



A G E N D A

Regular Meeting of the Bedford City Council
Tuesday, June 9, 2020
Bedford Public Library Meeting Room
2424 Forest Ridge Drive
Bedford, Texas 76021

Meeting Room Work Session 5:30 p.m.
Meeting Room Regular Session 7:30 p.m.

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

In order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID19), there will be no public access to the location described above. Residents interested in the meeting can watch it live on the City’s website at <https://bedfordtx.gov/250/City-Council-Meetings-Online>.

The agenda packet and meeting information are posted online at <https://bedfordtx.gov/AgendaCenter/City-Council-2>. You may provide written comments on specific agenda items prior to the meeting by filling out the Comment Form at <https://bedfordtx.gov/FormCenter/City-Council-11/City-Council-Meeting-Sign-Up-Form-51>, emailing citysecretary@bedfordtx.gov or calling 817-952-2104. You may also use the Comment Form to sign up to speak on specific agenda items during the meeting by phone. You must provide a valid phone number and you will be called during the meeting at the appropriate time. All comments and requests to speak need to be received by 3:00 p.m. the day of the meeting.

WORK SESSION

- Discussion on the Quarterly Investment Report for the Fiscal 2nd Quarter ending March 31, 2020.
- Update on Generation Park/CNTR: 100% Design Documents.
- Presentation and discussion of Recreation Department activity plans and staff needs for the balance of 2020. *Requested by Councilmember Burnett
- Discussion on performing an efficiency study/survey of the City of Bedford organization. *Requested by Councilmember Sabol

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.074, personnel matters – City Manager search.
- b) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property – Block 13, Lot 5R, Oakridge Estates (Bedford).
- c) Pursuant to Section 551.0087, deliberation regarding economic development negotiations relative to Plaza Center Addition Lot AR1A and Bedford Plz Addition 1989H Blk A Lot 4B1

- d) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – ALLEN, ALEXANDER SURVEY Abstract 11 Tract 1C02

REGULAR SESSION

CALL TO ORDER/GENERAL COMMENTS

INVOCATION

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 *(Consent items are deemed to need little Council deliberation and will be acted upon as on business item. Any member of the City Council may request that an item be withdrawn from the Consent Agenda and placed before the City Council for full discussion. Approval of the Consent Agenda authorizes the City Manager, or a designee, to implement each item in accordance with staff recommendation.)*

1. Consider approval of the following City Council minutes:
 - a) May 5, 2020 work session
 - b) May 12, 2020 regular meeting
 - c) May 19, 2020 special session
 - d) May 26, 2020 executive session

COUNCIL RECOGNITION

2. Proclamation declaring June and July as Summer Reading Club Season.

NEW BUSINESS

3. Public hearing and consider an ordinance to rezone Tracts 3 & 3D, Abstract 12, Allen, W R Survey, located at 1525 Bedford Road, Bedford, Texas from Residential 7,500 SF Detached (R75) to Residential 7,500 SF Detached/Specific Use Permit/Primary and Secondary Schools (R75/SUP), specific to 3.2.C(3)a of the City of Bedford Zoning Ordinance, allowing for The Clubhouse for Special Needs to operate a school. The property is generally located north of Bedford Road and east of Airport Freeway. (PZ-SUP-2020-50009)
4. 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 Chick-fil-A, Inc.
5. Consider a resolution authorizing the Interim City Manager to enter into a professional services agreement with CP&Y, in the amount of \$402,544, for the design of water improvements on Brown Trail, Bedford Road, Oakhurst Drive, Robindale Drive and Robindale Court, and sewer improvements on Brown Trail, Chattanooga Drive, Bedford Road, Robindale Drive and Robindale Court.
6. Discussion and action regarding the appointment of Board and Commission Liaisons.
7. Discussion and possible action regarding City of Bedford Police Department policies and procedures including, but not limited to, use of force, internal investigations, and De-escalation practices. *Requested by Councilmember Cogan
8. Mayor/Council Member Reports
9. City Manager/Staff Reports

10. 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, June 5, 2020 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: Paula McPartlin, CGFO, Asst. Finance Director,
Representatives from Valley View Consulting,
L.L.C. **DATE:** 06/09/20

Work Session

ITEM:

Discussion on the Quarterly Investment Report for the Fiscal 2nd Quarter ending March 31, 2020.

City Attorney Review: N/A

DISCUSSION:

The City of Bedford Investment Portfolio contains funds invested for the daily operational requirements of the City, funds reserved for economic uncertainties, and future maintenance needs. The Portfolio also includes bond proceeds for several major construction projects, including older bond issues and bonds related to the Phase Next project. To ensure the safety of the portfolio, investments that hold the highest credit quality are selected. The total book and market values of all portfolios at quarter-end was \$150,703,282.

The City Funds Portfolio decreased approximately \$90 thousand this quarter compared to last quarter. This represents a change from \$118,022,863 to \$117,929,226. The quarter-end average yield was 1.47%, a decrease of 52 basis points from the previous quarter's average yield of 1.99%.

The Texas Water Development Board (State Water Implementation Revenue Fund for Texas) Funds Portfolio decreased approximately \$175 thousand during the quarter. This represents a change from \$32,949,051 to \$32,774,056. The quarter-end average yield was 0.44%, a decrease of 120 basis points from the previous quarter's average yield of 1.64%.

Overall, the total portfolio fiscal year-to-date average yield is 1.24%, a decrease of 67 basis points from the prior quarter year-to-date average yield of 1.91%. Quarterly interest income totaled \$652,501 and accumulated year-to-date interest income totaled \$1,389,138.

Representatives from Valley View Consulting, L.L.C. will provide an overview of the City's Investment Portfolio.

ATTACHMENTS:

Quarterly Investment Report as of March 31, 2020
Portfolio Summary Analysis as of March 31, 2020



CITY OF
BEDFORD
Discover the Center

INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

March 31, 2020

Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the City of Bedford is in compliance with the Public Funds Investment Act and the City of Bedford Investment Policy and Strategies.

City Manager

Assistant City Manager

Director of Finance

Assistant Finance Director

Disclaimer: These reports were compiled using information provided by the City of Bedford. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

City Funds	December 31, 2019		March 31, 2020		Ave. Yield
	Book Value	Market Value	Book Value	Market Value	
Asset Type					
Pools/DDA/MMA/NOW	\$ 92,163,091	\$ 92,163,091	\$ 95,027,825	\$ 95,027,825	1.11%
Securities/CDs	25,859,773	25,859,773	22,901,401	22,901,401	2.93%
City Funds - Sub Total	\$ 118,022,863	\$ 118,022,863	\$ 117,929,226	\$ 117,929,226	
	<u>Quarter End Average Yield (1)</u>		<u>Fiscal Year-to-Date Average Yield (2)</u>		
	Total Portfolio	1.47%	Total Portfolio	1.73%	

	<u>Interest</u>	<u>Bank Fees Offset</u>	
Quarter	\$ 521,083	\$ 11,607	Unaudited
Fiscal Year-to-date	\$ 1,107,013	\$ 24,505	Unaudited

TWDB (SWIRFT) Funds	December 31, 2019		March 31, 2020		Ave. Yield
	Book Value	Market Value	Book Value	Market Value	
Asset Type					
Pools/DDA/MMA/NOW	\$ 30,894,049	\$ 30,894,049	\$ 30,703,853	\$ 30,703,853	0.27%
Securities/CDs	2,055,002	2,055,002	2,070,202	2,070,202	3.00%
TWDB (SWIRFT) Funds - Sub Total	\$ 32,949,051	\$ 32,949,051	\$ 32,774,056	\$ 32,774,056	
	<u>Quarter End Average Yield (1)</u>		<u>Fiscal Year-to-Date Average Yield (2)</u>		
	Total Portfolio	0.44%	Total Portfolio	1.04%	

	<u>Interest/Dividends</u>	
Quarter	\$ 131,419	Unaudited
Fiscal Year-to-date	\$ 282,130	Unaudited

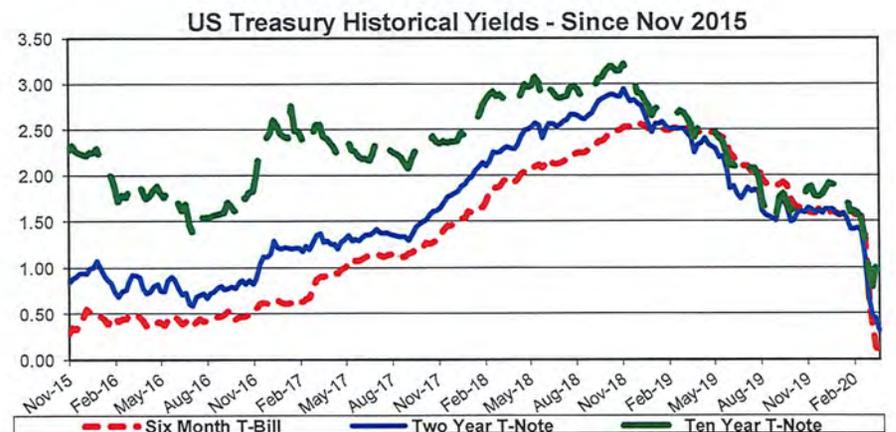
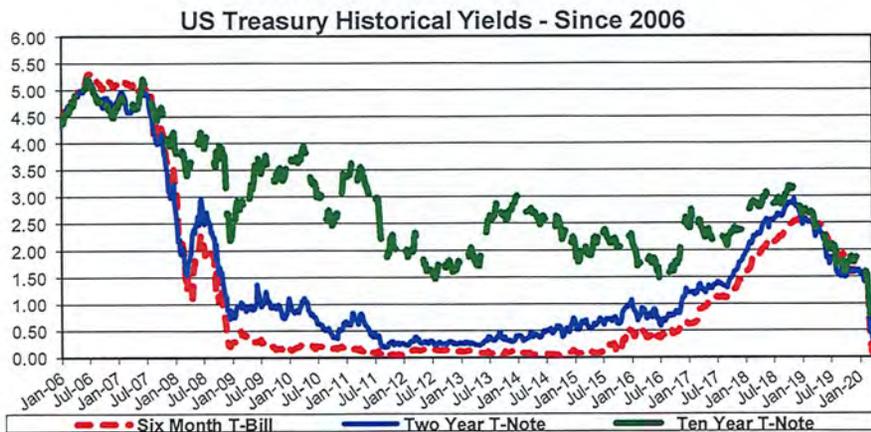
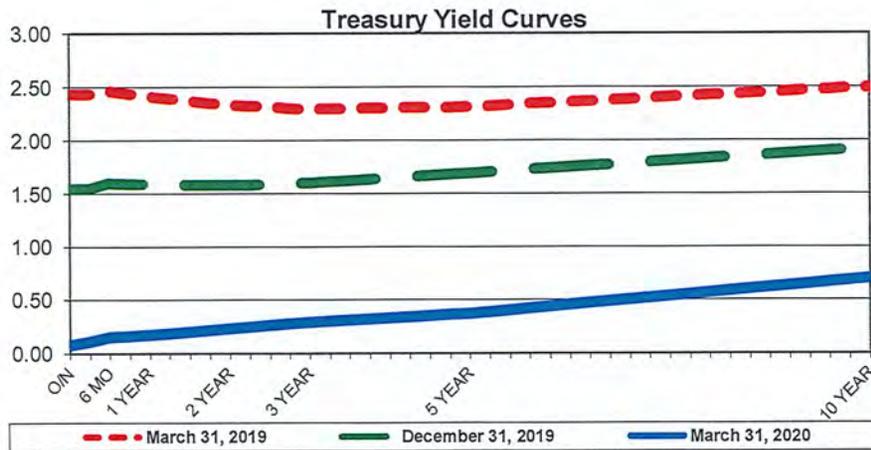
Total Portfolio	December 31, 2019		March 31, 2020	
	Book Value	Market Value	Book Value	Market Value
	\$ 150,971,914	\$ 150,971,914	\$ 150,703,282	\$ 150,703,282
	<u>Quarter End Average Yield (1)</u>		<u>Fiscal Year-to-Date Average Yield (2)</u>	
	Total Portfolio	1.24%	Total Portfolio	1.58%

	<u>Quarter End Average Yield (1)</u>	<u>Fiscal Year-to-Date Average Yield (2)</u>
Rolling Three Month Treasury	1.17%	Rolling Three Month Treasury 1.38%
Rolling Six Month Treasury	1.39%	Rolling Six Month Treasury 1.58%
TexPool	1.00%	TexPool 1.31%

(1) **Quarter End Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Due to COVID-19 pandemic concerns, the Federal Open Market Committee (FOMC) dramatically reduced the Fed Funds target range to 0.00% to 0.25% (Effective Fed Funds are trading +/- 0.10%). Worldwide economic activity has collapsed because of Coronavirus "social isolation" and other related actions. The Yield Curve plummeted. Crude oil declined severely to less than \$25 per barrel. Unemployment claims leaped to over 10 million. The Stock Market "corrected" into a full bear market. U.S. monetary and fiscal programs are designed to stabilize and improve near term economic conditions. Time will tell how long the pandemic lasts and full recovery takes.



Investment Holdings
March 31, 2020

City Funds	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
Pooled Cash DDA		1.54%	04/01/20	03/31/20	\$ 5,589,276	\$ 5,589,276	1.00	\$ 5,589,276	1	1.54%
Southside Bank MMA		1.33%	04/01/20	03/31/20	1,200,245	1,200,245	1.00	1,200,245	1	1.33%
NexBank MMA		0.83%	04/01/20	03/31/20	11,258,658	11,258,658	1.00	11,258,658	1	0.83%
NexBank MMA ICS		1.01%	04/01/20	03/31/20	36,961,517	36,961,517	1.00	36,961,517	1	1.01%
TexSTAR	AAAm	0.96%	04/01/20	03/31/20	19,334,176	19,334,176	1.00	19,334,176	1	0.96%
TexasDAILY	AAAm	1.20%	04/01/20	03/31/20	282,624	282,624	1.00	282,624	1	1.20%
Texas CLASS	AAAm	1.47%	04/01/20	03/31/20	20,390,954	20,390,954	1.00	20,390,954	1	1.47%
LSIP Gov O/N	AAAm	1.11%	04/01/20	03/31/20	10,374	10,374	1.00	10,374	1	1.11%
Landmark Bank CD		3.01%	05/02/20	11/01/18	1,557,378	1,557,378	100.00	1,557,378	32	3.04%
LegacyTexas Bank CD		2.90%	06/11/20	06/11/18	7,890,002	7,890,002	100.00	7,890,002	72	2.94%
East West Bank CD		2.93%	06/12/20	12/12/18	3,116,845	3,116,845	100.00	3,116,845	73	2.97%
BTH Bank CD		2.71%	09/12/20	03/12/19	1,027,515	1,027,515	100.00	1,027,515	165	2.74%
East West Bank CD		1.75%	11/05/20	11/05/19	1,007,121	1,007,121	100.00	1,007,121	219	1.77%
East West Bank CD		3.00%	12/07/20	12/07/18	2,080,649	2,080,649	100.00	2,080,649	251	3.05%
LegacyTexas Bank CD		3.05%	12/11/20	12/12/18	5,193,862	5,193,862	100.00	5,193,862	255	3.09%
BTH Bank CD		2.76%	03/12/21	03/12/19	1,028,029	1,028,029	100.00	1,028,029	346	2.80%
City Funds - Sub Total					\$ 117,929,226	\$ 117,929,226		\$ 117,929,226	30	1.47%

Investment Holdings

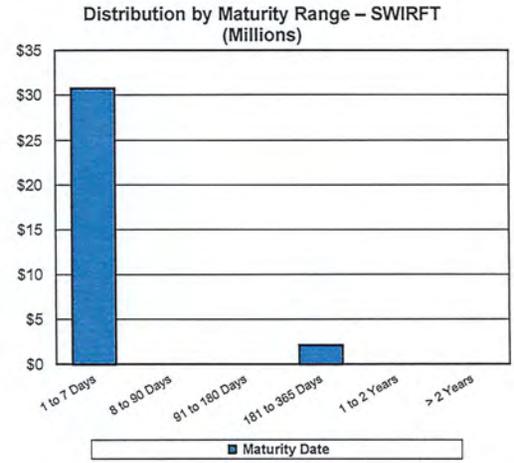
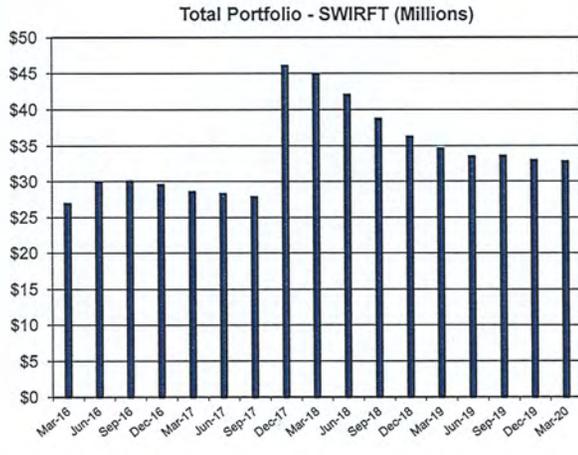
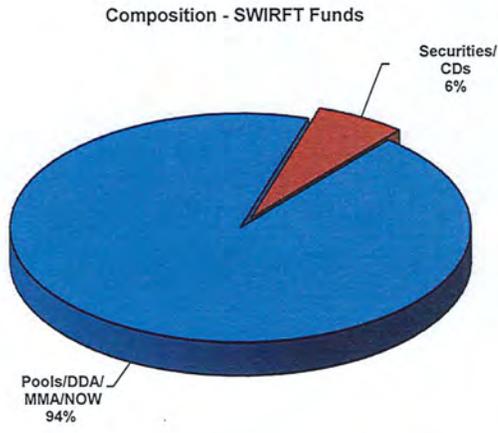
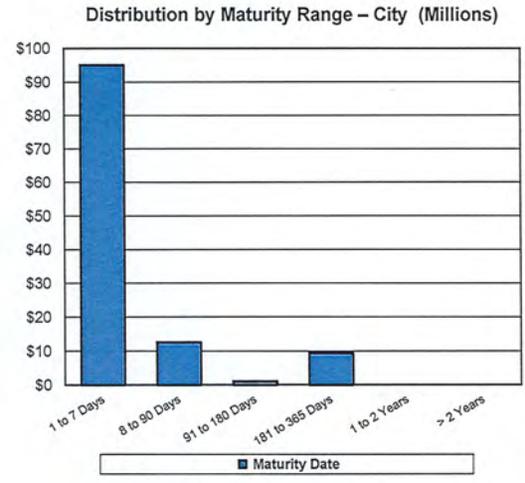
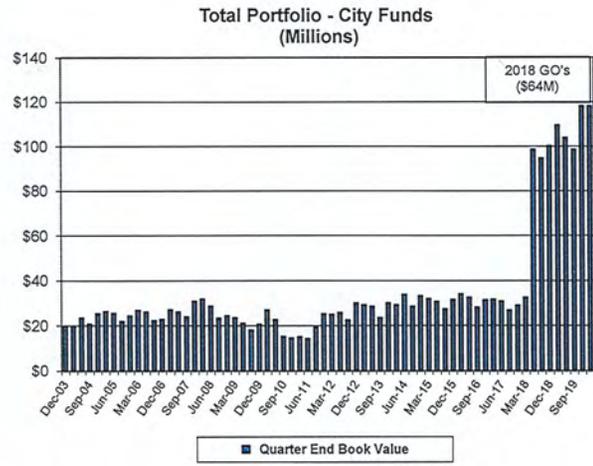
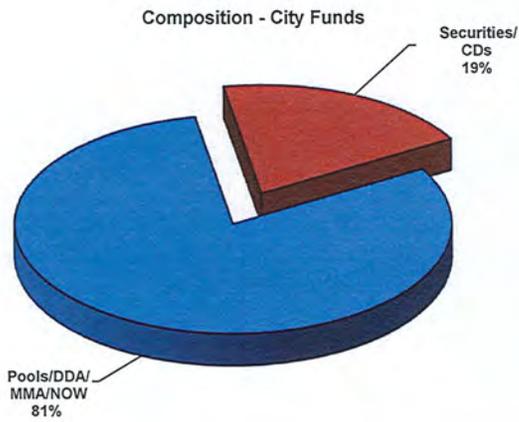
March 31, 2020

TWDB (SWIRFT) Funds

NexBank MMA		0.92%	04/01/20	03/31/20	\$ 2,211,706	\$ 2,211,706	1.00	\$ 2,211,706	1	0.92%
Morgan Stanley Gov't MMMF	AAAm	0.22%	04/01/20	03/31/20	28,492,147	28,492,147	1.00	28,492,147	1	0.22%
Texas Bank Fin. CDARS		2.96%	01/28/21	01/30/19	2,070,202	2,070,202	100.00	2,070,202	303	3.00%
TWDB (SWIRFT) Funds - Sub Total					\$ 32,774,056	\$ 32,774,056		\$ 32,774,056	20	0.44%
Total Portfolio					\$ 150,703,282	\$ 150,703,282		\$ 150,703,282	28	1.24%
									(1)	(2)

(1) **Weighted average life** - For purposes of calculating weighted average life, overnight bank and pool balances are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on Book Value, realized and unrealized gains/losses and investment advisory fees are not included. The yield for the reporting month is used for overnight bank and pool balances.



Book Value Comparison

Description	Maturity Date	December 31, 2019				March 31, 2020	
		Original Face\		Purchases/ Adjustments	Sales/ Maturities	Original Face\	
		Par Value	Book Value			Par Value	Book Value
Pooled Cash DDA	04/01/20	\$ 8,587,156	\$ 8,587,156	\$ -	\$ (2,997,879)	\$ 5,589,276	\$ 5,589,276
Southside Bank MMA	04/01/20	1,195,455	1,195,455	4,790		1,200,245	1,200,245
NexBank MMA	04/01/20	10,298,272	10,298,272	3,172,092		13,470,364	13,470,364
NexBank MMA ICS	04/01/20	36,810,932	36,810,932	150,585		36,961,517	36,961,517
Morgan Stanley Gov't MMMF	04/01/20	28,385,330	28,385,330	106,817		28,492,147	28,492,147
TexSTAR	04/01/20	15,985,502	15,985,502	3,348,674		19,334,176	19,334,176
TexasDAILY	04/01/20	281,600	281,600	1,024		282,624	282,624
Texas CLASS	04/01/20	21,502,556	21,502,556		(1,111,602)	20,390,954	20,390,954
LSIP Gov O/N	04/01/20	10,337	10,337	36		10,374	10,374
Landmark Bank CD	03/06/20	2,102,226	2,102,226		(2,102,226)	-	-
Landmark Bank CD	03/08/20	1,020,252	1,020,252		(1,020,252)	-	-
Landmark Bank CD	05/02/20	1,545,662	1,545,662	11,716		1,557,378	1,557,378
LegacyTexas Bank CD	06/11/20	7,833,349	7,833,349	56,653		7,890,002	7,890,002
East West Bank CD	06/12/20	3,094,160	3,094,160	22,684		3,116,845	3,116,845
BTH Bank CD	09/12/20	1,020,604	1,020,604	6,911		1,027,515	1,027,515
East West Bank CD	11/05/20	1,002,737	1,002,737	4,384		1,007,121	1,007,121
East West Bank CD	12/07/20	2,065,145	2,065,145	15,503		2,080,649	2,080,649
LegacyTexas Bank CD	12/11/20	5,154,650	5,154,650	39,212		5,193,862	5,193,862
Texas Bank Fin. CDARS	01/28/21	2,055,002	2,055,002	15,200		2,070,202	2,070,202
BTH Bank CD	03/12/21	1,020,988	1,020,988	7,042		1,028,029	1,028,029
TOTAL		\$ 150,971,914	\$150,971,914	\$ 6,963,326	\$ (7,231,959)	\$ 150,703,282	\$ 150,703,282

Market Value Comparison

Description	Maturity Date	December 31, 2019			Qtr-to-Qtr Change	March 31, 2020		
		Original Face\ Par Value	Market Price	Market Value		Original Face\ Par Value	Market Price	Market Value
Pooled Cash DDA	04/01/20	\$ 8,587,156	1.00	\$ 8,587,156	(2,997,879)	\$ 5,589,276	1.00	\$ 5,589,276
Southside Bank MMA	04/01/20	1,195,455	1.00	1,195,455	4,790	1,200,245	1.00	1,200,245
NexBank MMA	04/01/20	10,298,272	1.00	10,298,272	3,172,092	13,470,364	1.00	13,470,364
NexBank MMA ICS	04/01/20	36,810,932	1.00	36,810,932	150,585	36,961,517	1.00	36,961,517
Morgan Stanley Gov't MMMF	04/01/20	28,385,330	1.00	28,385,330	106,817	28,492,147	1.00	28,492,147
TexSTAR	04/01/20	15,985,502	1.00	15,985,502	3,348,674	19,334,176	1.00	19,334,176
TexasDAILY	04/01/20	281,600	1.00	281,600	1,024	282,624	1.00	282,624
Texas CLASS	04/01/20	21,502,556	1.00	21,502,556	(1,111,602)	20,390,954	1.00	20,390,954
LSIP Gov O/N	04/01/20	10,337	1.00	10,337	36	10,374	1.00	10,374
Landmark Bank CD	03/06/20	2,102,226	100.00	2,102,226	(2,102,226)	—		—
Landmark Bank CD	03/08/20	1,020,252	100.00	1,020,252	(1,020,252)	—		—
Landmark Bank CD	05/02/20	1,545,662	100.00	1,545,662	11,716	1,557,378	100.00	1,557,378
LegacyTexas Bank CD	06/11/20	7,833,349	100.00	7,833,349	56,653	7,890,002	100.00	7,890,002
East West Bank CD	06/12/20	3,094,160	100.00	3,094,160	22,684	3,116,845	100.00	3,116,845
BTH Bank CD	09/12/20	1,020,604	100.00	1,020,604	6,911	1,027,515	100.00	1,027,515
East West Bank CD	11/05/20	1,002,737	100.00	1,002,737	4,384	1,007,121	100.00	1,007,121
East West Bank CD	12/07/20	2,065,145	100.00	2,065,145	15,503	2,080,649	100.00	2,080,649
LegacyTexas Bank CD	12/11/20	5,154,650	100.00	5,154,650	39,212	5,193,862	100.00	5,193,862
Texas Bank Fin. CDARS	01/28/21	2,055,002	100.00	2,055,002	15,200	2,070,202	100.00	2,070,202
BTH Bank CD	03/12/21	1,020,988	100.00	1,020,988	7,042	1,028,029	100.00	1,028,029
TOTAL		\$ 150,971,914		\$150,971,914	\$ (268,632)	\$ 150,703,282		\$ 150,703,282

Allocation

March 31, 2020

Book Value	Coupon/ Discount	Maturity Date	Total	All Funds Operating Cash	General Fund	Special Revenue Funds	Construction Funds	Debt Service Fund	Utility Funds	TWDB SWIRFT Funds
Pooled Cash DDA			\$ 5,589,276	\$ 5,589,276	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Southside Bank MMA			1,200,245	465,630	-	-	335,726	-	398,889	-
NexBank MMA			13,470,364	9,096,922	-	-	2,161,736	-	-	2,211,706
NexBank MMA ICS			36,961,517	-	-	-	36,961,517	-	-	-
Morgan Stanley Gov't MMMF			28,492,147	-	-	-	-	-	-	28,492,147
TexSTAR			19,334,176	15,210,350	-	-	441,644	-	3,682,182	-
TexasDAILY			282,624	-	282,624	-	-	-	-	-
Texas CLASS			20,390,954	720,235	-	-	15,575,075	-	4,095,644	-
LSIP Gov O/N			10,374	-	-	-	10,374	-	-	-
Landmark Bank CD	3.01%	05/02/20	1,557,378	-	1,038,253	519,125	-	-	-	-
LegacyTexas Bank CD	2.90%	06/11/20	7,890,002	-	-	-	7,890,002	-	-	-
East West Bank CD	2.93%	06/12/20	3,116,845	-	-	-	3,116,845	-	-	-
BTH Bank CD	2.71%	09/12/20	1,027,515	-	-	-	1,027,515	-	-	-
East West Bank CD	1.75%	11/05/20	1,007,121	-	-	-	-	-	1,007,121	-
East West Bank CD	3.00%	12/07/20	2,080,649	-	1,040,324	-	-	-	1,040,324	-
LegacyTexas Bank CD	3.05%	12/11/20	5,193,862	-	-	-	5,193,862	-	-	-
Texas Bank Fin. CDARS	2.96%	01/28/21	2,070,202	-	-	-	-	-	-	2,070,202
BTH Bank CD	2.76%	03/12/21	1,028,029	-	-	-	514,015	-	514,015	-
Totals			\$ 150,703,282	\$ 31,082,414	\$ 2,361,202	\$ 519,125	\$ 73,228,310	\$ -	\$ 10,738,175	\$ 32,774,056

Allocation

March 31, 2020

Market Value	Coupon/ Discount	Maturity Date	Total	All Funds Operating Cash	General Fund	Special Revenue Funds	Construction Funds	Debt Service Fund	Utility Funds	TWDB SWIRFT Funds
Pooled Cash DDA			\$ 5,589,276	\$ 5,589,276	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Southside Bank MMA			1,200,245	465,630	-	-	335,726	-	398,889	-
NexBank MMA			13,470,364	9,096,922	-	-	2,161,736	-	-	2,211,706
NexBank MMA ICS			36,961,517	-	-	-	36,961,517	-	-	-
Morgan Stanley Gov't MMMF			28,492,147	-	-	-	-	-	-	28,492,147
TexSTAR			19,334,176	15,210,350	-	-	441,644	-	3,682,182	-
TexasDAILY			282,624	-	282,624	-	-	-	-	-
Texas CLASS			20,390,954	720,235	-	-	15,575,075	-	4,095,644	-
LSIP Gov O/N			10,374	-	-	-	10,374	-	-	-
Landmark Bank CD	3.01%	05/02/20	1,557,378	-	1,038,253	519,125	-	-	-	-
LegacyTexas Bank CD	2.90%	06/11/20	7,890,002	-	-	-	7,890,002	-	-	-
East West Bank CD	2.93%	06/12/20	3,116,845	-	-	-	3,116,845	-	-	-
BTH Bank CD	2.71%	09/12/20	1,027,515	-	-	-	1,027,515	-	-	-
East West Bank CD	1.75%	11/05/20	1,007,121	-	-	-	-	-	1,007,121	-
East West Bank CD	3.00%	12/07/20	2,080,649	-	1,040,324	-	-	-	1,040,324	-
LegacyTexas Bank CD	3.05%	12/11/20	5,193,862	-	-	-	5,193,862	-	-	-
Texas Bank Fin. CDARS	2.96%	01/28/21	2,070,202	-	-	-	-	-	-	2,070,202
BTH Bank CD	2.76%	03/12/21	1,028,029	-	-	-	514,015	-	514,015	-
Totals			\$ 150,703,282	\$ 31,082,414	\$ 2,361,202	\$ 519,125	\$ 73,228,310	\$ -	\$ 10,738,175	\$ 32,774,056

Allocation

December 31, 2019

Book Value	Coupon/ Discount	Maturity Date	Total	All Funds Operating Cash	General Fund	Special Revenue Funds	Construction Funds	Debt Service Fund	Utility Funds	TWDB SWIRFT Funds
Pooled Cash DDA			\$ 8,587,156	\$ 8,587,156	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Southside Bank MMA			1,195,455	438,154	-	-	360,003	-	397,297	-
NexBank MMA			10,298,272	5,635,936	-	-	2,153,617	-	-	2,508,719
NexBank MMA ICS			36,810,932	-	-	-	36,810,932	-	-	-
Morgan Stanley Gov't MMMF			28,385,330	-	-	-	-	-	-	28,385,330
TexSTAR			15,985,502	11,321,652	-	-	440,698	-	4,223,152	-
TexasDAILY			281,600	-	281,600	-	-	-	-	-
Texas CLASS			21,502,556	715,055	-	-	16,709,101	-	4,078,400	-
LSIP Gov O/N			10,337	-	-	-	10,337	-	-	-
Landmark Bank CD	1.82%	03/06/20	2,102,226	-	2,102,226	-	-	-	-	-
Landmark Bank CD	2.67%	03/08/20	1,020,252	-	1,020,252	-	-	-	-	-
Landmark Bank CD	3.01%	05/02/20	1,545,662	-	1,030,442	515,220	-	-	-	-
LegacyTexas Bank CD	2.90%	06/11/20	7,833,349	-	-	-	7,833,349	-	-	-
East West Bank CD	2.93%	06/12/20	3,094,160	-	-	-	3,094,160	-	-	-
BTH Bank CD	2.71%	09/12/20	1,020,604	-	-	-	1,020,604	-	-	-
East West Bank CD	1.75%	11/05/20	1,002,737	-	-	-	-	-	1,002,737	-
East West Bank CD	3.00%	12/07/20	2,065,145	-	1,032,573	-	-	-	1,032,573	-
LegacyTexas Bank CD	3.05%	12/11/20	5,154,650	-	-	-	5,154,650	-	-	-
Texas Bank Fin. CDARS	2.96%	01/28/21	2,055,002	-	-	-	-	-	-	2,055,002
BTH Bank CD	2.76%	03/12/21	1,020,988	-	-	-	510,494	-	510,494	-
Totals			\$ 150,971,914	\$ 26,697,953	\$ 5,467,093	\$ 515,220	\$ 74,097,946	\$ -	\$ 11,244,652	\$ 32,949,051

Allocation

December 31, 2019

Market Value	Coupon/ Discount	Maturity Date	Total	All Funds Operating Cash	General Fund	Special Revenue Funds	Construction Funds	Debt Service Fund	Utility Funds	TWDB SWIRFT Funds
Pooled Cash DDA			\$ 8,587,156	\$ 8,587,156	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Southside Bank MMA			1,195,455	438,154	-	-	360,003	-	397,297	-
NexBank MMA			10,298,272	5,635,936	-	-	2,153,617	-	-	2,508,719
NexBank MMA ICS			36,810,932	-	-	-	36,810,932	-	-	-
Morgan Stanley Gov't MMMF			28,385,330	-	-	-	-	-	-	28,385,330
TexSTAR			15,985,502	11,321,652	-	-	440,698	-	4,223,152	-
TexasDAILY			281,600	-	281,600	-	-	-	-	-
Texas CLASS			21,502,556	715,055	-	-	16,709,101	-	4,078,400	-
LSIP Gov O/N			10,337	-	-	-	10,337	-	-	-
Landmark Bank CD	1.82%	03/06/20	2,102,226	-	2,102,226	-	-	-	-	-
Landmark Bank CD	2.67%	03/08/20	1,020,252	-	1,020,252	-	-	-	-	-
Landmark Bank CD	3.01%	05/02/20	1,545,662	-	1,030,442	515,220	-	-	-	-
LegacyTexas Bank CD	2.90%	06/11/20	7,833,349	-	-	-	7,833,349	-	-	-
East West Bank CD	2.93%	06/12/20	3,094,160	-	-	-	3,094,160	-	-	-
BTH Bank CD	2.71%	09/12/20	1,020,604	-	-	-	1,020,604	-	-	-
East West Bank CD	1.75%	11/05/20	1,002,737	-	-	-	-	-	1,002,737	-
East West Bank CD	3.00%	12/07/20	2,065,145	-	1,032,573	-	-	-	1,032,573	-
LegacyTexas Bank CD	3.05%	12/11/20	5,154,650	-	-	-	5,154,650	-	-	-
Texas Bank Fin. CDARS	2.96%	01/28/21	2,055,002	-	-	-	-	-	-	2,055,002
BTH Bank CD	2.76%	03/12/21	1,020,988	-	-	-	510,494	-	510,494	-
Totals			\$ 150,971,914	\$ 26,697,953	\$ 5,467,093	\$ 515,220	\$ 74,097,946	\$ -	\$ 11,244,652	\$ 32,949,051

CITY OF BEDFORD

QUICK PORTFOLIO ANALYSIS

	MARKET VALUE		MARKET VALUE		MARKET VALUE		MARKET VALUE		MARKET VALUE	
Quarter	Fiscal Year 2016	Fiscal Year 2017	% inc/dec (yr vs yr)	Fiscal Year 2018	% inc/dec (yr vs yr)	Fiscal Year 2019	% inc/dec (yr vs yr)	Fiscal Year 2020	% inc/dec (yr vs yr)	
Quarter 1 (Oct-Dec)	\$ 31,319,514.00	\$ 60,711,292.00	93.8%	\$ 74,682,134.00	23.0%	\$ 136,109,890.00	82.3%	\$ 150,971,914.00	10.9%	
Quarter 2 (Jan-Mar)	\$ 60,756,782.00	\$ 60,000,179.00	-1.2%	\$ 77,142,403.00	28.6%	\$ 143,852,037.00	86.5%	\$ 150,703,282.00	4.8%	
Quarter 3 (Apr-Jun)	\$ 62,230,950.00	\$ 58,779,606.00	-5.5%	\$ 140,322,873.00	138.7%	\$ 137,053,913.00	-2.3%	\$ -	-100.0%	
Quarter 4 (Jul-Sept)	\$ 57,895,758.00	\$ 54,456,855.00	-5.9%	\$ 133,173,115.00	144.5%	\$ 131,875,130.00	-1.0%	\$ -	-100.0%	

****FY2016 - QT2** - The jump from \$31,319,514 to \$60,756,782 was due to \$30m SWIRFT Funds (AMR Project)

****FY2018 - QT1** - The jump from \$54,456,855 to \$74,682,134 was mainly due to additional \$20m SWIRFT Funds (AMR Project)

****FY2018 - QT3** - The jump from \$77,142,403 to \$140,322,873 was due to PHASE NEXT PROJECT

PORTFOLIO GROWTH

482% 2020 1st Qt vs 2016 1st QT
248% 2020 2nd Qt vs 2016 2nd QT



Market Outlook

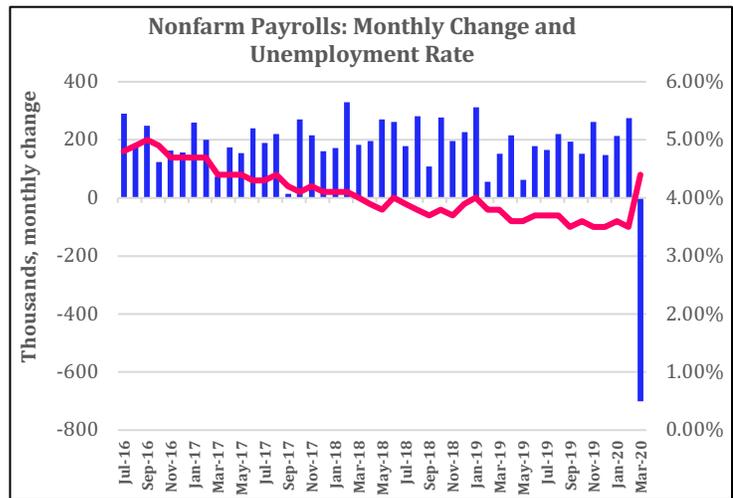
April 3, 2020

The reports issued during the month of March were like a tale of two worlds. Many of the reports reflected periods just before the seismic shift caused by COVID-19 and others reflected the environment that exists after we have stepped into a new landscape. Never before has our modern economy been tested to the extent that it is currently, and we are yet to understand the lasting impacts that this will have and how long we must wait for things to return to some measure of normalcy. Not only has the market been impacted by a near complete shutdown of business activities by COVID-19, but a second threat was thrust into the mix when Russia and Saudi Arabia initiated an oil price war (raising target output to a record high for April and causing a market glut and plummeting oil prices). In the last couple of days, the U.S. has negotiated with the Russian and Saudi Arabian leaders to reduce the targets and somewhat relieve the decline in oil prices. With the massive business shutdown caused by a near nationwide “shelter-in-place” directive, millions of workers are idled and are applying for unemployment benefits.

The March Employment report showed a loss of 701,000 jobs (the market was expecting minus 100,000). This was the first month of net declines in 113 months. The report also reduced the previous two months by a net of 57,000 jobs. February was revised to +275,000 jobs from the previously reported +273,000 and January was revised to +214,000 from the previous report of +273,000 jobs. The three-month average came in at minus 71,000 per month (the previous three-month average was +243,000 per month). Almost all sectors had significant losses:

Health Care (-61,000), Professional/Business (-52,000),

Leisure/Hospitality (-459,000), Retail (-46,000), Transportation (-5,000) and Construction (-18,000). Government added 12,000 jobs. The private sector lost 713,000 jobs compared with +242,000 jobs in February. The current Labor Participation Rate, a measure of the percentage of eligible workers that hold jobs, dropped to 62.7% from 63.4% in February. The Unemployment Rate rose to 4.4% from February’s 3.5%. This is the largest monthly increase in the Unemployment Rate since January 1975. The U6 rate (or the under-employed rate – those that are either over-qualified for their job or working fewer hours than they desire) rose to 8.7% from the previous 7.0% in February. Average Hourly Earnings (AHE) rose 0.4% in March after a rise of 0.3% in February. Year-over-year AHE rose to 3.1% from February’s 3.0%, currently above the 3.0% level where inflationary forces generally begin to increase, but likely to fall in the next report. Some notable observations in the Employment results are that many sectors cut off their reports at mid-month and may not show the full impact of March events. Also, many employees are reported as employed, but absent and do not get counted in the Employment reports. With over 10 million first-time unemployment claims being filed over the past couple of weeks, we should expect even more job losses reported into the near future.



The Housing Sector was mixed during the reporting period, but all were for periods before COVID-19. Existing Home Sales rose 6.5% in February after falling 2.0% in January. This was the highest monthly number of home sales in 13 years. The median home price for Existing Homes is up 8.0% from February 2019. New Home Sales had a disappointing report with a decline of 4.4% in February after rising 2.3% in January. The median price is 14.3% higher than February 2019. The S&P Case Shiller report of home prices in the 20 metropolitan areas, reported a 0.3% increase in home values during January, and the Federal Housing Finance Agency (FHFA), the entity that analyzes all domestic home prices, reported a rise of 0.3%. Housing Starts fell 1.5% in January while Permits declined 5.5%. Construction Spending fell 1.3%

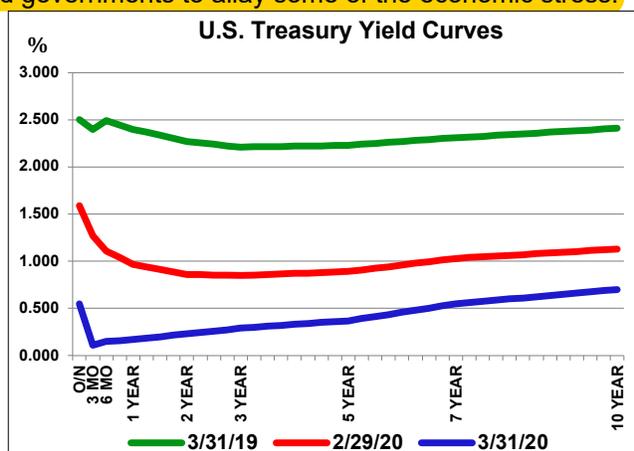
in February after rising 2.8% in January. The upcoming reports during April will likely paint a different image in the Housing Sector.

The production and manufacturing sectors were mixed depending on the time period covered. The final report for **Gross Domestic Product (GDP) for the fourth quarter 2020 remained at 2.1%** as was the third quarter's result. Business inventories fell 0.1% in January after a flat December. Industrial Production rose 0.6% in February after falling 0.5% in January. Durable Goods Orders rose 1.2% in February after rising 0.1% in January. Factory Orders were flat in February after falling 0.5% in January. The Producer Price Index (PPI) fell 0.6% in February after rising 0.5% in January. It is up 1.3% year-over-year which is lower than the 2.1% level in January. The Consumer Price Index (CPI) rose 0.1% in February after rising 0.1% in January. Year-over-year CPI fell to +2.3% from +2.5% in January. Core CPI year-over-year, or the results after food and energy numbers are excluded (due to price volatility), rose to 2.4% from January's 2.3%. The reports from Purchasing Managers paint a different perspective as they reflect March outlooks. Both the reporting groups, the **Purchasing Managers Index and the Institute of Supply Management, reported results below the level of 50 which is the break point between positive outlook and negative outlook (PMI Manufacturing at 48.5, ISM Manufacturing at 49.1 and PMI Services at 39.8).** The only exception was from the ISM for the service sector that came out at 52.5.

On the **consumption front, Retail Sales posted a decline of 0.5% in February** after posting a rise of 0.6% in January. The results were the largest decline since December 2018 and also **falls before COVID-19.** Year-over-year, the February result was +4.3% compared to the January result of 5.0%. Consumers' attitudes as measured by the Consumer Confidence and Consumer Sentiment indices dropped significantly in March. Core Personal Consumption Expenditure Index (PCE), one of the inflation indicators that the Federal Open Market Committee (FOMC) pays close attention to, rose to 1.8% in March from February's 1.7% and is below the FOMC's target rate of 2.0%.

The Federal Open Market Committee (FOMC) took another emergency action on Sunday, March 15 to **lower the Fed Funds Rate range an additional 100 basis-points.** This was their second emergency action in less than two weeks and reduced the February Fed Funds Rate Range of 1.50% to 1.75% to a new range of 0% to 0.25%. This was a dramatic move meant to provide relief to the markets. In addition, the FOMC has instituted the use of other tools to inject liquidity into the system to help alleviate some of the market stress. **They announced that they are buying highly rated, short-term corporate commercial paper, buying Treasury/Agency securities from banks/brokers and have reinstated the over-night Federal Repurchase Agreement Program.** These initiatives will pump liquidity into the system, much as they did during the downturn of 2008. **Congress has also passed the largest stimulus package in history to provide \$2 trillion in assistance to workers, corporations and governments to allay some of the economic stress.**

Government Security Investment Pool rates dropped in March, starting the month at a rate of 1.58% and ranging between 1.58% and 0.55% during the month with month-end rates at +/- 0.55%. The **Treasury yield curve consistently fell** over the month. After closing February at 0.97%, the **1-year Treasury closed lower in March at 0.17%.** The 2-year Treasury closed March at **0.23%; 63 basis-points lower than February's 0.86% close.** The current 2-year yield is 0.23%. CD rates were also lower in March with the 2-year averaging +/-0.74% at month end. The 1-year CD rate at month end was +/-0.73%. At the beginning of the month, there were **fewer banks venturing into our solicitation requests** as they lacked clarity about how the FOMC and Congress would react and whether liquidity would be an on-going issue. Now that there is more clarity, we are seeing more banks come to the table and **rates appear to be attractive when considering how rates in general have fallen.**



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Council Agenda Background

PRESENTER: Kelly Snook, Capital Projects Director

DATE: 06/09/20

Work Session

ITEM:

Update on Generation Park/CNTR: 100% Design Documents.

City Attorney Review: N/A

DISCUSSION:

Generation Park/CNTR:

Current Status:

The consultant team is continuing to produce the Construction Documents, with an anticipated completion of early August.

Site Plan:

The overall site plan has not changed significantly since the 30% Design submittal. One area of concern is the layout out of the baseball complex. In order to facilitate play through Pony league, centerlines and foul lines of the outfield must be 275'-0" long. Although the fields currently meet the centerline requirement, they are short on the foul lines due to the surrounding restrictions of the street and grade and parking lot and drive locations. The consultant team is reviewing the plans for options to meet the requirement.

One of the two pavilions indicated on the Special Events "Egg" lawn will be removed in the next revision. This will provide a concrete pad space for the special events trailer during events.

Boys Ranch historic entry sign will remain.

Floor Plans:

The goal of the facility is to provide flexible spaces which can be programmed for a variety of activities.

First Floor Overall Plan:

To the northeast is an indoor Aquatic Facility with two slides, play area, accessible lift, hot tub, current stream and three swim lanes. Chemical rooms supporting outdoor aquatics, four party rooms (which can also serve as training rooms) accessible to both indoor and outdoor aquatic areas, first aid room and lifeguard office/breakroom area are also part of the indoor area.

Upon entry to the building is a child watch area with a small outdoor courtyard, reception desk, elevator and lobby with table games. Behind the reception desk is the office space, which includes two offices and seven workstations for CNTR staff. There is also a conference room, print station, breakroom and storage space.

Centrally located is a large locker room, which opens to the aquatic area and gym and fitness rooms. The fitness area includes a double gym, two fitness rooms, large storage area, fitness porch and outdoor court.

The west wing of the building includes restrooms, storage rooms, mechanical room and meeting/multipurpose space.

The facility includes three multipurpose rooms, each with counters, sinks and cabinetry. There is an operable wall between the two rooms on the north side allowing for larger programs. There will also be a ceramics kiln in a small storage closet. A catering/warming kitchen is adjacent to the large community room which has operable walls to allow three spaces to be created. This large room will have AV equipment to allow for a wide range of uses. In addition, there is an outdoor courtyard and entrance on the north wall to allow for special event entry, as well as an outdoor community patio to the south.

Second Floor/Fitness Mezzanine Overall Plan:

The second floor/fitness mezzanine provides a track which circles the basketball court and fitness area. The fitness area includes free weights and exercise equipment, including stationary bikes, elliptical trainers, treadmills and weight machines. There is also an office space for fitness staff.

Third Floor/Upper track Overall Plan:

The third floor continues the track upstairs and over the fitness area below. There is a small area for individual stretching or warm up. The track curves over the lobby, past the elevator to the mezzanine level.

Next Steps:

60% Construction Documents due June 12, 2020

Consultant Presentation June 23, 2020

ATTACHMENTS:

Design Process Overview

Site Plan

First Floor Plan

Mezzanine Floor Plan

Upper Floor Plan



Programming

You're figuring out how much space you need, how much you're likely to need in the future, and how that space should be used, organized, and arranged.



Schematic Design

Your design professional takes your Program of Requirements and begins the process of translating it into an efficient building design.



Design Development

The building's exterior (if applicable), interior layouts, and room sizes are finalized, and most materials are selected.



Construction Documents

All the details of the design development drawings are filled in so a contractor can build your project.



Bidding

This is just what it sounds like – obtaining bids from contractors to do the work.



Construction Administration

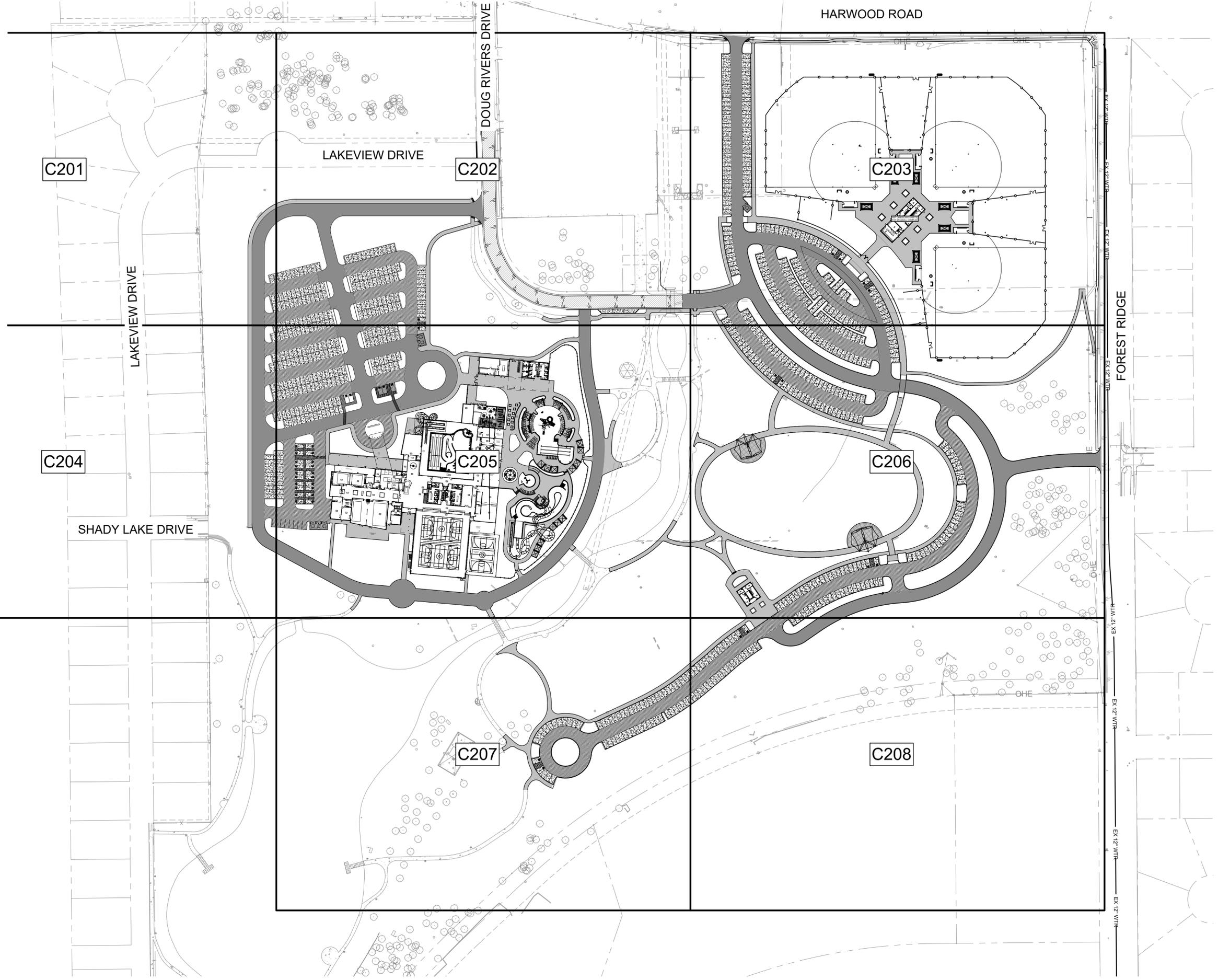
Your architect is monitoring construction to verify that it is in accordance with the documents they prepared.



0 100' 200'
GRAPHIC SCALE - 1"=100'

LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROJECT BOUNDARY LINE
- PROPERTY LINE
- EXISTING FIRE HYDRANT
- EXISTING SANITARY MANHOLE
- EXISTING WATER VALVE
- CURB & GUTTER
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- HC PARKING
- NUMBER OF PARKING SPACES
- 4" CONCRETE 3600 PSI NO. 3 BARS @ 18" O.C.E.W.
- 5" 3600 PSI CONCRETE WITH NO. 3 BARS @ 18" O.C.E.W. OVER 6" LIME SUBGRADE
- 6" 3600 PSI CONCRETE WITH NO. 3 BARS @ 18" O.C.E.W. OVER 6" LIME SUBGRADE
- 7" 3600 PSI CONCRETE WITH NO. 3 BARS @ 18" O.C.E.W. OVER 6" LIME SUBGRADE
- 2" HMAC OVERLAY



HALFF
 4000 FOSSIL CREEK BLVD
 FORT WORTH, TEXAS 76137-2720
 TEL (817) 847-1422
 TBP&S ENGINEERING FIRM #F-312

REVISIONS		
NO.	DATE	DESCRIPTION

PRELIMINARY
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CAMERON EHN 129176
 NAME P.E. NO.
 F-312 3/23/20
 T&PE FIRM NO. DATE

SHEET TITLE
OVERALL PAVING LAYOUT

PROJ. NO.	34405	SHEET NO.	C200
DRAWN	RS		
CHECKED	CTE		
DATE	3/23/20		

FILE: I:\340005\34405\001\CADD\SHEETS\CE-PAVING-34405.DWG
 PLOT DATE: March 23, 2020 4:49 PM
 PLOTTED BY: SEELBACH, ROGER

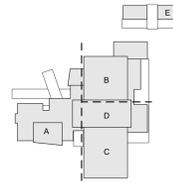
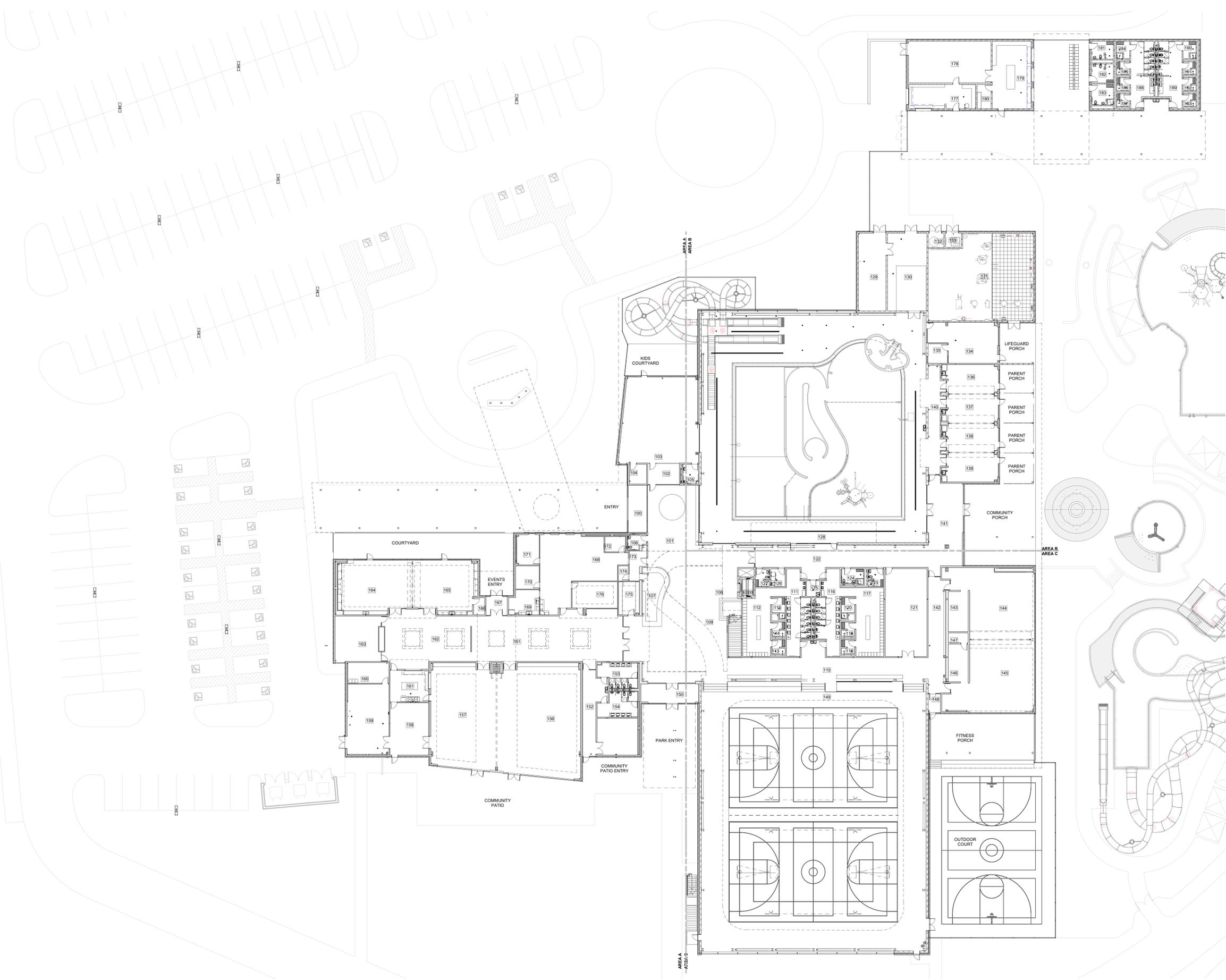
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JIM THARP

XX MONTH 201X

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Revision Schedule		
Rev. #	Revision Description	Revision Date



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817.593.9544
www.owtarchitects.com

BEDFORD MULTI-GENERATIONAL FACILITY

2801 FOREST RIDGE DRIVE
BEDFORD, TEXAS 76021

2018-021-00
MARCH 20, 2020

OVERALL FIRST FLOOR PLAN

OVERALL FIRST FLOOR PLAN | 1
SCALE: 1/16" = 1'-0" A2.00

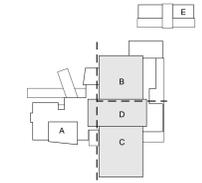
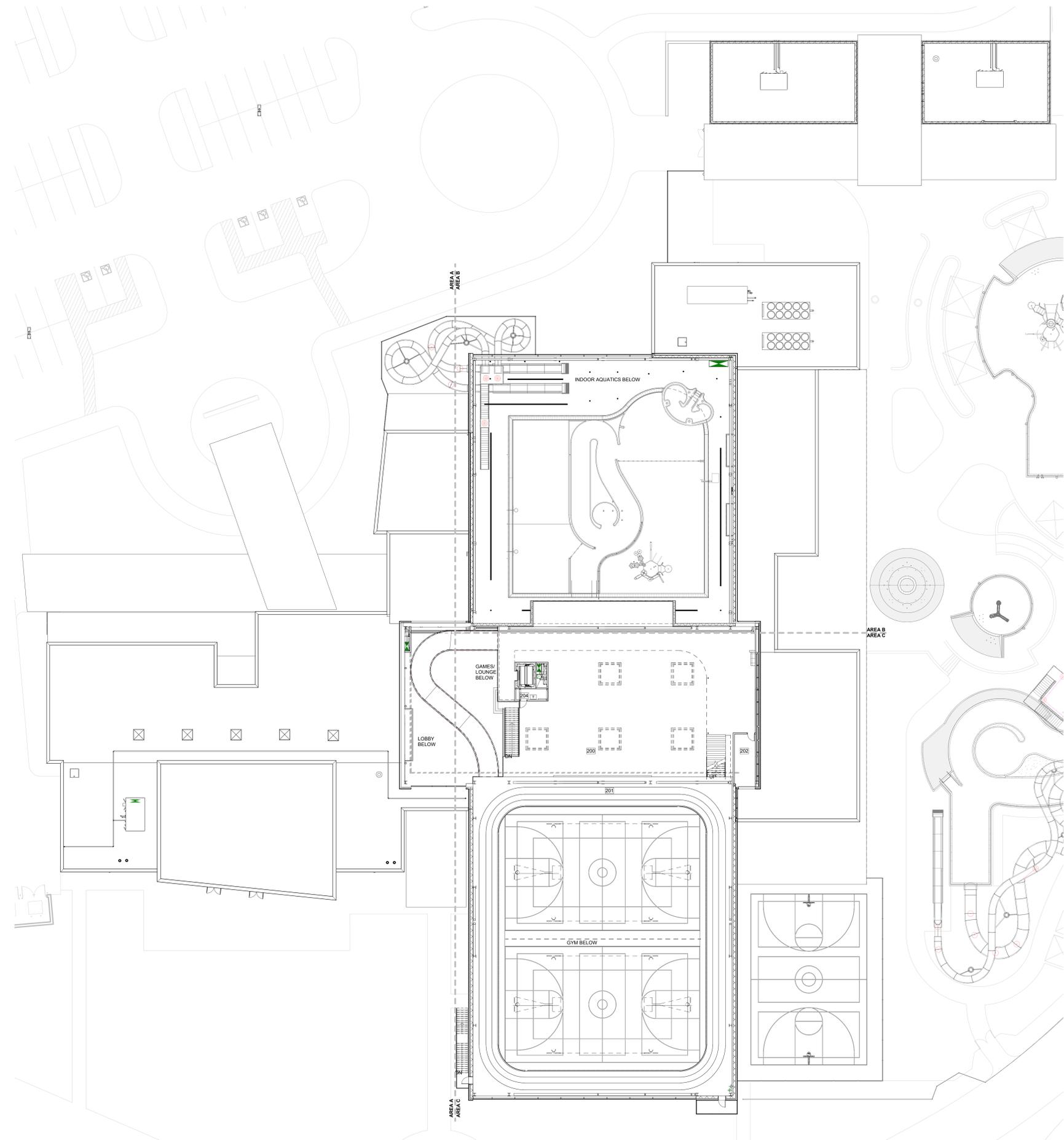
A2.00

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Revision Schedule		
Rev. #	Revision Description	Revision Date



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817.593.9544
www.owtarchitects.com

**BEDFORD MULTI
GENERATIONAL
FACILITY**
2801 FOREST RIDGE DRIVE
BEDFORD, TEXAS 76021

2018-021-00
MARCH 20, 2020

**OVERALL FITNESS
MEZZANINE PLAN**

OVERALL FITNESS MEZZANINE PLAN | 1
SCALE: 1/16" = 1'-0" A2.01

A2.01



Council Agenda Background

PRESENTER: Councilmember Tom Burnett

DATE: 06/09/20

Council Request

ITEM:

Presentation and discussion of Recreation Department activity plans and staff needs for the balance of 2020.

DISCUSSION:

Councilmember Burnett requested that this item be placed on the agenda.

ATTACHMENTS:

Letter of Request

Amanda Jacobs

From: Michael Wells
Sent: Wednesday, June 3, 2020 10:26 AM
To: Amanda Jacobs
Subject: FW: Agenda Item for June 9th Council Meeting

Follow Up Flag: Follow up
Flag Status: Completed

Please add. Thanks.

--

Michael Wells
Office: 817-952-2104

From: Tom Burnett <Tom.Burnett@bedfordtx.gov>
Sent: Wednesday, June 3, 2020 10:25 AM
To: Michael Wells <Michael.Wells@bedfordtx.gov>
Cc: Michael Boyter <Michael.Boyter@bedfordtx.gov>; Cliff Blackwell <Cliff.Blackwell@bedfordtx.gov>
Subject: Agenda Item for June 9th Council Meeting

Michael,

I wish to request that the following item be added to the work session for the June 9, 2020 Council Meeting:

Presentation and discussion of Recreation Department activity plans and staff needs for the balance of 2020.

Thank you

--

Tom Burnett
Council Member
City of Bedford
2000 Forest Ridge Drive, Bedford, TX 76021-5713
Office: 817-952-2173 | Fax: 817-952-2103 | Tom.Burnett@bedfordtx.gov



Council Agenda Background

PRESENTER: Councilmember Amy Sabol

DATE: 06/09/20

Council Request

ITEM:

Discussion on performing an efficiency study/survey of the City of Bedford organization.

DISCUSSION:

Councilmember Sabol requested that this item be placed on the agenda.

ATTACHMENTS:

Letter of Request

From: [Michael Boyter](#)
To: [Michael Wells](#)
Cc: [Cliff Blackwell](#)
Subject: June 9th Agenda Item Request
Date: Wednesday, June 3, 2020 11:53:56 AM

Michael,

Following up on our conversation, Mayor Pro Tem Sabol would like to request an item be added to the Work Session portion of the upcoming June 9, 2020 City Council meeting. Please add an item to discuss performing an efficiency study/survey of the City of Bedford organization. I would recommend the HR Director be present to assist in the discussion.

If you have any questions regarding this request, feel free to give me a call. Thanks again.

Michael

--

Michael Boyter

Mayor

City of Bedford

2000 Forest Ridge Drive, Bedford, TX 76021-5713

Office: 817-952-2108 | Fax: 817-952-2103 | Michael.Boyter@bedfordtx.gov



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 06/09/20

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) May 5, 2020 work session
- b) May 12, 2020 regular meeting
- c) May 19, 2020 special session
- d) May 26, 2020 executive session

DISCUSSION:

N/A

ATTACHMENTS:

May 5, 2020 work session
May 12, 2020 regular meeting
May 19, 2020 special session
May 26, 2020 executive session

Council Minutes May 5, 2020

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. via videoconference, on the 5th day of May, 2020 with the following members present:

Michael Boyter	Mayor
Tom Burnett	Councilmembers
Dan Cogan	
Ruth Culver	
Roger Fisher	
Amy Sabol	
Rusty Sartor	

constituting a quorum.

Staff present included:

Cliff Blackwell	Interim City Manager
Michael Wells	City Secretary
Wendy Hartnett	Special Events Manager
Don Henderson	Parks Superintendent
Maria Redburn	Library Director
Bill Syblon	Development Director
Brian TenEyck	Recreation Manager

WORK SESSION

The Work Session began at 5:30 p.m.

CALL TO ORDER

Mayor Boyter called the Work Session to order.

1. Discussion regarding the reopening of City facilities.

Interim City Manager Cliff Blackwell presented an overview of the City facilities closed since March 16, 2020 and asked Council's expectations on reopening those facilities. He stated staff is prepared to do a phased-in approach to reopening and that protocols need to be in place to protect the health and safety of staff prior to reopening. He asked Council on reopening the drive-thru window at the Library and presented an overview of the phased-in approach for the Library. There was discussion on sanitizing the Library, modifying the Library's schedule, setting the maximum occupancy level at a certain percentage, trigger points for reopening the Library and other City facilities, and increasing cleaning protocols. Mr. Blackwell stated waiting until June to reopen the Library will allow enough time for the proper protocols and safeguards to be put in place. Council was of the consensus to reopen the Library's drive-thru window.

Council Minutes May 5, 2020

Mr. Blackwell discussed the parks being closed and stated there has been voluntary compliance for the most part. He further stated parks in neighboring cities are open; however, their playground equipment and restrooms are closed. He asked Council's expectations on keeping the playgrounds and restrooms closed, while removing the signage that says the parks are closed. There was discussion on space in parks for social distancing, removing the tables at the dog park to discourage congregating, removing tables at the other parks, and signage in the park regarding the playgrounds being closed and following CDC guidelines. Mr. Blackwell asked Council about the ballfields and tennis courts. There was discussion regarding the Governor's orders allowing tennis, but not team activities and the impracticality of sanitizing the playgrounds and bathrooms. Council was of the consensus to reopen the parks, trails, and tennis courts; to keep the playgrounds, bathrooms, and the ballfields closed; and to remove the tables at the dog park.

There was discussion regarding the Senior Center being the last facility to reopen and keeping it closed until its scheduled destruction as part of the Phase Next improvements. There was further discussion on reopening City Hall. Mr. Blackwell stated staff is able to interact with the public in a more controlled environment, including virtual Municipal Court sessions, with the City Hall buildings being closed. There was discussion on needed accommodations in Building C, the City's phone tree, and employee scheduling. Council was of the consensus for the City Hall buildings to remain closed. Mr. Blackwell stated the Old Bedford School will remain closed in line with other City facilities, and staff is preparing to transfer recreational and Senior Center programming there once it is reopened.

2. Discussion regarding summer programming, including Bedford SPLASH, the summer day camp at the Boys Ranch Activity Center, and the Summer Reading Club at the Library.

Mr. Blackwell presented an overview of the City's summer programming, including the hiring of seasonal employees for SPLASH and the summer day camp. He asked Council their thoughts on summer activities if there is no spike in COVID-19 cases, including delayed starts in July. There was discussion on closures in other communities, the financial impact of delayed starts and cancelling programs, potential health risks by opening programming, and reducing the number of attendees at the summer day camp for social distancing. There was discussion regarding the possibility of starting asbestos abatement and demolition of buildings and facilities for Phase Next earlier than scheduled and Mr. Blackwell stated he would meet with the project manager, Kelly Snook regarding that possibility. He further stated that staff is confirming whether a new pump ordered for SPLASH would work in the new facility. A majority of Council was in favor of cancelling SPLASH and the summer day camp.

Library Director Maria Redburn stated there will be a virtual edition of HEB Reads! and the Summer Reading Club and presented the parameters for the programs. She further stated the Library drive through would be open the following day.

3. Discussion regarding City festivals and events, including FourthFest and BluesFest.

Mr. Blackwell asked Council their expectations on holding City festivals and events. He stated the City cancelled the Twilight concerts for May and notified the bands, who could be rescheduled for the following year or for later in the summer. Special Events Manager Wendy Hartnett presented information on a modified FourthFest, including the band performing via Facebook Live and/or a drive-in firework show, and the costs for each option. There was discussion on the perception of holding festivals with the financial hardships faced by the City, including budget cuts and

Council Minutes May 5, 2020

employee furloughs. Council was of the consensus to cancel FourthFest and the Twilight concerts until the following year.

There was discussion regarding BluesFest, including the postponement of several other outdoor events and festivals; the possibility of low attendance at BluesFest if it is held; the expenses for BluesFest; giving staff time to plan out a better festival the following year, including incorporating other genres of music; waiting to make a decision on BluesFest; and the impact to staff of cancelling events. A majority of Council was in favor of postponing BluesFest to 2021.

Councilmember Burnett stated asked that first responders not be affected by any staffing revisions as they are the first line of defense, and that the City not look to cut their staff levels.

4. Discussion regarding assistance to local businesses.

Development Director Bill Syblon presented ideas on how the City could assist in the reopening of local businesses, including a punch card program, distributing masks to the business community, signage, fees, and staying out of business's way. There was discussion regarding developing a resource page of businesses selling masks and sanitizer, as well as links to government assistance programs; a bingo card program; developing a list of businesses that are currently open at 25 percent occupancy; holding a "Shop Bedford Day" later in the year; issuing temporary certificates of occupancy to allow for increased or new patio seating for restaurants; highlighting various businesses on social media; working with the Chamber of Commerce and the Economic Development Foundation; leveraging what the Chamber is doing on the City's Facebook page; a Bedford-only coupon pack; incorporating business discounts in the City magazine; training businesses on using social media, and seeking input and feedback from businesses.

Mr. Syblon discussed the resources on the City's website, including the list of restaurants and what services they are providing, and a page with all the programs available to businesses.

In response to Councilmember Burnett's earlier comment, Mr. Blackwell stated he would not want to impose any kind of impact to staff but if a decision is made to cut costs, it would be across the board.

ADJOURNMENT

Mayor Boyter adjourned the Work Session at approximately 7:10 p.m.

Michael Boyter, Mayor

ATTEST:

Michael Wells, City Secretary

Council Minutes May 12, 2020

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Special Session at 5:30 p.m. and Regular Session at 7:30 p.m. via videoconference, on the 12th day of May, 2020 with the following members present:

Michael Boyter
Tom Burnett
Dan Cogan
Ruth Culver
Amy Sabol
Rusty Sartor

Mayor
Councilmembers

constituting a quorum.

Also present: Councilmember-Elect Rob Gagliardi

Staff present included:

Cliff Blackwell
Stan Lowry
Michael Wells
Sean Fay
Jeff Gibson
Meg Jakubik
Kenny Overstreet
David Yancy

Interim City Manager
City Attorney
City Secretary
Fire Chief
Police Chief
Strategic Services Manager
Public Works Director
Information Technology Manager

SPECIAL SESSION

Mayor Boyter called the Special Session to order at 5:30 p.m.

- **Administer Statement of Elected Officer and Oath of Office to newly elected Council Members Place 4 and Place 6.**

City Secretary Michael Wells administered the Statement of Elected Officials and Oath of Office to newly elected Council Member Tom Burnett, Place 4 and Rob Gagliardi, Place 6. Mayor Boyter presented the Certificates of Election to Council Members Burnett and Gagliardi.

Mayor Boyter adjourned the Special Session at 5:42 p.m.

EXECUTIVE SESSION

- a) Pursuant to Section 551.074, personnel matters - City Manager search.
- b) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property - Block 13, Lot 5R, Oakridge Estates (Bedford).

Council Minutes May 12, 2020

Council convened into Executive Session via videoconference and teleconference pursuant to Texas Government Code Section 551.074, personnel matters - City Manager search and Section 551.072, to deliberate the purchase, exchange, lease or value of real property - Block 13, Lot 5R, Oakridge Estates (Bedford), at 5:37 p.m.

Council reconvened from Executive Session at 7:46 p.m. Any necessary action to be taken as a result of the Executive Session will be during the Regular Session.

REGULAR SESSION

The Regular Session began at approximately 8:10 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Boyter called the meeting to order.

INVOCATION

Councilmember Sartor gave the invocation.

PLEDGE OF ALLEGIANCE

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

ANNOUNCEMENTS/UPCOMING EVENTS

Interim City Manager Cliff Blackwell reported that a mobile COVID-19 testing site will be set up at 837 Brown Trail on Friday and Saturday of that week.

OPEN FORUM

Nobody signed up to speak during Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Interim City Manager Cliff Blackwell gave an overview of the items on the consent agenda.

Motioned by Councilmember Culver, seconded by Councilmember Cogan, to approve the following items by consent: 1, 2 and 3.

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

- 1. Consider approval of the following City Council minutes:
a) April 28, 2020 regular meeting**

This item was approved by consent.

- 2. Consider a resolution authorizing the Interim City Manager to renew and upgrade the Office 365 email licenses to Microsoft Enterprise 365 user licenses, in the amount of**

Council Minutes May 12, 2020

\$146,236.64 per year for three years, through SHI Government Solutions, a cooperative contract vendor with the Texas Department of Information Resources (DIR).

This item was approved by consent.

- 3. Consider a resolution of the City Council of Bedford, Texas authorizing the submission of a grant application to the FY20 Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) administered by the Department of Homeland Security, Federal Emergency Management Agency's Grant Programs Directorate.**

This item was approved by consent.

COUNCIL RECOGNITION

- 4. Proclamation recognizing the week of May 10-16, 2020 as National Police Week and Friday, May 15, 2020, as Peace Officers Memorial Day in the City of Bedford.**

Mayor Boyter read a proclamation recognizing the week of May 10-16, 2020 as National Police Week and Friday, May 15, 2020, as Peace Officers Memorial Day in the City of Bedford.

- 5. Proclamation recognizing the week of May 17-23, 2020 as Emergency Medical Services Week in the City of Bedford.**

Mayor Boyter read a proclamation recognizing the week of May 17-23, 2020 as Emergency Medical Services Week in the City of Bedford.

- 6. Proclamation recognizing the week of May 17-23, 2020 as National Public Works Week in the City of Bedford.**

Mayor Boyter read a proclamation recognizing the week of May 17-23, 2020 as National Public Works Week in the City of Bedford.

NEW BUSINESS

- 7. Consider an ordinance approving a resolution authorizing the issuance, sale and delivery of Trinity River Authority of Texas (Tarrant County Water Project) improvement revenue bonds and approving and authorizing instruments and procedures.**

Patricia Cleveland with the Trinity River Authority (TRA) presented an overview of the Tarrant County Water Supply System, which supplies water to five customer cities, including Bedford. Bedford is averaging an estimated 6,200,000 gallons per day during the current fiscal year, or 21.4 percent of the total system usage. She stated the contract provisions with Bedford and Euless require the TRA to seek permission from those cities to sell the issuance of bonds for capital improvements. She presented an overview of the proposed Fiscal Year 2020 bond sale in an amount not to exceed \$8,000,000, including improvements to the treatment plant and the distribution system. She further discussed future improvements to the system. There was discussion regarding the water supply for the system, the impact of the bond sale on the amount Bedford pays for water, and the cost estimates of the future items.

Motioned by Councilmember Cogan, seconded by Councilmember Burnett, to approve an ordinance approving a resolution authorizing the issuance, sale and delivery of Trinity River

Council Minutes May 12, 2020

Authority of Texas (Tarrant County Water Project) improvement revenue bonds and approving and authorizing instruments and procedures relating thereto.

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

- 8. Receive a report on the Trinity River Authority's Central Regional Wastewater System Infiltration/Inflow Assessment Phase VI, Part II findings for the City of Bedford's wastewater collection system and consider a resolution authorizing the Interim City Manager to enter into a professional services agreement with Freese and Nichols Inc., in the amount of \$370,000, for a wastewater modeling and infiltration/inflow reduction plan.**

Public Works Director Kenny Overstreet presented information on this item and stated the Trinity River Authority (TRA) recently completed an infiltration and inflow (I/I) assessment on the Central Regional Water System (CRWS). He presented an overview of the metered basins in the City and connections with the City of Hurst. He stated the monitored flows in 2016 show Bedford has approximately 6,000 gallons per acre per day at the peak I/I rate, ranking the City as the third highest contributor to I/I into the CRWS. He presented an overview of TRA's recommendations for reducing I/I in Bedford by 2030, with all but one basin reducing I/I by 23 percent. He stated a city built out like Bedford should have a wastewater modeling study done every ten years, and the last one in the City was completed in 2008.

Mr. Overstreet stated the next step for the City is to complete an updated capacity and I/I study, which is required by the Sanitary Sewer Overflow Outreach Initiative with the Texas Commission on Environmental Quality approved at the previous Council meeting. The overall goal is to reduce I/I overall by 23 percent by 2030. He stated for every 1,000 gallons of I/I reduction, the City would save \$2.994. He presented an overview of the proposed agreement with Freese and Nichols for a wastewater modeling and I/I reduction plan, as well as similar projects done by the company in other cities. In response to questions from Council, Mr. Overstreet stated the reduction in I/I would help with overloading of TRA's plant and how they project for sewer treatment in the future. There was discussion on the request for qualifications process and the reasons for choosing Freese and Nichols.

Motioned by Councilmember Burnett, seconded by Councilmember Sabol, to approve a resolution authorizing the Interim City Manager to enter into a professional services agreement with Freese and Nichols Inc., in the amount of \$370,000, for a wastewater modeling and infiltration/inflow reduction plan.

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

- 9. Consider a resolution authorizing the Interim City Manager to purchase a Standard LX Diesel - Single Turner Valve Maintenance Skid (VMS), through E.H. Wachs, in the amount of \$72,895, utilizing the BuyBoard cooperative purchasing agreement.**

Mr. Overstreet presented information regarding this item, which is to replace valve equipment purchased in 2008 that has had several expensive failures and breakdowns. The new equipment was approved in the current budget and would be mounted to a new F-550 truck through the Enterprise lease agreement. The life expectancy of the equipment is approximately ten years. He stated the reason for choosing a diesel engine as opposed to a gasoline engine is longer life expectancy, better fuel efficiency, and cleaner burning. He presented an overview of the capabilities of the equipment.

Council Minutes May 12, 2020

Motioned by Councilmember Culver, seconded by Councilmember Burnett, to approve a resolution authorizing the Interim City Manager to purchase a Standard LX Diesel - Single Turner Valve Maintenance Skid (VMS), through E.H. Wachs, in the amount of \$72,895, utilizing the BuyBoard cooperative purchasing agreement.

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

10. Consider a resolution authorizing the Interim City Manager to purchase firefighting personal protective equipment (PPE) from North American Fire Equipment Co. Inc. (NAFECO), through the cooperative purchasing program BuyBoard, in an amount not to exceed \$70,000.

Fire Chief Sean Fay presented information regarding this item. He stated the Department maintains two sets of personal protective equipment (PPE) for all fire suppression employees. The \$70,000 is a budgeted amount and this authorization would purchase gear for the maintenance of the overall fleet of PPE, as well as PPE for the three new firefighters approved in the current budget. He discussed the reasons for purchasing PPE annually, including damage and wear to equipment during incident responses and the requirement that all PPE over ten years of age be retired. In response to questions from Council, Chief Fay stated that boots have not worn out as extensively as other pieces of equipment. He stated older sets of PPE that are still in good condition would be reassigned to the Citizens Fire Academy or donated to volunteer agencies.

Motioned by Councilmember Culver, seconded by Councilmember Cogan, to approve a resolution authorizing the Interim City Manager to purchase firefighting personal protective equipment (PPE) from North American Fire Equipment Co. Inc. (NAFECO), through the cooperative purchasing program BuyBoard, in an amount not to exceed \$70,000.

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

11. Mayor/Council Member Reports

Mayor Boyter thanked everybody in Bedford for their sacrifices and what they are doing to protect themselves and their loved ones. He further thanked staff for maintaining a high level of service and Council for adjusting to the new environment and finding ways to reengage and move projects forward.

Councilmember Sartor welcomed Councilmember Gagliardi to the Council and stated he looks forward to working with him.

12. City Manager/Staff Reports

a) Quarterly Financial Report

Strategic Services Manager Meg Jakubik gave a financial report on the second quarter of the City's fiscal year. She presented information on the General Fund, including a comparison of actual, budgeted and projected revenue and expenditures, and a comparison of revenues and expenditures from Fiscal Year 2019 and 2020. She presented information on the Water and Sewer Fund, including three-year histories of revenue and expenditures. She presented information on other funds, including Tourism, Stormwater, and the Street Improvement Economic

Council Minutes May 12, 2020

Development Corporation (SIEDC). She stated with the current situation with COVID-19, staff is reviewing projection numbers weekly. Mr. Blackwell stated the sales tax figures for March show a decline; however, it did not impact the City to the degree as staff previously estimated. There was discussion on the fluidity of the situation and maintaining City services.

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

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

ADJOURNMENT

Mayor Boyter adjourned the meeting at approximately 9:20 p.m.

Michael Boyter, Mayor

ATTEST:

Michael Wells, City Secretary

Council Minutes May 19, 2020

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Special Session via videoconference at 5:30 p.m. on the 19th day of May, 2020 with the following members present:

Michael Boyter
Tom Burnett
Dan Cogan
Ruth Culver
Rob Gagliardi
Amy Sabol
Rusty Sartor

Mayor
Councilmembers

constituting a quorum.

Staff present included:

Cliff Blackwell
Michael Wells
Sean Fay
Meg Jakubik
Jerry Laverty
Kenny Overstreet
Kelly Snook

Interim City Manager
City Secretary
Fire Chief
Strategic Services Manager
Street and Drainage Superintendent
Public Works Director
Interim Capital Projects Director

SPECIAL SESSION

The Special Session began at 5:30 p.m.

CALL TO ORDER

Mayor Boyter called the Special Session to order.

OPEN FORUM

City Secretary Michael Wells read the following emails:

Veronika Lysenko, 2319 L. Don Dodson, Bedford – Ms. Lysenko stated she likes the name change for the Boys Ranch Park and is excited what the park will look like after construction. She asked if the whole park would be closed during construction. She hoped the government would not forget about the other smaller parks, including Harris Ryals Park, as she was disappointed that the water fountains did not work. She stated it would be a good idea to consider long-term solutions to drinking water safely in the parks, including water fountains with sensors.

Sallie Smith Hoezl, 921 Springdale Road, Bedford – Ms. Hoelzl stated the name change for the park should not be undertaken without careful consideration and input from the public. She felt the new name is asinine and not a good name. She stated Council should consider if their smaller

Council Minutes May 19, 2020

perspective is sufficient to change the historical name of the park to something that says nothing about Bedford or the park.

Terry Smith, 3904 Candlewick Court, Bedford – Mr. Smith suggested with the negative comments to the name Generations and exclusion of the name Bedford Boys Ranch, that it be named Generations Park at the Bedford Boys Ranch. He felt communication and messaging are still an issue, including stamping “cancelled” on notifications for cancelling FourthFest and BluesFest and using the new park name in the communication without a clear explanation.

Susanne Patterson, 3105 Green Country Court, Bedford – Ms. Patterson asked why the Bedford Boys Ranch was renamed and stated that it did not even include the name Bedford. She asked if this was a priority with everything going on and if there was nothing more important on which to spend money.

Michael Hoelzl, 921 Springdale Road, Bedford – Mr. Hoelzl asked why the name of the Boys Ranch was changed. He stated it has an historical connection to the City and asked that it either be put to a general vote or it be called Generation’s Park at the Boys Ranch.

Kay Bunker, 4906 Shadowood Road, Colleyville – Ms. Bunker stated she lived in Bedford for 26 years and served as Chairperson of the Park Board in the early 1990’s. She asked that the history of the park not be eliminated by changing the name. She stated it was referenced in the 1983 Park Master Plan so must have been at least 40 years since it was acquired by the City. She stated the name is unique to the area and asked the boys who grew up there be honored.

John Park III – Mr. Park stated he has been a resident since 1962 and his father was the first dentist in the area back in 1955 and his mom is the Honorable Carolyn Park, Texas State Representative for District 92 for 12 years. He expressed his disappointment of the name change. He stated the main issue is the history behind the name of the Boys Ranch and felt that tax paying citizens should have been allowed to put a panel together to come up with an honest citizen opinion. He felt going through a private marketing party was a poor choice. He advised looking at the negative feedback on social media.

Mayor Boyter thanked the commenters for their input and suggestions. He stated Council discussed renaming the Boys Ranch Park for several years, including with the passage of the Phase Next bond package. Council engaged with a marketing firm earlier in the year to help with rebranding and reimaging of the park. A subcommittee of Councilmembers was formed to work with the firm and staff to create new ideas for naming opportunities, which were presented to the rest of Council at their meeting on April 28, 2020. Mayor Boyter stated Council unanimously felt Generations Park was the best of the names presented. He discussed making positive changes and honoring the City’s unique history. He felt there is an opportunity to honor the past and present, and look towards the future, with Phase Next and the name Generations Park. He stated steps can be taken to incorporate the City’s history into the design of the park and the buildings within the park. Mayor Boyter presented an overview of the history of the Boys Ranch.

1. Consider a resolution authorizing the Interim City Manager to enter into an Interlocal Agreement with Tarrant County for support of local partners funding from the Coronavirus Aid, Relief and Economic Security (CARES) Act.

Strategic Services Manager Meg Jakubik presented information regarding this item. She stated the Coronavirus Aid, Relief and Economic Security (CARES) Act sent money to local governments, with direct disbursements going to cities and counties with populations over

Council Minutes May 19, 2020

500,000. Bedford is receiving its allocation through Tarrant County at \$55.00 per capita, or approximately \$2,7000,000. The City is entitled to use that funding to address expenditures related to its response and mitigation efforts for COVID-19. The allocation is expense-based and if the City does not need all the funding, it would be obligated to return the remainder to the County. The funding can be used for the City to reimburse itself for what has already been spent and cover expenses the rest of the calendar year. Ms. Jakubik gave examples of covered expenditures, including personal protective equipment and materials to prepare for reopening facilities. There was discussion on payroll that could be covered under the CARES Act. In response to questions from Council, Ms. Jakubik stated the funds should be dispersed within the month, and the allocation covers March 1 through December 30, 2020.

Motioned by Councilmember Culver, seconded by Councilmember Burnett, to approve a resolution authorizing the Interim City Manager to enter into an Interlocal Agreement with Tarrant County for support of local partners funding from the Coronavirus Aid, Relief and Economic Security (CARES) Act.

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

2. Consider a resolution authorizing the Interim City Manager to enter into a contract with Texacare Urgent Care, PLLC for COVID-19 testing services in an amount not to exceed \$85,000.

Fire Chief Sean Fay stated the President issued a directive to each state to test 100 percent of residents and workers in at-risk facilities. Governor Greg Abbott tasked Nim Kid, the director of the Texas Department of Emergency Management (TDEM), who then turned to the Texas fire service to execute the directive. He stated at-risk facilities are those identified as “hot spots” for the outbreak of COVID-19 and include nursing homes, assisted living centers, long-term care facilities, jails, prisons, and meat packing facilities. The strategy is to get a baseline on these at-risk facilities across the country and with the data, deploy task force responses and localized strategies to contain outbreaks from those hot spots. Chief Fay stated this item is for the first phase of at-risk testing and includes nursing homes, specifically those with licensed, skilled nursing care. He stated Mr. Kid requested this testing be completed by May 25, 2020 and committed to reimbursing the costs associated with the testing. The cities of Bedford, Hurst and Euless sought to hire a third-party service, as the fire departments are not set up to do testing and still face challenges with PPE. The services include testing kits, PPE, testing, and reporting of the testing. The amount of the contract with Texacare for Bedford is not to exceed \$85,000.

In response to questions from Council, Chief Fay stated testing would begin immediately after approval of the contract. The costs associated with the contract are for those facilities in Bedford that have skilled nursing care licenses. He confirmed the contract does not cover rehabilitation, assisted living or memory care facilities. He stated the state has not given any direction on further testing phases. The data from the testing would go directly to the Tarrant County Health Department, while the City would be given a basic matrix, which then would be reported to the state. Chief Fay stated the company is obligated to instruct 100 percent of the population of those facilities to submit to the test, but individuals retain the right to refuse testing, which would be documented and reported. There was discussion on the reasons Texacare was selected, the testing procedures, the reimbursement for expenses from the state, when the next phases of testing would be implemented, the reasoning for the state’s request from the Texas fire service, why memory care facilities were not included in the first phase of testing, a testing initiative in the City of McKinney, and the City’s relationship with the Tarrant County Health Department.

Council Minutes May 19, 2020

Motioned by Councilmember Cogan, seconded by Councilmember Sabol, to approve a resolution authorizing the Interim City Manager to enter into a contract with Texacare Urgent Care, PLLC for COVID-19 testing services in an amount not to exceed \$85,000.

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

3. Receive a report on recent Public Works activities for Fiscal Year 2018-2019.

Public Works Director Kenny Overstreet presented a report on Public Works activities for Fiscal Year 2018-2019. He gave an overview of the Department's organizational chart; the fiscal year budget; statistics and projects from the Fleet, Street, Engineering, Water, Wastewater, and Stormwater divisions; and mandatory reports to the state. There was discussion on the number of vehicles and equipment in the City's fleet; the status of repairs at Brookhollow Park; and the Enterprise vehicle replacement program, including the warranties on the vehicles. In response to questions from Council, Mr. Overstreet stated the number of water main breaks in the City has declined since the City started making improvements through the State Water Implementation Fund for Texas loans. He further stated the number of unscheduled maintenance issues on the City's fleet has declined since the implementation of the Enterprise vehicle replacement program. He explained that a water line below Harwood Road needs replacement prior to improvements being made to the street. There was discussion on the timeframe for improvements to Harwood Road and the impact of those improvements to the Phase Next project.

4. Presentation on the 2020 mosquito control program.

Street and Drainage Superintendent Jerry Laverty presented statistics on mosquito traps, testing, and treatments in 2019 and thus far in 2020. He stated Tarrant County established a different standard in 2020 due to COVID-19, including a reduction in the number of static traps to four as the testing was moved to Austin from Dallas. He presented information on traps at City facilities, and the larviciding program. There was discussion on the City's mosquito treatment program; coordination with neighboring cities; the ineffectiveness of fogging or spraying; the treatment of creeks and storm drains; training; how the West Nile virus is transferred; staffing; and expanding Bedford's program across Tarrant County.

5. Update on Generations Park/CNTR: 100% Design Documents.

Interim Capital Projects Director Kelly Snook stated the 100% design documents from Oxley Williams Tharp Architects (OWT) and the 60% site plans from Halff Associates were submitted to Steele & Freeman, the construction manager at-risk (CMAR), who produced a cost estimate at this phase of just under \$60,000,000. She stated OWT committed to helping reduce that cost. She presented an overview of the schedule for the Phase Next project over the summer, including moving out of the facilities and relocating programs and tenants, abatement contract services, completion of construction documents, relocating a gas line along David Drive paid for by Atmos, the determination of a guaranteed maximum price, a final contract to Council, and the start of construction in October. There was discussion regarding how the estimated cost was calculated; the auctioning of surplus equipment from the park facilities; Council receiving copies of the design documents; determining the costs for information technology; the relocation costs for staff; starting construction of the storage building early; interest on the bond money being put towards the cost of the project; the proposed upstairs restrooms at the Old Bedford School; storage being included in the design documents; the timeframe for bidding the project; and the next steps in the project.

ADJOURNMENT

Council Minutes May 19, 2020

Mayor Boyter adjourned the Special Session at 7:37 p.m.

Michael Boyter, Mayor

ATTEST:

Michael Wells, City Secretary

Council Minutes May 26, 2020

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Executive Session via teleconference at 1:00 p.m. on the 26th day of May, 2020 with the following members present:

Michael Boyter	Mayor
Tom Burnett	Councilmembers
Dan Cogan	
Ruth Culver	
Rob Gagliardi	
Amy Sabol	
Rusty Sartor	

constituting a quorum.

Staff present included:

Cliff Blackwell	Interim City Manager
Michael Wells	City Secretary
Stan Lowry	City Attorney
Matt Butler	City Attorney
Jeff Gibson	Police Chief
Bill Syblon	Development Director

CALL TO ORDER

Mayor Boyter called the Executive Session to order at approximately 1:00 p.m.

EXECUTIVE SESSION

- **Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – ALLEN, ALEXANDER SURVEY Abstract 11 Tract 1C02.**

Council convened via teleconference pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – ALLEN, ALEXANDER SURVEY Abstract 11 Tract 1C02.

Any action necessary as a result of the Executive Session will be taken during the Regular Session at the next regularly scheduled Council meeting.

ADJOURNMENT

Mayor Boyter adjourned the Executive Session at approximately 1:25 p.m.

Council Minutes May 26, 2020

Michael Boyter, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: Sarah Featherston, Teen Librarian
Grace Garrigan, Children's Librarian

DATE: 06/09/20

Council Recognition

ITEM:

Proclamation declaring June and July as Summer Reading Club Season.

City Attorney Review: N/A

DISCUSSION:

The Children and Teen staff have worked closely with the HEB Reads partners to design a virtual Summer Reading Club. They will accept the proclamation on behalf of the Library.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, the Bedford Public Library is a destination for learning and discovery for people of all ages; and

WHEREAS, research shows that children who read 4 to 5 books over the summer can stop or even reverse the summer slide; and

WHEREAS, adults who read during the summer set a good example for children, improve memory, learn new things and enhance wellbeing; and

WHEREAS, the HEB Reads! collaboration has enhanced the Summer Reading Club for children, teens and adults through joint programs and prizes.

NOW, THEREFORE, let it be known that I, Michael Boyter, Mayor of the City of Bedford, and the City Council do hereby proclaim June and July 2020 as:

Summer Reading Club Season

in the City of Bedford and invite all residents to register for the reading club at the Bedford Public Library.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
9th day of June 2020.*

Michael Boyter, Mayor





Council Agenda Background

PRESENTER: Jayashree Narayana, Livable Plans
William Syblon, Development Director

DATE: 06/09/20

Council Mission Area: Foster economic growth.

ITEM:

Public hearing and consider an ordinance to rezone Tracts 3 & 3D, Abstract 12, Allen, W R Survey, located at 1525 Bedford Road, Bedford, Texas from Residential 7,500 SF Detached (R75) to Residential 7,500 SF Detached/Specific Use Permit/Primary and Secondary Schools (R75/SUP), specific to 3.2.C(3)a of the City of Bedford Zoning Ordinance, allowing for The Clubhouse for Special Needs to operate a school. The property is generally located north of Bedford Road and east of Airport Freeway. (PZ-SUP-2020-50009)

City Attorney Review: N/A

SUMMARY:

This item is to request a specific use permit (SUP) to allow The Clubhouse for Special Needs to operate a school in a vacant church building located at 1525 Bedford Road.

BACKGROUND:

The subject property is located on Bedford Road west of Forest Ridge Drive. The lot is approximately 2.9 acres and was the site of a former church building and parking lot dating to 1970 according to Tarrant Appraisal District records.

The Clubhouse for Special Needs was previously located at 1308 Harwood Road adjacent to the U.S. Post Office and the Generations Park (formerly Boys' Ranch Park). This use has had to move from their previous location due to the major improvements currently underway at the park. Specifically, the previous location was incorporated into the new ballfields at the park. Given the niche community need this facility provides, The Clubhouse is requesting a SUP to move to a nearby location on Bedford Road. The Clubhouse is considered as an educational facility that provides on-site learning, after-school care, and other activities for both children and adults. The applicant is requesting the adaptive reuse of the existing church facility at this location to temporarily house their current needs, while planning for a longer-term expansion on the new site at 1525 Bedford Road. The property is approximately three acres and the future plans for expansion will require review and approvals by the City. The applicant will have to meet the City's Fire Code and Building Code requirements for the proposed use prior to the issuance of an occupancy certificate.

The Planning and Zoning Commission recommended approval of this application at their May 28, 2020 meeting by a unanimous vote.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone Tracts 3 & 3D, Abstract 12, Allen, W R Survey, located at 1525 Bedford Road, Bedford, Texas from Residential 7,500 SF Detached (R75) to Residential 7,500 SF Detached/Specific Use Permit/Primary and Secondary Schools (R75/SUP), specific to 3.2.C(3)a of the City of Bedford Zoning Ordinance, allowing for The Clubhouse for Special Needs to operate a school. The property is generally located north of Bedford Road and east of Airport Freeway. (PZ-SUP-2020-50009)

FISCAL IMPACT:

N/A

ATTACHMENTS:

**Ordinance
Site Plan
Aerial
Draft Planning and Zoning Minutes
PowerPoint Presentation**

ORDINANCE NO. 2020-

AN ORDINANCE TO REZONE TRACTS 3 & 3D, ABSTRACT 12, ALLEN, W R SURVEY, LOCATED AT 1525 BEDFORD ROAD, BEDFORD, TEXAS FROM RESIDENTIAL 7,500 SF DETACHED (R75) TO RESIDENTIAL 7,500 SF DETACHED/SPECIFIC USE PERMIT/PRIMARY AND SECONDARY SCHOOLS (R75/SUP), SPECIFIC TO 3.2.C(3)A OF THE CITY OF BEDFORD ZONING ORDINANCE, ALLOWING FOR THE CLUBHOUSE FOR SPECIAL NEEDS TO OPERATE A SCHOOL. THE PROPERTY IS GENERALLY LOCATED NORTH OF BEDFORD ROAD AND EAST OF AIRPORT FREEWAY. (PZ-SUP-2020-50009)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas that the Zoning Ordinance be rezoned for the property known as Tracts 3 & 3D, Abstract 12, Allen, W R Survey, located at 1525 Bedford Road, Bedford, Texas from Residential 7,500 SF Detached (R75) to Residential 7,500 SF Detached/Specific Use Permit/Primary and Secondary Schools (R75/SUP), specific to 3.2.C(3)a of the City of Bedford Zoning Ordinance, allowing for The Clubhouse for Special Needs to operate a school. The property is generally located north of Bedford Road and east of Airport Freeway. (PZ-SUP-2020-50009)

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:

Tracts 3 & 3D, Abstract 12, Allen, W R Survey, 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.

PRESENTED AND PASSED this 9th day of June 2020, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

ORDINANCE NO. 2020-

Michael Boyter, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Site Data:

Address: 1525 Bedford Road
Existing Zoning: R-7,500
Existing Use: Church
Proposed Use: School for Special Needs
Site area= 2.9 acres
Building area = 5,750 sq.ft. (approx.)
Parking provided = 20 cars
Parking req'd = 1/25 students

The Clubhouse for Special Needs
1525 Bedford Road, Bedford, Texas
Specific Use Permit Application
Concept Plan

April 27, 2020

MORROW GREEN GARDEN HOMES, PHASE 8, VOLUME 388-181, PAGE 42, P.R.T.C.T.

FIELD NOTE DESCRIPTION

All that certain tract or parcel of land situated in the W. R. ALLEN SURVEY, ABSTRACT NO. 12 and the J. W. HAYNES SURVEY, ABSTRACT NO. 784, City of Bedford, Tarrant County, Texas and being that same tract of land described in Deed to Bellview Ministries, Inc. as recorded in Volume 12710, Page 1498, Deed Records, Tarrant County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod found (CM) for the southeast corner of said Bellview Ministries tract, being the most southerly southwest corner of Morrow Green Garden Homes, Phase 8 as recorded in Volume 388-181, Page 42 of the Plat Records, Tarrant County, Texas, also being in the northerly right-of-way line of Bedford Road, (a 80' right-of-way);

THENCE South 49 degrees 16 minutes 38 seconds West (bearing source) with said northerly right-of-way line, 143.92 feet to a 1/2 inch steel rod found (CM) for the southwest corner of said Bellview Ministries tract, also being the south-east corner of Morrow Green Garden Homes, Phase 7 as recorded in Volume 388-176, Page 35 of said Plat Records;

THENCE North 33 degrees 09 minutes 56 seconds West departing said right-of-way line and with the westerly boundary line of said Bellview Ministries tract and the easterly boundary line of said Morrow Green Garden Homes, Phase 7, 470.20 feet to a 1/2 inch capped steel rod stamped "PRISM SURVEYS" set for the northwest corner of said Bellview Ministries tract and the northeast corner of said Morrow Green Garden Homes, Phase 7, also being in the southerly boundary line of said Morrow Green Garden Homes, Phase 8;

THENCE North 89 degrees 40 minutes 14 seconds East with northerly boundary line of said Bellview Ministries tract and the southerly boundary line of said Morrow Green Garden Homes, Phase 8, 511.93 feet to a 1/2 inch capped steel rod stamped "PRISM SURVEYS" set for the northeast corner of said Bellview Ministries tract;

THENCE South 01 degrees 59 minutes 15 seconds East with the easterly boundary line of said Bellview Ministries tract and with a westerly boundary line of said Morrow Green Garden Homes, Phase 8, 172.26 feet to the PLACE OF BEGINNING and containing 2.852 acres of land, more or less, as surveyed by Prism Surveys, Inc. in the month of November, 2019.

EASEMENT NOTE

I AM UNABLE TO DETERMINE THE LOCATION OF THE FOLLOWING EASEMENT:

10. e - TEXAS POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN VOLUME 1668, PAGE 403, D.R.T.C.T.

LAND TITLE SURVEY SHOWING

2.852 ACRES OF LAND

SITUATED IN THE
W. R. ALLEN SURVEY, ABSTRACT NO. 12, AND THE J. W. HAYNES SURVEY, ABSTRACT NO. 784, BEDFORD, TARRANT COUNTY, TEXAS.

TO: THE CLUBHOUSE FOR SPECIAL NEEDS, INC., BELLVIEW MINISTRIES, INC., FAIR TEXAS TITLE AND WESTCOR LAND TITLE INSURANCE COMPANY, GF NO. FW193177, ISSUED: NOVEMBER 5, 2019

I, John W. Morgan, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the plat herein is an accurate representation of an actual survey made on the ground under my supervision as dated and the boundary lines, corners and dimensions of said property are as indicated and this survey conforms with the Professional and Technical Standards of the Texas Board of Professional Land Surveying Practices Act revised in February, 2018.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELED UPON AS A FINAL SURVEY DOCUMENT

John W. Morgan, R.P.L.S. No. 5488

PRISM SURVEYS, INC.
SUCCESSORS TO MOAK SURVEYORS, INC.

COMMERCIAL, RESIDENTIAL, BOUNDARY, INVESTIGATIVE, TOPOGRAPHIC, TITLE SURVEYS, PLATTING AND CONSTRUCTION STAKING
Firm No. 101325-00
3533 BELL DRIVE
HURST, TEXAS, 76053
(817) 540-8048 OR (817) 268-2211



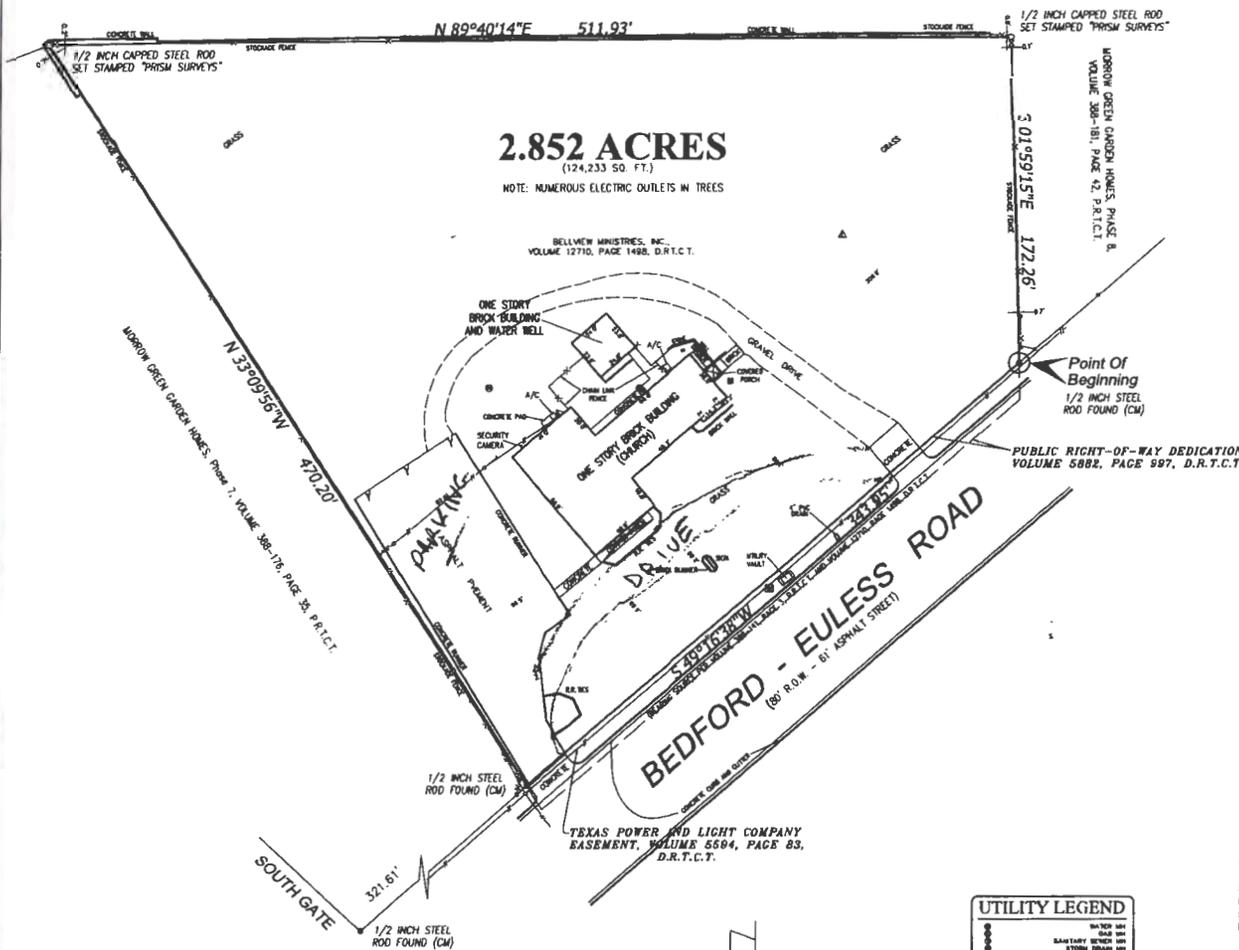
- LEGEND**
- FOUND STEEL ROD
 - SET CAPPED STEEL ROD
 - STAMPED "PRISM SURVEYS"
 - ⊕ CROSS CUT IN CONCRETE
 - ⊙ FOUND STEEL PIPE
 - ⊖ FOUND BOLT BRACKETS
 - ⊗ REPAIRS/REPAIR CONTROL MONUMENT
 - ⊘ PRIVATE ACCESS AND DRAINAGE EASEMENT
 - ⊙ UTILITY EASEMENT
 - ⊙ P.F.T.C. PLAT RECORDS, TARRANT COUNTY, TEXAS
 - ⊙ D.R.T.C. DEED RECORDS, TARRANT COUNTY, TEXAS

© 2019 Prism Surveys, Inc.
Copies of this plat not certified as a registered plat and original plat signatures should be retained to enable unobstructed alterations. Attention: Verify the label conditions.

SCALE: 1" = 30' / NOVEMBER 18, 2019 / DRAWN BY: JMM / COLOR FILE: 19-0956 / PROJECT NO: 19-0956 SHEET 1 of 1

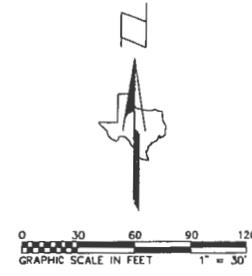
2.852 ACRES
(124,233 SQ. FT.)

NOTE: NUMEROUS ELECTRIC OUTLETS IN TREES



UTILITY LEGEND

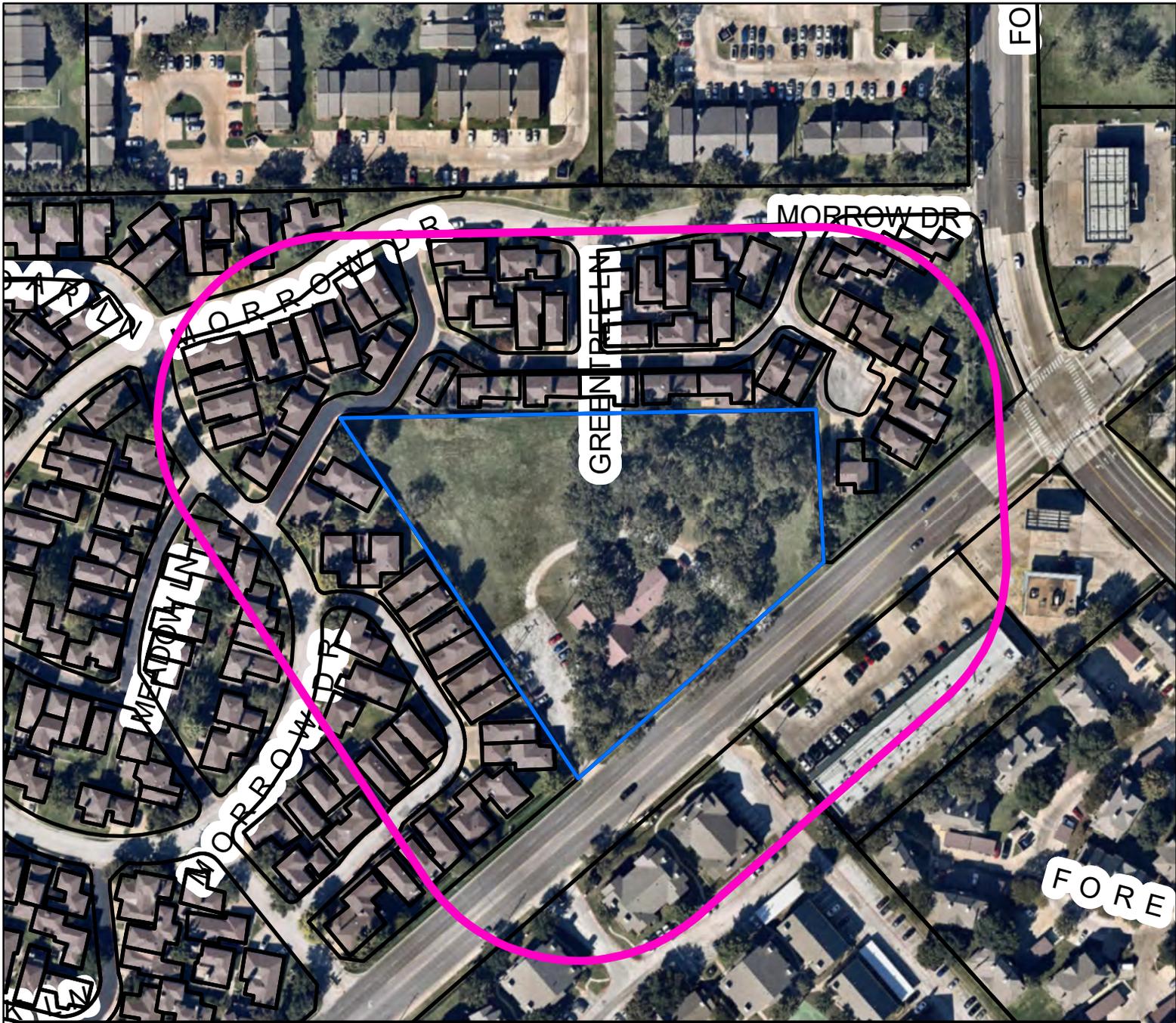
○	WATER MAIN
○	SEWER MAIN
○	SAWTOOTH BENDER MAIN
○	STORAGE TANK MAIN
○	SILVER TANK
○	WATER METER
○	WATER TAP
○	PIPE WORK
○	UTILITY POLE
○	ELECTRIC TRANSFORMER
○	ELECTRIC WIRING
○	ELECTRIC SERVICE, Pylon or Box
○	TELEPHONE OR CELL SERVICE
○	CABLE TO RESIDENCE
○	TELEPHONE HANGOFF
○	GAS METER/SERVICE HANGOFF
○	FLUE GAS
○	REFRIGERANT CONDENSER PIPE
○	CONCRETE METAL PIPE
○	SAWTOOTH BENDER
○	NEW OPTIC CABLE WARE ON THE FACE
○	BRASS NAIL
○	TRAFFIC SIGNAL CONTROL BOX
○	PROXIMITY CONTROL VALVE
○	BOLLARD OR BURN PILE
○	POST FOR SIGN OR LIGHT POLE
○	BEAM PIVOT
○	SECURITY CAMERA
○	UNDERGROUND CABLE
○	SOLE TIE
○	OVERHEAD UTILITY LINE



FLOOD NOTE

According to the Federal Emergency Management Agency's Flood Insurance Rate Maps, Map Number 48439C0205 K and Map Number 48439C0210K, Maps Revised: September 25, 2009, all of the tract shown hereon does not appear to lie within Zone AE (base flood elevations determined). However the tract does appear to lie within Zone X-unshaded (areas determined to be outside of the 500-year floodplain).

This information is only our opinion based on our sincere efforts of scaling data from the above mentioned FEMA Map in relation to the subject tract and does not represent a flood study prepared by Prism Surveys, Inc.



Hearing

Date: 05-28-20 PZ-SUP-2020-50009

**Address: 1525 Bedford Road
Bedford, TX 76021**

Legal Description:

**Allen, W R SURVEY
Tracts 3 & 3D, Abstract 12**

 **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.*

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF MAY 28, 2020**

DRAFT

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The Planning and Zoning Commission of the City of Bedford, Texas, met in Work Session at 6:30 p.m. and Regular Session at 7:00 p.m. via videoconference, Bedford, Texas on the 28th day of May, 2020 with the following members present:

Chairman: Todd Carlson

Vice Chairperson:

Members: Keith Quigley
 Lisa McMillan
 Tom Stroope
 Bryan Henderson
 Dixie Cawthorne
 Linda Moye

Constituting a quorum.

Staff present included:

Bill Syblon Development Director
Kristtina Starnes Planning & Zoning Assistant

(The following items were considered in accordance with the official agenda posted by May 22, 2020)

CALL TO ORDER

Chairman Carlson called the Work Session to order at 6:30 p.m.

WORK SESSION

The Commission and Staff reviewed and discussed items on the regular agenda.

Chairman Carlson adjourned the Work Session at 6:58 p.m.

REGULAR SESSION

The Planning and Zoning Commission convened via videoconference at 7:00 p.m. and the Regular Session began.

CALL TO ORDER

Chairman Carlson called the meeting to order at 7:00 p.m.

INVOCATION

Commissioner Stroope gave the invocation.

PLEDGE OF ALLEGIANCE

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF MAY 28, 2020**

DRAFT

The Pledge of Allegiance was given.

APPROVAL OF MINUTES

- 1. Consider approval of the following Planning and Zoning Commission meeting minutes: March 12, 2020 regular meeting.**

Motion: Commissioner McMillan made a motion to approve the meeting minutes of the March 12, 2020 regular meeting.

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

Ayes:	Commissioners Quigley, McMillan, Stroope, Henderson, Cawthorne, Moye and Chairman Carlson
Nays:	None
Abstention:	None

Motion approved 7-0-0. Chairman Carlson declared the March 12, 2020 meeting minutes approved.

PUBLIC HEARINGS

- 2. Zoning Case PZ-SUP-2020-50009, public hearing and consider a request to rezone Tracts 3 & 3D, Abstract 12, Allen, W R Survey, located at 1525 Bedford Road, Bedford, Texas from Residential 7,500 SF Detached (R75) to Residential 7,500 SF Detached/Specific Use Permit/Primary and Secondary Schools (R75/SUP), specific to 3.2.C(3)a, allowing for The Clubhouse for Special Needs to operate a school. The property is generally located north of Bedford Road and east of Airport Freeway. (PZ-SUP-2020-50009)**

Jayashree Narayana, Planning Consultant, presented Zoning Case PZ-SUP-2020-50009.

This is a specific use permit case is for The Clubhouse for Special Needs to operate a school at 1525 Bedford Road. The property is a former church building and surrounded by existing neighborhoods. Because the current driveway does not meet the fire standards, the applicant is reconstructing the driveway by realigning it and adjust the turning radii. The entrance and exit on Bedford Road will be the same, but some trees in the front may need to be removed in order to relocate the driveway. The parking lot will need to be updated to code to provide adequate parking to include handicap parking spots. The property is currently zoned R-7,500 for a church, and the proposed use is for a special needs school for children and adults. The site is 2.9 acres and the building area is approximately 5,700 square feet. The parking lot has about 20 spaces; a school is required to have one parking spot for every 25 students, so the City considers the parking sufficient for this use.

The applicant is moving from their location on Harwood Road. Their existing facility is being taken out due to the expansion of the Bedford Boys Ranch park and ball fields. This is a use that has been in the City of Bedford. They are planning to expand and add another building in the back of the property, which will be required to go before Planning & Zoning Commission sometime in the future.

Commissioner Quigley asked if the applicant is planning to make physical changes to the building footprint, and if all of the remodeling is internal.

Jayashree Narayana said yes, all of the remodeling will be internal.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF MAY 28, 2020**

DRAFT

Commissioner Quigley said he read one of the public comments that questioned how much of the property will the gym consume and if there will be a lot of trees removed.

Commissioner Henderson asked if the width of the fire lane is 24 feet because it is not a street instead of the 26 feet that is required on the street.

Jayashree Narayana said the Fire Marshal approved the 24 foot fire lane because it is just a driveway and not a street.

Commissioner McMillan asked if the fire lane will be asphalt or concrete.

Jayashree Narayana said it will have to meet the fire code standards, which may be either, but that is a questions the applicant can answer.

Kent Hopkins, petitioner, 605 Charles Drive, Euless, Texas.

Mr. Hopkins said he had been trying to purchase this for almost a year. After reviewing the survey of the property, he realized that this property is over 2 acres less than what he thought it was. He was able to get the price down to his range and the bank approval, and now he is going for the zoning change. If it is approved and City Council approves it, he will be ready to start construction.

The students at this school are both children and adults. This building is sufficient for what they have, but they are also planning to build another building adjacent to the main building that will be a gym for the students as well as the goal to hold the Special Olympics. He hopes to have the main building renovated and ready to move in to by Christmas. The Clubhouse needs to move out of their current location, but at this point does not have any temporary quarters, so that is why he's trying to get everything done as soon as he can.

The largest expense of this project is bringing the building up to fire code. The Fire Marshal has been working with him in regards to bringing it in to compliance.

Chairman Carlson asked how long the Clubhouse was in operation at the Boys Ranch.

Mr. Hopkins said about six years ago.

Commissioner Stroope said that Commissioner McMillan asked what type of material will be used for the driveway.

Mr. Hopkins said concrete with rebar to ensure that the fire trucks are supported. He will probably go with asphalt for the parking lot.

Chairman Carlson opened the public hearing at 7:16 p.m.

Due to COVID-19, City Hall was closed to the public. Citizens who wished to be heard were provided the options to submit a comment or request a phone call during the public hearing by completing a Comment Form available through the City of Bedford's website (www.bedfordtx.gov):

Doni Green, 9 Greentree Lane, Bedford, Texas.

Doni Green submitted the following comment:

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF MAY 28, 2020**

DRAFT

I understand that the City is considering rezoning Tracts 3 and 3D to allow The Clubhouse for Special Needs to operate a school. I've gone to the Clubhouse's website and understand that it proposes to build a gymnasium at 1525 Bedford Road.

My home is adjacent to the proposed build site, which has been owned by a community church. I've enjoyed the wooded nature of the property and quiet of the church operations. It's been a good neighbor.

I'm not familiar with details of the proposed construction, apart from the limited information I received in the City's Notice of Public Hearing or Clubhouse website. If rezoning is approved, I would hope that the Clubhouse would preserve as many trees as possible and control for noise--particularly outside of normal business hours.

If that's the case, I support the Clubhouse's acquisition of the land. I appreciate its mission of providing persons with intellectual and development disabilities greater opportunities for learning and community engagement and believe it would be a good neighbor.

Mr. Hopkins said a contractor recently visited the property and said that there will be only one tree that needs to be removed which is located where the front driveway will be constructed. Aside from that, they do not intend to remove any other trees.

Chairman Carlson closed the public hearing at 7:17 p.m.

Motion: Commissioner Stroope made a motion to approve zoning case PZ-SUP-2020-50009.

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

Ayes: Commissioners Quigley, McMillan, Stroope, Henderson, Cawthorne, Moye, and Chairman Carlson

Nays: None

Abstention: None

Motion approved 7-0-0. Chairman Carlson recommended to approve zoning case PZ-SUP-2020-50009.

ADJOURNMENT

Motion: Commissioner Quigley made a motion to adjourn.

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

Ayes: Commissioners Quigley, McMillan, Stroope, Henderson, Cawthorne, Moye, and Chairman Carlson

Nays: None

Abstention: None

Motion approved 7-0-0. Chairman Carlson adjourned the Planning and Zoning Commission meeting at 7:19 p.m.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF MAY 28, 2020**

DRAFT

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

ATTEST:

**Kristtina Starnes
Planning & Zoning Assistant**

City of Bedford, Texas

City Council Meeting

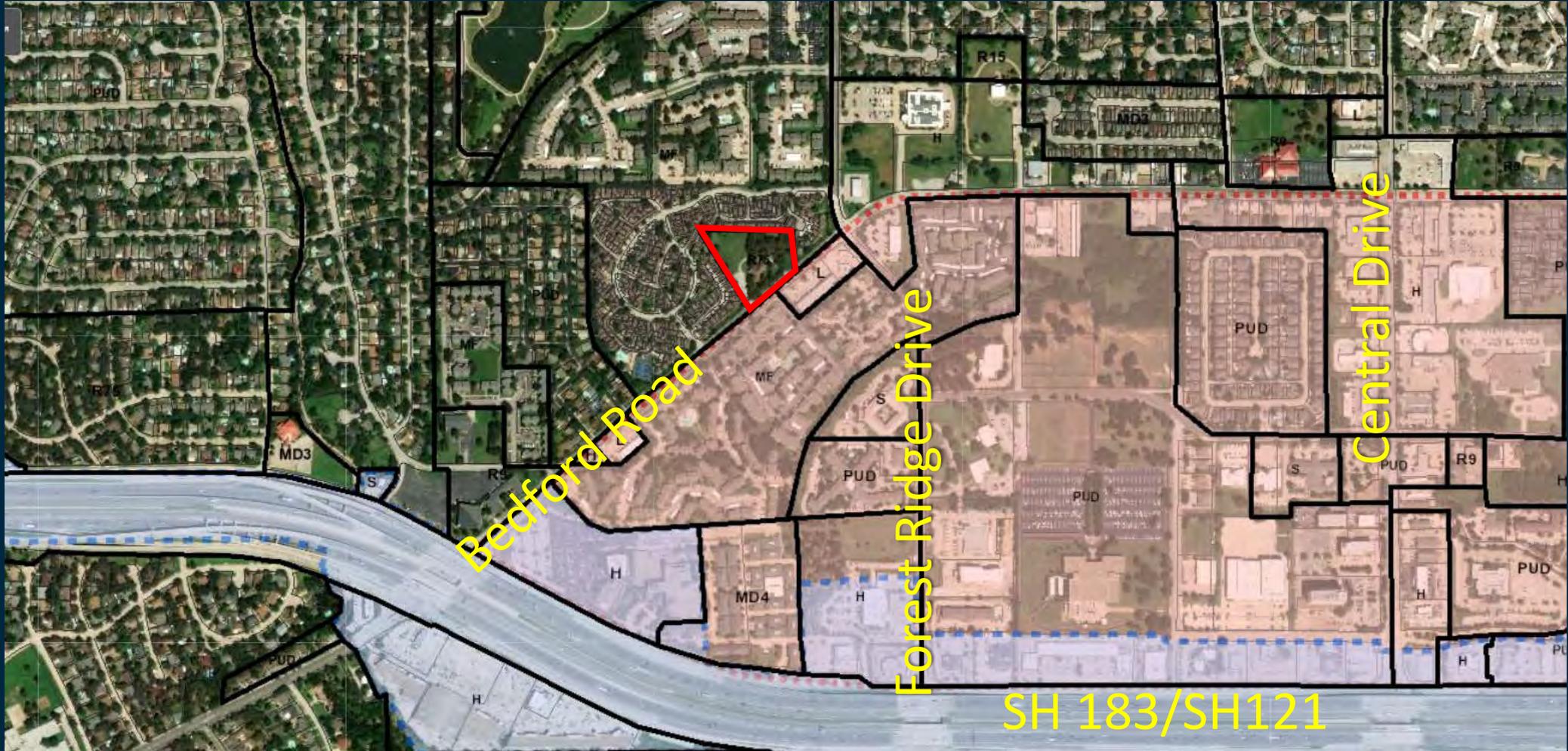
June 9, 2020

Public Hearing Agenda #1

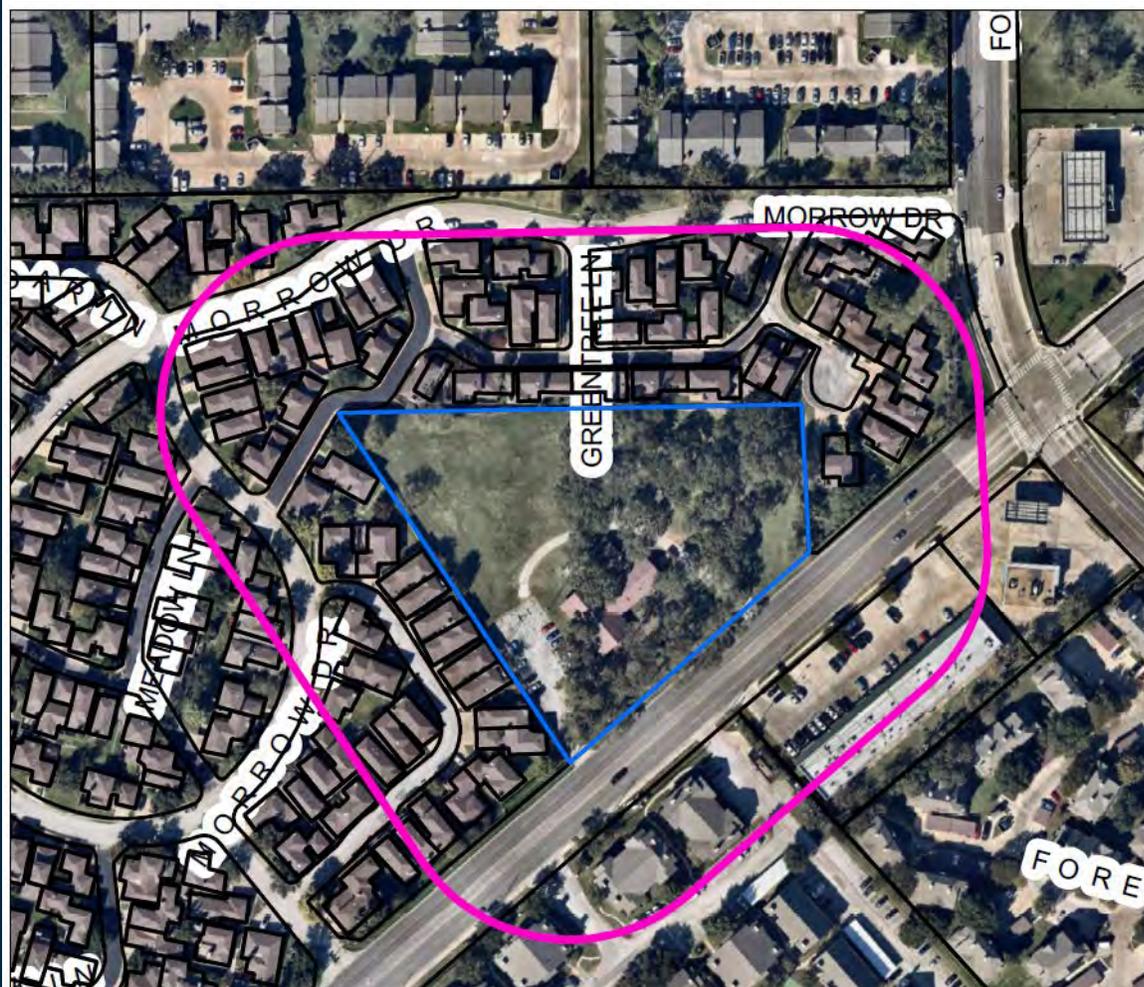
Zoning Case PZ-SUP-2020-50009

- Public hearing and consider a request to rezone Tracts 3 & 3D, Abstract 12, Allen, W R Survey, located at 1525 Bedford Road, Bedford, Texas from Residential 7,500 SF Detached (R75) to Residential 7,500 SF Detached/Specific Use Permit/Primary and Secondary Schools (R75/SUP), specific to 3.2.C(3)a, allowing for The Clubhouse for Special Needs to operate a school. The property is generally located north of Bedford Road and east of Airport Freeway.

Location Map



Adjoining Property Owner Map



Hearing

Date: 05-28-20 PZ-SUP-2020-50009

Address: 1525 Bedford Road
Bedford, TX 76021

Legal Description:
Allen, W R SURVEY
Tracts 3 & 3D, Abstract 12



* 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

Concept Plan

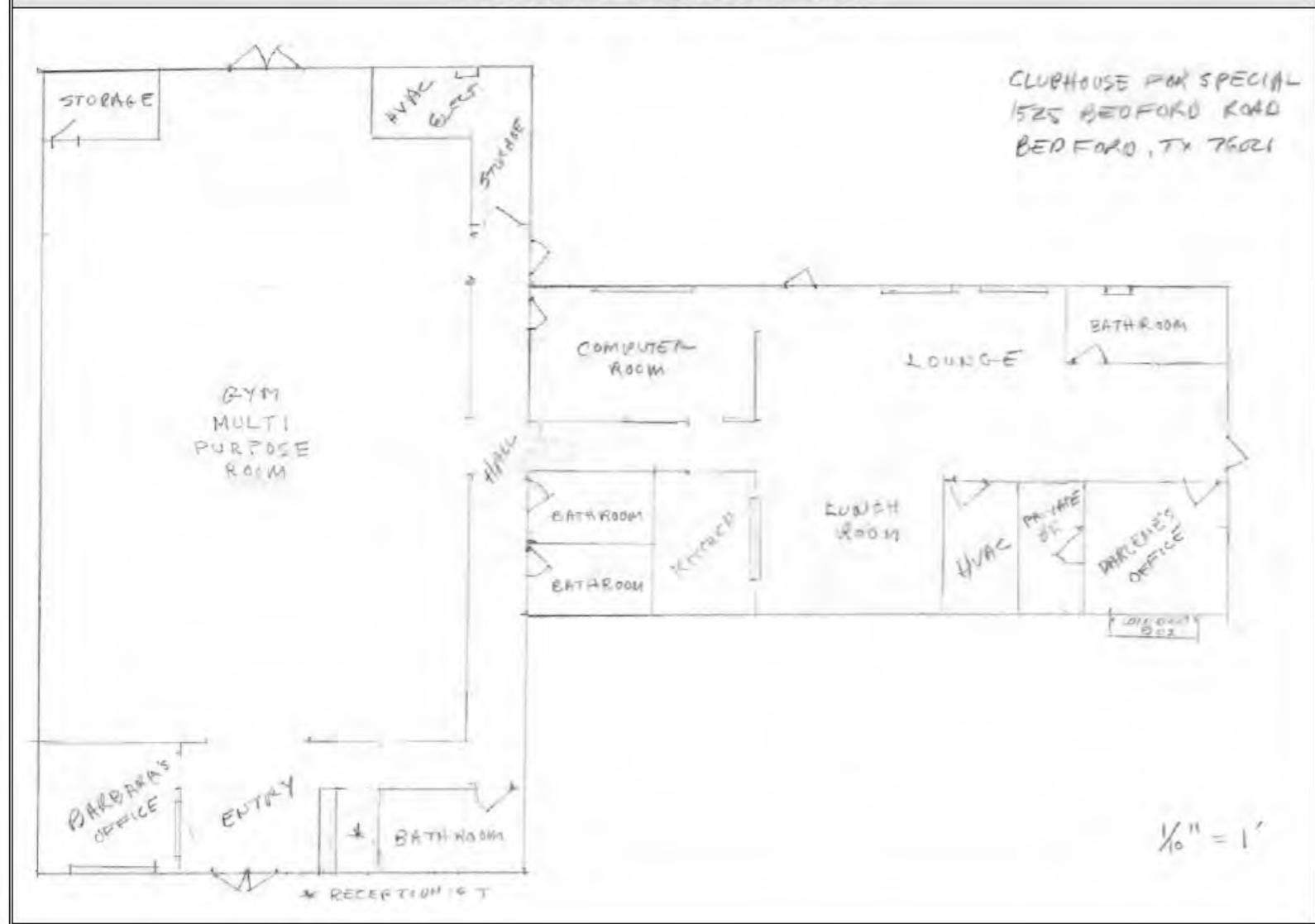


View of Existing Building



Proposed Floor Plan

FLOOR PLAN - UPON COMPLETION



ITEM #4 IS TO BE DISCUSSED BY COUNCIL IN EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.087. THE MATERIALS FOR THESE ITEMS WILL BECOME PUBLIC INFORMATION UPON COUNCIL APPROVAL. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 817.952.2104 IF YOU HAVE ANY QUESTIONS.



Council Agenda Background

PRESENTER: Kenneth Overstreet, Director of Public Works **DATE:** 06/09/20

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

ITEM:

Consider a resolution authorizing the Interim City Manager to enter into a professional services agreement with CP&Y, in the amount of \$402,544, for the design of water improvements on Brown Trail, Bedford Road, Oakhurst Drive, Robindale Drive and Robindale Court, and sewer improvements on Brown Trail, Chattanooga Drive, Bedford Road, Robindale Drive and Robindale Court.

City Attorney Review: Yes

SUMMARY:

In 2019, the engineering firm CP&Y of Dallas, Texas was qualified in the Request For Qualification (RFQ) process to design projects for the City of Bedford. RFQs are valid for three years. The proposed professional services agreement includes the design of approximately 7,780 linear feet of 8" PVC water pipe at various locations, while the sewer design includes 4,370 linear feet of 8" sewer pipe by open cut and 2,555 linear feet by pipe bursting. Other tasks include project management, preliminary design, final design, bid phase, construction phase, and additional services, if needed.

BACKGROUND:

The project locations identified for the Texas Water Development Board (TWDB) State Water Implementation Fund for Texas (SWIFT) Project No. 51016, Contract No. SWIFT 21-11 were selected due to the age and the overall poor conditions of the existing water and sewer lines.

The proposed project scope includes the following locations:

- Brown Trail – Approximately 4,050 linear feet (lf) of new 12" water line and approximately 1,160 lf of 8" sewer line
- Chattanooga Drive – Approximately 1,500 lf of 8" sewer line
- Bedford Road – Approximately 1,955 lf of 8" water line and 1,710 lf of 8" sewer line
- Robindale Drive and Robindale Court – Approximately 1,080 lf of 8" water line and approximately 2,555 lf of 8" sewer line by pipe-bursting
- SH183 – Approximately 695 lf of 8" water line, from Oakhurst Drive to Tennis Drive and parallel to SH 183

Public Works staff recommends CP&Y for this this project. The engineering firm Gary Burton Engineering (GBI) was recently purchased by CP&Y of Dallas. Since 2010, GBI designed various projects in the City of Bedford, including the 2010 Sanitary Sewer Collection System 19.1W Infiltration/Inflow Investigation. The engineer that will oversee the project design is familiar with the City's overall sanitary sewer system.

If approved, funding will be paid from the 2015 Certificates of Obligation Bond (SWIFT) and the Utility Repair Fund.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Interim City Manager to enter into a professional services agreement with CP&Y, in the amount of \$402,544, for the design of water improvements on Brown Trail, Bedford Road, Oakhurst Drive, Robindale Drive and Robindale Court, and sewer improvements on Brown Trail, Chattanooga Drive, Bedford Road, Robindale Drive and Robindale Court

FISCAL IMPACT:

2015 Certificates of Obligation	
Bond Balance (SWIFT):	\$7,359,725.42
Water Main Design Cost:	<u>\$ 198,325.00</u>
Balance:	\$7,161,400.42

Utility Repair Fund Balance:	\$4,279,942.48
Sanitary Sewer Design Cost:	<u>\$ 204,219.00</u>
Balance:	\$4,075,723.48

ATTACHMENTS:

Resolution
Professional Services Agreement
Project Location Maps

RESOLUTION NO. 2020-

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CP&Y, IN THE AMOUNT OF \$402,544, FOR THE DESIGN OF WATER IMPROVEMENTS ON BROWN TRAIL, BEDFORD ROAD, OAKHURST DRIVE, ROBINDALE DRIVE AND ROBINDALE COURT, AND SEWER IMPROVEMENTS ON BROWN TRAIL, CHATTANOOGA DRIVE, BEDFORD ROAD, ROBINDALE DRIVE AND ROBINDALE COURT.

WHEREAS, the City Council of Bedford, Texas has determined that providing improvement to water and sanitary sewer services is necessary for the health and safety of its citizens; and,

WHEREAS, the City Council of Bedford, Texas has determined that replacing aging water and sanitary sewer lines is necessary to be responsive to the needs of the community; and,

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

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

SECTION 2. That the City does hereby authorize the Interim City Manager to enter into a professional services agreement with CP&Y for the design of the water improvements on Brown Trail, Bedford Road, Oakhurst Drive, Robindale Drive and Robindale Court, and sewer improvements on Brown Trail, Chattanooga Drive, Bedford Road, Robindale Drive and Robindale Court.

SECTION 3. That funding, in the amount of \$198,325, will be paid from the 2015 Certificates of Obligation for water line improvements.

SECTION 4. That funding, in the amount of \$204,219, will be paid from the Utility Repair Fund for sewer improvements.

PRESENTED AND PASSED this 9th day of June 2020, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Michael Boyter, Mayor

ATTEST:

Michael Wells, City Secretary

AGREEMENT
BETWEEN
THE CITY OF BEDFORD, TEXAS
AND
CP&Y
FOR
PROFESSIONAL SERVICES

Made as of the _____ day of _____, 20____:

Between City: **The City of Bedford, Texas**
2000 Forest Ridge Drive
Bedford, Texas 76021
Telephone: (817) 952-2100
Facsimile: (817) 952-2103

and Consultant: **CP&Y**
1820 Regal Row
Suite 200
Dallas, TX 75235
Telephone: (214) 638-0500
Facsimile: (214) 638 - 3723

for the following Project: **TWDB SWIFT Project No. 51016, Contract No. SWIFT 21-11, City of Bedford WW-21-01, Water Improvements on Brown Trail, Bedford Road, Oakhurst Drive, Robindale Drive & Court, Sewer Improvements on Brown Trail, Chattanooga Drive, Bedford Road, Robindale Drive & Court**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Bedford, Texas, a home-rule municipality ("City"), and **CP&Y**, a Texas Corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage the services of Consultant to provide professional civil engineering services for **TWDB SWIFT Project No. 51016, Contract No. SWIFT 21-11, City of Bedford WW-21-01, Water Improvements on Brown Trail, Bedford Road, Oakhurst Drive, Robindale Drive & Court, Sewer Improvements on**

Brown Trail, Chattanooga Drive, Bedford Road, Robindale Drive & Court (“Project”);
and

WHEREAS, Consultant desires to render such professional services (“Services”) for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1
CONSULTANT’S SERVICES**

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days’ prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes (“Scope of Services”). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of written change orders, may be authorized from time to time by City (“Change Order(s)”).
 - 1.2.1 **Requirement of Written Change Order** – “Extra” work, “claims” invoiced as “extra” work or “claims” which have not been issued as a duly executed, written Change Order by the Bedford City Manager will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed, written Change Order shall be preceded by the Bedford City Council’s authorization for the Bedford City Manager to execute said Change Order.
 - 1.2.2 **CONSULTANT SHALL NOT PERFORM ANY “EXTRA” WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN CHANGE ORDER ISSUED BY THE BEDFORD CITY MANAGER** – Project Managers, Superintendents and/or Inspectors of City are not authorized to issue verbal or written Change Orders.

- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.
- 1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2 CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this **Article 2.1**.
- 2.2 **City Project Manager** – City shall designate, when necessary, a representative authorized to act on City's behalf with respect to the Project ("**Project Manager**"). City or the authorized Project Manager shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant's Services. The Project Manager is not authorized to issue verbal or written Change Orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "**Article 1, Consultant's Services**" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a lump sum basis in an amount not to exceed **three hundred and ninety-two thousand five hundred and forty four AND 00/100 DOLLARS (\$392,544.00)**; and (b) for Special Services, on cost-plus basis in an amount not to exceed **Ten Thousand AND 00/100 DOLLARS (\$10,000.00)** (collectively, "**Consultant's Fee**"); and (c) shall be paid in accordance with this Article 3 and the Project Budget Summary as set forth in **Exhibit B**.
- 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the

Record Documents and/or “As-Built” documents shall be included in the Consultant’s Fee and considered to be within the Scope of Services defined under this Agreement.” The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting (“CADD”), which is attached hereto and incorporated herein by reference for all purposes.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (“**Contractor**”) and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant’s Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents (“**Construction Documents**”) as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.

3.2 **Direct Expenses** – Direct Expenses (“**Direct Expenses**”) are included in Consultant’s Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant’s employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant’s subsequent payment for

Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph ("**Additional Services**") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:

- Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.
- Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.
- Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

<i>Name</i>	<i>Position</i>	<i>Hourly Rate</i>
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John Minahan	Principal	\$225.00
Beth Kochur	Project Manager	\$215.00
Jordan Eades	Staff Engineer	\$130.00
Stacey Campbell	CAD Technician	\$118.0
Frida Blaine	Clerical / Admin Support	\$79.00

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of **Article 3.5** of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of **Article 3.6** of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant

the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” of the TEX. GOV’T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.

- 3.8 **Adjusted Compensation** – If the Scope of the Project (“Scope of the Project”) or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant’s compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant’s compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City’s prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use

them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.

- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than

One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project’s size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

ARTICLE 7 AUDITS AND RECORDS/PROHIBITED INTEREST/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is aware of the prohibited interest requirement of the City Charter and will abide by the same. Further, a lawful representative of Consultant shall execute the Prohibited Interest Affidavit, attached hereto as **Exhibit F** and incorporated herein by reference for all purposes, no later than the Effective Date of this Agreement. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Form 1295 Certificate of Interested Parties, attached hereto as **Exhibit G** and incorporated herein for all purposes, and the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit H** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports,

photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9 DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “CITY” FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY’S FEES IN PROPORTION TO CONSULTANT’S LIABILITY (INCLUDING ATTORNEY’S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS “CONSULTANT” FOR PURPOSES OF THIS ARTICLE 10) TO THE EXTENT RESULTING FROM THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, “CLAIMS”). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM “CLAIMS” IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO CLAIMS, WHETHER

CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. EXCEPT TO THE EXTENT NOT REQUIRED BY APPLICABLE LAW CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH FEDERAL IMMIGRATION CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10

ARE LIMITED BY, AND TO BE AMENDED TO COMPLY WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

TO THE EXTENT REQUIRED BY APPLICABLE LAW CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to City, addressed to it at:

Kenneth Overstreet
Director of Public Works
City of Bedford
1813 Reliance Parkway
Bedford, Texas 76021
Telephone: (817) 952-2200
Facsimile: (817) 952-2240
Email: Kenneth.Overstreet@bedfordtx.gov

If to Consultant, addressed to it at:

Beth Kochur, P.E.
Senior Project Manager
CP&Y
1820 Regal Row
Suite 200
Dallas, TX 75235
Telephone: (214) 638- 0500
Email: bkochur@cpyi.com

ARTICLE 12 MISCELLANEOUS

- 12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “H,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

- 12.1.1 **Exhibit A**, Scope of Services.
- 12.1.2 **Exhibit B**, Project Budget Summary.
- 12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).
- 12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
- 12.1.5 **Exhibit E**, Contractor Insurance Guidelines.
- 12.1.6 **Exhibit F**, Prohibited Interest Affidavit.
- 12.1.7 **Exhibit G**, Form 1295 Certificate of Interested Parties.
- 12.1.8 **Exhibit H**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit G** or **Exhibit H** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit G**, **Exhibit H** or **Exhibit A** shall prevail in that order.

- 12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.
- 12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable attorney's fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by

a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.

- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.
- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of

compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City’s performance under this Agreement beyond the end of City’s 2020-2021 fiscal year. City will give Consultant sixty (60) days’ notice if funds for City’s performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City’s 2020-2021 fiscal year unless and until such funds are budgeted.
- 12.23 **Reference to Consultant** – When referring to “Consultant,” this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.
- 12.24 **Reference to City** – When referring to “City,” this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

CONSULTANT:

City of Bedford
A Texas home-rule municipality

CP&Y

By: _____
Interim City Manager

By: _____

APPROVED AS TO FORM:

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE CITY MANAGER AND DULY AUTHORIZED REPRESENTATIVE FOR THE **CITY OF BEDFORD, TEXAS**, A TEXAS HOME-RULE MUNICIPALITY, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **JOHN MINAHAN**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE PRINCIPAL AND DULY AUTHORIZED REPRESENTATIVE FOR **CP&Y**, A TEXAS CORPORATION, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

**EXHIBIT A
SCOPE OF SERVICES**

DESIGN SERVICES FOR:

Water Improvements on Brown Trail, Bedford Road, Oakhurst Drive, Robindale Drive & Court, Sewer Improvements on Brown Trail, Chattanooga Drive, Bedford Road, Robindale Drive & Court

**TWDB SWIFT Project No. 51016
Contract No. SWIFT 21-11
City of Bedford WW-21-01**

The scope set forth herein defines the work to be performed by the ENGINEER in completing the project. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project.

This scope will include the following locations:

- Brown Trail – Will include approximately 4,050 LF of new 12” waterline and approximately 1,160 of 8” sewer line replacement. Refer to Exhibit A-1 and A-2 for limits
- Chattanooga Drive – Will include approximately 1,500 LF of 8” sewer replacement. Refer to Exhibit B-1 for limits
- Bedford Road – Will include approximately 1,955 of 8” waterline replacement and 1,710 LF of 8” sewer replacement. Refer to Exhibit C-1 and C-2 for limits
- Robindale Drive/Ct – Will include approximately 1,080 LF of 8” water replacement and approximately 2,555 of 8” sewer pipe-bursting. Refer to Exhibit D-1 and D-2 for limits
- SH183 – Will include approximately 695 LF of 8” water from Oakhurst Drive to Tennis Drive parallel to SH183. Refer to Exhibit E-1 for limits

WORK TO BE PERFORMED

- Task 1. Project Management
- Task 2. Preliminary Design
- Task 3. Final Design
- Task 4. Bid Phase Services
- Task 5. Construction Phase Services
- Task 6. Additional Services

TASK 1. PROJECT MANAGEMENT.

ENGINEER shall ensure efficient and effective use of ENGINEER’s and CITY’s time and resources.

EXHIBIT A SCOPE OF SERVICES

ENGINEER shall manage change,

- communicate effectively,
- coordinate internally and externally as needed, and
- proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

1.1. Managing the Team

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Task and allocate team resources

1.2. Communications and Reporting

- Attend a pre-design project kickoff/chartering meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements
- Conduct review meetings with the CITY at the end of each design phase
- Prepare invoices and submit monthly in the format requested by the CITY
- Prepare and submit monthly progress reports in the format provided by the Water Department

ASSUMPTIONS

- 6 meetings with city staff
- 10 monthly water department progress reports will be prepared

DELIVERABLES

- A. Meeting summaries with action items
- B. Monthly invoices
- C. Monthly progress reports

TASK 2. PRELIMINARY DESIGN (50 PERCENT).

Preliminary plans and specifications shall be submitted to CITY 180 days after Notice to Proceed. It is understood that a conceptual design is not necessary since these are replacements of existing pipelines generally in the same alignment.

EXHIBIT A SCOPE OF SERVICES

ENGINEER will develop the preliminary design of the infrastructure as follows.

2.1. Development of Preliminary Design Drawings and Specifications shall include the following:

- Cover Sheet
- A Project Control Sheet, showing all Control Points, used or set while gathering data. Generally on a scale of not less than 1:400. The following information shall be indicated for each Control Point: Identified (existing City Monument #8901, PK Nail, 5/8" Iron Rod); X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on City Datum only; descriptive location (i.e. set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North Side Drive and North Main Street).
- Overall project easement layout sheet(s) with property owner information.
- Overall project water and/or sanitary sewer layout sheets. The water layout sheet shall identify the proposed water main improvement/ existing water mains in the vicinity and all water appurtenances including valves, and fire hydrants. The sewer layout sheet shall identify the proposed sewer main improvement/existing sewer mains and all sewer appurtenances in the vicinity.
- Overall water and/or sanitary sewer abandonment sheet.
- **Coordinates** on all P.C.'s, P.T.'s, P.I.'s, manholes, valves, mainline fittings, etc., in the same coordinate system as the Control Points.
- Bench marks per 1,000 ft. of plan/profile sheet – two or more.
- Bearings given on all proposed centerlines, or baselines.
- Station equations relating utilities to paving, when appropriate.
- Plan and profile sheets which show the following: proposed water and/or sanitary sewer plan/profile and recommended pipe size, fire hydrants, water service lines and meter boxes, gate valves, isolation valves, manholes, existing meter numbers and sizes that are to be replaced, existing sample locations, existing fire line locations, existing utilities and utility easements, and all pertinent information needed to construct the project. Legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view.
- The ENGINEER shall make provisions for reconnecting all identifiable water and/or wastewater service lines which connect directly to any main being replaced, including replacement of existing service lines within City right-of-way or utility easement. When the existing alignment of a water and sanitary sewer

EXHIBIT A SCOPE OF SERVICES

main or lateral is changed, provisions will be made in the final plans and/or specifications by the ENGINEER to relocate all service lines which are connected to the existing main and connect said service lines to the relocated main.

- The ENGINEER will prepare standard and special detail sheets for water line installation and sewer rehabilitation or replacement that are not already included in the CITY's specifications. These may include connection details between various parts of the project, tunneling details, boring and jacking details, waterline relocations, details unique to the construction of the project, trenchless details, and special service lateral reconnections.

2.2. Utility Clearance

- The ENGINEER will consult with other CITY departments, public utilities, private utilities, and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. ENGINEER will design CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.

2.3. Traffic Control Plan

- Develop a traffic control plan utilizing standard traffic reroute configurations per TXDOT plans.

ASSUMPTIONS

- 0 public meeting(s) will be conducted or attended during the preliminary design phase.
- 0 borings at an average bore depth of feet each will be provided.
- TXDOT Traffic Control plans will be utilized to the extent possible. It is assumed an additional 0 project specific traffic control sheets will be developed for .
- 1 set of electronic plans will be delivered for the Preliminary Design (50% design).
- 1 electronic set of specifications will be delivered for the Preliminary Design (50% design).
- The CITY's front end and technical specifications will be used. The ENGINEER shall supplement the technical specifications if needed.

DELIVERABLES

- A. Preliminary Design drawings and specifications

**EXHIBIT A
SCOPE OF SERVICES**

- B. Traffic Control Plan
- C. Estimates of probable construction cost

TASK 3. FINAL DESIGN (90 PERCENT) AND FINAL CONSTRUCTION DOCUMENTS (100 PERCENT).

Upon approval of the Preliminary plans, ENGINEER will prepare construction plans as follows:

- For projects that disturb an area greater than one (1) acre, the Contractor will be responsible for preparing and submitting the Storm Water Pollution Prevention Plan (SWPPP) with appropriate regulatory agencies.
- Draft Final plans (90%) and specifications shall be submitted to CITY 90 days after City approval of Preliminary Design drawings.
- Following a 90% construction plan review meeting with the CITY, the ENGINEER shall submit Construction Documents (100%) to the CITY within three weeks. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in State of Texas.
- The ENGINEER shall submit a final design estimate of probable construction cost with the 100% design package.

ASSUMPTIONS

- 0 sets of Full size drawings and 1 sets of Half size drawings and 1 specifications will be delivered for the 90% Design package.
- 1 – electronic set of Drawings and Specifications
- 0 sets of Full size drawings and 1 sets of Half size drawings and 1 specifications will be delivered for the 100% Design package.
- 1 – electronic set of Drawings and Specifications

DELIVERABLES

- A. 90% construction plans and specifications. 1 electronic set of plans and specs
- B. 100% construction plans and specifications. 1 electronic set of plans and specs
- C. Detailed estimates of probable construction costs including summaries of bid items and quantities.

TASK 4. BID PHASE SERVICES.

ENGINEER will support the bid phase of the project as follows.

EXHIBIT A SCOPE OF SERVICES

4.1. Bid Support

- The ENGINEER shall upload the Bid Documents onto CivCast for access to potential bidders.
 - Plan Sets are to be uploaded in .pdf format. The .pdf will consist of one file of the entire plan set.
- The ENGINEER will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders questions and requests and the response thereto. The ENGINEER will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda. The ENGINEER shall upload all approved addenda onto CivCast.
- Attend the pre-bid conference in support of the CITY.
- Assist the CITY in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- Attend the bid opening in support of the CITY.
- Tabulate and review all bids received for the construction project, assist the CITY in evaluating bids, and recommend award of the contract. A copy of the Bid Tabulation will be sent to the City.
- Incorporate all addenda into the contract documents and issue conformed sets.

4.2 Final Drawings

- 1) Final Design Drawings (Bid Set) shall be submitted in Adobe Acrobat PDF format (version 6.0 or higher) format. There shall be one (1) PDF. Each PDF file shall be created from the original CAD drawing files and shall contain all associated sheets of the particular plan set. Drawings shall be submitted to CITY in electronic format only, no hard or paper copies

ASSUMPTIONS

- The project will be bid only once and awarded to one contractor.
- 2 sets of Full size and 4 sets of Half size drawings plans and 6 specifications will be delivered to the CITY prior to bidding.
- PDF files will be uploaded to CivCast.

EXHIBIT A SCOPE OF SERVICES

DELIVERABLES

- A. Addenda
- B. Bid tabulations
- C. Recommendation of award
- D. Final Drawings and Contract Documents

TASK 5. CONSTRUCTION PHASE SERVICES.

ENGINEER will support the construction phase of the project as follows.

5.1 Construction Support

- The ENGINEER shall provide a Conformed Set of Contract Documents. This will include 2 Full size and 6 sets of Half size drawing plans and 8 sets of conformed specifications will be delivered to the CITY.
- The ENGINEER shall attend the preconstruction conference.
- Engineer shall provide up to 80 hours of submittal review.
- The ENGINEER shall visit the project site at requested intervals as construction proceeds to observe and report on progress.
- As requested by the CITY, the ENGINEER shall provide necessary interpretations and clarifications of contract documents, review change orders, and make recommendations as to the acceptability of the work.

The ENGINEER shall attend the “Final” project walk through and assist with preparation of final punch list

5.2 Record Drawings

- The ENGINEER shall prepare Record Drawings from information provided by the CITY depicting any changes made to the Final Drawings during construction. The following information shall be provided by the CITY:
 - Contractor provided As-Built Survey
 - Red-Line Markups from Contractor
 - Red-Line Markups from City Inspector
 - Copies of Approved Change Orders
 - Approved Substitutions
- The ENGINEER shall modify the Final Drawings electronically and shall place a stamp on the plans indicating that they represent Record Drawings of the project as constructed. The stamp shall be placed on each plan sheet,

EXHIBIT A SCOPE OF SERVICES

whether there are any revisions on the sheet or not. Each sheet shall clearly indicate all changes which apply to that sheet by clouding and numbering, or other suitable means.

- The following disclaimer shall be included with the Record Drawing stamp:
 - These Record Drawings were prepared using information provided by others and represent the as constructed conditions to the extent that documented changes were provided for recording. The ENGINEER assumes no liability for undocumented changes and certifies only that the documented changes are accurately depicted on these drawings.
- The ENGINEER shall submit an electronic set of sealed Final Drawings, modified and stamped as Record Drawings in PDF format. The ENGINEER may keep copies of the information provided by the CITY for their files, but all original red-lined drawings shall be returned to the CITY with the electronic set.

ASSUMPTIONS

- 10 RFI's are assumed.
- 5 Change Orders are assumed

DELIVERABLES

- A. Response to Contractor's Request for Information
- B. Review of Change Orders
- C. Review of shop drawings
- D. Final Punch List items

TASK 6. SURVEY AND SUBSURFACE UTILITY ENGINEERING SERVICES

ENGINEER will provide survey support as follows.

6.1. Design Survey

- ENGINEER will perform field surveys to collect horizontal and vertical elevations and other information needed by ENGINEER in design and preparation of plans for the project. Information gathered during the survey shall include topographic data, elevations of all sanitary and adjacent storm sewers, rim/invert elevations, location of buried utilities, structures, trees (minimum 6" caliper, identify overall canopy, and identify species of trees), and other features relevant to the final plan sheets. Existing drainage at intersections will be verified by field surveys.

EXHIBIT A SCOPE OF SERVICES

- The minimum survey information to be provided on the plans shall include the following:
 - A Project Control Sheet, showing **ALL** Control Points, used or set while gathering data. Generally on a scale of not less than 1:400:
 - The following information about each Control Point;
 - a. Identified (Existing. CITY Monument #8901, PK Nail, 5/8" Iron Rod)
 - b. X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on CITY Datum only.
 - c. Descriptive Location (Ex. Set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North Side Drive and North Main Street).
 - Coordinates on all P.C.'s, P.T.'s, P.I.'s, Manholes, Valves, etc., in the same coordinate system, as the Control.
 - No less than two horizontal bench marks, per line or location.

6.2 Subsurface Utility Exploration

- SUE will meet ASCE 38 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data for Level C/D. This will include all locations listed in the exhibits.
- Level B SUE will be provided for the water replacement along SH183 only.
- Level A SUE will be provided at a per location cost of \$2,950 per Level A test hole and will be performed only when authorized by the City in writing.

6.3. Temporary Right of Entry Preparation and Submittal

- Prior to entering property, the ENGINEER shall prepare and submit Temporary Right of Entry for landowners to CITY PM.

ASSUMPTIONS

- Topographic survey at intersection will include no more than 100 ft. in each direction.

EXHIBIT A SCOPE OF SERVICES

DELIVERABLES

- A. Copies of field survey data and notes signed and sealed by a licensed surveyor.
- B. Drawing of the project layout with dimensions and coordinate list.

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

Additional Services not included in the existing Scope of Services – CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Development and negotiation of easements or property acquisition including temporary right-of-entries.
- Services related to development of the CITY's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Geotechnical Services
- Construction management and inspection services
- Design phase public meetings
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services related to submitting for permits (i.e., TxDOT, railroad, etc.)

EXHIBIT A
SCOPE OF SERVICES

- Services related to Subsurface Utility Engineering Levels A or B unless specifically listed above.
- Services related to Survey Construction Staking

EXHIBIT B PROJECT BUDGET SUMMARY

CPY – Water Design Fee

Bedford - Waterline Replacement - 4,050 If 12" on Brown Tr, 1,955 If 8" on Bedford Rd and 1,080 8" If Robindale Ct, and 695 If 8" water on SH183															
A. LABOR															
TASKS	LABOR CATEGORY, HOURS, & COST														
	Principal		Project Manager		Staff Engineer		Technician		Clerical		ODC's	Field Service	Total Labor		
	\$225 /hr		\$215 /hr		\$130 /hr		\$118 /hr		\$79 /hr				Hours	\$	
Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	\$	\$	Hours	\$		
I Project Management			26.25	\$5,643.75						26.25	\$2,073.75			52.5	\$7,717.50
II Preliminary Design (50%)															
1. Site Visit	0.00	\$0.00	7.00	\$1,505.00	14.00	\$1,820.00	0.00	\$0.00	0.00	\$0.00				21.0	\$3,325.00
2. Compile and Review Available Informati	0.00	\$0.00	8.00	\$1,720.00	20.00	\$2,600.00	0.00	\$0.00	0.00	\$0.00				28.0	\$4,320.00
3. Prepare 50% Plan Set & Spec TOC	5.00	\$1,125.00	8.00	\$1,720.00	30.00	\$3,900.00	125.00	\$14,750.00	3.50	\$276.50				171.5	\$21,771.50
4. Preliminary OPCC	0.00	\$0.00	7.00	\$1,505.00	15.00	\$1,950.00	0.00	\$0.00	0.00	\$0.00				22.0	\$3,455.00
5. Plan Review Mtg with City	0.00	\$0.00	7.00	\$1,505.00	7.00	\$910.00	0.00	\$0.00	0.00	\$0.00				14.0	\$2,415.00
6. Response to Comments from City	0.00	\$0.00	4.00	\$860.00	12.00	\$1,560.00	0.00	\$0.00	3.50	\$276.50				19.5	\$2,696.50
7. Other Direct Costs (printing, travel, etc)											\$1,519.32				\$1,519.32
III Final Design (100%)															
1. 100% Design Deliverable & Specs	8.00	\$1,800.00	10.00	\$2,150.00	30.00	\$3,900.00	75.00	\$8,850.00	12.00	\$948.00				135.0	\$17,648.00
2. Plan Review Mtg with City	0.00	\$0.00	7.00	\$1,505.00	7.00	\$910.00	0.00	\$0.00	0.00	\$0.00				14.0	\$2,415.00
3. Response to Comments from City	0.00	\$0.00	4.00	\$860.00	15.00	\$1,950.00	0.00	\$0.00	0.00	\$0.00				19.0	\$2,810.00
4. Submit Package to TCEQ	0.00	\$0.00	2.00	\$430.00	5.00	\$650.00	0.00	\$0.00	0.00	\$0.00				7.0	\$1,080.00
5. Final OPCC	0.00	\$0.00	7.00	\$1,505.00	15.00	\$1,950.00	0.00	\$0.00	0.00	\$0.00				22.0	\$3,455.00
6. Submit Signed/Sealed 100% Documents	0.00	\$0.00	8.00	\$1,720.00	15.00	\$1,950.00	18.00	\$2,124.00	8.00	\$632.00				49.0	\$6,426.00
7. Other Direct Costs (printing, travel, etc)											\$1,353.36				\$1,353.36
IV Bid or Negotiated Proposal Phase															
1. Respond to Bidder Questions	0.00	\$0.00	2.00	\$430.00	8.00	\$1,040.00	0.00	\$0.00	0.00	\$0.00				10.0	\$1,470.00
2. Prepare Addendums if Needed	0.00	\$0.00	4.00	\$860.00	6.00	\$780.00	0.00	\$0.00	4.00	\$316.00				14.0	\$1,956.00
3. Review Bids and Recommend Award	0.00	\$0.00	2.00	\$430.00	6.00	\$780.00	0.00	\$0.00	0.00	\$0.00				8.0	\$1,210.00
4. Prepare Conformed Documents	0.00	\$0.00	2.00	\$430.00	4.00	\$520.00	4.00	\$472.00	10.00	\$790.00				20.0	\$2,212.00
5. Other Direct Costs (printing, travel, etc)											\$273.92				\$273.92
V Construction Phase															
1. Preconstruction Conference	0.00	\$0.00	4.00	\$860.00	4.00	\$520.00	0.00	\$0.00	0.00	\$0.00				8.0	\$1,380.00
2. Submittal Review (Up to 40 hours)	0.00	\$0.00	10.00	\$2,150.00	30.00	\$3,900.00	0.00	\$0.00	0.00	\$0.00				40.0	\$6,050.00
3. Answer RFTs (Up to 8)	0.00	\$0.00	8.00	\$1,720.00	20.00	\$2,600.00	0.00	\$0.00	0.00	\$0.00				28.0	\$4,320.00
4. Site Visits and Progress Meetings	0.00	\$0.00	16.00	\$3,440.00	16.00	\$2,080.00	0.00	\$0.00	0.00	\$0.00				32.0	\$5,520.00
5. Substantial completion Insp./Punchlist	0.00	\$0.00	8.00	\$1,720.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00				8.0	\$1,720.00
6. Final Inspection and punch list	0.00	\$0.00	8.00	\$1,720.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00				8.0	\$1,720.00
7. Prepare Record Drawings	0.00	\$0.00	2.00	\$430.00	0.00	\$0.00	26.00	\$3,068.00	7.00	\$553.00				35.0	\$4,051.00
8. Project Closeout	0.00	\$0.00	2.00	\$430.00	0.00	\$0.00	0.00	\$0.00	4.00	\$316.00				6.0	\$746.00
9. Other Direct Costs (printing, travel, etc)											\$990.44				\$990.44
VI Field Services															
1. Field Survey	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00			\$47,068.00	0.0	\$47,068.00
2. SUE (Level C/D)	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00			\$25,230.00	0.0	\$25,230.00
Water Basic Services Total	13.00	\$2,925.00	173.25	\$37,248.75	279.00	\$36,270.00	248.00	\$29,264.00	78.25	\$6,181.75	\$4,137.04	\$72,298.00	791.5	\$188,324.54	
VII Special Services															
1. Level A SUE (prior Authorization not to exceed \$10,000)													\$10,000.00		\$10,000.00
Water Contract Total															\$198,325

EXHIBIT B PROJECT BUDGET SUMMARY

CPY – Sanitary Sewer Design Fee

Bedford - Sanitary Sewer Replacement - 1,160 lf 8" on Brown Tr, 1500 lf 8" on Chattanooga, 1710 lf 8" on Bedford Rd, 2555 lf 8" on Robindale Rd/CT

A. LABOR

TASKS	LABOR CATEGORY, HOURS, & COST												Total Labor	
	Principal 225.00 /hr		Project Manager \$215 /hr		Staff Engineer \$130 /hr		Technician \$118 /hr		Clerical \$79 /hr		ODC's	fld Service		
	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	\$	\$	Hours	\$
I Project Management			15	\$3,225					15	\$1,185			30.0	\$4,410
II Preliminary Design (50%)														
1. Site Visit	0.00	\$0	8.00	\$1,720	15.00	\$1,950	0.00	\$0	0	\$0			23.0	\$3,670
2. Compile and Review Available Informati	0.00	\$0	10.00	\$2,150	40.00	\$5,200	0.00	\$0	0	\$0			50.0	\$7,350
3. Prepare 50% Plan Set	5.00	\$1,125	12.00	\$2,580	35.00	\$4,550	175.00	\$20,650	5.00	\$395			232.0	\$29,300
4. Preliminary OPCC	0.00	\$0	5.00	\$1,075	20.00	\$2,600	0.00	\$0	0	\$0			25.0	\$3,675
5. Plan Review Mtg with City	0.00	\$0	10.00	\$2,150	10.00	\$1,300	0.00	\$0	0	\$0			20.0	\$3,450
6. Response to Comments from City	0.00	\$0	5.00	\$1,075	20.00	\$2,600	0.00	\$0	5.00	\$395			30.0	\$4,070
7. Other Direct Costs (printing, travel, etc.)											\$2,061			\$2,061
III Final Design (100%)														
1. 100% Design Deliverable	5.00	\$1,125	15.00	\$3,225	50.00	\$6,500	130.00	\$15,340	30.00	\$2,370			230.0	\$28,560
2. Plan Review Mtg with City	0.00	\$0	10.00	\$2,150	10.00	\$1,300	0.00	\$0	0	\$0			20.0	\$3,450
3. Response to Comments from City	0.00	\$0	5.00	\$1,075	10.00	\$1,300	0.00	\$0	0	\$0			15.0	\$2,375
4. Submit Package to TCEQ	0.00	\$0	2.50	\$538	10.00	\$1,300	0.00	\$0	0	\$0			12.5	\$1,838
5. Final OPCC	0.00	\$0	3.00	\$645	12.00	\$1,560	0.00	\$0	0	\$0			15.0	\$2,205
6. Submit Signed/Sealed 100% Documents	0.00	\$0	5.00	\$1,075	10.00	\$1,300	20.00	\$2,360	10.00	\$790			45.0	\$5,525
7. Other Direct Costs (printing, travel, etc.)											\$1,758			\$1,758
IV Bid or Negotiated Proposal Phase														
1. Respond to Bidder Questions	0.00	\$0	2.00	\$430	10.00	\$1,300	0.00	\$0	0	\$0			12.0	\$1,730
2. Prepare Addendums if Needed	0.00	\$0	4.00	\$860	6.00	\$780	0.00	\$0	4.00	\$316			14.0	\$1,956
3. Review Bids and Recommend Award	0.00	\$0	2.00	\$430	6.00	\$780	0.00	\$0	0	\$0			8.0	\$1,210
4. Prepare Conformed Documents	0.00	\$0	2.00	\$430	10.00	\$1,300	20.00	\$2,360	10.00	\$790			42.0	\$4,880
5. Other Direct Costs (printing, travel, etc.)											\$391			\$391
V Construction Phase														
1. Preconstruction Conference	0.00	\$0	4.00	\$860	4.00	\$520	0.00	\$0	0	\$0			8.0	\$1,380
2. Submittal Review (Up to 40 hours)	0.00	\$0	10.00	\$2,150	30.00	\$3,900	0.00	\$0	0	\$0			40.0	\$6,050
3. Answer RFTs (Up to 8)	0.00	\$0	6.00	\$1,290	18.00	\$2,340	0.00	\$0	0	\$0			24.0	\$3,630
4. Site Visits and Progress Meetings	0.00	\$0	16.00	\$3,440	16.00	\$2,080	0.00	\$0	0	\$0			32.0	\$5,520
5. Substantial completion Insp./Punchlist	0.00	\$0	4.00	\$860	8.00	\$1,040	0.00	\$0	0	\$0			12.0	\$1,900
6. Final Inspection and punch list	0.00	\$0	4.00	\$860	8.00	\$1,040	0.00	\$0	0	\$0			12.0	\$1,900
7. Prepare Record Drawings	0.00	\$0	2.00	\$430	10.00	\$1,300	30.00	\$3,540	4.00	\$316			46.0	\$5,586
8. Project Closeout	0.00	\$0	2.00	\$430	4.00	\$520	0.00	\$0	4.00	\$316			10.0	\$1,266
9. Other Direct Costs (printing, travel, etc.)											\$1,039			\$1,039
VI Field Services														
1. Field Survey	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0	\$0		\$52,085	0.0	\$52,085
2. SUE Level C/D	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0	\$0		\$10,000	0.0	\$10,000
Sewer Contract Total	10.00	\$2,250	163.50	\$35,153	372.00	\$48,360	375.00	\$44,250	87	\$6,873	\$5,248	\$62,085	1,007.5	\$204,219

EXHIBIT C
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be submitted In DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
 - A. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type
 - ii. Water Utility Features
 - iii. Sanitary Sewer Features
 - iv. Storm Sewer Features
 - v. Existing Topography
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be continuous (e.g. no dashed lines in required layers) and complete (connecting lines should meet at corners) within the subdivision/project. Layers outside of project/subdivision boundary may be dashed In CAD data as required for Final Plats by City of Bedford Subdivision Ordinance.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. **CONSULTANT'S RESPONSIBILITY**. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

- A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

- A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.
- B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

**EXHIBIT E
CONTRACTOR’S INSURANCE GUIDELINES**

I. REQUIREMENT OF GENERAL LIABILITY INSURANCE –

- A. All policies shall name the City of Bedford, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
1. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- A. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – “X” means that the following coverage(s) is required for this Agreement.

Coverage Required	Limits
<u> X </u> 1. Worker’s Compensation & Employer’s Liability	<ul style="list-style-type: none"> ▪ Statutory Limits of the State of Texas
<u> X </u> 2. General Liability	<ul style="list-style-type: none"> ▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u> 3. XCU Coverage	<ul style="list-style-type: none"> ▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.

**EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES**

-
- | | | |
|--------------|--|---|
| <u> X </u> | 4. Professional Liability | <ul style="list-style-type: none">▪ Minimum \$ 1,000,000.00 each claim;▪ Minimum \$ 2,000,000.00 in the aggregate. |
| <hr/> | | |
| _____ | 5. Umbrella Coverage or Excess Liability Coverage | <ul style="list-style-type: none">▪ An amount of \$ 2,000,000.00. |
| <hr/> | | |
| <u> X </u> | 6. City named as additional insured on General Liability Policy. This coverage is primary to all other coverage the City may possess. | |
| <u> X </u> | 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. | |
| <u> X </u> | 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates. | |
| <u> X </u> | 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). | |
| <u> X </u> | 10. The Certificate of Insurance must state the project title and bid number. | |
| _____ | 11. Other Insurance Requirements (State Below): | |

**EXHIBIT F
AFFIDAVIT**

THE STATE OF TEXAS §
 §
THE COUNTY OF _____ §

I, _____, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).

_____ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.

_____ Other: _____.

 X None of the Above.

Upon filing this affidavit with the City of Bedford, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the TEX. GOV'T CODE, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 20__.

Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared _____ and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this ____ day of _____, 20__.

Notary Public in and for the State of Texas

CONFLICT OF INTEREST QUESTIONNAIRE
 For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

 Signature of vendor doing business with the governmental entity

 Date

EXHIBIT A-2-BROWN TRAIL 12" WATER

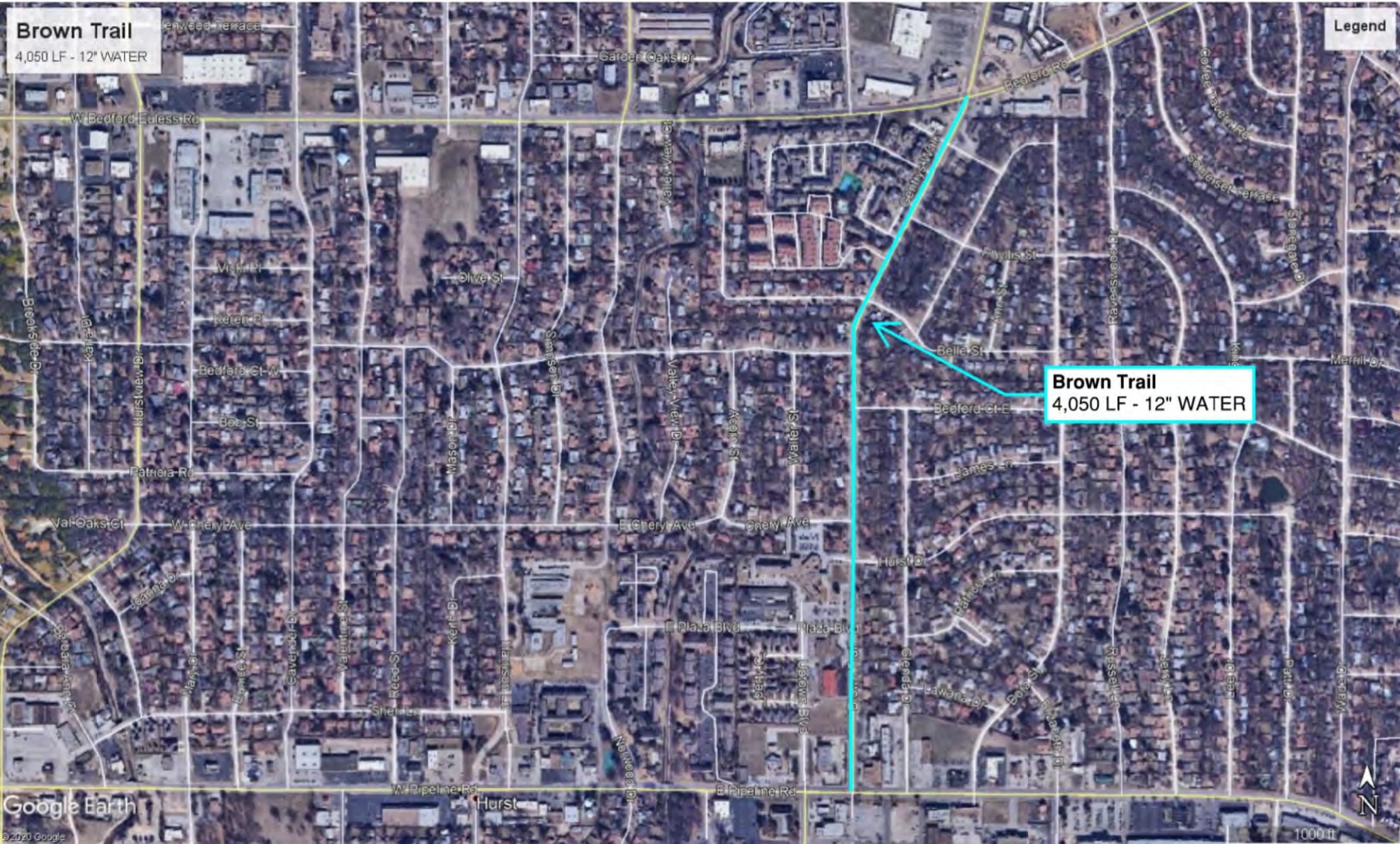


EXHIBIT B-1-CHATTANOOGA DR 8" SEWER

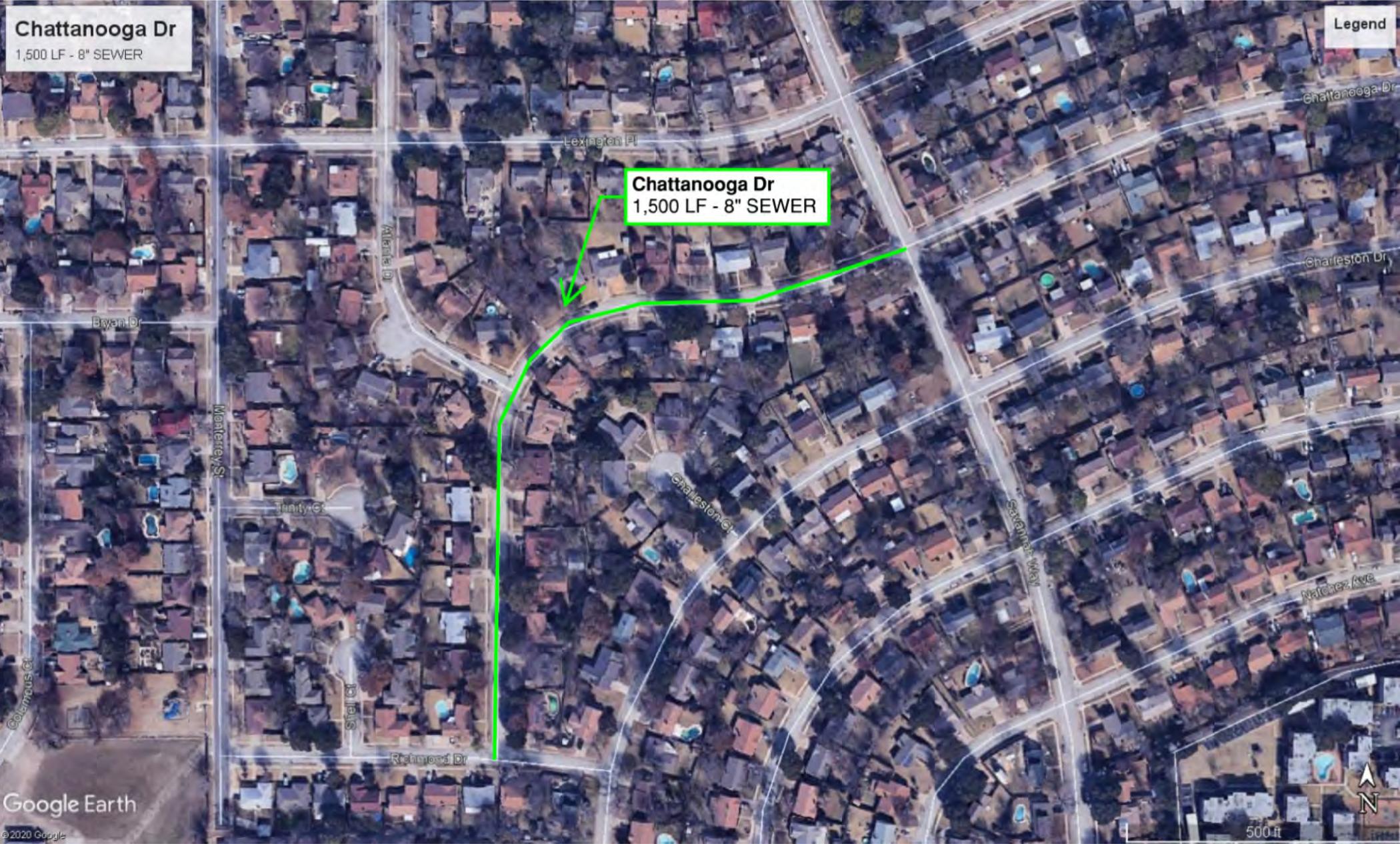


EXHIBIT C-1-BEDFORD RD 8" SEWER

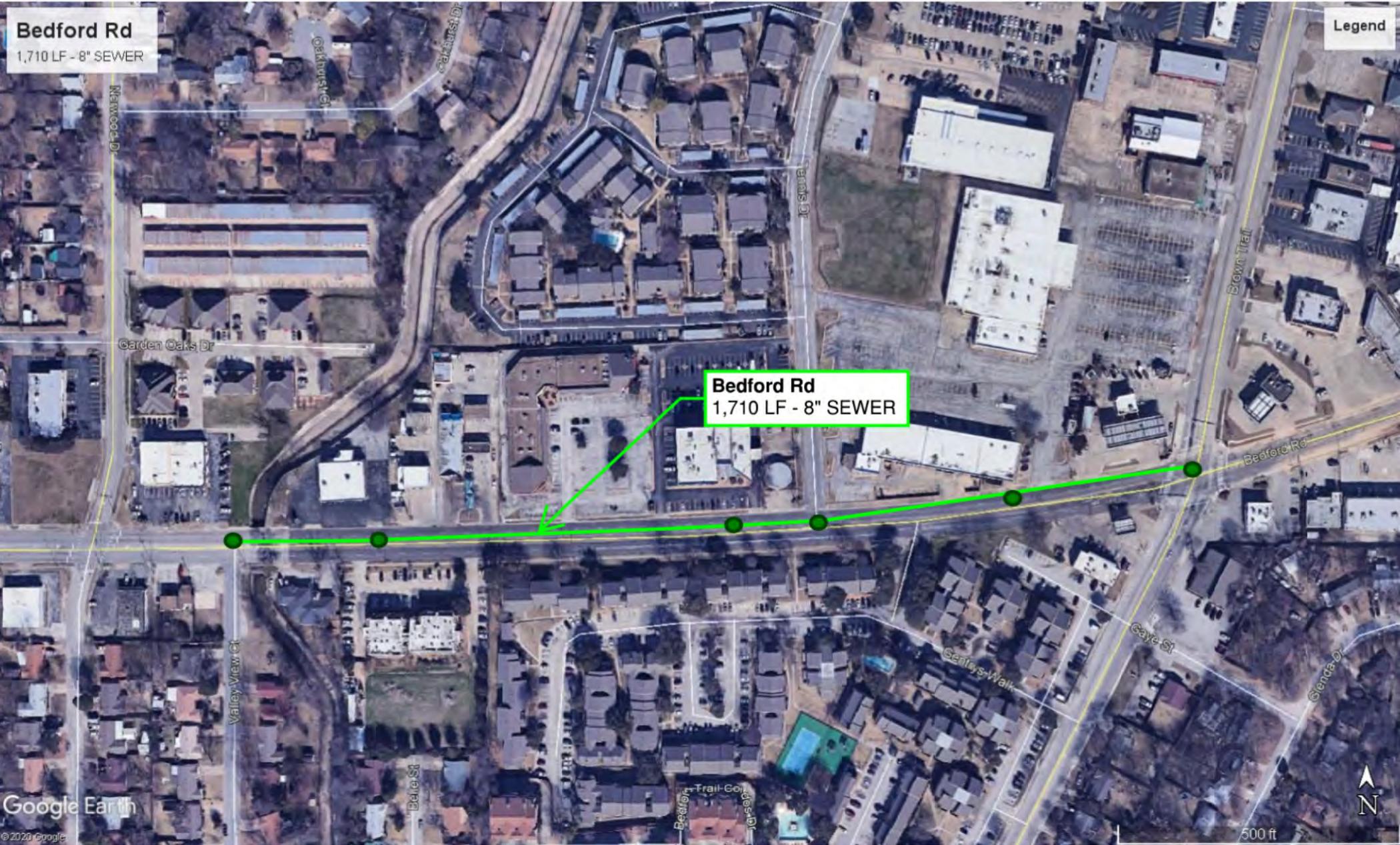
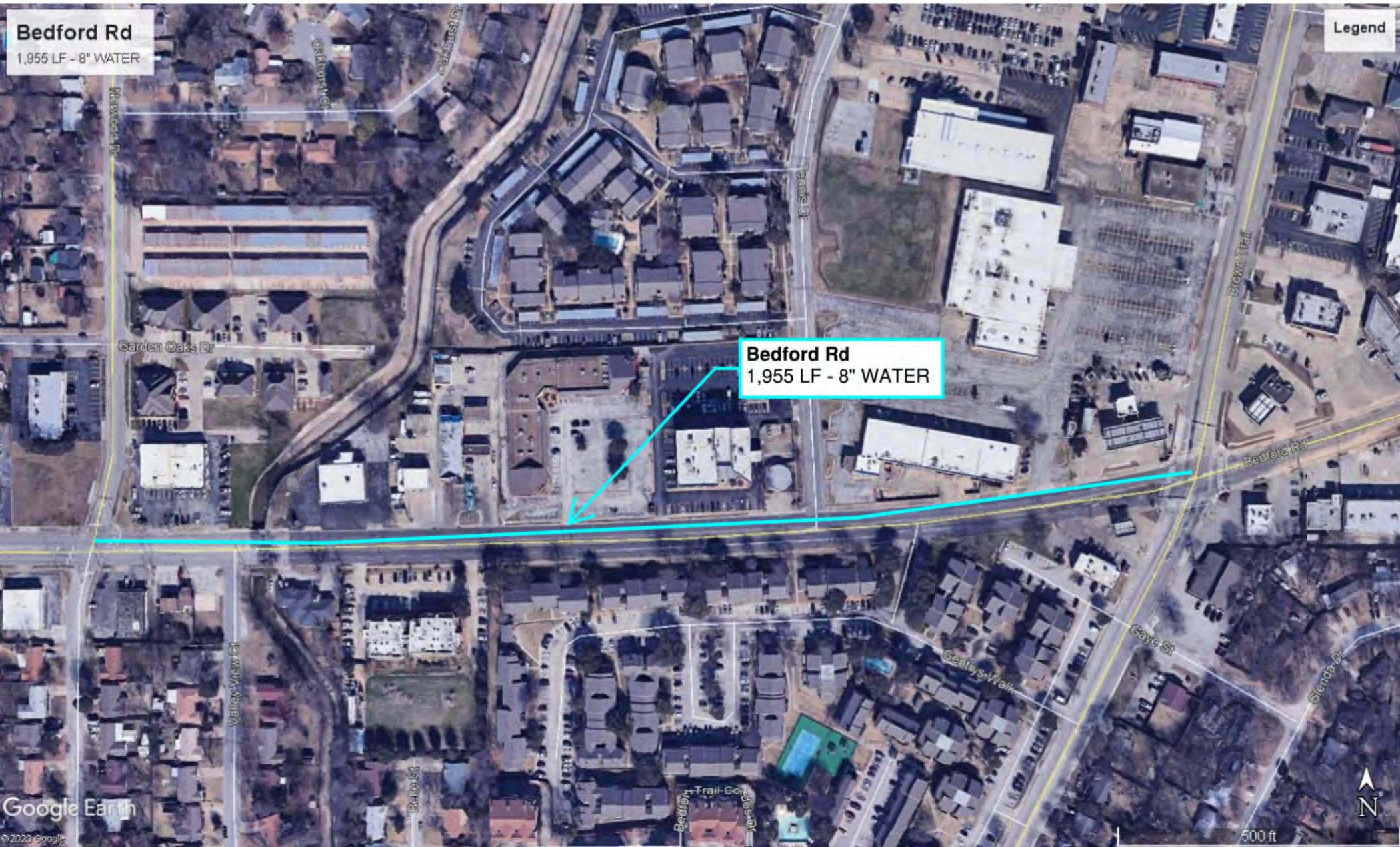


EXHIBIT C-2-BEDFORD RD 8" WATER



Bedford Rd
1,955 LF - 8" WATER

Legend

Bedford Rd
1,955 LF - 8" WATER

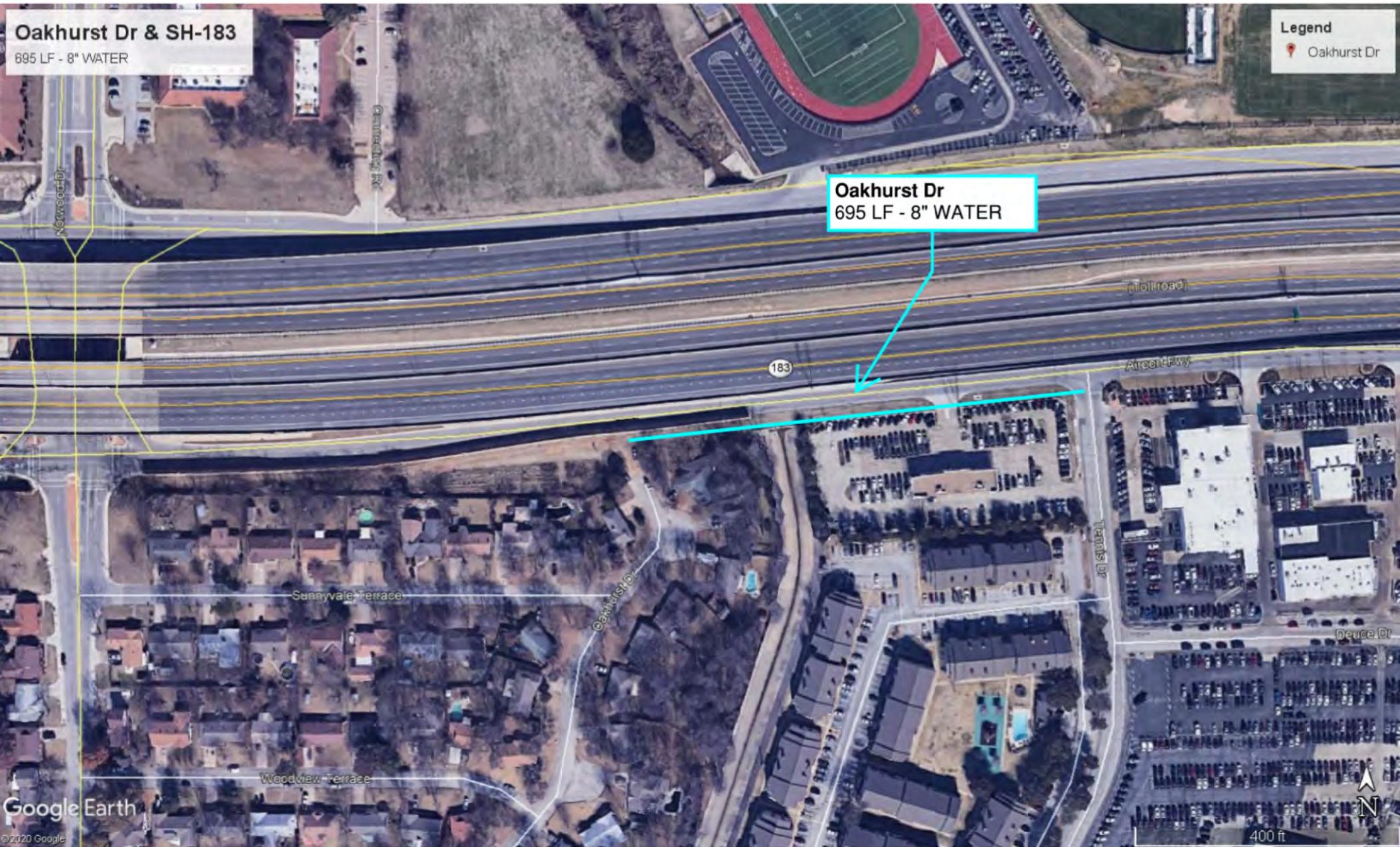
EXHIBIT D-1-ROBINDALE DR/CT 8" SEWER



EXHIBIT D-2-ROBINDALE DR/CT 8" WATER



EXHIBIT E-1-OAKHURST DR/SH-183 8" WATER





Council Agenda Background

PRESENTER: Mayor and Council
Michael Wells, City Secretary

DATE: 06/09/20

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

ITEM:

Discussion and action regarding the appointment of Board and Commission Liaisons.

City Attorney Review: N/A

SUMMARY:

This item is for Council to appoint Council liaisons to the Citizen Boards and Commissions.

BACKGROUND:

With Councilmember Fisher ending his service on the City Council, several vacancies have been created on various Boards, Commissions and Foundations on which Councilmembers serve.

This item is for Council to consider filling those vacancies and, if so desired, to make any other changes to the Board and Commission liaisons. Attached is the current listing of all existing Boards and Commissions in which Council Members serve as liaisons.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Council Appointments to Boards and Commissions

**CITY OF BEDFORD
MAYOR AND CITY COUNCIL APPOINTMENTS TO
BOARDS, COMMISSIONS, AND COMMITTEES 2019-20**

Mayor Pro-Tem	Amy Sabol	NEW MAYOR PRO-TEM
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BEDFORD BOARD, COMMISSION, AND COMMITTEE LIAISON	CURRENT COUNCIL MEMBER LIAISON	STAFF LIAISON	MEETING DATE	NEW COUNCIL MEMBER LIAISON
Animal Shelter Advisory Board	VACANT	Brian Meaders	3x per year	
Beautification Commission	Michael Boyter	Don Henderson	3 rd Mondays @ 6:30pm	
Building & Standards Commission	N/A	Various	As called	N/A
Community Affairs Commission	Ruth Culver	Meg Jakubik	3 rd Thursday @ 5:30pm	
Cultural Commission	Amy Sabol	Wendy Hartnett	2 nd Monday @6:30 pm	
Ethics Commission	N/A	Maria Joyner	1x a year	N/A
Library Board	Dan Cogan	Maria Redburn	3 rd Wednesday @ 7:00pm	
Parks & Recreation Board	Rusty Sartor	Don Henderson	1 st Thursday @ 6:30 pm	
Planning & Zoning Commission	N/A	Bill Syblon	2 nd & 4 th Thursdays	N/A
Teen Court Advisory Board	VACANT	Mindy Eichorst	Quarterly	
Trinity River Authority	Ruth Culver	N/A	As necessary	
Zoning Board of Adjustments	N/A	Bill Syblon	3 rd Wednesday @ 6:00pm	N/A

COMMITTEE, FOUNDATION, AND CORPORATION MEMBERS	CURRENT COUNCIL MEMBER(S)	MEETING DATE	NEW COUNCIL MEMBER(S)
Audit Committee (Mayor and 2 Members required)	Michael Boyter, Tom Burnett, VACANT	Varies	
Industrial Development Authority	Ruth Culver, Dan Cogan, Amy Sabol	As necessary	
Economic Development Foundation	VACANT	As necessary	
Street Improvement Economic Development Corporation	Michael Boyter, Ruth Culver, VACANT, Rusty Sartor	3 rd Tuesday of January & July	
Investment Committee Member	Michael Boyter	Varies	
Health Facilities Development Corporation	Dan Cogan, Amy Sabol, Roger Fisher	As necessary	



Council Agenda Background

PRESENTER: Councilmember Dan Cogan

DATE: 06/09/20

Council Request

ITEM:

Discussion and possible action regarding City of Bedford Police Department policies and procedures including, but not limited to, use of force, internal investigations, and De-escalation practices.

DISCUSSION:

Councilmember Cogan requested that this item be placed on the agenda.

ATTACHMENTS:

Letter of Request

From: [Dan Cogan](#)
To: [Michael Wells](#); [Cliff Blackwell](#)
Cc: [Michael Boyter](#); [Jeff Gibson](#)
Subject: Agenda Item
Date: Thursday, June 4, 2020 7:16:29 AM

Good morning Michael,

I would like to update my agenda item for our council meeting next Tuesday (June, 9th) "Discussion and possible action regarding City of Bedford Police Department policies and procedures including, but not limited to, use of force, internal investigations, and De-escalation practices".

I would also like to request that each council member to be provided with all written Bedford Police department policies and procedures related to the above mentioned agenda item no later than Friday.

Please feel free to contact me if you need clarification or have any questions.

Best,

Dan Cogan

--

Dan Cogan
Council Member

City of Bedford

2000 Forest Ridge Drive, Bedford, TX 76021-5713

Office: 817-952-2173 | Fax: 817-952-2103 | Dan.Cogan@bedfordtx.gov

From: [Michael Boyter](#)
To: [Michael Wells](#)
Cc: [Cliff Blackwell](#)
Subject: June 9th Agenda Item Request
Date: Wednesday, June 3, 2020 11:47:09 AM

Michael,

Following up on our conversation, Councilmember Cogan would like to ask that an item be added to the Work Session portion of the upcoming June 9, 2020 City Council meeting. Please add an item to discuss any Bedford Police Department's training programs and policies in place to "de-escalate" situations and/or challenging interactions with the public. Also, be prepared to discuss Police Department policies internally to investigate and/or review the handling of eventful situations. Chief Gibson's attendance would be greatly appreciated for this presentation.

If you have any questions regarding this request, feel free to give me a call. Thanks.

Michael

--

Michael Boyter

Mayor

City of Bedford

2000 Forest Ridge Drive, Bedford, TX 76021-5713

Office: 817-952-2108 | Fax: 817-952-2103 | Michael.Boyter@bedfordtx.gov