



**Regular Meeting of the Bedford City Council  
Tuesday, December 8, 2020  
Bedford City Hall Building A  
2000 Forest Ridge Drive  
Bedford, Texas 76021**

**Council Chamber Work Session 5:30 p.m.  
Council Chamber Regular Session 6:00 p.m.**

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

In accordance with order of the Office of the Governor issued March 16, 2020, the City of Bedford City Council will conduct its meeting scheduled at 5:30 p.m. on Tuesday, December 8, 2020, at City Hall by video conference 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 Council meeting can watch it live on the City’s website at <https://bedfordtx.gov/250/City-Council-Meetings-Online> or tune in to channels 16 (Spectrum) or 99 (AT&T).

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](mailto: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 4th Quarter ending September 30, 2020.

#### **EXECUTIVE SESSION**

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations - discussion on the Economic Development Program Agreement pursuant to Chapter 380 of the Texas Local Government Code regarding Lot 2 Stonegate Shopping Center Addition.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1R1, Crossroad East Addition.
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1R1, Cantebria Crossing Addition.

#### **REGULAR SESSION**

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

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

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

**CONSIDER APPROVAL OF ITEMS BY CONSENT** *(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) November 10, 2020 regular session
  - b) November 17, 2020 special session
  - c) November 24, 2020 work session
2. Consider an ordinance repealing Ordinance No. 2223, as codified in Article I, Section 2-1 of the City of Bedford Code of Ordinances, in its entirety; containing a savings clause; repealing all ordinances in conflict herewith; and establishing an effective date.
3. Consider a resolution authorizing the City Manager to enter into an agreement with Manning Concrete Sawing, utilizing the City of Grapevine's annual contract for concrete services, through the Master Interlocal Cooperative Purchasing agreement, in an amount not to exceed \$500,000, for the 2021 Concrete Sidewalk, Accessibility Ramps, Concrete Street Panels, Driveway, and Curb and Gutter Reconstruction at Various Locations Project.
4. Consider a resolution authorizing the City Manager to enter into an agreement with Stripe-A-Zone, Inc., utilizing the City of Grand Prairie's Pavement Marking Services contract, through the Master Interlocal Cooperative Purchasing Agreement, in the amount of \$150,000, for the 2021 Pavement Markings Services Program.
5. Consider a resolution authorizing funding, ratifying the expenditure, and authorizing the City Manager to expend funds to Thompson Pipegroup Pressure and Gra-tex Utilities, Inc., in the amount of \$57,896.58, for emergency water line repairs at the 2800 block of Central Drive and the Harwood Road intersection, due to a major water main break on October 31, 2020.
6. Consider a resolution authorizing the City Manager to expend funds to the Texas Commission on Environmental Quality, in the amount of \$56,827.75, for the annual Public Health Service Fee (Water Service Fee).

## **PERSONS TO BE HEARD**

7. The following individuals have requested to speak to the Council tonight under Persons to be Heard:
  - a) Kent Hopkins, Clubhouse for Special Needs, 1525 Bedford Road, Bedford, Texas 76021 – Request to speak to Council regarding the status of the development of the Clubhouse of Special Needs.
  - b) Keith Walter, 2508 Lakeview Drive, Bedford, Texas 76021 – Request to speak to Council regarding the raising of the grade at the park formerly known as Bedford Boys Ranch and the impact on the property values on the 2500 block of Lakeview Drive.

## **NEW BUSINESS**

8. 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 Turning Point Beer.

## 9. Mayor/Council Member Reports

## 10. City Manager/Staff Reports

### **EXECUTIVE SESSION**

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations – discussion on the Economic Development Program Agreement pursuant to Chapter 380 of the Texas Local Government Code regarding Lot 2 Stonegate Shopping Center Addition.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1R1, Crossroad East Addition.
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1R1, Cantebria Crossing Addition.

### **11. 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, December 4, 2020 at 5:00 p.m.**, and remained so posted at least 72 hours before said meeting convened.

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**Michael Wells, City Secretary**

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**Date Notice Removed**

(Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in City functions and activities. Auxiliary aids and services or accommodations must be requested in writing to the City Secretary's Office a minimum of seventy-two hours (72) hours prior to the scheduled starting time of the posted meeting. Requests can be delivered in person or mailed to the City Secretary's Office at 2000 Forest Ridge Drive, Bedford, TX 76021, or emailed to [citysecretary@bedfordtx.gov](mailto: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:** 12/08/20

Work Session

**ITEM:**

Discussion on the Quarterly Investment Report for the Fiscal 4th Quarter ending September 30, 2020.

**City Attorney Review:** N/A

**DISCUSSION:**

The City of Bedford investment portfolio contains funds invested for daily operations, economic uncertainties, and future maintenance needs. The portfolio also includes bond proceeds for several major construction projects, including but not limited to, the Phase Next project.

The total value of the City's portfolio as of September 30, 2020 is \$142,007,648 compared to \$131,875,130 as of September 30, 2019. This represents a 7.7% increase over last year.

The portfolio will decrease over time as the City continues to draw down cash balances for projects, such as Phase Next and the Bedford Performing Arts Center.

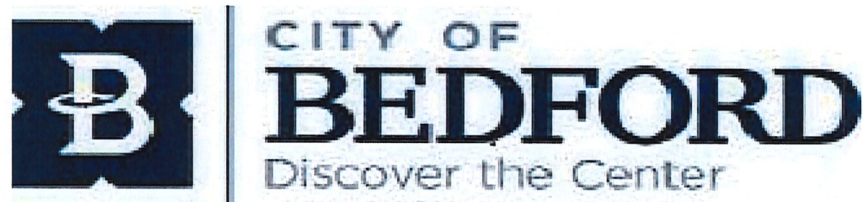
As of September 30, 2020, the City has spent \$4,667,858 on Phase Next and \$3,668 related to the Bedford Performing Arts Center. The City earned \$3,219,157 in accumulated interest as of September 30, 2020.

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

**ATTACHMENTS:**

Quarterly Investment Report as of September 30, 2020  
Portfolio Summary Analysis as of September 30, 2020





## INVESTMENT PORTFOLIO SUMMARY

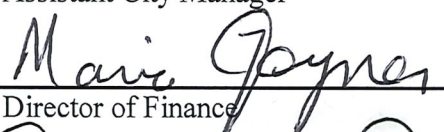
For the Quarter Ended  
September 30, 2020

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.

## Annual Comparison of Portfolio Performance

### FYE Results by Investment Category:

City Funds	September 30, 2019			September 30, 2020		
	Book Value	Market Value	Ave. Yield	Book Value	Market Value	Ave. Yield
Asset Type						
Pools/DDA/MMA/NOW	\$ 60,061,101	\$ 60,061,101	2.15%	\$ 78,954,374	\$ 78,954,374	0.37%
Securities/CDs	38,245,662	38,245,662	2.83%	30,959,995	30,959,995	1.20%
<b>City Funds - Sub Total</b>	<b>\$ 98,306,764</b>	<b>\$ 98,306,764</b>		<b>\$ 109,914,369</b>	<b>\$ 109,914,369</b>	
Fourth Quarter-End Yield			2.42%			0.60%
Quarterly Interest Income	\$ 623,656	Unaudited		\$ 174,806	Unaudited	
Year-to-date Interest Income	\$ 2,511,563	Unaudited		\$ 1,544,923	Unaudited	
<b>TWDB (SWIRFT) Funds</b>						
Pools/DDA/MMA/NOW	\$ 28,019,164	\$ 28,019,164	2.00%	\$ 19,742,968	\$ 19,742,968	0.05%
Securities/CDs	5,544,971	5,549,202	2.72%	12,351,325	12,350,311	0.62%
<b>TWDB (SWIRFT) Funds - Sub Total</b>	<b>\$ 33,564,136</b>	<b>\$ 33,568,366</b>		<b>\$ 32,094,293</b>	<b>\$ 32,093,279</b>	
Fourth Quarter-End Yield			2.11%			0.27%
Quarterly Interest Income	\$ 183,692	Unaudited		\$ 21,229	Unaudited	
Year-to-date Interest Income	\$ 794,356	Unaudited		\$ 347,287	Unaudited	
<b>Total Portfolio</b>	<b>\$ 131,870,899</b>	<b>\$ 131,875,130</b>		<b>\$ 142,008,662</b>	<b>\$ 142,007,648</b>	

Average Quarter-End Yields (1):	2019	2020
Bedford - City Funds	2.55%	1.18%
TWDB (SWIRFT) Funds	2.31%	0.65%
Rolling Three Month Treasury	2.30%	0.75%
Rolling Six Month Treasury	2.37%	0.99%
TexPool	2.31%	0.75%

(1) Average Quarterly Yield calculated using quarter-end report average yield and adjusted book value.

## Summary

City Funds	June 30, 2020		September 30, 2020		Ave. Yield
	Book Value	Market Value	Book Value	Market Value	
Pools/DDA/MMA/NOW	\$ 94,964,367	\$ 94,964,367	\$ 78,954,374	\$ 78,954,374	0.37%
Securities/CDs	20,914,002	20,914,002	30,959,995	30,959,995	1.20%
<b>City Funds - Sub Total</b>	<b>\$ 115,878,369</b>	<b>\$ 115,878,369</b>	<b>\$ 109,914,369</b>	<b>\$ 109,914,369</b>	<b>0.60%</b>
	<u>Quarter End Average Yield (1)</u>		<u>Fiscal Year-to-Date Average Yield (2)</u>		
	Total Portfolio 0.60%		Total Portfolio 1.18%		

	<u>Interest</u>	<u>Bank Fees Offset</u>	
Quarter	\$ 174,806	\$ 1,635	Unaudited
Fiscal Year-to-date	\$ 1,544,923	\$ 27,189	Unaudited

TWDB (SWIRFT) Funds	June 30, 2020		September 30, 2020		Ave. Yield
	Book Value	Market Value	Book Value	Market Value	
Pools/DDA/MMA/NOW	\$ 30,367,490	\$ 30,367,490	\$ 19,742,968	\$ 19,742,968	0.05%
Securities/CDs	2,085,515	2,085,515	12,351,325	12,350,311	0.62%
<b>TWDB (SWIRFT) Funds - Sub Total</b>	<b>\$ 32,453,005</b>	<b>\$ 32,453,005</b>	<b>\$ 32,094,293</b>	<b>\$ 32,093,279</b>	<b>0.27%</b>
	<u>Quarter End Average Yield (1)</u>		<u>Fiscal Year-to-Date Average Yield (2)</u>		
	Total Portfolio 0.27%		Total Portfolio 0.65%		

	<u>Interest/Dividends</u>	
Quarter	\$ 21,229	Unaudited
Fiscal Year-to-date	\$ 347,287	Unaudited

Total Portfolio	June 30, 2020		September 30, 2020	
	Book Value	Market Value	Book Value	Market Value
	<b>\$ 148,331,373</b>	<b>\$ 148,331,373</b>	<b>\$ 142,008,662</b>	<b>\$ 142,007,648</b>
	<u>Quarter End Average Yield (1)</u>		<u>Fiscal Year-to-Date Average Yield (2)</u>	
	Total Portfolio 0.53%		Total Portfolio 1.07%	

	<u>Quarter End Average Yield (1)</u>	<u>Fiscal Year-to-Date Average Yield (2)</u>
Rolling Three Month Treasury	0.12%	0.75%
Rolling Six Month Treasury	0.15%	0.99%
TexPool	0.15%	0.75%

(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. □

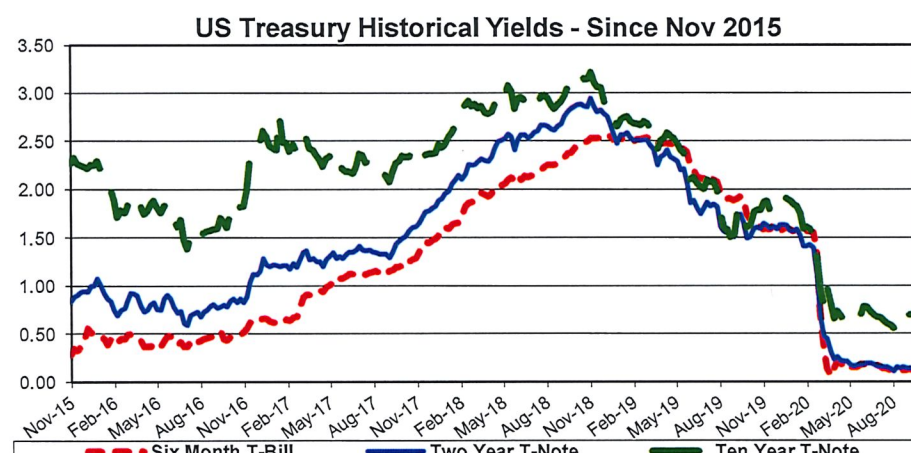
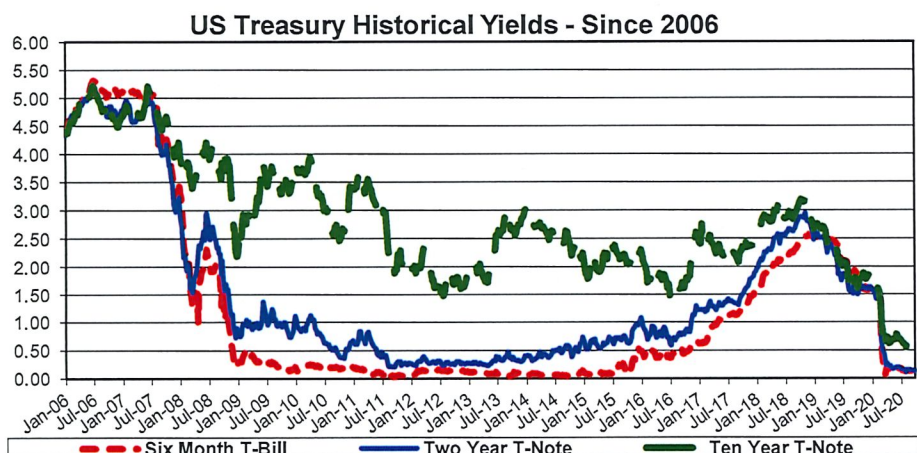
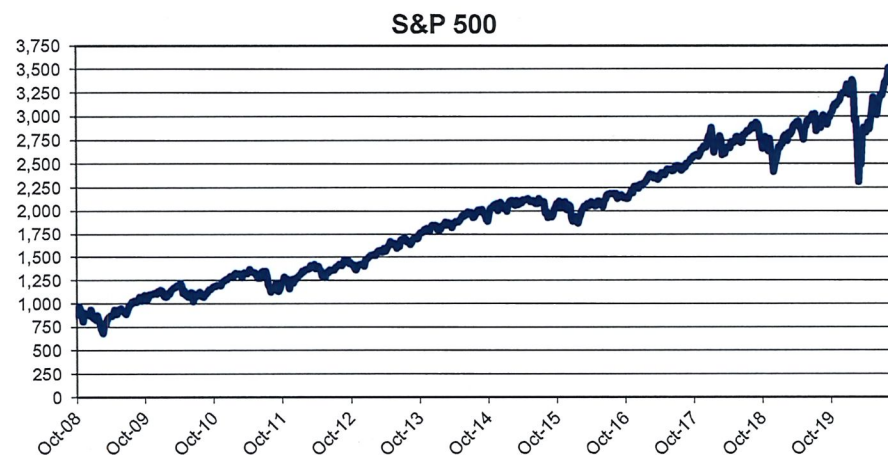
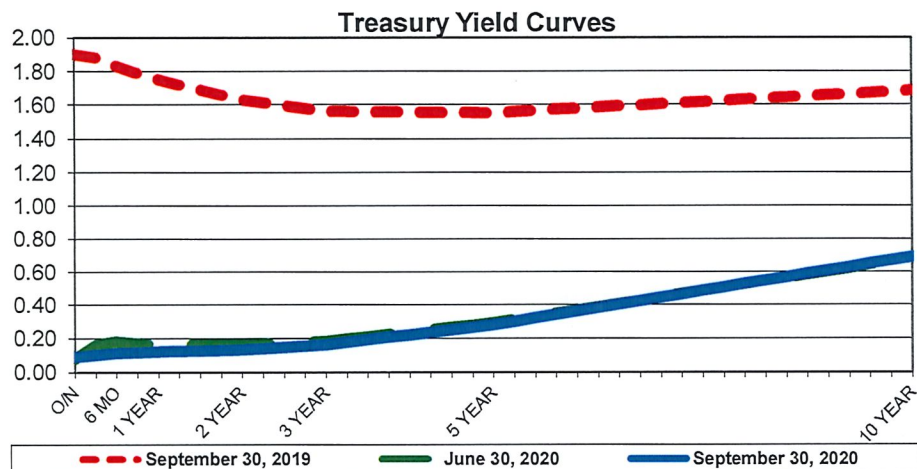
(2) **Fiscal Year-to-Date Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.



## Economic Overview

9/30/2020

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range at 0.00% to 0.25% (Effective Fed Funds are trading  $\pm 0.10\%$ ), and projected that reduced rates could remain through 2024. Final estimate of Second Quarter GDP revised to down 31.4% (from down 31.9%). The Yield Curve remained stable. Crude oil slid to below \$40 per barrel. September Non Farm Payroll added 661k workers. Business added over 800k, but governments shed 200+k. The Stock Markets retreated slightly from all-time highs. Housing strengthened due to low mortgage rates. Additional federal economic assistance remained stalled in Congress.



**Investment Holdings**  
**September 30, 2020**

City Funds	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
Pooled Cash DDA		0.48%	10/01/20	09/30/20	\$ 2,346,725	\$ 2,346,725	1.00	\$ 2,346,725	1	0.48%
Southside Bank MMA		0.25%	10/01/20	09/30/20	1,202,419	1,202,419	1.00	1,202,419	1	0.25%
NexBank MMA		0.45%	10/01/20	09/30/20	12,020,803	12,020,803	1.00	12,020,803	1	0.45%
NexBank MMA ICS		0.45%	10/01/20	09/30/20	39,055,640	39,055,640	1.00	39,055,640	1	0.45%
TexSTAR	AAAm	0.13%	10/01/20	09/30/20	11,586,271	11,586,271	1.00	11,586,271	1	0.13%
TexasDAILY	AAAm	0.14%	10/01/20	09/30/20	283,089	283,089	1.00	283,089	1	0.14%
Texas CLASS	AAAm	0.25%	10/01/20	09/30/20	12,449,041	12,449,041	1.00	12,449,041	1	0.25%
LSIP Gov O/N	AAAm	0.09%	10/01/20	09/30/20	10,386	10,386	1.00	10,386	1	0.09%
East West Bank CD		1.75%	11/05/20	11/05/19	1,015,996	1,015,996	100.00	1,015,996	36	1.77%
East West Bank CD		3.00%	12/07/20	12/07/18	2,112,179	2,112,179	100.00	2,112,179	68	3.05%
Prosperity Bank CD		3.05%	12/11/20	12/12/18	5,274,011	5,274,011	100.00	5,274,011	72	3.09%
BTH Bank CD		2.76%	03/12/21	03/12/19	1,042,416	1,042,416	100.00	1,042,416	163	2.80%
East West Bank CD		0.44%	03/15/21	06/15/20	8,511,073	8,511,073	100.00	8,511,073	166	0.44%
CapTex Bank CD		0.65%	05/28/21	05/28/20	2,004,319	2,004,319	100.00	2,004,319	240	0.65%
Prosperity Bank CD		0.40%	09/16/21	06/15/20	1,000,000	1,000,000	100.00	1,000,000	351	0.40%
Prosperity Bank CD		0.40%	09/16/21	09/16/20	8,000,000	8,000,000	100.00	8,000,000	351	0.40%
Prosperity Bank CD		0.50%	09/16/22	09/16/20	2,000,000	2,000,000	100.00	2,000,000	716	0.50%
<b>City Funds - Sub Total</b>					<b>\$ 109,914,369</b>	<b>\$ 109,914,369</b>		<b>\$ 109,914,369</b>	<b>66</b>	<b>0.60%</b>

## Investment Holdings

September 30, 2020

### TWDB (SWIRFT) Funds

NexBank MMA	0.45%	10/01/20	09/30/20	\$ 1,482,718	\$ 1,482,718	1.00	\$ 1,482,718	1	0.45%
Morgan Stanley Gov't MMMF	0.02%	10/01/20	09/30/20	18,260,249	18,260,249	1.00	18,260,249	1	0.02%
Texas Bank Fin. CDARS	2.96%	01/28/21	01/30/19	2,101,111	2,101,111	100.00	2,101,111	120	3.00%
US Treasury Note	2.75%	09/15/21	09/15/20	10,000,000	10,250,214	102.49	10,249,200	350	0.14%

### TWDB (SWIRFT) Funds - Sub Total

<b>\$ 31,844,079</b>	<b>\$ 32,094,293</b>	<b>\$ 32,093,279</b>	<b>118</b>	<b>0.27%</b>
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### Total Portfolio

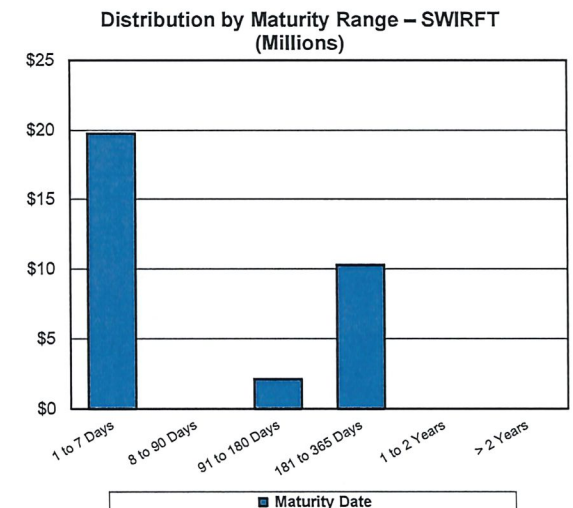
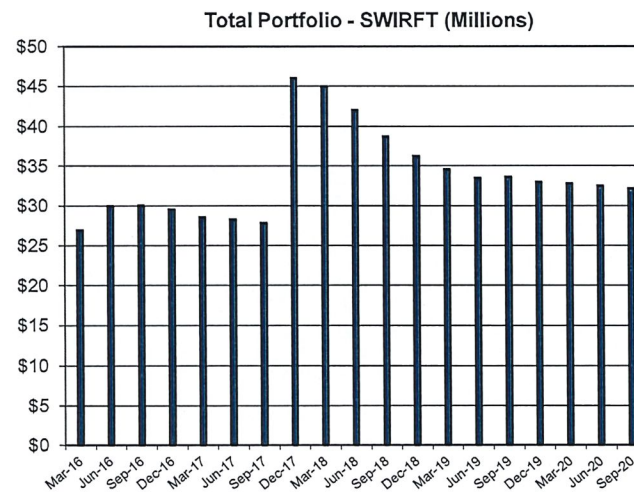
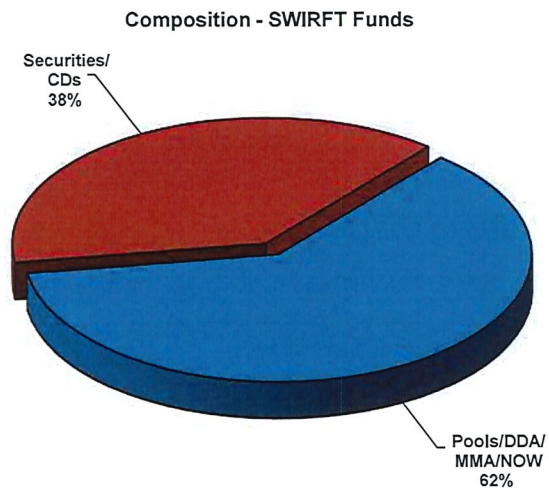
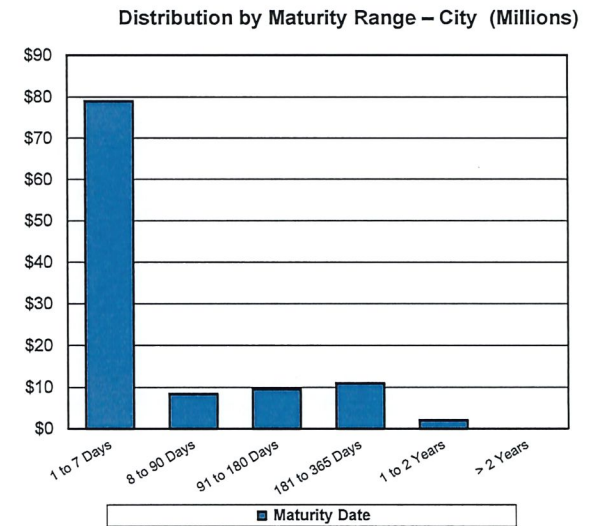
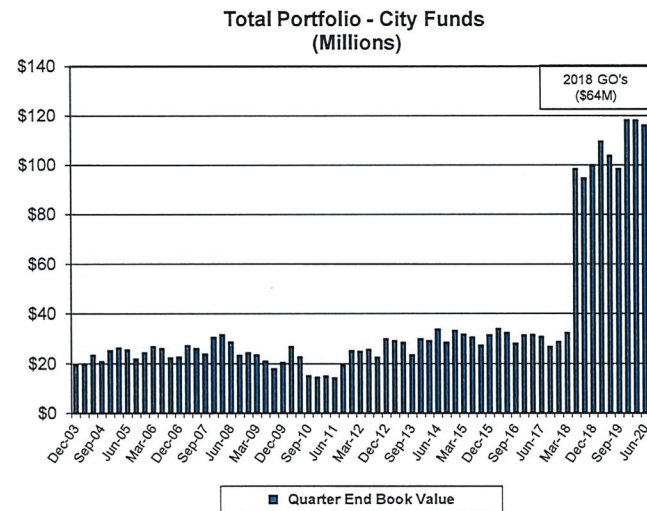
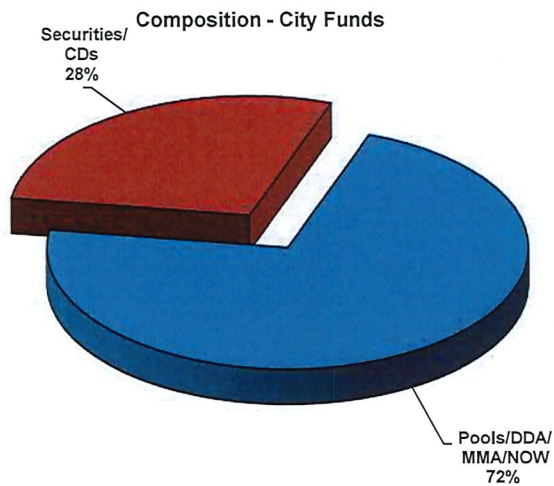
<b>\$ 141,758,448</b>	<b>\$ 142,008,662</b>	<b>\$ 142,007,648</b>	<b>78</b>	<b>0.53%</b>
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(1) (2)

(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 and Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 06/30/20	Increases	Decreases	Book Value 09/30/20	Market Value 06/30/20	Change in Market Value	Market Value 09/30/20
Pooled Cash DDA	0.48%	10/01/20	\$ 1,371,090	\$ 975,635	\$ —	\$ 2,346,725	\$ 1,371,090	\$ 975,635	\$ 2,346,725
Southside Bank MMA	0.25%	10/01/20	1,201,567	852	—	1,202,419	1,201,567	852	1,202,419
NexBank MMA	0.45%	10/01/20	13,487,117	16,405	—	13,503,522	13,487,117	16,405	13,503,522
NexBank MMA ICS	0.45%	10/01/20	39,008,057	47,583	—	39,055,640	39,008,057	47,583	39,055,640
Morgan Stanley Gov't MMMF	0.02%	10/01/20	28,518,152	—	(10,257,903)	18,260,249	28,518,152	(10,257,903)	18,260,249
TexSTAR	0.13%	10/01/20	21,020,214	—	(9,433,943)	11,586,271	21,020,214	(9,433,943)	11,586,271
TexasDAILY	0.14%	10/01/20	282,967	121	—	283,089	282,967	121	283,089
Texas CLASS	0.25%	10/01/20	20,432,309	—	(7,983,268)	12,449,041	20,432,309	(7,983,268)	12,449,041
LSIP Gov O/N	0.09%	10/01/20	10,383	3	—	10,386	10,383	3	10,386
BTH Bank CD	2.71%	09/12/20	1,034,550	—	(1,034,550)	—	1,034,550	(1,034,550)	—
East West Bank CD	1.77%	11/05/20	1,011,525	4,472	—	1,015,996	1,011,525	4,472	1,015,996
East West Bank CD	3.05%	12/07/20	2,096,269	15,911	—	2,112,179	2,096,269	15,911	2,112,179
Prosperity Bank CD	3.09%	12/11/20	5,233,783	40,228	—	5,274,011	5,233,783	40,228	5,274,011
Texas Bank Fin. CDARS	3.00%	01/28/21	2,085,515	15,596	—	2,101,111	2,085,515	15,596	2,101,111
BTH Bank CD	2.80%	03/12/21	1,035,198	7,218	—	1,042,416	1,035,198	7,218	1,042,416
East West Bank CD	0.44%	03/15/21	8,501,640	9,434	—	8,511,073	8,501,640	9,434	8,511,073
CapTex Bank CD	0.65%	05/28/21	2,001,038	3,280	—	2,004,319	2,001,038	3,280	2,004,319
US Treasury Note	0.14%	09/15/21	—	10,250,214	—	10,250,214	—	10,249,200	10,249,200
Prosperity Bank CD	0.40%	09/16/21	—	1,000,000	—	1,000,000	—	1,000,000	1,000,000
Prosperity Bank CD	0.40%	09/16/21	—	8,000,000	—	8,000,000	—	8,000,000	8,000,000
Prosperity Bank CD	0.50%	09/16/22	—	2,000,000	—	2,000,000	—	2,000,000	2,000,000
<b>TOTAL / AVERAGE</b>	<b>0.53%</b>		<b>\$ 148,331,373</b>	<b>\$ 22,386,953</b>	<b>\$ (28,709,664)</b>	<b>\$ 142,008,662</b>	<b>\$ 148,331,373</b>	<b>\$ (6,323,725)</b>	<b>\$ 142,007,648</b>



# Allocation

September 30, 2020

Book Value	Coupon/ Discount	Maturity Date	Total	All Funds Operating Cash	General Fund	Special Revenue Funds	Constructio n Funds	Utility Funds	TWDB SWIRFT Funds
Pooled Cash DDA			\$ 2,346,725	\$ 2,346,725	\$ —	\$ —	\$ —	\$ —	\$ —
Southside Bank MMA			1,202,419	471,194	—	—	331,613	399,611	—
NexBank MMA			13,503,522	9,853,746	—	—	2,167,057	—	1,482,718
NexBank MMA ICS			39,055,640	—	—	—	39,055,640	—	—
Morgan Stanley Gov't MMMF			18,260,249	—	—	—	—	—	18,260,249
TexSTAR			11,586,271	5,928,422	2,237,218	—	100,833	3,319,798	—
TexasDAILY			283,089	—	283,089	—	—	—	—
Texas CLASS			12,449,041	2,584,894	—	—	5,756,663	4,107,484	—
LSIP Gov O/N			10,386	—	—	—	10,386	—	—
East West Bank CD	1.75%	11/05/20	1,015,996	—	—	—	—	1,015,996	—
East West Bank CD	3.00%	12/07/20	2,112,179	—	1,056,090	—	—	1,056,090	—
Prosperity Bank CD	3.05%	12/11/20	5,274,011	—	—	—	5,274,011	—	—
Texas Bank Fin. CDARS	2.96%	01/28/21	2,101,111	—	—	—	—	—	2,101,111
BTH Bank CD	2.76%	03/12/21	1,042,416	—	—	—	521,208	521,208	—
East West Bank CD	0.44%	03/15/21	8,511,073	—	—	—	8,511,073	—	—
CapTex Bank CD	0.65%	05/28/21	2,004,319	—	1,503,239	501,080	—	—	—
US Treasury Note	2.75%	09/15/21	10,250,214	—	—	—	—	—	10,250,214
Prosperity Bank CD	0.40%	09/16/21	1,000,000	—	—	—	1,000,000	—	—
Prosperity Bank CD	0.40%	09/16/21	8,000,000	—	—	—	8,000,000	—	—
Prosperity Bank CD	0.50%	09/16/22	2,000,000	—	2,000,000	—	—	—	—
<b>Totals</b>			<b>\$ 142,008,662</b>	<b>\$ 21,184,981</b>	<b>\$ 7,079,635</b>	<b>\$ 501,080</b>	<b>\$ 70,728,486</b>	<b>\$ 10,420,188</b>	<b>\$ 32,094,293</b>

# Allocation

September 30, 2020

Market Value	Coupon/ Discount	Maturity Date	Total	All Funds Operating Cash	General Fund	Special Revenue Funds	Constructio n Funds	Utility Funds	TWDB SWIRFT Funds
Pooled Cash DDA			\$ 2,346,725	\$ 2,346,725	\$ —	\$ —	\$ —	\$ —	\$ —
Southside Bank MMA			1,202,419	471,194	—	—	331,613	399,611	—
NexBank MMA			13,503,522	9,853,746	—	—	2,167,057	—	1,482,718
NexBank MMA ICS			39,055,640	—	—	—	39,055,640	—	—
Morgan Stanley Gov't MMMF			18,260,249	—	—	—	—	—	18,260,249
TexSTAR			11,586,271	5,928,422	2,237,218	—	100,833	3,319,798	—
TexasDAILY			283,089	—	283,089	—	—	—	—
Texas CLASS			12,449,041	2,584,894	—	—	5,756,663	4,107,484	—
LSIP Gov O/N			10,386	—	—	—	10,386	—	—
East West Bank CD	1.75%	11/05/20	1,015,996	—	—	—	—	1,015,996	—
East West Bank CD	3.00%	12/07/20	2,112,179	—	1,056,090	—	—	1,056,090	—
Prosperity Bank CD	3.05%	12/11/20	5,274,011	—	—	—	5,274,011	—	—
Texas Bank Fin. CDARS	2.96%	01/28/21	2,101,111	—	—	—	—	—	2,101,111
BTH Bank CD	2.76%	03/12/21	1,042,416	—	—	—	521,208	521,208	—
East West Bank CD	0.44%	03/15/21	8,511,073	—	—	—	8,511,073	—	—
CapTex Bank CD	0.65%	05/28/21	2,004,319	—	1,503,239	501,080	—	—	—
US Treasury Note	2.75%	09/15/21	10,249,200	—	—	—	—	—	10,249,200
Prosperity Bank CD	0.40%	09/16/21	1,000,000	—	—	—	1,000,000	—	—
Prosperity Bank CD	0.40%	09/16/21	8,000,000	—	—	—	8,000,000	—	—
Prosperity Bank CD	0.50%	09/16/22	2,000,000	—	2,000,000	—	—	—	—
<b>Totals</b>			<b>\$ 142,007,648</b>	<b>\$ 21,184,981</b>	<b>\$ 7,079,635</b>	<b>\$ 501,080</b>	<b>\$ 70,728,486</b>	<b>\$ 10,420,188</b>	<b>\$ 32,093,279</b>

# Allocation

June 30, 2020

Book Value	Coupon/ Discount	Maturity Date	Total	All Funds Operating Cash	General Fund	Special Revenue Funds	Constructio n Funds	Utility Funds	TWDB SWIRFT Funds
Pooled Cash DDA			\$ 1,371,090	\$ 1,371,090	\$ —	\$ —	\$ —	\$ —	\$ —
Southside Bank MMA			1,201,567	466,813	—	—	335,425	399,328	—
NexBank MMA			13,487,117	9,473,355	—	—	2,164,424	—	1,849,338
NexBank MMA ICS			39,008,057	—	—	—	39,008,057	—	—
Morgan Stanley Gov't MMMF			28,518,152	—	—	—	—	—	28,518,152
TexSTAR			21,020,214	15,278,653	2,330,620	—	87,152	3,323,790	—
TexasDAILY			282,967	—	282,967	—	—	—	—
Texas CLASS			20,432,309	2,298,695	—	—	14,029,664	4,103,950	—
LSIP Gov O/N			10,383	—	—	—	10,383	—	—
BTH Bank CD	2.71%	09/12/20	1,034,550	—	—	—	1,034,550	—	—
East West Bank CD	1.75%	11/05/20	1,011,525	—	—	—	—	1,011,525	—
East West Bank CD	3.00%	12/07/20	2,096,269	—	1,048,134	—	—	1,048,134	—
Prosperity Bank CD	3.05%	12/11/20	5,233,783	—	—	—	5,233,783	—	—
Texas Bank Fin. CDARS	2.96%	01/28/21	2,085,515	—	—	—	—	—	2,085,515
BTH Bank CD	2.76%	03/12/21	1,035,198	—	—	—	517,599	517,599	—
East West Bank CD	0.44%	03/15/21	8,501,640	—	—	—	8,501,640	—	—
CapTex Bank CD	0.65%	05/28/21	2,001,038	—	1,500,779	500,260	—	—	—
<b>Totals</b>			<b>\$ 148,331,373</b>	<b>\$ 28,888,605</b>	<b>\$ 5,162,501</b>	<b>\$ 500,260</b>	<b>\$70,922,677</b>	<b>\$ 10,404,327</b>	<b>\$32,453,005</b>

# Allocation

June 30, 2020

Market Value	Coupon/ Discount	Maturity Date	Total	All Funds Operating Cash	General Fund	Special Revenue Funds	Constructio n Funds	Utility Funds	TWDB SWIRFT Funds
Pooled Cash DDA			\$ 1,371,090	\$ 1,371,090	\$ —	\$ —	\$ —	\$ —	\$ —
Southside Bank MMA			1,201,567	466,813	—	—	335,425	399,328	—
NexBank MMA			13,487,117	9,473,355	—	—	2,164,424	—	1,849,338
NexBank MMA ICS			39,008,057	—	—	—	39,008,057	—	—
Morgan Stanley Gov't MMMF			28,518,152	—	—	—	—	—	28,518,152
TexSTAR			21,020,214	15,278,653	2,330,620	—	87,152	3,323,790	—
TexasDAILY			282,967	—	282,967	—	—	—	—
Texas CLASS			20,432,309	2,298,695	—	—	14,029,664	4,103,950	—
LSIP Gov O/N			10,383	—	—	—	10,383	—	—
BTH Bank CD	2.71%	09/12/20	1,034,550	—	—	—	1,034,550	—	—
East West Bank CD	1.75%	11/05/20	1,011,525	—	—	—	—	1,011,525	—
East West Bank CD	3.00%	12/07/20	2,096,269	—	1,048,134	—	—	1,048,134	—
Prosperity Bank CD	3.05%	12/11/20	5,233,783	—	—	—	5,233,783	—	—
Texas Bank Fin. CDARS	2.96%	01/28/21	2,085,515	—	—	—	—	—	2,085,515
BTH Bank CD	2.76%	03/12/21	1,035,198	—	—	—	517,599	517,599	—
East West Bank CD	0.44%	03/15/21	8,501,640	—	—	—	8,501,640	—	—
CapTex Bank CD	0.65%	05/28/21	2,001,038	—	1,500,779	500,260	—	—	—
<b>Totals</b>			<b>\$ 148,331,373</b>	<b>\$ 28,888,605</b>	<b>\$ 5,162,501</b>	<b>\$ 500,260</b>	<b>\$ 70,922,677</b>	<b>\$ 10,404,327</b>	<b>\$ 32,453,005</b>

# CITY OF BEDFORD

## PORTFOLIO SUMMARY 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%	\$ 148,331,373.00	8.2%
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%	\$ 142,007,648.00	7.7%

**\*\*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
238%	2020 3rd Qt vs 2016 3rd QT
245%	2020 4th Qt vs 2016 4th QT



# Council Agenda Background

**PRESENTER:** Michael Wells, City Secretary

**DATE:** 12/08/20

**Minutes**

**ITEM:**

Consider approval of the following City Council minutes:

- a) November 10, 2020 regular session
- b) November 17, 2020 special session
- c) November 24, 2020 work session

**DISCUSSION:**

N/A

**ATTACHMENTS:**

November 10, 2020 regular session  
November 17, 2020 special session  
November 24, 2020 work session



## **Council Minutes November 10, 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. and Regular Session at 7:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 10th day of November, 2020 with the following members present:**

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

Mayor  
Councilmembers

constituting a quorum.

Councilmember Gagliardi was absent from the meeting.

Staff present included:

Jimmy Stathatos  
Cliff Blackwell  
Stan Lowry (via videoconference)  
Michael Wells  
Wendy Hartnett  
Meg Jakubik  
Andrew Kloefkorn  
Kenny Ovestreet  
David Smyth  
Kelly Snook

City Manager  
Assistant City Manager  
City Attorney  
City Secretary  
Special Events Manager  
Strategic Services Manager  
Neighborhood Services Manager  
Public Works Director  
Field Operations Manager  
Interim Capital Projects Director

### **WORK SESSION**

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

City Manager Jimmy Stathatos introduced Interim Police Chief Gary Johnson.

- **Fourth Quarter Financial Report.**

Strategic Services Manager Meg Jakubik gave a financial report on the fourth quarter of the City's fiscal year and cautioned that they were not the final, audited numbers, and additional expenses would be moved from the General Fund to the Coronavirus Aid, Relief, and Economic Security (CARES) Act Fund. 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 November 10, 2020**

Development Corporation (SIEDC). There was discussion on calculating projections, the Tourism Fund balance of approximately \$820,000, the CARES Act Fund, and the difference in the budgeted expenses in the Police Department, including payroll savings.

- **Update on the status of Coronavirus Aid, Relief, and Economic Security (CARES) Act funds.**

Ms. Jakubik stated Tarrant County allocated CARES Act funds directly to cities at the full \$55.00 per capita. She discussed the different categories of expenses set by Tarrant County based on guidance from the United States Treasury Department, including administrative, payroll, testing, economic support, improving telework, medical, and personal protective equipment. There was discussion on the payroll category. Ms. Jakubik stated the City has spent over \$1,800,000, with approximately \$865,000 remaining. Regarding a small business grant program, Ms. Jakubik stated Tarrant County already is running such a program and since the City's CARES funds come from the County, it would be a duplication of benefits. She proposed moving General Fund savings due to the CARES Act funding to the Economic Development Fund to run an independent program. There was discussion on programs in other cities and how other entities have been using CARES Act funding. Council was of the consensus to encourage staff to research a business assistance program and to earmark \$250,000 for such a program.

- **Update on the 2020 Annual Report on the Texas Commission on Environmental Quality Sanitary Sewer Outflow Initiative Program.**

Public Works Director Kenny Overstreet stated the City entered into a second ten-year Sanitary Sewer Outflow Initiative (SSOI) with the Texas Commission on Environmental Quality (TCEQ). Field Operations Manager David Smyth stated the intent of the SSOI is to allow municipalities to allocate resources for maintenance on, and failures of, the collection system rather than paying for penalties or administrative orders. He presented an overview of projects performed since entering into the second SSOI. The construction side includes the Brown Trail sewer main replacement, the Brook Hollow Park sewer main replacement, and an agreement with Freese & Nichols to perform a comprehensive infiltration and inflow (I&I) study. On the maintenance side, there were delays from the TCEQ and contractors due to COVID-19. Items include promoting the Fats, Oils, and Grease (FOG) program at public events and in the Bedford Connection, cleaning and maintenance of 250,000 of sewer mains, the inspection of 612 manholes, the televised inspection of 20,000 feet of sewer main, chemical root abatement of 4,900 feet of sewer line, and resolving 16 sanitary sewer overflows. Mr. Smyth stated the current agreement expires in 2028 and that staff is looking at spending an average of \$1,000,000 per year over the length of the agreement. Projects will be identified in working with the TCEQ and from the I&I study. There was discussion on the purpose of the SSOI agreements, and the I&I study.

- **Discussion regarding the City's Parks staff participating in community events.**

There was discussion on concerns from Council and staff regarding community events and the increase in COVID-19 cases. Special Events Manager Wendy Hartnett presented information on City outreach at community events with non-profits, businesses, the Hurst-Euless-Bedford Chamber of Commerce, City Boards and Commissions, and the Hurst-Euless-Bedford Independent School District. She felt staff is helping fulfill the strategic plan initiative of promoting underutilized property and transforming key commercial nodes into unique destinations. She presented statistics, including the distribution of 300 coupons, as well as Halloween candy and stress balls, that 14 of 23 vendors at a recent community market were Bedford residents or



## **Council Minutes November 10, 2020**

businesses, and examples of questions staff answered. There was discussion on staff's comfort level on working events. Mr. Stathatos asked for feedback from Council about what staff is doing during COVID-19. There was discussion on other communities pulling back on events; the request from Tarrant County Judge Glen Whitely to suspend athletic events; the Mayor's authority to approve special events; the City providing equipment and resources at events, but limiting or not providing personnel; not allowing use of portable signs as it violates the City's Sign Ordinance; concerns for staff safety; being proactive on wearing masks at events; and the fluidity of the situation.

- **Follow-up on the Neighborhood Services Division presentation at the October 13, 2020 Council meeting.**

Neighborhood Services Manager Andrew Kloefkorn stated the Senior Neighborhood Services Officer responded to certain properties given to them by the City Manager. He stated the costs for parking signs on private property are \$154.00 each and they have identified a line item from where to pay for them. He stated the City Attorney has concerns about using public funds on private property but staff is ready to move forward. There was discussion on the purpose of the parking signs to deter parking of trucks and trailers, the wording on the signs, getting permission from property owners on placing the signs, the Police Department's ability to cite vehicle owners and the Neighborhood Services Division to cite the property owners, the verbiage on the signs, and enforcement of the ordinance, including that the City has the ability to do so without signage.

Mr. Kloefkorn stated in speaking with the City Attorney, the City does have a mechanism to require property owners to drain swimming pools and would work similar to the notice of abatement. There was discussion on updating the ordinance for swimming pools and determining what other cities do; donation bins; including the minimum fine on Notice of Violations; signatures on citations; Tarrant Appraisal Districts timeline in updating property owner information; Neighborhood Services Division staffing; and technology. Council was of the consensus to postpone this item and move it to a future Council meeting.

Mayor Boyter adjourned the Work Session at approximately 7:23 p.m.

### **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 551.072, to deliberate the purchase, exchange, lease or value of real property - Purchase - Joseph W Shaklee Survey, Abstract 1390, Tracts 2A01 and 2B.**
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations – discussion on the Economic Development Program Agreement pursuant to Chapter 380 of the Texas Local Government Code regarding Lot 2 Stonegate Shopping Center Addition.**

Council convened into Executive Session pursuant to Texas Government Code Section 551.072, to deliberate the purchase, exchange, lease or value of real property - Purchase - Joseph W Shaklee Survey, Abstract 1390, Tracts 2A01 and 2B, and Section 551.087, deliberation regarding economic development negotiations – discussion on the Economic Development Program Agreement pursuant to Chapter 380 of the Texas Local Government Code regarding Lot 2 Stonegate Shopping Center Addition, at 7:26 p.m.

## **Council Minutes November 10, 2020**

Council reconvened from Executive Session at 7:28 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 7:45 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.

### **OPEN FORUM**

Nobody signed up to speak during Open Forum.

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

City Manager Jimmy Stathatos presented an overview of the items on the consent agenda.

Motioned by Councilmember Sartor, seconded by Councilmember Burnett, to approve the following items by consent: 1, 2, 3, 4 and 5.

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

- 1. Consider approval of the following City Council minutes:**
  - a) October 20, 2020 work session**
  - b) October 27, 2020 regular session**

This item was approved by consent.

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

This item was approved by consent.

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

This item was approved by consent.

- 4. Consider a resolution authorizing the City Manager to approve the FY 20-21 payment to the Northeast Transportation Services Urban Transit District, in the amount of \$73,230, for operation of an on-demand transportation service.**

## **Council Minutes November 10, 2020**

This item was approved by consent.

- 5. Consider a resolution authorizing the City Manager to purchase a Caterpillar Backhoe Loader, Model 420 C4E through Holt CAT, in the amount of \$91,250.17, utilizing the Buyboard Cooperative Purchasing agreement.**

This item was approved by consent.

### **PERSONS TO BE HEARD**

- 6. The following individual has requested to speak to the Council tonight under Persons to be Heard:**
  - a) Mike Hathaway, 4220 McKibben Street Apartment C, Haltom City, TX 76117 – Request to speak to Council to present ONSTAGE's plans for the holiday season and an update on their plans for the 2021 season.**

Mr. Hathaway was unable to attend the meeting. Mayor Boyter read an email from Mr. Hathaway that stated ONSTAGE would not offer productions this year out of an abundance of caution due to COVID-19. They partnered with Arts DFW for an interactive online murder mystery as a fundraiser for both organizations, and have adapted their annual story time with Santa Claus as a virtual event. For 2021, they are in the process of creating a full season of plays and they will take precautions with rehearsals.

### **NEW BUSINESS**

- 7. Public hearing and consider an ordinance to rezone Block 1, Lot 1A, Forest Ridge Plaza, located at 1520 Airport Freeway, Bedford, Texas from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Package Liquor Stores (H/SUP), specific to 3.2.C(6)j of the City of Bedford Zoning Ordinance, allowing for Spec's Wine, Liquor & Beer to operate a liquor store; providing for the amendment of the Official Zoning Map to reflect such changes; providing that this ordinance shall be cumulative of all ordinances; providing for a penalty for violations hereof; providing a savings clause; providing a severability clause; and providing an effective date. The property is generally located south of Airport Freeway and west of Forest Ridge Drive. (PZ-SUP-2020-50111)**

Planning Consultant Jay Narayana presented information regarding this item. She stated the property is at the southwest corner of Forest Ridge Drive and State Highway 121 at the location of a former Luby's restaurant. The adjoining properties are commercial, with the highway to the north. She displayed the site plan, including the approximately 4,000 square foot addition to the front of the existing building. She stated there is no landscape buffer along part of the frontage road as there is not enough room due to the highway, which is a variance to the City's ordinance. The applicant will add landscaping closer to the intersection by taking out a row of parking. She felt the applicant is trying to meet the intent of the ordinance. Based on requests from the Planning and Zoning Commission, the applicant is adding decorative pavers to the entrances to the site, moving the trash dumpster to the southwest corner of the site, and moving the cross access easement in front of the building and farther away from Forest Ridge Drive. There was discussion on the changes to the site plan being based on concerns of the adjacent property owner. In response to a question from Council, Ms. Narayan stated the easement would be part of the plat

## **Council Minutes November 10, 2020**

for the property but the physical connection would not be made until the property to the south is redeveloped. There was discussion on a request for additional screening between Spec's and the neighboring property.

The applicant, John McClure with McClure Partners, stated they are unable to add any additional screening at the head-in parking spaces as there is only approximately two feet of room from the back of the curb and the property line.

There was discussion on a drive-through window on the south side of the building, which is left over from the Luby's restaurant and will not be used.

Mayor Boyter opened the public hearing at 8:03 p.m.

City Secretary Michael Wells read the following comments:

Alison Stalder, 821 Cardinal Circle, Bedford – Ms. Stadler stated the former Luby's and Fuddruckers locations are too close to residential neighborhoods and so was not in favor of the two possible locations. She asked if there were no appropriate spaces available in the shopping center at Central Drive and State Highway 183 or other shopping centers.

Elisabeth Hall, 1201 Shirley Way, Bedford – Ms. Hall asked Council to reconsider the re-zoning request as it is very close to a residential area, in which she recently bought a house. She believed it would likely negatively affect the neighborhood's home values and possibly be a nuisance for residents, and the patients and employees at the neighboring dialysis clinic. She felt a liquor store would be better located further away from a residential area, as well as clinics or schools. She believed that when the citizens of Bedford voted yes on the proposition to allow liquor stores, they were under the assumption that the stores would be in solely commercial locations, not right next to residential neighborhoods

Vasily Hall, 1201 Shirley Way, Bedford – Mr. Hall wrote in opposition to liquor stores to be constructed in such a close vicinity to his residence, due to potential mischief.

Kari Vanhoozer, 1824 Lexington Place, Bedford – Ms. Vanhoozer was concerned about the potential proximity of liquor stores to one another. She stated one thing that sets Bedford apart is that it did not allow liquor sales while still allowing wine and beer sales. She was suspicious of the amount of money involved in getting liquor stores approved in Bedford, including the hired Political Action Committee company that canvassed the City for signatures to put the proposition on the ballot and the "vote YES" signs in the color and font of Spec's. She agreed the proposition should have been on the ballot but disagreed in the concealed wording that did not clarify the sale of liquor. She hoped the City Council would represent her in their decisions to cautiously approve permits for liquor stores and be forthright with the public so the community can reject potential locations.

There was discussion on liquor stores only being permitted in along the State Highway 183 corridor, which would have the least effect on neighborhoods and has higher standards.

Mayor Boyter closed the public hearing at 8:08 p.m.

Motioned by Councilmember Sabol, seconded by Councilmember Culver, to approve an ordinance to rezone Block 1, Lot 1A, Forest Ridge Plaza, located at 1520 Airport Freeway,

## **Council Minutes November 10, 2020**

Bedford, Texas from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Package Liquor Stores (H/SUP), specific to 3.2.C(6)j of the City of Bedford Zoning Ordinance, allowing for Spec's Wine, Liquor & Beer to operate a liquor store; providing for the amendment of the Official Zoning Map to reflect such changes; providing that this ordinance shall be cumulative of all ordinances; providing for a penalty for violations hereof; providing a savings clause; providing a severability clause; and providing an effective date. The property is generally located south of Airport Freeway and west of Forest Ridge Drive. (PZ-SUP-2020-50111)

Motion approved 5-0-1. Mayor Boyter declared the motion carried.

Voting in support of the motion: Mayor Boyter, Councilmember Sartor, Councilmember Cogan, Councilmember Sabol and Councilmember Culver.

Abstaining from voting: Councilmember Burnett

There was discussion on the community driven petition to allow liquor stores, including Councilmember Burnett's involvement and his reasoning for abstaining from the vote as to not adversely influence this item.

- 8. Consider a resolution of the City Council of the City of Bedford, Texas to receive and accept as true and correct the canvassed voting results for the Special Election held on November 3, 2020 for the legal sale of all alcoholic beverages including mixed beverages, as presented by the City Secretary.**

The final results were not available in time for action at the meeting. This item will be presented at a future Council meeting.

- 9. Consider a resolution appointing members to serve on a Consultant Selection Committee to review and evaluate the responses to the Request For Qualifications for the performing arts center at the Old Bedford School.**

Interim Capital Projects Director Kelly Snook presented information regarding this item, which is to appoint members to serve on the Consultant Selection Committee, which will select the architectural team to develop plans and specifications for the performing arts center at the Old Bedford School. Council discussed the Council Members and staff to be appointed to the Committee. Council was of the consensus to put Mayor Boyter, Councilmember Sabol, Ms. Snook, Ms. Hartnett and City Engineer Cheryl Taylor on the Committee.

Motioned by Councilmember Culver, seconded by Councilmember Cogan, to approve a resolution appointing members as discussed to serve on a Consultant Selection Committee to review and evaluate the responses to the Request For Qualifications for the performing arts center at the Old Bedford School.

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

### **10. Mayor/Council Member Reports**

No reports were given.

### **11. Report on most recent meeting of the following Boards and Commissions.**

**Council Minutes November 10, 2020**

No reports were given.

**12. City Manager/Staff Reports**

No report was given.

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

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

**ADJOURNMENT**

Mayor Boyter adjourned the meeting at 8:21 p.m.

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Michael Boyter, Mayor

ATTEST:

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Michael Wells, City Secretary

## **Council Minutes November 17, 2020**

**STATE OF TEXAS                §**

**COUNTY OF TARRANT       §**

**CITY OF BEDFORD           §**

**The City Council of the City of Bedford, Texas, met in Special Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 17th day of November, 2020 with the following members present:**

Michael Boyter (via videoconference)	Mayor
Tom Burnett	Councilmembers
Ruth Culver	
Rob Gagliardi (via videoconference)	
Rusty Sartor	

constituting a quorum.

Councilmembers Cogan and Sabol were absent from the meeting.

Staff present included:

Jimmy Stathatos	City Manager
Michael Wells	City Secretary

### **SPECIAL SESSION**

The Special Session began at 5:45 p.m.

### **CALL TO ORDER**

Mayor Boyter called the meeting to order.

### **OPEN FORUM**

Nobody signed up to speak during Open Forum.

- 1. Consider a resolution of the City Council of the City of Bedford, Texas to receive and accept as true and correct the canvassed voting results for the Special Election held on November 3, 2020 for the legal sale of all alcoholic beverages including mixed beverages, as presented by the City Secretary.**

City Secretary Michael Wells presented information regarding this item. He stated there were a total of 24,111 votes on the proposition for the legal sale of all alcoholic beverages including mixed beverages, with 2,245 absentee voters, 19,549 early voters, and 2,317 election day voters. The results were 19,403 for and 4,708 against the proposition. He stated pursuant to Section 501.151 of the Texas Election Code, the sale of all alcoholic beverages including mixed beverages would be legal in the City upon approval of the resolution.

Motioned by Councilmember Burnett, seconded by Councilmember Gagliardi, to approve a resolution of the City Council of the City of Bedford, Texas to receive and accept as true and

## **Council Minutes November 17, 2020**

correct the canvassed voting results for the Special Election held on November 3, 2020 for the legal sale of all alcoholic beverages including mixed beverages, as presented by the City Secretary.

Motion approved 5-0-0. Mayor Boyter declared the motion carried.

### **ADJOURNMENT**

Mayor Boyter adjourned the Special Session at 5:49 p.m.

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Michael Boyter, Mayor

ATTEST:

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Michael Wells, City Secretary



## **Council Minutes November 24, 2020**

**STATE OF TEXAS                §**

**COUNTY OF TARRANT       §**

**CITY OF BEDFORD           §**

**The City Council of the City of Bedford, Texas, met in Work Session via teleconference at 5:30 p.m. via videoconference, on the 24th day of November, 2020 with the following members present:**

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

Mayor  
Councilmembers

constituting a quorum.

Staff present included:

Jimmy Stathatos  
Cliff Blackwell  
Michael Wells  
Staci Cervini  
Jeff Florey  
Natalie Foster  
Wendy Hartnett  
Maria Joyner  
Kenny Overstreet  
David Smyth  
Scott Tedford

City Manager  
Assistant City Manager  
City Secretary  
Public Works Office Manager  
Communications Specialist  
Public Information Officer  
Special Events Manager  
Finance Director  
Public Works Director  
Field Operations Manager  
Assistant Public Works Director

### **WORK SESSION**

#### **1. Discussion on proposed Street Improvement Economic Development Corporation road projects.**

Mayor Boyter stated this item is for discussion only as the Street Improvement Economic Development Corporation (SIEDC) Board has not yet acted on making recommendations regarding projects. Assistant City Manager Cliff Blackwell stated the SIEDC fund became free of debt service and the SIEDC Board recommended a cash financing program to pay for street improvements over a five-year period, based on the Fugro street assessment report. The SIEDC Board recently decided to reevaluate street projects as the major thoroughfares were not being affected. They wanted to discuss and make recommendations to Council about possibly issuing debt for major roadway improvements. Mr. Blackwell presented information on the timelines for the street improvement projects, including engineering, and the various methods for improvements, including mill and overlays, crack sealing, reclamations, or total rebuilds. Mr. Blackwell presented information on the costs for the street improvements, including for the

## **Council Minutes November 24, 2020**

remaining streets with the lowest Pavement Condition Index (PCI) scores at approximately \$4,800,000. He stated the streets with the lowest PCI score do not have time constraints for engineering or water and sewer line replacement. He discussed an option to break up the entire list of street improvements, totaling approximately \$23,500,000, per year. The SIEDC board will discuss in January their approach to the street improvement projects, including how much they want to finance through debt.

There was discussion on how street improvements are funded; the impact on the SIEDC Fund by staggering debt payments; the Fugro assessment, including the estimated cost of approximately \$100,000,000 to improve every street to a PCI rating of 70; that there would be no new tax to the residents for issuing debt through the SIEDC; the relevancy of the costs in the Fugro report due to its age, including that seven percent inflation was built into the costs; that street assessments should be completed every five years; and the number of projects from the Fugro report that have been completed.

### **2. Discussion on developing a communication plan to publicize Street Economic Development road projects.**

Public Information Officer Natalie Foster presented information regarding this item. She stated the goal of the plan is to communicate closures, notices, and successes in a timely, accurate, and easily accessible manner. Current actions include alerts on the City's website, postings on social media, doorhangers for scheduled projects and outages, robocalls using the City's mass notification system for major projects or emergency closures, and utilizing the City's portable signs. Items being worked on include revamping the Public Works website to include pages for SIEDC and other projects, posting major project completions and successes on the front page of the City's website, utilizing press releases to highlight successes, and asking employees in the field to take more photos. Possible future items include utilizing maps to explain project lines, street closures and affected areas; creating more before/after project updates with pictures and videos; a marketing campaign to encourage residents to subscribe to website alerts; and advertising longer and bigger projects on the back of the water bill and/or in the Bedford Connection.

There was discussion on the process for issuing bonds on SIEDC projects; including a link for frequently asked questions on the City's website; utilizing social media and the "Talk Bedford" segment to advertise projects; answering comments and questions on Facebook; informing residents how to opt in to the City's mass notification system with their cellphones; and monitoring social media outlets and responding to citizens in a timely manner.

### **3. Discussion on developing solutions to audio/visual issues in the Council Chambers.**

Communications Specialist Jeff Florey discussed past audio/visual (A/V) work performed in the Council Chambers and proposals to address current A/V issues. He discussed updating A/V components in the Chamber, as well as those for the City's Public, Educational, and Governmental (PEG) channel and web streaming. He further discussed improving the software for videoconferencing and streaming and integrating it into the City's system. The one quote he was able to receive before the meeting totaled approximately \$58,000. Mr. Florey discussed issues related to the overhead lights in the Chambers for installing new sound measures such as an overhead microphone system. There was discussion on the PEG Fund, including its purpose and balance of approximately \$850,000; making major overhauls to the Chambers; and installing larger monitors in the Chambers.

## **Council Minutes November 24, 2020**

### **4. Update on the Bedford Connection.**

Mr. Florey presented information regarding this item. He stated that past Bedford Connection magazines were issued in the spring, summer and fall/winter, and were printed and mailed by an outside company. The print version was ended in the spring of 2019 by request of the Council to save money and was moved to a completely digital version, which did not get a lot of readership. A one-page Bedford Connection water bill insert was started in August 2020 as COVID-19 continued and includes a general newsletter and coupons. This version is mailed to approximately 15,000 water customers, delivered by staff to apartment complexes, hotels, and City facilities, and handed out at events. Mr. Florey discussed a proposal to mail the one-page version to every resident and business in the City through the United States Postal Service (USPS), which would include 24,868 deliveries at cost of 16.4 cents per piece, with the printing of the Connection being done in-house. He also discussed a proposal for the printing to be done through a third-party but recommended using the USPS option. Mr. Florey asked Council what size of Connection they wanted issued and recommended starting small. He further asked how often it should be issued, which he recommended doing monthly, and what kind of content Council wanted to include.

There was discussion on including information on street and other Public Work projects, code updates, and special events; letting the content determine the size of the Connection; driving communication to the City's social media sites and website; what other cities are doing; determining what to include in the Connection; updating the City's website to be more vibrant and interactive; improving digital infiltration; the various social media platforms; doing test runs of the Connection to determine size and costs; and issues related to having coupons on the back of the Connection in the water bill inserts.

### **5. Discussion on the Bedford Blues & BBQ Festival.**

Special Events Manager Wendy Hartnett presented a recap of the 2019 Blues & BBQ Festival, as well as a history of the event, branding, sponsorships, resources, and staff engagement. She stated the event is paid from the hotel/motel occupancy tax. There was discussion on cost recovery and the event being created and run by staff. Ms. Hartnett asked Council whether the goal of the event is to recover costs or bring notoriety to Bedford.

There was discussion on whether the focus of the event was the blues or the barbecue; competing events in October; the failure of an earlier attempt to move the event to October and changing the music; changing the genre of music; making barbecue the anchor or sole focus of the event; the different types of music being performed at the event outside of the blues; rescheduling the event due to the heat; the title "Blues" possibly being limiting; monitoring attendance and its impact on revenue and sponsorships; sponsorship fees; vendor revenues being based on the honor system; advertising and promotion; and quantifying whether the event increased tourism. There was further discussion on Council's interest in continuing an annual event to draw attention to the City; Council's goal and objective for such event, and determining the event itself and how to maximize it; reducing the number of days for the event; highlighting Bedford businesses; the barbecue competition; the impact of Bedford Commons and the Generations Park construction; flexibility on conducting the event; financing due to restrictions on the use of the hotel/motel occupancy tax; and staff coming back to Council with recommendations for the event moving forward. Council was of the consensus to continue with an annual event.

### **6. Discussion on unissued debt from bond packages.**

Mr. Blackwell presented information regarding this item. He asked about Council's desire to take

## **Council Minutes November 24, 2020**

advantage of bonds that were already authorized in terms of general obligation debt versus the unissued balances. He presented an overview of the propositions on bond elections in 1995 and 2001, including unissued balances totaling approximately \$6,600,000. He discussed the process to issue the bonds. He further discussed debt service, including the possibility of separate schedules for bonds supported by the SIEDC for street improvement projects and another for remaining projects supported by the property tax. There was discussion on the reasoning for the bonds not being issued since the elections; the necessity that the bonds be used for their original voter-approved intent; utilizing remaining debt proceeds; the process for removing the bonds from the City's books; and staff coming back to Council with recommendations after the next SIEDC board meeting.

### **7. Discussion on a proposal to have a third party re-write subdivision regulations for consistency.**

City Manager Jimmy Stathatos stated per Council direction, he contacted Freese and Nichols to examine the City's subdivision regulations due to inconsistencies and outdated language. He asked Council their desire for Freese and Nichols to also examine the City's Master Plan. Council was of the consensus for the company to also examine the Master Plan.

### **ADJOURNMENT**

Mayor Boyter adjourned the Work Session at 8:54 p.m.

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Michael Boyter, Mayor

ATTEST:

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Michael Wells, City Secretary



# Council Agenda Background

**PRESENTER:** Jimmy Stathatos, City Manager

**DATE:** 12/08/20

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

**ITEM:**

Consider an ordinance repealing Ordinance No. 2223, as codified in Article I, Section 2-1 of the City of Bedford Code of Ordinances, in its entirety; containing a savings clause; repealing all ordinances in conflict herewith; and establishing an effective date.

**City Attorney Review:** Yes

**SUMMARY:**

This item is to repeal Ordinance No. 2223, passed by the City Council on February 28, 1995, which approved the organizational chart for the City of Bedford.

**BACKGROUND:**

Ordinance No. 2223, passed by the City Council on February 28, 1995, approved an organizational chart for the City of Bedford, specifically for the creation of an Administrative Services Department and Leisure Services Department. In a Charter Election held in 2008, Section 2.12 of the Charter, which authorized the Council, upon recommendation of the City Manager, to create, change and abolish offices, departments or agencies, was repealed.

If approved, this item would repeal Ordinance No. 2223, as codified in Article I, Section 2-1 of the Code of Ordinances, and the City Manager would be authorized to establish and revise the organizational chart. The chart would be available upon request and included in the annual Program of Services.

A survey of neighboring cities, including Hurst, Euless, Colleyville, Grapevine, Southlake, North Richland Hills, Irving, and Haltom City, shows that none of their respective City Councils approve the organizational chart.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of an ordinance repealing Ordinance No. 2223, as codified in Article I, Section 2-1 of the City of Bedford Code of Ordinances, in its entirety; containing a savings clause; repealing all ordinances in conflict herewith; and establishing an effective date.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Ordinance  
Ordinance No. 2223

**ORDINANCE NO. 2020-**

**AN ORDINANCE REPEALING ORDINANCE NO. 2223, AS CODIFIED IN ARTICLE I, SECTION 2-1 OF THE CITY OF BEDFORD CODE OF ORDINANCES, IN ITS ENTIRETY; CONTAINING A SAVINGS CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS, the City Manager may establish and revise the organizational chart for all City departments; and,**

**WHEREAS, the organizational chart shall be available for review upon request.**

**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 Ordinance No. 2223, as codified in Article I, Section 2-1 of the City of Bedford Code of Ordinances, is hereby repealed in its entirety.**

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

**SECTION 4. That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Bedford, and shall not operate to repeal or affect any of such other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed**

**SECTION 5. That this ordinance shall take effect immediately from and after its passage in accordance with the laws of the State of Texas and the Charter of the City of Bedford**

**PRESENTED AND PASSED this 8th day of December 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**

**APPROVED AS TO FORM:**

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

**ORDINANCE NO. 2223**

**AN ORDINANCE ESTABLISHING AN ORGANIZATIONAL CHART FOR THE CITY OF BEDFORD; CONTAINING A SAVINGS CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND TO BECOME EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION.**

**WHEREAS, the City Council may establish departments with the recommendation of the City Manager; and**

**WHEREAS, the City Manager has recommended the organizational chart of the City be changed.**

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

**SECTION 1: That the organizational chart and administration operations of the city shall be as shown on the attached Exhibit "A" which is incorporated herein as if fully set out.**

**SECTION 2: That it is not the intent of this Ordinance to change the name of any department listed in the charter but only to establish an organizational structure.**

**SECTION 3: That any departments listed in the charter but not included on Exhibit "A" shall be under the direct supervision of the City Manager.**

**SECTION 4: That all ordinances or parts of ordinances insofar as they are inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of any conflict.**

**SECTION 5: That in the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.**

**SECTION 6: That this Ordinance shall become effective from and after its passage, approval and publication.**

**Passed and Approved by the City Council of the City of Bedford, Texas on First Reading this the 28th day of February, 1995 by a vote of 7 ayes, 0 nays, 0 abstentions.**

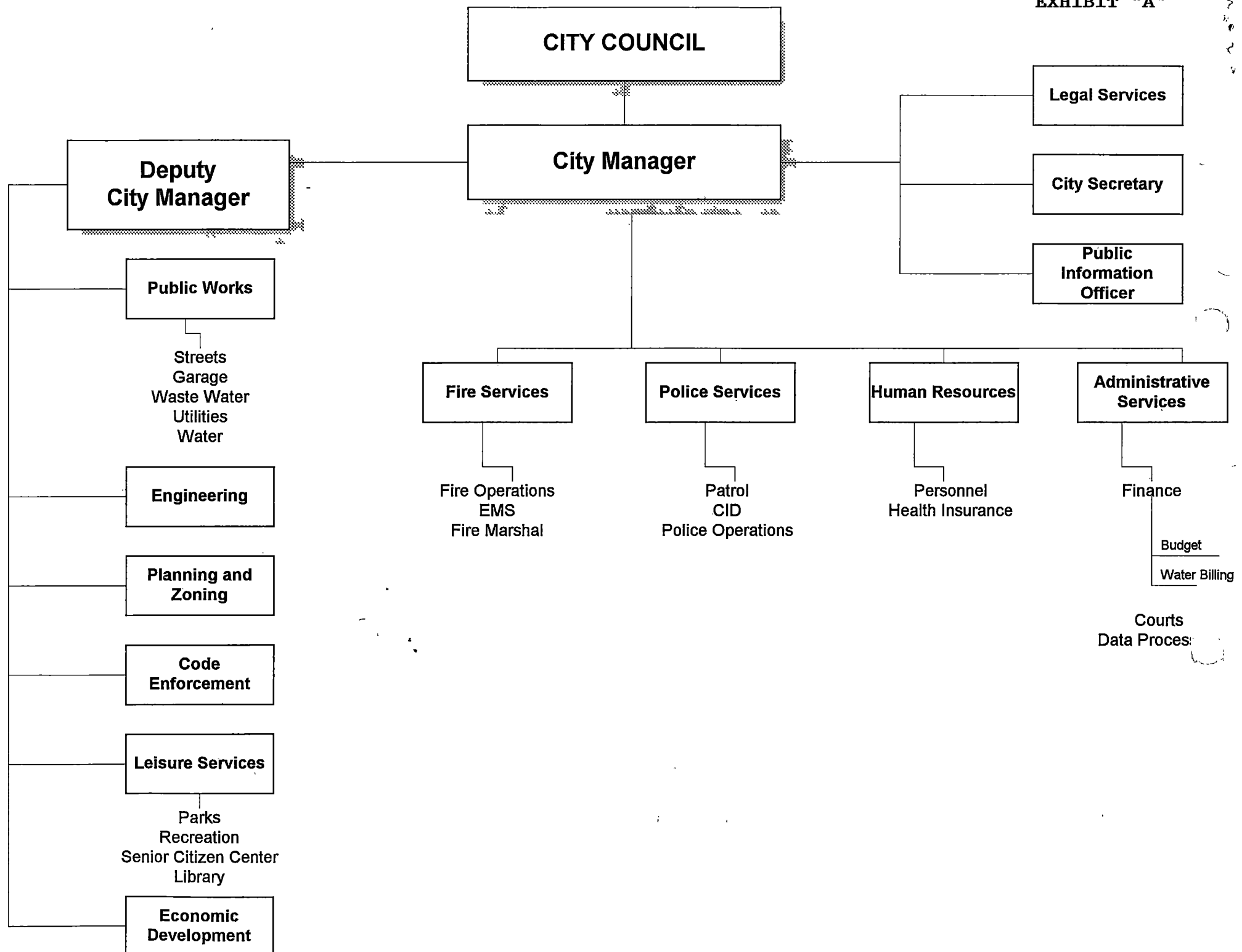
  
\_\_\_\_\_  
R.D. Hurt, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Rita Frick, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
R. Clayton Hutchins







# Council Agenda Background

**PRESENTER:** Kenneth Overstreet, Public Works Director

**DATE:** 12/08/20

**Council Mission Area:** Protect the vitality of neighborhoods.

## **ITEM:**

Consider a resolution authorizing the City Manager to enter into an agreement with Manning Concrete Sawing, utilizing the City of Grapevine's annual contract for concrete services, through the Master Interlocal Cooperative Purchasing Agreement, in an amount not to exceed \$500,000, for the 2021 Concrete Sidewalk, Accessibility Ramps, Concrete Street Panels, Driveway, and Curb and Gutter Reconstruction at Various Locations Project.

**City Attorney Review:** Yes

## **SUMMARY:**

This item is to request authorization to enter into an agreement with Manning Concrete Sawing, in an amount not to exceed \$500,000, for the 2021 Concrete Sidewalk, Accessibility Ramps, Concrete Street Panels, Driveway and Curb and Gutter Reconstruction at Various Locations Project.

## **BACKGROUND:**

Concrete street panels, sidewalks, accessibility ramps, curbs, and gutters at various locations throughout the City are in need of repair. Staff and property owners have identified these areas of concern. The severity of the concrete damage, combined with a ranking scale performed by City staff, determines the level of priority for repairs. A repair list was developed based on areas of concern.

A majority of concrete and asphalt repairs are performed by two crews within the Public Works Street Division. The repair of streets and sidewalks, due to water and sanitary sewer repairs, encompass a large portion of the workload performed by the Street Division employees. With an increased list of identified repairs and a continuous repair workload, the Street Division is faced with demands that continue to grow. The ability to enlist the assistance of a contractor allows the City to work towards minimizing the identified repairs, and allows for day-to-day operations to continue seamlessly.

Staff proposes utilizing the City of Grapevine's annual contract for concrete services with Manning Concrete Sawing for the 2021 Concrete Sidewalk, Accessibility Ramps, Concrete Street Panels, Driveway and Curb and Gutter Reconstruction at Various Locations Project, through the Master Interlocal Cooperative Purchasing agreement.

This project was included in the overall budget approved by the Street Economic Development Corporation (SIEDC) in October 2020 and included in the FY 2020/2021 budget. If approved, \$450,000 will be paid from the FY 2020/2021 SIEDC contract labor budget and \$50,000 will be paid from the Water Fund.

## **RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an agreement with Manning Concrete Sawing, utilizing the City of Grapevine's annual contract for concrete services, through the Master Interlocal Cooperative Purchasing agreement, in an amount not to exceed \$500,000, for the 2021 Concrete Sidewalk, Accessibility Ramps, Concrete Street Panels, Driveway, and Curb and Gutter Reconstruction at Various Locations Project.

**FISCAL IMPACT:**

FY 2020/2021 SIEDC Budget: \$450,000  
Water Fund: \$50,000  
Not to Exceed Amount: \$500,000

**ATTACHMENTS:**

Resolution  
Manning Concrete Sawing Agreement  
City of Grapevine Annual Contract  
Interlocal Agreement

**RESOLUTION NO. 2020-**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MANNING CONCRETE SAWING, UTILIZING THE CITY OF GRAPEVINE'S ANNUAL CONTRACT FOR CONCRETE SERVICES, THROUGH THE MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT, IN AN AMOUNT NOT TO EXCEED \$500,000, FOR THE 2021 CONCRETE SIDEWALK, ACCESSIBILITY RAMPS, CONCRETE STREET PANELS, DRIVEWAY, AND CURB AND GUTTER RECONSTRUCTION AT VARIOUS LOCATIONS PROJECT.**

**WHEREAS, the City Council of Bedford, Texas has determined that the purchase of concrete construction services are necessary to be responsive to the needs of the community; and,**

**WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing concrete replacement and repairs to be responsive to the needs of the community.**

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

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

**SECTION 2. That the City Council does hereby authorize the City Manager to contract with Manning Concrete Sawing for miscellaneous concrete repairs and replacement through the Master Interlocal Cooperative Purchasing Agreement, in an amount not to exceed \$500,000.**

**SECTION 4. That this purchase is being completed through an Interlocal Purchasing Agreement with the City of Grapevine, and Grapevine has a current contract with Manning Concrete Sawing.**

**SECTION 3. That funding will come from the Street Improvement Economic Development Corporation Maintenance of Streets and Highways line item and Utility Fund Contract Labor line item.**

**PRESENTED AND PASSED on this 10th day of November 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**

**STATE OF TEXAS** §  
**COUNTY OF TARRANT** §

**AGREEMENT BETWEEN CONTRACTOR AND THE CITY OF BEDFORD TO  
UTILIZE THE CITY OF GRAPEVINE'S INTERLOCAL AGREEMENT FOR  
THE ANNUAL CONTRACT FOR CONCRETE SERVICES 494-2020.**

This Agreement is between Manning Concrete Sawing and the City of Bedford, Texas to utilize the Master Interlocal Cooperative Purchasing Agreement between City of Grapevine and the City of Bedford acting by and through their authorized officers.

**RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS**, this Master Interlocal Cooperative Purchasing Agreement between the City of Grapevine and the City of Bedford was approved by Resolution by the City of Bedford on January 15, 1999; and

**WHEREAS**, the City of Grapevine and Manning Concrete Sawing entered into an Annual Contract for Concrete Services on May 5, 2020

**WHEREAS**, this Master Interlocal Cooperative Purchasing Agreement's Amendment to Price Agreement was executed May 5, 2020; and

**WHEREAS**, the City of Bedford and Manning Concrete Sawing wishes to utilize the current Contract from the City of Grapevine Annual Contract for Concrete Services, through the Master Interlocal Agreement, said Contract being attached hereto as Exhibit “A”; and

**WHEREAS**, this Master Interlocal Cooperative purchasing agreement price agreement was executed on May 5, 2020 and expires May 5, 2022 with four, two-year renewal options being attached hereto as Exhibit “B”; and

**WHEREAS**, the City of Bedford agrees to pay the same unit prices as provided in the City of Grapevine Annual Contract for Concrete Services for a total cost not to exceed the City of Bedford's budgeted amount of \$500,000.00, funded through the Street Improvement, Contract Labor Account (\$450,000.00) and Waterworks Utility Fund, Contract Labor Account (\$50,000.00); and

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

## **ARTICLE I PURPOSE**

The purpose of this agreement is to utilize the City of Grapevines Contract for Services Price agreement with Manning Concrete Sawing, for miscellaneous concrete construction and replacement through the City of Bedford Master Interlocal Agreement.

## **ARTICLE II TERM**

The term of this Agreement shall expire on May 5, 2022, commencing on the City of Grapevine's Annual Contract for Concrete Services (494-2020), with four two-year renewal options under the terms and conditions of the Contract (494-2020). Any increases are subject to compliance with the CONTRACT PRICING section of the City of Grapevine Annual Contract for Concrete Services. A copy of any executed extensions shall be kept on file with the City of Bedford's City Secretary; and

## **ARTICLE III TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

## **ARTICLE IV MISCELLANEOUS**

5.1 **Relationship of Parties**: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice**: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment**: This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability**: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law**: The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Tarrant County, Texas.

5.6 **Entire Agreement**: This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals**: The recitals to this Agreement are incorporated herein.

5.8 **Counterparts**: This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties' action under authority of their respective governing bodies has caused this Agreement to be executed and effective as of the last date written below.

**CONTRACTOR**

Manning Concrete Sawing

**CITY OF BEDFORD, TEXAS**

\_\_\_\_\_  
Henry Franklin Manning  
President

\_\_\_\_\_  
Jimmy Stathatos  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
CITY ATTORNEY

## **Annual Contract Sale of Services**

This agreement is made between the City of Grapevine, Texas, 200 S. Main St., Grapevine, Tarrant County, Texas, in this agreement referred to as Buyer, and Manning Concrete located at PO Box 123566, Fort Worth, Tarrant County, Texas, in this agreement referred to as Seller.

### **SECTION ONE: DESCRIPTION OF SERVICES TO BE RENDERED:**

The services provided under this agreement are described as an Annual Contract for Concrete Services as listed in the pricing and under the specifications of RFB 494-2020 as issued and approved by the City of Grapevine, Texas. The Seller shall provide all labor, material and services necessary at a high standard to provide these services as agreed to by the Buyer and Seller.

The award for this contract is non-exclusive.

### **SECTION TWO: TERM OF CONTRACT**

The contract term shall begin on April 22, 2020 and end on April 21, 2022.

### **SECTION THREE: OPTION TO RENEW**

This contract contains four two-year renewal options. Renewal options (if any) shall be in accordance with the specified in section Two of this this agreement. If approved, the agreement shall renew by written notification of the Seller to the Buyer that the Seller will renew the contract for the next renewal period and a new blanket Purchase Order will be issued. The Seller shall have the right to decline in writing any request by the Buyer to renew the contract. The Buyer shall have the right to decline any offer made by the Seller to renew the contract.

### **SECTION FOUR: OPTION TO TERMINATE AGREEMENT**

The Buyer and Seller will have the right and option to terminate the agreement for any reason upon thirty days written notice. Should the Seller, for any reason, not be able to perform the services described in this contract the Buyer shall have the right to cancel the agreement immediately and purchase the services from the best available source.

### **SECTION FIVE: BLANKET ORDER FOR THE SALE OF SERVICES**

Buyer shall order the services awarded per the blanket Purchase Order on a non-exclusive, "as needed", basis. Orders placed by the Buyer will be done so utilizing contract releases. New blanket Purchase Orders will be issued for each optional renewal period.

### **SECTION SIX: ANNUAL PRICING AGREEMENT**

This agreement will contain a fixed pricing structure for the term of the agreement. All pricing shall remain firm during each contract or renewal period. If allowed by the terms of the original RFB, a price re-determination may be considered at the end of each renewal period. Any price adjustment requests must be accompanied by written support for the increase requested and must be approved in writing by the Buyer. If a price re-determination was not allowed under the original solicitation, then all pricing must remain firm during the original contract period and any renewal period. It is understood that quantities listed in the original solicitation or any subsequent document/s issued as an attachment to this contract are estimates and are NOT a commitment to buy any specific quantity.

**SECTION SEVEN: SELLERS OBLIGATIONS**

The Seller shall fully and timely provide all services ordered on an as needed basis and as described in the pricing attachment to this agreement and in the Sellers offer in strict accordance with the terms, covenants, and conditions of the RFB that shall be a part of this contract. Deliverables shall be made in accordance with all applicable Federal, State, and local laws, rules, and regulations.

**SECTION EIGHT: SELLER TO DETAIL SERVICES**

The Seller shall deliver services in accordance with good commercial practice and shall include a detailed description of the services rendered with each invoice submitted.

**SECTION NINE: TITLE & RISK OF LOSS**

Title to and risk of loss of the deliverables shall pass to the Buyer only when the Buyer actually receives and accepts the deliverables.

**SECTION TEN: DELIVERY TERMS AND TRANSPORTATION CHARGES**

Should deliverables NOT be required under this agreement then this section does not apply. Deliverables shall be shipped F.O.B. point of delivery and within the delivery lead times offered in RFB. The Seller's price shall be deemed to include all delivery and transportation charges. The Buyer shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be as specified by the requesting department.

**SECTION ELEVEN: RIGHT OF INSPECTION AND REJECTION**

The Buyer expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables

**SECTION TWELVE: INVOICES**

The Seller shall submit separate invoices per purchase after each service delivery. If partial shipments or deliveries are authorized by the Buyer, a separate invoice must be sent for each shipment or delivery made. All invoices must indicate the purchase order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Unless otherwise instructed in writing, the Buyer may rely on the remittance address specified on the Seller's invoice. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The Buyer will furnish a tax exemption certificate upon request.

**SECTION THIRTEEN: PAYMENT ON RECEIPT**

Buyer shall make payment for the services at the time when, and at the place where, the services are received by Buyer. All proper invoices received by the Buyer will be paid within thirty days of the Buyer's receipt of the services or of the invoice, whichever is later. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the Buyer may withhold payment hereunder, interest shall not accrue until ten days after the grounds for withholding payment have been resolved. If partial shipments or deliveries are authorized by the Buyer, the Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery. The Buyer may withhold or set off the entire payment or part of any payment otherwise due the Seller to such extent as may be necessary on account of: i. delivery of defective or non-conforming deliverables by the



Seller; ii. third party claims, which are not covered by the insurance which the Seller is required to provide, are filed or reasonable evidence indicating probable filing of such claims; iii. failure of the Seller to pay Subcontractors, or for labor, materials or equipment; iv. damage to the property of the Buyer or the Buyer's agents, employees or contractors, which is not covered by insurance required to be provided by the Seller; v. reasonable evidence that the Seller's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; vi. failure of the Seller to submit proper invoices with all required attachments and supporting documentation; or vii. failure of the Seller to comply with any material provision of the Contract Documents. The Buyer's payment obligations are payable only and solely from funds appropriated and available for the purpose of this purchase. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Seller.

#### **SECTION FOURTEEN: RISK OF LOSS**

The risk of loss from any casualty to the services, regardless of the cause, shall be the responsibility of the Seller until the services have been accepted by the Buyer.

#### **SECTION FIFTEEN: WARRANTY OF NO ENCUMBRANCES**

Seller warrants that the services are now free, and that at the time of delivery shall be free from any security interest or other lien or encumbrance.

#### **SECTION SIXTEEN: WARRANTY OF PRICE**

The Seller warrants the prices quoted to the Buyer are no higher than the Seller's current prices on orders by others for like services under similar terms of purchase. The Seller certifies that all prices have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor. In addition to any other remedy available, the Buyer may deduct from any amounts owed to the Buyer, or otherwise recover, any amounts paid for items in excess of the Seller's current prices on orders by others for like services under similar terms of purchase.

#### **SECTION SEVENTEEN: WARRANTY OF TITLE**

Seller warrants that at the time of signing this agreement, Seller neither knows nor has reason to know of the existence of any outstanding title or claim of title hostile to the rights of Seller in the goods.

#### **SECTION EIGHTEEN: RIGHT OF INSPECTION**

Buyer shall have the right to inspect the services on arrival and, within ten business days after delivery, Buyer must give notice to Seller of any claim for damages on account of condition, quality or grade of the services, and Buyer must specify the basis of the claim of Buyer in detail. The failure of Buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by Buyer.

#### **SECTION NINETEEN: DEFAULT**

The Seller shall be in default under the Contract if the Seller (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the contract, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

**SECTION TWENTY: FRAUD**

Fraudulent statements by the Seller during the contract term shall be grounds for the termination of the Contract for cause by the Buyer and may result in legal action.

**SECTION TWENTY-ONE: INDEMNIFICATION**

For the consideration included in the proposal price, Seller shall pay, indemnify, and save harmless, the City, its agents, guests, consultants, invitees, and employees, from all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs, and judgments of every kind and description to which the City, its agents, guests, consultants, invitees, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence, or fault of the contractor and his subcontractors, their agents or employees, committed in connection with this contract, contractor's performance hereof, or of any work performed hereunder.

Seller and his subcontractors shall indemnify and save harmless the City, its agents, or employees and consultants from and against all claims, demands, actions, suits, damages, losses, expenses, costs including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, state, county, or city law, bylaw, ordinance or regulation by the contractor, its agents, trainees, invitees, servants, and employees.

**SECTION TWENTY-TWO: WAIVER OF SUBROGATION**

The Seller and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Grapevine, Texas, its commissioners, partners, officials, directors, officers, agents, and employees and against all other contractors and subcontractors.

**SECTION TWENTY-THREE: NOTICES**

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Seller shall be sent to the address specified in the Seller's Offer, or at such other address as a party may notify the other in writing. Notices to the Buyer shall be addressed to the City of Grapevine at 501 Shady Brook, Room 108, Grapevine, Texas 76051 and marked to the attention of the Purchasing Division.

**SECTION TWENTY-FOUR: JURISDICTION AND VENUE**

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Tarrant County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the Buyer to seek and secure injunctive relief from any competent authority as contemplated herein.

**SECTION TWENTY-FIVE: INVALIDITY**

The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

**SECTION TWENTY-SIX: CLAIMS**

If any claim, demand, suit, or other action is asserted against the Seller which arises under or concerns the Contract, or which could have a material adverse affect on the Seller's ability to perform under the Seller shall give written notice thereof to the City within ten days after receipt of notice by the Seller. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Grapevine City Attorney.

**SECTION TWENTY-SEVEN: DOCUMENTS INCLUDED WITH THIS CONTRACT**

The following documents shall be made a part of and will be included with this contract:

- Blanket Purchase Order
- Bid Pricing

IN WITNESS WHEREOF the parties of these presents have executed this agreement in the year and date first written above

**SELLER**

By Henry Manning Manning Creative & Supply  
 Signature Company Name  
Henry Manning 9536 Santa Monica Dr  
 Typed/Printed Name Company Address  
OWNER H WORTH TX 76116  
 Company Title City State Zip

THE STATE OF TEXAS §

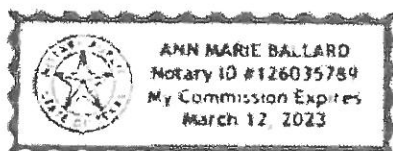
**Seller Acknowledgment**

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared

Henry Manning  
 known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of Manning Creative & Supply Texas corporation, and as owner thereof, and for the purposes and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 6 day of May 2020.



Ann Marie Ballard  
 Notary Public in and For The State of Texas

ANN MARIE BALLARD

Notary's Printed Name

My Commission Expires: March 12, 2023

**BUYER:**

By _____	City of Grapevine
Signature _____	Company Name
<u>Bruno Rumbelow</u>	200 S. Main St.
Typed/Printed Name	Company Address
<u>Asst</u> City Manager	Grapevine, Texas
Company Title	76051
	City State Zip

THE STATE OF TEXAS §

**Buyer Acknowledgement**

COUNTY OF TARRANT §

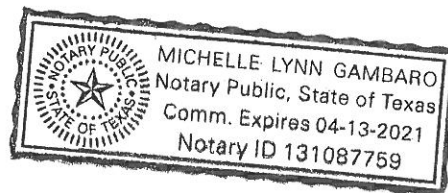
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jennifer Hibbs, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Grapevine, Texas, a Texas municipal corporation, and as Asst. City Manager, thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20 day of May, 2020.

Michelle Lynn Gambaro  
Notary Public In and For The State of Texas

Michelle Lynn Gambaro  
Notary's Printed Name

My Commission Expires: 4/13/2021



## **AN INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING OF GOODS, PRODUCTS AND/OR SERVICES**

This agreement is entered into by and between the cities of signatory to this agreement, all being municipal corporations chartered under the Constitution of the State of Texas, hereinafter referred to as "member cities" each acting through their duly authorized representatives.

WHEREAS, the member cities desire to secure for each city the benefits of cooperative purchasing of goods, products and/or services; and

WHEREAS, this agreement is made under the authority granted by and pursuant to Texas Interlocal Corporation Act, Article 791 of the Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premise and mutual promises contained herein;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Prior to any collective purchases under this agreement, the cities will designate which city shall be responsible for the bidding process for a particular purchase.
2. Member cities agree that all specifications for said items shall be determined in cooperation with members, with final approval with the city responsible for final bid process.
3. Each member shall be responsible for placing orders directly with and payment to the vendor under each contract entered into pursuant to the cooperative purchasing program, and shall be responsible for the vendors compliance with all conditions of delivery and quality of the purchased items. No member shall be obligated to purchase any item merely by virtue of that member approving specifications for said item, or by requesting to be included in an "open" contract for such items.
4. Members shall designate an official representative to act for member in all matters relating to this cooperative purchasing program, including the designation of specific contracts in which the member desires to participate.
5. This agreement shall take effect upon execution by signatories.
6. This agreement shall be in effect from date of execution until terminated by any party to this agreement by written notice to the other parties stating the date of such termination. a minimum of 30 day written notice must be given to terminate agreement.
7. Exhibit "A" will constitute a list of Member Cities.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year each member signs agreement.

City of Bedford

Susan Sharpe  
Signature

Approved as to Form:

[Signature]  
City Attorney

Attest:

[Signature]  
City Secretary

1/15/99  
Date

City Manager  
Title

1-19-99  
Date

1-19-99  
Date

City of Grapevine

[Signature]  
Signature

Approved as to Form:

Matthew Bell  
City Attorney

Attest:

Linda Huff  
City Secretary

2-8-99  
Date

CITY MANAGER  
Title

2-8-99  
Date

2-11-99  
Date



# Council Agenda Background

**PRESENTER:** Kenneth Overstreet, Public Works Director

**DATE:** 12/08/20

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

**ITEM:**

Consider a resolution authorizing the City Manager to enter into an agreement with Stripe-A-Zone, Inc., utilizing the City of Grand Prairie's Pavement Marking Services contract, through the Master Interlocal Cooperative Purchasing Agreement, in the amount of \$150,000, for the 2021 Pavement Markings Services Program.

**City Attorney Review:** Yes

**SUMMARY:**

This item is to request authorization to enter into an agreement with Stripe-A-Zone, Inc., in the amount of \$150,000, for the 2021 Pavement Markings Services Program. The program would include elimination of existing pavement markings, site preparation, and thermoplastic reflectorized pavement markings at various locations.

**BACKGROUND:**

Thermoplastic markings on asphalt and concrete pavement is the preferable application for extreme heat conditions for pavement markings. This type of application lasts longer than traditional paint. The proposed 2021 Pavement Marking Services Program includes eliminating existing pavement markings, site preparation, and thermoplastic reflectorized pavement markings at various locations.

For the 2021 Pavement Markings Services Program, staff is recommending the use of the City of Grand Prairie's Pavement Marking Services contract, through the Master Interlocal Cooperative Purchasing Agreement. Utilization of the contract provides the City of Bedford the benefit of a lower overall cost for the same goods and services as compared to a competitive bid. This project was included in the overall budget recommended by the Street Improvement Economic Development Corporation (SIEDC) and was included in the FY 2020/2021 budget.

The attached Amendment to Price agreement was executed for renewal on July 28, 2020 and will expire on August 16, 2021. The Agreement with the City of Bedford and the contractor allows for the agreement to automatically renew one time, with documentation that the City of Grand Prairie renewed the contract.

If approved, the agreement amount of \$150,000 would be paid from the FY 2020/2021 SIEDC budget.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an agreement with Stripe-A-Zone, Inc., utilizing the City of Grand Prairie's Pavement Marking Services contract, through the Master Interlocal Cooperative Purchasing Agreement, in the amount of \$150,000, for the 2021 Pavement Markings Services Program.



**FISCAL IMPACT:**

FY 2020/2021 SIEDC Budget:	\$150,000.00
Actual Amount:	<u>\$150,000.00</u>
Variance	\$ 0.00

**ATTACHMENTS:**

Resolution  
Agreement  
Grand Prairie's Amendment to Price Agreement

**RESOLUTION NO. 2020-**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH STRIPE-A-ZONE, INC., UTILIZING THE CITY OF GRAND PRAIRIE'S PAVEMENT MARKING SERVICES CONTRACT, THROUGH THE MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT, IN THE AMOUNT OF \$150,000, FOR THE 2021 PAVEMENT MARKINGS SERVICES PROGRAM.**

**WHEREAS, the City Council of Bedford, Texas has determined that new pavement markings are necessary to be responsive to the needs of the community; and,**

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

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

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

**SECTION 2. That the City Manager is authorized to enter into an agreement with Stripe-A-Zone, Inc., utilizing the City of Grand Prairie's Pavement Marking Services contract, through the Master Interlocal Cooperative Purchasing Agreement, in the amount of \$150,000, for the City of Bedford's 2021 Pavement Markings Services Program.**

**SECTION 3. That funding, in the amount of \$150,000, will come from the Fiscal Year 2020/2021 Street Improvement Economic Development Corporation Fund.**

**PRESENTED AND PASSED this 8th day of December 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**

**STATE OF TEXAS** §  
**COUNTY OF TARRANT** §

**AGREEMENT BETWEEN CONTRACTOR AND THE CITY OF BEDFORD TO  
UTILIZE THE CITY OF GRAND PRAIRIE'S INTERLOCAL AGREEMENT  
FOR PAVEMENT MARKING SERVICES.**

This Agreement is between Stripe-A-Zone, Inc. and the City of Bedford, Texas to utilize the Master Interlocal Cooperative Purchasing Agreement between City of Grand Prairie and the City of Bedford acting by and through their authorized officers.

**RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS**, this Master Interlocal Cooperative Purchasing Agreement between the City of Grand Prairie and the City of Bedford was approved by Resolution by the City of Bedford on January 28, 2014; and

**WHEREAS**, the City of Grand Prairie and Stripe-A-Zone. entered into a Contract for Services Price Agreement on July 20, 2016 with four renewal options; and

**WHEREAS**, the City of Bedford and Stripe-A-Zone Inc. wishes to utilize the current Contract from the City of Grand Prairie for the 2020/21 Pavement Marking Services Program, through the Master Interlocal Agreement, said Contract being attached hereto as Exhibit “A”; and

**WHEREAS**, the Master Interlocal Cooperative Purchasing Agreement's Amendment 3 to Price Agreement was executed on August 17, 2020 and expires at midnight on August 16, 2021.

**WHEREAS**, the City of Bedford Agrees to pay the same unit cost for goods and services as the City of Grand Prairie Amendment 3 for pavement marking services for a total cost not to exceed the City of Bedford's budgeted amount of \$150,000.00, and,

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

## **ARTICLE I PURPOSE**

The purpose of this agreement is to utilize the City of Grand Prairie's Contract for Services Price agreement with Stripe-A-Zone Inc., for Pavement Marking Services through the City of Bedford Master Interlocal Agreement.

## **ARTICLE II TERM**

The term of this Agreement shall at midnight on August 16, 2021,

## **ARTICLE III TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

## **ARTICLE IV MISCELLANEOUS**

5.1 **Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Tarrant County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties' action under authority of their respective governing bodies has caused this Agreement to be executed and effective as of the last date written below.

**CONTRACTOR**  
Curtco Inc.

**CITY OF BEDFORD, TEXAS**

\_\_\_\_\_  
David Sargent  
President

\_\_\_\_\_  
Jimmy Stathatos  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
CITY ATTORNEY

**Dept: \*** Purchasing

**Contract ID:** 6471 R2

**For:** Public Works

**Bid Number:** 16113

**Contact Name:** Angi Mize

**Contact Phone: \*** 8262

**Contact Email: \*** amize@gptx.org

**Vendor Name:** Stripe-a-Zone, Inc.

**Vendor Email:** david@stripe-a-zone.com

**Project Name:** Pavement Marking Services (2016)

**Summary** final renewal

**Permanent Retention \***

☐ Yes

☒ No

**Contract Amount**

\$ 474,933.00

**Total Contract Amount over all terms**

\$ 2,322,915.00

**Account #**

**Work Order #**

**Implementation Date**

8/17/2020

**Termination Date**

8/16/2021

**Council Approval Date**

8/16/2016

## Contract Approvals

**Department Manager:**

*Kathleen Mercer*

**Date** 7/17/2020

**City Attorney Signature**

*Megan Mahan*

**Date** 7/17/2020

**City Manager Signature**

*Bill Crotley*

**Date** 7/28/2020

**City Secretary Signature**

*HL Galicia*

**Date** 7/28/2020

AMENDMENT TO PRICE AGREEMENT  
CITY OF GRAND PRAIRIE

STATE OF TEXAS           §  
                                     §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF DALLAS       §

THIS AMENDMENT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY", and **STRIPE-A-ZONE** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide pavement marking services per bid award resulting from vendor's response to RFB #16113, submitted by David Sargent on July 20, 2016; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling \$2,322,915.00 if all extensions were exercised. This Contract was effective as of August 17, 2016, and was to terminate at midnight on August 16, 2017, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and

WHEREAS, Change Order #1 was executed on September 28, 2016 increasing the contract to \$474,933.00 annually for added provisions for TYI and TYII 4" yellow BRK; and

WHEREAS, the first of four available renewal options was executed on July 13, 2016 and extended the term of the contract through August 16, 2018; the second of four available renewal options was executed on July 19, 2018 and extended the term of the contract through August 16, 2019; and the third of four available renewal options was executed on August 20, 2019 and extended the term of the contract through August 16, 2020; and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

1. The parties mutually agree to extend the term of the contract and execute the final of the four available renewal options and extend the contract expiration to midnight on August 16, 2021 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and
2. The estimated annual amount to be paid to VENDOR under such contract shall remain the sum of \$474,933.00, to reflect the contract renewal; and

3. VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be \$1,000,000.00 per occurrence / \$2,000,000 aggregate for general liability and for property damage, and \$1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by VENDOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and Vendor shall provide the City with a copy of any such notice of material change in coverage or cancellation of any such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this agreement. VENDOR shall provide a waiver of subrogation in favor of the CITY on all coverages, and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured and to effectuate any required waiver of subrogation. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract; and
4. This shall constitute an Authorization for extension of price agreement as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

5. NOTICES

All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, email, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the CITY and VENDOR as follows:

CITY:

City of Grand Prairie  
ATTN: Dane Stovall Manager | Public Works Streets  
1821 SH 161, Grand Prairie, TX 75052  
PO Box 534045, Grand Prairie, TX 75053-4045  
Phone 972-237-8256 | Email dstovall@gptx.org

VENDOR:

Stripe-A-Zone  
ATTN: David Sargent, President  
2714 W. Sherman St., Grand Prairie, TX, 75050  
Phone 972-647-2714 | Email david@stripe-a-zone.com



Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or emailed; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by registered or certified mail, return receipt requested, and addressed to such party at the address hereinafter specified. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

7/28/2020

CITY OF GRAND PRAIRIE, TEXAS

STRIPE-A-ZONE Inc.

By:

*Bill Colley*

Deputy City Manager

By:

Printed

Name: *DAVID SARGENT*

Title: *PRESIDENT*

ATTEST:

*Mona Lisa DiMaggio*

For

Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:

*Megan Mahan*

Megan Mahan, City Attorney

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Southwest Dallas /CL</b> <b>2711 N Haskell Ave Suite 2000</b> <b>Dallas, TX 75204</b> <b>214 443-3100</b>	<b>CONTACT NAME:</b> Pamela King <b>PHONE (A/C, No, Ext):</b> 214 443-3251 <b>FAX (A/C, No):</b> 214 443-3900 <b>E-MAIL ADDRESS:</b> pamela.king@usi.com														
<b>INSURED</b> <b>Stripe-A-Zone, Inc.</b> <b>2714 Sherman Street</b> <b>Grand Prairie, TX 75051</b>	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : American Guarantee &amp; Liability Ins Co.</td> <td>26247</td> </tr> <tr> <td>INSURER C : Travelers Lloyds Insurance Company</td> <td>41262</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : American Guarantee & Liability Ins Co.	26247	INSURER C : Travelers Lloyds Insurance Company	41262	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO106419002	11/01/2019	11/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP106419302	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			AUC106434002	11/01/2019	11/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC106419202	11/01/2019	11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Rented/Leased Eqp			6600528B319	11/01/2019	11/01/2020	\$250,000 \$2,500 Deductible


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy contains a blanket additional insured endorsement that provides additional insured and primary and non-contributory status for ongoing and completed operations only when there is a written contract between the named insured and the certificate holder that requires such status.

The Auto policy contains a blanket additional insured endorsement that provides blanket additional insured status only when there is a written contract between the named insured and the certificate holder that (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Grand Prairie</b> <b>Attn: Purchasing Manager</b> <b>326 W. Main Street</b> <b>Grand Prairie, TX 75050-0000</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## DESCRIPTIONS (Continued from Page 1)

requires such status.

The Auto policy contains a primary and non-contributory endorsement that provides primary and non contributory status only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains a blanket waiver of subrogation endorsement that provides waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

The Auto policy contains a blanket waiver of subrogation endorsement that provides waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

The Workers Compensation policy contains a blanket waiver of subrogation endorsement that provides waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

Project: Pavement Markings RFB #16113



# Council Agenda Background

**PRESENTER:** Kenneth Overstreet, Public Works Director

**DATE:** 12/08/20

**Council Mission Area:** Protect the vitality of neighborhoods.

**ITEM:**

Consider a resolution authorizing funding, ratifying the expenditure, and authorizing the City Manager to expend funds to Thompson Pipegroup Pressure and Gra-tex Utilities, Inc., in the amount of \$57,896.58, for emergency water line repairs at the 2800 block of Central Drive and the Harwood Road intersection, due to a major water main break on October 31, 2020.

**City Attorney Review:** N/A

**SUMMARY:**

On October 31, the City experienced a water main break in the 24" water line located in the 2800 block of Central Drive and the Harwood Road intersection. Staff is requesting the ratification of expenses for emergency expenditure of \$57,896.58 for the repairs to this water main.

**BACKGROUND:**

On October 29, 2020, Utility personnel investigated a leak at the 2800 block of Central Drive. It was determined that the leak was minor at that time of the investigation and repairs were scheduled to be performed the week of November 2, 2020. Staff monitored the leak over the weekend and the progression of water flow intensified. Upon further investigation by staff, a section of the pipe that forms a "T" connection at the intersection of Central Drive and Harwood Road had a steel liner encased in concrete that had completely rusted through and compromised the line, causing an emergency water main break.

A certified welder was required to cut out the damaged pipe, install a replacement piece of pipe, and reinstall the tap for connection. City staff is not certified in welding and a contractor was required to complete this task. Additionally, due to the severity of the break, the presence of gas, phone, fiber, and cable lines surrounding the pipe, and the depth of the line, two contractors were utilized to complete the water main repair. Staff contacted Gra-Tex Utilities for further excavation of the site and backfill operations (\$52,796.58) and Thompson Pipegroup Pressure for welding services (\$6,100). Excavation and repairs by contractors began on Sunday, November 1, 2020 and was completed by Monday, November 9, 2020.

City staff placed an order for parts and exposed an 8-foot deep area around the section of the pipe that was in need of repair on Saturday, October 31, 2020. In an effort to maintain water service to apartment complexes, staff cut in 6" valves and provided five temporary service connections to businesses that required water services, such as daycare centers, dental offices, and salons. Welding repairs were completed on November 4, 2020 and the 8" valve was tied back into Harwood Road on Friday, November 6, 2020. Businesses that received temporary services were reconnected to the main line and backfill operations and clean-up by Gra-Tex Utilities and City staff was completed on Monday, November 9, 2020.

The water main break will be paid from the FY 2020/2021 Utility Maintenance Fund in the amount of \$57,896.58.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing funding, ratifying the expenditure, and authorizing the City Manager to expend funds to Thompson Pipegroup Pressure and Gra-tex Utilities, Inc., in the amount of \$57,896.58, for emergency water line repairs at the 2800 block of Central Drive and the Harwood Road intersection, due to a major water main break on October 31, 2020.

**FISCAL IMPACT:**

Utility Maintenance Fund

\$57,896.58

**ATTACHMENTS:**

Resolution  
Invoices

**RESOLUTION NO. 2020-**

**A RESOLUTION AUTHORIZING FUNDING, RATIFYING THE EXPENDITURE, AND AUTHORIZING THE CITY MANAGER TO EXPEND FUNDS TO THOMPSON PIPEGROUP PRESSURE AND GRA-TEX UTILITIES, INC., IN THE AMOUNT OF \$57,896.58, FOR EMERGENCY WATER LINE REPAIRS AT THE 2800 BLOCK OF CENTRAL DRIVE AND THE HARWOOD ROAD INTERSECTION, DUE TO A MAJOR WATER MAIN BREAK ON OCTOBER 31, 2020.**

**WHEREAS, the City Council of Bedford, Texas has determined that the water main repair at the 2800 block of Central Drive was necessary for the health and safety of the citizens; and,**

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

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

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

**SECTION 2. That the City Council does hereby authorize the City Manager to ratify and authorize the expenditures, in the amount of \$57,896.58, for water line repairs at the 2800 block of Central Drive and the Harwood Road intersection from a water main break.**

**SECTION 3. That funding in the amount of \$57,896.58 will be paid from the Utility Repair Fund for the repair of the 24" water main.**

**PRESENTED AND PASSED this 8th day of December 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**



# INVOICE

Created: Nov 17, 2020

Invoice Number CD99005308

## Ship To

CITY OF BEDFORD  
SE corner of Hardwood R and  
Central Dr.  
Bedford, TX 76021

## Remit To:

THOMPSON PIPE GROUP - PRESSURE  
1003 MACARTHUR BLVD  
GRAND PRAIRIE, TX 75050

## Bill To

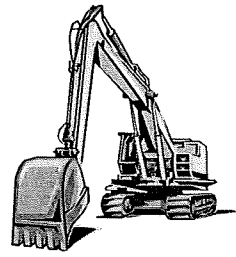
CITY OF BEDFORD  
PUBLIC WORKS  
1813 RELIANCE PARKWAY  
BEDFORD, TX 76021

Invoice Date	Nov 16, 2020
Terms of Payment	Net 30 Days
Currency Code	USD
Customer Number	100012925
Order Number	B207547
Purchase Order Number	
Your Reference	DAN MITCHELL
Customer Email:	

Pos	Plant	BOL No.	Ship Date	Part No. Description	Qty	Unit	Unit Price	Extended Price
1	PLS	19089	04-NOV-20	PPFS-BS-B024-3/16-12 Piece No: 24in B303 Class 150 Butt Strap W/ DIAPER	3	EA	382.00	1,146.00
2	PLS	19089	04-NOV-20	PPFS-MJPE-012-18 Piece No: 12in MJPE	1	EA	1,312.00	1,312.00
3	PLS	19090	04-NOV-20	PPFSWSSUB Piece No: WELDING SERVICE 24"LEAK REPAIR	14	EA	150.00	2,100.00
4	PLS	19089	04-NOV-20	PPFSWSSUB Piece No: WELDING SERVICES - Stand by time - wating on site prep	2	EA	150.00	300.00
5	PLS	19089	04-NOV-20	PPFSWSSUB Piece No: TRAVEL TIME	4	EA	95.00	380.00
6	PLS	19089	04-NOV-20	PP02440ZC2132RRH00 Piece No: 24in BWP STR 200-40 -12' Spigot x CPE	.35	EA	1,320.00	462.00
					Total Qty.	24.35	Sub Total	5,700.00
					Freight			400.00
					Total Exclusive Tax			6,100.00
					Total Tax Amount			0.00
					Invoice Amount			6,100.00
Customer Service# 972-262-3600			Kindly note the change in our 'Remit To' address					

**GRA-TEX UTILITIES, INC.**  
**P.O. BOX 700**  
**ARLINGTON, TX 76004**  
**Phone: (817) 276-5800**  
**Fax: (817) 276-5804**

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***Invoice #44886***

Date: November 24, 2020

To: Dan Mitchell

Phone: (817) 247 - 6641

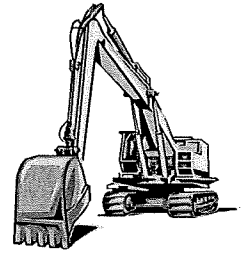
RE: **24" WL Repair near Central Drive and Harwood in Bedford, Tx**

Item	Quantity	Unit	Description	Unit Price	Extended Price
1	1	LS	Furnish labor, Komatsu 228 Excavator and Trench Safety to repair existing 24" Water Main near intersection of Harwood Road and Central Drive, excavate the trench and backfill to grade.	\$51,802.58	\$51,802.58
				Total	\$51,796.58



**GRA-TEX UTILITIES, INC.**  
**P.O. BOX 700**  
**ARLINGTON, TX 76004**  
**Phone: (817) 276-5800**  
**Fax: (817) 276-5804**

---



### ***Cost Breakdown***

Date: November 19, 2020

To: Dan Mitchell

Phone: (817) 247 - 6641

RE: **24" WL Repair near Central Drive and Harwood in Bedford, Tx**

**11/1/20 from 5:30 pm to 11/2/20 1:00 am:**

- Emergency Mobilization of Water Crew (Foreman & 5 Men) = \$1,250.00
- Water Crew (Foreman & 5 Men) = \$460.00/hr x 1.5(night time) x 7.5 hours = \$5,175.00

Sub Total = \$6,425.00

**11/2/20 from 9:00 am to 5:30 pm (Daytime - 30 mins lunch):**

- Water Crew (Foreman & 5 Men) = \$460.00/hr x 8 hours = \$3,680.00
- Bobcat-Mini E80 (Mobilization-in) = \$625.00
- Bobcat-Mini E80 (12:30 pm to 5:30 pm) = \$35.00/hr x 5 hours = \$175.00
- Takeuchi 245 (Mobilization-in) = \$625.00
- Takeuchi 245 (12:30 pm to 5:30 pm) = \$35.00/hr x 5 hours = \$175.00

Sub Total = \$5,280.00

**11/3/20 from 7:00 am to 5:30 pm (Day time - 30 mins lunch) & 5:30 pm to 10:00 pm (Night time):**

- Water Crew (Foreman & 5 Men-Day) = \$460.00/hr x 10 hours = \$4,600.00
- Water Crew (Foreman & 5 Men-Night) = \$460.00/hr x 4.5\*1.5 hours = \$3,105.00
- Bobcat-Mini E80 (Day & Night) = \$35.00/hr x 14.5 hours = \$507.50
- Takeuchi 245 (Day & Night) = \$35.00/hr x 14.5 hours = \$507.50
- Light Plant = \$128.30 x 1.2 = \$153.96

Sub Total = \$8,873.96

**11/4/20 from approx. 8:00 pm to 6:00 am (Night time)**

- Water Crew (Foreman & 5 Men-Night) = \$460.00/hr x 10.0\*1.5 hours = \$6,900.00
- Takeuchi 245 (Mobilization-out) = \$625.00
- Komatsu 228 (Mobilization-in to set boxes) = \$750.00
- Bobcat-Mini E80 (Night) = \$35.00/hr x 10 hours = \$350.00
- Komatsu 228 (Night) = \$45.00/hr x 10 hours = \$450.00
- 10'x12' trench box = \$1,273.02 x 1.2 = \$1,527.62

Sub Total = \$10,602.62

**11/5/20 from 7:00 am to 5:30 pm (Day time - 30 mins lunch) & 5:30 pm to 6:30 pm (Night time):**

- Water Crew (Foreman & 5 Men-Day) = \$460.00/hr x 10 hours = \$4,600.00
- Water Crew (Foreman & 5 Men-Night) = \$460.00/hr x 1.0\*1.5 hours = \$690.00
- Bobcat-Mini E80 (Day & Night) = \$35.00/hr x 11 hours = \$385.00
- Komatsu 228 (Day & Night) = \$45.00/hr x 11 hours = \$495.00

Sub Total = \$6,170.00

**11/6/20 from 7:00 am to 4:00 pm (Day time - 30 mins lunch):**

- Water Crew (Foreman & 5 Men-Day) = \$460.00/hr x 8.5 hours = \$3,910.00
- Bobcat-Mini E80 (Day) = \$35.00/hr x 8.5 hours = \$297.50
- Komatsu 228 (Day) = \$45.00/hr x 8.5 hours = \$382.50

Sub Total = \$4,590.00

**11/9/20 from 7:00 am to 5:30 pm (Day time - 30 mins lunch) & 5:30 pm to 9:30 pm (Night time):**

- Water Crew (Foreman & 5 Men-Day) = \$460.00/hr x 10 hours = \$4,600.00
- Water Crew (Foreman & 5 Men-Night) = \$460.00/hr x 4\* 1.5 hours = \$2,760.00
- Bobcat-Mini E80 (Day & Night) = \$35.00/hr x 14 hours = \$490.00
- Komatsu 228 (Day & Night) = \$45.00/hr x 14 hours = \$630.00
- Bobcat-Mini E80 (Mobilization-out) = \$625.00
- Komatsu 228 (Mobilization-out) = \$750.00

Sub Total = \$9,855.00

**Total = \$51,796.58**



# Council Agenda Background

**PRESENTER:** Kenneth Overstreet, Public Works Director

**DATE:** 12/08/20

**Council Mission Area:** Protect the vitality of neighborhoods.

**ITEM:**

Consider a resolution authorizing the City Manager to expend funds to the Texas Commission on Environmental Quality, in the amount of \$56,827.75, for the annual Public Health Service Fee (Water Service Fee).

**City Attorney Review:** N/A

**SUMMARY:**

The Texas Commission on Environmental Quality (TCEQ) assesses an annual Public Health Service (water system) fee to owners of public water systems at a rate of \$2.45 per connection. This annual fee covers some of the costs incurred by TCEQ in providing services to public water systems within the state.

**BACKGROUND:**

The TCEQ charges a fee to public water system owners based on the number of total connections associated with each public water system. This fee is assessed to cover some of the costs incurred by TCEQ in providing services to public water systems within the state. Services include scheduling analysis of drinking water, sampling, reviewing system data, inspections, and technical assistance.

An invoice was received on Monday, November 30, 2020 that has a payment due date of 30 days after the invoice date. This invoice will be paid from the Public Works Utility Fund.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to expend funds to the Texas Commission on Environmental Quality, in the amount of \$56,827.75, for the annual Public Health Service Fee (Water Service Fee).

**FISCAL IMPACT:**

Public Works Utility Fund:	\$90,000.00
Invoice Amount:	<u>\$56,827.75</u>
Fund Balance:	\$33,172.25

**ATTACHMENTS:**

Resolution  
Invoice

**RESOLUTION NO. 2020-**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXPEND FUNDS TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, IN THE AMOUNT OF \$56,827.75, FOR THE ANNUAL PUBLIC HEALTH SERVICE FEE (WATER SERVICE FEE).**

**WHEREAS, the City Council of Bedford, Texas recognizes that expending funds for payment of the annual public health service fee (water service fee) is necessary to protect the vitality of neighborhoods, and;**

**WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing payment to fulfill State requirements regarding the public water system is being to be responsive to the needs of the community.**

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

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

**SECTION 2. That the City Council hereby authorizes the City Manager to expend funds to the Texas Commission on Environmental Quality, in the amount of \$56,827.75, for the annual Public Health Service Fee (Water Service Fee) and;**

**SECTION 3. That funding, in the amount of \$56,827.75, will come from the Public Works Utility Fund.**

**PRESENTED AND PASSED this 8th day of December 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**



COMPANY: CITY OF BEDFORD  
ACCOUNT: 92200003

PAGE 1

0092200003 1533367 00056827751231208



# Council Agenda Background

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**PRESENTER:** See below

**DATE:** 12/08/20

**Persons to be Heard**

**ITEM:**

- a) Kent Hopkins, Clubhouse for Special Needs, 1525 Bedford Road, Bedford, Texas 76021 – Request to speak to Council regarding the status of the development of the Clubhouse of Special Needs.
- b) Keith Walter, 2508 Lakeview Drive, Bedford, Texas 76021 – Request to speak to Council regarding the raising of the grade at the park formerly known as Bedford Boys Ranch and the impact on the property values on the 2500 block of Lakeview Drive.

**DISCUSSION:**

N/A

**ATTACHMENTS:**

Letters of Request

**From:** [Kent](#)  
**To:** [Michael Wells](#)  
**Cc:** [DARLENE](#)  
**Subject:** RE: December 8 Meeting  
**Date:** Saturday, November 14, 2020 6:28:28 AM  
**Attachments:** [image001.png](#)

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**EXTERNAL SENDER**

Michael,

Thank you for responding and letting me know it wasn't received.

Darlene and I would like to present the status of the development of the Clubhouse of Special Needs and get acquainted with the new city officials.

We have the architect's renderings of the new building and can fill you in on our plans for serving the special needs community.

Will you make arrangements for us to speak at the December 8<sup>th</sup> council meeting?

Kent Hopkins  
CFO & Director  
The Clubhouse for Special Needs  
1525 Bedford Road  
Bedford, TX 76021

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**From:** Michael Wells [mailto:Michael.Wells@bedfordtx.gov]  
**Sent:** Friday, November 13, 2020 9:29 AM  
**To:** kent@theclubhouse.org  
**Cc:** Amanda Jacobs  
**Subject:** December 8 Meeting

Good morning Mr. Hopkins,

I haven't received your request to speak at the December 8 meeting. Can you go ahead and just respond to this email with your request? Thanks.

Sincerely,

Michael Wells, TRMC  
City Secretary

**City of Bedford**

2000 Forest Ridge Drive, Bedford, TX 76021-5713

Office: 817-952-2104 | Fax: 817-952-2103 | [Michael.Wells@bedfordtx.gov](mailto:Michael.Wells@bedfordtx.gov)

Keith Walter

2508 Lakeview Dr

Bedford TX

817 905 5888

I need to speak to the council  
About the Raising of the Grade  
At the park formerly known as  
The Bedford Boys Ranch.

And the impact on the property  
values on the 2500 block of  
~~Lakeview Dr~~ Lakeview Dr



**ITEM #8 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.**