

AGENDA

**Regular Meeting of the Bedford City Council
Tuesday, October 23, 2012
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>**

WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Per the request of Council to receive information, the Arts Council Northeast will present their request to extend their current lease at the Trinity Arts building.
- Receive update on Economic Development. ***Item requested by Councilmember Patricia Nolan

EXECUTIVE SESSION

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

- Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property relative to Block 6, Lots 8 and 9 Oak Grove Estates.
- Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot A1, Dallas Federal Addition.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Senior Pastor Marty Akins, First Baptist Church of Bedford)

PLEDGE OF ALLEGIANCE

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Employee service recognition.
2. Proclamation recognizing October 23-21, 2012, as National Red Ribbon Week.

PERSONS TO BE HEARD

3. The following individuals have requested to speak to the Council tonight under Persons to be Heard.
 - a) Teresa LaMacchia, 1912 Highland Drive, Bedford, TX – Requested to speak to the Council regarding a fence permit that was approved then revoked for the StoneCourt Homeowner’s Association.
 - b) Alex Calo, 3160 Harwood Road, Bedford, TX – Requested to speak to the Council regarding the City Sign Ordinance, specifically “Prohibited Signs”.

APPROVAL OF THE MINUTES

4. Consider approval of the following City Council minutes:
 - a) October 9, 2012 regular meeting

OLD BUSINESS

5. Consider a resolution of the City Council of the City of Bedford, Texas amending 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 Denali Properties, Inc.

NEW BUSINESS

6. Consider an ordinance amending Chapter 22. “Building and Building Regulations”, Article XIII. “Fences”, Section 22-554. “Definitions”, Section 22-558. “Maintenance”, and Section 22-559. “Construction Prohibited”, of the City of Bedford Code of Ordinances; providing a savings clause; providing a severability clause; and providing an effective date.
7. Consider an ordinance amending Chapter 54. “Environment”, Article III-Nuisances, Section 54-68 (16) “Declaration of Nuisance”, Section 54-70 (3) “Disposal, Trash and Debris”, Section 54-73 (3) “Notice to Abate Violation; Failure to Comply; Correction by City”, of the City of Bedford Code of Ordinances; providing a savings clause; providing a severability clause; and providing an effective date.
8. Consider an ordinance amending Chapter 6. “Advertising”, Article III-Signs, Section 6 of the Code of Ordinances as amended, amending Section 6-67. “Definitions”, amending Section 6-70 “Special Sign Types”, of the City of Bedford Code of Ordinances; providing for an Exhibit “A” being amendments to the City of Bedford Sign Regulations; providing a savings clause; providing a severability clause; and providing an effective date.
9. Consider an ordinance amending the City of Bedford Code of Ordinances Appendix A, Schedule of Fees, by updating fees imposed by the City for processing customer transactions online and for the provision of certain services; containing a savings clause; repealing all ordinances in conflict herewith; and providing for an effective date.
10. Consider a resolution authorizing the City Manager to enter into a non-exclusive distribution agreement with the North Texas Tollway Authority for the right to offer and issue TollTag® transponders to the traveling public at specific locations within the City of Bedford.
11. Consider a resolution authorizing the City Manager to enter into an Interlocal Cooperation Contract with the Texas Department of Public Safety for the purpose of participating in an automated failure to appear (FTA) program in accordance with Section 706.008 of the Texas Transportation Code.

12. Consider a resolution authorizing the City Manager to purchase a Weiler P385 asphalt paver in the amount of \$156,832 from Holt Cat through the BuyBoard Cooperative Purchasing Agreement.
13. Consider a resolution authorizing the City Manager to purchase a Battery Operated LED Light Tower System from Light Towers USA in the amount of \$15,658.
14. Consider a resolution authorizing the City Manager to enter into an agreement with Tarrant County and to recommend to the County to accept the bid and award a contract to PC Contractors, LLC in the amount of \$96,544.17 for the City of Bedford 38th Year Community Development Block Grant (CDBG) Sanitary Sewer Improvements Project (Memphis Drive/Central Drive).
15. Consider a resolution authorizing the City Manager to purchase a replacement Toro Ground Master 7200/72 in the amount of \$17,950.82 through the Buy Board Cooperative Purchasing Program.
16. Consider a resolution authorizing the City Manager to purchase a replacement 2013 Chevrolet 2500HD Silverado Extended Cab CC20953 in the amount of \$21,737 through the Buy Board Cooperative Purchasing Program.
17. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Control Board – Councilmember Olsen
 - ✓ Animal Shelter Advisory Board - Councilmember Olsen
 - ✓ Beautification Commission – Councilmember Turner
 - ✓ Community Affairs Commission - Councilmember Boyter
 - ✓ Cultural Commission - Councilmember Nolan
 - ✓ Library Board – Councilmember Brown
 - ✓ Parks & Recreation Board - Councilmember Davisson
 - ✓ Senior Citizen Advisory Board - Councilmember Turner
 - ✓ Teen Court Advisory Board - Councilmember Olsen

18. Council member reports

19. City Manager/Staff Reports

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

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

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, October 19, 2012 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Amanda Jacobs, Assistant City Secretary

Date Notice Removed

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



Council Agenda Background

PRESENTER: Beverly Griffith, City Manager
Lee Koch, President Arts Council NE

DATE: 10/23/12

Work Session

ITEM:

Per request of Council to receive information, the Arts Council Northeast will present their request to extend their current lease at the Trinity Arts building.

City Manager Review: _____

DISCUSSION:

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Patricia Nolan, Councilmember

DATE: 10/23/12

Work Session

ITEM:

Receive an update on Economic Development. ***Item requested by Councilmember Patricia Nolan

City Manager Review: _____

DISCUSSION:

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Beverly Griffith, City Manager

DATE: 10/23/12

Council Recognition

ITEM:

Employee Service Recognition

City Manager Review: _____

DISCUSSION:

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

- | | | |
|-------------------|--------|--------------------|
| • Hiroko Laukhuf | 5 yr. | Police Department |
| • Dwaine Streger | 5 yr. | Public Services |
| • Charteka Webb | 5 yr. | Police Department |
| • Tracy Robertson | 5 yr. | Police Department |
| • Amy Bourquin | 5 yr. | Community Services |
| • Shane Bean | 10 yr. | Police Department |
| • Michael Green | 15 yr. | Public Services |
| • William Cooper | 20 yr. | Support Services |
| • Leslie Moore | 25 yr. | Community Services |

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 10/23/12

Council Recognition

ITEM:

Proclamation recognizing October 23 – 31, 2012, as National Red Ribbon Week.

City Manager Review: _____

DISCUSSION:

The initial tradition of donning red ribbons began in 1985 and was established by Congress in 1988. The tradition was initiated in California as a tribute to Drug Enforcement Administration Agent Enrique Camarena, who was brutally tortured and murdered by a Mexican drug cartel. Today, the nationwide celebration brings millions of people together to raise awareness of the dangers of alcohol, tobacco and other drugs, and to encourage prevention, early intervention, and treatment services. It is the largest, most visible prevention awareness campaign observed annually in the United States.

Deputy Police Chief Eric Griffin and Technical Sergeant Randy Gardner will be accepting this proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

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

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

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

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

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

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim October 23-31, 2012 as:

National Red Ribbon Week

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

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
23rd day of October, 2012.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: See below

DATE: 10/23/12

Persons to be Heard

ITEM:

- a) Teresa LaMacchia, 1912 Highland Drive, Bedford, TX – Requested to speak to the Council regarding a fence permit that was approved then revoked for the StoneCourt Homeowner’s Association.
- b) Alex Calo, 3160 Harwood Road, Bedford, TX – Requested to speak to the Council regarding the City Sign Ordinance, specifically “Prohibited Signs”.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letters of Request

From: Teresa LaMacchia [REDACTED]
Sent: Wednesday, October 10, 2012 7:39 AM
To: Wells, Michael
Subject: City Council Meeting for 10/23/12

Michael,

I am requesting to be put on the agenda for the next city council meeting.

I reside at 1912 Highland Drive, Bedford.

Reason for request is for the fence permit that was approved and then revoked for the StoneCourt HOA. I am a homeowner in the HOA as well as the President of the HOA.

Thank you.

Teresa LaMacchia, PHR
Human Resources Manager
SRF Personnel, Inc./Myan Management Group, LLC.
520 Silicon Drive
Southlake, TX 76092
[REDACTED] Direct Line
817-442-8200 x 1116
817-251-9920 Fax
[REDACTED]

From: Alex Calo [REDACTED]
Sent: Wednesday, October 17, 2012 10:08 AM
To: Wells, Michael
Subject: Request to meet with City Council

Dear Sir:

I would like to get included in the City Council meeting agenda scheduled on Wednesday 10/23.

I would like to speak to the Council regarding the City Sign Ordinance, which specifies "Prohibited Signs". I just opened a new store "Town & Country Cleaners" on Oct.1, 2012. When I requested for grand opening permit, I was told we can install all the "bells and whistles" to attract attention to our store. I then invested on \$350.00 swooper flags among other items that I installed outside our store. Then a few days later, a city official said these type flags are not allowed. I would like to address this issue with the Council.

Hope to be included in the agenda. If so, kindly provide me with details on what to prepare.

Respectfully,
Alex Calo
Town & Country Cleaners
3160 Harwood Rd, Bedford
[REDACTED]



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 10/23/12

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) October 9, 2012 regular meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

October 9, 2012 regular meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:30 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 9th day of October, 2012 with the following members present:

Jim Griffin	Mayor
Michael Boyter	Council Members
Chris Brown	
Jim Davisson	
Patricia Nolan	
Sherry Olsen	
Roy W. Turner	

constituting a quorum.

Staff present included:

Beverly Griffith	City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Roger Gibson	Police Chief
Russell Hines	Building Official
John Kubala	Public Works Director
Mirenda McQuagge-Walden	Managing Director of Community Services
Jacquelyn Reyff	Planning Manager
Bill Syblon	Development Director

WORK SESSION

Mayor Griffin called the Work Session to order at 5:31 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: 3, 13, 14, 15, 16, 17, 18, 19, 21 and 22.

- **Discussion and receive Council direction on possible amendments to Code Enforcement ordinances.**

Councilmember Olsen discussed items she has observed since she has been on Council and the different things the City is doing to tie up Code Enforcement ordinances and being more transparent to the community. She displayed the City of Arlington's website, specifically the Code Enforcement and Dangerous and Substandard Structures webpages. Both pages display before and after pictures of what that City is doing as well as what cases they are currently working and completed. She stated that staff is reviewing B-Service to see how something like that could be implemented. Ms. Olsen discussed concerns from a citizen about an assisted living facility in their neighborhood and that other cities have ordinances in place regarding the number of non-related persons living in a home. She also discussed hoarding issues outside of a residence, which is becoming more and more of a problem and the City should look at modifying ordinances and being more proactive. Building Official Russell Hines stated that the current Nuisance Ordinance addresses that very issue. Mr. Hines and Council discussed issues related to houses on Murphy Drive having items in their backyards, including vehicles not being parked on all-weather surfaces, and what actions Code Enforcement has taken in regards to these properties.

Ms. Olsen discussed other items found on the City of Arlington's website including opportunities for training citizen volunteers to report code enforcement issues on a weekly or monthly basis as well as recruiting city management. She also displayed pictures of her neighborhood showing trash being out before 7:00 p.m. and motor homes parked in backyards where they are visible. Mr. Hines stated that there is no ordinance regarding screening recreational vehicles from public view and that they do not have to be parked on an all weather surface in the back or side yard if they have a six-foot high fence. Council discussed whether it should be a violation if there is something in the backyard behind a fence or a gate but that is still visible.

Councilmember Davisson discussed controlling city-wide the aesthetics on buildings that are put up or redone so that they do not have a building that they find objectionable. City Attorney Stan Lowry stated that the key is clarity and to avoid creating ordinances that are subjective. He stated that instead of approaching it city-wide, that it should be approached zoning district by zoning district. Items like a color and material palettes, signage and height requirements would need to be stated specifically in the ordinance. If Council is interested, he suggested Council direct staff to look at retail corridor and office building design standards. Council discussed having staff look at this issue and come back with suggestions; starting with the commercial properties along Highway 183 and then moving into the core; directing this process at retail properties; and having a full-day work session with the staff from Planning as well as legal help. Council was of the consensus for staff to start this process by putting together broad parameters for the Highway 183 corridor and moving to a longer term work session.

In regards to the maximum number of non-related persons living in a residence, Council will adjourn into Executive Session at the end of the meeting to discuss this item.

In regards to hoarding and vehicles, Police Chief Roger Gibson stated that the Police Department has taken over all issues related to vehicles. Those ordinances may need to be revisited as they are old. Council and staff discussed the Nuisance and Vehicle ordinances; situations where staff cannot enforce the laws that are on the books; updating antiquated ordinances; and keeping Council's concerns in mind when staff updates ordinances.

Council discussed that when staff brings to Council options in regards to ordinances and the additional funding for code enforcement issues, examining the possibility of adding citizen volunteers to that process. Council was of the consensus for staff to explore cost effective methods of enhancing what is displayed on the City's website in regards to what the City is working on in terms of code enforcement.

Mayor Griffin adjourned the Work Session at 6:50 p.m.

EXECUTIVE SESSION:

Council was unable to meet in Executive Session prior to the start of the Regular Session.

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

- **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 – code enforcement processes and procedures.**

Council convened into Executive Session pursuant to Texas Government Code 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 – code enforcement processes and procedures at approximately and the max allowable non-family living in a residence at approximately 7:51 p.m.

Council reconvened from Executive Session at 8:21 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 6:30 P.M.

The Regular Session began at 6:57 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

INVOCATION

Councilmember Turner gave tonight's invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

OPEN FORUM

Nobody chose to speak under tonight's Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Turner, seconded by Councilmember Davisson, to approve the following items by consent: 3, 13, 14, 15, 16, 17, 18, 19, 21 and 22.

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

COUNCIL RECOGNITION

1. Proclamation recognizing October 2012 as National Community Planning Month in Bedford.

Mayor Griffin read a proclamation recognizing October 2012 as National Community Planning Month in Bedford. Planning Manager Jacquelyn Reyff was on hand to accept the proclamation. She stated it is an honor to serve the City of Bedford. She, along with the Planning and Zoning Coordinator as well as Todd Carlson and Bill Reese of the Planning and Zoning Commission recently attended a state planning conference. She took part in planning the conference and the attendance was much higher than anticipated with 810 people, which was the largest state conference in the country. She wanted to thank the Council and all citizen planners.

2. Consider a resolution authorizing the Beautification Commission to recognize Brown Trail Animal Hospital and State National Insurance Company for maintaining, improving, and/or keeping their property visually attractive to the community.

Beautification Chairperson William Ledbetter presented information regarding this resolution. At their last meeting, the Commission voted to recommend awarding these two businesses for their landscaping and the quality of life they provide to the citizens. The businesses will receive their awards on October 26, with the Brown Trail Animal Hospital at 9:00 a.m. and State National Insurance Company at 9:30 a.m. He also invited everyone to the ribbon cutting for the pavilion at the Community Garden on November 3. The ceremony will start at 5:30 with the ribbon cutting at 6:30.

Motioned by Councilmember Turner, seconded by Councilmember Davisson, to approve a resolution authorizing the Beautification Commission to recognize Brown Trail Animal Hospital and State National Insurance Company for maintaining, improving, and/or keeping their property visually attractive to the community.

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

Council approved moving Tim Philpot's presentation under Council Member Reports to after Council recognition.

APPROVAL OF THE MINUTES

3. Consider approval of the following City Council minutes:
 - a) September 20, 2012 work session
 - b) September 25, 2012 regular meeting

This item was approved by consent.

OLD BUSINESS

4. **Public hearing and consider an ordinance to rezone a portion of the property known as Lot 1R1, Block 1, Harwood Hills Village Addition, 3350 Harwood Road, Bedford, Texas, from Planned Unit Development, PUD to Amended Planned Unit Development, Site Plan Modification in the Highway Corridor Overlay District. The property is generally located south of Harwood Road and west of State Highway 121. (Z-225) (Continued from the August 14, 2012 meeting)**

Mayor Griffin stated that this public hearing was left open from a previous meeting. He invited anybody who wanted to speak regarding this item to come forward. Nobody chose to speak during tonight's public hearing. Mayor Griffin closed the public hearing at 7:15 p.m.

This item will be re-noticed and brought to Council for discussion at a future Council meeting. No other action was necessary.

NEW BUSINESS

5. **Public hearing and consider an ordinance to rezone the property known as Lots 50 and 51, J.R. Murphy Addition, located at 2709 Murphy Drive, Bedford, Texas, from Single-Family Residential Detached District (R-75) and Lot 52, J.R. Murphy Addition, located at 2713 Murphy Drive, Bedford, Texas, from Single-Family Residential Detached District (R-15) to Medium-Density-Residential-Single Family Detached District (MD-3). The properties are generally located south of Harwood Road and west of Murphy Drive. (Z-228)**

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

Nobody chose to speak during tonight's public hearing.

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

This item will be re-noticed and brought to Council for discussion at a future Council meeting. No other action was necessary.

6. **Public hearing and consider a resolution approving a site plan for a stealth cellular tower located at the property known as Lot A1, Block 1, Dallas Federal Addition, 1851 Central Drive, Bedford, Texas. This property is generally located north of State Highway 183 and west of Central Drive. (S-055)**

Mayor Griffin opened the public hearing at 7:17 p.m.

Nobody chose to speak during tonight's public hearing.

Mayor Griffin closed the public hearing at 7:17 p.m.

This item will be re-noticed and brought to Council for discussion at a future Council meeting. No other action was necessary.

7. Consider an ordinance amending Chapter 2. "Administration", Article IV. "Boards, Commissions and Committees", Division 1. "Generally" of the City of Bedford Code of Ordinances; providing a severability clause; and declaring an effective date.

City Secretary Michael Wells presented information regarding this ordinance. This was a culmination of Council's discussions during several work sessions regarding attendance at Board and Commission meetings. The new policy is that a Board or Commission member becomes eligible to be removed if they miss two meetings during a calendar year. After the second missed meeting, the City Secretary's Office will send a letter to the member, copied to the Board or Commission chairperson, informing them that they are eligible to be removed and for them to contact their chairperson. It would then be left up to the discretion of the chairperson to recommend to Council that the member be removed.

Other changes to the ordinance was separating "Quorum" out to its own section and specify that vacant positions do not count towards determining a quorum; that only members of a quasi-judicial Board or Commission require an oath of office before taking office; and that members are not allowed to serve on more than one Board or Commission, language which is currently in the Council Rules of Order and Procedure.

Motioned by Councilmember Boyter, seconded by Councilmember Turner, to approve an ordinance amending Chapter 2. "Administration", Article IV. "Boards, Commissions and Committees", Division 1. "Generally" of the City of Bedford Code of Ordinances; providing a severability clause; and declaring an effective date.

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

8. Consider an ordinance updating Board and Commission ordinances to reflect changes in attendance requirements; providing a severability clause; and declaring an effective date.

Mr. Wells presented information regarding this ordinance. This is to add language regarding the attendance requirements to the governing ordinances of several Boards and Commissions. Not included were Animal Control and Animal Shelter as they are in the process of being combined; the Planning and Zoning Commission as they are governed by the City's Charter; the Zoning Board of Adjustment as that would have to be presented to the Planning and Zoning Commission first; Teen Court Advisory Board as they are governed by an interlocal agreement between the cities of Hurst, Eules and Bedford; and the Park and Recreation Board as there were further changes that needed to be made to the Board.

Motioned by Councilmember Nolan, seconded by Councilmember Davisson, to approve an ordinance updating Board and Commission ordinances to reflect changes in attendance requirements; providing a severability clause; and declaring an effective date.

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

9. Consider an ordinance amending Chapter 86. "Park and Recreation", Article II. "Park and Recreation Board" of the City of Bedford Code of Ordinances; providing a severability clause; and declaring an effective date.

Mr. Wells presented information regarding this ordinance. This is to add language regarding member attendance as well as to remove outdated language regarding alternate members.

Motioned by Councilmember Davisson, seconded by Councilmember Brown, to approve an ordinance amending Chapter 86. "Park and Recreation", Article II. "Park and Recreation Board" of the City of Bedford Code of Ordinances; providing a severability clause; and declaring an effective date.

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

10. Consider an ordinance amending Chapter 2. "Administration", Article III. "Officers and

Employees”, Division 3. “Ethics”, Section 2-114. “Ethics Commission” of the City of Bedford Code of Ordinances; providing a severability clause; and declaring an effective date.

Mr. Wells presented information regarding this ordinance. This is to change the makeup of the Commission to be the chairpersons of the Beautification Commission, the Cultural Commission, the Community Affairs Commission, the Library Board, the Park and Recreation Board and the Planning and Zoning Commission as well as one citizen. Language regarding attendance requirements was also added. The current members who will no longer be on the Commission will be invited to submit an application to serve on another Board or Commission.

Motioned by Councilmember Brown, seconded by Councilmember Davisson, to approve an ordinance amending Chapter 2. “Administration”, Article III. “Officers and Employees”, Division 3. “Ethics”, Section 2-114. “Ethics Commission” of the City of Bedford Code of Ordinances; providing a severability clause; and declaring an effective date.

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

11. Consider an ordinance amending Chapter 2. “Administration”, Article IV. “Boards, Commissions and Committees”, Division 5. “Cultural Commission” of the City of Bedford Code of Ordinances; providing a severability clause; and declaring an effective date.

Mr. Wells presented information regarding this ordinance. This is to add two alternate positions on the Board as well as add language regarding attendance requirements.

Motioned by Councilmember Boyter, seconded by Councilmember Davisson, to approve an ordinance amending Chapter 2. “Administration”, Article IV. “Boards, Commissions and Committees”, Division 5. “Cultural Commission” of the City of Bedford Code of Ordinances; providing a severability clause; and declaring an effective date.

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

12. Consider a resolution authorizing the Community Affairs Commission to hold a City of Bedford Expo.

Community Affairs Commission Member Roy Savage presented information regarding this resolution. Mr. Savage stated that an ad-hoc committee made up of himself, Councilmember Boyter and David Franklin brainstormed ideas on how to disseminate information to the citizens on the workings of the government of the City. He presented an overview of one of the ideas that the Commission feels would be the most expedient way to inform the citizens of the benefits and functions of the City government. He mentioned the Council’s goals and vision for the City and the duty of City staff in carrying out these goals and vision as well as the continuing effort to market the City through citizen participation. The Commission proposes to bring together all of the City’s departments and major service providers, such as Allied Waste and Oncor, for a two to four hour expo. Each department would set up a table with information about the duties that they perform. March 2 and March 23 have been discussed as dates to hold the expo. Those dates would not interfere with spring break or the Chamber Gala and having it on a Saturday would allow more people to attend.

Motioned by Councilmember Davisson, seconded by Councilmember Turner, to approve a resolution authorizing the Community Affairs Commission to hold a City of Bedford Expo.

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

13. Consider a resolution authorizing the City Manager to enter into a professional services contract with J. Richard Perkins, P.E., for the following: (1) periodic staff review of plats and construction/site plans for private developments within the City; (2) periodic review of construction plans from other engineering consultants under contract with the City for the design of public improvements; (3) consulting, review, oversight, design and general

administration of ongoing City projects and other public works projects as determined by the Public Works Director.

This item was approved by consent.

14. Consider a resolution approving Change Order #1 with RKM Utility Services, Inc. in the amount of \$57,993.41 for the Schumac Lane/Monterrey Street Storm Drainage Improvement Project.

This item was approved by consent.

15. Consider a resolution authorizing the City Manager to purchase a replacement 2013 HD Chevrolet Crew Cab Diesel truck in the amount of \$39,885 from Caldwell Country through BuyBoard Cooperative Purchasing Agreement.

This item was approved by consent.

16. Consider a resolution authorizing the City Manager to purchase a 2013 Ford Transit Connect XL truck in the amount of \$21,682.38 from Philpott Motors through the BuyBoard Cooperative Purchasing Agreement.

This item was approved by consent.

17. Consider a resolution terminating the contract with Fast Solutions in the amount of \$113,604.43 for the Asbestos Abatement and Demolition of seven properties at various locations in the City of Bedford and authorizing the City Manager to enter into a contract with the second low bidder, Clean Air Remediation in the amount of \$120,877.07.

This item was approved by consent.

18. Consider a resolution authorizing the City Manager to enter into a Purchase Agreement with Fuelman of DFW for the purchase of various types of automotive and equipment fuels.

This item was approved by consent.

19. Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and the cities of Fort Worth, Arlington, Haltom City, Hurst, North Richland Hills and the County of Tarrant, Texas for the 2012 Byrne Justice Assistance Grant (JAG) Formula Program Award.

This item was approved by consent.

20. Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and the cities of Hurst, Euless and Grapevine for the creation of the Northeast Tarrant County Area SWAT Team (NETCAST).

Police Chief Roger Gibson presented information regarding this resolution. This resolution is to authorize the City Manager to enter into an agreement with the cities of Hurst, Euless and Grapevine to combine their SWAT teams. He stated that such an agreement will serve Bedford and the other three communities well. All four cities see the same number of incidents requiring SWAT deployments and each team is considered a part-time SWAT team. He estimates an annual savings of \$33,000 from overtime, vests, ammunition and uniforms. This does not include the long term benefits and cost savings in regards to replacing vehicles, rifles and ballistic shields, all of which would be purchased as part of a collective effort. Grant committees also really like the cooperative effort. The consensus of the four police chiefs is that Deputy Chief Eric Griffin would serve as the overall SWAT commander for the unit. The combined team will also result in the reduction in the number of personnel assigned to individual teams, which would reduce the chance of injuries. In answer to questions from Council, Chief Gibson stated that they average approximately five actual deployments a year; however, this does not

include when they are put on standby or the use of their negotiators, particularly in emergency mental detentions. He stated that by consolidating they will be able run two full teams that can handle two incidents at the same time and to have a second team being able to relieve another team in a protracted situation. Geographically, whichever city has the issue, that is where the team will go.

Motioned by Councilmember Turner, seconded by Councilmember Davisson, to approve a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and the cities of Hurst, Euless and Grapevine for the creation of the Northeast Tarrant County Area SWAT Team.

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

21. Consider a resolution removing inactive members from the Community Affairs Commission and the Beautification Commission.

This item was approved by consent.

22. Consider a resolution authorizing the City Manager to change a Council meeting in December and schedule the Council meetings for December 4, 2012 and December 11, 2012.

This item was approved by consent.

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

✓ **Animal Control Board – Councilmember Olsen**

Councilmember Olsen reported that the Board has finished up their recent dangerous dog hearing. They are meeting tonight to approve the minutes of that meeting and to move forward with the joining of the Board with the Animal Shelter Advisory Board.

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

Councilmember Olsen reminded everybody of the Pet Fair on October 10 from 10:00 a.m. to 2:00 p.m. at the Animal Shelter.

✓ **Beautification Commission – Councilmember Turner**

No report was given.

✓ **Community Affairs Commission - Councilmember Boyter**

No report was given.

✓ **Cultural Commission - Councilmember Nolan**

Councilmember Nolan reported that the Commission met last night and that they received an update on the Cultural Crawl. Everyone was pleased and they had a lot of residents who found some new things in Bedford like ONSTAGE. They are looking for some input to make next year's event twice as good.

✓ **Library Board – Councilmember Brown**

Councilmember Brown stated that the Board will meet next Wednesday.

✓ **Parks & Recreation Board - Councilmember Davisson**

Councilmember Davisson reported that the Board met on October 4. They have been working on a dog park for the City but ran into an issue at the proposed location at Meadowpark. The property is generally owned by the school district but there is a pie-shaped piece that is owned by Oncor. They are working to see how this issue can be resolved.

✓ **Senior Citizen Advisory Board - Councilmember Turner**

Councilmember Turner reported that the Board will meet on October 16. He stated that there was huge attendance at a senior citizen expo held at 6Stones and he wanted to make citizens more aware of this annual event. The arts and crafts sale at the Senior Center during the Cultural Crawl was well attended.

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

Councilmember Olsen reported that the Board had a recent work session and they have completed their mission statement. It will be going to each city's attorney for their review.

24. Council member reports

(This first report was presented after Council Recognition)

Tim Philpot from 6Stones spoke to Council regarding the challenge from Mayor Griffin to the mayors of Hurst and Euless and the superintendent for HEB ISD for the inaugural 6Stones clay shooting fundraising event held on the Alpine Shooting Range in Kennedale. There were 101 shooters at the event. Due to a mistake in scoring, the City of Hurst was originally told that they won; however, an audit of the cards showed that Bedford had actually won. They raised approximately \$22,000 at the event. Their goal for next year is 200 shooters and to raise \$100,000 a year for 6Stones. He presented a trophy to Chief Gibson and team members Deputy Chief Eric Griffin and Officers Scott Williamson and Darrick Bridger. The fourth member of the team, Officer Tony Shelley, was unable to attend.

Mayor Griffin reminded everybody about the CPR Fall Blitz on October 19 and 20. They will be working on nine homes in Bedford. One team already has 20 volunteers. He also stated that the Fire Department open house will be held on Saturday, October 27.

25. City Manager/Staff Reports

City Manager Beverly Griffith reminded everybody about the paper shredding event on Saturday, October 20 from 8:00 a.m. to 12:00 p.m. at the Boys Ranch Activity Center. There is a limit of three boxes and there is no charge. HalloweenFest will be held on Saturday, October 27 at the Boys Ranch.

26. 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 8:24 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

ITEM #5 IS TO BE DISCUSSED BY COUNCIL IN EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.087. THE MATERIALS FOR THESE ITEMS WILL BECOME PUBLIC INFORMATION UPON COUNCIL APPROVAL. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 817.952.2104 IF YOU HAVE ANY QUESTIONS.



Council Agenda Background

PRESENTER: David Miller, Deputy City Manager
Russell Hines, Building Official

DATE: 10/23/12

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

ITEM:

Consider an ordinance amending Chapter 22. "Building and Building Regulations", Article XIII. "Fences", Section 22-554. "Definitions", Section 22-558. "Maintenance", and Section 22-559. "Construction Prohibited", of the City of Bedford Code of Ordinances; providing a savings clause; providing a severability clause; and providing an effective date.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

At the September 20, 2012 City Council Work Session, Staff was given direction to address masonry fences in the Fence Ordinance to ensure that a masonry fence is repaired or replaced with like materials. Also, the definition of a "thoroughfare" is added to clarify the requirement of the installation and maintenance of a wood fence adjacent to a thoroughfare or a swimming pool. Finally, parallel fences have been identified to maintain a minimum distance between fences. The following is a summary of the proposed changes:

Thoroughfare - Any public or private street within the corporate limits of the City.

Section 22-558. MAINTENANCE

Fences facing a thoroughfare or enclosing a swimming pool shall be adequately maintained by the owner(s) or person(s) in charge of the property. Fences shall not become dilapidated or deteriorated. Maintenance shall include but not be limited to the following:

A Fence facing a thoroughfare or enclosing a swimming pool is considered dilapidated if its pickets or structural members between vertical supports are substantially damaged, missing or rotted beyond repair; or if any portion of the fence is more than (15°) degrees off vertical alignment.

Masonry fences that require complete or partial replacement, damaged or in need of repair shall be replaced, repaired or reconstructed with the same or similar masonry materials and same or similar color of masonry materials provided the materials are still available and comply with the requirement for masonry fence construction.

Section 22-559. CONSTRUCTION PROHIBITED - No fence shall be built parallel to an existing fence with less than five (5) feet separation between fences.

RECOMMENDATION:

Staff recommends the following motion:

Consider an ordinance amending Chapter 22. "Building and Building Regulations", Article XIII. "Fences", Section 22-554. "Definitions", Section 22-558. "Maintenance", and Section 22-559. "Construction Prohibited", of the City of Bedford Code of Ordinances; providing a savings clause; providing a severability clause; and providing an effective date.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance

ORDINANCE 12-

AN ORDINANCE AMENDING CHAPTER 22. "BUILDING AND BUILDING REGULATIONS", ARTICLE XIII. "FENCES", SECTION 22-554. "DEFINITIONS", SECTION 22-558. "MAINTENANCE", AND SECTION 22-559. "CONSTRUCTION PROHIBITED", OF THE CITY OF BEDFORD CODE OF ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bedford is a home rule City acting under its home rule Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and,

WHEREAS, the City Council of Bedford, Texas deems it necessary, in order to provide for the health, safety, and general welfare of the residents of the City of Bedford, to establish the provisions of this ordinance regarding the regulation of Fences as authorized by the State of Texas; and,

WHEREAS, the City Council of Bedford, Texas has established regulations for fences, in *Chapter 22, Building and Building Regulations, Article XIII-Fences, of the Code of Ordinances*, as amended; and,

WHEREAS, the City Council of Bedford, Texas has determined that revisions are necessary to this Fence ordinance and has noticed, according to the requirements of public meetings by State Law, the proposed amendments; and,

WHEREAS, the City Council of Bedford, Texas has, after thoughtful deliberation, voted to approve these Fence ordinance amendments.

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

SECTION 1. That *Chapter 22, Building and Building Regulations, Article XIII-Fences, of the Code of Ordinances*, being the fence ordinance of the City of Bedford is hereby amended to read in its entirety as follows:

Sec 22-551. - Adoption, fences.

There is hereby adopted by the city the fences ordinance, to provide standards regulating the erection, construction, enlargement, alteration, repair, conversion, use or maintenance of fences in the city; providing for the issuance of permits and the collection of fees thereof and inspections by the office of the building official.

Sec. 22-552. - Short title.

This article shall be known and may be cited as "Fences."

Sec. 22-553. - Applicability.

These regulations shall apply to all land within the city. These standards shall be for the purpose of regulating free standing fences. Excluding maintenance, these standards shall not apply to fences that receive specific approval in the form of a specific use permit, planned development or approved variance. Fences constructed prior to the adoption date of the city's "fences" ordinance [this article] shall comply with the "maintenance" provisions of this article.

ORDINANCE 12-

Sec. 22-554. - Definitions.

For the purposes of this article, certain words used herein are defined as follows:

Fence: A barrier erected upon, or immediately adjacent to, a property line for the purpose of separating properties, enclosing or protecting the property within its perimeter. Construction site barriers and landscape treatments shall not be classified as a fence.

Height: The distance measured from the existing grade of adjoining properties to the top of the tallest structural member of the fence.

Masonry: Masonry construction shall include brick, decorative block, split face stone construction, natural stone, stucco, or other material approved for the primary purpose of masonry fence construction; but shall not include concrete masonry unit (CMU) blocks.

Permanent: To remain without essential change; not expected to change in status, condition, or place.

Temporary: Used for a limited time.

Thoroughfare- Any public or private street within the corporate limits of the City.

Yard: Front yard, rear yard, and side yard as defined in the city's zoning ordinance.

Sec. 22-555. - Construction permit required.

It shall be unlawful for any person to erect or have erected a new fence, or any part of a fence in excess of 50 percent per elevation side in the city without first obtaining a construction permit.

Sec. 22-556. - Encroachment on public property.

No fence, guy wires, braces or any post of such fence shall be constructed upon or caused to protrude over property that the city or the general public has dominion and control over, owns, or has an easement except upon utility easements which are permitted to be fenced.

Sec. 22-557. - Height and construction requirements.

- (a) Fences are permitted in any required side or rear yard. No fence shall be erected, constructed, or reconstructed to a height of more than eight feet above the adjoining ground level of the subject property.
- (b) Fences shall be installed to provide sufficient clearance from the bottom of the fence to the ground to prevent rotting and allow proper drainage.
- (c) Materials permitted are wood, masonry, chain link, wrought iron, galvanized steel pipe, vinyl or other materials designed for the primary purpose of fence construction unless otherwise regulated or prohibited by the comprehensive zoning ordinance.
- (d) All structural members shall be designed to prevent rust, corrosion and rotting or be of a material that is impervious to rust, corrosion, rotting or deterioration from the elements.
- (e) Fences facing a thoroughfare shall be constructed with the smooth finished surface facing outward from the property facing the thoroughfare. Any posts or support beams shall be inside the finished surface or designed to be an integral part of the finished surface.

ORDINANCE 12-

- (f) Masonry fences and columns shall be designed for construction by a registered engineer.**
- (g) All new wood fences must use metal post set in concrete as approved by the building official. Alternative fence post materials for fences such as vinyl, masonry or post and rail fences may be approved by the building official.**
- (h) Wooden fences shall be constructed using the minimum following criteria:**
 - (1) Vertical posts shall be 2³/₈-inch minimum outside diameter, standard pipe gauge galvanized steel. Vertical posts shall be spaced at no greater than eight feet on center, set in 18-inch deep concrete footings.**
 - (2) Vertical slats shall be nailed to three horizontal bracing stringers (bottom, middle, and top nailer boards) running from vertical post to post. The size of the stringers shall be not less than two-inch by three-inch nominal size and shall be secured to steel posts with non-corrosive metal anchor straps and non-corrosive bolts or screws.**
 - (3) Materials shall be securely fastened, vertical boards to horizontal stringers, stringers to vertical posts, to ensure an ongoing attractive appearance and safe condition, free from rot, rust, vandalism, and other sources of decay.**
 - (4) Fences shall be treated lumber or treated with weather-resistant material to prevent pre-mature deterioration.**

Sec. 22-558. - Maintenance.

Fences facing a thoroughfare or enclosing a swimming pool shall be adequately maintained by the owner(s) or person(s) in charge of the property. Fences shall not become dilapidated or deteriorated. Maintenance shall include but not be limited to the following:

- (1) A Fence facing a thoroughfare or enclosing a swimming pool is considered dilapidated if its pickets or structural members between vertical supports are substantially damaged, missing or rotted beyond repair; or if any portion of the fence is more than (15°) degrees off vertical alignment.**
- (2) All damaged, removed or missing portions of a fence shall be replaced or repaired with like materials to the remaining portion of such fence.**
- (3) Masonry fences that require complete or partial replacement, damaged or in need of repair shall be replaced, repaired or reconstructed with the same or similar masonry materials and same or similar color of masonry materials provided the materials are still available and comply with the requirement for masonry fence construction.**
- (4) Fences shall not have murals, graffiti, advertising or other illegal signage.**

Sec. 22-559. - Construction prohibited.

- (a) No fence erected above ground on any property shall be electrically charged in any manner or form which includes but is not limited to fences electrically charged by battery or those tied in with an electrical outlet.**
- (b) Fences or any part of such fence shall not be constructed to impede ingress or egress of a stairway, entrance, or exit of a building.**
- (c) Fences shall not restrict access to fire hydrants or city utility reading devices.**

ORDINANCE 12-

- (d) Fences shall not be constructed of broken concrete stacked in piles or rows, razor ribbon, sheet/corrugated metal, fiberglass panels, plywood or other materials not manufactured or designed for the primary purpose of fence construction.
- (e) No fence shall be built parallel to an existing fence with less than five (5) feet separation between fences.

Sec. 22-560. - Temporary construction site fences.

- (a) *Construction sites.* Temporary construction site fences shall be permitted to enclose the complete project or a partial area. Fences under this section shall be erected in such position or placed so as to not be dangerous or detrimental to the health or safety of any person or obstruct the view so as to constitute a traffic hazard. Temporary construction fences shall be removed prior to occupancy of the facility.
- (b) *Swimming pool construction sites.* Temporary fencing not less than four feet in height shall be installed to provide a barrier for all unprotected portions of the pool capable of retaining water. A temporary fence shall not be used as the required permanent barrier for a swimming pool.

Sec. 22-561. - Swimming pool fences.

- (a) Regulations for private swimming pool fence construction shall be regulated by the currently adopted International Residential Code.
- (b) Private swimming pools shall have an approved fence not less than six feet in height at the perimeter of the property to enclose the pool.
- (c) Public and semiprivate swimming pools shall comply with the requirements of state law, including but not limited to Chapter 214 of the Texas Local Government Code, Chapter 757 of the Texas Health and Safety Code, and Chapter 341 of the Texas Administrative Code.

SECTION 2. That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 3. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. This Ordinance shall take effect from and after its date of passage in accordance with law, and it is so ordained.

ORDINANCE 12-

PRESENTED AND PASSED on this 23rd day of October 2012, by a vote of __ ayes, __ nays and __ abstentions at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: David Miller, Deputy City Manager
Russell Hines, Building Official

DATE: 10/23/12

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

ITEM:

Consider an ordinance amending Chapter 54. "Environment", Article III-Nuisances, Section 54-68 (16) "Declaration of Nuisance", Section 54-70 (3) "Disposal, Trash and Debris", Section 54-73 (3) "Notice to Abate Violation; Failure to Comply; Correction by City", of the City of Bedford Code of Ordinances; providing a savings clause; providing a severability clause; and providing an effective date.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

At the September 20, 2012 City Council Work Session, Staff was given direction to address several areas of the Nuisance ordinance to improve the enforceability of the codes. Staff addressed tree trimming over public streets, placement of recycle bins and authorization to remove a notice by the City. The following is a summary of the proposed changes:

Section 54-68. DECLARATION OF NUISANCE - Any tree and/or shrubbery allowed to grow onto or over a public street, except such as are permitted by ordinance of this City, in such manner as to obstruct or hinder the free passage of vehicles including but not limited to Fire, Police, emergency and non-emergency vehicles must maintain a minimum clear space between the street and lowest portion of the tree limbs of at least fourteen (14) feet above the public street and gutter.

Section 54-70. DISPOSAL OF TRASH AND DEBRIS - Other than the hours for garbage and recycling bin placement and collection allowed by City ordinance, residentially zoned property shall maintain approved containers to be located on the premises within those boundaries established by the building lines and easements of such property with said approved containers to be located behind fences, walls, shrubbery or vegetation to be screened from public view.

Section 54-73. NOTICE TO ABATE VIOLATION; FAILURE TO COMPLY; CORRECTION BY CITY - Any notice, placards, signs, tags or seals posted or affixed by the City shall not be mutilated, destroyed or tampered with, or removed without authorization from the City.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending Chapter 54. "Environment", Article III-Nuisances, Section 54-68 (16) "Declaration of Nuisance", Section 54-70 (3) "Disposal, Trash and Debris", Section 54-73 (3) "Notice to Abate Violation; Failure to Comply; Correction by City", of the City of Bedford Code of Ordinances; providing a savings clause; providing a severability clause; and providing an effective date.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance

ORDINANCE NO. 12-

AN ORDINANCE AMENDING CHAPTER 54. "ENVIRONMENT", ARTICLE III-NUISANCES, SECTION 54-68 (16) "DECLARATION OF NUISANCE", SECTION 54-70 (3) "DISPOSAL, TRASH AND DEBRIS", SECTION 54-73 (3) "NOTICE TO ABATE VIOLATION; FAILURE TO COMPLY; CORRECTION BY CITY", OF THE CITY OF BEDFORD CODE OF ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bedford is a home rule City acting under its home rule Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and,

WHEREAS, the City Council of Bedford, Texas deems it necessary, in order to provide for the health, safety, and general welfare of the residents of the City of Bedford, to establish the provisions of this ordinance regarding the regulation of Nuisances as authorized by the State of Texas; and,

WHEREAS, the City Council of Bedford, Texas has established regulations for Nuisances, in *Chapter 54, Environment, Article III-Nuisances, of the Code of Ordinances*, as amended; and,

WHEREAS, the City Council of Bedford, Texas has determined that revisions are necessary to this Nuisance ordinance and has noticed, according to the requirements of public meetings by State Law, the proposed amendments; and,

WHEREAS, the City Council of Bedford, Texas has, after thoughtful deliberation, voted to approve these Nuisance ordinance amendments.

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

SECTION 1. *Chapter 54, Environment, Article III-Nuisances, of the Code of Ordinances*, being the Nuisance ordinance of the City of Bedford be amended to read in its entirety as follows:

Sec. 54-67. - Definitions.

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.]

Code enforcement official means the chief of police, building official, fire marshal, code enforcement official, health inspector or their designated representatives, charged with any enforcement and administration of this article.

Exterior property area means the open space or non-inhabited or occupied areas on the premises.

Foul means offensive to the senses, revolting, having an offensive odor, smelly, rotten or putrid, all waste, and body waste, including animal and vegetable waste resulting from handling, preparation, cooking, storage or consumption of food.

Garbage means all waste including animal and vegetable waste, dead animals, food, any matter that is no longer wanted or needed, anything that is worthless of nominal value, inferior, or vile.

Graffiti means the unauthorized application of paint, ink, chalk, dye or other similar substance, or other inscribed or engraved material on public or private structures located on publicly or privately owned real property within the city that is not authorized by law.

High grass and weeds means any vegetation that because of its height is objectionable, unsightly or unsanitary which contributes to urban blight and endangers the public safety by creating a fire hazard, excluding: shrubs; bushes, trees, cultivated flowers, gardens, and cultivated crops.

Nuisance means any condition, object, material, matter or light or noise as defined by city ordinance that is offensive, dangerous or detrimental to human life, safety or health; or that renders property, the ground, the water, the air or food a hazard or likely to cause injury to human life or health; or that threatens to become detrimental to the public health and be of an impure or unwholesome matter of any kind, or contributes to urban blight and any objectionable, unsightly, or unsanitary matter.

Trash/Debris means all solid wastes, including garbage, trash, litter, junk, tin cans, bottles, papers, grass and weed cuttings, tree limbs, brush, wood or building materials, discarded fences, discarded vehicle parts, tires, wreckage, abandoned or inoperable household appliances, moveable furniture and/or appliances not designed for or modified to withstand the elements and outdoor use, equipment, tools, machines, broken or discarded furniture and other forms of household effects that have been abandoned and allowed to accumulate on private or public property or which contributes to urban blight.

Waste means regarded or discarded as worthless or useless, unwanted or unusable material.

Sec. 54-68. - Declaration of nuisance.

The following are declared to be a nuisance and shall be abated, and any persons guilty of performing or causing any such nuisance, or permitting or suffering such on any property or to remain upon said property or in any structure, building occupied by or controlled by such persons or on any public street immediately adjacent to such premises shall be deemed guilty.

- (1) Any property, buildings, structures or places containing accumulations of garbage, weeds, water, junk, trash and debris, stagnant liquids, flammable liquids, or other deposits or substances which are likely to become unwholesome, filthy, unsightly, offensive or unsanitary or likely to create or engender disease.
- (2) Discharging of any sewage waste directly or indirectly onto the ground or into any stream, creek, waterway or other body of water.
- (3) Permitting any property, tank, pond, alley, gutter, swimming pool, or open receptacle containing water, or a source of water to become stagnant, foul, nauseous, offensive or unpleasant, or provide harborage for mosquitoes, flies, or other insects.
- (4) Maintaining a swimming pool with impaired visibility of upper and/or lower drain(s) or in an unsafe, unsecured, unclean or unsanitary condition.
- (5) Any person who owns or occupies any property with a swimming pool to discharge water from the swimming pool onto the property of another, or to drain the pool in such a way as to drain onto the property of another without consent of adjoining property owner.
- (6) Permitting the accumulation, dumping or the burial of garbage, trash and debris, building materials, discarded furniture, tree limbs, household waste items, ashes, inoperable household appliances, vehicle tires, scrap metal, or automobile parts on any private property and/or depositing the same onto any private property, public right-of-way or public property or the dumping or burying of used motor oils

- or any other chemical substance which is not permitted by the state commission on environmental quality directly onto or into the ground.
- (7) Permitting a lawn irrigation system to spray or overflow water onto a public sidewalk or public street during periods of freezing weather when such water freezes and results in a potentially dangerous condition.
 - (8) Allowing, generating or fostering any unreasonably loud, disturbing, or unnecessary noise in violation of the city ordinances which causes distress, discomfort or injury to persons in the immediate vicinity thereof.
 - (9) Any property where rats or vermin breed or are harbored.
 - (10) Any object or article placed, planted or allowed to grow upon or over any public street or sidewalk, except such as are permitted by ordinance of this city, in such manner as to obstruct or hinder the free passage upon such public street or sidewalk.
 - (11) The act of sweeping or depositing any trash and debris onto any public street or other public place and allowing the same to remain in such place.
 - (12) To create or allow graffiti that is visible from a public place or public right-of-way.
 - (13) The act of scattering, distributing, or affixing any advertisements, circulars, handbills, printed or written announcements, or paper of like character, upon the public streets, within or on public buildings, signs, monuments, or grounds within the city, except as provided by the city's sign ordinance or other law.
 - (14) The act of permitting light or lights to directly illuminate or shine upon a dwelling on a property of another after 11:00 p.m. in such a manner as to cause distress, discomfort or injury to persons, except with the express consent of such other person. This article shall not apply to lights maintained or controlled by the city upon its own property or property under its control or upon any street or alley of the city.
 - (15) No vehicle shall be used for living, sleeping, home occupation, or household purposes when parked or stored on commercial or residential property.
 - (16) Any tree and/or shrubbery allowed to grow onto or over a public street, except such as are permitted by ordinance of this City, in such manner as to obstruct or hinder the free passage of vehicles including but not limited to Fire, Police, emergency and non-emergency vehicles must maintain a minimum clear space between the street and lowest portion of the tree limbs of at least fourteen (14) feet above the public street and gutter.

Sec. 54-69. - High grass and weeds.

It shall be unlawful for any person owning, claiming, occupying or having supervision or control of any property, occupied or unoccupied, within the corporate limits of the city, to permit grass or weeds to grow to a height greater than ten inches, or to permit grass or weeds to grow and accumulate or remain thereon onto and within the curb, gutter and sidewalk. If there is no curb and gutter, then the property shall be maintained to the traveled portion of the street. This shall not include cultivated flowers and gardens.

Sec. 54-70. - Disposal, trash and debris.

- (a) Every occupant or owner of a property with trash and debris shall dispose of all trash and debris in a clean and sanitary manner by placing such in approved containers for the storage of such until removed from the premises for disposal.
- (b) All interior and exterior property and premises shall be free from any accumulation of trash and debris.
- (c) Other than the hours for garbage and recycling bin placement and collection allowed by City ordinance, residentially zoned property shall maintain approved containers to be located on the premises within those boundaries established by the building lines and easements of such

property with said approved containers to be located behind fences, walls, shrubbery or vegetation to be screened from public view.

Sec. 54-71. - Inspections.

- (a) The code enforcement official, or his/her designee, is authorized to inspect any property for compliance with, or violations of, this article.
- (b) In the event entry onto the property is refused, the code enforcement official, or his/her designee, shall have recourse provided by law, including but not limited to obtaining an administrative search warrant or an injunction to secure entry. If the owner, occupant, or person in control cannot be identified or located, the code enforcement official, or his/her designee, shall be authorized to enter the property to the extent allowed by law.

Sec. 54-72. - Duty of owner or occupant to abate nuisance.

It shall be the duty of any person owning, claiming, occupying or having supervision or control of a property, occupied or unoccupied, to comply with this article.

Sec. 54-73. - Notice to abate violation; failure to comply; correction by city.

- (a) If any person owning, claiming, occupying, or having supervision or control of any real property fails to comply with the provisions of this article, within the time prescribed by the code enforcement official, or the time prescribed by state law, the city shall notify such person of failure to comply as specified in the Texas Health and Safety Code 342.006. The city shall have the authority as provided by law to issue citation(s) for such violation and go upon such property and do or cause to be done the work necessary and pay for the work done or improvements made and charge an administrative fee and the expenses to the owner of the property. The notice must be given personally to the owner in writing; or by letter addressed to the owner at the owner's address as recorded in the appraisal district records of the appraisal district in which the property is located; or if personal service cannot be obtained, the city may serve notice by publication at least once in a local newspaper; or by posting the notice on or near the front door of each building on the property to which the violation relates; or by posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates, if the property contains no buildings. If the city mails a notice to a property owner in accordance with this subsection and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered as delivered.
- (b) In a notice provided under this section, the city may inform the owner by regular mail and a posting on the property that if the owner commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may correct the violation at the owner's expense and assess the expense against the property. If a violation covered by a notice under this subsection occurs within the one-year period, and the city has not been informed in writing by the owner of an ownership change, then the city without notice may take any action and assess its expenses, all as more particularly specified in the Texas Health and Safety Code 342.006 which is hereby adopted by reference.

- (c) Any notice, placards, signs, tags or seals posted or affixed by the City shall not be mutilated, destroyed or tampered with, or removed without authorization from the City.

Sec. 54-74. - Expenses incurred by city; lien.

The city may assess expenses incurred under Section 54-73 against the real estate on which the work is done or improvements made. To obtain a lien against the property, the city shall file with the county clerk a statement, signed by the mayor or an official of the city designated by the mayor, of the amount so expended and costs which statement shall state the name of the owner, if known, and the legal description of the property. Such amount shall bear interest at the rate of ten percent from the date the city incurs the expense and shall become a privileged lien against the real property, second only to tax liens and liens for street improvements. The city may bring a suit for foreclosure in the name of the municipality to recover the expenditures and interest due. The statement of expense filed with the clerk or a certified copy thereof shall be prima facie proof of the amount expended in such work improvements or correction of the property, all as more particularly specified in the Texas Health and Safety Code 342.007, which is hereby adopted by reference.

Sec. 54-75. - Enforcement.

The provisions of this article shall be enforced by the code enforcement official, or his/her designee, and it shall be unlawful for any person to interfere with or hinder the code enforcement official, or his/her designee, in the exercise of their duties under this article. Notwithstanding any provisions contained herein to the contrary, the code enforcement official, or his/her designee, is hereby granted the authority to conduct abatement procedures and issue immediate citations to persons violating any provision of this article in their presence.

Sec. 54-76. - Penalty upon failure to comply.

- (a) Any person violating or failing to comply with any provision or requirement of this article, who continues to violate or fail to comply with same within the time prescribed by the code enforcement official, or the time prescribed by state law shall also be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00, such offense being a violation of the city ordinances. A separate offense shall be deemed committed upon each day during or on which a violation or failure to comply occurs or continues to occur.
- (b) Notwithstanding the foregoing, any violation of any provision of this article that constitutes an immediate danger or threat to the health, safety and welfare of the public may be enjoined in a suit brought by the city for such purpose.
- (c) In addition to any other remedies or penalties contained herein, the city may enforce the provisions of this article pursuant to the applicable provisions of chapter 54 of the Texas Local Government Code, which provides for the enforcement of municipal ordinances.

SECTION 2. That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 3. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. This Ordinance shall take effect from and after its date of passage in accordance with law, and it is so ordained.

PRESENTED AND PASSED on this 23rd day of October 2012, by a vote of ___ ayes, ___ nays and ___ abstentions at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: David Miller, Deputy City Manager
Russell Hines, Building Official

DATE: 10/23/12

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

ITEM:

Consider an ordinance amending Chapter 6. “Advertising” Article III-Signs, Section 6 of the Code of Ordinances as amended, amending Section 6-67. “Definitions”, amending Section 6-70 “Special Sign Types”, of the City of Bedford Code of Ordinances; providing for an Exhibit “A” being amendments to the City of Bedford Sign Regulations; providing a savings clause; providing a severability clause; and providing an effective date.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

At the September 20, 2012 City Council Work Session, Staff was given direction to address “Vehicular Signs” in the Sign Ordinance to prohibit vehicle advertising adjacent to a right of way. After research and comparisons with many of our surrounding municipalities, staff has revised “Vehicular Signs” in the Sign Ordinance and defined a “Vehicle” for the purpose of the ordinance to further improve the enforceability of the code. The following is a summary of the proposed changes:

Section 6-67. DEFINITIONS - *Vehicle*: Every mechanical device, in, upon, or by which any person or property is or may be transported or drawn upon a public street or highway, including any motor vehicles, commercial motor vehicles, truck, tractor, bus, motorcycle, motor home, camper, recreational vehicle, trailer, golf cart, watercraft or aircraft.

Section 6-70. SPECIAL SIGN TYPES (e) *Vehicular Signs* - Unless otherwise provided by another ordinance, vehicles that display signage with advertisement and parked on the same site or premise of such business that it represents shall be permitted provided that such vehicle shall be parked on the side or rear of the building. Vehicles not able to be parked on the side or rear of the building shall be located adjacent to the front of the building and shall not be parked adjacent to the public right-of-way unless the vehicle is temporarily being used for loading or unloading of goods or merchandise. Government vehicles and vehicles operating under a City franchise are excluded from this requirement.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending Chapter 6. “Advertising” Article III-Signs, Section 6 of the Code of Ordinances as amended, amending Section 6-67. “Definitions”, amending Section 6-70 “Special Sign Types”, of the City of Bedford Code of Ordinances; providing for an Exhibit “A” being amendments to the City of Bedford Sign Regulations; providing a savings clause; providing a severability clause; and providing an effective date.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
Exhibit A

ORDINANCE NO. 12-

AN ORDINANCE AMENDING CHAPTER 6. "ADVERTISING" ARTICLE III-SIGNS, SECTION 6 OF THE CODE OF ORDINANCES AS AMENDED, AMENDING SECTION 6-67. "DEFINITIONS", AMENDING SECTION 6-70 "SPECIAL SIGN TYPES", OF THE CITY OF BEDFORD CODE OF ORDINANCES; PROVIDING FOR AN EXHIBIT "A" BEING AMENDMENTS TO THE CITY OF BEDFORD SIGN REGULATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Chapter 216, Regulation of Signs by Municipalities by the Texas Local Government; and,

WHEREAS, the City Council of Bedford, Texas deems it necessary, in order to provide for the health, safety, and general welfare of the residents of the City of Bedford, to establish the provisions of this ordinance regarding the regulation of signs as authorized by the State of Texas; and,

WHEREAS, the City Council of Bedford, Texas has established regulations for signs, in *Chapter 6, Advertising, Article III-Signs, of the Code of Ordinances*, as amended; and,

WHEREAS, the City Council of Bedford, Texas has determined that revisions are necessary to these sign regulations and has noticed, according to the requirements of public meetings by State Law, the proposed amendments; and,

WHEREAS, the City Council of Bedford, Texas has, after thoughtful deliberation, voted to approve these Sign Regulations amendments.

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

SECTION. 1 *Chapter 6, Advertising, Article III-Signs, of the Code of Ordinances*, being the sign regulations of the City of Bedford be amended in accordance with the attached Exhibit A –Amendments to Sign Regulations.

SECTION. 2 That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION. 3 If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION. 4 This Ordinance shall take effect from and after its date of passage in accordance with law, and it is so ordained.

PRESENTED AND PASSED on this 23rd day of October 2012, 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

Exhibit "A"
City of Bedford
Amendments to Sign Regulations

Section 6-67. DEFINITIONS

Vehicle: Every mechanical device, in, upon, or by which any person or property is or may be transported or drawn upon a public street or highway, including any motor vehicles, commercial motor vehicles, truck, tractor, bus, motorcycle, motor home, camper, recreational vehicle, trailer, golf cart, watercraft or aircraft.

Section 6-70. SPECIAL SIGN TYPES

(e) Vehicular Signs

2. Unless otherwise provided by another ordinance, vehicles that display signage with advertisement and parked on the same site or premise of such business that it represents shall be permitted provided that such vehicle shall be parked on the side or rear of the building. Vehicles not able to be parked on the side or rear of the building shall be located adjacent to the front of the building and shall not be parked adjacent to the public right-of-way unless the vehicle is temporarily being used for loading or unloading of goods or merchandise. Government vehicles and vehicles operating under a City franchise are excluded from this requirement.



Council Agenda Background

PRESENTER: Clifford Blackwell, C.G.F.O.
Director of Administrative Services

DATE: 10/23/12

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

ITEM:

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

City Attorney Review: No

City Manager Review: _____

DISCUSSION:

The following details the proposed changes to the City's Fee Ordinance.

MUNICIPAL COURT ON-LINE FEE: (page 2)

Over the years, more Court fines and fees are being paid by credit cards versus cash/checks. As a result, the City has absorbed more fees related to processing credit card payments. The primary reason for this increase in card usage is the ability to pay court fines/fees online. In order to recoup at least a portion of the cost associated with processing credit card payments online, the City would like to amend the ordinance to add a \$3.00 transaction fee for processing credit card payments on-line via Municipal Court. No fee will be charged for credit card payments made in-person.

OLD BEDFORD SCHOOL CLEANING FEE: (page 24)

This fee provides wedding parties the option of adding a cleaning service to their wedding package. Currently this responsibility is that of the rental party. The proposed fee is \$250 per event.

POLICE FINGERPRINTING FEE: (page 25)

The Police Department currently offers fingerprinting services for citizens. After surveying other local agencies including Colleyville, Euless, Grapevine, Hurst and North Richland Hills, it was determined that Bedford offers the most flexible hours and is one of only three cities that provides this service for non-residents. Staff has reason to believe that a significant number of those citizens utilizing this service are non-residents. Staff recommends increasing the non-resident fingerprint fees from \$10 per card to \$15 per card.

RECREATION ON-LINE FEE: (page 29)

In the FY 2012/2013 adopted budget, the City Council approved funding in the amount of \$16,279 to provide online registration for recreation programs at the Boys Ranch Activity Center. Activenet, the company providing the software for the online program, charges a \$3.25 fee per transaction. Therefore, in order to pass this fee on to the patron, the City would like to amend the Ordinance by adding the \$3.25 fee charged by Activenet. Customers who continue to register for classes in person or via the phone will not be assessed the transaction fee. The Parks and Recreation Board has been advised of the proposed fee change.

WATER SERVICE FEES:

In the FY 2012/2013 adopted budget, the City Council approved supplemental revenue requests pertaining to the water service fees. The first is the current deposit fee for fire hydrant meters used at construction sites is no longer sufficient to cover the cost of replacement should the meter not be returned. This amendment increases the deposit to an amount sufficient to replace the meter if

not returned. The deposit is usually refunded, less the final monthly water charges, upon its return. (page 31)

In addition, the City of Bedford would like to establish a meter testing fee that varies by meter size. This fee will charge the customer who requests to have his/her meter tested a set fee. If the meter's test results prove accurate, by resulting in a percentage between 98.5% and 101.5%, the charge is retained by the City. Otherwise the charge is refunded back to the customer and the meter is replaced at the City's expense. (page 32)

Finally, is a repair charge by meter size for damaged angle stops to meters that turn on and shut off water to homes and businesses. These stops are often damaged by plumbers and/or contractors and the City expends its resources to replace them. These charges will recoup the costs to replace the damaged angle stops. (page 33)

The Fee Ordinance is attached with the amended changes highlighted for review.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending the City of Bedford Code of Ordinances Appendix A, Schedule of Fees by updating fees imposed by the City for processing customer transactions on-line and for the provision of certain services; containing a savings clause; repealing all ordinances in conflict herewith; and providing for an effective date.

FISCAL IMPACT:

Municipal Court On-Line - \$2,320 Estimated
OBS Cleaning Service - \$1,000 Estimated
BRAC On-Line Trans Fee - \$2,408 Estimated
Water Angle Stop Fees - \$8,000 Estimated
Water Meter Testing - \$910 Estimated
Fire Hydrant deposit – N/A
Fingerprinting Nonresidential - NA

ATTACHMENTS:

Ordinance

ORDINANCE NO. 12-

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

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

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

ADMINISTRATION

ENGINEERING

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

PLANNING AND ZONING

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

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

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

VITAL STATISTICS

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

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

PUBLIC INFORMATION

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

NOTARY FEE	\$5.00
MUNICIPAL COURT ON-LINE TRANSACTION FEE	\$3.00

ANIMAL CONTROL

ADOPTION

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

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

IMPOUNDMENT DURING CONSECUTIVE TWELVE MONTH PERIOD

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

BOARDING DURING IMPOUNDMENT \$8.00 per day

DAILY RABIES QUARANTINE FEE

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

RELINQUISHMENT OF ANIMAL

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

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

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

BUILDING DEPARTMENT

BUILDING PERMIT FEES

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

Sidewalk and or Approach (corner lot) \$38.00

BUILDING INSPECTION FEES

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

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

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

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

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

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

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

BUILDING AND STANDARDS COMMITTEE

Application for appeal \$100.00

Fee Refunds:

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

CERTIFICATE OF OCCUPANCY

Change of occupancy \$60.00

Temporary certificate of occupancy \$60.00

ELECTRICAL

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

Fee Refunds

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

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

MICELLANEOUS FEES: RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL

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

LICENSE

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

FENCES:

All fences are required to have a permit.

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

Additional plan review required by changes,

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

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

GRADING

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

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

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

Actual cost.

IRRIGATION

Minimum Permit Fee

\$38.00

Lawn sprinkler system on any meter

\$68.00

Vacuum breakers or backflow protective devices from 1 to 4.

\$68.00

Vacuum breakers or backflow protective devices 5 or more.

\$2.00

Inspections outside of normal business hours

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

Re-inspection fees

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

Inspection for which no fee is specifically indicated

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

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

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

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

Actual cost.

MECHANICAL SYSTEMS

Minimum Permit Fee

\$38.00

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

\$45.00

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

\$38.00

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

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

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

Fee Refunds

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

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

PLUMBING

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

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

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

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

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

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

Actual cost.

SIGNS

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

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

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

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

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

AMBULANCE FEES

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

Ambulance Subscription Fee	\$60.00 per household
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REPORTS

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

Certificate of Occupancy	\$60.00
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Temporary Certificate of Occupancy	\$60.00
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After Hours Inspections (after 5:00 p.m. or on weekend)	First two hours \$150.00 Each addition hour \$50.00
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FIRE PROTECTION SYSTEMS (Based on the value of the Installed System)

A fee schedule as provided:

\$1 – \$500	\$50.00
\$501 – \$2,000	\$50.00 for the first \$500 plus \$5.00 for each \$100 or fraction
\$2,001 – \$25,000	\$125.00 for the first \$2,000 plus \$20.00 for each \$1,000 or fraction
\$25,001 – \$50,000	\$585.00 for the first \$25,000 plus \$15.00 for each \$1,000 or fraction
\$50,001 – \$100,000	\$960.00 for the first \$50,000 plus \$10.00 for each \$1,000 or fraction
\$100,001 – 500,000	\$1,460.00 for the first \$100,000 plus \$10.00 for each \$1,000 or fraction
\$500,001 – 1,000,000	\$5,060.00 for the first \$500,000 plus \$8.00 for each \$1,000 or fraction

\$1,000,001 or greater	\$9,060.00 plus \$6.00 for each \$1,000 or fraction
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FIRE ALARM SYSTEM MONITORING PERMIT

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

FALSE ALARM FEE – Residential

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

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

FALSE ALARM FEE – Commercial (Non-Residential)

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

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

FIRE MARSHAL ANNUAL PERMIT

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

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

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

Any floors over four	\$30.00 per floor
Each apartment building	\$5.00 annually
HAZARDOUS MATERIALS ANNUAL PERMIT (includes flammable/combustible liquids)	
POUNDS (POWDER AND SOLIDS)	
Less than 1,000	\$25.00
1,001 to 2,000 pounds	\$37.50
2,001 to 5,000 pounds	\$70.00
Over 5,001 pounds	\$137.50
GALLONS (LIQUIDS AND GELS)	
Less than 25 gallons	\$25.00
More than 25 gallons but less than 100 gallons	\$37.50
Over 100 gallons but less than 1,000 gallons	\$70.00
Over 1,000 gallons (Fees are in addition to Fire Marshal permit)	\$137.50
PLAN REVIEW FEES	
Certificate of Occupancy	\$60.00
Fire Alarm System	\$70.00
Fire Sprinkler System	\$150.00
Suppression Appliances	\$125.00
Hood/Fixed System	\$70.00
Halon System	\$125.00
Emergency Lighting	\$37.50
Special Lighting	\$30.00
Liquid Storage Tanks, Hazardous Materials	\$70.00
RE-INSPECTION FEES	\$60.00
SPECIAL PERMITS	

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

UNDERGROUND STORAGE TANKS INSTALLATION OR REMOVAL

UBC table with	
Less than 1,000 gallons	\$50.00 minimum
More than 1,000 gallons	\$100.00 minimum

LPG TANK INSTALLATION OR REMOVAL

UBC table with minimum	\$50.00
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MOVIE/THEATRICAL EVENT

Fire marshal permit- per day	\$125.00 first day
Each additional day	\$75.00
Fire marshal on premises (minimum 3 hours)	\$50.00 per hour
Stand-by firefighters (minimum 3 hours each)	\$65.00 per hour
Stand-by medic (each-three hour minimum)	\$65.00 per hour
Stand-by engine or truck (each-three hour minimum)	\$100.00 per hour

REPORTS

Fire Cause and Origin Report	
First 9 pages	\$1.00
Each additional page	\$0.10
Copies of Photos	Actual cost of copies

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

FOOD PERMITS

Food Preparation Establishments	\$150.00
Non-food Preparation Establishments	\$100.00
Temporary Establishments	\$35.00

STATE MANDATED INSPECTIONS

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

LIBRARY

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

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

LOST MATERIALS, EQUIPMENT FEES AND MATERIALS DAMAGED BEYOND REPAIR FEES

All materials or equipment	Purchase price of materials or equipment plus non- refundable \$6.00 preprocessing fee
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Book jacket or cover	\$6.00
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Medial containers	\$2.00
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Refunds made for materials returned within 6 months of payments.

MINOR DAMAGE FEES

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

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

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

MISCELLANEOUS SERVICE FEES

Reserves	No fee
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Replacement of lost or damaged library card and Interlibrary loan circulation card	\$2.00
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Photo copies (Black & White)	\$0.20 per page
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Photo copies (Color)	\$0.50 per page
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Print jobs	\$0.20 per page
Interlibrary Loan Fee	\$2.00
Proctoring Fee (per test proctored)	
Bedford Library Card Holder	\$5.00
Non-card holders	\$10.00
Faxing	
Each Page	\$1.00 per page
No international faxes	

LIBRARY ROOM RENTAL FEES

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

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

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

OLD BEDFORD SCHOOL

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

RENTAL FEES

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

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

RENTAL FEES FOR BUSINESS TRAVELERS STAYING AT BEDFORD HOTELS

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

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

DEPOSIT

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

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

GUIDED TOURS

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

WEDDING PACKAGES

SATURDAY RATES

PACKAGE A **\$1,500.00**

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

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

PACKAGE B **\$1,800.00**

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

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

FRIDAY AND SUNDAY RATES

PACKAGE A **\$1,200.00**

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

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

PACKAGE B **\$1,500.00**

Includes: Six (6) rectangular tables
Sixteen (16) 60" round tables
Sixteen (16) White Round Tablecloths
One hundred thirty (130) chairs
One (1) brick – engraved and placed on walkway
One (1) set flute, wine glasses – engraved with gold rim and OBS logo
Use of audio visual/sound system

Two (2) hours for scheduled bridal portrait: M-F between 9 am and 4 pm

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

ADDITIONAL OPTIONS

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

WEDDING DEPOSIT

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

POLICE DEPARTMENT

ALARMS

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

FALSE ALARM FEE

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

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

SOLICITORS PERMIT

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

HANDBILL DISTRIBUTION PERMIT

Permit fee	No charge
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FINGERPRINTING FEE

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

RECREATION DEPARTMENT

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

BOYS RANCH PARK PAVILIONS

Monday – Sunday
Damage & Clean Up Deposit \$100.00
(Due at the time rental is made)

Full Pavilion Rental \$120.00 for 6 hours
Half Pavilion Rental \$60.00 for 6 hours
Non-resident \$20.00 more/rental

CENTRAL PARK PAVILION

Full Pavilion Rental \$75.00 for 6 hours
Non-resident \$20.00 more/rental

BEDFORD SPLASH: SWIMMING

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

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

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

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

Group Rates

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

PRIVATE PARTY RENTAL

2 hour rental before or after hours

Without slides – 1 to 100 people \$350.00

Without slides – 101 to 200 people \$380.00

Without slides– 201 to 300 people	\$410.00
With slide or Pro Bowl – 1 to 100 people	\$370.00
With slide or Pro Bowl – 101 to 200 people	\$400.00
With slide or Pro Bowl – 201 to 300 people	\$430.00
With both slide and Pro Bowl – 1 to 100 people	\$420.00
With both slide and Pro Bowl – 101 to 200 people	\$450.00
With both slide and Pro Bowl – 201 to 300 people	\$480.00
Each additional group of 40 people	\$80.00
Non-Resident Facility Rental	\$20.00 more per rental
Concession Stand Open	\$25.00
Cabana Rental	\$105.00
Non-resident fee (2 hour rental during business hours with 10 guest free admission)	\$20.00 more per rental
Pavilion Rental	\$75.00
Non-resident fee (2 hour rental during business hours with 10 guest free admission)	\$20.00 more per rental
Birthday Party Services	\$12.00 per child
Minimum of 10 children: 3 free adult guests included for every 10 paid guests.	

GYM RENTAL

Full Court	\$45.00 per hour
Non-resident fee	\$20.00
Half Court	\$30.00 per hour
Non-resident fee	\$20.00

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

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

Broken Ceiling Tile	\$20.00 per tile
Broken Window	\$50.00 per window

MEMBERSHIP IDENTIFICATION CARDS

Senior Non-resident	\$30.00
Senior Resident	\$18.00
Adult Resident	\$24.00

Youth Resident	\$10.00
Adult Non-Resident	\$120.00
Youth Non-Resident	\$24.00
Replacement Card	\$5.00
Daily Pass	\$5.00
Weekly Pass	\$5.00
Forgotten Card Fee	\$1.00

WEIGHT ROOM MEMBERSHIPS

Yearly membership, required to have a membership ID card

Adult Resident (optional)	\$125.00 per year/ includes ID card
Adult Resident	\$15.00 per month + ID charge
Senior Resident (optional)	\$80.00 per year/ Includes ID card
Senior Resident	\$10.00 per month + ID charge
Adult Non-Resident (optional)	\$200.00 per year/ Includes ID card
Adult Non-Resident	\$20.00 per month + ID charge
Senior Non-Resident	\$120.00 per year/ Includes ID card
Senior Non-Resident	\$15.00 per month + ID charge

ROOM RENTALS

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

HOCKEY RINK

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

SENIOR CENTER

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

RECREATION CLASS FEES:

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

ONLINE TRANSACTION FEE **\$3.25**

SWIM LESSONS

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

YOGA

4 classes **\$25.00**

DOG OBEDIENCE

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

MONTHLY CLASSES

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

1 day per week **\$25.00**

MONTHLY CLASSES WITH SUPPLIES

Includes cooking, painting, craft, photos

1 day per week **\$30.00**

VALENTINE’S DANCE

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

ELEMENTARY DANCES

\$5.00 per person/per dance

EASTER

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

FULL DAY- DAY CAMP

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

OTHER

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

LEAGUES

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

Will offer an early bird special on all leagues

SWIM TEAM

Summer season **\$125.00 + applicable State & Regional TAAF dues**
Includes TAAF membership, regional fees, caps, t-shirts, lifeguard on duty and coaches

MEADOWPARK FIELD LIGHTING

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

STREET DEPARTMENT

SIDEWALK/CONCRETE PERMIT

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

DRIVE APPROACH PERMIT

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

WATER DEPARTMENT

WATER DEPOSIT

Residential	\$60.00
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Fire Hydrant Meters	\$1,150.00
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Commercial	\$300.00 or an amount equal to 2 times the City monthly average for commercial users; after the 3rd bill, a monthly average for that user will be determined. Then deposit required will be equal to 2 months of the calculated monthly average for that user. Overpayments will be credited and underpayment will be due.
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Apartments \$35.00 per unit
In lieu of cash, a bond may be used for multi-unit dwelling deposit requirements. A bond tendered pursuant to this provision must be issued by a surety licensed to do business in the State of Texas, be in a form approved by the city attorney and have a term of not less than one year.

Sprinkler Meters, Commercial only	\$1,000.00
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SERVICE CHARGE (read meter-account set-up)	\$10.00
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SEWER TIE-IN FEE

4" tap on a 6" line	\$548.00
4" tap on a 8" line	\$603.00

4"SEWER MAIN TAP

(All taps larger than 4" require a manhole)

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

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

MANHOLES

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

CUT-OFF FEE \$30.00

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

AFTER HOURS TURN-ON \$50.00

METER TESTING FEE (per Customer Request)

METER 3/4"	\$50.00
METER 1"	\$60.00
METER 1 1/2" - 2"	\$180.00

METER 3" and Larger (quote upon request)
(Meter testing fees will only charged to customers where meter test results are determined to be accurate by 98.5% to 101.5%. Testing charges will be refunded back to the customer should test results fall below 98.5% or above 101.5%)

REPLACEMENT RESIDENTIAL METER BOX \$90.00

REPLACE BROKEN RESIDENTIAL METER \$100.00

METER 3/4"	\$960.00 for service tap and meter complete
	\$100.00 for meter

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

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

REPLACE BROKEN ANGLE STOPS

ANGLE STOP ¾"	\$110.00
ANGLE STOP 1"	\$150.00
ANGLE STOP 1 ½" – 2"	\$350.00
ANGLE STOPS 3" and Larger	(quote upon request)

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

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

Water usage for Fire Hydrant Meters:

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

SECTION 2. That City of Bedford Ordinance Number 11-3011 is hereby repealed. This Ordinance shall be and is hereby declared to be cumulative of all other Ordinances of the City of Bedford, and this Ordinance shall not operate to repeal or affect the Code of Ordinances of the City of Bedford or any Ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such Code or Ordinance are hereby repealed.

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

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

PRESENTED AND PASSED on this 23rd day of October 2012, by a vote of __ ayes, __ nays and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: Clifford Blackwell, C.G.F.O.
Director of Administrative Services

DATE: 10/23/12

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a non-exclusive distribution agreement with the North Texas Tollway Authority for the right to offer and issue TollTag® transponders to the traveling public at specific locations within the City of Bedford.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The North Texas Tollway Authority (NTTA) is an organization sanctioned by the State of Texas to develop and maintain high quality roadways in North Texas via turnpikes. Originally founded in 1997 to finance, construct and oversee turnpike projects, NTTA manages tollways designed to relieve traffic congestion, thus getting travelers around the region quickly, easily and safely.

NTTA relies primarily on its Electronic Toll Collection (ETC) system to eliminate travel delays by collecting tolls electronically. This system scans vehicles passing through and electronically debits the accounts of registered vehicle owners without requiring them to stop. If the vehicle is not enrolled, the system also alerts enforcers electronically. This is accomplished by utilizing the TollTag® transponder (“Tags”) as its main instrument by which cars are identified and accounts charged.

Tags can be issued by mail, or a patron can register his/her vehicle online and go to the nearest location to pick up a tag.

The City of Bedford is interested in partnering with NTTA in issuing Tags to registered applicants. In this agreement, the City would assign a Tag number to the applicant once he/she has opened an account adhering to the requirements of the NTTA. The City would then report its assignments to the NTTA and in return will received \$5.00 for each Tag account opened through the City.

NTTA will supply the Tag inventory as well as the materials that will be used to promote the program at the Bedford Public Library and City Hall Building B. Additionally, NTTA will train staff on how to access its system for applicant verification. Staff is considering adding more locations in the future, depending upon the success of the program.

The intent will be to install computer stations from unused inventory in the lobby areas of both the Library and Building B. Applicants may use the station to establish their accounts. Afterwards, they will approach the counter in either location to retrieve their Tag(s) once their account information has been verified.

The agreement is for an initial term of ten years and can be renewed for two additional three-year terms under the same conditions. In addition, this agreement can terminate upon 30 days written notice by either party.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a non-exclusive agreement with the North Texas Tollway Authority for the right to offer and issue TollTag® transponders to the traveling public at specific locations within the City of Bedford.

FISCAL IMPACT:

\$500 – Estimated Revenue

ATTACHMENTS:

Resolution
Non-exclusive Distribution Agreement
Exhibit A

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A NON-EXCLUSIVE DISTRIBUTION AGREEMENT WITH THE NORTH TEXAS TOLLWAY AUTHORITY FOR THE RIGHT TO OFFER AND ISSUE TOLL TAG TRANSPONDERS TO THE TRAVELING PUBLIC AT SPECIFIC LOCATIONS WITHIN THE CITY OF BEDFORD.

WHEREAS, the City Council of Bedford, Texas wishes to issue TollTag® transponders to the traveling public for use in connection with the electronic toll collection system; and,

WHEREAS, the City Council of Bedford, Texas wishes to enter into an agreement with the North Texas Tollway Authority to become a designated location for distribution of the transponders.

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

SECTION 1. That the City Manager is hereby authorized to enter into a non-exclusive distribution agreement for a ten-year term with the North Texas Tollway Authority for the purpose of issuing TollTag® transponders to the traveling public at specific locations within the City of Bedford.

SECTION 2. That the City of Bedford shall receive \$5.00 per Tag account opened at specific locations within the City.

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

PASSED AND APPROVED this 23rd day of October 2012, 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

NON-EXCLUSIVE DISTRIBUTION AGREEMENT

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NON-EXCLUSIVE DISTRIBUTION AGREEMENT

THIS NON-EXCLUSIVE DISTRIBUTION AGREEMENT (this “Agreement”) is made and entered into as of _____, ____ 2012, between the **NORTH TEXAS TOLLWAY AUTHORITY**, a regional tollway authority and political subdivision of the State of Texas (the “Authority”) and the **CITY OF BEDFORD** (the “DISTRIBUTOR”).

RECITALS:

The Authority operates an electronic toll collection system (the “System”) on its turnpike projects pursuant to a license agreement with Transcore Corporation (“Transcore”). In accordance with that license and other agreements, the Authority issues TollTag® transponders (collectively, “Tags” or individually, a “Tag”) to the traveling public for use in connection with the System. The parties have agreed that the CITY OF BEDFORD shall have the non-exclusive right to issue Tags upon the terms set forth herein.

Now, therefore, in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, the Authority and the CITY OF BEDFORD agree as follows:

1. GRANT.

Subject to the terms of this Agreement, the Authority grants to the CITY OF BEDFORD the non-exclusive right to offer and issue Tags to its customers at the locations listed on Exhibit A, attached hereto and incorporated herein. The Authority reserves the unrestricted right to grant other entities the right to offer and issue Tags on terms and conditions that the Authority deems appropriate in any location, area or market.

2. TERM.

The initial term of this Agreement shall be ten (10) years, commencing on the date first written above and terminating at Midnight on _____, 2022. This Agreement will automatically renew for two (2) additional three (3) year term(s), upon the same terms and conditions unless either party notifies the other, in writing, of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing term.

3. DUTIES OF THE CITY OF BEDFORD.

3.1 **Development of the Business.** The CITY OF BEDFORD shall utilize reasonable efforts to promote, advertise, market and issue Tags.

3.2 **Compliance with Issuing Procedures.** In connection with the issuance of each Tag, the CITY OF BEDFORD shall comply with the provisions set forth in this Agreement, including those contained in the form of “Procedures for Issuing Tags”, attached hereto as Exhibit B (the “Procedures”). Without limiting the provisions of the Procedures, the CITY OF BEDFORD shall furnish Tag applications to customers requesting the same. The CITY OF BEDFORD shall accept and review completed Tag applications and verify that (a) all required information has been provided in a complete and legible manner by the applicant, (b) the

applicant holds a current driver's license and (c) the applicant has a valid credit card of a type accepted by the Authority and that the card is in the name of the applicant. The CITY OF BEDFORD shall assign a Tag number to the applicant from the CITY OF BEDFORD available inventory, said Tag numbers to be assigned in numerical sequence beginning with the lowest available number. The CITY OF BEDFORD then shall transmit by facsimile the completed application to the Authority's Tag Store at the location designated in Section 12.9 below. The CITY OF BEDFORD shall issue and deliver a Tag only after (x) the Tag Store transmits back to the CITY OF BEDFORD the applicable account information and (y) the CITY OF BEDFORD verifies the applicant's driver's license against the completed application. The CITY OF BEDFORD then shall provide the Tag owner's kit to the applicant and shall instruct the applicant to read and follow the instructions contained therein. To the extent of any conflict between this Section 3.2 and the Procedures, the Procedures shall control. The Authority reserves the right to amend, supplement or supersede the Procedures at any time and, thereafter, the CITY OF BEDFORD shall, within a reasonable time after receiving written notice of the same, comply with said amended, supplemented or superseding Procedures.

If the CITY OF BEDFORD so chooses, a computer process available to the public in the designated location shall supplant the above facsimile process and the Authority will train the CITY OF BEDFORD personnel in conducting such a process.

3.3 **Advertising.** Any advertising or marketing of Tags by the CITY OF BEDFORD shall be in strict compliance with the Procedures, and all costs and expenses attributable thereto shall be the responsibility of the CITY OF BEDFORD.

3.4 **Reports.** The CITY OF BEDFORD shall maintain records of the issuance of Tags in substantially the same form as set forth in Exhibit C, attached hereto and incorporated herein for all purposes, reflecting such inventory and other related information as the Authority may require, including maintenance from each store location indicating all Tags furnished by the Authority, all Tags issued, all Tags in inventory, and any lost or unaccounted for Tags. Such reports shall be submitted to the Authority upon request.

3.5 **Service.** The CITY OF BEDFORD shall maintain high standards of service to all customers who purchase Tags and refrain from offering or issuing any Tags under circumstances that would reflect negatively on the Authority, the Tags or the System.

3.6 **Licensing.** The CITY OF BEDFORD shall comply with all applicable federal, state and local laws, rules and regulations and timely obtain all licenses, certificates or permits, if any, required for the offer and sale of Tags.

3.7 **Payment for Lost Tags.** The CITY OF BEDFORD shall pay the Authority \$10.00 for each lost or unaccounted for Tag as provided in Section 4.2 below.

4. DUTIES OF THE AUTHORITY.

4.1 **Advice and Promotional and Technical Materials.** The Authority may, from time to time, provide the CITY OF BEDFORD advice with respect to the promotion of Tags, as well as educational training updates at no cost to the CITY OF BEDFORD, which the CITY OF BEDFORD may use and/or follow in its sole discretion. The Authority may also make available

reasonable quantities of brochures, and instructional and point of purchase materials as the Authority, in its sole judgment, deems appropriate.

4.2 **Materials and Tags.** The Authority shall, at its expense, make available to the CITY OF BEDFORD the Tag applications and the Tag owner's kits. The Authority shall provide Tags to the CITY OF BEDFORD in boxes of 150 Tags. Upon receipt of Tags by the CITY OF BEDFORD, the CITY OF BEDFORD assumes responsibility for them unless and until said Tags are properly issued to customers or returned to the Authority in accordance with this Agreement. The CITY OF BEDFORD shall pay the Authority \$10.00 for each Tag that is lost or unaccounted for after receipt thereof by the CITY OF BEDFORD, and before issuance to any customer, said payment to be made by the 10th day of the month next following the month in which the CITY OF BEDFORD knew that the Tag was lost or unaccounted for. The CITY OF BEDFORD shall promptly notify and pay the Authority with respect to all lost or unaccounted for Tags. To facilitate timely delivery of Tags, each store location shall contact the Tag Store and order additional Tags when said store has 20 or fewer Tags. Within five (5) business days following the termination of this Agreement, the CITY OF BEDFORD shall return all un-issued Tags to the Authority, and all unreturned and un-issued Tags shall be conclusively deemed lost or unaccounted for, thereby unconditionally obligating the CITY OF BEDFORD for the \$10.00 per Tag payment described above.

4.3 **Payments to the CITY OF BEDFORD.** The Authority shall pay to the CITY OF BEDFORD \$5.00 for each Tag account opened by the CITY OF BEDFORD in compliance with this Agreement and the Procedures. The payment shall be made on a quarterly basis for the quarters ending on March 31st, June 30th, September 30th, and December 31st. The Authority shall make the payment on the 10th day of the month following the previous quarter (i.e., January 10th, April 10th, July 10th, and October 10th) for the accounts opened in the preceding quarter by a single check to the CITY OF BEDFORD. Within five (5) business days following the termination of this Agreement, the Authority shall be unconditionally obligated to pay to the CITY OF BEDFORD all outstanding amounts for accounts opened as provided herein.

5. **TRADEMARKS.**

The CITY OF BEDFORD acknowledges and agrees that Transcore and/or one of its affiliates is the owner of the trademark "TollTag®" (the "Trademark"). The CITY OF BEDFORD shall display and otherwise utilize the trademark in compliance with the Procedures. Without limiting the foregoing, the CITY OF BEDFORD shall display in good taste and a dignified manner the Trademark for the sole purpose of informing customers that the CITY OF BEDFORD issues Tags; provided, however, that the CITY OF BEDFORD shall discontinue the display or use of the Trademark or change the manner in which the Trademark is displayed or used when requested, in writing, to do so by the Authority. The CITY OF BEDFORD shall not disparage the Trademark.

6. **RELATIONSHIP OF THE PARTIES.**

The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between the CITY OF BEDFORD and the Authority, that the relationship between the CITY OF BEDFORD and the Authority is that of an independent contractor, and that nothing

in this Agreement is intended to make either party a general or special agent, joint venture partner, franchiser, franchisee or employee of the other for any purpose whatsoever. The CITY OF BEDFORD agrees to conspicuously identify itself in all dealings with customers, business personnel and others as an independent contractor distributing Tags pursuant to a non-exclusive agreement with the Authority.

7. CONFIDENTIAL INFORMATION.

The Authority possesses, either by license or otherwise, certain unique confidential and proprietary information and trade secrets consisting of information, records, data, processes, methods, techniques, products and knowledge owned, developed, compiled or acquired by the Authority. The CITY OF BEDFORD acknowledges that the Authority is the exclusive owner of such information. The CITY OF BEDFORD shall use such information only in connection with the offer and issuance of Tags under this Agreement and shall maintain the absolute confidentiality of such information during and after the term of this Agreement. Without limiting the foregoing, the CITY OF BEDFORD shall protect the confidentiality of all Tag records, account information, credit card information and other data and shall not disclose such records, information or data to any party other than authorized personnel of the Authority, unless disclosure of the information is required by law, statute or court order.

8. INSPECTIONS.

To determine whether the CITY OF BEDFORD is complying with this Agreement, the Authority shall have the right, at any reasonable time after providing three (3) business days advance written notice to the CITY OF BEDFORD, to inspect and copy any books, records and documents of the CITY OF BEDFORD relating to the issuance of Tags.

9. OWNERSHIP AND TRANSFER REQUIREMENTS.

9.1 **Transfer by the Authority.** This Agreement is fully transferable by the Authority and shall inure to the benefit of any person or entity to whom it is transferred, or to any other legal successor to the Authority's interest in this Agreement.

9.2 **Transfer by the CITY OF BEDFORD.** The CITY OF BEDFORD understands and acknowledges that the rights and duties created by this Agreement are personal to the CITY OF BEDFORD and that the Authority has entered into this Agreement in reliance upon the CITY OF BEDFORD's character, skill, aptitude, attitude, business ability and financial capacity. Accordingly, this Agreement may not be transferred without the Authority's prior written approval. Any transfer that is made without the Authority's prior written approval shall constitute a breach of this Agreement and shall convey no interest.

9.3 **Effect of Consent to Transfer.** Any transfer of this Agreement as provided in this Section shall not constitute a waiver of any claims either party may have against the other, nor shall it be deemed a waiver of either party's right to demand exact compliance with any of the terms or conditions of this Agreement by any transferee.

10. TERMINATION.

10.1 **Default.** This Agreement shall terminate if a party fails to correct its non-compliance with any provision of this Agreement within five (5) business days after receipt of written notice of said noncompliance from the other party.

10.2 **Non-Default.** This Agreement shall terminate upon thirty (30) days prior written notice by either party to the other party of its intent to terminate this Agreement for any reason.

11. RIGHTS AND OBLIGATIONS UPON TERMINATION OF THE LICENSE.

11.1 **Payment of Amounts Owed.** The Authority and the CITY OF BEDFORD each agree to pay within ten (10) business days after the effective date of termination of this Agreement all amounts owed to the other party that are then unpaid.

11.2 **Compliance.** The CITY OF BEDFORD agrees that immediately upon the termination of this Agreement, the CITY OF BEDFORD shall:

(a) Cease to directly or indirectly at any time identify the CITY OF BEDFORD or any business with which the CITY OF BEDFORD is associated as being authorized to issue Tags;

(b) not use the Trademark or any colorable imitation of the Trademark in any manner or for any purpose, or use for any purpose any other commercial symbol that suggests or indicates an association or continuing contractual relationship with the Authority, except as required by law, statute or court order; and

(c) not interfere with the new or ongoing issuance of Tags elsewhere.

11.3 **Continuing Obligations.** All obligations of this Agreement which expressly or by their nature survive the expiration, termination or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination or transfer until such are satisfied in full or by their nature expire.

11.4 **Return of Tags.** Upon termination of this Agreement for any reason, the CITY OF BEDFORD shall, within a reasonable time, return to the Authority, at the location designated in Section 12.9 below, all materials provided by the Authority relating to Tags.

12. MISCELLANEOUS.

12.1 **Severability.** Each provision of this Agreement is deemed to be severable and independent of any other provisions. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12.2 **No Waiver.** If, at any time, either party does not exercise a right or power available to that party under this Agreement, or as allowed by law, or does not insist on the other party's strict compliance with the terms of this Agreement, or if there develops a custom or

practice which is at variance with the terms of this Agreement, neither party shall be deemed to have waived any right to demand exact compliance with any of the terms of this Agreement at a later time upon written notice to the other. Similarly, either party's waiver of any particular breach or series of breaches under this Agreement, shall not affect either party's right to enforcement with respect to any later breach. It shall also not be deemed to be a waiver of any breach of this Agreement for either party to accept payments which are due to it under this Agreement.

12.3 **Cumulative Remedies.** The rights and remedies specifically granted by this Agreement, to either party, shall not be deemed to prohibit either party from exercising any other right or remedy provided under this Agreement or permitted by law or equity.

12.4 **Applicable Law.** THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED UNDER TEXAS LAW AND EXCLUSIVE VENUE SHALL LIE IN COLLIN COUNTY, TEXAS.

12.5 **Entire Agreement.** This Agreement, including the introduction, the Procedures and all other exhibits to it, constitutes the entire agreement between the CITY OF BEDFORD and the Authority, and there are no other oral or written understandings or agreements between the CITY OF BEDFORD and the Authority concerning the subject matter of this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement may be modified only by written agreement signed by both the CITY OF BEDFORD and the Authority.

12.6 **No Other Beneficiaries.** The Authority shall not, because of this Agreement, be liable to any person or legal entity who is not a party to this Agreement, and no other party shall have any rights because of this Agreement.

12.7 **Construction.** All headings of the various Articles and Sections of this Agreement are for convenience only and do not affect the meaning or construction of any provision. All references in this Agreement to masculine, neuter or singular usage shall be construed to include the masculine, feminine, neuter or plural usages wherever applicable. The language of this Agreement will in all cases be construed in accordance with its fair meaning and not strictly for or against the Authority or the CITY OF BEDFORD.

12.8 **Counterparts.** This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

12.9 **Notices.** Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid, or sent by prepaid facsimile (provided that the sender confirms the facsimile by sending an original confirmation copy thereof by certified or registered mail or expedited delivery service within three days after transmission thereof) to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties:

If to the Authority by U.S. Mail: North Texas Tollway Authority
P.O. Box 260729
Plano, Texas 75026
ATTN: Marketing Manager

If to the Authority by hand delivery or air courier: North Texas Tollway Authority
5900 W. Plano Parkway
Suite 100
Plano, Texas 75093
ATTN: Marketing Manager

Notices to the CITY OF BEDFORD: City of BEDFORD
2000 Forest Ridge Dr.
BEDFORD, TX 76021
ATTN:

Any notice shall be deemed to have been given at the time of personal delivery or, in the case of expedited delivery service, upon receipt or, in the case of registered or certified mail, three (3) days after the date and time of mailing and any notice given hereunder by facsimile shall be deemed to have been given upon receipt thereof.

12.10 **Sovereign Immunity**. The parties agree that the CITY OF BEDFORD has not waived its sovereign immunity by entering into and performing the obligations set forth in this Agreement.

[Signature Page Follows]

The parties now execute and deliver this Agreement as of the date first written above.

CITY OF BEDFORD

NORTH TEXAS TOLLWAY AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A
LOCATIONS ISSUING TAGS
CITY OF BEDFORD

Exhibit B

PROCEDURES FOR ISSUING TOLLTAGS

Manual Application Procedures

1. Customer fills out the application in its entirety
2. Verify the customer's drivers license and credit card information
3. Log onto <https://csc.ntta.org/ThirdParty/>
4. Enter your username
5. Enter your password
6. Select location
7. Click the Log In
8. Fill in all the sections under New Account Setup
9. Click Save
10. Close the Credit Card Scan Pop-up
11. Enter the Credit Card Information and verify the billing address
12. Click Save
13. Manually enter the TollTag number in the Tag ID box under the Vehicle Maintenance screen
14. Continue filling out the vehicle information
15. Click Save
16. Click New for additional vehicles
17. Repeat steps 13-15
18. Click Save
19. Select Credit Card under Payment Type
20. Fill out the payment section
21. Click Check Out
22. Confirm the payment
23. Click Ok
24. Select the customer from the Fulfillment screen
25. Enter the Tag ID(s)
26. Click Update
27. Print a copy of the receipt for the customer
28. Fill out the Inventory Control Log
29. Give the customer their TollTag(s), Starter Kit and Application

Kiosk Procedures

1. Customer fills out the online application
2. Customer picks up their TollTag(s) from the assigned location(s)
3. Employee logs onto <https://csc.ntta.org/ThirdParty/>
4. Enter your username
5. Enter your password
6. Click Tag Requests on the left side of the screen
7. Verify the customer's drivers license
8. Select the customer

9. Enter the Tag ID
10. Click Update
11. Print a copy of the receipt for the customer
12. Fill out the Inventory Control Log
13. Give the customer their TollTag(s), Starter Kit and Application

Web Site Link Procedures

1. The CITY OF BEDFORD's IT department incorporates the links onto each computer. (NTTA will provide the logos and activate the link during the set-up process.
2. Customer clicks on the NTTA link on <http://>
3. Customer fills out the online application
4. Customer picks up their TollTag(s) from the assigned location(s)
5. Employee logs onto <https://csc.ntta.org/ThirdParty/>
6. Enter your username
7. Enter your password
8. Click Tag Requests on the left side of the screen
9. Verify the customer's drivers license
10. Select the customer
11. Enter the Tag ID
12. Click Update
13. Print a copy of the receipt for the customer
14. Fill out the Inventory Control Log
15. Give the customer their TollTag(s), Starter Kit and Application

Exhibit C

TOLLTAG INVENTORY CONTROL

Sample

NTTA TAG AGENT'S TOLLTAG INVENTORY CONTROL

Phone:
Fax:
Location:
Box ID:
Shipped Date:

	TOLLTAG NUMBER	DATE ISSUED	CUSTOMER'S NAME	ACCOUNT NUMBER	CLERK NAME	NTTA CSR	PROCESS DATE
1	01726901						
2	01726902						
3	01726903						
4	01726904						
5	01726905						
6	01726906						
7	01726907						
8	01726908						
9	01726909						

SAMPLE



EXHIBIT A

LOCATIONS ISSUING TAGS

CITY OF BEDFORD

Bedford City Hall (Building B) 2000 Forest Ridge Drive, 76021

Bedford Public Library 2424 Forest Ridge Drive, 76021

FUTURE LOCATIONS

Bedford Law Enforcement Center 2121 L. Don Dodson, 76021

Bedford Boys Ranch 2801 Forest Ridge Drive, 76021



Council Agenda Background

PRESENTER:

Clifford Blackwell, C.G.F.O.
Director of Administrative Services

DATE: 10/23/12

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

ITEM:

Consider a resolution authorizing the City Manager to enter into an Interlocal Cooperation Contract with the Texas Department of Public Safety for the purpose of participating in an automated failure to appear (FTA) program in accordance with Section 706.008 of the Texas Transportation Code.

City Attorney Review: No

City Manager Review: _____

DISCUSSION:

In April 2007, the City Council authorized the City of Bedford to enter in an Interlocal Cooperation Contract with the Texas Department of Public Safety (TDPS) for the purpose of participating in its failure to appear (FTA) program as authorized by Section 706.008 of the Texas Transportation Code. The program, which initially began in 1996, is administered by a third party, Omni Base, who maintains the TDPS database of driver's license information. The basis of the program is to deny the renewal of a driver's license until the violator has paid his/her delinquent citation(s).

A citation becomes delinquent when the violator has failed to pay, contact the court, and/or appeared before the judge by the due date of his/her case. Once the citation is considered delinquent, staff uploads the delinquent offenses into the Omni Base system. Omni Base will then notify the violator of his/her driver's license renewal restriction via a notification letter (example attached). The letter directs the violator to the municipal court to resolve any outstanding offenses. Municipal Court will then collect the outstanding fines, court costs, and the statutory fee of \$30 per violation in order to remove the violator from the Omni Base system.

The \$30 statutory fee is payable to the following entities: \$20 is payable to TDPS, \$6 is payable to Omni Base, and \$4 remains with the City of Bedford. This fee is paid by the violator and is collected by the Court. The City of Bedford does not incur this fee. In addition, there is no restriction on how the City uses its \$4 portion of the fee; therefore, it is collected in the City's General Fund. In FY2011-2012, 1,946 violations have been resolved, collecting \$590,372 in fines/fees and resulting in \$7,784 collected via the \$4 fee in the Omni Base FTA program.

The original contract that was signed in 2007 allowed for its automatic renewal every year. However, during the 82nd Legislative Session, Section 706.005 of the Texas Transportation Code was amended to require the court to "immediately" notify TDPS when a violator's citation has been closed. Prior to this change, the contract allowed the court five business days to notify TDPS (see Section XVII of the contract). Staff is recommending the approval of this Interlocal Cooperation Contract that has been amended to require the court to immediately notify TDPS when a citation has been closed.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter in to an Interlocal Cooperation Contract with the Texas Department of Public Safety for the purpose of participating in an automated failure to appear program in accordance with Section 706.008 of the Texas Transportation Code.

FISCAL IMPACT:

\$7,800 in Estimated Revenue

ATTACHMENTS:

**Resolution
Interlocal Cooperation Contract
Sample Violator Letter**

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL COOPERATION CONTRACT WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY FOR THE PURPOSE OF PARTICIPATING IN AN AUTOMATED FAILURE TO APPEAR PROGRAM IN ACCORDANCE WITH SECTION 706.008 OF THE TEXAS TRANSPORTATION CODE.

WHEREAS, the Texas Department of Public Safety contracts with Omni Base Services of Texas to administer its automated failure to appear (FTA) program; and,

WHEREAS, the City Council of Bedford, Texas recognizes the need for greater enforcement for outstanding citations; and,

WHEREAS, the City Council of Bedford, Texas believes that participating in the Texas Department of Public Safety FTA program will benefit the City.

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

SECTION 1. That the City Council does hereby authorize the City Manager to enter into an Interlocal Cooperation Contract with the Texas Department of Public Safety for the purpose of participating in an automated failure to appear (FTA) program in accordance with Section 706.008 of the Texas Transportation Code.

PASSED AND APPROVED this 23rd day of October 2012, 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

Interlocal Cooperation Contract

STATE OF TEXAS

§

COUNTY OF _____

§

§

I. Parties

This Interlocal Cooperation Contract (“Contract”) is made and entered into between the Texas Department of Public Safety (“TDPS”), a political subdivision of the State of Texas, and the _____ of _____, a local political subdivision of the State of Texas.

II. Overview

The purpose of this Contract is to implement the provisions of Texas Transportation Code Chapter 706. A local political subdivision may contract with the TDPS to provide information necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the court in a matter involving any offense that a court has jurisdiction of under Chapter 4, Code of Criminal Procedure.

The TDPS has authority to contract with a private vendor (“Vendor”) pursuant to Texas Transportation Code §706.008. The Vendor will provide the necessary goods and services to establish an automated system (“FTA System”) whereby information regarding violators subject to the provisions of Texas Transportation Code Chapter 706 may be accurately stored and accessed by the TDPS. Utilizing the FTA System as a source of information, the TDPS may deny renewal of a driver license to a person who is the subject of an FTA System entry.

Each local political subdivision contracting with the TDPS will pay monies to the Vendor based on a fee certain established by this Contract. The TDPS will make no direct or indirect payments to the Vendor. The Vendor will ensure that accurate information is available to the TDPS, political subdivisions and persons seeking to clear their licenses at all reasonable times.

III. Definitions

“Complaint” means notice of an offense as defined in Article 27.14(d) or Article 45.019, Code of Criminal Procedure.

“Department” or “TDPS” means the Texas Department of Public Safety.

“Failure to Appear Program” or “FTA Program” refers to the implementation efforts of all parties, including those system components provided by the TDPS, local political subdivisions and the Vendor, including the FTA System.

“Failure to Appear System” or “FTA System” refers to the goods and services, including all hardware, software, consulting services, telephone and related support services, supplied by the Vendor.

“FTA Software” refers to computer software developed or maintained now or in the future by the Vendor to support the FTA System.

“Originating Court” refers to the court in which an applicable violation has been filed for which a person has failed to appear or failed to pay or satisfy a judgment and which has submitted an appropriate FTA Report.

“State” refers to the State of Texas.

“Local political subdivision” refers to a city or county of the State of Texas.

Unless otherwise defined, terms used herein shall have the meaning assigned by Texas Transportation Code Chapter 706 or other relevant statute. Terms not defined in this Contract or by other relevant statutes shall be given their ordinary meanings.

IV. Governing Law

This Contract is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

V. Venue

The parties agree that this contract is deemed performable in Travis County, Texas, and that venue for any suit arising from the interpretation or enforcement of this Contract shall lie in Travis County, Texas.

VI. Application and Scope of Contract

This Contract applies to each FTA Report submitted to and accepted by the TDPS or the Vendor by the local political subdivision pursuant to the authority of Texas Transportation Code Chapter 706.

VII. Required Warning on Citation for Traffic Law Violations

A peace officer authorized to issue citations within the jurisdiction of the local political subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning shall be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

VIII. FTA Report

If the person fails to appear or fails to pay or satisfy a judgment as required by law, the local political subdivision may submit an FTA Report containing the following information:

- (1) the jurisdiction in which the alleged offense occurred;
 - (2) the name of the local political subdivision submitting the report;
 - (3) the name, date of birth and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
 - (4) the date of the alleged violation;
 - (5) a brief description of the alleged violation;
 - (6) a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
 - (7) the date that the person failed to appear or failed to pay or satisfy a judgment;
- and
- (8) any other information required by the TDPS.

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The local political subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative.

IX. Clearance Reports

The originating court that files the FTA Report has a continuing obligation to review the report and promptly submit appropriate additional information or reports to the Vendor or the TDPS. The clearance report shall identify the person, state whether or not a fee was required, advise the TDPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted ~~within five business days of~~ immediately from the time and date that the originating court receives appropriate payment or other information that satisfies the citizen's obligation to that court.

To the extent that a local political subdivision utilizes the FTA Program by submitting an FTA Report, there is a corresponding obligation to collect the statutorily required \$30.00 administrative fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the originating court shall not require payment of the administrative fee. The local political subdivision shall submit a clearance report within five business days advising the TDPS to lift the denial of renewal and identifying the grounds for the action.

The local political subdivision must promptly file a clearance report upon payment of the administrative fee and:

- (1) the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
- (2) the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
- (3) the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
- (4) the payment or discharge of the fine and cost owed on an outstanding judgment of the court; or
- (5) other suitable arrangement to pay the fine and cost within the court's discretion.

The TDPS will not continue to deny renewal of the person's driver license after receiving notice from the local political subdivision that the FTA Report was submitted in error or has been destroyed in accordance with the local political subdivision's record retention policy.

X. Compliance with Law

The local political subdivision understands and agrees that it will comply with all local, state and federal laws in the performance of this Contract, including administrative rules adopted by the TDPS.

XI. Accounting Procedures

An officer collecting fees pursuant to Texas Transportation Code §706.006 shall keep separate records of the funds and shall deposit the funds in the appropriate municipal or county treasury. The custodian of the municipal or county treasury may deposit such fees in an interest-bearing account and retain the interest earned thereon for the local political subdivision. The custodian shall keep accurate and complete records of funds received and disbursed in accordance with this Contract and the governing statutes.

The custodian shall remit \$20.00 of each fee collected pursuant to Texas Transportation Code §706.006 to the Comptroller on or before the last day of each calendar quarter and retain \$10.00 of each fee for payment to the Vendor and credit to the general fund of the municipal or county treasury.

XII. Payments to Vendor

The TDPS has contracted with OmniBase Services of Texas (“Vendor”), a corporation organized and incorporated under the laws of the State of Texas, with its principal place of business in Austin, Texas, to assist with the implementation of the FTA Program.

Correspondence to the Vendor may be addressed as follows:

OmniBase Services of Texas
7320 North Mo Pac Expressway, Suite 310
Austin, Texas 78731
(512) 346-6511 ext. 100; (512) 346-9312 (fax)

The local political subdivision must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the local political subdivision has subsequently collected the statutorily required \$30.00 administrative fee. In the event that the person has been acquitted of the underlying charge, no payment will be made to the Vendor or required of the local political subdivision.

The parties agree that payment shall be made by the local political subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

XIII. Litigation and Indemnity

In the event that the local political subdivision is aware of litigation in which this Contract or Texas Transportation Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the local political subdivision shall make a good faith effort to notify the TDPS immediately.

Each party may participate in the defense of a claim or suit affecting the FTA Program, but no costs or expenses shall be incurred for any party by the other party without written consent.

To the extent authorized by law, the local political subdivision City agrees to indemnify and hold harmless the TDPS against any claims, suits, actions, damages

and costs of every nature or description arising out of or resulting from the performance of this Contract, and the local political subdivision further agrees to satisfy any final judgment awarded against the local political subdivision or the TDPS arising from the performance of this Contract, provided said claim, suit, action, damage, judgment or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of the TDPS.

It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the TDPS, unless such litigation does not name the TDPS as a party.

This section is subject to the statutory rights and duties of the Attorney General for the State of Texas.

XIV. Contract Modification

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract.

XV. Severability

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

XVI. Multiple Counterparts

This agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one agreement. But, in making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart.

XVII. Effective Date of Contract

This contract shall be in effect from and after the date that the final signature is set forth below. This contract shall automatically renew on a yearly basis. However, either party may terminate this agreement upon thirty days written notice to the other party. Notice may be given at the following addresses:

Local Political Subdivision

Texas Department of Public Safety
Attn: Enforcement and Compliance Service
5805 North Lamar Boulevard
Austin, Texas 78773-0001
(512) 424-5948 [fax]

Notice is effective upon receipt or three days after deposit in the U. S. mail, whichever occurs first. After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

**TEXAS DEPARTMENT OF
PUBLIC SAFETY**

LOCAL POLITICALSUBDIVISION*

Sheri Gipson
Chief of Finance

Authorized Signature

Date

Title

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the local political subdivision. Each signature block must contain the person's title and date.



TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN TEXAS 78773-0001
512/424-2600



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
BECKWORTH
CHERYL MacBRIDE
DEPUTY DIRECTORS

COMMISSION
ALLAN B. POLUNSKY, CHAIR
ADA BROWN
JOHN STEEN
CARIN MARCY BARTH
A CYNTHIA LEON

August 3, 2012

BEDFORD MUNICIPAL COURT
2000 FOREST RIDGE DR
BEDFORD TX 76021

Dear Court Administrator:

You currently have a contract for the Failure To Appear Program offered by the Driver License Division under Transportation Code Chapter 706.

During the 82nd Legislative Session, Section 706.005 was amended to require courts to immediately notify us when no cause exists to continue to deny renewal of a person's driver license. Under the existing contract, courts are required to report compliance within 5 business days.

To continue this contract, your court must complete and submit the enclosed amended contract. Please complete all of the appropriate entries on the contract, and arrange for the approval and signature of the presiding official authorized to sign contractual documents in your jurisdiction (mayor, city manager, county judge, etc.) within 45 days of the receipt of this letter.

Only 1 original signed contract should be submitted for each political subdivision; if you require a final copy for your records, please indicate so when you return the document. Signed contracts must be returned to:

**Texas Department of Public Safety
Attn: Enforcement and Compliance Service
P.O. Box 4087
Austin, Texas 78773-0320**

After the contract has been returned, it will be processed for approval. Any changes made to this contract by the political subdivision will result in the rejection of the contract. Should you have further questions, please contact a Customer Service Representative at 512-424-5727.

Respectfully,

Manager
Enforcement and Compliance Service

RH: tfp

Enclosure

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The local political subdivision must immediately file a clearance report upon payment of the administrative fee and:

- (1) the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
- (2) the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
- (3) the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
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- (5) other suitable arrangement to pay the fine and cost within the court's discretion.

The TDPS will not continue to deny renewal of the person's driver license after receiving notice from the local political subdivision that the FTA Report was submitted in error or has been destroyed in accordance with the local political subdivision's record retention policy.

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calendar quarter and retain \$10.00 of each fee for payment to the Vendor and credit to the general fund of the municipal or county treasury.

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The parties agree that payment shall be made by the local political subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

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In the event that the local political subdivision is aware of litigation in which this Contract or Texas Transportation Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the local political subdivision shall make a good faith effort to notify the TDPS immediately.

Each party may participate in the defense of a claim or suit affecting the FTA Program, but no costs or expenses shall be incurred for any party by the other party without written consent.

To the extent authorized by law, the local political subdivision City agrees to indemnify and hold harmless the TDPS against any claims, suits, actions,

damages and costs of every nature or description arising out of or resulting from the performance of this Contract, and the local political subdivision City further agrees to satisfy any final judgment awarded against the local political subdivision City or the TDPS arising from the performance of this Contract, provided said claim, suit, action, damage, judgment or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of the TDPS.

It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the TDPS, unless such litigation does not name the TDPS as a party.

This section is subject to the statutory rights and duties of the Attorney General for the State of Texas.

XIV. Contract Modification

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract.

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This Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one Contract. But, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

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Local political subdivision

Texas Department of Public Safety
Attn: Enforcement and Compliance Service
5805 North Lamar Boulevard
Austin, Texas 78773-0001
(512) 424-5311 [fax]

Notice is effective upon receipt or three days after deposit in the U. S. mail, whichever occurs first. After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

**TEXAS DEPARTMENT OF
PUBLIC SAFETY**

LOCAL POLITICAL SUBDIVISION*

Sheri Gipson
Deputy Administrator

Authorized Signature

Date

Title

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the local political subdivision. Each signature block must contain the person's title and date.

TEXAS DEPARTMENT OF PUBLIC SAFETY

1 (800) 686-0570



NOTICE OF DENIAL OF RENEWAL OF TEXAS DRIVER LICENSE

SAMPLE

Acting under contract with the Texas Department of Public Safety, OmniBase has received a report that you have been cited for an offense under the jurisdiction of the court listed below and have subsequently violated a promise to appear in court or failed to pay or satisfy the judgement for the violation.

Pursuant to Chapter 706 of the Texas Transportation Code, the Department of Public Safety will deny renewal of your driver license until the originating court identified below has electronically cleared the following offense(s) from the database:

<u>City Or County</u>	<u>Offense Date</u>	<u>Docket Number</u>	<u>Offense Description</u>	<u>Fines, Cost and Fees</u>
---------------------------	-------------------------	--------------------------	--------------------------------	---------------------------------

ORIGINATING COURT

In the event renewal of your driver license is denied, you would then be prohibited from operating a motor vehicle on a public street or highway in this state. Violation would constitute a misdemeanor punishable by a fine of up to \$500.00 and/or confinement for up to six months. Please note that the Department of Public Safety will not clear your driver record or renew your driver license without authorization from the court(s) identified at the left.

You must resolve the outstanding violations before the Department of Public Safety will be able to renew your license. **You should contact the court listed to confirm the amount of the fines, costs, and fees and verify that a court appearance is not required** If you want to contest the above report, or if you desire to request trial on the charge(s) filed against you, you should call or write the court listed above. You may retain an attorney at your own expense.

An offense will be cleared from the failure to appear or pay database within three (3) business days from the date payment is secured and reported to OmniBase by the originating court. For information on how to contact the court, you may call either of the following numbers:

(800) 686-0570 (toll free), or
(512) 342-0915 in Austin

COURTESY – SERVICE - PROTECTION

AVISO DE NEGACION DE RENOVAR LA LICENCIA DE MANEJAR DE TEXAS

Actuando bajo contrato con el Departamento de Seguridad Publica del Estado de Texas, OmniBase ha recibido uno o mas reportes de la corte(s) que ha sido usted citado por una violacion y que ademas fallo de Presentarse en la corte.

Segun el Capitulo 706 de los codigos de Transportacion de Texas, o sea, leyes estatales, el Departamento de Seguridad Publica, se niega en renovarle su licencia de manejar hasta que la corte originadora haya aclarado las ofensas identificadas al reverso de esta pagina.

En caso de que la renovacion de su licencia sea negada, se le prohibira, conducir un automovil en las calles o carreteras de este estado. Violar esta ley constituira una falla menor que lleva un castigo de multa hasta \$500 y/o carcel hasta seis (6) meses. El Departamento de Seguridad Publica no puede aclarar su archivo de manejar o renovar su licencia de manejar sin autorizacion de la corte(s).

Tiene que resolver la ofensa(s) antes de que el Departamento le pueda renovar su licencia de manejar. Si usted quiere apelar el porque no se presento en la corte, o si usted desea pedir un juicio sobre el cargo que se archivo en contra de usted, debe de comunicarse con la corte en la ciudad o condado en donde el cargo se archivo o para confirmar las deudas. Puede obtener un abogado a su costo.

La ofensa sera aclarada de su archivo dentro de tres (3) dias de trabajo excluyendo el fin de semana desde la fecha en que la corte recibe su pago y aclara el archivo con OmniBase. Para informacion en como comunicarse con la corte puede llamar a cualquiera de los siguientes numeros de telefono.

(800) 686-0570 (gratis) o
(512) 342-0912 (en Austin)



Council Agenda Background

PRESENTER: John F. Kubala, P.E., Public Works Director

DATE: 10/23/12

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to purchase a Weiler P385 asphalt paver in the amount of \$156,832 from Holt Cat through the BuyBoard Cooperative Purchasing Agreement.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

On September 11, 2012, the Bedford City Council passed an ordinance adopting the FY 2012/13 Budget. Funds in the amount of \$157,000 were allocated within the Street Improvement Economic Development Corporation (SIEDC) budget for the purchase of a replacement asphalt paver. This will replace an asphalt paver purchased in 1993, unit #577. Unit #577 currently has an hour reading of 726, which is the number of hours the machine has been operated. The current machine loses power frequently, which results in frequent stops reducing the smoothness of the finished repair. The equipment is used for asphalt pavement repairs on commercial and residential streets. The new equipment will have the capability to push loaded dump trucks and reduce stopping to load the machine with asphalt resulting in a smoother repair and reduced amount of time to complete the repair and open the roadway to traffic. The old paver will be placed in auction.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a Weiler P385 asphalt paver in the amount of \$156,832 from Holt Cat through the BuyBoard Cooperative Purchasing Agreement.

FISCAL IMPACT:

Street Improvement Economic Development Corporation (SIEDC) Fund - \$156,832

ATTACHMENTS:

Resolution
Holt Cat Quote

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A WEILER P385 ASPHALT PAVER IN THE AMOUNT OF \$156,832 FROM HOLT CAT THROUGH THE BUYBOARD COOPERATIVE PURCHASING AGREEMENT.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase a replacement asphalt paver with funds approved in the Street Improvement Economic Development Corporation FY 2012/13 budget; and,

WHEREAS, the City Council of Bedford, Texas determines that the purchase of said replacement asphalt paver be through the BuyBoard Cooperative Purchasing Agreement.

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

SECTION 1. That the City Manager is hereby authorized to purchase a Weiler P385 asphalt paver in the amount of \$156,832 from Holt Cat through the BuyBoard Cooperative Purchasing.

SECTION 2. That funding in the amount of \$156,832 will be paid out of the Street Improvement Economic Development Corporation Budget

PASSED AND APPROVED this 23rd day of October 2012, 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



*** PROPOSAL ***

One (1) New Weiler P385 asphalt paver equipped with the following standard equipment;

Cat C3.4 83hp Tier III diesel engine, hydrostatic drive with dual track system, Track length 90" with 14" track pads, 74" track gauge, 6 lower rollers per side and one carrier roller per track group. 118" wide dump hopper with folding wings for transport width of 102", 9 ton hopper capacity with 24" truck clearance. Height of 70" and operating weight of 18,000 lbs.

Overall length with screed 13'2", screed weight is 3,000 lbs.

Screed width is 8' to 15'8" at full extension, 3/8" x 16.5" main screed plate of Hardox steel, front mounted screed extensions are 3/8" x 8" Hardox steel.

Electric screed heat elements, screed crown adjustment of +/- 3" and screed vibration system of 2 x 2500 VPM.

14" NI-hard segmented augers, dual control stations, lever steering, sonic feed sensors, pre-wired for grade and slope controls. Fuel capacity of 22 gallons, hydraulic oil capacity 25 gallons. Includes two operator seats, and one (1) handheld remote control. Topcon System grade and slope. Handheld remotes. Truck Hitch. Strobe Light, Lighting Group.

List price \$174,981

LESS MINIMUM BUYBOARD DISCOUNT -9%

DELIVERY TO CUSTOMER'S YARD

QUOTE IS VALID FOR 90 DAYS

TOTAL QUOTED PRICE	\$156,832
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Council Agenda Background

PRESENTER: John F. Kubala, P.E., Public Works Director

DATE: 10/23/12

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

ITEM:

Consider a resolution authorizing the City Manager to purchase a Battery Operated LED Light Tower System from Light Towers USA in the amount of \$15,658.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On September 11, 2012, the City Council passed an ordinance adopting the FY 2012/2013 Budget. Funds in the amount of \$17,000 were allocated within the Water and Sewer Budget for the purchase of a Light Tower System. The Public Works Department currently utilizes the Police Department light tower system. That light tower has a problem in that it will shut down at odd times and the lights will not come back on for approximately 15 to 20 minutes. This leaves the crew without any lighting until it comes back on. The new light tower system would allow safer work to be performed at night or in low-light situations by providing greater visibility for crews and the public in construction zones, such as main breaks, sewer, and street repairs, when crews are working in streets and easements.

Two bids were received on the light tower. The low bid in the amount of \$15,658 was received by Light Towers USA. The other bidder was United Rentals in the amount of \$21,593. Features of the Battery Operated LED Light Tower include no motor to maintain, instant lighting, and no engine noise to disturb customers, no emissions and no fueling cost.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a Battery Operated LED Light Tower System from Light Towers USA in the amount of \$15,658.

FISCAL IMPACT:

Public Works Water Distribution Division -
\$15,658

ATTACHMENTS:

Resolution

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A BATTERY OPERATED LED LIGHT TOWER SYSTEM FROM LIGHT TOWERS USA IN THE AMOUNT OF \$15,658.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase a battery operated LED light tower system with funds approved in the FY 2012/13 Water and Sewer budget; and,

WHEREAS, the City Council of Bedford, Texas determines that the purchase of a light tower system would allow safer work to be performed at night or in low-light situations by providing greater visibility for crews and the public in construction zones.

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

SECTION 1. That the City Council authorizes the City Manager to purchase a Battery Operated LED Light Tower System from Light Towers USA in the amount of \$15,658.

SECTION 2. That funding in the amount of \$15,658 will be paid out of the Public Works Water Distribution Division Budget.

PASSED AND APPROVED this 23rd day of October 2012, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: John F. Kubala, P.E., Public Works Director

DATE: 10/23/12

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to enter into an agreement with Tarrant County and to recommend to the County to accept the bid and award a contract to PC Contractors, LLC in the amount of \$96,544.17 for the City of Bedford 38th Year Community Development Block Grant (CDBG) Sanitary Sewer Improvements Project (Memphis Drive/Central Drive).

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On January 24, 2012, the City Council held a public hearing and approved a resolution authorizing the City Manager to pursue grant funding from the Tarrant County Community Development Block Grant (CDBG) 38th Year Program for the sanitary sewer improvements in the 2000 block of Memphis Drive (Mid-block east to Central Drive), 1100 block of Central Drive from Knoxville Drive to just south of Schumac Lane and the 2000 block of Schumac Lane west of Central Drive. The City of Bedford was awarded \$92,175 in funding by Tarrant County.

Tarrant County opened the bids for the City of Bedford 38th Year CDBG Project on October 10, 2012. The lowest bid was submitted by PC Contractors, LLC in the amount of \$139,602.19, with a Deductive Alternate Bid "A" in the amount of \$21,559.15 and Deductive Alternate Bid "B" in the amount of \$21,498.87 for a total low bid of \$96,544.17. With only \$92,175 in CDBG funding, we propose to fund the additional \$4,369.17 from the Utility Maintenance Fund. This amount will only allow the replacement of the sanitary sewer main in Memphis Drive from Central Drive west a distance of approximately 500' and the sanitary sewer main in Central Drive from Knoxville Drive to Schumac Lane. The sanitary sewer main will be replaced by pipe bursting. Pipe bursting is a method of sanitary sewer main replacement used in lieu of digging up the street and replacing the main.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an agreement with Tarrant County and to recommend to the County to accept the bid and award a contract to PC Contractors, LLC in the amount of \$96,544.17 for the City of Bedford 38th Year Community Development Block Grant (CDBG) Sanitary Sewer Improvements Project (Memphis Drive/Central Drive).

FISCAL IMPACT:

Tarrant County Community Development Block Grant - \$92,175
Utility Maintenance Fund - \$4,369.17

ATTACHMENTS:

Resolution
Bid Tabulation
Location Map

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TARRANT COUNTY AND TO RECOMMEND TO THE COUNTY TO ACCEPT THE BID AND AWARD A CONTRACT TO PC CONTRACTORS, LLC IN THE AMOUNT OF \$96,544.17 FOR THE CITY OF BEDFORD 38TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SANITARY SEWER IMPROVEMENTS PROJECT (MEMPHIS DRIVE/CENTRAL DRIVE).

WHEREAS, the City Council of Bedford, Texas has approved the sanitary sewer line improvements in Memphis Drive from Central Drive west a distance of approximately 500', and in Central Drive from Schumac Lane to Knoxville Drive; and,

WHEREAS, Tarrant County Community Development Block Grant funding in the amount of \$92,175 is available.

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

SECTION 1. That the City Council does hereby authorize the City Manager to enter into an agreement with Tarrant County and to recommend to the County to accept the bid and award a contract to PC Contractors, LLC in the amount of \$96,544.17 for the City of Bedford 38th Year Community Development Block Grant (CDBG) Sanitary Sewer Improvements Project (Memphis Drive/Central Drive).

SECTION 2. That funding in the amount of \$92,175 will come from the Tarrant County CDBG.

SECTION 3. That funding in the amount of \$4,369.17 will come from the Utility Maintenance Fund.

PASSED AND APPROVED this 23rd day of October 2012, 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

BID TABULATION REPORT

CLIENT: Tarrant County / City of Bedford, Texas

PROJECT DESCRIPTION: Sanitary Sewer Improvements (Memphis Drive / Central Drive)
38th Year Tarrant County CDBG Project

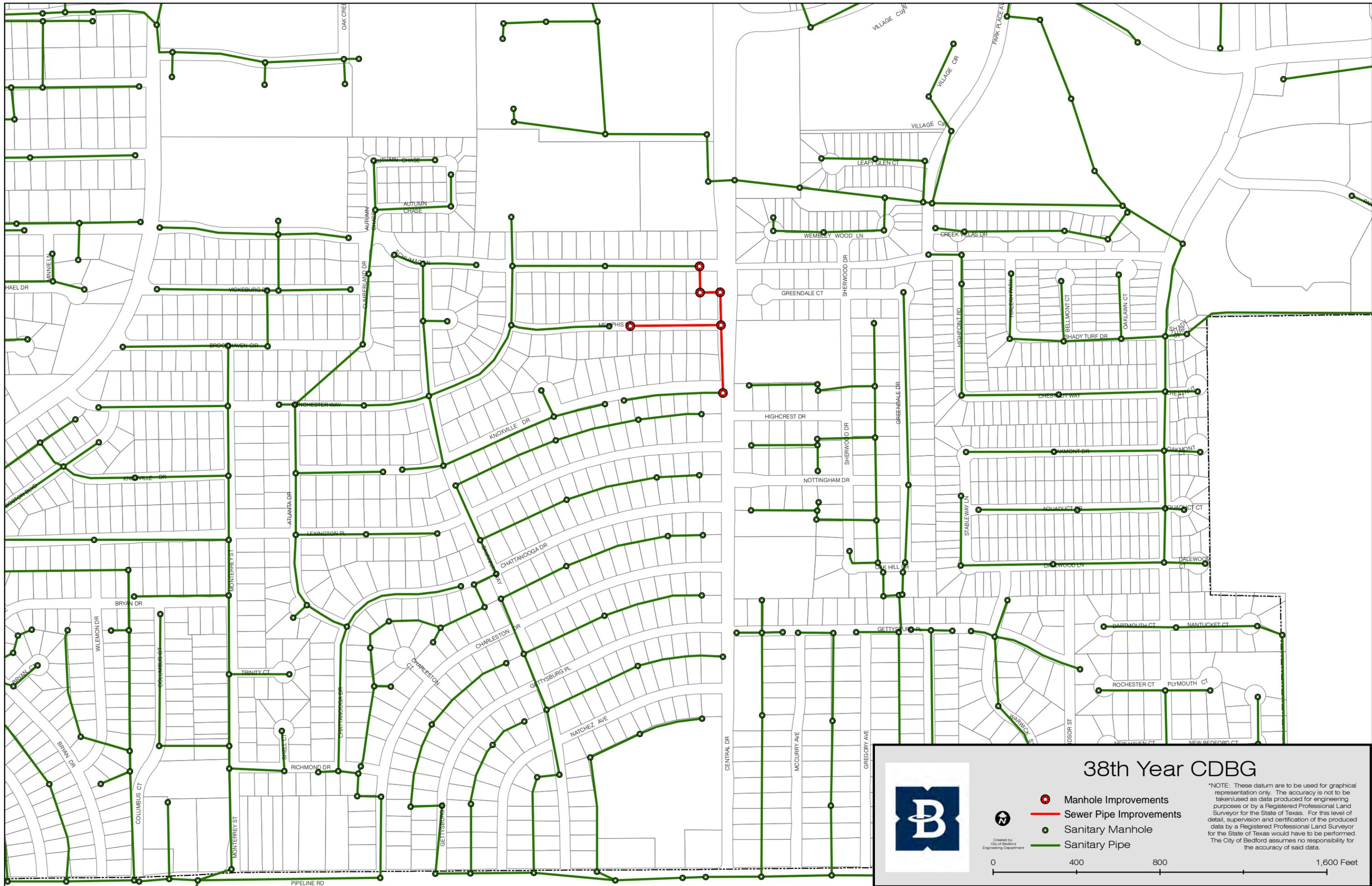
BIDDERS

BID DATE: October 10, 2012

BID TIME: 10:00 AM

ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	PC Contractors, LLC		Tejas Commercial Construction, LLC		PM Construction & Rehab		ARK Contracting Services		Horseshoe Construction, Inc.	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
BASE BID													
1	Site Preparation	1	LS	\$13,457.00	\$13,457.00	\$6,500.00	\$6,500.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
2	Remove Exist. 4' Dia. SSMH & Construct 4' Dia. SSMH	6	EA	\$3,910.00	\$23,460.00	\$3,400.00	\$20,400.00	\$4,500.00	\$27,000.00	\$5,400.00	\$32,400.00	\$5,850.00	\$35,100.00
3	Remove Exist. Cleanout & Construct 4' Dia. SSMH	2	EA	\$3,646.00	\$7,292.00	\$3,400.00	\$6,800.00	\$4,500.00	\$9,000.00	\$4,800.00	\$9,600.00	\$4,000.00	\$8,000.00
4	8" Pipe Bursting	1,530	LF	\$41.00	\$62,730.00	\$47.00	\$71,910.00	\$47.00	\$71,910.00	\$40.00	\$61,200.00	\$44.00	\$67,320.00
5	Sawcut, Remove, and Replace Curb & Gutter	70	LF	\$22.43	\$1,570.10	\$25.00	\$1,750.00	\$35.00	\$2,450.00	\$25.00	\$1,750.00	\$80.00	\$5,600.00
6	Sawcut, Remove, and Replace 4" Reinf. Conc. S/W Ramp	587	SF	\$5.25	\$3,081.75	\$6.00	\$3,522.00	\$10.00	\$5,870.00	\$8.00	\$4,696.00	\$15.00	\$8,805.00
7	Long Sewer Service Replacement	17	EA	\$483.00	\$8,211.00	\$900.00	\$15,300.00	\$1,100.00	\$18,700.00	\$1,200.00	\$20,400.00	\$1,500.00	\$25,500.00
8	Short Sewer Service Replacement	9	EA	\$361.00	\$3,249.00	\$650.00	\$5,850.00	\$750.00	\$6,750.00	\$800.00	\$7,200.00	\$800.00	\$7,200.00
9	Asphalt Pavement Replacement for Sewer Services	1,818	SF	\$6.43	\$11,689.74	\$6.50	\$11,817.00	\$7.00	\$12,726.00	\$15.00	\$27,270.00	\$12.00	\$21,816.00
10	Asphalt Pavement Replacement for Manholes	192	SF	\$10.23	\$1,964.16	\$6.50	\$1,248.00	\$7.00	\$1,344.00	\$25.00	\$4,800.00	\$12.00	\$2,304.00
11	Extra Depth for Manhole Constr. (in excess of 6' deep)	13.93	VF	208	\$2,897.44	\$150.00	\$2,089.50	\$200.00	\$2,786.00	\$140.00	\$1,950.20	\$400.00	\$5,572.00
TOTAL AMOUNT BASE BID					\$139,602.19		\$147,186.50		\$173,536.00		\$176,266.20		\$197,217.00
DEDUCTIVE ALTERNATE BID "A"													
A-1	Remove Exist. 4' Dia. SSMH & Construct 4' Dia. SSMH	1	EA	\$3,910.00	\$3,910.00	\$3,400.00	\$3,400.00	\$4,500.00	\$4,500.00	\$5,400.00	\$5,400.00	\$6,250.00	\$6,250.00
A-2	8" Pipe Bursting	286	LF	\$41.00	\$11,726.00	\$47.00	\$13,442.00	\$47.00	\$13,442.00	\$40.00	\$11,440.00	\$55.00	\$15,730.00
A-3	Sawcut, Remove, and Replace Curb & Gutter	9	LF	\$22.43	\$201.87	\$25.00	\$225.00	\$35.00	\$315.00	\$25.00	\$225.00	\$80.00	\$720.00
A-4	Sawcut, Remove, and Replace 4" Reinf. Concrete Sidewalk	36	SF	\$5.25	\$189.00	\$6.00	\$216.00	\$10.00	\$360.00	\$8.00	\$288.00	\$90.00	\$3,240.00
A-5	Long Sewer Service Replacement	3	EA	\$483.00	\$1,449.00	\$900.00	\$2,700.00	\$1,100.00	\$3,300.00	\$1,200.00	\$3,600.00	\$1,850.00	\$5,550.00
A-6	6" Asphalt Pavement Replacement for Sewer Services	244	SF	\$6.43	\$1,568.92	\$6.50	\$1,586.00	\$7.00	\$1,708.00	\$15.00	\$3,660.00	\$12.00	\$2,928.00
A-7	6" Asphalt Pavement Replacement for Manholes	100	SF	\$10.23	\$1,023.00	\$6.50	\$650.00	\$7.00	\$700.00	\$25.00	\$2,500.00	\$12.00	\$1,200.00
A-8	Extra Depth for Manhole Constr. (in excess of 6' deep)	7.17	VF	\$208.00	\$1,491.36	\$150.00	\$1,075.50	\$200.00	\$1,434.00	\$140.00	\$1,003.80	\$400.00	\$2,868.00
TOTAL AMOUNT BID DEDUCTIVE ALT. "A"					\$21,559.15		\$23,294.50		\$25,759.00		\$28,116.80		\$38,486.00
DEDUCTIVE ALTERNATE BID "B"													
B-1	Remove Exist. 4' Dia. SSMH & Construct 4' Dia. SSMH	1	EA	\$3,910.00	\$3,910.00	\$3,400.00	\$3,400.00	\$4,500.00	\$4,500.00	\$5,400.00	\$5,400.00	\$6,250.00	\$6,250.00
B-2	Remove Exist. Cleanout & Construct 4' Dia. SSMH	1	EA	\$3,646.00	\$3,646.00	\$3,400.00	\$3,400.00	\$4,500.00	\$4,500.00	\$4,800.00	\$4,800.00	\$6,250.00	\$6,250.00
B-3	8" Pipe Bursting	114	LF	\$41.00	\$4,674.00	\$47.00	\$5,358.00	\$47.00	\$5,358.00	\$40.00	\$4,560.00	\$55.00	\$6,270.00
B-4	Sawcut, Remove, and Replace Curb & Gutter	15	LF	\$22.43	\$336.45	\$25.00	\$375.00	\$35.00	\$525.00	\$25.00	\$375.00	\$90.00	\$1,350.00
B-5	Sawcut, Remove, & Replace 4" Reinf. Concrete Sidewalk	60	SF	\$5.25	\$315.00	\$6.00	\$360.00	\$10.00	\$600.00	\$8.00	\$480.00	\$30.00	\$1,800.00

B-6	Long Sewer Service Replacement	5	EA	\$483.00	\$2,415.00	\$900.00	\$4,500.00	\$1,100.00	\$5,500.00	\$1,200.00	\$6,000.00	\$1,850.00	\$9,250.00
B-7	6" Asphalt Pavement Replacement for Sewer Services	638	SF	\$6.43	\$4,102.34	\$6.50	\$4,147.00	\$7.00	\$4,466.00	\$15.00	\$9,570.00	\$12.00	\$7,656.00
B-8	6" Asphalt Pavement Replacement for Manholes	200	SF	\$10.23	\$2,046.00	\$6.50	\$1,300.00	\$7.00	\$1,400.00	\$25.00	\$5,000.00	\$12.00	\$2,400.00
B-9	Extra Depth for Manhole Constr. (in excess of 6' deep)	0.26	VF	\$208.00	\$54.08	\$150.00	\$39.00	\$200.00	\$52.00	\$140.00	\$36.40	\$400.00	\$104.00
TOTAL AMOUNT BID DEDUCTIVE ALT. "B"					\$21,498.87		\$22,879.00		\$26,901.00		\$36,221.40		\$41,330.00
TOTAL AMOUNT BASE BID LESS DED. ALTS.					\$96,544.17		\$101,013.00		\$120,876.00		\$111,928.00		\$117,401.00
Calendar Days Bid					75		75		75		75		75



38th Year CDBG

- ⊕ Manhole Improvements
- Sewer Pipe Improvements
- Sanitary Manhole
- Sanitary Pipe



Created by
City of Bedford
Engineering Department



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



Council Agenda Background

PRESENTER: Don Henderson, Parks Superintendent

DATE: 10/23/12

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

ITEM:

Consider a resolution authorizing the City Manager to purchase a replacement Toro Ground Master 7200/72 in the amount of \$17,950.82 through the Buy Board Cooperative Purchasing Program.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

On September 11, 2012, the City Council passed an ordinance adopting the FY 2012/13 Budget. Funds in the amount of \$18,000 were allocated within the General Fund budget for the purchase of a replacement mower.

The replacement is for the oldest mower in the Parks Division, which was purchased in 2001. The mower will be used to maintain the various park properties and athletic fields. The mower that is being replaced will be sent to auction.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a replacement Toro Groundmaster 7200/72 in the amount of \$17,950.82 through the Buy Board Cooperative Purchasing Program.

FISCAL IMPACT:

Department of Community Services Park
Division - \$17,950.82

ATTACHMENTS:

Resolution
Quote

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A REPLACEMENT TORO GROUND MASTER 7200/72 IN THE AMOUNT OF \$17,950.82 THROUGH THE BUY BOARD COOPERATIVE PURCHASING PROGRAM.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase a Toro Ground Master 7200/72 with funds approved in the FY 2012/13 General Fund budget; and,

WHEREAS, the City Council of Bedford, Texas determines that the purchase of a Toro Ground Master 7200/72 be through the Buy Board Cooperative Purchasing Program.

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

SECTION 1. That the City Manager is hereby authorized to purchase a Toro Ground Master 7200/72 in the amount of \$17,950.82 through the Buy Board Cooperative Purchasing Program.

SECTION 2. That funding in the amount of \$17,950.82 will be paid out of the Community Services Parks Division Budget.

PASSED AND APPROVED this 23rd day of October 2012, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

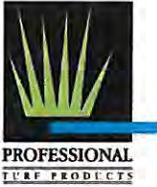
Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Professional Turf Products, L.P.
 Professional Turf Products, L.P.
 1010 N. Industrial Blvd.
 Euless, Texas 76039
 (888) 776-8873 ext. 5100 // Fax (817) 785-1901
 www.proturf.com



Ship To	City Of Bedford, Parks & Rec.		Date	9/24/2012
Corp. Account	BUYBOARD (CONTRACT # 373-11)		Tax Rate	
Contact	Don Henderson		Destination	2.00%
Address	2140 L. Don Dodson		Trade-In	
City	Bedford, TX		Finance	
State	TX	Comments:	Corp. Acct.	Yes
Postal Code	76021			
Phone				
Fax				

Proposal

Qty	Model #	Description	Unit	Extended
1	30360	Groundsmaster 7200/72" Side Discharge	\$17,112.80	\$17,112.80
1	30347	Recycler Kit	\$228.22	\$228.22
1	30375	Jack Stand Kit	\$180.84	\$180.84
1	30052	MVP Kit - 400 Hour Kit (F'08 and newer) GM7200_GM7210 SD	\$76.98	\$76.98
				\$17,598.84

SubTotal	\$	17,598.84
Destination	\$	351.98
Tax (Estimated)	\$	-
TOTAL	\$	17,950.82

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. Pricing, including finance options, valid for 30 days from time of quotation.
2. After 30 days all prices are subject to change without notice.
3. 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.
4. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Rental Policy:

1. Rental equipment will be delivered fully operational.



Council Agenda Background

PRESENTER: Don Henderson, Parks Superintendent

DATE: 10/23/12

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

ITEM:

Consider a resolution authorizing the City Manager to purchase a replacement 2013 Chevrolet 2500HD Silverado Extended Cab truck CC20953 in the amount of \$21,737 through the Buy Board Cooperative Purchasing Program.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

On September 11, 2012, the City Council passed an ordinance adopting the FY 2012/13 Budget. Funds in the amount of \$24,000 were allocated within the General Fund budget for the purchase of a replacement truck. The truck will also be fitted with additional equipment such as a light bar and toolbox.

The truck designated for replacement was purchased in 1999 and has had over \$4,700 in repairs in the past two years. The replaced vehicle will be sent to auction.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a 2013 Chevrolet 2500HD Silverado Extended Cab truck in the amount of \$21,737 through the Buy Board Cooperative Purchasing Program.

FISCAL IMPACT:

Department of Community Services Park
Division - \$21,737

ATTACHMENTS:

Resolution
Quote

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A REPLACEMENT 2013 CHEVROLET 2500HD SILVERADO EXTENDED CAB TRUCK CC20953 IN THE AMOUNT OF \$21,737 THROUGH THE BUY BOARD COOPERATIVE PURCHASING PROGRAM.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase a 2013 Chevrolet 2500HD Silverado Extended Cab truck CC20953 with funds approved in the FY 2012/13 General Fund budget; and,

WHEREAS, the City Council of Bedford, Texas determines that the purchase of a 2013 Chevrolet 2500HD Silverado Extended Cab truck CC20953 be through the Buy Board Cooperative Purchasing Program.

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

SECTION 1. That the City Manager is hereby authorized to purchase a 2013 Chevrolet 2500HD Silverado Extended Cab truck CC20953 in the amount of \$21,737 through the Buy Board Cooperative Purchasing Program.

SECTION 2. That funding in the amount of \$21,737 will be paid out of the Community Services Parks Division Budget.

PASSED AND APPROVED this 23rd day of October 2012, 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

E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)		\$21,337
X	Quantity Ordered	1
Subtotal E		\$21,337
F Non-Equipment Charges (Trade-In, Warranty, Etc...)		
	BUY BOARD	\$400
G. Color of Vehicle: WHITE		
H. Total Purchase Price (E+F)		\$21,737
Estimated Delivery Date:		60-90 DAYS APPX