

AGENDA

Regular Meeting of the Bedford City Council
Tuesday, November 15, 2011
2000 Forest Ridge Drive
Bedford, Texas 76021

Council Chambers Work Session 5:30 p.m.
Council Chambers Regular Session 6:30 p.m.

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

CALL TO ORDER

WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Discussion regarding the proposed Vacant Building Ordinance.
- Staff update on water conservation program.
- Staff report and receive Council direction regarding promotional video.

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:

- a) 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 – Variance of distance regulations pursuant to Chapter 10, Alcoholic Beverage, Section 10-3 of the City of Bedford Code of Ordinances regarding Block 1, Lot 1Rb, Bedford Meadows Shopping Center Addition.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Dr. Timothy Pierce, Woodland Heights Baptist Church)

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. Proclamation recognizing Fire Safety Poster Contest Winners.
2. Employee Service Recognition.

PERSONS TO BE HEARD

3. The following individuals have requested to speak to the Council tonight under Persons to be Heard:
 - Pamela Stroud, 1820 Wimbleton Drive, Bedford 76021 – Requested to speak to the Council regarding nursing homes in neighborhoods allowed in Bedford.

APPROVAL OF THE MINUTES

4. Consider approval of the following City Council minutes:
 - a) November 5, 2011 work session
 - b) November 8, 2011 regular meeting

NEW BUSINESS

5. Public hearing and consider an ordinance to rezone property known as Lot 1TRH, Block 1, Shady Oaks East Addition, from Heavy Commercial to Heavy Commercial/ Specific Use Permit/Building and Related Contractors Construction Yards and Storage Buildings. The property is generally located south of Harwood Road and west of Brown Trail. (Z-211)
6. Consider a resolution authorizing the City Manager to enter in a Utility Adjustment Agreement Amendment (UAAA) with NTE Mobility Partners, LLC and Bluebonnet Contractors, LLC for the adjustment of the City of Bedford's existing utilities impacted by the North Tarrant Express Project.
7. Consider a resolution authorizing the City Manager to enter into an Engineering Services Contract with Baird, Hampton & Brown, Inc. in the amount of \$106,205 for the design of the Reconstruction of Dora Street from Pipeline Road to Phyllis Street.
8. Consider a resolution authorizing the purchase of a replacement pavement saw in the amount of \$18,563.29.
9. Consider a resolution amending Section 2 of Resolution 11-122, and authorizing the City Manager to schedule the December Council meetings as December 2, 2011 and December 13, 2011.
10. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Control Board- Councilman Griffin
 - ✓ Animal Shelter Advisory Board- Councilman Griffin
 - ✓ Beautification Commission- Councilman Turner
 - ✓ Community Affairs Commission- Councilman Fisher
 - ✓ Cultural Commission- Councilman Champney
 - ✓ Library Board- Councilman Brown
 - ✓ Parks & Recreation Board- Councilman Griffin
 - ✓ Senior Citizen Advisory Board- Councilman Savage
 - ✓ Teen Court Advisory Board- Councilman Griffin

11. Council member reports

12. City Manager report

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

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

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, November 11, 2011 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

(Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in City functions and activities. Auxiliary aids and services or accommodations 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: David Miller, Deputy City Manager

DATE: 11/15/11

Work Session

ITEM:

Discussion regarding the proposed Vacant Building Ordinance.

City Manager Review: _____

DISCUSSION:

Per the request of the Council, staff has drafted a vacant building ordinance to require registration and upkeep of vacant properties. The intent of the ordinance would be to assist the City in keeping track of current owners and management companies, maintaining current emergency contact information for public safety, and encouraging owners to lease space as soon as possible.

The ordinance would require that commercial buildings that are vacant for over six months be required to register with the City. For shopping centers and office buildings, registration will be required when 60% of the building is vacant, as based on overall square footage. A registration fee will be paid for each vacant building/suite.

For properties that are required to be registered, the owners will need to secure the structures against unauthorized access; remove any debris or trash; maintain landscaping, parking areas, fire safety equipment; and provide access to the property for public safety personnel.

The draft of the proposed ordinance is attached. Staff has identified issues regarding the practicality, safety and enforcement of this ordinance. Staff would like to discuss these concerns with Council and seek their input.

ATTACHMENTS:

Draft Ordinance

ORDINANCE NO. 11-

AN ORDINANCE AMENDING CHAPTER 22 "BUILDINGS AND BUILDING REGULATIONS," OF THE CITY OF BEDFORD CODE OF ORDINANCES BY THE ADDITION OF ARTICLE VII HEREBY NAMED "VACANT BUILDING REGISTRATION;" PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Bedford, Texas has determined a need to establish a program for identifying and registering vacant buildings in order to ensure that vacant buildings are maintained in compliance with applicable City code and to encourage their rehabilitation and/or demolition in efforts to minimize wider community deleterious effects; and,

WHEREAS, the City Council of Bedford, Texas finds, determines and declares that buildings which remain vacant and unoccupied for any appreciable period of time become a harborage for rodents, an invitation for illegal occupancy and for illegal activities, as well as a fire hazard, and that unkempt grounds surrounding the property invites dumping and rubbish thereon, that such buildings become dilapidated, contribute to commercial and residential blight, depress market values of surrounding property, require additional government services, endanger the public safety and health, and generally remain detrimental to the public good; and,

WHEREAS, it is the finding of the City Council of Bedford, Texas that buildings that remain vacant with access points boarded over are unsightly, unsafe and have a significant and negative effect on their surroundings; and,

WHEREAS, in order to protect the health, safety, morals, and welfare of the citizens of the City of Bedford, to preserve and enhance livability, preserve property values of surrounding buildings, and to ensure that buildings are promptly rehabilitated and/or demolished as appropriate, it is the policy of the City to address vacant building rehabilitation or demolition in accordance with due process requirements.

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

SECTION 1. That the findings above are true and correct and are incorporated in their entirety.

SECTION 2. That all provisions of Chapter 22 not hereby amended shall remain in full force and effect.

SECTION 3. That Chapter 22 "Buildings and Building Regulations," is hereby amended by the addition of Article VII, hereby named "Vacant Building Registration," which shall read in its entirety as follows:

SEC. 22-290 Registration of vacant buildings.

- (a) All buildings in a Commercial Zoning District of the City that remain vacant for a period of six consecutive months or more shall be registered with the code enforcement division.
 - 1) For buildings that are divided and intended for use by subtenants, the owner, property manager, or agent, must register each unoccupied suite with the code enforcement division when 60% of the square footage of contiguous building space remains vacant for six consecutive months or more.
- (b) A registration fee shall be paid when the building is registered. An annual fee shall be paid for each calendar year following the original registration date unless the building becomes occupied during the permitted periods. All fees are listed in the Schedule of Fees.
- (c) A written notice will be issued from the code enforcement division and mailed to the address of the property owner as shown on the tax rolls. Notices shall allow ten days to comply with the registration requirements of this section and thirty (30) days to comply with the requirements of this article.

ORDINANCE NO. 11-

SEC. 22-291 Compliance.

All vacant buildings and the property upon which they are located shall comply with the following requirements:

- (1) Structures shall be secured to prevent unauthorized access. *If the structure is boarded up, the boards shall be secured and weatherproofed as approved by the building official.* Deteriorated or damaged exterior components shall be repaired or replaced.
- (2) All signs on the structure or property shall be blanked out or removed entirely.
- (3) All trash, debris, and/or unfixed exterior equipment shall be removed from the property.
- (4) The landscaping on the property shall be maintained as would be expected of an occupied building. Landscaping required pursuant to city ordinances shall be maintained and/or replaced as necessary to maintain compliance.
- (5) The parking lot and paved drive areas shall be maintained even if approved barriers are installed to prevent access. Barriers that prevent access to a property shall be approved by the fire chief or designee.
- (6) Fire prevention, detection, and suppression equipment must be maintained as approved by the fire chief or designee.
- (7) Gas stations that remain vacant for ninety (90) days shall remove all tanks, fuel pumps, and associated plumbing and equipment.
- (8) The city fire department shall have access to the property through a fire department approved locking device or key box.

SECTION 4. That all ordinances or any parts thereof in conflict with the terms of this ordinance shall be an hereby are deemed repealed and of no force or effect; provided, however, that the ordinance or ordinances under which cases currently filed and pending in the Municipal Court of the City of Bedford, Texas, shall be deemed repealed only when all such cases filed and pending under such ordinance or ordinances have been disposed of by a final conviction or a finding of not guilty or nolo contendere, or dismissal.

SECTION 5. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed the maximum permissible by state law and a separate offense shall be deemed committed upon each day during on which a violation occurs or continues.

SECTION 6. If any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto, 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 this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity which remaining portions shall remain in full force and effect.

SECTION 7. The fact that the present ordinances and regulations of the City of Bedford, Texas, are inadequate to properly safeguard the health, safety, morals, peace and general welfare of the public creates an emergency which requires that this ordinance become effective from and after the date of its passage and it is accordingly so ordained.

ORDINANCE NO. 11-

PRESENTED AND PASSED on this XXth day of XXXX, 2011, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: John Kubala, Public Works Director

DATE: 11/15/11

Work Session

ITEM:

Staff update on water conservation program.

City Manager Review: _____

DISCUSSION:

Staff will update Council on the results of the water conservation program.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Beverly Griffith, City Manager

DATE: 11/15/11

Work Session

ITEM:

Staff report and receive Council direction regarding promotional video.

City Manager Review: _____

DISCUSSION:

City Staff will update Council on the promotional video discussed at the Work Session on November 5, 2011 and requests Council direction on this item.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Jim Story, Mayor

DATE: 11/15/11

Council Recognition

ITEM:

Proclamation recognizing Fire Safety Poster Contest Winners.

City Manager Review: _____

DISCUSSION:

This event marks the 34th year of the Bedford Fire Safety Poster Contest. More than 4,000 poster entries were judged by the firefighters with assistance from the Bedford Citizens Fire Academy Alumni. Each entry received a recognition sticker and 1st, 2nd, and 3rd place ribbons were awarded to participants in each grade level in the seven Bedford schools visited. The posters illustrated life saving behaviors the students learned during the Fire Department F.A.L.S.E. Alarm Clown Program presented during Fire Prevention Week. This year's national theme was "Protect Your Family from Fire". Six posters, one from each grade level (1st – 6th), were chosen overall to represent "Bedford's Best." The top six posters will be displayed at the Bedford Public Library during the month of November.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

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

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

WHEREAS, school children across the nation were taught about smoke alarms and the theme this year is “Protect Your Family From Fire” during National Fire Prevention Week; and

WHEREAS, this event marks the 34th year of the Bedford Fire Safety Poster Contest and more than 4,000 fire safety posters were entered by Bedford students and were recognized by the firefighters, with assistance from the Bedford Citizen’s Fire Academy Alumni; and

WHEREAS, each poster illustrated life saving behaviors learned by the students during the Fire Department’s F.A.L.S.E. Alarm Clown Program with six posters, one from each grade level (1st – 6th) chosen overall to represent “Bedford’s Best”.

NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council ask the citizens of Bedford to join me in recognizing the following FIRE SAFETY POSTER CONTEST WINNERS AS THE “BEST IN BEDFORD”:

<i>Omar Rubio</i>	<i>1st Grade</i>	<i>Meadow Creek Elementary</i>
<i>Hannah Sheppard</i>	<i>2nd Grade</i>	<i>Bedford Heights Elementary</i>
<i>Regan Podsednik</i>	<i>3^d Grade</i>	<i>Bedford Heights Elementary</i>
<i>Caroline Adcock</i>	<i>4th Grade</i>	<i>Stonegate Elementary</i>
<i>Megan Henderson</i>	<i>5th Grade</i>	<i>Bedford Heights Elementary</i>
<i>Janelle Schmidt</i>	<i>6th Grade</i>	<i>Spring Garden Elementary</i>

In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this 15th day of November, 2011.

JIM STORY MAYOR




Council Agenda Background

PRESENTER: Beverly Griffith, City Manager

DATE: 11/15/11

Council Recognition

ITEM:

Employee Service Recognition.

City Manager Review: _____

DISCUSSION:

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

- Andrew Versocki 5 years Police Department
- Jennifer Bellinghausen 5 years Police Department
- William Eurto 10 years Police Department
- Stanley Campbell 10 years Public Works
- Patrick Martin 40 years Public Works

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: See below

DATE: 11/15/11

Persons to be Heard

ITEM:

- a) Pamela Stroud, 1820 Wimbledon Drive, Bedford 76021 – Requested to speak to the Council regarding nursing homes in neighborhoods allowed in Bedford.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letter of Request

Jakubik, Megan

From: Wells, Michael
Sent: Wednesday, November 02, 2011 7:16 PM
To: Jakubik, Megan
Subject: Fwd: Speaking

----- Forwarded message -----

From: "Pamela Stroud"
Date: Wed, Nov 2, 2011 6:09 pm
Subject: Speaking
To: "Wells, Michael" <Michael.Wells@bedfordtx.gov>

Ok, I'll grab THAT date! Thank you!

On Nov 2, 2011, at 4:53 PM, Wells, Michael wrote:

Good afternoon Ms. Stroud,

Our next scheduled Council meeting after November 8 will be November 15. If you would like, I can add you to that agenda instead. Please let me know when you get the opportunity.

Sincerely,

Michael Wells
City Secretary, City of Bedford
2000 Forest Ridge Drive
Bedford, TX 76021
Phone: 817.952.2104
Fax: 817.952.2103

-----Original Message-----

From: Pamela Stroud
Sent: Wednesday, November 02, 2011 4:50 PM
To: Wells, Michael
Subject: Speaking

I realize that it is too late to speak on November 8th. I thought the closing time was 5:00, but it is at noon. So, I would like to speak at the next one, December 6th. I will be out-of-town on the 22nd. It will be about the nursing homes in neighborhoods allowed in Bedford. Thank you!

Pamela Stroud
1820 Wimbledon Drive
Bedford
817-283-0713

Email Address Change Notice: The City of Bedford (CoB) has changed domain names from "ci.bedford.tx.us" to "bedfordtx.gov". Please note our email addresses have changed from <my-name> @ ci.bedford.tx.us to <my-



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 11/15/11

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) November 5, 2011 work session
- b) November 8, 2011 regular session

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Minutes of November 5, 2011 work session
Minutes of November 8, 2011 regular session

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 7:30 a.m. at the Bedford Public Library, 2424 Forest Ridge Drive on the 5th day of November, 2011, with the following members present:

Jim Story	Mayor
Chris Brown	Council Members
Ray Champney	
Roger Fisher	
Jim Griffin	
Roy Savage	
Roy W. Turner	

constituting a quorum.

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Michael Wells	City Secretary
Russell Hines	Building Official
Bill Syblon	Development Director

CALL TO ORDER/GENERAL COMMENTS

Mayor Story called the Work Session to order at 7:35 a.m.

WORK SESSION 7:30 a.m.

1) Council review and discussion of the City of Bedford Sign Ordinance.

City Planner Dan Boutwell presented information regarding the City's current Sign Ordinance. He stated that the regulations regarding signs should follow the philosophy and overall development vision for the City. The two types of signs in the City are permanent and temporary. Permanent signs include wall, pole and monument signs. Temporary signs include portable signs, banners, pennants, balloons, political signs, real estate signs, yard signs, construction signs and window signs. A majority of the regulations are for temporary signs. Regulations include the height and size of the signs, as well as how many can be placed on a piece of property.

Mr. Boutwell then presented an evaluation of current sign regulations.

Permanent Signs

- Primary Wall – The maximum size for these signs is two square feet for each square foot of store width. There is no limit to the number of signs on the building, but they must fit within the square footage requirement. The maximum height is six feet.
- Secondary Wall – These are allowed to be half the size of the primary wall sign.
- Freeway Pole – These have a maximum height of 50 feet and a maximum size of 200 square feet. There is a maximum of one sign per frontage for the entire premise, which can be either a pole or

monument sign but not both.

- Non-Freeway Pole – These have a maximum height of 25 feet and a maximum size of 100 square feet. There is a maximum of one per frontage for the entire premise which can either be a pole or monument sign but not both.
- Pylon – This was part of the latest amendment to the Sign Ordinance. These can be a maximum height of 50 feet and a maximum size of 200 square feet per tenant along the highway. In the community, these can be a maximum height of 25 feet and a maximum size of 100 square feet per tenant. Signage may extend down to three feet from the ground and there is no regulation regarding the number of signs on the pylon.
- Message Board – These are signs that can flash messages. These have a maximum size of 200 square feet along the highway and 100 square feet within the community. The size of the message board is calculated in the maximum square footage allowance for the pole.
- Monument – These have a maximum size of 75 square feet with a maximum height of seven feet. There is a maximum of one sign per frontage for the entire premise.
- Canopy – These have a maximum size of 30 square feet with 18 inch letters. These can be placed on three sides of the canopy.
- Mural – These are not regulated as they are considered to be art forms. However, they can be regulated if they include such things as the name of the business, address, phone numbers and hours of operation.
- Enclosed Frame Changeable Copy – These can be a monument or wall sign which has a frame case to change letters. These have a maximum size of 12 square feet. There are a maximum number of two signs per wall and four signs per site.
- Multi-family monument – These have a maximum of 75 square feet and a maximum height of 7 feet. There is a maximum of one sign per main entrance.
- Subdivision monument – These have the same size and height regulations as the multi-family monument. There is one sign allowed per main entrance of the subdivision.

Temporary Signs

- Portable – These have a maximum size of 50 square feet and a maximum height of six feet. The maximum is one per tenant. They must be a minimum of 200 feet separating each sign so not every tenant of a shopping center can have a sign at the same time. These are limited to being display for 120 days annually with 30 day intervals.
- Banners – These have a maximum size of 50 square feet and are not allowed to extend past the roof line. The maximum number is one per tenant. If a tenant has a banner, they cannot have a portable sign at the same time. There are exemptions for City and holiday banners. These are limited to being displayed for a maximum of 60 days annually for 10 days at a time with 10 day intervals.
- Vertical Banners – These have a maximum size of 35 square feet along the freeway and 12 square feet in the community. They have a maximum height of 35 feet. They must be spaced 50 feet apart and one sign is allowed for every 100 feet of street frontage. They must also be placed a minimum of 25 feet from the side property line.
- New Business Banner – These have a maximum size of 50 square feet and cannot extend past the roof line. These are allowed to be out 60 days before the business opens or 30 days if there is no finish out of the space.
- New Business Now Open Banner– These have a maximum size of 50 square feet and cannot extend past the roof line. These can be displayed starting 30 days after the issuance of the certificate of occupancy.
- Pennants – There are no regulations as far as the size of the pennants but they cannot extend past the roof line. They can be displayed during special events or grand openings.
- Balloons – There are no regulations as far as the size of the balloons but they have a maximum height of 50 feet. They may be displayed during special events or grand openings.
- Inflatables – There are no regulations as far as the size of the inflatable but they have a maximum height of 25 feet. They may be displayed during special events or grand openings.

- Window – They have a maximum size of 25% of the window area. There are no regulations as far as the height or the maximum number.
- Vehicle – These cannot be regulated as they are part of the vehicle.
- Weekend Builders – These have a maximum size of six square feet and a maximum height of three feet. They may be displayed from noon Friday through noon Monday. There are a maximum number of 25 signs and they must be spaced 200 feet or one block apart.
- Open House – These have a maximum size of four square feet and a maximum height of three feet. They may be displayed on Saturdays and Sundays one hour before and one hour after the event and are limited to five signs off premise and one sign on premise.
- Rent/Lease – These have a maximum size of four square feet and a maximum height of three feet. They may be displayed on Saturdays and Sundays only and are limited to a maximum of five signs on premise.
- Political – These are regulated as far as State law allows.
- Church/Charity/Civic On Site – These have a maximum size of 50 square feet and a maximum height of 15 feet. These may be displayed starting 10 days prior to the event for a maximum of 30 days.
- Church/Charity/Civic Off Site – These have a maximum size of 12 square feet and a maximum height of 3 feet. These may be displayed starting 10 days prior to the event for a maximum of 30 days.
- US/Texas/Patriotic Flag – These have a maximum size of 100 square feet and a maximum height of 35 feet. These are limited to one flag per type.
- Decorative Flag - These have a maximum size of six square feet and a maximum height of 25 feet. These are only allowed in Multi-Family Districts and are limited to four to eight flags per street frontage.
- Real Estate Land Sale - These have a maximum size of 100 square feet and maximum height of 15 feet. These are limited to two signs per acre and one sign per frontage.
- Residential Construction – These have a maximum size of 100 square feet and a maximum height of 15 feet. These are limited to two signs per acre and one sign per frontage.
- Multifamily for Rent/Lease Banner - These have a maximum size of 50 square feet and cannot extend past the roof line.
- Commercial Complex for Sale/Lease - These have a maximum size of 50 square feet and a maximum height of six feet. There is a limit of one sign per site.
- Commercial Units for Sale/Lease (Wall) – These have a maximum size of 50 square feet and cannot extend past the roof line.
- New Commercial Building – These have a maximum size of 100 square feet and a maximum height of 15 feet. There is a limit of one sign per frontage.
- New Commercial Building on 183, 121, and 157 – This item is left over from the original Sign Ordinance. There is a maximum size of 600 square feet and a maximum height of 50 feet. There is a limit of one sign per complex.
- Video and Digital – These types of signs need to be addressed individually by City staff and the Building and Standards Commission. They are difficult to regulate because they deal with such factors as pixels and intensities which are difficult to measure and enforce.
- Still In Business Banners – These types of signs do not fall under any current classification and are being used during the SH 183 expansion. Currently, City staff has just been permitting them.

Council recessed at 8:47 a.m. to attend the Fire Department Pinning Ceremony. Council reconvened at 9:31 a.m.

Council discussed the following changes to the Sign Ordinance based on balancing the need to be business friendly with the overall aesthetics of the City.

- Freeway Pole – Development Director Bill Syblon stated that he has received feedback from businesses and developers and that the City is likely to see requests for taller and larger pole signs with the SH 183 widening. Council was of the consensus to make the maximum size of these signs

300 square feet and a maximum height of 65 feet. If a business requires additional height to their sign, then they can go to the Building and Standards Commission.

- Non-Freeway Pole – In regards to the condition of these types of signs, Council was of the consensus to add teeth to the regulations regarding maintenance, requiring that the pole be painted and rust-free. Council also discussed the possibility of changing the height of the signs. Mr. Syblon stated that in discussions with developers, they like the current regulation and it is an incentive for them to move in and occupy sites.
- Pylon – Council was of the consensus to require some type of architectural design to this type of sign, such as a cap stone.
- Mural – Council was of the consensus to define “Mural” in the Sign Ordinance.
- Portable – Council discussed further regulations regarding this type of sign and the impact to businesses of not allowing these types of signs at all. There was also discussion regarding exemptions for civic and religious organizations, establishing a time period for businesses to come into compliance, and meeting with businesses regarding alternatives to portable signs. Council directed staff to pull the permit records for the last two years in order to contact businesses who have been utilizing portable signs during that time frame. Council was of the consensus to have staff draft language to eliminate portable signs and when the Ordinance comes back before Council, it can be voted on as a whole or the language regarding portable signs can be removed.
- Political – Council was of the consensus to add language to the Sign Ordinance stating that no signs, including political, are allowed on City property.
- US/Texas/ Patriotic Flag – There is a contradiction within the Sign Ordinance as there is language stating that the U.S. and Texas flags are exempt from these regulations. They will remain exempted and will be removed from the temporary use table.
- Commercial Complex for Sale/Lease – Council discussed establishing uniform standards for this type of sign and for making them permanent instead of temporary. Council further discussed incentives for making the signs permanent such as increasing the square footage of a location’s permanent signage from 100 feet to 130 feet, with the additional 30 feet being for lease information. Council also directed staff to look at the feasibility of purchasing these signs. This information will be brought back before Council when the Sign Ordinance is voted on.
- New Commercial Building on 183, 121 and 157 – Council was of the consensus to strike this from the Sign Ordinance.
- Video and Digital – Council generally discussed establishing some general rules and guidelines but were of the consensus that it was a low priority.
- Still in Business – Council was of the consensus they are necessary due to the SH 183 expansion and that there needs to be some type of regulation that covers this type of sign during the construction. Council also discussed limiting the number of signs per location.

Council discussed the signage currently used to notify citizens of water restrictions. Staff explained that in the transition to Stage 1 for water restrictions, the water conservation signs were repurposed by adding “mandatory” to the sign. There was no additional cost to the City for these signs. Staff has been discussing alternative permanent signs that would include a phone number and the website to be installed for next year. In regards to the water restrictions, there have been numerous warnings given, but only a few citations. Overall, water usage has been significantly reduced, particularly on Mondays when no outdoor watering is permitted.

2) Council strategic planning to include discussion regarding the Council’s visions, goals and related topics.

Mayor Story explained that the City received a call from a television show hosted by Terry Bradshaw called Today in America. They want to do a story on Bedford in a segment called Hidden Gems. He and City Manager Beverly Griffith will meet with the producers on Tuesday morning. The segment will be five minutes long and will air 20 times, both nationally and regionally. The production fee paid by the City will be \$19,800. At the end, the City would have sole rights to the video. There have been discussions

with the City Attorney and Bob Hill of Hill Company who both offered cautious comments. There have also been discussions with representatives from Fayetteville, Arkansas which was previously featured on the show and they thought it was fabulous. The show will discuss how small cities are surviving and what they are doing as far as business and economic development. The show will proceed 75 to 90 days after the contract is finalized. The funds for the production fee will come out of the Hotel/Motel Fund. Council was of the consensus to proceed with talks with the producers.

ADJOURNMENT

Mayor Story adjourned the Work Session at 2:11 p.m.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in 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 8th day of November, 2011 with the following members present:

Jim Story	Mayor
Chris Brown	Council Members
Ray Champney	
Roger Fisher	
Roy Savage	
Roy W. Turner	

constituting a quorum.

Councilman Griffin was absent from tonight's meeting

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Director of Administrative Services
Roger Gibson	Police Chief
John Kubala	Public Works Director
Mirenda McQuagge-Walden	Managing Director of Community Services
James Tindell	Fire Chief

CALL TO ORDER

Mayor Story called the Work Session to order at 5:30 p.m.

WORK SESSION

- **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, 4, 5, 6, 7 and 8.

- **Presentation about the impact of Senate Bill 1, regarding the Super Freeport exemption.**

Administrative Services Director Cliff Blackwell presented information regarding the Super Freeport exemption. Mr. Blackwell explained that if a municipality elects to tax goods-in-transit, between October 1 and December 31 the municipality would have to hold a public hearing and adopt either an ordinance or resolution stating their intention to tax these goods. The definition of a Freeport good is tangible personal property imported into the State with the intention that it will be transported out of the State. Also, the goods would be housed for 175 days or less. A Super Freeport good can be transferred within the state as well and the owner of the tangible property has no ownership interest in the location where the property is being held. These goods would be exempt from taxation unless the City chooses to opt-out of the exemption. Mr. Blackwell stated that the cities of Euless, North Richland Hills and Watauga have all chosen to opt out. Bedford's Freeport inventory has been at zero for the last several years. Staff could not determine what would qualify as a Super Freeport good; however, in conversations with the

Tarrant Appraisal District, it is estimated that the value of goods-in-transit on the City's tax roll would total between \$100,000 and \$115,000 for total tax revenue of \$600. If the City chooses to do nothing, then come January 1, these Super Freeport goods would be exempt for the 2012 tax year; the City does have the ability to come back next year and opt out of the exemption. Council was of the consensus to do nothing.

- **Report on the Community Powered Revitalization Program's Fall Blitz.**

Wes and Diane Higdon of 6Stones Mission Network presented information regarding the CPR Fall Blitz. They announced that they had another successful event this past October. They wanted to thank the City for their involvement and that it speaks volumes to the homeowners to see representatives of the City out there during the event. They presented several before-and-after pictures of the houses that were worked on during the Blitz. They explained that some of the homes were getting new garage doors after the Blitz. There were in excess of 1,000 volunteers over the two days and it is exciting to see the number of companies that want to get involved in the program. Council requested 6Stones to present a spreadsheet of volunteer hours and time to show the value of what the City has received. The Higdon's explained that they are working at putting together a group to do regular visits to some homeowners.

Mayor Story adjourned the Work Session at 6:03 p.m.

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:

- a) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property – Sulpher Branch & SB-1.**

Council convened into Executive Session pursuant to the Texas Government Code regarding Section 551.072, to deliberate the purchase, exchange, lease or value of real property – Sulpher Branch & SB-1 at approximately 6:03 p.m.

Council reconvened from Executive Session at approximately 6:13 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 6:30 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Story called the meeting to order. He stated that Councilman Griffin was unable to attend tonight's meeting.

INVOCATION (Pastor Kevin Smith, Faith Christian Fellowship Church)

Pastor Kevin Smith of Faith Christian Fellowship Church was unable to attend tonight's meeting. Deputy City Manager David Miller 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 Councilman Champney, seconded by Councilman Savage, to approve the following items by consent: 3, 4, 5, 6, 7, 8 and 9.

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

COUNCIL RECOGNITION

1. Proclamation declaring November 2011 as “Drug Interaction Awareness Month.”

Mayor Story read a proclamation declaring November 2011 as Drug Interaction Awareness Month. Rob Zachariah of St. Luke's Pharmacy was on hand to accept the proclamation. Mr. Zachariah stated that unfortunately, there are a lot of pills on the market and people are getting very sick from drug interactions. He just wanted to do his part to help raise awareness.

2. Recognition of Paula Archibald, Code Enforcement Officer, for a Bedford Employee Commitment Award (BECA).

Code Enforcement Office Paula Archibald was recognized with the Bedford Employee Commitment Award for helping an elderly Bedford resident by putting a stack of loose wood at his curbside into boxes.

APPROVAL OF THE MINUTES

3. Consider approval of the following City Council minutes:

a) October 25, 2011 regular meeting

This item was approved by consent.

NEW BUSINESS

4. Consider an ordinance adopting a Fund Balance Policy; authorizing the City Manager to assign fund balance for intended specific uses; and providing for an effective date.

This item was approved by consent.

5. Consider a resolution authorizing the Mayor to certify the Chapter 59 Asset Forfeiture Report as required by Article 59.06 of the Code of Criminal Procedures.

This item was approved by consent.

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

This item was approved by consent.

7. Consider a resolution rescinding Resolution 11-89 and authorizing the City Manager to purchase portable trunked radios from Motorola Solutions, Inc. in the amount of \$517,428.27.

This item was approved by consent.

8. Consider a resolution authorizing the City Manager to enter into a one-year lease agreement for one year with Cathedral of Hope Mid-Cities Church to provide meeting space for church services at the Old Bedford School.

This item was approved by consent.

- 9. Consider a resolution authorizing the City Manager or their designee to execute an all cash contract of sale with Michael G. Minter for the purchase of fee simple property rights in land being all of Lot 44, Block 7, Kelmont Park Addition with the physical address being 1421 Donna Lane, City of Bedford, Tarrant County Texas.**

This item was approved by consent.

- 10. Report on most recent meeting of the following Boards and Commissions:**

- ✓ **Animal Control Board- Councilman Griffin**

No report was given.

- ✓ **Animal Shelter Advisory Board- Councilman Griffin**

No report was given.

- ✓ **Beautification Commission- Councilman Turner**

No report was given.

- ✓ **Community Affairs Commission- Councilman Fisher**

No report was given.

- ✓ **Cultural Commission- Councilman Champney**

No report was given.

- ✓ **Library Board- Councilman Brown**

No report was given.

- ✓ **Parks & Recreation Board- Councilman Griffin**

No report was given.

- ✓ **Senior Citizen Advisory Board- Councilman Savage**

Councilman Savage reminded Council of the Senior Holiday Luncheon on November 16. The Craft Fair was held this past Saturday at it one of the best that the Senior Center has ever had.

- ✓ **Teen Court Advisory Board- Councilman Griffin**

No report was given.

11. Council member reports

No other reports were given.

12. City Manager report

No report was given.

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

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

ADJOURNMENT

Mayor Story adjourned the meeting at 6:39 p.m.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: William Syblon, Development Director
Chad Rogers, Locke Supply Company

DATE: 11/15/11

Council Mission Area: Foster economic growth - Transition existing shopping centers.

ITEM:

Public hearing and consider an ordinance to rezone property known as Lot 1TRH, Block 1, Shady Oaks East Addition, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Building & Related Contractors Construction Yards and Storage Buildings. The property is generally located south of Harwood Road and west of Brown Trail. (Z-211)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

This site is located within an existing 29,100 sq. ft. building, which was a Safeway grocery store and subsequently a Planet Pet retail store. The building is currently vacant and has been for a significant period of time.

The Locke Supply Company proposed to modify the interior of the structure. An outdoor storage area is being added to store pipe and similar material. It will be 60 feet x 120 feet, with a 6 foot decorative iron fence and gates accessed from the parking lot.

The Locke Supply Company is a retail and wholesale supplier of plumbing, heating, air conditioning, electrical, and refrigeration supplies. The company has a customer base of over 12,000 active accounts in new construction, repair, remodel and replacement business.

The applicant addressed items identified by the Development Review Committee at the October 19th meeting. Revised material was received satisfying all comments from staff. There were no other outstanding issues identified relative to the City of Bedford Zoning Ordinance.

The Planning & Zoning Commission recommended approval of this item at their October 27, 2011 meeting by a vote of 6-0-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone property known as Lot 1TRH, Block 1, Shady Oaks East Addition, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Building and Related Contractors Construction Yards and Storage Buildings. (Z-211)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
October 27, 2011 Planning & Zoning Minutes
Zoning Change Application
Zoning Map of Referenced Property
8 ½ x 11 drawings

ORDINANCE NO. 11-

AN ORDINANCE TO REZONE PROPERTY KNOWN AS LOT 1TRH, BLOCK 1, SHADY OAKS EAST ADDITION, FROM HEAVY COMMERCIAL TO HEAVY COMMERCIAL/SPECIFIC USE PERMIT/BUILDING AND RELATED CONTRACTORS CONSTRUCTION YARDS AND STORAGE BUILDINGS, SPECIFICALLY FOR THE OPERATION OF A LOCKE SUPPLY CO.; DECLARING THAT THIS ORDINANCE BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND DECLARING AN EFFECTIVE DATE. (Z-211)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Comprehensive Zoning Ordinance be amended to property known as Lot 1TRH, Block 1, Shady Oaks East Addition from Heavy Commercial to Heavy Commercial/ Specific Use Permit/ Building & Related Contractors Construction Yards and Storage Buildings for the allowance of a Locke Supply Co to operate. The property is generally located south of Harwood Road and west of Brown Trail.

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

SECTION 1. That Section 2 of the Zoning Ordinance be amended and the map designated "ZONING MAP-CITY OF BEDFORD, TEXAS" be revised and amended so that the land described as:

Lot 1TRH, Block 1, Shady Oaks East Addition, located in the City of Bedford, Tarrant County, Texas, shall be shown as approved by this ordinance.

SECTION 2. That the Site Plan attached hereto as Exhibit "A" is approved as a component of this zoning change approval. Any revisions to the property that deviates from the Site Plan attached hereto shall require an amendment to this ordinance.

SECTION 3. That from and after the final passage of this ordinance the land described herein shall be subject to the regulations and uses of to Heavy Commercial/ Specific Use Permit/ Building & Related Contractors Construction Yards and Storage Buildings for the allowance of a Locke Supply Co. to operate (for the use and operation of Locke Supply Co.).

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

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

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

PRESENTED AND PASSED this 15th day of November, 2011 by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

ORDINANCE NO. 11-

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF OCTOBER 27, 2011**

DRAFT

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

APPROVAL OF MINUTES

1. Consider approval of the following Planning and Zoning Commission meeting minutes:

a) August 11, 2011.

Motion: Vice Chairman Stroope made a motion to approve the meeting minutes of August 11, 2011, correct as written.

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

Motion approved 3-0-3. Chairman Davisson declared the motion approved.

PUBLIC HEARING

- 1. Zoning Case Z-211, public hearing and consider request of Chad Rogers for Locke Supply Co. to rezone property known as Lot 1TRH, Block 1, Shady Oaks East Addition, from Heavy Commercial to Heavy Commercial/Specific Use Permit/ Building & Related Contractors Construction Yards and Storage Buildings. The property is generally located south of Harwood Road and west of Brown Trail.**

Chairman Davisson recognized Consultant City Planner Dan Boutwell who reviewed Zoning Case Z-211.

Chairman Davison recognized Chad Rogers, 52 NW Kennedy Place, Elgin, Oklahoma who was there to represent this application. Don Sea, 82nd Street Oklahoma City, Oklahoma spoke in favor of this application

Chairman Davisson opened the public hearing at 7:09 p.m. and recognized Gary Morlock, 2910 Wayside, Bedford. Mr. Morlock was concerned with the Locke Supply Co. proposed outside storage area, and stated the parking lot was in need of repair.

Chairman Davisson closed the public hearing at 7:25 p.m.

The Commission discussed the application.

Motion: Commissioner Reese made a motion to approve Zoning Case Z-211 as presented.

Commissioner Smeltzer seconded the motion.

Motion approved 6-0-0. Chairman Davisson declared the motion approved.

NEW BUSINESS

City of Bedford
Change of Zoning Application

Applicant Name (Print): Chad Rogers (*Signature): *Chad Rogers*
 Address: 52 NW Kennedy Pl
 Telephone number: 580 695 3898 Fax number: 580 492 3898

I, the undersigned owner, or OWNER (Option Holder, etc.) of the following described real property located in the City of Bedford, Texas, hereby make application for a change of zoning classification:

From: H To: H/SUP/BUILDING & RELATED CONTRACTORS CONSTRUCTION YARDS & STORAGE BUILDINGS

as provided in the City of Bedford Zoning Ordinance. I hereby certify that there are no existing dwellings or other buildings located on the property which would not conform to the construction standards, of the zoning classification being proposed, except as provided in Section 2.3, Nonconforming Lots, Nonconforming Uses of Land, Nonconforming Structures & Nonconforming Uses of Structures & Premises of the City of Bedford Zoning Ordinance.

Legal Description: Lot 17R4 Block 1 Addition SHADY OAKS EAST
 Tract _____ Abstract _____ Survey _____ to the City of Bedford, Texas.
 Street Address 512 HARWOOD ROAD

Fee: (\$150.00 plus \$75.00 per acre over one.) \$150.00 + \$75.00 x _____ = \$150.00
 Payable by cash, Visa, MasterCard, or check made out to the City of Bedford. (# of acres) (total fee)

Owner (if not applicant): (*Signature)
 (Print name)
 (Company name)
 (Street Address, City, State & Zip Code)
 (Telephone number) (FAX number)

D 52 NW KENNEDY PLACE
 ELGIN, OK 73538

MOBILE: (580) 695-3898
OFFICE: (580) 355-6165
FAX: (580) 492-3898

ROGERS
 COMMERCIAL PROPERTIES
 Established in 1972

CHAD ROGERS

Land Planner/Engineer: (*Signature)
 (Print Name)
 (Company Name)
 (Street Address, City, State & Zip Code.)
 (Telephone number) (FAX number)

Surveyor: (*Signature)
 (Print Name)
 (Company Name)
 (Street Address, City, State & Zip Code.)
 (Telephone number) (FAX number)

*Signatures certify that all information provided is true and correct.
 (Please indicate sole contact for the City purposes with an arrow "⇒".) Chad Rogers 580 695 3898 4

P&Z MTG, 10/27/11

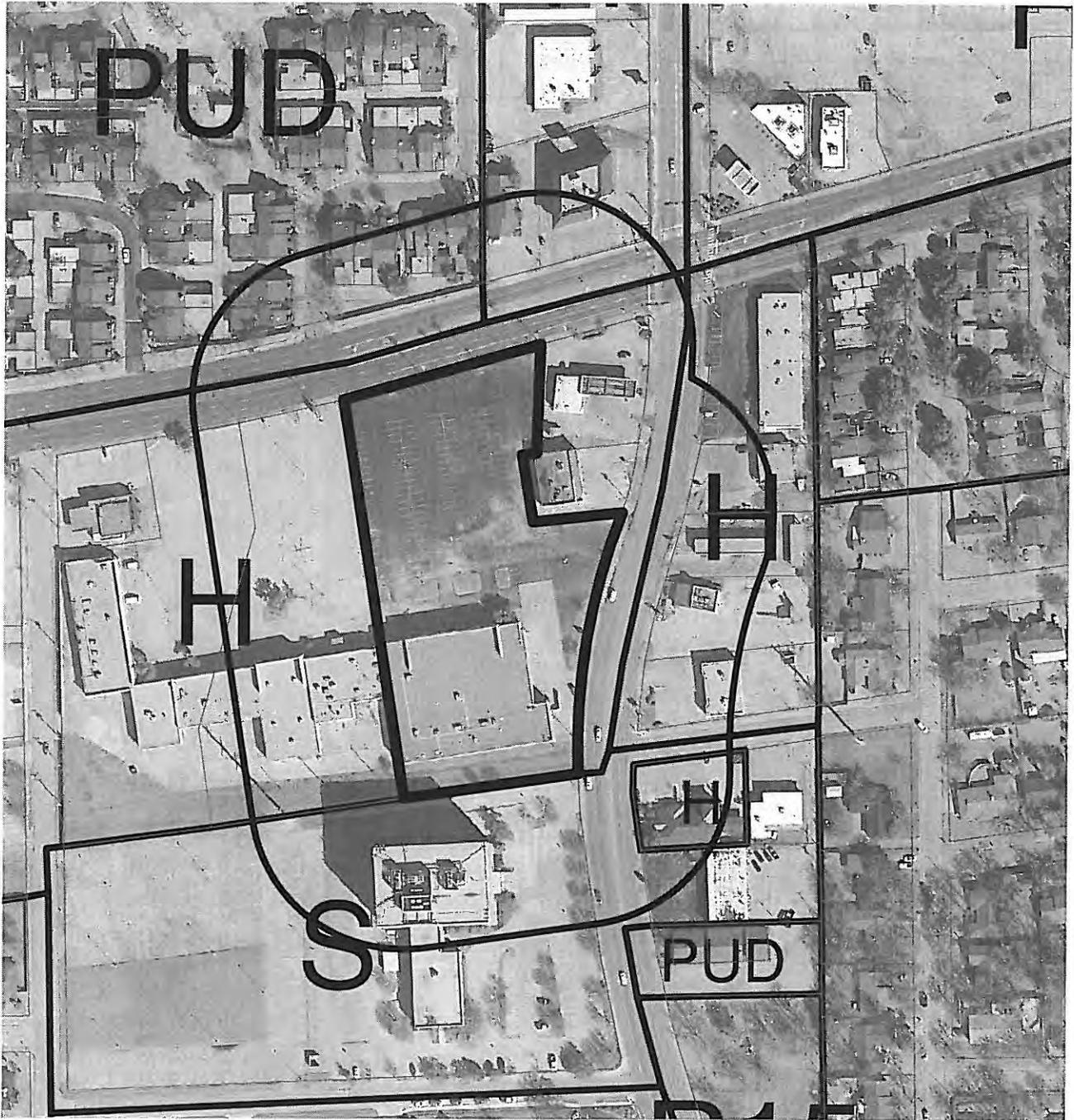
Z-211

Received 10/13/11

LOCKE SUPPLY CO.

Organization: Locke Supply Co. (the "Company") is a supplier of plumbing, heating, air conditioning, electrical, and refrigeration supplies. Headquartered in Oklahoma City, Oklahoma, the Company has 158 retail branch locations in Arkansas, Kansas, Missouri, Oklahoma and Texas. Most of the business activity is with customers located in Oklahoma, Kansas, and Arkansas. The Company has a customer base of over 12,000 active accounts. The Company's customers are in the new construction, repair, and remodel and replacement business.

Note: 2010 sales Exceeded \$250,000,000 & increased more than 6% in Same Stores vs 2009.



City of Bedford, Texas

Hearing 10/27/11

Address: 512 HARWOOD RD
Addition: SHADY OAKS EAST
Bedford, TX 76021

SUBNUM: BLOCK: 1, LOT: 1TRH



-  Parcel Boundary
-  Subject Parcel and Buffer

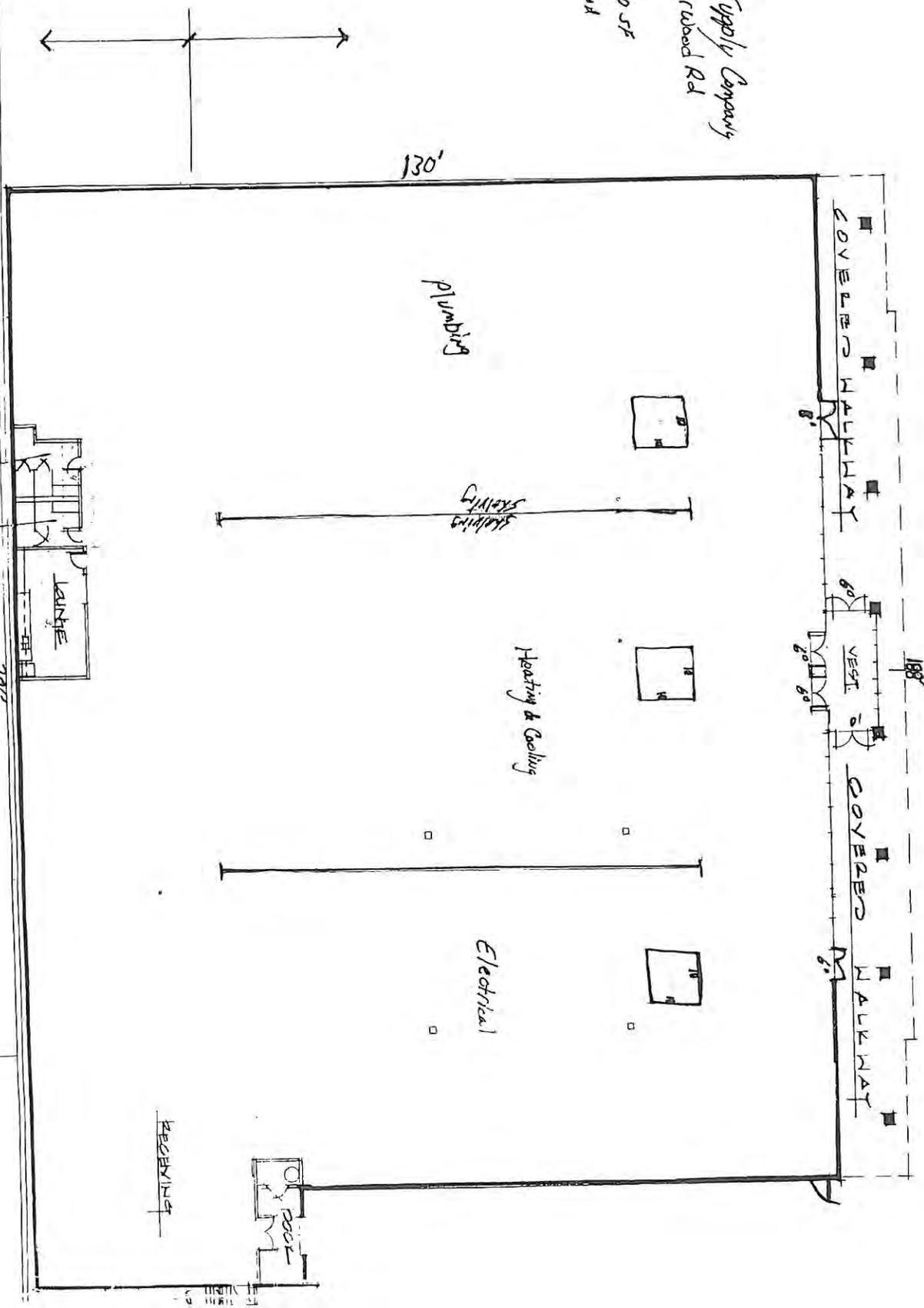
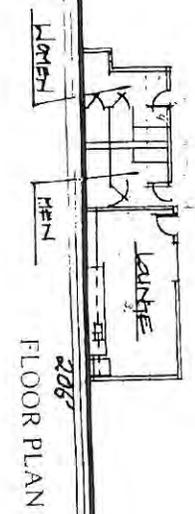
DISCLAIMER

The City of Bedford makes no representation or warranty as to the accuracy of this map and its information or to its fitness for use. Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further agrees to not hold the City of Bedford liable from any damage, loss, or liability arising from any use of the map product. Independent verification of all information contained on this map should be obtained by the end user.

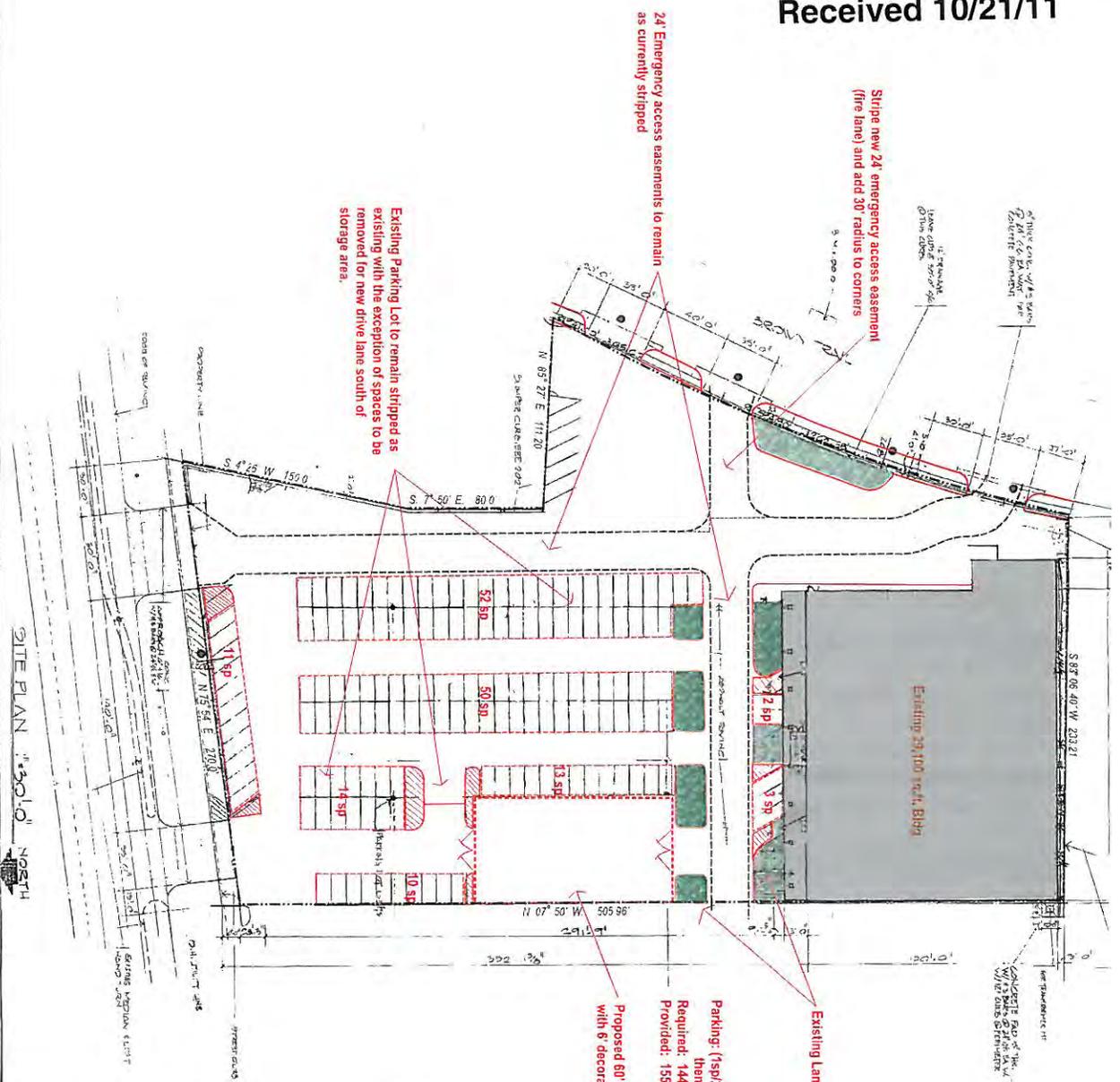
P&Z MTG, 10/27/11
Z-211
Received 10/13/11

for:
Locke Supply Company
512 Harwood Rd
29100 SF
Spartanburg

CHRIS CONSULTANTS



FLOOR PLAN



Existing Landscaped Areas to Remain

Parking: (1sp/250 sq. ft. for first 5,000 sq ft then 1sp/200 sq. ft. after)
 Required: 144 spaces
 Provided: 155 spaces

Proposed 60' x 120' Outdoor Storage Area with 6' decorative iron fence and gate.

Existing Parking Lot to remain striped as existing with the exception of spaces to be removed for new drive lane south of storage area.

24' Emergency access easements to remain as currently striped

Striped new 24' emergency access easement (fire lane) and add 30' radius to corners

		TOTAL PROPERTY 191,744 sq. ft. 115,000 sq. ft. 76,744 sq. ft. 9/1/11 5.5%	
INDEX OF DRAWINGS SITE PLAN		DALLAS RETAIL DIVISION CONSTRUCTION AND DESIGN DEPARTMENTS 5111 GARLAND RD. DALLAS, TEXAS	
DATE: 10/27/11 PROJECT: STORE BUILDING SMC HANCOCK @ BROWN TALL EMPLOYED TEXAS		LEGEND U INDICATES DOOR OR CASED OPENING. O INDICATES INTERIOR COLOR. 1-2 ROOM NUMBER 3-PROPERTY LINE 4-CENTER LINE 5-CONCRETE 6-STUD WALL 7-CONCRETE 8-INDICATES TWO POINTS INDICATE SHEET NO. BEGINS TWO-DIM. DIMENSIONS DETAIL JOINT OF SHEET 9-SECTION CUT PARALLEL TO PLANE OF SHEET 10-SECTION CUT PERPENDICULAR TO PLANE OF SHEET 11-INDICATES ELEVATION OF FINISH FLOOR 12-INDICATES ELEVATION OF FINISH CEILING 13-INDICATES ELEVATION OF FINISH GRADE 14-INDICATES ELEVATION OF FINISH FLOOR 15-INDICATES ELEVATION OF FINISH CEILING 16-INDICATES ELEVATION OF FINISH GRADE 17-INDICATES ELEVATION OF FINISH FLOOR 18-INDICATES ELEVATION OF FINISH CEILING 19-INDICATES ELEVATION OF FINISH GRADE 20-INDICATES ELEVATION OF FINISH FLOOR 21-INDICATES ELEVATION OF FINISH CEILING 22-INDICATES ELEVATION OF FINISH GRADE 23-INDICATES ELEVATION OF FINISH FLOOR 24-INDICATES ELEVATION OF FINISH CEILING 25-INDICATES ELEVATION OF FINISH GRADE 26-INDICATES ELEVATION OF FINISH FLOOR 27-INDICATES ELEVATION OF FINISH CEILING 28-INDICATES ELEVATION OF FINISH GRADE 29-INDICATES ELEVATION OF FINISH FLOOR 30-INDICATES ELEVATION OF FINISH CEILING 31-INDICATES ELEVATION OF FINISH GRADE 32-INDICATES ELEVATION OF FINISH FLOOR 33-INDICATES ELEVATION OF FINISH CEILING 34-INDICATES ELEVATION OF FINISH GRADE 35-INDICATES ELEVATION OF FINISH FLOOR 36-INDICATES ELEVATION OF FINISH CEILING 37-INDICATES ELEVATION OF FINISH GRADE 38-INDICATES ELEVATION OF FINISH FLOOR 39-INDICATES ELEVATION OF FINISH CEILING 40-INDICATES ELEVATION OF FINISH GRADE 41-INDICATES ELEVATION OF FINISH FLOOR 42-INDICATES ELEVATION OF FINISH CEILING 43-INDICATES ELEVATION OF FINISH GRADE 44-INDICATES ELEVATION OF FINISH FLOOR 45-INDICATES ELEVATION OF FINISH CEILING 46-INDICATES ELEVATION OF FINISH GRADE 47-INDICATES ELEVATION OF FINISH FLOOR 48-INDICATES ELEVATION OF FINISH CEILING 49-INDICATES ELEVATION OF FINISH GRADE 50-INDICATES ELEVATION OF FINISH FLOOR 51-INDICATES ELEVATION OF FINISH CEILING 52-INDICATES ELEVATION OF FINISH GRADE 53-INDICATES ELEVATION OF FINISH FLOOR 54-INDICATES ELEVATION OF FINISH CEILING 55-INDICATES ELEVATION OF FINISH GRADE 56-INDICATES ELEVATION OF FINISH FLOOR 57-INDICATES ELEVATION OF FINISH CEILING 58-INDICATES ELEVATION OF FINISH GRADE 59-INDICATES ELEVATION OF FINISH FLOOR 60-INDICATES ELEVATION OF FINISH CEILING 61-INDICATES ELEVATION OF FINISH GRADE 62-INDICATES ELEVATION OF FINISH FLOOR 63-INDICATES ELEVATION OF FINISH CEILING 64-INDICATES ELEVATION OF FINISH GRADE 65-INDICATES ELEVATION OF FINISH FLOOR 66-INDICATES ELEVATION OF FINISH CEILING 67-INDICATES ELEVATION OF FINISH GRADE 68-INDICATES ELEVATION OF FINISH FLOOR 69-INDICATES ELEVATION OF FINISH CEILING 70-INDICATES ELEVATION OF FINISH GRADE 71-INDICATES ELEVATION OF FINISH FLOOR 72-INDICATES ELEVATION OF FINISH CEILING 73-INDICATES ELEVATION OF FINISH GRADE 74-INDICATES ELEVATION OF FINISH FLOOR 75-INDICATES ELEVATION OF FINISH CEILING 76-INDICATES ELEVATION OF FINISH GRADE 77-INDICATES ELEVATION OF FINISH FLOOR 78-INDICATES ELEVATION OF FINISH CEILING 79-INDICATES ELEVATION OF FINISH GRADE 80-INDICATES ELEVATION OF FINISH FLOOR 81-INDICATES ELEVATION OF FINISH CEILING 82-INDICATES ELEVATION OF FINISH GRADE 83-INDICATES ELEVATION OF FINISH FLOOR 84-INDICATES ELEVATION OF FINISH CEILING 85-INDICATES ELEVATION OF FINISH GRADE 86-INDICATES ELEVATION OF FINISH FLOOR 87-INDICATES ELEVATION OF FINISH CEILING 88-INDICATES ELEVATION OF FINISH GRADE 89-INDICATES ELEVATION OF FINISH FLOOR 90-INDICATES ELEVATION OF FINISH CEILING 91-INDICATES ELEVATION OF FINISH GRADE 92-INDICATES ELEVATION OF FINISH FLOOR 93-INDICATES ELEVATION OF FINISH CEILING 94-INDICATES ELEVATION OF FINISH GRADE 95-INDICATES ELEVATION OF FINISH FLOOR 96-INDICATES ELEVATION OF FINISH CEILING 97-INDICATES ELEVATION OF FINISH GRADE 98-INDICATES ELEVATION OF FINISH FLOOR 99-INDICATES ELEVATION OF FINISH CEILING 100-INDICATES ELEVATION OF FINISH GRADE	



Council Agenda Background

PRESENTER: John F. Kubala, P. E., Public Works Director **DATE:** 11/15/11

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

ITEM:

Consider a resolution authorizing the City Manager to enter in a Utility Adjustment Agreement Amendment (UAAA) with NTE Mobility Partners, LLC and Bluebonnet Contractors, LLC for the adjustment of the City of Bedford's existing utilities impacted by the North Tarrant Express Project.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The construction of the North Tarrant Express (Facility) will cause the removal, relocation, or other necessary adjustments of existing utilities impacted by the Facility. Bluebonnet Contractors, LLC is the Design-Build Contractor for the Facility. The City of Bedford (Owner) has requested that NTE Mobility Partners, LLC (Developer) and the Design-Build Contractor undertake the Adjustment of the Owner Utilities as necessary to accommodate the Facility. The City entered into a Master Utility Adjustment Agreement (MUAA) in July of this year. This UAAA provides the mechanism to accomplish a portion of these adjustments. This UAAA consists of fifteen (15) water and/or wastewater lines conflicting with the proposed Roadway Structure of the Facility. These facilities will be replaced with like-kind according to the City's Standards.

The UAAA provides for cost allocation of any adjustments between the City and the Developer and the Design-Build Contractor in accordance with 203.092, Texas Transportation Code. This basically provides for a 50/50 split for adjustments made to facilities within the existing right-of-way of the NTE. When the facilities are within an easement, the Developer and Design-Build Contractor pay 100% of the relocation cost. The total cost for this group of utility relocations, as shown on the attached City of Bedford Estimate, is \$4,995,330.32 with the Design-Build Contractor paying \$3,373,929.83 and the City of Bedford paying \$1,621,400.50. This brings the City's total participation to \$1,794,674.54. The Reimbursement Agreement with the Design-Build Contractor, approved by the City Council on February 22, 2011, provides for a lump sum payment by the City on June 1, 2014. The Design-Build Contractor also agrees to reimburse the City its share of the Owner's indirect cost (e.g., engineering, inspection, testing, ROW).

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter in a Utility Adjustment Agreement Amendment (UAAA) with NTE Mobility Partners, LLC and Bluebonnet Contractors, LLC for the adjustment of the City of Bedford's existing utilities impacted by the North Tarrant Express Project

FISCAL IMPACT:

\$1,795,674.54 due June 1, 2014

ATTACHMENTS:

Resolution
UAAA
Utility Assembly 183-U-0503-0001 (Available for review in the City Secretary's Office.)

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A UTILITY ADJUSTMENT AGREEMENT AMENDMENT (UAAA) WITH NTE MOBILITY PARTNERS, LLC AND BLUEBONNET CONTRACTORS, LLC FOR THE ADJUSTMENT OF THE CITY OF BEDFORD'S EXISTING UTILITIES IMPACTED BY THE NORTH TARRANT EXPRESS PROJECT.

WHEREAS, the City Council of Bedford, Texas determines that existing utilities must be adjusted to provide for the construction of the North Tarrant Express; and,

WHEREAS, the City Council of Bedford, Texas recognizes that time is of the essence in completing the work contemplated herein.

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

SECTION 1. That the City Manager is authorized to enter in a Utility Adjustment Agreement Amendment (UAAA) with NTE Mobility Partners, LLC and Bluebonnet Contractors, LLC for the adjustment of the City of Bedford's existing utilities impacted by the North Tarrant Express Project.

SECTION 2. That funding for this agreement, due June 1, 2014, will come from future Water and Wastewater Certificates of Obligation.

PASSED AND APPROVED this the 15th day of November 2011, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

County: TARRANT
Highway: SH 121
Limits: FROM IH 820 IN
HURST TO SH 183 IN
BEDFORD
Fed. Proj. No.: N/A
ROW CSJ No.: 0364-01-119
Const. CSJ No.: 0364-01-054

UTILITY ADJUSTMENT AGREEMENT AMENDMENT (Developer Managed)

(Amendment No. 0001 to Agreement No.: 183-U-0503)

THIS AMENDMENT TO MASTER UTILITY ADJUSTMENT AGREEMENT (this “Amendment”), by and between NTE Mobility Partners LLC, hereinafter identified as the “**Developer**”, Bluebonnet Contractors, LLC, hereinafter identified as the “**Design-Build Contractor**” and The City of Bedford, hereinafter identified as the “**Owner**”, is as follows:

WITNESSETH

WHEREAS, the STATE of TEXAS, acting by and through the Texas Department of Transportation, hereinafter identified as “TxDOT”, proposes to construct the turnpike project identified above (the “Facility”, as more particularly described in the “Original Agreement”, defined below); and

WHEREAS, pursuant to that certain Comprehensive Development Agreement (“CDA”) by and between TxDOT and the Developer with respect to the Facility, the Developer has undertaken the obligation to design, construct, finance, operate and maintain the Facility, including causing the removal, relocation, or other necessary adjustment of existing utilities impacted by the Facility (collectively, “Adjustment”); and

WHEREAS, pursuant to that certain Design-Build Contract by and between the Developer and the Design-Build Contractor with respect to the Facility (the “Design-Build Contract”), the Design-Build Contractor has undertaken the obligation to design and construct the Facility, which includes the Adjustment; and

WHEREAS, the Owner, the Developer, and the Design-Build Contractor are parties to that certain executed Master Utility Adjustment Agreement designated by the “Agreement No.” indicated above, as amended by previous amendments, if any (the “Original Agreement”), which provides for the adjustment of certain utilities owned and/or operated by the Owner (the “Utilities”); and

WHEREAS, the parties are required to utilize this Amendment form in order to modify the Original Agreement to add the adjustment of Owner facilities not covered by the Original Agreement; and

WHEREAS, the parties desire to amend the Original Agreement to add additional Owner utility facility(ies), on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the agreements contained herein, the parties hereto agree as follows:

1. **Amendment.** The Original Agreement is hereby amended as follows:

1.1 **Plans.**

- (a) The description of the Owner Utilities and the proposed Adjustment of the Owner Utilities in the Original Agreement is hereby amended to add the following utility facility(ies) ("Additional Owner Utilities") and proposed Adjustment(s) to the Owner Utilities described in the Original Agreement

Bluebonnet Contractors, LLC has submitted the attached Utility Assembly in compliance with the CDA to adjust approximately 7972 linear feet of water facilities and approximately 4155 of wastewater facilities for the City of Bedford. The existing facilities are in conflict with the NTE Project, and are to be adjusted in compliance with TxDOT's Utility Accommodation Rules (UAR). The proposed adjustments are located adjacent to and crossing SH 121 from East of Brown Trial to Murphy Drive (NTE Utility BL STA 1155+22 to STA 1272+38). The adjustments will consist of replacing the facilities with like-kind. The estimated total cost to replace these facilities is \$4,995,330.32. The final shared cost will be determined by the eligibility ratio (67.54%) pursuant to 203.092, Texas Transportation Code, as amended, Rule 21.23 of Title 43. There are no betterments or salvage values associated with this Utility Assembly. In addition, the City of Bedford maintains existing facilities outside of the existing right of way within Public Utility Easements. All costs associated with adjusting facilities outside of the existing right of way will be eligible for 100% reimbursement to the City of Bedford.

; and

- (b) The Plans, as defined in Paragraph 1 of the Original Agreement, are hereby amended to add thereto the plans, specifications and cost estimates attached hereto as Exhibit A.
- (c) The Plans attached hereto as Exhibit A, along with this Amendment, shall be submitted upon execution to TxDOT in accordance with Paragraph 2 of the Original Agreement, and Paragraph 2 shall apply to this Amendment and the Plans attached hereto in the same manner as if this Amendment were the Original Agreement. If the Owner claims an Existing Interest for any of the Additional Owner Utilities, documentation with respect to such claim shall be submitted to TxDOT as part of this Amendment and the attached Plans, in accordance with Paragraph 16(a) of the Original Agreement.

1.2 **Advancement of Funds by Owner for Engineering and Construction Costs.**

- (a) Exhibit A of the Original Agreement is hereby amended to add for the Additional Owner Utilities and proposed Adjustment(s) the following information set forth on Exhibit A hereto: (i) all estimated engineering and construction-related costs, including labor, material, equipment and other miscellaneous construction items, and (ii) the Owner's and Design-Build Contractor's respective cost sharing responsibility for the estimated costs, as more fully described in Section 1.4 below.

The Owner shall advance to the Design-Build Contractor its allocated share, if any, of the estimated costs for construction and engineering work to be performed by Design-Build Contractor under this Amendment, in accordance with the following terms:

- The adjustment of the Owner's Utilities does not require advancement of funds.
- The adjustment of the Owner's Utilities does require advancement of funds and the terms agreed to between the Design-Build Contractor and Owner are listed below.

- (b) Adjustment Based on Actual Costs or Agreed Sum. For purposes of Paragraph 7(b) of the Original Agreement, the following terms apply to the Additional Owner Utilities and proposed Adjustment.

[Check the one appropriate provision]:

- The Owner is responsible for its share of the Design-Build Contractor's actual cost for the Adjustment, including any identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Amendment, (i) the Owner shall pay to the Design-Build Contractor the amount, if any, by which the actual cost of the Betterment (as determined in Paragraph 9(b)) plus the actual cost of Owner's share of the Adjustment (based on the allocation set forth in Exhibit A) exceeds the estimated cost advanced by the Owner, or (ii) the Design-Build Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such actual cost, as applicable.
- The Agreed Sum is the agreed and final amount due for the Adjustment, including any Betterment, under this Amendment. Accordingly, no adjustment (either up or down) of such amount shall be made based on actual costs.

1.3 **Reimbursement of Owner's Direct and Indirect Costs.** For purposes of Paragraph 6 of the Original Agreement, the following terms apply to the Additional Owner Utilities and proposed Adjustment:

- (a) Design-Build Contractor agrees to reimburse the Owner its share of the Owner's direct and indirect costs (e.g., engineering, inspection, testing, ROW, including Owner's corporate overhead loadings) as identified in Exhibit A. When requested by the Owner, monthly progress payments will be made. The monthly payment will not exceed 80% of the estimated work done to date. Once the work is complete, final payment of the eligible costs will be made. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.
- (b) The Owner's direct and indirect costs associated with Adjustment of the Owner Utilities shall be developed pursuant to the method checked and described below *[check only one box]*:
- (1) Actual direct and indirect costs accumulated in accordance with (i) a work order accounting procedure prescribed by the applicable Federal or State regulatory body, or (ii) established accounting procedure developed by the Owner and which the Owner uses in its regular operations or,
- (2) The agreed sum of \$_____ ("Agreed Sum") as supported by the analysis of the Owner's estimated costs attached hereto as part of Exhibit A.

1.4 **Responsibility for Costs of Adjustment Work.** For purposes of Paragraph 4 of the Original Agreement, responsibility for the Agreed Sum or Actual Cost, as applicable, of all Adjustment work to be performed pursuant to this Amendment shall be allocated between the Design-Build Contractor and the Owner as identified in Exhibit A hereto and in accordance with §203.092, Texas Transportation Code. An allocation percentage may be determined by application of an Eligibility Ratio, if appropriate, as detailed in Exhibit A, provided however, that any portion of an Agreed Sum or Actual Cost attributable to Betterment shall be allocated 100% to the Owner in accordance with Paragraph 9 of the Original Agreement. Payment for the work completed of Design-Build Contractor's portion of the Agreed Sum or Actual Cost, as applicable, shall be due upon receipt of invoice. Invoice will be considered past due after 30 days.

1.5 **Betterment.**

(a) Paragraph 9(b) (Betterment and Salvage) of the Original Agreement is hereby amended to add the following *[Check the one box that applies, and complete if appropriate]*:

- The Adjustment of the Additional Owner Utilities, pursuant to the Plans as amended herein, does not include any Betterment.
- The Adjustment of the Additional Owner Utilities, pursuant to the Plans as amended herein, includes Betterment to the Additional Owner Utilities by reason of *[insert explanation, e.g. "replacing 12" pipe with 24" pipe]*: _____. The Design-Build Contractor has provided to the Owner comparative estimates for (i) all work to be performed by the Design-Build Contractor pursuant to this Amendment, including work attributable to the Betterment, and (ii) the cost to perform such work without the Betterment, which estimates are hereby approved by the Owner. The estimated cost of the Design-Build Contractor's work under this Amendment which is attributable to Betterment is \$_____, calculated by subtracting (ii) from (i). The percentage of the total cost of the Design-Build Contractor's work under this Amendment which is attributable to Betterment is _____ %, calculated by subtracting (ii) from (i), which remainder is divided by (i).

(b) If the above Paragraph 1.5(a) identifies Betterment, the Owner shall advance to the Design-Build Contractor, at least **fourteen (14) days** prior to the date scheduled for commencement of construction for Adjustment of the Additional Owner Utilities, the estimated cost attributable to Betterment as set forth in Paragraph 1.5(a) of this Amendment. If the Owner fails to advance payment to the Design-Build Contractor on or before the foregoing deadline, the Design-Build Contractor shall have the option of commencing and completing (without delay) the Adjustment work without installation of the applicable Betterment. *[Check the one appropriate provision]*:

- The estimated cost stated in Paragraph 1.5(a) of this Amendment is the agreed and final amount due for Betterment under this Amendment, and accordingly no adjustment (either up or down) of such amount shall be made based on actual costs.
- The Owner is responsible for the Design-Build Contractor's actual cost for the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Amendment, (i) the Owner shall pay to the Design-Build Contractor the amount, if any, by which the actual cost of the Betterment (determined as provided below in this paragraph) exceeds the estimated cost advanced by the Owner, or (ii) the Design-Build Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such actual cost, as applicable. Any additional payment by the Owner shall be due within **sixty (60) days** after the Owner's receipt of the Design-Build Contractor's invoice therefore, together with supporting documentation; any refund shall be due within **sixty (60) days** after completion of the Adjustment work under this Amendment. The actual cost of Betterment incurred by the Design-Build Contractor shall be calculated by multiplying (i) the Betterment percentage stated in Paragraph 1.5(a) of this Amendment, by (ii) the actual cost of all work performed by the Design-Build Contractor pursuant to this Amendment (including work attributable to the Betterment), as invoiced by the Design-Build Contractor to the Owner.

- (c) The determinations and calculations of Betterment described in this Amendment shall exclude right-of-way acquisition costs. Betterment in connection with right-of-way acquisition is addressed in Paragraph 15 of the Original Agreement.

1.6 **Miscellaneous.**

- (a) Owner and Design-Build Contractor agree to refer to this Amendment, designated by the "Amendment No." and "Agreement Number" indicated on page 1 above, on all future correspondence regarding the Adjustment work that is the subject of this Amendment and to track separately all costs relating to this Amendment and the Adjustment work described herein.

2. **General.**

- (a) All capitalized terms used in this Amendment shall have the meanings assigned to them in the Original Agreement, except as otherwise stated herein.
- (b) This Amendment may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one and the same instrument.
- (c) Except as amended hereby, the Original Agreement shall remain in full force and effect. In no event shall the responsibility, as between the Owner and the Design-Build Contractor, for the preparation of the Plans and the Adjustment of the Owner Utilities be deemed to be amended hereby.
- (d) This Amendment shall become effective upon the later of (a) the date of signing by the last party (either the Owner, the Design-Build Contractor or the Developer) signing this Amendment, and (b) the completion of TxDOT's review and approval as indicated by the signature of TxDOT's representative, below.

APPROVED BY:

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: _____
Authorized Signature

Printed
Name: Donald C. Toner, Jr, SR/WA
Texas Turnpike Authority Division
Texas Department of Transportation

Date: _____

DESIGN-BUILD CONTRACTOR

Bluebonnet Contractors, LLC

By: _____
Duly Authorized Representative

Printed
Name: Jose Carlos Esteban

Title: Chief Executive Officer

Date: _____

OWNER

City of Bedford
[Print Owner Name]

By: _____
Duly Authorized Representative

Printed
Name: _____

Title: _____

Date: _____

DEVELOPER

NTE Mobility Partners LLC

By: _____
Duly Authorized Representative

Printed
Name: Steve Hankins, PE

Title: Director of Design & Construction

Date: _____



Council Agenda Background

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

DATE: 11/15/11

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to enter into an Engineering Services Contract with Baird, Hampton & Brown, Inc. in the amount of \$106,205 for the design of the Reconstruction of Dora Street from Pipeline Road to Phyllis Street.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Funding in the amount of \$175,000 for the design of the reconstruction of Dora Street was included in the General Obligation Bond Sale earlier this year. Staff has negotiated an Engineering Services Agreement with Baird, Hampton & Brown, Inc. in the amount of \$106,205 for the design. Funding for the construction will have to come from a future bond sale.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an Engineering Services Contract with Baird, Hampton & Brown, Inc. in the amount of \$106,205 for the design of the Reconstruction of Dora Street from Pipeline Road to Phyllis Street.

FISCAL IMPACT:

\$106,205 from the 2011 G.O. Bond Sale

ATTACHMENTS:

Resolution
Contract

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ENGINEERING SERVICE CONTRACT WITH BAIRD, HAMPTON & BROWN, INC. IN THE AMOUNT OF \$106,205 FOR THE DESIGN OF THE RECONSTRUCTION OF DORA STREET FROM PIPELINE ROAD TO PHYLLIS STREET.

WHEREAS, the City Council of Bedford, Texas determines that these street improvements are needed; and,

WHEREAS, these improvements will protect the vitality of the neighborhood.

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

SECTION 1. That the City Manager is authorized to enter into an Engineering Services Contract with Baird, Hampton & Brown, Inc. in the amount of \$106,205 for the design of the Reconstruction of Dora Street from Pipeline Road to Phyllis Street.

SECTION 2. That funding for this contract will come from the 2011 General Obligation Bond Sale.

PASSED AND APPROVED this the 15th day of November 2011, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

October 28, 2011

Mr. John Kubala, PE
Director of Public Works
City of Bedford
Reliance Parkway
Bedford, TX 76021

**RE: ENGINEERING & SURVEYING SERVICES for
RECONSTRUCITON of DORA STREET**

Mr. Kubala,

We are pleased to have been selected to assist you with the referenced project. Baird, Hampton & Brown has extensive experience with roadway and utility reconstruction projects, and we are confident we can assist you in a timely and responsible manner. Enclosed, we offer our revised Agreement for Engineering Services, which includes a Scope of Work, Professional Services Fees, Estimate of Probable Construction Cost, and Project Schedule.

We hope you find the enclosed information complete; and look forward to working with you.

Thank you,

BAIRD, HAMPTON & BROWN, INC.



Konstantine Bakintas, PE
Principal, Sr. Civil Engineer

Enclosure: Four (4) Executed Agreements for Engineering Service

e:\2011.000.000\2011.714.000\docs\contract\scope of work & fee proposal.doc

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

I.

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

WITNESSETH, that CITY desires professional engineering services in connection with the **Reconstruction of Dora Street**.

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

II. PROJECT

In this Agreement, the "PROJECT" means the engineering design of the **Reconstruction of Dora Street** in accordance with the Public Works Design Criteria, applicable CITY codes, regulations and standards. The limits of the PROJECT are **generally from Pipeline Road at the South end, to Phyllis Street on the North end**.

III. BASIC AGREEMENT

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

IV. SCOPE OF ENGINEER'S SERVICES

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

V. SPECIAL ENGINEERING SERVICES

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

VI. ADDITIONAL ENGINEERING SERVICES

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

VII. CITY PROVIDED INFORMATION/SERVICES

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

VIII. COMPENSATION

- A. In consideration of the services described herein, CITY shall pay and ENGINEER shall receive compensation in accordance with Exhibit F: "Compensation".
- B. Total payments, excluding reimbursable expenses, to ENGINEER by CITY for services shall not exceed One Hundred and Six Thousand Two Hundred and Five (\$106,205) Dollars.
- C. CITY may authorize additional services to be provided by ENGINEER as mutually agreed upon by the parties. Any authorization for additional services shall be given to ENGINEER by CITY in writing and approved by CITY.

IX. OWNERSHIP OF DOCUMENTS

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

X. INDEMNITY

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

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

XI. INSURANCE

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

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

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

XII. ARBITRATION

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

XIII. TERMINATION AND SUSPENSION

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

XIV. SUCCESSORS AND ASSIGNS

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

XV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

XVI. SUBCONTRACTS

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

XVII. RIGHT TO AUDIT

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

XVIII. EXHIBITS

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

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

XIX. MISCELLANEOUS

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

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

If to ENGINEER:

Baird, Hampton & Brown, Inc.
Attn: Konstantine Bakintas
4550 SH 360, Suite 180
Grapevine, TX 76051

If to CITY:

City of Bedford
Attn: John Kubala, PE
1813 Reliance Parkway
Bedford, TX 76021

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

This Agreement is executed in two (2) counterparts.

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

CITY OF BEDFORD
(CITY)

BAIRD, HAMPTON & BROWN, INC.
(ENGINEER)

By: _____
Beverly Griffith, City Manager

By: _____
Konstantine Bakintas, PE, Principal

Date: _____

Date: _____

Attest: _____
City Secretary

EXHIBIT A

BASIC ENGINEERING SERVICES FOR RECONSTRUCTION OF DORA STREET

Dora Street has an unusually high crown and is exhibiting pavement deterioration. It is believed that when last reconstructed, the excess materials were simply piled up in the middle, creating the high crown, in-lieu of being hauled away.

This project consists of the complete reconstruction of Dora Street, from E. Pipeline Road, 3,200 linear feet northward to Phyllis Street. The reconstruction includes removal and replacement of the existing concrete curbs, gutters, valley gutters and asphaltic pavement. Work will be confined to within the available 50-foot Right-of-Way.

The reconstructed roadway shall be of concrete, measure 30-ft in width from face of curb to face of curb, and be provided with a 5-inch crown. The reconstruction is anticipated to extend through intersections and include valley gutters, where appropriate, for proper drainage. Please refer to the enclosed Dora Street Exhibits 1 thru 3.

In addition, the existing 6-inch water line, extending from Bedford Court 850-feet northward to Phyllis Street, will be replaced with a new 8-inch water line in the west parkway. All other water lines, within the project limits are relatively new and need not be replaced.

The sanitary sewer mains, within the project limits, are also relatively new and need not be replaced. However, we understand many of the water service lines and the sanitary sewer service lines, from E. Pipeline Road to Phyllis Street, were constructed very shallow and will also need to be replaced from the main to the right-of-way line. It is anticipated that some of these service line replacements may require some adjustment of the private service line as well.

The scope of work for BASIC Engineering Services involves a Concept Design and Project Plans, Specifications and Estimates for the reconstruction of Dora Street, from Pipeline Road, northward to Phyllis Street.

I. GENERAL

A. Design Meetings

1. The ENGINEER will meet with the CITY's staff during the Concept (30%), Preliminary (65%) and Final Plan (95%) phases of the PROJECT.
2. The ENGINEER, if requested, will assist the CITY's staff in a meeting with property owners during the Preliminary phase of the PROJECT.

B. Project Management, Administration and Coordination

1. The ENGINEER will establish and maintain PROJECT schedules and budgets, develop monthly progress reports, prepare invoices, and meet with other entities on an as needed basis for the duration of the PROJECT's design.
2. Supervision of Subconsultants

The ENGINEER will establish a work program and schedule for each subconsultant, if any, at the beginning of each phase/section of the PROJECT. The ENGINEER will be responsible for the coordination, supervision, review and incorporation of work performed by subconsultants.

C. Data Collection

1. The ENGINEER will collect, compile and evaluate existing data collected from the CITY, or other entities that supply needed existing information for the design of the PROJECT.
2. DigTess will be notified prior to beginning the survey. Utilities identified by paint or pin flags on the ground will be included in the survey data collected.
3. A location map/schematic will be provided with the Concept Report to the affected utility companies. These plans will be used by the utility companies to show approximate locations of their facilities which are or may be affected by the PROJECT.

4. The ENGINEER will solicit Record/As-Built Drawings and/or future plans for the following facilities in the PROJECT area:
 - i. Roadways
 - ii. Water Lines
 - iii. Sanitary Sewer Lines
 - iv. Storm Drain Lines
 - v. Telephone Underground and/or Overhead Lines
 - vi. Electric Underground and/or Overhead Lines
 - vii. Natural Gas Lines
5. The ENGINEER will identify potential utility conflicts and provide this information to utility companies at the Preliminary Plans phase.

II. CONCEPT DESIGN REPORT

- A. Roadway & Utilities
 1. Existing and Proposed roadway cross-section dimensions and pavement cross-sections will be described.
 2. Drainage area maps will be prepared using available contour maps. Sub-drainage areas will be determined, along with the zoning and future land use. The expected runoff from the fully developed watershed will be calculated in accordance with City drainage criteria.
 3. Roadway and Right-of-Way capacity will be determined at various locations within the project limits.
 4. Schematic design of a public storm drainage system will be described.
 5. Existing and Proposed public water and sanitary sewer improvements will be described.
- B. Quantities and Cost Estimate
 1. PROJECT quantities will be calculated and tabulated for inclusion in the bid proposal and cost estimates.
 2. The ENGINEER's opinion of probable construction costs will be prepared for the entire PROJECT using current unit cost data.
- C. Submit Concept Report for Review
 1. Submit two (2) sets of the concept report for CITY review.
 2. Submit concept report to utility companies for review and noting of their facilities.

III. PLANS, SPECS & ESTIMATES

- A. Prepare Preliminary (65%) Design Plans

1. Incorporate CITY review comments and directives from the Concept Report.
 2. Prepare Roadway Plans and Profiles
 3. Develop Water & Sanitary Sewer layouts
 4. Update Quantities and Cost Estimate
 5. Submit three (3) sets of plans and estimates for CITY review
 6. Attend project review meeting with CITY
- B. Prepare Final (95%) Design Plans
1. Incorporate CITY review comments and directives from the Preliminary Plans submittal.
 2. Further develop Roadway Plan and Profiles
 3. Complete Water and Sanitary Sewer Plans and Profiles
 4. Develop Roadway Cross-Sections
 5. Prepare Construction Details
 6. Prepare Project Specification and Contract Documents
 7. Update Quantities and Cost Estimate
 8. Submit three (3) sets for CITY review
 9. Submit Preliminary Plans to utility companies for coordination and adjustment of their lines as necessary.
 10. Attend project review meeting with CITY
 11. Hold Neighborhood Meeting to inform affected property owners
- C. Prepare Final Bid Documents
1. Incorporate CITY review comments and directives from the Final (95%) Design plans.
 2. Provide final plans, specifications, and cost estimates
 3. Submit two (2) sets of final bid documents for CITY review, approval and bidding.

IV. CONSTRUCTION PHASE

- A. Assist the CITY in the advertisement of the PROJECT for bid. The CITY shall bear the cost of advertisement in an official publication. The ENGINEER shall provide all necessary printing of construction plans, specifications and contract documents for use in obtaining bids, awarding contracts, and constructing the PROJECT. The CITY shall be responsible for dispersing all plans and specifications from its office to prospective bidders.

- B. Assist the CITY in the opening and tabulation of the construction bids for the PROJECT and recommend to the CITY the proper action on all proposals received.
- C. Assist in the preparation of formal Contract Documents and in coordinating their execution by the respective parties.
- D. Represent the CITY in the non-resident administration of the PROJECT. In this capacity, the ENGINEER shall have the authority to exercise whatever rights the CITY may have to disapprove work and materials that fail to conform to the Contract Documents when such failures are brought to the ENGINEER's attention.

This function of ENGINEER shall not be construed as supervision of the PROJECT and does not include on-site activities other than occasional site visits to observe overall PROJECT conditions or when specifically requested by CITY to visit on site for a particular matter. It particularly does not involve periodic, exhaustive or continuous on-site inspection to check the quality or quantity of the work or material; nor does it place any responsibility on the ENGINEER for the techniques and sequences of construction or the safety precaution incident thereto, and ENGINEER will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents.

- E. Consult and advise the CITY; issue such instructions to the Contractor as in the judgment of the ENGINEER are necessary; and prepare routine change orders, if required
- F. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the PROJECT and compliance with the information given by the Contract Documents; and assemble written guarantees which are required by the Contract Documents.
- G. Review monthly and final estimates for payments to Contractor, and furnish to the CITY any necessary certifications provided by the Contractor, as to payments to subcontractors and suppliers. Verification of pay quantities shall be provided by the CITY.
- H. Conduct, in company with the Contractor and the CITY, a final inspection of the PROJECT for conformance with the design concept of the PROJECT

and compliance with the Contract Documents; and approve in writing final payment to the Contractors.

- I. Prepare Record Drawings, with the assistance of the CITY's Resident PROJECT Representative, to reflect available information as to how the work was constructed. The CITY's Resident PROJECT Representative will provide the ENGINEER a red-lined set of drawings depicting changes during construction. The ENGINEER shall revise original design drawings, noting changes during construction, and submit three (3) printed sets of Record Drawings and one set of electronic files in pdf format, to the CITY.

Attachment "A-1"
 ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
Dora Street Reconstruction
 Water Improvements (Bedford Ct. to Phyllis St.)
 Water & Sewer Service Line Adjustments (E. Pipeline Rd. to Phyllis St.)
 Paving & Drainage Improvements (E. Pipeline Rd. to Phyllis St.)
 City of Bedford, Texas

Water & Sanitary Sewer Improvements

Item no.	Item Description	Bedford Ct. to Phyllis St. (890 LF) AND Adjusting all Services (Pipeline to Phyllis)			
		Quantity	Unit	Unit Cost	Total
1	Temporary 2" Water Service Line & Appurtenances	1	LS	\$ 8,000	\$ 8,000
3	8" PVC Water Line	920	LF	\$ 30	\$ 27,600
4	8" Gate Valve w/Box & Lid	6	EA	\$ 950	\$ 5,700
5	Fire Hydrant Complete-In-Place	2	EA	\$ 2,750	\$ 5,500
6	6" PVC Water Line (Fire Hydrant Leads)	30	LF	\$ 28	\$ 840
7	6" Gate Valve w/Box & Lid for Fire Hydrant	1	EA	\$ 800	\$ 800
8	Cast Iron / Ductile Iron Fittings	0.25	TON	\$ 5,000	\$ 1,250
9	Construct Concrete Collar at Valve Box	7	EA	\$ 100	\$ 700
10	Water Service Tap on Main	22	EA	\$ 350	\$ 7,700
11	Type 'K' Copper Residential Water Service Line	580	LF	\$ 18	\$ 10,440
12	Install Water Meter Box	22	EA	\$ 175	\$ 3,850
13	Trench Excavation Safety for Water Line Depth >5'	920	LF	\$ 1	\$ 920
14	Replace & Lower Copper Water Service Line (+/-50 Ea)	1,250	LF	\$ 18	\$ 22,500
15	Replace & Lower 4" PVC Sewer Service Line (+/-50 Ea)	1,250	LF	\$ 26	\$ 32,500
16	Adjust Private Sewer Service Line (by Plumber) (+/-25 Ea)	250	LF	\$ 46	\$ 11,500
17	2" Temporary Asphaltic Pavement Repair	4,000	LF	\$ 8.50	\$ 34,000
Water Improvements Sub-Total					\$ 173,800
Contingency 10.0%					\$ 17,380
Water & Sanitary Sewer Improvements Total					\$ 191,180

Attachment "A-1"
 ENGINEER'S ESITMATE OF PROBABLE CONSTRUCTION COST
Dora Street Reconstruction
 Water Improvements (Bedford Ct. to Phyllis St.)
 Water & Sewer Service Line Adjustments (E. Pipeline Rd. to Phyllis St.)
 Paving & Drainage Improvements (E. Pipeline Rd. to Phyllis St.)
 City of Bedford, Texas

Paving & Drainage Improvements

Item no.	Item Description	E. Pipeline Rd. to Phyllis St. (3,200 LF)			
		Quantity	Unit	Unit Cost	Total
18	Implement and Maintain Erosion Control Measures	1	LS	\$ 5,000	\$ 5,000
19	Implement and Maintain Traffic Control	1	LS	\$ 3,500	\$ 3,500
20	Sawcut, Demolish, Remove & Dispose Exist 5' Recessed Curb Inlet	2	EA	\$ 500	\$ 1,000
21	Sawcut Existing Paving	405	LF	\$ 2.50	\$ 1,013
22	Unclassified Roadway Excavation (Earthwork)	2,960	CY	\$ 12	\$ 35,520
23	Unclassified Roadway Excavation (Haul Off)	2,960	CY	\$ 18	\$ 53,280
24	Sawcut, Demolish, Remove & Dispose Exist Concrete Curb & Gutter	6,390	LF	\$ 3	\$ 19,170
25	Sawcut, Demolish, Remove & Dispose Exist SINGLE Driveway Approach	23	EA	\$ 250	\$ 5,750
26	Sawcut, Demolish, Remove & Dispose Exist DOUBLE Driveway Approach	33	EA	\$ 425	\$ 14,025
27	Sawcut, Demolish, Remove & Dispose Exist Concrete Sidewalk	1,400	SF	\$ 1	\$ 1,400
28	10' Recessed Curb Inlet	2	EA	\$ 4,000	\$ 8,000
29	8" TXI Cem-Lime Stabilized Subgrade	11,715	SY	\$ 3.50	\$ 41,003
30	TXI Cem-Lime for Subgrade Stabilization (at 40 Lbs/SY)	234	TON	\$ 150	\$ 35,145
	6" TXI Flexbase (or TxDOT Crushed Limestone Flexible Base)	11,715	SY	\$ 7.50	\$ 87,863
31	Construct 6" Reinforced Concrete Pavement (Measured from Back of Curb to Back of Curb)	11,005	SY	\$ 30	\$ 330,150
32	Construct 6" Reinforced Concrete Valley Gutter	8	EA	\$ 3,200	\$ 25,600
33	Construct 6" Tall Attached or Monolithic Curb	6,390	LF	\$ 3.50	\$ 22,365
34	Construct 6" Reinforced Concrete SINGLE Driveway Approach	23	EA	\$ 775	\$ 17,825
35	Construct 6" Reinforced Concrete DOUBLE Driveway Approach	33	EA	\$ 1,250	\$ 41,250
36	Construct 4" Reinforced Concrete Sidewalk	1,400	SF	\$ 5	\$ 7,000
37	Adjust Fire Hydrant to Finished Grade	7	EA	\$ 300	\$ 2,100
38	Adjust Water Valve Box to Finished Grade	18	EA	\$ 225	\$ 4,050
39	Adjust Water Meter Box	58	EA	\$ 50	\$ 2,900
40	Adjust Sanitary Sewer Manhole	11	EA	\$ 400	\$ 4,400
41	4" Thick Top Soil Backfill at Parkways	750	CY	\$ 16	\$ 12,000
42	Solid Sod Parkways	6,750	SY	\$ 5	\$ 33,750
43	Remove & Replace Post Mounted Street Sign and/or Stop Sign	13	EA	\$ 150	\$ 1,950
44	Miscellaneous Utility Adjustment (Including Sprinklers)	1	LS	\$ 40,000	\$ 40,000
45	Construction Change Order Contingency	1	LS	\$ 15,000	\$ 15,000
46	4" Perforated Subsurface Drain, As Directed by Engineer	150	LF	\$ 100	\$ 15,000
47	Concrete (2,000 PSI) for Misc. Placement, As Directed by Engineer	10	CY	\$ 75	\$ 750

Pavement & Drainage Improvements Sub-Total \$ 887,758

Contingency 10.0% \$ 88,783

Paving & Drainage Improvements Total \$ 976,540

Water, Paving & Drainage Improvements Construction Total \$ 1,167,720
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Attachment "A-1"
 ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
Dora Street Reconstruction
 Water Improvements (Bedford Ct. to Phyllis St.)
 Water & Sewer Service Line Adjustments (E. Pipeline Rd. to Phyllis St.)
 Paving & Drainage Improvements (E. Pipeline Rd. to Phyllis St.)
 City of Bedford, Texas

Misc. & Professional Services

Item no.	Item Description				
		Quantity	Unit	Unit Cost	Total
48	Topographic Surveying Services	1	LS	1.2%	\$ 14,525.0
49	Construction Materials and Compaction Testing	1	LS	1.5%	\$ 17,515.8
50	Engineering - Concept Report, Preliminary & Final Plans	1	LS	7.2%	\$ 84,200.0
51	Engineering: Bidding & Limited Construction Support Services	1	LS	0.6%	\$ 7,480.0
52	Pre-Construction Geotechnical Investigation	1	LS	0.1%	\$ 1,167.7
53	City Inspection Fees	1	LS	4.0%	\$ 46,708.8
Misc. & Professional Services Sub-Total					\$ 171,597
Contingency 10.0%					\$ 17,163
Misc. & Professional Services Total					\$ 188,760

DORA STREET RECONSTRUCTION PROJECT TOTAL \$ 1,356,480
--

EXHIBIT B

PROJECT SCHEDULE FOR RECONSTRUCTION OF DORA STREET

PROJECT SCHEDULE

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

Pre-Engineering & Surveying	30 working days
Concept Report Phase	50 " "
Preliminary Engineering Plans	180 " "
Final Construction Plans	40 " "
Bid & Award	70 " "
Construction	<u>140 working days</u>
Total Project Schedule	<u>380 working days</u> from 12/05/11 thru 05/17/13

EXHIBIT C

SPECIAL ENGINEERING SERVICES FOR RECONSTRUCTION OF DORA STREET

The scope of work for SPECIAL Engineering Services involves providing the necessary Topographic Surveying for the engineering design of the roadway reconstruction. The scope of work for the Special Engineering Services is more generally described as follows:

I. SURVEYING

A. Establish Survey Control

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

B. Surveying for Engineering Design

Perform necessary surveying operations for the complete design of the project as outlined in this Scope of Services. Surveying shall include the following:

- a. Locate Public ROW or easement and topographically survey visible surface features within 15-feet either side of the ROW or easement. Locate property corners sufficient to determine location of ROW or easement and any platted easements that are within or crossing the project limits.
- b. Topographic survey will include:

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

12. CURB INLET CORNERS
13. CURB INLET INVERTS
14. TREES (4-inches and larger)
15. FENCES / WALLS / DECKS
16. ALL MARKED UTILITIES

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

C. Existing Underground and/or Overhead Utilities

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

II. GEOTECHNICAL ENGINEERING

A. ROADWAY PAVEMENT CORES

CITY shall provide ENGINEER with a minimum of one pavement core per approximately 500 linear feet of roadway, documenting the existing roadway pavement (i.e. 2-inches of asphalt on 6-inches of crushed limestone base). ENGINEER shall recommend location of proposed cores.

CITY shall provide ENGINEER with preferred roadway pavement cross-section, identifying sub-base, base course and surface course; as well as subgrade modification as necessary. ENGINEER shall incorporate CITY provided pavement cross-section into the design and construction documents for the roadway reconstruction.

EXHIBIT D

**ADDITIONAL ENGINEERING SERVICES
FOR
RECONSTRUCTION OF DORA STREET**

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

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

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

Principal	\$175 per hour	Senior Land Surveyor (RPLS)	\$135 per hour
Project Manager	\$150 per hour	Land Surveyor (RPLS)	\$110 per hour
Sr. Engineer	\$125 per hour	Robotics Survey Crew	\$135 per hour
Engineer - PE	\$100 per hour	GPS Survey Crew (2-man)	\$170 per hour
Engineer - EIT	\$85 per hour	GPS Survey Crew (1-man)	\$130 per hour
Sr. Designer	\$100 per hour	Survey Technician	\$85 per hour
Designer	\$85 per hour		
CADD/ Drafting	\$60 per hour		
Clerical	\$50 per hour		

EXHIBIT E

CITY PROVIDED INFORMATION/SERVICES FOR RECONSTRUCTION OF DORA STREET

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

- I. Provide any existing data the CITY has on file concerning the PROJECT, if available.
- II. Provide any available As-Built plans for existing streets and drainage facilities, if available.
- III. Provide any available As-Built plans for existing water and sanitary sewer mains, if available.
- IV. Assist the ENGINEER, as necessary, in obtaining any required data and information from local utility companies.
- V. Provide standard details, specifications, and contract documents in digital format.
- VI. Provide ENGINEER with a minimum of one pavement core per approximately 500 linear feet of roadway, documenting the existing roadway pavement (i.e. 2-inches of asphalt on 6-inches of crushed limestone base). ENGINEER shall recommend location of proposed cores.
- VII. Provide ENGINEER with preferred roadway pavement cross-section, identifying sub-base, base course and surface course; as well as subgrade modification as necessary. ENGINEER shall incorporate CITY provided pavement cross-section into the design and construction documents for the roadway reconstruction.
- VIII. Assist the ENGINEER by requiring appropriate utility companies to expose underground utilities within the Right-Of-Way, if/when required.
- IX. Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER's services.

EXHIBIT F
COMPENSATION
FOR
RECONSTRUCTION OF DORA STREET

I. COMPENSATION

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

- A. Compensation for the Basic Engineering Services (Concept Report, Plans, Specs & Estimates and limited Construction Support Services) shall be a lump sum fee of \$91,680.

The Design phase portion of the Basic Engineering Services shall be computed at 95% of the total Basic Services Charge; and the Construction phase portion of the Basic Engineering Services shall be computed at 5% of the total Basic Engineering Services Charge.

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

Payment for the Construction phase of the Basic Engineering Services shall be due in monthly installments in proportion to the construction work completed on the basis of the Contractor's monthly payment estimates. Upon completion of all work authorized in the Construction phase, the ENGINEER will be paid the remainder of the charge for this phase.

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

Design Surveys: Lump Sum Fee of \$14,525

Direct Costs (Printing, Reproduction, etc.)

Copies:	\$0.10/Page
Blueline Prints:	\$1.00/Sheet
Plots (Bond or Velum):	\$10.00/Each
Other Direct Costs	Costs time a multiplier of 1.10

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

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

Principal	\$175 per hour	Senior Land Surveyor (RPLS)	\$135 per hour
Project Manager	\$150 per hour	Land Surveyor (RPLS)	\$110 per hour
Sr. Engineer	\$125 per hour	Robotics Survey Crew	\$135 per hour
Engineer - PE	\$100 per hour	GPS Survey Crew (2-man)	\$170 per hour
Engineer - EIT	\$85 per hour	GPS Survey Crew (1-man)	\$130 per hour
Sr. Designer	\$100 per hour	Survey Technician	\$85 per hour
Designer	\$85 per hour		
CADD/ Drafting	\$60 per hour		
Clerical	\$50 per hour		

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

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

II. PAYMENT

Payments to the ENGINEER will be made as follows:

A. Invoice and Time of Payment

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

Attachment "F-1"

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

RECONSTRUCTION of DORA STREET
from E. Pipeline Road, 3,200 Feet Northward to Phyllis Street
Water, Sewer & Paving Improvements

Item / Task Description	Project Manager (Hrs)	Project Engineer (Hrs)	Engineering CADD/Tech (Hrs)	Project Surveyor (Hrs)	Survey Field Crew (Hrs)	Survey CADD/Tech (Hrs)	Clerical (Hrs)	Amount (\$)
Concept Design Report								\$ 21,170
Retrieve & Review Record Drawings	4	16	4					2,640
Roadway Cross-Section & Pavement	4	8	16					2,860
Drainage Analysis & Recommendations	6	16	4					2,990
Water & Sanitary Sewer Lines	4	8	4					1,840
Estimates of Probable Construction Cos	4	8	4					1,840
Prepare and Submit Concept Report	8	32	16				4	6,160
Coordinate w/Franchise Utilities	2	16	4					2,290
Concept Report Review Conference	2	2						550
Subtotal =	34	106	52	0	0	0	4	
Surveying Services								\$ 14,525
Topographic Surveying	1	1		8	32	32		8,195
Right-of-Way Mapping		1		2	12	16		3,300
Set Project Control Points		1		2	4	2		1,030
Right-of-Entry Documents		1		8		12		2,000
Subtotal =	1	4	0	20	48	62	0	
Plans, Specs & Estimates								\$ 63,030
Geometric Layout & Control	8	16	40					6,400
Roadway Plan & Profile	16	40	40					10,200
Roadway Cross-Sections	2	8	32					3,870
Drainage Area Map & Analysis	8	24	32					6,520
Drainage Improvements	8	16	16					4,360
Water Line Improvements	8	16	24					5,040
Water & Sewer Services	4	4	8					1,780
Roadway & Paving Details	6	8	16					3,210
Utility & Miscellaneous Details	6	8	16					3,210
Construction Cost Estimates	4	16	8					2,980
Technical Specifications	4	8					2	1,600
Contract Documents	8	12					8	3,000
Coordinate w/Franchise Utilities	4	24	8				4	3,980
Conduct Neighborhood Meetings	8	16	8				8	4,080
Submittal & Review Meetings	8	12					4	2,800
Subtotal =	102	228	248	0	0	0	26	
Construction Administration & Support Services								\$7,480
Bid Project & Tabulate Results	4	12						1,900
Pre-Con Mtg. & Final Inspections	6	12						2,250
Limited Constr. Admin. Support	6	16	8					3,330
Subtotal =	16	40	8	0	0	0	0	
Total for Professional Services	153	378	308	20	48	62	30	\$ 106,205

EXHIBIT G

**CONFLICT OF INTEREST QUESTIONNAIRE
FOR
RECONSTRUCTION OF DORA STREET**

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.
Konstantine Bakintas, PE

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

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

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

NONE

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

NONE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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

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

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

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

YES NO

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

YES NO

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

YES NO

D. Describe each affiliation or business relationship.

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

NONE

7

Signature of person doing business with the governmental entity

Date

Adopted 01/13/2006



Council Agenda Background

PRESENTER: John F. Kubala, P.E., Public Works Director **DATE:** 11/15/11

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

ITEM:

Consider a resolution authorizing the purchase of a replacement pavement saw in the amount of \$18,563.29.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

On September 13, 2011, the Bedford City Council passed an ordinance adopting the Fiscal Year 2011/2012 Street Improvement Development Board (4B) budget. Contained within the budget were funds in the amount of \$18,810 allocated for the purchase of a replacement pavement saw. The saw is a large diameter saw and is used to cut concrete and asphalt.

The existing saw is eight years old and no longer has the power to propel the unit, which slows pavement cutting. This causes higher equipment RPMs which locks up the saw blade, destroying the equipment belts. The replacement unit will also utilize a clean burning diesel engine in accordance with the City's Clean Fleet Policy. The current pavement saw will be auctioned after being replaced.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the purchase of a replacement pavement saw in the amount of \$18,563.29.

FISCAL IMPACT:

Funding in the amount of \$18,563.29 will be paid out of the Street Improvement Development Board (4B) Budget.

ATTACHMENTS:

Resolution
Quote Tab

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE PURCHASE OF A REPLACEMENT PAVEMENT SAW IN THE AMOUNT OF \$18,563.29.

WHEREAS, the City Council of Bedford, Texas determines the necessity to replace a pavement saw with funds approved in the Fiscal Year 2011/2012 Street Economic Development Board (4B) budget; and,

WHEREAS, the City Council of Bedford, Texas determines that to meet the demands for street repairs, the existing pavement saw must be replaced.

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

SECTION 1. That the City Manager is authorized to purchase a replacement pavement saw in the amount of \$18,563.29.

SECTION 2. That funding in the amount of \$18,563.29 will be paid out of the Street Economic Development Board (4B) budget.

PASSED AND APPROVED this 15th day of November 2011, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Husqvarna Pavement Saw Quotes

Company	Cost
United Rentals	\$ 18,563.29
Sunbelt Rentals	\$ 18,810.00
White Cap	\$ 20,650.00



Council Agenda Background

PRESENTER: Beverly Griffith, City Manager

DATE: 11/15/11

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

ITEM:

Consider a resolution amending Section 2 of Resolution 11-122, and authorizing the City Manager to schedule the December Council meetings as December 2, 2011 and December 13, 2011.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City Council passed Resolution 11-122 which changed the Council meeting dates in November and December so that there would be no meetings the week of the Thanksgiving and Christmas holidays respectively. The meeting dates in December were therefore set as December 6 and 13. However, with the lack of actionable items that would be considered at the December 6 Council meeting, staff recommends moving that meeting to Friday, December 2. Therefore, Council could hold the meeting and adjourn in time for the Christmas Tree Lighting scheduled for 6:00 p.m. that night. In discussions with the City Attorney, this would be consistent with Chapter 2. Administration, Section 2-31 – Council meetings, dates and times of the City of Bedford Code of Ordinances.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution amending Section 2 of Resolution 11-122, and authorizing the City Manager to schedule the December Council meetings as December 2, 2011 and December 13, 2011.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Resolution 11-122
Section 2-31 of the Code of Ordinances

RESOLUTION NO. 11-

A RESOLUTION AMENDING SECTION 2 OF RESOLUTION 11-122, AND AUTHORIZING THE CITY MANAGER TO SCHEDULE THE DECEMBER COUNCIL MEETINGS AS DECEMBER 2, 2011 AND DECEMBER 13, 2011.

WHEREAS, Section 2 of Resolution 11-122 passed by the City Council of Bedford, Texas on October 11, 2011 authorized the City Manager change a Council meeting date in December to have meetings on December 6, 2011 and December 13, 2011; and,

WHEREAS, staff proposes that the City Council of Bedford, Texas amend Section 2 of Resolution 11-222 and authorize the City Manager to change a Council meeting in December to have meetings on December 2, 2011 and December 13, 2011.

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

SECTION 1. That Section 2 of Resolution 11-122 is amended to read as follows:

“That the City Manager is hereby authorized to change a Council meeting date in December to have meetings on December 2, 2011 and December 13, 2011.”

PASSED AND APPROVED this 15th day of November 2011, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

RESOLUTION NO. 11-122

A RESOLUTION AUTHORIZING THE CITY MANAGER TO CHANGE A COUNCIL MEETING DATE IN NOVEMBER FROM NOVEMBER 22, 2011 TO NOVEMBER 15, 2011 AND SCHEDULE THE DECEMBER MEETINGS AS DECEMBER 6, 2011 AND DECEMBER 13, 2011.

WHEREAS, staff proposes that the Council consider changing the regular meeting date in November due to the upcoming Thanksgiving holidays; and,

WHEREAS, staff proposes that the Council consider changing the regular meeting dates in December due to the upcoming Christmas holidays.

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 change a Council meeting date in November from November 22, 2011 to November 15, 2011.

SECTION 2. That the City Manager is hereby authorized to change a Council meeting date in December to have meetings on December 6, 2011 and December 13, 2011.

PASSED AND APPROVED this 11th day of October 2011, by a vote of 7 ayes, 0 nays and 0 abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Sec. 2-31. - Council meetings, days and time.

All Tuesdays of the month shall be available for the city council to conduct regular meetings pursuant to the city charter. The city council shall hold regularly scheduled meetings on the second and fourth Tuesdays. However, in addition to the regular meeting days as described herein, if deemed necessary for the purpose of conducting business, the time and date for the regular city council meeting may be designated as agreed upon by the majority of the council and in compliance with the Texas Open Meetings Act. The mayor or majority of the city council may by written request to the city manager and city secretary request a regular city council meeting on any day for the propose of a regular meeting to consider specifically requested items.

(Ord. No. 2257, § 1, 7-25-95; Ord. No. 2337, § 1, 10-8-96; Ord. No. 01-2600, § 1, 6-12-01; Ord. No. 09-2938, § 1, 8-25-09)

Charter reference— Meeting times prescribed by ordinance, § 2.13.