Showcase, and continued collaboration with the Central Arts of Bedford.

Ms. Hartnett stated that she is grateful to have such a great team, who take everything in stride. She thanked the City, residents, management and the City Council for their support. There was discussion on market segmentation with different type of events; further involvement with the Cultural Commission; assistance from the Council; chamber music at the OBS; and making the BluesFest a longer event by incorporating other events. Ms. Hartnett stated that the City pitched the Blues Bike night held by Texas Harley-Davidson the preceding Thursday; and that staff considers Friday night as a dress rehearsal. There was discussion on the People's Choice and Battle of the Barbecue events; and the repairs being done at the OBS. In answer to questions from Council regarding advertising and specifically billboards, Ms. Hartnett stated that the City pays \$2,000 to Clear Channel, who in turn gets a sponsorship; that the City does not pay per impression; that Clear Channel runs the advertisements where there are empty spots; that staff has tried a mix of several different advertising options; that most of the social media followers are blues-related, as opposed to the barbecue side of the event, but they are working with the other Texas barbecue contests to get more play; that 85 percent of online ticket sales were from outside of Bedford and 80 percent of ticket sales were done ahead of time; that hotel packages were offered where people staying at the hotels would get tickets, goody bags and a shuttle to the event; that some hotels were pitching the event to those staying there for area football games; and that the more the City uses the sponsors, the less willing they would be to help the City.

Mayor Griffin adjourned the Work Session at 6:20 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.**
- 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.**

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations relative to Bedford Commons; Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1 Mobil Addition-Bedford; and Section 551.087, deliberation regarding economic development negotiations relative to Harwood/Central Shopping Center Addition Block 1 Lot 1, at 6:23 p.m.

Council reconvened from Executive Session at 6:33 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 6:35 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order. He stated that Councilmember Gebhart was out of town.

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

Dr. Jerry Chism of Martin United Methodist 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

Public Information Officer Natalie Foster reported that the Senior Center will hold a special Halloween dance on Monday, October 31, 2016 beginning at 7:00 p.m. The cost is \$6.00 and there will be light refreshments, live music by the band "Now and Then" and a costume contest. The City's holiday food drive runs November 1 through December 31, 2016 and canned goods and any non-perishables items will be accepted at any of the three fire stations. The donations go to the Northeast Emergency Distribution Center and the previous year, the City collected over 5,000 cans to help stock their pantry. The Library's annual ChristmasFest will be held on Saturday, November 12, 2016 beginning at 9:00 a.m. There will be musical entertainment, a silent auction, homemade items for purchase and a special breakfast with Mr. and Mrs. Claus. Bedford City Offices will be closed all day on Veterans Day, Friday, November 11, 2016 for an in-service training day. The Library, Boys Ranch Activity Center, City Hall, Senior Center and the Old Bedford School will be closed; however, the Police and Fire Departments will continue to respond to emergencies. All maintenance and repairs have been completed at the Bark Park and it will reopen the following day.

OPEN FORUM

Nobody chose to speak during Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Champney, seconded by Councilmember Turner, to approve the following items by consent: 4, 5, 6, 9,10,11, 12 and 13, with Items 7 and 8 being pulled from the agenda.

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

COUNCIL RECOGNITION

1. Employee Service Recognition

The following employee received recognition for dedicated service and commitment to the City of Bedford:

Greg Qualls, Fire Department – 20 years of service

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.

Beautification Commission Member Bonnie Cooper reported that the Commission recommended three businesses for the Bedford Business Beautification Award for maintaining, improving and/or keeping their property visually attractive to the community. The awards will be presented to these businesses on November 12, 2016 with the first at 10:00 a.m. to Pappadeux Seafood Kitchen for overall appearance, the second at 10:30 a.m. to the Arbors on Forest Ridge for superior landscaping and the third at 11:00 a.m. to Davis Family Dental Care for best improved.

Motioned by Councilmember Turner, seconded by Councilmember Champney, to approve 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.

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

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

Mayor Griffin read a proclamation recognizing November 6-12, 2016 as National Animal Shelter Appreciation Week in the City of Bedford. Animal Control Supervisor Mark Bellinghausen and Animal Control Officer Ken Horn accepted the proclamation. Police Chief Jeff Gibson stated that from January 1 through October 25, 2016, Animal Control staff attended 24 events to find homes for animals and to educate on responsible pet ownership.

APPROVAL OF THE MINUTES

**4. Consider approval of the following City Council minutes:
a) October 11, 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 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.

This item was approved by consent.

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.

This item was pulled from the agenda.

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.

This item was pulled from the agenda.

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.

This item was approved by consent.

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.

This item was approved by consent.

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.

This item was approved by consent.

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.

This item was approved by consent.

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.

This item was approved by consent.

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

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

Councilmember Fisher congratulated the Animal Control staff for work they do. The Animal Shelter has to take in and deal with any number of animals, and occasionally it means having to euthanize them. His heart goes out to staff as there is no way that their job is easy. Three dogs and one cat were adopted at the Fall Pet Fair. Staff has to deal with the Council and a passionate group of citizens, and they do it with class. He stated that he, the rest of Council, and the residents appreciate them.

✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner that at the previous meeting, the Commission set the dates for such events as Clean Up Bedford Day, Chunk Your Junk Day, the paper shred event, the Crud Cruiser event, and business award presentations. At the paper shred event on October 8, 2016, there were 230 cars with 20 tons of materials brought for shredding.

✓ **Community Affairs Commission - Councilmember Farco**

Councilmember Farco reported that the City Expo will be held the following April.

✓ **Cultural Commission - Councilmember Champney**

Councilmember Champney reported that Bedford Arts Central is really important and growing, and is sponsored by Josh Santillan on the Commission. There are a number of events coming up at the location. He thanked Mayor Griffin for the original concept.

✓ **Library Advisory Board - Councilmember Farco**

Councilmember Farco reminded Library patrons that with the move to Koha, they need to reregister online for their Library cards and that the password is the last four digits of their current card.

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

Councilmember Sartor reported that the Bark Park will be open the following day.

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

No report was given.

✓ **Senior Citizen Liaison - Councilmember Turner**

Councilmember Turner reported that the Holiday Dinner will be right after Thanksgiving,

15. Council member Reports

Mayor Griffin reported that the "Taste of Northeast" event, benefiting Arts Council Northeast, will be held on Wednesday, November 9, 2016 from 5:30 p.m. to 8:30 p.m. at the Hurst Conference Center. He discussed the 6Stones CPR event held the previous weekend and thanked City Manager Roger Gibson, Assistant City Manager Kelli Agan, Councilmember Champney and Councilmember Sartor for working on houses. He had the opportunity, along with Councilmember Fisher, to talk to new groups, cities and organizations that want to come in and find out what the City is doing in the community to revitalize homes. He stated it is remarkable to see the process and over 500 homes have now been improved. There is an effect on the homeowners and the community, and it is something for which the City should be proud.

Councilmember Fisher discussed a quote from Scott Shepherd with 6Stones that the light that shines the farthest shines the brightest at home, and stated it is the true testament of what 6Stones does for the community.

16. City Manager/Staff Reports

City Manager Roger Gibson thanked Councilmember Fisher for his words on Animal Control. Over the previous two weeks, staff was at the Fire Department Open House and the Pet Fair, both of which were well attended. He thanked Council for always participating in those events. He cited Animal Control Officer Ken Horn as an example of staff's dedication as he had the opportunity to do something else but stayed on because staff was shorthanded. Staff has attended 24 events as discussed previously and the mobile shelter adoption trailer is always out at events. Of the animals that have come to the Animal Shelter, 87 percent of dogs and 81 percent of cats have either been adopted, returned to the owner or placed with an animal rescue organization, and staff has worked hard to make those numbers possible.

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

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

ADJOURNMENT

Mayor Griffin adjourned the meeting at 7:03 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

<u>PRESENTER:</u> Emilio Sanchez, Planning Manager		<u>DATE:</u> 11/15/16
Council Mission Area:	Foster economic growth - Improve vacant or underutilized commercial properties.	
<u>ITEM:</u> Public hearing and consider an ordinance to amend the City of Bedford Zoning Ordinance Number 2275, specific to Section 3.1.G. Schedule of Permitted Uses, Services, Health and Athletic Clubs, allowing for the use to be added to the Industrial (I) zoning category as a use allowed by right; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. (A-042) City Attorney Review: Yes City Manager Review: _____		
<u>DISCUSSION:</u> Currently, the City of Bedford Zoning Ordinance allows for Health and Athletic Clubs by right within the Light and Heavy Commercial Zoning districts. There has been an increase in the cross fit style gyms that prefer a more industrial warehouse facility for their operations. With the limited areas zoned industrial within the Corporate City Limits, staff would prefer to amend the ordinance allowing this use within the industrial district rather than rezoning the property to a less intensive use such as Heavy Commercial.		
<u>RECOMMENDATION:</u> Staff recommends the following motion: Approval of an ordinance to amend the City of Bedford Zoning Ordinance Number 2275, specific to Section 3.1.g. Schedule of Permitted Uses, Services, Health and Athletic Clubs, allowing for the use to be added to the Industrial (I) zoning category as a use allowed by right; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. (A-042)		
<u>FISCAL IMPACT:</u> N/A	<u>ATTACHMENTS:</u> Ordinance Exhibit "A" Public Hearing Notice	

ORDINANCE NO. 16-

AN ORDINANCE TO AMEND THE CITY OF BEDFORD ZONING ORDINANCE, ORDINANCE NO. 2275, SPECIFIC TO SECTION 3.1.G. SCHEDULE OF PERMITTED USES, SERVICES, HEALTH AND ATHLETIC CLUBS, ALLOWING FOR THE USE TO BE ADDED TO THE INDUSTRIAL (I) ZONING CATEGORY AS A USE ALLOWED BY RIGHT; DECLARING THAT THIS ORDINANCE BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY CLAUSE; AND DECLARING AN EFFECTIVE DATE. (A-042)

WHEREAS, the City is authorized by Section 211.005. "Districts" of the Texas Local Government Code to zone property into districts in accordance with a Comprehensive Plan; and,

WHEREAS, the City Council of Bedford, Texas deems it necessary in order to lessen the congestion on streets, to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent overcrowding of land; and avoid undue concentration of population; to facilitate the adequate provisions of transportation, water, sewers, schools, parks and other public requirements; to conserve the value of property and encourage the most appropriate use of land throughout the City, that the hereinafter contained provisions of this ordinance should be passed, promulgated and enforced; and,

WHEREAS, the Planning and Zoning Commission and the City Council of Bedford, Texas, have advertised notice of public hearings to receive comments on the proposed Zoning Ordinance amendments; and,

WHEREAS, the Planning and Zoning Commission and the City Council of Bedford, Texas have after thoughtful deliberation voted to approve this Zoning Ordinance amendment.

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

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

SECTION 2. That *Section 3.1.G* shall include the use of Health and Athletic Clubs as a use allowed by right in industrial zoning as shown in Exhibit "A".

SECTION 3. That approval of this ordinance is subject to no stipulations.

SECTION 4. That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 5. That if any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

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

SECTION 7. That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense or

violation. Each day that an offense or violation occurs shall constitute a separate offense.

PRESENTED AND PASSED this 15th day of November 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

USE	Zoning Classifications											
	R-15000	R-9000	R-7500	R-6500	MD 1-4	MF	M	S	L	H	I	
Motor Homes, Campers & Recreational Vehicles Sales / Service											S	
Mobile Home Sales / Service											S	
Gasoline Service Stations & Pump Islands, as principal, accessory or secondary use & excluding overhauls, body work, spray painting & steam cleaning									S	S		
Above, & Full Service Gasoline Service Stations									S	S		
Above, & Gasoline Service Station w/ Convenience Store									S	S		
Above, & Gasoline Service Station w/ Restaurant									S	S		
Automotive Repair Shops & Garages, as principal, accessory or secondary Use										S		
Automatic, Coin or Attendant Operated Car Wash Establishments										S		
Automotive Glass, Trim & Upholstery Shops										S		
G. SERVICES												
Barber & Beauty Shops & Salons												
Music, Dance, Art, Drama & Photographic Studios								S				
Laundry & Dry Cleaning Establishments: Self-service Laundromat & Pressing								S				
Laundry & Dry Cleaning Establishments: Pickup & Receiving Stations												
Laundry & Dry Cleaning Establishments: Laundry, Dry Cleaning & Dyeing Plants												
Massage Salon								S	S	S		
Health & Athletic Clubs								S				
Weight Reducing Studio / Salon												
Tanning Salon												
Tattoo & Body Piercing Shop										S	S	
Funeral Homes & Mortuaries									S	S		
Private Ambulance Services									S	S		
Taxicab Dispatch Offices									S	S		
Travel Bureau Offices												

Personal Services



CITY OF
BEDFORD

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

October 28, 2016

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

SENT VIA E-MAIL: clopez@star-telegram.com on Friday, October 28, 2016.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Sunday, October 30, 2016.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Wednesday, November 15, 2016, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Site Plan Case PZ-SP-2016-50043, public hearing and consider a resolution for a site plan for an approximate 12,000 sq. ft. expansion to the existing Texas Health Harris Methodist HEB Surgical center. The property is zoned Service Commercial (S) and located in the Master Highway Corridor Overlay District (MHC) specific to Section 4.18 of the City of Bedford Zoning Ordinance. The address is 1600 Hospital Parkway and the legal description is Lot 1B, Block 1, H E B Medical Center Addition. The property is generally located south of Airport Freeway and east of Hospital Parkway. (PZ-SP-2016-50043)

Site Plan Case PZ-SP-2016-50054, public hearing and consider a resolution for a site plan for a KFC/Taco Bell Renovation. The property is zoned Heavy Commercial (H) and located in the Master Highway Corridor Overlay District (MHC) specific to Section 4.18 of the City of Bedford Zoning Ordinance. The address is 1505 Brown Trail and the legal description is Block 2, Lot 2B, Airport Freeway Center. The property is generally located south of Airport Freeway and west of Brown Trail. (PZ-SP-2016-50054)

Specific Use Permit Case PZ-SUP-2016-50056, public hearing and consider an ordinance to rezone Lot 1A, Block 1, The Oaks (Bedford) Addition, located at 1825 Airport Freeway (1701 Airport Freeway) from Planned Unit Development (PUD) to amended Planned Unit Development / Specific Use Permit / Indoor Amusement Center, specific to 3.2.C(13)g of the City of Bedford Zoning Ordinance, allowing for Escape Pro, LLC to operate an indoor amusement center. The property is generally located north of Airport Freeway and west of Parkwood Drive. (PZ-SUP-2016-50056)



CITY OF
BEDFORD

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

Specific Use Permit Case PZ-SUP-2016-50059, public hearing and consider an ordinance to rezone Lot 1, Block 1, Harwood Village North Addition, located at 605 Harwood Road (2926 Brown Trail), Bedford, Texas, from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Dog Kennels (H/SUP), specific to Section 3.2.C.(9)n, Dog Kennels (Breeding, Training, or Boarding), of the City of Bedford Zoning Ordinance, allowing for Furever Love – Pet Boarding and Daycare to operate a pet boarding/pet daycare facility. The subject property is generally located north of Harwood Road and east of Brown Trail. (PZ-SUP- 2016-50059)

Zoning Amendment Case A-042, public hearing and consider an ordinance to amend the City of Bedford Zoning Ordinance Number 2275, Specific to Section 3.1.g. Schedule of Permitted Uses, Services, Health and Athletic Clubs, allowing for the use to be added to the Industrial (I) zoning category as a use allowed by right; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. (A-042)

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



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 11/15/16

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

ITEM:

Public hearing and consider an ordinance to rezone Lot 1A, Block 1, The Oaks (Bedford) Addition, located at 1825 Airport Freeway (1701 Airport Freeway) from Planned Unit Development (PUD) to amended Planned Unit Development/Specific Use Permit/Indoor Amusement Center (PUD/SUP), specific to Section 3.2.C(13)g of the City of Bedford Zoning Ordinance, allowing for Escape Pro, LLC to operate an indoor amusement center. The property is generally located north of Airport Freeway and west of Parkwood Drive. (PZ-SUP-2016-50056)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The subject property is generally bound by Airport Freeway to the south, Parkwood Drive to the east and Forest Ridge Drive to the west, with the site currently a multi-tenant office building. The applicants are requesting to amend the current PUD for the property allowing for the addition of an indoor amusement center that will focus on group puzzle and riddle solving so that they can find their way out of a room (Escape Room).

The Planning and Zoning Commission recommended approval of this application at their October 27, 2016 meeting by a vote of 7-0-0

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone Lot 1A, Block 1, The Oaks (Bedford) Addition, located at 1825 Airport Freeway (1701 Airport Freeway) from Planned Unit Development (PUD) to amended Planned Unit Development/Specific Use Permit/Indoor Amusement Center (PUD/SUP), specific to Section 3.2.C(13)g of the City of Bedford Zoning Ordinance, allowing for Escape Pro, LLC to operate an indoor amusement center. The property is generally located north of Airport Freeway and west of Parkwood Drive. (PZ-SUP-2016-50056)

FISCAL IMPACT:

N/A

ATTACHMENTS:

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

ORDINANCE NO. 16-

AN ORDINANCE TO REZONE LOT 1A, BLOCK 1, THE OAKS (BEDFORD) ADDITION, LOCATED AT 1825 AIRPORT FREEWAY (1701 AIRPORT FREEWAY) FROM PLANNED UNIT DEVELOPMENT (PUD) TO AMENDED PLANNED UNIT DEVELOPMENT/SPECIFIC USE PERMIT/INDOOR AMUSEMENT CENTER (PUD/SUP), SPECIFIC TO SECTION 3.2.C(13)G OF THE CITY OF BEDFORD ZONING ORDINANCE, ALLOWING FOR ESCAPE PRO, LLC TO OPERATE AN INDOOR AMUSEMENT CENTER. THE PROPERTY IS GENERALLY LOCATED NORTH OF AIRPORT FREEWAY AND WEST OF PARKWOOD DRIVE. (PZ-SUP-2016-50056)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Zoning Ordinance be rezoned for property known as Lot 1A, Block 1, The Oaks (Bedford) Addition, located at 1825 Airport Freeway, Bedford, Texas from Planned Unit Development (PUD) to amended Planned Unit Development/Specific Use Permit/Indoor Amusement Center (PUD/SUP), specific to Section 3.2.C(13)g of the City of Bedford Zoning Ordinance, allowing for Escape Pro LLC. to operate an indoor amusement center. The property is generally located north of Airport Freeway and west of Parkwood Drive. (PZ-SUP-2016-50056)

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

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

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

Lot 1A, Block 1, The Oaks (Bedford) Addition, shall be shown as approved by this ordinance.

SECTION 3. That the Site Plan attached hereto as Exhibit "A" is approved as a component of this ordinance approval. Any revisions to the property that deviate from the Site Plan attached hereto shall require an amendment to this ordinance.

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

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

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

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

ORDINANCE NO. 16-

PRESENTED AND PASSED this 15th day of November, 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

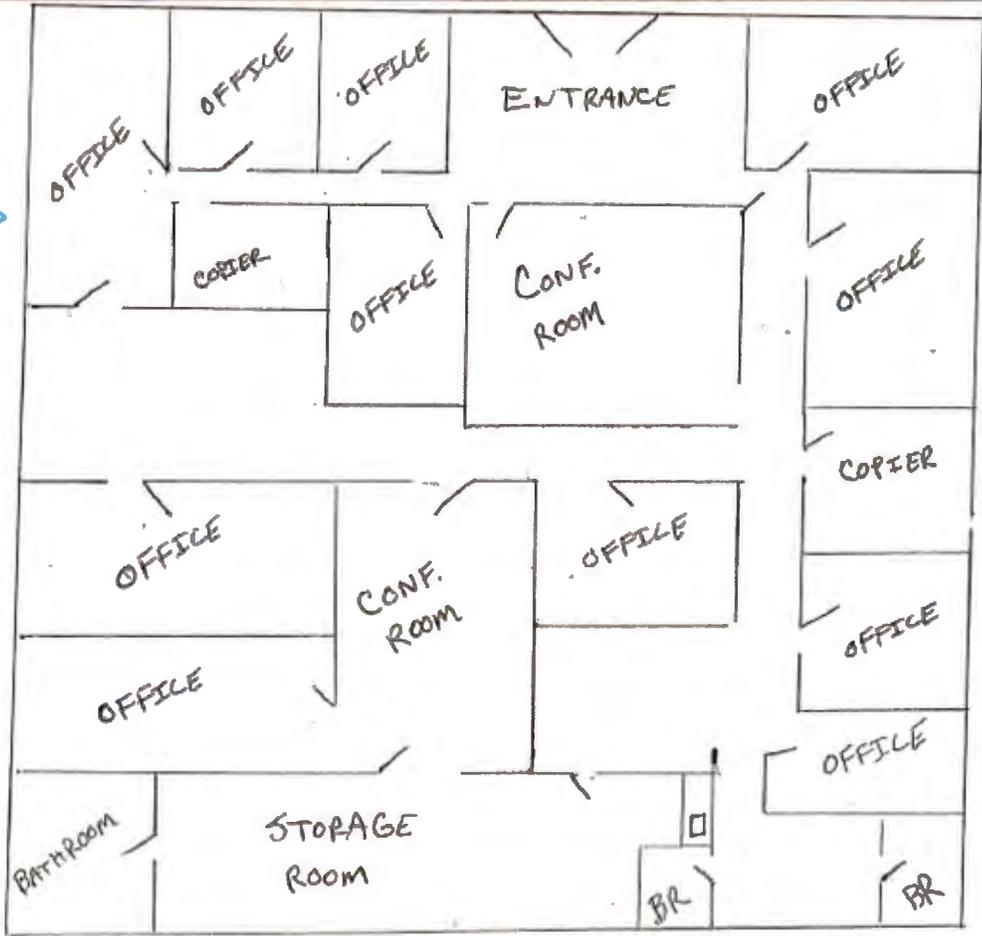
APPROVED AS TO FORM:

Stan Lowry, City Attorney



CENTRAL SQUARE

ACROSS HARRIS METHODIST HEB HOSPITAL
ON SH 183 BETWEEN CENTRAL & HWY 183



Floor plan
concept →
(applicant
doesn't plan
on changing
this layout)

Roger Smeltzer
817-803-3287



roger@visioncommercial.com
www.visioncommercial.com

The data contained herein was obtained from sources deemed to be reliable, but in no way warranted by Vision Commercial Real Estate, LLC. The property is offered subject to errors, omissions, change in price and or terms, or removal from the market without notice.

FOREST RIDGE DR

PARKWOOD DR

30

AIRPORT FWY

STATE HWY

AIRPORT FWY

Hearing

Date: 10-27-2016 PZ-SUP-2016-50056

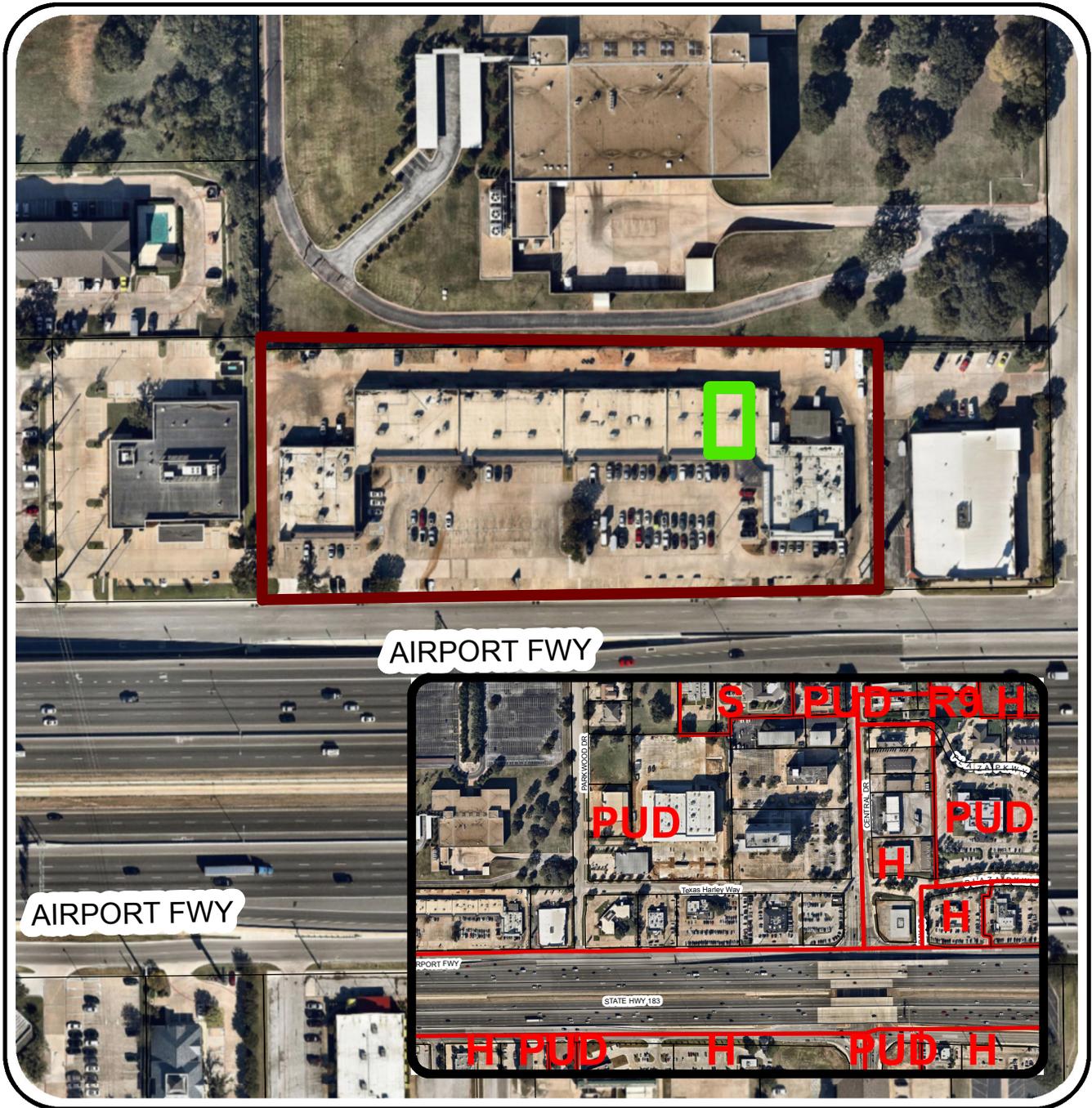
**Address: 1825 Airport Freeway
Bedford, TX 76021**

**Legal Description:
Lot 1A, Block 1,
THE OAKS ADDITION**



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

PZ-SUP-2016-50056 1825 Airport Freeway
 Zoned "PUD" Planned Unit Development



Legend

- Proposed Property
- Proposed Buildings

 Applicants Signature of Acknowledgement



PZ-SUP-2016-50056

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF OCTOBER 27, 2016**

DRAFT

renovated to match the one on Brown Trail.

Emilio Sanchez confirmed that the two stores will be getting the same renovation.

Commissioner Reese asked if the store on Harwood will look exactly like the one on Brown Trail.

Emilio Sanchez stated that they will not look exactly the same because the store on Brown Trail is dually operated with a Taco Bell store. The plans for the Brown Trail location show a brown colored stucco on one side of the building, and that brown stucco will not be on the Harwood Road location.

Commissioner Reese stated that the entire store will basically look like a bucket of chicken.

Emilio Sanchez confirmed Commissioner Reese's observation.

Chairman Carlson opened the public hearing at 7:07 p.m.

Chairman Carlson closed the public hearing at 7:07 p.m.

Motion: Commissioner Culver made a motion to approve zoning case PZ-SP-2016-50054.

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

Ayes: Commissioners Culver, Reese, Austin, Stroope, Davis, McMillan, and Chairman Carlson

Nays: None

Abstention: None

Motion approved 7-0-0. Chairman Carlson recommended approval of zoning case PZ-SP-2016-50054.

- 3. Specific Use Permit Case PZ-SUP-2016-50056, public hearing and consider a request to rezone Lot 1A, Block 1, The Oaks (Bedford) Addition, located at 1825 Airport Freeway (1701 Airport Freeway) from Planned Unit Development (PUD) to amended Planned Unit Development / Specific Use Permit / Indoor Amusement Center, specific to 3.2.C(13)g of the City of Bedford Zoning Ordinance, allowing for Escape Pro, LLC to operate an indoor amusement center. The property is generally located north of Airport Freeway and west of Parkwood Drive. (PZ-SUP-2016-50056)**

Emilio Sanchez, Planning Manager, reviewed zoning case PZ-SUP-2016-50056.

Jana Gradeva, petitioner, 14583 Berklee Drive, Addison, TX 75001.

Ms. Gradeva and her brother Alex Gradeva have started this entrepreneurial project together.

Ms. Gradeva said that not many people know what an escape room is and explained that it is a good team-bonding activity. People in the group need to work together to solve puzzles and sequential riddles. The rooms will not be locked; it is more like a mystery room.

Ms. Gradeva said they chose to establish this business location in Bedford because it is in a retail center. This location in Bedford is optimal because of the surrounding businesses. They want to get involved with the community and build partnerships with local businesses.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF OCTOBER 27, 2016**

DRAFT

Ms. Gradeva accentuated different activities and advantages specific to private and public sectors. For-profit group activities include corporate teambuilding, product bundles, and cross advertising. Non-profit groups benefit with community awareness and outreach as well as cross advertising. Additionally, their services are taxable, which will be beneficial to the City of Bedford with an increase in sales tax revenue.

Escape Pro, LLC's mission statement is "To entertain, bring people together, and promote interpersonal skills in a fun, safe, and intellectually stimulating environment."

Ms. Gradeva further specified why they decided on this specific location. The suite is located in a retail shopping center and the layout of the office is ideal for their vision. The parking is plentiful and well-lit. This location is also within close proximity to S.H. 121 and 183. They will work together with neighboring businesses for cross-promotion. Additionally, this location is not close to any residential areas.

Commissioner McMillan asked if the office layout could be clarified and how many people can be in each room at a time.

Alex Gradeva, co-applicant, 14583 Berklee Drive, Addison, Texas 75001, approached the podium to answer Commissioner McMillan's question. Mr. Gradeva stated that the floor plan submitted with the application was not to scale. The layout is the same, however the room sizes will be different than the conceptual layout presented. They anticipate 50 to 60 people at one time will be the maximum.

Commissioner McMillan asked for clarification of the number of people in one group and if they can accommodate different groups in different rooms at the same time.

Mr. Gradeva said that they may have one large room with different riddles for separate groups. The smaller rooms will be set up with the first one having two exits, one for entry to the room and the other that opens up to another room once the puzzle is solved. They will be able to accommodate different groups at the same time by time increments of 15 minutes. After one group moves into the next room, the new group will start in the first room 15 minutes later. This operation method allows operations to move smoothly while accommodating separate groups.

Commissioner Culver asked what their hours of operation will be.

Mr. Gradeva said they will operate from 10:00 a.m. to 2:00 a.m. Monday thru Sunday; they are trying to be consistent with the other businesses in the same strip center. Their daytime operations will be by appointment, which will be mostly their corporate business. Evening times will be open to the general public.

Commissioner Stroope asked if the rooms will be one quarter of the size of the council chambers or smaller.

Mr. Gradeva said that the space is 4,270 square feet. At least one room will be about a quarter of the size of the council chambers, but the others that are connected will be smaller.

Commissioner McMillan asked what the admission cost will be.

Mr. Gradeva said based on competition of other escape rooms in the area, the price will be around \$25 to \$30 per person. The occupancy of each room will be five to seven people.

Commissioner Reese asked how many escape rooms they have been to elsewhere.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF OCTOBER 27, 2016**

DRAFT

Mr. Gradeva said in addition to all of the escape rooms in the metroplex, they have been to about eight to ten rooms in Europe and two in Dubai.

Commissioner Austin asked if they are sure they will have adequate parking in the evening.

Mr. Gradeva said that there is parking in the front and the back of the building. The parking in the back will be labeled. The space they are leasing will have an entrance in both sides of the suite so that the people who park in the back do not have to walk all the way around the building. They also get four dedicated parking spaces with their lease.

Chairman Carlson opened the public hearing at 7:26 p.m.

Chairman Carlson closed the public hearing at 7:26 p.m.

Commissioner Reese stated that he thinks this business will be a successful fit and he would endorse it.

Chairman Carlson reiterated Commissioner Reese's statement and supports this business also.

Motion: Commissioner Austin made a motion to approve zoning case PZ-SUP-2016-50056.

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

Ayes: Commissioners Culver, Reese, Austin, Stroope, Davis, McMillan, and Chairman Carlson

Nays: None

Abstention: None

Motion approved 7-0-0. Chairman Carlson recommended approval of zoning case PZ-SUP-2016-50056.

- 4. Zoning Case PZ-SUP-2016-50059, public hearing and consider a request to rezone Lot 1, Block 1, Harwood Village North Addition, located at 605 Harwood Road (2926 Brown Trail), Bedford, Texas, from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Dog Kennels (H/SUP), specific to Section 3.2.C.(9)n, Dog Kennels (Breeding, Training, or Boarding), of the City of Bedford Zoning Ordinance, allowing for Furever Love – Pet Boarding and Daycare to operate a pet boarding/pet daycare facility. The subject property is generally located north of Harwood Road and east of Brown Trail. (PZ-SUP- 2016-50059)**

Emilio Sanchez, Planning Manager, reviewed zoning case PZ-SUP-2016-50059.

David Lee, petitioner, 1204 Cliffwood Road, Euless, Texas 76040.

Mr. Lee addressed the concern of breed restrictions from the Planning & Zoning Commission meeting on August 25, 2016. The breeds that will be restricted are Pitbull, Rottweiler, and Akita dogs. There will also be a temperament test for other dog breeds that are deemed aggressive prior to accepting them for boarding/day care.

Mr. Lee addressed the concern for the lack of designated areas inside and outside for the dogs to relieve themselves. A material called Pup-Grass, specifically made for indoor dog kennels, will be installed indoors that is specific to collecting animal urine.

Mr. Lee addressed the concern for the fact that this space is located right next to a donut shop and the risk of dogs escaping their owners and running to people leaving the donut shop. The



CITY OF
BEDFORD

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

October 28, 2016

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

SENT VIA E-MAIL: clopez@star-telegram.com on Friday, October 28, 2016.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Sunday, October 30, 2016.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Wednesday, November 15, 2016, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Site Plan Case PZ-SP-2016-50043, public hearing and consider a resolution for a site plan for an approximate 12,000 sq. ft. expansion to the existing Texas Health Harris Methodist HEB Surgical center. The property is zoned Service Commercial (S) and located in the Master Highway Corridor Overlay District (MHC) specific to Section 4.18 of the City of Bedford Zoning Ordinance. The address is 1600 Hospital Parkway and the legal description is Lot 1B, Block 1, H E B Medical Center Addition. The property is generally located south of Airport Freeway and east of Hospital Parkway. (PZ-SP-2016-50043)

Site Plan Case PZ-SP-2016-50054, public hearing and consider a resolution for a site plan for a KFC/Taco Bell Renovation. The property is zoned Heavy Commercial (H) and located in the Master Highway Corridor Overlay District (MHC) specific to Section 4.18 of the City of Bedford Zoning Ordinance. The address is 1505 Brown Trail and the legal description is Block 2, Lot 2B, Airport Freeway Center. The property is generally located south of Airport Freeway and west of Brown Trail. (PZ-SP-2016-50054)

Specific Use Permit Case PZ-SUP-2016-50056, public hearing and consider an ordinance to rezone Lot 1A, Block 1, The Oaks (Bedford) Addition, located at 1825 Airport Freeway (1701 Airport Freeway) from Planned Unit Development (PUD) to amended Planned Unit Development / Specific Use Permit / Indoor Amusement Center, specific to 3.2.C(13)g of the City of Bedford Zoning Ordinance, allowing for Escape Pro, LLC to operate an indoor amusement center. The property is generally located north of Airport Freeway and west of Parkwood Drive. (PZ-SUP-2016-50056)



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 11/15/16

Council Mission Area: Foster economic growth.

ITEM:

Public hearing and consider a resolution approving a site plan for a KFC/Taco Bell Renovation. The property is zoned Heavy Commercial (H) and located in the Master Highway Corridor Overlay District (MHC) specific to Section 4.18 of the City of Bedford Zoning Ordinance. The address is 1505 Brown Trail and the legal description is Block 2, Lot 2B, Airport Freeway Center Addition. The property is generally located south of Airport Freeway and west of Brown Trail. (PZ-SP-2016-50054)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The subject property is generally bound by Airport Freeway to the north, Brown Trail to the east and Deuce Drive to the south. The applicant is requesting approval of a site plan and building elevations for the exterior renovations of awnings and building color scheme of the existing building located in the Master Highway Corridor Overlay District (MHC). The proposed color scheme is the new prototypical colors for any new or renovated KFC and Taco Bell.

The Planning and Zoning Commission recommended approval for this site plan at their October 27, 2016 meeting by a vote of 7-0-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution approving a site plan for a KFC/Taco Bell Renovation. The property is zoned Heavy Commercial (H) and located in the Master Highway Corridor Overlay District (MHC) specific to Section 4.18 of the City of Bedford Zoning Ordinance. The address is 1505 Brown Trail and the legal description is Block 2, Lot 2B, Airport Freeway Center Addition. The property is generally located south of Airport Freeway and west of Brown Trail. (PZ-SP-2016-50054)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Site Plan
Building Elevations
Aerial
Zoning Sign Photo
Planning & Zoning Minutes
Copy of Legal Ad Published in Star Telegram

RESOLUTION NO. 16-

A RESOLUTION APPROVING A SITE PLAN FOR A KFC/TACO BELL RENOVATION. THE PROPERTY IS ZONED HEAVY COMMERCIAL (H) AND LOCATED IN THE MASTER HIGHWAY CORRIDOR OVERLAY DISTRICT (MHC) SPECIFIC TO SECTION 4.18 OF THE CITY OF BEDFORD ZONING ORDINANCE. THE ADDRESS IS 1505 BROWN TRAIL AND THE LEGAL DESCRIPTION IS BLOCK 2, LOT 2B, AIRPORT FREEWAY CENTER. THE PROPERTY IS GENERALLY LOCATED SOUTH OF AIRPORT FREEWAY AND WEST OF BROWN TRAIL. (PZ-SP-2016-50054)

WHEREAS, the property is located within the Master Highway Corridor Overlay District (MHC), which requires site plan approval from both the Planning and Zoning Commission and the City Council of Bedford, Texas; and,

WHEREAS, the Planning and Zoning Commission recommended approval of the site plan at their October 27, 2016 meeting; and,

WHEREAS, the City Council of Bedford, Texas finds that it is in the best interest of the City to accept the KFC/Taco Bell Site Plan; and,

WHEREAS, the said Site Plan is known as Exhibit "A" and Building Elevations as Exhibit "B", Lot 2B, Block 2, Airport Freeway Center Addition, and is located at 1505 Brown Trail, Bedford, Texas. The property is generally located south of Airport Freeway and east of Brown Trail.

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

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

SECTION 2. That the City Council hereby approves a resolution accepting the Site Plan and Building Elevations for an exterior renovation to the existing KFC/Taco Bell located at 1505 Brown Trail, Bedford, Texas.

PRESENTED AND PASSED this the 15th day of November 2016, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

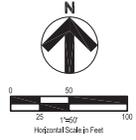
Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



EXISTING CONDITION IS BASED OFF AERIAL IMAGERY AND IS FOR REFERENCE ONLY.



SITE PLAN
SCALE: 1"=50'



KFC

GPD GROUP
Professional Corporation
520 South Main St., Suite 2531
Akron, OH 44311
330.572.2100 330.572.2101

DRAWING SUBMITTALS

DATE	BY	DESCRIPTION

REVISION:

Mark	Date	By

PROJECT TITLE
%50 SERIES 6000
TO AMERICAN SHOWMAN™
TEMPLATE VERSION
RELEASE 2.0 JAN. 2016
INCENTIVE SCOPE
1505 BROWN TRAIL
BEDFORD, TX 76022
COMMISSIONING: C771006
GPD JOB NO.: 2016394.35
SHEET TITLE
SITE PLAN

SHEET NO.
G-1.1

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GENERAL NOTES

A. G.C. TO PROVIDE VERIFICATION OF EXISTING STRUCTURAL ATTACHMENTS FOR NEW BUILDING ELEMENTS. IF REQUIRED PROVIDE ADDITIONAL BLOCKING PER VENDORS RECOMMENDATION.

B. ALL SIGNAGE, GRAPHICS, AND AWNINGS ARE SHOWN AS A DESIRED BEST CASE LAYOUT. A FINAL SIGNAGE SUBMITTAL SHALL BE DEVELOPED BY THE SIGNAGE VENDOR AND PERMITTED BY THE SIGN VENDOR UNDER A SEPARATE PERMIT FROM THE BUILDING PERMIT.

IMAGE COMPONENT SCHEDULE
CONTD

BUILDING EXTERIOR ELEMENTS	
B5a	SHUTTERED AWNINGS - 6'-0" WIDE
B5b	SHUTTERED AWNINGS - 6'-4" WIDE
B5c	SHUTTERED AWNINGS - 7'-0" WIDE
B5d	SHUTTERED AWNINGS - 7'-4" WIDE
B5e	BECON DOOR HANDLES

IMAGE COMPONENTS SCHEDULE - CONTD

TACO BELL BUILDING EXTERIOR ELEMENTS	
V-318	TACO BELL 4'-0" X 9'-0" CANOPY
V-322	TACO BELL 'SWINGING BELL' SIGN
V-329	TACO BELL MINI 'SWINGING BELL' SIGN
V-329	12 HIGH TACO BELL LETTER SET
V-367	TACO BELL BUILDING ACCENT
V-370	TACO BELL SLAT WALL SYSTEM SLAT AND LOWER CUSTOM SIZE/HEIGHT. SEE DIMS

FINISH SCHEDULE

WORK	LOCATION	MFG./CONTACT	MODEL / COLOR	REMARKS	
P1	EXTERIOR PAINT	BEULAH MOORE	DORCHY HAZZARD P. 800.225.5147 ext. 1841 C. (281.353.3800) beulah.moore@beulahmoore.com	ALUMA EXTERIOR PAINT ELECTRIC RED/98-79 SATN (B3) 100% ACRYLIC HIBRID FLS.	SELF-PRIMING
P2	EXTERIOR PAINT	BEULAH MOORE	DORCHY HAZZARD P. 800.225.5147 ext. 1841 C. (281.353.3800) beulah.moore@beulahmoore.com	ALUMA EXTERIOR PAINT BLACK HORIZON SATN (B3) 100% ACRYLIC HIBRID FLS.	SELF-PRIMING
P3	EXTERIOR PAINT	BEULAH MOORE	DORCHY HAZZARD P. 800.225.5147 ext. 1841 C. (281.353.3800) beulah.moore@beulahmoore.com	ALUMA EXTERIOR PAINT BLACK HORIZON SATN (B3) 100% ACRYLIC HIBRID FLS.	SELF-PRIMING
P4	EXTERIOR PAINT	SHIRAZ WILLIAMS	BRAD HARRINGTON P. 813.278.4873 brad@harringtoncolor.com	SW-PRIM CLIMATE SW-4322 CAROL SWACK	SELF-PRIMING
P42	EXTERIOR PAINT	SHIRAZ WILLIAMS	BRAD HARRINGTON P. 813.278.4873 brad@harringtoncolor.com	SW-PRIM CLIMATE SW-4322 CAROL SWACK	SELF-PRIMING
P43	EXTERIOR PAINT	SHIRAZ WILLIAMS	BRAD HARRINGTON P. 813.278.4873 brad@harringtoncolor.com	SW-PRIM CLIMATE SW-4322 CAROL SWACK	SELF-PRIMING
P22	EXTERIOR METAL	MATTHEWS MOORE	DORCHY HAZZARD P. 800.225.5147 ext. 1841 C. (281.353.3800) beulah.moore@beulahmoore.com	MAP ULTRA LOW VOC SATN ACRYLIC POLYURETHANE CUSTOM MATCH BRUNSWAR WOOD ST-10 WOODING WEL SATN FRESH	SELF-PRIMING
P23	EXTERIOR METAL	MATTHEWS MOORE	DORCHY HAZZARD P. 800.225.5147 ext. 1841 C. (281.353.3800) beulah.moore@beulahmoore.com	MAP ULTRA LOW VOC SATN ACRYLIC POLYURETHANE CUSTOM MATCH BRUNSWAR WOOD ST-10 WOODING WEL SATN FRESH	SELF-PRIMING
P27	EXTERIOR METAL	BEULAH MOORE	DORCHY HAZZARD P. 800.225.5147 ext. 1841 C. (281.353.3800) beulah.moore@beulahmoore.com	MAP ULTRA LOW VOC SATN ACRYLIC POLYURETHANE CUSTOM MATCH BRUNSWAR WOOD ST-10 WOODING WEL SATN FRESH	SELF-PRIMING
P28	EXTERIOR METAL	BEULAH MOORE	DORCHY HAZZARD P. 800.225.5147 ext. 1841 C. (281.353.3800) beulah.moore@beulahmoore.com	MAP ULTRA LOW VOC SATN ACRYLIC POLYURETHANE CUSTOM MATCH BRUNSWAR WOOD ST-10 WOODING WEL SATN FRESH	SELF-PRIMING
S11	EXTERIOR STACK STONE	ROYAL	GENE QUAYSON (281.34.6588) EXT 115	VERSAGLONE 100% CUT FLAM GREENE	



- FINISH NOTES**
- NEW M2 EXTERIOR LIGHT SCENES (INSTALLED ABOVE EXISTING CEILING IN EXISTING LOCATIONS). ELECTRICAL CONTRACTOR TO VERIFY CAPACITY ON EXISTING CIRCUITS FOR LIGHTS
 - PAINT WALL SURFACE BEHIND NEW AWNINGS
 - PAINT 4" WIDE BORDER WINDOW SURROUND AS INDICATED
 - EXISTING PARAPET COPING TO BE REPAIRED, SEALED AND PAINTED
 - EXISTING RAILING TO BE PAINTED SF-3
 - STENCIL PAINTED GRAPHIC ELEMENT
 - NEW EXTERIOR PAINT TREATMENT
 - EXISTING WINDOWS
 - EXISTING BOLLARD
 - NEW EXTERIOR LIGHT FIXTURE CENTERED ON WINDOW AND/OR GRAPHIC. OTHERWISE AS INDICATED IN ELEVATION. PATCH AND REPAIR ROOF MEMBRANE AT FIXTURE ATTACHMENT POINT. ELECTRICAL CONTRACTOR TO VERIFY CAPACITY ON EXISTING CIRCUITS FOR LIGHTS
 - REINSTALL ADDRESS NUMBERS AFTER PAINTING
 - NEW SIGNAGE ACCENT LIGHT FIXTURE. REFER TO LIGHT FIXTURE SCHEDULE. ELECTRICAL CONTRACTOR TO VERIFY CAPACITY ON EXISTING CIRCUITS FOR LIGHTS
 - NEW PRE-FINISHED METAL LOUVERED AWNINGS (AWNINGS ABOVE DOORS TO HAVE RAIN DIVERTERS)
 - NEW DRIVE-THRU CANOPY
 - NEW STAND OFF METAL PANEL SYSTEM W/ VINYL GRAPHICS
 - NEW KFC INDIVIDUAL LETTER FACES AND CABINET CANS.
 - NEW METAL PANEL SYSTEM ATTACHED TO AND HELD OFF EXISTING TOWER. TOP OF PANELING TO ALIGN WITH BOTTOM OF EXISTING TOWER COPING.
 - PAINT EXISTING EXTERIOR DOOR AND FRAME
 - NEW EXTERIOR WALL LIGHT, M-3
 - EXISTING STOREFRONT
 - NEW TB BRAND SIGNAGE



DRAWING SUBMITTALS

REVISIONS TO BE SUBMITTED REVIEW BY:

DATE	BY	REVISION
DATE	BY	REVISION

IMAGE COMPONENTS SCHEDULE

SIGNAGE	ITEM DESCRIPTION
S1a	VINYL LOGO/GRAPHICS FOR TOWER PANEL - FULL HT.
S1b	VINYL LOGO/GRAPHICS FOR TOWER PANEL - HALF HT.
S2a	KFC CHANNEL LETTER FACE REPLACEMENT - 30" RED
S2b	KFC CHANNEL LETTER FACE REPLACEMENT - 24" RED
S2c	KFC CHANNEL LETTER FACE REPLACEMENT - 30" WHITE
S2d	KFC CHANNEL LETTER FACE REPLACEMENT - 24" WHITE
S3a	KFC CHANNEL LETTERS - 30" RED
S3b	KFC CHANNEL LETTERS - 24" RED
S3c	KFC CHANNEL LETTERS - 30" WHITE
S3d	KFC CHANNEL LETTERS - 24" WHITE
S3e	KFC CHANNEL LETTERS - 18" RED
S4	'REAL MEALS TO GO' DIMENSIONAL LETTERS FOR 15 DT CANOPY
S4b	'REAL MEALS TO GO' VINYL LETTERS FOR 8 DT CANOPY
S5a	'WORLD FAMOUS CHICKEN' LETTERS - 16" DIMENSIONAL PM MOUNT
S5b	'WORLD FAMOUS CHICKEN' 16" LETTERS - PAINT
S5c	'WORLD FAMOUS CHICKEN' 12" LETTERS - PAINT
S5d	'WORLD FAMOUS CHICKEN' STACKED LETTERS PAINT
S6	'REAL MEALS' BUCKET SIGN
S7	'REAL MEALS TO GO' BUCKET SIGN
S8a	'HARD WAY' PAINT TEMPLATE - 6" ROUND
S8d	'HARD WAY' PAINT TEMPLATE - HORIZONTAL
G9a	STORE HOURS - ENTRY
G9b	STORE HOURS - DT WINDOW

BUILDING EXTERIOR ELEMENTS

B1a	TOWER PANEL WITH LOGO AND GRAPHICS - FULL HEIGHT WITH EXTENDER
B1b	TOWER PANEL WITH LOGO AND GRAPHICS - HALF HT.
B5a	SHUTTERED AWNINGS - 6'-0" WIDE
B5b	SHUTTERED AWNINGS - 6'-4" WIDE
B5c	SHUTTERED AWNINGS - 7'-0" WIDE

REVISION:

Mark	Date	By

PROJECT TITLE

"K-50 SERIES 6000 TO AMERICAN SHOWMAN" TEMPLATE PERSON RELEASE 2.0 JAN. 2016

INVESTIGATOR

1505 BROWN TRAIL BEDFORD, TX 76022

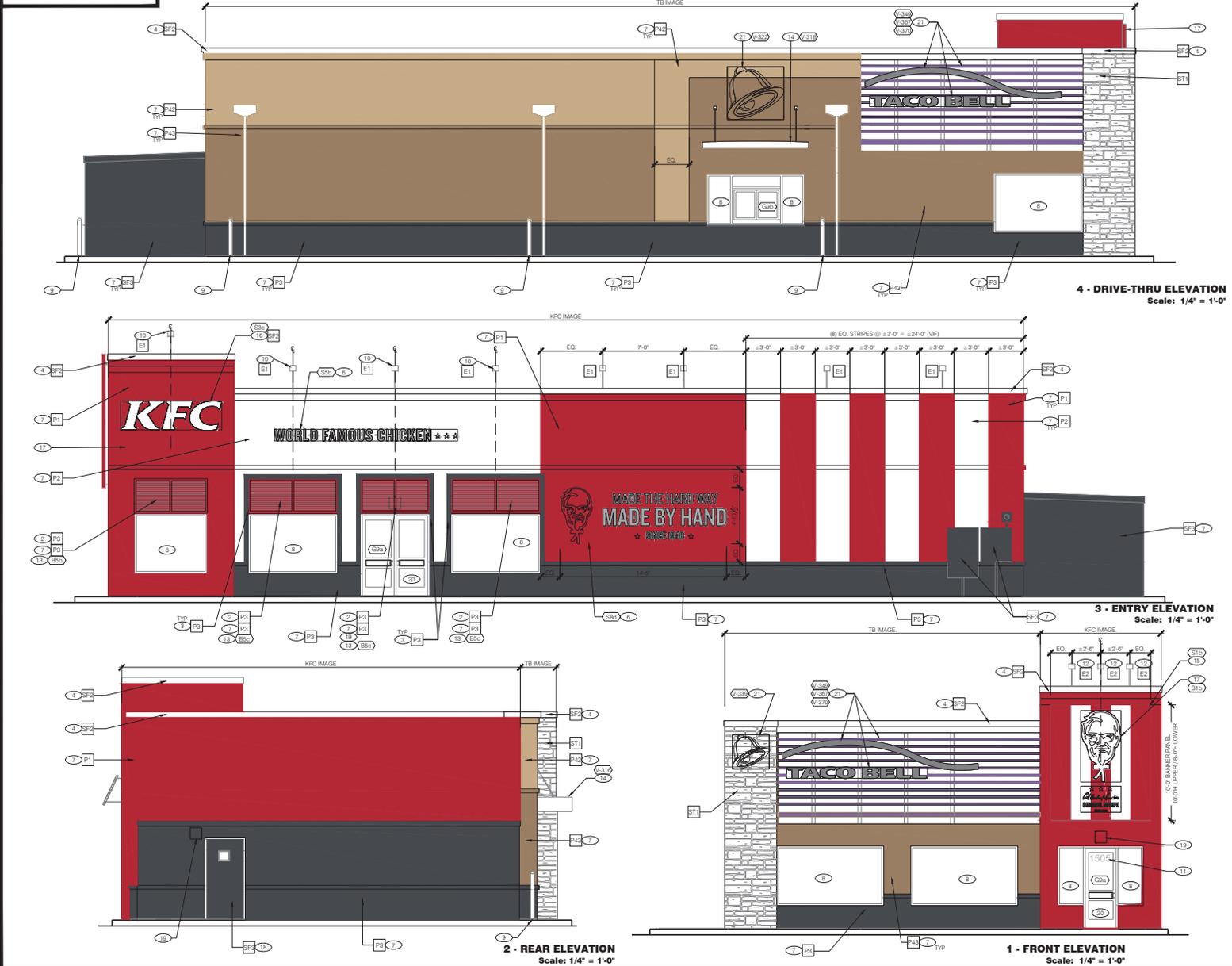
COMMISSION NO. C771006
GPD JOB NO. 2016394.55

SHEET TITLE

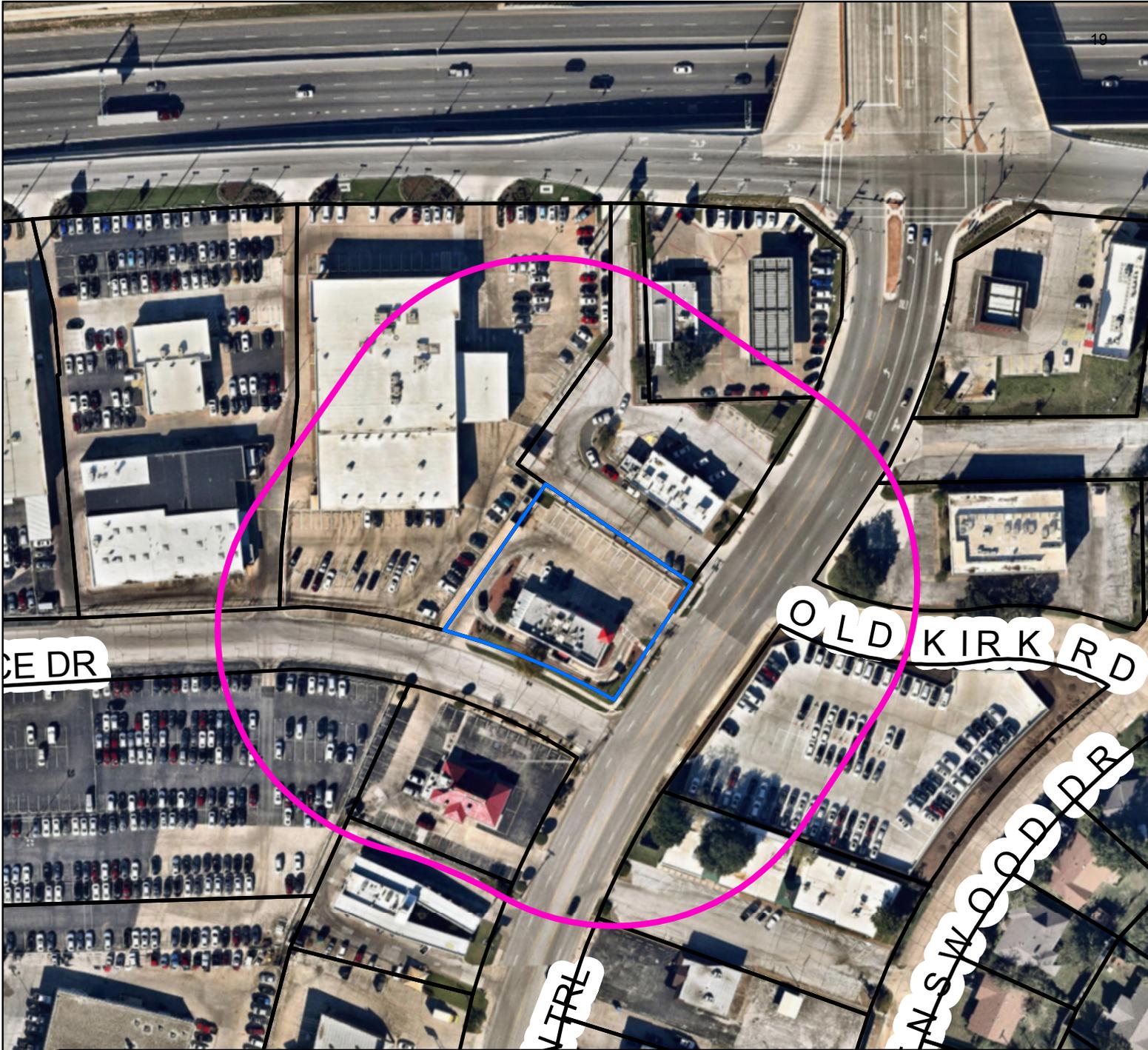
EXTERIOR ELEVATIONS

SHEET NO.

A-2.0



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Hearing

Date: 10-27-2016 PZ-SP-2016-50054

**Address: 1505 Brown Trail
Bedford, TX 76022**

**Legal Description:
Lot 2B, Block 2,
AIRPORT FREEWAY CENTER ADDITION**

-  200 Ft Buffer
-  Project Location



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



Legend

-  Proposed Property
-  Proposed Buildings

Applicants Signature of Acknowledgement



PZ-SP-2016-50054

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF OCTOBER 27, 2016**

DRAFT

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

APPROVAL OF MINUTES

1. **Consider approval of the following Planning and Zoning Commission meeting minutes: October 13, 2016 regular meeting**

Motion: Commissioner Culver made a motion to approve the meeting minutes of the October 13th, 2016 regular meeting.

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

Ayes: Commissioners Culver, Austin, Stroope, Davis, McMillan, and Chairman Carlson

Nays: None

Abstention: Commissioner Reese

Motion approved 7-0-0. Chairman Carlson declared the October 13th, 2016 meeting minutes approved.

PUBLIC HEARINGS

2. **Site Plan Case PZ-SP-2016-50054, public hearing and consider a site plan for a KFC Renovation. The property is zoned Heavy Commercial (H) and located in the Master Highway Corridor Overlay District (MHC). The address is 1505 Brown Trail and the legal description is Block 2, Lot 2B, Airport Freeway Center. The property is generally located south of Airport Freeway and west of Brown Trail. (PZ-SP-2016-50054)**

Emilio Sanchez, Planning Manager, reviewed zoning case PZ-SP-2016-50054.

The existing building is currently a Kentucky Fried Chicken and a Taco Bell. The building will remain a Kentucky Fried Chicken / Taco Bell.

The applicant is requesting to renovate the building to their current typical exterior store. They are also going to be doing an interior remodel.

They are not proposing any changes on the site plan. There will not be an increase in square footage of the building or parking lot, changes to the existing landscaping, or anything of that nature. This case is being presented to the Planning & Zoning Commission because the building is located within the Master Highway Corridor Overlay District (MHC), and the exterior color of the building they are proposing is outside of the earth-tone color pallet.

The applicant stated that this is the newest prototype of the Kentucky Fried Chicken stores. This will be similar to their other store locations. They are remodeling the other Bedford store located on Harwood Road, which will be the same color scheme as well. The store located on Harwood is outside of the MHC.

The Comprehensive Land-Use Plan has this designated as Commercial Focus. The Development Review Committee met and had no comments regarding this case moving forward.

The applicant had some travel conflicts and were unable to make it to the Planning & Zoning meeting.

Chairman Carlson clarified that the store located at Harwood Rd. and S.H. 121 is also planned to be

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF OCTOBER 27, 2016**

DRAFT

renovated to match the one on Brown Trail.

Emilio Sanchez confirmed that the two stores will be getting the same renovation.

Commissioner Reese asked if the store on Harwood will look exactly like the one on Brown Trail.

Emilio Sanchez stated that they will not look exactly the same because the store on Brown Trail is dually operated with a Taco Bell store. The plans for the Brown Trail location show a brown colored stucco on one side of the building, and that brown stucco will not be on the Harwood Road location.

Commissioner Reese stated that the entire store will basically look like a bucket of chicken.

Emilio Sanchez confirmed Commissioner Reese's observation.

Chairman Carlson opened the public hearing at 7:07 p.m.

Chairman Carlson closed the public hearing at 7:07 p.m.

Motion: Commissioner Culver made a motion to approve zoning case PZ-SP-2016-50054.

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

Ayes: Commissioners Culver, Reese, Austin, Stroope, Davis, McMillan, and Chairman Carlson

Nays: None

Abstention: None

Motion approved 7-0-0. Chairman Carlson recommended approval of zoning case PZ-SP-2016-50054.

3. **Specific Use Permit Case PZ-SUP-2016-50056, public hearing and consider a request to rezone Lot 1A, Block 1, The Oaks (Bedford) Addition, located at 1825 Airport Freeway (1701 Airport Freeway) from Planned Unit Development (PUD) to amended Planned Unit Development / Specific Use Permit / Indoor Amusement Center, specific to 3.2.C(13)g of the City of Bedford Zoning Ordinance, allowing for Escape Pro, LLC to operate an indoor amusement center. The property is generally located north of Airport Freeway and west of Parkwood Drive. (PZ-SUP-2016-50056)**

Emilio Sanchez, Planning Manager, reviewed zoning case PZ-SUP-2016-50056.

Jana Gradeva, petitioner, 14583 Berklee Drive, Addison, TX 75001.

Ms. Gradeva and her brother Alex Gradeva have started this entrepreneurial project together.

Ms. Gradeva said that not many people know what an escape room is and explained that it is a good team-bonding activity. People in the group need to work together to solve puzzles and sequential riddles. The rooms will not be locked; it is more like a mystery room.

Ms. Gradeva said they chose to establish this business location in Bedford because it is in a retail center. This location in Bedford is optimal because of the surrounding businesses. They want to get involved with the community and build partnerships with local businesses.



CITY OF
BEDFORD

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

October 28, 2016

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

SENT VIA E-MAIL: clopez@star-telegram.com on Friday, October 28, 2016.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Sunday, October 30, 2016.

MESSAGE:

CITY OF BEDFORD
PUBLIC HEARING

The City of Bedford City Council gives notice of a public hearing on Wednesday, November 15, 2016, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Site Plan Case PZ-SP-2016-50043, public hearing and consider a resolution for a site plan for an approximate 12,000 sq. ft. expansion to the existing Texas Health Harris Methodist HEB Surgical center. The property is zoned Service Commercial (S) and located in the Master Highway Corridor Overlay District (MHC) specific to Section 4.18 of the City of Bedford Zoning Ordinance. The address is 1600 Hospital Parkway and the legal description is Lot 1B, Block 1, H E B Medical Center Addition. The property is generally located south of Airport Freeway and east of Hospital Parkway. (PZ-SP-2016-50043)

Site Plan Case PZ-SP-2016-50054, public hearing and consider a resolution for a site plan for a KFC/Taco Bell Renovation. The property is zoned Heavy Commercial (H) and located in the Master Highway Corridor Overlay District (MHC) specific to Section 4.18 of the City of Bedford Zoning Ordinance. The address is 1505 Brown Trail and the legal description is Block 2, Lot 2B, Airport Freeway Center. The property is generally located south of Airport Freeway and west of Brown Trail. (PZ-SP-2016-50054)

Specific Use Permit Case PZ-SUP-2016-50056, public hearing and consider an ordinance to rezone Lot 1A, Block 1, The Oaks (Bedford) Addition, located at 1825 Airport Freeway (1701 Airport Freeway) from Planned Unit Development (PUD) to amended Planned Unit Development / Specific Use Permit / Indoor Amusement Center, specific to 3.2.C(13)g of the City of Bedford Zoning Ordinance, allowing for Escape Pro, LLC to operate an indoor amusement center. The property is generally located north of Airport Freeway and west of Parkwood Drive. (PZ-SUP-2016-50056)

ITEM #8 IS TO BE DISCUSSED BY COUNCIL IN EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.087. THE MATERIALS FOR THESE ITEMS WILL BECOME PUBLIC INFORMATION UPON COUNCIL APPROVAL. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 817.952.2104 IF YOU HAVE ANY QUESTIONS.



Council Agenda Background

PRESENTER: Brandi West, Grants Administrator

DATE: 11/15/16

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

ITEM:

Consider a resolution of the City Council of Bedford, Texas authorizing the submission of a grant application to the Assistance to Firefighters Grant administered by the Department of Homeland Security, Federal Emergency Management Agency's Grant Programs Directorate.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The Fire Department was made aware of a competitive grant through the Assistance to Firefighters Grant (AFG) administered by the Department of Homeland Security, Federal Emergency Management Agency's Grant Programs Directorate. The purpose of the AFG Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards, by providing direct financial assistance to eligible fire departments, nonaffiliated EMS organizations, and State Fire Training Academies for critically needed resources to equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience.

Staff is reintroducing this resolution due to the fact that the previous submission indicated a request for ultrasound equipment for each ambulance. Since that time, staff learned that a request for such specialized equipment would likely go unfunded as it is deemed a low priority by the AFG standards. In lieu of the ultra sound equipment, the Fire Department is requesting four Automatic Chest Compression Devices (ACCDs) through this grant program. The intent would be to have one ACCD per MICU/ambulance. ACCDs align as high priority for both the Bedford Fire Department and AFG.

The request totals \$62,000. Should the grant be awarded, the City of Bedford will be required to contribute 10% (\$6,200) of the total cost as a match.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution of the City Council of Bedford, Texas authorizing the submission of a grant application for the Fire Department to the Assistance to Firefighters Grant administered by the Department of Homeland Security, Federal Emergency Management Agency's Grant Programs Directorate.

FISCAL IMPACT:

Assistance to Firefighters Grant requires a match of 10% of the total project, which is \$6,200.

ATTACHMENTS:

Resolution

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE ASSISTANCE TO FIREFIGHTERS GRANT ADMINISTERED BY THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY'S GRANT PROGRAMS DIRECTORATE.

WHEREAS, the Bedford Fire Department provides emergency services to the public including fire fighting, emergency medical services, hazardous materials response, swift water rescue and fire prevention necessary for the health, safety and well-being of the citizens of Bedford; and,

WHEREAS, the City Council of Bedford, Texas finds it is in the best interest of the citizens of Bedford to seek funding for the Fire Department through the Assistance to Firefighters Grant program.

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 of Bedford, Texas, authorizes the submission of the grant application to the Assistance to Firefighters Grant, Grant Programs Directorate, Federal Emergency Management Agency, Department of Homeland Security.

SECTION 3. That the City Council of Bedford, Texas acknowledges the Assistance to Firefighter Grant requires a 10% match of funds should the grant be awarded.

PRESENTED AND PASSED this 15th day of November 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: Sean Fay, Fire Chief

DATE: 11/15/16

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

ITEM:

Consider a resolution authorizing the City Manager to continue the multi-year agreement between the City of Bedford, Texas and Motorola Solutions, Inc. in the amount of \$308,288.88 for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

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

The City of Bedford will enter into a multi-year agreement with Motorola Solutions, Inc. in the amount of \$308,288.88 for support and maintenance of the trunk radio infrastructure and the trunk radio system manager. The grand total of \$308,288.88 will be divided equally, with one-sixth, or \$51,381.48 being paid by each member city under the proposed contract. The term for the support and maintenance contract is October 1, 2015 through September 30, 2020. The City of Bedford manages the contract with assistance from the City of Colleyville.

Funding for this item was approved in the FY 2016-17 Budget.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to continue the multi-year agreement between the City of Bedford, Texas and Motorola Solutions, Inc. in the amount of \$308,288.88 for support and maintenance of the trunk radio infrastructure, and for the trunk radio system manager.

FISCAL IMPACT:

General Fund:	\$48,298.59
Water Fund:	\$2,569.07
Sewer Fund:	<u>\$513.82</u>
Total:	\$51,381.48

ATTACHMENTS:

Resolution
Contracts

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO CONTINUE A MULTI-YEAR AGREEMENT BETWEEN THE CITY OF BEDFORD AND MOTOROLA SOLUTIONS, INC. IN THE AMOUNT OF \$308,288.88 FOR SUPPORT AND MAINTENANCE OF THE TRUNK RADIO INFRASTRUCTURE AND FOR THE TRUNK RADIO SYSTEM MANAGER.

WHEREAS, the City Council of Bedford, Texas determines the necessity to enter into an agreement with Motorola Solutions, Inc. in the amount of \$308,288.88 for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager; and,

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

WHEREAS, the City of Bedford will equally share the expense total of \$308,288.88 with each member city of the Northeast Tarrant County Trunk Radio Consortium with Bedford's portion being \$51,381.48; and,

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

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

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

SECTION 2. That the City Council hereby authorizes the City Manager to continue a multi-year agreement with Motorola Solutions, Inc. for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager in the amount of \$308,288.88.

SECTION 3. That the City of Bedford will be fiscally responsible for one-sixth of the total amount, or \$51,381.48.

PRESENTED AND PASSED this 15th day of November 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

Service Terms and Conditions

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

Section 1 APPLICABILITY

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

Section 2 DEFINITIONS AND INTERPRETATION

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

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

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

Section 3 ACCEPTANCE

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

Section 4 SCOPE OF SERVICES

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

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

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

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

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

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

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

Section 5 EXCLUDED SERVICES

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

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

Section 6 TIME AND PLACE OF SERVICE

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

Section 7 CUSTOMER CONTACT

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

Section 8 PAYMENT

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

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

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

Section 9 WARRANTY

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

Section 10 DEFAULT/TERMINATION

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

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

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15 COVENANT NOT TO EMPLOY

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

Section 16 MATERIALS, TOOLS AND EQUIPMENT

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

Section 17 GENERAL TERMS

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

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

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

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

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

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

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

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



Council Agenda Background

PRESENTER: Sean Fay, Fire Chief

DATE: 11/15/16

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

ITEM:

Consider a resolution authorizing payment to the City of North Richland Hills, in the amount of \$32,347.80, to provide continuous maintenance for subscriber radios and auxiliary equipment.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

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

The City of Bedford has determined the necessity to secure radio services with the City of North Richland Hills, in the amount of \$32,347.80, to provide continuous maintenance to subscriber radios and auxiliary equipment to obtain maximum performance.

Funding for this item was approved in the FY 2016-17 Budget.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing payment to the City of North Richland Hills, in the amount of \$32,347.80, to provide continuous maintenance for subscriber radios and auxiliary equipment.

FISCAL IMPACT:

General Fund:	\$30,406.93
Water and Sewer Fund:	\$1,617.39
Storm Water Fund:	<u>\$323.48</u>
Total:	\$32,347.80

ATTACHMENTS:

Resolution
1996 Interlocal Agreement

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING PAYMENT TO THE CITY OF NORTH RICHLAND HILLS, IN THE AMOUNT OF \$32,347.80, TO PROVIDE CONTINUOUS MAINTENANCE FOR SUBSCRIBER RADIOS AND AUXILIARY EQUIPMENT.

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

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

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

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

WHEREAS, the City of Bedford has determined the necessity to secure radio services with the City of North Richland Hills Radio Frequency Consortium in the amount of \$32,347.80 to provide continuous maintenance to subscriber radio and auxiliary units to obtain maximum performance; and,

WHEREAS, the agreement would commence October 1, 2016 and expire September 30, 2017.

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

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

SECTION 2. That the City Council hereby authorizes payment to the City of North Richland Hills in the amount of \$32,347.80, in accordance with the 1996 interlocal agreement.

PRESENTED AND PASSED this 15th day of November, 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

STATE OF TEXAS

CITY OF BEDFORD

AGREEMENT

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

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

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

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

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

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

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

The responsibility of each government entity is outlined below:

I.

BEDFORD

Bedford hereby agrees:

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

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

NORTH RICHLAND HILLS

North Richland Hills hereby agrees:

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

II. AUTHORIZATION

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

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

III. CONTROL

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

IV. OPERATION WARRANTY

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

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

V. CLAIMS

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

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

VI. TERMS

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

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

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

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

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

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

CITY OF NORTH RICHLAND HILLS

CITY OF BEDFORD

City Manager

City Manager

ATTEST:

ATTEST:

Chief of Police

City Secretary

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

(City Council Resolution Number 94-28)

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

(City Council Resolution Number _____)



Council Agenda Background

PRESENTER: Sean Fay, Fire Chief

DATE: 11/15/16

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

ITEM:

Consider a resolution authorizing the City Manager to purchase medical equipment and related components from Physio-Control, Inc., in the amount of \$108,441.22.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

As part of the 2016-2017 budget process, Council approved funding in the amount of \$116,000 to replace three of the Fire Department’s oldest Cardiac Monitor/Defibrillators. The Monitor/Defibrillators are 12 years old and have exceeded their recommended service life.

Dr. Roy Yamada, the Fire Department Medical Director, submitted a letter indicating cardiac protocols call for 360 Joules of Defibrillation/Cardio version power to be utilized in patients weighing 90 kg or more, a vital aspect of resuscitation in cardiac-arrest patients. Physio-Control, Inc. has provided a letter confirming they are the only company that manufactures defibrillators that deliver full energy to 360 Joules. Based on this given information, it is determined that Physio-Control, Inc. is a sole source provider.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase medical equipment and related components from Physio-Control, Inc., in the amount of \$108,441.22.

FISCAL IMPACT:

Budget FY 16/17 (Tax Note):	\$116,000.00
Actual Amount:	<u>\$108,441.22</u>
Variance:	\$7,558.78

ATTACHMENTS:

- Resolution
- Exhibit “A” Sole Source Letter
- Quote
- Dr. Yamada Letter

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE MEDICAL EQUIPMENT AND RELATED COMPONENTS FROM PHYSIO-CONTROL, INC., IN THE AMOUNT OF \$108,441.22.

WHEREAS, the City Council of Bedford, Texas, determines the need to purchase medical equipment; and,

WHEREAS, the City Council of Bedford, Texas recognizes that the medical equipment being replaced 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 hereby determines that Physio-Control, Inc. is the sole source provider for the LIFEPAK defibrillator, as further determined by the letter attached hereto as Exhibit "A".

SECTION 3. That the City Council hereby authorizes the City Manager to purchase medical equipment and related components from Physio-Control, Inc., a sole source provider, in the amount of \$108,441.22.

PRESENTED AND PASSED this 15th day of November 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

ADDRESS

11811 Willows Road NE
Redmond, WA 98052

PHONE

GENERAL
425 867 4000

TOLL-FREE
800 442 1142

www.physio-control.com

Physio-Control, Inc. is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® 2 Chest Compression System
- TrueCPR™ Coaching Devices

Physio-Control, Inc. is the sole-source provider in all markets for the following products and services:

- RELISM (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® System and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- PulsePoint Agency Services
- HealthEMS® Software
- HomeSolutions.NET® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors

Physio-Control is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRAT™ MAC EMS Video Laryngoscope
- McGRATH MAC Disposable Laryngoscope Blades
- McGRATH X Blade™

Physio-Control does not authorize any resellers to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products. If you have questions, please feel free to contact your local Physio-Control sales representative at 800.442.1142.

Sincerely,

PHYSIO-CONTROL, INC.



Allan Criss, Vice-President, Americas Sales



Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
fax 800.732.0956

To Battallion Chief EMS Bobby Sewell
BEDFORD FD
1816 BEDFORD RD
BEDFORD, TX 76021
8177130519
bsewell@ci.bedford.tx.us

Quote Number 00053674
Revision # 1
Created Date 9/21/2016
Sales Consultant David B. Atkinson II
FOB Redmond, WA
Terms All quotes subject to credit approval and the
 following terms and conditions
NET Terms NET 30

Expiration Date 12/20/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11140-000078	Temperature Adapter Cable- 5ft	3.00	357.40	-53.61	303.79	911.37
11160-000011	NIBP CUFF BAYONET-REUSEABLE,INFANT	3.00	21.00	-3.15	17.85	53.55
11160-000013	NIBP CUFF BAYONET-REUSEABLE,CHILD	3.00	24.00	-3.60	20.40	61.20
11160-000017	NIBP CUFF BAYONET-REUSEABLE,LARGE ADULT	3.00	33.00	-4.95	28.05	84.15
11160-000019	NIBP CUFF BAYONET-REUSEABLE,XL ADULT	3.00	48.00	-7.20	40.80	122.40
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	3.00	637.00	-95.55	541.45	1,624.35
11171-000050	Rainbow DCIP Pedi Reusable Sensor, 1/box	3.00	704.00	-105.60	598.40	1,795.20
11171-000065	M-LNCS DB1, Soft Sensor	3.00	335.00	-50.25	284.75	854.25
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	3.00	54.60	-8.19	46.41	139.23
11260-000039	LIFEPAK 15 Carry case back pouch	3.00	79.20	-11.88	67.32	201.96
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches. INCLUDED AT NO CHARGE WHEN ORDERED WITH DEVICE: 11577-000001 Shoulder Strap	3.00	309.20	-46.38	262.82	788.46
11600-000022	CODE-STAT 10 Data Review Seat Includes 1 CODE-STAT Data Review Software Version 10.0 and implementation support.	1.00	2,625.00	-341.25	2,283.75	2,283.75
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	12.00	453.60	-68.04	385.56	4,626.72
99577-001373	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, MetHemoglobin, Bluetooth, Temp INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486 (one per order) , SERVICE MANUAL CD- 26500-003612 (one per order) and ShipKit- (RC Cable) 41577-000290 INCLUDED. HARD PADDLES, BATTERIES, CARRYING CASE NOT INCLUDED.	3.00	39,737.00	-4,967.13	34,769.88	104,309.63
Trade-in product	Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15	3.00	0.00	0.00	-3,200.00	-9,600.00

Subtotal USD 108,256.22

Estimated Tax USD 0.00

Estimated Shipping & Handling USD 185.00

Grand Total USD 108,441.22

Pricing Summary Totals

List Price Total USD 135,086.41

Total Contract Discounts Amount USD 0.00

Total Discount USD -17,230.19

Trade In Discounts USD -9,600.00

Tax + S&H USD 185.00

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number BV/02454201/102429

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

Additional Terms for Purchase and Sale of Software Licenses and Software-as-Service.

In addition to the General Terms above, software and software-as-service is licensed (not sold) pursuant to the following terms: **Licenses.** Upon full payment, Physio will grant to Buyer the licenses to the software and/or software-as-service ordered by Buyer according to the applicable End User License Agreement or Software-As-Service Agreement. The duration of each license is the term of the subscription purchased by Buyer.

Additional Terms Regarding Wireless Enabled Devices.

In addition to the General Terms above, the data services provided by a third party are pursuant to the following terms:

Payments. Payments to Physio are non-refundable as they are incorporated into the pricing of the connected devices.

Geolocation. Buyer is responsible for maintaining the actual location of the devices within their facilities, property or buildings.

Not Wireless Provider. Physio has contracted with an outside data services provider for the provision of services on behalf of Buyer. Physio is not a telecommunications services company nor does it possess any telecommunications personal property.

Security. Buyer has the sole responsibility for ensuring the security of its network and data. Buyer will take reasonable measures to protect against unauthorized access.

No Guarantee. PHYSIO DOES NOT GUARANTEE SECURITY, UNINTERRUPTED DATA SERVICES, THE ACCURACY OF GEOLOCATION SERVICES, NETWORK TRANSMISSION CAPACITY, COVERAGE OR THE INTEGRITY OF THE DATA TRANSMITTED. Physio is not responsible for any consequential damages caused in any way by Buyer's hardware, software, network or other Buyer responsibilities.

Additional Terms for Purchase and Sale of Software Implementation Services.

In addition to the General Terms above, the following terms apply to all purchases of Software Implementation Services from Physio:

Physio's Duties. Physio agrees to make commercially reasonable efforts to: (i) commence implementation of all applicable software in accordance with a mutually agreed upon schedule; (ii) diligently perform the implementation process in a professional and workmanlike manner; (iii) provide the training associated with purchased subscriptions, components and/or software; and (iv) provide access to technical support.

Buyer's Duties. Buyer agrees to make commercially reasonable efforts to: (i) cooperate with and reasonably assist Physio in the implementation process; (ii) have all equipment, connections and facilities prepared and ready for implementation in accordance with the mutually agreed upon schedule.

Completion of Implementation. Implementation is complete when Buyer is able to transmit/receive data through the implemented software.

Fees and Billing. Upon implementation, Physio shall provide Buyer with an invoice setting forth the amount due. If implementation is delayed by more than six (6) months, solely due to Buyer's delay, Physio reserves the right to invoice prior to implementation.

Payment is due thirty (30) days after receipt of invoice.

Confidential Information. In the course of performing Implementation Services, each party may receive, be exposed to or acquire confidential and/or proprietary information of the other party ("Confidential Information"). All Confidential Information disclosed by a party will bear a legend "Confidential," "Proprietary" or words of similar import. All Confidential Information disclosed by a party in any manner other than in writing will be preceded by an oral statement indicating that the information is Confidential Information. Each party agrees to take reasonable steps to protect the other party's Confidential Information, including not disclosing it to third parties except as otherwise permitted. The restrictions and obligations upon the parties concerning confidentiality shall not apply to any portion of the Confidential Information of either party which: (a) is or becomes publicly available to the receiving party through no fault of such receiving party; or (b) can be reasonably demonstrated to have been known to or hereafter developed by the receiving party independently of any disclosure of Confidential Information by the disclosing party; or (c) is disclosed to the receiving party by a third party who, to the best of the receiving party's knowledge, is lawfully in possession of the same and has the right to make such disclosure.

Warranties. Physio represents and warrants that it will provide the Services in a professional and workmanlike manner consistent with good industry standards and practices. Physio warrants that the Service will perform in all material respects for a period of three (3) months after implementation. As Buyer's sole and exclusive remedy and Physio's entire liability for any breach of the foregoing warranty, Physio will re-perform the Services, or, if Physio is unable to do so, return the fees paid to Physio for such deficient Services. Except as specifically set forth herein, Physio expressly disclaims any and all warranties with respect to the services, **INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.** Physio does not warrant that the services will be uninterrupted or error-free.

Exclusions and Limitations of Liability. In no event shall Physio be liable to Buyer or other employee, contractor or agent for any indirect, incidental, special, or consequential damages arising in connection with this agreement (whether in warranty, contract or tort, including negligence, and even if Physio has been advised of the possibility thereof), including without limitation medical expenses, loss of revenue or profits; or damages resulting from interruptions in or unavailability of telecommunications or Internet connections to the service, or from the impact of the services on any Buyer system.

PHYSIO'S TOTAL LIABILITY TO BUYER FOR DAMAGES WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT AND OTHERWISE ARISING UNDER THIS AGREEMENT REGARDLESS OF THE BASIS UNDER WHICH BUYER IS ENTITLED TO CLAIM DAMAGES (INCLUDING BREACH, NEGLIGENCE, OR ANY OTHER CONTRACT OR TORT CLAIM) SHALL NOT EXCEED THE FEES DUE HEREUNDER. EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED-FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.



BEDFORD FIRE DEPARTMENT

Always Determined – Always Prepared

Date: 11-01-2016
TO: Bobby Sewell – Deputy Chief
From: Roy Yamada M.D. – EMS Medical Director
Ref: Purchasing of Monitor Defibrillator

Chief Sewell,

I am aware that the Bedford Fire Department will be purchasing a new monitor defibrillator. Our EMS protocols in all of my contracted Cities call for BiPhasic Defibrillators that have 360 Joules of Defibrillator Energy for patients weighing more than 90 kg of body weight. Thank you for accommodating these requirements in the purchase of our new monitor defibrillator. The Federal Drug Administration (FDA) has cited several failures of 200 Joules (maximum energy) BiPhasic Defibrillator and the Bedford Fire Department must purchase the most appropriate equipment for our Citizens.

Roy Yamada M.D.

Roy Yamada, M.D.
EMS Medical Director 11/2/16



Council Agenda Background

PRESENTER: Jeff Gibson, Police Chief

DATE: 11/15/16

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

ITEM:

Consider a resolution 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 \$77,757.52. 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: _____

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 concept of a Lease-To-Purchase Program while researching the cost of replacement vehicles. Historically, funds are allocated annually to the Department's budget allowing for replacement patrol vehicles to be bought on a biennial basis. The incoming vehicles are assigned to the Patrol Division for a total of four years, where the first two years they serve as primary front-line patrol units. When the next set of patrol vehicles are received, the current front-line vehicles are rotated to serve as back-line patrol units for another two years. After the four years serving as a patrol unit, the vehicles are then assigned to other departmental divisions, or to other City departments, where they continue to be utilized for several more 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.

The desired vehicles, 2017 Ford Interceptor Utility models, carry a per vehicle cost of \$42,960.16, which includes the installation of all emergency/pursuit equipment by Defender Supply. Through the Finance Contract/Lease-to-Purchase Program, the total project amount of \$300,721.12 will carry a 1.95% fixed rate, with annual payments of \$77,757.52. Closing costs will be associated with the Finance Agreement in the amount of \$5,659.43 and will be paid in full at the time of closing.

Entering into a Finance Contract/Lease-To-Purchase program allows the Department to reallocate the current remaining patrol vehicle funds towards the purchase of other replacement vehicles to include: two Traffic vehicles, or K-9 Unit and Animal Control Truck/Box without needing to seek additional funding.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution 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 \$77,757.52. 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:

Vehicle Replacement Fund Balance:	\$280,000.00
Patrol Vehicle Package:	\$77,757.52
Patrol Vehicle Closing Cost:	\$5,659.43
Traffic Vehicles:	\$88,401.80
K-9 Unit Vehicle:	\$43,726.36
<u>Animal Control Truck and Box:</u>	<u>\$41,489.00</u>
Vehicle Replacement New Balance:	\$22,965.89

ATTACHMENTS:

Resolution
Quote
Equipment List
Proposal

RESOLUTION NO. 16-

A RESOLUTION 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 \$77,757.52. 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 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 \$77,757.52.

SECTION 3. That the vehicles be obtained from Sam Pack's Five Star Ford, utilizing Texas SmartBuy Contract, State of Texas 071-072-AT 2014.

PRESENTED AND PASSED this 15th day of November, 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		PATROL UNIT	
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			
Total of B. - Published Options					\$ 610.00

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			
Total of C. - Dealer Published Options					\$ 2,100.00

D. Fleet Quote

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

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				\$300,721.12



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	

PUBLIC PROPERTY FINANCE ACT CONTRACT

THIS Public Property Finance Act Contract **No.7563** (hereafter referred to as the "Finance Contract") is dated as of **November 15, 2016**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "GCC"), and the **City of Bedford**, a political sub-division or agency of the State of Texas (hereinafter referred to as the "Issuer").

WITNESSETH: In furtherance of the providing by GCC of financing to the Issuer in connection with the Issuer's acquisition from Sam Pack's Five Star Ford that is more fully described on EXHIBIT A attached hereto (the "Property"), and in consideration of the mutual covenants and conditions hereinafter set forth, pursuant to the provisions of the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code, as amended (the "Act"), the parties agree as follows:

1. Term and Payments. The Issuer hereby covenants and agrees to pay to the order of GCC and GCC's successors and assigns those principal and interest installment amounts in those sums set forth on EXHIBIT B attached hereto (the "Payments") on or before those dates per installment that are more fully set forth on EXHIBIT B (the "Payment Dates"). It is acknowledged and understood that GCC may assign its rights hereunder to a third party and that notice of said assignment shall be provided to the Issuer and that the Issuer, thereafter, shall look to and consider said assignee as the party to whom all of the Issuer's duties hereunder are owed. The obligation of the Issuer to make the Payments shall not be subject to set-off, counterclaim, or recoupment to the extent permitted by law. The interest is calculated on the basis of a 30/360-day year on the unpaid principal amounts from the Schedule Date of the EXHIBIT B.

2. Security, Levy of Taxes, Budgeting.

(a) During the term of this Finance Contract, the Issuer covenants that prior to adopting a budget for any ensuing fiscal year it shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay the Finance Contract Payments for such ensuing fiscal year, and that the final budget for each fiscal year shall set aside and appropriate out of Ad Valorem Taxes and other revenues and funds lawfully available therefore an amount sufficient to pay the Finance Contract Payments. The Issuer hereby agrees to assess and collect, a continuing direct annual Ad Valorem Tax on all taxable property within the boundaries of the Issuer, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to the Issuer for the payment of the Payments, to provide funds each year to pay the Payments, full allowance being made for delinquencies and costs of collection. Such taxes and such revenues and funds in an amount sufficient to make the Payments are pledged to GCC and GCC's successors and assigns for such purpose as the same shall become due and payable under this Finance Contract.

(b) The Issuer waives all rights of set-off, recoupment, counterclaim and abatement against GCC and GCC's successors and assigns with respect to the amounts due under this Finance Contract, and the Issuer's obligation to pay amounts due under this Finance Contract is absolute and unconditional and not subject to set-off, recoupment, counterclaim or abatement for any reason whatsoever.

3. Deposit into the Payment Fund.

(a) Upon this Finance Contract taking effect the Issuer shall establish a Payment Fund, which shall be maintained by the Issuer as long as any Payments are unpaid. The Issuer hereby pledges the Payment Fund for the exclusive purpose of securing the Payments and shall apply the funds therein to the payment of Payments as such payments come due.

(b) Each year in which Payments come due, the Issuer shall, not later than the day preceding any such due date, deposit into the Payment Fund, from the Issuer's Ad Valorem taxes or other lawfully available funds (within the limits prescribed by law) an amount sufficient to make such payment. To the extent permitted by law, the Issuer hereby pledges its Ad Valorem tax as security for this obligation. To the extent required by the Texas Constitution the Issuer agrees during each year of the term of this Finance Contract to assess and collect annually a sufficient sum to pay the greater of (1) interest on the debt created by this Finance Contract and a sinking fund of at least two percent of the principal amount of such debt, or (2) the payments required by Exhibit B attached hereto.

(c) The Payment Fund shall be depleted at least once a year except for a carryover amount not to exceed one twelfth (1/12) of the amount of the Payments expected to come due in the following year.

4. Taxes. The Issuer agrees to directly pay all taxes, insurance and other costs of every nature associated with its ownership of the Property.

5. The Issuer's Covenants and Representations. The Issuer covenants and represents as follows:

(a) The Issuer will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Finance Contract which has been duly authorized, executed, and delivered by the Issuer and is a valid and binding obligation enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Finance Contract have been, or will be, complied with in a timely manner;

(b) All Payments hereunder for the current fiscal period have been duly authorized and will be paid when due;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to this Finance Contract;

(d) The information supplied and statements made by the Issuer in any financial statement or current budget prior to or contemporaneously with this Finance Contract are true and correct;

(e) The Issuer has complied or will comply with all bidding/proposal laws applicable to this transaction and the purchase of the Property.

(f) No contract, rental agreement, lease-purchase agreement, payment agreement or contract for purchase under the Act to which the Issuer has been a party at any time during the past ten (10) years has been terminated by the Issuer as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which the Issuer has issued during the past ten (10) years.

(g) The Issuer will pay the Contract Payment Due by check, wire transfer, or ACH only.



GOVERNMENT CAPITAL
CORPORATION

Public Property Finance Act Contract for Cities & Counties

6. Use and Licenses. The Issuer shall pay and discharge all operating and other expenses of every nature associated with its use of the Property. The Issuer shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.

7. Maintenance. The Issuer agrees to be solely responsible for all maintenance and operating costs of every nature associated with its ownership of the Property and the Issuer acknowledges that GCC or GCC's successors or assigns shall have no responsibility for the payment of any such costs.

8. Damage to or Destruction of Property. The Issuer shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction, or other event shall release the Issuer from the obligation to pay the full amount of the payments or from any other obligation under this Finance Contract.

9. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, IF ANY, ALL OF WHICH ARE HEREBY ASSIGNED TO THE ISSUER, GCC HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER. All such risks shall be borne by the Issuer without in any way excusing it from its obligations under this Finance Contract, and GCC shall not be liable for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by the Issuer, at its sole expense, upon prior written notice to GCC. GCC or its assigns may, but shall have no obligation whatsoever to, participate in a claim on any warranty. Any recovery under such a warranty shall be made payable jointly to both parties.

10. Evidence of Indebtedness and Security Agreement.

(a) An executed copy of this Finance Contract shall evidence the indebtedness of the Issuer as provided herein and shall constitute a security agreement pursuant to applicable law, with GCC, its successors or assigns as the secured party. The grants, lien, pledge and security interest of GCC, its successors or assigns created herein shall become effective immediately upon and from the Delivery Date, and the same shall be continuously effective for so long as any Finance Contract Payments are outstanding.

(b) A fully executed copy of this Finance Contract and the proceedings authorizing same shall be kept at all times and shall be filed and recorded as a security agreement among the permanent records of the Issuer. Such records shall be open for inspection to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against the Issuer, at all times during regular business hours.

(c) If, in the opinion of counsel to the Issuer or to GCC, its successors or assigns, applicable law ever requires filings additional to the filing pursuant to subsection (b) of this section in order to preserve and protect the priority of the grants, assignments, lien, pledge and security interest of GCC, its successors or assigns created herein as to all Payments, then the Issuer shall diligently and regularly make such filings to the extent required by law to accomplish such result.

11. Default and Remedies.

(a) Each of the following occurrences or events for the purpose of this Finance Contract is hereby declared to be an Event of Default:

(1) the failure to make payment of the Payment when the same becomes due and payable; or

(2) default in the performance or observance of any other covenant agreement or obligation of the Issuer, which default materially, adversely affects the rights of GCC or its successors or assigns, including, but not limited to, its prospect or ability to be repaid in accordance with this Finance Contract, and the continuation thereof for a period of 20 days after notice of such default is given by GCC or any successors or assigns of GCC to the Issuer.

(b) Remedies for Default.

(1) Upon the happening of any Event of Default, then and in every case GCC or its successors or assigns, or an authorized representative thereof, including, but not limited to, an attorney or trustee therefore, may proceed against the Issuer for the purpose of protecting and enforcing the rights of GCC or its successors or assigns under this Finance Contract, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of GCC or its successors or assigns or any combination of such remedies; provided that none of such parties shall have any right to declare the balance of the Finance Contract Payments to be immediately due and payable as a remedy because of the occurrence of an Event of Default.

(2) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy, and no delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof and all such rights and powers may be exercised as often as may be deemed expedient.

(c) Remedies Not Exclusive.

(1) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under this Finance Contract or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Finance Contract, the right to accelerate the debt evidenced by this Finance Contract shall not be available as a remedy because of the occurrence of an Event of Default.

12. Assignment. Without GCC's prior written consent, the Issuer will not either **(a)** assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Finance Contract or the Property or any interest in this Finance Contract or the Property; or **(b)** sublet or lend the Property or permit it to be used by anyone other than the Issuer or the Issuer's employees and other authorized users. GCC may assign its rights, title and interest in and to this Finance Contract, and any other documents executed with respect to this Finance Contract and/or grant or assign a security interest in this Finance Contract, in whole or in part. Such successors and assigns of GCC shall have the right to further grant or assign a security interest in this Finance Contract, as well as the rights to Payments hereunder, in whole or in part, to any third party. No assignment or reassignment of GCC's rights, title or interest in this Finance Contract shall be effective with regard to the Issuer unless and until the Issuer shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. The Issuer shall maintain written records of any assignments of the Finance Contract.

13. Personal Property. The Property is and shall at all times be and remain personal property, and will not be considered a fixture to any real property.

14. GCC's Right to Perform for The Issuer. If the Issuer fails to make any payment or perform or comply with any of its covenants or obligations hereunder, GCC or GCC's successors or assigns may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of the Issuer, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by GCC or GCC's successors or assigns in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate under the State of Texas law, shall be payable by the Issuer upon demand.

15. Interest on Default. If the Issuer fails to pay any Payment specified herein within twenty (20) days after the due date thereof, the Issuer shall pay to GCC or any successor or assigns of GCC, interest on such delinquent payment at the highest rate allowed by Texas law.

16. Notices. Any notices to be given or to be served upon any party hereto in connection with this Finance Contract must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after mailing. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Finance Contract or at such other address as either party may hereafter designate.

17. Prepayment.

(a) The Issuer shall have the right, at its option, to prepay the Finance Contract in whole, on any payment date, in accordance with the Early Redemption Value stated on Exhibit B of the Contract. Any additional principal payments will be applied to reduce the early redemption values as shown in Exhibit B to this Finance Contract.

(b) As condition precedent to the Issuer's right to make, and GCC or any successor or assigns of GCC's obligation to accept, any such prepayment, GCC or any successor or assigns of GCC shall have actually received notice at least thirty (30) days in advance of the Issuer's intent to exercise its option to prepay.

18. Continuing Disclosure. Specifically and without limitation, the Issuer agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of the Issuer's authorized agents. If the Issuer has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

19. Tax Exemption.

(a) The Issuer certifies that it does not reasonably anticipate more than \$10,000,000 of "tax-exempt obligations", including this Finance Contract will be issued by it and any subordinate entities during the 2016 calendar year. Further, the Issuer designates this Finance Contract as "qualified tax exempt obligations" under Section 265 (b) 3 of the Internal Revenue Code of 1986, as amended (the "Code") eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

(b) The Issuer hereby represents and covenants that the proceeds of this Finance Contract are needed at this time to provide funds for the Issuer's purchase of the property for which this Finance Contract was executed and delivered, as specified in this Finance Contract; that (i) final disbursement of the proceeds of this Finance Contract will occur within three years from the Delivery Date, (ii) substantial binding obligations to expend at least five (5) percent of the net proceeds will be incurred within six months after the Delivery Date and (iii) the acquisition of such property will proceed with due diligence to completion; and that, except for the Escrow Agreement, if applicable, and the Payment Fund, no other funds or accounts have been or will be established or pledged to the payment of this Finance Contract.

(c) The Issuer will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Finance Contract to constitute a "*private activity bond*" within the meaning of Section 141(a) of the Code.

(d) The Issuer will not take any action or fail to take any action with respect to the investment of the proceeds of this Finance Contract or any other funds of the Issuer, including amounts received from the investment of any of the foregoing, that would cause this Finance Contract to be an "*arbitrage bond*" within the meaning of such section 148 of the Code.

(e) There are no other obligations of the Issuer which are sold at substantially the same time as the Finance Contract, sold pursuant to the same plan of financing with the Finance Contract and are reasonably expected to be paid from substantially the same source of funds as the Finance Contract.

(f) The Issuer will not take any action, or as the case may be, knowingly omit to take any action within its control that, if taken or omitted, as the case may be, would cause the Finance Contract to be treated as "*federally guaranteed*" obligations for purposes of Section 149(b) of the Code.

(g) The Issuer will take all necessary steps to comply with the requirement that certain amounts earned by the Issuer on the investment of the "*gross proceeds*" of the Finance Contract (within the meaning of Section 148(f)(6)(B) of the Code), if any, be rebated to the federal government. Specifically, the Issuer will (i) maintain records regarding the investment of the gross proceeds of the Finance Contract as may be required to calculate and substantiate the amount earned on the investment of the gross proceeds of the Finance Contract and retain such records for at least six years after the day on which the last outstanding Finance Contract is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, including any specified method of accounting required by applicable regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Finance Contract and (iv) timely pay all amounts required to be rebated to the federal government. In addition, the Issuer will correct any errors within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty, if any, as may be necessary or appropriate to assure that interest on the Finance Contract is not includable in the gross income for federal income tax purposes.

(h) The Issuer will timely file with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Finance Contract on such form and in such place as the Secretary may prescribe. Notwithstanding any other provision of this Finance Contract, the Issuer's obligation under the covenants and provisions of this Section 19 shall survive the defeasance and discharge of this Finance Contract.

20. Miscellaneous.

(a) Time is of the essence. No covenant or obligations hereunder to be performed by the Issuer are waived, except by the written consent of GCC or its successors or assigns. GCC's or its successors or assigns' rights hereunder are cumulative and not alternative.

(b) This Finance Contract shall be construed in accordance with, and governed by the state of Texas laws.

(c) This Finance Contract constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both GCC and the Issuer.

(d) Any term or provision of this Finance Contract found to be prohibited by law or unenforceable shall not affect the legality the remainder of this Finance Contract.

(e) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever appropriate.

(f) The captions set forth herein are for convenience of reference only, and shall not define or limit any of the terms or provisions hereof.

(g) Issuer agrees to equitably adjust the payments payable under this Finance Contract if there is a determination by the IRS that the interest payable pursuant to this Finance Contract (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make GCC and its assigns whole.

(h) Except as otherwise provided, this Finance Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Finance Contract.

(i) THIS CONTRACT IS EVIDENCE OF A PRIVATELY PLACED BANK LOAN, IS NOT IN REGISTERED FORM, AND MAY NOT BE TRANSFERRED TO BEARER. TRANSFERS OF THIS CONTRACT ARE NOT REGISTERED ON BOOKS MAINTAINED FOR THAT PURPOSE BY THE ISSUER.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Finance Contract as of the ____day of _____ in the year 2016.

Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature_____

Print Name _____

Print Title _____

The Issuer: City of Bedford

Roger Gibson, City Manager
2121 L. Don Dodson Dr.
Bedford, TX 76021-5832

Witness Signature_____

Print Name _____

Print Title _____

EXHIBIT A

Public Property Finance Act Contract **No.7563** (THE "FINANCE CONTRACT")

By And Between

Government Capital Corporation and *the Issuer*, City of Bedford

Dated as of November 15, 2016

QTY DESCRIPTION

Personal Property

Property Cost: \$300,721.12

Payback Period: Four (4) Annual Payments

Vehicles

Seven (7)

2017 Ford Police Interceptor Utility includes:

3.7L V6/ Automatic Transmission, Air Conditioning, All Stnd PI SUV Trim Equipment, Vinyl Floors, Rear View Mirror w/Rear View Camera, Power Equipment Group, Cruise Control, Daytime Running Lights, AM/FM/CD, Aux Climate Control, Full Size Spare, Rear Vinyl Seats, Power/Heated Mirrors, Driver Side LED Spot Light, Rear Power Window Delete, Rear Door Handle and Locks Inop., Pre-Drilled Front LED Holes, Wiring Grill/Lamp/Siren/Speakers, Noise Suppression Bond Straps, Reverse Sensing System, Cargo Dome Lamp – Red/White, Auto Headlamp, and Front Aux Lights

PROPERTY LOCATION:

Bedford Police Department
2121 L. Don Dodson Dr.
Bedford, TX 76021-5832

EXHIBIT B

>> SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE <<

PUBLIC PROPERTY FINANCE ACT CONTRACT **NO.7563** (THE "FINANCE CONTRACT")

BY AND BETWEEN

Government Capital Corporation and the **Issuer**, City of Bedford

Schedule Dated as of November 28, 2016

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	2/28/2017	\$77,757.52	\$1,498.59	\$76,258.93	N/A
2	2/28/2018	\$77,757.52	\$4,377.01	\$73,380.51	\$151,081.68
3	2/28/2019	\$77,757.52	\$2,946.09	\$74,811.43	\$76,270.25
4	2/29/2020	\$77,757.52	\$1,487.27	\$76,270.25	\$0.00
Grand Totals		\$311,030.08	\$10,308.96	\$300,721.12	

Interest Rate: 1.95%

INCUMBENCY CERTIFICATE

Public Property Finance Act Contract **No.7563** (THE "FINANCE CONTRACT")

By And Between

Government Capital Corporation and **the Issuer**, City of Bedford

Dated as of November 15, 2016

I, Michael Wells, do hereby certify that I am the duly elected or appointed and acting City Secretary, of City of Bedford, Issuer, a political subdivision or agency of the State of Texas, duly organized and existing under the laws of the State of Texas, that I or my designee have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Public Property Finance Act Contract No.7563, between City of Bedford (the "Issuer") and Government Capital Corporation ("GCC").

Name

Title

Signature

Roger Gibson

City Manager

IN WITNESS WHEREOF, I have duly executed this certificate hereto this ____ day of _____, 2016.

By: _____
Michael Wells, City Secretary

RESOLUTION # _____

A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING **"VEHICLES"**.

WHEREAS, City of Bedford (the "Issuer") desires to enter into that certain Finance Contract No.7563, by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "Vehicles". The Issuer desires to designate this Finance Contract as a "qualified tax exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY CITY OF BEDFORD:

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "Vehicles".

Section 2. That the Finance Contract dated as of November 15, 2016, by and between the City of Bedford and GCC is designated by the Issuer as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer will designate Roger Gibson, City Manager, as an authorized signer of the Finance Contract dated as of November 15, 2016, by and between the City of Bedford and GCC.

PASSED AND APPROVED by the Board of the City of Bedford in a meeting held on the ____day of _____, 2016.

Issuer: City of Bedford

Witness Signature

Jim Griffin, Mayor

Michael Wells, City Secretary



345 MIRON DRIVE SOUTH LAKE, TEXAS 76092 817 421 5400
WWW.GOVCAP.COM

As you may be aware, during the 84th Regular Legislative Session, the Texas Legislature passed House Bill 1295 ("HB1295") which creates a new reporting process effective for governmental contracts executed on and after January 1, 2016. Pursuant to the rules promulgated by the Texas Ethics Commission ("TEC"), GCC is required to submit the enclosed "Certificate of Interest Parties" form (Form 1295). This form has been signed and notarized by GCC and as required under the rules, has also been filed electronically with the TEC.

Under the TEC's rules, you are required to acknowledge receipt of this Form 1295 on the TEC's website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). At this web site, you will find further background on HB1295 and your reporting responsibilities, including instructions on how to log in to the TEC's web portal, frequently asked questions and on-line tutorials. We encourage you to log on and acknowledge receipt of the attached form at your earliest convenience. Pursuant to the TEC's rules, you are required to file the electronic acknowledgment within 30 days after the date of the financing contract.

Should you have further questions about HB1295, we encourage you to contact a representative at GCC or your legal counsel.

BOYLE & LOWRY, L.L.P.

JOHN F. BOYLE, JR.
L. STANTON LOWRY
MATTHEW C. G. BOYLE
CATHY CUNNINGHAM
MATTHEW L. BUTLER
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November 7, 2016

Government Capital Corporation
345 Miron Dr
Southlake, TX 76092

RE: Public Property Finance Act Contract No.7563

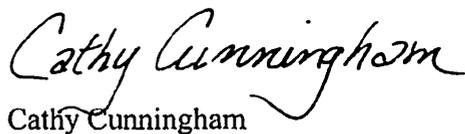
I have examined the Public Property Finance Act Contract No.7563 (the "Finance Contract") between the City of Bedford (the "Issuer") and Government Capital Corporation ("GCC"). The Finance Contract provides financing for the purchase by the City of Bedford of certain Property as identified in the Finance Contract and provides that the Issuer shall finance the Property by making Payments as specified in the Public Property Finance Act Contract No.7563. I have also examined other certificates and documents as I have deemed necessary and appropriate under the circumstances.

Based upon the foregoing examination, I am of the opinion that:

1. The Issuer is a political subdivision or agency of the State of Texas with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986, as amended;
2. The execution, delivery and performance by the Issuer of the Finance Contract have been duly authorized by all necessary action on the part of the Issuer; and
3. The Finance Contract constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms.

The opinion expressed above is solely for the benefit of the Issuer, GCC and/or its subsequent successors or assigns.

Sincerely,


Cathy Cunningham



Council Agenda Background

PRESENTER: Jeff Gibson, Police Chief

DATE: 11/15/16

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

ITEM:

Consider a resolution 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 \$5,817.83. 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.

In FY2015, the Department began to replace all radars exceeding the manufacturer's life expectancy of seven years. Council approved the purchase of five replacement radars in FY2015, and the Department is now completing the process of replacing the remaining ten radars, which have been in service ranging from 8-18 years and can no longer be covered by warranty due to their age. Upon purchase of the radars, the Department's current radar equipment will be within the life expectancy range. The goal of the Department is to purchase new radars on a rotating basis ensuring the equipment is consistently within the manufacturer's life expectancy range.

The ten replacement radars will be assigned to the seven incoming front line patrol vehicles, the two new traffic vehicles and the new K-9 vehicle.

Departmental staff was introduced to the concept of a Lease-To-Purchase Program while researching the cost of replacement patrol vehicles. Historically, funds are allocated annually to the Department's budget allowing for replacement radars to be purchased. Upon receipt of the radars, the outgoing radars will be sold through city auction. In contrast to traditional Lease-To-Purchase programs, the City of Bedford will assume immediate ownership of the radars without the placement of liens.

Staff is recommending the financing of ten replacement radars at a cost of \$22,500 at a 1.95% fixed rate, resulting in four annual payments of \$5,817.83, which is \$1,882.17 less than the budgeted amount for the replacement of in-car radars. The closing cost of the radar project is packaged with the closing cost of the Finance Contract for the Patrol vehicles to avoid a separate closing cost for the radars. Additionally, the attached quote references a shipping and handling fee of \$175, which will be paid upfront by the Department.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution 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 \$5,817.83. The radars will be obtained from Stalker Radar, utilizing Contract No. EF04-15 through the Houston-Galveston Area Council.

FISCAL IMPACT:

Patrol Instruments and Apparatus:	\$7,700.00
Annual Payment:	<u>\$5,818.83</u>
Balance:	\$1,882.17

ATTACHMENTS:

Resolution
Quote
Proposal – Government Capital

RESOLUTION NO. 16-

A RESOLUTION 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 \$5,817.83. 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.

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 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 \$5,817.83.

SECTION 3. That the radars be obtained from Stalker Radar, utilizing Contract No. EF04-15 through the Houston-Galveston Area Council.

PRESENTED AND PASSED this the 15th day of November 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

Bill To: Bedford Police Dept 2121 L Don Dodson Dr Bedford, TX 76021-5832	Customer ID: 760211 Accounts Payable	Ship To: 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

Ln	Qty	Part Number	Description	Price	Ext Price
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

Group Total \$22,500.00

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
		Total:	\$22,675.00

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

PUBLIC PROPERTY FINANCE ACT CONTRACT

THIS Public Property Finance Act Contract **No.7562** (hereafter referred to as the "Finance Contract") is dated as of **November 15, 2016**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "GCC"), and the **City of Bedford**, a political sub-division or agency of the State of Texas (hereinafter referred to as the "Issuer").

WITNESSETH: In furtherance of the providing by GCC of financing to the Issuer in connection with the Issuer's acquisition from Stalker Radar that is more fully described on EXHIBIT A attached hereto (the "Property"), and in consideration of the mutual covenants and conditions hereinafter set forth, pursuant to the provisions of the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code, as amended (the "Act"), the parties agree as follows:

1. Term and Payments. The Issuer hereby covenants and agrees to pay to the order of GCC and GCC's successors and assigns those principal and interest installment amounts in those sums set forth on EXHIBIT B attached hereto (the "Payments") on or before those dates per installment that are more fully set forth on EXHIBIT B (the "Payment Dates"). It is acknowledged and understood that GCC may assign its rights hereunder to a third party and that notice of said assignment shall be provided to the Issuer and that the Issuer, thereafter, shall look to and consider said assignee as the party to whom all of the Issuer's duties hereunder are owed. The obligation of the Issuer to make the Payments shall not be subject to set-off, counterclaim, or recoupment to the extent permitted by law. The interest is calculated on the basis of a 30/360-day year on the unpaid principal amounts from the Schedule Date of the EXHIBIT B.

2. Security, Levy of Taxes, Budgeting.

(a) During the term of this Finance Contract, the Issuer covenants that prior to adopting a budget for any ensuing fiscal year it shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay the Finance Contract Payments for such ensuing fiscal year, and that the final budget for each fiscal year shall set aside and appropriate out of Ad Valorem Taxes and other revenues and funds lawfully available therefore an amount sufficient to pay the Finance Contract Payments. The Issuer hereby agrees to assess and collect, a continuing direct annual Ad Valorem Tax on all taxable property within the boundaries of the Issuer, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to the Issuer for the payment of the Payments, to provide funds each year to pay the Payments, full allowance being made for delinquencies and costs of collection. Such taxes and such revenues and funds in an amount sufficient to make the Payments are pledged to GCC and GCC's successors and assigns for such purpose as the same shall become due and payable under this Finance Contract.

(b) The Issuer waives all rights of set-off, recoupment, counterclaim and abatement against GCC and GCC's successors and assigns with respect to the amounts due under this Finance Contract, and the Issuer's obligation to pay amounts due under this Finance Contract is absolute and unconditional and not subject to set-off, recoupment, counterclaim or abatement for any reason whatsoever.

3. Deposit into the Payment Fund.

(a) Upon this Finance Contract taking effect the Issuer shall establish a Payment Fund, which shall be maintained by the Issuer as long as any Payments are unpaid. The Issuer hereby pledges the Payment Fund for the exclusive purpose of securing the Payments and shall apply the funds therein to the payment of Payments as such payments come due.

(b) Each year in which Payments come due, the Issuer shall, not later than the day preceding any such due date, deposit into the Payment Fund, from the Issuer's Ad Valorem taxes or other lawfully available funds (within the limits prescribed by law) an amount sufficient to make such payment. To the extent permitted by law, the Issuer hereby pledges its Ad Valorem tax as security for this obligation. To the extent required by the Texas Constitution the Issuer agrees during each year of the term of this Finance Contract to assess and collect annually a sufficient sum to pay the greater of (1) interest on the debt created by this Finance Contract and a sinking fund of at least two percent of the principal amount of such debt, or (2) the payments required by Exhibit B attached hereto.

(c) The Payment Fund shall be depleted at least once a year except for a carryover amount not to exceed one twelfth (1/12) of the amount of the Payments expected to come due in the following year.

4. Taxes. The Issuer agrees to directly pay all taxes, insurance and other costs of every nature associated with its ownership of the Property.

5. The Issuer's Covenants and Representations. The Issuer covenants and represents as follows:

(a) The Issuer will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Finance Contract which has been duly authorized, executed, and delivered by the Issuer and is a valid and binding obligation enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Finance Contract have been, or will be, complied with in a timely manner;

(b) All Payments hereunder for the current fiscal period have been duly authorized and will be paid when due;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to this Finance Contract;

(d) The information supplied and statements made by the Issuer in any financial statement or current budget prior to or contemporaneously with this Finance Contract are true and correct;

(e) The Issuer has complied or will comply with all bidding/proposal laws applicable to this transaction and the purchase of the Property.

(f) No contract, rental agreement, lease-purchase agreement, payment agreement or contract for purchase under the Act to which the Issuer has been a party at any time during the past ten (10) years has been terminated by the Issuer as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which the Issuer has issued during the past ten (10) years.

(g) The Issuer will pay the Contract Payment Due by check, wire transfer, or ACH only.



GOVERNMENT CAPITAL
CORPORATION

Public Property Finance Act Contract for Cities & Counties

6. Use and Licenses. The Issuer shall pay and discharge all operating and other expenses of every nature associated with its use of the Property. The Issuer shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.

7. Maintenance. The Issuer agrees to be solely responsible for all maintenance and operating costs of every nature associated with its ownership of the Property and the Issuer acknowledges that GCC or GCC's successors or assigns shall have no responsibility for the payment of any such costs.

8. Damage to or Destruction of Property. The Issuer shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction, or other event shall release the Issuer from the obligation to pay the full amount of the payments or from any other obligation under this Finance Contract.

9. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, IF ANY, ALL OF WHICH ARE HEREBY ASSIGNED TO THE ISSUER, GCC HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER. All such risks shall be borne by the Issuer without in any way excusing it from its obligations under this Finance Contract, and GCC shall not be liable for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by the Issuer, at its sole expense, upon prior written notice to GCC. GCC or its assigns may, but shall have no obligation whatsoever to, participate in a claim on any warranty. Any recovery under such a warranty shall be made payable jointly to both parties.

10. Evidence of Indebtedness and Security Agreement.

(a) An executed copy of this Finance Contract shall evidence the indebtedness of the Issuer as provided herein and shall constitute a security agreement pursuant to applicable law, with GCC, its successors or assigns as the secured party. The grants, lien, pledge and security interest of GCC, its successors or assigns created herein shall become effective immediately upon and from the Delivery Date, and the same shall be continuously effective for so long as any Finance Contract Payments are outstanding.

(b) A fully executed copy of this Finance Contract and the proceedings authorizing same shall be kept at all times and shall be filed and recorded as a security agreement among the permanent records of the Issuer. Such records shall be open for inspection to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against the Issuer, at all times during regular business hours.

(c) If, in the opinion of counsel to the Issuer or to GCC, its successors or assigns, applicable law ever requires filings additional to the filing pursuant to subsection (b) of this section in order to preserve and protect the priority of the grants, assignments, lien, pledge and security interest of GCC, its successors or assigns created herein as to all Payments, then the Issuer shall diligently and regularly make such filings to the extent required by law to accomplish such result.

11. Default and Remedies.

(a) Each of the following occurrences or events for the purpose of this Finance Contract is hereby declared to be an Event of Default:

- (1)** the failure to make payment of the Payment when the same becomes due and payable; or
- (2)** default in the performance or observance of any other covenant agreement or obligation of the Issuer, which default materially, adversely affects the rights of GCC or its successors or assigns, including, but not limited to, its prospect or ability to be repaid in accordance with this Finance Contract, and the continuation thereof for a period of 20 days after notice of such default is given by GCC or any successors or assigns of GCC to the Issuer.

(b) Remedies for Default.

(1) Upon the happening of any Event of Default, then and in every case GCC or its successors or assigns, or an authorized representative thereof, including, but not limited to, an attorney or trustee therefore, may proceed against the Issuer for the purpose of protecting and enforcing the rights of GCC or its successors or assigns under this Finance Contract, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoy any act or thing that may be unlawful or in violation of any right of GCC or its successors or assigns or any combination of such remedies; provided that none of such parties shall have any right to declare the balance of the Finance Contract Payments to be immediately due and payable as a remedy because of the occurrence of an Event of Default.

(2) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy, and no delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof and all such rights and powers may be exercised as often as may be deemed expedient.

(c) Remedies Not Exclusive.

(1) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under this Finance Contract or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Finance Contract, the right to accelerate the debt evidenced by this Finance Contract shall not be available as a remedy because of the occurrence of an Event of Default.

12. Assignment. Without GCC's prior written consent, the Issuer will not either **(a)** assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Finance Contract or the Property or any interest in this Finance Contract or the Property; or **(b)** sublet or lend the Property or permit it to be used by anyone other than the Issuer or the Issuer's employees and other authorized users. GCC may assign its rights, title and interest in and to this Finance Contract, and any other documents executed with respect to this Finance Contract and/or grant or assign a security interest in this Finance Contract, in whole or in part. Such successors and assigns of GCC shall have the right to further grant or assign a security interest in this Finance Contract, as well as the rights to Payments hereunder, in whole or in part, to any third party. No assignment or reassignment of GCC's rights, title or interest in this Finance Contract shall be effective with regard to the Issuer unless and until the Issuer shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. The Issuer shall maintain written records of any assignments of the Finance Contract.

13. Personal Property. The Property is and shall at all times be and remain personal property, and will not be considered a fixture to any real property.

14. GCC's Right to Perform for The Issuer. If the Issuer fails to make any payment or perform or comply with any of its covenants or obligations hereunder, GCC or GCC's successors or assigns may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of the Issuer, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by GCC or GCC's successors or assigns in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate under the State of Texas law, shall be payable by the Issuer upon demand.

15. Interest on Default. If the Issuer fails to pay any Payment specified herein within twenty (20) days after the due date thereof, the Issuer shall pay to GCC or any successor or assigns of GCC, interest on such delinquent payment at the highest rate allowed by Texas law.

16. Notices. Any notices to be given or to be served upon any party hereto in connection with this Finance Contract must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after mailing. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Finance Contract or at such other address as either party may hereafter designate.

17. Prepayment.

(a) The Issuer shall have the right, at its option, to prepay the Finance Contract in whole, on any payment date, in accordance with the Early Redemption Value stated on Exhibit B of the Contract. Any additional principal payments will be applied to reduce the early redemption values as shown in Exhibit B to this Finance Contract.

(b) As condition precedent to the Issuer's right to make, and GCC or any successor or assigns of GCC's obligation to accept, any such prepayment, GCC or any successor or assigns of GCC shall have actually received notice at least thirty (30) days in advance of the Issuer's intent to exercise its option to prepay.

18. Continuing Disclosure. Specifically and without limitation, the Issuer agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of the Issuer's authorized agents. If the Issuer has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

19. Tax Exemption.

(a) The Issuer certifies that it does not reasonably anticipate more than \$10,000,000 of "tax-exempt obligations", including this Finance Contract will be issued by it and any subordinate entities during the 2016 calendar year. Further, the Issuer designates this Finance Contract as "qualified tax exempt obligations" under Section 265 (b) 3 of the Internal Revenue Code of 1986, as amended (the "Code") eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

(b) The Issuer hereby represents and covenants that the proceeds of this Finance Contract are needed at this time to provide funds for the Issuer's purchase of the property for which this Finance Contract was executed and delivered, as specified in this Finance Contract; that (i) final disbursement of the proceeds of this Finance Contract will occur within three years from the Delivery Date, (ii) substantial binding obligations to expend at least five (5) percent of the net proceeds will be incurred within six months after the Delivery Date and (iii) the acquisition of such property will proceed with due diligence to completion; and that, except for the Escrow Agreement, if applicable, and the Payment Fund, no other funds or accounts have been or will be established or pledged to the payment of this Finance Contract.

(c) The Issuer will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Finance Contract to constitute a "private activity bond" within the meaning of Section 141(a) of the Code.

(d) The Issuer will not take any action or fail to take any action with respect to the investment of the proceeds of this Finance Contract or any other funds of the Issuer, including amounts received from the investment of any of the foregoing, that would cause this Finance Contract to be an "arbitrage bond" within the meaning of such section 148 of the Code.

(e) There are no other obligations of the Issuer which are sold at substantially the same time as the Finance Contract, sold pursuant to the same plan of financing with the Finance Contract and are reasonably expected to be paid from substantially the same source of funds as the Finance Contract.

(f) The Issuer will not take any action, or as the case may be, knowingly omit to take any action within its control that, if taken or omitted, as the case may be, would cause the Finance Contract to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

(g) The Issuer will take all necessary steps to comply with the requirement that certain amounts earned by the Issuer on the investment of the "gross proceeds" of the Finance Contract (within the meaning of Section 148(f)(6)(B) of the Code), if any, be rebated to the federal government. Specifically, the Issuer will (i) maintain records regarding the investment of the gross proceeds of the Finance Contract as may be required to calculate and substantiate the amount earned on the investment of the gross proceeds of the Finance Contract and retain such records for at least six years after the day on which the last outstanding Finance Contract is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, including any specified method of accounting required by applicable regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Finance Contract and (iv) timely pay all amounts required to be rebated to the federal government. In addition, the Issuer will correct any errors within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty, if any, as may be necessary or appropriate to assure that interest on the Finance Contract is not includable in the gross income for federal income tax purposes.

(h) The Issuer will timely file with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Finance Contract on such form and in such place as the Secretary may prescribe. Notwithstanding any other provision of this Finance Contract, the Issuer's obligation under the covenants and provisions of this Section 19 shall survive the defeasance and discharge of this Finance Contract.

20. Miscellaneous.

(a) Time is of the essence. No covenant or obligations hereunder to be performed by the Issuer are waived, except by the written consent of GCC or its successors or assigns. GCC's or its successors or assigns' rights hereunder are cumulative and not alternative.

(b) This Finance Contract shall be construed in accordance with, and governed by the state of Texas laws.

(c) This Finance Contract constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both GCC and the Issuer.

(d) Any term or provision of this Finance Contract found to be prohibited by law or unenforceable shall not affect the legality the remainder of this Finance Contract.

(e) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever appropriate.

(f) The captions set forth herein are for convenience of reference only, and shall not define or limit any of the terms or provisions hereof.

(g) Issuer agrees to equitably adjust the payments payable under this Finance Contract if there is a determination by the IRS that the interest payable pursuant to this Finance Contract (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make GCC and its assigns whole.

(h) Except as otherwise provided, this Finance Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Finance Contract.

(i) THIS CONTRACT IS EVIDENCE OF A PRIVATELY PLACED BANK LOAN, IS NOT IN REGISTERED FORM, AND MAY NOT BE TRANSFERRED TO BEARER. TRANSFERS OF THIS CONTRACT ARE NOT REGISTERED ON BOOKS MAINTAINED FOR THAT PURPOSE BY THE ISSUER.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Finance Contract as of the ____day of _____ in the year 2016.

Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature_____

Print Name _____

Print Title _____

The Issuer: City of Bedford

Roger Gibson, City Manager
2121 L. Don Dodson Dr.
Bedford, TX 76021-5832

Witness Signature_____

Print Name _____

Print Title _____

EXHIBIT A

Public Property Finance Act Contract **No.7562** (THE "FINANCE CONTRACT")

By And Between

Government Capital Corporation and *the Issuer*, City of Bedford

Dated as of November 15, 2016

QTY	PART NO.	DESCRIPTION
Personal Property		
Property Cost: \$22,675.00		Payback Period: Four (4) Annual Payments
Radars		
Ten (10)	200-0998-00	Dual Enhanced Counting Unit, 1.5 PCB
Ten (10)	200-0996-30	Dual Modular Display, Bright LEDs
Twenty (20)	200-0326-35	Dual Ka-band Antenna
Ten (10)	200-0920-00	Dual SL Remote Control w/Screw Latch
Ten (10)	200-0769-00	25 MPH/40 KPH KA Tuning Fork
Ten (10)	200-0243-00	Counting/Display Tall Mount
Ten (10)	200-0244-00	Antenna Dash Mount
Ten (10)	200-0245-00	Antenna Tall Deck Mount
Ten (10)	200-0648-00	Display Sun Shield
Ten (10)	155-2055-08	Antenna Cable, 8 Ft.
Ten (10)	155-2055-20	Antenna Cable, 20Ft
Ten (10)	155-2283-50	CAN/VSS Power Cable
Ten (10)	200-0820-00	Dual Manual Kit
Ten (10)	035-0361-00	Shipping Container, Dash Mounted Radar
Ten (10)	155-2211-00	Remote Display Interconnect Cable

PROPERTY LOCATION:
Bedford Police Department
2121 L. Don Dodson Dr.
Bedford, TX 76021-5832

EXHIBIT B

>> SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE <<

PUBLIC PROPERTY FINANCE ACT CONTRACT **NO.7562** (THE "FINANCE CONTRACT")

BY AND BETWEEN

Government Capital Corporation and the **Issuer**, City of Bedford

Schedule Dated as of November 28, 2016

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	2/28/2017	\$5,817.83	\$112.13	\$5,705.70	N/A
2	2/28/2018	\$5,817.83	\$327.49	\$5,490.34	\$11,303.96
3	2/28/2019	\$5,817.83	\$220.43	\$5,597.40	\$5,706.56
4	2/29/2020	\$5,817.83	\$111.27	\$5,706.56	\$0.00
Grand Totals		\$23,271.32	\$771.32	\$22,500.00	

Interest Rate: 1.95%

INCUMBENCY CERTIFICATE

Public Property Finance Act Contract **No.7562** (THE "FINANCE CONTRACT")

By And Between

Government Capital Corporation and **the Issuer**, City of Bedford

Dated as of November 15, 2016

I, Michael Wells, do hereby certify that I am the duly elected or appointed and acting City Secretary, of City of Bedford, Issuer, a political subdivision or agency of the State of Texas, duly organized and existing under the laws of the State of Texas, that I or my designee have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Public Property Finance Act Contract No.7562, between City of Bedford (the "Issuer") and Government Capital Corporation ("GCC").

Name

Title

Signature

Roger Gibson

City Manager

IN WITNESS WHEREOF, I have duly executed this certificate hereto this ____ day of _____, 2016.

By: _____
Michael Wells, City Secretary

RESOLUTION # _____

A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING **"RADARS"**.

WHEREAS, City of Bedford (the "Issuer") desires to enter into that certain Finance Contract No.7562, by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "Radars". The Issuer desires to designate this Finance Contract as a "qualified tax exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY CITY OF BEDFORD:

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "Radars".

Section 2. That the Finance Contract dated as of November 15, 2016, by and between the City of Bedford and GCC is designated by the Issuer as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer will designate Roger Gibson, City Manager, as an authorized signer of the Finance Contract dated as of November 15, 2016, by and between the City of Bedford and GCC.

PASSED AND APPROVED by the Board of the City of Bedford in a meeting held on the ____day of _____, 2016.

Issuer: City of Bedford

Witness Signature

Jim Griffin, Mayor

Michael Wells, City Secretary



345 MIRON DRIVE SOUTH LAKE, TEXAS 76092 817 421 5400
WWW.GOVCAP.COM

As you may be aware, during the 84th Regular Legislative Session, the Texas Legislature passed House Bill 1295 ("HB1295") which creates a new reporting process effective for governmental contracts executed on and after January 1, 2016. Pursuant to the rules promulgated by the Texas Ethics Commission ("TEC"), GCC is required to submit the enclosed "Certificate of Interest Parties" form (Form 1295). This form has been signed and notarized by GCC and as required under the rules, has also been filed electronically with the TEC.

Under the TEC's rules, you are required to acknowledge receipt of this Form 1295 on the TEC's website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). At this web site, you will find further background on HB1295 and your reporting responsibilities, including instructions on how to log in to the TEC's web portal, frequently asked questions and on-line tutorials. We encourage you to log on and acknowledge receipt of the attached form at your earliest convenience. Pursuant to the TEC's rules, you are required to file the electronic acknowledgment within 30 days after the date of the financing contract.

Should you have further questions about HB1295, we encourage you to contact a representative at GCC or your legal counsel.

BOYLE & LOWRY, L.L.P.

JOHN F. BOYLE, JR.
L. STANTON LOWRY
MATTHEW C. G. BOYLE
CATHY CUNNINGHAM
MATTHEW L. BUTLER
BEN L. STOOL
LISA H. TOMASELLI*
JILL LOWRY*
*OF COUNSEL

ATTORNEYS AND COUNSELORS
4201 WINGREN DRIVE, SUITE 108
IRVING, TEXAS 75062-2763

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Writer's Direct Line:
(972) 650-7108
E-mail: ccunningham@boyle-lowry.com

November 7, 2016

Government Capital Corporation
345 Miron Dr
Southlake, TX 76092

RE: Public Property Finance Act Contract No.7562

I have examined the Public Property Finance Act Contract No.7562 (the "Finance Contract") between the City of Bedford (the "Issuer") and Government Capital Corporation ("GCC"). The Finance Contract provides financing for the purchase by the City of Bedford of certain Property as identified in the Finance Contract and provides that the Issuer shall finance the Property by making Payments as specified in the Public Property Finance Act Contract No.7563. I have also examined other certificates and documents as I have deemed necessary and appropriate under the circumstances.

Based upon the foregoing examination, I am of the opinion that:

1. The Issuer is a political subdivision or agency of the State of Texas with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986, as amended;
2. The execution, delivery and performance by the Issuer of the Finance Contract have been duly authorized by all necessary action on the part of the Issuer; and
3. The Finance Contract constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms.

The opinion expressed above is solely for the benefit of the Issuer, GCC and/or its subsequent successors or assigns.

Sincerely,



Cathy Cunningham



Council Agenda Background

PRESENTER: Jeff Gibson, Chief of Police

DATE: 11/15/16

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

ITEM:

Consider a resolution authorizing the City Manager to purchase two 2017 replacement traffic vehicles in the amount of \$88,401.80 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 were allocated within the budget to purchase seven replacement patrol vehicles. In utilizing a Finance Contract/Lease-to-Purchase program for the patrol vehicles, excess funds have been realized in the Patrol Motor Vehicle account to use to purchase replacement traffic vehicles.

The current traffic vehicles, 2010 Dodge Chargers, are beginning to require more frequent maintenance and repairs. The vehicles have been in the City garage and at the Dealership on multiple occasions for repairs, oftentimes resulting in the vehicle being out of service for up to 2 weeks at a time.

The purchase of the two traffic replacement vehicles was originally scheduled for the FY 2018 budget in accordance with the Department's Five-Year Capital Plan using funds from the Traffic Safety Fund (Red Light Camera Program). Due to performance issues associated with the Chargers, additional funds being made available through the financing of the Patrol Vehicles, and the lack of funding in the Traffic Safety Fund, FY 2017 is identified as the appropriate time to move forward with the purchasing of these vehicles.

The Department will transition from Dodge Chargers to 2017 Ford Interceptor Utility vehicles. These vehicles will provide the reliability of a proven pursuit vehicle, provide a larger carrying capacity for equipment for CRASH investigations, and would be consistent with the efforts in the City-wide transition towards a uniform fleet inventory for usability and maintenance suitability. Upon receipt of the replacement vehicles, the current traffic vehicles will be transferred to another departmental division or City department for continued use.

The traffic vehicles cost \$44,200.90 each, which includes the installation of all emergency/pursuit equipment by Defender Supply.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase two 2017 replacement traffic vehicles in the amount of \$88,401.80 from Sam Pack's Five Star Ford, utilizing Texas SmartBuy Contract, State of Texas 071-072-AT 2014.

FISCAL IMPACT:

Vehicle Replacement Fund Balance: \$280,000.00
Patrol Vehicle Package: \$77,757.52
Patrol Vehicle Closing Cost: \$5,659.43
Traffic Vehicles: \$88,401.80
K-9 Unit Vehicle: \$43,726.36
Animal Control Truck and Box: \$41,489.00
Vehicle Replacement New Balance: \$22,965.89

ATTACHMENTS:

Resolution
Quote
Equipment List

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE TWO 2017 REPLACEMENT TRAFFIC VEHICLES IN THE AMOUNT OF \$88,401.80 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 two traffic vehicles with funds allocated in the FY 2016/2017 budget for Vehicle Replacement; and,

WHEREAS, the City Council of Bedford, Texas determines that to meet public safety demands and reduce maintenance costs, two existing traffic vehicles must be replaced; and,

WHEREAS, in order to obtain best pricing, the purchase of two replacement traffic vehicles should be through the Texas SmartBuy Contract; and,

WHEREAS, the City Council of Bedford, Texas determines the 2017 Ford Interceptor Utility vehicle to be more suitable as a traffic vehicle due to its reliability as a pursuit vehicle, and ability to carry more equipment for CRASH investigations.

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 two 2017 replacement traffic vehicles in the amount of \$88,401.80 from Sam Pack's Five Star Ford, utilizing Texas SmartBuy Contract – State of Texas 071-072-AT 2014.

PRESENTED AND PASSED this 15th day of November 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



DEFENDER SUPPLY

Work Order

14535 Aubrey Industrial Park
Aubrey, TX 76227

Rep	Date	W.O. No.
Matt	9/23/2016	8219

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 TRAFFIC UNITS			
	GI-38022	Go Industries Push Bumper for the 2016+ Ford Interceptor SUV w/3.5L EcoBoost Engine		2	
	WH-IW34UFX	Whelen Inner Edge, INT SUV, Duo		2	
	WH-CCSRN3	Whelen Cencom Sapphire Siren System (CCSRN3)		2	
	WH-SA315P	Whelen 100 Watt Speaker		2	
	WH-SAK9	Whelen Heavy-Duty Universal/Swivel Bail Type Mounting Bracket (10+)		2	
	WH-C2FS	Whelen Continuum 20" Flood/Spot	Push Bumper Take Downs	2	
	WH-M4 KIT-BR...	2 Whelen M4 Lighthead (1 Red, 1 Blue) Mounted on Push Bumper or Brush Guard w/Brackets			
	WH-IONJ	Whelen IONJ Red/Blue Spilt Head LED's W/Swivel Mounts	Side PB 45 Degree	4	
	WH-LINSV2C	SURFACE MT LINZ V-SERIES WHITE		4	
	WH-LSVBKT34	Whelen LINSV Mirror Mounting Kit for Ford Interceptor Utility - (one Pair)		2	
	WH-AVN2RB	Whelen Dual Avenger LED Red/Blue	Rear Side Windows	4	
	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		2	
	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	4	
	WH-IONR	Whelen Ion with Black Housing - RED	Drvr side headlights	2	
	WH-IONB	Whelen Ion with Black Housing - BLUE	Pssngr headlights	2	
	WH-UHF2150A	Whelen Universal Solid State Headlight Flasher		2	
	WH-SSF5150D	Whelen Universal Solid State Tail Light Flasher		2	



DEFENDER SUPPLY

14535 Aubrey Industrial Park
Aubrey, TX 76227

Work Order

Rep	Date	W.O. No.
Matt	9/23/2016	8219

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?
	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.			
	TP-CM-SDMT-S...	Troy Computer Stand (console mounted), Height Adjustable with Swing Arm & 360 Degree Platform Rotate		2	
	GJ-7160-0454	Gamber Johnson universal adapter plate ***ADDED		2	
	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		2	
	SE-GK11211B1...	Dual T rail mount: (1) 1080 E Blac Rac, (1) XL universal lock		2	
	DS-Wire-Powe...	Defender Supply Wiring Harness, Power Distribution Block and Battery Management System			
	Misc. Shop S...	Misc. Shop Supplies		2	
	Shipping	Shipping of Above Emergency Parts for Upfit		2	
	Installation	Installation of Above Emergency Equipment		76	
		CUSTOMER SUPPLIED Radio: Two Piece Motorola 05 Radar: Stalker Dual SL Video: Watchguard 4RE Docking Station: Getac B300 Docking Station with No RF			
	Graphics-Des...	Design & Installation of Graphics for Customer's Department Texas Government or Municipality - No Sales Tax		2	



Council Agenda Background

PRESENTER: Jeff Gibson, Chief of Police

DATE: 11/15/16

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

ITEM:

Consider a resolution authorizing the City Manager to purchase a 2017 replacement Animal Control truck and transport box in the amount of \$41,489 from Sam Pack's Five Star Ford, utilizing Texas SmartBuy Contract, State of Texas 072-A1.

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 were allocated within the budget to purchase seven replacement patrol vehicles. In utilizing a Finance Contract/Lease-to-Purchase program to purchase the seven patrol vehicles, excess funds have been realized in the Patrol Motor Vehicle account that can be used to purchase needed replacement vehicles.

The purchase of the Animal Control truck and box was originally scheduled to take place during the FY 2017 budget in accordance with the Department's Five-Year Capital Plan. The purchase was moved to FY 2019 due to other funding needs. However, the additional funds made available through the financing of the Patrol Vehicles provides the opportunity for the Department to stay on schedule with the Five-Year Capital Plan by purchasing the Animal Control Truck and Box during FY 2017.

The vehicle purchased will be a 2017 Ford F-250 3/4-ton truck equipped with a Deerskin ACCM6 transport box containing eight animal compartments. The truck will replace the 2006 Ford Crown Victoria currently being used by Animal Control staff. Not only is the Crown Victoria aged, it also has 78,100 miles and does not allow Animal Control Officers to perform duties associated with the transporting of animals. The Crown Victoria will be distributed to another City department or other departmental division for continued use.

The recently purchased Mobile Adoption Trailer requires a 3/4-ton vehicle for towing. The Animal Control Division has a 3/4-ton vehicle capable of towing the Adoption Trailer; however, it is a 2005 Ford F-250 with over 75,000 miles, with an undetermined amount of life remaining. Upon delivery of the new vehicle, the current F-250 will remain in active inventory at the Animal Shelter and will serve as a back-up vehicle to pull the Mobile Adoption Trailer. This will bring the Animal Control Vehicle inventory to a total of four trucks, each equipped with transport compartment boxes. It is a desire to eventually have the new truck wrapped to match the design of the Mobile Adoption Trailer.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a 2017 replacement Animal Control truck and transport box in the amount of \$41,489 from Sam Pack's Five Star Ford, utilizing Texas SmartBuy Contract, State of Texas 072-A1.

FISCAL IMPACT:

Vehicle Replacement Fund Balance:	\$280,000.00
Patrol Vehicle Package:	\$77,757.52
Patrol Vehicle Closing Cost:	\$5,659.43
Traffic Vehicles:	\$88,401.80
K-9 Unit Vehicle:	\$43,726.36
Animal Control Truck and Box:	\$41,489.00
Vehicle Replacement New Balance:	\$22,965.89

ATTACHMENTS:

Resolution
Quote
Specification List

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A 2017 REPLACEMENT ANIMAL CONTROL TRUCK AND TRANSPORT BOX IN THE AMOUNT OF \$41,489 FROM SAM PACK'S FIVE STAR FORD, UTILIZING TEXAS SMARTBUY CONTRACT, STATE OF TEXAS 072-A1.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase the Animal Control truck and transport box with funds available in the FY 2016/2017 budget for the Patrol Motor Vehicle account; and,

WHEREAS, in order to obtain best pricing, the purchase of the Animal Control truck and transport box should be through the State of Texas 072-A1 Texas Smartbuy Contract; and,

WHEREAS, the Animal Control truck will replace a 2006 Ford Crown Victoria to be transitioned to another City department or other departmental division for continued use.

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 approved to purchase a 2017 replacement Animal Control truck and transport box in the amount of \$41,489 from Sam Pack's Five Star Ford, utilizing Texas SmartBuy Contract, State of Texas 072-A1.

PRESENTED AND PASSED this 15th day of November 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

DeerSkin Animal Control



ANIMAL CONTROL
DEERSKIN IS A FAMILY NAME OF NATIVE AMERICAN ORIGIN

4078 WEST HWY 199
SPRINGTOWN, TX 76082
TOLL-FREE 800-880-6089
PHONE 817-220-5535 FAX 817-523-6685
SALES@DEERSKINMFG.COM



ACCM8

SPECIFICATIONS FOR 8 COMPARTMENT

CHASSIS MOUNT ANIMAL CONTROL UNITS

ACCM8G To Fit Chevy, Ford, Dodge; 8' Bed Only-56" cab to axle (3/4 ton recommended)

Overall Dimensions: 80" wide, 52" tall overall, 106" long

Storage Compartment: 25" wide, 8" tall, 80" deep

Animal Compartments:

Street Side:

- Front 25"W x 35"H x 40" Deep
- Center 25"W x 26"H x 40" Deep
- Center 25"W x 26"H x 40" Deep
- Rear 25"W x 26"H x 40" Deep

Curb Side:

- Front 25"W x 35"H x 40" Deep
- Center 25"W x 26"H x 40" Deep
- Center 25"W x 26"H x 40" Deep
- Rear 25"W x 26"H x 40" Deep

Construction:

- Basic frame is 2" x 2" welded steel tubing with a Superstructure of 1" x 1" welded steel tubing
- All steel is hot dipped galvanized before covering
- The ceiling contains 4" foam insulation and 1" in the front wall and floor and between each compartment. The rear wall has 2" foam insulation. The insulation is to provide a 15-20 degree cooler temperature within each animal compartment
- Units are waterproof, corrosion resistant, and chew proof
- The interior and exterior material is 20 gauge stainless steel
- The interior ceilings consist of .050 aluminum with a roof of 1/8" aluminum diamond plate
- Doors are made with 12 gauge stainless steel and hinged from the front with a continuous stainless steel hinge
- All doors have positive locking tee handles, keyed alike
- Doors have adjustable louvered aluminum vents with perforated inside grilles
- Storage compartment floors are carpeted
- The storage compartment doors are solid (with no vents)
- Units are equipped with LED marker lights, LED stop and tail lights, LED dual backup lights, and four way flashers
- The body is mounted to the vehicle frame with eight (8) angle brackets
- 12 Volt Exhaust Fan, 800 CFM–The fan is installed in the roof of the unit to exhaust heat from each compartment
- Interior Lights–An LED interior light is installed in each compartment with all switches mounted on the dash of the vehicle
- 4-Swinging Partition–Swinging partition is installed in compartments and opened to create a pass through compartment between each side of the unit

*****OPTIONAL EQUIPMENT*******Backup Alarm–Whelen Model #WBUA97**

Secondary Safety Doors–These doors are located inside the primary door and are constructed of 125 aluminum with 3/4" holes punched for ventilation and a catch pole cutout.

One Way Safety Doors–These doors are located inside the primary door and are constructed of 1X2 aluminum. Each one way door will have two(2) spring loaded 125 aluminum panels to ease loading but still prevent escape until one way door is opened. Each one way door is equipped with positive latches and 3/4" holes punched for ventilation.

Top Luggage Rack–This rack is installed on top of unit for additional storage. The rack is constructed of 1 1/2 X 1 1/2 square aluminum tubing welded.

Emergency Strobe–Whelen Model #R2LPHDA- measures 17" long and 3" high and 7" wide with (6)LIN6 Super LED Modules in amber with dash mounted switches.

Air Conditioning System-Red Dot Model R-6100 Unit is 20,000 BTU with add on compressor to truck engine. (Rangers, S-10's, Toyotas, etc are not adaptable to brackets for added compressors.)

Auxiliary Heating-Red Dot Model R-254-4- A 20,000 BTU directional air louvered heater.

Patio Storage Bumper-The bumper is constructed of steel and is 82" long and 15" wide, painted with automotive polyurethane paint, and has a storage compartment in the center.

Step Bumper-The bumper is constructed of stainless steel and is 82" long and 6" wide.

Rubber Mats-Constructed of ½" thick, chew proof rubber mats to fit the floor of the compartment.

Rear Flood Lights (2) 4 X 6 LED floodlights mounted on the rear of the unit.

Dead Animal Pan-This is available to fit the rear compartments only. It is constructed of aluminum and has four raised sides and handles on each end can be fitted in the rear compartments for loading dead animals.

Pet Step-Constructed of polypropylene, with a size of 70" L (35" L when folded) X 18" W with universal rubberized grips to fit any vehicle.

Deerskin Lift System-Slide out cage housed in curb side front compartment to assist in lifting large animals. Powered by an 1800# 12 volt, cable winch, the cage lowers to curb height and is capable of lifting 200 pounds.

Dead Animal Box with Lift Gate-Located in the rear center of the unit, with a electric lift gate capable of lifting 1000 pounds.

Directional Light Bar-Whelen Model# TAM85-6 Lamp Super LED traffic advisor 47" Long, located on the rear of the unit, placed at center top to advise traffic of the vehicles location.

Door Checks-Mounted inside the cage attached to the primary door, used to hold the door in open position while loading/unloading animals.

Digital Thermometer-Mounted on dash of truck with the probe located inside animal unit to monitor temperature while vehicle is in use.

Rear Observation Camera 5.6 inch LCD-TFT high resolution color monitor. Monitor has two audio/video inputs and a versatile mounting bracket. The high resolution reverse-image color camera has a 130 degree (diagonal) wide angle lens and 1-lux low light capability. It is water proof, includes an anti-glare sun shield, and one-way audio (from Camera to monitor). The Panasonic image sensor's resolution is rated at 380 lines and it is made of die-cast aluminum.

[Click Here To Request A Quote On This Item](#)



Council Agenda Background

PRESENTER: Jeff Gibson, Chief of Police

DATE: 11/15/16

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

ITEM:

Consider a resolution authorizing the City Manager to purchase a 2017 replacement K-9 Unit vehicle in the amount of \$43,726.36 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 were allocated within the budget to purchase seven replacement patrol vehicles. In utilizing a Finance Contract/Lease-to-Purchase program for these seven patrol vehicles, excess funds have been realized in the Patrol Motor Vehicle account to use to purchase the replacement K-9 vehicle.

The current K-9 Unit vehicle is a 2010 Chevrolet Tahoe with approximately 81,357 miles. A K-9 Unit vehicle must remain idling at all times while occupied by the canine animal to ensure adequate climate control of the vehicle for occupant safety. For this reason, the time the vehicle sits in idle contributes to the wear and tear of the vehicle engine even with the mileage being relatively low. Although an exact amount of idle time cannot be obtained for the K-9 Unit vehicle, the Department estimates approximately five hours each work day. Moving forward, the new vehicle will be equipped with a device to track idle time in an effort to provide exact numbers.

When the K-9 Unit vehicle undergoes maintenance and repairs, there is not another vehicle suitably equipped for canine transport, thereby preventing the use of the canine animal while the unit is out of service. To correct this, the current K-9 Unit vehicle will be held as a back-up for when the newly purchased vehicle receives preventative maintenance and repair service.

The vehicle purchased will be a 2017 Ford Interceptor Utility vehicle at a cost of \$43,726.36, which includes the installation of emergency, pursuit and K-9 Unit vehicle equipment by Defender Supply. The purchasing of a Ford vehicle will be consistent with the efforts in the City-wide fleet transition to Ford for usability and maintenance suitability.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a 2017 replacement K-9 Unit vehicle in the amount of \$43,726.36 from Sam Pack's Five Star Ford, utilizing Texas SmartBuy Contract, State of Texas 071-072-AT 2014.

FISCAL IMPACT:

Vehicle Replacement Fund Balance:	\$280,000.00
Patrol Vehicle Package:	\$77,757.52
Patrol Vehicle Closing Cost:	\$5,659.43
Traffic Vehicles:	\$88,401.80
K-9 Unit Vehicle:	\$43,726.36
Animal Control Truck and Box:	\$41,489.00
Vehicle Replacement New Balance:	\$22,965.89

ATTACHMENTS:

Resolution
Quote – Sam Pack’s Five Star Ford
Parts List – Defender Supply

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A 2017 REPLACEMENT K-9 UNIT VEHICLE IN THE AMOUNT OF \$43,726.36 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 the K-9 Unit vehicle with funds available in the FY 2016/2017 budget for Vehicle Replacement; and,

WHEREAS, in order to obtain best pricing, the purchase of the replacement K-9 Unit vehicle should be through the Texas SmartBuy Contract.

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 a 2017 replacement K-9 Unit vehicle in the amount of \$43,726.36 from Sam Pack's Five Star Ford, utilizing Texas SmartBuy Contract, State of Texas 071-072-AT 2014.

PRESENTED AND PASSED this 15th day of November 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

Sam Pack's Five Star Ford
 1635 S. IH 35E Carrollton Texas, 75006
 (888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278 - bidx@spford.com

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 (STOCK UNITS) Exterior Color / Interior BLACK

A. Bid Series: 466BLE K8A (K-9 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		K-9 UNIT	
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			
Total of B. - Published Options					\$ 610.00

C. Ford Factory Published Options

Code	Description	Bid Price	Code	Description	Bid Price
595	Keyless Entry System	\$ 260.00	47A	ENGINE IDLE PKG	\$ 260.00
549	Power/Heated Mirrors	\$ 60.00	18D	LIFT GATE DIABLE	N/C
51R	Driver Side LED Spot Light	\$ 395.00		K-9 UNIT	
18W	RR WINDOW DELETED	\$ 25.00			
17T	CARGO DOME LAMP	\$ 50.00			
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			
68G	REAR DOOR LOCK AND HNDL INOP	\$ 35.00			
86L	AUTO HEAD LAMP PKG	\$ 115.00			
21L	FOG LAMPS	\$ 550.00			
Total of C. - Dealer Published Options					\$ 2,300.00

D. Fleet Quote

Code	Description	Bid Price	Code	Description	Bid Price
	Parts Quote Attached	\$ 16,984.73			
	Installation By DEFENDER SUPPLY	Included			
	K-9 UNIT				
Total of D. - Off Menu Options					\$ 16,984.73

All Vehicles ordered are about 90-120 days ARO					
F.	Delivery Charges		0 Miles @ \$2.45/mile		\$ -
G.	Option Discounts				\$ (80.50)
H.	Total of A + B + C + D + E = F				\$ 43,726.36
I.	Floor Plan Assistance				\$ 0.00
J.	Lot Insurance Coverages				\$ 0.00
K.	Quantity Ordered <u>1</u> X F =				\$ 43,726.36
L.	Administrative Fee				\$ -
M.	Non-Equip Charges & Credits				
N.	TOTAL PURCHASE PRICE INCLUDING ADMIN FEE				\$43,726.36



DEFENDER SUPPLY

Work Order

14535 Aubrey Industrial Park
Aubrey, TX 76227

Rep	Date	W.O. No.
Matt	9/23/2016	8217

Name / Address
5 Star - Bedford PD

Ship To

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

Part No.	Description	Quantity	Notes
	2016 Ford Interceptor Utility K-9 UNIT		
GI-38021	Go Industries push bumper for the 2016+ Interceptor SUV	1	
WH-IX34UFZ	Whelen Inner Edge XLP 10-LT for the 2013+ Interceptor Utility SUV	1	
WH-CCSRN3	Whelen Cencom Sapphire Siren System (CCSRN3)	1	
WH-SA315P	Whelen 100 Watt Speaker	1	
WH-SAK9	Whelen Heavy-Duty Universal/Swivel Bail Type Mounting Bracket (10+)	1	
WH-C2FS	Whelen Continuum 20" Flood/Spot	1	Push Bumper Take Downs
WH-M4 KIT-BR...	2 Whelen M4 Lighthead (1 Red, 1 Blue) Mounted on Push Bumper or Brush Guard w/Brackets		
WH-IONJ	Whelen IONJ Red/Blue Spilt Head LED's W/Swivel Mounts	2	Side PB 45 Degree
WH-LINSV2C	SURFACE MT LINZ V-SERIES WHITE Puddle Lights under Sideview mirrors	2	
WH-LSVBKT34	Whelen LINSV Mirror Mounting Kit for Ford Interceptor Utility - (one Pair)	1	
WH-AVN2RB	Whelen Dual Avenger LED Red/Blue	2	Rear Side Windows
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	1	Spoiler
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	2	Reverse Lights
WH-IONR	Whelen Ion with Black Housing - RED	1	Drvr side grill
WH-IONB	Whelen Ion with Black Housing - BLUE	1	Pssnger side grill
WH-UHF2150A	Whelen Universal Solid State Headlight Flasher	1	Wig Wags
WH-SSF5150D	Whelen Universal Solid State Tail Light Flasher	1	Wig Wags



DEFENDER SUPPLY

Work Order

14535 Aubrey Industrial Park
Aubrey, TX 76227

Rep	Date	W.O. No.
Matt	9/23/2016	8217

Name / Address
5 Star - Bedford PD

Ship To

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

Item Code	Description	Quantity	Notes
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.		
TP-CM-SDMT-S...	Troy Computer Stand (console mounted), Height Adjustable with Swing Arm & 360 Degree Platform Rotate	1	
GJ-7160-0526-00 GJ-7160-0454	Getac B300 Docking Station with No RF Gamber Johnson universal adapter plate	1 1	****ADDED
AA-EZ-INTERC...	American Aluminum FULL ACROSS EZ Rider K-9 Insert for 2013+ Ford Interceptor Utility SUV with Matte Black Powder Coating, Deluxe Non-Toxic Custom Fit Rubber Liner & Spill-Proof Bracket Mounted Aluminum Water Dish.	1	
K9-Ace Dual	Ace K9 Dual Purpose K9 Door Popper & Monitoring System with Heat, Smoke, Carbon Monoxide Detectors, Electronic Window Fan Kit, Power Distribution Block and Heavy Duty Fan Guard.		
DS-Wire-Powe...	Defender Supply Wiring Harness, Power Distribution Block and Battery Management System		
Misc. Shop S... Shipping Installation	Misc. Shop Supplies Shipping of Above Emergency Parts for Upfit Installation of Above Emergency Equipment	1 1 45	
	CUSTOMER SUPPLIED Radio: Two Piece Motorola 05 Radar: Stalker Dual SL Video: Watchguard 4RE		
AA-PI-SUV-UP	American Aluminum cargo box for a PI SUV w/ access to spare tire (45"x24"x8")	1	
Graphics-Des...	Design & Installation of Graphics for Customer's Department INCLUDE "K-9"	1	
JO-425-3817	Magnetic mic clip - 5 pack Texas Government or Municipality - No Sales Tax	1	



Council Agenda Background

PRESENTER: Debbie Carlisle, Technical Services Manager

DATE: 11/15/16

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

ITEM:

Consider a resolution authorizing the Mayor to certify the Equitable Sharing Agreement and Certification as required by the United States Department of Justice.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

Each year, the Police Department files an Equitable Sharing Agreement and Certification report with the United States Department of Justice Asset Forfeiture and Money Laundering Section.

Assets (either property or cash) received through the Equitable Sharing Agreement must be utilized for law enforcement related purposes. The Equitable Sharing Agreement and Certification Report reflects any property and/or cash funds that were forfeited to and received by the Police Department during the fiscal year, as well as discloses expenditures during the fiscal year utilizing forfeited funds.

The Police Department did not receive nor utilize any federal asset forfeitures during this reporting period and is reflected as such on the Equitable Sharing Agreement and Certification Report.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Mayor to certify the Equitable Sharing Agreement and Certification as required by the United States Department of Justice.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Equitable Sharing Agreement and Certification

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE MAYOR TO CERTIFY THE EQUITABLE SHARING AGREEMENT AND CERTIFICATION AS REQUIRED BY THE UNITED STATES DEPARTMENT OF JUSTICE.

WHEREAS, the City Council of Bedford, Texas completed an inspection of the report, which contains an accounting of funds received and spent by the Police Department through the Equitable Sharing Program; and,

WHEREAS, the City Council of Bedford, Texas acknowledges that the Equitable Sharing Agreement and Certification Report must be filed with the United States Department of Justice on or before November 30, 2016.

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

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

SECTION 2. That the City Council of Bedford, Texas authorizes the Mayor to certify the Equitable Sharing Agreement and Certification as required by the United States Department of Justice.

PRESENTED AND PASSED this 15th day November of 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



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: TX2200300
Agency Name: City Of Bedford Police Department
Mailing Address: 2121 L. Don Dodson Drive
 Bedford TX 76021

Type: Police Department

Finance Contact

Name: Blackwell, Cliff
Phone: 8179522174

Email: cliff.blackwell@bedfordtx.gov

ESAC Preparer

Name: Carlisle, Deborah
Phone: 8179522403

Email: debbie.carlisle@bedfordtx.gov

Last FY End Date: 9/30/2016

Agency Current FY Budget: \$12,481,663.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance <small>(Must match Ending Balance from prior FY)</small>	\$13,244.23	\$2,341.08
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force <small>(Complete Table B)</small>	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$92.22	\$0.00
6	Total Equitable Sharing Funds Received <small>(total of lines 1-5)</small>	\$13,336.45	\$2,341.08
7	Equitable Sharing Funds Spent <small>(total of lines a - n below)</small>	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance <small>(difference between line 7 and line 6)</small>	\$13,336.45	\$2,341.08

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCSIS, DSS and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$0.00	\$0.00
b	Training and education	\$0.00	\$0.00
c	Law enforcement, public safety and detention facilities	\$0.00	\$0.00
d	Law enforcement equipment	\$0.00	\$0.00
e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$0.00	\$0.00
g	Law enforcement travel and per diem	\$0.00	\$0.00
h	Law enforcement awards and memorials	\$0.00	\$0.00
i	Drug, gang and other education or awareness programs	\$0.00	\$0.00
j	Matching grants <small>(Complete Table C)</small>	\$0.00	\$0.00
k	Transfers to other participating law enforcement agencies <small>(Complete Table D)</small>	\$0.00	\$0.00
l	Support of community-based programs <small>(Complete Table E)</small>	\$0.00	\$0.00
m	Non-categorized expenditures <small>(Complete Table F)</small>	\$0.00	\$0.00
n	Salaries <small>(Complete Table G)</small>	\$0.00	\$0.00
Total		\$0.00	\$0.00

Table B: Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Table C: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table D: Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Table E: Support of Community-based Programs

Recipient	Justice Funds	

Table F: Non-categorized expenditures in (a) - (n) Above

Description	Justice Funds	Treasury Funds

Table G: Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Did your agency purchase any controlled equipment? YES NO

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the **Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is compliant with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

Name: Gibson, Jeff
Title: Police Chief
Email: jeff.gibson@bedfordtx.gov

Governing Body Head

Name: Griffin, Jim
Title: Mayor
Email: jim.griffin@befordtx.gov

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been duly reviewed and authorized by the Law Enforcement Agency Head and the Governing Body Head whose names appear above. Their typed names indicate their acceptance of and their agreement to abide by the policies and procedures set forth in the Guide to Equitable Sharing for State and Local Law Enforcement Agencies, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



Council Agenda Background

PRESENTER: Kenny Overstreet, Public Works Director

DATE: 11/15/16

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

ITEM:

Consider a resolution authorizing the City Manager to purchase a Ford Escape, a Ford F350 cab and chassis, and a Ford F250 with utility bed in the amount of \$101,636.25 through Silsbee Ford, utilizing the BuyBoard Cooperative Purchasing.

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 various divisions in the Water and Sewer Fund budget for the purchase of a Ford Escape, a Ford F350 cab and chassis, and a F250 with utility bed.

The Ford Escape will be a shared vehicle by the Senior Staff Engineer, the CAD Designer and the Engineering Technician. It will be utilized for transportation to various meetings, picking up and dropping off contracts, dropping off contract books for printing, and handling customer requests. This vehicle will replace an existing 3/4-ton truck, which is 10 years old and is larger than needed for the function. The current unit will be repurposed within the Department.

The Ford F350 cab and chassis diesel truck will be utilized by the wastewater crew for daily job functions in support of the wastewater collection system. It will replace a 14-year-old truck with an odometer reading of 131,452 miles. Once purchased, the truck will be outfitted with a utility bed with both a goose-neck hitch and a regular hitch to pull the equipment trailer or the trailer housing the confined space safety equipment.

The Ford F250 diesel truck with utility bed will replace a 3/4-ton gasoline truck used by the water distribution crew that completes water line repairs, meter change outs and meter repairs. The requested truck will have a diesel engine since the current truck does not have the needed torque to pull the utility repair trailer when needed.

If approved, the purchase would be paid out of the Water and Sewer Fund line item accounts for motor vehicle purchases. The remaining balance will go to purchase additional items to outfit the units where needed such as a utility bed, light bars, tool boxes, etc.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a Ford Escape, a Ford F350 cab and chassis, and a Ford F250 with utility bed in the amount of \$101,636.25 through Silsbee Ford, utilizing the BuyBoard Cooperative Purchasing.

FISCAL IMPACT:

Engineering Motor Vehicles:	\$21,800.00
Wastewater Motor Vehicles:	\$49,000.00
Water Motor Vehicles:	<u>\$45,500.00</u>
Total Budget Amount:	\$116,300.00
Actual Amount:	<u>\$101,636.25</u>
Variance:	\$14,663.75

ATTACHMENTS:

Resolution
Quotes

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A FORD ESCAPE, A FORD F350 CAB AND CHASSIS, AND A FORD F250 WITH UTILITY BED IN THE AMOUNT OF \$101,636.25 THROUGH SILSBEE FORD, UTILIZING THE BUYBOARD COOPERATIVE PURCHASING.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase the vehicles with funds approved in the FY 2016/17 Budget; and,

WHEREAS, the City Council of Bedford, Texas determines that in order to be responsive to the needs of the community, the vehicles must be purchased; and,

WHEREAS, in order to obtain best pricing, the purchase of the vehicles should be through the Texas BuyBoard Cooperative Purchasing.

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 a Ford Escape, a Ford F350 cab and chassis, and a Ford F250 with utility bed in the amount of \$101,636.25 through Silsbee Ford, utilizing the BuyBoard Cooperative Purchasing.

SECTION 3. That funding in the amount of \$101,636.25 will come from the FY 2016/17 Water and Sewer Fund.

PRESENTED AND PASSED this 15th day of November, 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

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13

Vehicles and Heavy Duty Trucks

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF BEDFORD
 Contact: JACKIE HANCOCK 817.952.2246
 Email: JACKIE.HANCOCK@BEDFORDTX.GOV
 Product Description: 2016 FORD F250

Prepared by: RICHARD HYDER
 Phone: (409) 300-1385
 Email: rhyder.cowboyfleet@gmail.com
 Date: April 7, 2016

A. Bid Series: 113 A. Base Price: \$ **21,226.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
W2A	F250 CREW CAB 4X2 56" CA	\$ 5,250.00			
99T	6.7L V8 DIESEL	\$ 7,972.00			
44P	6-SPD AUTO TRANSMISSION	\$ -			
535	TRAILER TOWING PKG	\$ -			
Z1	EXTERIOR WHITE	\$ -			
AS	INTERIOR VINYL 40/20/40	\$ -			
52B	TRAILER BRAKE CONTROLLER	\$ 259.00			
90L	POWER EQUIPMENT GROUP	\$ 1,039.00			
HIT	KNAPHEIDE 696J SERVICE BODY	\$ 6,195.00			
Total of B. Published Options:					\$ 20,715.00

C. Unpublished Options [Itemize each below, not to exceed 25%] \$= 0.0 %

Options	Bid Price	Options	Bid Price
Total of C. Unpublished Options:			\$ -

D. Pre-delivery Inspection: \$ -

E. Texas State Inspection: \$ -

F. Manufacturer Destination/Delivery: \$ -

G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

I. Contract Price Adjustment: _____ \$ -

J. Additional Delivery Charge: 297 miles \$ **519.75**

K. Subtotal: \$ **42,460.75**

L. Quantity Ordered 1 x K = \$ **42,460.75**

M. Trade in: _____

N. BUYBOARD Administrative Fee (\$400 per purchase order) \$ **400.00**

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE \$ **42,860.75**



Council Agenda Background

PRESENTER: Kenny Overstreet,
Public Works Director

DATE: 11/15/16

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

ITEM:

Consider a resolution authorizing the City Manager to purchase a Ford F150 in the amount of \$22,039 through Silsbee Ford, utilizing the Texas Procurement and Support Services (TPASS) Cooperative Purchasing Program.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The Ford F150 will replace a 3/4-ton gasoline truck used by the water service maintenance worker that handles the bi-monthly water cutoff list, requests for service turn on and off, billing meter re-reads, meter repairs and vault meter scan pad replacement.

If approved, the purchase would be paid out of the Water and Sewer Fund line item account for motor vehicle purchases. The remaining balance will go to purchase additional items to outfit the units where needed such as a utility bed, light bars, tool boxes, etc.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a Ford F150 in the amount of \$22,039 through Silsbee Ford, utilizing the Texas Procurement and Support Services (TPASS) Cooperative Purchasing Program.

FISCAL IMPACT:

Water Motor Vehicles Balance:	\$24,640
Actual Amount:	<u>\$22,039</u>
Variance:	\$2,601

ATTACHMENTS:

Resolution
Quote

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A FORD F150 IN THE AMOUNT OF \$22,039 THROUGH SILSBEE FORD, UTILIZING THE TEXAS PROCUREMENT AND SUPPORT SERVICES (TPASS) COOPERATIVE PURCHASING PROGRAM.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase the vehicle with funds approved in the FY 2016/17 Budget; and,

WHEREAS, the City Council of Bedford, Texas determines that in order to demonstrate excellent customer service in an efficient manner, the vehicle must be purchased; and,

WHEREAS, in order to obtain best pricing, the purchase of the vehicles should be through the Texas Procurement and Support Services Cooperative Purchasing Program.

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 a Ford F150 in the amount of \$22,039 through Silsbee Ford, utilizing the Texas Procurement and Support Services (TPASS) Cooperative Purchasing Program.

SECTION 3. That funding in the amount of \$22,039 will come from the FY 2016/17 Water and Sewer Fund.

PRESENTED AND PASSED this 15th day of November, 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

SILSBEE FORD

Government and Commercial Sales

1211 U.S. Highway 96 North Silsbee TX 77656 Phone: (409) 895-3800

Date: 04/07/2016

Prepared by: Richard Hyder
direct phone: (409) 300-1385
email: rhyder.cowboyfleet@gmail.com

Prepared for: City of Bedford
Jackie Hancock
phone: 817.952.2246
fax:
email: jackie.hancock@bedfordtx.gov

Proposal:	# of items	Description	Price	Extension
	1	2016 Ford F150 Super cab SWB 4x2 862B per TPASS term contract 072A1	\$ 20,874.00	\$ 20,874.00
		Additional Fleet quote items:		
	1	40/20/40 vinyl seating	\$ -	\$ -
	1	3.7L V6 gas	\$ -	\$ -
	1	85A power equipment goup	\$ 670.00	\$ 670.00
	1	trailer towing pkg	\$ 495.00	\$ 495.00
		ALL VEHICLES SUBJECT TO AVAILABILITY	TOTAL:	\$ 22,039.00

Notes: Please call if you have any questions. Thank you



Council Agenda Background

PRESENTER: Kenneth Overstreet, Public Works Director

DATE: 11/15/16

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to request from the Director of the Texas Commission on Environmental Quality (TCEQ) an extension of the Sanitary Sewer Outflow (SSO) Initiative for up to five years.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

In 2007, the City began participation in the TCEQ SSO Initiative Program to stay in compliance with State and Federal standards for inflow and outflow of sewer discharge. The City started the program soon after it was developed and was put on a five-year program with the expectation of spending \$1,000,000 per year on sanitary sewer lines in targeted areas. A five-year extension was requested on December 30, 2013. At the time, staff felt it necessary to revise the original request for an additional five-year extension to a two-year extension. The request for a two-year extension was approved by the TCEQ on February 15, 2014.

The City of Bedford entered into an agreement with the TCEQ on February 27, 2008. This agreement was to correct the sewer overflows that had been occurring between 2003 and 2007. In the agreement, the City agreed to “implement the annual Capital Improvements Program to replace the existing System infrastructure within the following neighborhoods: Brook Hollow Addition; Harwood Terrace Addition; Rollingwood Addition; Bell Hurst Addition; Oakwood Park East Addition; Bell Manor Addition (North Section); and Shady Brook Addition.”

The agreement was executed with the commitment of \$1,000,000 per year over the life of the agreement for the areas listed above. The City offered this amount in a letter dated November 29, 2007. The Comprehensive Wastewater Collection System Evaluation (Study) had not been completed by Espey Consultants, Inc. when the agreement was finalized. The agreement was for five years and was to have the improvements completed along with annual milestones.

Since the Study has been completed, the primary focus by the City has been on the system infrastructure improvements that transport sewer from the various subdivisions along the creeks (outfall sewers). These mains are usually larger in diameter and have the largest potential for infiltration of storm water into the sewer collection system and are also the largest potential for overflows at other locations.

Over the last seven years, the City has constructed over \$7,000,000 of sewer main replacement, sewer pipe enlargement via pipe bursting, root intrusion reduction via cured in place (CIPP) pipe (e.g.– insituform is a common method), and point repairs to remove/repair manholes that were built out of bricks or had broken cones/rings/covers/etc.

Some system infrastructure improvements made by the City during the agreement are within the Bell Manor (North) Addition. System improvements were made with the CDBG funding for the 37th and 38th year along Memphis Drive, Winchester Way, and Central Drive. The City has replaced a portion of the outfall sewers along the Sulphur Branch in the Brook Hollow Addition and in the Shady Brook Addition. However, the City has not completed all of the improvements that were committed to in the agreement.

In order to maintain the commitment that was agreed to in 2008 between the City of Bedford and the TCEQ, it will be necessary to request another extension, for up to five-years, from the Director of the TCEQ to better manage the City's sanitary sewer system future capital improvements programs and to continue modeling after the Comprehensive Wastewater Collection Evaluation that began in 2008. Since its inception, the numbers of sewer main backups and overflows have decreased.

Staff recommends continuing with the emphasis on replacement of the outfall sewers in the Sulphur Branch and its tributaries. The rehabilitation of portions of the residential areas within the agreement will be done incrementally.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to request from the Director of the Texas Commission on Environmental Quality (TCEQ) an extension of the Sanitary Sewer Outflow (SSO) Initiative for up to five years.

FISCAL IMPACT:

\$1,000,000 annually from:

Previously issued bond funds, and the Utility Repair and Maintenance Fund

ATTACHMENTS:

Resolution

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO REQUEST FROM THE DIRECTOR OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AN EXTENSION OF THE SANITARY SEWER OUTFLOW (SSO) INITIATIVE FOR UP TO FIVE YEARS.

WHEREAS, the City Council of Bedford, Texas has determined that an extension of the Sanitary Sewer Outflow Initiative will help keep the City in compliance with State and Federal standards for inflow and outflow of sewer discharge for the health and safety of its citizens; and,

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

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to request from the Director of the Texas Commission on Environmental Quality an extension of the SSO Initiative for up to five years.

SECTION 3. That funding in the amount of \$1,000,000 per year will come from various existing bonds for water and sewer improvements, and the Utility Repair Fund.

PRESENTED AND PASSED this 15th day of November, 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

<u>PRESENTER:</u> Roger Fisher, Councilmember		<u>DATE:</u> 11/15/16
Council Mission Area: Be responsive to the needs of the community.		
<u>ITEM:</u> Consider an ordinance amending Chapter 18 “Animals” of the City of Bedford Code of Ordinances by adding definitions to Section 18-1. “Definitions”; by adding Section 18-135. “Feeding Prohibited;” providing a penalty; providing a severability clause; and declaring an effective date. ***Item requested by Councilmember Fisher City Attorney Review: Yes City Manager Review: _____		
<u>DISCUSSION:</u> Councilmember Fisher requested this item be placed on the agenda for discussion and possible action. Recommended changes to the ordinance include adding the term “feral animal” to the definition of “Animal;” adding definitions for “At Large Animal,” “Feeding,” “Feral Animal” and “Wildlife;” and adding a section prohibiting the feeding of at large animals or wildlife on property not owned or occupied by the person doing the feeding, or on vacant and/or undeveloped property.		
<u>RECOMMENDATION:</u> Staff recommends the following motion: Approval of an ordinance amending Chapter 18 “Animals” of the City of Bedford Code of Ordinances by adding definitions to Section 18-1. “Definitions”; by adding Section 18-135. “Feeding Prohibited;” providing a penalty; providing a severability clause; and declaring an effective date.		
<u>FISCAL IMPACT:</u> N/A	<u>ATTACHMENTS:</u> Ordinance Red-Line Ordinance Letter of Request	

ORDINANCE NO. 16-

AN ORDINANCE AMENDING CHAPTER 18 "ANIMALS" OF THE CITY OF BEDFORD CODE OF ORDINANCES BY ADDING DEFINITIONS TO SECTION 18-1. "DEFINITIONS"; BY ADDING SECTION 18-135. "FEEDING PROHIBITED;" PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS the supplemental feeding of wildlife leads to overcrowding and increases the susceptibility for wildlife to contract life threatening diseases; and,

WHEREAS the Texas Department of Parks and Wildlife discourages supplemental feeding of wildlife in public and private areas; and,

WHEREAS, feeding wildlife and at large animals presents a health, safety and welfare problem.

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

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

SECTION 2. That Section 18-1. "Definitions" is amended by replacing when applicable and by adding the following definitions:

Animal is defined as one or more of the following classifications contained within this Chapter: domestic animal, feral animal, fowl, livestock, permit eligible non-domestic animal, pet bird, prohibited animal, swine, and wildfowl.

At Large Animal is defined as any animal not confined to the premises or property of the owner or person in control of the animal by a structure of adequate construction as to prevent escape or unsolicited contact with humans or animals, or by failing to control the animal either by leash, cord, chain or similar restraining device.

Feeding means the act of depositing an edible product, either directly or in a manner that provides an opportunity for later consumption.

Feral Animal is defined as a domestic animal, which has returned to its wild state, living on its own and generally avoids human contact.

Wildlife is defined as any nondomestic creature (mammal, amphibian, reptile or fowl) which is of a species which is wild by nature, which can be found in a wild state and which is not naturally tame or gentle.

SECTION 3. That Section 18-135 is amended by adding the following:

Sec. 18-135. - Feeding Prohibited.

No person shall feed wildlife or any at large animal:

- (a) in any vacant and/or undeveloped property, or
- (b) on property not owned or occupied by the person feeding said wildlife or at large animal.

SECTION 4. PENALTY

That any person violating any provision of this Chapter may be issued a citation and upon conviction thereof, the person shall be deemed guilty of a misdemeanor and punished as provided in subsection 1-7 of the Code of Ordinance of the City of Bedford. Each 24-hour period of violation, and each separate animal or condition in violation of this Chapter, shall constitute a separate offense.

SECTION 5. SEVERABILITY

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

SECTION 6. EFFECTIVE DATE

That this ordinance shall be in full force and effect from and after its passage.

PRESENTED AND PASSED this 15th day of November, 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

ORDINANCE NO. 16-

AN ORDINANCE AMENDING CHAPTER 18 "ANIMALS" OF THE CITY OF BEDFORD CODE OF ORDINANCES BY ADDING DEFINITIONS TO SECTION 18-1. "DEFINITIONS"; BY ADDING SECTION 18-135. "FEEDING PROHIBITED;" PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS the supplemental feeding of wildlife leads to overcrowding and increases the susceptibility for wildlife to contract life threatening diseases; and,

WHEREAS the Texas Department of Parks and Wildlife discourages supplemental feeding of wildlife in public and private areas; and,

WHEREAS, feeding wildlife and at large animals presents a health, safety and welfare problem.

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

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

SECTION 2. That Section 18-1. "Definitions" is amended by replacing when applicable and by adding the following definitions:

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***At Large Animal* is defined as any animal not confined to the premises or property of the owner or person in control of the animal by a structure of adequate construction as to prevent escape or unsolicited contact with humans or animals, or by failing to control the animal either by leash, cord, chain or similar restraining device.**

***Feeding* means the act of depositing an edible product, either directly or in a manner that provides an opportunity for later consumption.**

***Feral Animal* is defined as a domestic animal, which has returned to its wild state, living on its own and generally avoids human contact.**

***Wildlife* is defined as any nondomestic creature (mammal, amphibian, reptile or fowl) which is of a species which is wild by nature, which can be found in a wild state and which is not naturally tame or gentle.**

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SECTION 6. EFFECTIVE DATE

That this ordinance shall be in full force and effect from and after its passage.

PRESENTED AND PASSED this 15th day of November, 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

From: Wells, Michael
Sent: Tuesday, November 08, 2016 8:25 AM
To: Jacobs, Amanda
Subject: FW: Change my previous request

Please see below.....

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Michael Wells
Office: 817-952-2104

-----Original Message-----

From: Fisher, Roger
Sent: Thursday, November 03, 2016 7:13 PM
To: Wells, Michael <Michael.Wells@bedfordtx.gov>
Cc: rgibson@scapesincorporated.com
Subject: Change my previous request

Michael,
I need to revise my item request for our next meeting.
It should state "discussion and possible action on changes to animal control ordinance as it pertains to feeding wild animals"

All the best

Roger

Sent from my iPhone please excuse any typographical errors.