

# **A G E N D A**

**Regular Meeting of the Bedford City Council  
Tuesday, April 8, 2014  
Bedford City Hall Building A  
2000 Forest Ridge Drive  
Bedford, Texas 76021**

**Council Chamber Work Session 6:00 p.m.  
Council Chamber Regular Session 6:30 p.m.**

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

## **WORK SESSION**

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Discussion regarding support of Proposition One.

## **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 the week of April 6–12, 2014 as National Crime Victims' Rights Week.
2. Proclamation recognizing the week of April 13–19, 2014 as National Public Safety Telecommunicators Week.
3. Proclamation declaring April 13-19, 2014 as National Library Week in the City of Bedford.

### **APPROVAL OF THE MINUTES**

4. Consider approval of the following City Council minutes:
  - a) March 25, 2014 regular meeting

### **PERSONS TO BE HEARD**

5. The following individuals have requested to speak to the Council tonight under Persons to be Heard:

- a) Jessica Feldt, 2124 Shady Grove Drive, Bedford, Texas 76021 – Requested to speak to the Council regarding Ordinance No. 12-3039 Section 54-70 and requests that the Council allow/approve property owners to use reusable containers to store trash and also to dispose of trash from their property.
- b) Joyce Johnson, 1701 Brookhaven Circle, Bedford, Texas 76022 – Requested to speak to Council regarding difficulties with disputing a traffic ticket and problems getting open records fulfilled and problems with what is in the Court Docket at bench trial and driving record matters and all related matters and effects on her reputation.

## **NEW BUSINESS**

6. Public hearing and consider an ordinance to rezone the property known as Lot 8, Block 1, Airport Freeway Center Addition, located at 201 Bedford Road, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/New and Used Cars and Truck Sales and Service, specifically for a Specific Use Permit to allow for used car sales for Karnext, Inc.; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located north of Bedford Road and west of Brown Trail. (Z-244)
7. Public hearing and consider an ordinance to amend Planned Unit Development Ordinance No.106, specific to amending the Bedford Forum Land Use Plan Development Standards, III. Uses, A.1., for property located within the Reliance Parkway Corridor, specifically for a portion of the property known as Lot B, Block 4, Bedford Forum Addition, located at 1812 Reliance Parkway, Ste. C, Bedford, Texas, to allow for a Gun Shop, specifically allowing the sale of firearms for M.O.A. Refinishing and Repair; providing Exhibit “A” and “Exhibit B” being the text amendments to the Zoning Ordinance; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located north of State Highway 183 and west of Industrial Boulevard. (Z-246)
8. Consider an ordinance repealing Chapter 82 – “Offenses and Miscellaneous Provisions,” Article III, “Smoking,” of the City of Bedford Code of Ordinances and all other ordinances in conflict therewith and creating a new Chapter 82 – “Offenses and Miscellaneous Provisions,” Article III, “Smoking;” providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing a penalty clause; and providing an effective date.
9. Consider a resolution authorizing the City Manager to enter into a contract with Harrison Walker & Harper to replace existing flooring and vinyl cove base at Bedford Senior Center in the amount of \$29,239.
10. Consider a resolution authorizing the City Manager to enter into a contract with Harrison Walker & Harper to replace the ageing roof system at the Facility Maintenance Building in the amount of \$25,261.
11. Consider a resolution authorizing the City Manager to utilize the City of Grand Prairie’s Pavement Marking Service Contract with Stripe-A-Zone in the amount of \$78,627.48 through a Master Interlocal Cooperative Purchasing Agreement.
12. Consider a resolution authorizing the City Manager to enter into a contract with Western Enterprises Inc. for the 2014 4thFest Fireworks Program in the amount of \$29,000.
13. Consider a resolution authorizing the City Manager to enter into a lease agreement for one year with the Tri-Cities Baseball Association for the purposes of having league games and practice at both the Boys Ranch Park and the Meadowpark Athletic Complex.
14. Report on most recent meeting of the following Boards and Commissions:
  - ✓ Animal Shelter Advisory Board - Councilmember Boyter
  - ✓ Beautification Commission - Councilmember Turner

- ✓ **Community Affairs Commission - Councilmember Boyter**
- ✓ **Cultural Commission - Councilmember Nolan**
- ✓ **Library Board - Councilmember Davisson**
- ✓ **Parks & Recreation Board - Councilmember Davisson**
- ✓ **Senior Citizen Advisory Board - Councilmember Turner**
- ✓ **Teen Court Advisory Board - Councilmember Champney**

## **15. Council member reports**

## **16. City Manager/Staff Reports**

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

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

## **ADJOURNMENT**

### **CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, April 4, 2014 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

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**Michael Wells, City Secretary**

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**Date Notice Removed**

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



# Council Agenda Background

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**PRESENTER:** Jim Griffin, Mayor

**DATE:** 04/08/14

**Work Session**

**ITEM:**

Discussion regarding support of Proposition One.

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

**DISCUSSION:**

The City received a request from Patricia Ward, Director of Community Development and Housing for Tarrant County, to support Proposition One, which will appear on the ballot this November. Per the request, the Proposition is to provide new revenue to fund transportation investment by allocating a portion of revenue from current taxes on oil and gas production to the state highway fund.

If Council wishes to move forward on supporting Proposition One, a resolution to that affect will be brought for approval at the April 22 Council Meeting.

**ATTACHMENTS:**

Letter of Request  
Proposition Support Resolution  
Proposition Pledge Form

**From:** [Patricia Stewart](#)  
**To:** ["abrundrett@farmersagent.com"](#); ["robert.cluck@arlingtontx.gov"](#); ["kathryn.wilemon@arlingtontx.gov"](#); ["abrundrett@aol.com"](#); [Griffin, Jim](#); ["mayor@cityofbenbrook.com"](#); ["mayor@burlesontx.com"](#); ["kellyd@ci.colleyville.tx.us"](#); ["billy@ci.crowley.tx.us"](#); ["mayortedder@cityofdrg.net"](#); ["mayor@evgov.org"](#); ["marylibsaleh@ci.eulesstx.us"](#); ["mayor@evermantx.net"](#); ["gjoubert@foresthilltx.org"](#); ["mayor@fortworthgov.org"](#); ["danny.scarth@fortworthgov.org"](#); ["mayorronjensen@gptx.org"](#); ["vtate@grapevinetexas.gov"](#); ["mayor@haltomcitytx.com"](#); ["bgolden@haslet.org"](#); ["mayor\\_ward@att.net"](#); ["pmcgrail@cityofkeller.com"](#); ["mayor@cityofkennedale.com"](#); ["patjacob@lakesidetexas.us"](#); ["wbowen@lakeworthxcc.org"](#); ["david.cook@mansfield-tx.gov"](#); ["nrhoscar@sbcglobal.net"](#); ["tedder@redgap.com"](#); ["Mayor.Paradise@townofpantego.com"](#); ["bagan@richlandhills.com"](#); ["riveroaks@riveroakstx.com"](#); ["gbrinkley@ci.saginaw.tx.us"](#); ["jbarnettjr@sansompark.org"](#); ["jim5562@netzero.com"](#); ["mayor@ci.southlake.tx.us"](#); ["mwhite@ci.trophyclub.tx.us"](#); ["lwheat@westlake-tx.org"](#); ["s.tatum@westoverhills.us"](#); ["aveager@cityofwestworth.com"](#); [Patricia Ward](#)  
**Cc:** ["angie.summers@arlingtontx.gov"](#); ["nzenk@ci.azle.tx.us"](#); [Wells, Michael](#); ["king@cityofbenbrook.com"](#); [citysec@bluemoundtexas.us"](#); ["amccrory@burlesontx.com"](#); ["singletonc@ci.colleyville.tx.us"](#); ["awinkle@ci.crowley.tx.us"](#); ["citysecretary@evgov.org"](#); ["ksutter@eulesstx.gov"](#); ["mparks@evermantx.net"](#); ["hroberts@foresthilltx.org"](#); ["mary.kayser@fortworthgov.org"](#); ["misty.james@fortworthtexas.org"](#); ["beth.ellis@fortworthgov.org"](#); ["jeanine.ricks@fortworthgov.org"](#); ["cdimaggi@gptx.org"](#); ["pmarcum@gptx.org"](#); ["jbrown@grapevinetexas.gov"](#); ["acamacho@haltomcitytx.com"](#); ["dbuchanan@haslet.org"](#); ["rfrick@ci.hurst.tx.us"](#); ["sstephens@cityofkeller.com"](#); ["acirmo@cityofkennedale.com"](#); ["rwhiteman@lakesidetexas.us"](#); ["lindar@lakeworthx.org"](#); ["vicki.collins@mansfield-tx.gov"](#); ["msolko@nrhtx.com"](#); ["gmcnair@townofpantego.com"](#); ["secretary@cityofpelicanbay.com"](#); ["lcantu@richlandhills.com"](#); ["marvingregory@charter.net"](#); ["jengland@ci.saginaw.tx.us"](#); ["lmears@sansompark.org"](#); ["ghutson@sansompark.org"](#); ["arichardson@ci.southlake.tx.us"](#); ["sdeprater@ci.trophyclub.tx.us"](#); ["zreyes@cowtx.org"](#); ["kedwards@westlake-tx.org"](#); ["pspikes@westoverhillspd.org"](#); ["cborges@cityofwestworth.com"](#); ["amyarnold@wstx.us"](#); [Patricia Stewart](#); ["vic@trtcmobility.org"](#)  
**Subject:** Support Proposition One November 4  
**Date:** Monday, March 24, 2014 2:49:34 PM  
**Attachments:** [Prop 1 Support Resolution.doc](#)  
[Prop 1 Pledge Form.doc](#)

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**On behalf of Patricia Ward:**

Mayors,

Could you help us in building and demonstrating support for Prop One by asking your city council to adopt the attached resolution and by asking your civic and community leaders to complete the attached pledge form? We'd like organizations, companies and individuals to complete the pledge form. Both should be mailed to Scott Haywood, Move Texas Forward, 815-A Brazos #57, Austin, Texas 78701 or [scott@movetexasforward.com](mailto:scott@movetexasforward.com).

This important measure will be voted upon November 4 and will, if passed, provide much needed new revenue to fund transportation investment -- \$1.4 billion annually beginning in November 2014. It allocates a portion of the revenue from current taxes on oil and gas production to the state highway fund. It is not a tax increase.

If there is strong voter approval of the measure, it will show legislators next session that their constituents are supportive of transportation investment; alternatively if the measure fails November 4, it will be exceedingly difficult to get legislator support for allocating much needed additional revenue to fund transportation investment. Strong, demonstrated support of Prop One by community and business leaders is vital to passage of this constitutional amendment. Thanks very much for your help.

- Vic

*Vic Suhm*

*Executive Director*

*Tarrant Regional Transportation Coalition*

*817-262-7230*

*[vic@trtcmobility.org](mailto:vic@trtcmobility.org)*

*[www.trtcmobility.org](http://www.trtcmobility.org)*



**RESOLUTION IN SUPPORT OF A CONSTITUTIONAL AMENDMENT FOR  
INCREASED STATE FUNDING FOR TRANSPORTATION**

**WHEREAS** the 83<sup>rd</sup> Texas Legislature passed historic legislation proposing a constitutional amendment on the November 4, 2014 state ballot affecting the state’s roads, highways, and bridges; and

**WHEREAS** this is “A constitutional amendment to provide for the transfer of certain general revenue to the economic stabilization fund and to the state highway fund and for the dedication of the revenue transferred to the state highway fund”; and

**WHEREAS** this proposal will allow revenue transferred to the state highway fund to be used only for developing public roadways, other than toll roads; and

**WHEREAS** this would require that any funds transferred to the state highway fund be allocated by the Texas Department of Transportation consistent with existing formulas to ensure the entire state benefits from this additional funding; and

**WHEREAS** the proposed amendment will aid in maintaining the current infrastructure and will ease congestion by funding new projects for added capacity without any new or increased taxes or fees; and

**WHEREAS** a strong transportation system is fundamental to Texas’ quality of life and economic vitality, attracting new businesses and generating new jobs; and

**WHEREAS** state transportation funding over the past several years has been supplemented by bond programs and those bond



programs are now exhausted and have resulted in a significant level of debt for Texas; and

**WHEREAS** the current state budget includes approximately \$5 billion per year in construction funding and will, based on current revenue projections, drop to only \$2.5 billion the available funds for construction for the next biennium; and

**WHEREAS** according to the latest report of the 2030 Commission, approximately \$6.1 billion per year in construction funding is needed to achieve “worst possible” conditions and \$9.5 billion per year is needed to achieve “minimally competitive” conditions; and

**WHEREAS** the proposed amendment would result in an estimated \$1.4 billion per year for the state highway fund; and

**WHEREAS** while the proposed amendment would not fully fund the state’s overall transportation needs, it would be a key step toward securing critical funding for transportation projects in Texas;

**THEREFORE BE IT RESOLVED**, that the (INSERT NAME OF SUPPORTING ORGANIZATION) supports the proposed amendment to address Texas’ transportation infrastructure needs on the November 4, 2014 ballot.

ADOPTED THIS (INSERT DATE) DAY OF (INSERT MONTH) 2014 BY THE GOVERNING BODY OF THE (INSERT NAME OF SUPPORTING ORGANIZATION).

----- (INSERT NAME) 2014 (INSERT TITLE)

----- (INSERT NAME) 2014 (INSERT TITLE)





**PLEDGE OF SUPPORT FOR CONSTITUTIONAL AMENDMENT FOR  
INCREASED STATE FUNDING FOR TRANSPORTATION**

(Insert Name/Organization) support the constitutional amendment on the November 4, 2014 ballot to address Texas' transportation infrastructure needs by providing that a portion of existing oil and gas severance taxes be dedicated to the State Highway Fund.

I consent to the use of my name and/or my organization name in efforts on behalf of the proposition.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Please Return To:

**Move Texas Forward**  
815-A Brazos #57  
Austin, Texas 78701  
scott@movetexasforward.com





# Council Agenda Background

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**PRESENTER:** Jim Griffin, Mayor

**DATE:** 04/08/14

Council Recognition

**ITEM:**

Proclamation recognizing the week of April 6–12, 2014 as National Crime Victims' Rights Week.

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

**DISCUSSION:**

National Crime Victims' Rights Week began in April 1981. For over three decades, National Crime Victims' Rights Week has successfully promoted awareness of victims' rights and services, and honored countless crime victims and survivors.

During this week, crime victims and victim advocates will be honored with rallies, candlelight vigil, and commemorative events across the country. This year's theme, "New Challenges. New Solutions." reflects the increasingly complex mission of victim advocates today.

Roger Gibson, Police Chief, and Courtney Janes, Crime Victims Coordinator, will be accepting this proclamation.

**ATTACHMENTS:**

Proclamation



CITY OF  
**BEDFORD**

# Proclamation

*WHEREAS, since 1981, citizens across our state and nation have observed National Crime Victims' Rights Week to focus attention on the plight of crime victims; and*

*WHEREAS, almost 20 million Americans are victims of crime each year, and may experience physical, emotional, psychological, and financial harm as a result of such crime; and*

*WHEREAS, the continued commitment by concerned citizens and leaders in Texas, in both the public and private sectors, is needed to provide, expand, and coordinate quality services for crime victims and their families; and*

*WHEREAS, today, thousands of victim assistance programs nationwide provide help and support to child victims of violence and sexual abuse, stalking victims, survivors of homicide victims, victims of drunk-driving crashes, victims of domestic violence, sexual violence, and other crimes; and*

*WHEREAS, the nation has made significant progress in affirming and strengthening victims' rights and services. However, challenges remain to ensure that crime victims and survivors are treated with dignity and respect; and*

*WHEREAS, National Crime Victims' Rights Week provides an opportunity to renew our nation's commitment to serving all victims of crime in the United States – to help ensure their access to the help they deserve and the rights they are promised.*

*NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim the week of April 6–12, 2014, as:*

## ***National Crime Victims' Rights Week***

*and reaffirm the City of Bedford's commitment to respect and enforce crime victims' rights and address their needs during Crime Victims' Rights Week and throughout the year; and express our appreciation for those victims and crime survivors who have turned personal tragedy into a motivating force to improve our response to victims of crime and build a more just community.*

*In witness whereof, I have hereunto set my hand and  
caused the seal of the City of Bedford to be affixed this  
8<sup>th</sup> day of April, 2014.*

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# Council Agenda Background

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**PRESENTER:** Jim Griffin, Mayor

**DATE:** 04/08/14

Council Recognition

**ITEM:**

Proclamation recognizing the week of April 13–19, 2014 as National Public Safety Telecommunicators Week.

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

**DISCUSSION:**

Each year, the second full week of April is dedicated to the men and women who serve as public safety telecommunicators (dispatchers). It was first conceived by Patricia Anderson of the Contra Costa County California Sheriff's Office in 1981 and was observed only at that agency for three years. Members of the Virginia and North Carolina chapters of the Association of Public Safety Communications Officials (APCO) became involved in the mid-1980s. By the early 1990s, the national APCO organization convinced Congress of the need for a formal proclamation.

When originally introduced in Congress in 1991 the official name of the week was "National Public Safety Telecommunicators Week." In the intervening years, it has become known by several other names, including "National Public Safety Telecommunications Week" and "International Public Safety Telecommunicators Week."

Police Chief Roger Gibson and Amy James, Communications Supervisor over the Dispatch Division, will be accepting the proclamation.

**ATTACHMENTS:**

Proclamation



CITY OF  
**BEDFORD**

# Proclamation

*WHEREAS, each day, millions of Americans dial 9-1-1 for help in emergencies ranging from house fires and automobile accidents to heart attacks, burglaries and missing children. The men and women who answer these calls for help, gathering essential information and dispatching the appropriate response, can make the difference between life and death and property loss for persons in need. The City of Bedford dispatchers are among the more than 500,000 telecommunications specialists nationwide who work daily to protect and to promote public safety; and*

*WHEREAS, public safety telecommunicators are more than a calm and reassuring voice on the other end of the phone – they are knowledgeable and highly trained individuals who work closely with police, fire and medical personnel. They coordinate and manage the vital communications in areas that affect the health and safety of our citizens. Because emergencies occur around the clock, we rely on the vigilance and the preparedness of these individuals 24-hours a day, 365 days a year; and*

*WHEREAS, Public Safety Telecommunicator's Week allows us an opportunity to raise awareness about the important role telecommunicators play in protecting lives and property.*

*NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim the week of April 13-19, 2014, as:*

## **Public Safety Telecommunicator's Week**

*in honor and recognition of our municipality's Telecommunicators and the vital contributions they make to the safety and well being of our citizens.*

*In witness whereof, I have hereunto set my hand and  
caused the seal of the City of Bedford to be affixed this  
8th day of April, 2014.*

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# Council Agenda Background

**PRESENTER:** Mayor Jim Griffin

**DATE:** 04/08/14

Council Recognition

**ITEM:**

Proclamation declaring April 13 – 19, 2014 as National Library Week in the City of Bedford.

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

**DISCUSSION:**

Jeanne Green, Community Services Supervisor, will accept the National Library Week Proclamation on behalf of the Library Advisory Board and the Bedford Public Library. She will promote various activities for National Library Week including:

- Saturday, April 12 at 6:00 p.m.                      Teen Open Mic/Poetry Slam!
- Monday, April 14 at 6:30 p.m.                      Adaptive Plants for Water Conservation
- Tuesday, April 15 at 10:15 a.m.                      Library Themed Story Time
- Tuesday, April 15 at 11:00 a.m.                      Library Themed Story Time
- Wednesday, April 16 10:00 a.m. to 8:00 p.m.      Treats at the Holds Pickup window for patrons

Information is available on all Library programs at [www.bedfordlibrary.org](http://www.bedfordlibrary.org).

**ATTACHMENTS:**

Proclamation



CITY OF  
**BEDFORD**

# Proclamation

*WHEREAS, libraries help lives change in their communities, campuses and schools; and*

*WHEREAS, libraries and librarians bring together community members to enrich and shape the community and address local issues; and*

*WHEREAS, librarians are trained, tech-savvy professionals, providing technology training and access to downloadable content like e-books; and*

*WHEREAS, libraries offer programs to meet community needs, providing residents with resume writing classes, 24/7 homework help and free educational programs; and*

*WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.*

*NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim the week of April 13-19, 2014, as:*

## ***National Library Week***

*in the City of Bedford and I encourage all residents to visit the Bedford Public Library this week to take advantage of the wonderful resources that are available in our community.*

*In witness whereof, I have hereunto set my hand and  
caused the seal of the City of Bedford to be affixed this  
8th day of April, 2014.*

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JIM GRIFFIN, MAYOR  




# Council Agenda Background

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**PRESENTER:** Michael Wells, City Secretary

**DATE:** 04/08/14

**Minutes**

**ITEM:**

Consider approval of the following City Council minutes:

- a) March 25, 2014 regular meeting

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

**DISCUSSION:**

N/A

**ATTACHMENTS:**

March 25, 2014 regular meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

**The City Council of the City of Bedford, Texas, met in Work Session at 5:00 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 25th day of March, 2014 with the following members present:**

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

constituting a quorum.

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Cathy Cunningham	City Attorney
Michael Wells	City Secretary
Kelli Agan	Technical Services Manager
Cliff Blackwell	Administrative Services Director
Roger Gibson	Police Chief
Les Hawkins	Deputy Police Chief
Russell Hines	Building Official
Mirenda McQuagge-Walden	Managing Director
James Tindell	Fire Chief

### **WORK SESSION**

Mayor Griffin called the Work Session to order at 5:00 p.m.

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

Council discussed placing the following items on consent: 5, 9, 10, 11, 12, 13 and 14.

Administrative Services Director Cliff Blackwell presented information regarding Items #9, 10 and 11, which address the issuance of Series 2014 General Obligation (GO) Bonds and Series 2014 Public Property Finance Contractual Obligations (PPFCO). They are being presented to approve the sale of these obligations that were competitively bid earlier in the day. The reimbursement resolution is to safeguard the City in case it needs to spend funds prior to receiving the proceeds from the sale, which are expected to be received by the end of April. David Medanich with First Southwest stated that the City has maintained an AA rating from Standard & Poors based on a strong economy, very strong budget flexibility, adequate budget performance, very strong liquidity, and strong management conditions. Seven bids were received for the GOs with the winning bid being from Stiefel, Nicolaus & Co., Inc., and eight bids were received on the PPFCOs with the winning bid being from Citigroup. The difference in the interest rates was based on the shorter maturity of the PPFCOs. He stated that the rates are favorable compared with debt sold in the past.

Police Chief Roger Gibson presented information on Item #12. He stated that the cities of Hurst, Euless and Bedford share a Crime Victims Coordinator position funded through a three-year program. It was

decided to pursue a similar type grant for a mental health specialist position, which works closely with the Repeat Victimization Unit. For budget purposes, the need for a storefront location is being explored. Current space is limited and not conducive for working relationships, interviewing victims and MHR cases, and that many people do not want to come to the police station. Hurst has a commitment to move a storefront location to the Belair area. He stated that the State's number one focus is mental health and the County's number two priority is domestic violence. They are seeking a grant opportunity to get them into the storefront; currently, he does not have the costs for moving into a location, which has not yet been chosen. He stated that this resolution would serve as a placeholder until the additional costs are explored. The location will be along the shared Bedford and Hurst border along Pipeline Road. They would have to resubmit for the grant opportunity each year. In answer to questions from Council, he stated that success will be the key to getting the grant the following year and that they are doing something that nobody else is doing; that six to nine percent of domestic violence and mental health cases accounted for 15 to 22 percent of all victimization in those categories; and that the unit has eliminated two to three cases of repeat victimizations on both sides.

- **Staff report on Focus Area B – City Codes.**

City Manager Beverly Griffith stated that the Council's second goal is City codes and that there has been a concentration on Code Compliance and Building Inspections. She wanted to discuss the results of some initiatives and new items. In September of 2012, a planning session was held on codes that resulted in some actions, including \$86,000 being allocated for Code Enforcement and revised ordinances. The revisions included vehicle signage and parking requirements in commercial areas, trees and shrubbery having to be 14 feet above the street, and approved trash containers being screened from public view except on trash days. A work session was held in January of 2013 to discuss allocating the funding for Code Compliance, much of which was kept in place for property abatement, and the City losing the contract for third-party inspections of multi-family properties. In May of 2013, there was a reorganization whereby Code Compliance was moved under the Police Department and Building Inspections was moved under the Fire Department. In July, a Police Corporal was made the supervisor of Code and the previous supervisor was moved to Building Inspections. A current Public Services Officer was re-classified to a Code Officer and a Code Compliance Technician position was created, who performs administrative functions. There was staff turnover unrelated to the changes and two new employees have been hired. Code has been provided with cell phones to be able to communicate with the office and ruggedized tablets to do reporting in the field. Procedural changes include redrawing their districts into four to minimize crossing the highways and combining the commercial areas into a single district. Code's involvement in the Police Department's Neighborhood Revitalization Program has been re-implemented with the assignment of two officers. The protocol for granting extension periods was changed in that supervisory approval is needed for extensions beyond 30 days. The Code Technician has taken the record keeping off of the officers, pulls out any issues that need to be followed-up on and disperses them to the officers, as well as handles letters and administrative duties. Letters to homeowners have also been standardized. In October of 2013, systems were put in place to track information and improve follow-up. It was discovered that staff spends nearly half their time on follow-ups. Other changes include notification procedures for repeat violators, more proactively addressing high grass and weeds in vacant lots, extending the work-day schedule during summer hours, enhancement of notice of violation forms, pool procedures including handling multiple offenses and partnering with Public Works to treat for mosquitoes, and removing the 50 percent standard for high grass and weeds.

Deputy Police Chief Les Hawkins updated Council on several current efforts. On Murphy Drive, several properties were given notice of violations, several of which have come into compliance. Staff had to get an administrative warrant to inspect one owner's property. At the Linbrook Apartments on 531 Bedford Road, joint inspections were held with Building Inspections and the Fire Department, and management was put on notice for numerous violations. The property has been doing well after rechecks but more issues had to be addressed and the process is on-going. For the Shady Brook Apartments, a joint inspection was done in February and there were 31 violations, mostly for trash and debris. Moving forward, Code will join Building Inspections when addressing issues. For 344 Patricia Lane, the house burned down, the owner was in a nursing home, and the children did not want to deal with the issue. Staff spoke with 6Stones, who cleaned up the property, and has a contract to purchase it. For 533 Bedford Road, estimates were received for clearing the debris, there has been environmental testing,

and the owner has been notified to clean the property. For 3737 Cummings, there is an agreement with the property owner from 2007 about the number of vehicles maintained on the property. The property was recently sold to Daystar, who has entered into a lease agreement with the resident. Notices have been sent regarding dilapidated structures, the number of vehicles, and trash and debris. For 608 Annette, the property owner has been issued five citations and was put on probation for 90 days. Code continues to do check the property and the owner is still in violation. When the owner went back to court, they were given a court date in June. He discussed an issue where a trailer parked on the street was impounded for a second time.

There was discussion on why before and after pictures were not included in the presentation. In answer to questions from Council, Building Official Russell Hines stated that the Linbrook Apartments were inspected on June 20, and there were approximately 123 violations. They went out 30 days later and issued 13 citations. There was discussion on the procedures for this type of incident and on the new ownership. Mr. Hines stated that the Shady Wood Apartments were inspected last week and was not as bad as the Linbrook Apartments. There was discussion on having real quantifiable results regarding multi-family properties, and having information on when they were last inspected and how many violations they received. Mr. Hines stated that a demolition permit has been obtained for the dilapidated barn at 3737 Cummings. There was discussion on the costs associated with Code; what the City is able to do as far as citations and the likelihood of remuneration for expenses; and maximum fine limits. Deputy Chief Hawkins stated that staff tries to meet with the prosecutor regarding multiple offenses; and that if the City has to mow a property, a bill is sent to the owner and, if not paid, a lien is put on the property; and that Patrol Officers have let Code know about violations. He stated that in regards to Murphy Drive, the property owners were given 14-day notices and about half have come into compliance; that they are going out every two weeks and will do checks until they come into compliance; that the Court has given guidelines for Code to stop at three citations before trying the case; and that there has been discussion regarding an abatement process.

In answer to questions from Council regarding 3737 Cummings, Mr. Hines stated that he did not know how often the property had been inspected; that staff had kept an eye on the property and go out a couple of times a year and would have to remove some vehicles. There was discussion that the agreement between the Council and the property owner was based on the total number of vehicles; that another property had similar issues but was not given special consideration; and that there was no discussion on where the vehicles would go. In answer to further questions from Council, Deputy Chief Hawkins stated that in speaking with the Euless Police Department, they experienced the same issues when they took over Code; that for a lot of properties, it became the norm to remain in a certain condition; that there is a need to follow-up on properties that were given a notice of violation; that once a citation is issued, they normally get compliance; that there are cases where a repeat offender does not have the resources or capability to comply; and that they have worked with a group in Hurst to assist with some of these issues. There was discussion on a return-on-investment report for getting properties into compliance; that the agreement on 3737 Cummings was a signed agreement approved by the Council, that it goes with the property, and that it is specific to 11 recreational vehicles and 4 boats; that these Code offenses are fine-only but that increased punishment can be asked for; and that a lien can be put on a property with repeat violations. Ms. Griffith stated that there is a foreclosure suit on 533 Bedford Road for delinquent taxes and that asbestos testing is being performed by the City.

Ms. Griffith stated that the third-party inspector for multi-family cancelled their contract. Staff is halfway through inspecting multi-family for the year. The City has five registered group homes, and monthly checks are performed for code issues and logs have been created. There was a fence repair needed at one of the properties. Research was done with the City Attorney regarding expediting the cleanup of 533 Bedford Road, and there have been discussions regarding the Building and Standards Commission playing a greater role in property abatement. 17 apartment complexes have been inspected to date. In February of 2014, a Joint Inspection Services Committee was formed to coordinate responses to larger issues. They have met twice and have a long list of items to follow-up on. The first meeting with apartment complex managers was held the previous week to educate them on City codes and ordinances. There were presentations on the RVU, RAIDS Online, and a proposal for a crime-free multi-housing program. In regards to results, the number of the 25 most common call types increased from 4,163 in June of 2012 through February of 2013, to 4,582 in June of 2013 through February of 2014, or 10 percent. In major areas such as high grass, trees and bushes, nuisances and fences, that number

increased from 1,369 to 2,514, or almost 84 percent.

Fire Chief James Tindell stated that during the course of fire inspections, there were businesses in drastic need of improvement and two were shut down for safety reasons; they ultimately reopened in better condition. There were a lot of massage businesses in the City that were shut down based on zoning. Building inspectors are being cross-trained to do fire inspections and fire inspectors are being cross-trained to do building and apartment inspections to increase efficiency. Ms. Griffith stated that there is a code compliance module with the City's new software; that the Building and Standards Commission could be utilized more to manage substandard structures; that research is being done on possible ordinance amendments including parking and solicitors and handbills. Further, they are looking for a third-party assessment of the efficiency and effectiveness of Code Compliance and Building Inspections; that they would come back with recommendations for improvements, as well as look at the best practices in other cities; and will look at specific performance criteria and goals that can be documented and tracked.

In answer to questions from Council, it was stated that none of the apartment complexes with issues were in attendance at the apartment managers meeting; that there are not a lot of third-party multi-family inspectors in the area, that they are expensive, and that \$17,500 had been budgeted for that service; that a full-time employee has been moved into Building Inspections and there is cross-training being designed to assist with the work load; that multi-family inspections is a full-time job; that the call types mentioned during the results discussion are inclusive; and that an additional inspector is being addressed for the next budget year.

Mayor Griffin adjourned the Work Session at 6:43 p.m.

### **EXECUTIVE SESSION**

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

- a) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation regarding 533 Bedford Road.**
- b) Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – Restaurants with alcohol sales in violation of Section 10.06 “Annual reporting requirements for authorized restaurants with alcohol sales” of the City of Bedford’s Code of Ordinances.**

Council convened into Executive Session pursuant to Texas Government Code Section 551.071, consultation with City Attorney regarding pending or contemplated litigation regarding 533 Bedford Road and Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – Restaurants with alcohol sales in violation of Section 10.06 “Annual reporting requirements for authorized restaurants with alcohol sales” of the City of Bedford’s Code of Ordinances at 8:47p.m.

Council reconvened from Executive Session at approximately 9:01 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 6:54 p.m.

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

Mayor Griffin called the meeting to order.

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

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

## **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was given.

## **OPEN FORUM**

Nobody chose to speak during Open Forum.

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

Motioned by Councilmember Boyter, seconded by Councilmember Davisson, to approve the following items by consent: 5, 9, 11, 12, 13 and 14.

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

## **COUNCIL RECOGNITION**

### **1. Employee Service Awards**

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

Lasedric Johnson, Police Department - 5 years of service  
James Copley, Fire Department -10 years of service  
Jack Ventrca, Fire Department - 10 years of service  
Michelle Wilson, Police Department - 25 years of service

### **2. Proclamation declaring April 2014 as Child Abuse Prevention Month in the City of Bedford.**

Mayor Griffin read a proclamation declaring April 2014 as Child Abuse Prevention Month in the City of Bedford. Lindsey Dula, Director of Program Services with Alliance for Children, was present to accept the proclamation.

### **3. Proclamation recognizing the Police Department's Repeat Victimization Unit.**

Mayor Griffin read a proclamation presented by the Texas State Senate to the Police Department recognizing the Repeat Victimization Unit. Police Chief Roger Gibson, and Corporal Shane Bean, Officer Monique Hall and Officer Onay Nunez of the Unit, were present to accept copies of the proclamation.

### **4. Presentation of a letter of recognition from the Greater Fort Worth Chapter of the American Council of the Blind.**

President Ginger Kraft, Treasurer Sheila Derrick, Program Director Jean Russell, and Chapter member Edgar Henderson, from the Greater Fort Worth Chapter of the American Council of the Blind presented the Council a letter of recognition for the City's support of the blind and visually impaired. Rebecca McDougal of the Department of Assistive and Rehabilitation Services was also present.

## **APPROVAL OF THE MINUTES**

### **5. Consider approval of the following City Council minutes:**

- a) **March 3, 2014 board and commission work session**
- b) **March 3, 2014 joint Planning and Zoning Commission work session**
- c) **March 11, 2014 regular meeting**

This item was approved by consent.

## **PERSONS TO BE HEARD**

6. **The following individuals have requested to speak to the Council tonight under Persons to be Heard.**
  - a) **Jessica Feldt, 2124 Shady Grove Drive, Bedford, Texas 76021 – Requested to speak to Council regarding Ordinance No. 12-3039 Section 54-70 and requests that the Council allow/approve property owners to use reusable containers to store trash and also to dispose of trash from their property.**

Ms. Feldt was unable to attend the meeting.

- b) **Kevin King, 1717 Arbor Mill Circle, Bedford, Texas 76021 – Requested to speak to Council regarding the US Constitution.**

Kevin King, 1717 Arbor Circle, Bedford – Mr. King stated that he had purposefully decided to stay out of politics by ignoring it and realized that this was a mistake. He stated that the government has too much impact in peoples' lives and cited the Affordable Care Act as an example. He did not realize that every elected official and public safety officer says an oath to defend the Constitution. He stated that taking an oath is a serious thing, asked if elected officials take that oath seriously, and stated that the Constitution is difficult to defend if it has not been read in awhile. He discussed language in the Constitution regarding establishing justice, ensuring domestic tranquility, providing for the common defense, and promoting the general welfare, and stated that the same powerful words are found in the Pledge of Allegiance and the Star Spangled Banner. He discussed language in the Declaration of Independence and the terms liberty and justice for all; life, liberty and the pursuit of happiness; tranquility; the general welfare; and liberty. He discussed the national level influencing the local level. He discussed the freedom of the press and overseers being put into press rooms. He further discussed the Second and Fourth Amendments; Edward Snowden; the definition of bravery and what would have happened to the signers of the Declaration if the British had won; that he wants to be brave and speak out; and that it is time for Americans to speak out and see that the government is overstepping its bounds. He discussed comments from State Senator Wendy Davis saying that politics is war, that in modern war most of the casualties are civilians, and that if politicians are at war, then the citizens are the casualties. He stated that the Council took an oath to defend the Constitution and that he hopes they take that oath seriously.

## **OLD BUSINESS**

7. **Consider a resolution authorizing the City Manager to enter into a Marketing License Agreement with Utility Service Partners (d/b/a Service Line Warranties of America) for the National League of Cities (NLC) Service Line Warranty Program.**

Deputy City Manager David Miller presented information regarding this resolution. He stated that the City was approached by Utility Service Partners for a program to provide residents with insurance coverage for water and sewer pipes that run from the City's taps to the resident's house. Council asked staff to provide information on the RFQ process that the NCTCOG had gone through and the endorsements by the NLC. They also asked to be provided with sample letters and he stated that if Council decides to move forward, that the letter could be edited with whatever form or verbiage the Council chooses. In answer to questions from Council, Mr. Miller stated that the company would obtain the City's water connection list and mail out based on that; and that he does not know how each individual homeowner's association handles the lines leading from the City's tap to the residence. There was discussion that Utility Service Partners is an insurance company providing insurance to homeowners for a monthly fee to provide coverage on water and sewer pipe issues between the taps and where they enter a house; that should a problem develop, the company pays the residents up to \$4,000 to cover the event; that the City does not pay for those types of issues; that the program is entirely voluntary; that the City is being asked to provide a letter of endorsement; that the marketing agreement states that for every citizen that signs up, the City would receive \$0.50 per policy on a monthly basis and that those fees would be set aside to whatever fund the Council decides.

In answer to questions from Council, Brian Davis with Utility Service Partners stated that the company's primary offices are in Pennsylvania; that other organizations offer this service in the City but are not

endorsed by the City; that the company only offers the two products if they receive an endorsement by the City; that in their actuarial model, they would have enough homes enrolled with the City behind them to make an impact in the community, not deny claims and keep prices low; that they are a for-profit company; that their average rate in North Texas is \$5.50 for water and \$7.00 for sewer; that cities with over 100,000 households receive license fees; that NCTCOG interviewed several services and had a formal RFQ process with selection criteria; that the RFQ provides the opportunity for cities to piggyback off of the agreement; that the City would be giving the rights to its logo to send letters to households; and that two letters are sent during each campaign in the spring and fall. In answer to a question from Council, Ms. Griffith stated that the City has turned down other service companies. In answer to further questions from Council, Mr. Davis stated that they would deny claims if a resident is delinquent in payments or if the problem is internal and not on the lateral lines. There was discussion on the company having a three-year exclusive use of the City's logo; having an awareness campaign without the use of the City's logo; the City serving in more of an educational role; and supporting a program that has already been vetted. In answer to questions from Council, Mr. Davis stated that when a call is received, they ask if the resident has a preferred plumber and will dispatch them if they are in the network; that they try and get all the plumbers in the City; that they have a department that locates plumbers in the City and makes sure they are licensed, have the proper equipment and are in good standing with the Better Business Bureau; that they like to work with small, minority-owned companies; and that they have been turned down by cities. Mr. Miller stated that a draft of the agreement with a 90-day out clause has been sent to the company. There was discussion on using the sample letter sent to Lewisville; and eliminating the \$0.50 per resident fee. In answer to questions from Council, Mr. Davis stated that the company is licensed by the State Real Estate Commission and that they have a several hundred thousand dollar bond.

Motioned by Councilmember Brown, seconded by Councilmember Boyter, to deny a resolution authorizing the City Manager to enter into a Marketing License Agreement with Utility Service Partners (d/b/a Service Line Warranties of America) for the National League of Cities (NLC) Service Line Warranty Program.

Motion approved 4-3-0. Mayor Griffin declared the motion carried.

Voting in favor of the motion: Councilmember Boyter, Councilmember Nolan, Councilmember Turner and Councilmember Brown.

Voting in opposition to the motion: Mayor Griffin, Councilmember Davisson and Councilmember Champney.

## **NEW BUSINESS**

- 8. Consider an ordinance amending Chapter 22. "Building and Building Regulations", Article XIII. "Fences", Section 22-554. "Definitions", Section 22-555. "Construction Permit Required", Section 22-557. "Height and Construction Requirements" and Section 22-558. "Maintenance", of the City of Bedford Code of Ordinances; providing a savings clause; providing a severability clause; and providing an effective date.**

Mr. Miller presented information regarding this ordinance, which to clarify the requirements for the construction of fences. It changes the definition of thoroughfare to mean any public street and if a resident has a masonry wall or pillar that faces a thoroughfare and it becomes dilapidated, it has to be replaced with a masonry product likewise or similar to what is there. It makes the requirement for repairs stricter to ensure repairs to each elevation match what is being put up. Currently, the ordinance states that if 50 percent or greater of the fence has to be replaced, then the whole fence has to be replaced. This is being changed to 25 percent of each elevation. Further, should a wooden fence face a thoroughfare, then the smooth side must face the thoroughfare and the posts must be on the interior. In regards to trails, the ordinance includes language regarding utility easements that are greater than 50 feet or open up to public areas, and that the smooth side must face that direction as well. Further, a situation was found where a fence was constructed in a manner whereby four foot spaces were left between panels; therefore language was added that when a fence is repaired or replaced that it has to be a continuous barrier.

There was discussion on changing Item 4 in Section 22-558 so that if the owner wants to appeal, they go to the Zoning Board of Adjustment or the Building and Standards Commission; that the issue is not governed by the Zoning Ordinance; the possibility of combining the ZBA and the Building and Standards Commission; and adding a requirement that the top of the fence have a border or a slat so there would not be picket fences and different variations. In answer to questions from Council, Mr. Miller stated that political signs were not included in the ban on murals and advertisements. Council did not reach a consensus on requiring a cap on fences. Council was of the consensus to change Section 22-558 for appeals to go to the Building and Standards Commission.

Motioned by Councilmember Nolan, seconded by Councilmember Turner, to approve an ordinance amending Chapter 22. "Building and Building Regulations", Article XIII. "Fences", Section 22-554. "Definitions", Section 22-555. "Construction Permit Required", Section 22-557. "Height and Construction Requirements" and Section 22-558, with the exception that the appeal process be to the Building and Standards Commission, "Maintenance", of the City of Bedford Code of Ordinances; providing a savings clause; providing a severability clause; and providing an effective date.

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

**9. Consider approval of an ordinance and all matters incident and related to the issuance and sale of \$3,200,000 "City of Bedford, Texas General Obligation Bonds, Series 2014," dated March 25, 2014.**

This item was approved by consent.

**10. Consider approval of an ordinance and all matters incident and related to the issuance and sale of \$2,300,000 "City of Bedford, Texas Public Property Finance Contractual Obligations, Series 2014," dated March 25, 2014.**

Motioned by Councilmember Davisson, seconded by Councilmember Turner, to approve an ordinance and all matters incident and related to the issuance and sale of \$2,300,000 "City of Bedford, Texas Public Property Finance Contractual Obligations, Series 2014," dated March 25, 2014.

Motion approved 5-2-0. Mayor Griffin declared the motion carried.

Voting in favor of the motion: Mayor Griffin, Councilmember Davisson, Councilmember Champney, Councilmember Turner and Councilmember Brown.

Voting in opposition to the motion: Councilmember Boyter and Councilmember Nolan.

**11. Consider a resolution declaring expectation to reimburse expenditures with proceeds of future debt.**

This item was approved by consent.

**12. Consider a resolution of the City Council of Bedford, Texas, authorizing the submission of the grant application for a Repeat Victimization Unit storefront to the Office of the Governor, Criminal Justice Division.**

This item was approved by consent.

**13. Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the City of Fort Worth for the 2013 Byrne Justice Assistance Grant (JAG) Formula Program Award.**

This item was approved by consent.

**14. Consider a resolution naming the Fort Worth Star-Telegram the official newspaper of the City of Bedford and entering into an advertising contract with the Fort Worth Star-Telegram for the term of one year.**

This item was approved by consent.

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

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

Councilmember Boyter encouraged everybody to look forward to the Pet Fair on April 12 at the Animal Shelter.

✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner stated that the Commission is hard at work on the Clean Up Bedford/Chunk Your Junk Day scheduled for Saturday from 8:00 a.m. to 12:00 p.m. at Meadow Park.

✓ **Community Affairs Commission - Councilmember Boyter**

No report was given.

✓ **Cultural Commission - Councilmember Nolan**

Councilmember Nolan stated that the Commission will be coming back to the Council in the near future.

✓ **Library Board - Councilmember Davisson**

No report was given.

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

No report was given.

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

Councilmember Turner reported that the Board will next meet in April.

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

Councilmember Champney reported that the Teen Court Banquet is on April 3, the same night as the first of the Masterworks Series outside of the Old Bedford School.

**16. Council member reports**

Councilmember Davisson reported that the Friends of the Library book sale is this week from 5:00 p.m. to 8:00 p.m. on Thursday, from 10:00 a.m. to 4:00 p.m. on Friday and Saturday, and from 1:00 p.m. to 3:00 p.m. on Sunday.

Councilmember Champney reported that he and Councilmember Nolan attended the awards ceremony sponsored by the Arts Council Northeast who dispensed \$40,000 in awards to artists in the community.

Mayor Griffin reported that CPR will be held on April 4 and 5 and that there are five homes in Bedford.

**17. City Manager/Staff Reports**

Ms. Griffith reported that the Pet Fair will be April 12 from 10:00 a.m. to 2:00 p.m. at that Animal Shelter. It is a free event with service dog demonstrations, local veterinarians to answer questions, and pets waiting on new homes.

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

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

**ADJOURNMENT**

Mayor Griffin adjourned the meeting at 9:01 p.m.

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Jim Griffin, Mayor

ATTEST:

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Michael Wells, City Secretary



# Council Agenda Background

**PRESENTER:** See below

**DATE:** 04/0814

Persons to be Heard

**ITEM:**

- a) Jessica Feldt, 2124 Shady Grove Drive, Bedford, Texas 76021 – Requested to speak to the Council regarding Ordinance No. 12-3039 Section 54-70 and requests that the Council allow/approve property owners to use reusable containers to store trash and also to dispose of trash from their property.
- b) Joyce Johnson, 1701 Brookhaven Circle, Bedford, Texas 76022 – Requested to speak to Council regarding difficulties with disputing a traffic ticket and problems getting open records fulfilled and problems with what is in the Court Docket at bench trial and driving record matters and all related matters and effects on her reputation.

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

**DISCUSSION:**

N/A

**ATTACHMENTS:**

Letters of Request

**From:** Jessica Feldt [REDACTED]  
**Sent:** Thursday, March 13, 2014 2:05 PM  
**To:** Wells, Michael  
**Subject:** request to speak at the 03/25 board meeting.

Mr. Wells,

Per my phone call I would like to be put on the agenda to speak at the 03/25 city council meeting

My name is Jessica Feldt

My address is 2124 Shady Grove Dr. Bedford TX 76021

The reason I would like to speak is in regarding to Ord. No. 12-3039 section 54-70. I would like to request the council to allow/approve property owners to use reusable containers to store trash and also to dispose of trash from their property.

This suggestion has a positive impact on our environment, and would aid home owners in comply with the city code above.

Thank you,  
Jessica Feldt  
Home owner

3/21/14

I would like to be a Person to Be Heard  
at the April 8, 2014 City Council Meeting  
about difficulties with disputing  
a traffic ticket and problems  
getting open records fulfilled  
and problems with what is in the  
Court Jacket at bench trial; and  
driving record matters; and all related  
matters, and effect on my reputation.

Jay E. Johnson  
1701 Brookhaven Cir.,  
Bedford TX 76022  
682-208-4925

Rec'd 2:42pm  
3/21/14  
Kp.



# Council Agenda Background

**PRESENTER:** Jacquelyn Reyff, Planning Manager

**DATE:** 04/08/14

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

**ITEM:**

Public hearing and consider an ordinance to rezone the property known as Lot 8, Block 1, Airport Freeway Center Addition, located at 201 Bedford Road, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/New and Used Cars and Truck Sales and Service, specifically for a Specific Use Permit to allow for used car sales for Karnext, Inc.; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located north of Bedford Road and west of Brown Trail. (Z-244)

**City Attorney Review:** Yes

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

**DISCUSSION:**

The property located at 201 Bedford Road currently has a tenant operating as an automotive repair shop and would like to obtain a Specific Use Permit to allow for used automobile sales.

The minimum specific use permit conditions for New and Used Cars and Trucks Sales and Service are as follows:

- Such incidental parts, maintenance, and repair facilities shall be completely located within an enclosed building.
- Must be used only for the display and sale of automobiles that are in condition to be driven on or off the lot.
- A used-car lot shall not be used for the storage of wrecked automobiles, the dismantling of automobiles, or the storage of automobile parts.
- All vehicles being stored for repair shall be screened from all public rights-of-way.

The property is zoned H, Heavy Commercial. The Heavy Commercial Zoning District is established to provide for development of retail and commercial uses, including higher intensity commercial uses. The use of automobile sales is a permitted use within the H Zoning District when it has completed the Specific Use process.

The name of the business is Karnext and per information given, the business plans to use the existing shop and property for auto repair and auto sales. There will be no physical changes to the site. The current repair shop employs three people. Their business model includes buying disabled vehicles from auctions, repairing, and then selling them.

The existing landscaping is from a previous development and does not have to be brought into compliance with the Zoning Ordinance if it were shown to be deficient per Section 5.6.J. Therefore, the site is sufficiently landscaped for the proposed use.

Parking remains from the previous development of the site which has 10 parking spaces and one handicapped parking space and therefore, the parking is in compliance for the proposed use per Section 5.2.A.(3) of the City of Bedford Zoning Ordinance.

The Comprehensive Plan indicates the location of 201 Bedford Road to be commercial. Therefore, the proposed use of New and Used Cars and Truck Sales and Service with an SUP at this location

would not conflict with the Comprehensive Plan.

The Planning and Zoning Commission recommended denial of Case Z-245 with a 5-2-0 vote during the March 13, 2014 meeting. Since this case was recommended for denial, a super-majority vote of the City Council would be required for approval.

**RECOMMENDATION:**

If the Council decides to follow the recommendation of the Planning and Zoning Commission, the following motion is suggested:

Denial of an ordinance to rezone the property known as Lot 8, Block 1, Airport Freeway Center Addition, located at 201 Bedford Road, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/New and Used Cars and Truck Sales and Service, specifically for a Specific Use Permit to allow for used car sales for Karnext, Inc.; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located north of Bedford Road and west of Brown Trail. (Z-244)

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Ordinance  
Exhibit "A" - Site Plan  
200' Buffer Map  
Application  
Applicant's Narrative  
Minutes  
Star Telegram Publication  
Letters of Opposition

**ORDINANCE NO. 14-**

**AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS LOT 8, BLOCK 1, AIRPORT FREEWAY CENTER ADDITION, LOCATED AT 201 BEDFORD ROAD, BEDFORD, TEXAS, FROM HEAVY COMMERCIAL TO HEAVY COMMERCIAL/SPECIFIC USE PERMIT/NEW AND USED CARS AND TRUCK SALES AND SERVICE, SPECIFICALLY FOR A SPECIFIC USE PERMIT TO ALLOW FOR USED CAR SALES FOR KARNEXT, INC.; DECLARING THAT THIS ORDINANCE BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY CLAUSE; AND DECLARING AN EFFECTIVE DATE. THE PROPERTY IS GENERALLY LOCATED NORTH OF BEDFORD ROAD AND WEST OF BROWN TRAIL. (Z-244)**

**WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Comprehensive Zoning Ordinance be rezoned for a portion of the property known as Lot 8, Block 1, Airport Freeway Center Addition, located at 201 Bedford Road, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/new and used cars and truck sales and service, specifically to allow for used car sales for Karnext, Inc. The property is generally located north of Bedford Road and west of Brown Trail. (Z-244)**

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

**SECTION 1. That the finding above is found to be true and correct, and is incorporated herein.**

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

**The property known as Lot 8, Block 1, Airport Freeway Center Addition, and located at 201 Bedford Road, Bedford, Texas, shall be shown as approved by this ordinance.**

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

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

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

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

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

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

PRESENTED AND PASSED this 8th day of April 2014, by a vote of \_\_\_ ayes, \_\_\_ nays, and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

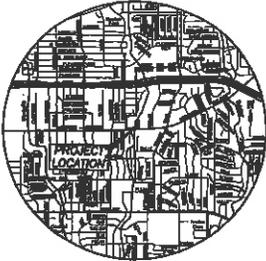
\_\_\_\_\_  
Jim Griffin, Mayor

ATTEST:

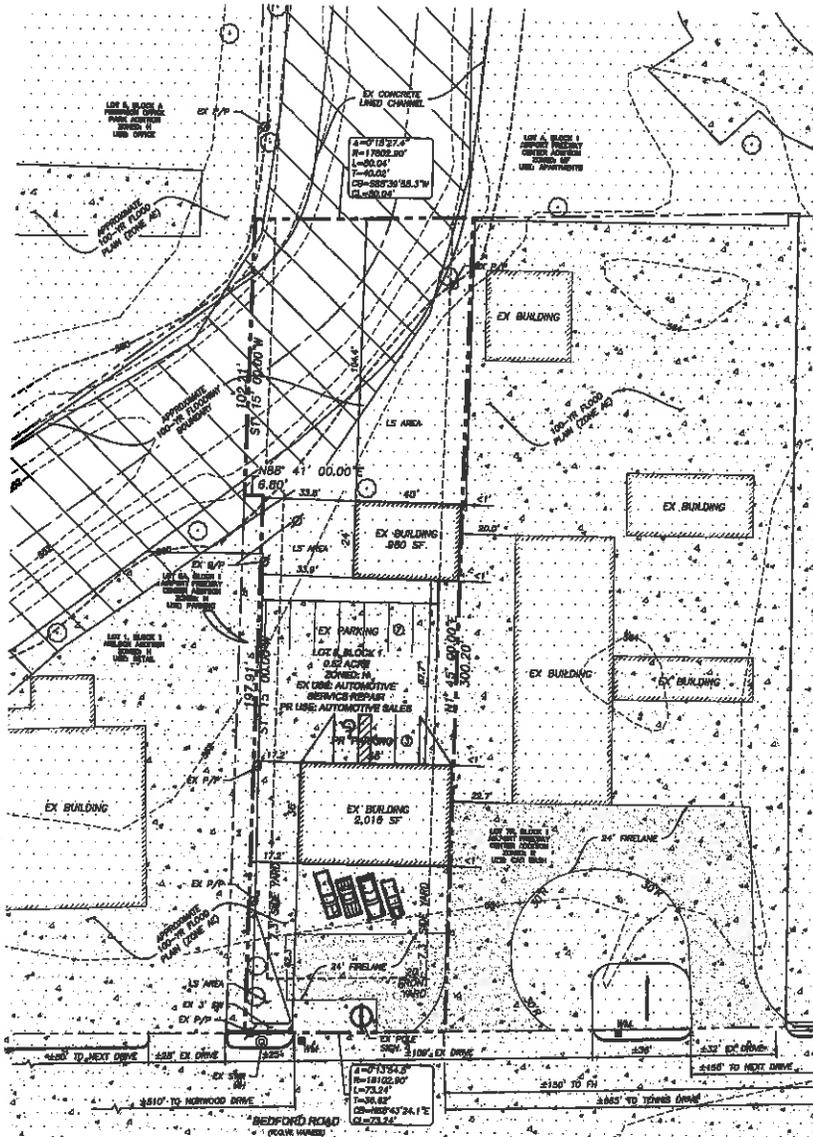
\_\_\_\_\_  
Michael Wells, City Secretary

APPROVED AS TO FORM:

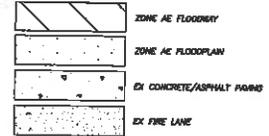
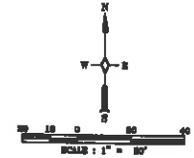
\_\_\_\_\_  
Stan Lowry, City Attorney



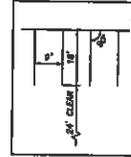
VICINITY MAP  
1" = 2,500'



EXISTING BUILDING, SOUTH AND EAST ELEVATION (LOOKING NORTHWEST)



- NOTES:
1. SIDE WINDS CALCULATED AS 10% OF LOT WIDTH 72' X 102' = 7.2'
  2. 100-FR FLOODPLAIN BOUNDARIES ARE APPROXIMATE AND BASED ON MAP NUMBER 4543400000X REVISED SEPTEMBER 23, 2009
  3. TOPOGRAPHIC CONTOURS ARE FROM NCTCOO AT 2' INTERVALS



TYPICAL PARKING SPACE DIMENSIONS

**Z-244**

**City of Bedford Texas**  
Development Department  
Planning and Zoning  
07-28-14A10:27 RCVD  
**RECEIVED**

**SITE DATA TABLE - LOT 8, BLOCK 1**

<b>GENERAL SITE DATA</b>	H (HEAVY COMMERCIAL)
EX LAND USE	AUTOMOBILE SERVICE
PR LAND USE	AUTOMOBILE SALES
LOT AREA	22,858 SF (0.52 ACRES)
EX BUILDING FOOTPRINT AREA	2,016 SF (BLDG 1) / 840 SF (BLDG 2)
EX TOTAL BUILDING AREA	2,876 SF
PR TOTAL BUILDING AREA	2,876 SF (NO INCREASE)
BUILDING HEIGHT	1 STORY
LOT COVERAGE	37.5%
FLOOR AREA RATIO	0.13 / 1

<b>PARKING</b>	1 SPACE PER 300 SF
REQUIRED PARKING	2876 / 300 = 10 SPACES
PROVIDED PARKING	16 SPACES
ACCESSIBLE PARKING REQ'D	1 SPACE
ACCESSIBLE PARKING PROVIDED	1 SPACE

<b>LANDSCAPE AREA</b>	205 X 22,650 = 4,532 SF
PROVIDED AREA	4,428 SF (24%)

**OWNER**  
SACAL SAAD  
4224 SAINT ANDREWS BLVD.  
IRVING, TX 75038

**APPLICANT**  
MARINEK, INC.  
201 BEDFORD ROAD  
BEDFORD, TX 76022  
CONTACT: MOHAMED KALM  
PHONE: (817) 480-1880  
FAX: (862) 238-1125

**ENGINEER**  
COBB FENDLEY & ASSOCIATES, INC.  
8801 GAYLORD PKWY, SUITE 302  
FRISCO, TX 75034  
CONTACT: JASON P. FOGLE, P.E.  
PHONE: (872) 335-3214  
FAX: (972) 335-3202

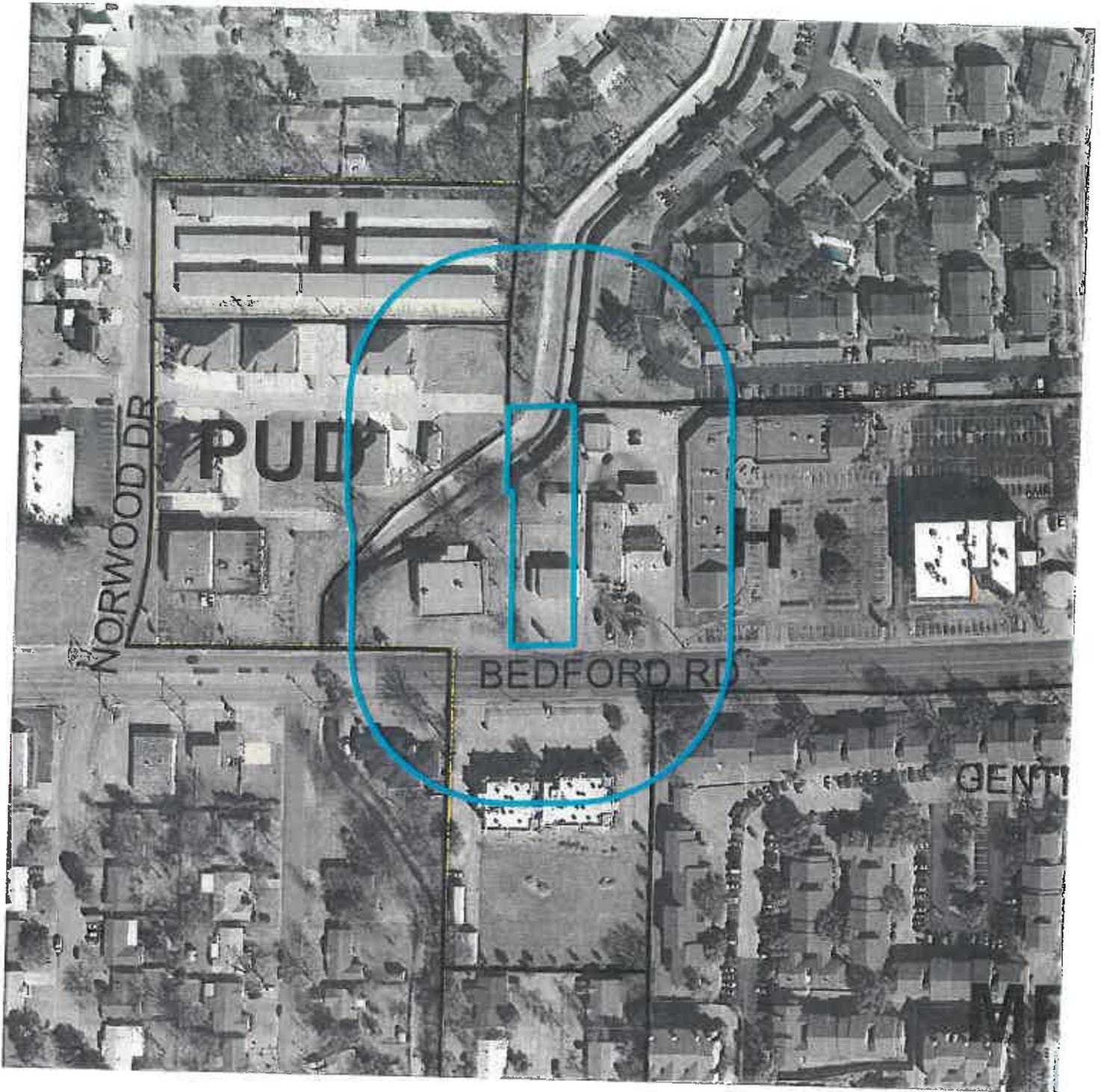
**SITE PLAN**  
OF  
**THE AIRPORT FREEMWAY CENTER ADDITION**  
LOT 8, BLOCK 1 - 0.52 ACRE  
201 BEDFORD ROAD  
AND  
SITUATED IN THE  
W. W. WALLACE SURVEY, ABSTRACT 1807  
CITY OF BEDFORD,  
TARRANT COUNTY, TEXAS

PREPARED: JANUARY 20, 2014  
REVISED: JANUARY 27, 2014

**CobbFendley**  
Texas Firm Registration No. 274  
12915 Firm Registration No. 100467  
4444 W. Loop West, Suite 302  
Frisco, Texas 75034  
972.335.3214 / Fax: 972.335.3202 / www.cobb-fendley.com

**AIRPORT FREEMWAY CENTER ADDITION**  
**LOT 8, BLOCK 1**  
**SITE PLAN**

DATE	BY	APP'D
01/20/2014	J.P.F.	J.P.F.
DATE	BY	APP'D
01/27/2014	J.P.F.	J.P.F.



## City of Bedford, Texas

Hearing Date: 03-13-14 Z-244

Address: 000201 BEDFORD RD  
Addition: AIRPORT FREEWAY CENTER  
Bedford, TX 76021

SUBNUM: BLOCK: 1 LOT: 8



-  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.

Z-244

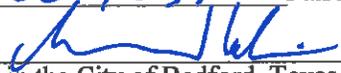
City of Bedford  
Specific Use Permit Application

12-23-13A09:12 RCVD Date 12/23/2013

Applicant Name (Print): MOHAMED KALIM (\*Signature): 

Address: 201 BEDFORD Rd BEDFORD TX 76022

Telephone number: (214) 766-1051 Fax number: (682) 238-1125

I, the undersigned owner, or  (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 / new/d used cars/ Truck sale/service

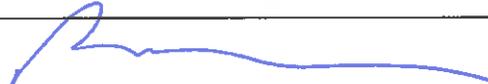
as provided in the City of Bedford Zoning Ordinance. I hereby certify that there are no existing dwellings or other buildings located on the property which would not conform to the construction standards, of the zoning classification being proposed, except as provided in Section 2.3, Nonconforming Lots,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

Legal Description: Lot 0 Block 1 Addition AIRPORT FREEWAY  
Tract Abstract Survey to the City of Bedford, Texas.

Street Address 201 Bedford Rd. Bedford TX 76022

\*\*Indicate by checking the appropriate box if this application is for a Community Home  or Group Home  \*\*

Fee: (\$205.00 plus \$205.00 per acre over one.) \$205.00 + \$205.00 x \_\_\_\_\_ = \_\_\_\_\_  
Payable by cash, Visa, MasterCard, or check made out to the City of Bedford. (# of acres) (total fee)

Property Owner (if not applicant): (\*Signature) 

(Print name) Basel Saad / Tony Saad

(Company name)

(Street Address, City, State & Zip Code) 4224 Saint Andrews Blvd / Irving TX

(Telephone number) 214 315 7978 (FAX number) 214 739 3583

Land Planner/Engineer/Surveyor: (\*Signature)

(Print Name)

(Company Name)

(Street Address, City, State & Zip Code,)

\*I have read the completed application and know the same is true and correct and hereby agree that if a permit is issued all provisions of the City Ordinances and State Laws will be complied with whether herein specified or not. I agree to comply with all property restrictions. I am the owner of the property or the duly authorized agent.

\*Submittal of false information or omission as required by this application may result in any permit, license, or approval being revoked.

(Signature)

**Att: City of Bedford – Planning & Zoning Dept**  
**Ref: Special Use Permit (auto sales)**

**Z-244**

Date: 12/23/2013

12-23-13A09:13 RCVD

1. The cars for sale will be parked in the front parking (2D & 3D drawings attached)
2. The cars for sale will be parked on the ground (not raised off the ground)
3. The parking space assigned to auto sales can accommodate for up to 8 cars
4. We had to block the left side entrance (facing the office door) to our property because many people are using it to make a U-turn from Bedford Rd
5. All the parking space is paved (concrete)
6. The front building is mainly used for oil change and has both front & back overhead doors
7. The second building on the back is assigned to auto repairs
8. Both front & back buildings are one story buildings
9. The fire lane is on the right side of the property (car wash side)

We are planning to use the shop for both auto repairs & auto sales. However, the blood of our business is auto sales. Although we offer auto repair services to customers, most of our repairs are for our own cars that we offer for sale. Our business model is based on buying disabled vehicles from auctions, repairing them and then selling them. That's what makes us different from the majority of used cars dealers that outsource repairs of their vehicles.

We hope that our shop meets your requirements for auto sales and therefore you will grant us the permit to conduct business soon. At this time the shop is employing 3 people and we are planning to add 3 more if we are allowed to sale cars. Without auto sales we will not be able to survive for more than few months. This is how serious the situation we are in at this time. We have about \$40K tied up in our current inventory that we had before moving in to Bedford. Also we have buyers ready to buy from us but we can't serve them at this time. On the initial CO application we did not mention auto sales because we were operating in Arlington before and we were not asked about any special use permit. In fact we were not even aware of the existence of such permit if the shop has been already approved for auto repair. We were surprised when the code enforcement officer showed up with police escort at our shop and shut our operation down.

We are ready & willing to comply with your requirements to grant us this permit as soon as possible. Please let us know what we need to do to resolve this matter and start our operation. We believe that our company will bring great value to the city of Bedford by bringing tax income and employment opportunities.

We trust you to make the right judgment & decision that will benefit all the parties involved.

Regards,  
Mohamed Kalim  
Karnext, Inc - President



**PLANNING AND ZONING COMMISSION  
MEETING MINUTES OF MARCH 13, 2014**

**DRAFT**

**CALL TO ORDER**

Vice Chairman Carlson called the meeting to order at 7:00 PM.

**INVOCATION**

Commissioner Stroope gave the invocation.

**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) February 27, 2014**

**Motion:** Commissioner Hall made a motion to approve the meeting minutes of February 27, 2014, correct as written.

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

**Ayes:** Commissioners Sinisi, Stroope, Hall, Pierson, Vice Chairman Carlson.

**Nays:** None

**Abstention:** Commissioners Henning and Austin.

Motion approved 5-0-2. Vice Chairman Carlson declared the motion approved.

**PUBLIC HEARINGS**

**2. Zoning Case Z-244, public hearing and consideration of a request to rezone Lot 8, Block 1, Airport Freeway Center Addition, located at 201 Bedford Road, Bedford Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/New & Used Cars & Truck Sales/Service, per Section 3.2.C(8)d. of the City of Bedford, Zoning Ordinance, specifically allowing used car sales for Karnext, Inc. The property is generally located north of Bedford Road and west of Brown Trail.**

Vice Chairman Carlson recognized Jacquelyn Reyff, AICP, Planning Manager, who reviewed Zoning Case Z-244.

Vice Chairman Carlson recognized Mohamed Kalim, 201 Bedford Road, Bedford, Texas, and Jason Faigle, 6801 Gaylord Parkway, Frisco, Texas who were there to present this application.

Vice Chairman Carlson opened the public hearing at 7:29 PM, and recognized the following people and their concerns.

- Robert May, 3609 Brookside Drive, Bedford, Texas.
- Patt Dreyer, 80 Morrow Drive, Bedford, Texas.

**PLANNING AND ZONING COMMISSION  
MEETING MINUTES OF MARCH 13, 2014**

**DRAFT**

- Robert Stuart, 2541 Stonegate Drive N., Bedford Texas.
- Al Zim, 1804 Reliance Parkway, Bedford, Texas.
- Barbara Blalock, 1116 Timber View Drive, Bedford, Texas.
- Mark Pflaum, 49 Stonegate, Bedford, Texas.
- Jacquelyn Reyff presented two (2) e-mails that were received that are in opposition to this application.

Vice Chairman Carlson recognized Mohamed Kalim, 201 Bedford Road, Bedford, Texas who addressed the noted concerns and questions from the people who spoke.

Vice Chairman Carlson closed the public hearing at 7:56 PM.

The Commission discussed the application.

Motion: Commissioner Sinisi made a motion to deny Zoning Case Z-244.

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

Ayes: Commissioners Sinisi, Henning, Stroope, Austin, Pierson

Nays: Commissioner Hall, and Vice Chairman Carlson

Abstention: None

Motion approved 5-2-0. Vice Chairman Carlson declared the motion approved.

- 3. Zoning Case Z-246, public hearing and consideration of a request to rezone a portion of Lot B, Block 4, Bedford Forum Addition, located at 1812 Reliance Parkway, Ste. C, Bedford, Texas from Planned Unit Development, Ordinance No. 106 to Amended Planned Unit Development to allow for Gun Shops, specifically allowing the sale of firearms for M.O.A. Refinishing and Repair. The property is generally located north of State Highway 183 and west of Industrial Boulevard (FM 157).**

Vice Chairman Carlson recognized Jacquelyn Reyff, AICP, Planning Manager, who reviewed Zoning Case Z-246.

Vice Chairman Carlson recognized Jerry Lindsey, 305 Dallas Drive, Euless, Texas who was there to present this application.

Vice Chairman Carlson opened the public hearing at 8:08 PM, and recognized the following people and their concerns:

- Al Zim, 1804 Reliance Parkway, Bedford, Texas.
- Dawn Schneider, 2412 Brasher Lane, Bedford, Texas.
- Betty Ricketts, 2405 Durango Ridge, Bedford, Texas.
- Jim Shepherd, 3521 Creekside Court, Bedford, Texas.

Vice Chairman Carlson recognized Selma Lindsey, 305 Dallas Drive, Euless, Texas who addressed the noted concerns and questions from the people who spoke.

Vice Chairman Carlson closed the public hearing at 8:21 PM.



CITY OF  
**BEDFORD**

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

March 21, 2014

PLEASE DELIVER TO:

Legal Publications  
Attn: Christine Lopez  
Fort Worth Star-Telegram  
400 West 7<sup>th</sup> Street  
Fort Worth, TX 76102

SENT VIA E-MAIL: [clopez@star-telegram.com](mailto:clopez@star-telegram.com) on Friday, March 21, 2014.

FROM:

City of Bedford  
Yolanda Alonso, Planning and Zoning

Dear Christine,

Please publish the following in "Legal Notices" on Sunday, March 23, 2014.

MESSAGE:

CITY OF BEDFORD  
PUBLIC HEARING

The City of Bedford City Council gives notice of a public hearing on Tuesday, April 8, 2014, at 6:30 PM, at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consideration of an ordinance to rezone Lot 8, Block 1, Airport Freeway Center Addition, located at 201 Bedford Road, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/New & Used Cars & Truck Sales/Service, per Section 3.2.C(8)d. of the City of Bedford, Zoning Ordinance, specifically allowing used car sales for Karnext, Inc. The property is generally located north of Bedford Road and west of Brown Trail (Z-244).

Public hearing and consideration of an ordinance to Amend Planned Unit Development Ordinance No.106, specific to amending the Bedford Forum Land Use Plan Development Standards, III. Uses, A.1., for property located within the Reliance Parkway Corridor, specifically for a portion of the property known as Lot B, Block 4, Bedford Forum Addition, located at 1812 Reliance Parkway, Ste. C, Bedford, Texas, to allow for a Gun Shop, specifically allowing the sale of firearms for M.O.A. Refinishing and Repair. The property is generally located north of State Highway 183 and west of Industrial Boulevard (Z-246)

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

## Reyff, Jacquelyn

---

**From:** Alonso, Yolanda  
**Sent:** Thursday, March 06, 2014 5:05 PM  
**To:** Reyff, Jacquelyn  
**Cc:** Syblon, Bill  
**Subject:** Zoning Case Z-244

FYI,

I mailed a Notice of Public Hearing letter to the City of Hurst for the Karnext Zoning Case scheduled for next week.

Listed below is their response to that zoning case.

Yolanda

**From:** Michelle Lazo [<mailto:MLazo@hursttx.gov>]  
**Sent:** Thursday, March 06, 2014 4:06 PM  
**To:** Alonso, Yolanda  
**Cc:** Steve Bowden  
**Subject:** Zoning Case Z-244

Hello, I am writing in opposition of Z-244. I have worked in Development for the City of Hurst for 14 years. In 2003 the City of Hurst adopted a Mixed-Use overlay on Pipeline and Bedford-Eules Rd. This over-lay is intended to encourage redevelopment, by allowing a mixture of uses and density. This ordinance has allowed the City to prohibit certain uses or require them to go through the site plan approval process.

The City of Hurst does not allow used automobile sales throughout the City, unless they are less than 5% of a new dealerships inventory. The City requires 15 acres in order to sell new cars. These regulations have deterred many used car dealers.

Our cities share boundaries on two important corridors in the community. These properties are aging and will require a reinvestment from the private and public sector. We hope your Planning and Zoning Commission and City Council share our vision for these two corridors and will deny the proposed zoning case, based on the size and lay-out of the lot and the future redevelopment opportunities in the City of Bedford.

*Michelle Lazo*  
*Managing Director- Development*  
*1505 Precinct Line Road*  
*Hurst, Tx. 76054*  
*ph. 817-788-7055*  
*fax. 817-788-7074*  
*[mlazo@hursttx.gov](mailto:mlazo@hursttx.gov)*

This e-mail may contain confidential and privileged material for the sole use of the intended recipient. Any review, use, distribution or disclosure by others is strictly prohibited.

## Syblon, Bill

---

**From:** Anne Mattice [REDACTED]  
**Sent:** Thursday, March 13, 2014 1:01 PM  
**To:** Syblon, Bill  
**Subject:** Comments for the P& Z meeting this evening

Dear Mr Syblon - unfortunately, I cannot attend the meeting this evening as I am heading out of town. However, I would like to voice my concern on the 2 businesses on the agenda. I am very disappointed that Bedford does not seem to be trying to attract the kind of businesses that would make Bedford a city that people would want to move to. How does a used car and gun sales company enhance the image of Bedford? Certainly amongst my friends and acquaintances these businesses would discourage them from living in Bedford. Our surrounding cities, Grapevine, Colleyville, Hurst and Euless are all making their cities visually attractive and attracting more upscale businesses, if Bedford continues to only look at used car, gun and similar types of businesses our properties will start losing value and that really concerns me. The other reality may be that already Bedford can only attract these types of businesses and that is definitely a concern to me, and should be to you too.

Regards,  
Anne Mattice  
3701 Comanche Trail

**Alonso, Yolanda**

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**From:** Bruce D. Bateman [REDACTED]  
**Sent:** Thursday, March 13, 2014 4:24 PM  
**To:** Alonso, Yolanda  
**Subject:** Zoning Meeting Tonight, March `13, 2014

I just (literally a few minutes ago) found out about this meeting.

I would like to take a moment to express the views of my wife and me. Please see comments in red.

Thank you,

Bruce Bateman  
2013 Oak Timber  
Bedford, 76021

Zoning Case Z-244, public hearing and consideration of a request to rezone Lot 8, Block 1, Airport Freeway Center Addition, located at 201 Bedford Road, Bedford Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/New & Used Cars & Truck Sales/Service per Section 3.2.C(6)d. of the City of Bedford Zoning Ordinance, specifically allowing used car sales for Kamext, Inc. The property is generally located north of Bedford Road and west of Brown Trail.

NO -- no car lot.

Zoning Case Z-246, public hearing and consideration of a request to rezone a portion of Lot B, Block 4, Bedford Forum Addition, located at 1812 Reliance Parkway, Ste. C, Bedford, Texas from Planned Unit Development, Ordinance No. 106 to Amended Planned Unit Development to allow for Gun Shops, specifically allowing the sale of firearms for M.O.A. Refinishing and Repair. The property is generally located north of State Highway 183 and west of Industrial Boulevard (FM 157).

Yes, this is just outside subdivision.



# Council Agenda Background

**PRESENTER:** Jacquelyn Reyff, Planning Manager

**DATE:** 04/08/14

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

**ITEM:**

Public hearing and consider an ordinance to amend Planned Unit Development Ordinance No.106, specific to amending the Bedford Forum Land Use Plan Development Standards, III. Uses, A.1., for property located within the Reliance Parkway Corridor, specifically for a portion of the property known as Lot B, Block 4, Bedford Forum Addition, located at 1812 Reliance Parkway, Ste. C, Bedford, Texas, to allow for a Gun Shop, specifically allowing the sale of firearms for M.O.A. Refinishing and Repair; providing Exhibit "A" and "Exhibit B" being the text amendments to the Zoning Ordinance; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located north of State Highway 183 and west of Industrial Boulevard. (Z-246)

**City Attorney Review:** Yes

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

**DISCUSSION:**

A business located at 1812 Reliance Parkway, Ste. C, is operating as a gun refinishing shop and would like to utilize it for gun sales as well. The property is utilized as commercial property and most closely operates like a property zoned H, Heavy Commercial. Bearing this in mind, a Specific Use Permit would be required if it were zoned H, but because it is zoned as a PUD, an amended PUD is requested to include Gun Shop as a recognized land use.

The Bedford Forum PUD was developed in 1970, along with corresponding development standards. Over time, properties have been rezoned out of this PUD, an example of this being the Mac Churchill Automall. However, 1812 Reliance Parkway has not been rezoned and still is zoned within the Bedford Forum PUD.

The definition of Gun Shop from the City of Bedford Zoning Ordinance Section 3.2.C(7)p is as follows:

*"An establishment offering for sale firearms and accessory items. Said establishment shall not be used for demonstration that may involve the discharge of any firearm."*

The name of the business is M.O.A. Refinishing and Repair and per information given, the business plans to use the existing shop for repair and refinishing, as well as transfers and new and used firearm sales. Their business expanded to offer hydrographic refinishing on firearms and other sporting goods, as well as automotive parts. The State License to operate as a gunsmith is the same license needed to sell firearms. They would like the opportunity to add sales to their list of services. They are a small business and employ two full-time employees and have two business partners.

There will be no changes to the site. The expansion in land use of a gun shop will be entirely internal to the building.

The existing landscaping is from a previous development and does not have to be brought into compliance with the Zoning Ordinance if it were shown to be deficient per Section 5.6.J. Therefore, the site is sufficiently landscaped for the proposed use.

Parking remains from the previous development of the site, which has approximately 60 parking spaces and therefore, the parking is in compliance for the proposed use per Section 5.2.A.(3) of the City of Bedford Zoning Ordinance.

The Comprehensive Plan indicates the location of 1812 Reliance Parkway, Ste. C to be commercial. Therefore, the proposed use of a Gun Shop at this location would not conflict with the Comprehensive Plan.

At the time Planning and Zoning Commission reviewed the draft Amended PUD, it could have allowed firearm sales as an allowable land use within the entire Bedford Forum PUD. Exhibit B illustrates the extent of the Bedford Forum PUD. Based on discussion during the public hearing at the March 13, 2014 Commission meeting, and in order to be responsive to the needs of the community, staff has proposed an option to tighten the area allowing gun sales within the Bedford Forum PUD. This new area will be limited only to within the Reliance Parkway Corridor.” The proposed Ordinance before Council will achieve this outcome.

The Planning and Zoning Commission recommended unanimous approval of Case Z-246 with a 7-0-0 vote during the March 13, 2014 meeting.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of an ordinance to amend Planned Unit Development Ordinance No.106, specific to amending the Bedford Forum Land Use Plan Development Standards, III. Uses, A.1., for property located within the Reliance Parkway Corridor, specifically for a portion of the property known as Lot B, Block 4, Bedford Forum Addition, located at 1812 Reliance Parkway, Ste. C, Bedford, Texas, to allow for a Gun Shop, specifically allowing the sale of firearms for M.O.A. Refinishing and Repair; providing Exhibit “A” and “Exhibit B” being the text amendments to the Zoning Ordinance; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located north of State Highway 183 and west of Industrial Boulevard. (Z-246)

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Ordinance  
Site Plan  
Exhibit “A” Bedford Forum Development Standards  
Exhibit “B”  
200’ Buffer Map  
Application  
Applicant’s Narrative  
Minutes  
Star Telegram Publication  
Letters of Opposition

**ORDINANCE NO. 14-**

**AN ORDINANCE TO AMEND PLANNED UNIT DEVELOPMENT ORDINANCE NO.106, SPECIFIC TO AMENDING THE BEDFORD FORUM LAND USE PLAN DEVELOPMENT STANDARDS, III. USES, A.1., FOR PROPERTY LOCATED WITHIN THE RELIANCE PARKWAY CORRIDOR, SPECIFICALLY FOR A PORTION OF THE PROPERTY KNOWN AS LOT B, BLOCK 4, BEDFORD FORUM ADDITION, LOCATED AT 1812 RELIANCE PARKWAY, STE. C, BEDFORD, TEXAS, TO ALLOW FOR A GUN SHOP, SPECIFICALLY ALLOWING THE SALE OF FIREARMS FOR M.O.A. REFINISHING AND REPAIR; DECLARING THAT THIS ORDINANCE BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY CLAUSE; AND DECLARING AN EFFECTIVE DATE. THE PROPERTY IS GENERALLY LOCATED NORTH OF STATE HIGHWAY 183 AND WEST OF INDUSTRIAL BOULEVARD. (Z-246)**

**WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Comprehensive Zoning Ordinance be rezoned for a portion of the property known as Lot B, Block 4, Bedford Forum Addition, located at 1812 Reliance Parkway, Ste. C, Bedford, Texas, to allow for a Gun Shop, specifically allowing the sale of firearms for M.O.A. Refinishing and Repair. The property is generally located north of State Highway 183 and west of Industrial Boulevard. (Z-246)**

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

**SECTION 1. That the finding above is found to be true and correct, and is incorporated herein.**

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

**A portion of the property known as Lot B, Block 4, Bedford Forum Addition, located at 1812 Reliance Parkway, Ste. C, Bedford, Texas shall be shown as approved by this ordinance.**

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

**SECTION 4. That the Reliance Parkway Corridor Map attached hereto as Exhibit "B" is approved as a component of this amended ordinance approval. Any revisions to the property that deviate from the attached hereto shall require an amendment to this ordinance.**

**SECTION 5. That approval of amending the Planned Unit Development is subject to no stipulations.**

**SECTION 6. That from and after the final passage of this ordinance, the land described herein shall be subject to the regulations and uses of an Amended Planned Unit Development.**

**SECTION 7. 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 8. 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,**

**ORDINANCE NO. 14-**

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

**SECTION 10.** That this Ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Bedford and the laws of the State of Texas.

**PRESENTED AND PASSED** this 8th day of April, 2014 by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

---

**Jim Griffin, Mayor**

**ATTEST:**

---

**Michael Wells, City Secretary**

**APPROVED AS TO FORM:**

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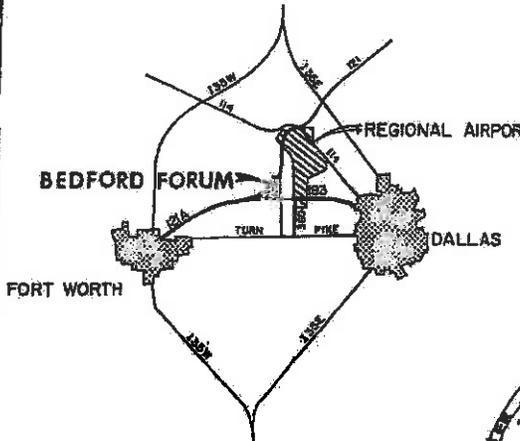
**Stan Lowry, City Attorney**

## Exhibit A

**III. USES – As a general rule all types of land uses will be permitted; however, land use proposals shall be reviewed by the Development Advisory Board. Approval by the Board will be based on the concept of integral land use units such as industrial parks or industrial districts; office, commercial or service centers; shopping centers or any appropriate combination of uses. Multi-family, cluster, townhouses, condominium and cooperative housing shall be permitted in conjunction with other nonresidential uses.**

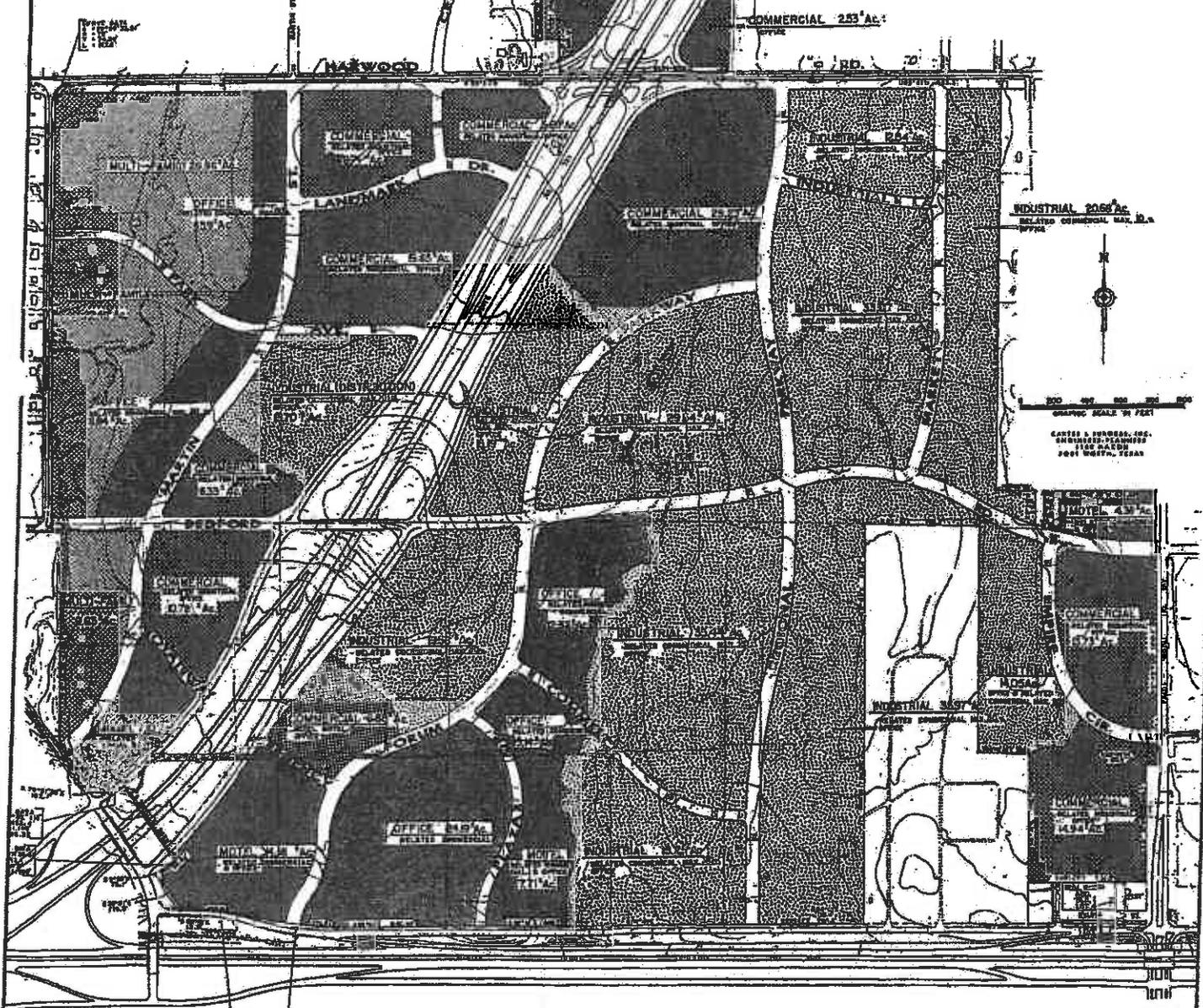
**A. All uses shall be permitted except:**

- 1. Uses considered dangerous or unsafe, such as explosives not including legal gun sales with applicable license, located within the Reliance Parkway Corridor within the Bedford Forum Planned Unit Development in an area bounded by Reliance Parkway to the east, Airport Freeway to the south, and Commerce Place to the north.**



**LAND USE LEGEND**

PRELIMINARY LAND USE	OTHER PERMITTED LAND USE	ACREAGE
[Symbol]	MULTI-FAMILY	91.07
[Symbol]	OFFICE	87.98
[Symbol]	MOTEL	33.37
[Symbol]	COMMERCIAL	140.56
[Symbol]	INDUSTRIAL	248.81
SUB-TOTAL		571.89
[Symbol]	STREETS	66.87
[Symbol]	ROADWAY	78.84
TOTAL		718.60



**BEDFORD FORUM LAND USE PLAN**  
**BEDFORD PROPERTIES CORPORATION**

2011 CEDAR SPRINGS DALLAS, TEXAS 75201 PH. 748-9804

BEDFORD FORUM

INTRODUCTION

The standards set forth herein are intended to guide the development of sites and buildings as well as for the area as a whole. These standards are adopted to insure the continuing stability of land values by:

- a. Providing ample, uncongested space and circulation for all lessees or purchasers.
- b. Protecting each lessee or purchaser so that he may obtain maximum convenience, safety, economy, view, identity and amenity in relation to adjacent sites and in relation to area location as a whole.
- c. Providing maximum flexibility for expansion, changes in use and adaptation to individual needs of lessee or purchaser.

THE DEVELOPMENT ADVISORY BOARD OF THE CORPORATION

To maintain standards of development and at the same time provide for the necessary flexibility in meeting varied and changing needs, the Macatee Capital Corporation has established a Development Advisory Board to review, check, make recommendations and approve all planning proposals in the Bedford Forum.

The Development Advisory Board is appointed by the Corporation and is composed of the following:

1. Officer of the Corporation
2. Representative of the Architects and Planning Consultants
3. Representative of lessees or purchasers in the Development
4. Representative of the City of Bedford.

The Board will also call upon its engineering, landscape, planning and other consultants, specialists and experts, as well as City of Bedford and other public officials when appropriate, to deal with technical and special problems. The Board shall, as deemed necessary, establish committees for specific purposes and problems. Such committee may include, but not be limited to, the following:

Committee on Design: To review and pass on all Project Design problems, including signs, markers and other details that affect the project as a whole in design consistency and character.

Committee on Traffic: To review problems of traffic and circulation that affect the Project and its surroundings as the development progresses or as changes are requested.

Committee on Standards: To review and recommend proposals for modification of standards. For variances, exceptions and special conditions requiring interpretation of standards.

## DEVELOPMENT STANDARDS

The following are specific requirements for the development of the Bedford Forum and each individual site therein. The Macatee Capital Corporation, as well as all lessees and purchasers, shall be bound to these standards. All proposals for land, site and building developments shall be accompanied by plans, specifications, diagrams, etc. and shall be submitted to the Development Advisory Board for review and approval. Variances and exceptions may be permitted but only after review by the Board.

1. LAND PLAN - The official Master Land Plan of the Bedford Forum shall serve as the basic guide for all development. The intent of the Master Land Plan is to provide maximum flexibility and accommodate planned associations of land uses as an integral unit. Any alteration or change of this plan shall conform to the following criteria.
  - A. Streets:
    1. Minimum right of way width - 50 ft.
    2. Minimum roadway width - 50 ft.
  - B. Utilities:
    1. Easements, minimum width - 10 ft.
    2. The size and general location of all water and sewer lines shall conform to the Comprehensive Plan of the City of Bedford and to the Master Land Plan of the Bedford Forum.
    3. All electrical and telephone services shall be of underground installation.
    4. All utilities shall conform to the construction standards of the City of Bedford.
  - C. Fire Protection: Fire hydrants shall be served by 6-inch water mains and located 500 feet apart.
  - D. Existing Trees and Vegetation: The lessees and purchasers shall be mindful of the trees and vegetation existing on the land and all conscious efforts to preserve such trees shall be made.

## E. Drainage:

1. Streets shall be designed to carry storm water; however, when the designed depth of storm water exceeds 6 inches deep with an 8-inch curb on a 30-foot street with a 6-inch crown, then provisions of underground facilities must be made. The Development Advisory Board has the authority to alter this requirement provided the following criteria is met:

Open channels with side slope of 4 on 1 and landscape beautification.

2. In general, all roof and individual site drainage shall be underground and where possible connected to the area's drainage system.

## II. SITE PLAN - The development of each individual site shall conform to the following specific requirements.

### A. Building Location:

1. Buildings shall be set back at least 30 feet from the property line on any street.

2. Side setbacks shall be arranged to minimize usable land and areas difficult to maintain. Where possible side setbacks shall be sufficiently large to provide space for expansion, parking, landscape, fire protection and police protection. Minimum side setback shall be twenty-five (25) feet and shall aggregate fifty (50) feet on each individually owned lot on site. However, where suitable, the twenty-five-foot (25') minimum may be waived and one side yard may be eliminated, but the other must then be fifty (50) feet minimum.

3. Rear Yard - No rear yard is required; however, adequate space for fire and police protection shall be provided. Screening along the rear property shall be required when:

- a. The building is located within thirty (30) feet of the rear property line.

- b. A residential area (single-family, two-family or multi-family) is existing on the rear adjacent property.

### B. Building Coverage: The intent of this requirement is to provide adequate space for access, parking, off-street loading, internal circulation, landscaping and utility easements as well as protection for light and air, police and fire protection and insulation from noise and vibration in relation to adjacent sites.

1. On each site there shall be at least 2.5 square feet of land area for each square foot of building area so that no more than 40% of the site may be used for building.

- C. Building Bulk and Height: Based on building coverage formula above the height of buildings shall not exceed thirty-five (35) feet on two and one-half (2-1/2) stories. In cases where a greater height is requested, the Development Advisory Board shall have the authority to grant a change. Height above the requirement shall be approved by the City of Bedford.
- D. Parking:
1. All parking areas shall be curbed and guttered and paved with either asphalt or concrete.
  2. Where possible all parking areas shall be located at the side or rear of the buildings. Necessary parking on the front may be permitted only when visually screened by landscaping and other appropriate screening arrangements.
  3. No on-street parking shall be permitted.
  4. As a minimum, the number of parking spaces required shall conform to the City of Bedford requirements.
- E. Screening:
1. Landscape or other appropriate screening shall be provided between incompatible land uses.
  2. All storage of refuse and waste shall be screened from public view by planting or opaque fencing not less than 5'-6" in height.
- F. Grading: No criteria for site grading has been established; however, the builder is encouraged to respect the existing ground and adhere to the natural slope as close as possible.
1. Parking areas - maximum slope - 5%
  2. Open spaces - minimum slope - 1%.
- G. Access:
1. Location of driveways in relation to street intersection - no driveway approach shall be permitted within thirty (30) feet of an intersection.
  2. Driveway width - minimum twelve (12) feet; maximum - thirty-five (35) feet.
- H. Landscape Treatment: The purpose of this requirement is to provide a practical solution of planning and design to the landscape. Landscape treatment is required:
- To define and identify areas and subdivisions of areas

- To adjust and ameliorate conditions of climate in providing shade, in reducing sun and light glare, in providing color and color change, in easing heat, and in providing windbreaks
  - To provide amenity and relief as a "change in pace" in environment.
- I. Materials: Landscape treatment of the site may be in the form of grass lawns and ground covers, shade trees in parking areas, street trees, plantings in areas used as dividers, and in areas otherwise unusable. Landscape treatment includes the use of walls, screenings, terraces, fountains, pools and other water arrangements. Landscape can be used to mark entrance points, parking areas; it can be used to shield or define service areas and property divisions, and to enhance building scale and forms.
  2. Landscape Standards: Each site should be developed with 10% of its area landscaped for "green" treatment. There must be maintained a strip of ten (10) feet minimum of landscaped ground along the street property lines, exclusive of drives and walks.
  3. Landscape Guides: Landscape treatment should not interfere with sight line requirements or circulation, nor block needed views of buildings or their means of identification. All landscape should be designed for minimum maintenance; in an area or spot excessively difficult to maintain, paving or terracing may be used, considered and designed as part of the landscape treatment.
  4. Street Trees: All developments shall be required to plant and maintain street trees. Trees shall be located approximately fifty (50) feet apart. Trees permitted include:
    - a. Live oak
    - b. Red oak
    - c. Ascending elm
    - d. Sycamore
- I. Utilities:
    1. All utilities shall be underground.
    2. All transformers, meters, etc. shall be screened from public view.
  - J. Site Maintenance: The owner or lessee is expected to adequately maintain the building and grounds at all times. Such maintenance includes: disposal of litter, lawn mowing, tree and shrub pruning, watering, relamping, striping of parking areas, etc. Even though it is not a requirement, the owner or lessee is strongly encouraged to install a lawn irrigation system. The Owner and/or lessee of any

site shall have the duty of and responsibility for (1) keeping the premises, buildings, improvements and appurtenances, and landscaping, in a well-maintained, safe, clean and attractive condition at all times, (2) complying in all respects with all government, health and police requirements, and (3) removing at his own expense any rubbish of any character whatsoever which may accumulate on said property. If, in the opinion of Developer, any such Owner and/or lessee is failing in this duty and responsibility then Developer may give such Owner and/or lessee notice of such fact and such Owner and/or lessee must, within ten (10) days of such notice, undertake the minimum amount of care and maintenance required to restore said Owner's and/or lessee's property to a safe, clean, attractive and lawful condition. Should any such Owner and/or lessee fail to fulfill this duty and responsibility after such notice, then Developer shall have the right and power to perform such care and maintenance. The Owner and/or lessee of the property on which such work is performed by Developer shall be liable for the cost of any such work and shall promptly reimburse Developer for the cost thereof. If such Owner and/or lessee shall fail to so reimburse Developer within thirty (3) days after being billed therefore by Developer, then said cost shall be a debt of such Owner and/or lessee, payable to Developer, and shall be a lien against any such Owner's and/or lessee's property.

III. USES - As a general rule all types of land uses will be permitted; however, land use proposals shall be reviewed by the Development Advisory Board. Approval by the Board will be based on the concept of integral land use units such as industrial parks or industrial districts; office, commercial or service centers; shopping centers or any appropriate combination of uses. Multi-family, cluster, townhouses, condominium and cooperative housing shall be permitted in conjunction with other nonresidential uses.

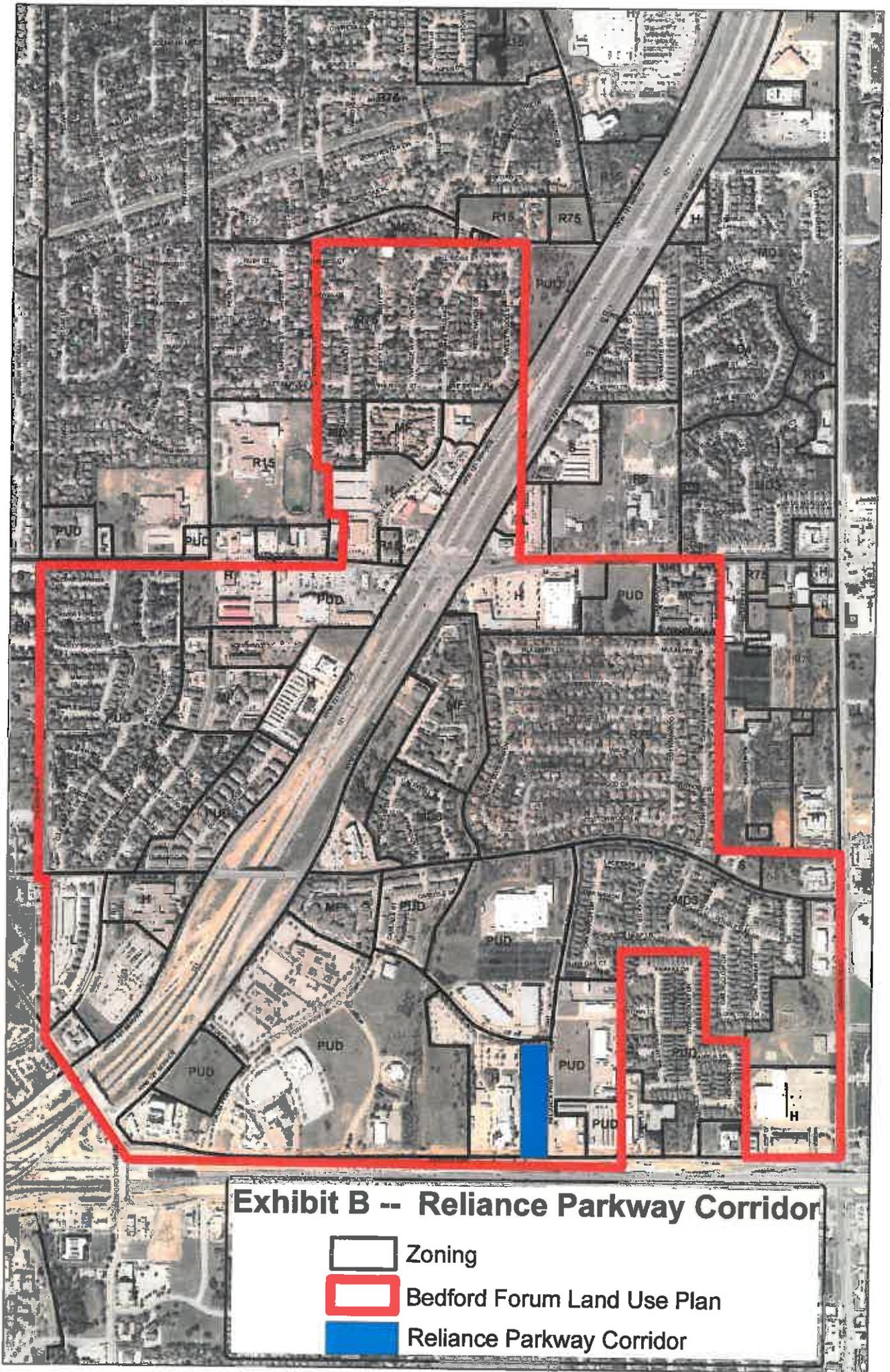
A. All uses shall be permitted except:

1. Uses considered dangerous or unsafe, such as explosives
2. Uses considered objectionable or nuisance by reason of odor, dust, fumes, smoke, noise, vibration, refuse matter, or water-carried waste
3. Uses considered objectionable by reason of adverse effect on adjoining units such as junk or salvage yards.

B. Outside storage of materials will be permitted only where such storage is visually screened from all approaches.

IV. BUILDING DESIGN - The objective in building standards is to obtain a consistency and quality in architectural design to protect and enhance the values of the use and occupancy in the development. In order to obtain consistency, yet permit interest and variety and the use of new materials as they may develop, all architectural designs, including those for alterations, additions or remodeling, are to be subject to the review and approval of the Design Committee of the Development Advisory Board.

- A. The outside wall of all buildings shall be of masonry construction, its equivalent, or better. The use of other materials will be permitted where such use will not be adverse to adjoining properties.
- B. Accessory buildings, markings, and enclosures will be consistent as to design and quality of materials used with the building to which they are accessories.
- C. The location, size and construction of signs will be in keeping with the character of the Bedford Forum. Unless otherwise approved in writing by Developer, all signs must (1) be attached to a building; and (2) be installed so as to be parallel to and contiguous with the building wall and not project above the roof line of any building. No sign of a flashing or moving character shall be installed.
- D. Screening of roof objects. Stand fans, skylights, cooling towers, vents and any other structures or equipment which are located on the roof of any building shall be architecturally compatible or effectively shielded from view by an architecturally sound method which shall be approved, in writing, by Developer before construction or erection of said structures or equipment.
- V. SPECIFIC CONDITIONS - In cases of special size or shape of site, or condition of terrain or special use, operation or treatment not provided for within the general conditions to which these standards apply, each special case shall be subject to the consideration and recommendation of the Development Advisory Board of the Corporation to permit such variances or exceptions that will make possible successful development and operations with maximum protection to all adjacent units, as well as the development as a whole.

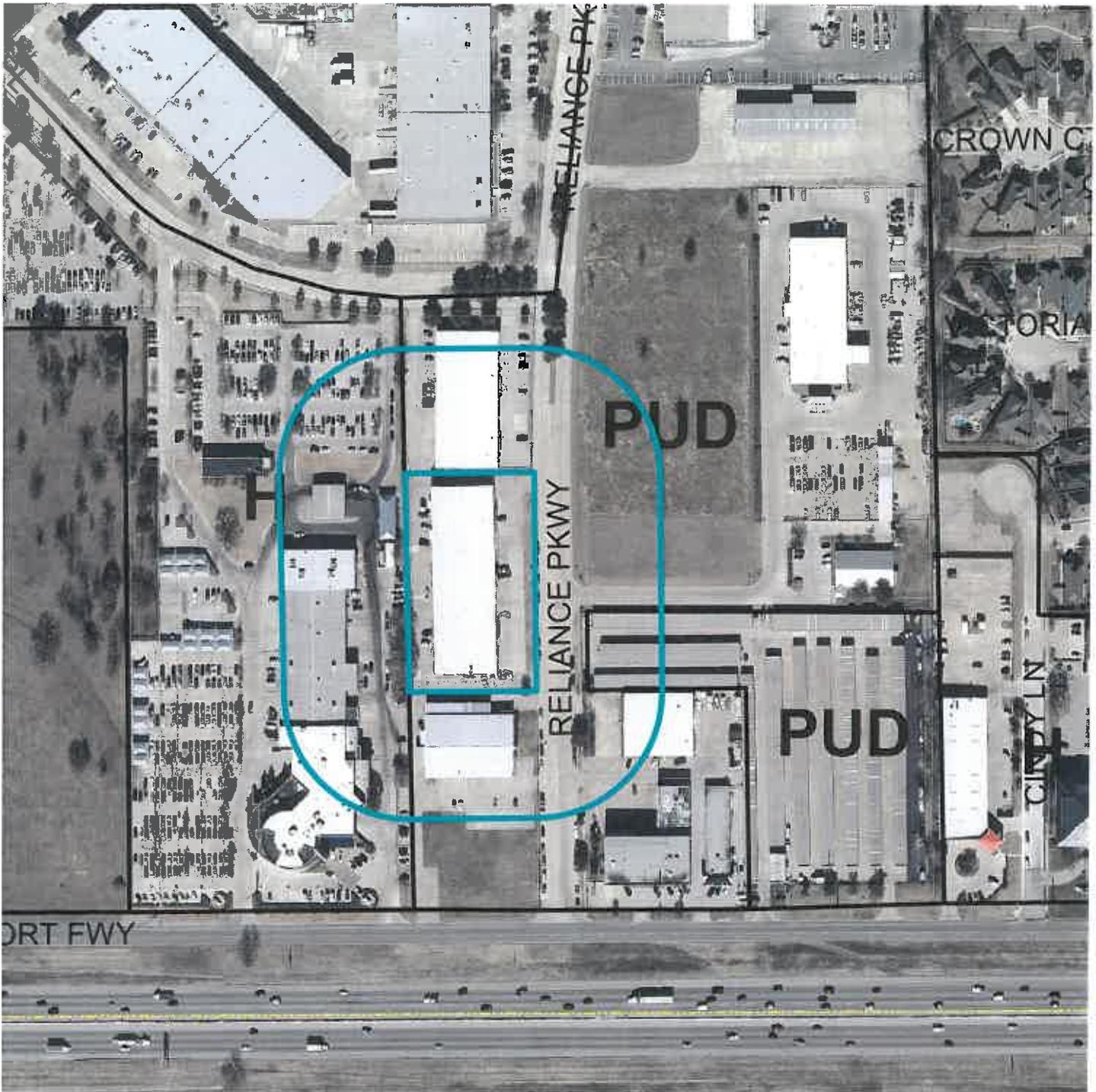


### Exhibit B -- Reliance Parkway Corridor

-  Zoning
-  Bedford Forum Land Use Plan
-  Reliance Parkway Corridor

Z-246



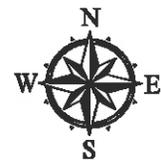


**City of Bedford, Texas**

**Hearing Date: 03-13-14    Z-246**

**Address: 001812 RELIANCE PKWY, STE. C  
 Addition: BEDFORD FORUM ADDITION  
 Bedford, TX 76021**

**SUBNUM:    BLOCK: 4    LOT: B**



-  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.

City of Bedford Zoning Change (JK)  
~~Specific Use Permit Application~~



Development Department  
Planning and Zoning

01-28-14A 11:11 RCVD Date \_\_\_\_\_

Applicant Name (Print): Jerry Lindsey (\*Signature): [Signature]

Address: 305 Dallas Dr. Euless Tx 76039

Telephone number: 817 584 6837 Fax number: 817 685 0639

I, the undersigned owner, or Lessee (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: PUD To: AMENDED PUD/GUN SHOPS

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 B Block 4 Addition Bedford Forum Addition  
Tract \_\_\_\_\_ Abstract \_\_\_\_\_ Survey \_\_\_\_\_ to the City of Bedford, Texas.  
Street Address 1812 Reliance Pkwy Ste C Bedford Tx 76021

\*\*Indicate by checking the appropriate box if this application is for a Community Home  or Group Home  \*\*

Fee: (\$205.00 plus \$205.00 per acre over one.) \$205.00 + \$205.00 x \_\_\_\_\_ = \_\_\_\_\_  
Payable by cash, Visa, MasterCard, or check made out to the City of Bedford. (# of acres) (total fee)

Property Owner (if not applicant): (\*Signature) [Signature]  
(Print name) ALDWIN H. ZIM

(Company name) ZIM DEVELOPMENT CO.

(Street Address, City, State & Zip Code) 1804 RELIANCE PKW BEDFORD TX 76021

(Telephone number) 817-267-4415 (FAX number) 817-545-2002

Land Planner/Engineer/Surveyor: (\*Signature)

(Print Name)

(Company Name)

(Street Address, City, State & Zip Code,)

\*I have read the completed application and know the same is true and correct and hereby agree that if a permit is issued all provisions of the City Ordinances and State Laws will be complied with whether herein specified or not. I agree to comply with all property restrictions. I am the owner of the property or the duly authorized agent.

\*Submittal of false information or omission as required by this application may result in any permit, license, or approval being revoked.  
(Signature) \_\_\_\_\_

M.O.A. Refinishing and Repair has been an entity since 2010 in Euless Texas. We provide firearms repair and refinishing, as well as transfers and new and used gun sales. Upon opening in Bedford we expanded to offer hydrographic refinishing on firearms and other sporting goods, as well as automotive parts. We are a small shop employing two full time people as well as having two more partners that have employment elsewhere.

We were granted our Certificate of Occupancy on December 4<sup>th</sup>, 2013 to operate as a firearms refinishing, repair and hydrographics shop. Since our license to operate as a gunsmith is the same license needed to sell firearms, we would also like the opportunity to add sales to our list of services.

M.O.A. Refinishing and Repair is primarily a repair and refinishing service and anticipate making the majority of our revenue from that, but the ability to operate as a "gun store" could add considerably to our ability to exist.

**PLANNING AND ZONING COMMISSION  
MEETING MINUTES OF MARCH 13, 2014**

**DRAFT**

- Robert Stuart, 2541 Stonegate Drive N., Bedford Texas.
- Al Zim, 1804 Reliance Parkway, Bedford, Texas.
- Barbara Blalock, 1116 Timber View Drive, Bedford, Texas.
- Mark Pflaum, 49 Stonegate, Bedford, Texas.
- Jacquelyn Reyff presented two (2) e-mails that were received that are in opposition to this application.

Vice Chairman Carlson recognized Mohamed Kalim, 201 Bedford Road, Bedford, Texas who addressed the noted concerns and questions from the people who spoke.

Vice Chairman Carlson closed the public hearing at 7:56 PM.

The Commission discussed the application.

Motion: Commissioner Sinisi made a motion to deny Zoning Case Z-244.

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

Ayes: Commissioners Sinisi, Henning, Stroope, Austin, Pierson

Nays: Commissioner Hall, and Vice Chairman Carlson

Abstention: None

Motion approved 5-2-0. Vice Chairman Carlson declared the motion approved.

- 
- 3. Zoning Case Z-246, public hearing and consideration of a request to rezone a portion of Lot B, Block 4, Bedford Forum Addition, located at 1812 Reliance Parkway, Ste. C, Bedford, Texas from Planned Unit Development, Ordinance No. 106 to Amended Planned Unit Development to allow for Gun Shops, specifically allowing the sale of firearms for M.O.A. Refinishing and Repair. The property is generally located north of State Highway 183 and west of Industrial Boulevard (FM 157).**

Vice Chairman Carlson recognized Jacquelyn Reyff, AICP, Planning Manager, who reviewed Zoning Case Z-246.

Vice Chairman Carlson recognized Jerry Lindsey, 305 Dallas Drive, Euless, Texas who was there to present this application.

Vice Chairman Carlson opened the public hearing at 8:08 PM, and recognized the following people and their concerns:

- Al Zim, 1804 Reliance Parkway, Bedford, Texas.
- Dawn Schneider, 2412 Brasher Lane, Bedford, Texas.
- Betty Ricketts, 2405 Durango Ridge, Bedford, Texas.
- Jim Shepherd, 3521 Creekside Court, Bedford, Texas.

Vice Chairman Carlson recognized Selma Lindsey, 305 Dallas Drive, Euless, Texas who addressed the noted concerns and questions from the people who spoke.

Vice Chairman Carlson closed the public hearing at 8:21 PM.

**PLANNING AND ZONING COMMISSION  
MEETING MINUTES OF MARCH 13, 2014**

**DRAFT**

The Commission discussed the application.

Motion: Commissioner Henning made a motion to approve Zoning Case Z-246.

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

Motion approved 7-0-0. Vice Chairman Carlson declared the motion approved.

**ADJOURNMENT**

Vice Chairman Carlson adjourned the Planning and Zoning Commission meeting at 8:26 PM.

---

**Vice Chairman Carlson  
Planning and Zoning Commission**

**ATTEST:**

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**Yolanda Alonso, Secretary  
Planning and Zoning Commission**



CITY OF  
**BEDFORD**

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

March 21, 2014

**PLEASE DELIVER TO:**

**Legal Publications  
Attn: Christine Lopez  
Fort Worth Star-Telegram  
400 West 7<sup>th</sup> Street  
Fort Worth, TX 76102**

**SENT VIA E-MAIL: [clopez@star-telegram.com](mailto:clopez@star-telegram.com) on Friday, March 21, 2014.**

**FROM:**

**City of Bedford  
Yolanda Alonso, Planning and Zoning**

**Dear Christine,**

**Please publish the following in "Legal Notices" on Sunday, March 23, 2014.**

**MESSAGE:**

**CITY OF BEDFORD  
PUBLIC HEARING**

**The City of Bedford City Council gives notice of a public hearing on Tuesday, April 8, 2014, at 6:30 PM, at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:**

**Public hearing and consideration of an ordinance to rezone Lot 8, Block 1, Airport Freeway Center Addition, located at 201 Bedford Road, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/New & Used Cars & Truck Sales/Service, per Section 3.2.C(8)d. of the City of Bedford, Zoning Ordinance, specifically allowing used car sales for Karnext, Inc. The property is generally located north of Bedford Road and west of Brown Trail (Z-244).**

**Public hearing and consideration of an ordinance to Amend Planned Unit Development Ordinance No.106, specific to amending the Bedford Forum Land Use Plan Development Standards, III. Uses, A.1., for property located within the Reliance Parkway Corridor, specifically for a portion of the property known as Lot B, Block 4, Bedford Forum Addition, located at 1812 Reliance Parkway, Ste. C, Bedford, Texas, to allow for a Gun Shop, specifically allowing the sale of firearms for M.O.A. Refinishing and Repair. The property is generally located north of State Highway 183 and west of Industrial Boulevard (Z-246)**

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

**Syblon, Bill**

---

**From:** Anne Mattice [REDACTED]  
**Sent:** Thursday, March 13, 2014 1:01 PM  
**To:** Syblon, Bill  
**Subject:** Comments for the P& Z meeting this evening

Dear Mr Syblon - unfortunately, I cannot attend the meeting this evening as I am heading out of town. However, I would like to voice my concern on the 2 businesses on the agenda. I am very disappointed that Bedford does not seem to be trying to attract the kind of businesses that would make Bedford a city that people would want to move to. How does a used car and gun sales company enhance the image of Bedford? Certainly amongst my friends and acquaintances these businesses would discourage them from living in Bedford. Our surrounding cities, Grapevine, Colleyville, Hurst and Euless are all making their cities visually attractive and attracting more upscale businesses, if Bedford continues to only look at used car, gun and similar types of businesses our properties will start losing value and that really concerns me. The other reality may be that already Bedford can only attract these types of businesses and that is definitely a concern to me, and should be to you too.

Regards,  
Anne Mattice  
3701 Comanche Trail

**Alonso, Yolanda**

---

**From:** Bruce D. Bateman [REDACTED]  
**Sent:** Thursday, March 13, 2014 4:24 PM  
**To:** Alonso, Yolanda  
**Subject:** Zoning Meeting Tonight, March 13, 2014

I just (literally a few minutes ago) found out about this meeting.

I would like to take a moment to express the views of my wife and me. Please see comments in red.

Thank you,

Bruce Bateman  
2013 Oak Timber  
Bedford, 76021

Zoning Case Z-244, public hearing and consideration of a request to rezone Lot 8, Block 1, Airport Freeway Center Addition, located at 201 Bedford Road, Bedford Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/New & Used Cars & Truck Sales/Service per Section 3.2.C(8)d. of the City of Bedford Zoning Ordinance, specifically allowing used car sales for Kamext, Inc. The property is generally located north of Bedford Road and west of Brown Trail.

NO – no car lot.

Zoning Case Z-246, public hearing and consideration of a request to rezone a portion of Lot B, Block 4, Bedford Forum Addition, located at 1812 Reliance Parkway, Ste. C, Bedford, Texas from Planned Unit Development, Ordinance No. 106 to Amended Planned Unit Development to allow for Gun Shops, specifically allowing the sale of firearms for M.O.A. Refinishing and Repair. The property is generally located north of State Highway 183 and west of Industrial Boulevard (FM 157).

Yes, this is just outside subdivision.



# Council Agenda Background

**PRESENTER:** Meg Jakubik, Assistant to the City Manager

**DATE:** 04/08/14

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

**ITEM:**

Consider an ordinance repealing Chapter 82 – “Offenses and Miscellaneous Provisions,” Article III, “Smoking,” of the City of Bedford Code of Ordinances and all other ordinances in conflict therewith and creating a new Chapter 82 – “Offenses and Miscellaneous Provisions,” Article III, “Smoking;” providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing a penalty clause; and providing an effective date.

**City Attorney Review:** Yes

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

**DISCUSSION:**

At the January 24, 2014 Strategic Planning Meeting, staff sought direction from Council in regards to the use of electronic cigarettes. After discussion, Council requested that staff bring an amendment to prohibit the use of electronic cigarettes where smoking is prohibited and to prohibit the possession of electronic cigarettes by minors. Several cities in the State are adopting similar restrictions, including Frisco, Rockwall, Murphy, Lufkin, and McLendon-Chisholm.

This ordinance replaces the current article related to Smoking to address the Council’s request. Definitions were removed from later portions of the article to consolidate into the overall definition section and new definitions added for the electronic cigarettes and related accessories. Language was added to the sections prohibiting smoking in public areas to also include the use of electronic cigarettes. New sections were added to address the possession and purchase of electronic cigarettes by minors. As State law has not addressed this, sections were also added to apply to retailers. This prohibits the sale of electronic cigarettes to minors and the use of any self-service vending machine or open display.

The provisions relating to minors have been included in new sections to allow for repeal if legislation is adopted by the State at the next legislative session. Additionally, current personnel policies prohibit smoking within City facilities and vehicles. As this policy is based on the adopted smoking ordinance, it will be expanded to include the electronic cigarettes as established through this amendment.

In addition to the requested amendments, the article has been reviewed for grammar and appropriate legal clarifications. The ordinance is attached with new language in blue. Also attached is the version of the article with all changes marked.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of an ordinance repealing Chapter 82 – “Offenses and Miscellaneous Provisions,” Article III, “Smoking,” of the City of Bedford Code of Ordinances and all other ordinances in conflict therewith and creating a new Chapter 82 – “Offenses and Miscellaneous Provisions,” Article III, “Smoking;” providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing a penalty clause; and providing an effective date.

**FISCAL IMPACT:**

**N/A**

**ATTACHMENTS:**

**Ordinance  
Red-line Chapter 82, Article III**

**ORDINANCE NO. 14-**

**AN ORDINANCE REPEALING CHAPTER 82 - OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE III "SMOKING" OF THE CITY OF BEDFORD CODE OF ORDINANCES AND ALL OTHER ORDINANCES IN CONFLICT THEREWITH AND CREATING A NEW CHAPTER 82 - OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE III, "SMOKING;" PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS, the dangers posed by tobacco are not limited to cigarettes, pipes or other traditional forms of smoking; and,**

**WHEREAS, new, unregulated high-tech smoking devices, commonly referred to as "electronic cigarettes" or "e-cigarettes" have recently become available to consumers; and,**

**WHEREAS, nicotine is a known neurotoxin that is one of the most highly addictive substances available for public consumption; and,**

**WHEREAS, e-cigarettes are entirely unregulated, there being no regulation by the federal government and no Texas statutes or regulations that in any way limit the production, distribution, or use of e-cigarettes; and,**

**WHEREAS, the City Council of Bedford, Texas has determined that it is the right of all citizens to be able to choose for themselves whether to smoke either actively or passively; and,**

**WHEREAS, the City Council of Bedford, Texas has determined that a ban on the sale of electronic cigarettes, e-cigarettes, liquid nicotine and like products in the City to persons under the age of eighteen (18) and a prohibition on self-service merchandising in the retail sale of electronic cigarettes, e-cigarettes, liquid nicotine and like products in order to minimize their physical accessibility to minors serves an important public interest in furtherance of the health, safety and general welfare of the citizens of the City; and,**

**WHEREAS, the City Council of Bedford, Texas has determined that the Texas Legislature currently prohibits the possession, purchase, consumption or receipt of cigarettes or tobacco products by minors, and the City enforces such regulations; and,**

**WHEREAS, the City Council of Bedford, Texas has determined that the Texas Legislature currently regulates vendor assisted sales and vending machines of cigarettes or tobacco products, including, but not limited to, prohibiting the use of the same by minors; and,**

**WHEREAS, the City Council of Bedford, Texas has determined that in order to promote the public health, safety and welfare of the City and its citizens, it is in the best interest of the City and its citizens to amend the Code of Ordinances as set forth below.**

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

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

**SECTION 2. That Chapter 82 – Offenses and Miscellaneous Provisions, Article III, "Smoking" of the City's Code of Ordinances is hereby repealed.**

SECTION 3. That Chapter 82 – Offenses and Miscellaneous Provisions, Article III, “Smoking” of the City’s Code of Ordinances is created and shall read as follows:

ARTICLE III. SMOKING

Sec. 82-71. Definitions.

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

*Administrative area* means the area of an establishment not generally accessible to the public, including but not limited to individual offices, stockrooms, employee lounges, or meeting rooms.

*Cigar* means, unless otherwise amended by the Tex. Tax Code, Chapter 155, a roll of fermented tobacco that is wrapped in tobacco and the main stream of smoke from which produces an alkaline reaction to litmus paper.

*Cigarette* means, unless otherwise amended by the Tex. Tax Code, Chapter 154, a roll for smoking: (A) that is made of tobacco or tobacco mixed with another ingredient and wrapped or covered with a material other than tobacco; and (B) that is not a cigar.

*Conspicuous* means of a size and contrast that is clearly visible and legible to the general public and unobstructed from view.

*Electronic cigarette or e-cigarette* means any electronic or mechanical device usually composed of a mouthpiece, heating element or atomizer, battery, and electronic circuits that provides, or is manufactured to provide, a vapor and/or gas derived from liquid nicotine and/or other substances delivered or deliverable to the user to inhale in simulation of smoking. The term includes every version and type of such devices whether they are manufactured or marketed as electronic cigarettes, e-cigarettes, electronic cigars, e-cigars, electronic pipes, e-pipes, electronic vaping device, mechanical PV’s, electronic nicotine delivery system, or other similar device under any other product name or description.

*Food products establishment* means an operation that sells food for human consumption.

*Hospital* means any institution that provides medical, surgical, and overnight facilities for patients.

*Liquid nicotine* means any liquid product composed either in whole or in part of nicotine, propylene glycol and/or any other substance and manufactured for use with electronic cigarettes or e-cigarettes.

*Minor* means a person younger than eighteen (18) years of age.

*Open display unit* means, in the context of the retail sale of electronic cigarettes or e-cigarettes and/or liquid nicotine, any device, furniture, or furnishing within or upon which electronic cigarettes or e-cigarettes and/or liquid nicotine are displayed to customers, and includes, but is not limited to, any case, rack, shelf, counter, table, desk, kiosk, booth, stand, vending machine, and other surface.

*Possession* means to have on or about the person or otherwise exercise actual care, custody, management or control over a tangible object or substance.

**Public service area** means any enclosed area to which the general public routinely has access for municipal services or which is designated a public service area in a written policy of the agency in charge of such area.

**Retail and service establishment** means any establishment which sells goods or services to the general public.

**Self-service merchandising** means, in the context of the retail sale of electronic cigarettes or e-cigarettes and/or liquid nicotine, the open display, including, without limitation, the use of an open display unit of electronic cigarettes or e-cigarettes and/or liquid nicotine, whether packaged or otherwise, for direct retail customer access and handling prior to purchase without the intervention or assistance of the retailer or the retailer's owner, employee or agent.

**Smoke(s) or smoking** means and includes the carrying, possessing or holding of a pipe, cigarette, tobacco product, electronic cigarette or e-cigarette or liquid nicotine of any kind which is burning or emitting a vapor.

**Tobacco product** means: (A) cigar; (B) smoking tobacco, including granulated, plug-cut, crimp-cut, ready-rubbed, and any form of tobacco suitable for smoking in a pipe or as a cigarette; (C) chewing tobacco, including Cavendish, Twist, plug scrap and any kind of tobacco suitable for chewing; (D) snuff or other preparations of pulverized tobacco; or (E) an article or product that is made of tobacco or a tobacco substance and that is not a cigarette.

**Sec. 82-72. Prohibited in certain public areas.**

- (a) A person commits an offense if he or she smokes or **uses** a tobacco **product**, weed or other plant product, **electronic cigarette, e-cigarette or liquid nicotine** in any of the following indoor or enclosed areas:
- (1) An elevator used by the public;
  - (2) A hospital or nursing home corridor providing direct access to patients' rooms;
  - (3) Any facility owned, operated or managed by the city unless the area is designated as a smoking area. The city manager or a designated agent may designate an area as a smoking area;
  - (4) Any retail or service establishment for serving the general public;
  - (5) An area marked with a no smoking sign in accordance with subsection (e) of this section by the owner or person in control of a hospital, nursing home, or retail or service establishment serving the general public; or
  - (6) An enclosed theater, movie house, library, museum or transit system vehicle.
- (b) A person commits an offense if he or she smokes or **uses** a tobacco **product**, weed or other plant product, **electronic cigarette, e-cigarette or liquid nicotine** within 100 feet of the main public entrance of the Bedford Public Library.
- (c) Except as specified in subsection (b), a person commits an offense if he or she smokes or **uses** a tobacco **product**, weed or other plant product, **electronic cigarette, e-cigarette or liquid nicotine** within 25 feet of a public entrance of any city facility.
- (d) The owner or person in control of an establishment or area designated in subsection (a) of this section shall post a conspicuous sign visible from the main public entrance to the nonsmoking area. The sign shall contain the words "No Smoking, City of Bedford Ordinance," the universal symbol for no smoking, or other language that clearly prohibits smoking.
- (e) The owner or person in control of an establishment or area described in subsection (a)(4) or (a)(6) may designate an area, including, but not limited to, lobbies, meeting rooms or waiting rooms, as a smoking area; provided that the designated smoking area may not include:
- (1) The entire establishment;
  - (2) Cashier areas or over-the-counter sales areas; or
  - (3) The viewing area of any theater or movie house.

- (f) It is a defense to prosecution under this section if the person was smoking in a location that was:
- (1) A designated smoking area of a facility or establishment described in subsection (a)(4) or (a)(6) of this section which is posted as a smoking area with appropriate signs;
  - (2) An administrative area or office of an establishment described in subsection (a)(4) or (a)(6) of this section;
  - (3) A retail or service establishment serving the general public with less than 1,000 square feet of public showroom or service space; or
  - (4) A retail or service establishment which is primarily engaged in the sale of tobacco products, electronic cigarettes or e-cigarettes, liquid nicotine or smoking implements.

**Sec. 82-73. Food products establishments.**

- (a) A food products establishment which has indoor or enclosed dining areas shall provide a separate indoor dining area for nonsmoking patrons.
- (b) A nonsmoking area must:
  - (1) Be separated, where feasible, from smoking areas by a minimum of four feet of continuous floor space;
  - (2) Be ventilated, where feasible, and situated so that air from the smoking area is not drawn into or across the nonsmoking area;
  - (3) Be clearly designated by appropriate signs visible to patrons within the dining area indicating that the area is designated nonsmoking; and
  - (4) Have ash trays or other suitable containers for extinguishing smoking materials at the perimeter of the nonsmoking area.
- (c) Each food products establishment which has a dining area shall have signs at the establishment's entrance indicating that nonsmoking seating is available.
- (d) Nondining areas of any food products establishment affected by the section to which patrons have general access, including, but not limited to, food order areas, food service areas, restrooms, and cashier areas, shall be designated nonsmoking areas.
- (e) It is a defense to prosecution under this section that the food products establishment is:
  - (1) An establishment which has indoor seating arrangements for less than 100 patrons and has public exterior entrances posted conspicuously thereto a sign which states "This Establishment Does Not Provide a No-Smoking Area;"
  - (2) An establishment which has more than 50 percent of its annual gross sales in alcoholic beverages; or
  - (3) A physically separated bar area of food products establishment otherwise regulated.

**Sec. 82-74. Smoking in food products establishments.**

A person commits an offense if he or she smokes or **uses** a tobacco **product**, weed or other plant product, **electronic cigarette, e-cigarette or liquid nicotine** in an area of a food products establishment designated as nonsmoking.

**Sec. 82-75. Possession of tobacco products by minors prohibited.**

- (a) *Prohibition of possession by a minor.* A minor commits an offense if the minor possesses a tobacco product.
  - (1) *Defense.* It is a defense to prosecution for the violation of subsection (a) that a minor possessed a tobacco product:
    - a. While in the course and scope of the minor's employment by a person or entity holding a permit issued by the state authorizing the person to engage in the business of being a distributor, wholesaler, bonded agent or retailer of tobacco products; or

- b. In the presence of an adult parent, guardian, or spouse, or other adult to whom the minor has been committed by the court.
  - c. That the individual younger than 18 years of age is participating in an inspection or test of compliance in accordance with Section 161.088, Health and Safety Code.
- (b) *Purchase of tobacco products by a minor—False information.* It is an offense for a minor, in order to acquire a tobacco product, to state to any person engaged in the business of selling tobacco products that such minor is not a minor, or to present to any such person a document or writing that purports to establish that such a minor is not a minor.
- (c) *Penalties.* A person who violates a provision of this chapter is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$500.00.

**Sec. 82-76. Possession, purchase, consumption, or receipt of Electronic Cigarettes or E-Cigarettes and/or Liquid Nicotine by minors prohibited.**

- (a) *Prohibition of possession by a minor.* A minor commits an offense if the minor possesses an electronic cigarette or e-cigarette or liquid nicotine.
- (1) *Defense.* It is a defense to prosecution for the violation of subsection (a) that a minor possessed a electronic cigarette or e-cigarette or liquid nicotine:
- a. While in the course and scope of the minor's employment by a person or entity where possession or receipt of the electronic cigarette, e-cigarette or liquid nicotine is required in the performance of the employee's duties as an employee; or
  - b. In the presence of an adult parent, guardian, or spouse, or other adult to whom the minor has been committed by the court.
  - c. That the individual younger than 18 years of age is participating in an inspection or test of compliance in accordance with Section 161.088, Health and Safety Code.
- (b) *Purchase of tobacco products by a minor—False information.* It is an offense for a minor, in order to acquire an electronic cigarette or e-cigarette or liquid nicotine, to state to any person engaged in the business of selling tobacco products that such minor is not a minor, or to present to any such person a document or writing that purports to establish that such a minor is not a minor.
- (c) *Penalties.* A person who violates a provision of this chapter is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$500.00.

**Sec. 82-77. Sale of electronic cigarette or e-cigarette or liquid nicotine to persons younger than 18 years of age prohibited; proof of age required.**

- (a) A person or retailer commits an offense if the person or retailer with criminal negligence:
- (1) Sells, gives or causes to be sold or given an electronic cigarette or e-cigarette or liquid nicotine to someone who is younger than 18 years of age; or,
  - (2) Sells, gives or causes to be sold or given an electronic cigarette or e-cigarette or liquid nicotine to another person who intends to deliver it to someone who is younger than 18 years of age.
- (b) If an offense under this section occurs in connection with a sale by an employee of the owner of a store in which electronic cigarettes, e-

cigarettes and/or liquid nicotine is/are sold at retail, the employee is criminally responsible for the offense and is subject to prosecution.

- (c) It is a defense to prosecution under subsection (a)(1) that the person to whom the electronic cigarette, e-cigarette or liquid nicotine was sold or given presented to the defendant apparently valid proof of identification.
- (d) A proof of identification satisfies the requirements of subsection (c) if it contains a physical description and photograph consistent with the person's appearance, purports to establish that the person is 18 years of age or older and was issued by a governmental agency. The proof of identification may include a driver's license issued by this state or another state, a passport or an identification card issued by a state or the federal government.

**Sec. 82-78. Vendor assisted sales required; self-service merchandising prohibited.**

- (a) Except as provided in subsection (b), a retailer or other person may not:
  - a. Offer electronic cigarettes, e-cigarettes, or liquid nicotine for sale in a manner that permits a customer direct access to the electronic cigarettes, e-cigarettes, or liquid nicotine;
  - b. Offer for sale or display for sale electronic cigarettes, e-cigarettes, or liquid nicotine by means of self-service merchandising; or,
  - c. Install or maintain an open display unit containing electronic cigarettes, e-cigarettes, or liquid nicotine.
- (b) It is a defense to prosecution under subsection (a) if:
  - a. A facility or business is not open to persons younger than 18 years of age at any time;
  - b. A facility or business is a premises for which a person holds a package store permit issued under the Alcoholic Beverage Code; or,
  - c. An open display unit is located in an area that is inaccessible to customers.

**Secs. 82-79-82-100. Reserved**

**SECTION 4.** That a person who violates a provision of this chapter is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$500.00.

**SECTION 5.** That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Bedford, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby required.

**SECTION 6.** That if any section, subsection, sentence, clause or phrase of this ordinance is for any reasons held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

**SECTION 7.** That this ordinance shall become effective from and after its passage.

**PRESENTED AND PASSED** on this 8th day of April 2014, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

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**Jim Griffin, Mayor**

**ATTEST:**

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**Michael Wells, City Secretary**

**APPROVED AS TO FORM:**

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**Stan Lowry, City Attorney**

## Sec. 82-71. Definitions.

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

*Administrative area* means the area of an establishment not generally accessible to the public, including but not limited to individual offices, stockrooms, employee lounges, or meeting rooms.

*Cigar* means, unless otherwise amended by the Tex. Tax Code, Chapter 155, a roll of fermented tobacco that is wrapped in tobacco and the main stream of smoke from which produces an alkaline reaction to litmus paper.

*Cigarette* means, unless otherwise amended by the Tex. Tax Code, Chapter 154, a roll for smoking: (A) that is made of tobacco or tobacco mixed with another ingredient and wrapped or covered with a material other than tobacco; and (B) that is not a cigar.

*Conspicuous means*, of a size and contrast that is clearly visible and legible to the public and unobstructed from view.

~~*Director* means the director of the department designated by the city manager to enforce and administer this article or the director's designated representative.~~

*Electronic cigarette or e-cigarette* means any electronic or mechanical device usually composed of a mouthpiece, heating element or atomizer, battery, and electronic circuits that provides, or is manufactured to provide, a vapor and/or gas derived from liquid nicotine and/or other substances delivered or deliverable to the user to inhale in simulation of smoking. The term includes every version and type of such devices whether they are manufactured or marketed as electronic cigarettes, e-cigarettes, electronic cigars, e-cigars, electronic pipes, e-pipes, electronic vaping device, mechanical PV's, electronic nicotine delivery system, or other similar device under any other product name or description.

*Food products establishment* means an operation that sells food for human consumption.

*Hospital* means any institution that provides medical, surgical, and overnight facilities for patients.

*Liquid nicotine* means any liquid product composed either in whole or in part of nicotine, propylene glycol and/or any other substance and manufactured for use with electronic cigarettes or e-cigarettes.

*Minor* means a person younger than eighteen (18) years of age.

Open display unit means, in the context of the retail sale of electronic cigarettes or e-cigarettes and/or liquid nicotine, any device, furniture, or furnishing within or upon which electronic cigarettes or e-cigarettes and/or liquid nicotine are displayed to customers, and includes, but is not limited to, any case, rack, shelf, counter, table, desk, kiosk, booth, stand, vending machine, and other surface.

Possession means to have on or about the person or otherwise exercise actual care, custody, management or control over a tangible object or substance.

*Public service area* means any enclosed area to which the general public routinely has access for municipal services or which is designated a public service area in a written policy of the agency in charge of such area.

*Retail and service establishment* means any establishment which sells goods or services to the general public.

Self-service merchandising means, in the context of the retail sale of electronic cigarettes or e-cigarettes and/or liquid nicotine, the open display, including, without limitation, the use of an open display unit of electronic cigarettes or e-cigarettes and/or liquid nicotine, whether packaged or otherwise, for direct retail customer access and handling prior to purchase without the intervention or assistance of the retailer or the retailer's owner, employee or agent.

Smoke(s) or smoking means and includes the carrying, possessing or holding of a pipe, cigarette, tobacco product, electronic cigarette or e-cigarette or liquid nicotine of any kind which is burning or emitting a vapor.

Tobacco product means: (A) cigar; (B) smoking tobacco, including granulated, plug-cut, crimp-cut, ready-rubbed, and any form of tobacco suitable for smoking in a pipe or as a cigarette; (C) chewing tobacco, including Cavendish, Twist, plug scrap and any kind of tobacco suitable for chewing; (D) snuff or other preparations of pulverized tobacco; or (E) an article or product that is made of tobacco or a tobacco substance and that is not a cigarette.

## **Sec. 82-72. Prohibited in certain public areas.**

- (a) A person commits an offense if he or she smokes or ~~uses~~~~possesses~~ a ~~burning~~ tobacco ~~product~~, weed or other plant product, ~~electronic cigarette or, e-cigarette or liquid nicotine~~ in any of the following indoor or enclosed areas:
- (1) An elevator used by the public;
  - (2) A hospital or nursing home corridor providing direct access to patients' rooms;
  - (3) Any facility owned, operated or managed by the city unless the area is designated as a smoking area. The city manager or a designated agent may designate an area as a smoking area;
  - (4) Any retail or service establishment for serving the general public;

- (5) An area marked with a no smoking sign in accordance with subsection (e) of this section by the owner or person in control of a hospital, nursing home, or retail or service establishment serving the general public; or
  - (6) An enclosed theater, movie house, library, museum or transit system vehicle.
- (b) A person commits an offense if he or she smokes or ~~uses possesses a burning~~ tobacco product, weed or other plant product, electronic cigarette, —or e-cigarette or liquid nicotine within 100 feet of the main public entrance of the Bedford Public Library.
  - (c) Except as specified in subsection (b), a person commits an offense if he or she smokes or ~~uses possesses a burning~~ tobacco product, weed or other plant product, electronic cigarette, —or e-cigarette or liquid nicotine within 25 feet of a public entrance of any city facility.
  - (d) The owner or person in control of an establishment or area designated in subsection (a) of this section shall post a conspicuous sign visible from the main public entrance to the nonsmoking area. The sign shall contain the words "No Smoking, City of Bedford Ordinance," the universal symbol for no smoking, or other language that clearly prohibits smoking.
  - (e) The owner or person in control of an establishment or area described in subsection (a)(4) or (a)(6) may designate an area, including, but not limited to, lobbies, meeting rooms or waiting rooms, as a smoking area; provided that the designated smoking area may not include:
    - (1) The entire establishment;
    - (2) Cashier areas or over-the-counter sales areas; or
    - (3) The viewing area of any theater or movie house.
  - (f) It is a defense to prosecution under this section if the person was smoking in a location that was:
    - (1) A designated smoking area of a facility or establishment described in subsection (a)(4) or (a)(6) of this section which is posted as a smoking area with appropriate signs;
    - (2) An administrative area or office of an establishment described in subsection (a)(4) or (a)(6) of this section;
    - (3) A retail or service establishment serving the general public with less than 1,000 square feet of public showroom or service space; or
    - (4) A retail or service establishment which is primarily engaged in the sale of tobacco products, electronic cigarettes, —or e-cigarettes, liquid nicotine or smoking implements.

## **Sec. 82-73. Food products establishments.**

- (a) A food products establishment which has indoor or enclosed dining areas shall provide a separate indoor dining area for nonsmoking patrons.
- (b) A nonsmoking area must:
  - (1) Be separated, where feasible, from smoking areas by a minimum of four feet of continuous floor space;

- (2) Be ventilated, where feasible, and situated so that air from the smoking area is not drawn into or across the nonsmoking area;
  - (3) Be clearly designated by appropriate signs visible to patrons within the dining area indicating that the area is designated nonsmoking; and
  - (4) Have ash trays or other suitable containers for extinguishing smoking materials at the perimeter of the nonsmoking area.
- (c) Each food products establishment which has a dining area shall have signs at the establishment's entrance indicating that nonsmoking seating is available.
- (d) Nondining areas of any food products establishment affected by the section to which patrons have general access, including, but not limited to, food order areas, food service areas, restrooms, and cashier areas, shall be designated nonsmoking areas.
- (e) It is a defense to prosecution under this section that the food products establishment is:
- (1) An establishment which has indoor seating arrangements for less than 100 patrons and has public exterior entrances posted conspicuously thereto a sign which states "This Establishment Does Not Provide a No-Smoking Area;"
  - (2) An establishment which has more than 50 percent of its annual gross sales in alcoholic beverages; or
  - (3) A physically separated bar area of food products establishment otherwise regulated.

## Sec. 82-74. Smoking in food products establishments.

A person commits an offense if he or she smokes or ~~uses~~~~possesses~~ a ~~burning~~ tobacco ~~product~~, weed, or other plant product, ~~electronic cigarette, or e-cigarette or liquid nicotine~~ in an area of a food products establishment designated as nonsmoking.

## Sec. 82-75. Possession of tobacco products by minors prohibited.

~~(a) Definitions: The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~(1) Minor means a person under the age of 18 years of age.~~

~~(2) Possession means to have on or about the person or otherwise exercise actual care, custody, management or control over a tangible object or substance.~~

~~(3) Tobacco-product means:~~

~~a. A cigarette;~~

~~b. A cigar;~~

- ~~c. Smoking tobacco, including granulated, plu-cut, crimp-cut, ready ribbed, and any form of tobacco suitable for smoking in a pipe or as a cigarette;~~
- ~~d. Chewing tobacco, including Cavendish, Twist, plug, scrap, and any kind of tobacco suitable for chewing;~~
- ~~e. Snuff or other preparations of pulverized tobacco; and~~
- ~~Any other article or product that is made of tobacco.~~

~~(b)(a)~~ *Prohibition of possession by a minor.* A minor commits an offense if the minor possesses a tobacco product; ~~provided, however, that it is not a violation of this section for a minor to possess a tobacco product if such possession is in violation of V.T.C.A., Penal Code § 48.01, as amended.~~

(1) *Defense.* It is a defense to prosecution for the violation of subsection ~~(a)~~ that a minor possessed a tobacco product;

- a. While in the course and scope of the minor's employment by a person or entity holding a permit issued by the state authorizing the person to engage in the business of being a distributor, wholesaler, bonded agent or retailer of tobacco products; or
- b. In the presence of an adult parent, guardian, or spouse, or other adult to whom the minor has been committed by the court.

~~b.c.~~ That the individual younger than 18 years of age is participating in an inspection or test of compliance in accordance with Section 161.088, Health and Safety Code.

~~(2)~~ *Purchase of tobacco products by a minor—False information.* It is an offense for a minor, in order to acquire a tobacco product, to state to any person engaged in the business of selling tobacco products that such minor is not a minor, or to present to any such person a document or writing that purports to establish that such a minor is not a minor.

~~(3)~~ *Penalties.* A person who violates a provision of this chapter is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$500.00.

## **Sec. 82-76. Possession, purchase, consumption, or receipt of Electronic Cigarettes or E-Cigarettes and/or Liquid Nicotine by minors prohibited.**

(a) *Prohibition of possession by a minor.* A minor commits an offense if the minor possesses an electronic cigarette or e-cigarette or liquid nicotine.

(1) *Defense.* It is a defense to prosecution for the violation of subsection ~~(a)~~ that a minor possessed a electronic cigarette or e-cigarette or liquid nicotine:

- a. While in the course and scope of the minor's employment by a person or entity where possession or receipt of the electronic cigarette, e-cigarette or liquid nicotine is required in the performance of the employee's duties as an employee; or

b. In the presence of an adult parent, guardian, or spouse, or other adult to whom the minor has been committed by the court.

c. That the individual younger than 18 years of age is participating in an inspection or test of compliance in accordance with Section 161.088, Health and Safety Code.

(b) Purchase of tobacco products by a minor—False information. It is an offense for a minor, in order to acquire an electronic cigarette or e-cigarette or liquid nicotine, to state to any person engaged in the business of selling tobacco products that such minor is not a minor, or to present to any such person a document or writing that purports to establish that such a minor is not a minor.

(c) Penalties. A person who violates a provision of this chapter is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$500.00.

### **Sec. 82-77. Sale of electronic cigarette or e-cigarette or liquid nicotine to persons younger than 18 years of age prohibited; proof of age required.**

(a) A person or retailer commits an offense if the person or retailer with criminal negligence:

(1) Sells, gives or causes to be sold or given an electronic cigarette or e-cigarette or liquid nicotine to someone who is younger than 18 years of age; or,

(2) Sells, gives or causes to be sold or given an electronic cigarette or e-cigarette or liquid nicotine to another person who intends to deliver it to someone who is younger than 18 years of age.

(b) If an offense under this section occurs in connection with a sale by an employee of the owner of a store in which electronic cigarettes, e-cigarettes and/or liquid nicotine is/are sold at retail, the employee is criminally responsible for the offense and is subject to prosecution.

(c) It is a defense to prosecution under subsection (a)(1) that the person to whom the electronic cigarette, e-cigarette or liquid nicotine was sold or given presented to the defendant apparently valid proof of identification.

(d) A proof of identification satisfies the requirements of subsection (c) if it contains a physical description and photograph consistent with the person's appearance, purports to establish that the person is 18 years of age or older and was issued by a governmental agency. The proof of identification may include a driver's license issued by this state or another state, a passport or an identification card issued by a state or the federal government.

### **Sec. 82-78. Vendor assisted sales required; self-service merchandising prohibited.**

(a) Except as provided in subsection (b), a retailer or other person may not:

- a. Offer electronic cigarettes, e-cigarettes, or liquid nicotine for sale in a manner that permits a customer direct access to the electronic cigarettes, e-cigarettes, or liquid nicotine;
  - b. Offer for sale or display for sale electronic cigarettes, e-cigarettes, or liquid nicotine by means of self-service merchandising; or,
  - c. Install or maintain an open display unit containing electronic cigarettes, e-cigarettes, or liquid nicotine.
- (b) It is a defense to prosecution under subsection (a) if:
- a. A facility or business is not open to persons younger than 18 years of age at any time;
  - b. A facility or business is a premises for which a person holds a package store permit issued under the Alcoholic Beverage Code; or,
  - c. An open display unit is located in an area that is inaccessible to customers.



# Council Agenda Background

<b><u>PRESENTER:</u></b> Chuck Carlisle, Risk/Contractual Services Manager		<b><u>DATE:</u></b> 04/08/14
<b>Council Mission Area:</b> Demonstrate excellent customer service in an efficient manner.		
<b><u>ITEM:</u></b> Consider a resolution authorizing the City Manager to enter into a contract with Harrison Walker & Harper to replace existing flooring and vinyl cove base at Bedford Senior Center in the amount of \$29,239.  City Attorney Review: Yes  City Manager Review: _____		
<b><u>DISCUSSION:</u></b> The flooring at the Bedford Senior center is in very poor condition, over time it has become worn and dated. The flooring is broken, loose, and mismatched throughout the facility. Replacing the flooring at the Senior Center will not only give the facility a more aesthetically pleasing look, it will also make the building safer for our members by reducing trip/slip hazards.  The project bid is through Texas Interlocal Purchasing System/Texas Arkansas Purchasing System (TIPS/TAPS). As a member of the TIPS/TAPS system, the City of Bedford was able to take advantage of their competitive bid system for the replacement of this flooring.  Harrison Walker & Harper is a pre-qualified vendor with TIPS/TAPS, which allows the City to use a vendor with a proven track record.  The color for the project is to be determined. This item was included in the FY 13-14 Budget in an amount of \$42,030 and actual costs are less than the estimate used for the budget process due to pricing obtained through the TIPS/TAPS system.		
<b><u>RECOMMENDATION:</u></b> Staff recommends the following motion:  Approval of a resolution authorizing the City Manager to enter into a contract with Harrison Walker & Harper to replace existing flooring and vinyl cove base at Bedford Senior Center in the amount of \$29,239.		
<b><u>FISCAL IMPACT:</u></b> Facility Maintenance Fund:	\$29,239	<b><u>ATTACHMENTS:</u></b> Resolution Contract

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HARRISON WALKER & HARPER TO REPLACE EXISTING FLOORING AND VINYL COVE BASE AT BEDFORD SENIOR CENTER IN THE AMOUNT OF \$29,239.

WHEREAS, the City Council of Bedford, Texas determines the necessity for the replacement of the roof and siding at the Boys Ranch Activity Center; and,

WHEREAS, the replacement of the roof and siding will provide for a safer and more energy efficient building; and,

WHEREAS, the City Council of Bedford, Texas included this project as a part of the 2011 Certificate of Obligation issuance.

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

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

SECTION 2. That the City does hereby authorize the City Manager to enter into a contract with Harrison Walker & Harper to replace existing flooring at Bedford Senior Center in the amount of \$29,239.

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

PRESENTED AND PASSED the 8th day of April 2014, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

---

Jim Griffin, Mayor

ATTEST:

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Michael Wells, City Secretary

APPROVED AS TO FORM:

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Stan Lowry, City Attorney

**STANDARD FORM OF AGREEMENT  
BETWEEN THE CITY OF BEDFORD AND CONTRACTOR**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ by and between the City of Bedford (hereinafter called OWNER) and

\_\_\_\_\_

of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. PROJECT SCOPE**

The PROJECT for the WORK detailed under the Contract Documents (see Article 8 of this Agreement for items included in the Contract Documents) is generally identified as following:

**Flooring Replacement: Senior Center  
Location: 2817 R. D. Hurt Pkwy  
City of Bedford,  
Tarrant County, Texas**

**Article 2. CONTRACT TIME.**

The Work will be completed 120 calendar days from the date of the "Notice to Proceed" in accordance with paragraph 1.16 of the General Provisions; and, ready for payment in accordance with paragraph 1.51.4 of the General Provisions.

**Article 3. CONTRACT PRICE.**

3.1. OWNER shall pay CONTRACTOR the prices in the CONTRACTOR'S bid proposal plus additional work performed or when authorized by OWNER.

**Article 4. PAYMENT PROCEDURES.**

4.1. Payment to CONTRACTOR will be monthly upon receipt of invoices from the CONTRACTOR. All charges are to be less sales tax as OWNER is tax exempt.

**Article 5. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this agreement, CONTRACTOR makes the following representations:

5.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents and Specifications.

5.2. CONTRACTOR has correlated the results of all such observations and studies with the terms and conditions of the Contract Documents.

5.3. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by OWNER is acceptable to CONTRACTOR.

## **Article 6. MISCELLANEOUS.**

6.1. ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment will release the assignor from any duty or responsibility under the Contract Documents.

6.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.3. TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the charges as have been previously made.

6.4. SUBCONTRACTING:

1. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.

2. CONTRACTOR shall be fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

3. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.

#### **Article 7. GOVERNING LAWS, VENUE.**

The Contract shall be construed according to the laws of the State of Texas; and, venue shall lie in the State district courts of Tarrant County, Texas.

#### **Article 8. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire agreement between the OWNER and CONTRACTOR, same being attached hereto and incorporated herein as Exhibit A, consist of the following:

- 8.1 Standard Form of Agreement.
- 8.2 Performance Bond.
- 8.3 Payment Bond.
- 8.4 Maintenance Bond.
- 8.5 Certificate of Insurance.
- 8.6 General Provisions.
- 8.7 Material, Equipment, and Construction Specifications.
- 8.8 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- 8.9 CONTRACTOR'S Bid Proposal Form.
- 8.10 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to Article 1.20.2 of the General Provisions. The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

#### 8.12 Contractor's References

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Article 1.20.2 of the General Provisions.

#### **Article 9. INDEMNIFICATION.**

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

Executed on behalf of the CONTRACTOR by its owner shown below, and on behalf of the OWNER by its City Manager, or authorized representative, this agreement will be effective

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**OWNER:**

CITY OF BEDFORD  
2000 FOREST RIDGE DRIVE  
BEDFORD, TEXAS 76021

\_\_\_\_\_  
By: Beverly Queen-Griffith, City Manager

**CONTRACTOR:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State & Zip: \_\_\_\_\_

By: \_\_\_\_\_

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

\_\_\_\_\_  
Telephone Number

(City Attorney review if Contracted Service Cost is Greater than \$15,000)

Approved as to Form and Legality this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
City Attorney

CONTRACTOR'S Seal (if incorporated)



# Council Agenda Background

**PRESENTER:** Chuck Carlisle, Risk/Contractual Services Manager

**DATE:** 04/08/14

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

**ITEM:**

Consider a resolution authorizing the City Manager to enter into a contract with Harrison Walker & Harper to replace the ageing roof system at the Facility Maintenance Building in the amount of \$25,261.

**City Attorney Review:** Yes

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

**DISCUSSION:**

The roof at the Facility Maintenance building was installed over thirty years ago. The type of material used at the time is referred to as “rolled” roof. The lifespan of this type of material is relatively short, only eight to ten years. Because of the age and condition of the current roof, the metal decking has begun to show signs of damage. This damage is due to standing water that has collected under the existing roof material. As a result, the building has several areas where water infiltrates into the interior of the building, causing further damage to the facility.

The project bid is through Texas Interlocal Purchasing System/Texas Arkansas Purchasing System (TIPS/TAPS). As a member of the TIPS/TAPS system, the City of Bedford was able to take advantage of their competitive bid system for the replacement of this roof.

Harrison Walker & Harper is a pre-qualified vendor with TIPS/TAPS, which allows the City to use a vendor with a proven track record.

This item was included in the FY 13-14 Budget in an amount of \$16,000. Upon further review of the planned replacement, the selected material was not optimal for long-term wear. The Senior Center flooring replacement, also budgeted in FY 13-14, came in under budget, resulting in savings that will cover the overage for this item.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Harrison Walker & Harper to replace the ageing roof system at the Facility Maintenance Building in the amount of \$25,261.

**FISCAL IMPACT:**

Facility Maintenance Fund: \$25,261

**ATTACHMENTS:**

Resolution  
Contract

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HARRISON WALKER & HARPER TO REPLACE AGEING ROOF SYSTEM AT THE FACILITY MAINTENANCE BUILDING IN THE AMOUNT OF \$25,261.

WHEREAS, the City Council of Bedford, Texas determines the necessity for the replacement of the roof at the Facility Maintenance Building; and,

WHEREAS, the replacement of the roof will provide for a safer and more energy efficient building.

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

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

SECTION 2. That the City does hereby authorize the City Manager to enter into a contract with Harrison Walker & Harper to replace the ageing roof system at the Facility Maintenance Building in the amount of \$25,261.

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

PRESENTED AND PASSED the 8th day of April 2014, by a vote of \_\_ ayes, \_\_ nays and \_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

---

Jim Griffin, Mayor

ATTEST:

---

Michael Wells, City Secretary

APPROVED AS TO FORM:

---

Stan Lowry, City Attorney

**STANDARD FORM OF AGREEMENT  
BETWEEN THE CITY OF BEDFORD AND CONTRACTOR**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ by and between the City of Bedford (hereinafter called OWNER) and

---

of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. PROJECT SCOPE**

The PROJECT for the WORK detailed under the Contract Documents (see Article 8 of this Agreement for items included in the Contract Documents) is generally identified as following:

**Building Reroof: Facility Maintenance  
Location: 1949 Bedford Rd  
City of Bedford,  
Tarrant County, Texas**

**Article 2. CONTRACT TIME.**

The Work will be completed 120 calendar days from the date of the "Notice to Proceed" in accordance with paragraph 1.16 of the General Provisions; and, ready for payment in accordance with paragraph 1.51.4 of the General Provisions.

**Article 3. CONTRACT PRICE.**

3.1. OWNER shall pay CONTRACTOR the prices in the CONTRACTOR'S bid proposal plus additional work performed or when authorized by OWNER.

**Article 4. PAYMENT PROCEDURES.**

4.1. Payment to CONTRACTOR will be monthly upon receipt of invoices from the CONTRACTOR. All charges are to be less sales tax as OWNER is tax exempt.

**Article 5. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this agreement, CONTRACTOR makes the following representations:

5.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents and Specifications.

5.2. CONTRACTOR has correlated the results of all such observations and studies with the terms and conditions of the Contract Documents.

5.3. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by OWNER is acceptable to CONTRACTOR.

## **Article 6. MISCELLANEOUS.**

6.1. ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may limited by law), and unless specifically stated to the contrary in written consent to an assignment will release the assignor from any duty or responsibility under the Contract Documents.

6.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.3. TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the charges as have been previously made.

6.4. SUBCONTRACTING:

1. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.

2. CONTRACTOR shall be fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

3. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.

#### **Article 7. GOVERNING LAWS, VENUE.**

The Contract shall be construed according to the laws of the State of Texas; and, venue shall lie in the State district courts of Tarrant County, Texas.

#### **Article 8. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire agreement between the OWNER and CONTRACTOR, same being attached hereto and incorporated herein as Exhibit A, consist of the following:

- 8.1 Standard Form of Agreement.
- 8.2 Performance Bond.
- 8.3 Payment Bond.
- 8.4 Maintenance Bond.
- 8.5 Certificate of Insurance.
- 8.6 General Provisions.
- 8.7 Material, Equipment, and Construction Specifications.
- 8.8 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- 8.9 CONTRACTOR'S Bid Proposal Form.
- 8.10 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to Article 1.20.2 of the General Provisions. The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

#### 8.12 Contractor's References

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Article 1.20.2 of the General Provisions.

#### **Article 9. INDEMNIFICATION.**

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

Executed on behalf of the CONTRACTOR by its owner shown below, and on behalf of the OWNER by its City Manager, or authorized representative, this agreement will be effective

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**OWNER:**

CITY OF BEDFORD  
2000 FOREST RIDGE DRIVE  
BEDFORD, TEXAS 76021

\_\_\_\_\_  
By: Beverly Griffith, City Manager

**CONTRACTOR:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State & Zip: \_\_\_\_\_

By: \_\_\_\_\_

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

\_\_\_\_\_  
Telephone Number

(City Attorney review if Contracted Service Cost is Greater than \$15,000)

Approved as to Form and Legality this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
City Attorney

CONTRACTOR'S Seal (if incorporated)



# Council Agenda Background

**PRESENTER:** Thomas Hoover, P.E.  
Public Works Director

**DATE:** 04/08/14

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

**ITEM:**

Consider a resolution authorizing the City Manager to utilize the City of Grand Prairie's Pavement Marking Service Contract with Stripe-A-Zone in the amount of \$78,627.48 through a Master Interlocal Cooperative Purchasing Agreement.

**City Attorney Review:** Yes

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

**DISCUSSION:**

On January 28, 2014 the City Council approved a Master Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie. The City of Grand Prairie approved the Interlocal Agreement on March 4, 2014 and executed the contract on March 13, 2014.

Public Works staff would now like to utilize the City of Grand Prairie's current contract with Stripe-A-Zone for this year's Pavement Markings Program through the Master Interlocal Cooperative Purchase Agreement. The estimated cost saving for utilizing Grand Prairie's existing contract with Stripe-A-Zone is approximately \$6,000 for engineering services, staff time, publications, printing, and other administrative costs associated with a competitive bid.

The City of Grand Prairie's contract calls for utilizing reflective pavement markings in keeping with the City of Bedford's current standards. The City's Traffic Operations Manager has an inventory list of the areas to replace the worn out markings in various locations, plus the parts of Cummings Drive and Martin Drive that were recently paved. The contractor, Stripe-A-Zone, will be able to begin the pavement marking work in the late spring when the ground temperatures are above 70 degrees Fahrenheit.

Staff recommends utilizing the City of Grand Prairie's Contract with Stripe-A-Zone through an Interlocal Cooperative Purchasing Agreement. Funding would be paid out of the FY 2013-2014 Street Improvement Economic Development Corporation budget.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to utilize the City of Grand Prairie's Pavement Marking Service Contract with Stripe-A-Zone in the amount of \$78,627.48 through a Master Interlocal Cooperative Purchasing Agreement.

**FISCAL IMPACT:**

Street Improvement Development Corporation	
Budget:	\$100,000
Stripe-A-Zone Contract:	\$78,627.48
Balance Remaining:	\$21,372.52

**ATTACHMENTS:**

Resolution  
Pavement & Marking Quantities  
Items on file with City Secretary's Office:

- Master Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie
- Contract with Stripe-A-Zone

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO UTILIZE THE CITY OF GRAND PRAIRIE'S PAVEMENT MARKING SERVICE CONTRACT WITH STRIPE-A-ZONE IN THE AMOUNT OF \$78,627.48 THROUGH A MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT.

WHEREAS, the City Council of Bedford, Texas has determined that new pavement markings are necessary for the health and safety of its citizens; and,

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

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to utilize the City of Grand Prairie's Pavement Marking Service Contract with Stripe-A-Zone in the amount of \$78,627.48 through a Master Interlocal Cooperative Purchasing Agreement.

SECTION 3. That funding will come from the Street Improvement Economic Development Corporation Fund.

PRESENTED AND PASSED this 8th day of April, 2014, by a vote of \_\_\_ ayes, \_\_\_ nays, and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

\_\_\_\_\_  
Jim Griffin, Mayor

ATTEST:

\_\_\_\_\_  
Michael Wells, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Stan Lowry City Attorney

## 2014 PAVEMENT MARKING PROGRAM

Thermo	Price	Quantity		Amount
4" Solid Yellow (L.F.)	\$0.46	51,738	LF	\$23,799.48
4" Skip Yellow (L.F.)	\$0.53	5,544	LF	\$2,938.32
4" White (L.F.)	\$0.46	17,942	LF	\$8,253.32
12" White (L.F.)	\$3.20	1,460	LF	\$4,672.00
24" White (L.F.)	\$4.40	4,870	LF	\$21,428.00
<b>Arrow's</b>				
Right Arrow (Each)	\$90.00	5	E	\$450.00
Left Arrow (Each)	\$90.00	17	E	\$1,530.00
Straight (Each)	\$90.00	0	E	\$0.00
Straight & right (Each)	\$95.00	0	E	\$0.00
Straight & Left (Each)	\$95.00	2	E	\$190.00
<b>Text</b>				
Only (Each)	\$100.00	19	E	\$1,900.00
Stop (Each)	\$100.00	1	E	\$100.00
Left (Each)	\$100.00	0	E	\$0.00
Ahead (Each)	\$100.00	1	E	\$100.00
Thru (Each)	\$100.00	1	E	\$100.00
<b>Preperation</b>				
4" (L.F.)	\$0.20	13304	LF	\$2,660.80
12" (L.F.)	\$0.80	280	LF	\$224.56
24" (L.F.)	\$1.55	1300	LF	\$2,015.00
Arrow's (Each)	\$15.00	4	E	\$60.00
Text (Each)	\$18.00	4	E	\$72.00
<b>Raised Pavement</b>				
Two Way (Each)	\$3.50	1272	E	\$4,452.00
One Way (Each)	\$3.50	1052	E	\$3,682.00
				<b>\$78,627.48</b>



# Council Agenda Background

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

**DATE:** 04/08/14

**Council Mission Area:** Encourage citizen involvement.

**ITEM:**

Consider a resolution authorizing the City Manager to enter into a contract with Western Enterprises Inc. for the 2014 4thFest Fireworks Program in the amount of \$29,000.

**City Attorney Review:** Yes

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

**DISCUSSION:**

Western Enterprises has been the pyrotechnic company for 4thFest for 20 years. This contract is considered a professional services contract; therefore, it is not subject to competitive bidding. Due to the highly technical nature of this work and the ability to safely provide the program and all of the necessary clearances, it is the staff's recommendation that the City use the same company that has a working knowledge of the site and surroundings. Western Enterprises has maintained an excellent working relationship with the Fire Department and the State Fire Marshal's Office in providing this service.

The price for the service has not increased since 2008.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Western Enterprises Inc. for the 2014 4thFest Fireworks Program in the amount of \$29,000.

**FISCAL IMPACT:**

\$29,000 from the FY 2014 4thFest Budget

**ATTACHMENTS:**

Resolution  
Western Enterprise Contract

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WESTERN ENTERPRISES INC. FOR THE 2014 4THFEST FIREWORKS PROGRAM IN THE AMOUNT OF \$29,000.

WHEREAS, the City Council of Bedford, Texas desires to include a fireworks display at the annual 4thFest Celebration; and,

WHEREAS, the City Council of Bedford, Texas recognizes that Western Enterprises, Inc. has been the pyrotechnic company for 4thFest for 20 years.

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

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

SECTION 2. That the City Council does hereby approve the contract and authorizes the City Manager to enter into a contract with Western Enterprises in the amount of \$29,000 for the 2014 4thFest Fireworks Program.

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

PRESENTED AND PASSED this 8th day of April 2014, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

\_\_\_\_\_  
Jim Griffin, Mayor

ATTEST:

\_\_\_\_\_  
Michael Wells, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Stan Lowry, City Attorney

**Please date, sign, and return this copy. Thank You!**  
**2014 FIREWORKS PRODUCTION CONTRACT**

1. This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **WESTERN ENTERPRISES, INC.**, designated herein as the "**SELLER**", and the **CITY OF BEDFORD**, designated herein as the "**PURCHASER**" for a fireworks production to be held on **JULY 4, 2014**.
2. **SELLER** will secure, prepare and deliver said fireworks as outlined in "Attachment A", or will make necessary substitutions of equal or greater value. **SELLER** will include the services of a Pyrotechnic Operator to take charge of, set up and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applicable.
3. **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material, which might not have ignited. Any such material, found by any person other than the Operator, shall be turned to the Operator for safekeeping or disposal of said material.
4. **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location. **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances. **PURCHASER** also agrees to have a fire truck available on location during the display.
5. A Certificate of Insurance covering the fireworks display will be provided by the **SELLER** upon signing of the contract, for coverage in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** broad form, bodily injury and property damage liability, Statutory Workers Compensation Coverage, Comprehensive Automobile Liability in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** Combined Single Limit. **PURCHASER** agrees to provide a complete list of all Additional Insureds to be named on the certificate.
6. It is agreed and understood that the **PURCHASER** will pay to the **SELLER** the sum of **TWENTY-NINE THOUSAND DOLLARS AND NO/100 (\$29,000.00)** to be paid as follows: **30% (\$8,700.00)** of the purchase price will be paid by **PURCHASER** at the time of signing this contract. The balance of the purchase price will be paid within fifteen (15) days after the date of the display. If payment is made in full by May 15, 2012, a five percent (5%) discount will apply. That discount can be deducted from the total contract price, or the **PURCHASER** may elect to receive that amount of extra pyrotechnic product in lieu of the discount. Unpaid accounts are subject to one percent (1%) interest charge per month after fifteen days.
7. In the event of inclement weather or other adverse conditions, so as to cause postponement of the display it is agreed and understood that **PURCHASER** will notify **SELLER** regarding the postponement date, normally the following night, or at some future date within the calendar year. If the **PURCHASER** will not re-schedule the display within the calendar year, or completely cancels the display, the **PURCHASER** agrees that **SELLER** will retain the thirty percent (**30%**) payment described in paragraph #6 as full payment for cancellation of the display. It is understood and agreed that **SELLER** shall be solely responsible for failure of the performance of the fireworks display for any reason under **SELLERS** control.
8. Witness whereof, we have caused our signatures to be affixed to this Document, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WESTERN ENTERPRISES, INC.**  
**SELLER**

**CITY OF BEDFORD**  
**PURCHASER**

BY: \_\_\_\_\_  
Authorized agent

BY: \_\_\_\_\_  
Authorized agent



**Item:** Attachment "A"  
**Date:** 5 March 2014  
**Event:** City of Bedford, Texas  
July 4, 2014

The following is a script synopsis of product used for the City of Bedford's July 4, 2014 production. Western Enterprises attests that the exact numbers of product provided below will be used for this year's July 4, 2014 pyrotechnic production. An excel document script illustrating the "Product Summary" will be provided to the City of Bedford for this year's production reflecting the numbers below.

#### PRODUCT SUMMARY - EQUIPMENT RECAP

Bedford, Texas 2014

##### MAIN SHOW AERIALS

700	3"	70 3" Racks/10
590	4"	118 - 4" Racks/5

1,290 Main Show Aerials

##### GRAND FINALE AERIALS

340	3"	34 - 3" Racks/10 = 1,040 TOTAL 3" - 104 = Total 3-Inch Racks/10
120	4"	24 - 4" Racks/5 = 710 TOTAL 4" - 142 = Total 4-Inch Racks/5
2	MS	2 - Multiple-Shots Used: 1 150/SH and 1 49-SH Thunder

462 Grand Finale Aerials

1,752 Total Aerials/Effects Used In Production



# Council Agenda Background

**PRESENTER:** Eric Valdez, Recreation Manager

**DATE:** 04/08/14

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

**ITEM:**

Consider a resolution authorizing the City Manager to enter into a lease agreement for one year with the Tri-Cities Baseball Association for the purposes of having league games and practice at both the Boys Ranch Park and the Meadowpark Athletic Complex.

**City Attorney Review:** Yes

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

**DISCUSSION:**

Tri-Cities Baseball has utilized the baseball fields at both the Boys Ranch Park and the Meadowpark Athletic Complex for many years. Tri-Cities baseball provides a schedule before the beginning of each season. Tri-Cities Baseball also requests the use of the Meadowpark Athletic Complex on Saturday mornings for practice during the season. Each year, over 180 games are scheduled to be played on City of Bedford baseball fields. Per the contract, the City will prepare all fields, including the mowing, field lining, weed control, fertilization, and irrigation. The City will also maintain all backstops, fences, gates, scoreboards and lighting.

Tri-Cities will be responsible for the provision of bases and any related equipment necessary for play, as well as the collection of litter after the games around the bleachers, dugouts and concession stand. Per the lease agreement, each season Tri-Cities will pay the City \$7.50 per player that is a City of Bedford participant. Also included in the agreement are provisions for Tri-Cities to operate the concession stand and, in return, they agree to remit to the City 5% of their gross sales. Last year, Tri-Cities remitted to the City a total of \$3,622.50. This amount accounts for the 483 athletes that took part in both the fall and spring baseball leagues combined.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a lease agreement for one year with the Tri-Cities Baseball Association for the purposes of having league games and practice at both Boys the Ranch Park and the Meadowpark Athletic Complex.

**FISCAL IMPACT:**

General Fund Revenue – Approximately \$3,622.50

**ATTACHMENTS:**

Resolution Agreement

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT FOR ONE YEAR WITH THE TRI-CITIES BASEBALL ASSOCIATION FOR THE PURPOSES OF HAVING LEAGUE GAMES AND PRACTICE AT BOTH THE BOYS RANCH PARK AND THE MEADOWPARK ATHLETIC COMPLEX.

WHEREAS, the City Council of Bedford, Texas determines the necessity to enter into a lease agreement for one year with Tri-Cities Baseball Association for the purpose of having league games and practice at both the Boys Ranch Park and the Meadowpark Athletic Complex; and,

WHEREAS, the City Council of Bedford, Texas desires to provide supervision of the lease agreement with Tri-Cities Baseball so as to be responsive to the needs of the community.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a lease agreement for one year with the Tri-Cities Baseball Association for the purpose of having league games and practice at both the Boys Ranch Park and the Meadowpark Athletic Complex.

SECTION 3. That this resolution shall take effect from and after April 8, 2014.

PRESENTED AND PASSED this 8th day of April 2014, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

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Jim Griffin, Mayor

ATTEST:

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Michael Wells, City Secretary

APPROVED AS TO FORM:

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Stan Lowry, City Attorney

## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, made as of the 8th day of April 2014, by and between the City of Bedford, Texas (herein called "Landlord"), and Tri-Cities Baseball Association, (herein called "Tenant").

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

Boys Ranch Park Baseball Fields  
2801 Forest Ridge Dr.  
Bedford, TX 76021

Meadowpark Athletic Complex  
3200 Meadowpark  
Bedford, TX 76021

The subject property is herein called the "Leased Premises" or the "Leased Property". The Leased Premises includes the exclusive use of the baseball fields as further described below. Tenant shall use the Leased Premises for games only. No other activities are allowed.

The following, hereto and incorporated herein by reference constitute the provisions of the Lease.

### 1. GENERAL PROVISIONS

- (a) Landlord's Address: 2000 Forest Ridge Drive  
Bedford, TX 76021-1895
- (b) Tenant's Address: PO Box 274  
Hurst, TX 76053
- (c) The term of the Lease shall commence on the date of its execution and shall expire one (1) year from the date of the execution, (the "Expiration Date"). Should Tenant desire to renew the Lease, it shall submit a written request to renew at least sixty (60) days prior to the Expiration Date. If the Tenant does not wish to renew the contract the Tenant shall not have access to the Leased Premises after the Expiration Date. The Landlord shall have sole discretion on whether to renew the Lease. Notwithstanding the foregoing, either the Landlord or Tenant may terminate this Lease, with or without cause, by giving the other party forty-five (45) days written notice.
- (d) During the Lease term, the Tenant shall have access to the Leased Premises for all games as outlined in the leagues season schedule. The league schedule will be provided to Landlord at least 14 days prior to the start of each season. The Tenant shall also have access to the Meadowpark Athletic Complex for practice on Saturday mornings during the season. Tenant shall have no right or access to the Leased Premises at any other time unless the Landlord grants written consent. All requests for use of the Leased Premises other than times outlined in lease must be

made to Landlord in writing a minimum of two (2) weeks prior to the event date.

- (e) Tenant shall pay the Landlord \$7.50 per City of Bedford participant, per league, per season for use of the baseball fields. Rosters of league participants will be required to be remitted with the payment. The tenant shall also pay 5% of gross concession sales.
- (f) The Landlord requires that the Tenant will ensure all coaches be certified by the National Youth Sports Coaches Association training program.
- (g) The Landlord has sole authority on decisions regarding field playability; this includes calls regarding weather, maintenance issues or other unforeseen circumstances.

## **2. TENANT'S PERSONAL PROPERTY**

Landlord agrees that storage for any equipment be allowed on premises in designated areas.

## **3. AFFIRMATIVE COVENANTS OF TENANT**

Tenants covenant that they shall:

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

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

3.3 give to Landlord prompt notice of any accident or damage occurring on Leased premises.

3.4 have no authority to sublease, or allow the use of, the Leased Premises to any one or any entity, without prior express written consent of the Landlord. To this end, at the date of execution of this Lease Agreement, the Tenant hereby affirms that it has no sub-lease agreement with any persons or entities, any Sub-Lessee shall be liable for all terms and conditions of this Lease.

## **4. DAMAGE TO LEASED PREMISES**

If the Leased Premises shall be damaged the Tenant shall be held responsible for repairs to Leased Premises. This includes damages to grass (outside of the normal wear and tear for normal use). The tenant agrees to pick up any trash from location at the conclusion of all utilization. The tenant agrees to pay the city for labor should additional cleanup be required.

## **5. ALTERATIONS**

Tenant shall make no changes or structural alterations to Leased Premises without prior written consent from Landlord.

## **6. Maintenance**

6.1 the Tenant agrees to provide bases and related equipment necessary for play, provide officials, assume responsibility of all litter inclusive of the playing area, dugouts, fences, bleachers and concession area at the end of each game day.

6.2 the Landlord agrees to prepare all fields, including mowing of infield and outfield, lining fields, weed control, fertilizing and irrigation. The Landlord will also maintain all backstops, fences, gates, scoreboards and lighting.

## **7. ALCOHOL**

No alcoholic beverages will be used, allowed or brought on to leased premises.

## **8. INDEMNIFICATION AND INSURANCE RIGHTS**

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

B. Tenant shall take out and keep in force during the term hereof, without expense to Landlord with an insurance company, qualified to do business in the State of Texas or other company acceptable to Landlord, comprehensive general Commercial Liability Insurance, in the name of the Tenant and name of Landlord as additional insured against any liability for injury to or death of persons resulting from any occurrence in or about the Lease Premises and for the damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than,

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

True copies of said policies or certificates thereof showing the premium thereunto have been paid shall be delivered to Landlord upon execution of the Lease Agreement. If

tenant fails to procure and keep in force such insurance, Tenant shall not be allowed to operate on Leased Premises.

**9. LANDLORDS ACCESS TO LEASED PREMISES**

At all times the Landlord shall have access to the Leased Premises for the purpose of site assessment, maintenance, repairs or any other reason deemed appropriate by Landlord. Landlord agrees to use all reasonable efforts to not interfere with Tenants use of the Leased Premises.

**10. ASSIGNMENT**

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

**11. NOTICES**

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

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

If to Tenant: Tri-Cities Baseball Association  
PO Box 274  
Hurst, TX 76053

**12. VENUE**

Landlord Tenant agrees to venue in Tarrant County, Texas

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2014

Landlord: City of Bedford  
By: \_\_\_\_\_  
Beverly Griffith  
City of Bedford

Tenant: Tri-Cities Baseball Organization  
By: \_\_\_\_\_