

AGENDA

Regular Meeting of the Bedford City Council
Tuesday, December 9, 2014
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021

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

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

CONFERENCE ROOM WORK SESSION

- Interviews for appointments to Bedford's Citizen Boards and Commissions.
- Discussion regarding appointments to Bedford's Citizen Boards and Commissions.

COUNCIL CHAMBER WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Presentation on the Engineering Services for the City of Bedford.

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1RB, Bedford Meadows Shopping Center.
- b) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation regarding 533 Bedford Road.
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations with the City of Euless.
- d) Pursuant to Section 551.074: personnel matters – review steps for City Manager evaluation. **This item requested by Mayor Griffin.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS/UPCOMING EVENTS

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Employee Service Recognition.
2. Proclamation recognizing January 30, 2015 as OnStage Day in the City of Bedford.

APPROVAL OF THE MINUTES

3. Consider approval of the following City Council minutes:
 - a) November 18, 2014 regular meeting

PERSONS TO BE HEARD

4. The following individual has requested to speak to the Council tonight under Persons to be Heard.
 - a) Ben Panchasarp, 4020 N. Macarthur Boulevard, Suite 122-278, Irving, Texas 75038 – Requested to speak to the Council regarding the City Ordinance on lawn care.

NEW BUSINESS

5. Public hearing and consider an ordinance to rezone a portion of the property known as Lot C, Block 28, Stonegate Addition, located at 530 Bedford Road, Bedford, Texas, from Light Commercial to Light Commercial/Specific Use Permit/Funeral Homes & Mortuaries, specifically allowing for Bedford Funeral Home. The property is generally located east of Brown Trail and south of Bedford Road. (Z-258)
6. Public hearing and consider an ordinance to rezone properties known as Lot 1, Block 1, and Lot 1A, Block 1, First State Bank Plaza Addition, located at 1921 and 1901 Shoalmont Drive respectively, from Service Commercial and Heavy Commercial/Specific Use Permit/Motorcycle Service respectively, to Heavy Commercial/Specific Use Permit/Motorcycle Sales and Service. The properties are generally located north of State Highway 183 and west of Central Drive. (Z-262)
7. Consider a resolution appointing members to Bedford's Citizen Boards and Commissions.
8. Consider approval of a resolution authorizing an amendment to the Employee Personnel Policies and Procedures – Incentive Pay.
9. Consider a resolution authorizing the City Manager to enter into the first year of a three-year contract with B&B Wrecker Services, Inc. to provide towing and storage for City-initiated vehicle tows and providing an effective date.
10. Consider a resolution authorizing the City Manager to purchase mobile radios from Motorola Solutions in the amount of \$40,152.96, utilizing the Tarrant County 9-1-1 P25 Assistance Program Funding.
11. Consider a resolution authorizing the City Manager to expend funds for an annual payment in the amount of \$46,008 for the renewal of the extended maintenance, technical support agreement and server replacement plan with Innovative Interfaces, Inc.
12. Consider a resolution authorizing the City Manager to purchase a 14-yard Tandem Dump Truck in the amount of \$121,454 from Rush Truck Center through BuyBoard, a Local Government Purchasing Cooperative.
13. Consider a resolution authorizing the City Manager to renew a lease agreement with ONSTAGE relative to the Trinity Arts Theater located within the Bedford Boys Ranch Park.

14. Consider a resolution authorizing the City Manager to enter into a lease agreement with Arts Council Northeast relative to the Trinity Arts Building located within the Bedford Boys Ranch Park.
15. Consider a resolution authorizing the City Manager to enter into a one-year lease agreement with Cathedral of Hope Mid-Cities Church to provide meeting space for church services at the Old Bedford School.
16. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Shelter Advisory Board - Councilmember Fisher
 - ✓ Beautification Commission - Councilmember Turner
 - ✓ Community Affairs Commission - Councilmember Boyter
 - ✓ Cultural Commission - Councilmember Champney
 - ✓ Library Board - Councilmember Davisson
 - ✓ Parks & Recreation Board - Councilmember Davisson
 - ✓ Teen Court Advisory Board - Councilmember Farco

17. Council member Reports

18. City Manager/Staff Reports

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1RB, Bedford Meadows Shopping Center.
- b) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation regarding 533 Bedford Road.
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations with the City of Euless.
- d) Pursuant to Section 551.074: personnel matters – review steps for City Manager evaluation. **This item requested by Mayor Griffin.

19. 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 5, 2014 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

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



Council Agenda Background

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

DATE: 12/09/14

Work Session

ITEM:

Presentation on the Engineering Services for the City of Bedford.

City Manager Review: _____

DISCUSSION:

During the budget presentation to the City Council this past August, a question was raised about the design and construction of water main projects needed to replace the aging and deteriorating water distribution system. The City eliminated the in-house engineering position in 2004. Since that time, all professional services associated with plan review, drainage studies, water system improvements, sanitary sewer system improvements, and paving/drainage improvements have been acquired through the use of consulting engineering firms. Staff believes that the City can realize significant savings by bringing smaller engineering projects in-house.

The City has spent approximately \$834,400 dollars over the past two years with consulting engineering firms. Some of this expense would not have been eliminated with in-house engineering due to the large scope of the projects. Examples of projects that would be designed by consulting engineering firms for the City would be: Northwest Pressure Plane; Simpson Terrace Water Well; Master Plan updates; structural engineering for bridges; and large paving and drainage projects.

Removing the cost of these type projects from the actual expenditures leaves a remaining amount of \$458,000. These expenditures were \$229,000 per year that could have been saved through the use of in-house engineering. This amount was to repair or replace the existing water and wastewater systems. The additional infrastructure improvements needed for the next twenty years to replace the aging and deteriorating infrastructure will only cause the expenses to increase.

The \$36,000 in the FY14-15 budget for Engineering Services includes plan review performed by Dick Perkins. He has moved to Oklahoma and is available to Bedford only one day a week. The Engineering Services for wastewater system and water system improvements to be installed in FY14-15 are included in the total cost of the improvements (about \$2 Million).

Staff projects the fees for professional engineering services associated with the water improvements, wastewater improvements, and plan reviews needed by the Public Works Department over the next 5 years to be as follows:

Project Type	Annual Cost
Plan Review	\$ 36,000
Water System	\$ 200,000
Wastewater System	\$ 100,000
Total Cost	\$ 336,000 / year

Staff has determined that with the addition of a project engineer and a support design/drafting person, the City of Bedford could provide in-house design for the majority of the plan review, water system improvements, and sanitary sewer system improvements needed over the next ten years. This added capacity would be at a lesser cost than utilization of consulting engineering firms. The

cost of this addition is approximately \$250,000 the first year and is reduced to about \$203,000 per year thereafter. A breakdown of the cost is as follows:

Annual Cost	
Salary - Engineer	\$ 95,000
Salary – Design/Drafting	\$ 55,000
Benefits	\$ 50,000
Training	\$ 3,000
Total Annual Cost	\$ 203,000 / year
Initial Cost	
Building Modification	\$ 18,000
Cubicles	\$ 12,000
Equipment/Computers	\$ 3,000
Software	\$ 5,000
Total Start-up Cost	\$ 38,000

In closing, staff recommends creating two positions in the Engineering Department in order to keep the smaller infrastructure projects at a lower cost by keeping the design work in house.

ATTACHMENTS:

N/A

From: [Griffin, Jim](#)
To: [Jacobs, Amanda](#); [Wells, Michael](#)
Cc: [Griffith, Beverly](#); [Miller, David](#)
Subject: Adding Item for Executive Session
Date: Wednesday, November 26, 2014 10:58:35 AM

Amanda and Michael,

Please add an item to the Executive Session for the December 9th meeting as follows.

"Review Steps for City Manager Evaluation"

Thanks,
Jim Griffin
Mayor
City of Bedford

| Jim.Griffin@bedfordtx.gov



Council Agenda Background

PRESENTER: Beverly Griffith, City Manager

DATE: 12/09/14

Council Recognition

ITEM:

Employee Service Recognition

City Manager Review: _____

DISCUSSION:

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

Zachary Hicks	Police Department	10 years
Brenda Albright	Police Department	15 years

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 12/09/14

Council Recognition

ITEM:

Proclamation declaring January 30, 2015 as ONSTAGE in Bedford Day in the City of Bedford.

City Manager Review: _____

DISCUSSION:

Gayle Ormsby Hargis, President of ONSTAGE, will be present to accept the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, for thirty years ONSTAGE in Bedford has consistently provided high-quality, accessible live entertainment to our community; and

WHEREAS, ONSTAGE in Bedford maintains a significant presence at Bedford Boys Ranch, which stands as a vital part of Bedford's Cultural District; and

WHEREAS, ONSTAGE serves the community by partnering with local organizations to produce quality children's entertainment; and

WHEREAS, the theater arts community throughout the Metroplex has recognized ONSTAGE in Bedford for its achievements; and

WHEREAS, ONSTAGE provides a multitude of volunteer and community service opportunities.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim Friday, January 30, 2015 as:

ONSTAGE in Bedford Day

in celebration of thirty years of continuous service to our community.

*In witness whereof, I have hereunto set my hand and
caused the seal of the City of Bedford to be affixed this
9th day of December, 2014.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 12/09/14

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) November 18, 2014 regular meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

November 18, 2014 regular meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:00 p.m. in the Conference Room, Work Session at 5:45 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 18th day of November, 2014 with the following members present:

Jim Griffin	Mayor
Michael Boyter	Council Members
Ray Champney	
Jim Davisson	
Steve Farco	
Roger Fisher	
Roy W. Turner	

constituting a quorum.

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Kelli Agan	Technical Services Manager
Cliff Blackwell	Administrative Services Director
Natalie Foster	Marketing Specialist
Roger Gibson	Police Chief
Eric Griffin	Deputy Police Chief
Les Hawkins	Deputy Police Chief
Tom Hoover	Public Works Director
Mirenda McQuagge-Walden	Managing Director
Bill Syblon	Development Director

CONFERENCE ROOM WORK SESSION

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

- **Interviews for appointments to Bedford's Citizen Boards and Commissions.**

The Council conducted interviews to Bedford's Citizen Boards and Commissions.

Mayor Griffin adjourned the Work Session at 5:51 p.m.

COUNCIL CHAMBER WORK SESSION

Mayor Griffin called the Work Session to order at 5:52 p.m.

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

Council did not discuss items for approval by consent during the Work Session.

- **Presentation on the Water Master Plan Update.**

Public Works Director Tom Hoover stated the Water Master Plan was last updated several years ago. Due to some current and future projects, Kimley-Horn was asked to prepare an analysis.

Todd Strouse, the project manager for the project with Kimley-Horn, stated that the Plan was last updated in 1996 by Knowlton, English, Flowers, Inc. The main items identified by that company were the construction of the 2M gallon elevated storage tank by Stonegate Well, eliminating two-inch water lines and various water line improvements totaling \$8.1M. Currently, the City receives 93 percent of its water from the Trinity River Authority through a 20 inch water line from their water treatment plant. There are also 42 inch and 60 inch water lines that pump water to the Murphy Pump Station to help with water flow and pressures. There are three elevated storage tanks that total 5M gallons in capacity. The Northwest Pressure Plane Project will have pumps to create a separate plane supplied by the Simpson Terrace Tank.

Mr. Strouse stated that they coordinated with the City to go through all as-builts and to receive water meter data from various land use types. They determined that the data from the previous five years will be good moving forward. Data from the Central Business District was incorporated into the analysis. Twelve fire flow tests were run and verified that the numbers that the models gave correlated with the testing. They analyzed what lines needed to be installed in the future and he stated that everything is fine as far as the Texas Commission on Environmental Quality (TCEQ). Moving forward, their analysis will help with water quality, fire flows and pressures. They divided their recommendations into three priorities made up of 20 projects totaling approximately \$7.5M. The biggest project under Priority A is to extend a water line to the west from the elevated storage tank and extend and upsize the line to the south. This would help to cycle the tank more to help with water quality and decrease flushing. The total cost for Priority A is approximately \$3.5M. Priority B is mainly the looping of existing water lines in the central south part of the City to help with water quality issues. The total cost of these projects is approximately \$1.8M. Priority C is looping the system along the edge of the eastern portion of the City at a cost of approximately \$2.1M.

In answer to questions from Council, it was stated that these projects are to improve the City's level of service; that the City has 57 flush points every month due to lines that dead-end; that these lines would be extended to make loops and reduce, but not eliminate, the flush points; that areas along the highway were examined to increase flow; that TCEQ requirements were complied with; that pressures, especially in the southern portion of the City, would be increased; that looping eliminates a dead-end; that the infrastructure for the Bedford Commons is fine to meet the needs; that water lines in southern part of the City would be bolstered due to their age and deterioration; that the City would be looking to do these projects in the next three to five years; that some projects in Priority C are already in the books; that projects in Priority A are the highest priority; that the main issue in Kimley-Horn's findings were water quality issues caused by turnover at station tanks; that water pressure meets minimum standards; that water would be saved by the reduced flushes; that this Plan would work in line with any new development; that the City has a superior rating from TCEQ; that the City's control systems have been updated; that the development on Brasher Lane and Highway 157 only needs an eight inch water line; and that there is no need to replace lines for the Bedford Commons.

- **Discussion regarding the ability to appoint teens to the City's Boards and Commissions.**
**Item requested by Councilmember Davisson

Councilmember Davisson stated that the Boards and Commissions have been used to groom people as potential Council candidates or for other areas in the City and that he believes that there are teens capable of serving and adding something to the Boards and Commissions. He would like to open the possibility for teens to serve and that they would be recruited like anyone else. He stated that currently there are teens serving on the Teen Court Advisory Board and that he would like to see them serve on other Boards, including the Parks and Recreation and Library Advisory Boards, where teens are actively involved. There was discussion on teens being an underutilized group and not limiting them to specific boards.

In answer to questions from Council, it was stated that there is currently no age limit to serve on a Board or Commission. There was discussion on staff researching State statutes regarding teens serving on the Planning and Zoning Commission; a student from L. D. Bell High School that served on

the Beautification Commission; and revisiting this topic in January once staff has researched State statutes and vacancies on the Boards and Commissions are assessed.

Mayor Griffin adjourned the Work Session at 6:21 p.m.

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1RB, Bedford Meadows Shopping Center.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1 Lot 1, First State Bank Plaza.
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations with the City of Euless.
- d) Pursuant to Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Stonecourt Subdivision.

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1RB, Bedford Meadows Shopping Center; Section 551.087, deliberation regarding economic development negotiations relative to Block 1 Lot 1, First State Bank Plaza; Section 551.087, deliberation regarding economic development negotiations with the City of Euless; and Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Stonecourt Subdivision at 6:24 p.m.

Council reconvened from Executive Session at approximately 6:47 p.m. Council was unable to finish the Executive Session and will convene again at the end of the Regular Session.

REGULAR SESSION 6:30 P.M.

The Regular Session began at 6:52 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

INVOCATION (Pastor Robert White, Cornerstone Church North)

Pastor Robert White of Cornerstone Church North gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

ANNOUNCEMENTS/UPCOMING EVENTS

Marketing Specialist Natalie Foster invited everybody to the Bedford Tree Lighting on Friday, December 5 starting at 4:00 p.m. at the Library, with Santa arriving at the Old Bedford School at 6:00 p.m. followed by the tree lighting. There will be a Peppermint Twist and Tea Party on Saturday, December 6 at 10:00 a.m. with a puppet show, holiday snacks and a visit from Frosty the Snowman. She stated that the deadline to sign up for the Holiday Decorating Contest is Tuesday, December 9 at 12:00 p.m. Contestants need to email five pictures of their home, contact information and a description of the house. On-line voting begins on Wednesday, December 10.

OPEN FORUM

Nobody chose to speak during Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

This item was moved after Item #11.

Motioned by Councilmember Champney, seconded by Councilmember Turner, to approve the following items by consent: 12, 13, 14, 15, 16 and 17.

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

COUNCIL RECOGNITION

1. Employee Service Recognition.

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

Patrice Kleypas, Public Services - 15 years of service
Tony Harrington, Fire Department - 20 years of service

2. Proclamation recognizing the Fire Safety Poster Contest Winners.

Mayor Griffin presented proclamations recognizing Fire Safety Poster Contest Winners to the following students:

Nyeena Hanomanjie - First Grade, Shady Brook Elementary
Sylvia Rodriguez - Second Grade, Spring Garden Elementary
Olivia Vecco - Third Grade, Meadow Creek Elementary
Natalia Rich - Fourth Grade, Bedford Heights Elementary
Jake White - Fifth Grade, Bedford Heights Elementary
Jackson Banfield - Sixth Grade, Bedford Heights Elementary

APPROVAL OF THE MINUTES

3. Consider approval of the following City Council minutes:

- a) **October 21, 2014 special meeting**
- b) **October 28, 2014 regular meeting**

Motioned by Councilmember Davisson, seconded by Councilmember Champney, to approve the minutes of the October 21, 2014 special meeting and the October 28, 2014 regular meeting.

Motion approved 6-0-1. Mayor Griffin declared the motion carried.

Voting in favor of the motion: Mayor Griffin, Councilmember Boyter, Councilmember Davisson, Councilmember Champney, Councilmember Farco and Councilmember Fisher.

Abstaining from voting due to not being at the meetings: Councilmember Turner

PERSONS TO BE HEARD

4. The following individual has requested to speak to the Council tonight under Persons to be Heard.

- a) **Ben Panchasarp, 4020 N. Macarthur Boulevard, Suite 122-278, Irving, Texas 75038 – Requested to speak to the Council regarding the City Ordinance on lawn care.**

Mr. Panchasarp withdrew his request to speak.

OLD BUSINESS

- 5. Consider an ordinance amending the City of Bedford Code of Ordinances, Chapter 114 by adding a new Article X "Use of Portable Electronic Devices while Operating a Motor Vehicle Prohibited;" repealing conflicting ordinances; providing a penalty clause; providing a severability clause; and providing an effective date.**

Police Chief Roger Gibson presented information regarding this item, which is a proposal for a distracted driving ordinance. The recent Citizen Satisfaction Survey indicated that 70 percent of respondents would strongly support, and 22 percent would support, a texting while driving ordinance. He stated that Texas is one of six states that does not have a law regarding this subject. Enforcing texting while driving is problematic and the terminology garnered from other communities is "distracted while driving." Research indicates that if one takes their eyes off of the road for two seconds, they are 23 times more likely to be involved in an accident. The average time for texting while driving is five seconds, which is comparable to a blood alcohol content of 0.15. The reason this item was tabled recently was to look at FCC license holders and after researching the issue, a provision was added under Section 114.041. He stated that if approved, the objective of his staff is not to immediately issue citations but to have an educational campaign.

In answer to questions from Council, Chief Gibson stated that if a device is hands-free, it is not a violation and that the ordinance only restricts electronic devices. There was discussion on relaying information regarding the ordinance through traffic and electronic signage, social media, the City's website and the Library. In answer to further questions from Council, Chief Gibson stated that in regards to what is driving the ordinance at this time, staff had researched this issue prior to the Survey but that the Survey did show the community wanted this issue addressed; that statistics show this to be a huge safety issue, especially for teen drivers; that several area cities, but no adjacent cities, have this type of ordinance; that with texting while driving, the burden of proof is if the person was actually texting and that with distracted while driving, there is a greater opportunity for enforcement; that staff will be cognizant that the community is transient during the day; that the ordinance would be enforced immediately in extreme cases; that there would be an opportunity for enforcement after an event has occurred; that these types of accidents are grossly underreported; that the ordinance would be moot if State law were to move on this issue; that this type of law comes up at every State legislative session and that there is an effort from the law enforcement community to have this discussion; and that he does not know if any other area cities are moving in this direction.

Motioned by Councilmember Champney, seconded by Councilmember Davisson, to approve an ordinance amending the City of Bedford Code of Ordinances, Chapter 114 by adding a new Article X "Use of Portable Electronic Devices while Operating a Motor Vehicle Prohibited;" repealing conflicting ordinances; providing a penalty clause; providing a severability clause; and providing an effective date.

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

NEW BUSINESS

- 6. Public hearing and consider an ordinance amending Ordinance No. 98-2445 from Planned Unit Development District, PUD for properties as wholly contained within the following legal description known as Block 1, Lot A; Block 2, Lots 11-17; Block 3, Lots 1-9; and Block 4, Lots 1-16, Stonecourt Addition to Amended Planned Unit Development District, PUD to replace a portion of the Stonecourt subdivision perimeter masonry fence with an alternate fence screening material; providing for an Exhibit "A" being a Site Plan; providing for an Exhibit "B" being an illustration and details of the fence/wall; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The properties are generally located north of State Highway 183 and west of Industrial Boulevard. (Z-259)**

Development Director Bill Syblon presented information regarding this item, which is for the Stonecourt

Homeowner's Association (HOA) to amend their Planned Unit Development (PUD) to allow for an alternate building material for a portion of their perimeter wall. The current PUD Site Plan shows a mixture of wood and masonry, and the masonry wall has been deteriorating. They would like to replace the masonry wall with a synthetic material that has the appearance of masonry. The Planning and Zoning Commission recommended denial of this application at their October 14 meeting by a unanimous vote. For Council to overturn their recommendation would require a supermajority.

The applicant, Rick Beasley, 4000 Granite Drive, Bedford, stated that he has been president of the HOA since February of this year. They are seeking approval to amend their PUD for an alternate fencing material to be placed around the perimeter of the subdivision. The subdivision is made up of 146 homes and was developed in 1998 by Hank Dickerson & Company. The HOA is financially sound and have collections in excess of \$130,000 in dues with less than \$5,000 in delinquencies. They are requesting to amend Ordinance No. 2445 to use an alternate fencing material that is more durable than wood and masonry, and would allow them to benefit from a material best suited for safety and cost efficiency. He stated that the City's Code of Ordinances allow for alternate fencing and that the HOA would not install substandard fencing. He stated that the existing masonry walls along the southern, eastern and western boundaries have significant structural deterioration and sit along a four to ten foot high retaining wall with six inches between them. He displayed a map of the subdivision and photographs of the current fencing. Two engineering reports were obtained from Dotson Engineers and Childress Engineering, which indicated the structural deterioration of the wall is due to issues with the footings. He stated that the reports recommend replacing the walls with a non-masonry material. He discussed the original geotechnical report and, after speaking with Rone Engineering, he stated that there was enough information in the original report to substantiate their claim of vertical soil movement. Rone provided an addendum regarding vertical soil movements being the main factor contributing to the distress of the masonry wall and gave the opinion that a SimTek fence is an acceptable replacement due to its light weight and flexibility. He displayed a development plan for the subdivision and examples of SimTek fencing used at locations locally and across the country. He stated that characteristics of SimTek fencing include patented construction, superior wind rating, excellence as a sound barrier, durability in any temperature, resistance to graffiti, free of maintenance, and eco-friendliness. He displayed a chart showing a comparison between SimTek fencing and fences made of vinyl, wood, composites and concrete, which shows that SimTek rates equal or superior to concrete in every area. He stated that they are looking at using the lifetime warranty material. The depth required for a SimTek fence is from 30 to 36 inches, while for concrete is five to eight feet. He stated that SimTek fencing comes in solid panels. He displayed a map showing the surrounding businesses that support them and stated that there is unanimous support from the subdivision residents. He stated the subdivision is 600 feet from Industrial Boulevard, 300-400 feet from the Highway 183 service road and 600 feet from Reliance Parkway. He stated that at the Planning and Zoning Commission meeting, it was stated by an individual that the HOA was having financial difficulties and could not afford a masonry fence, and he wanted to make it clear that they are financially sound. He stated that their request is not based on financial standing and that cost/benefits should not discredit their solution. He played a video showing the SimTek product.

In answer to questions from Council, Mr. Beasley stated that he does know if their current fence has a warranty, that the manufacturer is out of business, and he does not know if the same people manufactured and installed the fence; that the developer has not been of much help with this issue; that the SimTek fences installed locally were done so within the last two years; that the piers for SimTek fencing would go down 30 to 36 inches and would not interfere with the horizontal footings for the retaining wall; and that SimTek fencing costs half that of masonry. There was discussion regarding durability and flexibility of the SimTek fencing and that it is reinforced by galvanized steel; the intent of the original ordinance; and changes to ordinances. In answer to further questions from Council, Mr. Beasley stated that the current fence is deteriorating due to vertical soil movement and the piers not being deep enough. There was discussion on posts for a masonry fence and the risk of damage to the retaining walls; and that if a masonry fence is installed, conditions may exist for further ground movement that may jeopardize any warranty conditions. In answer to further questions from Council, Mr. Beasley stated that SimTek fencing was the best recommended material; that it would be installed in five different stages by a trained installer but that they do not have a schedule planned out; that the HOA has insurance and that they will be proactive in working with residents and the installer; that previously at a HOA meeting, he stood up against installing a wooden fence; and that their

recommendation has nothing to do with finances.

Mayor Griffin opened up the public hearing at 8:11 p.m.

John DeLorme, 1129 Woodvale Drive, Bedford – Mr. DeLorme discussed the development being approved in 1998 and that it was contentious as the area in which the residential subdivision was being developed was more commercial and industrial. One of the requirements of the PUD was to have a masonry wall that the HOA would be responsible for. At the recent Planning and Zoning Commission meeting, it was stated that the footings were installed too shallow by the original developer. He stated that the HOA did not address this during the ten-year warranty period with the developer and that the developer should pay for the replacement of the fence. He stated that the HOA did not have a choice regarding alternate materials without any changes to the PUD and that the HOA would have to repair or replace the masonry wall over time. He stated that the HOA did not want to have to repair the footings that may damage the retaining wall. He stated that the requirement was for masonry, it was not done properly by the developer, which caused issues, and to properly correct it would cost the HOA more due to the retaining wall and therefore, they are seeking an alternate material. He stated that this is not a City issue, but a developer and an HOA issue.

Patricia Nolan, 1005 Carousel Drive, Bedford – Ms. Nolan stated the reason for changing the ordinance was to keep City aesthetics. There is a situation at McLain Road and Crestview Drive where there is a great looking masonry fence on one side and a wood fence on the other side. She stated that at the Planning and Zoning Commission meeting, the HOA had a show-and-tell and the SimTek fence fell down and that in the video shown earlier, the SimTek fence bends. She stated that the company has only been in existence since 2005 and questioned the lifetime warranty. She suggested to Council that the City needs to keep their standards high and keep the ordinance in effect. She stated that this is clearly a developer issue and that they need to correct the problem. She stated that when the HOA first came to the Council, it was about money as they could not afford to replace the fence, and that the issue needs to go back to the developer and the HOA.

Tatiana Kelly, 4032 Granite Drive, Bedford – Ms. Kelly stated that the HOA has been through some difficult times and has had problems with the retaining wall. She stated that she has lived in the subdivision since 2001 and that the developer, while supportive, has not been helpful. She stated that Mr. Beasley has the support of the entire community and that the issue is not financial one. She stated that times have changed since the ordinance was implemented and that SimTek fencing is a wonderful product.

Katherine Cannon, 3912 Sovereign Drive, Bedford – Ms. Cannon stated that there are six inches between the top of her retaining wall and the fence in question, and that there is no clearance at that height to install a masonry fence. She stated that there have been derogatory statements made by people outside the subdivision about their finances and that the primary reason they are there is not the cost.

Greg Mullinax, 4000 Marble Drive, Bedford – Mr. Mullinax stated the City has written multiple checks for the existing masonry fence because it backs up to the City's Service Center and holes have been punched into it. He stated that this would be a cost saver and benefit to the City as well.

Jerry Mabli, 2000 Canterbury Drive, Bedford – Mr. Mabli stated that he has lived in the subdivision since the beginning. He served on the HOA board and apologized for previous comments made at meetings by people on the Board, which were inappropriate and incorrect. He stated that in unique circumstances, different possibilities need to be thought of. He discussed the SimTek material suiting the purpose that is necessary and maintaining the principle required in the law.

Mayor Griffin closed the public hearing at 8:25 p.m.

Mr. Beasley stated that in regards to comments regarding the fence falling apart at the Planning and Zoning Commission meeting, the cap comes off because it is a sample and is different from one that is fully installed; that all over the City there are places where different types of fencing come together; and that it sickens him that somebody can continue to talk about the HOA finances and that he will show

any documents to Council members to prove their financial stability.

There was discussion on speeding up the implementation phases sequentially. In answer to questions from Council, Mr. Beasley stated that there is a plan by the HOA to address the erosion issues. There was discussion on the issue being a City issue including the history of the item through various City commissions and the Council; changes in construction materials and methods; costs for engineering and soil tests; the developer installing a concrete fence instead of a brick fence; fences being designed to flex; and the Building Code allowing for decorative blocks.

Motioned by Councilmember Champney, seconded by Councilmember Turner, to approve an ordinance amending Ordinance No. 98-2445 from Planned Unit Development District, PUD for properties as wholly contained within the following legal description known as Block 1, Lot A; Block 2, Lots 11-17; Block 3, Lots 1-9; and Block 4, Lots 1-16, Stonecourt Addition to Amended Planned Unit Development District, PUD to replace a portion of the Stonecourt subdivision perimeter masonry fence with an alternate fence screening material; providing for an Exhibit "A" being a Site Plan; providing for an Exhibit "B" being an illustration and details of the fence/wall; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The properties are generally located north of State Highway 183 and west of Industrial Boulevard. (Z-259)

Motion approved 6-1-0. Mayor Griffin declared the motion carried.

Voting in favor of the motion: Mayor Griffin, Councilmember Boyter, Councilmember Champney, Councilmember Farco, Councilmember Turner and Councilmember Fisher.

Voting in opposition to the motion: Councilmember Davisson

7. Public hearing and consider an ordinance to rezone the property known as Lot 4BR2A, Block 1, Northeast Community Hospital Addition, located at 1905 Forest Ridge Drive, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/New and Used Cars and Truck Sales/Service to allow for used car sales by Fort Worth Community Credit Union; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located north of State Highway 183 and west of Forest Ridge Drive. (Z-261)

Mr. Syblon presented information regarding this item, which is a request by Fort Worth Community Credit Union for a Specific Use Permit to allow them to dedicate a portion of their parking lot for the storage, display and sale of reclaimed vehicles. The site is currently over-parked by 60 spaces and the applicant proposes to use approximately 24 of the spaces for storage and 15 spaces for sales and displays. The Planning and Zoning Commission recommended approval of this item at their October 23 meeting by a unanimous vote with the following stipulations: the total spaces be limited to 24 for storage and 15 for display and sales; parking spaces must be clearly indicated and designated on a site exhibit map; no signage for vehicle display and sales, with the exception of an information sheet placed on the windshield, may be located on the site; no banners, flags, balloons or visual sales aids may be used; no vehicle may be decorated with window paint or similar treatment to advertise sales; no maintenance or washing facilities may be located on site; and no inoperable vehicles.

In answer to questions from Council, Mr. Syblon stated there was nothing to prevent other businesses to ask to sell used cars on their property; that he is not aware of any other property where this type of situation exists; that the property falls within the Master Highway Corridor Overlay District (MHC), which was amended recently to allow for new and used vehicle sales; and that a business would have to obtain an SUP for this use on a case-by-case basis.

In answer to questions from Council, Mark Rhodes, Vice President for Support Services for Fort Worth Community Credit Union, 3605 Pelican Court, Arlington, stated that they sell cars at this location as it is their headquarters and it is easier to consolidate vehicles at one location; that they have been selling cars there since 2001 and did not know that it was impermissible; that they were notified of the violation

by the City; that they have 12 branches; that as a credit union, they make loans on vehicles that sometimes come back as repossessions and they turn around and sell them to ameliorate the loss on the loans; that they are not in the used car business; that they never thought that the sale of repossessed vehicles would be an issue and that other financial institutions sell vehicles at their locations; that the number of cars will vary due to time of year; that derelict vehicles will not be left on the property; that if this item is turned down, they would have to find another location for the general public to look at the vehicles; that there are approximately nine to ten vehicles on-site currently; and that they put in a sheet of paper in the window of the vehicles denoting vehicle type, number of miles and the asking price. In answer to questions from Council, it was stated that it was not readily apparent that the cars at the location were for sale and that the Credit Union received a warning citation by Code Compliance. There was discussion on having a permit from the State to sell vehicles.

Mayor Griffin opened up the public hearing at 8:51 p.m.

Nobody chose to speak during the public hearing.

Mayor Griffin closed the public hearing at 8:52 p.m.

Motioned by Councilmember Fisher, seconded by Councilmember Turner, to deny an ordinance to rezone the property known as Lot 4BR2A, Block 1, Northeast Community Hospital Addition, located at 1905 Forest Ridge Drive, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/New and Used Cars and Truck Sales/Service to allow for used car sales by Fort Worth Community Credit Union; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located north of State Highway 183 and west of Forest Ridge Drive. (Z-261)

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

8. Public hearing and consider an ordinance to rezone the property known as Lot 4, Block 1, The Shops at Central Park Addition from "PUD" Planned Unit Development District to Heavy Commercial/Specific Use Permit/Automobile Parking Lot and Areas. The property is generally located south of State Highway 183 and east of Central Drive. (Z-263)

The applicant withdrew their application and no action was taken on this item.

9. Consider a resolution amending 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 DFWHD Partners LP (Texas Harley-Davidson).

Mr. Syblon presented information regarding this item, which is an amendment to an agreement with Texas Harley-Davidson. At the time of the agreement, it was thought that the construction of the new dealership would be complete by the end of 2014. Due to delays, the project will not be complete until March of 2016. The completion date in the agreement has been changed to reflect the new date.

Motioned by Councilmember Champney, seconded by Councilmember Farco, to approve a resolution amending 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 DFWHD Partners LP (Texas Harley-Davidson).

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

10. Consider a resolution of the City Council of the City of Bedford, Texas amending 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 Shops Dunhill Ratel, LLC. (Movie Tavern).

Mr. Syblon presented information regarding this item. In 2012, an agreement was formalized with Dunhill Partners to assist in the development of a Movie Tavern theater. At the time of the agreement,

it was anticipated that the project would be completed by the summer of 2013. Construction was delayed and the agreement was amended for a 2014 completion date. Changes in ownership then caused further delays; however, the project is now moving forward. It is anticipated that the project will be completed by the end of 2015 and that language was changed in the agreement.

Motioned by Councilmember Davisson, seconded by Councilmember Turner, to approve a resolution of the City Council of the City of Bedford, Texas amending 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 Shops Dunhill Ratel, LLC. (Movie Tavern).

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

11. Consider a resolution authorizing the City Manager to purchase a 2015 Chevrolet Silverado truck in the amount of \$20,883.66 through Holiday Chevrolet utilizing the Tarrant County Cooperative Contract.

Deputy Police Chief Les Hawkins presented information regarding this item, which is for the approval of a new vehicle for Code Compliance. Staff originally asked for a $\frac{3}{4}$ ton truck at \$25,000 during the budget process but realized they could get along with a $\frac{1}{2}$ ton truck, which reduced the cost. It is to replace a 2001 truck that has over 91,000 miles on it.

Motioned by Councilmember Turner, seconded by Councilmember Davisson, to approve a resolution authorizing the City Manager to purchase a 2015 Chevrolet Silverado truck in the amount of \$20,883.66 through Holiday Chevrolet utilizing the Tarrant County Cooperative Contract.

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

Council discussed placing the remaining action items on consent.

12. Consider a resolution authorizing the City Manager to purchase eight 2015 replacement patrol vehicles and related accessories in the amount of \$251,790 through Holiday Chevrolet utilizing the Tarrant County Cooperative Contract.

This item was approved by consent.

13. Consider a resolution authorizing the City Manager to purchase a Robotex Avatar III tactical robot in the amount of \$29,154.10 through Robotex, Inc.

This item was approved by consent.

14. Consider a resolution authorizing the City Manager to enter into the first year of a three-year agreement with Texas Harley-Davidson for the lease of five Harley-Davidson police package motorcycles in the amount of \$24,000.

This item was approved by consent.

15. 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.

16. Consider a resolution authorizing the City Manager to purchase a replacement 2015 Chevrolet 2500HD Extended Cab truck in the amount of \$25,220 through the BuyBoard Cooperative Purchasing Program.

This item was approved by consent.

17. Consider a resolution authorizing the City Manager to purchase a GapVax Combination Jet/Vacuum Machine in the amount of \$352,058 from Rush Truck Center through BuyBoard, a Local Government Purchasing Cooperative.

This item was approved by consent.

18. Discussion on the antique light poles in the Stonegate neighborhood. **This item requested by Councilmember Fisher.

Councilmember Fisher requested this item be placed on the agenda for discussion. He stated that in September, there was a discussion on a Facebook page regarding the antique light poles in the Stonegate subdivision. It was asked if these lights could be restored and where the other lights may be, and he promised that he would look into it. The City Manager has verified the City does own the lights. There are only two lights currently standing and they are in substandard condition. He stated that the Council has asked what the City can do to enhance and establish neighborhoods. He stated that he did not know what it would take to restore the lights but that there is a genuine interest in doing so. There was discussion on the lights being disconnected; that there were six to eight at one time; it being a project for the Cultural Commission; restoring the lights to working order; costs and fundraising; re-finishing the lights; the feasibility to making them operable again; and what it would take to paint the lights. Council was of the consensus for staff to investigate utilizing a Boy Scout troop or Eagle Scout candidate to research this item.

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

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

Councilmember Fisher reported that the Board met last week. They had a quick meeting and there are no items to discuss.

✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner reported that the Commission held its first meeting with its newly organized membership the previous night. The new chairperson Marty Geer has been active in recruiting new membership and five people interviewed for the Commission earlier in the evening. They have some great plans and new ideas being put forth for discussion.

✓ **Community Affairs Commission - Councilmember Boyter**

Councilmember Boyter commended the Commission's new chairperson, Roy Savage, on doing a tremendous job. He is looking forward to lively and energetic activities from the Commission moving forward.

✓ **Cultural Commission - Councilmember Champney**

Councilmember Champney reported that the Commission along with staff assembled at the storefront art gallery at Harwood Road and Central Drive. High school art and other art such as paintings, ceramics and jewelry were there. Due to the weather, they were not able to have the event as planned, but the gallery is set up.

✓ **Library Board - Councilmember Davisson**

Councilmember Davisson discussed the earlier agenda item regarding appointing younger members to the City's Boards and Commissions.

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

No report was given.

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

Councilmember Farco reported that the Board met and chose April 16, 2015 as the date for the next Teen Court Banquet, which will be held at the Hurst Conference Center. The next meeting is scheduled for January 15, 2015.

20. Council member Reports

No other reports were given.

21. City Manager/Staff Reports

City Manager Beverly Griffith reported that the groundbreaking for the Boys Ranch Park improvements will be held on Saturday, December 6 at 9:00 a.m.

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1RB, Bedford Meadows Shopping Center.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1 Lot 1, First State Bank Plaza.
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations with the City of Euless.
- d) Pursuant to Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Stonecourt Subdivision.

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1RB, Bedford Meadows Shopping Center; Section 551.087, deliberation regarding economic development negotiations relative to Block 1 Lot 1, First State Bank Plaza; Section 551.087, deliberation regarding economic development negotiations with the City of Euless; and Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Stonecourt Subdivision at 9:20 p.m.

Council reconvened from Executive Session at 9:41 p.m.

Any necessary action to be taken as a result of the Executive Session will occur during the Regular Session of the Bedford City Council Meeting.

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

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

ADJOURNMENT

Mayor Griffin adjourned the meeting at 9:42 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: See below

DATE: 12/09/14

Persons to be Heard

ITEM:

- a) Ben Panchasarp, 4020 N. Macarthur Boulevard, Suite 122-278, Irving, Texas 75038 – Requested to speak to the Council regarding the City Ordinance on lawn care.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letter of Request

From: Ben Panchasarp [REDACTED]
Sent: Wednesday, November 12, 2014 10:17 AM
To: Wells, Michael
Subject: Persons to be heard Nov 18 city council

Mr. Wells,

Thanks for your help.

I would like to be able to speak to the city council in regards to the city ordinance on lawn care. Our property is located at 121 and Cummings drive. The address you could have on the agenda is 4020 N. Macarthur blvd Ste 122-278 Irving, TX 75038. My contact number is [REDACTED].

I appreciate your help and feel free to contact me with any questions.

Sincerely,
Ben Panchasarp



Council Agenda Background

PRESENTER: William Syblon, Development Director

DATE: 12/09/14

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

ITEM:

Public hearing and consider an ordinance to rezone a portion of the property known as Lot C, Block 28, Stonegate Addition, located at 530 Bedford Road, Bedford, Texas, from Light Commercial to Light Commercial/Specific Use Permit/Funeral Homes & Mortuaries, specifically allowing for Bedford Funeral Home. The property is generally located east of Brown Trail and south of Bedford Road. (Z-258)

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The applicant is proposing to operate a funeral home in a 2,551 square foot lease space in the Bedford Plaza Retail Center. Tarrant Appraisal Records show this property to be addressed as 530 Bedford Road. The mailing address for the funeral home will be 524 Bedford Road. The hours of operation will typically be from 8:00 a.m. to 5:00 p.m.; however, extended hours up to 10:00 p.m. will be available upon request.

Parking and landscaping are incorporated in the overall shopping center, and are in compliance with the Zoning Ordinance.

The Planning and Zoning Commission recommended approval of this application at their November 13, 2014 meeting by a vote of 6-1-0 with the following stipulations:

- The use be restricted exclusively to the indoor lease space and no stacking of vehicles or processions occur outside of the building; and,
- That the specific use permit be attached to the business and not to the land.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone a portion of the property known as Lot C, Block 28, Stonegate Addition, located at 530 Bedford Road, Bedford, Texas, from Light Commercial to Light Commercial/Specific Use Permit/Funeral Homes & Mortuaries, specifically allowing for Bedford Funeral Home. The property is generally located east of Brown Trail and south of Bedford Road. (Z-258)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
Site Plan, Floor Plan, Applicant Letter
Aerial Photo, Zoning Sign Photo
Application, Draft P&Z Minutes
Star-Telegram Publication

ORDINANCE NO. 14-

AN ORDINANCE TO REZONE A PORTION OF THE PROPERTY KNOWN AS LOT C, BLOCK 28, STONEGATE ADDITION, LOCATED AT 530 BEDFORD ROAD, BEDFORD, TEXAS, FROM LIGHT COMMERCIAL TO LIGHT COMMERCIAL/SPECIFIC USE PERMIT/FUNERAL HOMES & MORTUARIES, SPECIFICALLY ALLOWING FOR BEDFORD FUNERAL HOME. THE PROPERTY IS GENERALLY LOCATED EAST OF BROWN TRAIL AND SOUTH OF BEDFORD ROAD. (Z-258)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Zoning Ordinance be rezoned for a portion of the property known as Lot C, Block 28, Stonegate Addition, located at 530 Bedford Road, Bedford, Texas, from Light Commercial to Light Commercial/Specific Use Permit/Funeral Homes & Mortuaries, specifically allowing for Bedford Funeral Home. The property is generally located east of Brown Trail and south of Bedford Road. (Z-258)

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

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

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

A portion of the property known as Lot C, Block 28, Stonegate Addition, located at 530 Bedford Road, Bedford, Texas, shall be shown as approved by this ordinance.

SECTION 3. That approval of this rezoning is subject to the following stipulations:

- 1. The use be restricted exclusively to the indoor lease space and no stacking of vehicles or processions occur outside of the building; and,**
- 2. That the specific use permit be attached to the business and not to the land.**

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

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

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

SECTION 7. That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars

ORDINANCE NO. 14-

(\$2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.

PRESENTED AND PASSED this 9th day of December, 2014, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

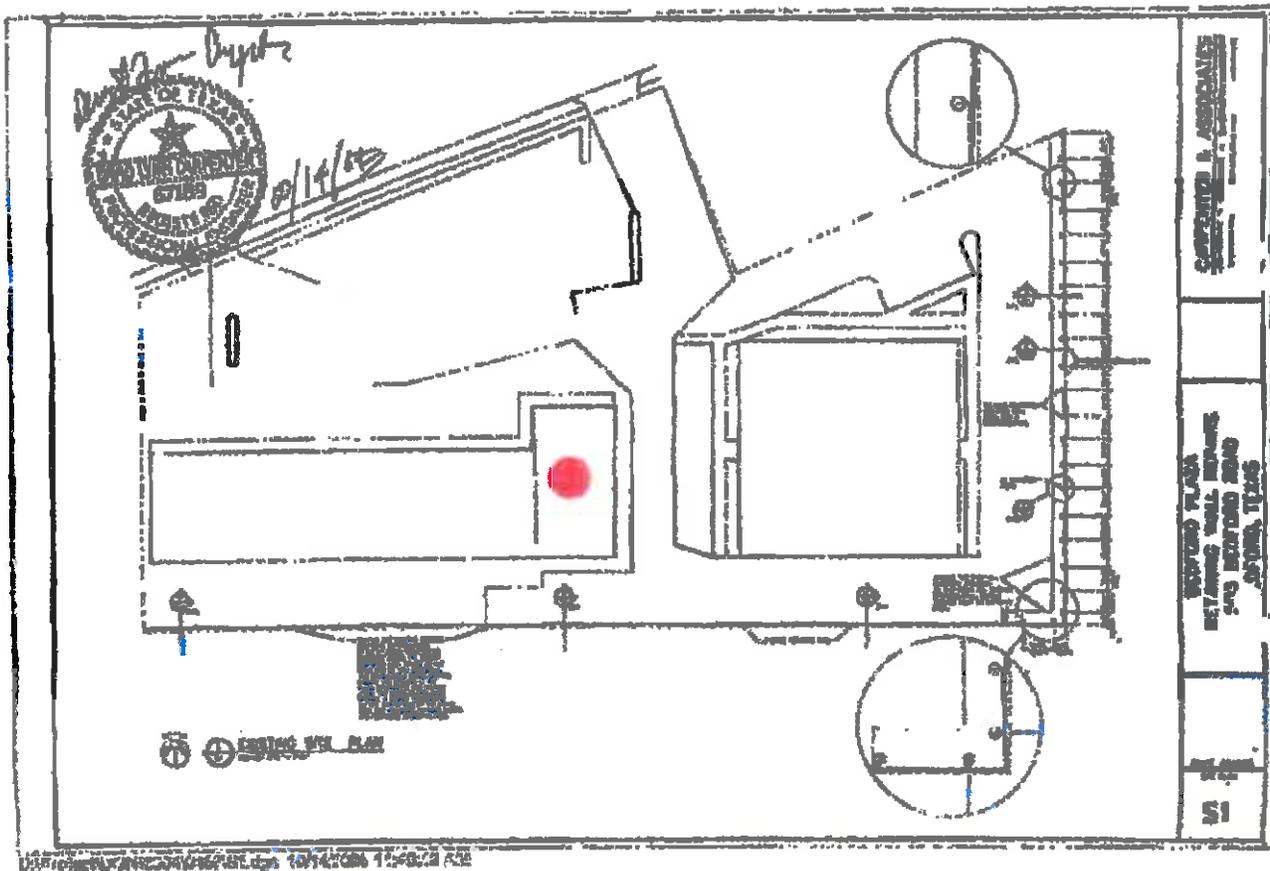
Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

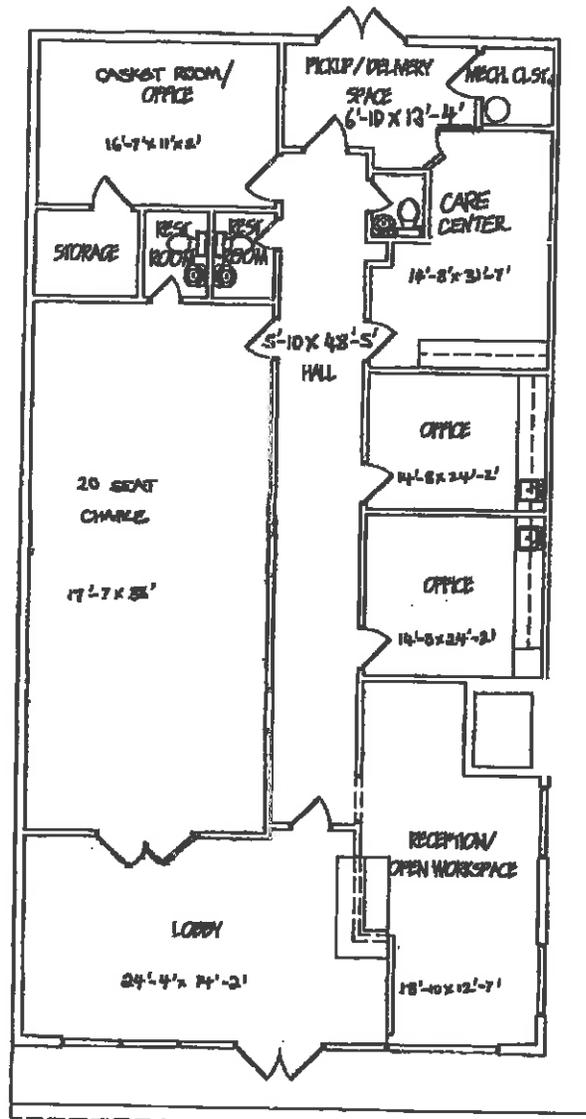
Stan Lowry, City Attorney



524 Bedford Rd

Z-258


 City of Bedford Texas
 Development Department
 Planning and Zoning
08-25-14P04:53 RCVD



① SHEET 524
X-10

BEDFORD FUNERAL HOME
 524 BEDFORD ROAD
 BEDFORD, TX
 TEL: 817-966-4515 FAX: 817-382-4456

524 BEDFORD ROAD BEDFORD, TEXAS
<small>PREPARED BY</small> ANDREW L. BILL <small>REGISTERED ARCHITECT</small> <small>7700 GARDEN GROVE DRIVE</small> <small>IRVING, TEXAS 75038-9998</small>
<small>DATE</small> 09/30/09
<small>BY</small> JAYL SCOTT
<small>SCALE</small> A1.0

Z-258


City of Bedford Texas
 Development Department
 Planning and Zoning
 09-30-14 2:09 RCVD

Z-258

CASE # Z258

09-10-14P03:59 RCVD

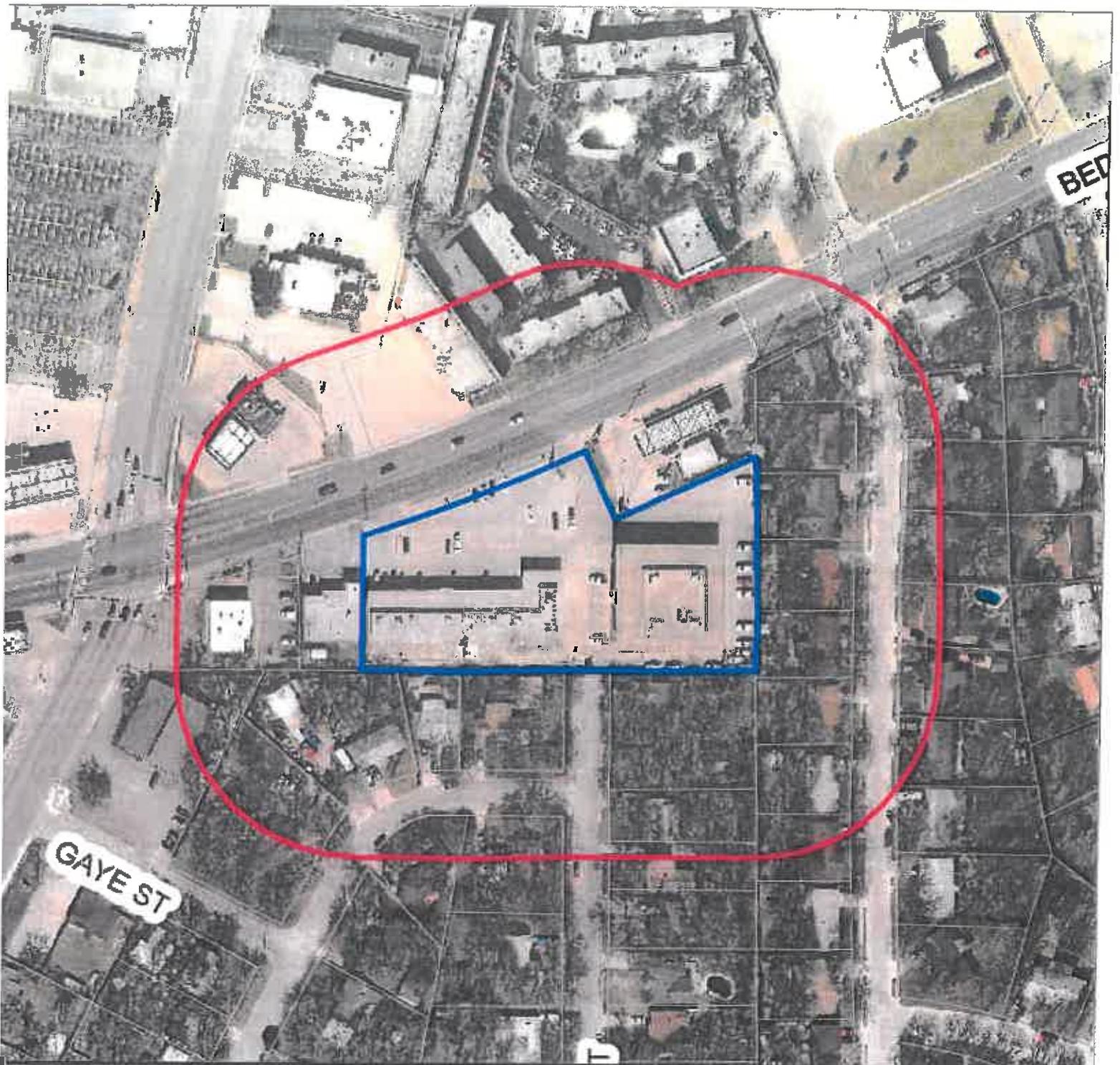
09/09/2014

The following are the required items requested by the DRC on September 3rd 2014

Attached please find:

1. A scalable floor plan of the suite in question including dimensions of each room.
2. Dimensions of a typical parking lot which is 9ft X 18ft.
3. Dimensions between parking rows which is 28ft
4. The width of the fire lane in actual feet measurements which is up to 25ft.
5. Vehicles will be parked in regular parking lot away from fire lane and not blocking the fire lane. There will be no lining up of vehicles since most services will be directed or required to be at the church.
6. All deliveries will be done from the delivery door which is behind the building. There will be adequate room for deliveries without interference of the fire lane.
7. The hours of operation will be 8am to 5pm and up to 10pm extended time for viewing if requested by family.
8. There will be a total of 10 to 20 chairs in the chapel. Most services will be held at the family churches or rented churches.

John Njanga



**Hearing
Date: 11-13-2014 Z-258**

**Address: 000530 BEDFORD RD
Addition: STONEGATE ADDITION-BEDFORD
Bedford, TX 76021**

SUBNUM: 40470 BLOCK: 28 LOT: C



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



THIS PROPERTY IS IN ZONE
ZONING CHANGE
FOR INFO CALL
CITY OF BEDFORD PLANNING
AND ZONING DEPT. AT
(817) 952-2137

City of Bedford
Specific Use Permit Application

08-25-14P04 38 RCVD

Z-258

Applicant Name (Print): JOHN R NGAAGA (*Signature): J. R. NGAAGA

Address: 2501 Meadowbrook Cr 120 Bedford TX 76021

Telephone number: 817 966 4515 Fax number: 682 503 4456

Johnngaaga@gmail.com
I, the undersigned owner, or lessee (Option Holder, etc.) of the following

described real property located in the City of Bedford, Texas, hereby make application for a change of zoning classification:

From: Commercial/Retail To: FUNERAL HOMES & MORTUARIES
Funeral Home Chapel

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

Legal Description: Lot C, Block R, Addition STONEGATE (PARTION OF)
Tract Abstract Survey to the City of Bedford, Texas.

Street Address: 524 BEDFORD ROAD

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

Fee: (\$205.00 plus \$205.00 per acre over one) \$205.00 + \$205.00 x 2.05

Payable by cash, VISA, MasterCard, or check made out to the City of Bedford. (# of acres) (total fee)

Property Owner (if not applicant) (*Signature)
Clint Montgomery Clint Montgomery

(Print Name)
Bowstone LLC

(Company Name)
Bowstone LLC

(Street Address, City, State & Zip Code)
5601 Bridge St. # 504 Fort Worth, TX 76112

(Telephone number) (FAX number)
817-288-5525 817-288-5511

Land Planner/Engineer/Surveyor (*Signature)
J. R. NGAAGA

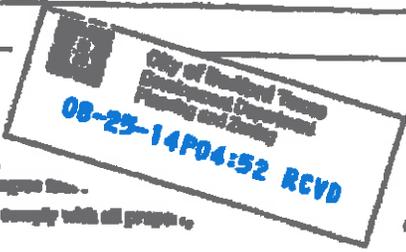
(Print Name)
J. R. NGAAGA

(Company Name)
J. R. NGAAGA

(Street Address, City, State & Zip Code)
J. R. NGAAGA

*I have read the completed application and know the facts in and correct and hereby agree that the Commission and State Laws will be complied with whether heard qualified or not. I agree to comply with all proper the property or the duty authorized agent.

*Submitted of false information or omission or falsified by this application may result in any permit, license, or approval being revoked.
(Signature) J. R. NGAAGA 08/25/14



**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF OCTOBER 23, 2014**

DRAFT

The Pledge of Allegiance was given.

APPROVAL OF MINUTES

- 1. Consider approval of the following Planning and Zoning Commission meeting minutes:**
 - a) October 23rd, 2014, regular meeting**

Motion: Commissioner Hall made a motion to approve the meeting minutes of October 23, 2014, with noted corrections made at the Work Session.

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

Ayes: Commissioners Culver, Sinisi, Stroope, Hall, Vice Chairman Carlson, Chairman Reese

Nays: None

Abstention: Commissioner Henning

Motion approved 6-0-1. Chairman Reese declared the October 23, 2014 meeting minutes approved.

PUBLIC HEARINGS

- 3. Public hearing and consider a request to rezone a portion of property known as Lot 3, Block 1, Parkwood Village Addition, located at 209 Harwood Road, Suite B, Bedford, Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/Secondhand, Rummage & Used Furniture Stores to allow for Furniture Consignment by TJ. The property is generally located north of Harwood Road and west of Brown Trail. (Z-260)**

Chairman Reese noted this item was previously tabled on the October 23rd, 2014 meeting.

Chairman Reese stated the public hearing was left open and now been withdrawn.

Chairman Reese closed the public hearing and noted that it has been withdrawn.

- 4. Public hearing and consider a request to rezone a portion of property known as Lot C, Block 28, Stonegate Addition, located at 530 Bedford Road, Bedford, Texas from Light Commercial to Light Commercial/Specific Use Permit/Funeral Homes & Mortuaries specifically allowing for a Bedford Funeral Home. The property is generally located east of Brown Trail and south of Bedford Road. (Z-258)**

Chairman Reese recognized Consultant City Planner Dan Boutwell who reviewed Zoning Case Z-258.

Chairman Reese recognized John Nganga, who was there to represent this application.

Chairman Reese opened the public hearing at 7:25 p.m. and recognized the following residents:

- Travis Mitchell, funeral director from Serenity Funeral Chapel Services in Sherman, Texas, who spoke in support of this application.

Chairman Reese closed the public hearing.

The Commission discussed the application.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF OCTOBER 23, 2014**

DRAFT

Motion: Chairman Henning made a motion to approve Zoning Case Z-258 with the following stipulations:

- The use be restricted exclusively to the indoor lease space and no stacking of vehicles or processions occur outside of the building; and,
- That the specific use permit be attached to the business and not to the land.

Chairman Hall seconded the motion and the vote was as follows:

Motion approved 6-1-0. Chairman Reese recommended approval of Zoning Case Z-260.

5. **Public hearing and consider a request to rezone the property known as Lot 1, Block 1; Lot 1-A, Block 1 First State Bank Plaza addition, located at 1921 & 1901 Shoalmont Drive respectively, from Service Commercial and Heavy Commercial/Specific Use Permit/Motorcycle Service respectively to Heavy Commercial/Specific Use Permit/Motorcycle Sales and Service. The properties are generally located north of State Highway 183 and west of Central Drive. (Z-262)**

Chairman Reese recognized Consultant City Planner Dan Boutwell who reviewed Zoning Case Z-262.

Chairman Reese recognized Neil Nobel, general manager of Adam Smith's Texas Harley, and Clint Lannon with Compass Civil Engineering, 7111 Bosque Blvd, Suite 101, Waco, Texas who were there to represent this application.

Chairman Reese opened the public hearing at 8:00 p.m., and there being no one to speak about this application, closed the public hearing at 8:09 p.m.

The Commission discussed the application.

Motion: Commissioner Hall made a motion to approve SUP Z-262, to also include the regulations per the included signage exhibits at the workshop.

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

Motion approved 7-0-0. Chairman Reese recommended approval of Zoning Case Z-262 with the noted stipulations.

6. **Consider request to rezone the property known as Lot 4, Block 1, the Shops at Central Park addition, from "PUD" Planned Unit Development to Heavy Commercial/Specific Use Permit/Automobile Parking Lot and Areas. The properties are generally located south of State Highway 183 and east of Central Drive. (Z-263)**

Chairman Reese stated that the applicant has withdrawn this case.

NEW BUSINESS

7. **Request to approve a plat to replat Lots 26 & 27; portion of Lot 28-A; portion of Lot 9-A-1, Lot 10-A, and Lot 11-A, Block 2, Oak Grove Estates Addition, respectively located at 2413 Renee Drive, 2409 Renee Drive, 2405 Renee Drive, 687 North Industrial Boulevard, 711 North Industrial Boulevard, 715 North Industrial Boulevard, Bedford, Texas, to Lot 9-R, Block 2. Oak Grove Estates Addition addressed as 725 North Industrial Boulevard, Bedford, TX. The property is generally located north of Bedford Road and west of Industrial Boulevard. (R-067)**

Chairman Reese recognized Consultant City Planner Dan Boutwell who reviewed Case R-067.



CITY OF
BEDFORD

3000 Forest Ridge Drive - Bedford, TX 76021
(817) 952-2100 www.bedfordtx.gov

November 18, 2014

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: clopez@star-telegram.com on Tuesday, November 18, 2014.

FROM:

City of Bedford
Yolanda Cramer, Planning and Zoning Coordinator

Dear Christine,

Please publish the following in "Legal Notices" on Friday, November 21, 2014.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Tuesday, December 9, 2014, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consider an ordinance to rezone a portion of the property known as Lot C, Block 28, Stonegate Addition, located at 530 Bedford Road, Bedford, Texas, from Light Commercial to Light Commercial/Specific Use Permit/Funeral Homes & Mortuaries, specifically allowing for a Bedford Funeral Home. The property is generally located east of Brown Trail and south of Bedford Road. (Z-258)

Public hearing and consider an ordinance to rezone properties known as Lot 1, Block 1, and Lot 1A, Block 1, First State Bank Plaza Addition, located at 1921 and 1901 Shoalmont Drive respectively, from Service Commercial and Heavy Commercial/Specific Use Permit/Motorcycle Service respectively, to Heavy Commercial/Specific Use Permit/Motorcycle Sales and Service. The properties are generally located north of State Highway 183 and west of Central Drive. (Z-262)

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

Development Department
Planning and Zoning
817-952-2137, Fax 817-952-2210
E-mail: yolanda.cramer@bedfordtx.gov



Council Agenda Background

PRESENTER: William Syblon, Development Director

DATE: 12/09/14

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

ITEM:

Public hearing and consider an ordinance to rezone properties known as Lot 1, Block 1, and Lot 1A, Block 1, First State Bank Plaza Addition, located at 1921 and 1901 Shoalmont Drive respectively, from Service Commercial and Heavy Commercial/Specific Use Permit/Motorcycle Service respectively, to Heavy Commercial/Specific Use Permit/Motorcycle Sales and Service. The properties are generally located north of State Highway 183 and west of Central Drive. (Z-262)

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Adam Smith's Texas-Harley Davidson (ASTXHD) wishes to construct a 71,204 square foot building to be used as a new dealership on Shoalmont Drive behind their current service center. The use of motorcycle sales and service is required to have a specific use permit.

As a part of their site plan submittal, ASTXHD is requesting the approval of a special sign type not listed in the City of Bedford Sign Ordinance. In order to make this request, they are required to submit exhibits showing the exact specification of the sign, and they have done so. The particular sign type they are requesting is a roof sign that would be lit so as to be seen at night from the south. They have also submitted a bar and shield sign that would be placed on the east elevation of the building.

The Planning and Zoning Commission recommended approval of this application at their November 13, 2014 meeting by a vote of 7-0-0 with the following stipulation:

- Site plan approval includes the signage exhibits A and B provided at the November 13, 2014 Planning and Zoning Commission meeting.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone properties known as Lot 1, Block 1, and Lot 1A, Block 1, First State Bank Plaza Addition, located at 1921 and 1901 Shoalmont Drive respectively, from Service Commercial and Heavy Commercial/Specific Use Permit/Motorcycle Service respectively, to Heavy Commercial/Specific Use Permit/Motorcycle Sales and Service. The properties are generally located north of State Highway 183 and west of Central Drive. (Z-262)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
Signage Exhibits A and B
Site Plans, Elevations
Aerial Photo, Zoning Sign Photo
Application, P&Z Draft Minutes
Star-Telegram Publication

ORDINANCE NO. 14-

AN ORDINANCE TO REZONE PROPERTIES KNOWN AS LOT 1, BLOCK 1, AND LOT 1A, BLOCK 1, FIRST STATE BANK PLAZA ADDITION, LOCATED AT 1921 AND 1901 SHOALMONT DRIVE, BEDFORD, TEXAS, RESPECTIVELY, FROM SERVICE COMMERCIAL AND HEAVY COMMERCIAL/SPECIFIC USE PERMIT/MOTORCYCLE SERVICE RESPECTIVELY, TO HEAVY COMMERCIAL/SPECIFIC USE PERMIT/MOTORCYCLE SALES AND SERVICE. THE PROPERTIES ARE GENERALLY LOCATED NORTH OF STATE HIGHWAY 183 AND WEST OF CENTRAL DRIVE. (Z-262)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Zoning Ordinance be rezoned for properties known as Lot 1, Block 1, and Lot 1A, Block 1, First State Bank Plaza Addition, located at 1921 and 1901 Shoalmont Drive, Bedford, Texas, respectively, from Service Commercial and Heavy Commercial/Specific Use Permit/Motorcycle Service respectively, to Heavy Commercial/Specific Use Permit/Motorcycle Sales and Service. The properties are generally located north of State Highway 183 and west of Central Drive. (Z-262)

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

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

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

Lot 1, Block 1, and Lot 1A, Block 1, First State Bank Plaza Addition, located at 1921 and 1901 Shoalmont Drive, Bedford, Texas, shall be shown as approved by this ordinance.

SECTION 3. That approval of this rezoning is subject to the following stipulation:

1. Site plan approval includes the signage exhibits A and B provided at the November 13, 2014 Planning and Zoning Commission meeting.

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

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

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

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

ORDINANCE NO. 14-

PRESENTED AND PASSED this 9th day of December, 2014 by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

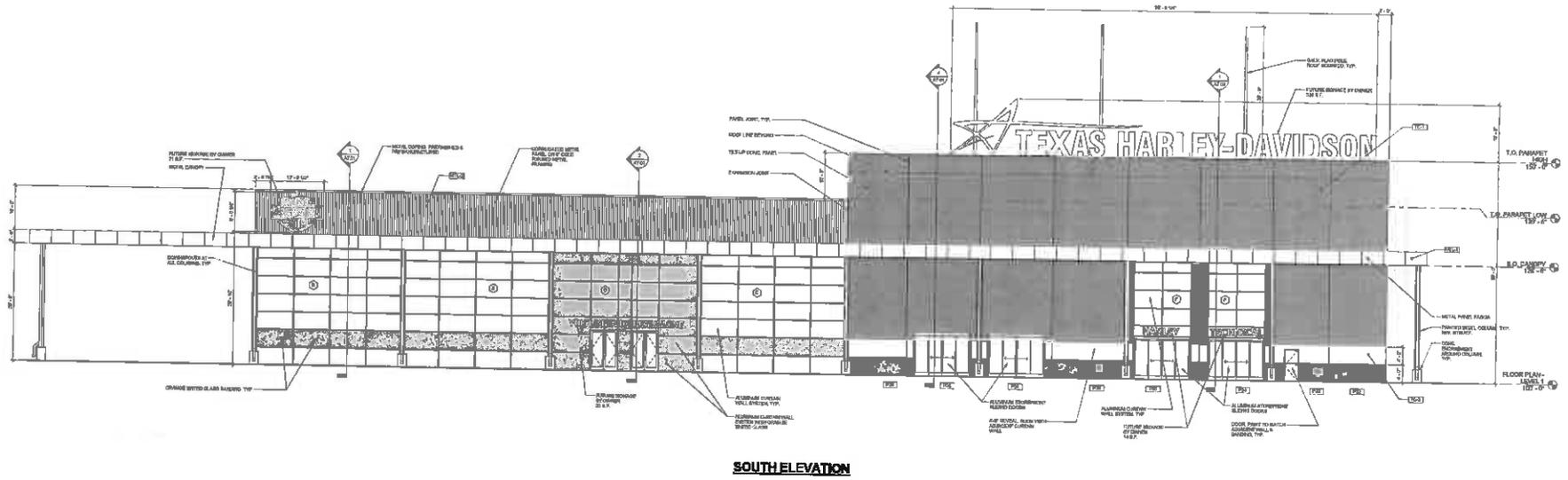
Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Z-262

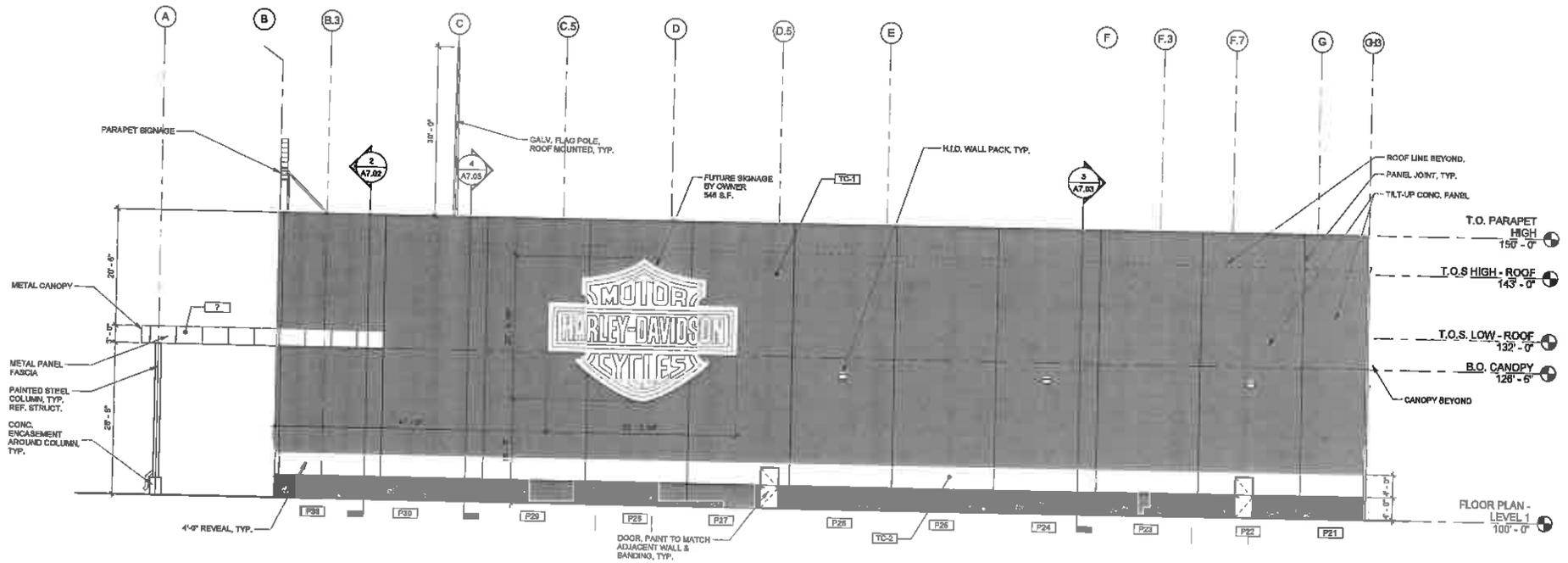
EXHIBIT A



SOUTH ELEVATION

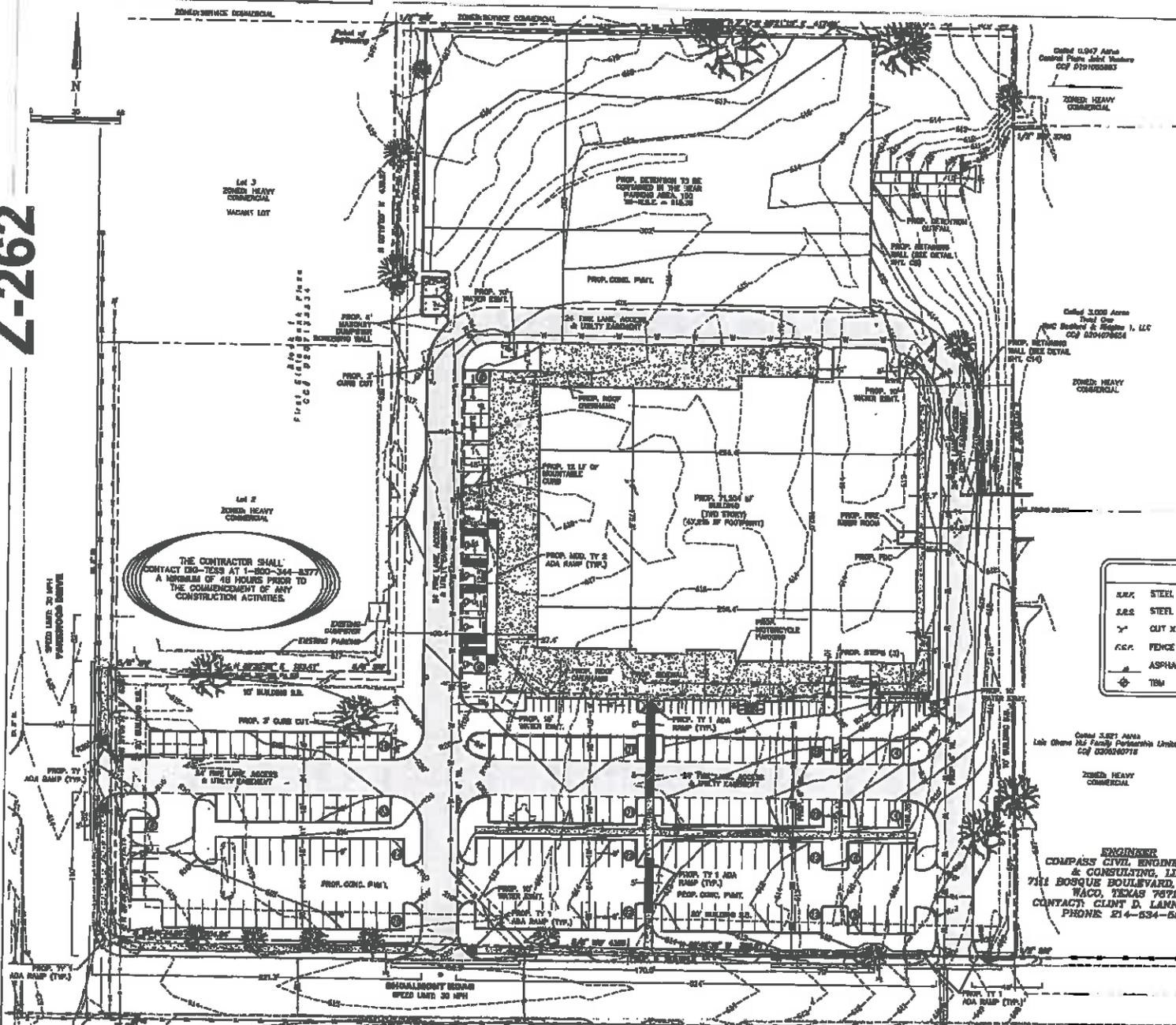
Z-262

EXHIBIT B

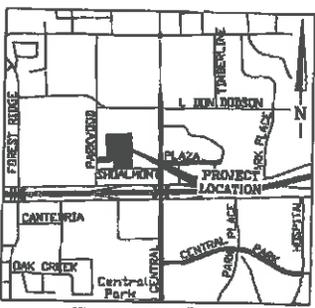


EAST ELEVATION

Z-262



THE CONTRACTOR SHALL CONTACT DBO-TESS AT 1-800-344-4377 A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.



SITE DATA:

EX. ZONED: SERVICE COMMERCIAL
 PROP. ZONING: HEAVY COMMERCIAL
 PROPOSED USE: VEHICLE SALES
 PROPOSED BUILDING AREA: 71,204 SF.
 BUILDING HEIGHT: (TWO STORY) 50 FT.
 PARKING REQUIRED (1/200): 143 SPACES
 PARKING PROVIDED: 185 SPACES
 HANDICAP SPACES REQUIRED: 8 SPACES
 HANDICAP SPACES PROVIDED: 8 SPACES
 LOT AREA: 6.80 AC; 288,314 SF
 IMPERVIOUS AREA: 224,400 SF
 VEGETATED AREA: 71,994 SF
 LOT COVERAGE: 76.73 %

LEGEND

S.R.K.	STEEL ROD FOUND	□	POWER POLE
S.R.S.	STEEL ROD SET	⊗	LIGHT POLE
X	CUT X IN CONCRETE	T	WATER VALVE
C.C.P.	FENCE CORNER POST	⊙	SANITARY SEWER MANHOLE
ASPH	ASPHALT	⊕	FIRE HYDRANT
T.M.	T.M.	⊙	WATER METER

NOTE

1. THE BUILDING FIRE SPRINKLER SYSTEM IS REQUIRED BY THE FIRE DEPARTMENT TO BE MONITORED. A KONG BOX IS REQUIRED FOR ACCESS TO THE BUILDING.

Cont'd 3.521 Area
 Lot Owners 162 Family Partnerships Limited
 Cof 0300040776

ENGINEER
 COMPASS CIVIL ENGINEERING
 & CONSULTING, LLP
 7111 BOSQUE BOULEVARD, STE. 101
 WACO, TEXAS 76710
 CONTACT: CLINT D. LANNEN, P.E.
 PHONE: 214-534-5503

OWNER
 BEDFORD HARLEY PARTNERS, LP.
 AND KEAL ESPARTE, LTD.
 1810 AIRPORT FREEWAY
 BEDFORD, TEXAS 76022
 CONTACT: ADAM SMITH
 PHONE: 817-480-8480

PRELIMINARY PLANS

THIS DOCUMENT IS PROVISIONAL AND FOR REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
 CLINT D. LANNEN, PE # 107843
 DATE: 10/08/2014

THE ENGINEER HAS REVIEWED THIS PLAN AND APPROVES IT AS SHOWN.

COMPASS
 CIVIL ENGINEERING
 & CONSULTING, LLP
 7111 BOSQUE BOULEVARD, STE. 101
 WACO, TEXAS 76710
 WWW.COMPASS-LLP.COM

ADAM SMITH TEXAS MAINLY-DRAWN
 7' EXCEPT BY LOT 1, BLOCK 1,
 STREET FRONTING BLOCKS 4200000
 34344 AC., SCHWENK-SCHWENK COMMERCIAL
 INDUSTRIAL, TARRANT COUNTY, TEXAS

DATE PLOTTED

OWNER: COEC
 DRAWN: 01/15/2014
 SHEET: 18-150
 SHEET PAGE

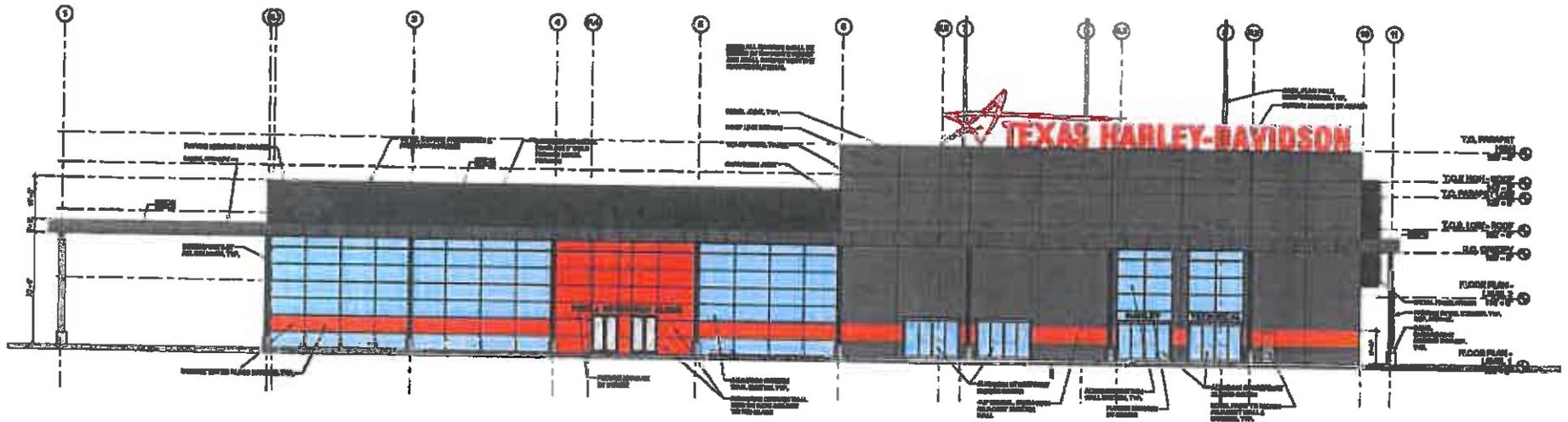
68



City of Bedford Texas
Development Department
Planning and Zoning

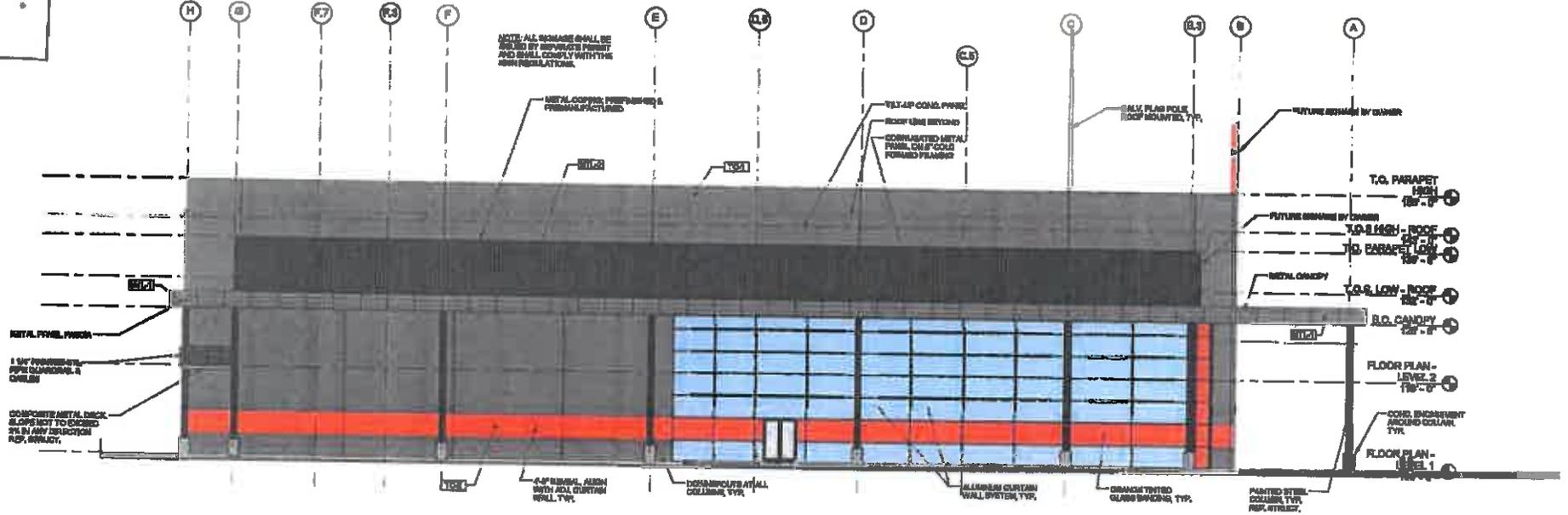
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Z-262



SOUTH ELEVATION

Z-262



WEST ELEVATION



Z-262



City of Bedford Texas
Development Department
Planning and Zoning

10-22-14 14:50



Z-262



City of Bedford Texas
Development Department
Planning and Zoning

10-22-14 14:50 IN





Z-262



City of Bedford Texas
Development Department
Planning and Zoning

10-22-14 14:50 IN

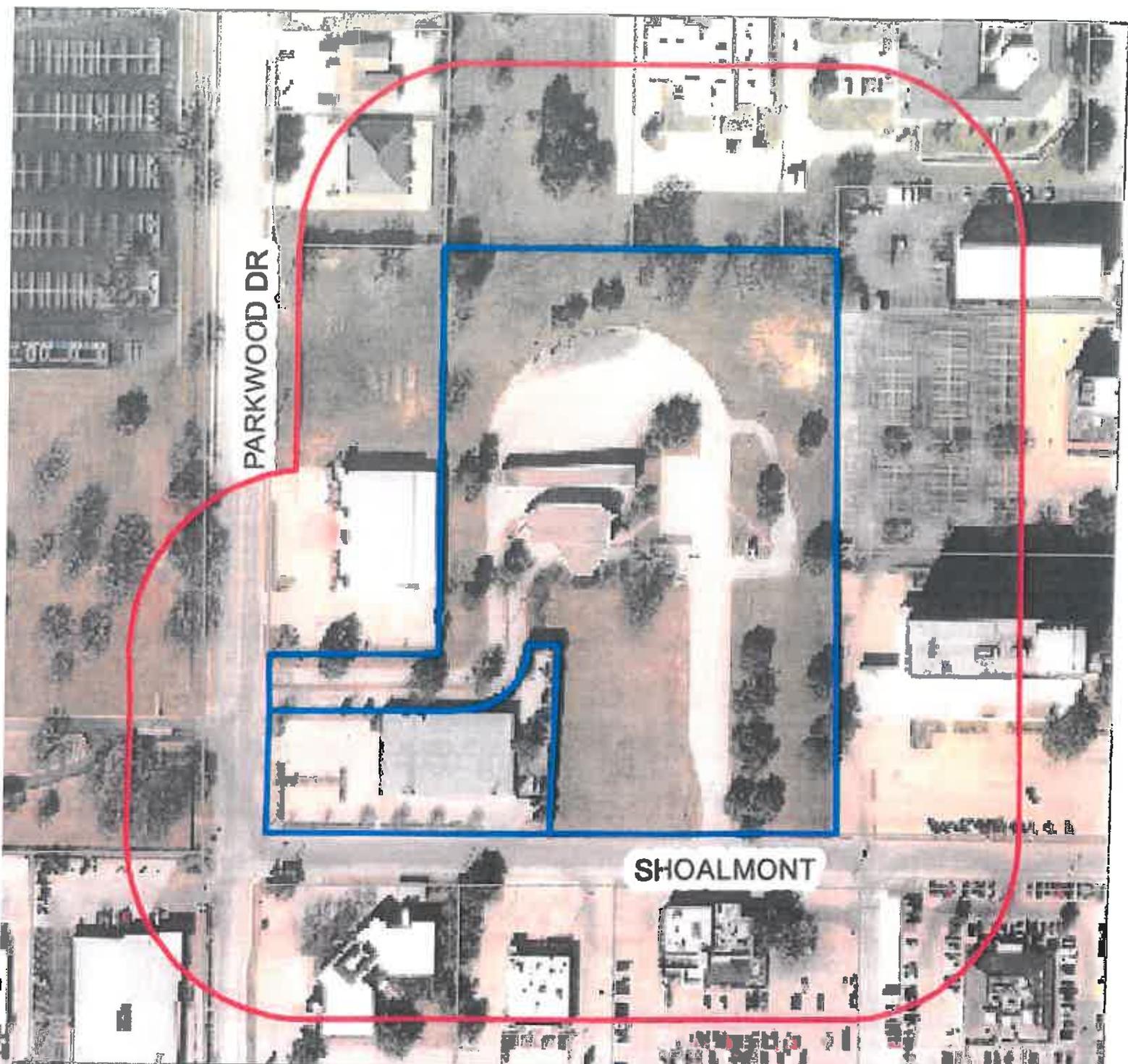


Z-262



City of Bedford Texas
Development Department
Planning and Zoning

10-22-14 14:50 IN



PARKWOOD DR

SHOALMONT

Hearing
Date: 11/13/2014 Z-262

Address: 1921 AND 1901 SHOALMONT DR
Addition: FIRST STATE BANK PLAZA
Bedford, TX 76021

SUBNUM: 13893 BLOCK: 1 LOT: 1 AND 1A

 **200 Ft Buffer**
 **Project Location**



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



City of Bedford
Specific Use Permit Application

10-10-14 11:01 AM

Date **Z-262**

Applicant Name (Print): Adam Smith (*Signature): [Signature]
Address: 1839 Airport Freeway, Bedford, Tx 76021
Telephone number: 817-480-5460 Fax number: _____

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

From: Service Commercial To: Heavy Commercial

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

Legal Description: LOT 1, BLOCK 1, FIRST STATE BANK = 1921 SHOALMONT RD
Tract Abstract Survey First State Bank Addition = 1901 SHOALMONT
to the City of Bedford, Texas.

Street Address NEC of Shoalmont Rd & Parkwood Drive 1901 SHOALMONT ROAD
1921 SHOALMONT ROAD
**Indicate by checking the appropriate box if this application is for a Community Home or Group Home **

Fee: (\$205.00 plus \$205.00 per acre over one.) \$205.00 + \$205.00 x 1 = \$1,640.00
Payable by cash, Visa, MasterCard, or check made out to the City of Bedford. (# of acres) (total fee)

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

(Print name) Adam Smith

(Company name) Bedford Harley Partners / ANS Real Estate, LTD

(Street Address, City, State & Zip Code) 1839 Airport Freeway, Bedford, Tx 76021

(Telephone number) 817-480-5460 (FAX number)

Land Planner/Engineer/Surveyor: (*Signature) [Signature]

(Print Name) Clint Lannen

(Company Name) Compass Civil Engineering & Consulting

(Street Address, City, State & Zip Code) 711 Bosque Blvd, Ste 101, Waco, Tx 76710

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

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

(Signature)

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF OCTOBER 23, 2014**

DRAFT

Motion: Chairman Henning made a motion to approve Zoning Case Z-258 with the following stipulations:

- The use be restricted exclusively to the indoor lease space and no stacking of vehicles or processions occur outside of the building; and,
- That the specific use permit be attached to the business and not to the land.

Chairman Hall seconded the motion and the vote was as follows:

Motion approved 6-1-0. Chairman Reese recommended approval of Zoning Case Z-260.

-  5. **Public hearing and consider a request to rezone the property known as Lot 1, Block 1; Lot 1-A, Block 1 First State Bank Plaza addition, located at 1921 & 1901 Shoalmont Drive respectively, from Service Commercial and Heavy Commercial/Specific Use Permit/Motorcycle Service respectively to Heavy Commercial/Specific Use Permit/Motorcycle Sales and Service. The properties are generally located north of State Highway 183 and west of Central Drive. (Z-262)**

Chairman Reese recognized Consultant City Planner Dan Boutwell who reviewed Zoning Case Z-262.

Chairman Reese recognized Neil Nobel, general manager of Adam Smith's Texas Harley, and Clint Lannon with Compass Civil Engineering, 7111 Bosque Blvd, Suite 101, Waco, Texas who were there to represent this application.

Chairman Reese opened the public hearing at 8:00 p.m., and there being no one to speak about this application, closed the public hearing at 8:09 p.m.

The Commission discussed the application.

Motion: Commissioner Hall made a motion to approve SUP Z-262, to also include the regulations per the included signage exhibits at the workshop.

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

Motion approved 7-0-0. Chairman Reese recommended approval of Zoning Case Z-262 with the noted stipulations.

6. **Consider request to rezone the property known as Lot 4, Block 1, the Shops at Central Park addition, from "PUD" Planned Unit Development to Heavy Commercial/Specific Use Permit/Automobile Parking Lot and Areas. The properties are generally located south of State Highway 183 and east of Central Drive. (Z-263)**

Chairman Reese stated that the applicant has withdrawn this case.

NEW BUSINESS

7. **Request to approve a plat to replat Lots 26 & 27; portion of Lot 28-A; portion of Lot 9-A-1, Lot 10-A, and Lot 11-A, Block 2, Oak Grove Estates Addition, respectively located at 2413 Renee Drive, 2409 Renee Drive, 2405 Renee Drive, 687 North Industrial Boulevard, 711 North Industrial Boulevard, 715 North Industrial Boulevard, Bedford, Texas, to Lot 9-R, Block 2. Oak Grove Estates Addition addressed as 725 North Industrial Boulevard, Bedford, TX. The property is generally located north of Bedford Road and west of Industrial Boulevard. (R-067)**

Chairman Reese recognized Consultant City Planner Dan Boutwell who reviewed Case R-067.



CITY OF
BEDFORD

2000 Forest Ridge Drive - Bedford, TX 75021
(817)952-2100 www.bedfordtx.gov

November 18, 2014

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: clopez@star-telegram.com on Tuesday, November 18, 2014.

FROM:

City of Bedford
Yolanda Cramer, Planning and Zoning Coordinator

Dear Christine,

Please publish the following in "Legal Notices" on Friday, November 21, 2014.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Tuesday, December 9, 2014, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consider an ordinance to rezone a portion of the property known as Lot C, Block 28, Stonegate Addition, located at 530 Bedford Road, Bedford, Texas, from Light Commercial to Light Commercial/Specific Use Permit/Funeral Homes & Mortuaries, specifically allowing for a Bedford Funeral Home. The property is generally located east of Brown Trail and south of Bedford Road. (Z-258)

Public hearing and consider an ordinance to rezone properties known as Lot 1, Block 1, and Lot 1A, Block 1, First State Bank Plaza Addition, located at 1921 and 1901 Shoalmont Drive respectively, from Service Commercial and Heavy Commercial/Specific Use Permit/Motorcycle Service respectively, to Heavy Commercial/Specific Use Permit/Motorcycle Sales and Service. The properties are generally located north of State Highway 183 and west of Central Drive. (Z-262)

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

Development Department
Planning and Zoning
817-952-2137, Fax 817-952-2210
E-mail: yolanda.cramer@bedfordtx.gov



Council Agenda Background

<u>PRESENTER:</u> Jim Griffin, Mayor Michael Wells, City Secretary		<u>DATE:</u> 12/09/14
Council Mission Area: Encourage citizen involvement.		
<u>ITEM:</u> Consider a resolution appointing members to Bedford's Citizen Boards and Commissions. City Attorney Review: N/A City Manager Review: _____		
<u>DISCUSSION:</u> The Council interviewed 14 applicants for openings on Bedford's Citizen Boards and Commissions on November 18, 2014. The Council will interview an additional four applicants, who were unable to attend the earlier interview, during the December 9, 2014 Work Session. One additional applicant who could not attend either interview time was interviewed by the Mayor via telephone the previous week. Council will have the opportunity to discuss the appointments during the Work Session and formally appoint members during the Regular Session.		
<u>RECOMMENDATION:</u> Staff recommends the following motion: Approval of a resolution appointing members to Bedford's Citizen Boards and Commissions.		
<u>FISCAL IMPACT:</u> N/A	<u>ATTACHMENTS:</u> Resolution	

RESOLUTION NO. 14-

A RESOLUTION APPOINTING MEMBERS TO BEDFORD'S CITIZEN BOARDS AND COMMISSIONS.

WHEREAS, the City Council of Bedford, Texas desires to fill openings on Bedford's Citizen Boards and Commissions with qualified applicants.

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

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

SECTION 2. That the City Council appoints the following members to various Bedford Citizen Boards and Commissions established to serve at the will of the Council:

PASSED AND APPROVED this 9th day of December 2014, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

<u>PRESENTER:</u> Jill McAdams, <i>SPHR</i> Human Resources Director		<u>DATE:</u> 12/09/14
Council Mission Area: Demonstrate excellent customer service in an efficient manner.		
<u>ITEM:</u> Consider approval of a resolution authorizing an amendment to the Employee Personnel Policies and Procedures – Incentive Pay. City Attorney Review: N/A City Manager Review: _____		
<u>DISCUSSION:</u> On September 1, 2013, HB 1951 was passed, which created a licensing mandate for Texas Telecommunicators (i.e. Dispatchers). Effective January 1, 2014, all law enforcement Dispatchers employed within the State of Texas are now licensed and regulated through the Texas Commission on Law Enforcement (TCOLE). Additionally, Dispatchers hired on or after January 1, 2014, are required to complete mandated courses and successfully pass an examination proctored by a Police Academy (similar to that of a Peace Officer) prior to the completion of their first year of employment in order to obtain their Basic Certification. TCOLE structured the new licensing mandate after that of a Peace Officer. The structuring includes the same four levels of certification: Basic, Intermediate, Advanced and Master. Additionally, in order to maintain state licensing, each Dispatcher must complete a certain number of training hours in required courses every two years. Due to the similarities in the structure of the program and the same levels of certification, the Police Department requested similar incentive pay as that of a Police Officer through the FY 2014/15 budget process. The requested incentive pay includes: \$25 a month for Intermediate Certification, \$50 a month for Advanced, and \$75 a month for Master. Since Basic certification is now mandatory, incentive pay is not requested. Higher levels of certification are achieved through a combination of training hours and years of experience. For example, a Dispatcher could begin to obtain the certification level of Master after eight years of law enforcement dispatching employment, a minimum of 500 hours of TCOLE approved training, and additional required courses.		
<u>RECOMMENDATION:</u> Staff recommends the following motion: Approval of a resolution authorizing an amendment to the Employee Personnel Policies and Procedures – Incentive Pay.		
<u>FISCAL IMPACT:</u> Approximately \$500 per month paid out of the Dispatch Personnel Services Fund.	<u>ATTACHMENTS:</u> Resolution Police Department Incentive Pay Fee Schedule	

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE EMPLOYEE PERSONNEL POLICIES AND PROCEDURES – INCENTIVE PAY.

WHEREAS, the City of Bedford operates under approved personnel policies; and,

WHEREAS, the City of Bedford recognizes that incentive pay programs provide a system to encourage employees to further their training and education.

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

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

SECTION 2. That the City Manager is hereby authorized to amend the Employee Personnel Policies and Procedures – Incentive Pay.

PRESENTED AND PASSED this 9th day of December 2014, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

V. Development Department (cont)

State of Texas Department of Health Basic Code Enforcement Certification	\$25 per month
State of Texas Department of Health Intermediate Code Enforcement Certification	\$25 per month
Energy Inspector Certification Commercial or Residential	\$25 per month
Certified Building Official Certification	\$25 per month

VI. Police Department

A. Certifications

Type of Certification	Value of Certification
Intoxilyzer Operator (non-Supervisory)	\$25 per month
Firearms Instructor (Dept. recognized firearms instructor/proficiency)	\$25 per month
Citizens Police Academy Coordinator	\$25 per month
Basic Animal Control Certificate	\$25 per month
Advanced Animal Control Certificate	\$25 per month
Euthanasia Technician (non-Supervisory)	\$25 per month
Child Safety Seat Technician	\$25 per month
Intermediate Certification from TCEQ TCOLE (Police Officer & Dispatcher)	\$25 per month
Advanced Certification from TCEQ TCOLE (Police Officer & Dispatcher)	\$50 per month
Master Certification from TCEQ TCOLE (Police Officer & Dispatcher)	\$75 per month

B. Specialized Team/Training Assignments

Type of Assignment	Value of Assignment
Field Training Officer (Patrol)	\$100 per month
Communications Training Officer (Dispatch)	\$25 per month
Designated Division Training Employee (Jail, Records, Animal Control)	\$25 per month
SWAT and/or Hostage Negotiator	\$25 per month
CERT Coordinator	\$25 per month
CPA Coordinator & Assistant Coordinator	\$25 per month
Drug Recognition Expert (DRE)	\$25 per month

VII. Public Works/Engineering Department

A. Public Works

Type of Certification	Value of Certification
TCEQ Customer Service Inspection Certification	\$25 per month
TCEQ Grade C Water	\$25 per month
TCEQ Grade B Water	\$25 per month
TCEQ Wastewater Collection II	\$25 per month
TCEQ Wastewater Collection III	\$25 per month
Road Maintenance Level I	\$25 per month
Road Maintenance Level II	\$25 per month
Road Maintenance Level III	\$25 per month
IMSA Signal Technician Level I	\$25 per month
IMSA Signal Technician Level II	\$25 per month
IMSA Signal Technician Level III	\$25 per month



Council Agenda Background

PRESENTER: Kelli Agan, Technical Services Manager

DATE: 12/09/14

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

ITEM:

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

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In 1996, the City of Bedford began contracting for City-initiated vehicle tows. The scope of the contract was for the purpose of providing vehicle wrecker and storage services for City initiated tows. These tows would be the result of abandoned vehicles, junked motor vehicles and automobile collisions in the event the owner or driver of a vehicle involved in an accident fails or refuses to designate a wrecker service. In 1996, the City entered into a contract with B&B Wrecker Services, Inc. (B&B) for a period of 24 months that was renewed by Council resolution for two additional 24-month terms. The selection of B&B was based on a proven performance of their safety record, response times, professionalism and meeting the required general specifications outlined in the proposal.

Since January 2002, the Bedford Police Department has requested proposals for contract wrecker service for three-year terms. Each of these three-year service contracts have been awarded to B&B either based on the same criteria as listed above, or due to the fact that they were the only one to submit a proposal.

In October 2014, the Bedford Police Department once again requested proposals for contract wrecker service for a three-year term. In response to that request, the Police Department received proposals from B&B and Cardinal Towing and Auto Repair.

After careful review of each proposal, it was determined that B&B was the only one that met all of the qualifications as outlined in the request for proposal. Further, B&B's submitted pricing was significantly lower than that of Cardinal Towing and Auto Repair. Since 1996, B&B has provided exemplary service to the City of Bedford.

If approved, this resolution shall take effect from and after January 8, 2015, and shall be effective for 12 months.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into the first year of a three-year contract with B&B Wrecker Services, Inc. to provide towing for City-initiated vehicle tows and storage and providing an effective date.

FISCAL IMPACT:

N/A

ATTACHMENTS:

**Resolution
Wrecker Contract**

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE FIRST YEAR OF A THREE-YEAR CONTRACT WITH B&B WRECKER SERVICES, INC. TO PROVIDE TOWING AND STORAGE FOR CITY-INITIATED TOWS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Bedford, Texas has determined the necessity to continue having a contract provider for vehicle wrecker and storage services; and,

WHEREAS, the City Council of Bedford, Texas has determined that to meet the needs of the City through efficiency, safety, and professional service to the community, that the City should continue a contractual agreement with B&B Wrecker Services, Inc.

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

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

SECTION 2. That the City does hereby authorize the City Manager to enter into the first year of a three-year contract with B&B Wrecker Services, Inc. to provide towing for City-initiated tows.

SECTION 3. That this resolution shall take effect from and after January 8, 2015.

PRESENTED AND PASSED this 9th day of December 2014, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

WRECKER CONTRACT

THE STATE OF TEXAS §

COUNTY OF TARRANT §

That the City of Bedford, hereinafter called "City," a home rule municipal corporation operating and existing pursuant to the laws of the State of Texas, and B&B Wrecker Service, hereinafter called "Operator," a Texas corporation, agree as follows:

1.00 Purpose, Scope and Intent

- 1.01 The purpose of this contract is to establish the terms and conditions under which the Operator shall provide towing and vehicle storage service to the public in situations in which the removal of automobiles from public streets or other locations is required by the City as a result of accidents, abandonment, or mechanical difficulty, and there is no request by the person in charge of such vehicle to utilize another towing and vehicle storage service.
- 1.02 This contract also covers the terms and conditions under which unclaimed, stored vehicles shall be disposed of.
- 1.03 The City shall utilize Operator to provide towing, preservation and storage of vehicles removed from public streets or other locations of the City as its Police Department may direct. This shall not be deemed to require utilization of Operator if the person in charge of the vehicle requests use of another provider of towing and vehicle storage service.
- 1.04 If the Operator is unable to respond to the City's call for towing service in the time required or does not have adequate equipment to properly tow the vehicle, the City reserves the right to contact another wrecker service. A performance report, as defined in Section 6.00 of this contract, will be filed by the Operator in all instances where the Operator does not meet the minimum response time criteria set forth in Section 3.08.

2.00 Term of Contract, Termination

- 2.01 The term of this contract shall be twelve months from the date the City agrees to this contract as reflected herein. This contract may be renewed by written consent of the parties for additional one year periods not to exceed a total of three years.
- 2.02 The City may terminate this contract without cause by giving the Operator ten (10) days written notice. Upon delivery of such notice, the Operator shall continue to preserve and store vehicles already in its possession until all vehicles have either been properly claimed or auctioned.

3.00 Operator's Minimum Equipment and Operating Requirements

3.01 Minimum Equipment Requirements:

- A. Two, standard duty, one-ton wreckers with 5,000 pounds minimum hauling capacity and one Class 8 wrecker.
- B. Operator shall maintain a single point of contact for wrecker service. Operator shall provide the City one phone number to be called for wrecker service.
- C. All wreckers shall be equipped with dollies, slings, a broom, shovel, ax, prybar, fire extinguisher, flares and fuses.
- D. Each wrecker winch shall have a minimum of 4-ton lifting capacity.
- E. All requirements and equipment specified in the Request for Proposal attached hereto as Exhibit "A."

3.02 The Operator must provide the City with a list of towing equipment to be used in the execution of this contract including the make, model of chassis, year, winch capacity, vehicle tonnage, and towing capacity. A copy of the title of each wrecker to be used shall be provided upon request.

3.03 All wreckers shall be properly licensed under Texas State law and properly permitted by the City of Bedford.

3.04 Wrecker service shall be provided twenty-four hours a day, seven days a week. The storage facility must release vehicles twenty-four hours a day, seven days a week.

3.05 Operator shall not refer any calls to another wrecker service company. If the Operator's wreckers are unavailable or cannot upright or tow the disabled vehicle, the Operator is to advise the City and the City will contact another wrecker service. At no time will the Operator subcontract or assign any of the services outlined in this contract.

3.06 Operator's storage (impound) lot(s) shall be within four (4) miles of the City of Bedford city limits. All lots must be registered with the State of Texas and a copy of the registration shall be on file with the Police Chief.

3.07 No vehicle impounded shall be released to any person without written/printed proof of ownership and verification of the identity of the claimant.

3.08 Ninety-five percent (95%) of all Operator's responses to the scene shall not exceed fifteen (15) minutes. If the Operator shall exceed the response time, the Operator must notify the Police Department of the late response time. If the Operator is more than fifteen (15) minutes late to the scene of a call and the Operator has not notified the Police Department, the Operator will have to provide full justification of the delay to the Police Chief by filing a performance

report. If there is not justifiable cause, the contract may be terminated without notice.

- 3.09 Operator's storage lots must be able to accommodate a minimum of 75 cars and be completely fenced with a six-foot industrial chain link fence. Twenty-four (24) hours prior to any auction, all vehicles located at alternate lots must be moved to the primary lot.

If an area of a large lot is to be set aside to be used as the City's impound lot, then this area must be fenced as described above with only the Operator's authorized employees having access.

All storage lot surfaces must be finished with an all-weather surface and adequately lighted for nighttime release of vehicles as defined by law.

- 3.10 Operator shall be responsible for any damage caused to the vehicle or equipment, and its contents, towed or stored by the Operator. Upon receiving a complaint from any source concerning claimed damage to a towed vehicle or its contents, the Operator shall submit a written performance report to the City of Bedford Police Department within two (2) working days from the notification of the complaint.
- 3.11 If it is necessary to disconnect, alter, or remove any part, gear, or emergency brake of the vehicle before towing, the Operator will, on termination of the tow, repair, replace or re-affix to place the vehicle back to its original condition at the Operator's expense.
- 3.12 City calls for wrecker service shall take priority over all other calls.
- 3.13 Operator shall not remove or sell parts, dismantle or sell the vehicle, fix, or otherwise modify the vehicle unless prior written permission from the owner is received.
- 3.14 Operator shall sweep and remove all debris from the roadway, shoulder, and adjacent areas arising from a vehicle collision.
- 3.15 Operator shall use sand or an oil absorbent material on areas where oil or antifreeze has leaked from wrecked vehicles.
- 3.16 The Operator must comply with all City, State and Federal rules and regulations for wrecker service and storage lot operations.
- 4.00 Charges
- 4.01 Operator shall charge no more for services than the prices set out in Attachment (A). Such charges shall be the only charges made for vehicles pulled or stored

under the provisions of this contract and shall not be increased during the term of this contract.

- 4.02 Operator agrees that any non-consent tows to the City's Law Enforcement Center, ordered by the Police Department, for crime scene processing, and then towed to the Operator's storage lot, shall be considered and charged as a single tow.
- 4.03 Operator agrees to look only to the owner or other person responsible for the vehicle for payment. If payment is not received, such vehicles shall be auctioned as provided by law. Should no one bid on a vehicle, then the City shall title the vehicle to the Operator and all towing, preservation, storage and other fees allowed by law shall be considered paid in full. For vehicles sold to third parties, all of the Operator's charges shall be paid from the proceeds of the sale.
- 4.04 For charges arising from towing requested by City owned vehicles, the City shall make payment to the Operator upon satisfactory receipt of invoice or other billing instrument used by the Operator. All charges are to be less sales tax as the City is tax exempt.
- 4.05 Vehicle tows requested by third-party property owners shall be the responsibility of the Operator. The City shall have no liability to the vehicle owner, third-party owner, or Operator for these tows.

Tows requested by vehicle owners, and the charges related thereto, from the scene of an accident or other locations are to be negotiated between the vehicle owner and the Operator. This contract does not address or regulate the charges for towing and vehicle storage between the Operator and the owners of a vehicle or any other party. Occasionally, the vehicle owner will request the City's Police Department to call for towing service. At the City's option, the City may call the Operator or another towing service. The negotiation of towing fees will be between the vehicle owner and the Operator.

5.00 Abandoned Vehicle Procedure

- 5.01 The Operator shall follow all notification and administrative procedures required by State law.
- 5.02 If, after following all State rules and regulations for proper notification of the last known owner, all lienholders, or other parties required by law to be notified that have a legal right to the vehicle, the vehicle is determined abandoned, then the vehicle will be sold either at public auction by the Operator, or used by the Bedford Police Department, as defined by law.
- 5.03 The Operator shall obtain prior approval of the Bedford Police Department with respect to all forms, notices, and procedures utilized by Operator in notification of

owners and lienholders and the sale of motor vehicles under and pursuant to this contract.

5.04 The Operator will, in a timely manner, properly issue, at its sole expense, subject only to the administrative fee of twenty-five dollars (\$25.00), all necessary notices required under applicable laws and ordinances, including, without limitation thereto, the provisions of the Texas Litter Abatement Act and the Texas Abandoned Motor Vehicle Act, as same may be from time to time amended, so as to provide appropriate notification to owners and lienholders of the towing and storage of motor vehicles and the attendant auction and sale of unclaimed and abandoned motor vehicles and maintain overages for future ownership claims and towing and storage shortages as required by law.

5.05 Operator shall allow the public to view the vehicles for auction beginning at least two (2) hours before the auction.

5.06 The Operator shall arrange and be responsible for all auctions of motor vehicles.

6.00 Reporting

6.01 A performance report will be filed with the Police Chief if any of the following occur:

- A. The Operator exceeds the fifteen (15) minute response time.
- B. The Operator's equipment is in poor condition or is inoperable.
- C. The Operator's employee(s) are disrespectful to the Bedford Police Department, other City officials, or the general public.
- D. A citizen complaint is filed against the Operator.

6.02 The performance report must be filed within two (2) working days of the occurrence of any item in section 6.01.

7.00 Audit, Insurance, Indemnity, Venue, Notices

7.01 Operator agrees to permit the City to audit and inspect all records relative to the towing and storage of vehicles pursuant to this contract at any reasonable time. Failure to allow an audit or falsification of records will be grounds for immediate termination of contract. The Operator shall retain and maintain all business records for a period of three (3) years.

7.02 Operator shall at all times meet the minimum insurance requirements as defined by Attached (B). A certified statement of insurance shall be provided to the City by the Operator's insurer. If at any time the Operator fails to maintain the minimum insurance requirements, the contract will be subject to termination.

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

7.04 Exclusive venue of all disputes arising under this contract shall be in Tarrant County, Texas.

7.05 All notices required under this contract shall be as follows:

To City: Police Chief
 2121 L. Don Dodson Drive
 Bedford, Texas 76021

To Operator: B&B Wrecker Service, Inc.
 1201 W. Euless Blvd.
 Euless, Texas 76040

Such notices shall be deemed served when deposited in U.S. mail, postage prepaid, addressed as stated above.

Agreed to by The City of Bedford on this the 9th day of January, 2015.

Beverly Griffith, City Manager

ATTEST:

Michael Wells, City Secretary

Agreed to by B&B Wrecker Service on this the ____ day of _____, 2015.

B&B Wrecker Service, Inc.

Andy Chesney, Owner

ATTACHMENT A
City of Bedford
Wrecker Service and Storage Fee Quotes

A.	Base charge for Police authorized tows:	PRICES
1.	Base charge pulls (normal)	\$145.00
2.	Additional charges to base	
a.	Use of dollies	\$27.50
b.	Winching/waiting/standby hourly Rate (fifteen minute rates)	\$20.00
c.	Drop drive-shaft	\$15.00
d.	Pulls of 1 ½ ton or greater	\$250.00
B.	Base charge for City of Bedford Vehicles: (i.e., pool cars, P.D. vehicles, administration vehicles, etc.)	
1.	Base charge pulls (normal)	\$45.00
2.	Additional charge to base charge	
a.	Use of dollies	\$27.50
b.	Winching/waiting/standby hourly Rate (fifteen minute rates)	\$27.50
c.	Drop drive-shaft	\$15.00
d.	Pulls of 1 ½ ton or greater	\$125.00
C.	Storage rate per day:	\$20.00
D.	Preservation:	\$20.00
E.	Notification Fee:	\$50.00
F.	Motorcycle/Trailer Usage:	\$95.00 + \$2.50 per mile

ATTACHMENT B

Insurance

SECTION A. Prior to the approval of this contract by the City, CONTRACTOR shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY, and no officer or employee of the City shall have authority to waive this requirement.

INSURANCE COVERAGED REQUIRED

SECTION B. CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by CITY based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONTRACTOR.

SECTION C. Subject to CONTRACTOR'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amount(s):

	TYPE	AMOUNT
1.	Worker's Compensation and Employers Liability or Occupational Accident Policy	Statutory \$100,000/500,000/100,000 Minimum limit of \$100,000
2.	Commercial General (public) Liability (or Garage Liability) insurance including coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal injury e. Advertising injury f. Contractual liability g. Medical payments	Combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent.
3.	Comprehensive Automobile Liability insurance, including coverage for loading and unloading hazards, for: a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent.

4.	Garagekeepers Legal Liability insurance	Minimum limit of \$50,000 per vehicle in the care, custody and control of the Contractor
5.	Tow Truck Cargo insurance, including all risk coverage from vehicles and equipment carried on board and towed by wrecker service.	Minimum limit of \$50,000 per wrecker used in this service.

ADDITIONAL POLICY ENDORSEMENTS

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation biding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

CONTRACTOR agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- A. Name the City of Bedford and its officers, employees, and elected representatives and additional insured, (as the interest of each insured may appear) as to all applicable coverage;
- B. Provide for 30 days notice to City for cancellation, nonrenewal, or material change;

Remove all language on the certificate of insurance indicating that the insurance company or agent/broker will endeavor to notify the City but failure to do so shall impose no obligation or liability of any kind upon the company, its agents, or representatives.
- C. Provide for notice to City at the two addresses shown below by registered mail;
- D. CONTRACTOR agrees to waive subrogation against the City of Bedford, its officers, employees and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- E. Provide that all provisions of this agreement concerning liability, duty, and standard of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.



Council Agenda Background

PRESENTER: Joey Lankford, Fire Marshal
Kelli Agan, Technical Services Manager

DATE: 12/09/14

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

ITEM:

Consider a resolution authorizing the City Manager to purchase mobile radios from Motorola Solutions in the amount of \$40,152.96, utilizing the Tarrant County 9-1-1 P25 Assistance Program Funding.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

Funds were requested in the amount of \$40,152.96 for mobile radios through the 2015 Tarrant County 9-1-1 District P25 Program. This amount covers the purchase of 12 mobile radios, related hardware/software and installation.

The Fire Department has been advised that current mobile radios (i.e. in-car mounted radios) will no longer be serviceable by January 2019. This will affect the majority of the mobile radios in the Police and Fire Departments. The Fire Department is currently seeking other grant funding opportunities to help offset the cost of the replacement mobile radios. This purchase will begin the start of a multi-year project in order that a fiscal hardship is not created during any particular budget year. The mobile radios were not included in the previous purchase of the portable radios and infrastructure updates that was recently completed.

The Police and Fire Departments currently operate 95 mobile radios. This request will replace 13 percent of the current mobile radio inventory.

This purchase will be made utilizing an interlocal purchasing agreement with the City of Fort Worth through Motorola Solutions. This interlocal agreement expires on December 31, 2014, and provides a 20 percent cost savings to the City.

This request is pending approval by Tarrant County, which is anticipated by mid-December 2014. Tarrant County funding through the P25 program does not require a cash match from the City of Bedford.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase mobile radios from Motorola Solutions in the amount of \$40,152.96, utilizing the Tarrant County 9-1-1 P25 Assistance Program Funding.

FISCAL IMPACT:

\$40,152.96 from Tarrant County 9-1-1 District P25 Program Funding

ATTACHMENTS:

Resolution
Motorola Quote

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE MOBILE RADIOS FROM MOTOROLA SOLUTIONS IN THE AMOUNT OF \$40,152.96, UTILIZING THE TARRANT COUNTY 9-1-1 P25 ASSISTANCE PROGRAM FUNDING.

WHEREAS, the City Council of Bedford, Texas determines the necessity to replace mobile radios within the Police and Fire Departments; and,

WHEREAS, the City of Bedford has determined that cost savings can be realized by utilizing the interlocal purchasing agreement with the City of Fort Worth through Motorola Solutions.

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

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

SECTION 2. That the City Manager is hereby authorized to purchase mobile radios from Motorola Solutions in the amount of \$40,152.96 utilizing the Tarrant County 9-1-1 P25 Assistance Program Funding.

PRESENTED AND PASSED this 9th day of December 2014, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Quote Number: QU0000298004

Effective: 06 NOV 2014

Effective To: 05 FEB 2015

Bill-To:
BEDFORD, CITY OF
2000 FOREST RIDGE DR
BEDFORD, TX 76021
United States

Ultimate Destination:
BEDFORD, CITY OF
1816 BEDFORD RD
BEDFORD, TX 76021
United States

Attention:
Name: Joey Lankford
Phone: 817-952-2500

Sales Contact:
Name: Trevlyn Pitner
Email: trevlyn.pitner@motorolasolutions.com
Phone: 817-470-1155

Contract Number: 24489 - FORT WORTH, CITY OF
Freight terms: FOB Destination
Payment terms: Net 30 Due

Table with 6 columns: Item, Quantity, Nomenclature, Description, List price, Your price, Extended Price. Contains line items 1 through 3 with various mobile phone configurations and programming services.

Total Quote in USD \$40,152.96

* This quote contains items with approved price exceptions applied against it
* This quote contains items that reflect discounts from approved total Price Exception of (\$25223)

PO Issued to Motorola Solutions Inc. must:
>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
>Have a PO Number/Contract Number & Date

- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



Council Agenda Background

PRESENTER: Maria Redburn, Library

DATE: 12/09/14

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

ITEM:

Consider a resolution authorizing the City Manager to expend funds for an annual payment in the amount of \$46,008 for the renewal of the extended maintenance, technical support agreement and server replacement plan with Innovative Interfaces, Inc.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Innovative Interfaces, Inc. (III) extended maintenance agreement is an annual hardware and technical support contract for the equipment that supports the Bedford Public Library's integrated library system. This also includes the third payment for the four year server replacement plan that was approved as a supplemental in FY 2012/2013 due to the necessity of a robust server to increase staff efficiency in serving patrons, decrease transaction times while patrons search for books, and increase the speed of the automated sorter and self-check machines.

Funding for the annual payment was approved in the FY 2014/2015 budget:

- \$39,500 for Annual Maintenance Agreement
- \$7,500 for Innovative Server replacement plan payment

The maintenance contract was increased 1.017%, which is \$388 more than the last contract, but less than the amount budgeted for this year. The Innovative Contract allows for an increase in the annual maintenance of up to 5% annually.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to expend funds for an annual payment in the amount of \$46,008 for the renewal of the extended maintenance, technical support agreement and server replacement plan with Innovative Interfaces, Inc.

FISCAL IMPACT:

Budget FY 14/15:	\$47,000
Actual Amount:	\$46,008
Variance:	\$992

ATTACHMENTS:

Resolution
Agreement
Invoice

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXPEND FUNDS FOR AN ANNUAL PAYMENT IN THE AMOUNT OF \$46,008 FOR THE RENEWAL OF THE EXTENDED MAINTENANCE, TECHNICAL SUPPORT AGREEMENT AND SERVER REPLACEMENT PLAN WITH INNOVATIVE INTERFACES, INC.

WHEREAS, the City Council of Bedford, Texas, has determined the public necessity for annual hardware maintenance and technical support to the Bedford Public Library's automated system; and,

WHEREAS, the City Council of Bedford, Texas has determined the public necessity of a robust server to increase staff efficiency in serving patrons, decrease transaction times while patrons search for books, and increase the speed of the automated sorter and self-check machines; and,

WHEREAS, the City Council of Bedford, Texas approved funds for such software maintenance and server replacement in the FY 2014/2015 budget.

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 expend funds for an annual payment for the existing one year software maintenance agreement, attached as Exhibit 'A,' with Innovative Interfaces, Inc. for hardware maintenance and technical support of the Bedford Public Library's automated system.

PRESENTED AND PASSED this 9th day of December 2014, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



HARDWARE AND SOFTWARE MAINTENANCE AGREEMENT

- a) This Maintenance Agreement will cover all licensed Software and central site hardware ("Hardware").
- b) Maintenance of peripheral hardware purchased from Innovative Interfaces is the responsibility of the Library.
- c) The initial term of this Agreement is for the period **January 1, 2015 through December 31, 2015 at \$46,008¹** per annum¹, in advance. Credit card payments are subject to a 3.5% fee for any invoices over \$2,000.
- d) Future maintenance charges may be subject to a price increase not to exceed five (5%) percent per year of the yearly maintenance amount.
- e) The Library must provide direct network internet access to the System; this would also apply to firewalls, etc. Innovative requires such access to correct Software bugs and carry out modifications to the System for the purpose of maintaining the System. Innovative Interfaces will be responsible for all corrections at Innovative Interfaces' expense.
- f) Innovative Interfaces will provide the Library with new releases of the licensed Software modules so long as the Hardware and operating system used for the System is sufficient and/or compatible for the load and operation of such new release. If the Hardware or operating system is deemed not to be sufficient for installation of the new release, then the Library shall be responsible for the cost of new Hardware or operating system as may be required. If the Library declines to upgrade its Hardware or operating system to accommodate the upgrade to the licensed software, then the Library shall remain at its then current software release. For the purpose of this document, the term "new release" shall mean improvements in already licensed Software modules.
- g) If the Library adds or upgrades any additional Innovative Interfaces Software modules to the System after the initial installation, the maintenance services shall be extended to cover the additional Software. The maintenance charges for such Software shall be based upon Innovative Interfaces' then-current maintenance rates. The additional cost of coverage for the additional Software shall be added to the annual maintenance amount.
- h) Innovative Interfaces will provide services 24 hours a day, 7 days a week. Innovative Interfaces will make its good faith efforts to return calls within 2 hours of receipt and repair Software within 48 hours of notice, excluding weekends and holidays.
- i) The Library agrees, to take reasonable care of the Hardware and not permit persons other than authorized representatives of Innovative Interfaces, Inc. to effect adjustments or repairs to the Hardware. The Library agrees that for Hardware supplied by Innovative Interfaces, the Library shall accept parts shipments for all plug-in or screw-in components. The shipping costs on returned RMA (returned merchandise authorization) Hardware will be the responsibility of the Library, except for the CPU and RAID, which will be the responsibility of Innovative Interfaces.
- j). Any services provided due to Library supplied equipment failure, where such equipment was not purchased from Innovative Interfaces, and over which Innovative Interfaces has no direct control, shall be billable at Innovative Interfaces' then current maintenance rates.
- k) This Maintenance Services agreement does not include repair services or replacement parts due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other cause originating by reason of other than normal operation of the Hardware, or Library's negligence or misuse of the Hardware.
- l) The Software shall be operated as the exclusive application on the purchased Hardware
- m) If the Library decides to cancel the Agreement, or cancel or change any Software products, Innovative must be notified 90 days prior to the annual maintenance renewal date.
- n). Assignment: This Agreement is not assignable by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Innovative may assign this Agreement to affiliates and successors in interest upon written notice of any such assignment to the other Party. Any purported assignment in violation of this provision shall be void and of no effect. Any permitted assignee shall assume all obligations of its assignor under this Agreement.

**BEDFORD PUBLIC LIBRARY
[BEDPL]**

By: _____
Name:

Title:

Date:

INNOVATIVE INTERFACES INCORPORATED

By: 
Name: Sandra Curry

Title: Chief Financial Officer

Date: November 17, 2014

¹ This amount excludes taxes. The Library will be responsible for all applicable taxes.





Invoice

5850 Shellmound Way
Emeryville, CA 94608

Date 10/9/2014
Invoice # INV-INC03341

Invoice Date 10/9/2014
Terms Net 30
PO #
Due Date 12/1/2014
Sales Rep CR Manager
Shipping Method
Currency US Dollar

Bill To

Barbara Johnson
Bedford Public Library
2424 Forest Ridge Drive
Bedford TX

Project	Item	Qty	Description	Rate	Amount
	Maintenance	1	Annual Maintenance: January - December 2015	38,508.00	38,508.00
		1	Server Replacement Program SRP Year 3	7,500.00	7,500.00

Total US\$46,008.00

FEIN 94-2553274

Please remit electronically to:
Bank of America, N.A.
ABA/Routing Code: 026009593
SWIFT: BOFAUS3N
Beneficiary: Innovative Interfaces Incorporated
Beneficiary Account: 1416200046

For payments remitted by check via regular mail:
Innovative Interface Inc
PO Box 74008010
Chicago, IL 60674-8010

For payments remitted by check via FedEx and/or UPS:
Bank of America Lockbox Services
Innovative Interface Inc
540 W Madison, FL 4
Chicago, IL 60661



Council Agenda Background

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

DATE: 12/09/14

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

ITEM:

Consider a resolution authorizing the City Manager to purchase a 14-yard Tandem Dump Truck in the amount of \$121,454 from Rush Truck Center through BuyBoard, a Local Government Purchasing Cooperative.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

On September 9, 2014, the Bedford City Council passed an ordinance adopting the FY 2014/15 Budget. Funds were allocated within the Street Improvement Economic Development Corporation Fund budget for the purchase of a 14-yard Tandem Dump Truck.

The requested dump truck will be utilized to transport materials and equipment to and from job sites. The new dump truck will replace Unit #204, which will be transferred to the Water Division to replace Unit #681, a small 4-yard dump truck.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a 14-yard Tandem Dump Truck in the amount of \$121,454 from Rush Truck Center through BuyBoard, a Local Government Purchasing Cooperative.

FISCAL IMPACT:

Street Improvement Economic Development Corporation Fund	
Budget:	\$123,000
Actual Amount:	\$121,454
Variance:	\$1,546

ATTACHMENTS:

Resolution
Quote
Photo

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A 14-YARD TANDEM DUMP TRUCK IN THE AMOUNT OF \$121,454 FROM RUSH TRUCK CENTER THROUGH BUYBOARD, A LOCAL GOVERNMENT PURCHASING COOPERATIVE.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase a 14-yard Tandem Dump Truck with funds approved in the FY 2014/15 Budget; and,

WHEREAS, the City Council of Bedford, Texas determines that in order to be responsive to the needs of the community, the 14-yard Tandem Dump Truck must be purchased.

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 purchase a 14-yard Tandem Dump Truck in the amount of \$121,454 from Rush Truck Center through BuyBoard, a Local Government Purchasing Cooperative.

SECTION 3. That funding in the amount of \$121,454 will come from the FY 2014/15 Street Improvement Economic Development Corporation Fund budget.

PRESENTED AND PASSED this 9th day of December, 2014, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor	RUSH TRUCK CENTER	Date Prepared	11/20/2014
Contact for Vendor:	DREW NEUBAUER	Phone	830-626-5254
End User:	City of Bedford		
End User Contact:	Kenny Overstreet	Phone/Fax	(817) 952-2223
Product Description:	Peterbilt 348		

A: Base Price in Bid/Proposal Number: 430-13		Series: 348		\$71,360.00	
B: Published Options (Itemize Below)					
	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Peterbilt	Full Steel Liner	\$ 1,233.00	RTC-0051	Rush Care Package	\$ 1,236.00
Peterbilt	Dana Spicer DSP41 40,000	\$ 8,039.00	RTC-0003	13' Dump	\$ 17,538.00
Peterbilt	Diff Lock Rear-Rear	\$ 977.00	RTC-0050	Dump Prep Package	\$ 3,393.00
Peterbilt	Paccar PX-9 350@2000	\$ 3,407.00	RTC-1059	Lot Insurance	\$ 1,005.00
Peterbilt	Air Trac 40,000 Lb Light Weight	\$ 2,201.00	RTC-1060	Dealership Floor Plan Interest	\$ 984.00
Peterbilt	Allison 3000 RDS-P Trans	\$ 9,681.00			
Subtotal Column 1:		\$ 25,538.00	Subtotal Column 2:		\$ 24,156.00
Published Options added to Base Price (Subtotal of "Col 1" & "Col 2")					\$ 49,694.00

C: Subtotal of A + B		\$121,054.00
D: Non Published Options		
Gallion 500-T15 Dump Body	-\$1,778.00	
Subtotal Column 1:		-\$1,778.00
Subtotal Column 2:		\$ -

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")	-\$1,778.00
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E: Contract Price Adjustment (If any, explain here)		
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F: Total of C + D +/- E	\$ 119,276.00
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G: Quantity ordered Units: 1.00 x F	\$ 119,276.00
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H: BUYBOARD Administrative Fee %	\$ 400.00
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I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)				

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$121,454.00
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Tandem Dump Truck





Council Agenda Background

PRESENTER: Mirenda McQuagge-Walden, Managing Director

DATE: 12/09/14

Council Mission Area: Support and develop arts and culture in Bedford.

ITEM:

Consider a resolution authorizing the City Manager to renew a lease agreement with ONSTAGE relative to the Trinity Arts Theater located within the Bedford Boys Ranch Park.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

ONSTAGE has requested to renew their annual lease. The terms of the lease will remain the same.

Significant provisions of the lease agreement include:

- \$10 per year for rent;
- ONSTAGE will reimburse the City for all utility expenses;
- ONSTAGE will be responsible for the maintenance on the interior of the building and the City will be responsible for exterior maintenance and mechanical;
- Tenant will produce one children's play every summer;
- Tenant will provide to the Bedford Senior Center 20 tickets to each dress rehearsal one week in advance of dress rehearsal; and,
- Tenant will work with the Department of Community Services to help provide entertainment at the Tree Lighting ceremony.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to renew a lease agreement with ONSTAGE relative to the Trinity Arts Theater located within the Bedford Boys Ranch Park.

FISCAL IMPACT:

Revenue of \$10 rent to the General Fund

ATTACHMENTS:

Resolution
Lease Agreement

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO RENEW A LEASE AGREEMENT WITH ONSTAGE RELATIVE TO THE TRINITY ARTS THEATER LOCATED WITHIN THE BEDFORD BOYS RANCH PARK.

WHEREAS, the City Council of Bedford, Texas recognizes that the Trinity Arts Theater provides a place for performing art programs; and,

WHEREAS, the written agreement between the City of Bedford and ONSTAGE relative to the property needs to be renewed; and,

WHEREAS, the City Council of Bedford, Texas has determined that the lease be approved and authorizes the City Manager to enter into an agreement relative to that proposal.

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

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

SECTION 2. That the City Council does hereby approve the lease agreement and authorize the City Manager to enter into a contract with ONSTAGE in the amount of \$10.00 for one year.

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

PRESENTED AND PASSED this 9th day of December 2014, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

LEASE AGREEMENT

Between

**City of Bedford, Texas
as Landlord**

And

**ONSTAGE in Bedford
as Tenant**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of the ___ day of _____, 2014, by and between the City of Bedford, Texas (herein called "Landlord"), and ONSTAGE in Bedford, (herein called "Tenant").

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

Trinity Arts Theatre

The subject properties herein called the "Leased Premises" or the "Leased Property". Tenant shall use the Leased Premises for visual and performing arts, humanities, and related functions and, in addition, can be used for community meetings for the residents of the City of Bedford, and for no other purpose unless Landlord agrees in writing. Further, any uses of adult themes, full or partial nudity by the Tenant must be approved in advance by the City Manager's office of the City of Bedford.

The following, together with the exhibits attached hereto and incorporated herein by reference constitute the provisions of this Lease.

1. GENERAL PROVISIONS

- (a) Landlord's Address: 2000 Forest Ridge Drive
Bedford, Texas 76021-1895
- (b) Tenant's Address: 2819 Forest Ridge Drive
Bedford, Texas 76021
- (c) The term of the Lease shall commence on the date of its execution and shall expire on December 31, 2015, (the "Expiration Date"). The tenant will submit a written request to renew at least thirty (30) days prior to the Expiration Date. If the Tenant does not wish to renew the contract the Tenant shall fully vacate and abandon the Leased Property no later than the Expiration Date. Notwithstanding the foregoing, either Landlord or Tenant may terminate this Lease, with or without cause, by giving the other party thirty (30) days written notice.
- (d) The rent shall be \$10.00 per lease period payable on the date of execution of each lease.
- (e) All applications and connections for necessary utilities and services on the Leased Premises shall be made by and in the name of Landlord only, including water, sewer, gas, electric and trash removal. Tenant, shall

reimburse the actual cost of utility charges to Landlord on a monthly basis. Tenant shall be responsible for all telecommunications facilities and equipment.

- (f) Tenant shall produce and maintain performances open to residents of the CITY OF BEDFORD and other surrounding areas. Nominal fees will be set by the Tenant and approved by the Landlord for such activities, performances, and all space utilization in order to recover production costs as well as the maintenance and repair of the property.
- (g) Tenant shall encourage Cultural and Arts programs with the area schools, cities, libraries, and other arts and non-profit organizations.
- (h) Tenant shall not offer or schedule any use or programs at the Leased Premises from July 1 through July 7 of each lease year without first being reviewed by City staff.
- (j) Tenant will produce one children's' play every summer.
- (k) Tenant will provide to the Bedford Senior Center 20 tickets to each dress rehearsal one week in advance of dress rehearsal.
- (l) Tenant will work with the Bedford and Parks and Recreation Department to produce a small play, skit, or puppet show during the Tree Lighting ceremonies.

2. TENANT'S PERSONAL PROPERTY

All machinery, equipment, furniture, furnishings, movable walls or partitions, computers, trade fixtures or other personal property, and consumable inventory and supplies, owned by and used or useful in Tenant's business on the Leased Property, including without limitation, all items of furniture, furnishings, equipment, supplies and inventory, and Tenant's accounts receivable and operating licenses, if any, is included within the definition of tenant's Personal Property.

3. TAXES

Tenant shall pay all personal and personal business property taxes assessed against the Leased Premises. Landlord shall pay real property ad valorem taxes, if any, against the Leased Premises, for taxes accruing as of the commencement date of the Lease Agreement.

4. TENANT'S USE AND REMOVAL OF PERSONAL PROPERTY

Tenant may, at its expense, install, affix or assemble or place on the Leased

Premise, any items of Tenant's Personal Property, and Tenant may remove the same at any time if approved in writing by Landlord. Should Tenant vacate possession of the Leased Premises on or prior to the expiration of the term, Tenant will, at its expense, restore the Leased Property at the expiration or earlier termination of this Lease to the condition required by Article 5, including repair of all damage to the Leased Property caused by the removal of tenant's Personal Property.

5. REPAIRS; MAINTENANCE OF LEASED PREMISES

5.1. Tenant shall keep the interior of the Leased Premises, which includes, but is not limited to, all electrical, plumbing, and other mechanical installation therein, all doors, and all plate glass and door window glass, in good order and clean and attractive appearance, making all repairs, alteration, replacements, and modifications at its own expense upon written approval of the Landlord. Materials and labor of a kind and quality substantially equal to the original work shall be used. Tenant shall surrender the Leased Premises at the expiration or earlier termination of this Lease in as good a condition as when received, reasonable wear and tear excepted. Landlord shall have no obligation to repair, maintain, alter, replace, or modify the Leased Premises or any part thereof, or any electrical, plumbing, or to the mechanical installation therein. Provided, however, that Landlord shall be responsible for preventative maintenance on the roof and air conditioning and heating systems contained on the Leased Premises. Landlord shall be responsible for any major repairs or replacements on the roof and air conditioning and heating systems contained on the Leased Premises. Landlord shall be responsible for all exterior grounds and landscaping. Tenant shall have the use of City Facilities Maintenance Service Department to be reimbursed at said rate to include personnel, supplies and material cost and any additional expenses incurred by the City

5.2. Tenant will, upon the expiration or prior termination of this Term, vacate and surrender the Leased Property to Landlord in the condition in which the Leased Property was originally received from Landlord, except as repaired, rebuilt, restored, altered or added to as permitted or required by the provisions of this Lease and except for ordinary wear and tear (subject to the obligation of Tenant to maintain the interior of Leased Property in good order and repair during the entire Term of the Lease), damage caused by the negligence or willful acts of Landlord, and damage or destruction described in Article 8.

6. ALTERATIONS

Tenant shall not make any alterations, improvements, or additions to the Leased Premises during the term of the Lease or any extension thereof without first obtaining the written consent of the City Manager's office of the City of Bedford and all required permits. Tenant shall not cut or drill into, or secure any fixture, apparatus, or equipment of any kind to any part of the Leased Premises without first obtaining written consent of Landlord. All such approved alterations, improvements, and additions made by Tenant shall remain upon the Leased Premises at the expiration or earlier termination of the Lease and shall become the Property of Landlord, unless Landlord shall, prior to such

termination, have given written notice to Tenant to remove same in which event Tenant shall remove such alterations, improvements, and additions and restore the Leased Premise to the same good order and condition in which they were at the commencement of the Lease. The foregoing provisions shall not apply to the equipment, trade fixtures and items that do not become common law fixtures, which may be removed by Tenant prior to expiration or sooner termination of the Lease.

7. AFFIRMATIVE COVENANTS OF TENANT

Tenants covenant that they shall:

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

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

7.3. give to Landlord prompt written notice of any accident, fire, or damage occurring on or to the Leased Premises;

7.4. have no power or authority to create any lien or permit any lien to attach to the Leased Premises, reversion or other estate of Landlord in the Leased Premises and all suppliers, contractors, artisans, mechanics, and laborers and other persons contracting with Tenant with respect to the Leased Premises or any part thereof are hereby charged with notice that the interest of Landlord shall not be subject to liens for improvements made by or on behalf of Tenant. Tenant agrees to do all things necessary to prevent the filing of any mechanic's or other liens against the Leased Premises or any part hereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant, or any part thereof, through or under Tenant. Except as may otherwise be provided herein, if any such lien shall at any time be filed against the Leased Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing of same. If Tenant shall fail to discharge such lien within said period, then, in addition to any other right or remedy of Landlord resulting from Tenant's defaults, Landlord may, but shall not be obligated to, terminate the Lease Agreement and/or discharge the same whether by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law; and

7.5 repay Landlord on demand, all sums disbursed or deposited by Landlord pursuant to the foregoing paragraphs of this Section 7, including reasonable attorney's fees.

7.6 have no authority to sublease the Leased Premises to any one or any entity, without the prior express written consent of the Landlord. To this end, at the date

of execution of this Lease Agreement, the Tenant hereby affirms that it has no sub-lease agreements with any persons or entities. Any Sublease agreed to by Landlord shall be accompanied by an Assumption Agreement whereby Sub-Lessee shall be liable for all terms and conditions of this Lease.

7.7 properly store all materials and any hazardous materials in accordance with applicable local, state, and federal laws, and in accordance with the recommendation of the City of Bedford Fire Marshal.

7.8 be required to obtain approval of any use of pyrotechnic or explosive devices from the City of Bedford Fire Marshal.

8. DAMAGE TO LEASED PREMISES

8.1. If the Leased Premises shall be damaged by fire or other casualty of the kind insured against in standard policies of fire or property insurance with extended coverage, but are not thereby rendered untenable in whole or in part, Tenant shall promptly, after receipt of the insurance proceeds, cause such proceeds to be turned over in full to Landlord. Provided, however, that if agreed in writing by the Landlord, this Lease Agreement shall automatically terminate and Tenant shall have no obligations to cause such damage to be repaired as described in the paragraph.

8.2 In the event of a partial destruction of the Leased Premises during the term hereof, from any cause, Landlord shall, at its sole discretion, determine whether it will repair the Leased Premises, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate the Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Leased Premises. If such repairs cannot be made within said sixty (60) days, Landlord, at its option, may make the repairs within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Landlord shall not elect to make such repairs which cannot be made within sixty (60) days, the Lease may be terminated at the option of either party. In the event the Leased Premises are destroyed to an extent of not less than one-third (1/3) of the replacement costs thereof, Landlord may elect to terminate the Lease. A total destruction of the Leased Premises shall terminate the Lease.

8.3 Notwithstanding any other provisions in this Lease, Tenant hereby acknowledges that the Leased Premises are in good order and repair, unless otherwise indicated herein.

9. INDEMNIFICATION AND INSURANCE RIGHTS

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

B. Tenant shall take out and keep in force during the term hereof, without expense to Landlord with an insurance company, qualified to do business in the State of Texas or other company acceptable to Landlord, comprehensive general public liability insurance, in the name of Tenant and name of Landlord as additional insured against any liability for injury to or death of persons resulting from any occurrence in or about the Leased Premises and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than \$300,000.00 per occurrence in respect of bodily injury and \$1,000,000.00 for property damage. True copies of said policies or certificates thereof showing the premium thereunto have been paid shall be delivered to Landlord upon execution of this Lease Agreement and yearly thereafter throughout the term of this Lease. If Tenant fails to procure and keep in force such insurance, Landlord may procure it, and the cost thereof with interest at the maximum lawful rate shall be payable immediately by Tenant to Landlord or may elect to terminate this Lease Agreement. Such insurance may be provided by a blanket insurance policy covering the Leased Premises, so long as the coverage on the Leased Premises is at all times at least as great as required by this subsection.

C. Tenant shall at all times during the terms hereof, keep in force, at its own expense, any and all insurance it deems sufficient to cover Tenant's personal property within or about the Leased Premises. Tenant and Landlord agree that Landlord shall not be liable for any damage or destruction of Tenant's personal property.

10. TRADE FIXTURES

All trade fixtures installed by Tenant in the Leased Premises shall remain the property of Tenant and shall be removable at the expiration or earlier termination of the Lease or any renewal or extension thereof, provided Tenant shall not at such time be in default of any provision herein; and, provided further, that in the event of such removal, Tenant shall have repaired the damaged caused by such removal, and promptly restored the Leased Premises to its original order and condition. Any such trade fixture not removed at or prior to such termination shall become the property of Landlord. Light fixtures and air conditioning/heating and plumbing equipment, whether or not installed

by Tenant, shall not be removable at the expiration or earlier termination of the Lease, or at the expiration of any renewal or extension thereof, and shall become the property of Landlord.

11. SURRENDER AND HOLDING OVER

11.1. Tenant, upon expiration or termination of the Lease, either by lapse of time or otherwise, shall peaceably surrender to Landlord the Leased Premises in broom-clean condition and in good repair as required in the Lease.

11.2. If Tenant remains in possession of the Leased Premises with Landlord's written consent, Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month to month, but otherwise subject to all the covenants and conditions of the Lease.

12. FORCE MAJEURE

In the event that Landlord or Tenant shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any matters beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delay, the doing or performing of such act or thing shall be extended for a period equivalent to the period of such delay, and this Lease and the obligations of the other party to perform and comply with all of the terms and provisions of this Lease shall in no way be affected, impaired, or excused.

13. LANDLORD'S ACCESS TO LEASED PREMISES

At all times the Landlord shall have access to the Leased Premises (including all buildings) for the purpose of site assessment, surveying, environmental testing, clean-up, or any other reason deemed appropriate by Landlord. Landlord agrees to use all reasonable efforts to not interfere with Tenant's use of the Leased Premises.

14. EVENT OF DEFAULT

The occurrence of the following shall, constitute an event of default hereunder:

A. Tenant's failure to perform or observe any provision of the Lease, after written notice and demand, provided that, if such failure is of such a character as not to permit immediate compliance in the opinion of Landlord, then Tenant's failure to proceed diligently and immediately upon receipt of notice to commence the cure of such failure, and thereafter to complete such cure with all reasonable dispatch within twenty (20) days after written notice from Landlord; provided, however, that if, after exercise of due diligence and its best efforts to cure such default, Tenant is unable to do so within the twenty (20) day period, then the curing period shall be extended for such reasonable time as may be approved by Landlord for curing such default, so long as Tenant continues to diligently prosecute to completion the curing of the default, which in no

event shall exceed forty-five (45) days unless specifically agreed to in writing by Landlord; and

15. LANDLORD'S REMEDIES UPON DEFAULT BY TENANT

Upon the occurrence of an event of default, Landlord, at its option, may at such times as it may determine, concurrently or successively, as their exclusive remedy:

15.1 In the event of default by Tenant Landlord may order Tenant to take whatever steps are necessary to correct the default. In the event the default is not cured within the time framework established in 14 A above, the Landlord shall at its sole option correct the default and charge Tenant accordingly, or Landlord may at its option terminate the Lease by giving Tenant ten (10) days written notice in the event the default is not cured.

15.2 If Tenant shall abandon or surrender the Leased Premises by process of law or otherwise, any property of Tenant left on the Leased Premises shall be deemed to be abandoned but Tenant shall remain liable to Landlord for all cost, loss, damage and expense incurred by Landlord for the removal of such property from the Leased Premises and for the repair of any damage to the Leased Premises caused by such removal.

15.3 On the termination of the lease term if Tenant has not vacated or if no extension has been agreed to, Landlord may evict Tenant by any and all lawful means.

16. LANDLORD'S RIGHT TO CURE

If Tenant shall fail to perform any act required to be made or performed under this Lease and to cure the same within the relevant time periods Landlord, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act of the account and at the expense of Tenant, and may, to the extent permitted by law, enter upon the Leased Property for such purpose and take all such action thereon as, in Landlord's opinion, may be necessary or appropriate therefore. No such entry shall be deemed an eviction of Tenant. All sums so paid by Landlord and all costs and expenses (including without limitation, reasonable attorney's fees and expense, in each case, to the extent permitted by law) shall survive the expiration or earlier termination of this lease and shall be payable by Tenant within ten (10) days of receipt of written notice.

17. AUTHORITY

All persons executing the Lease on behalf of Tenant have been authorized to execute the Lease by such Tenant. Evidence of such authority shall be provided upon request.

18. LIABILITY OF LANDLORD

18.1 If Landlord shall breach any covenant to be performed by it under this Lease, Tenant, after thirty (30) days notice to and demand upon Landlord, shall as its exclusive legal remedy terminate this lease and vacate the Leased Premises.

18.2 Tenant shall be in exclusive control and possession of the Leased Premises, and Landlord shall not be liable for any injury or damages to any property or to any person on or about the Leased Premises, nor for any injury or damage to any property of Tenant.

19. TIME OF THE ESSENCE

Time is of the essence in all provisions of this Lease

20. QUIET ENJOYMENT

Landlord warrants that Tenant shall be granted peaceful and quiet enjoyment of the Leased Premises free from any eviction or interference by Landlord provided Tenant fully and punctually performs and complies with the terms, conditions, and provisions of this Lease.

21. INVALID PROVISIONS

If any provision of the Lease shall be determined to be void by any court of competent jurisdiction or by any law enacted subsequent to the date hereof, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect.

22. ASSIGNMENT

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

23. NOTICES

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

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

with copies to:

BOYLE & LOWRY, L.L.P.
4201 Wingren, Suite 108
Irving, Texas 75062-2763

If to Tenant: ONSTAGE
2819 Forest Ridge Drive
Bedford, Texas 76021

24. VENUE

Landlord Tenant agrees to venue in Tarrant County, Texas.

Executed this ____ day of _____, 2014.

Landlord: City of Bedford, Texas

By: _____
Beverly Griffith
City Manager

Tenant: ONSTAGE

By: _____
Gayle Ormsby Hargis
President

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____,
2014, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____, 2014, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public



Council Agenda Background

PRESENTER: Mirenda McQuagge-Walden, Managing Director

DATE: 12/09/14

Council Mission Area: Support and develop arts and culture in Bedford.

ITEM:

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

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

This item is an annual lease agreement between Arts Council Northeast and the City of Bedford relative to the Trinity Arts Building. There are no changes from the previous year's agreement. The terms of the lease include:

- \$10 per year for rent;
- Arts Council Northeast will reimburse the City for all utility expenses;
- 11 Masterwork Concert Series performances scheduled in Bedford at cost, with the option to reduce the number, if necessary, at the discretion of City Management; and,
- Arts Council Northeast is responsible for the maintenance on the interior of the building and the City is responsible for exterior maintenance and mechanical.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a lease agreement with Arts Council Northeast relative to the Trinity Arts Building located within the Bedford Boys Ranch Park.

FISCAL IMPACT:

Revenue of \$10 rent to the General Fund

ATTACHMENTS:

Resolution
Lease Agreement

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH ARTS COUNCIL NORTHEAST RELATIVE TO THE TRINITY ARTS BUILDING LOCATED WITHIN THE BEDFORD BOYS RANCH PARK.

WHEREAS, the City Council of Bedford, Texas recognizes that the Trinity Arts Building provides a place for many cultural and art programs for Northeast Tarrant County; and,

WHEREAS, the written agreement between the City of Bedford and the Arts Council Northeast relative to the property needs to be renewed; and,

WHEREAS, the City Council of Bedford, Texas has determined that the lease be approved and authorizes the City Manager to enter into an agreement relative to that proposal.

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

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

SECTION 2. That the City Council does hereby approve the lease agreement and authorize the City Manager to enter into a contract with Arts Council Northeast in the amount of \$10.00 for one year, with the option to renew the lease hereafter for one year, provided the tenant not be in default of any term of condition of the lease.

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

PRESENTED AND PASSED this 9th day of December 2014, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

LEASE AGREEMENT

Between

**City of Bedford, Texas
as Landlord**

And

**Arts Council Northeast
as Tenant**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of the _____ day of _____, 2014, by and between the City of Bedford, Texas (herein called "Landlord"), and Arts Council Northeast, (herein called "Tenant").

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

Trinity Arts Building

The subject property herein called the "Leased Premises" or the "Leased Property". Tenant shall use the Leased Premises for visual and performing arts, humanities, and related functions and, in addition, can be used for community meetings for the residents of the City of Bedford, and for no other purpose unless Landlord agrees in writing. Further, any uses of full or partial nudity by the Tenant must be approved in advance by Landlord.

The following, together with the exhibits attached hereto and incorporated herein by reference constitute the provisions of this Lease.

1. GENERAL PROVISIONS

- (a) Landlord's Address: 2000 Forest Ridge Drive
Bedford, Texas 76021-1895
- (b) Tenant's Address: 2819 R. D. Hurt Parkway
Bedford, Texas 76021
- (c) The term of the Lease shall commence on the date of its execution and shall expire one (1) year from the date of execution, (the "Expiration Date"). The tenant will have the option to renew the lease hereafter for one year, provided the Tenant is not in default of any term of condition of the Lease. The tenant will submit a written request to renew at least thirty (30) days prior to the Expiration Date. If the Tenant does not wish to renew the contract the Tenant shall fully vacate and abandon the Leased Property no later than the Expiration Date. Notwithstanding the foregoing, either Landlord or Tenant may terminate this Lease, with or without cause, by giving the other party one hundred and eighty (180) days written notice.
- (d) The rent shall be \$10.00 per year payable on the date of execution of each lease year.

- (e) All applications and connections for necessary utilities and services on the Leased Premises shall be made by and in the name of Landlord only, including water, sewer, gas, electric and trash removal. Tenant, shall reimburse the actual cost of utility charges to Landlord on a monthly basis. Tenant shall be responsible for all telecommunications facilities and equipment.
- (f) Tenant shall produce and maintain a constructive arts educational program and performances open to residents of the CITY OF BEDFORD and other surrounding areas. Nominal fees will be set by the Tenant and approved by the Landlord for such activities, performances, and all space utilization in order to recover production costs as well as the maintenance and repair of the property.
- (g) Tenant shall encourage Cultural and Arts programs with the area schools, cities, libraries, and other arts and non-profit organizations.
- (h) Tenant shall not offer or schedule any use or programs at the Leased Premises from July 1 through July 7 of each lease year without first being reviewed by City staff.
- (i) Tenant shall be responsible for booking artists and/or entertainment for a minimum of eleven (11) performances of the Masterworks Concert Series to be located in Bedford. Landlord has the right to reduce the minimum number of performances if deemed necessary by City management. Landlord will reimburse to Tenant the actual cost for the artists and/or entertainment. Performance dates, locations and artist selection shall be approved in writing by Landlord. The Tenant must submit final drafts of all artists or entertainer contracts to the City for approval prior to the contracts being executed. This requirement is a prerequisite to the Tenant being reimbursed for any costs or fees associated with the booking of artists or entertainers.

2. TENANT'S PERSONAL PROPERTY

All machinery, equipment, furniture, furnishings, movable walls or partitions, computers, trade fixtures or other personal property, and consumable inventory and supplies, owned by and used or useful in Tenant's business on the Leased Property, including without limitation, all items of furniture, furnishings, equipment, supplies and inventory, and Tenant's accounts receivable and operating licenses, if any, is included within the definition of tenant's Personal Property.

3. TAXES - Tenant shall pay all personal and personal business property taxes assessed against the Leased Premises. Landlord shall pay real property ad valorem taxes, if any, against the Leased Premises, for taxes accruing as of the commencement

date of the Lease Agreement.

4. TENANT'S USE AND REMOVAL OF PERSONAL PROPERTY

Tenant may, at its expense, install, affix or assemble or place on the Leased Premise, any items of Tenant's Personal Property, and Tenant may remove the same at any time if approved in writing by Landlord. Should Tenant vacate possession of the Leased Premises on or prior to the expiration of the term, Tenant will, at its expense, restore the Leased Property at the expiration or earlier termination of this Lease to the condition required by Article 5, including repair of all damage to the Leased Property caused by the removal of tenant's Personal Property.

5. REPAIRS; MAINTENANCE OF LEASED PREMISES

5.1. Tenant shall keep the interior of the Leased Premises, which includes, but is not limited to, all electrical, plumbing, and other mechanical installation therein, all doors, and all plate glass and door window glass, in good order and clean and attractive appearance, making all repairs, alteration, replacements, and modifications at its own expense upon written approval of the Landlord. Materials and labor of a kind and quality substantially equal to the original work shall be used. Tenant shall surrender the Leased Premises at the expiration or earlier termination of this Lease in as good a condition as when received, reasonable wear and tear excepted. Landlord shall have no obligation to repair, maintain, alter, replace, or modify the Leased Premises or any part thereof, or any electrical, plumbing, or to the mechanical installation therein. Provided, however, that Landlord shall be responsible for preventative maintenance on the elevator, roof and air conditioning and heating systems contained on the Leased Premises. Landlord shall be responsible for any major repairs or replacements on the elevator, roof and air conditioning and heating systems contained on the Leased Premises. Landlord shall be responsible for all exterior grounds and landscaping. Tenant shall have the use of City Facilities Maintenance Service Department to be reimbursed at said rate to include personnel, supplies and material cost and any additional expenses incurred by the City

5.2. Tenant will, upon the expiration or prior termination of this Term, vacate and surrender the Leased Property to Landlord in the condition in which the Leased Property was originally received from Landlord, except as repaired, rebuilt, restored, altered or added to as permitted or required by the provisions of this Lease and except for ordinary wear and tear (subject to the obligation of Tenant to maintain the interior of Leased Property in good order and repair during the entire Term of the Lease), damage caused by the negligence or willful acts of Landlord, and damage or destruction described in Article 8.

6. ALTERATIONS

Tenant shall not make any alterations, improvements, or additions to the Leased Premises during the term of the Lease or any extension thereof without first obtaining

the written consent of Landlord and all required permits. Tenant shall not cut or drill into, or secure any fixture, apparatus, or equipment of any kind to any part of the Leased Premises without first obtaining written consent of Landlord. All such approved alterations, improvements, and additions made by Tenant shall remain upon the Leased Premises at the expiration or earlier termination of the Lease and shall become the Property of Landlord, unless Landlord shall, prior to such termination, have given written notice to Tenant to remove same in which event Tenant shall remove such alterations, improvements, and additions and restore the Leased Premise to the same good order and condition in which they were at the commencement of the Lease. The foregoing provisions shall not apply to the equipment, trade fixtures and items that do not become common law fixtures, which may be removed by Tenant prior to expiration or sooner termination of the Lease.

7. AFFIRMATIVE COVENANTS OF TENANT

Tenants covenant that they shall:

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

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

7.3. give to Landlord prompt written notice of any accident, fire, or damage occurring on or to the Leased Premises;

7.4. have no power or authority to create any lien or permit any lien to attach to the Leased Premises, reversion or other estate of Landlord in the Leased Premises and all suppliers, contractors, artisans, mechanics, and laborers and other persons contracting with Tenant with respect to the Leased Premises or any part thereof are hereby charged with notice that the interest of Landlord shall not be subject to liens for improvements made by or on behalf of Tenant. Tenant agrees to do all things necessary to prevent the filing of any mechanic's or other liens against the Leased Premises or any part hereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant, or any part thereof, through or under Tenant. Except as may otherwise be provided herein, if any such lien shall at any time be filed against the Leased Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing of same. If Tenant shall fail to discharge such lien within said period, then, in addition to any other right or remedy of Landlord resulting from Tenant's defaults, Landlord may, but shall not be obligated to, terminate the Lease Agreement and/or discharge the same whether by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law; and

7.5. repay Landlord on demand, all sums disbursed or deposited by Landlord pursuant to the foregoing paragraphs of this Section 7, including reasonable attorney's fees;

7.6. have no authority to sublease the Leased Premises to any one or any entity, without the prior express written consent of the Landlord. Any Sublease agreed to by Landlord shall be accompanied by an Assumption Agreement whereby Sub-Lessee shall be liable for all terms and conditions of this Lease. Any Sublease agreement executed between Tenant and any persons or entities shall be co-signed by Landlord prior to the effective date of said Sublease;

7.7. be allowed to receive revenue from Sublease agreements, class fees and other reimbursements for use of the facility, with prior express written consent of the Landlord as stated in Section 7.6 above; providing however, that the total amount of revenue received for use of the facility does not exceed 75% of the costs incurred by Tenant for building maintenance and operations. Tenant shall provide to Landlord an annual report on building related expenses and revenue recovery within sixty (60) days of fiscal year end. Landlord shall be authorized to audit those expenses and revenue recovery upon request;

7.8. properly store all materials and any hazardous materials in accordance with applicable local, state, and federal laws, and in accordance with the recommendation of the City of Bedford Fire Marshal; and,

7.9. be required to obtain approval of any use of pyrotechnic or explosive devices from the City of Bedford Fire Marshal.

8. DAMAGE TO LEASED PREMISES

8.1. If the Leased Premises shall be damaged by fire or other casualty of the kind insured against in standard policies of fire or property insurance with extended coverage, but are not thereby rendered untenable in whole or in part, Tenant shall promptly, after receipt of the insurance proceeds, cause such proceeds to be turned over in full to Landlord. Provided, however, that if agreed in writing by the Landlord, this Lease Agreement shall automatically terminate and Tenant shall have no obligations to cause such damage to be repaired as described in the paragraph.

8.2. In the event of a partial destruction of the Leased Premises during the term hereof, from any cause, Landlord shall, at its sole discretion, determine whether it will repair the Leased Premises, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate the Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Leased Premises. If such repairs cannot be made within said sixty (60) days, Landlord, at its

option, may make the repairs within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Landlord shall not elect to make such repairs which cannot be made within sixty (60) days, the Lease may be terminated at the option of either party. In the event the Leased Premises are destroyed to an extent of not less than one-third (1/3) of the replacement costs thereof, Landlord may elect to terminate the Lease. A total destruction of the Leased Premises shall terminate the Lease.

8.3. Notwithstanding any other provisions in this Lease, Tenant hereby acknowledges that the Leased Premises are in good order and repair, unless otherwise indicated herein.

9. INDEMNIFICATION AND INSURANCE RIGHTS

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

B. Tenant shall take out and keep in force during the term hereof, without expense to Landlord with an insurance company, qualified to do business in the State of Texas or other company acceptable to Landlord, comprehensive general public liability insurance, in the name of Tenant and name of Landlord as additional insured against any liability for injury to or death of persons resulting from any occurrence in or about the Leased Premises and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than \$300,000.00 per occurrence in respect of bodily injury and \$1,000,000.00 for property damage. True copies of said policies or certificates thereof showing the premium thereunto have been paid shall be delivered to Landlord upon execution of this Lease Agreement and yearly thereafter throughout the term of this Lease. If Tenant fails to procure and keep in force such insurance, Landlord may procure it, and the cost thereof with interest at the maximum lawful rate shall be payable immediately by Tenant to Landlord or may elect to terminate this Lease Agreement. Such insurance may be provided by a blanket insurance policy covering the Leased Premises, so long as the coverage on the Leased Premises is at all times at least as great as required by this subsection.

C. Tenant shall at all times during the terms hereof, keep in force, at its own expense, any and all insurance it deems sufficient to cover Tenant's personal property

within or about the Leased Premises. Tenant and Landlord agree that Landlord shall not be liable for any damage or destruction of Tenant's personal property.

10. TRADE FIXTURES

All trade fixtures installed by Tenant in the Leased Premises shall remain the property of Tenant and shall be removable at the expiration or earlier termination of the Lease or any renewal or extension thereof, provided Tenant shall not at such time be in default of any provision herein; and, provided further, that in the event of such removal, Tenant shall have repaired the damaged caused by such removal, and promptly restored the Leased Premises to its original order and condition. Any such trade fixture not removed at or prior to such termination shall become the property of Landlord. Light fixtures and air conditioning/heating and plumbing equipment, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination of the Lease, or at the expiration of any renewal or extension thereof, and shall become the property of Landlord.

11. SURRENDER AND HOLDING OVER

11.1. Tenant, upon expiration or termination of the Lease, either by lapse of time or otherwise, shall peaceably surrender to Landlord the Leased Premises in broom-clean condition and in good repair as required in the Lease.

11.2. If Tenant remains in possession of the Leased Premises with Landlord's written consent, Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month to month, but otherwise subject to all the covenants and conditions of the Lease.

12. FORCE MAJEURE

In the event that Landlord or Tenant shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any matters beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delay, the doing or performing of such act or thing shall be extended for a period equivalent to the period of such delay, and this Lease and the obligations of the other party to perform and comply with all of the terms and provisions of this Lease shall in no way be affected, impaired, or excused.

13. LANDLORD'S ACCESS TO LEASED PREMISES

At all times the Landlord shall have access to the Leased Premises (including all buildings) for the purpose of site assessment, surveying, environmental testing, clean-up, or any other reason deemed appropriate by Landlord. Landlord agrees to use all reasonable efforts to not interfere with Tenant's use of the Leased Premises.

14. EVENT OF DEFAULT

The occurrence of the following shall, constitute an event of default hereunder:

A. Tenant's failure to perform or observe any provision of the Lease, after written notice and demand, provided that, if such failure is of such a character as not to permit immediate compliance in the opinion of Landlord, then Tenant's failure to proceed diligently and immediately upon receipt of notice to commence the cure of such failure, and thereafter to complete such cure with all reasonable dispatch within twenty (20) days after written notice from Landlord; provided, however, that if, after exercise of due diligence and its best efforts to cure such default, Tenant is unable to do so within the twenty (20) day period, then the curing period shall be extended for such reasonable time as may be approved by Landlord for curing such default, so long as Tenant continues to diligently prosecute to completion the curing of the default, which in no event shall exceed forty-five (45) days unless specifically agreed to in writing by Landlord; and

15. LANDLORD'S REMEDIES UPON DEFAULT BY TENANT

Upon the occurrence of an event of default, Landlord, at its option, may at such times as it may determine, concurrently or successively, as their exclusive remedy:

15.1. In the event of default by Tenant Landlord may order Tenant to take whatever steps are necessary to correct the default. In the event the default is not cured within the time framework established in 14 A above, the Landlord shall at its sole option correct the default and charge Tenant accordingly, or Landlord may at its option terminate the Lease by giving Tenant ten (10) days written notice in the event the default is not cured.

15.2. If Tenant shall abandon or surrender the Leased Premises by process of law or otherwise, any property of Tenant left on the Leased Premises shall be deemed to be abandoned but Tenant shall remain liable to Landlord for all cost, loss, damage and expense incurred by Landlord for the removal of such property from the Leased Premises and for the repair of any damage to the Leased Premises caused by such removal.

15.3. On the termination of the lease term if Tenant has not vacated or if no extension has been agreed to, Landlord may evict Tenant by any and all lawful means.

16. LANDLORD'S RIGHT TO CURE

If Tenant shall fail to perform any act required to be made or performed under this Lease and to cure the same within the relevant time periods Landlord, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act of the account and at the expense of Tenant, and may, to the extent permitted by law, enter upon the Leased Property for such purpose and take all such action

thereon as, in Landlord's opinion, may be necessary or appropriate therefore. No such entry shall be deemed an eviction of Tenant. All sums so paid by Landlord and all costs and expenses (including without limitation, reasonable attorney's fees and expense, in each case, to the extent permitted by law) shall survive the expiration or earlier termination of this lease and shall be payable by Tenant within ten (10) days of receipt of written notice.

17. AUTHORITY

All persons executing the Lease on behalf of Tenant have been authorized to execute the Lease by such Tenant. Evidence of such authority shall be provided upon request.

18. LIABILITY OF LANDLORD

18.1. If Landlord shall breach any covenant to be performed by it under this Lease, Tenant, after thirty (30) days notice to and demand upon Landlord, shall as its exclusive legal remedy terminate this lease and vacate the Leased Premises.

18.2. Tenant shall be in exclusive control and possession of the Leased Premises, and Landlord shall not be liable for any injury or damages to any property or to any person on or about the Leased Premises, nor for any injury or damage to any property of Tenant.

19. TIME OF THE ESSENCE

Time is of the essence in all provisions of this Lease

20. QUIET ENJOYMENT

Landlord warrants that Tenant shall be granted peaceful and quiet enjoyment of the Leased Premises free from any eviction or interference by Landlord provided Tenant fully and punctually performs and complies with the terms, conditions, and provisions of this Lease.

21. INVALID PROVISIONS

If any provision of the Lease shall be determined to be void by any court of competent jurisdiction or by any law enacted subsequent to the date hereof, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect.

22. ASSIGNMENT

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

23. NOTICES

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

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

with copies to:

BOYLE & LOWRY, L.L.P.
4201 Wingren, Suite 108
Irving, Texas 75062-2763

If to Tenant: Arts Council Northeast
2819 R. D. Hurt Parkway
Bedford, Texas 76021

24. VENUE

Landlord Tenant agrees to venue in Tarrant County, Texas.

Executed this ____ day of _____, 2014.

Landlord: City of Bedford, Texas

By: _____
Beverly Griffith
City Manager

Tenant: Arts Council Northeast

By: _____
Lee Koch
President

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____,
2014, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____,
2014, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public



Council Agenda Background

PRESENTER: Wendy Hartnett, Special Events Manager

DATE: 12/09/14

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

ITEM:

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

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Cathedral of Hope Mid-Cities has been using the Old Bedford School for the last four years to hold church services. The Church uses the auditorium and the galleries of the facility on Sundays from 9:00 a.m. - 2:00 p.m. The lease also allows the Church to schedule services on the first Wednesday of the month on an as-needed basis. However, any Wednesday rentals follow the regular fee schedule. The Church has been an extremely good lessee and there have been no issues.

The rental fee offered to the church is \$350 per week for a yearly total of \$18,200, and is the same as last fiscal year. There are no changes to the agreement. The rental fee offered to the Church is slightly less than that offered to other rentals based upon the guaranteed rental income for all 52 Sundays in a year. The rental fee would typically be \$100 per hour plus \$75 for the AV equipment for a total of \$575 for a five-hour reservation each Sunday.

The rental fee will be due on a monthly basis in advance.

RECOMMENDATION:

Staff recommends the following motion:

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

FISCAL IMPACT:

Tourism Fund revenue of \$18,200.

ATTACHMENTS:

Resolution
Contract

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR LEASE AGREEMENT WITH CATHEDRAL OF HOPE MID-CITIES CHURCH TO PROVIDE MEETING SPACE FOR CHURCH SERVICES AT THE OLD BEDFORD SCHOOL.

WHEREAS, the City Council of Bedford, Texas wishes to provide Cathedral of Hope Mid-Cities Church meeting space for church services; and,

WHEREAS, the staff of the City of Bedford Old Bedford School wishes to provide supervision of the lease agreement to Cathedral of Hope Mid-Cities Church for the purpose of holding church services.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a lease agreement requiring an annual rental fee of \$18,200 for a term of one year with Cathedral of Hope Mid-Cities Church for the purposes of holding church services.

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

PRESENTED AND PASSED this 9th day of December 2014, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

THIS AGREEMENT is dated as of the 9th day of December in the year 2014. This Agreement is made and entered into by and between **Cathedral of Hope: Mid Cities**, hereinafter referred to as "Lessee", and **The City of Bedford** thereafter referred to as "Lessor."

WITNESSETH:

WHEREAS, Lessor presently owns and maintains a facility located at 2400 School Lane in the City of **Bedford**, Texas, known as the Contract Premises, and

WHEREAS, Lessee wishes to utilize a portion of said Contract Premises for the purpose of operating therein during the term hereof a "Church", and

WHEREAS, the Parties wish hereby to set forth the terms and conditions upon which Lessee shall be permitted to utilize such facility for such purpose.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the mutual promises and covenants contained herein, and in order to obtain the mutual benefits provided hereunder, the Parties hereto agree as follows:

1. Grant. Lessor hereby grants Lessee permission to utilize the Contract Premises to conduct Church services and activities in the manner and during the term hereafter specified.

2. Contract Premises. For purposes hereof, the Contract Premises shall include the auditorium and galleries located at **2400 School Lane** in the City of **Bedford**, Texas known as the **Old Bedford School**. Lessee shall further have use of tables, chairs, audio/visual equipment and such other items of furniture or equipment of Lessor as shall be reasonable for Lessee's use of the Contract Premises

3. Access to Contract Premises. Lessee shall have exclusive use of the Contract Premises each **Sunday** during the term hereof, from the hours of 9:00am-2:00pm and the first **Wednesday** of each month from 6:00pm-9:00pm, in order to conduct its activities hereunder. Lessee shall have no right or access to the Contract Premises at any other time unless Lessor grants consent. All requests for use of facilities other than times outlined in contract must be made to Lessee in writing.

4. Restrictions on Use. Lessee shall operate or utilize the Contract Premises for no purpose other than the Church Services and activities defined herein, which shall be subject to the following restrictions:

- (a.) No more than maximum building capacity according to fire code persons shall be permitted by Lessee to occupy the Contract Premises at any time.

(b) Lessee shall at all times conduct its activities provided for hereunder in a wholesome, diligent, and efficient manner.

(c) Preparation of the Contract Premises for Lessee's activities and clean-up of the Contract Premises following such activities shall be the sole responsibility of Lessee. **Lessee's agrees that the Lessor will not provide storage for any equipment; supplies, concession products or any other items needed by Lessee.** Lessee agrees that it will, following each use of the Contract premises, restore same to as good a condition as existed prior to such use by Lessee. **Lessee agrees to complete a facility walk through with staff prior to church activities as well as after activities prior to leaving the premises.**

(d) Lessee shall conduct the activities provided for herein on each **Sunday** during the term hereof, save for legal holidays, upon which Lessee shall request in writing consent to conduct its activities.

(e) Lessee shall not cause or permit any illegal activity to be conducted upon the Contract Premises including smoking and no illegal weapons are allowed.

(f) Lessee shall be allowed to use and display its company logo banner each time of said event, in accordance with the City's sign ordinance.

(g). Lessee shall make no changes or structural alterations to the Contract Premises without prior written consent of Lessor. Lessee shall be responsible for any damages to the Contract Premises resulting from use or occupancy thereof by Lessee, its agents, servants or invitees.

5. Term of Agreement. The term of this Agreement shall be for one (1) year. Lessee shall operate each **Sunday** during the term of this lease from the hours 9:00am-2:00pm only, commencing upon the effective date hereof. Any Sunday that event is not held Lessee will still be responsible for paying Lessor unless event is canceled at least 14 days prior to event date.

6. Payment to Lessor. As payment for the rights granted hereunder, Lessee agrees to pay to the Lessor during the term hereof an amount equal to **a flat fee of \$350.00 per week in monthly installments.** All such sums payable to Lessor shall be due and payable the first Sunday of each month. Any additional requested hours of use will be charged at full rental rate.

7. Protection against Accident to Employees and the Public. The Lessee shall at all times exercise reasonable precautions for the safety of employees and others on or near the Contract Premises and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

8. Laws and Ordinances. The Lessee shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations, which in any manner affect the Lessee or the work, and shall indemnify and save harmless the Lessor against claim arising from the violation of any such laws, ordinances and regulations whether by the Lessee or its employees.

9. Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be in the courts of **Tarrant County**, the State of Texas.

10. Termination. The parties agree that the Lessor or Lessee shall have the right to terminate this agreement upon **thirty (30)** days written notice without cause. Notice not to renew must be given in writing by Lessor to Lessee **thirty (30)** days prior to the next commencement date.

11. Indemnification. The Lessee shall defend, indemnify and hold harmless the Lessor and its elected and appointed officials, officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of or resulting from the performance of this Agreement or caused by the negligent act or omission of the Lessee, its officers, agents, employees, subcontractors, franchisees or invitees.

12. Insurance and Certificates of Insurance. Without limiting any of the other obligations or liabilities of the Lessee or Sub-Lessee, the Lessee or Sub-Lessee shall, during the term of the agreement, purchase and maintain the hereinafter stipulated minimum insurance with companies duly licensed to write business in the State of Texas and rated A-1 or better by A.M. Best. The Lessor shall be named as an additional insured on all required policies except Workers' Compensation. Valid Certificates of Insurance for each policy covering the Lessee and Subcontractors, together with a statement by the issuing company to the extent that said policies shall not be canceled without thirty (30) days prior notice being given the Lessor, shall be delivered to the Lessor and reviewed for sufficiency by the Lessor's Risk Manager before this Agreement is executed or any activities commenced:

- (a) Commercial General Liability Insurance, Including, premises operations, Independent Contractor's Liability, completed Operations and

Contractual Liability, covering but not limited to, the liability assumed under the indemnification provisions of this Agreement, fully insuring Lessee's liability for injury to or death of owners, employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with the following limits:

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

Lessee's insurance shall be primary and shall be endorsed to provide a waiver of subrogation in favor of the Lessor. The Commercial General Liability Policy should be endorsed using Endorsement No. CG20 09 11 85.

Deductibles on each insurance policy shall no greater than \$5000.00

13.Hindrances and Delays. No claims shall be made by the Lessee for damages resulting from hindrances or delays from any cause during the progress of any portion of the operations or activities embraced in this Agreement.

14. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Lessor City of Bedford

By: _____
Beverly Griffith, City Manager

Date

Lessee Cathedral of Hope-Mid Cities

By: _____
Rev. Ken Ehrke, Executive Director

Date