

A G E N D A

**Regular Meeting of the Bedford City Council
Tuesday, January 10, 2017
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021**

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

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

COUNCIL CHAMBER WORK SESSION

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

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Williams, TW Survey A1735 Tr 6C02, also known as, 1805 L. Don Dodson Drive.**
- b) Pursuant to Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Economic Development Agreement with Suns Field Development.**
- c) Pursuant to Section 551.074, personnel matters - City Manager search**

REGULAR SESSION

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Pastor Jeff Baldwin, The Refuge Family Church)

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS/UPCOMING EVENTS

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

- 1. Proclamation declaring the week of January 7 - 14, 2017 as Football Week in the City of Bedford.**

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:
 - a) December 13, 2016 regular meeting

NEW BUSINESS

3. Public hearing and consider an ordinance to rezone Lot 2R, Block 4, Uptown Bus & Prof Center Addition, located at 813 Brown Trail, Suite #2, Bedford, Texas from Service Commercial (S) to Service Commercial/Specific Use Permit/Church (S/SUP), specific to Section 3.2.C(2)a of the City of Bedford Zoning Ordinance, allowing for The Change Church to operate an approximately 1,430 square foot church within the existing business center. The property is generally located east of Uptown Boulevard, west of Brown Trail and south of Plaza Boulevard. (PZ-SUP-2016-50071)
4. Public hearing and consider an ordinance to rezone Lot 35, Block 1, West Bellvue Addition, located at 849 Brown Trail, Bedford, Texas from Service Commercial (S) to Residential 7500 (R75), specific to Section 3.2.C(1)a of the City of Bedford Zoning Ordinance, allowing for Darla Smith to rezone the existing residence back to residential. The property is generally located northwest of Hurst Drive, west of Brown Trail and south of Cheryl Avenue. (PZ-ZC-2016-50077)
5. Public hearing and consider an ordinance to amend Ordinance Number 10-2978 of the Bedford Comprehensive Land Use Plan (2010) for a parcel from Commercial Focus Area to Residential. The parcel is known as Lot 35, Block 1, West Bellvue Addition. The property is generally located northwest of Hurst Drive, west of Brown Trail and south of Cheryl Avenue. (PZ-ZA-2016-A-043)
6. Public hearing and consider a resolution authorizing the City Manager to pursue grant funding from the Tarrant County Community Development Block Grant (CDBG) 43rd Year Program for roadway improvements on Bedford Court East from Brown Trail to Dora Street.
7. Consider a resolution authorizing the City Manager to enter into a contract with Badger Meter Inc., dba National Meter and Automation (Badger), in the amount of \$14,375,863.79 for the Automated Meter Reading (AMR) System Project, SWIFT 16-03.
8. Consider a resolution authorizing the City Manager to enter into an agreement with Kimley-Horn and Associates, Inc. in an amount not to exceed \$24,000 for engineering design of the step-up transformer for the Simpson Terrace Well and construction contract administration.
9. Consider a resolution authorizing the City Manager to enter into an interlocal agreement with Tarrant County for street improvements on Brown Trail from Harwood Road to the Bedford/Colleyville city limits and Tibbets Drive from Hospital Parkway to the Bedford/Eules city limits.
10. Consider a resolution authorizing the City Manager to enter into an agreement with CGI Communications, Inc. for the Community Video Program.
11. Accepting Council Member resignation and discussion/approval of Council procedures to fill Council vacancy.
12. Consider a resolution authorizing the appointment of Council Member Place 4 for an unexpired term ending at the next General Election.

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

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

14. Council member Reports

15. City Manager/Staff Reports

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Williams, TW Survey A1735 Tr 6C02, also known as, 1805 L. Don Dodson Drive.
- b) Pursuant to Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Economic Development Agreement with Suns Field Development.
- c) Pursuant to Section 551.074, personnel matters - City Manager search

16. 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, January 6, 2017 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

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



Council Agenda Background

PRESENTER: Mayor Jim Griffin

DATE: 01/10/17

Council Recognition

ITEM:

Proclamation declaring the week of January 7 - 14, 2017 as Football Week in the City of Bedford.

DISCUSSION:

Football fever has hit the DFW Metroplex once again. For the second year, the College Gridiron Showcase (CGS) will be returning to Bedford. The event, featuring on-field and educational sessions for top football prospects will take place January 7 - 11.

CGS is a college post-season showcase for NFL Draft-eligible players across all college football divisions. CGS selects their prospects via a panel of football experts. Players will convene in Bedford for five days and four nights to be evaluated by professional football league scouts. The players receive professional coaching, mentoring, life coaching and seminars that will benefit them as they move forward in their professional lives in or out of football.

Expanding upon its previous successful partnership, the City will facilitate a series of events to further align CGS with local businesses and the Bedford community at large.

All practices and scrimmages held at Pennington Field are free and open to the public viewing.

Special Events Manager Wendy Hartnett will accept the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

Whereas, the College Gridiron Showcase is a college post-season showcase for NFL Draft eligible players across all college football divisions; and

Whereas, the College Gridiron Showcase will convene in Bedford in 2017 bringing 250 draft eligible college players as well as undrafted free agents for five days and four nights to be evaluated by NFL scouts from across the country and receive professional coaching, mentoring, life coaching and seminars that will benefit them as they move forward in their professional lives; and

Whereas, the College Gridiron Showcase allows the City of Bedford to foster economic growth by displaying its assets and businesses friendly atmosphere to a national audience; and

Whereas, the City of Bedford is encouraging citizens to get involved by allowing access to all practices and scrimmages held at Pennington Field. All events are free and open to the public.

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 January 7 - 14, 2017 as:

Football Week

in the City of Bedford and urge all residents and businesses to visit CGSallstar.com for more information and to view a complete roster of the NFL prospects joining us this week.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
10th day of January, 2017.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 01/10/17

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) December 13, 2016 regular meeting

DISCUSSION:

N/A

ATTACHMENTS:

December 13, 2016 regular meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:30 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 13th day of December, 2016 with the following members present:

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

constituting a quorum.

Councilmember Champney was absent from the meeting.

Staff present included:

Roger Gibson	City Manager
Kelli Agan	Assistant City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Chuck Carlisle	Fleet and Facility Manager
Gary Clopton	Information Technology Manager
Sean Fay	Fire Chief
Jeff Florey	Tourism Program Coordinator
Natalie Foster	Public Information Officer
Jeff Gibson	Police Chief
Don Henderson	Parks Superintendent
Wendy Hartnett	Special Events Manager
Maria Redburn	Library Director
Bill Syblon	Economic Development Director
Eric Valdez	Community Services Manager

COUNCIL CHAMBER WORK SESSION

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

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

Council discussed placing the following items on consent: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14.

Police Chief Jeff Gibson presented information regarding Item #5, which is to convert from the L-3 operating system to WatchGuard. This item includes the implementation of 36 body cameras and replacing the Department's in-car camera systems, as well as the cameras in the DUI and Criminal Investigation Division interview rooms. There have been difficulties with the L-3 system, including service, and staff reached out to other agencies who formally had L-3 and are pleased with WatchGuard. In answer to questions from Council, Chief Gibson stated that when the item was brought to Council for approval during the budget process, staff did not have a dollar figure for the redaction software; that the final proposal came in \$3,000 under budget and the redaction software is approximately \$6,000; that staff is requesting an additional \$3,000 for the redaction software; that the redaction software is the same product line as WatchGuard; that there would be enough body cameras for every officer dealing with law enforcement work; and that there is a different price for motorcycle cameras because they have to be

built to address environmental concerns. There was discussion regarding the pricing on the contract; getting good use out of the cameras; and that the body cameras will also serve as microphones.

Information Technology Manager Gary Clopton presented information regarding Item #6. The D-Link switches that comprise the City's Information Technology (IT) network will not support Voice over Internet Protocol (VoIP) telephone systems. The majority of these switches are old and are no longer supported by their manufacturer. Historically, the IT Department has had to utilize these switches until failure was imminent because of budgetary restraints. This has resulted in a switch fleet that is old with a wide array of models in service, which makes the network very difficult to manage. Further, staff has only been able to afford economy grade equipment, which is not as reliable as enterprise brands such as Cisco. He stated the trend in telephones is a move to VOIP technology and with the paradigm shift that is occurring with cloud computing and big data, the network infrastructure is more important than ever. The previous summer, staff reviewed the entire network infrastructure and developed a plan to upgrade the entire network to an appropriate level that is scalable for future growth. The goal is to replace unreliable equipment and improve the design of the network, while maintaining aspects of the network architecture that work well. Among the things this project will offer include significant improvement to intrusion protection; prevent rogue devices from being plugged into the network; ease of management, as currently there are dozens of interfaces to manage; an increase in network reliability as Cisco makes a better, more reliable product; and the ability to implement a VoIP telephone system by migrating to a uniform Cisco environment. This will allow for the implementation of a VOIP telephone system. Further, there are several different models of switches in service on the network, many of which have reached end of life and are no longer supported by the manufacturer.

Fleet and Facility Manager Chuck Carlisle presented information regarding Item #7, which is to replace a 16-year old Dodge truck, with 72,000 miles and 122 Decision Tree points on it. The new vehicle will fulfill the needs of Facility Maintenance and would operate maintenance-free. The current truck would cost as much to repair as it would be worth at auction.

Mr. Carlisle presented information regarding Item #8, which is for a 26-foot scissor lift. It would be utilized in any areas where staff has to work high in the ceiling, such as changing light bulbs and repairing heaters. The lift would eliminate the need to use taller ladders and so would be safer. Currently, staff utilizes bucket trucks to change lights in the bays. In answer to questions from Council, Mr. Carlisle stated that they rented a lift the previous year and many different departments requested to use it; and that it would not be feasible to rent a lift every time they needed to change a light bulb.

Parks Superintendent Don Henderson presented information regarding Item #9, which is to replace Unit #43, a 17-year old vehicle with 90,000 miles and 134.8 Decision Tree points on it. The vehicle would be sold at auction. In answer to questions from Council, Mr. Henderson stated that the Department started replacing all half-ton vehicles with F-250s and quarter-ton trucks as they can pull equipment and supplies, and they seem to last longer; and the reason the current truck has lasted so long is that since it was so weak, it was not used to pull equipment.

Mr. Henderson presented information regarding Item #10, which is to replace Unit #130, a 15-year old mower with 152.5 Decision Tree points. Unit #130 would then replace the current backup mower. Staff will always keep one mower as a backup in case of weather issues or if something happens to one of the frontline mowers.

Mr. Henderson presented information regarding Item #11, which is for four sunshades at the Meadow Park soccer fields. A cement pad would be poured, and bleachers and the sunshades would be installed on top of them. The sunshades are ten feet by twenty feet while the bleachers are 15 feet. In answer to a question from Council, Mr. Henderson stated that the current sunshade at Meadow Park is 20 years old and he expects the same life expectancy from the new ones.

Mayor Griffin adjourned the Work Session at 5:52 p.m.

EXECUTIVE SESSION

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

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

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations relative to Williams, TW Survey A1735 Tr 6C02, also known as, 1805 L. Don Dodson Drive; Section 551.087, deliberation regarding economic development negotiations relative to Block 3R Lot 1A &1B1 Bedford Forum Addition; Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Elections held pursuant to Chapter 501 of the Texas Election Code; Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Economic Development Agreement with Suns Field Development; and Section 551.074, personnel matters - City Manager search at 5:59 p.m.

Council reconvened from Executive Session at 6:30 p.m. Council was unable to finish the Executive Session and will convene again at the end of the Regular Session

REGULAR SESSION

The Regular Session began at 6:33 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order. He stated that Councilmember Champney was unable to attend the meeting. He discussed the funeral for Fire Lieutenant Keith Long, who passed away after a lengthy illness. The funeral itself was held in Alvord and there was a processional at Pennington Field with multiple agencies from across the Metroplex. He thanked the other agencies that supported Bedford's fire stations while the City's firefighters attended the service. He further thanked the agencies that participated in the ceremony and showed their respect a for fellow firefighter.

INVOCATION (Pastor Jeff Baldwin, The Refuge Family Church)

Pastor Jeff Baldwin of The Refuge Family Church gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the flags of the United States and Texas were given.

ANNOUNCEMENTS/UPCOMING EVENTS

Public Information Officer Natalie Foster reported that the City will have a drop-off location for Christmas trees from December 26, 2016 through January 9, 2017 at Meadow Park. She stated that City Offices will be closed for the Christmas holiday beginning at noon on Thursday, December 22 through Monday, December 26, 2016. The College Gridiron Showcase will be returning to Bedford with an on-field and educational session for top football prospects. The Showcase will be kicked off with a "Its Time Texas" rally, which is a 12-week program that mobilizes schools, businesses and communities towards the common goal of transforming the communities' health. The Showcase and rally will begin at the Texas

Health fitness center at 11:00 a.m. January 17, 2017 with a fun-walk to Pennington Field, which will have food, music and games.

OPEN FORUM

Nobody chose to speak during Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Sartor, seconded by Councilmember Turner, to approve the following items by consent: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14.

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

COUNCIL RECOGNITION

1. Employee Service Recognition

No employees were present to receive recognition.

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

Mayor Griffin read a proclamation declaring the City of Bedford's participation in the 2017 It's Time Texas Community Challenge. Special Events Manager Wendy Hartnett and Community Services Manager Eric Valdez accepted the proclamation. Ms. Hartnett stated that It's Time Texas is from January 9 to March 31, 2017 and the rally will be the first sanctioned event so the City will earn points. Mr. Valdez stated that registrants in the Challenge can be businesses, schools, faith-based organizations or individuals. Individuals can earn points by taking "healthy selfies," using a fitness tracker or hosting a community event. Schools can earn points by pledging to conduct healthy activities. Faith-based organizations can take a pledge to earn points. The Boys Ranch Activity Center and Senior Center have numerous programs that are listed in the Bedford Connection, and there are opportunities throughout the community to gain points.

APPROVAL OF THE MINUTES

3. Consider approval of the following City Council minutes:

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

This item was approved by consent.

NEW BUSINESS

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

This item was approved by consent.

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

This item was approved by consent.

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

This item was approved by consent.

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

This item was approved by consent.

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

This item was approved by consent.

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

This item was approved by consent.

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

This item was approved by consent.

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

This item was approved by consent.

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

This item was approved by consent.

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

This item was approved by consent.

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

This item was approved by consent.

- 15. Consider a resolution of the City Council of the City of Bedford, Texas approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with B&B Family Limited Partnership.**

Motioned by Councilmember Gebhart, seconded by Councilmember Turner, to approve a resolution of the City Council of the City of Bedford, Texas approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with B&B Family Limited Partnership.

Motion approved 5-0-0. Mayor Griffin declared the motion carried. Councilmember Farco was not present for the vote.

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

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

Councilmember Fisher reported that the Board will meet before the end of the year. The memorial service for Board Member Barbara Richardson was held the previous Saturday at Concordia Lutheran Church and she will be missed greatly.

✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner reported that the Commission last met on November 21, 2016. They set calendar dates for events in 2017, including Clean Up Bedford Day scheduled for April 29, 2017.

✓ **Community Affairs Commission - Councilmember Farco**

No report was given.

✓ **Cultural Commission - Councilmember Champney**

Mayor Griffin stated a "cute fest" was held on Saturday at the Boys Ranch Activity Center with 30 vendors. There will be a gala at the Central Arts of Bedford on the following Saturday.

✓ **Library Advisory Board - Councilmember Farco**

Councilmember Farco reported on the HEBreads' more Reading Challenge being held from December 13, 2016 to January 13, 2017. He thanked the Library staff for the great job they did during the Christmas Tree lighting. He further thanked staff for all that they do and he wished them a Merry Christmas and a Happy New Year. He thanked the first responders that will be working on Christmas and New Year. He stated that 2016 was great and wished everybody Merry Christmas and Happy Holidays on behalf of him and his family.

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

No report was given. Mayor Griffin discussed pursuing an idea presented by Board Member Randy Newby who was in attendance.

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

No report was given.

✓ **Senior Citizen Liaison - Councilmember Turner**

Councilmember Turner reported the Senior Center luncheon was held on December 9, 2016, with approximately 250 people in attendance, and a great time was had by all.

17. Council member Reports

Councilmember Fisher stated that he did not know Lieutenant Long but by all accounts, and with all the tribute held in his honor, it meant he was something special for the City, and his sentiment goes out to all first responders. He discussed the type of person Lieutenant Long must have been to not only have a three to four-mile procession but to shut down a freeway. It was a touching tribute and the last call going over the radio was a touching moment. His prayers went out to Lieutenant Long, his family, and all first responders.

Councilmember Sartor wished staff, first responders and his fellow members of Council a Merry Christmas and Happy New Year.

Councilmember Gebhart gave his condolences to the Long family and stated it was a touching tribute to a servant in the community. He is truly thankful for the men and women who serve and put their lives on the line. He discussed the passing the previous Friday of Lester Biggers, who was a good friend to the neighborhood on Merrill Drive. He was well-loved, a great neighbor, a longtime resident and friend of

Bedford, and a supporter of the Library. His life will be celebrated the following day and in lieu of flowers, the family is asking for donations to the Union Gospel Mission or the Library. He wished everybody a Merry Christmas and a Happy New Year.

18. City Manager/Staff Reports

City Manager Roger Gibson thanked Council for the words and recognition for Lieutenant Long. He was truly a terrific individual who regularly received recognition at the annual Fire Banquet. He was a genuinely a good person and a gentleman. It was important the entire Fire Department got to pay their respects and he thanked the other area departments that served in Bedford's fire stations.

On behalf of all City employees, he wished the Council and City Attorney a Merry Christmas.

EXECUTIVE SESSION

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Council reconvened from Executive Session at 7:57 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.

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

Item #15 was voted on during the Regular Session.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 7:58 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 01/10/17

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

ITEM:

Public hearing and consider an ordinance to rezone Lot 2R, Block 4, Uptown Bus & Prof Center Addition, located at 813 Brown Trail, Suite #2, Bedford, Texas from Service Commercial (S) to Service Commercial/Specific Use Permit/Church (S/SUP), specific to Section 3.2.C(2)a of the City of Bedford Zoning Ordinance, allowing for The Change Church to operate an approximately 1,430 square foot church within the existing business center. The property is generally located east of Uptown Boulevard, west of Brown Trail and south of Plaza Boulevard. (PZ-SUP-2016-50071)

City Attorney Review: N/A

DISCUSSION:

The subject property is generally bound by Pipeline Road to the south, Brown Trail to the east and Uptown Boulevard to the west, with the site currently a multi-tenant commercial building. The applicant is requesting to rezone the area to (S/SUP) Service Commercial/Specific Use Permit/Church, allowing for The Change Church to occupy Suite #2 within the commercial center.

The Planning and Zoning Commission recommended approval of this application at their December 8, 2016 meeting by a vote of 7-0-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone Lot 2R, Block 4, Uptown Bus & Prof Center Addition, located at 813 Brown Trail, Suite #2, Bedford, Texas from Service Commercial (S) to Service Commercial/Specific Use Permit/Church (S/SUP), specific to Section 3.2.C(2)a of the City of Bedford Zoning Ordinance, allowing for The Change Church to operate an approximately 1,430 square foot church within the existing business center. The property is generally located east of Uptown Boulevard, west of Brown Trail and south of Plaza Boulevard. (PZ-SUP-2016-50071)

FISCAL IMPACT:

N/A

ATTACHMENTS:

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

ORDINANCE NO. 17-

AN ORDINANCE TO REZONE LOT 2R, BLOCK 4, UPTOWN BUS & PROF CENTER ADDITION, LOCATED AT 813 BROWN TRAIL, SUITE #2, BEDFORD, TEXAS FROM SERVICE COMMERCIAL (S) TO SERVICE COMMERCIAL/SPECIFIC USE PERMIT/CHURCH (S/SUP), SPECIFIC TO SECTION 3.2.C(2)A OF THE CITY OF BEDFORD ZONING ORDINANCE, ALLOWING FOR THE CHANGE CHURCH TO OPERATE AN APPROXIMATELY 1,430 SQUARE FOOT CHURCH WITHIN THE EXISTING BUSINESS CENTER. THE PROPERTY IS GENERALLY LOCATED EAST OF UPTOWN BOULEVARD, WEST OF BROWN TRAIL AND SOUTH OF PLAZA BOULEVARD. (PZ-SUP-2016-50071)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Zoning Ordinance be rezoned for property known as Lot 2R, Block 4, Uptown Bus & Prof Center Addition, located at 813 Brown Trail, Suite #2, Bedford, Texas from Service Commercial (S) to Service Commercial/Specific Use Permit/Church (S/SUP), specific to Section 3.2.C(2)a of the City of Bedford Zoning Ordinance, allowing for The Change Church to operate an approximately 1,430 square foot church within the existing business center. The property is generally located east of Uptown Boulevard, west of Brown Trail and south of Plaza Boulevard. (PZ-SUP-2016-50071)

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

- SECTION 1.** That the findings above are found to be true and correct, and are incorporated herein.
- SECTION 2.** That Section 2 of the Zoning Ordinance be amended and the map designated "ZONING MAP-CITY OF BEDFORD, TEXAS" be revised and amended so that the land described as:
- Lot 2R, Block 4, Uptown Bus & Prof Center Addition, shall be shown as approved by this ordinance.
- SECTION 3.** That the Site Plan attached hereto as Exhibit "A" is approved as a component of this ordinance approval. Any revisions to the property that deviate from the Site Plan attached hereto shall require an amendment to this ordinance.
- SECTION 4.** That this ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.
- SECTION 5.** That it is hereby declared the intention of the City Council of the City of Bedford, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.
- SECTION 6.** That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.
- SECTION 7.** That this ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Bedford and the laws of the State of Texas.

ORDINANCE NO. 17-

PRESENTED AND PASSED this 10th day of January 2017, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

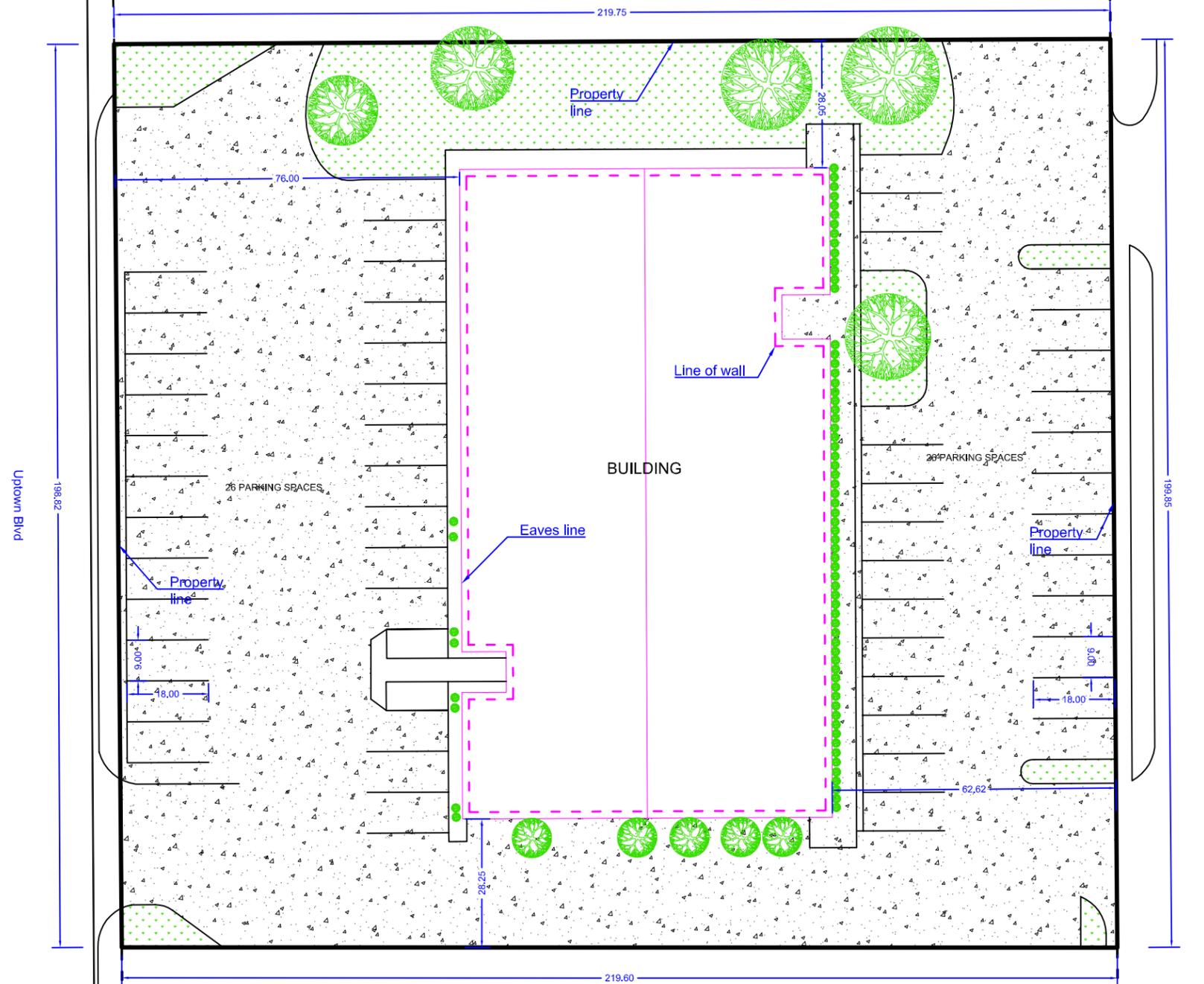
Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



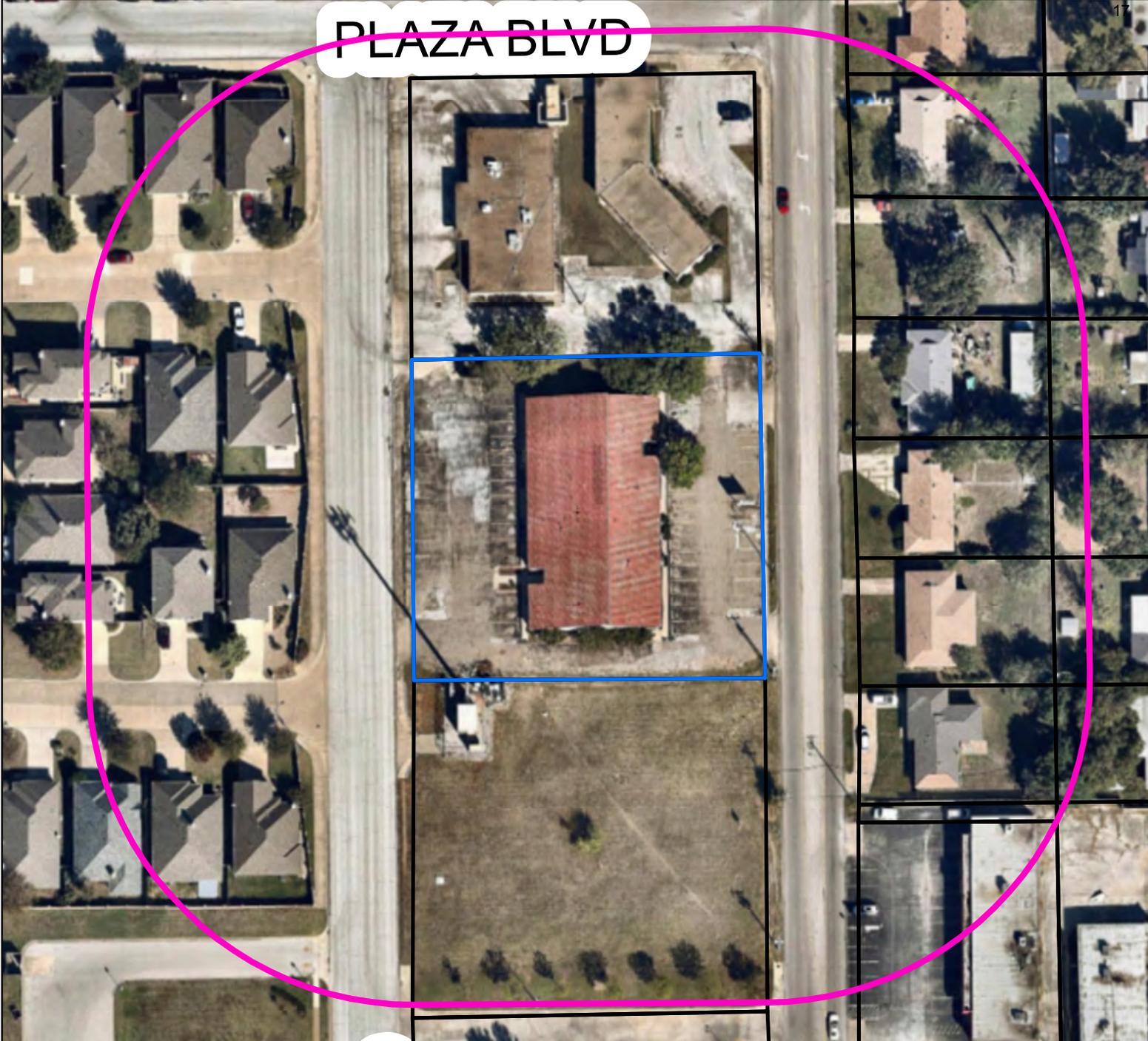
Address: 813 Brown Trail
Bedford, TX 76022

Legal Description:
UPTOWN BUS & PROF CENTER ADDN
Block: 4 Lot: 2R
CITY BOUNDARY SPLIT

Owner Information:
SIMON HENRY W ETAL JR
3815 LISBON ST
FORT WORTH TX 76107-5601

Building Size: 10,508 SF
Building Class: C
Year Built: 1977
Lot Size: 40,000 SF
State Code: F1 Commercial
Date: 03-10-16
Scale 1"=30'

PLAZA BLVD



Hearing

Date: 12-8-2016 PZ-SUP-2016-50071

**Address: 813 Brown Trail
Bedford, TX 76022**

**Legal Description:
Lot 2R, Block 4,
UPTOWN BUS & PROF CENTER ADDITION**



200 Ft Buffer

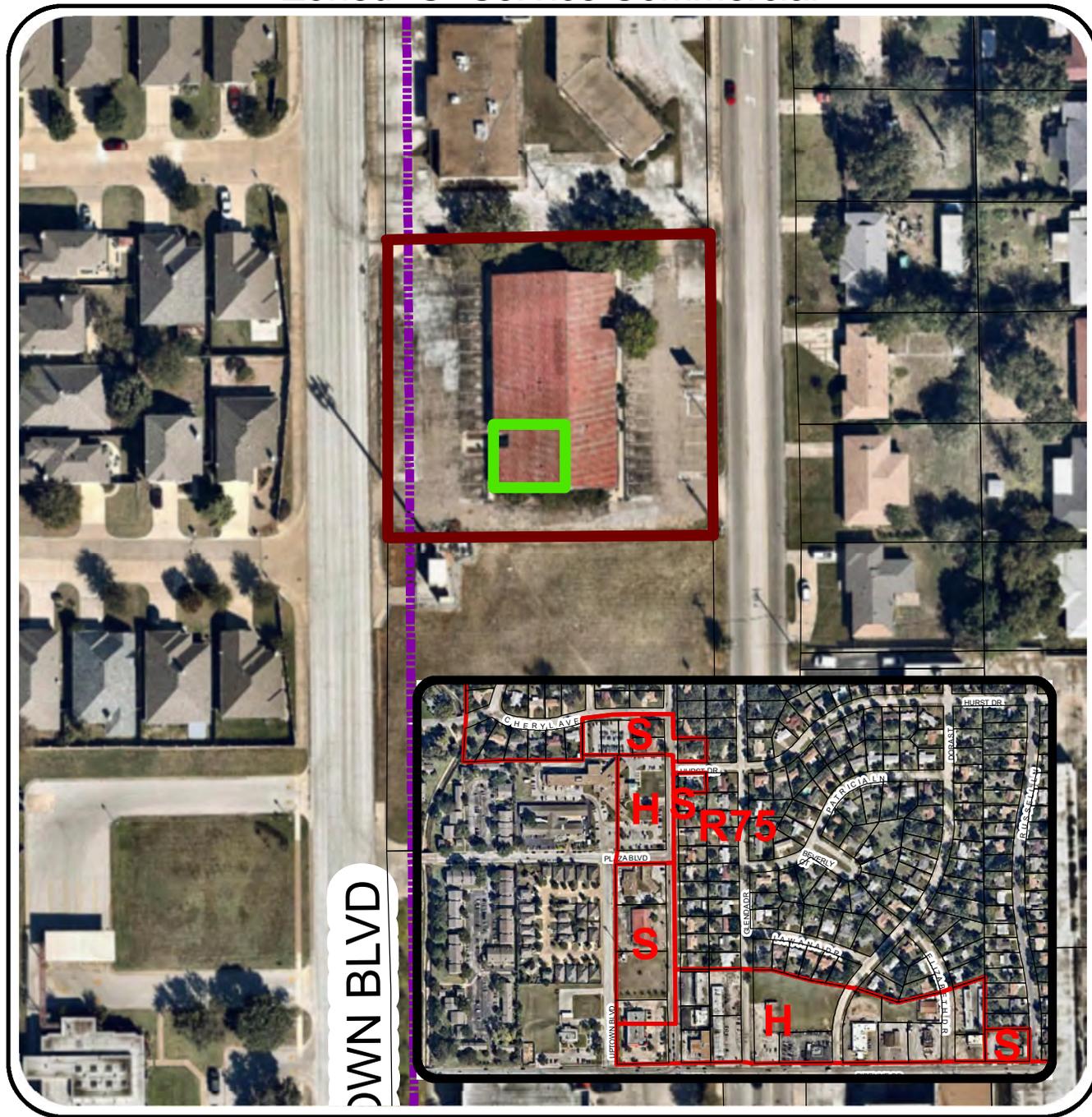


Project Location



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

PZ-SUP-2016-50071 813 Brown Trail Zoned "S" Service Commercial



Legend

- Proposed Property
- Proposed Buildings

Applicants Signature of Acknowledgement



PZ-SUP-2016-50071

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF DECEMBER 8, 2016**

DRAFT

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

OFFICER ELECTIONS

Consider and act upon appointment of a Chairperson and Vice Chairperson to the Planning and Zoning Commission.

Motion: Commissioner Culver made a motion to reappoint Todd Carlson as Chairperson to the Planning and Zoning Commission.

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

Ayes: Commissioners Culver, Sinisi, Reese, Austin, Stroope, Davis, and Chairman Carlson
Nays: None
Abstention: None

Motion approved 7-0-0. Todd Carlson has been reappointed to the position of Chairperson to the Planning and Zoning Commission.

Motion: Commissioner Culver made a motion to reappoint Mickey Hall as Vice Chairperson to the Planning and Zoning Commission.

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

Ayes: Commissioners Culver, Sinisi, Reese, Austin, Stroope, Davis, and Chairman Carlson
Nays: None
Abstention: None

Motion approved 7-0-0. Mickey Hall has been reappointed to the position of Vice Chairperson to the Planning and Zoning Commission.

APPROVAL OF MINUTES

- 1. Consider approval of the following Planning and Zoning Commission meeting minutes: October 27, 2016 regular meeting**

Motion: Commissioner Austin made a motion to approve the meeting minutes of the October 27th, 2016 regular meeting.

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

Ayes: Commissioners Culver, Sinisi, Reese, Austin, Stroope, Davis, and Chairman Carlson
Nays: None
Abstention: None

Motion approved 7-0-0. Chairman Carlson declared the October 27th, 2016 meeting minutes approved.

PUBLIC HEARINGS

- 2. Specific Use Permit Case PZ-SUP-2016-50071, public hearing and consider a request to rezone Lot 2R, Block 4, Uptown Bus & Prof Center Addition, located at**

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF DECEMBER 8, 2016**

DRAFT

813 Brown Trail, Suite #2, Bedford, Texas from Service Commercial (S) to Service Commercial/Specific Use Permit/Church (S/SUP) specific to Section 3.2.C(2)a of the City of Bedford Zoning Ordinance, allowing for Jacquice Allen to open a church approximately 1,430 square feet in area within the existing business center. The property is generally located east of Uptown Boulevard, west of Brown Trail and south of Plaza Boulevard. (PZ-SUP-2016-50071)

Emilio Sanchez, Planning Manager, reviewed zoning case PZ-SP-2016-50071.

This specific use permit is for The Change Church to operate in suite two of the building at 813 Brown Trail.

The Change Church is a ministry program. They started out as a ministry that did not hold services, but now they are moving in the direction to where they are looking at holding services.

A similar case was heard by the Planning & Zoning Commission earlier the past summer for suite one of this property, which is also a church.

Jacquice Allen, petitioner, 2130 Morgan Woodward Way, Arlington, TX 76006.

The Change Church is a ministry that has been in existence since 2013. In partnership with a ministry in Arlington, they hold socks and gloves giveaways to people in need. It is their hope to begin providing service to those people that they help.

The staff is small; about 10 to 20 people get together to help.

Commissioner Culver asked what the focus is of the ministry.

Ms. Allen said the focus is change, the change that the person wants to make. Any time there is a need that they can help with, they will be ready to do that. They partner with Bedford Middle School and will be helping them with their holiday program as well. Anywhere there is help, they want to be there.

Commissioner Culver asked for an example.

Ms. Allen said with the socks and gloves giveaways, they got together and collected over 500 pairs of socks and gloves and give them to homeless people, children, and anybody who cannot afford socks and gloves. They have partnered with the Mission of Arlington to bring in donations for used furniture for those who are needing furniture. Once they get approved for the specific use permit they will be focusing primarily in the Bedford area.

Chairman Carlson asked what the days and hours will be at their facility.

Ms. Allen said that eventually they would like to be open five days a week for anyone who needs help to be able to walk in. But for now they are looking at being open two days a week, Wednesdays and Sundays. People who need help can sign in for help or what assistance they need and they can provide them with resources to the city if needed.

Chairman Carlson opened the public hearing at 7:10 p.m.

Chairman Carlson closed the public hearing at 7:10 p.m.

Motion: Commissioner Davis made a motion to approve zoning case PZ-SP-2016-50071.

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

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF DECEMBER 8, 2016**

DRAFT

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

Nays: None

Abstention: None

Motion approved 7-0-0. Chairman Carlson recommended approval of zoning case PZ-SP-2016-50071.

- 3. Zoning Change Case PZ-ZC-2016-50077, public hearing and consider a request to rezone Lot 35, Block 1, West Bellvue Addition, located at 849 Brown Trail, Bedford, Texas from Service Commercial (S) to Residential 7500 (R75), specific to Section 3.2.C(1)a of the City of Bedford Zoning Ordinance, allowing for Darla Smith to rezone the existing residence back to residential. The property is generally located west of Hurst Drive and west of Brown Trail and south of Cheryl Avenue. (PZ-ZC-2016-50077)**

Emilio Sanchez, Planning Manager, reviewed zoning case PZ-SUP-2016-50077.

This is a request for zoning change on Lot 35, Block 1 of West Bellvue Addition. Ms. Smith is requesting to rezone this property back to residential. For several years, this property has been used as a residence.

From research, it appears that in 1975 Ms. Langston had requested to rezone the property and the neighboring property from A3, which was the residential zoning at the time, to Service Commercial to allow for Hurst Hospital at the time, which is currently JPS, to expand their doctors' offices facilities onto Lot 34 and Lot 35. The hospital's intended use for these lots never transpired and the residential properties remained as such and used as residence.

The comprehensive land use plan has the particular property as focus commercial. So there is an amendment to be approved or denied depending on how the commission decides to move forward with the case. If the commission wants to change the zoning, there is an amendment to change the comprehensive land use plan as well.

The Development Review Committee met and had no comments for the applicant.

Commissioner Stroope asked that although the zoning was changed, it remained a residential use.

Emilio Sanchez said that is correct. It was a residential use with a home occupation at one point in time. There was possibly a daycare in one of the properties, but the applicant can explain that further. Of the two properties currently zoned commercial on lots 34 and 35, there was at least one commercial use in the adjacent lot. They extended the residential use with a home occupation.

Chairman Carlson asked if it was technically grandfathered in since it was carried forward with the comprehensive plans because it was there and there were no specific reasons other than the one in the mid-1970s.

Emilio Sanchez said that is correct.

Darla Smith, petitioner, 849 Brown Trail, Bedford, TX 76022.

When Ms. Smith inherited the property from her mother, who bought the property zoned as commercial because it use to be a doctor's office affiliated with North East Hospital. She



CITY OF
BEDFORD

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

December 22, 2016

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

SENT VIA E-MAIL: clopez@star-telegram.com on Thursday, December 22, 2016.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Sunday, December 25, 2016.

MESSAGE:

CITY OF BEDFORD
PUBLIC HEARING

The City of Bedford City Council gives notice of a public hearing on Tuesday, January 10, 2017, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Specific Use Permit Case PZ-SUP-2016-50071, public hearing and consider an ordinance to rezone Lot 2R, Block 4, Uptown Bus & Prof Center Addition, located at 813 Brown Trail, Suite #2, Bedford, Texas from Service Commercial (S) to Service Commercial/Specific Use Permit/Church (S/SUP) specific to Section 3.2.C(2)a of the City of Bedford Zoning Ordinance, allowing for The Change Church to operate an approximately 1,430 square foot church within the existing business center. The property is generally located east of Uptown Boulevard, west of Brown Trail and south of Plaza Boulevard. (PZ-SUP-2016-50071)

Zoning Change Case PZ-ZC-2016-50077, public hearing and consider an ordinance to rezone Lot 35, Block 1, West Bellvue Addition, located at 849 Brown Trail, Bedford, Texas from Service Commercial (S) to Residential 7500 (R75), specific to Section 3.2.C(1)a of the City of Bedford Zoning Ordinance, allowing for Darla Smith to rezone the existing residence back to residential. The property is generally located west of Hurst Drive and west of Brown Trail and south of Cheryl Avenue. (PZ-ZC-2016-50077)

Zoning Amendment Case PZ-ZA-2016-A-043, public hearing and consider an ordinance to amend Ordinance Number 10-2978 of the Bedford Comprehensive Land Use Plan (2010) for a parcel from Commercial Focus Area to Residential. The parcel is known as Lot 35, Block 1, West Bellvue Addition. The property is generally located west of Hurst Drive, west of Brown Trail and south of Cheryl Avenue. (PZ-ZA-2016-A-043)

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



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 01/10/17

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

ITEM:

Public hearing and consider an ordinance to rezone Lot 35, Block 1, West Bellvue Addition, located at 849 Brown Trail, Bedford, Texas from Service Commercial (S) to Residential 7500 (R75), specific to Section 3.2.C(1)a of the City of Bedford Zoning Ordinance, allowing for Darla Smith to rezone the existing residence back to residential. The property is generally located northwest of Hurst Drive, west of Brown Trail and south of Cheryl Avenue. (PZ-ZC-2016-50077)

City Attorney Review: N/A

DISCUSSION:

The subject property is generally bound by Cheryl Avenue to the north and Brown Trail to the east, with the site currently a single family detached residence. The applicant is requesting to rezone Lot 35, Block 1, West Bellvue Addition from Service Commercial to residential allowing for Darla L. Smith to continue to utilize the property as a single family detached residence and to sell the property as a single family residence in the future.

The Planning and Zoning Commission recommended approval of this application at their December 8, 2016 meeting by a vote of 7-0-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone Lot 35, Block 1, West Bellvue Addition, located at 849 Brown Trail, Bedford, Texas from Service Commercial (S) to Residential 7500 (R75), specific to Section 3.2.C(1)a of the City of Bedford Zoning Ordinance, allowing for Darla Smith to rezone the existing residence back to residential. The property is generally located northwest of Hurst Drive, west of Brown Trail and south of Cheryl Avenue. (PZ-ZC-2016-50077)

FISCAL IMPACT:

N/A

ATTACHMENTS:

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

ORDINANCE NO. 17-

AN ORDINANCE TO REZONE LOT 35, BLOCK 1, WEST BELLVUE ADDITION, LOCATED AT 849 BROWN TRAIL, BEDFORD, TEXAS FROM SERVICE COMMERCIAL (S) TO RESIDENTIAL 7500 (R75), SPECIFIC TO SECTION 3.2.C(1)A OF THE CITY OF BEDFORD ZONING ORDINANCE, ALLOWING FOR DARLA SMITH TO REZONE THE EXISTING RESIDENCE BACK TO RESIDENTIAL. THE PROPERTY IS GENERALLY LOCATED NORTHWEST OF HURST DRIVE, WEST OF BROWN TRAIL AND SOUTH OF CHERYL AVENUE. (PZ-ZC-2016-50077)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Zoning Ordinance be rezoned for property known as Lot 35, Block 1, West Bellvue Addition, located at 849 Brown Trail, Bedford, Texas from Service Commercial (S) to Residential 7500 (R75), specific to Section 3.2.C(1)a of the City of Bedford Zoning Ordinance, allowing for Darla Smith to rezone the existing residence back to residential. The property is generally located northwest of Hurst Drive, west of Brown Trail and south of Cheryl Avenue. (PZ-ZC-2016-50077)

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

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

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

Lot 35, Block 1, West Bellvue Addition, shall be shown as approved by this ordinance.

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

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

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

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

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

ORDINANCE NO. 17-

PRESENTED AND PASSED this 10th day of January 2017, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

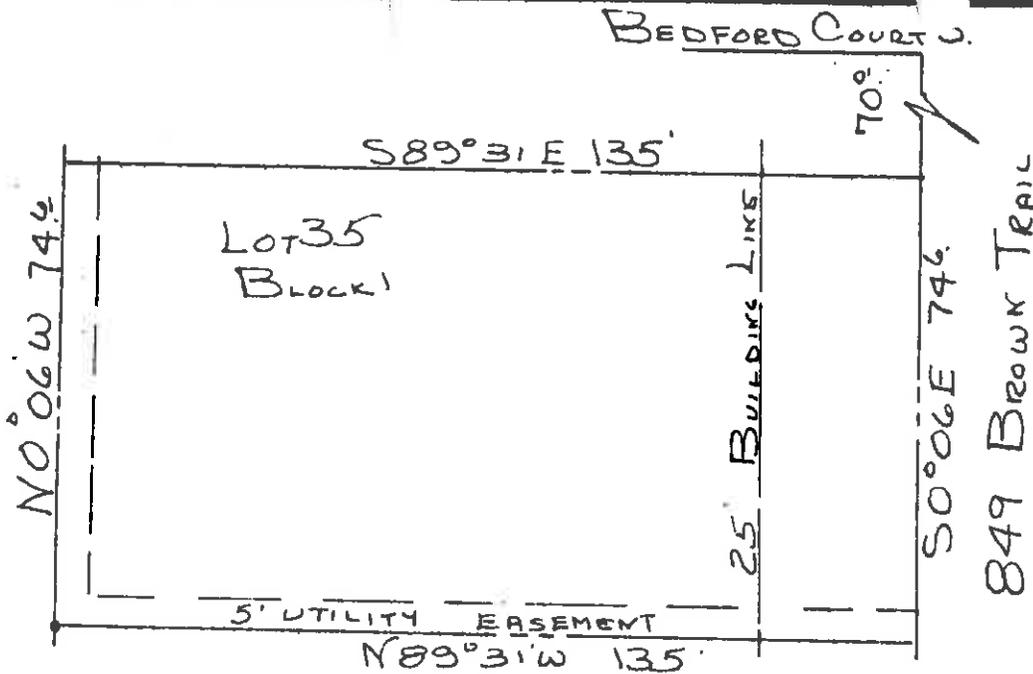
Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



DESCRIPTION OF PROPERTY SURVEYED

BEING Lot 35 in Block 1, WEST BELLVUE ADDITION to the City of Bedford, Tarrant County, Texas, according to plat filed in Volume 388-Z, PAGE 112, Deed Records, Tarrant County, Texas, being described as follows:

BEGINNING at the Northeast corner of said Lot 35, Block 1, also being in the West R.O.W. line of Brown Trail, 70.0 feet South 0 degrees 06 minutes East from the South R.O.W. line of Bedford Court South;

THENCE South 0 degrees 06 minutes East along said R.O.W. line of Brown Trail, 74.6 feet to an iron pin for corner;

THENCE North 89 degrees 31 minutes West 135.0 feet to the Southwest corner of said Lot 35;

THENCE North 0 degrees 06 minutes West 74.6 feet to the Northwest corner of Lot 35, Block 1;

THENCE South 89 degrees 31 minutes East 135.0 feet to the place of BEGINNING.

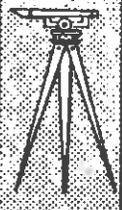


SCALE 1"=30'

NO ENCROACHMENTS OTHER THAN SHOWN

LEGEND

- IRON PIN
- IRON PIPE
- △ BOIS D'ARC STAKE
- CONCRETE MON
- X-X- FENCE
- ||-||- POWER LINE
- T-T- TELEPHONE LINE



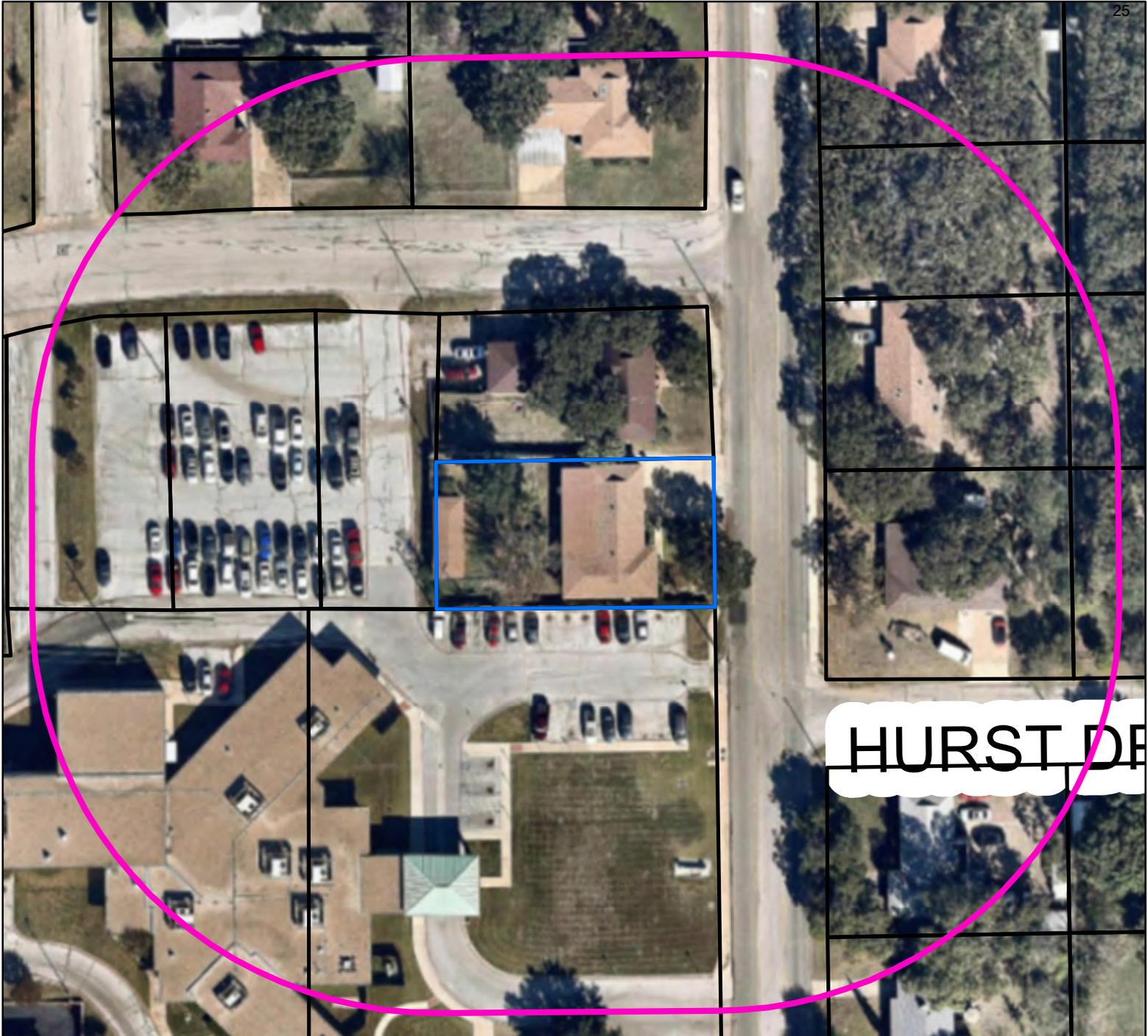
LOYD BRANSOM SURVEYORS INC.
 REGISTERED PUBLIC SURVEYOR
 1028 NORTH SYLVANIA AVE.
 FT. WORTH, TEXAS 76111
 834-3477

I DO HEREBY CERTIFY THAT THIS MAP IS TRUE & CORRECT AS SURVEYED ON THE GROUND.

Loyd Bransom
 LOYD BRANSOM

DATE 3-9-76

12667



HURST DE

Hearing

Date: 12-8-2016 PZ-ZC-2016-50077

**Address: 849 Brown Trail
Bedford, TX 76022**

**Legal Description:
Lot 35, Block 1,
WEST BELLVUE ADDITION**



200 Ft Buffer

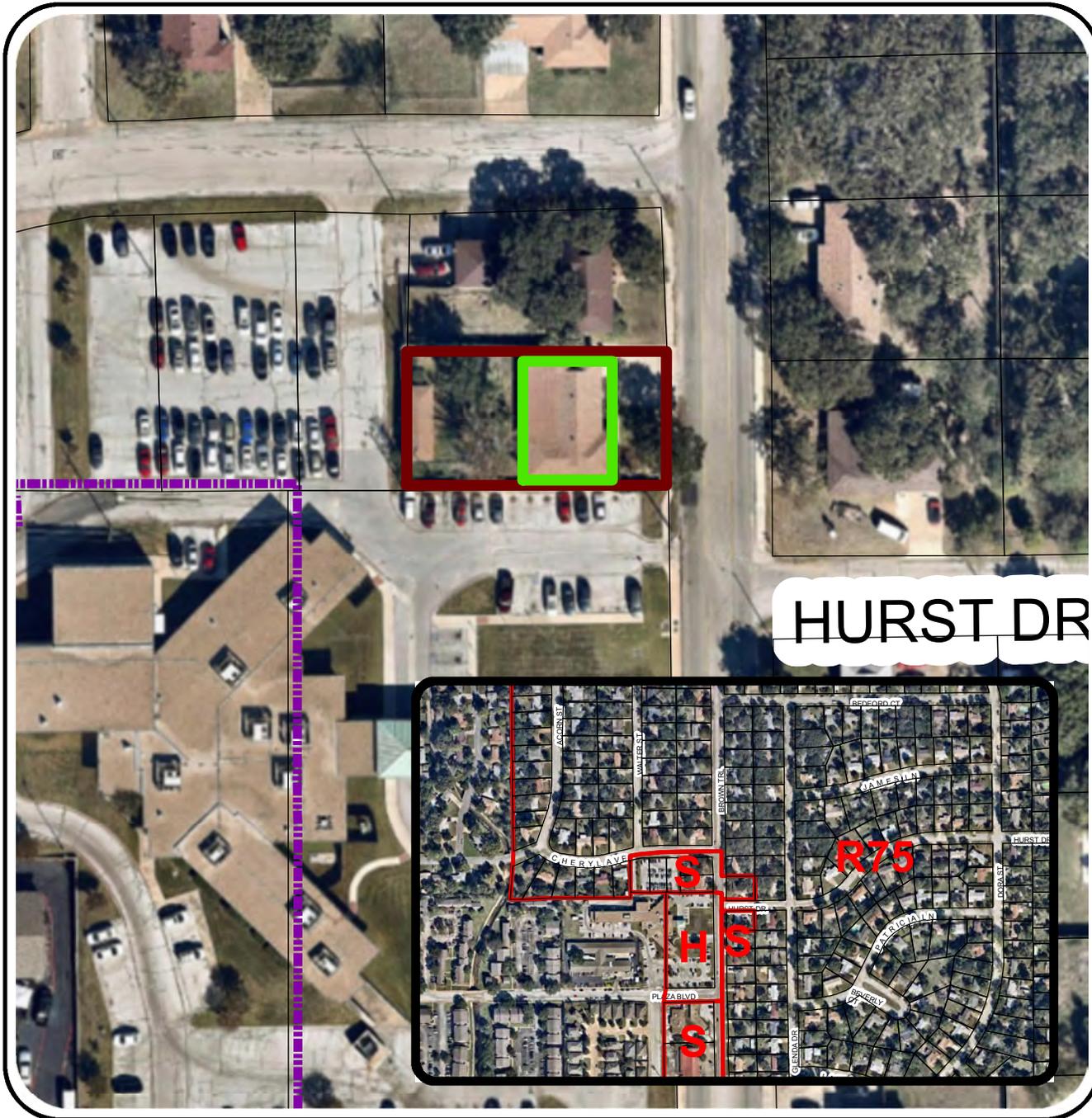


Project Location



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

PZ-ZC-2016-50077 849 Brown Trail Zoned "S" Service Commercial



HURST DR



Legend

- Proposed Property
- Proposed Buildings

Applicants Signature of Acknowledgement



PZ-ZC-2016-50077

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF DECEMBER 8, 2016**

DRAFT

Ayes: Commissioners Culver, Sinisi, Reese, Austin, Stroope, Davis, and Chairman Carlson
Nays: None
Abstention: None

Motion approved 7-0-0. Chairman Carlson recommended approval of zoning case PZ-SP-2016-50071.

3. Zoning Change Case PZ-ZC-2016-50077, public hearing and consider a request to rezone Lot 35, Block 1, West Bellvue Addition, located at 849 Brown Trail, Bedford, Texas from Service Commercial (S) to Residential 7500 (R75), specific to Section 3.2.C(1)a of the City of Bedford Zoning Ordinance, allowing for Darla Smith to rezone the existing residence back to residential. The property is generally located west of Hurst Drive and west of Brown Trail and south of Cheryl Avenue. (PZ-ZC-2016-50077)

Emilio Sanchez, Planning Manager, reviewed zoning case PZ-SUP-2016-50077.

This is a request for zoning change on Lot 35, Block 1 of West Bellvue Addition. Ms. Smith is requesting to rezone this property back to residential. For several years, this property has been used as a residence.

From research, it appears that in 1975 Ms. Langston had requested to rezone the property and the neighboring property from A3, which was the residential zoning at the time, to Service Commercial to allow for Hurst Hospital at the time, which is currently JPS, to expand their doctors' offices facilities onto Lot 34 and Lot 35. The hospital's intended use for these lots never transpired and the residential properties remained as such and used as residence.

The comprehensive land use plan has the particular property as focus commercial. So there is an amendment to be approved or denied depending on how the commission decides to move forward with the case. If the commission wants to change the zoning, there is an amendment to change the comprehensive land use plan as well.

The Development Review Committee met and had no comments for the applicant.

Commissioner Stroope asked that although the zoning was changed, it remained a residential use.

Emilio Sanchez said that is correct. It was a residential use with a home occupation at one point in time. There was possibly a daycare in one of the properties, but the applicant can explain that further. Of the two properties currently zoned commercial on lots 34 and 35, there was at least one commercial use in the adjacent lot. They extended the residential use with a home occupation.

Chairman Carlson asked if it was technically grandfathered in since it was carried forward with the comprehensive plans because it was there and there were no specific reasons other than the one in the mid-1970s.

Emilio Sanchez said that is correct.

Darla Smith, petitioner, 849 Brown Trail, Bedford, TX 76022.

When Ms. Smith inherited the property from her mother, who bought the property zoned as commercial because it use to be a doctor's office affiliated with North East Hospital. She

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF DECEMBER 8, 2016**

DRAFT

purchased the property with the intent of establishing a beauty shop business in the building, with it being half beauty shop and half house. The City of Bedford told her mother that she had to have a sign and parking to go with it. Instead, it remained as-is. The neighboring property was a daycare. Ms. Smith had lived in the home since she was seven years old.

When Ms. Smith's mother passed away, Ms. Smith and her sister inherited the house together. They decided that perhaps they should sell it. Her sister gave sole ownership of the house to Ms. Smith.

Ms. Smith cannot sell the house while the property is zoned commercial. She thought perhaps she will open a small business, but after researching the process she learned that there will not be enough room for parking unless she demolishes the garage and created parking. The hospital is around the property and she cannot afford to lease or buy a portion of their property.

The hospital would only pay \$50,000 for her house. It was listed with a realtor when she first inherited it, but it could only be listed commercial since it is zoned commercial. So, if someone wanted to buy it residential, they would have to obtain a commercial loan.

Ms. Smith looked around to see what she could afford to buy and weighed the pros and cons. She put the "for sale by owner" sign out and decided for what she's looking for, she would rather redo the house. She thought about redoing the hardwood floors and replace the brick with stone to make it a better home. Therefore, she removed the "for sale by owner" sign when she decided to change it to residential.

Ms. Smith went to the bank to obtain a loan and was approved until the bank realized that the property is zoned commercial. The bank does not process or issue commercial loans. She checked with other banks and they told her that they can issue a commercial loan but it would be at a higher interest rate and asked what her business is. She told them that it is a home, not a business. So, she is requesting to rezone the property to residential because she has lived there her entire life, and if it is rezoned to residential she will be able to pull equity to make needed improvements to the home.

Chairman Carlson commented that she would not be able to sell the home nor improve it because it is zoned residentially. A potential buyer would not be able to get financing because it is zoned commercial unless they put a business in it.

Chairman Carlson asked to clarify that at one time the property had commercial use.

Ms. Smith said that it was a doctor's office before her mother purchased it in 1968 or 1969.

Chairman Carlson asked if this was before 1975 or since then it was a doctor's office.

Ms. Smith confirmed that it was a doctor's office before 1975 and before they moved in. It was a doctor's clinic for North East Hospital.

Chairman Carlson asked that since the survey was done in 1975 or 1976 it was determined to be zoned commercial, it has been used as residential.

Ms. Smith said that is correct. Her mother did it commercial because she tried to put in a beauty shop. The business never worked out for her and they just stayed in the home.

Chairman Carlson asked when her mother passed away and when did Ms. Smith inherit the property.

Ms. Smith said that her mother passed away a year and a half ago.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF DECEMBER 8, 2016**

DRAFT

Chairman Carlson opened the public hearing at 7:20 p.m.

Chairman Carlson closed the public hearing at 7:20 p.m.

Commissioner Stroope said that he does not see a problem with changing the zoning to residential and it would be beneficial to all parties involved.

Chairman Carlson asked Emilio Sanchez if this would be considered spot zoning.

Emilio Sanchez said it would not be considered spot zoning.

Chairman Carlson said it creates a mess because there will be a lot that will be zoned commercial that shouldn't be. Now there is a pocket of residential and there hasn't been commercial development in that area for over 40 years.

Emilio Sanchez said that from reading the minutes in the case file from 1975, it looked like the hospital had plans to utilize those lots at one point in time and that plan never got implemented.

Commissioner Austin said that with the current zoning requirements for a commercial business it would be difficult for a business to operate in that lot because there is not enough space for parking to meet the zoning requirements without significantly altering the structure or tearing the building down completely and build something else on it or turn it into a parking lot.

Chairman Carlson asked Emilio Sanchez if worst case scenario later down the line a business wants to move in, they would need to have it rezoned to service commercial again.

Emilio Sanchez confirmed that it would have to be rezoned again if that were to occur.

Motion: Commissioner Austin made a motion to approve zoning case PZ-SUP-2016-50077.

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

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

Nays: None

Abstention: None

Motion approved 7-0-0. Chairman Carlson recommended approval of zoning case PZ-SUP-2016-50077.

- 4. Zoning Amendment Case PZ-ZA-2016-A-043, public hearing and consider a request to amend Ordinance Number 10-2978 of the Bedford Comprehensive Land Use Plan (2010) for a parcel from Commercial Focus Area to Residential. The parcel is known as Lot 35, Block 1, West Bellvue Addition. The property is generally located west of Hurst Drive, west of Brown Trail and south of Cheryl Avenue. (PZ-ZA-2016-A-043)**

Emilio Sanchez, Planning Manager, reviewed zoning case PZ-ZA-2016-A-043.

This is in conjunction with the case that was previously heard to correct the comprehensive land use plan so if council wants to approve the previous case, they will also need to approve the amendment to the comprehensive land use plan.



CITY OF
BEDFORD

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

December 22, 2016

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

SENT VIA E-MAIL: clopez@star-telegram.com on Thursday, December 22, 2016.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Sunday, December 25, 2016.

MESSAGE:

CITY OF BEDFORD
PUBLIC HEARING

The City of Bedford City Council gives notice of a public hearing on Tuesday, January 10, 2017, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Specific Use Permit Case PZ-SUP-2016-50071, public hearing and consider an ordinance to rezone Lot 2R, Block 4, Uptown Bus & Prof Center Addition, located at 813 Brown Trail, Suite #2, Bedford, Texas from Service Commercial (S) to Service Commercial/Specific Use Permit/Church (S/SUP) specific to Section 3.2.C(2)a of the City of Bedford Zoning Ordinance, allowing for The Change Church to operate an approximately 1,430 square foot church within the existing business center. The property is generally located east of Uptown Boulevard, west of Brown Trail and south of Plaza Boulevard. (PZ-SUP-2016-50071)

Zoning Change Case PZ-ZC-2016-50077, public hearing and consider an ordinance to rezone Lot 35, Block 1, West Bellvue Addition, located at 849 Brown Trail, Bedford, Texas from Service Commercial (S) to Residential 7500 (R75), specific to Section 3.2.C(1)a of the City of Bedford Zoning Ordinance, allowing for Darla Smith to rezone the existing residence back to residential. The property is generally located west of Hurst Drive and west of Brown Trail and south of Cheryl Avenue. (PZ-ZC-2016-50077)

Zoning Amendment Case PZ-ZA-2016-A-043, public hearing and consider an ordinance to amend Ordinance Number 10-2978 of the Bedford Comprehensive Land Use Plan (2010) for a parcel from Commercial Focus Area to Residential. The parcel is known as Lot 35, Block 1, West Bellvue Addition. The property is generally located west of Hurst Drive, west of Brown Trail and south of Cheryl Avenue. (PZ-ZA-2016-A-043)

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



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 01/10/17

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

ITEM:

Public hearing and consider an ordinance to amend Ordinance Number 10-2978 of the Bedford Comprehensive Land Use Plan (2010) for a parcel from Commercial Focus Area to Residential. The parcel is known as Lot 35, Block 1, West Bellvue Addition, located at 849 Brown Trail. The property is generally located northwest of Hurst Drive, west of Brown Trail and south of Cheryl Avenue. (PZ-ZA-2016-A043)

City Attorney Review: Yes

DISCUSSION:

The subject property is generally bound by Cheryl Avenue to the north and Brown Trail to the east, with the site currently a single family detached residence. The applicant is requesting to rezone lot 35, block 1 West Bellvue Addition from Service Commercial to residential allowing for Darla L. Smith to continue to utilize the property as a single family detached residence and to sell the property as a single family residence in the future. The Comprehensive Land Use Plan has this lot as Commercial Focus Area and would need to be amended to reflect the residential zoning change.

The purpose of a Comprehensive Land Use Plan is to give direction to future development in order to avoid the creation of incompatible physical impacts. The current Plan was adopted in 2010. Typical plans are reviewed on a 10 to 12 year basis. Over time, and taking into account the growth and maturation of the City, this plan may need to be amended. It is not at all uncommon to amend a plan and in this case, due to the surrounding land uses, the requested change should not pose any potential issues.

The Planning and Zoning Commission recommended approval of this item at their December 8, 2016 meeting by a vote of 7-0-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to amend Ordinance Number 10-2978 of the Bedford Comprehensive Land Use Plan (2010) for a parcel from Commercial Focus Area to Residential. The parcel is known as Lot 35, Block 1, West Bellvue Addition. The property is generally located northwest of Hurst Drive, west of Brown Trail and south of Cheryl Avenue. (PZ-ZA-2016-A043)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
Aerial
Planning and Zoning Commission Minutes
Star Telegram Publication

ORDINANCE NO. 17-

AN ORDINANCE TO AMEND ORDINANCE 10-2978 OF THE BEDFORD COMPREHENSIVE LAND USE PLAN (2010) FOR A PARCEL FROM COMMERCIAL FOCUS AREA TO RESIDENTIAL. THE PARCEL IS KNOWN AS LOT 35, BLOCK 1, WEST BELLVUE ADDITION, LOCATED AT 849 BROWN TRAIL. THE PROPERTY IS GENERALLY LOCATED NORTHWEST OF HURST DRIVE, WEST OF BROWN TRAIL AND SOUTH OF CHERYL AVENUE. (PZ-ZA-2016-A043)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Bedford Comprehensive Land Use Plan be amended for a portion of the property known as Lot 35, Block 1, West Bellvue Addition, located at 849 Brown Trail. The property is generally located northwest of Hurst Drive, west of Brown Trail and south of Cheryl Avenue. (PZ-ZA-2016-A043)

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 the Comprehensive Land Use Plan be amended and the map designated "COMPREHENSIVE LAND USE PLAN OF BEDFORD, TEXAS" be revised and amended so that the land described as:

Lot 35, Block 1, West Bellvue Addition, located at 849 Brown Trail, shown as approved by this ordinance.

SECTION 3. That approval of amending the Comprehensive Land Use Plan is subject to no stipulations.

SECTION 4. That from and after the final passage of this ordinance, the land described herein shall be subject to the amended ordinance and uses of an amended Comprehensive Land Use Plan.

SECTION 5. 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 6. That it is hereby declared the intention of the City Council of the City of Bedford, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 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.

SECTION 8. That this ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Bedford and the laws of the State of Texas.

ORDINANCE NO. 17-

PRESENTED AND PASSED this 10th day of January, 2017 by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

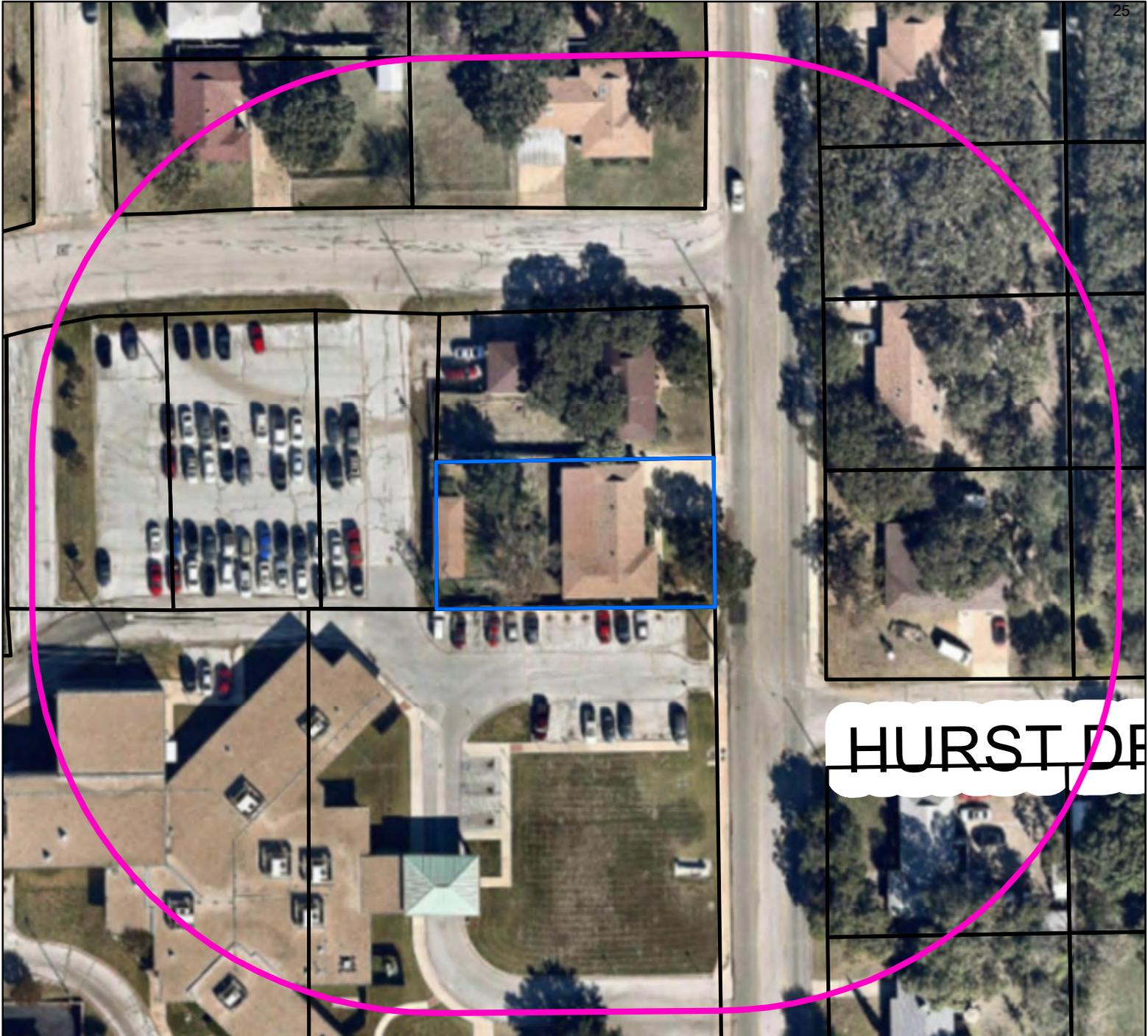
Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



HURST DE

Hearing

Date: 12-8-2016 PZ-ZC-2016-50077

**Address: 849 Brown Trail
Bedford, TX 76022**

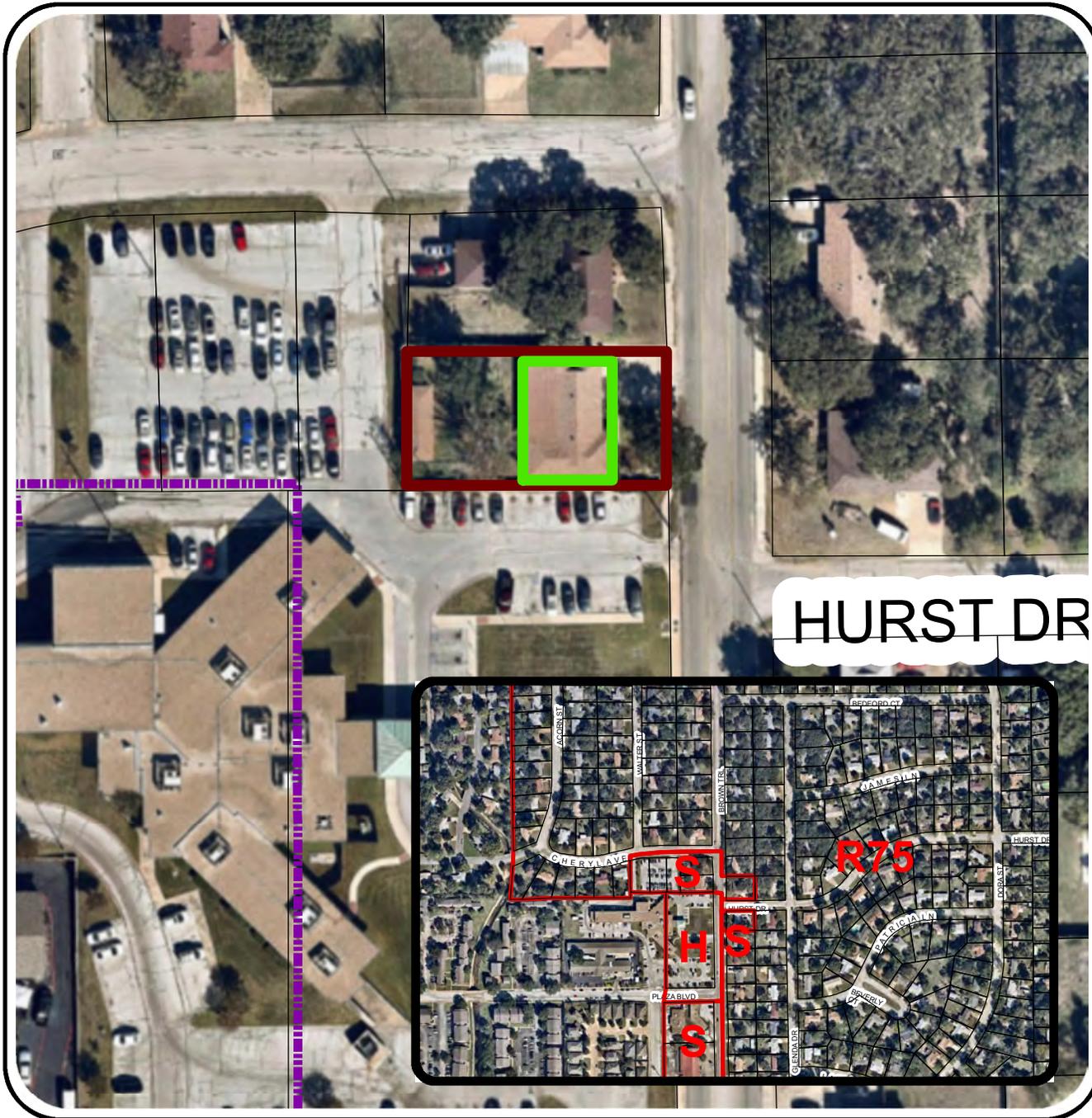
**Legal Description:
Lot 35, Block 1,
WEST BELLVUE ADDITION**

-  200 Ft Buffer
-  Project Location



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

PZ-ZC-2016-50077 849 Brown Trail Zoned "S" Service Commercial



HURST DR



Legend

- Proposed Property
- Proposed Buildings

Applicants Signature of Acknowledgement

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF DECEMBER 8, 2016**

DRAFT

Chairman Carlson opened the public hearing at 7:20 p.m.

Chairman Carlson closed the public hearing at 7:20 p.m.

Commissioner Stroope said that he does not see a problem with changing the zoning to residential and it would be beneficial to all parties involved.

Chairman Carlson asked Emilio Sanchez if this would be considered spot zoning.

Emilio Sanchez said it would not be considered spot zoning.

Chairman Carlson said it creates a mess because there will be a lot that will be zoned commercial that shouldn't be. Now there is a pocket of residential and there hasn't been commercial development in that area for over 40 years.

Emilio Sanchez said that from reading the minutes in the case file from 1975, it looked like the hospital had plans to utilize those lots at one point in time and that plan never got implemented.

Commissioner Austin said that with the current zoning requirements for a commercial business it would be difficult for a business to operate in that lot because there is not enough space for parking to meet the zoning requirements without significantly altering the structure or tearing the building down completely and build something else on it or turn it into a parking lot.

Chairman Carlson asked Emilio Sanchez if worst case scenario later down the line a business wants to move in, they would need to have it rezoned to service commercial again.

Emilio Sanchez confirmed that it would have to be rezoned again if that were to occur.

Motion: Commissioner Austin made a motion to approve zoning case PZ-SUP-2016-50077.

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

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

Nays: None

Abstention: None

Motion approved 7-0-0. Chairman Carlson recommended approval of zoning case PZ-SUP-2016-50077.

4. **Zoning Amendment Case PZ-ZA-2016-A-043, public hearing and consider a request to amend Ordinance Number 10-2978 of the Bedford Comprehensive Land Use Plan (2010) for a parcel from Commercial Focus Area to Residential. The parcel is known as Lot 35, Block 1, West Bellvue Addition. The property is generally located west of Hurst Drive, west of Brown Trail and south of Cheryl Avenue. (PZ-ZA-2016-A-043)**

Emilio Sanchez, Planning Manager, reviewed zoning case PZ-ZA-2016-A-043.

This is in conjunction with the case that was previously heard to correct the comprehensive land use plan so if council wants to approve the previous case, they will also need to approve the amendment to the comprehensive land use plan.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF DECEMBER 8, 2016**

DRAFT

The property is currently in the comprehensive land use plan as commercial focus. To change that to residential to go along with the case that was previously heard, it is not necessary to do if the commission does not wish to change the Comprehensive Land Use Plan. It will still reflect commercial use, but the amendment will clean up the zoning change.

Chairman Carlson asked if it will change the map to reflect what is going on.

Emilio Sanchez said that is correct.

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

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

Motion: Commissioner Austin made a motion to approve zoning case PZ-ZA-2016-A-043.

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

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

Nays: None

Abstention: None

Motion approved 7-0-0. Chairman Carlson recommended denial of zoning case PZ-ZA-2016-A-043.

ADJOURNMENT

Motion: Commissioner Stroope made a motion to adjourn.

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

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

Nays: None

Abstention: None

Motion approved 7-0. Chairman Carlson adjourned the Planning and Zoning Commission meeting at 7:26 p.m.

**Todd Carlson, Chairman
Planning and Zoning Commission**

ATTEST:

**Kristtina Starnes, Coordinator
Planning and Zoning Liaison**



CITY OF
BEDFORD

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

December 22, 2016

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

SENT VIA E-MAIL: clopez@star-telegram.com on Thursday, December 22, 2016.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Sunday, December 25, 2016.

MESSAGE:

CITY OF BEDFORD
PUBLIC HEARING

The City of Bedford City Council gives notice of a public hearing on Tuesday, January 10, 2017, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Specific Use Permit Case PZ-SUP-2016-50071, public hearing and consider an ordinance to rezone Lot 2R, Block 4, Uptown Bus & Prof Center Addition, located at 813 Brown Trail, Suite #2, Bedford, Texas from Service Commercial (S) to Service Commercial/Specific Use Permit/Church (S/SUP) specific to Section 3.2.C(2)a of the City of Bedford Zoning Ordinance, allowing for The Change Church to operate an approximately 1,430 square foot church within the existing business center. The property is generally located east of Uptown Boulevard, west of Brown Trail and south of Plaza Boulevard. (PZ-SUP-2016-50071)

Zoning Change Case PZ-ZC-2016-50077, public hearing and consider an ordinance to rezone Lot 35, Block 1, West Bellvue Addition, located at 849 Brown Trail, Bedford, Texas from Service Commercial (S) to Residential 7500 (R75), specific to Section 3.2.C(1)a of the City of Bedford Zoning Ordinance, allowing for Darla Smith to rezone the existing residence back to residential. The property is generally located west of Hurst Drive and west of Brown Trail and south of Cheryl Avenue. (PZ-ZC-2016-50077)

Zoning Amendment Case PZ-ZA-2016-A-043, public hearing and consider an ordinance to amend Ordinance Number 10-2978 of the Bedford Comprehensive Land Use Plan (2010) for a parcel from Commercial Focus Area to Residential. The parcel is known as Lot 35, Block 1, West Bellvue Addition. The property is generally located west of Hurst Drive, west of Brown Trail and south of Cheryl Avenue. (PZ-ZA-2016-A-043)

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



Council Agenda Background

PRESENTER: Kenny Overstreet, Public Works Director

DATE: 01/10/17

Council Mission Area:

Be responsive to the needs of the community.

ITEM:

Public hearing and consider a resolution authorizing the City Manager to pursue grant funding from the Tarrant County Community Development Block Grant (CDBG) 43rd Year Program for roadway improvements on Bedford Court East from Brown Trail to Dora Street.

City Attorney Review: Yes

DISCUSSION:

The Tarrant County Community Development Block Grant (CDBG) Program allows cities to pursue project funding for public improvements, rehabilitation of property, economic development activities, etc., in selected target areas. The proposed application for the CDBG 43rd Year includes the removal and replacement of the existing deteriorated asphalt pavement on Bedford Court East, from Brown Trail to Dora Street, and replacing it with reinforced concrete pavement. This project does not include sidewalk replacement because they are in satisfactory condition. It does include replacement of four accessibility ramps, drive approaches, adjusting four sanitary sewer manholes to grade, and the relocation and adjustment of water meters.

The Bedford Court East reconstruction project was previously designed, but not constructed. On February 9, 2016, Elder Engineering, Inc. was awarded a Professional Services Contract in the amount of \$43,580 for design services for reconstruction of Bedford Court East. A bid opening was held on September 8, 2016 for this project at Public Works. McClendon Construction Company, Inc. submitted the lowest qualifying bid in the amount of \$472,900. All bids were rejected by a resolution on October 25, 2016 due to the lowest bid being \$122,900 higher than the project's estimated cost. The decision to reject all bids was based on a recommendation from the Street Improvement Economic Development Corporation (SIEDC), which held a special meeting on October 11, 2016.

After further investigation, staff found the project is in a CDBG targeted area, allowing the City to request funding as a CDBG project. The City Consulting Engineer, J. Richard Perkins, P.E., prepared the application using the existing drawings by Elder Engineering, Inc. Mr. Perkins has administered the City's CDBG projects since 2009. The attached CDBG 43rd year application for Bedford Court East has a project estimated cost of \$337,140. Of that cost, the proposed grant would cover up to \$155,000. The final amount of funding will depend upon Tarrant County's CDBG allocation to Bedford.

This project was advertised in the Star-Telegram on December 18, 2016 and December 24, 2016 for the Public Hearing. If the attached 43rd Year CDBG proposal is approved, any citizens making comments would be noted in the minutes approved at the January 24, 2017 City Council Meeting.

If approved, the City's contributing portion for the CDBG would be paid out of the Fiscal Year 2016-17 SIEDC Fund.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to pursue grant funding from the Tarrant County Community Development Block Grant (CDBG) 43rd Year Program for roadway improvements on Bedford Court East from Brown Trail to Dora Street.

FISCAL IMPACT:

CDBG Funds:	\$155,000
FY 2016-17 SIEDC Fund:	\$350,000
Project Cost:	<u>\$337,140</u>
Difference:	\$167,860

ATTACHMENTS:

Resolution
Location Map
CDBG 43rd Year Project Proposal Form
Public Hearing Notice

RESOLUTION NO. 17-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURSUE GRANT FUNDING FROM THE TARRANT COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 43RD YEAR PROGRAM FOR ROADWAY IMPROVEMENTS ON BEDFORD COURT EAST FROM BROWN TRAIL TO DORA STREET.

WHEREAS, the City Council of Bedford, Texas has determined that replacing the aging and sub-standard pavement on Bedford Court East is 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 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 in their entirety.

SECTION 2. That the City Council does hereby authorize the City Manager to pursue grant funding from the Tarrant County Community Development Block Grant (CDBG) 43rd Year Program for roadway improvements on Bedford Court East from Brown Trail to Dora Street.

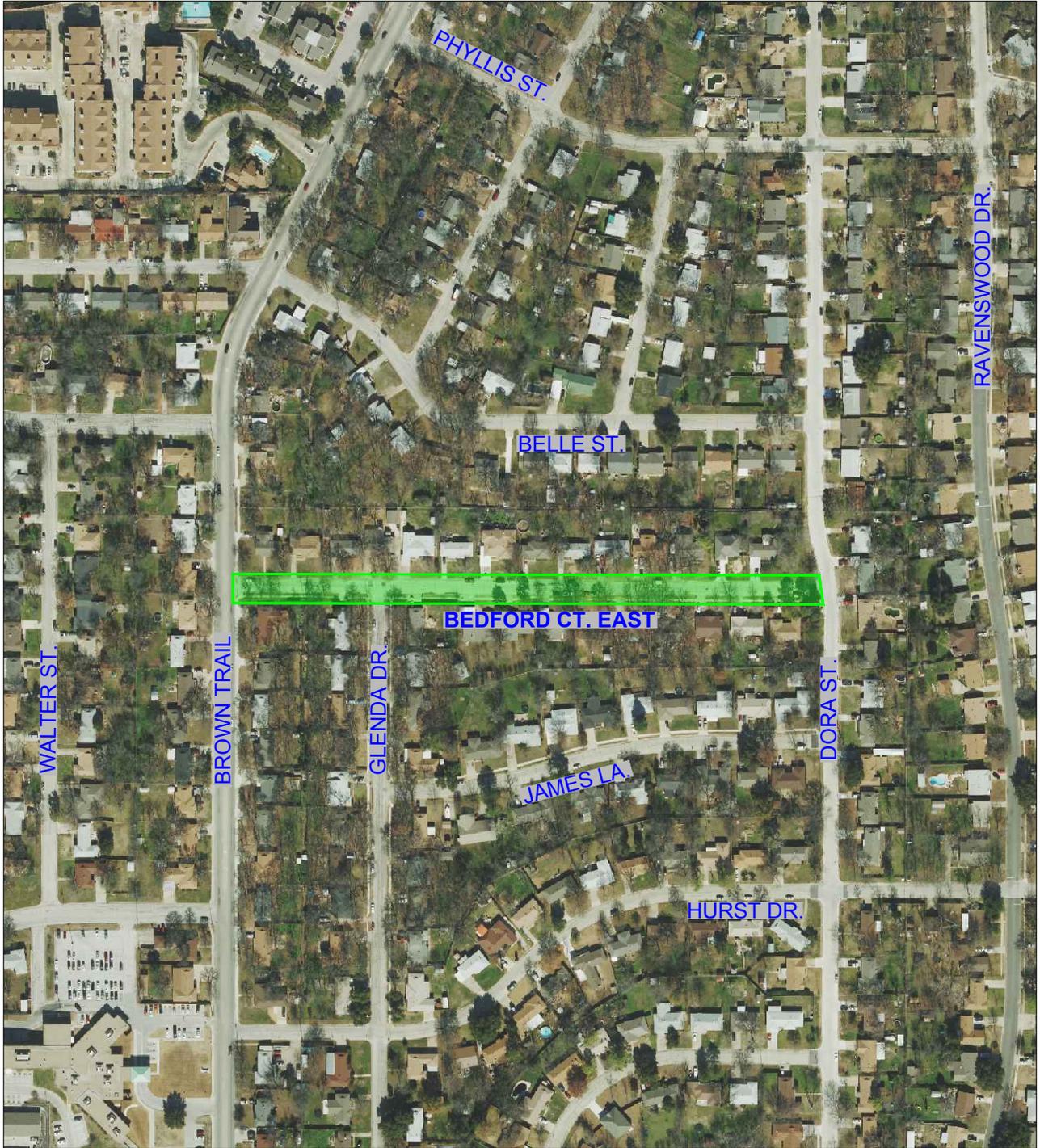
SECTION 3. That the cost of said project will come from the Community Development Block Grant and the Fiscal Year 2016-17 Street Improvement Economic Development Corporation Fund.

PRESENTED AND PASSED this 10th day of January 2017, 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



DRAWING: COUN COMM 01-10-2017 BEDFORD CT E.dwg

AERIAL SOURCE: NCTCOG, 2015



BEDFORD COURT EAST

BROWN TRAIL TO DORA STREET

TARRANT COUNTY

COMMUNITY DEVELOPMENT BLOCK GRANT

43rd YEAR



 PROJECT LOCATION



Tarrant County Community Development
 Community Development Block Grant
 43rd Year – PY 2017

PROJECT PROPOSAL FORM

Part 1: City Information

City Name	City of Bedford
City Contact Name(s)	Kenneth Overstreet, Director of Public Works
Contact Person Phone	(817) 952-2220
Contact Person E-mail	Kenneth.Overstreet@bedfordtx.gov
City Annual Financial Summary	<input type="checkbox"/> Check here if you have included
Comprehensive Plan Summary	<input checked="" type="checkbox"/> Check here if you have included or <input type="checkbox"/> have emailed planner pdf
Web link to City's Comprehensive Plan	
City Leverage Amount	\$ All in excess of HUD funding + all engineering costs

Part 2: Public Participation

Date of Public Hearing	January 24 th , 2017
Supporting records of hearing	<input checked="" type="checkbox"/> Check here if you have attached a copy of the public notice, public hearing and minutes from the hearing.
Citizen Input	<input type="checkbox"/> Comments attached <input type="checkbox"/> No comments received.

Part 3: Engineering Information

Engineering Firm Name	J. Richard Perkins, P.E.
Firm Address	2501 Riven Rock Road Edmond, Oklahoma 73034
Firm Contact Person 1	J. Richard Perkins
Contact Person Phone 1	(817) 692-4439
Contact Person E-mail 1	dick.perkins@sbcglobal.net
Firm Contact Person 2	N/A
Contact Person Phone 2	N/A
Contact Person E-mail 2	N/A
Project Cost/ Engineering Estimate	\$ 337,140



Part 4: Project Information *(Follow Instructions)*

Type of Project	Street Reconstruction with 6" Reinforced Concrete Paving
Project Address (incl. block #)	300 Block of Bedford Court East
Zip Code	76022
Census Tract/BG	1136.07/02
Acquisition of real property	Project entails purchasing ROW or other property: Yes <input type="checkbox"/> No <input type="checkbox"/>
Project Description (Complete & Detailed)	Removal of existing curb & gutter, driveway approaches, & asphalt pavement, and reconstruction of street including handicap ramps with 6" reinforced concrete pavement, driveway approaches, and curbs. Project extends from Brown Trail east to Dora Drive.

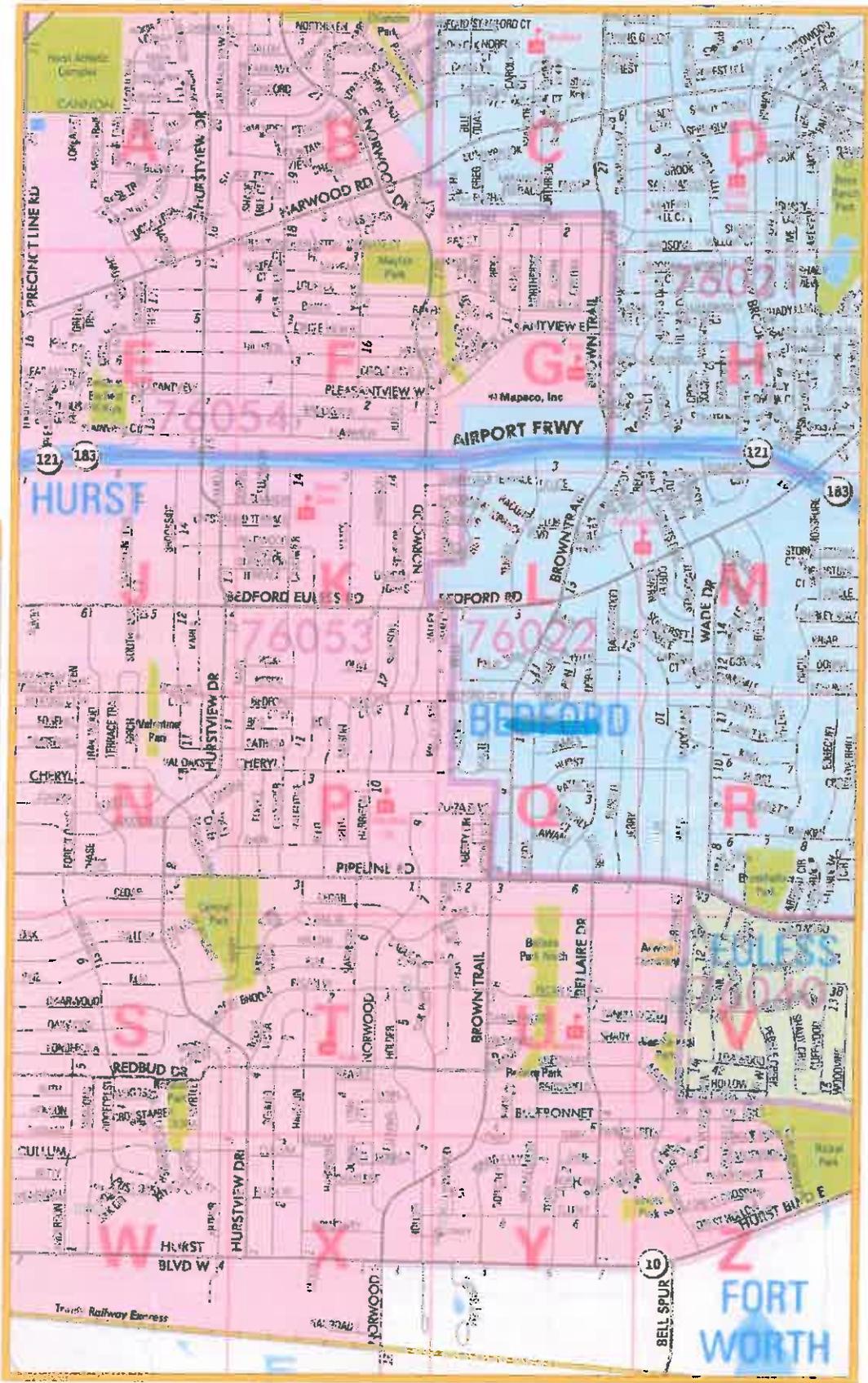
Service Area Description
(Street boundaries and description of non-residential area)

The service area for this street is totally residential. Besides Bedford Court east, itself, the service area using this street is included on the attached Service Area Map.

Land Use Information	State Land Use Codes	Land Use in Acres	Total Acres in Service Area	% of Total Service Area
	A1 (Single Family Residential)	92.5	92.5	100%
	A2 (Mobile Homes)			
	B1 (Multi family Residential)			
	C1 (Residential Vacant)			
	C2 (Commercial Vacant)			
	C6 (Exempt – ROW)			
	D3 (Farm land)			
	D4 (Undeveloped)			
	F1 (Commercial)			
	F2 (Industrial)			
	J1-8 (Utilities)			
	OTHER ()			
	TOTAL RESIDENTIAL:	92.5	92.5	100%

MAPS *(Check each which you have included)*

- Map(s) indicating Service Area and Project location
- Map of FEMA Flood Map (FIRM) of project area
- Other maps (i.e., indicating water or sewer flow)



CONTINUED ON MAP 52

CONTINUED ON MAP 54

SCALE IN MILES



SCALE IN FEET



MAP REPOSITORIES
Refer to Map Repositories list on Map Index

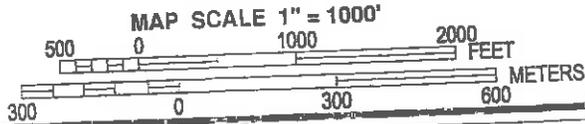
EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP
January 6, 1993

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
August 02, 1995 August 23, 2000

September 25, 2009 --to update corporate limits, to change Base Flood Elevations
and Special Flood Hazard Areas, to revise vertical datum, to update roads
and road names, to incorporate previously issued Letters of Map Revision.
and to reflect updated topographic information.

For community map revision history prior to countywide mapping, refer to the Community
Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance
agent or call the National Flood Insurance Program at 1-800-638-6620.



NFIP

PANEL 0210K

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP
TARRANT COUNTY,
TEXAS
AND INCORPORATED AREAS

PANEL 210 OF 495

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

<u>COMMUNITY</u>	<u>NUMBER</u>	<u>PANEL</u>	<u>SUFFIX</u>
BEDFORD, CITY OF	480585	0210	K
COLLEYVILLE, CITY OF	480590	0210	K
EULESS, CITY OF	480593	0210	K
FORT WORTH, CITY OF	480596	0210	K
HURST, CITY OF	480601	0210	K
NORTH RICHLAND HILLS, CITY OF	480607	0210	K

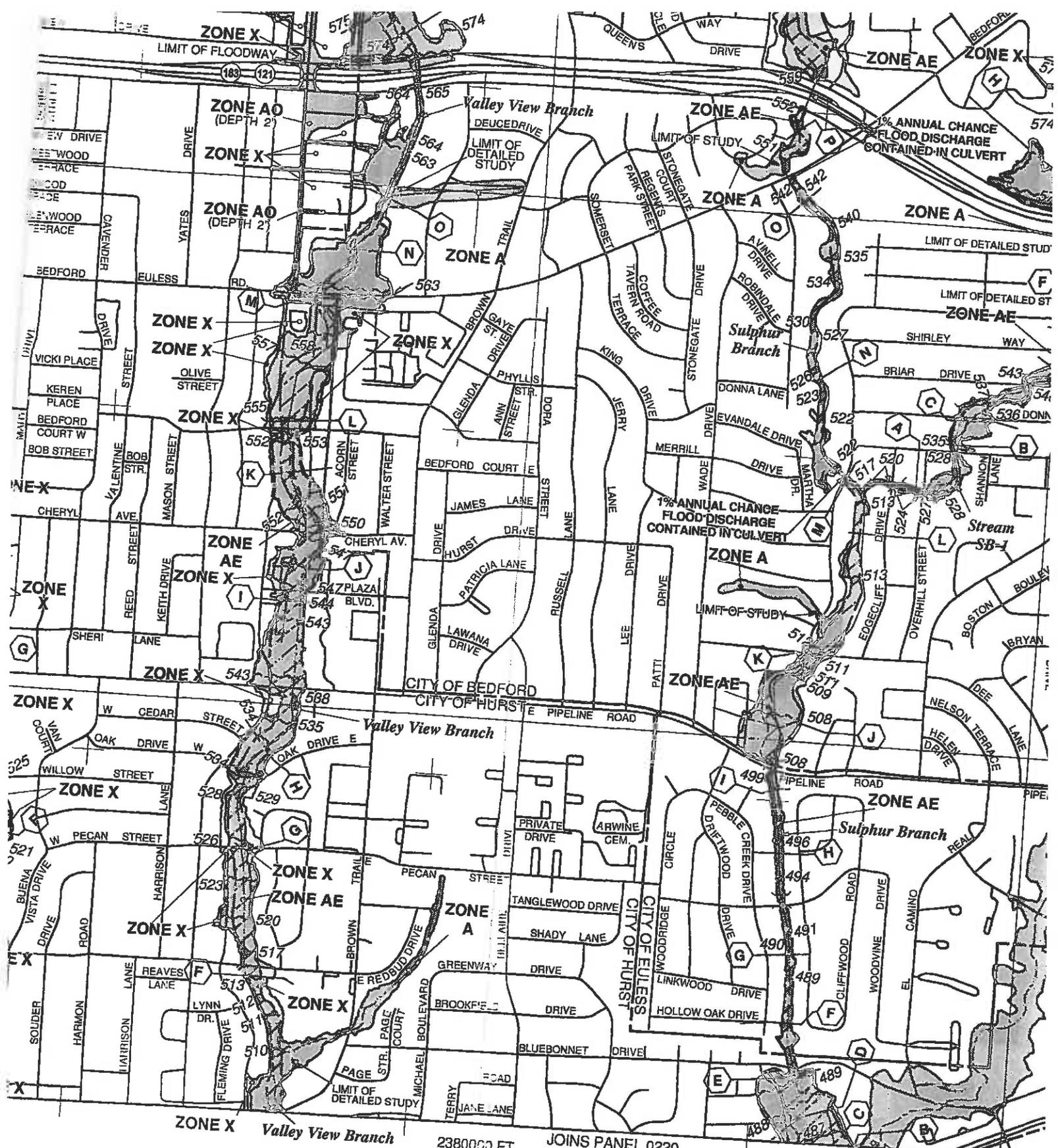
Notice to User: The Map Number shown below should be
used when placing map orders; the Community Number shown
above should be used on insurance applications for the subject
community.



MAP NUMBER
48439C0210K

MAP REVISED
SEPTEMBER 25, 2009

Federal Emergency Management Agency



2380000 FT JOINS PANEL 0220

ZONE AE (EL 487) LIMIT OF DETAILED STUDY 2385000 FT



BEDFORD WATER MAP

BEDFORD
SEWER MAP

G2





Part 5: Detailed Cost Estimate – 43rd Year – PY 2017

City Name	City of Bedford
Date	January 24, 2017
Project Address	300 Block Bedford Court East

Please fill in the below information

Item No.	Description	Quantity	Unit Price	Amount
	See Attached Opinion of Probable Cost			
	Cities encouraged to spend all CDBG			
	Budget with alternate deductibles			

Estimated Construction Subtotal: \$ 337,140

Design/Engineering Subtotal: \$ 10,000

TOTAL ESTIMATED PROJECT COSTS: \$ 347,140

City Leverage Amount <i>(if applicable)</i>	\$ 182,140
City Paid Design/Engineering <i>(if applicable)</i>	\$ 10,000
Other Sources <i>(if applicable)</i>	\$ 0
Assumed CDBG award	\$ 155,000
Total Estimated Funds Available	\$ 347,140

Note: Project Costs must balance with Funds Available.

Prepared By: J. Richard Perkins, P.E., Consultant

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

12/2/2016

J. Richard Perkins, P.E.
Consulting City Engineer

City of Bedford, Texas
Bedford Court E. Paving Improvements (Brown Trail to Dora St.)

ITEM NO.	DESCRIPTION OF ITEM	SPEC. SECTION No.	UNIT	TOTAL QUANTITY	UNIT PRICE	COST
1	Mobilization & Bonds		L.S.	1	9,000.00	9,000.00
2	Storm Water Pollution Prevention Plan		L.S.	1	4,500.00	4,500.00
3	Right-Of-Way Preparation		L.S.	1	8,000.00	8,000.00
4	Unclassified Street Excavation		C.Y.	900	20.00	18,000.00
5	Compacted Roadway Fill		S.Y.	50	40.00	2,000.00
6	8" TXI Cem-Lime Stabilized Subgrade		S.Y.	4,300	3.30	14,190.00
7	TXI Cem-Lime for Stabilized Subgrade		TN.	86	165.00	14,190.00
8	6" Reinforced Concrete Pavement & Curb		S.Y.	3,950	42.00	165,900.00
9	6" Reinforced Conc. On Comp. Subgrade		S.Y.	600	12.00	7,200.00
10	Remove & Replace 4" Reinf. Conc. S/W		S.Y.	60	72.00	4,320.00
11	Remove & Relocate 4" Reinf. Conc. S/W		S.Y.	20	72.00	1,440.00
12	ADA Compliant Barrier Free Type 7 Ramp		EA.	2	2,800.00	5,600.00
13	ADA Compliant Barrier Free Type 10 Ramp		EA.	1	2,500.00	2,500.00
14	ADA Compliant Barrier Free Type 11 Ramp		EA.	1	3,000.00	3,000.00
15	Concrete Pavement Header		LF	90	30.00	2,700.00
16	5" Type "B" HMAC for Street Transition		S.Y.	50	25.00	1,250.00
17	2" type "D" HMAC for Street Transition		S.Y.	50	20.00	1,000.00
18	Adjust Exist. SSMH to Final Grade		EA.	4	500.00	2,000.00
19	Boxout for Water Valve & Concrete Pad		EA.	1	300.00	300.00
20	Relocate/Adjust Meter & Meter Box		EA.	23	650.00	14,950.00
21	Storm Water Curb Opening (Private Drain)		EA.	1	1,200.00	1,200.00
22	Rem. & Repl. Stone Masonry Ret. Wall		L.F.	30	100.00	3,000.00
23	Crushed Rock for Vehicular Access		TN.	300	30.00	9,000.00
24	Tree Removal & Stump Grinding		EA.	2	700.00	1,400.00
25	Grass Sodding & 4" Topsoil		S.Y.	1,200	6.00	7,200.00
26	Remove & Reset Mailbox		EA.	4	200.00	800.00
27	Remove & Replace Exist. Masonry Wall		EA.	1	2,500.00	2,500.00
28	Construction Contingency for P/W Items		L.S.	1	30,000.00	30,000.00

Sub-Total Const. Cost	\$337,140.00
Engr./Surv. Services	\$10,000.00
TOTAL EST. CONSTRUCTION COST	\$347,140.00



Part 6: Description of Need and Problem to be Addressed. Will this project complement another project within the city or surrounding cities?

This street has experienced deterioration for a number of years due primarily to it serving as a collector street for the neighborhood. The City has tried to provide extended life to the street through its annual crack sealing program, but to little avail. The project (new concrete paving) will complement Dora Drive on the east end of the street which has been recently reconstructed with concrete paving.

Part 7: Financial Need Explanation *(Include statement and/or audit results)*

The City has experienced numerous street failures throughout the City, and this has stretched the street repair funding to an extreme limit, thereby creating the need for outside grant funding to supplement the budget shortfall.

Part 8: Project Performance Objectives and Outcome

OBJECTIVE (Select one)

- Suitable Living Environment *(most public works)*
- Decent Housing
- Economic Opportunity

OUTCOME (Select One)

- Availability or Accessibility
- Affordability
- Sustainability *(most public works)*

Part 9: Environmental and Neighborhood Conditions

The deteriorated street conditions have made it difficult for property owners in the 92.5 acre service area to access and safely negotiate the roadway. Curb & gutter along the street is also beginning to show distress, thus creating an unsightly neighborhood.



Part 10: CDBG Environmental Review Statutory Checklist

City City of Bedford
 Project Location 300 Block of Bedford Court East

Place an "X" in the appropriate response. If compliance response is other than "Not Applicable" please indicate needed requirement and any additional information.

Area of Statutory or Regulatory Compliance	Not Applicable to this project	Consultation Required	Review Required	Permits Required	Determination of Consistency Approvals, Permits Obtained	Conditions and/or Mitigation Actions Required	Provide Compliance Documentation. Additional material may be attached.
Historic Properties	X						
Flood Plain	X						
Wetlands	X						
Coastal Zone Management	X						Tarrant County, Texas is not located along a coastal area. Map on File.
Sole-Source Aquifers	X						Edwards Aquifer is the only sole source aquifer exchange zone in Texas. This Aquifer is not located in Tarrant County, Texas. Map on file.
Endangered Species	X						
Wild and Scenic River	X						No wild and scenic rivers are located in Tarrant County, Texas. Map on file.
Air Quality							Temporary due to dust created from the street excavation procedures.
Farmlands Protection	X						
Manmade Hazards:							
Thermal/Explosive	X						
Noise							Temporary only due to the use of construction equipment.
Airport Clear Zones	X						
Toxic Sites	X						
Solid Waste	X						
Environmental Justice	X						



CITY OF
BEDFORD
TEXAS

**COMMUNITY DEVELOPMENT BLOCK GRANT 43RD YEAR
PUBLIC HEARING NOTICE**

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BY THE BEDFORD CITY COUNCIL AT THE MEETING ON TUESDAY, JANUARY 10, 2016 AT 2000 FOREST RIDGE DRIVE, BEDFORD, TEXAS IN THE CITY COUNCIL CHAMBERS.

THE CITY OF BEDFORD WILL HOLD A PUBLIC HEARING CONCERNING THE ROADWAY IMPROVEMENTS IN THE 300 BLOCK OF BEDFORD COURT EAST FROM BROWN TRAIL TO DORA DRIVE. THE PROJECT INCLUDES REMOVAL OF EXISTING CURB AND GUTTER, DRIVEWAY APPROACHES, AND ASPHALT PAVEMENT AND RECONSTRUCTION OF THE STREET WITH 6" REINFORCED CONCRETE PAVEMENT, DRIVEWAYS, DRIVEWAY APPROACHES AND CURBS. THE PUBLIC HEARING WILL BE HELD DURING THE CITY COUNCIL MEETING ON TUESDAY, JANUARY 10, 2016. THE CITY COUNCIL MEETS AT CITY HALL, BUILDING A, 2000 FOREST RIDGE DRIVE, BEDFORD, TEXAS. FOR FURTHER INFORMATION, PLEASE CONTACT THE CITY OF BEDFORD PUBLIC WORKS DEPARTMENT AT (817) 952-2200.



Council Agenda Background

PRESENTER: Kenny Overstreet, Public Works Director

DATE: 01/10/17

Council Mission Area:

Be responsive to the needs of the community.

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Badger Meter Inc., dba National Meter and Automation (Badger), in the amount of \$14,375,863.79 for the Automated Meter Reading (AMR) System Project, SWIFT 16-03.

City Attorney Review: Yes

DISCUSSION:

In 2009, former Public Works Director, John F. Kubala, P.E., and Clifford Blackwell, CGFO, Director of Administrative Services, were authorized by the City Council to proceed with the deployment of an advanced Automated Meter Reading (AMR) System. The City's objectives for a new metering reading system included:

- Reducing meter reading costs, reducing the volume and/or duration of calls handled by Customer Service.
- Reducing the number of meter reading related field visits by water maintenance workers.
- Streamlining customer service processes, enhancing customer service levels.
- Reducing arrears and bad debts.
- Reducing adjustments.
- Reducing theft of service.
- Improving data for forecasting and facilities planning.

It was determined that replacing old meters would increase the City's billed-for revenues, and generally enhance the effectiveness of conservation efforts.

Multiple meetings were held at the Public Works office over the next several years, which included Public Works and Administrative Services staff. During the meetings, staff reviewed proposals and listened to presentations from various companies and consultants for AMR programs. Vendors under consideration included Siemens, Aqua Metric-Sensus, Motorola and Badger. With an estimated cost of over \$15,000,000, it took many years to find funding for a project of this magnitude. The Texas Water Development (TWDB) SWIFT low-cost loan program proved to be a good fit for the AMR program. In January of 2015, King Engineering Associates, Inc. was awarded two contracts to provide design and bidding services for approximately 15,000 water meters and 40 large diameter commercial water meters and vaults. During these assessments, it was found that Badger Meter most closely fit the scope of the needs of the City for an AMR system. The City was seeking a system that would be compatible with all of the City's computer systems, plus had the highest rating for accuracy. Public Works staff field tested various meters over several years and came to the conclusion that the meters provided by Badger were superior in function and best fit the needs of the City.

On December 14, 2016, a bid opening was held at the Public Works office for the AMR project. Badger submitted the only bid in the amount of \$14,375,863.79. A mandatory pre-bid meeting was held on November 16, 2016. Another company, U.S. Bronco, attended the meeting, but did not submit a bid packet. The bidding for the AMR project was initially advertised on October 30, 2016 to provide all prospective bidders enough time to prepare for their bids.

Mr. Loc Truong, P.E. of King Engineering, has qualified Badger, of Milwaukee, Wisconsin for the City-wide AMR program. He analyzed every aspect of the extensive bid packet submitted by Badger. His findings indicated Badger to be a proven entity in providing easy to use and efficient communications software and providing industry leading, precise and durable flow meters. In addition, Badger's program provides for fast leak detection, water conservation, and easier compliance reporting by providing hourly reading of water usage and enhanced customer service. The Badger meters will be provided through Atlas Utility Supply of Fort Worth, Texas.

Staff recommends Badger Meter, Inc., dba National Meter and Automation, for the AMR program. If approved, funding in the amount of \$14,375,863.79 will be provided through the 2015 Certificates of Obligation – TWDB Loan. The contract requires the project to be completed in 395 consecutive calendar days from the notice-to-proceed.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Badger Meter, Inc., dba National Meter and Automation (Badger), in the amount of \$14,375,863.79 for the Automated Meter Reading (AMR) System Project, SWIFT 16-03.

FISCAL IMPACT:

2015 Certificates of Obligation – TWDB Loan:	<u>\$24,683,875.00</u>
Project Budget:	<u>\$15,000,000.00</u>
Contract Amount:	<u>\$14,375,863.79</u>
Difference:	\$624,136.21

ATTACHMENTS:

Resolution
 Engineers Recommendation
 Texas Ethics Commission Form 1295

RESOLUTION NO. 17-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BADGER METER, INC., DBA NATIONAL METER AND AUTOMATION (BADGER), IN THE AMOUNT OF \$14,375,863.79 FOR THE AUTOMATED METER READING (AMR) SYSTEM PROJECT, SWIFT 16-03.

WHEREAS, Badger Meter Inc. has provided metering services since 1905; and,

WHEREAS, the City Council of Bedford, Texas has determined that providing Automated Water Meters is necessary to save water loss through an accurate service line leak detection system; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements 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 in their entirety.

SECTION 2. That the City Council of the City of Bedford, Texas hereby approves the contract with Badger Meter, Inc., dba National Meter and Automation, for the Automated Meter Reading System and authorizes the City Manager to execute all contract documents relating thereto on behalf of the City of Bedford, Texas.

SECTION 3. That, the cost of said project shall be paid from the 2015 Certificates of Obligation – TWDB Loan in the amount of \$14,375,863.79.

PRESENTED AND PASSED this 10th day of January 2017, 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

SERVICES

Civil Engineering
Transportation Planning & Engineering
Environmental Engineering
Land Planning
Ecological Services
Surveying & Mapping
Construction Management
GIS Mapping
Landscape Architecture #LC26000183

OFFICE LOCATIONS

FLORIDA

Jacksonville
Miami
Sarasota
Tampa

TEXAS

Austin

December 28, 2016

Mr. Kenneth Overstreet
Director of Public Utilities
Bedford Public Works
1813 Reliance Parkway
Bedford, TX 76021-6109

Re: Automated Meter Reading (AMR) System Project
Bid No.: SWIFT-16-03
TWDB SWIFT Program No. 51016

Dear Mr. Overstreet:

King Engineering Associates, Inc. (King) has evaluated the one (1) bid received on December 14, 2016, for the above referenced project. It should be noted that only one (1) bid was received due to the single source procurement method as approved by the Texas Water Development Board per the letter dated March 28, 2016.

The apparent low bidder is Badger Meter, Inc. dba National Meter and Automation (Badger) in the amount of \$14,375,683.79, which is approximately 4% less than the Engineer's Opinion of Probable Construction Cost of \$14.9M. A tabulation of the bid is enclosed for your review. It should be noted that during our review of the bid, we discovered that the bid submitted by Badger contains a \$0.02 discrepancy in the total for Base Bid - Part B (Meter Vault Improvements). The correct total for Base Bid - Part B (Meter Vault Improvements) based on the sum of the unit prices is \$590,336.79 (not \$590,336.81 as shown on the Bid Form).

As part of the bid evaluation, King contacted Badger to discuss their understanding of the project and the bid items. In summary, the following topics were discussed with Badger and they have indicated the following:

- Badger understands the scope of work and site conditions;
- Badger understands the schedule requirements and contract time;
- Badger has indicated that they have no exceptions in their bid; and
- Badger is comfortable with their bid prices and what is included in each bid item.

King also contacted the following references provided by Badger:

- Rogelio Salcido, Project Manager – City of Odessa, Texas
- Dan Mikesell, Deputy Director of Utilities – City of Aurora, Colorado
- Nicholas Schiavo, Public Utilities Director – City of Santa Fe, New Mexico

1250 Capital of Texas Hwy. South
Austin, TX 78746

Phone 512 • 462 • 4921
Fax 512 • 462 • 1372

www.kingengineering.com

SERVICES

Civil Engineering
Transportation Planning & Engineering
Environmental Engineering
Land Planning
Ecological Services
Surveying & Mapping
Construction Management
GIS Mapping
Landscape Architecture #LC26000183

OFFICE LOCATIONS

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TEXAS

Austin

Records of the phone conversation are attached.

Badger appears capable of successfully performing the work based on their understanding of the project, their experience, and their past performance on projects based on feedback from the above references.

Therefore, we recommend that the City award the contract to Badger Meter, Inc. dba National Meter and Automation (Badger) in the amount of Fourteen Million Three Hundred Seventy-Five Thousand Six Hundred Eighty-Three Dollars and Seventy-Nine Cents (\$14,375,683.79).

If you have any questions or require any additional information, please contact us.

Sincerely,



Loc. P. Truong, P.E.
Sr. Project Manager

LPT/pre

Enclosures

cc: Dean Yanagi, P.E., City of Bedford
Matthew W. Davis, E.I., King
File 10058-00-03 (100)

1250 Capital of Texas Hwy. South
Austin, TX 78746

Phone 512 • 462 • 4921
Fax 512 • 462 • 1372

www.kingengineering.com

City of Bedford

Automated Meter Reading (AMR) System Project

Bid No.: SWIFT-16-03

TWDB SWIFT Program No. 51016

Bid Opening Date/Time: December 14, 2016, 2:00 P.M.

Bid Tabulation Summary

	Badger Meter, Inc. dba National Meter and Automation	
Base Bid - Part A (Residential Meter Replacement)	\$	13,785,347.00
Base Bid - Part B (Meter Vault Improvements)	\$	590,336.79
TOTAL	\$	14,375,683.79

City of Bedford
Automated Meter Reading (AMR) System Project
Bid No.: SWIFT-16-03
TWDB SWIFT Program No. 51016
Bid Opening Date/Time: December 14, 2016, 2:00 P.M.

Bid Tabulation Detail

				Badger Meter, Inc. dba National Meter and Automation	
Bid Item No.	Description	Quantity	Unit	Unit Price	Total Price
Base Bid – Part A (Residential Meter Replacement)					
1A	Mobilization – 5% Max	1	LS	\$ 450,000.00	\$ 450,000.00
2A	5/8" x 3/4" Ultrasonic Water Meter Replacement	13,000	EA	\$ 361.95	\$ 4,705,350.00
3A	1" Ultrasonic Water Meter Replacement	500	EA	\$ 415.10	\$ 207,550.00
4A	1½" Ultrasonic Water Meter Replacement	100	EA	\$ 829.65	\$ 82,965.00
5A	2" Ultrasonic Water Meter Replacement	600	EA	\$ 984.10	\$ 590,460.00
6A	Install Cellular Endpoints on Existing Water Meters	1,200	EA	\$ 299.43	\$ 359,316.00
7A	AMR Software and Integration and Training	1	LS	\$ 34,750.00	\$ 34,750.00
8A	Customer Billing System Software and Integration and Training	1	LS	\$ 26,840.00	\$ 26,840.00
9A	AMR Software Onsite Technical Support	1	LS	\$ 45,000.00	\$ 45,000.00
10A	Customer Billing System Software Onsite Technical Support	1	LS	\$ 54,900.00	\$ 54,900.00
11A	¾" and 1" Service Water Meter Box with AMR Lid (DFW37C)	7,500	EA	\$ 95.85	\$ 718,875.00
12A	2" Service Water Meter Box with AMR Lid (DFW65C)	500	EA	\$ 178.00	\$ 89,000.00
13A	Bullhead Service Water Meter Box with AMR Lid (DFW1500)	5,500	EA	\$ 30.50	\$ 167,750.00
14A	¾" Water Meter Box AMR Lid Only (DFW1200.1.T.lid)	1,000	EA	\$ 7.25	\$ 7,250.00
15A	1" Water Meter Box AMR Lid Only (DFW1500.1.T2.lid)	700	EA	\$ 13.50	\$ 9,450.00
16A	Double Water Meter Box AMR Lid Only (DFW1600.X.12.1.T2)	1,000	EA	\$ 30.75	\$ 30,750.00
17A	5/8" - 1" Dig Up and Raise Water Meter – As Needed	5,000	EA	\$ 129.00	\$ 645,000.00
18A	5/8" - 1" Angle Stop Remove/Replace – As Needed	5,000	EA	\$ 172.00	\$ 860,000.00
19A	5/8" - 1" Replumb Meter – As Needed	5,000	EA	\$ 134.00	\$ 670,000.00
20A	5/8" - 1" Repair Line Break – As Needed	5,000	EA	\$ 143.00	\$ 715,000.00
21A	1½ - 2" Dig Up and Raise Water Meter – As Needed	300	EA	\$ 585.00	\$ 175,500.00
22A	1½ - 2" Angle Stop Remove/Replace – As Needed	300	EA	\$ 712.00	\$ 213,600.00
23A	1½ - 2" Replumb Meter – As Needed	500	EA	\$ 600.00	\$ 300,000.00
24A	1½ - 2" Repair Line Break – As Needed	300	EA	\$ 568.00	\$ 170,400.00
25A	Concrete Sidewalks/Driveways	1,200	CYD	\$ 525.00	\$ 630,000.00
26A	2" Asphalt Restoration	12,000	SYD	\$ 50.00	\$ 600,000.00
27A	Sod Restoration	13,000	SYD	\$ 17.00	\$ 221,000.00
28A	Water Meter Spare Parts	1	LS	\$ 4,641.00	\$ 4,641.00
29A	Owner's Contingency Allowance	1	LS	\$ 1,000,000.00	\$ 1,000,000.00
Base Bid Part A – Subtotal					\$ 13,785,347.00
Base Bid - Part B (Meter Vault Improvements)					
1B	Meter Vault No. 1 Improvements	1	EA	\$ 16,315.79	\$ 16,315.79
2B	Meter Vault No. 2 Improvements	1	EA	\$ 4,526.32	\$ 4,526.32
3B	Meter Vault No. 3 Improvements	1	EA	\$ 4,857.89	\$ 4,857.89
4B	Meter Vault No. 4 Improvements	1	EA	\$ 11,736.84	\$ 11,736.84
5B	Meter Vault No. 5 Improvements	1	EA	\$ 16,026.32	\$ 16,026.32
6B	Meter Vault No. 6 Improvements	1	EA	\$ 5,078.95	\$ 5,078.95
7B	Meter Vault No. 7 Improvements	1	EA	\$ 4,184.21	\$ 4,184.21
8B	Meter Vault No. 8 Improvements	1	EA	\$ 3,563.16	\$ 3,563.16
9B	Meter Vault No. 9 Improvements	1	EA	\$ 1,489.47	\$ 1,489.47
10B	Meter Vault No. 10 Improvements	1	EA	\$ 1,384.21	\$ 1,384.21
11B	Meter Vault No. 11 Improvements	1	EA	\$ 3,868.42	\$ 3,868.42
12B	Meter Vault No. 12 Improvements	1	EA	\$ 7,173.68	\$ 7,173.68
13B	Meter Vault No. 13 Improvements	1	EA	\$ 1,489.47	\$ 1,489.47
14B	Meter Vault No. 14 Improvements	1	EA	\$ 8,184.21	\$ 8,184.21

15B	Meter Vault No. 15 Improvements	1	EA	\$ 16,052.63	\$ 16,052.63
16B	Meter Vault No. 16 Improvements	1	EA	\$ 37,489.47	\$ 37,489.47
17B	Meter Vault No. 17 Improvements	1	EA	\$ 3,405.26	\$ 3,405.26
18B	Meter Vault No. 18 Improvements	1	EA	\$ 5,626.32	\$ 5,626.32
19B	Meter Vault No. 19 Improvements	1	EA	\$ 4,152.63	\$ 4,152.63
20B	Meter Vault No. 20 Improvements	1	EA	\$ 5,847.37	\$ 5,847.37
21B	Meter Vault No. 21 Improvements	1	EA	\$ 5,421.05	\$ 5,421.05
22B	Meter Vault No. 22 Improvements	1	EA	\$ 9,868.42	\$ 9,868.42
23B	Meter Vault No. 23 Improvements	1	EA	\$ 7,315.79	\$ 7,315.79
24B	Meter Vault No. 24 Improvements	1	EA	\$ 4,078.95	\$ 4,078.95
25B	Meter Vault No. 25 Improvements	1	EA	\$ 910.53	\$ 910.53
26B	Meter Vault No. 26 Improvements	1	EA	\$ 7,984.21	\$ 7,984.21
27B	Meter Vault No. 27 Improvements	1	EA	\$ 45,105.26	\$ 45,105.26
28B	Meter Vault No. 28 Improvements	1	EA	\$ 7,894.74	\$ 7,894.74
29B	Meter Vault No. 29 Improvements	1	EA	\$ 5,000.00	\$ 5,000.00
30B	Meter Vault No. 30 Improvements	1	EA	\$ 5,000.00	\$ 5,000.00
31B	Meter Vault No. 31 Improvements	1	EA	\$ 3,289.47	\$ 3,289.47
32B	Meter Vault No. 32 Improvements	1	EA	\$ 5,763.16	\$ 5,763.16
33B	Meter Vault No. 33 Improvements	1	EA	\$ 7,342.11	\$ 7,342.11
34B	Meter Vault No. 34 Improvements	1	EA	\$ 4,368.42	\$ 4,368.42
35B	Meter Vault No. 35 Improvements	1	EA	\$ 4,842.11	\$ 4,842.11
36B	Meter Vault No. 36 Improvements	1	EA	\$ 6,078.95	\$ 6,078.95
37B	Meter Vault No. 37 Improvements	1	EA	\$ 2,436.84	\$ 2,436.84
38B	Meter Vault No. 38 Improvements	1	EA	\$ 4,684.21	\$ 4,684.21
39B	Meter Vault No. 39 Improvements	1	EA	\$ 4,073.68	\$ 4,073.68
40B	Meter Vault No. 40 Improvements	1	EA	\$ 4,073.68	\$ 4,073.68
41B	Meter Vault No. 41 Improvements	1	EA	\$ 4,436.84	\$ 4,436.84
42B	Meter Vault No. 42 Improvements	1	EA	\$ 1,157.89	\$ 1,157.89
43B	Meter Vault No. 43 Improvements	1	EA	\$ 1,157.89	\$ 1,157.89
44B	Meter Vault No. 44 Improvements	1	EA	\$ 763.16	\$ 763.16
45B	Meter Vault No. 45 Improvements	1	LS	\$ 3,468.42	\$ 3,468.42
46B	Remove and Install New Aluminum Single Leaf Hatch	5	EA	\$ 2,615.79	\$ 13,078.95
47B	Remove and Install New Aluminum Double Leaf Hatch	2	EA	\$ 4,147.37	\$ 8,294.74
48B	2" Ultrasonic Water Meter Replacement	13	EA	\$ 984.10	\$ 12,793.30
49B	3" Compound Water Meter Replacement	10	EA	\$ 2,845.91	\$ 28,459.10
50B	3" Turbo Water Meter Replacement	1	EA	\$ 1,549.00	\$ 1,549.00
51B	3" Turbo Water Meter with Integral Strainer Replacement	2	EA	\$ 1,965.08	\$ 3,930.16
52B	4" Compound Water Meter Replacement	18	EA	\$ 3,817.17	\$ 68,709.06
53B	6" Compound Water Meter Replacement	1	EA	\$ 5,099.40	\$ 5,099.40
54B	2" Plate Strainers	2	EA	\$ 356.02	\$ 712.04
55B	3" Plate Strainers	11	EA	\$ 511.76	\$ 5,629.36
56B	4" Plate Strainers	18	EA	\$ 667.50	\$ 12,015.00
57B	6" Plate Strainers	1	EA	\$ 901.13	\$ 901.13
58B	Meter Registers with Cellular Endpoints	5	EA	\$ 299.43	\$ 1,497.15
59B	2" Oriseal Valve	20	EA	\$ 1,250.00	\$ 25,000.00
60B	3" MJ RWGV	5	EA	\$ 1,300.00	\$ 6,500.00
61B	3" Flanged RWGV	20	EA	\$ 1,540.00	\$ 30,800.00
62B	4" Flanged RWGV	25	EA	\$ 1,500.00	\$ 37,500.00
63B	Rotating Gate Valve Locks	50	EA	\$ 60.00	\$ 3,000.00
64B	Maintenance of Traffic (MOT) – 1% Max	1	LS	\$ 5,900.00	\$ 5,900.00
Base Bid Part B – Subtotal					\$ 590,336.79
GRAND TOTAL (Base Bid Part A + Base Bid Part B)					\$ 14,375,683.79

CONTRACTOR REFERENCE SUMMARY

Project: Automated Meter Reading (AMR) System Project

Bid No: SWIFT-16-03

Contractor: Badger Meter, Inc. dba National Meter and Automation

Reference: Rogelio Salcido, Project Manager, City of Odessa, Texas

Date of Phone Call: December 16, 2016

1. What kind of project did the Contractor work with you on?

Replacement of 41,000 existing water meters with Badger AMR meters.

2. What was the construction cost of the project?

Approximately \$12M.

3. What year was the contract completed?

2016.

4. Did Contractor do quality work, i.e. were you pleased with his performance?

Yes.

5. Was the contractor easy to contact and work with?

Yes.

6. Where there any delays/schedule issues? Did Contractor complete work within the specified contract time period?

No delays on behalf of U.S. Bronco Services and project was completed on time.

7. Were there any significant change orders?

No.

8. If you had the choice, would you use this Contactor again?

Yes.

CONTRACTOR REFERENCE SUMMARY

Project: Automated Meter Reading (AMR) System Project
Bid No: SWIFT-16-03
Contractor: Badger Meter, Inc. dba National Meter and Automation
Reference: Dan Mikesell, Deputy Director of Utilities, City of Aurora, Colorado
Date of Phone Call: December 16, 2016

1. What kind of project did the Contractor work with you on?

Installation of approximately 83,000 meters including two (2) generations of Badger AMR meters. 2nd Generation of the project began in 2007 and continues through 2018.

2. What was the construction cost of the project?

*1st Generation: \$4M (installation completed by City)
2nd Generation: \$7M (installation completed by National Meter & Automation)*

3. What year was the contract completed?

Ongoing.

4. Did Contractor do quality work, i.e. were you pleased with his performance?

Yes.

5. Was the contractor easy to contact and work with?

Yes, very responsive including warranty replacements.

6. Where there any delays/schedule issues? Did Contractor complete work within the specified contract time period?

No delays/schedule issues. Project is ongoing.

7. Were there any significant change orders?

No.

8. If you had the choice, would you use this Contactor again?

Yes.

CONTRACTOR REFERENCE SUMMARY

Project: Automated Meter Reading (AMR) System Project

Bid No: SWIFT-16-03

Contractor: Badger Meter, Inc. dba National Meter and Automation

Reference: Nicholas Schiavo, Public Utilities Director, City of Santa Fe, New Mexico

Date of Phone Call: December 16, 2016

1. What kind of project did the Contractor work with you on?

Replacement of approximately 34,000 existing water meters with Badger AMR meters. Meters ranged in size from 5/8" to 6".

2. What was the construction cost of the project?

Approximately \$8M.

3. What year was the contract completed?

2016

4. Did Contractor do quality work, i.e. were you pleased with his performance?

Yes.

5. Was the contractor easy to contact and work with?

Yes, Badger representatives were helpful assisting with startup throughout the duration of the project.

6. Were there any delays/schedule issues? Did Contractor complete work within the specified contract time period?

No delays/schedule issues and project was completed on time.

7. Were there any significant change orders?

None caused by the Contractor. City under bid the quantity of meters, therefore a change order was required to purchase and install additional meters.

8. If you had the choice, would you use this Contractor again?

Yes.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Badger Meter Inc
Milwaukee, WI United States

Certificate Number:
2016-143662

Date Filed:
12/07/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Bedford, TX

Date Acknowledged:

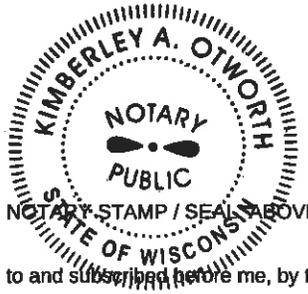
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

SWIFT-16-03
Automated Meter Reading (AMR) System Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Kelly M Barthel

Signature of authorized agent of contracting business entity
Kelly M. Barthel, Assistant Secretary

Sworn to and subscribed before me, by the said Kelly M. Barthel, this the 7th day of December, 2016, to certify which, witness my hand and seal of office.

Kimberley A Otworth Kimberley A. Otworth Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

My Commission Expires 25 August 2020



Council Agenda Background

PRESENTER: Kenny Overstreet, Public Works Director

DATE: 01/10/17

Council Mission Area:

Be responsive to the needs of the community.

ITEM:

Consider a resolution authorizing the City Manager to enter into an agreement with Kimley-Horn and Associates, Inc. in an amount not to exceed \$24,000 for engineering design of the step-up transformer for the Simpson Terrace Well and construction contract administration.

City Attorney Review: Yes

DISCUSSION:

In 2009, Kimley-Horn and Associates, Inc., (KHA) signed a Standard Master Agreement for Continuing Professional Services. In 2011, under that agreement, the City utilized KHA for peer review of the construction of the Simpson Terrace Well, including the Chemical Feed, SCADA, and Piping. KHA also completed the design and contract administration for the Booster Pump Station, which is located next to the Simpson Terrace Well.

The Simpson Terrace Well and the booster pump station runs off of one electrical transformer. Since the booster pump station was completed in 2013, there have been problems with the switchgear and power feeds, which can shorten the life of the pumps and motors. A report from 2M Associates in Dallas showed the facilities are fed from a 750kVA utility transformer with 12470/480 voltage windings. The 480V is then stepped up to 2300V through a 300kVA transformer to feed the 300 hp motor. The motor at the well is located 1,680 feet from the starter. The motor itself is started with reduced voltage solid state starter (RVSS). A line reactor was added in series with the RVSS to compensate for the effects of long cables. In addition, the observed running current of 78A exceeds the transformer's nameplate rating of 75A. In other words, the well and pump station work, but occasionally the breakers trip out due to low amperage. When this happens, the well and pump station must be reset manually, which prevents operating at its best capacity. Also, the sudden shut downs and amperage drops accelerate the wear and tear of the expensive equipment.

KHA has submitted a design services proposal for the removal and replacement of the existing step-up transformer. Once completed, the design would remove all of the step-up voltage winding that was added to make the facility function. Replacing the transformer to meet the needs of all of the equipment would help to prolong the life of the motors and pumps at the well and booster pump station.

Staff recommends KHA for the design of the Simpson Terrace Well Step-Up Transformer Project. The proposed design agreement with KHA would not exceed \$24,000. The task involved in the design, removal and replacement of the existing transformer includes construction plans and specifications, an opinion of probable construction cost and one review meeting with the City.

If approved, funding will be paid from the 2011 Water and Sewer Certificates of Obligation Bond in an amount not to exceed \$24,000.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manger to enter into an agreement with Kimley-Horn and Associates, Inc. in an amount not to exceed \$24,000 for engineering design of the step-up transformer for the Simpson Terrace Well and construction contract administration.

FISCAL IMPACT:

2011 Water & Sewer Certificates of Obligation Balance:	\$142,322
Contract Amount:	<u>\$ 24,000</u>
Difference:	\$118,322

ATTACHMENTS:

Resolution
Design Agreement
Texas Ethics Commission Form 1295

RESOLUTION NO. 17-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$24,000 FOR ENGINEERING DESIGN OF THE STEP-UP TRANSFORMER FOR THE SIMPSON TERRACE WELL AND CONSTRUCTION CONTRACT ADMINISTRATION.

WHEREAS, Kimley-Horn and Associates Inc. has provided engineering services to the City for water system projects since 2009; and,

WHEREAS, the City Council of Bedford, Texas has determined that providing improvement to the Simpson Terrace Well and booster pump station by replacing the undersized transformer is 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 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 in their entirety.

SECTION 2. That the City Council of the City of Bedford, Texas hereby approves the contract with Kimley-Horn and Associates, Inc. for the design of the Simpson Terrace Well Step-Up Transformer and authorizes the City Manager to execute all contract documents relating thereto on behalf of the City of Bedford, Texas.

SECTION 3. That the cost of said project shall be paid from the 2011 Water and Sewer Certificates of Obligation in an amount not to exceed \$24,000.

PRESENTED AND PASSED this 10th day of January 2017, 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



December 7, 2016

Mr. Kenny Overstreet
Director of Public Works
1813 Reliance Parkway
Bedford, Texas 76021

RE: *Simpson Terrace Well Step-Up Transformer*

The City of Bedford has requested Kimley-Horn and Associates, Inc. (Consultant) to assist with design of the step-up transformer for the Simpson Terrace well. Consultant will assist with design of solution(s) to the step-up transformer and construction contract administration.

SCOPE OF SERVICES

TASK 1 – DESIGN

This task involves design for the removal and replacement of the existing step-up transformer. The following items are included in this task:

- A. Final Construction Plans and Specifications
 - a. Preparation of engineering plans and technical specifications. One set of bidding documents will be prepared for the entire project. Plans shall consist of 22"x 34" plan sheets. Specifications shall include technical specifications for materials and installation of the proposed facilities. The City will prepare the Contract Documents.
- B. Opinion of Probable Construction Costs
- C. Review Meeting with the City

TASK 2 – CONSTRUCTION CONTRACT ADMINISTRATION

Consultant will provide the construction phase services specifically stated below:

- A. *Pre-Construction Conference*. Consultant will conduct [or attend] a Pre-Construction Conference prior to commencement of Work at the Site.
- B. *Visits to Site and Observation of Construction*. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance

with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

Consultant shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with applicable laws and regulations. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- C. *Recommendations with Respect to Defective Work.* Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- D. *Clarifications and Interpretations.* Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.
- E. *Change Orders.* Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- F. *Shop Drawings and Samples.* Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- G. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- H. *Inspections and Tests.* Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.
- I. *Disagreements between Client and Contractor.* Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents

pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

- J. *Applications for Payment.* Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- K. *Substantial Completion.* Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.
- L. *Final Notice of Acceptability of the Work.* Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

SCOPE OF ADDITIONAL SERVICES

Additional services to be performed if authorized by the Client, but which are not included in the aforementioned Scope of Services, are as follows:

- A. Bidding Phase Services.
- B. Accompanying the Client's personnel when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project. Consultant will assist the Client's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.
- C. Assisting Client or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- D. Legal description for parcels.
- E. Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- F. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- G. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Client.
- H. Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- I. Providing any presentations to City Council other than those listed in the scope of services.
- J. Obtaining right of entry for access onto private property.
- K. Any traffic control design.
- L. Any meetings not listed in the Scope of Services.
- M. Any neighborhood or public meetings.
- N. Any services not listed in the Scope of Services.

PROJECT SCHEDULE

We are prepared to begin our services immediately upon approval of the Contract and we will endeavor to meet your scheduling needs. We anticipate the following schedule:

	<u>Calendar Days</u>
Design	30 Days

COMPENSATION

Consultant will provide the Scope of Services for Task 1 for a lump sum fee.

Task 1 - Design \$19,000

Consultant will provide the Scope of Services detailed in “Task 2 – Construction Contract Administration” on a labor fee plus expense basis. Labor fee will be billed according to the attached rate schedule, which is subject to annual adjustment. Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A 6% fee will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Consultant will perform the services described in Task 2 for an amount not to exceed \$5,000.

TOTAL FEE NOT TO EXCEED \$24,000

Additional services will be negotiated at the time they are identified.

**Standard Rate Schedule
(Hourly Rate)**

Senior Professional I	\$230 - \$250
Senior Professional II	\$190 - \$240
Professional	\$150 - \$205
Analyst	\$145 - \$165
Designer	\$170 - \$180
Technical Support	\$65 - \$160
Clerical/Administrative Support	\$70 - \$125

Effective July 2016

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Master Services Agreement which are incorporated by reference.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy and return the other to me. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

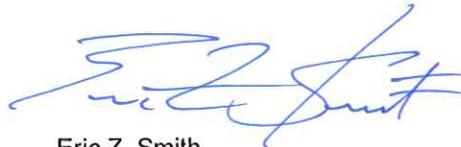
We appreciate the opportunity to provide these services to you and look forward to continuing to work for the City of Bedford. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Todd L. Strouse
Project Manager



Eric Z. Smith
Assistant Secretary

Attachment – Master Services Agreement

Agreed to this ____ day of _____.

**THE CITY OF BEDFORD, TEXAS
A MUNICIPALITY**

By: _____

Official Seal:

(Print or Type Name)

Title: _____

_____, Witness
(Print or Type Name)

**STANDARD MASTER AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 15th day of December, 2009, by and between CITY OF BEDFORD, TEXAS ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC., ("the Consultant").

RECITALS

The Client and the Consultant desire to set forth the general terms and conditions whereby the Consultant will be engaged to provide professional consulting services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an executed Individual Project Order ("IPO").

AGREEMENT

(1) Scope of Services and Additional Services. The undertaking of the Consultant to perform professional Services under this Agreement extends only to the services set forth in IPO's ("the Services"). However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services") and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 time cost. Technical use of computers for design, analysis, GIS, and graphics, etc. will be billed at \$25.00 per hour.

(2) Client's Responsibilities. In addition to other responsibilities described in this Agreement or imposed by law, the Client shall have the following responsibilities:

(a) Designate in writing a person to act as the Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the Consultant's services for the Project.

(b) Provide all criteria and full information as to the Client's requirements for the Project, including objectives and constraints, space, capacity and performance requirements and expectations, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the Client will require to be used or included in the drawings and specifications.

(c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.

(d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the IPO in question) (i) data prepared by or services of others, including without

limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment; (ii) appropriate professional interpretations of all of the foregoing; (iii) environmental assessment and impact statements; (iv) property, boundary, easement, right-of-way, topographic and utility surveys; (v) property descriptions; (vi) zoning, deed and other land use restrictions; and (vii) other special data or consultations; all of which Consultant may use and rely upon.

(e) Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in the IPO in question).

(f) Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the Client for delays resulting from Client's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(i) Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such as legal services as the Client may require or the Consultant may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by any contractor(s) employed by the Client (hereinafter the "Contractor"), such auditing services as the Client may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the Client may require to ascertain that the Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

(j) If the Client designates a person to represent the Client at the site who is not the Consultant or the Consultant's agent or employee, set forth the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of the Consultant, stating these matters in an exhibit that is to be identified, attached to, and made a part of this Agreement before such services begin.

(k) If more than one prime contract is to be awarded for construction, materials, equipment and services for the Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

(l) Furnish to the Consultant data or estimated figures as to the Client's anticipated costs for services to be provided by others for the Client as required for the Consultant to support opinions of probable total Project costs.

(m) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(n) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or nonconformance

in any aspect of the Project.

(o) Bear all costs incident to compliance with the requirements of this paragraph.

(3) Period of Services. The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Consultant's Services. The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months (cumulatively), the rates of compensation in this Agreement and the IPO shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO.

(b) The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, facsimiles, word processing, and postage. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, GIS, and graphics, etc., will be billed at \$25.00 per hour.

(c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.

(d) In addition to amounts payable by the Client to the Consultant hereunder, the Client shall be invoiced for and shall pay to the Consultant in accordance with these provisions all taxes, if any, whether state, local, or federal levied with respect to such amounts.

(5) Method of Payment.

(a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within ~~25~~45 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. ~~Interest will be added to accounts not paid within 25 days at the rate of 12% per annum beginning on the 25th day.~~ If the Client fails to make any payment due the Consultant under this or any other agreement within ~~30~~45 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.

(b) If the Client objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing.

(c) If the Consultant or Client initiates legal proceedings to collect payment, ~~it to enforce any term or~~

condition in the Agreement the successful party may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. ~~Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.~~

(d) The Client agrees that payment to the Consultant is not subject to any contingency. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the Client.

(6) Use of Documents. All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant. ~~and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.~~ Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(7) Opinions of Cost. Since the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services by the Client.

(8) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice without cause, or in the event of substantial failure by the other

party to perform in accordance with the terms hereof through no fault of the terminating party. ~~or upon thirty days' written notice for the convenience of the terminating party.~~ If any changes occur in the ownership of the Client, the Consultant has the right to immediately terminate this Agreement. In the event of any termination, the Consultant will be paid for all authorized services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination as allowed by the Agreement. If the Consultant's compensation hereunder is determined on an hourly basis, the amount payable to the Consultant for services so rendered shall be established on the basis of the time and authorized expenses actually incurred on the Project to the effective date of termination. If the Consultant's compensation under this Agreement is a lump sum, upon such termination the amount payable to the Consultant for services rendered will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed.

(9) Insurance. The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(10) Standard of Care. In performing its professional services hereunder, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services hereunder.

(11) Limitation of Liability. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and the Consultant's subconsultants, and any of them, to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, the Consultant's subconsultants or any of them, shall not exceed twice the total compensation received by the Consultant under the IPO in question. ~~or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee.~~ Under no circumstances shall the Consultant be liable to the Client or those claiming by or through the Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors or materialmen to perform work in accordance with the plans and specifications. This Section 11 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 11 shall require the Client to indemnify the Consultant.

(12) Certifications. The Consultant shall not be required to execute certifications or third-party reliance

letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation ~~in accordance with the Construction Industry Mediation Rules of the American Arbitration Association~~ as a condition precedent to litigation. Any mediation or civil action must be commenced within one two (2) years of the knowledge of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) Hazardous Substances.

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

(b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its services. The parties shall decide if Consultant is to proceed with testing and evaluation and may enter into further agreements as to the additional scope, fee, and terms for such services.

(15) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

~~(17) — Confidentiality. The Client hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.~~

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both the Consultant and the Client. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

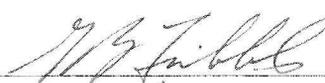
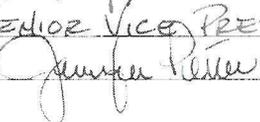
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF BEDFORD, TEXAS

BY: 
ITS: PUBLIC WORKS Dir.
ATTEST: _____

(IF CORPORATION, AFFIX
CORPORATE SEAL)

KIMLEY-HORN AND ASSOCIATES, INC.

BY: 
ITS: Senior Vice President
ATTEST: 

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kimley-Horn and Associates, Inc.
Dallas, TX United States

Certificate Number:
2016-148372

Date Filed:
12/21/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Bedford

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

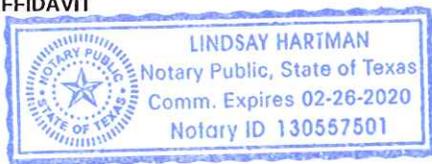
ENG 17-01
Design of the step-up transformer for the Simpson Terrace well

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Atz, John	Dallas, TX United States	X	
	Peed, Brooks	Dallas, TX United States	X	
	Schiller, Mike	Dallas, TX United States	X	
	Wilson, Mark	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Sarah Underwood
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Sarah Underwood, this the 21st day of December 2016, to certify which, witness my hand and seal of office.

Lindsay Hartman
Signature of officer administering oath

Lindsay Hartman
Printed name of officer administering oath

Accounting Assistant
Title of officer administering oath



Council Agenda Background

PRESENTER: Kenny Overstreet, Public Works Director

DATE: 01/10/17

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to enter into an interlocal agreement with Tarrant County for street improvements on Brown Trail from Harwood Road to the Bedford/Colleyville city limits and Tibbets Drive from Hospital Parkway to the Bedford/Eules city limits.

City Attorney Review: Yes

DISCUSSION:

The Public Works Department has worked with the staff of Gary Fickes, Tarrant County Commissioner, Precinct Three, to develop an interlocal agreement for street improvements on Brown Trail from Harwood Road to the Bedford/Colleyville city limits and Tibbets Drive from Hospital Parkway to the Bedford/Eules city limits. The City of Bedford will be responsible for the cost of the services described below:

- Hot Mix Asphalt Concrete (HMAC) overlay on Brown Trail from Harwood Road to the Bedford/Colleyville City limits for a total of 26,659 square yards, with an estimated cost of \$172,016.12 for materials.
- HMAC overlay on Tibbets Drive from Hospital Parkway to the Bedford/Eules city limits for a total of 8,675 square yards, with an estimated cost of \$55,972.57 for materials.

In the agreement, the County will provide the labor and equipment necessary for the work on the proposed projects. The City agrees to provide actual material costs, half of the fuel cost, removal of the existing surface (e.g. roadway milling), traffic control and signage. The estimated material cost for the overlay is \$227,988.69. If the City had to bid this project, the cost for the overlay could be expected to exceed \$418,000. Having Tarrant County provide the labor and equipment for placing the HMAC will result in an estimated savings of \$190,012. The roadway milling will be brought to the City Council at a future meeting.

The project was approved by the Street Improvement Economic Development Corporation (4B) at the July 21, 2015 meeting. Funding will come from the 4B fund.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an interlocal agreement with Tarrant County for street improvements on Brown Trail from Harwood Road to the Bedford/Colleyville city limits and Tibbets Drive from Hospital Parkway to the Bedford/Eules city limits.

FISCAL IMPACT:

FY 16/17 SIEDC Budget Amount: \$271,030.00
Actual Amount: \$227,988.69
Difference: \$ 43,041.31

ATTACHMENTS:

Resolution
Interlocal Agreement

RESOLUTION NO. 17-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH TARRANT COUNTY FOR STREET IMPROVEMENTS ON BROWN TRAIL FROM HARWOOD ROAD TO THE BEDFORD/COLLEYVILLE CITY LIMITS AND TIBBETS DRIVE FROM HOSPITAL PARKWAY TO THE BEDFORD/EULESS CITY LIMITS.

WHEREAS, each governing body, in performing governmental functions or in paying for performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and,

WHEREAS, the City Council of Bedford, Texas has determined that an interlocal agreement between the City of Bedford and Tarrant County for street improvements on Brown Trail from Harwood Road to the Bedford/Colleyville city limits and Tibbets Drive from Hospital Parkway to the Bedford/Eulesse city limits is necessary to provide a safe and friendly community environment; 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 hereby authorizes the City Manager to enter into an interlocal agreement between the City of Bedford and Tarrant County for street improvements on Brown Trail from Harwood Road to the Bedford/Colleyville city limits and Tibbets Drive from Hospital Parkway to the Bedford/Eulesse city limits.

SECTION 3. That funding will come from the Street Improvement Economic Development Corporation (4B) Fund.

PRESENTED AND PASSED this 10th day of January, 2017 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

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas (“COUNTY”), and the City of Bedford (“CITY”).

WHEREAS, the CITY is requesting the COUNTY’s assistance to:

- Resurface Brown Trail located within the City of Bedford from Harwood Road to Bedford/Colleyville City Limits (approximately 150 feet South of Cheek Sparger Road) (Approximately 5,463 linear feet).
- Resurface Tibbets Drive located within the City of Bedford from Hospital Parkway to Bedford/Eules City Limits (approximately 300 feet West of Westpark Way) (Approximately 1,437 linear feet).

Collectively, hereinafter referred to as the “**Project**”.

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and the COUNTY have authorized their representative to sign this Agreement.
- e. Both parties acknowledge that they are each a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project:

- Brown Trail: Following roadway repairs and removal of the existing hot mix asphaltic surface by the CITY, the COUNTY will place two inches of asphalt surface and clean the project jobsite.
- Tibbets Drive: Following roadway repairs and removal of the existing hot mix asphaltic surface by the CITY, the COUNTY will place two inches of asphalt surface and clean the project jobsite.

2. CITY RESPONSIBILITY

- 2.1 The CITY will furnish and pay for the actual cost of the materials, including any delivery or freight cost. The CITY will provide a purchase order and will be billed directly by the material supplier. The COUNTY may accumulate and bill the CITY for incidental material cost.
- 2.2 The CITY will pay for one-half of the COUNTY's fuel used to construct this Project. The COUNTY will invoice the CITY for the fuel consumed at the conclusion of the Project.
- 2.3 The CITY will be responsible for all traffic control necessary to safely construct this project. This responsibility includes all advance notices, signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site. The CITY will be responsible for and provide portable message boards to supplement traffic control as needed.
- 2.4 The CITY will remove the existing surface and make any necessary roadway repairs prior to the COUNTY starting work.
- 2.5 The CITY will adjust all utilities, manholes and valve boxes for this Project.
- 2.6 The CITY will provide the COUNTY with a hydrant meter and all the water necessary for construction of the Project at no cost to the COUNTY.
- 2.7 The CITY will provide or pay for any engineering, survey, and laboratory testing required for this Project.

- 2.8 The CITY will furnish a site for dumping all spoils and waste materials generated during construction of this Project.
- 2.9 If required, the CITY will be responsible for the design and development of a Storm Water Pollution Prevention Plan (SWPPP). The CITY further agrees to pay for all cost (including sub-contractor materials, labor and equipment) associated with the implementation of the plan. The COUNTY will be responsible for maintenance of the plan during the duration of the Project. Documentation and record keeping of the SWPPP will be the responsibility of the CITY.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of project completion.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.

6. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any particular time.

7. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law

8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

10. TERMINATION

This Agreement will automatically terminate on either September 30, 2017 or on the date the project is completed, whichever occurs first. Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party prior to the intended date of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that the CITY remains liable to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the project, if any.

TARRANT COUNTY, TEXAS

CITY OF BEDFORD

B. Glen Whitley
County Judge

Roger Gibson
City Manager

Date: _____

Date: _____

Gary Fickes
Commissioner, Precinct 3

Kenneth Overstreet
Director of Public Works

Date: _____

Date: _____

Attest:

Attest:

APPROVED AS TO FORM*

APPROVED AS TO FORM AND LEGALITY

Criminal District Attorney's Office*

City Attorney

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



Council Agenda Background

PRESENTER: Meg Jakubik, Strategic Services Manager

DATE: 01/10/17

Council Mission Area: Encourage citizen involvement.

ITEM:

Consider a resolution authorizing the City Manager to enter into an agreement with CGI Communications, Inc. for the Community Video Program.

City Attorney Review: Yes

DISCUSSION:

The City was contacted recently by CGI Communications, Inc (CGI) regarding a cost-free Community Showcase Video Program. Working in partnership with the National League of Cities and the U.S. Conference of Mayors, the program provides cities with a tool to promote tourism, educate and welcome future families and residents, recruit new business and more.

CGI works with cities to create a series of custom videos that advance marketing and promotional efforts. CGI is currently working with Lewisville, Arlington, Carrollton, and Sanger in Texas. CGI will produce six video chapters showcasing Bedford, by providing script writing and video production and editing. Bedford will have full approval of all scripts and content. CGI will retain the rights to the videos, but the City will have unlimited non-commercial use, including placing them on the website, running them on B-TV, and uploading to social media sites.

This program is provided to the City free of charge. CGI covers their costs through sponsorships by local businesses that are showcased on the website hosting the completed video package. CGI provides all support to seek the sponsorships, only requiring a letter of introduction from the City to verify the partnership. The letter would not be distributed through any type of mass mailing. There is no minimum threshold of sponsor participation to retain the cost-free status to the City.

CGI does not solicit sponsorships from political based organizations. For area non-profits, their logo would be included free of charge in conjunction with a Community Organization chapter, with a link to their website. As the City does not control who is featured as a sponsor, the City has an option to place a disclaimer regarding outside videos and links, similar to one used by the City of Arlington, prior to the videos being viewed.

The three-year program allows flexibility in editing the videos if featured Council or staff members leave. At the end of the agreement, the City can re-enroll with a new video package or discontinue the program and cease utilizing the videos.

Attached is the agreement and a sample letter of introduction. The City will finalize the letter and can edit as desired before placing it on letterhead for CGI's use in conjunction with the program.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an agreement with CGI Communications, Inc. for the Community Video Program.

FISCAL IMPACT:

N/A

ATTACHMENTS:

**Resolution
Agreement**

RESOLUTION NO. 17-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CGI COMMUNICATIONS, INC. FOR THE COMMUNITY VIDEO PROGRAM.

WHEREAS, CGI Communications, Inc. has a program to assist local communities with promoting tourism, educate future families and residents and recruit new business; and,

WHEREAS, this program is offered at no cost to the City of Bedford; and,

WHEREAS, the City of Bedford has been identified as a partner for this program; and,

WHEREAS, the City Council desires to partner with CGI Communications, Inc. to better promote the City of Bedford.

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

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

SECTION 2. That the City Manager is authorized to enter into an agreement with CGI Communications, Inc. for the Community Video Program.

PRESENTED AND PASSED this 10th day of January 2017, 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

2017 Community Video Program

CGI Communications, Inc.
130 East Main Street, 5th Floor
Rochester, NY 14604
(800) 398-3029 phone
(866) 429-8611 fax

Name: Megan Jakubik
Title: Strategic Services Manager
Address: 2000 Forest Ridge Drive
City, State, Zip: Bedford, TX 76021
Phone: 817-952-2117
Email: megan.jakubik@bedfordtx.gov
Website: www.bedfordtx.gov

This agreement is between CGI Communications, Inc. ("CGI") and the City of Bedford (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the www.bedfordtx.gov homepage, including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce six video chapters with subject matter that includes but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate, and two additional videos of your choice
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and video content consultation
- Send a videographer to City locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of Community Video Program content subject to City's approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response is received by us within 30 days of request
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- Store and stream all videos on CGI's dedicated server
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from City website, including any alternate versions of City's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the www.bedfordtx.gov website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to City a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates

During the term of this Agreement, the City shall:

- Provide a letter of introduction for the program on City's letterhead
- Assist with the content and script for the Community Video Program
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the www.bedfordtx.gov homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its www.bedfordtx.gov homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Agree that the town will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program.

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. City warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.

The City of Bedford, TX

CGI Communications, Inc.

Signature:



Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing and Acquisitions

Date:

Date: December 16, 2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CGI Communications, Inc.
Rochester, NY United States

Certificate Number:
2017-150562

Date Filed:
01/04/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Bedford, TX

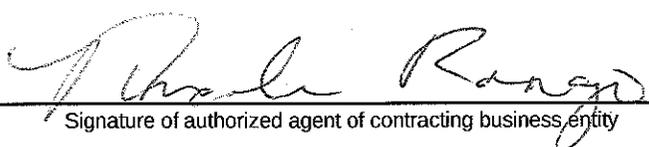
Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
010417-CGI
Production of Promotional Videos

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Rongo, Nicole	Rochester, NY United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.


Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nicole Rongo, this the 5th day of January, 20 17, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Heather M. Ray
Printed name of officer administering oath

HEATHER M RAY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RA6343868
My Commission Expires 06-20-2020



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 01/10/17

Council Request

ITEM:

Accepting Council Member resignation and discussion/approval of Council procedures to fill Council vacancy.

DISCUSSION:

Steve Farco, Place 4 on the Bedford City Council, has submitted a letter of resignation to the Mayor. Per Section 2.05 of the City's Charter, if a vacancy on the City Council occurs when the unexpired term is 12 months or less (Mr. Farco's term was set to expire in May), the Council shall decide whether to appoint a person to the vacancy or hold a special election. Given the proximity to the General Election in May, the Council's only viable option is to appoint a person meeting the requirements as set forth by the City Charter to fill the unexpired term by a majority vote of the remaining Council members.

The Charter specifically states that Council shall adopt procedures for the appointment process; appoint a person to the vacancy within the time frame specified in accordance with state law and the Texas Constitution; appoint a person who meets the requirements of the Charter as stated in Sections 2.01 and 2.03; and appoint the person to the vacated position by a majority vote of the remaining council members.

This item is to accept Mr. Farco's resignation and to discuss the procedures for appointing a person to fill that position.

ATTACHMENTS:

Article II of the City Charter

ARTICLE II. - THE COUNCIL

Sec. 2.01. - Number, selection, term.

The council shall consist of seven (7) members, a mayor and six (6) council members, elected from the city at large, in the manner provided in Article VII, for a term of three (3) years, or until their successors have been elected and take office, as provided in section 2.05. Any person who is serving in the capacity of an official in an elected office in the City of Bedford shall automatically resign that office upon filing to become a candidate for election to another City office. Each member of the council, including the mayor, is limited to be elected for four (4) consecutive full terms. Any elected official who is elected for four (4) consecutive full terms will be eligible to run for office after sitting out one full term of office. The official may not hold any compensated appointive City office or employment with the City while holding office; and may not hold any compensated appointive City office or employment with the City until one (1) year after vacating the office.

(Elect. of 6-24-69; Char. Amendment of 1-15-77; Ord. No. 2400, § 1, 8-26-97; Char. Amendment of 5-10-08)

Sec. 2.02. - Present council.

The council terms shall be elected as follows:

The mayor and council places 1 and 2 will be elected in the same year. Council places 3 and 5 will be elected in the year after the election of council places 1 and 2. Council places 4 and 6 will be elected in the year after the election of council places 3 and 5.

(Elect. of 6-24-69; Char. Amendment of 5-10-08)

Sec. 2.03. - Qualifications.

The members of the council shall be qualified voters of the city, who have been residents of the city for at least one (1) year, and shall hold no other public office except for those allowed by the Texas Constitution or state law. If a member of the council shall cease to possess any of these qualifications or shall be convicted of a felony, the office shall immediately become vacant.

Sec. 2.04. - Compensation.

Council members shall serve without pay or compensation provided, however, they shall be entitled to reimbursement of necessary expenses incurred in the performance of their official duties when approved by the council.

Sec. 2.05. - Vacancies.

In the event of a vacancy occurring in the office of any council member or mayor, a special election shall be held in accordance with state law and the Texas Constitution for the purpose of filling such vacancy. If the vacancy occurs when the unexpired term is twelve (12) months or less, the council shall decide at a meeting, held in accordance with section 2.13, whether to appoint a person to the vacancy or to hold a special election by a majority vote of the remaining council members. If the council approves to appoint the person to the vacated position, the council shall: (1) adopt procedures for the appointment process; (2) appoint a person to the vacancy within the time frame specified in accordance with state law and the Texas Constitution; (3) appoint a person who meets the requirements of the Charter as stated in section 2.01 and 2.03; and (4) appoint the person to the vacated position by a majority vote of the remaining council

members. If the council is not able to appoint a person to the vacancy, the council shall hold a special election in accordance with state law and the Texas Constitution.

(Char. Amendment of 5-10-08; Char. Amendment of [5-20-14](#))

Sec. 2.06. - Presiding officer; mayor.

The mayor shall preside at meetings of the council, and shall be recognized as head of the city government for all ceremonial purposes and by the governor for purposes of military law, but shall have no regular administrative duties. The mayor may participate in the discussion of all matters coming before the council and vote on all matters coming before the council. The council shall elect, from among its council members, a mayor pro tempore, who shall act as mayor during the absence or disability of the mayor or during a time that the office is vacated, and if desired a deputy mayor pro tempore, who shall act as mayor during the absence or disability of the mayor or during a time that the office is vacated.

(Ord. No. 2400, § 1, 8-26-97; Char. Amendment of 5-10-08)

Sec. 2.07. - Powers.

Except as otherwise provided by this charter, all powers of the city and the determination of all matters of policy shall be vested in the council. The council shall have and exercise all of the powers now authorized by the constitution and general laws of the state and any amendments thereto, and without limitation of the foregoing powers of the council, the council shall also have power to:

- (1) Appoint and remove the City Manager;
- (2) Upon the recommendation of the City Manager, establish other administrative departments and distribute the work of divisions;
- (3) Adopt the budget of the city;
- (4) Authorize the issuance of bonds by a bond ordinance;
- (5) Inquire into the conduct of any office, department or agency of the city, and make investigations as to municipal affairs;
- (6) Appoint the members of all boards and commissions;
- (7) Adopt and modify the official map of the city;
- (8) Regulate and restrict the area, height and number of stories of buildings and other structures, the size of yards and courts, the density of population and the location and use of buildings for trade, industry, business, residence or other purposes, and adopt such other zoning regulations as may be authorized by law;
- (9) Adopt, modify and carry out plans proposed by the planning and zoning commission for the replanning, improvement and redevelopment of neighborhoods, and for the replanning, reconstruction or redevelopment of any area or district which may have been destroyed in whole or in part by disaster;
- (10) Provide for an independent audit.

(Char. Amendment of 5-10-08)

Sec. 2.08. - Appointment of City Manager.

The council shall appoint a City Manager, for an indefinite term, who shall be the chief administrative and executive officer of the city. No member of the council shall be appointed City Manager until one year after vacating the office. The City Manager shall receive such compensation as may be fixed by the council.

(Char. Amendment of 5-10-08)

Charter reference— City Manager generally, art. III.

Sec. 2.09. - Removal of City Manager.

The council may remove the City Manager upon the affirmative vote of a majority of the full membership of the council, including the mayor as a voting member. The action of the council in suspending or removing the City Manager shall be final, it being the intention of this charter to vest all authority and fix all responsibility for such suspension or removal in the council.

Charter reference— City manager generally, art. III.

Sec. 2.10. - Removal of other appointive officials.

The council may, upon the affirmative vote of a majority of the full membership of the council, including the mayor as a voting member, remove members of its appointive boards or commissions without notice, unless otherwise provided by state law.

Sec. 2.11. - Not to interfere in City Manager's appointments or removals.

Neither the council nor any of its members shall direct or request the appointment of any person to or his removal from office by the City Manager, or by any of his subordinates. However, the council may consult and advise with the City Manager, make inquiry to the City Manager regarding the appointments or removals, and may express their opinion in regard thereto. In regard to administrative and executive duties under the City Manager, the council and its members shall deal solely through the City Manager, and neither the council nor any member thereof shall give orders to any subordinates of the City Manager, either publicly or privately. Willful violation of the foregoing provisions of this charter by any member of the council shall constitute official misconduct and shall authorize the council, by a vote of a majority of its membership, to remove such violating member from the council if found in violation after public hearing, and thereby create a vacancy in the place held by such member.

(Char. Amendment of 5-10-08)

Charter reference— City manager generally, art. III.

Sec. 2.12. - Reserved.

Editor's note— A Charter amendment of May 10, 2008, repealed § 2.12 in its entirety, which pertained to the creation of new departments or offices, and derived from original codification.

Sec. 2.13. - Induction into office; meetings.

Council members will be inducted into office as prescribed by state law. The council shall meet regularly at such times as may be prescribed by its rules, the time for such regular meetings to be designated by ordinance, which ordinance shall be published at least one (1) time in the official newspaper of the city or such other means of notice as allowed by state law. The council may hold as many additional

meetings as may be necessary for the transaction of the business of the city. All meetings of the council shall be open to the public in accordance with state law.

(Char. Amendment of 5-10-08; Char. Amendment of [5-20-14](#))

Sec. 2.14. - Judge of qualifications of its members.

The council shall be the judge of the election and qualification of its members and for such purpose shall have power to subpoena witnesses and require the production of records.

Sec. 2.15. - Rules of procedure; minutes.

The council shall determine its own rules and order of business. It shall keep minutes of its proceedings, and the council approved minutes shall be open to public inspection in accordance with state law.

(Char. Amendment of 5-10-08)

Sec. 2.16. - Ordinances—Required for certain legislation; enacting clause.

In addition to such acts of the council as are required by statute or by this charter to be by ordinance, every act of the council establishing a fine or other penalty, or providing for the expenditure of funds or for the contracting of indebtedness, shall be by ordinance. The enacting clause of all ordinances shall be: "Be it ordained by the City Council of the City of Bedford, Texas."

Sec. 2.17. - Same—Enactment.

Each proposed ordinance or resolution shall be introduced in written or printed form and shall not contain more than one subject which shall be clearly expressed in the title, except ordinances or resolutions making appropriations or authorizing the contracting of indebtedness or issuance of bonds or other evidence of indebtedness. Any ordinance or resolution may be passed at any regular or special called meeting of the council, unless otherwise provided herein or by state law.

(Char. Amendment of 5-10-08)

Sec. 2.18. - Reserved.

Editor's note— A Charter amendment of May 10, 2008, repealed § 2.18 in its entirety, which pertained to same—emergency and nonemergency measures, and derived from original codification.

Sec. 2.19. - Reserved.

Editor's note— Ord. No. 2400, § 1, adopted August 26, 1997 repealed § 2.19, which pertained to publication of penal ordinances and derived from an election of June 24, 1969.

Sec. 2.20. - Independent annual audit.

Prior to the end of each fiscal year, the council shall designate qualified public accountants who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidence of financial transactions of the city government, and shall submit their report to the council and to the City Manager.

Such accountants shall have no personal interest, direct or indirect, in the fiscal affairs of the city government or of any of its officers. They shall not maintain any accounts or records of the city business, but, within specifications approved by the council, shall post-audit the books and documents kept by the city. A copy of such audit shall be kept in the office of the city secretary, subject to inspection by any citizen and officer during regular office hours.

(Char. Amendment of 5-10-08)

Sec. 2.21. - Ethics requirements.

The city council shall adopt an ethics policy to apply to elected and appointed officials and employees of the city.

(Char. Amendment of 5-10-08)



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 01/10/17

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

ITEM:

Consider a resolution authorizing the appointment of Council Member Place 4 for an unexpired term ending at the next General Election.

City Attorney Review: Yes

DISCUSSION:

The City of Bedford's Charter requires that in the case of a vacancy in the City Council, if such vacancy occurs when the unexpired term is 12 months or less, the City Council shall decide at a meeting whether to appoint a person to the vacancy or to hold a special election by a majority vote of the remaining council members. Given the proximity to the General Election in May, the Council's only viable option is to appoint a person meeting the requirements for the position as set forth in the Charter to fill the unexpired term by a majority vote of the remaining Council members.

RECOMMENDATION:

If Council chooses to appoint a person to fill the unexpired term of Council Member Place 4, staff recommends the following motion:

Approval of a resolution authorizing the appointment of Council Member Place 4 for an unexpired term ending at the next General Election.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution

RESOLUTION NO. 17-

A RESOLUTION AUTHORIZING THE APPOINTMENT OF COUNCIL MEMBER PLACE 4 FOR AN UNEXPIRED TERM.

WHEREAS, the City of Bedford, Texas is a home rule municipality acting under its Home Rule Charter and authority vested by state law; and,

WHEREAS, the City Council had declared Council Place 4 vacant per Article II "The Council," Section 2.05 "Vacancies" of the Charter; and,

WHEREAS, the City of Bedford's Charter requires that in the case of a vacancy in the City Council, if such vacancy occurs when the unexpired term is 12 months or less, the City Council shall decide at a meeting whether to appoint a person to the vacancy or to hold a special election by a majority vote of the remaining council members; and,

WHEREAS, the City Council therefore appoints Council Member Place 4 for an unexpired term.

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 appoints _____ as Council Member Place 4 for an unexpired term ending at the next General Election.

SECTION 3. That this resolution shall become effective immediately upon its adoption.

PRESENTED AND PASSED on this 10th day of January 2017, 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