

AGENDA

**Regular Meeting of the Bedford City Council
Tuesday, December 13, 2016
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021**

**Council Chamber Work Session 5:30 p.m.
Council Chamber Regular Session 6:30 p.m.**

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

COUNCIL CHAMBER WORK SESSION

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

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 Williams, TW Survey A1735 Tr 6C02, also known as, 1805 L. Don Dodson Drive.**
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 3R Lot 1A &1B1 Bedford Forum Addition.**
- c) Pursuant to Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Elections held pursuant to Chapter 501 of the Texas Election Code.**
- d) Pursuant to Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Economic Development Agreement with Suns Field Development.**
- e) Pursuant to Section 551.074, personnel matters - City Manager search**

REGULAR SESSION

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Pastor Jeff Baldwin, The Refuge Family Church)

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS/UPCOMING EVENTS

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Employee Service Recognition
2. Proclamation declaring the City of Bedford's participation in the 2017 It's Time Texas Community Challenge.

APPROVAL OF THE MINUTES

3. Consider approval of the following City Council minutes:
 - a) November 15, 2016 regular meeting
 - b) December 1, 2016 special meeting

NEW BUSINESS

4. Consider a resolution authorizing the City Manager to enter into the third year of a three-year contract with B&B Wrecker Services, Inc. to provide towing and storage for City-initiated vehicle tows.
5. Consider a resolution authorizing the City Manager to purchase the WatchGuard in-car/body camera system in the amount of \$246,560 and redaction software in the amount of \$6,245 for a total of \$252,805, utilizing funds approved through the 2016 Tax Note.
6. Consider a resolution authorizing the City Manager to enter into a contract with CDW-G to upgrade the existing Network Switch Environment in the amount of \$305,198.01.
7. Consider a resolution authorizing the City Manager to purchase a 2017 Ford Transit Connect Van in the amount of \$32,679.75 through the BuyBoard Cooperative Purchasing Program.
8. Consider a resolution authorizing the City Manager to purchase a 26-foot JLG 2632ES scissor lift in the amount of \$16,900 through the BuyBoard Cooperative Purchasing Program.
9. Consider a resolution authorizing the City Manager to purchase a 2017 Ford F250 4X2 Super Cab truck in the amount of \$28,040 through the BuyBoard Cooperative Purchasing Program.
10. Consider a resolution authorizing the City Manager to purchase a Toro Ground Master 7200/72 mower in the amount of \$19,284.10 through the BuyBoard Cooperative Purchasing Program.
11. Consider a resolution authorizing the City Manager to purchase four sunshade structures for the Meadow Park Athletic Soccer Fields in the amount of \$23,168 through the BuyBoard Cooperative Purchasing Program.
12. Consider a resolution authorizing the City Manager to enter into a one-year lease agreement with Embrace United Church of Christ to provide meeting space for church services at the Old Bedford School.
13. Consider a resolution authorizing the City Manager to enter into a one-year lease agreement with ONSTAGE relative to the Trinity Arts Theater located within the Bedford Boys Ranch Park.
14. Consider a resolution authorizing the City Manager to enter into a one-year lease agreement with Arts Council Northeast relative to the Trinity Arts Building located within the Bedford Boys Ranch Park.
15. Consider a resolution of the City Council of the City of Bedford, Texas approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with B&B Family Limited Partnership.

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

- ✓ **Animal Shelter Advisory Board - Councilmember Fisher**
- ✓ **Beautification Commission - Councilmember Turner**
- ✓ **Community Affairs Commission - Councilmember Farco**
- ✓ **Cultural Commission - Councilmember Champney**
- ✓ **Library Advisory Board - Councilmember Farco**
- ✓ **Parks and Recreation Board - Councilmember Sartor**
- ✓ **Teen Court Advisory Board - Councilmember Gebhart**
- ✓ **Senior Citizen Liaison - Councilmember Turner**

17. Council member Reports

18. City Manager/Staff Reports

EXECUTIVE SESSION

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

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- d) Pursuant to Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Economic Development Agreement with Suns Field Development.
- e) Pursuant to Section 551.074, personnel matters - City Manager search

19. 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, December 9, 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: Gary Clopton, Information Technology
Manager

DATE: 12/13/16

Council Recognition

ITEM:

Employee Service Recognition

City Manager Review: _____

DISCUSSION:

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

Jody Winkler

Information Technology

15 years

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Mayor Jim Griffin

DATE: 12/13/16

Council Recognition

ITEM:

Proclamation declaring the City of Bedford's participation in the 2017 It's Time Texas Community Challenge.

City Manager Review: _____

DISCUSSION:

Wendy Hartnett, Special Events Manager, will accept the proclamation. Information will be provided on the It's Time Community Challenge and events.

- How to sign up and earn points – BRAC Staff
- Fitness Opportunities at the BRAC – BRAC Staff
- Kickoff Event Walk on Saturday, January 7 – Wendy Hartnett

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

Whereas, the It's Time Texas Community Challenge is a competition challenging communities across the state to compete to see which can demonstrate the greatest commitment to healthy living; and

Whereas, the It's Time Texas Community Challenge unites and energizes schools, businesses, organizations, and the community towards the common goal of transforming their community's health; and

Whereas, healthy and active lifestyles lead to better overall quality of life and lower health care costs; and

Whereas, Bedford is making community health a priority by offering numerous fitness opportunities through the Parks and Recreation Department, health-related programs at the Library and being recognized a Heart Safe Community due to the innovative efforts of the Fire Department.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim that the City of Bedford is participating in the It's Time Texas Community Challenge. I urge all residents, businesses, schools, and other community organizations to sign up for the It's Time Texas Community Challenge and participate in the It's Time Texas Community Challenge Walk on Saturday, January 7, 2017.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
13th day of December, 2016.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 12/13/16

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) November 15, 2016 regular meeting
- b) December 1, 2016 special session

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

November 15, 2016 regular meeting
December 1, 2016 special session

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 4:30 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 15th day of November, 2016 with the following members present:

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

constituting a quorum.

Staff present included:

Roger Gibson	City Manager
Cathy Cunningham	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
Jill McAdams	Human Resources Director
Kenny Overstreet	Public Works Director
Maria Redburn	Library Director
Emilio Sanchez	Planning Manager
Bill Syblon	Economic Development Director

COUNCIL CHAMBER WORK SESSION

Mayor Griffin called the Work Session to order at 4:31 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, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22.

Fire Chief Sean Fay presented information regarding Item #10, which is for a maintenance contract that is budgeted for and in which the City participates every year. The cost is split between six cities as a cost-saving measure. Not participating in the contract would increase the annual cost to the City by \$13,000. In answer to questions from Council, Chief Fay stated that there is annual maintenance that has to be done on the system's infrastructure, which keeps the system working at peak performance; that the contract is for every five years and the costs are examined on a five-year basis; and that the proposal before Council is the second year of the current contract.

In answer to questions regarding Item #12, Chief Fay stated that for the Emergency Medical Services (EMS), the delivery of services is evidence-based medicine; that Dr. Roy Yamada, the Fire Department's Medical Control Director, uses evidence-based research to set protocols; that for cardiac victims, that the current standard-of-care is delivering electricity in a mono-phasic form, but bi-phasic form is more critical to patient survival; that leading edge research indicates bi-phasic 360 Joules is the greatest

contributing factor of successfully defibrillating a patient in cardiac arrest and Physio-Control is the only vendor that offers that ability due to patents; and that staff has seen a lot of success with the defibrillators.

Police Chief Jeff Gibson presented information regarding Items #13 through #17. He stated when the budget was being approved, the Police Department focused on employee compensation and reducing costs to assist in offsetting the increase in insurance premiums. When looking at those numbers, there was not sufficient funding for replacing vehicles and aging equipment. Staff looked at lease options, which are actually more of a payment plan as the City will become direct owners of the products being leased upon signing. Of the items being discussed, certain vehicles would be paid for through the lease-purchase, while others would be purchased outright. Item #13 is for the lease-purchase of seven new vehicles for the Patrol Division. The fleet model is being changed from a Chevrolet to a Ford platform due to a \$7,000 difference in price and increased safety with the all-wheel drive in the Ford Explorer. The purchase is all-encompassing except for radars, radios, and computer mounts, which is something the City has been unable to do in the past. The lease-purchase model has freed up surplus money to start replacing aging equipment and to put the Department on a traditional replacement schedule. Item #14 is to lease-purchase radar units. In previous years, they have had the ability to purchase five new radar units, putting them in the position that they have ten current units ranging from eight to 18 years of age. The current life expectancy of a radar unit is seven years, so the Department is requesting to lease ten new units to outfit some of the newer vehicles, as well as backline vehicles, that have aging equipment. With the surplus of funds, staff performed a needs assessment on the most critical vehicles needing to be replaced. Vehicles for the Traffic Division are not being leased-purchased because of their longevity; while Patrol Division vehicles are on the road 24/7, Traffic Division vehicles are on the road 40 hours a week and have a life expectancy of eight years. Patrol Division vehicles spend two years on the frontline, then are rotated to backline for two years, and finally rotated to other divisions within the Police Department or other departments within the City. It was determined that the outright purchase of the two Traffic Division vehicles is a better use of funds. For Animal Control, the truck needs to be a three-quarter ton truck in order to pull the adoption trailer. The current truck is 11 years old and if it goes down, there is nothing to get the trailer out to the public and events. The truck would be wrapped to match the trailer, which staff would be reluctant to do with an 11 year old truck. The wrap would have no fiscal impact as it would be paid from the Animal Shelter Donation Fund. The current K9 Unit vehicle, which was a former undercover truck purchased from Tarrant County, has surpassed its reliability, costing more money to operate. A new K9 Unit would be purchased, with the current one moving to the backline. In answer to questions from Council, Chief Gibson stated that Traffic Division vehicles have cost a lot of money to keep on the street, savings from which will offset a lot of the finance costs for the lease; that all the equipment being purchased will replace aging equipment; that by doing the lease-purchase, equipment would be replaced when it reaches its life expectancy; that moving to the same operating vehicle system would reduce the workload of fleet maintenance, as they become experts in the vehicles being driven; that all but the undercover vehicles would be moving to a Ford platform as they are purchased from grants; and that it would cost \$300,000 to purchase the vehicles outright.

Technical Services Manager Debbie Carlisle presented information regarding Item #18. The City is required to report annually on the number of forfeitures received and income earned off of the forfeitures, as well as expenditures made during the fiscal year. For the previous fiscal year, there was no activity, and the ending balance between the funds is approximately \$15,600.

Public Works Director Kenny Overstreet presented information regarding Item #19, which is to purchase a Ford Escape, a Ford F350 cab and chassis, and a Ford F250 truck with a utility bed using the BuyBoard Purchasing Agreement. The Ford Escape would be used by the Engineering Division, replacing a three-quarter ton truck, which will be handed down to the Environmental Specialist. Unit 183, which is currently in the Wastewater Department, has 131,000 miles and 146 decision tree points on it, and will be either given to another department or sent to auction. Staff is looking at replacing the F250 truck and putting it in the standby fleet. Unit #101, a 2002 Chevrolet three-quarter ton truck, has a Blue Book value of \$2,400, while the transmission recently went out costing \$3,000 to repair. Staff would like to send that truck to auction.

Mr. Overstreet presented information regarding Item #20, which is to purchase new F150 truck. Their customer service employee is currently driving a three-quarter ton super-cab truck. Staff is looking at replacing with a half-ton Ford super-cab truck that has better gas mileage. The current truck would be put into the standby fleet. Unit 211, a 2001 three-quarter ton Chevrolet Truck would then be sent to

auction.

Mr. Overstreet presented information regarding Item #21. In 2007, staff approached Council to enter into a Sanitary Sewer Overflow Initiative (SSOI) agreement with the Texas Commission on Environmental Quality (TCEQ) due to inflow and outflow issues. The City was put under a five-year plan to perform cleaning, manhole inspections, and \$1M in line replacements. Two years previously, the City filed for a five-year extension of the agreement, and were granted a two-year extension with same requirements by the TCEQ. That agreement has been completed and \$2M in renewals were done. Staff is asking for an additional five-year extension to stay under the SSOI and finish several projects identified by two studies, including four projects within the 19.1w sewer basin. Inflows and outflows have been reduced by 65 percent. In answer to questions from Council, Mr. Overstreet confirmed that the City would still be under the \$1M requirement, which staff believes to be attainable. He stated that the City has spent over \$7M in renewals so far; that if the agreement is not extended, the City is automatically put under a mandate to do monthly reporting to the TCEQ, including reports on all inflows and outflows after rain events, and to continue showing that the City is doing renewals; that if the City did not do any renewals and there was an increase in inflow to the metering stations or overflows, the City could be fined; that in 2014, all cities in Texas were put under a mandate to do monthly reporting; that with the SSOI agreement, the only time the City has to report is if there is an overflow into the sewer; and that under the agreement, the City does have to report to the TCEQ everything it has done the previous two years, including renewals and the amount of money spent on them, the number of mains cleaned, and the number of manhole inspections and repairs.

Councilmember Fisher discussed Item #22. In July, Council passed a no-feeding ordinance for public parks and spaces. It was determined that it was in the best interest of nature overall to not feed the wildlife. A problem has been created that people are no longer feeding birds in the Boys Ranch Park but in the front yards of houses along the streets in and around the Park. This has caused a disturbance for those that live along those streets and has implications for the City overall when it comes to feral and at-large animals. By feeding these animals in places where they should not be fed, more animals are encouraged to come to those areas. Staff was asked to look into creating an ordinance that is enforceable and makes sense, but respects the personal property rights of those feeding animals in their backyards, as well as responsible pet owners, and those that do not want feral animals on their property. Chief Gibson stated that the motivating factor behind the ordinance is to be a compliment to the no-feeding ordinance for the City's parks, which originated from the adverse effects from the overpopulation of animals. In regard to the versions of the ordinance presented to Council, staff is in support of Version B, which would be a tool for Animal Control staff and would be enforceable. An additional burden on staff would not be created and cases put in Municipal Court could be prosecuted. The animal population and the number of deceased having to be picked up by Animal Control would be reduced. There was discussion on exerting too much regulation on private property; houses that have unfenced backyards; bird feeders and traps for stray animals; and selective enforcement. In answer to questions from Council, Chief Gibson stated that there are citizens that feed stray and non-owner occupied animals, who then spill over onto neighboring properties. There was discussion on having a public nuisance law instead to address particular instances where there is animal waste, noise or odor problems. In answer to further questions from Council, Chief Gibson stated that staff does not have the ability to take on selective enforcement; that staff tries get compliance through cooperation, a component of which is education; that clarity was another factor for creating the ordinance; that the ordinance is the best solution to reduce the amount of feedings throughout the entire City and to educate the citizens; that staff does not want to have to take enforcement action, but if somebody does not comply, they will have that tool; that the ordinance deals specifically with front yards; that if the ordinance encompassed backyards, Fourth Amendment issues would be created and staff would have to perform long-term investigations to obtain warrants to enter those areas; that overpopulation occurs when there is a constant food source available; that another motivating factor for creating the ordinance was the number of deceased animals struck by vehicles that staff has to pick up from the roadways because of the overabundance of animals; that staff has not had to take any enforcement action for feeding at the parks and has seen nothing that would violate the new ordinance; that staff has done a great job of making citizens aware of the no-feeding ordinance at the parks; and that a garage does not constitute the front yard. There was discussion on the health and well-being of citizens and the ordinance being supported by staff. In answer to questions from Council, Chief Gibson stated that the initial numbers received by the City showed the Boys Ranch Lake to be overpopulated; and that there is still an overabundance of ducks and wildlife at the Lake. There was discussion on staff exercising discretion as far as enforcement; laws that may overreach into

one person's personal property rights protecting somebody else's rights from infringement; and providing more tools to staff to control the animal population in the City. Chief Gibson stated that the ordinance provides clarity to staff when they encounter violations and provides the community with language which is understandable; that it makes sense for the ordinance to be in Chapter 18; and that there is no evidence that the Police Department is heavy-handed with any of the ordinances. There was discussion of responsible pet ownership being the purpose of the animal control system and laws; and other cities having similar laws. City Manager Roger Gibson stated that neither version of the ordinance is inclusive of bird feeders and that there are other provisions in the City's Code of Ordinances for odor, noise, unattended animals and animals at large, which includes cats. There was discussion on building in exclusions for bird feeders and for baiting traps in the ordinance. City Attorney Cathy Cunningham stated that song birds and wild birds are not included in the definition for wildlife, and so are not captured by the ordinance. There was discussion on odor, overpopulation of animals, and damage to neighboring homes, including landscaping, by animals; humans providing food sources for animals being detrimental; that traps are provided by Animal Control; confusion being caused by including an exclusion for birdfeeders; and creating an exclusion for traps creating a loophole, which goes against responsible pet ownership. Council was of the consensus to consent Version B of the ordinance.

- **Report on recent Human Resources Department activities.**

Human Resources Director Jill McAdams gave a presentation on Human Resources (HR) Department activities. The Department is full-service and is responsible for 383 employees, 22 retirees and three COBRA recipients. The previous fiscal year, they processed 102 background checks, 78 physicals and 182 drug screens; produced 68 job postings; and processed 29 payrolls. They sponsored training attended by 405 employees, 88 percent of whom indicated the training was either good or excellent. They on-boarded 148 new employees, a majority of which were seasonal employees; off-boarded 146 employees, including 101 seasonal employees; and reviewed 87 disciplinary documents, of which 1.57 percent resulted in a formal grievance process. The total turnover for the fiscal year was 9.32 percent, of which 7.89 percent was avoidable and 1.63 percent was unavoidable. Accomplishments included hiring two new staff members; training three staff members in new job duties; successfully transitioning to the Logos system; completing the migration of 401 accounts; implementing the final phase of the Kronos timekeeping system; conducting staff audits of all aspects of employee files and vendor systems; reporting to the IRS as mandated by the Affordable Care Act; working with all departments to streamline the hiring and interview processes with the addition of a staffing and development coordinator; and holding an employee in-service training day. Key projects for the upcoming year include completing the Kronos timekeeping build; an interlocal agreement with the cities of Colleyville and Watauga on a request for proposal for broker services; meetings with other cities to explore combined employee insurance purchasing; keeping the Employee Insurance Committee active year-round to educate and inform employees on insurance costs and utilization; continuing to focus on employee training and development; looking at alternatives to the current occupational health provider; outsourcing the employee wellness program to Baylor Scott and White using the funds provided by Cigna; reviewing and revising the employee handbook as necessary; and researching and implementing a City-wide succession plan. In answer to questions from Council, Ms. McAdams stated that the Kaner medical clinic does not have somebody that is a true occupational health physician. There was discussion on doing a request for proposal for the employee wellness program.

Mayor Griffin adjourned the Work Session at 5:58 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 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**

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1 Mobil Addition-

Bedford; Section 551.087, deliberation regarding economic development negotiations relative to Williams, TW Survey A1735 Tr 6C02, also known as, 1805 L. Don Dodson Drive; and Section 551.074, personnel matters - City Manager search, at 6:03 p.m.

Council reconvened from Executive Session at 6:25 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 6:32 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order. He stated he recently attended the 100th birthday party for Naomi "Smitty" Herndon, who is still active in the community, making trips to the Police and Fire Departments, and making donations to them as well.

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

Pastor Nosa Onaiwu of Arise and Shine International Ministries 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 citizens can bring in a frozen turkey to the Central Fire Station the following day to help the Northeast Emergency Distribution Center feed families. The City of Bedford is competing in the 6Stones "Pulling for Hope Challenge," in which the HEB School District, Classic Chevrolet, The Thompson Group, Redi-Mix Concrete and the cities of Hurst, Euless and Bedford all compete to raise money to help local kids for Christmas. Texas Roadhouse will host a "Team Bedford" fundraiser on Thursday from 3:00 p.m. to 7:00 p.m. Ten percent of the total sales will be donated and Mayor Griffin will be there to serve the patrons. The actual bus pull will be at 10:00 a.m. on Friday, December 2, 2016 at Pennington Field. Also on Friday December 2, 2016, will be the Annual Christmas Tree Lighting Event. From 4:00 p.m. to 5:00 p.m. the Library will have cookie decorating as well as hayrides to the Old Bedford School, where Santa will arrive around 6:00 p.m. to light up the tree. There will also be refreshments, karaoke, bounce houses and an opportunity to take pictures with Santa Claus. There is also a Facebook contest to help Santa light the tree.

OPEN FORUM

Nobody chose to speak during Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Champney, seconded by Councilmember Farco, to approve the following items by consent: 4, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and Version B of Item #22.

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

COUNCIL RECOGNITION

1. Employee Service Recognition

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

Kevin Jackson, Public Works - 5 years of service
Andrew Versocki, Police Department - 10 years of service

2. Proclamation recognizing the 2016 Fire Safety Poster Contest Winners.

Mayor Griffin presented proclamations recognizing Fire Safety Poster Contest Winners to the following students:

Marijn Koons, First Grade - Bedford Heights Elementary
Erin Henry, Second Grade - Bedford Heights Elementary
Katherine Wallace, Third Grade - Meadow Creek Elementary
James Ignacio, Fourth Grade - Meadow Creek Elementary
Lainey Parker, Fifth Grade - Bedford Heights Elementary
Natalia Rich, Sixth Grade - Bedford Heights Elementary

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

Mayor Griffin stated that the City received a Heart Safe Community Award from the Texas Trauma Regional Advisory Council at a ceremony October 11, 2016. He read the award naming the City a Heart Safe Community and displayed the signs that will be put up around the City. Deputy Fire Chief Bobby Sewell stated that the City is known nationally for its accomplishments. He introduced Dr. Roy Yamada, the Fire Department's Medical Director, Dr. Michael Duran, the chief of cardiology at HEB Hospital, Dr. Nisarg Shah, the medical director over the emergency room at HEB Hospital, and Angie Perreault, the cardiac coordinator at HEB Hospital. They, along with the Fire Department, have worked together on programs that have set a standard the nation goes by. The Heart Safe Community is a new program that recognizes the City for its accomplishments in Emergency Medical Services (EMS). The award not only recognized how good the hospital and firefighter/paramedics were, but encompassed the City as a whole, including restaurants, community access and public education programs. Bedford exceeded the other four cities in the points earned, thanks in part to the support of Council and other community groups. He stated that Dr. Yamada moved the Department to new protocols and technology, and they are now on "evidence-based" medicine. On August 6, 2016 they were able to save a patient under the new system. He introduced the patient, Tawny Kidwell, who stated that she would not be there if not for her coworkers, EMS staff and hospital workers, and she is thankful to all of them. Deputy Chief introduced the crew who attended to Ms. Kidwell, including Lieutenant Walt Greenwade, Field Training Officer Lee Ferguson, Fire Engineer Ron Butler, Firefighter Josh Terbush, and Firefighter Jack Ventrca. Dr. Yamada discussed holding life and death in one's hands and that it is only possible because of citizens who pay taxes to support the Fire Department and the Council for their passion and support. He stated that everything that had to be done was done. He discussed the procedures done to save Ms. Kidwell's life, including cardio pumps used to save the brains of heart patients. Dr. Duran stated the hospital is proud of the relationship with the local EMS and they work diligently to foster a cooperative relationship. They know that EMS will get the patient to the hospital as efficiently and safely as possible, where hospital staff will take care of the patient as quickly as they can in a life-threatening situation. He stated the ability to save lives is a privilege shared with EMS. Dr. Yamada stated that a fire engine always follows an ambulance so there are five paramedics to save a life. Ms. Perreault stated she was so honored to work with EMS, and to live and work in the City. There are only four cities in Texas that are Heart Safe Communities, and she is proud to have worked with Deputy Chief Sewell to get the program off the ground. She stated it is important that the community knows it has walking trails, EMS, and 42 heart-friendly restaurants.

APPROVAL OF THE MINUTES

4. Consider approval of the following City Council minutes:

a) October 25, 2016 regular meeting

This item was approved by consent.

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)

Planning Manager Emilio Sanchez presented information regarding this item, which is for a change in the Permitted Use Table in the Zoning Ordinance to allow for athletic and health clubs in industrial districts by right. Those uses are currently allowed in light commercial and heavy commercial districts by right, and service commercial districts with a specific use permit. A cross-fit gym recently requested to rezone a piece of property that was zoned industrial, and staff thought it more prudent to adjust the Zoning Ordinance rather than change the limited industrial areas in the City. In answer to questions from Council, Mr. Sanchez stated that if approved, the applicant would just need to apply for a certificate of occupancy; that he did not see a reason for the use not to be in an industrial district and that cross-fit gyms typically choose more industrial areas; and that currently, this type of use would not be allowed in an industrial district at all.

Mayor Griffin opened the public hearing at 7:14 p.m.

Nobody chose to speak during the public hearing.

Mayor Griffin closed the public hearing at 7:14 p.m.

Motioned by Councilmember Turner, seconded by Councilmember Fisher, to approve 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)

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

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)

Mr. Sanchez presented information regarding this item, which is for a Specific Use Permit for 1825 Airport Freeway, allowing Escape Pro, LLC to operate an escape room in the commercial strip center along Highway 183 between Forest Ridge Drive and Parkwood Drive. The Planning and Zoning Commission recommended approval of this item at their October 27, 2016 meeting. He stated the applicant was not the same operator that came to Council previously.

Mayor Griffin opened the public hearing at 7:16 p.m.

Nobody chose to speak during the public hearing.

Mayor Griffin closed the public hearing at 7:16 p.m.

Motioned by Councilmember Fisher, seconded by Councilmember Gebhart, to approve 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)

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

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)

Mr. Sanchez presented information regarding this item, which is a resolution approving the site plan for remodeling the exterior of the existing Kentucky Fried Chicken(KFC)/Taco Bell building at 1505 Brown Trail. KFC has gone through a rebranding process where the exterior of the building is proposed to look similar to a bucket of KFC chicken. The site lies within the Master Highway Corridor Overlay District (MHC), and as the building can be seen from the feeder road, staff thought it prudent to bring the site plan to the Planning and Zoning Commission and Council for approval. The building is currently cream-colored and the new prototype is bright red and white striped. The other side of the building will remain cream-colored for the Taco Bell. The Planning and Zoning Commission unanimously recommended approval of this item at their October 27, 2016 meeting. There was discussion on the color scheme being KFC's national brand standards and the KFC on Harwood Road being similarly remodeled. In answer to questions from Council, Mr. Sanchez stated that staff spoke with the applicant and emailed them the language from the MHC ordinance, but they still wanted to move forward in asking for the request. There was discussion on the MHC; the exceptions made for the Taco Bell building on Harwood Road and the purple color being limited to a small accent; Council making special provisions to ignore the MHC through the site plan process; and the applicant presenting other options with less red. In answer to questions from Council, Mr. Sanchez stated the MHC is 200 feet from the feeder road and the site is on the outer edge of the MHC; that the building cannot be seen from the travel lanes of the highway but only from the feeder road and only between two buildings; that looking from Brown Trail, there are three buildings between the building and the highway; that the building itself is outside of the 200 feet, while the parking lot is within the 200 feet; and that the MHC is from the right-of-way line to the edge of the property.

Mayor Griffin opened the public hearing at 7:25 p.m.

Nobody chose to speak during the public hearing.

Mayor Griffin closed the public hearing at 7:25 p.m.

In answer to questions from Council, Development Director Bill Syblon stated that staff already knew what the right-of-way lines were going to be with the highway widening and the he believes that the MHC was built off of the new right-of-way lines.

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

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

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

Voting in opposition to the motion: Councilmember Fisher

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.

Mr. Syblon presented information regarding this item, which is an agreement with Armstrong Development to bring a Chipotle restaurant to the south-east corner of Highway 183 and Central Drive. He stated it is a very challenging site, and it took a lot of work with the developer and a lot of creativity from staff to make the project happen.

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

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

- 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.**

This item was approved by consent.

- 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.**

This item was approved by consent.

- 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.**

This item was approved by consent.

- 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.**

This item was approved by consent.

- 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.**

This item was approved by consent.

- 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.**

This item was approved by consent.

- 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.**

This item was approved by consent.

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.

This item was approved by consent.

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.

This item was approved by consent.

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

This item was approved by consent.

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.

This item was approved by consent.

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.

This item was approved by consent.

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.

This item was approved by consent.

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

This item was approved by consent.

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

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

Councilmember Fisher reported that Animal Shelter Advisory Board Member Barbara Richardson recently passed away. She was a very special person, and was a tireless advocate for animals, the City, and the Animal Shelter. She would take animals to get well on her own time and money, and would make unadoptable animals adoptable. The City has not met a greater animal advocate and she will be missed by the City, her friends, the Animal Shelter, and the animals. A memorial service is scheduled for December 10, 2016 at Concordia Lutheran Church at 9:00 a.m. When the time is appropriate, he would like to see the Animal Shelter renamed as the City of Bedford Barbara Richardson Animal Shelter as a tribute to her and her lifelong work advocating for the animals in the City.

✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner reported that the Commission, along with himself and Mayor Griffin, had the opportunity the previous Saturday to give out three Business Beautification awards. Those business are

very appreciative of these awards and are proud to show off the signs the City allows them to put up for a month after the award. These awards are presented at least twice a year.

✓ **Community Affairs Commission - Councilmember Farco**

Councilmember Steve Farco recognized Commission Members in attendance including Sal Caruso, Margaret Hall, and Steve Grubbs. Over the previous two months, they hosted a successful block party and great residential and business roundtables. Their next meeting will be on Thursday.

✓ **Cultural Commission - Councilmember Champney**

Councilmember Champney reported that the Commission met the previous night. He discussed the success of Central Arts of Bedford, which has held more than 20 events over the previous five months. One event the previous weekend had 250 attendees. There was discussion on the application for the cultural district designation and the items that have to be in place. These include demonstrating the City is attracting artists and cultural enterprises to the community; addressing the specific needs of the community; establishing tourism destinations; and preserving, restoring and using historic buildings. The idea behind the cultural district is arts and culture to support economic development. Some items are not currently in place including the survey from Kimley-Horn for the cultural district, and the Old Bedford School is under repairs. The consensus of the Commission was to postpone the application to allow things to get in place in 2017 and then to move forward in 2018. The Commission wants to put much more focus on specifically meeting the criteria of the Texas Commission on the Arts. When Bedford started this process several years ago, there were only six cities that had the cultural district designation, and now there are 24. The criteria have increased and the process is more demanding, so the Commission did not want to take the chance of getting rejected again.

✓ **Investment Committee – Councilmember Turner**

Councilmember Turner reported that City's portfolio has been seeing an improvement. There are two accounts, each of which has approximately \$30M in it. The portfolio is very conservatively managed, with the first emphasis on the safety and security of the funds, and the City has to adhere to certain regulations. There has been an increase in returns, with the State Water Implementation Fund for Texas (SWIFT) account returning 43 basis points and the General Fund account returning 52 basis points.

✓ **Library Advisory Board - Councilmember Farco**

Councilmember Steve Farco reported that the Library's new operating system is up and running. On Halloween, staff dressed up as storybook characters.

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

Councilmember Sartor reported that the dog park is now open. He recognized Board Member Randy Newby in attendance, who brought forth the idea of an all-inclusive park where children with handicaps and physical disabilities can play alongside other children, and both enjoy the equipment. The Board will be looking for funding for such a park outside of the City's tax base.

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

Councilmember Gebhart reported that the Board continues to work with the teen court process itself and to plan for the next gala, which is their major fundraiser, as well as other separate year-round fundraising approaches.

✓ **Senior Citizen Liaison - Councilmember Turner**

Councilmember Turner reported that the Senior Center Holiday Lunch will be on Friday, December 9, 2016.

24. Council member Reports

Councilmember Turner shared Councilmember Fisher's sentiment about Ms. Richardson and seconded his recommendation for renaming the Animal Shelter.

Councilmember Farco thanked staff for all they do, including those with Police, Fire, and Public Works departments who will be working on Thanksgiving. He thanked Council for all they do because they love the City. He wished everybody a happy Thanksgiving.

Councilmember Sartor thanked the staff and volunteers of the City.

Mayor Griffin reported that the Library Foundation held their ChristmasFest the previous Saturday and he thanked Library Director Maria Redburn, her staff, and the members of the Foundation who participated and helped making the event a success. He further thanked those that attended the event.

Councilmember Champney stated that David Moon asked it be announced he will hold his ChristmasFest on December 3, 2016 at the Boys Ranch and extended an invitation to Council.

25. City Manager/Staff Reports

City Manager Roger Gibson thanked Councilmember Fisher for his kind words and recognition of Ms. Richardson. He stated the new festival stage has arrived and will be displayed at the tree lighting ceremony on December 2, 2016. On behalf of staff, he extended a happy Thanksgiving to everybody.

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

Item #8 was voted on during the Regular Session.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 7:50 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Special Session at 4:00 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 1st day of December, 2016 with the following members present:

Jim Griffin	Mayor
Rusty Sartor	Council Members
Dave Gebhart	
Ray Champney	
Steve Farco	
Roger Fisher	

constituting a quorum.

Staff present included:

Amanda Jacobs	Assistant City Secretary
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CALL TO ORDER

Mayor Griffin called the meeting to order at 4:01 p.m.

EXECUTIVE SESSION

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

- **Pursuant to Section 551.074, personnel matters – City Manager search.**

Council convened into Executive Session pursuant to Texas Government Code Section 551.074, personnel matters – City Manager search at 4:02 p.m.

Council reconvened from Executive Session at approximately 5:48 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.

2. 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 5:48 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: Jeff Gibson, Police Chief

DATE: 12/13/16

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

ITEM:

Consider a resolution authorizing the City Manager to enter into the third year of a three-year contract with B&B Wrecker Services, Inc. to provide towing and storage for City-initiated vehicle tows.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In 1996, the City of Bedford began contracting for City-initiated vehicle tows. The scope of the contract was for the purpose of providing vehicle wrecker and storage services for City-initiated tows. These tows would be the result of abandoned vehicles, junked motor vehicles and automobile collisions in the event the owner or driver of a vehicle involved in an accident fails or refuses to designate a wrecker service. In 1996, the City entered into a contract with B&B Wrecker Services, Inc. (B&B) for a period of 24 months that was renewed by Council resolution for two additional 24-month terms. The selection of B&B was based on a proven performance of their safety record, response times, professionalism and meeting the required general specifications outlined in the proposal.

Since January 2002, the Bedford Police Department has requested proposals for contract wrecker service for three-year terms. Each of these three-year service contracts have been awarded to B&B either based on the same criteria as listed above, or due to the fact that they were the only one to submit a proposal.

In October 2014, the Bedford Police Department once again requested proposals for contract wrecker service for a three-year term. In response to that request, the Police Department received proposals from B&B and Cardinal Towing and Auto Repair.

After careful review of each proposal, it was determined that B&B was the only one that met all of the qualifications as outlined in the request for proposal and their pricing was significantly lower than that of Cardinal Towing and Auto Repair. Further, since 1996, B&B has provided exemplary service to the City of Bedford.

If approved, this resolution shall take effect from and after January 8, 2017, and shall be effective for 12 months.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into the third year of a three-year contract with B&B Wrecker Services, Inc. to provide towing and storage for City-initiated vehicle tows.

FISCAL IMPACT:

N/A

ATTACHMENTS:

**Resolution
Wrecker Contract**

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE THIRD YEAR OF A THREE-YEAR CONTRACT WITH B&B WRECKER SERVICES, INC. TO PROVIDE TOWING AND STORAGE FOR CITY-INITIATED TOWS.

WHEREAS, the City Council of Bedford, Texas has determined the necessity to continue having a contract provider for vehicle wrecker and storage services; and,

WHEREAS, the City Council of Bedford, Texas has determined that to meet the needs of the City through efficiency, safety, and professional service to the community, the City should continue a contractual agreement with B&B Wrecker Services, Inc.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to enter into the third year of a three-year contract with B&B Wrecker Services, Inc. to provide towing and storage for City-initiated tows.

SECTION 3. That this resolution shall take effect from and after January 8, 2017.

PRESENTED AND PASSED this 13th day of December 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

WRECKER CONTRACT

THE STATE OF TEXAS §

COUNTY OF TARRANT §

That the City of Bedford, hereinafter called "City," a home rule municipal corporation operating and existing pursuant to the laws of the State of Texas, and B&B Wrecker Service, hereinafter called "Operator," a Texas corporation, agree as follows:

1.00 Purpose, Scope and Intent

- 1.01 The purpose of this contract is to establish the terms and conditions under which the Operator shall provide towing and vehicle storage service to the public in situations in which the removal of automobiles from public streets or other locations is required by the City as a result of accidents, abandonment, or mechanical difficulty, and there is no request by the person in charge of such vehicle to utilize another towing and vehicle storage service.
- 1.02 This contract also covers the terms and conditions under which unclaimed, stored vehicles shall be disposed of.
- 1.03 The City shall utilize Operator to provide towing, preservation and storage of vehicles removed from public streets or other locations of the City as its Police Department may direct. This shall not be deemed to require utilization of Operator if the person in charge of the vehicle requests use of another provider of towing and vehicle storage service.
- 1.04 If the Operator is unable to respond to the City's call for towing service in the time required or does not have adequate equipment to properly tow the vehicle, the City reserves the right to contact another wrecker service. A performance report, as defined in Section 6.00 of this contract, will be filed by the Operator in all instances where the Operator does not meet the minimum response time criteria set forth in Section 3.08.

2.00 Term of Contract, Termination

- 2.01 The term of this contract shall be twelve months from the date the City agrees to this contract as reflected herein. This contract may be renewed by written consent of the parties for additional one year periods not to exceed a total of three years.
- 2.02 The City may terminate this contract without cause by giving the Operator ten (10) days written notice. Upon delivery of such notice, the Operator shall continue to preserve and store vehicles already in its possession until all vehicles have either been properly claimed or auctioned.

3.00 Operator's Minimum Equipment and Operating Requirements

3.01 Minimum Equipment Requirements:

- A. Two, standard duty, one-ton wreckers with 5,000 pounds minimum hauling capacity and one Class 8 wrecker.
- B. Operator shall maintain a single point of contact for wrecker service. Operator shall provide the City one phone number to be called for wrecker service.
- C. All wreckers shall be equipped with dollies, slings, a broom, shovel, ax, prybar, fire extinguisher, flares and fuses.
- D. Each wrecker winch shall have a minimum of 4-ton lifting capacity.
- E. All requirements and equipment specified in the Request for Proposal attached hereto as Exhibit "A."

3.02 The Operator must provide the City with a list of towing equipment to be used in the execution of this contract including the make, model of chassis, year, winch capacity, vehicle tonnage, and towing capacity. A copy of the title of each wrecker to be used shall be provided upon request.

3.03 All wreckers shall be properly licensed under Texas State law and properly permitted by the City of Bedford.

3.04 Wrecker service shall be provided twenty-four hours a day, seven days a week. The storage facility must release vehicles twenty-four hours a day, seven days a week.

3.05 Operator shall not refer any calls to another wrecker service company. If the Operator's wreckers are unavailable or cannot upright or tow the disabled vehicle, the Operator is to advise the City and the City will contact another wrecker service. At no time will the Operator subcontract or assign any of the services outlined in this contract.

3.06 Operator's storage (impound) lot(s) shall be within four (4) miles of the City of Bedford city limits. All lots must be registered with the State of Texas and a copy of the registration shall be on file with the Police Chief.

3.07 No vehicle impounded shall be released to any person without written/printed proof of ownership, verification of the identity of the claimant and proof of liability insurance as required by State Law.

3.08 Ninety-five percent (95%) of all Operator's responses to the scene shall not exceed fifteen (15) minutes. If the Operator shall exceed the response time, the Operator must notify the Police Department of the late response time. If the Operator is more than fifteen (15) minutes late to the scene of a call and the Operator has not notified the Police Department, the Operator will have to

provide full justification of the delay to the Police Chief by filing a performance report. If there is not justifiable cause, the contract may be terminated without notice.

- 3.09 Operator's storage lots must be able to accommodate a minimum of 75 cars and be completely fenced with a six-foot industrial chain link fence. Twenty-four (24) hours prior to any auction, all vehicles located at alternate lots must be moved to the primary lot.

If an area of a large lot is to be set aside to be used as the City's impound lot, then this area must be fenced as described above with only the Operator's authorized employees having access.

All storage lot surfaces must be finished with an all-weather surface and adequately lighted for nighttime release of vehicles as defined by law.

- 3.10 Operator shall be responsible for any damage caused to the vehicle or equipment, and its contents, towed or stored by the Operator. Upon receiving a complaint from any source concerning claimed damage to a towed vehicle or its contents, the Operator shall submit a written performance report to the City of Bedford Police Department within two (2) working days from the notification of the complaint.
- 3.11 If it is necessary to disconnect, alter, or remove any part, gear, or emergency brake of the vehicle before towing, the Operator will, on termination of the tow, repair, replace or re-affix to place the vehicle back to its original condition at the Operator's expense.
- 3.12 City calls for wrecker service shall take priority over all other calls.
- 3.13 Operator shall not remove or sell parts, dismantle or sell the vehicle, fix, or otherwise modify the vehicle unless prior written permission from the owner is received.
- 3.14 Operator shall sweep and remove all debris from the roadway, shoulder, and adjacent areas arising from a vehicle collision.
- 3.15 Operator shall use sand or an oil absorbent material on areas where oil or antifreeze has leaked from wrecked vehicles.
- 3.16 The Operator must comply with all City, State and Federal rules and regulations for wrecker service and storage lot operations.
- 4.00 Charges

- 4.01 Operator shall charge no more for services than the prices set out in Attachment (A). Such charges shall be the only charges made for vehicles pulled or stored under the provisions of this contract and shall not be increased during the term of this contract.
- 4.02 Operator agrees that any non-consent tows to the City's Law Enforcement Center, ordered by the Police Department, for crime scene processing, and then towed to the Operator's storage lot, shall be considered and charged as a single tow.
- 4.03 Operator agrees to look only to the owner or other person responsible for the vehicle for payment. If payment is not received, such vehicles shall be auctioned as provided by law. Should no one bid on a vehicle, then the City shall title the vehicle to the Operator and all towing, preservation, storage and other fees allowed by law shall be considered paid in full. For vehicles sold to third parties, all of the Operator's charges shall be paid from the proceeds of the sale.
- 4.04 For charges arising from towing requested by City owned vehicles, the City shall make payment to the Operator upon satisfactory receipt of invoice or other billing instrument used by the Operator. All charges are to be less sales tax as the City is tax exempt.
- 4.05 Vehicle tows requested by third-party property owners shall be the responsibility of the Operator. The City shall have no liability to the vehicle owner, third-party owner, or Operator for these tows.

Tows requested by vehicle owners, and the charges related thereto, from the scene of an accident or other locations are to be negotiated between the vehicle owner and the Operator. This contract does not address or regulate the charges for towing and vehicle storage between the Operator and the owners of a vehicle or any other party. Occasionally, the vehicle owner will request the City's Police Department to call for towing service. At the City's option, the City may call the Operator or another towing service. The negotiation of towing fees will be between the vehicle owner and the Operator.

5.00 Abandoned Vehicle Procedure

- 5.01 The Operator shall follow all notification and administrative procedures required by State law.
- 5.02 If, after following all State rules and regulations for proper notification of the last known owner, all lienholders, or other parties required by law to be notified that have a legal right to the vehicle, the vehicle is determined abandoned, then the vehicle will be sold either at public auction by the Operator, or used by the Bedford Police Department, as defined by law.

- 5.03 The Operator shall obtain prior approval of the Bedford Police Department with respect to all forms, notices, and procedures utilized by Operator in notification of owners and lienholders and the sale of motor vehicles under and pursuant to this contract.
- 5.04 The Operator will, in a timely manner, properly issue, at its sole expense, subject only to the administrative fee of twenty-five dollars (\$25.00), all necessary notices required under applicable laws and ordinances, including, without limitation thereto, the provisions of the Texas Litter Abatement Act and the Texas Abandoned Motor Vehicle Act, as same may be from time to time amended, so as to provide appropriate notification to owners and lienholders of the towing and storage of motor vehicles and the attendant auction and sale of unclaimed and abandoned motor vehicles and maintain overages for future ownership claims and towing and storage shortages as required by law.
- 5.05 Operator shall allow the public to view the vehicles for auction beginning at least two (2) hours before the auction.
- 5.06 The Operator shall arrange and be responsible for all auctions of motor vehicles.
- 6.00 Reporting
- 6.01 A performance report will be filed with the Police Chief if any of the following occur:
- A. The Operator exceeds the fifteen (15) minute response time.
 - B. The Operator's equipment is in poor condition or is inoperable.
 - C. The Operator's employee(s) are disrespectful to the Bedford Police Department, other City officials, or the general public.
 - D. A citizen complaint is filed against the Operator.
- 6.02 The performance report must be filed within two (2) working days of the occurrence of any item in section 6.01.
- 7.00 Audit, Insurance, Indemnity, Venue, Notices
- 7.01 Operator agrees to permit the City to audit and inspect all records relative to the towing and storage of vehicles pursuant to this contract at any reasonable time. Failure to allow an audit or falsification of records will be grounds for immediate termination of contract. The Operator shall retain and maintain all business records for a period of three (3) years.
- 7.02 Operator shall at all times meet the minimum insurance requirements as defined by Attached (B). A certified statement of insurance shall be provided to the City by the Operator's insurer. If at any time the Operator fails to maintain the minimum insurance requirements, the contract will be subject to termination.

7.03 Operator agrees to defend, indemnify, and hold the City and all of its officers, agents, employees and officials whole and harmless from and against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of Operator, or any agent, servant or employee of Operator or City in the execution of performance of this contract, without regard to whether such persons are under the direction of the City agents or employees.

7.04 Exclusive venue of all disputes arising under this contract shall be in Tarrant County, Texas.

7.05 All notices required under this contract shall be as follows:

To City: Police Chief
2121 L. Don Dodson Drive
Bedford, Texas 76021

To Operator: B&B Wrecker Service, Inc.
1201 W. Eules Blvd.
Eules, Texas 76040

Such notices shall be deemed served when deposited in U.S. mail, postage prepaid, addressed as stated above.

Agreed to by The City of Bedford on this the 13th day of December 2016, to be effective on the 8th day of January 2017.

Roger Gibson, City Manager

ATTEST:

Michael Wells, City Secretary

Agreed to by B&B Wrecker Service on this the ____ day of _____, 2016.

B&B Wrecker Service, Inc.

Andy Chesney, Owner

ATTACHMENT A
City of Bedford
Wrecker Service and Storage Fee Quotes

A.	Base charge for Police authorized tows:	PRICES
1.	Base charge pulls (normal)	\$145.00
2.	Additional charges to base	
a.	Use of dollies	\$27.50
b.	Winching/waiting/standby hourly Rate (fifteen minute rates)	\$20.00
c.	Drop drive-shaft	\$15.00
d.	Pulls of 1 ½ ton or greater	\$250.00
B.	Base charge for City of Bedford Vehicles: (i.e., pool cars, P.D. vehicles, administration vehicles, etc.)	
1.	Base charge pulls (normal)	\$45.00
2.	Additional charge to base charge	
a.	Use of dollies	\$27.50
b.	Winching/waiting/standby hourly Rate (fifteen minute rates)	\$27.50
c.	Drop drive-shaft	\$15.00
d.	Pulls of 1 ½ ton or greater	\$125.00
C.	Storage rate per day:	\$20.00
D.	Preservation:	\$20.00
E.	Notification Fee:	\$50.00
F.	Motorcycle/Trailer Usage:	\$95.00 + \$2.50 per mile

ATTACHMENT B

Insurance

SECTION A. Prior to the approval of this contract by the City, CONTRACTOR shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY, and no officer or employee of the City shall have authority to waive this requirement.

INSURANCE COVERAGED REQUIRED

SECTION B. CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by CITY based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONTRACTOR.

SECTION C. Subject to CONTRACTOR'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amount(s):

	TYPE	AMOUNT
1.	Worker's Compensation and Employers Liability or Occupational Accident Policy	Statutory \$100,000/500,000/100,000 Minimum limit of \$100,000
2.	Commercial General (public) Liability (or Garage Liability) insurance including coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal injury e. Advertising injury f. Contractual liability g. Medical payments	Combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent.
3.	Comprehensive Automobile Liability insurance, including coverage for loading and unloading hazards, for: a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent.

4.	Garagekeepers Legal Liability insurance	Minimum limit of \$50,000 per vehicle in the care, custody and control of the Contractor
5.	Tow Truck Cargo insurance, including all risk coverage from vehicles and equipment carried on board and towed by wrecker service.	Minimum limit of \$50,000 per wrecker used in this service.

ADDITIONAL POLICY ENDORSEMENTS

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation biding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

CONTRACTOR agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- A. Name the City of Bedford and its officers, employees, and elected representatives and additional insured, (as the interest of each insured may appear) as to all applicable coverage;
- B. Provide for 30 days notice to City for cancellation, nonrenewal, or material change;

Remove all language on the certificate of insurance indicating that the insurance company or agent/broker will endeavor to notify the City but failure to do so shall impose no obligation or liability of any kind upon the company, its agents, or representatives.
- C. Provide for notice to City at the two addresses shown below by registered mail;
- D. CONTRACTOR agrees to waive subrogation against the City of Bedford, its officers, employees and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- E. Provide that all provisions of this agreement concerning liability, duty, and standard of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.



Council Agenda Background

PRESENTER: Jeff Gibson, Chief of Police

DATE: 12/13/16

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

ITEM:

Consider a resolution authorizing the City Manager to purchase the WatchGuard in-car/body camera system in the amount of \$246,560 and redaction software in the amount of \$6,245 for a total of \$252,805, utilizing funds approved through the 2016 Tax Note.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The Bedford Police Department currently utilizes the L-3 Mobile Vision in-car video system in patrol vehicles and motorcycles, and also in the Jail Facility as the recording system in the DWI Intoxilyzer Room. When the system was initially installed, the immediate needs of the Department were met as it was replacing a VHS recording system. Through the years, the L-3 system has become antiquated and the technology outdated. This has resulted in numerous repairs, complete shut-down of the system, delayed service and the inability to provide timely requests to courts, other agencies and the public. A lack of redaction software prevents recordings from being released to the public through the Public Information Act. The Department is unable to expand on the current technology in other divisions as the current system does not offer the capabilities best suited for the Department's path toward future technology growth.

Implementing a body camera program is advantageous in many areas, benefitting multiple groups of individuals. First and foremost, it provides a full audio and visual recording of police interactions resulting in complete transparency toward the public. Additionally, the cameras will serve to enhance the Department's investigative and evidence gathering capabilities, and will enhance officer safety and security. The wearing of body cameras by officers will also provide the venue for evaluation by supervisors and self-evaluation by the officer in an effort to improve the handling of a situation. Furthermore, the use of a body camera can also have influence on how individuals conduct themselves, knowing the video footage will provide indisputable record of behavior by all involved parties. The aforementioned benefits of body cameras will enable the Department to support several focus' of the City's mission statement such as being responsive to the needs of the community, enhancing customer service in an efficient manner and provide for a safer and friendly community environment.

Research conducted by the Department led personnel to the WatchGuard system and, after extensive review and a trial basis, it was determined the camera system offered by WatchGuard would best suit the needs of all interested parties to include the Department, the Courts and the public. The WatchGuard system will allow for the expansion of recording technology to include the Jail and Criminal Investigations interview rooms, and the technology will be consistent between the in-car video and body camera systems. Furthermore, the WatchGuard system has a redaction software package specific to its product, ensuring compatibility whereas no other camera system has readily available vendor-specific redaction software. Viewing and sharing of videos will be more user-friendly utilizing current technology means and it is anticipated that electronic submission of media evidence to the Courts will be more streamlined with the new system.

On September 14, 2016, the Bedford City Council voted to fund this project through the 2016 Tax Note based on the quote submitted of \$249,731. The final quote received from WatchGuard reflected a purchase price of \$246,560, for difference of \$3,171.

The initial quote of \$249,731 did not include the cost of redaction software and it was still being under research and development through WatchGuard. Therefore, it was not until recent that a quote was obtained by WatchGuard for the redaction software in the amount of \$6,245, inclusive of a three-year bundle warranty. Although the redaction software cost was not included in the original budget submission, staff requests this expense be included and funded within the 2016 Tax Note by utilizing the aforementioned savings of \$3,171, combined with \$3,074 in excess funds realized within the 2016 Tax Note. This brings the total project to \$252,805.

The attached WatchGuard Camera quote reflects the purchase of the full back-office system, the server, 22 in-car cameras, 36 body cameras and all related hardware for enforcement vehicles, the Jail DWI Intoxilyzer Room, two interview rooms utilized by the Criminal Investigation Division and the traffic motorcycles. In an effort to exercise good stewardship of tax payer money, the Department identified a core group of sworn personnel for whom body cameras would be purchased. Due to the expense of the body cameras, and the constant advancements in technology, purchasing and replacing body cameras for every sworn personnel would not be fiscally advantageous. The 36 body cameras will be assigned to sworn personnel whose job duties place them in the regular role of enforcement, or have the potential of interacting with the public during the investigation of a crime. These sworn personnel include 10 patrol officers, five traffic officers, four Repeat Victimization Unit officers and 11 officers in Criminal Investigations. The remaining body cameras will serve as back-up for other sworn officers who may be called out, but whose normal duties do not require the wearing of a camera, or in the event a camera is taken out of service for maintenance and/or repair.

The recently purchased 2017 Ford Interceptor Patrol Vehicles will come to the Department with the new in-car camera systems fully installed. The remaining Patrol vehicles and motorcycles will have the systems L-3 systems uninstalled and the WatchGuard system installed.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase the WatchGuard in-car/body camera system in the amount of \$246,560 and redaction software in the amount of \$6,245 for a total of \$252,805, utilizing funds approved through the 2016 Tax Note.

FISCAL IMPACT:

2016 Tax Note:	\$252,805.00
Camera System:	\$246,560.00
Software:	\$6,245.00

ATTACHMENTS:

Resolution
 Quote – Camera System
 Quote – Redaction Software

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE THE WATCHGUARD IN-CAR/BODY CAMERA SYSTEM IN THE AMOUNT OF \$246,560 AND REDACTION SOFTWARE IN THE AMOUNT OF \$6,245 FOR A TOTAL OF \$252,805, UTILIZING FUNDS APPROVED THROUGH THE 2016 TAX NOTE.

WHEREAS, the City Council of Bedford recognizes the current camera system being utilized by the Police Department is antiquated and no longer meets the needs of the Department nor the public; and,

WHEREAS, the City Council of Bedford acknowledges the WatchGuard system will provide the technology potential and capabilities to benefit the Department, the Courts and the public; and,

WHEREAS, the City Council of Bedford approved funding for this project through the 2016 Tax Note.

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 the WatchGuard in-car/body camera system in the amount of \$246,560 and redaction software in the amount of \$6,245 for a total of \$252,805, utilizing funds approved through the 2016 Tax Note.

PRESENTED AND PASSED this 13th day of December 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



415 Century Parkway, Allen, TX 75013
 (972) 423-9777 Fax: (972) 423-9778
 National Toll-Free 1-800-605-MPEG (6734)
 www.watchguardvideo.com

CAMERA QUOTE

Quote #: QUO-36896-M2G2 Rev #: 10

Customer	
City of Bedford	
Attn: James Pittman	
2000 Forest Ridge, Bedford, TX, 76021	
Telephone Number	Fax Number
817-952-2440	
Email Address	

Quote Information		
Quote Valid From:	10/3/2016	To: 12/30/2016
Quote Presented By:	Don Hans	
Presenter Contact:	DHans@WatchGuardVideo.com	
Est. Ship Date	Ship Via	Payment Terms
30 days	Freight	Net 30

#	Part Number	Description	Unit Price	Qty	Ext Price
1	HDW-4RE-SRV-201	Server, 4RE, 16 HDD, 3U, 16-35 Concurrent Cars, 5CAL, Gen 3	\$8,850.00	1	\$6,940.00 *
2	VIS-EXT-WIF-001	VISTA HD, WiFi Extended Wearable Camera	\$5,495.00	17	\$93,415.00
3	4RE-STD-GPS-RV2	4RE, HD DVR, Gen 2, 200GB HDD	\$5,295.00	5	\$25,475.00 *
4	4RE-STD-GPS-RV2	4RE, HD DVR, Gen 2, 200GB HDD	\$5,195.00	3	\$14,985.00 *
5	SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (WG-TS)	\$2,500.00	1	\$1,750.00 *
6	Freight	Shipping and Handling Charges	\$1,705.00	1	\$1,705.00
7	VIS-VTS-DTC-001	VISTA Transfer Station Assy, for 8 Cameras, Ethernet	\$1,495.00	4	\$5,180.00 *
8	KEY-EL4-SRV-001	Evidence Library 4 Web Server Site License Key	\$1,000.00	1	\$1,000.00
9	VIS-EXT-WIF-001	VISTA HD, WiFi Extended Wearable Camera	\$995.00	19	\$18,905.00
10	WAR-VIS-WIF-NOF	Warranty, VISTA WiFi, 3 Year No-Fault	\$650.00	36	\$20,880.00 *
11	WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	\$325.00	25	\$8,125.00
12	HDW-4RE-HDD-4TB	Hard Drive, Server, 4TB, 6GB/s 7,200 RPM, 128MB, Enterprise, 4RE	\$300.00	13	\$3,900.00
13	WAP-MIK-CON-802	WiFi Access Point, Configured, MikroTik, 802.11n, 5GHz, Sector	\$250.00	2	\$500.00
14	4RE-WRL-KIT-101	MikroTik Configured Wireless Kit, 4RE In-Car 802.11n (Radio, Antenna, PoE, 2-10' Ethernet Cables)	\$200.00	22	\$4,400.00
15	BRK-DV1-MIC-100	Bracket, Hi-Fi Microphone, DV-1, Caprice	\$200.00	5	\$1,000.00
16	WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	\$200.00	25	\$5,000.00
17	CAM-4RE-PAN-NHD	Front Camera, 4RE, HD Panoramic	\$200.00	17	\$0.00 *
18	HDW-ETH-SWT-005	4RE, VISTA HD WiFi, Smart PoE Switch	\$195.00	5	\$975.00
19	SFW-MNT-EL4-004	Software Maintenance, Evidence Library, 4th Year (Months 37-48)	\$150.00	25	\$3,750.00
20	SFW-MNT-EL4-003	Software Maintenance, Evidence Library, 3rd Year (Months 25-36)	\$150.00	61	\$9,150.00
21	SFW-MNT-EL4-002	Software Maintenance, Evidence Library, 2nd Year (Months 13-24)	\$150.00	61	\$9,150.00
22	KEY-EL4-DEV-002	Evidence Library 4 Web VISTA Device License Key	\$150.00	19	\$2,850.00
23	KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	\$150.00	25	\$3,750.00
24	WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	\$100.00	25	\$2,500.00
25	KEY-EL4-DEV-004	Evidence Library 4 Web VISTA Combo-Discount Device License Key	\$75.00	17	\$1,275.00
26	SFW-EL4-CLD-BAS	Evidence Library 4 Web CLOUD-SHARE - Basic	Included	208	Included
27	SFW-MNT-EL4-001	Software Maintenance, Evidence Library, 1st Year (Months 1-12)	Included	61	Included
28	WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	Included	25	Included

Comments:

* Total Discount Applied to this Quote: \$10,980.00

Subtotal	\$246,560.00
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415 Century Parkway, Allen, TX 75013
 (972) 423-9777 Fax: (972) 423-9778
 National Toll-Free 1-800-605-MPEG (6734)
 www.watchguardvideo.com

CAMERA QUOTE

Quote #: QUO-36896-M2G2 Rev #: 10

Customer	
City of Bedford	
Attn: James Pittman	
2000 Forest Ridge, Bedford, TX, 76021	
Telephone Number	Fax Number
817-952-2440	
Email Address	

Quote Information		
Quote Valid From:	10/3/2016	To: 12/30/2016
Quote Presented By:	Don Hans	
Presenter Contact:	DHans@WatchGuardVideo.com	
Est. Ship Date	Ship Via	Payment Terms
30 days	Freight	Net 30

Veh: 15 Chevy Tahoes | console DVR

Shipping	\$0.00
Taxes	
Total	\$246,560.00



4RE/VISTA Price Quote

CUSTOMER: City of Bedford

ISSUED: 11/28/2016 10:29 AM

EXPIRATION: 12/30/2016 6:00 AM

**TOTAL PROJECT ESTIMATED AT:
\$6,245.00**

ATTENTION: Debbie Carlisle

SALES CONTACT: Gavin Wallace

PHONE: 817-952-2440

DIRECT: (214) 785-2611

E-MAIL:

E-MAIL: GWallace@WatchGuardVideo.com

4RE and VISTA Proposal

Additional Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-WGV-RED-001	Software, REDACTIVE(sm), Single Seat License Key	1.00	\$3,995.00	\$0.00	\$3,995.00
WAR-WGR-MNT-3YR	Software Maintenance, REDACTIVE(sm), 3-Year Bundle (Months 1-36)	1.00	\$2,250.00	\$0.00	\$2,250.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping and Handling Charges	1.00	\$0.00	\$0.00	\$0.00
					\$6,245.00

Total Estimated Tax, may vary from State to State \$0.00



4RE/VISTA Price Quote

Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
Total Amount	\$6,245.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____



Council Agenda Background

PRESENTER: Gary Clopton, Information Technology Manager

DATE: 12/13/16

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with CDW-G to upgrade the existing Network Switch Environment in the amount of \$305,198.01.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The current City of Bedford Network Switch Environment consists of a wide array of unsupported network switch devices that are not capable of handling a Voice-over Internet Protocol (VOIP) telephone traffic. The current hardware is a low-quality brand and the majority of the hardware is no longer supported by the manufacturer, which creates significant service disruption potential for the IT network environment. The requested replacement equipment is manufactured by Cisco, the premier maker of networking equipment. The scope of this upgrade project includes replacing all network switches at each City of Bedford campus with state-of-the-art networking equipment. This project will help to ensure that the City of Bedford IT network system is stable and major service disruptions are avoided.

Funding for the project was included in the 2016 Tax Note. At the time of the bond sale, exact quotes were not available for this project, but \$300,000 was earmarked. The final amount of the Tax Note was above the total for all requested items due to required increments of sale; therefore, there is sufficient funding available to cover the amount of the project over the estimated budget.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with CDW-G to upgrade the existing Network Switch Environment in the amount of \$305,198.01

FISCAL IMPACT:

2016 Tax Note	\$300,000.00
Networking Hardware	\$263,198.01
Implementation	\$42,000.00
2016 Tax Note total:	(\$5,198.01)

ATTACHMENTS:

- Resolution
- Statement of Work
- Quote

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CDW-G TO UPGRADE THE EXISTING NETWORK SWITCH ENVIRONMENT IN THE AMOUNT OF \$305,198.01.

WHEREAS, the existing Network Switch Environment is obsolete and does not support a VoIP telephone system; and,

WHEREAS, a major hardware failure will result in a significant service disruption.

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 contract with CDW-G to upgrade the existing Network Switch Environment in the amount of \$305,198.01.

SECTION 3. That funding in the amount of \$305,198.01 will come from the 2016 Tax Note.

PRESENTED AND PASSED this 13th day of December 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



STATEMENT OF WORK

Project Name:	City of Bedford Network Refresh	Seller Representative: Rob Cooper 2143276644 robecoo@cdw.com
Customer Name:	City of Bedford (TX)	
CDW Affiliate:	CDW Government, LLC.	Solution Architect: Aaron Pratt
SOW Effective Date:	November 15, 2016	
Seller Services Manager:	Blake Hood	
Version:	1	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into this November 15, 2016 (the “**SOW Effective Date**”) by and between the undersigned, CDW Government, LLC. (“**Provider**”, “**Seller**” and “**we**”) and City of Bedford (TX) (“**Customer**” and “**you**”).

NETWORK PROJECT SCOPE

Seller will implement and configure the hardware and software for the Cisco Network Infrastructure solution at Customer Designated locations. Seller will design, configure and implement a Cisco Catalyst network to replace the existing network hardware.

Subject to the other provisions of this SOW, Seller will perform the following services:

PLANNING AND DISCOVERY

The planning phase will consist of the following:

- Project Kickoff – The project team will be chartered and staff will be assigned to project roles. The team will meet to discuss/revise the project scope and assumptions, and finalize any logistical details such as security clearance and wiring closet access.
- Discovery – The project team will perform a review of IDFs, MDFs, computer rooms, data centers and wiring closets for power, rack space, UPS and fiber as needed per the discovery and design phases of the project.
- Requirements Gathering – The project team will conduct interviews with selected Customer staff to understand and document feature and function requirements.
- Project Planning – The project team will develop a test plan, a migration process, and a detailed project plan which includes timelines, tasks and resource assignments.

The Planning and Discovery phase will be critical in determining the actual duration and overall cost of this project. The involvement of Customer staff in all phases will be necessary to ensure the success of this project. This Statement of Work is subject to revision pending the discovery portion of the engagement.

DESIGN

The Design phase is a critical step in the project. During the Design Phase, Seller staff will document and review how the resulting system will be built and configured. Iterative review and validation of requirements by Customer staff is critical to the success of the project. Once the design is complete, any changes to the design shall be considered out of scope. Key activities that will be completed in this phase include:

- Analysis – The project team will review information gathered during Discovery, the new hardware configurations and review Seller Best Practices in order to develop baseline design information.
- Document Design – Seller staff will lead an effort to develop a final design to Customer. This will include Seller recommendations for changes to existing network infrastructure.
- Configuration Development – Configuration templates for each type of hardware device will be developed from the finalized design. These templates will be used to facilitate the deployment of the network infrastructure.
- Design Review – The design principles will be documented and a final design review will be conducted with all technical stakeholders.

IMPLEMENTATION AND TESTING

During the Implementation and Testing phase, Seller staff will stage, build, configure and test the following equipment per the design and the bill of materials for this project:

Quantity	Device Type	Location
2	WS-C3850-24XS-S	City Hall Building A
2	WS-C3650-24	City Hall Building A
4	WS-C3650-48	City Hall Building A
2	WS-C3650-48	City Hall Building B
1	WS-C3650-24	Animal Control
1	WS-C3650-24	BoysRanch
1	WS-C3650-24	Facility Maintenance
2	WS-C3650-24	Firestation 1
1	WS-C3650-24	FireStation 2
2	WS-C3650-24	FireStation 3
3	WS-C3650-48	Law Enforcement Center
2	WS-C3650-24	Law Enforcement Center

Quantity	Device Type	Location
5	WS-C3650-48	Library
1	WS-C3650-24	Old Bedford School
1	WS-C3650-24	Parks Service Center
1	WS-C3650-24	Police RVU Storefront
1	WS-C3650-24	Senior Center
1	WS-C3650-48	Service Center
1	WS-C3650-24	Splash
1	WS-C3650-48	TXI-CoBNetwork

As part of the switch/router implementation, Seller will stage, place, and test the hardware listed above based on the following:

- Configure Unicast Routing Internal Gateway Protocol (IGP) based on the design phase of the project.
- Configure Protocol Independent Multicast (PIM) based on the design phase of the project.
- Configure Spanning Tree Protocol (STP) based on the design phase of the project.
- Configure VLANs based on the design phase of the project.
- Configure Switched Virtual Interfaces (SVI) based on the design phase of the project.
- Configure Quality of Service (QoS) based upon the latest Seller Best Practices to set priority on all traffic.
- Configure First Hop Redundancy (FHR) based on the configurations based on the design phase of the project.
- Configure Ether-Channel (EC) based on the configurations based on the design phase of the project.
- Configure Virtual Port Channel (VPC) based on the design phase of the project.
- Configure Netflow based on the configurations based on the design phase of the project.
- Configure SNMP Traps based on the configurations based on the design phase of the project.
- Configure IPSLA based on the configurations based on the design phase of the project.
- Configure Cisco Prime elements based on the configurations based on the design phase of the project.
- Configure physical network interfaces based on the design phase of the project.
- Configure all network addressing based on the design phase of the project.
- Configure secure access to the switch based on the design phase of the project.
- Configure network management parameters based on the design phase of the project.
- Other configuration parameters as necessitated by the environment and as dictated by Seller Best Practices.

The project team will execute a defined test plan to verify implementation and configuration of the hardware and software, to test specific functionality, and to document the system configuration before turning the system over to Customer.

INTEGRATION

In the integration phase the “new” network (all new Cisco devices implemented through the standard implementation process) will be connected to the existing infrastructure. When the integration of the two networks is complete, the migration of clients, servers, and printers can begin. The integration phase will consist of the following sub-phases:

- Integration Planning – The project team will plan for the integration of the new network to both the main campus LAN and the WAN. The planning process will address physical connectivity, routing, bridging and addressing issues. As part of the planning process, an integration plan, a testing plan, and a backout plan will be developed, and communicated through Customer location’s change management process.
- Integration Cutover – Seller and Customer technical staff will complete the integration of the two networks according to the plan developed in the integration planning phase.

CUTOVER AND “FIRST DAY OF SERVICE”

Once the system implementation activities as defined in the previous sections are complete, production cut-over to the new system will take place and Seller will monitor the production system, track, and resolve incidents for 1 days (8 hours) at the City Hall Building location.

Once the new system is in production and first day issues have been resolved, Customer will move into a Support Phase.

POST-CUTOVER SUPPORT AND PROJECT CLOSE

Seller will transition your support documentation to either a Seller Day Two Support Team or your System Administration staff. Additionally, Seller Project Manager will schedule a project closeout meeting. Seller will provide final project documentation during the project close out meeting.

Customer will decide on Day Two Support options provided by your Seller contact. If Day Two Support is not selected and problems arise, Seller will be available for additional consultation on a time-and-materials basis.

If a Seller Support Contract is chosen, a transition meeting will take place with that Support Team.

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

Planning and Discovery

1. Provide the IP addressing and subnet mask plan for the proposed solution.
2. Mutually schedule with Seller the site review with each Customer site contact.
3. Provide current network diagrams listing existing size, capacity, utilization, and data traffic requirements for all current network facilities.
4. Confirmation of the completeness and accuracy of the information provided to Seller during the network review process. All designs that need to be made as a result of incomplete or inaccurate network review information may result in changes to the project fees.

Design

1. Ensure attendance of appropriate personnel for Design Review meetings who have authorization to approve design.

Implementation and Testing

1. Receive equipment, inventory, record serial numbers and apply asset tags.
2. Procure and provide the LAN and WAN equipment listed in the provided Bill of Materials.

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3. Provide a staging room with adequate table space, power, grounding, and network infrastructure to allow Seller to stage and configure the equipment.
4. Provide proper 19" racks and screws for implementation.
5. Provide appropriate power feeds to all equipment from either multiple UPS systems or separate electrical circuits within six feet of the switch.
6. Provide Seller access or personnel with access to all locations that require switches to be implemented in a timely manner.
7. Racking, mounting and connecting the Network Equipment at Customer Designated locations.
8. Provide necessary patch cables needed to complete implementation.
9. Provide the proper equipment and personnel to operate and help implement the switches in a safe manner.
10. Provide shipping addresses for each site along with contact names for shipment to Customer's specified locations, if required.
11. Participate in the development and execution of a comprehensive, functional (acceptance) test plan, which will be the basis for Customer's acceptance of the system.
12. Requesting appropriate, internal change control procedures.
13. Staff will be on site and available during the implementation cut-over, migration and testing.

SELLER RESPONSIBILITIES

Seller is responsible for the following:

Planning and Discovery

1. Mutually schedule the site review with your site contact.
2. Conduct site review(s) for all proposed locations.
3. Evaluate and validate collected site review information with you.
4. Evaluate site review findings and network diagram, and develop and perform the site readiness recommendations to you.
5. Provide network design review recommendations to ensure all items have been properly addressed and the network has been designed appropriately.
6. Work with you to understand that sufficient network capacity exists in your provided network design and based on your stated performance objectives along with traffic volumes.

Design

1. Work with Customer to understand the environment and to validate the new networking hardware.
2. Review the proposed infrastructure design with Customer.
3. Provide recommendations for changes to existing network infrastructure based upon design requirements and information collected during Discovery.

Implementation and Testing

1. Configure implementation-specific switches and routers.
2. Customer will provide all hardware and cabling required for implementation.
3. Configure system components per agreed upon design and Seller best practice.
4. Moving all patch cables to the new equipment.
5. Execute tests per test plan for system components within the scope of the project.

PROJECT ASSUMPTIONS

HARDWARE AND SOFTWARE

1. All WAN and PSTN circuits will be terminated, provisioned, and functioning properly.
2. Cabling will be functioning and terminated.

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PREPARATION

1. The current network must function properly (no adverse conditions) prior to the implementation of new equipment.
2. Cabling to all switch and router equipment is properly implemented, tested, and clearly labeled prior to the implementation of new equipment.

INTEGRATION/MIGRATION

1. Integration cutover work will be performed during off hours to avoid any unforeseen disruption of service.
2. The new network will be designed and implemented in parallel to the existing network. After the parallel implementation is complete, or nearly complete, the integration of the two networks will occur.
3. Any test conditions that fail and have a related Cisco TAC case will not constitute failure of the test.

ACCEPTANCE AND CHANGES

1. All design changes will be required to be signed off on by Seller senior engineer and Customer project manager. Changes that are requested following the design freeze may affect project fees. Any changes that are requested to be made by Seller after the completion of the design freeze will be billed on a time-and-material basis.
2. All delays and extension of outage periods due to faulty hardware or software problems as a result of hardware or software not being covered by a SMARTnet support contract will be billable on a time-and-material basis.

SUPPORT

1. Seller will provide services only on Cisco Systems' generally available release hardware and software products. If any beta or controlled-introduction releases are introduced into the project, Seller reserves the right to present a Change Order.
2. If software and/or hardware bugs (defined as Cisco TAC cases that are not resolved within 24 hours) are identified by Seller to be manufacturer-related issues, Seller team may temporarily disengage until the manufacturer is able to resolve the bug.

OUT OF SCOPE

1. Removal of Packing Materials.
2. WAN Circuit Issue Remediation and Troubleshooting.
3. Copper and Fiber Cabling Remediation and Troubleshooting.
4. Remediation and Troubleshooting of issues not related to implemented equipment.
5. Removal of Electronic waste (This can be done via separate service fee)

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Design Document	Description of the approved design	PDF
Network Diagram	Visual depiction of the approved design	PDF
Test Plan	Description of the test plan and success criteria	PDF

Item	Description	Format
Project Plan	Project plan showing timelines and milestones	PDF

WIRELESS PROJECT SCOPE

Customer seeks assistance in the planning, implementation, configuration, and validation of the Cisco Wireless solution at the City Hall Building location(s). The following Cisco wireless components and/or features are included in this engagement to be conducted off site/remote:

- Design & Discovery: VLANs, DHCP, ACLs, switchports, host names and IP addressing
- WLAN controllers (WLC): 1 2504 WLC
 - Simple controller firewall configuration
- Guest access:
 - Network internet firewall configuration
- Access points (AP): 2, Cisco 2802i
- Management system: Cisco Prime Infrastructure (PI)
- Wireless security
 - Integrate this solution into Microsoft NPS
 - User Authentication: EAP-TLS
 - Open/PreShared Key
- Testing: a final acceptance test
- Knowledge Transfer: for Customer on WLAN components/features
- Documentation: administrative details and reports

The phases included in this project are detailed in this SOW.

PROJECT KICKOFF

The project will commence with a kickoff meeting in which introductions and key logistical items such as arrival and departure times will be confirmed. Specific items for discussion will include:

- Software electronic licenses
- Equipment arrival dates and locations
- Coordination of Partner Services

DISCOVERY AND DESIGN

Seller and Customer will review the responsibilities that are part of this engagement to allow Seller's engineers have a proper understanding of Customer requirements for wireless networking.

Items for discussion will include:

- Determine hardware placement and connectivity
- Wireless security
 - Integrate this solution into Microsoft NPS with EAP-TLS user authentication
 - Open/PreShared Key
- 3rd party certificates
- Define naming conventions to be assigned to components
- Identify IP addresses to be assigned to components
- Define DHCP Scopes

- LAN
 - Define Virtual LAN (VLAN) and access list requirements
 - Port configuration
 - Port Channel
 - Uplinks
 - QoS
 - Define Access Control Lists (ACL); performed only for the switches with said capabilities
- Wireless LAN
 - Review the role of the WLAN
 - Security model required for the WLAN
 - Define SSID naming schemes
 - Security mechanisms to be applied to each level of access
 - Remote networking for FlexConnect APs
- Security
 - Basic Firewall rules
 - Bonjour Gateway
 - Layer 3 Forwarding
- Management
 - Map/floor plan suitable for PI

IMPLEMENTATION

The following services are included in this engagement:

WLAN CONTROLLER

Seller will stage and configure the following as part of this engagement:

Qty	Model	Base License	Adder License	Staging Location	Installed Location	Function
1	WLC 2504	2	NA	City Hall Building	City Hall Building	Primary

Seller will perform the following WLC configuration tasks:

- General configuration of IP addresses, management info, interfaces, mobility group, NTP, SNMP
- Create and configure WLANs with appropriate security models
- Set AP parameters
- Create AP groups
- Create FlexConnect groups
- Configure connections to Cisco Prime Infrastructure (PI)
- Configure connections to Microsoft NPS
- Simple controller firewall configuration

ACCESS POINTS

Seller will stage and configure the following APs as part of this engagement:

Qty	New/ Existing	Model	Staging Location	Installed Location	Cabling	Physical Installation	Mode
2	New	2802i	City Hall Building	City Hall Building	Customer	Customer	FlexConnect

Seller will perform the following AP configuration tasks:

- General configuration of:
 - host names
 - IP addresses
 - management info
 - radio interfaces
 - add to FlexConnect group
 - AP mode
 - RF Tuning-adjustments of the maximum and minimum global settings and thresholds

CISCO PRIME INFRASTRUCTURE (PI)

Seller will perform the following PI tasks:

- Install software on Customer-provided and configured VM infrastructure
- Apply Customer-purchased licenses
- Configure communication between PI and the WLC(s)
- Import WLC configurations
- Import Customer-provided, floor plan images
- Place access points onto Maps
- Configure Administrative Settings and Background Tasks

TESTING

Seller will execute a defined test plan (see Exhibit for sample) based on items defined in the table below.

Location(s)	Testing Level
City Hall Building	Data

* Spectrum Intelligence testing will be performed only for the access points with said capabilities

NO COVERAGE VALIDATION WILL BE PERFORMED

KNOWLEDGE TRANSFER

Seller will provide up to 2 hours of knowledge transfer on the settings and features for the following:

- WLC
 - Monitor Summary, APs, Statistics, Rogues, and Clients
 - WLAN
 - Wireless, Access Points, all APs, Radios
 - Security Overview and Security Signature Events Summary
 - Trap Log information and Message Logs
 - Maintaining code, configuration files, time and date

- Overview of guest administrator functionality (including the creation of up to five (5) guest or internal users)
- PI
 - Overview and customization of the Home page (General, Client, Security, etc.)
 - Monitor Summary, Maps, WLCs, APs, Clients, RRM, Alarms, Events
 - Reports creation, saving, running, and scheduling
 - Overview of Configure menu: WLCs, APs, and templates
 - Administration including Background Tasks
 - Overview of guest administrator functionality
 - Overview of configuration and tuning of wIPS
 - Overview of the configuration of Context-Aware
 - Training Customer administrator(s) on the user interface (Billboard application)

** Knowledge transfer of configuration tasks will include a high-level overview only and will not include in-depth detail.*

PROJECT CLOSURE

A Project Closure meeting will be scheduled for the Customer and Seller to review the following as applicable:

- Questions pertaining to the report and/or engagement
- Clarification of outstanding issues
- Managed Services handoff
- Next steps

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

Preparatory Tasks

1. Supply Seller with scale drawings or blueprints in gif, pdf, dwg or png electronic format
2. Supply Seller with a ladder or aerial lift and lift operator suitable to reach the AP mounting locations as needed
3. Any applicable State or Local Building codes and permits
4. Provide Seller with detailed documentation showing access point locations, associated MAC addresses and antennas for each
5. Provide shipping addresses for each site along with contact names for shipment to Customer's specified locations, if required.
6. Provide a central location to stage and prime Universal Access Points for the correct regulatory domain

Onsite Engagement

1. On site testing when Seller is providing REMOTE SERVICES
2. Provide a staging room with adequate table space, power, grounding, and network infrastructure to allow Seller to stage and configure the equipment.
3. Schedule and coordinate all network outages and downtimes associated with this project
4. Participation in the development and execution of a comprehensive, functional (acceptance) test plan, basis for Customer's acceptance of the system
5. All appropriate, internal change control procedures

Environment Readiness

1. Procure and provide the LAN and WAN equipment listed in the provided Bill of Materials.
2. Provide all required network connections to the access point locations

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3. Provide POE+ switches
4. Cabling to the access points
5. Mounting/installation of the access points
6. Apply appropriate QoS to the WAN to support the FlexConnect deployment
7. WAN is capable of supporting FlexConnect deployment
8. Ensure current network has no adverse conditions during this project
9. Ensure Microsoft environment has no adverse conditions during this project
10. Ensure VM environment has no adverse conditions during this project
11. Procurement and application of a third-party security certificate for guest access
12. Provide VM infrastructure for PI

Security

1. Ensure valid certificate and existing PKI infrastructure is suitable for EAP-TLS Authentication
2. Acquire and prepare Windows 2008 server for Microsoft NPS software

Technical Support

1. Providing, implementing, configuring and troubleshooting wireless client devices
2. Must be present and assist with configuring and testing devices
3. Participation in the development and execution of a comprehensive, functional (acceptance) test plan, basis for Customer's acceptance of the system
4. If Universal Access Points are ordered and delivered to each location; customer will provide onsite contact to work with engineer for AP provisioning (remote services)

SELLER RESPONSIBILITIES

Seller is responsible for the following:

1. Provide a liaison for technical and management representation on overall project direction, and to serve as an escalation point for issue management and Customer technical resources
2. Develop project timeline and project plan
3. Lead weekly status meetings and provide necessary communication
4. Coordinate project activities with Customer and Seller
5. Provide technical oversight and serve as escalation point for Customer's technical resources

PROJECT ASSUMPTIONS

In addition to any other assumptions described in this SOW, Seller assumes the following:

1. Changes in Customer's physical environment (construction, moving office furniture/cabinets, deviation from proposed/surveyed AP location, etc.) can cause deficiencies in the wireless coverage
2. Any failed test conditions which have related/open technical support case(s) or known bugs may not constitute failure of the test
3. Seller will make changes to Cisco manufactured equipment only
4. Network outages may occur
5. Unless otherwise noted, WLAN security will be based on open or pre-shared key encryption
6. The quantity and placement of access points is subject to change based on the results of the wireless site survey
 - a. Additional hardware and services may be required upon completion of the survey
7. Seller did not perform a physical, pre-deployment wireless site survey, as such, inconsistencies and coverage gaps may occur therefore wireless coverage and quality of device connections is not guaranteed
 - a. Customer made recommendations for initial AP locations

- b. Seller recommends a Coverage Validation Survey be conducted prior to the wireless network running in production mode
8. RF Tuning is not part of the Validation Survey
9. Seller is not responsible or accountable for Customer requests which:
 - a. fall outside of and/or contradict the regulatory domain rules or governing laws applicable to Customer's installation
 - b. conflict with manufacturers' intended use of WLAN components

VOUCHER

1. Each Cisco Voucher has a funding value of \$7500.
2. Cisco vouchers must be completed within six months of order date. If services are not completed prior to voucher expiration, Customer will be responsible for total services fees due.
3. Cisco requires a Proof of Performance document per each Cisco Voucher funded engagement. Proof of Performance document must be approved by Cisco in order to receive funding. In the event the Proof of Performance document is not approved by Cisco, Customer will be responsible for total services fees due.

OUT OF SCOPE

Tasks outside the statement of work include, but are not limited to:

1. Providing, implementing, configuring and troubleshooting wireless client devices
2. Third-party certificate configuration
3. Guest access page custom configuration

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**"). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Cisco will provide funding in the amount of \$7,500.00 ("**Funding**").

The Funding will be applied to the Total Fees. Once the Funding has been exhausted, Seller's invoice(s) will reflect the balance of any fees due.

SERVICES FEES

Services Fees hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$42,000.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table 2.

Table 2 – Services Fees

Project Milestones	Percentage	Fees
Signed SOW	25%	\$10,500.00
Discovery	25%	\$10,500.00
Completion	50%	\$21,000.00
<i>Less Seller Funding- Cisco DNA Voucher</i>	<i>0%</i>	<i>(-\$7,500.00)</i>
Totals	100%	\$42,000.00

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

Project-Specific Terms

Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller’s performance of the Services (“Customer Components”).

Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right to invoice Customer, with prior written notice, for time Seller personnel is thereby idled or to reassign Seller personnel to work unrelated to this SOW and the services hereunder.

Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.

Customer will secure and maintain the confidentiality of all Seller personnel information.

When Services are performed at a Customer-Designated Location, the site will be secure; Seller is not responsible for lost or stolen equipment.

This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.

THERE IS NO WORK PRODUCT PROVIDED BY SELLER UNDER THIS SOW.

THERE IS NO INTELLECTUAL PROPERTY RIGHTS PROVIDED BY SELLER UNDER THIS SOW.

SELLER MUST IDENTIFY ANY SUBCONTRACTOR(S) PERFORMING SERVICES UNDER THIS SOW.

CUSTOMER ACKNOWLEDGES BY ACCEPTING SELLER’S OFFER THAT THE OFFER IS CONSIDERED A SPECIAL PRICING PURCHASE.

SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of receipt. Any objections to an invoice must be made to the Seller Contact Person within fifteen (15) days after the invoice date.

EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller. Either Party may terminate this SOW for cause if the other Party fails to cure a material default in the time period specified in the Agreement (defined herein).

CHANGE ORDERS

This SOW may be modified or amended only in a writing drafted by Seller, generally in the form provided by Seller and signed by both Customer and Seller ("**Change Order**"). Each Change Order will be of no force or effect until signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date on its cover page and then signed by Seller, except as otherwise agreed by Seller.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

MISCELLANEOUS

This SOW shall be governed by that certain Contract for Products and Related Services (Contract No. DIR-TSO-2542) between Cisco Systems, Inc. and State of Texas Department of Information Resources dated the 5th day of May, 2014 (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

CDW Government, LLC.

City of Bedford (TX)

By: _____
signature

By: _____
Signature

Name: _____

Name: _____

Date: _____

Date: _____

Mailing Address:

230 N. Milwaukee Avenue, Vernon Hills, IL. 60061

Mailing Address:

Street: _____

City/ST/ZIP: _____

- A purchase order for payment hereunder is attached.
- A purchase order is not required for payment hereunder.
- The following PSM has given approval:
Blake Hood

Billing Contact:

Street: _____

City/ST/ZIP: _____

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“Customer-Designated Locations”).

Table 2 – Customer-Designated Locations

Location(s)	Service(s)		
City Hall Building 2000 Forest Ridge Drive Bedford, TX 76021	<input type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design	<input checked="" type="checkbox"/> Implementation <input checked="" type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work

EXHIBIT B. CISCO WIRELESS PRIME INFRASTRUCTURE ACTIVATION CUSTOMER ACCEPTANCE FORM

This form will be filled out and signed by customer once the Wireless Prime Infrastructure Activation has been completed

Customer Information * Required Fields

Customer Contact Information

Business Name	
Point of Contact (business address name, phone and email address)	

Was a Cisco WLC (or vWLC) configured to manage at least 2 APs?

Yes No

Was Prime Infrastructure (PI) configured to manage a Cisco Wireless LAN controller?

Yes No

Please include a screenshot of the PI Dashboard->Network Summary -> Overview below

Please include a screenshot of the “View 360” of the installed WLC (or vWLC)

Please include a screenshot of the PI Dashboard->Wireless Security below

Please include a screenshot of the PI Dashboard->CleanAir below

Did partner show how to use PI to monitor Access Points (Monitor->Wireless Technologies ->Access Point Radios)?

Yes No

Are you satisfied with the Cisco Prime Infrastructure Activation deployment service?

Yes No

Customer Signature _____ Date: _____

QUOTE CONFIRMATION



DEAR GARY CLOPTON,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HMCQ375	10/28/2016	CISCO NETWORKING	9588897	\$263,198.01

IMPORTANT - PLEASE READ

Special Instructions: TAX: MULTIPLE TAX JURISDICTIONS APPLY
TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco ONE Catalyst 3850-24XS-S - switch - 24 ports - managed - desktop, rac Mfg. Part#: C1-WSC3850-24XS-S UNSPSC: 43222612 TAX: BEDFORD, TX .0000% \$.00 Contract: MARKET	2	3866857	\$9,871.79	\$19,743.58
Cisco SMARTnet extended service agreement Mfg. Part#: CON-SNTP-C1WSC38X UNSPSC: 81111812 Electronic distribution - NO MEDIA TAX: BEDFORD, TX .0000% \$.00 Contract: MARKET	2	4184409	\$1,737.43	\$3,474.86
Cisco Config 1 Secondary Power Supply - power supply - hot-plug / redundant Mfg. Part#: PWR-C1-715WAC/2 UNSPSC: 39121004 TAX: BEDFORD, TX .0000% \$.00 Contract: MARKET	2	2966332	\$587.61	\$1,175.22
Cisco ONE Foundation - license Mfg. Part#: C1FPCAT38504K9 UNSPSC: 43233204 Electronic distribution - NO MEDIA TAX: BEDFORD, TX .0000% \$.00 Contract: MARKET	2	3870592	\$94.02	\$188.04
Cisco SMARTnet Software Support Service - technical support - for C1FPCAT38 Mfg. Part#: CON-ECMU-C1FC3854 UNSPSC: 81112201 Electronic distribution - NO MEDIA TAX: BEDFORD, TX .0000% \$.00 Contract: MARKET	2	3866862	\$25.85	\$51.70
Cisco ONE Catalyst 3650-48FD - switch - 48 ports - managed - desktop, rack- Mfg. Part#: C1-WS3650-48FD/K9 UNSPSC: 43222612	16	3790066	\$4,747.86	\$75,965.76

QUOTE DETAILS (CONT.)

TAX: BEDFORD, TX .0000% \$.00

Contract: MARKET

<u>Cisco SMARTnet extended service agreement</u>	16	3876886	\$835.97	\$13,375.52
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Mfg. Part#: CON-SNTP-3648FDK9

UNSPSC: 81111812

Electronic distribution - NO MEDIA

TAX: BEDFORD, TX .0000% \$.00

Contract: MARKET

<u>Cisco ONE Foundation - license</u>	16	3763908	\$1,010.68	\$16,170.88
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Mfg. Part#: C1FPCAT36502K9

UNSPSC: 43232915

Electronic distribution - NO MEDIA

TAX: BEDFORD, TX .0000% \$.00

Contract: MARKET

<u>Cisco SMARTnet Software Support Service - technical support - for C1FPCAT36</u>	16	3763903	\$258.55	\$4,136.80
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Mfg. Part#: CON-ECMU-C1FC3652

UNSPSC: 86101601

Electronic distribution - NO MEDIA

TAX: BEDFORD, TX .0000% \$.00

Contract: MARKET

<u>Cisco ONE Catalyst 3650-24PD - switch - 24 ports - managed - desktop, rack-</u>	18	3819070	\$2,679.48	\$48,230.64
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Mfg. Part#: C1-WS3650-24PD/K9

UNSPSC: 43222612

TAX: BEDFORD, TX .0000% \$.00

Contract: MARKET

<u>Cisco SMARTnet extended service agreement</u>	18	4226872	\$471.42	\$8,485.56
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Mfg. Part#: CON-SNTP-3624PDK9

UNSPSC: 81111812

Electronic distribution - NO MEDIA

TAX: BEDFORD, TX .0000% \$.00

Contract: MARKET

<u>Cisco ONE Foundation - license</u>	18	3789196	\$587.61	\$10,576.98
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Mfg. Part#: C1FPCAT36501K9

UNSPSC: 43233204

Electronic distribution - NO MEDIA

TAX: BEDFORD, TX .0000% \$.00

Contract: MARKET

<u>Cisco SMARTnet Software Support Service - technical support - for C1FPCAT36</u>	18	3783167	\$142.20	\$2,559.60
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Mfg. Part#: CON-ECMU-C1FC3651

UNSPSC: 86101601

Electronic distribution - NO MEDIA

TAX: BEDFORD, TX .0000% \$.00

Contract: MARKET

<u>Cisco StackWise stacking upgrade kit - network stacking module</u>	14	3194613	\$775.64	\$10,858.96
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Mfg. Part#: C3650-STACK-KIT=

UNSPSC: 43201404

TAX: BEDFORD, TX .0000% \$.00

Contract: MARKET

<u>Cisco - power supply - 1025 Watt</u>	16	3328586	\$846.15	\$13,538.40
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Mfg. Part#: PWR-C2-1025WAC=

UNSPSC: 39121004

TAX: BEDFORD, TX .0000% \$.00

Contract: MARKET

QUOTE DETAILS (CONT.)				
<u>Cisco - power supply - 640 Watt</u>	7	3128744	\$564.10	\$3,948.70
Mfg. Part#: PWR-C2-640WAC= UNSPSC: 39121004 TAX: BEDFORD, TX .0000% \$.00 Contract: MARKET				
<u>Cisco Aironet 2802I - wireless access point</u>	2	3978762	\$608.76	\$1,217.52
Mfg. Part#: AIR-AP2802I-B-K9 UNSPSC: 43222631 TAX: BEDFORD, TX .0000% \$.00 Contract: MARKET				
<u>Cisco One 2504 Wireless Controller - network management device</u>	1	3749123	\$564.10	\$564.10
Mfg. Part#: C1-AIR-CT2504-K9 UNSPSC: 43222634 TAX: BEDFORD, TX .0000% \$.00 Contract: MARKET				
<u>Cisco SMARTnet extended service agreement</u>	1	3949064	\$215.46	\$215.46
Mfg. Part#: CON-SNTP-CT2504K9 UNSPSC: 81111812 Electronic distribution - NO MEDIA TAX: BEDFORD, TX .0000% \$.00 Contract: MARKET				
<u>Cisco ONE Foundation Wireless - license</u>	2	3607317	\$144.94	\$289.88
Mfg. Part#: C1FPAIRK9 UNSPSC: 43232804 Electronic distribution - NO MEDIA TAX: BEDFORD, TX .0000% \$.00 Contract: MARKET				
<u>Cisco SMARTnet Software Support Service - technical support - for C1FPAIRK9</u>	2	3607324	\$45.68	\$91.36
Mfg. Part#: CON-ECMU-C1FPAIR UNSPSC: 86101601 Electronic distribution - NO MEDIA TAX: BEDFORD, TX .0000% \$.00 Contract: MARKET				
<u>Cisco Prime Infrastructure (v. 3.1) - license</u>	1	4104209	\$11.75	\$11.75
Mfg. Part#: R-PI31-SW-K9 UNSPSC: 43232804 Electronic distribution - NO MEDIA TAX: BEDFORD, TX .0000% \$.00 Contract: MARKET				
<u>Cisco SMARTnet Software Support Service - technical support - for R-PI31-SW</u>	1	4117205	\$4.31	\$4.31
Mfg. Part#: CON-ECMU-RPI31SW9 UNSPSC: 81112201 Electronic distribution - NO MEDIA TAX: BEDFORD, TX .0000% \$.00 Contract: MARKET				
<u>Cisco Prime Infrastructure Base (v. 3.x) - license</u>	1	3844624	\$44.66	\$44.66
Mfg. Part#: L-MGMT3X-PI-BASE UNSPSC: 43232804 Electronic distribution - NO MEDIA TAX: BEDFORD, TX .0000% \$.00 Contract: MARKET				
<u>Cisco SMARTnet Software Support Service - technical support - for L-MGMT3X-</u>	1	3846490	\$16.37	\$16.37
Mfg. Part#: CON-ECMU-LMGMBASE UNSPSC: 81112201				

QUOTE DETAILS (CONT.)

Electronic distribution - NO MEDIA
 TAX: BEDFORD, TX .0000% \$.00
 Contract: MARKET

Cisco Direct-Attach Active Optical Cable - direct attach cable - 10 ft 4 2998608 \$98.72 \$394.88

Mfg. Part#: SFP-10G-AOC3M=
 UNSPSC: 26121609
 TAX: BEDFORD, TX .0000% \$.00
 Contract: MARKET

Cisco Direct-Attach Active Optical Cable - network cable - 33 ft 6 3033961 \$122.22 \$733.32

Mfg. Part#: SFP-10G-AOC10M=
 UNSPSC: 26121609
 TAX: BEDFORD, TX .0000% \$.00
 Contract: MARKET

Cisco - SFP+ transceiver module - 10 Gigabit Ethernet 16 2070272 \$467.73 \$7,483.68

Mfg. Part#: SFP-10G-LRM=
 UNSPSC: 43201553
 TAX: BEDFORD, TX .0000% \$.00
 Contract: MARKET

Cisco - SFP+ transceiver module - 10 Gigabit Ethernet 22 3598971 \$893.16 \$19,649.52

Mfg. Part#: SFP-10G-LR-S=
 UNSPSC: 43201553
 TAX: BEDFORD, TX .0000% \$.00
 Contract: MARKET

PURCHASER BILLING INFO		SUBTOTAL	\$263,198.01
Billing Address: CITY OF BEDFORD ACCOUNTS PAYABLE 2000 FOREST RIDGE DR BEDFORD, TX 76021-1895 Phone: (817) 952-2113 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		GRAND TOTAL	\$263,198.01
DELIVER TO		Please remit payments to:	
Shipping Address: CITY OF BEDFORD GARY CLOPTON 2000 FOREST RIDGE DR BEDFORD, TX 76021-1895 Phone: (817) 952-2113 Shipping Method: DROP SHIP-GROUND		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

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Lena Pekaj

(866) 567-1653

lenapek@cdwg.com

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 For more information, contact a CDW account manager

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Council Agenda Background

PRESENTER: Charles Carlisle, Fleet and Facility Manager

DATE: 12/13/16

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

ITEM:

Consider a resolution authorizing the City Manager to purchase a 2017 Ford Transit Connect Van in the amount of \$32,679.75 through the BuyBoard Cooperative Purchasing Program.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

In September 2016, the Bedford City Council passed an ordinance adopting the FY 2016/17 Budget. Funds in the amount of \$39,500 were allocated within the budget for the purchase of a new Ford 2017 Ford Transit Connect Van for the Facility Maintenance Department.

This vehicle is designed specifically for the needs of building maintenance staff. A utility van allows for better organization, improved security of building materials, and improved storage with the addition of shelves and drawers. Staff will have complete access to all storage areas and the risk of back injuries will be reduced. Additionally, the sides of the van can be utilized to advertise upcoming City-sponsored events by utilizing magnetic banners.

The purchase price for the truck is \$32,679.75; the additional \$6,800 is for accessories including a toolbox, shelving, storage bin system, and an interior ladder rack.

This vehicle will replace Unit #108, a 16-year-old vehicle with 72,536 miles and 122 points on the Decision Tree. The truck being replaced will be sold at auction.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a 2017 Ford Transit Connect Van in the amount of \$32,679.75 through the BuyBoard Cooperative Purchasing Program.

FISCAL IMPACT:

<u>2016 Tax Note:</u>	<u>\$39,500.00</u>
<u>Total:</u>	<u>\$39,479.75</u>

ATTACHMENTS:

Resolution
Quote

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A 2017 FORD TRANSIT CONNECT VAN IN THE AMOUNT OF \$32,679.75 THROUGH THE BUYBOARD COOPERATIVE PURCHASING PROGRAM.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase a 2017 Ford Transit Connect van with funds approved in the FY 2016/17 budget; and,

WHEREAS, the City Council of Bedford, Texas determines that the purchase of a 2017 Ford Transit Connect Van be through the BuyBoard 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 2017 Transit Connect Van in the amount of \$32,679.75 through the BuyBoard Cooperative Purchasing Program.

SECTION 3. That funding in the amount of \$32,679.75 will come from the 2016 Tax Note.

PRESENTED AND PASSED this 13th day of December, 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

Prepared by: RICHARD HYDER

Contact: CHUCK CARLISLE 817.941.0991

Phone: (409) 300-1385

Email: CHUCK.CARLISLE@BEDFORDTX.GOV

Email: rhyder.cowboyfleet@gmail.com

Product Description: 2017 FORD T150 VAN

Date: November 16, 2016

A. Bid Series: 125

A. Base Price: \$ **22,223.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
E1C	TRANSIT 150 CARGO MED ROOF	\$ 2,995.00			
17B	GLASS SIDE AND REAR	\$ 254.00			
YZ	EXTERIOR WHITE	\$ -			
VK	INTERIOR PEWTER VINYL	\$ -			
	POWER EQUIPMENT GROUP	\$ -			
502	ADRIAN GENERAL SERVICE SHELVI	\$ 5,982.00			
	PKG, BULKHEAD W/ DOOR, 3-BAR				
	UTILITY LADDER RACK				
60C	CRUISE CONTROL	\$ 306.00			
Total of B. Published Options:					\$ 9,537.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price
ORDER UNIT ETA ~90 DAYS			
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: <u>297</u> miles		\$ 519.75
K. Subtotal:		\$ 32,279.75
L. Quantity Ordered <u>1</u> x K =		\$ 32,279.75
M. Trade in:		
N. BUYBOARD Administrative Fee (\$400 per purchase order)		\$ 400.00
O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE		\$ 32,679.75



Council Agenda Background

PRESENTER: Charles Carlisle, Fleet and Facility Manager **DATE:** 12/13/16

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

ITEM:

Consider a resolution authorizing the City Manager to purchase a 26-foot JLG 2632ES scissor lift in the amount of \$16,900 through the BuyBoard Cooperative Purchasing Program.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

In September 2016, the Bedford City Council passed an ordinance adopting the FY 2016/17 Budget. Funds in the amount of \$21,900 were allocated within the budget for the purchase of a new 26-foot JLG 2632ES scissor lift for the Facility Maintenance Department.

This piece of equipment can be utilized by virtually every department in the City. It provides a safe platform for workers and its versatility makes it a valuable tool when performing any project that requires overhead work, i.e. replacing lights/ballast in apparatus bays, accessing HVAC equipment, gaining access to rooftops with heavy tools/equipment, replacing scaffolding when painting high walls, accessing the bay doors at many of the City's facilities, etc. The proposed scissor lift is electric, providing zero-emission operation, which allows it to be utilized inside and out. Scissor lifts are versatile enough to be used at outdoor events for additional lighting, event advertising, and aerial photos. The lift will be stored in the Facility Maintenance building on Bedford Road.

The purchase price for the scissor lift is \$16,900; the additional \$5,000 is for the purchase of a scissor lift tilt trailer.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a 26-foot JLG 2632ES scissor lift in the amount of \$16,900 through the BuyBoard Cooperative Purchasing Program.

FISCAL IMPACT:

2016 Tax Note:	\$21,900.00
Scissor Lift:	\$16,900.00
Tilt Trailer:	\$5,000.00

ATTACHMENTS:

Resolution
Quote

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A 26-FOOT JLG 2632ES SCISSOR LIFT IN THE AMOUNT OF \$16,900 THROUGH THE BUYBOARD COOPERATIVE PURCHASING PROGRAM.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase a 26-foot JLG 2632ES scissor lift with funds approved in the FY 2016/17 budget; and,

WHEREAS, the City Council of Bedford, Texas determines that the purchase of a 26-foot JLG 2632ES scissor lift be through the BuyBoard 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 26-foot JLG 2632ES scissor lift in the amount of \$16,900 through the BuyBoard Cooperative Purchasing Program.

SECTION 3. That funding in the amount of \$16,900 will come from the 2016 Tax Note.

PRESENTED AND PASSED this 13th day of December, 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

BuyBoard Quote

ASSOCIATED SUPPLY COMPANY, INC.

THE FOLLOWING DETAILS SHALL BE PROVIDED WITH ANY BUYBOARD PURCHASE ORDER (FAX PURCHASE ORDER TO 800-211-5454)

BuyBoard Vendor: Associated Supply Company, Inc.
2019 Airport Fwy Euless, TX. 76040
Phone: 817-283-2844
Fax: 817-283-7836

Prepared By: Sharon Reeves
Mobile: 817-313-8129
Email: sreeves@ascoeq.com

Government Agency: City of Bedford

Date Prepared: 09/20/2016

Ship To: City of Bedford
1813 Reliance Parkway
Bedford, Texas 76021

Bill To: City of Bedford
1813 Reliance Parkway
Bedford, Texas 76021

Contacts' Name: Chuck Carlisle
Email: chuck.carlisle@bedfordtx.gov

Phone: 817-952-2149
Fax: _____

Product Description: JLG 2632ES

BuyBoard Contract: 424-13

I. Price List Dated: 03/01/2015

Base Price: 28,675.00

II: Base Bid Options (Itemized Below)

Proportional Controls	Included
Drywall Gate	Included
Battery Condition Indicator	Included
Fold-Down Guard Rails	Included
110V-AC Receptacle in Platform	Included
Automatic Traction Control (ATC)	Included
All Motion Alarm	Included
20 Amp Automatic SCR Charger	Included
Manual Descent Pull Cable	Included
Moveable, Removable Platform Control	Included

36" Roll-Out Deck Extension	Included
90 X 32 inch Platform	Included

SUB-TOTAL: \$ -

SUB-TOTAL: \$ -

Options List Price Total: \$ -

III. SUB-TOTAL OF I & II

IV. BuyBoard Discount: 8.00% \$ 2,294.00

BUYBOARD CONTRACT PRICE: \$ 26,381.00

V: NON-BASE OPTIONS

Non-Base Options (%) = 0

SUB-TOTAL: \$ -

SUB-TOTAL: \$ -

VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2)

\$ -

VII: TOTAL IV + VI

\$ 26,381.00

VIII: QUANTITY ORDERED UNITS: 1

\$ 26,381.00

IX: TRADE-IN OR OTHER CREDIT(S): \$ 9,481.00 Special Discount

\$ 9,481.00

TOTAL: \$ 16,900.00

FAX ALL PURCHASE ORDERS TO BUYBOARD AT 800-211-5454



Council Agenda Background

PRESENTER: Don Henderson, Parks Superintendent

DATE: 12/13/16

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

ITEM:

Consider a resolution authorizing the City Manager to purchase a 2017 Ford F250 4X2 Super Cab truck in the amount of \$28,040 through the BuyBoard Cooperative Purchasing Program.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

In September 2016, the Bedford City Council passed an ordinance adopting the FY 2016/17 Budget. Funds in the amount of \$33,640 were allocated within the budget utilizing the 2016 Tax Note for the purchase of a new Ford F250 4X2 Super Cab truck for the Parks Division.

The purchase of a new park vehicle will allow staff to continue to maintain the City of Bedford Parks system efficiently by allowing staff to work in smaller crews in order to cover more territory. Due to the weight of trailers being pulled and the towing capacity of the Ford F250, staff feels the purchase of the three-quarter ton vehicle will minimize downtime due to maintenance repairs. This vehicle will replace Unit #43, a 17-year-old vehicle with 90,775 miles and 134.8 points on the Decision Tree. The truck being replaced will be sent to auction.

The purchase price for the truck is \$28,040; the additional \$5,600 is for accessories including a locking tool box, a headache bar and a light bar.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a 2017 Ford F250 4X2 Super Cab truck in the amount of \$28,040 through the BuyBoard Cooperative Purchasing Program.

FISCAL IMPACT:

2016 Tax Note:	\$33,640.00
Truck:	\$28,040.00
Accessories:	\$5,600.00

ATTACHMENTS:

Resolution
Quote

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A 2017 FORD F250 4X2 SUPER CAB TRUCK IN THE AMOUNT OF \$28,040 THROUGH THE BUYBOARD COOPERATIVE PURCHASING PROGRAM.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase a 2017 Ford F250 4X2 Super Cab truck with funds approved in the FY 2016/17 budget; and,

WHEREAS, the City Council of Bedford, Texas determines that the purchase of a 2017 Ford F2504X2 Super Cab truck be through the BuyBoard 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 2017 Ford F250 4X2 Super Cab truck in the amount of \$28,040 through the BuyBoard Cooperative Purchasing Program.

SECTION 3. That funding in the amount of \$28,040 will be paid out of the 2016 Tax Note.

PRESENTED AND PASSED this 13th day of December, 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

QUOTE# 001

CONTRACT PRICING WORKSHEET

End User: CITY OF BEDFORD	Contractor: CALDWELL COUNTRY
Contact Name: DON HENDERSON	CALDWELL COUNTRY
Email: DON.HENDERSON@BEDFORDTX.GOV	Prepared By: Averyt Knapp
Phone #: 817-952-2308	Email: aknapp@caldwellcountry.com
Fax #: 817-952-2392	Phone #: 800-299-7283 or 979-567-6116
Location City & State: BEDFORD, TX	Fax #: 979-567-0853
Date Prepared: MARCH 14, 2016	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 27-3037856

Product Description: 2017 FORD F250 4X2 SUPER CAB SWB X2A

A Base Price & Options: \$27,640

B Published Options

Code	Description	Cost	Code	Description	Cost
	4X2-SUPER CAB, 6.2LV8-GAS, 6-SPD AUTOMATIC, AMFM-STEREO, AIR CONDITION, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, 40-20-40 VINYL FRONT/REAR, FULL RUBBER FLOOR, 4.10 LOCKING REAR AXLE DIFFERENTIAL, 6.5' BED, REAR STEP BUMPER	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	
				PO BOX 27	
				CALDWELL, TEXAS 77836	

Subtotal B INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C

D Other Price Adjustments (Installation, Delivery, Etc...)

Subtotal D INCL

E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)		\$27,640
X	Quantity Ordered	1
Subtotal E		\$27,640
F Non-Equipment Charges (Trade-In, Warranty, Etc...)		
	BUY BOARD	\$400
G. Color of Vehicle: WHITE		
H. Total Purchase Price (E+F)		\$28,040
Estimated Delivery Date:		FALL 2016



Council Agenda Background

PRESENTER: Don Henderson, Parks Superintendent

DATE: 12/13/16

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

ITEM:

Consider a resolution authorizing the City Manager to purchase a Toro Ground Master 7200/72 mower in the amount of \$19,284.10 through the BuyBoard Cooperative Purchasing Program.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

In September 2016, the City Council passed an ordinance adopting the FY 2016/17 Budget. Funds in the amount of \$19,290 were allocated within the 2016 Tax Note for the purchase of a Toro Ground Master 7200/72 mower.

The Toro Ground Master 7200/72 mower can cut 5 acres an hour with maneuverability, tight wheel base, power steering and individual steering brakes allowing for expert handling and increased productivity.

The mower will be used to maintain various park properties and athletic fields. The Toro Ground Master 7200/72 mower can mow more areas in less time increasing the efficiency of parks maintenance. This mower will replace Unit #130, a 15-year-old mower with 152.5 decision tree points. Unit #130 will move to the back-up mower position and the current back-up mower will go to auction.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a Toro Ground Master 7200/72 mower in the amount of \$19,284.10 through the BuyBoard Cooperative Purchasing Program.

FISCAL IMPACT:

2016 Tax Note:	\$19,290.00
Total:	\$19,284.10

ATTACHMENTS:

Resolution
Quote

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A TORO GROUND MASTER 7200/72 MOWER IN THE AMOUNT OF \$19,284.10 THROUGH THE BUYBOARD COOPERATIVE PURCHASING PROGRAM.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase a Toro Ground Master 7200/72 mower with funds approved in the FY 2016/17 budget; and,

WHEREAS, the City Council of Bedford, Texas determines that the purchase of a Toro Ground Master 7200/72 mower be through the BuyBoard 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 Manager is hereby authorized to purchase a Toro Ground Master 7200/72 mower in the amount of \$19,284.10 through the BuyBoard Cooperative Purchasing Program.

SECTION 3. That funding in the amount of \$19,284.10 will be paid out of the 2016 Tax Note.

PRESENTED AND PASSED this 13th day of December, 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



Professional Turf Products, L.P.
 1010 North Industrial Blvd.
 Euless, Texas 76039
 Todd Smith
 (888) 776-8873 ext. 5454
 smitht@proturf.com



Ship To	City Of Bedford - Parks & Rec.	Date	3/11/2016
Bill To	BUYBOARD (CONTRACT # 447-14)	Tax Rate	
Contact	Daniel Leslie	Destination	2.00%
Address	PO Box 1113	Trade-In	
City	Bedford, TX	Finance	
State	TX	Account Type	Contract
Postal Code	76095-0157	<i>Comments:</i>	
Phone			
Fax			

Proposal

Qty	Model #	Description	Unit	Extended
1	30495	Groundsmaster 7200	\$ 15,334.82	\$ 15,334.82
1	30353	72 in Base Deck	\$ 2,613.58	\$ 2,613.58
1	30472	72" Rear Discharge Completion Kit (Includes baffles, blades and fender kit)	\$ 903.30	\$ 903.30
1	30052	MVP FILTER KIT-GM72000D (2008-) GM7200_GM7210 TIV	\$ 54.28	\$ 54.28
				\$ 18,905.98

SubTotal	\$	18,905.98
Destination	\$	378.12
Tax (Estimated)	\$	-
TOTAL	\$	19,284.10

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.

For all New Equipment, Refurbished units may be available for up to 40% savings.

Terms & Conditions:

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. Pricing, including finance options, valid for 30 days from time of quotation.
4. After 30 days all prices are subject to change without notice.
5. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
6. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.

This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____

Date: _____



Council Agenda Background

PRESENTER: Don Henderson, Parks Superintendent

DATE: 12/13/16

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

ITEM:

Consider a resolution authorizing the City Manager to purchase four sunshade structures for the Meadow Park Athletic Soccer Fields in the amount of \$23,168 through the BuyBoard Cooperative Purchasing Program.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

It has been deemed necessary to purchase sunshade structures to maintain and update the Meadow Park Athletic Soccer Fields and maintain a safe and clean environment for the citizens of Bedford. These fields are in need of shade structures for the bleachers to provide a more comfortable experience for the citizens who attend games at the athletic fields.

The City has received approval from the Hurst-Euless-Bedford Independent School District to install the shade structures.

Funding in the amount of \$23,168 will come from the 2011 General Obligation Bonds.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase four shade structures for the Meadow Park Athletic Soccer Fields in the amount of \$23,168 through the BuyBoard Cooperative Purchasing Program.

FISCAL IMPACT:

2011 General Obligation Bonds: \$23,168

ATTACHMENTS:

Resolution
Quote

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE FOUR SUNSHADE STRUCTURES FOR THE MEADOW PARK ATHLETIC SOCCER FIELDS IN THE AMOUNT OF \$23,168 THROUGH THE BUYBOARD COOPERATIVE PURCHASING PROGRAM.

WHEREAS, the City Council of Bedford, Texas determines the necessity to maintain and update the Meadow Park Athletic Soccer Fields and maintain a safe and clean environment for the citizens of Bedford.

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

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

SECTION 2. That the City Manager is hereby authorized to purchase four sunshade structures for the Meadow Park Athletic Soccer Fields in the amount of \$23,168 through the BuyBoard Cooperative Purchasing Program.

SECTION 3. That funding in the amount of \$23,168 will be paid out of the 2011 General Obligation Bonds.

PRESENTED AND PASSED this 13th day of December, 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



Structure Pricing

UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	4	Base Attachment:	Recessed
	Unit Type:	Hip	Footing Type:	Drilled Pier
	Structure Size:	10'x20'	Anchor Bolts:	Included
	Entry Height:	10'	Concrete Cutting:	NA
	No of Posts:	4	Dirt Removal:	Included
	No of Fabric Tops:	1	NOTES	
	Fabric Type:	Shadesure	Buy Board #423-13 Discount Applied Pricing Include: Design & Engineering, Manufacturing, Shipping & Handling and Installtion.	
	Fabric Color:	TBD		
	Steel Finish:	Powdercoat		
	Steel Color:	TBD		
PRICE	Electrical Provisions:	NA		
\$23,168.00	Cable/HDW Finish:	NA		
	Concept No:			

ADDITIONAL COSTS			
QTY	ITEM	DETAILS	COST
			\$0.00
TOTAL FOR ACCESS/MISC ITEMS:			\$0.00

PRICING TOTALS:	
Unit Total	\$23,168.00
Accessories/Miscellaneous	Included
Shipping/Handling	Included
SUBTOTAL	\$23,168.00
Sales Tax %)	N/A
Installation	Included
TOTAL PRICE	\$23,168.00

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	
(2) Upon delivery of Unit(s)	
(3) Upon completion of assembly/installation	
(4) Other (specify):	
NOTES:	
Buy Board #423-13	



Council Agenda Background

PRESENTER: Jeff Florey, Tourism Program Coordinator

DATE: 12/13/16

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a one-year lease agreement with Embrace United Church of Christ to provide meeting space for church services at the Old Bedford School.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Embrace United Church of Christ, formally known as the Cathedral of Hope Mid-Cities Church, has been using the Old Bedford School for the last five years to hold church services. The Church uses the auditorium, galleries of the facility and outside grounds for five hours on Sunday mornings. The lease also allows the Church to schedule services on the first Wednesday of every month for three hours and a Christmas Eve service for three hours. If the Church rents outside the lease agreement, they will have to pay the full rental amount per hours used. The Church has been an extremely good lessee and staff has been pleased with this agreement. They are a low-maintenance, dependable revenue asset to the building during the Sunday morning time frame that the building would typically be vacant. The contract has also been updated to reflect relocation of rentals due to unforeseen closures or conflicts.

The rental fee offered to the Church is \$1,516.75 monthly, for a yearly total of \$18,201. The small changes to this year's contract include the name of the church and the billing terms from weekly to monthly. The rental fee offered to the Church is less than that offered to other rentals based upon the guaranteed rental income for 52 Sundays in a year. The rental fee would typically be \$125 per hour plus \$75 for the AV equipment, for a total of \$750 for a five-hour reservation. The monthly fee would be \$3,250, or an annual cost of \$39,000.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a one-year lease agreement with Embrace United Church of Christ to provide meeting space for church services at the Old Bedford School.

FISCAL IMPACT:

Tourism Fund Revenue: \$18,201

ATTACHMENTS:

Resolution
Lease Agreement

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR LEASE AGREEMENT WITH EMBRACE UNITED CHURCH OF CHRIST TO PROVIDE MEETING SPACE FOR CHURCH SERVICES AT THE OLD BEDFORD SCHOOL.

WHEREAS, the City Council of Bedford, Texas wishes to provide Embrace United Church of Christ meeting space for church services; and,

WHEREAS, the staff of the City of Bedford Old Bedford School wishes to provide supervision of the lease agreement to Embrace United Church of Christ for the purpose of holding church services.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a one-year lease agreement, requiring an annual rental fee of \$18,201, with Embrace United Church of Christ for the purposes of holding church services.

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

PRESENTED AND PASSED this 13th day of December 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

LEASE AGREEMENT

Between

City of Bedford, Texas
as Lessor

And

Embrace United Church of Christ in Bedford
formally known as Cathedral of Hope Mid-Cities Church
as Lessee

LEASE AGREEMENT

THIS LEASE AGREEMENT, with the following terms and conditions, made on the ___ day of December 2016, by and between the City of Bedford, Texas (herein called "Lessor", "Landlord" or "City"), **and Embrace United Church of Christ in Bedford formally known as Cathedral of Hope Mid-Cities Church** (herein called "Lessee", "Church" or "Tenant") which parties do hereby agree as follows:

In consideration of the covenants and agreements hereafter reserved and contained on the part of Lessee to be observed and performed, the Lessor demises and leases to Lessee, and Lessor rents from Lessee, those certain Leased Premises described as follows during the times set forward in this agreement.

The subject properties herein called the "Leased Premises" or the "Leased Property". Lessee shall use the Leased Premises for utilize a portion of said Contract Premises for the purpose of operating therein during the term hereof a "Church". This contract will set for the terms and conditions up which Lessee shall be permitted to utilize such facility for such purpose.

1. GRANT

Lessor hereby grants Lessee permission to utilize the Contract Premises to conduct Church services and activities in the manner and during the term hereafter specified.

2. CONTRACT PREMISES

For purposes hereof, the Contract Premises shall include the auditorium and galleries of the Old Bedford School, located at 2400 School Lane or mutually agreed upon City of Bedford owned facility in the City of Bedford, Texas. Lessee shall further have use of tables, chairs, audio/visual equipment and such other items of furniture or equipment of Lessor as shall be reasonable for Lessee's use of the Contract Premises

3. ACCESS TO CONTRACT PREMISES

Lessee shall have exclusive use of the Contract Premises each **Sunday** during the term hereof, from the hours of 8:15am-1:15pm, the first **Wednesday** of each month from 6:00pm-9:00pm, and Christmas Eve for three hours in order to conduct its activities hereunder. Lessee shall have no right or access to the Contract Premises at any other time unless Lessor grants consent. All requests for use of facilities other than times out lined in contract must be made to Lessee in writing.

4. RESTRICTIONS ON USE

Lessee shall operate or utilize the Contract Premises for no purpose other than the Church Services and activities defined herein, which shall be subject to the following restrictions:

- (a) No more than maximum building capacity according to fire code persons shall be permitted by Lessee to occupy the Contract Premises at any time.

(b) Lessee shall at all times conduct its activities provided for hereunder in a wholesome, diligent, and efficient manner.

(c) Preparation of the Contract Premises for Lessee's activities and clean-up of the Contract Premises following such activities shall be the sole responsibility of Lessee. **Lessee's agrees that the Lessor will not provide storage for any equipment; supplies, concession products or any other items needed by Lessee.** Lessee agrees that it will, following each use of the Contract premises, restore same to as good a condition as existed prior to such use by Lessee. **Lessee agrees to complete a facility walk through with staff prior to church activities as well as after activities prior to leaving the premises when needed.**

(d) Lessee shall conduct the activities provided for herein on each **Sunday** during the term hereof, save for legal holidays, upon which Lessee shall request in writing consent to conduct its activities.

(e) Lessee shall not cause or permit any illegal activity to be conducted upon the Contract Premises including smoking and no illegal weapons are allowed.

(f) Lessee shall be allowed to use and display its company logo banner each time of said event, in accordance with the City's sign ordinance.

(g) Lessee shall make no changes or structural alterations to the Contract Premises without prior written consent of Lessor. Lessee shall be responsible for any damages to the Contract Premises resulting from use or occupancy thereof by Lessee, its agents, servants or invitees.

5. TERM OF AGREEMENT

The term of this Agreement shall be for one (1) year. Lessee shall operate each **Sunday** during the term of this lease from the hours 8:15am-1:15pm only, commencing upon the effective date hereof. Any Sunday that event is not held Lessee will still be responsible for paying Lessor unless event is canceled at least 14 days prior to event date. Lessor may bi-annually need to suspend agreement for maintenance related activities related to the facility. Lessor will give 30 days' notice of any such activity. Lessor agrees to use all reasonable efforts to minimize undue burden on Lessee and schedule activities around agreement times.

6. PAYMENT TO LESSOR

As payment for the rights granted hereunder, Lessee agrees to pay to the Lessor during the term hereof an amount equal to **a flat fee of \$1,516.75 in monthly installments**. All such sums payable to Lessor shall be due and payable the first Sunday of each month. Any additional requested hours of use will be charged at full rental rate.

7. PROTECTION AGAINST ACCIDENT TO EMPLOYEE AND THE PUBLIC

The Lessee shall at all times exercise reasonable precautions for the safety of employees and others on or near the Contract Premises and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

8. LAW AND ORDINANCES

The Lessee shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations, which in any manner affect the Lessee or the work, and shall indemnify and save harmless the Lessor against claim arising from the violation of any such laws, ordinances and regulations whether by the Lessee or its employees.

9. VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be in the courts of **Tarrant County**, the State of Texas.

10. TERMINATION

The parties agree that the Lessor or Lessee shall have the right to terminate this agreement upon **thirty (30)** days written notice without cause. Notice not to renew must be given in writing by Lessor to Lessee **thirty (30)** days prior to the next commencement date.

11. INDEMNIFICATION

The Lessee shall defend, indemnify and hold harmless the Lessor and its elected and appointed officials, officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of or resulting from the performance of this Agreement or caused by the negligent act or omission of the Lessee, its officers, agents, employees, subcontractors, franchisees or invitees.

12. INSURANCE AND CERTIFICATES OF INSURANCE

Without limiting any of the other obligations or liabilities of the Lessee or Sub-Lessee, the Lessee or Sub-Lessee shall, during the term of the agreement, purchase and maintain the hereinafter stipulated minimum insurance with companies duly licensed to write business in the State of Texas and rated A-1 or better by A.M. Best. The Lessor shall be named as an additional insured on all required policies except Workers' Compensation. Valid Certificates of Insurance for each policy covering the Lessee and Subcontractors, together with a statement by the issuing company to the extent that said policies shall not be canceled without thirty (30) days prior notice being given the Lessor, shall be delivered to the Lessor and reviewed for sufficiency by the Lessor's Risk Manager before this Agreement is executed or any activities commenced:

(a) Commercial General Liability Insurance, Including, premises operations, Independent Contractor's Liability, completed Operations and Contractual Liability, covering but not limited to, the liability assumed under the indemnification provisions of this Agreement, fully insuring Lessee's liability for injury to or death of owners, employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with the following limits:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Damage to rented premises	\$ 50,000
Sexual/Physical Abuse part of GL	\$ 50,000
Each Claim	\$ 25,000

Lessee's insurance shall be primary and shall be endorsed to provide a waiver of subrogation in favor of the Lessor. The Commercial General Liability Policy should be endorsed using Endorsement No. CG20 09 11 85.

Deductibles on each insurance policy shall no greater than \$5,000.00

13. HINDERANCES AND DELAVS

No claims shall be made by the Lessee for damages resulting from hindrances or delays from any cause during the progress of any portion of the operations or activities embraced in this Agreement.

14. LESSEE'S ACCESS TO LEASEDPREMISES

At all times the Lessee shall have access to the Leased Premises for the purpose of site assessment, set up, maintenance, clean-up, or any other reason deemed appropriate by Lessee. Lessee agrees to use all reasonable efforts to not interfere with Lessor's use of the Leased Premises.

15. NOTICES

All changes, notices, requests, consents and other communications required or permitted under this Lease shall be in writing (including telex, facsimile and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or overnight courier service, faxed or telecommunicated (with original to follow by overnight commercial courier for delivery on the next business day), or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to the parties as follows:

If to Lessee : City of Bedford, Texas
 Attention: City Manager
 2000 Forest Ridge Drive
 Bedford, Texas 76021-1895

with copies to:

BOYLE & LOWRY, L.L.P.
4201 Wingren, Suite 108
Irving, Texas 75062-2763

If to Lessor: Embrace United Church of Christ Address Street
Address City, TX Zip

16. VENUE

Landlord Tenant agrees to venue in Tarrant County, Texas.

Executed this _____ day of _____, **2016.**

Lessee: City of Bedford, Texas

By: _____
Roger Gibson
City Manager

Lessor: Embrace United Church of Christ

By: _____
Ken Ehrke
Executive Director

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____,
2016, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public

STATE OF TEXAS §
 §
COUNTYOFTARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____
2016, by _____.

_____ Notary Public, State of
Texas My Commission Expires: _____.

_____ Printed Name of Notary Public



Council Agenda Background

PRESENTER: Wendy Hartnett, Special Events Manager
Eric Valdez Community Services Manager

DATE: 12/13/16

Council Mission Area: Support and develop arts and culture in Bedford.

ITEM:

Consider a resolution authorizing the City Manager to enter into a one-year lease agreement with ONSTAGE relative to the Trinity Arts Theater located within the Bedford Boys Ranch Park.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

ONSTAGE has requested to renew their annual lease. The terms of the lease will remain the same.

Significant provisions of the lease agreement include:

- \$10 per year for rent;
- ONSTAGE will reimburse the City for all utility expenses;
- ONSTAGE will be responsible for the maintenance on the interior of the building and the City will be responsible for exterior maintenance and mechanical;
- Tenant will produce one children's play every summer;
- Tenant will provide to the Bedford Senior Center 20 tickets to each dress rehearsal one week in advance of dress rehearsal; and,
- Tenant will work with the Department of Community Services to help provide entertainment at the Tree Lighting ceremony.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a one-year lease agreement with ONSTAGE relative to the Trinity Arts Theater located within the Bedford Boys Ranch Park.

FISCAL IMPACT:

Revenue of \$10 rent to the General Fund

ATTACHMENTS:

Resolution
Lease Agreement

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR LEASE AGREEMENT WITH ONSTAGE RELATIVE TO THE TRINITY ARTS THEATER LOCATED WITHIN THE BEDFORD BOYS RANCH PARK.

WHEREAS, the City Council of Bedford, Texas recognizes that the Trinity Arts Theater provides a place for performing art programs; and,

WHEREAS, the written agreement between the City of Bedford and ONSTAGE relative to the property needs to be renewed; and,

WHEREAS, the City Council of Bedford, Texas has determined that the lease be approved and authorizes the City Manager to enter into an agreement relative to that proposal.

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 approve the one-year lease agreement and authorize the City Manager to enter into a contract with ONSTAGE in the amount of \$10.00 for one year.

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

PRESENTED AND PASSED this 13th day of December 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

LEASE AGREEMENT

Between

**City of Bedford, Texas
as Landlord**

And

**ONSTAGE in Bedford
as Tenant**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of the ___ day of _____, 2016, by and between the City of Bedford, Texas (herein called "Landlord"), and ONSTAGE in Bedford, (herein called "Tenant").

In consideration of the covenants and agreements hereafter reserved and contained on the part of Tenant to be observed and performed, the Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain Leased Premises described as follows:

Trinity Arts Theatre

The subject properties herein called the "Leased Premises" or the "Leased Property". Tenant shall use the Leased Premises for visual and performing arts, humanities, and related functions and, in addition, can be used for community meetings for the residents of the City of Bedford, and for no other purpose unless Landlord agrees in writing. Further, any uses of adult themes, full or partial nudity by the Tenant must be approved in advance by the City Manager's office of the City of Bedford.

The following, together with the exhibits attached hereto and incorporated herein by reference constitute the provisions of this Lease.

1. GENERAL PROVISIONS

- (a) Landlord's Address: 2000 Forest Ridge Drive
Bedford, Texas 76021-1895
- (b) Tenant's Address: 2819 Forest Ridge Drive
Bedford, Texas 76021
- (c) The term of the Lease shall commence on the date of its execution and shall expire on December 31, 2017, (the "Expiration Date"). The tenant will submit a written request to renew at least thirty (30) days prior to the Expiration Date. If the Tenant does not wish to renew the contract the Tenant shall fully vacate and abandon the Leased Property no later than the Expiration Date. Notwithstanding the foregoing, either Landlord or Tenant may terminate this Lease, with or without cause, by giving the other party thirty (30) days written notice.
- (d) The rent shall be \$10.00 per lease period payable on the date of execution of each lease.
- (e) All applications and connections for necessary utilities and services on the Leased Premises shall be made by and in the name of Landlord only, including water, sewer, gas, electric and trash removal. Tenant, shall

reimburse the actual cost of utility charges to Landlord on a monthly basis. Tenant shall be responsible for all telecommunications facilities and equipment.

- (f) Tenant shall produce and maintain performances open to residents of the CITY OF BEDFORD and other surrounding areas. Nominal fees will be set by the Tenant and approved by the Landlord for such activities, performances, and all space utilization in order to recover production costs as well as the maintenance and repair of the property.
- (g) Tenant shall encourage Cultural and Arts programs with the area schools, cities, libraries, and other arts and non-profit organizations.
- (h) Tenant shall not offer or schedule any use or programs at the Leased Premises from July 1 through July 7 of each lease year without first being reviewed by City staff.
- (j) Tenant will produce one children's' play every summer for Bedford Day Camp viewing.
- (k) Tenant will provide to the Bedford Senior Center 20 tickets to each dress rehearsal one week in advance of dress rehearsal.
- (l) Tenant will work with the Bedford and Parks and Recreation Department to produce a small play, skit, or puppet show during the Tree Lighting ceremonies.

2. TENANT'S PERSONAL PROPERTY

All machinery, equipment, furniture, furnishings, movable walls or partitions, computers, trade fixtures or other personal property, and consumable inventory and supplies, owned by and used or useful in Tenant's business on the Leased Property, including without limitation, all items of furniture, furnishings, equipment, supplies and inventory, and Tenant's accounts receivable and operating licenses, if any, is included within the definition of tenant's Personal Property.

3. TAXES

Tenant shall pay all personal and personal business property taxes assessed against the Leased Premises. Landlord shall pay real property ad valorem taxes, if any, against the Leased Premises, for taxes accruing as of the commencement date of the Lease Agreement.

4. TENANT'S USE AND REMOVAL OF PERSONAL PROPERTY

Tenant may, at its expense, install, affix or assemble or place on the Leased Premise, any items of Tenant's Personal Property, and Tenant may remove the same at any time if approved in writing by Landlord. Should Tenant vacate possession of the Leased Premises on or prior to the expiration of the term, Tenant will, at its expense, restore the Leased Property at the expiration or earlier termination of this Lease to the condition required by Article 5, including repair of all damage to the Leased Property caused by the removal of tenant's Personal Property.

5. REPAIRS; MAINTENANCE OF LEASED PREMISES

5.1. Tenant shall keep the interior of the Leased Premises, which includes, but is not limited to, all electrical, plumbing, and other mechanical installation therein, all doors, and all plate glass and door window glass, in good order and clean and attractive appearance, making all repairs, alteration, replacements, and modifications at its own expense upon written approval of the Landlord. Materials and labor of a kind and quality substantially equal to the original work shall be used. Tenant shall surrender the Leased Premises at the expiration or earlier termination of this Lease in as good a condition as when received, reasonable wear and tear excepted. Landlord shall have no obligation to repair, maintain, alter, replace, or modify the Leased Premises or any part thereof, or any electrical, plumbing, or to the mechanical installation therein. Provided, however, that Landlord shall be responsible for preventative maintenance on the roof and air conditioning and heating systems contained on the Leased Premises. Landlord shall be responsible for any major repairs or replacements on the roof and air conditioning and heating systems contained on the Leased Premises. Landlord shall be responsible for all exterior grounds and landscaping. Tenant shall have the use of City Facilities Maintenance Service Department to be reimbursed at said rate to include personnel, supplies and material cost and any additional expenses incurred by the City

5.2. Tenant will, upon the expiration or prior termination of this Term, vacate and surrender the Leased Property to Landlord in the condition in which the Leased Property was originally received from Landlord, except as repaired, rebuilt, restored, altered or added to as permitted or required by the provisions of this Lease and except for ordinary wear and tear (subject to the obligation of Tenant to maintain the interior of Leased Property in good order and repair during the entire Term of the Lease), damage caused by the negligence or willful acts of Landlord, and damage or destruction described in Article 8.

6. ALTERATIONS

Tenant shall not make any alterations, improvements, or additions to the Leased Premises during the term of the Lease or any extension thereof without first obtaining the written consent of the City Manager's office of the City of Bedford and all required permits. Tenant shall not cut or drill into, or secure any fixture, apparatus, or equipment of any kind to any part of the Leased Premises without first obtaining written consent of Landlord. All such approved alterations, improvements, and additions made by Tenant shall remain upon the Leased Premises at the expiration or earlier termination of the

Lease and shall become the Property of Landlord, unless Landlord shall, prior to such termination, have given written notice to Tenant to remove same in which event Tenant shall remove such alterations, improvements, and additions and restore the Leased Premise to the same good order and condition in which they were at the commencement of the Lease. The foregoing provisions shall not apply to the equipment, trade fixtures and items that do not become common law fixtures, which may be removed by Tenant prior to expiration or sooner termination of the Lease.

7. AFFIRMATIVE COVENANTS OF TENANT

Tenants covenant that they shall:

7.1. comply with the terms of any state or federal statute or local ordinance or regulation applicable to tenant or its use of the Leased Premises, and indemnify and hold the Landlord harmless from penalties, fines, costs, expenses, or damages resulting from its failure to do so;

7.2. comply with the terms and conditions set herein relating to the use, operation, and maintenance of the Leased Premises.

7.3. give to Landlord prompt written notice of any accident, fire, or damage occurring on or to the Leased Premises;

7.4. have no power or authority to create any lien or permit any lien to attach to the Leased Premises, reversion or other estate of Landlord in the Leased Premises and all suppliers, contractors, artisans, mechanics, and laborers and other persons contracting with Tenant with respect to the Leased Premises or any part thereof are hereby charged with notice that the interest of Landlord shall not be subject to liens for improvements made by or on behalf of Tenant. Tenant agrees to do all things necessary to prevent the filing of any mechanic's or other liens against the Leased Premises or any part hereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant, or any part thereof, through or under Tenant. Except as may otherwise be provided herein, if any such lien shall at any time be filed against the Leased Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing of same. If Tenant shall fail to discharge such lien within said period, then, in addition to any other right or remedy of Landlord resulting from Tenant's defaults, Landlord may, but shall not be obligated to, terminate the Lease Agreement and/or discharge the same whether by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law; and

7.5 repay Landlord on demand, all sums disbursed or deposited by Landlord pursuant to the foregoing paragraphs of this Section 7, including reasonable attorney's fees.

7.6 have no authority to sublease the Leased Premises to any one or any

entity, without the prior express written consent of the Landlord. To this end, at the date of execution of this Lease Agreement, the Tenant hereby affirms that it has no sublease agreements with any persons or entities. Any Sublease agreed to by Landlord shall be accompanied by an Assumption Agreement whereby Sub-Lessee shall be liable for all terms and conditions of this Lease.

7.7 properly store all materials and any hazardous materials in accordance with applicable local, state, and federal laws, and in accordance with the recommendation of the City of Bedford Fire Marshal.

7.8 be required to obtain approval of any use of pyrotechnic or explosive devices from the City of Bedford Fire Marshal.

8. DAMAGE TO LEASED PREMISES

8.1. If the Leased Premises shall be damaged by fire or other casualty of the kind insured against in standard policies of fire or property insurance with extended coverage, but are not thereby rendered untenable in whole or in part, Tenant shall promptly, after receipt of the insurance proceeds, cause such proceeds to be turned over in full to Landlord. Provided, however, that if agreed in writing by the Landlord, this Lease Agreement shall automatically terminate and Tenant shall have no obligations to cause such damage to be repaired as described in the paragraph.

8.2 In the event of a partial destruction of the Leased Premises during the term hereof, from any cause, Landlord shall, at its sole discretion, determine whether it will repair the Leased Premises, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate the Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Leased Premises. If such repairs cannot be made within said sixty (60) days, Landlord, at its option, may make the repairs within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Landlord shall not elect to make such repairs which cannot be made within sixty (60) days, the Lease may be terminated at the option of either party. In the event the Leased Premises are destroyed to an extent of not less than one-third (1/3) of the replacement costs thereof, Landlord may elect to terminate the Lease. A total destruction of the Leased Premises shall terminate the Lease.

8.3 Notwithstanding any other provisions in this Lease, Tenant hereby acknowledges that the Leased Premises are in good order and repair, unless otherwise indicated herein.

9. INDEMNIFICATION AND INSURANCE RIGHTS

A. Tenant shall indemnify Landlord and its agents, elected officials, officers, employees and attorneys and save it harmless from and against any and all claims, actions, damages, liability, and expense, including reasonable attorney's fees, in connection with loss of life, personal injury, or damage to property occurring in or about, or arising out of, the Leased Premises, or use thereof, or occasioned wholly or in part by any act, occurrence or commission of Tenant, its agent, subtenants, licenses, contractors, customers or employees. All costs, expenses and reasonable attorney's fees that may be incurred or aid in enforcing the covenants and conditions of the Lease, whether incurred as a result of litigation or otherwise, shall be recovered by the prevailing party from the other party.

B. Tenant shall take out and keep in force during the term hereof, without expense to Landlord with an insurance company, qualified to do business in the State of Texas or other company acceptable to Landlord, comprehensive general public liability insurance, in the name of Tenant and name of Landlord as additional insured against any liability for injury to or death of persons resulting from any occurrence in or about the Leased Premises and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than \$300,000.00 per occurrence in respect of bodily injury and \$1,000,000.00 for property damage. True copies of said policies or certificates thereof showing the premium thereunto have been paid shall be delivered to Landlord upon execution of this Lease Agreement and yearly thereafter throughout the term of this Lease. If Tenant fails to procure and keep in force such insurance, Landlord may procure it, and the cost thereof with interest at the maximum lawful rate shall be payable immediately by Tenant to Landlord or may elect to terminate this Lease Agreement. Such insurance may be provided by a blanket insurance policy covering the Leased Premises, so long as the coverage on the Leased Premises is at all times at least as great as required by this subsection.

C. Tenant shall at all times during the terms hereof, keep in force, at its own expense, any and all insurance it deems sufficient to cover Tenant's personal property within or about the Leased Premises. Tenant and Landlord agree that Landlord shall not be liable for any damage or destruction of Tenant's personal property.

10. TRADE FIXTURES

All trade fixtures installed by Tenant in the Leased Premises shall remain the property of Tenant and shall be removable at the expiration or earlier termination of the Lease or any renewal or extension thereof, provided Tenant shall not at such time be in default of any provision herein; and, provided further, that in the event of such removal, Tenant shall have repaired the damaged caused by such removal, and promptly restored the Leased Premises to its original order and condition. Any such trade fixture not removed at or prior to such termination shall become the property of Landlord. Light

fixtures and air conditioning/heating and plumbing equipment, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination of the Lease, or at the expiration of any renewal or extension thereof, and shall become the property of Landlord.

11. SURRENDER AND HOLDING OVER

11.1. Tenant, upon expiration or termination of the Lease, either by lapse of time or otherwise, shall peaceably surrender to Landlord the Leased Premises in broom-clean condition and in good repair as required in the Lease.

11.2. If Tenant remains in possession of the Leased Premises with Landlord's written consent, Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month to month, but otherwise subject to all the covenants and conditions of the Lease.

12. FORCE MAJEURE

In the event that Landlord or Tenant shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any matters beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delay, the doing or performing of such act or thing shall be extended for a period equivalent to the period of such delay, and this Lease and the obligations of the other party to perform and comply with all of the terms and provisions of this Lease shall in no way be affected, impaired, or excused.

13. LANDLORD'S ACCESS TO LEASED PREMISES

At all times the Landlord shall have access to the Leased Premises (including all buildings) for the purpose of site assessment, surveying, environmental testing, clean-up, or any other reason deemed appropriate by Landlord. Landlord agrees to use all reasonable efforts to not interfere with Tenant's use of the Leased Premises.

14. EVENT OF DEFAULT

The occurrence of the following shall, constitute an event of default hereunder:

A. Tenant's failure to perform or observe any provision of the Lease, after written notice and demand, provided that, if such failure is of such a character as not to permit immediate compliance in the opinion of Landlord, then Tenant's failure to proceed diligently and immediately upon receipt of notice to commence the cure of such failure, and thereafter to complete such cure with all reasonable dispatch within twenty (20) days after written notice from Landlord; provided, however, that if, after exercise of due diligence and its best efforts to cure such default, Tenant is unable to do so within the twenty (20) day period, then the curing period shall be extended for such reasonable time as may be approved by Landlord for curing such default, so long as Tenant

continues to diligently prosecute to completion the curing of the default, which in no event shall exceed forty-five (45) days unless specifically agreed to in writing by Landlord; and

15. LANDLORD'S REMEDIES UPON DEFAULT BY TENANT

Upon the occurrence of an event of default, Landlord, at its option, may at such times as it may determine, concurrently or successively, as their exclusive remedy:

15.1 In the event of default by Tenant Landlord may order Tenant to take whatever steps are necessary to correct the default. In the event the default is not cured within the time framework established in 14 A above, the Landlord shall at its sole option correct the default and charge Tenant accordingly, or Landlord may at its option terminate the Lease by giving Tenant ten (10) days written notice in the event the default is not cured.

15.2 If Tenant shall abandon or surrender the Leased Premises by process of law or otherwise, any property of Tenant left on the Leased Premises shall be deemed to be abandoned but Tenant shall remain liable to Landlord for all cost, loss, damage and expense incurred by Landlord for the removal of such property from the Leased Premises and for the repair of any damage to the Leased Premises caused by such removal.

15.3 On the termination of the lease term if Tenant has not vacated or if no extension has been agreed to, Landlord may evict Tenant by any and all lawful means.

16. LANDLORD'S RIGHT TO CURE

If Tenant shall fail to perform any act required to be made or performed under this Lease and to cure the same within the relevant time periods Landlord, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act of the account and at the expense of Tenant, and may, to the extent permitted by law, enter upon the Leased Property for such purpose and take all such action thereon as, in Landlord's opinion, may be necessary or appropriate therefore. No such entry shall be deemed an eviction of Tenant. All sums so paid by Landlord and all costs and expenses (including without limitation, reasonable attorney's fees and expense, in each case, to the extent permitted by law) shall survive the expiration or earlier termination of this lease and shall be payable by Tenant within ten (10) days of receipt of written notice.

17. AUTHORITY

All persons executing the Lease on behalf of Tenant have been authorized to execute the Lease by such Tenant. Evidence of such authority shall be provided upon request.

18. LIABILITY OF LANDLORD

18.1 If Landlord shall breach any covenant to be performed by it under this Lease, Tenant, after thirty (30) days notice to and demand upon Landlord, shall as its exclusive legal remedy terminate this lease and vacate the Leased Premises.

18.2 Tenant shall be in exclusive control and possession of the Leased Premises, and Landlord shall not be liable for any injury or damages to any property or to any person on or about the Leased Premises, nor for any injury or damage to any property of Tenant.

19. TIME OF THE ESSENCE

Time is of the essence in all provisions of this Lease

20. QUIET ENJOYMENT

Landlord warrants that Tenant shall be granted peaceful and quiet enjoyment of the Leased Premises free from any eviction or interference by Landlord provided Tenant fully and punctually performs and complies with the terms, conditions, and provisions of this Lease.

21. INVALID PROVISIONS

If any provision of the Lease shall be determined to be void by any court of competent jurisdiction or by any law enacted subsequent to the date hereof, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect.

22. ASSIGNMENT

Neither party shall have the right to assign this agreement to any other party without the written consent of the other party, which shall not be unreasonably withheld.

23. NOTICES

All notices, requests, consents and other communications required or permitted under this Lease shall be in writing (including telex, facsimile and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or overnight courier service, faxed or telecommunicated (with original to follow by overnight commercial courier for delivery on the next business day), or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to the parties as follows:

If to Landlord: City of Bedford, Texas
Attention: City Manager
2000 Forest Ridge Drive
Bedford, Texas 76021-1895

with copies to:

BOYLE & LOWRY, L.L.P.
4201 Wingren, Suite 108
Irving, Texas 75062-2763

If to Tenant: ONSTAGE
2819 Forest Ridge Drive
Bedford, Texas 76021

24. VENUE

Landlord Tenant agrees to venue in Tarrant County, Texas.

Executed this ____ day of _____, 2016.

Landlord: City of Bedford, Texas

By: _____
Roger Gibson
City Manager

Tenant: ONSTAGE

By: _____
Mike Hathaway
President

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____,
2016, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____,
2016, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public



Council Agenda Background

PRESENTER: Jeff Florey, Tourism Program Coordinator

DATE: 12/13/16

Council Mission Area: Support and develop arts and culture in Bedford.

ITEM:

Consider a resolution authorizing the City Manager to enter into a one-year lease agreement with Arts Council Northeast relative to the Trinity Arts Building located within the Bedford Boys Ranch Park.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

This item is an annual lease agreement between Arts Council Northeast and the City of Bedford relative to the Trinity Arts Building. There are no changes from the previous year's agreement. The terms of the lease include:

- \$10 per year for rent;
- Arts Council Northeast will reimburse the City for all utility expenses;
- Arts Council Northeast is responsible for the maintenance on the interior of the building and the City is responsible for exterior maintenance and mechanical.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a one-year lease agreement with Arts Council Northeast relative to the Trinity Arts Building located within the Bedford Boys Ranch Park.

FISCAL IMPACT:

Revenue of \$10 rent to the General Fund

ATTACHMENTS:

Resolution
Lease Agreement

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR LEASE AGREEMENT WITH ARTS COUNCIL NORTHEAST RELATIVE TO THE TRINITY ARTS BUILDING LOCATED WITHIN THE BEDFORD BOYS RANCH PARK.

WHEREAS, the City Council of Bedford, Texas recognizes that the Trinity Arts Building provides a place for many cultural and art programs for Northeast Tarrant County; and,

WHEREAS, the written agreement between the City of Bedford and the Arts Council Northeast relative to the property needs to be renewed; and,

WHEREAS, the City Council of Bedford, Texas has determined that the lease be approved and authorizes the City Manager to enter into an agreement relative to that proposal.

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 approve a one-year lease agreement and authorize the City Manager to enter into a contract with Arts Council Northeast in the amount of \$10.00 for one year, with the option to renew the lease hereafter for one year, provided the tenant not be in default of any term of condition of the lease.

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

PRESENTED AND PASSED this 13th day of December 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

LEASE AGREEMENT

Between

**City of Bedford, Texas
as Landlord**

And

**Arts Council Northeast
as Tenant**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of the _____ day of _____, 2016, by and between the City of Bedford, Texas (herein called "Landlord"), and Arts Council Northeast, (herein called "Tenant").

In consideration of the covenants and agreements hereafter reserved and contained on the part of Tenant to be observed and performed, the Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain Leased Premises described as follows:

Trinity Arts Building
2819 R. D. Hurt Parkway
Bedford, Texas 76021

The subject property herein called the "Leased Premises" or the "Leased Property". Tenant shall use the Leased Premises for visual and performing arts, humanities, and related functions and, in addition, can be used for community meetings for the residents of the City of Bedford, and for no other purpose unless Landlord agrees in writing. Further, any uses of full or partial nudity by the Tenant must be approved in advance by the City Manager's office of the City of Bedford.

1. GENERAL PROVISIONS

- (a) Landlord's Address: 2000 Forest Ridge Drive
Bedford, Texas 76021-1895
- (b) Tenant's Address: 2819 R. D. Hurt Parkway
Bedford, Texas 76021
- (c) The term of the Lease shall commence on the date of its execution and shall expire one (1) year from the date of execution, (the "Expiration Date"). The tenant will have the option to renew the lease hereafter for one year, provided the Tenant is not in default of any term of condition of the Lease. The tenant will submit a written request to renew at least thirty (30) days prior to the Expiration Date. If the Tenant does not wish to renew the contract the Tenant shall fully vacate and abandon the Leased Property no later than the Expiration Date. Notwithstanding the foregoing, either Landlord or Tenant may terminate this Lease, with or without cause, by giving the other party one hundred and eighty (180) days written notice.
- (d) Tenant shall pay the landlord \$10.00 per lease period payable on the date of execution of each lease.
- (e) All applications and connections for necessary utilities and services on the Leased Premises shall be made by and in the name of Landlord only,

including water, sewer, gas, electric and trash removal. Tenant, shall reimburse the actual cost of utility charges to Landlord on a monthly basis. Tenant shall be responsible for all telecommunications facilities and equipment.

- (f) Tenant shall produce and maintain a constructive arts educational program and performances open to residents of the CITY OF BEDFORD and other surrounding areas. Nominal fees will be set by the Tenant and approved by the Landlord for such activities, performances, and all space utilization in order to recover production costs as well as the maintenance and repair of the property.
- (g) Tenant shall encourage Cultural and Arts programs with the area schools, cities, libraries, and other arts and non-profit organizations.
- (h) Tenant shall not offer or schedule any use or programs at the Leased Premises from July 1 through July 7 of each lease year without first being reviewed by City staff.

2. TENANT'S PERSONAL PROPERTY

All machinery, equipment, furniture, furnishings, movable walls or partitions, computers, trade fixtures or other personal property, and consumable inventory and supplies, owned by and used or useful in Tenant's business on the Leased Property, including without limitation, all items of furniture, furnishings, equipment, supplies and inventory, and Tenant's accounts receivable and operating licenses, if any, is included within the definition of tenant's Personal Property.

3. TAXES - Tenant shall pay all personal and personal business property taxes assessed against the Leased Premises. Landlord shall pay real property ad valorem taxes, if any, against the Leased Premises, for taxes accruing as of the commencement date of the Lease Agreement.

4. TENANT'S USE AND REMOVAL OF PERSONAL PROPERTY

Tenant may, at its expense, install, affix or assemble or place on the Leased Premise, any items of Tenant's Personal Property, and Tenant may remove the same at any time if approved in writing by Landlord. Should Tenant vacate possession of the Leased Premises on or prior to the expiration of the term, Tenant will, at its expense, restore the Leased Property at the expiration or earlier termination of this Lease to the condition required by Article 5, including repair of all damage to the Leased Property caused by the removal of tenant's Personal Property.

5. REPAIRS; MAINTENANCE OF LEASED PREMISES

5.1. Tenant shall keep the interior of the Leased Premises, which includes, but

is not limited to, all electrical, plumbing, and other mechanical installation therein, all doors, and all plate glass and door window glass, in good order and clean and attractive appearance, making all repairs, alteration, replacements, and modifications at its own expense upon written approval of the Landlord. Materials and labor of a kind and quality substantially equal to the original work shall be used. Tenant shall surrender the Leased Premises at the expiration or earlier termination of this Lease in as good a condition as when received, reasonable wear and tear excepted. Landlord shall have no obligation to repair, maintain, alter, replace, or modify the Leased Premises or any part thereof, or any electrical, plumbing, or to the mechanical installation therein. Provided, however, that Landlord shall be responsible for preventative maintenance on the elevator, roof and air conditioning and heating systems contained on the Leased Premises. Landlord shall be responsible for any major repairs or replacements on the elevator, roof and air conditioning and heating systems contained on the Leased Premises. Landlord shall be responsible for all exterior grounds and landscaping. Tenant shall have the use of City Facilities Maintenance Service Department to be reimbursed at said rate to include personnel, supplies and material cost and any additional expenses incurred by the City.

5.2. Tenant will, upon the expiration or prior termination of this Term, vacate and surrender the Leased Property to Landlord in the condition in which the Leased Property was originally received from Landlord, except as repaired, rebuilt, restored, altered or added to as permitted or required by the provisions of this Lease and except for ordinary wear and tear (subject to the obligation of Tenant to maintain the interior of Leased Property in good order and repair during the entire Term of the Lease), damage caused by the negligence or willful acts of Landlord, and damage or destruction described in Article 8.

6. ALTERATIONS

Tenant shall not make any alterations, improvements, or additions to the Leased Premises during the term of the Lease or any extension thereof without first obtaining the written consent of Landlord and all required permits. Tenant shall not cut or drill into, or secure any fixture, apparatus, or equipment of any kind to any part of the Leased Premises without first obtaining written consent of Landlord. All such approved alterations, improvements, and additions made by Tenant shall remain upon the Leased Premises at the expiration or earlier termination of the Lease and shall become the Property of Landlord, unless Landlord shall, prior to such termination, have given written notice to Tenant to remove same in which event Tenant shall remove such alterations, improvements, and additions and restore the Leased Premise to the same good order and condition in which they were at the commencement of the Lease. The foregoing provisions shall not apply to the equipment, trade fixtures and items that do not become common law fixtures, which may be removed by Tenant prior to expiration or sooner termination of the Lease.

7. AFFIRMATIVE COVENANTS OF TENANT

Tenants covenant that they shall:

7.1. comply with the terms of any state or federal statute or local ordinance or regulation applicable to tenant or its use of the Leased Premises, and indemnify and hold the Landlord harmless from penalties, fines, costs, expenses, or damages resulting from its failure to do so;

7.2. comply with the terms and conditions set herein relating to the use, operation, and maintenance of the Leased Premises.

7.3. give to Landlord prompt written notice of any accident, fire, or damage occurring on or to the Leased Premises;

7.4. have no power or authority to create any lien or permit any lien to attach to the Leased Premises, reversion or other estate of Landlord in the Leased Premises and all suppliers, contractors, artisans, mechanics, and laborers and other persons contracting with Tenant with respect to the Leased Premises or any part thereof are hereby charged with notice that the interest of Landlord shall not be subject to liens for improvements made by or on behalf of Tenant. Tenant agrees to do all things necessary to prevent the filing of any mechanic's or other liens against the Leased Premises or any part hereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant, or any part thereof, through or under Tenant. Except as may otherwise be provided herein, if any such lien shall at any time be filed against the Leased Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing of same. If Tenant shall fail to discharge such lien within said period, then, in addition to any other right or remedy of Landlord resulting from Tenant's defaults, Landlord may, but shall not be obligated to, terminate the Lease Agreement and/or discharge the same whether by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law; and

7.5. repay Landlord on demand, all sums disbursed or deposited by Landlord pursuant to the foregoing paragraphs of this Section 7, including reasonable attorney's fees;

7.6. have no authority to sublease, or allow the use of, the Leased Premises to any other party, without the prior express written consent of the Landlord, through its designated agent, the City Manager or designee. To that end, Tenant affirms that Tenant has no sublease agreement with any person or entities. Further, Tenant agrees that should Landlord approve a sublease, Tenant will cause the Sub-Lessee to sign a Lease Agreement with the city and that Tenant and Sub-Lessee shall be jointly and severally liable for all terms and conditions of the Lease.

7.7. be allowed to receive revenue from Sublease agreements, class fees and other reimbursements for use of the facility, with prior express written consent of the

Landlord as stated in Section 7.6 above; providing however, that the total amount of revenue received for use of the facility does not exceed 75% of the costs incurred by Tenant for building maintenance and operations. Tenant shall provide to Landlord an annual report on building related expenses and revenue recovery within sixty (60) days of fiscal year end. Landlord shall be authorized to audit those expenses and revenue recovery upon request;

7.8. properly store all materials and any hazardous materials in accordance with applicable local, state, and federal laws, and in accordance with the recommendation of the City of Bedford Fire Marshal; and,

7.9. be required to obtain approval of any use of pyrotechnic or explosive devices from the City of Bedford Fire Marshal.

8. DAMAGE TO LEASED PREMISES

8.1. If the Leased Premises shall be damaged by fire or other casualty of the kind insured against in standard policies of fire or property insurance with extended coverage, but are not thereby rendered untenable in whole or in part, Tenant shall promptly, after receipt of the insurance proceeds, cause such proceeds to be turned over in full to Landlord. Provided, however, that if agreed in writing by the Landlord, this Lease Agreement shall automatically terminate and Tenant shall have no obligations to cause such damage to be repaired as described in the paragraph.

8.2. In the event of a partial destruction of the Leased Premises during the term hereof, from any cause, Landlord shall, at its sole discretion, determine whether it will repair the Leased Premises, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate the Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Leased Premises. If such repairs cannot be made within said sixty (60) days, Landlord, at its option, may make the repairs within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Landlord shall not elect to make such repairs which cannot be made within sixty (60) days, the Lease may be terminated at the option of either party. In the event the Leased Premises are destroyed to an extent of not less than one-third (1/3) of the replacement costs thereof, Landlord may elect to terminate the Lease. A total destruction of the Leased Premises shall terminate the Lease.

8.3. Notwithstanding any other provisions in this Lease, Tenant hereby acknowledges that the Leased Premises are in good order and repair, unless otherwise indicated herein.

9. INDEMNIFICATION AND INSURANCE RIGHTS

A. Tenant shall indemnify Landlord and its agents, elected officials, officers, employees and attorneys and save it harmless from and against any and all claims, actions, damages, liability, and expense, including reasonable attorney's fees, in connection with loss of life, personal injury, or damage to property occurring in or about, or arising out of, the Leased Premises, or use thereof, or occasioned wholly or in part by any act, occurrence or commission of Tenant, its agent, subtenants, licenses, contractors, customers or employees. All costs, expenses and reasonable attorney's fees that may be incurred or aid in enforcing the covenants and conditions of the Lease, whether incurred as a result of litigation or otherwise, shall be recovered by the prevailing party from the other party.

B. Tenant shall take out and keep in force during the term hereof, without expense to Landlord with an insurance company, qualified to do business in the State of Texas or other company acceptable to Landlord, comprehensive general public liability insurance, in the name of Tenant and name of Landlord as additional insured against any liability for injury to or death of persons resulting from any occurrence in or about the Leased Premises and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than \$300,000.00 per occurrence in respect of bodily injury and \$1,000,000.00 for property damage. True copies of said policies or certificates thereof showing the premium thereunto have been paid shall be delivered to Landlord upon execution of this Lease Agreement and yearly thereafter throughout the term of this Lease. If Tenant fails to procure and keep in force such insurance, Landlord may procure it, and the cost thereof with interest at the maximum lawful rate shall be payable immediately by Tenant to Landlord or may elect to terminate this Lease Agreement. Such insurance may be provided by a blanket insurance policy covering the Leased Premises, so long as the coverage on the Leased Premises is at all times at least as great as required by this subsection.

C. Tenant shall at all times during the terms hereof, keep in force, at its own expense, any and all insurance it deems sufficient to cover Tenant's personal property within or about the Leased Premises. Tenant and Landlord agree that Landlord shall not be liable for any damage or destruction of Tenant's personal property.

10. TRADE FIXTURES

All trade fixtures installed by Tenant in the Leased Premises shall remain the property of Tenant and shall be removable at the expiration or earlier termination of the Lease or any renewal or extension thereof, provided Tenant shall not at such time be in default of any provision herein; and, provided further, that in the event of such removal, Tenant shall have repaired the damaged caused by such removal, and promptly restored the Leased Premises to its original order and condition. Any such trade fixture not removed at or prior to such termination shall become the property of Landlord. Light fixtures and air conditioning/heating and plumbing equipment, whether or not installed

by Tenant, shall not be removable at the expiration or earlier termination of the Lease, or at the expiration of any renewal or extension thereof, and shall become the property of Landlord.

11. SURRENDER AND HOLDING OVER

11.1. Tenant, upon expiration or termination of the Lease, either by lapse of time or otherwise, shall peaceably surrender to Landlord the Leased Premises in broom-clean condition and in good repair as required in the Lease.

11.2. If Tenant remains in possession of the Leased Premises with Landlord's written consent, Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month to month, but otherwise subject to all the covenants and conditions of the Lease.

12. FORCE MAJEURE

In the event that Landlord or Tenant shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any matters beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delay, the doing or performing of such act or thing shall be extended for a period equivalent to the period of such delay, and this Lease and the obligations of the other party to perform and comply with all of the terms and provisions of this Lease shall in no way be affected, impaired, or excused.

13. LANDLORD'S ACCESS TO LEASED PREMISES

At all times the Landlord shall have access to the Leased Premises (including all buildings) for the purpose of site assessment, surveying, environmental testing, clean-up, or any other reason deemed appropriate by Landlord. Landlord agrees to use all reasonable efforts to not interfere with Tenant's use of the Leased Premises.

14. EVENT OF DEFAULT

The occurrence of the following shall, constitute an event of default hereunder:

A. Tenant's failure to perform or observe any provision of the Lease, after written notice and demand, provided that, if such failure is of such a character as not to permit immediate compliance in the opinion of Landlord, then Tenant's failure to proceed diligently and immediately upon receipt of notice to commence the cure of such failure, and thereafter to complete such cure with all reasonable dispatch within twenty (20) days after written notice from Landlord; provided, however, that if, after exercise of due diligence and its best efforts to cure such default, Tenant is unable to do so within the twenty (20) day period, then the curing period shall be extended for such reasonable time as may be approved by Landlord for curing such default, so long as Tenant

continues to diligently prosecute to completion the curing of the default, which in no event shall exceed forty-five (45) days unless specifically agreed to in writing by Landlord; and

15. LANDLORD'S REMEDIES UPON DEFAULT BY TENANT

Upon the occurrence of an event of default, Landlord, at its option, may at such times as it may determine, concurrently or successively, as their exclusive remedy:

15.1. In the event of default by Tenant Landlord may order Tenant to take whatever steps are necessary to correct the default. In the event the default is not cured within the time framework established in 14 A above, the Landlord shall at its sole option correct the default and charge Tenant accordingly, or Landlord may at its option terminate the Lease by giving Tenant ten (10) days written notice in the event the default is not cured.

15.2. If Tenant shall abandon or surrender the Leased Premises by process of law or otherwise, any property of Tenant left on the Leased Premises shall be deemed to be abandoned but Tenant shall remain liable to Landlord for all cost, loss, damage and expense incurred by Landlord for the removal of such property from the Leased Premises and for the repair of any damage to the Leased Premises caused by such removal.

15.3. On the termination of the lease term if Tenant has not vacated or if no extension has been agreed to, Landlord may evict Tenant by any and all lawful means.

16. LANDLORD'S RIGHT TO CURE

If Tenant shall fail to perform any act required to be made or performed under this Lease and to cure the same within the relevant time periods Landlord, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act of the account and at the expense of Tenant, and may, to the extent permitted by law, enter upon the Leased Property for such purpose and take all such action thereon as, in Landlord's opinion, may be necessary or appropriate therefore. No such entry shall be deemed an eviction of Tenant. All sums so paid by Landlord and all costs and expenses (including without limitation, reasonable attorney's fees and expense, in each case, to the extent permitted by law) shall survive the expiration or earlier termination of this lease and shall be payable by Tenant within ten (10) days of receipt of written notice.

17. AUTHORITY

All persons executing the Lease on behalf of Tenant have been authorized to execute the Lease by such Tenant. Evidence of such authority shall be provided upon request.

Bedford, Texas 76021-1895

with copies to:

BOYLE & LOWRY, L.L.P.
4201 Wingren, Suite 108
Irving, Texas 75062-2763

If to Tenant: Arts Council Northeast
2819 R. D. Hurt Parkway
Bedford, Texas 76021

24. VENUE

Landlord Tenant agrees to venue in Tarrant County, Texas.

Executed this ____ day of _____, 2016.

Landlord: City of Bedford, Texas

By: _____
Roger Gibson
City Manager

Tenant: Arts Council Northeast

By: _____
Lee Koch
President

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the ____ day of _____,
2016, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____, 2016, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

ITEM #15 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.