

AGENDA

Regular Meeting of the Bedford City Council
Tuesday, October 25, 2011
2000 Forest Ridge Drive
Bedford, Texas 76021

Council Chambers Work Session 5:30 p.m.
Council Chambers Regular Session 6:30 p.m.

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

CALL TO ORDER

WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Presentation by Robert Hinkle, NTE, and Lara Kohl, Bluebonnet Construction, regarding the S.H. 183 expansion.

EXECUTIVE SESSION:

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

- a) Pursuant to Section 551.087, deliberation regarding Economic Development Negotiations relative to Block, Lot D, Shady Oaks East Addition, Block 1, Lot 1Rb, Bedford Meadows Shopping Center, and Block 1, Lot 2R, Super 8 Motel/121 Addition.
- b) Pursuant to Section 551.072, deliberation regarding the purchase, exchange, lease or value of real property relative to Ryanwood Baptist Church, 1400 Brown Trail.
- c) Pursuant to Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Zoning for group homes.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Senior Pastor Nosa Onaiwu, Arise & Shine Int'l Ministries)

PLEDGE OF ALLEGIANCE

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Consider a resolution authorizing the Beautification Commission to recognize Fort Worth Community Credit Union, for maintaining, improving, and/or keeping their property visually attractive to the community.
2. Proclamation recognizing November 2011 as Pancreatic Cancer Awareness Month.
3. Employee Service Recognition.

APPROVAL OF THE MINUTES

4. Consider approval of the following City Council minutes:
 - a) October 11, 2011 regular meeting

NEW BUSINESS

5. Consider a resolution adopting a Retail Center Revitalization Program.
6. Consider a resolution authorizing the purchase of a Ford Taurus sedan vehicle in the amount of \$21,687 from Philpott Motors through the Houston-Galveston Area Council state contract.
7. Consider a resolution authorizing a driveway closure and additional driveway construction at the Ryanwood Baptist Church located at 1400 Brown Trail.
8. Consider a resolution naming the Chairperson and the Vice-Chairperson of the Cultural Commission.
9. Consider a resolution authorizing the City Manager to enter into a lease agreement with ARTSNET, relative to the Trinity Arts Building located within the Bedford Boys Ranch Park.
10. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Control Board- Councilman Griffin
 - ✓ Animal Shelter Advisory Board- Councilman Griffin
 - ✓ Beautification Commission- Councilman Turner
 - ✓ Community Affairs Commission- Councilman Fisher
 - ✓ Cultural Commission- Councilman Champney
 - ✓ Library Board- Councilman Brown
 - ✓ Parks & Recreation Board- Councilman Griffin
 - ✓ Senior Citizen Advisory Board- Councilman Savage
 - ✓ Teen Court Advisory Board- Councilman Griffin
11. Council member reports
12. City Manager report
 - ✓ Status report on Adam Smith's Texas Harley Davidson request for street name change.

13. 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, October 21, 2011 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 should be requested forty-eight (48) hours prior to the scheduled starting time of a posted council meeting by calling 817.952.2101.)



Council Work Session

PRESENTER:

Robert Hinkle, NTE
Lara Kohl, Bluebonnet Construction

ITEM:

Presentation by Robert Hinkle, NTE, and Lara Kohl, Bluebonnet Construction, regarding the S.H. 183 expansion.

DISCUSSION:

Robert Hinkle from NTE Mobility Partners and Lara Kohl from Bluebonnet Construction will present an update regarding the S.H. 183 expansion project.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER:

Michael Boyter, Beautification Commission Chairperson
Don Henderson, Parks Superintendent

ITEM:

Consider a resolution authorizing the Beautification Commission to recognize Fort Worth Community Credit Union, for maintaining, improving, and/or keeping their property visually attractive to the community.

DISCUSSION:

The Beautification Commission recommends the recognition of Bedford establishments for their contribution to the beautification of Bedford through keeping their property maintained with the highest of standards. The City appreciates the visual appeal and well-maintained landscape of these properties.

<u>Property/Establishment</u>	<u>Category</u>	<u>Comments</u>
Fort Worth Community Credit Union 1905 Forest Ridge Dr. Bedford, Texas 76021	Overall Appearance	The landscaping is always colorful and planting are maintained with the season.

The Fort Worth Community Credit Union was last recognized for their overall appearance in July 2010. The guidelines for the Business Recognition Award allow businesses to be recognized on an annual basis.

If approved, the award is scheduled to be presented on Saturday, October 29, 2011. In addition, an award will be presented to Chamy Investements, 2128 L. Don Dodson, which was previously approved at the November 23, 2010 Council meeting.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Beautification Commission to recognize Fort Worth Community Credit Union for maintaining, improving, and/or keeping their property visually attractive to the community.

FISCAL IMPACT:

Funding: Beautification Fund

ATTACHMENTS:

Resolution

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE BEAUTIFICATION COMMISSION TO RECOGNIZE A BEDFORD BUSINESS, FORT WORTH COMMUNITY CREDIT UNION, FOR MAINTAINING, IMPROVING, AND/OR KEEPING THEIR PROPERTY VISUALLY ATTRACTIVE TO THE COMMUNITY.

WHEREAS, the Bedford Beautification Commission has nominated Fort Worth Community Credit Union for the Business Recognition Award based on observations, discussions and comments of the Commission members; and,

WHEREAS, a Certificate of Recognition will be signed by the Mayor, the Community Services Department, and the Bedford Beautification Commission Chairperson; and,

WHEREAS, the award is scheduled to be presented on Saturday, the 29th day of October 2011.

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

SECTION 1. That the City Council does hereby authorize the Bedford Beautification Commission to award Fort Worth Community Credit Union a Certificate of Recognition for Overall Appearance and for being visually attractive to the community.

PASSED AND APPROVED this 25th day of October 2011, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER:

Jim Story, Mayor

ITEM:

Proclamation recognizing November 2011 as Pancreatic Cancer Awareness Month.

DISCUSSION:

The Pancreatic Action Network asked that this proclamation be read aloud at a Council meeting to raise awareness of pancreatic cancer.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Proclamation
Letter of Request



CITY OF
BEDFORD

Proclamation

WHEREAS, in 2011, an estimated 44,030 people will be diagnosed with pancreatic cancer in the United States and 37,660 will die from the disease, with approximately 2,260 deaths occurring in Texas; and

WHEREAS, pancreatic cancer is one of the deadliest cancers and is the fourth leading cause of cancer death in the United States with the incidence of pancreatic cancer between 34 to 70 percent higher in African Americans than in other ethnic groups; and

WHEREAS, when symptoms of pancreatic cancer present themselves, it is usually too late for an optimistic prognosis and 74 percent of pancreatic cancer patients die within the first year of their diagnosis while 94 percent of pancreatic cancer patients die within the first five years. There is no cure for pancreatic cancer and there have been no significant improvements in survival rates in the last 40 years; and

WHEREAS, the Federal Government invests significantly less money in pancreatic cancer research than it does in any of the other leading cancer killers; and pancreatic cancer research constitutes only 2 percent of the National Cancer Institute's federal research funding, a figure far too low given the severity of the disease, its mortality rate, and how little is known about how to arrest it; and

WHEREAS, the Pancreatic Cancer Action Network is the first and only national patient advocacy organization that serves the pancreatic cancer community in Bedford and nationwide by focusing its efforts on public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer.

NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council do hereby proclaim November 2011 as:

Pancreatic Cancer Awareness Month

in the City of Bedford and the good health and well-being of our residents are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this 25th day of October, 2011.

JIM STORY MAYOR


Jakubik, Megan

From: Wells, Michael
Sent: Tuesday, September 20, 2011 12:42 PM
To: Story, Jim
Cc: Jakubik, Megan
Subject: FW: Proclamation Request for Pancreatic Cancer Action Network

From:
Sent: Tuesday, September 20, 2011 12:26 PM
To: Wells, Michael
Subject: Proclamation Request for Pancreatic Cancer Action Network

Michael Wells, City Bedford

Dear Mr. Wells:

I am writing on behalf of the Pancreatic Cancer Action Network and the estimated 37,660 Americans who will die of pancreatic cancer in 2011, approximately 2260 of whom live in Texas. In 2011, pancreatic cancer will afflict more than 44,030 Americans, 74% of whom will die within one year of their diagnosis, and 94% of whom will die within five years of diagnosis.

As I believe I told you last year, I lost my brother at age 59, 15 months after diagnosis, and our niece at age 45, 20 months after diagnosis. Both died in 2002 of pancreatic cancer. My cousin died in 2009, 5 weeks after she was diagnosed with pancreatic cancer. Before his death, my brother asked that I do all I could to increase awareness and help change the future for others who would face the devastation of pancreatic cancer.

To date, pancreatic cancer is the fourth leading cause of cancer death in the United States, and it is the deadliest, with the lowest survival rate of any major cancer. Furthermore, there has been little improvement in the survival rates over the last forty years. We need your help, and Mayor Story's as a sponsor, to shine a spotlight on this disease and finally make progress in developing treatments and early detection tools. By issuing a City of Bedford proclamation supporting the observance of November 2011 as Pancreatic Cancer Awareness Month, you can help us to raise awareness in our community.

I have attached a draft of the proclamation text for your review. I am happy to provide additional official Pancreatic Cancer Action Network material, including pancreatic cancer facts and statistics and National Cancer Institute (NCI) funding information, upon request.

We request that a total of 2 originals of the proclamation, received before November 11 so we can display them at our PurpleStride event, to be made available for our records. Please contact me at 817-578-1791, or email vgriffin@pancanvolunteer.org, with any questions. I am not sure if there is anyone in the area who will be able to attend a City Council meeting for presentation, but can ask our group to confirm if anyone could do this. Otherwise, the proclamations could be mailed to my address below. I look forward to working with you to issue a proclamation that will recognize November as Pancreatic Cancer Awareness Month and bring much needed attention to this deadly disease. Thank you for your interest in this important issue.

Sincerely,

Virginia Griffin 

My mailing address is:
8233 Shady Valley Dr.
Benbrook, TX 76116

vgriffin@pancanvolunteer.org

My Cellphone: 817-578-1791

Volunteer Dallas Fort Worth Affiliate - Fort Worth area

Pancreatic Cancer Action Network

National Headquarters: 877-272-6226

www.pancan.org

Local website <http://www.pancan.org/Volunteer/tx/dal/index.html>

ADVANCE RESEARCH. SUPPORT PATIENTS. CREATE HOPE.

**"Remember... the brick walls are there for a reason.
They are not there to keep us out. They are there to
give us a chance to show how badly we want something.
The brick walls are there to stop the people who don't want
it badly enough."**

Dr. Randy Pausch ~ author of "The Last Lecture", died of pancreatic cancer July 25, 2008



Council Agenda Background

PRESENTER:

Beverly Griffith, City Manager

ITEM:

Employee Service Recognition

DISCUSSION:

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

- | | | |
|-----------------------|----------|-------------------|
| • Elizabeth Swartzell | 5 years | Police Department |
| • Randy Greener | 5 years | Public Works |
| • Robin Giselbach | 5 years | Support Services |
| • Greg Qualls | 15 years | Fire Department |
| • Lance James | 15 years | Fire Department |
| • Mark Williams | 20 years | Fire Department |

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER:

Michael Wells, City Secretary

ITEM:

Consider approval of the following City Council minutes:
a) October 11, 2011 regular meeting

DISCUSSION:

N/A

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Minutes

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 6:15 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 11th day of October, 2011 with the following members present:

Jim Story	Mayor
Chris Brown	Council Members
Ray Champney	
Roger Fisher	
Jim Griffin	
Roy Savage	
Roy W. Turner	

constituting a quorum.

Staff present included:

Beverly Griffith	City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Roger Gibson	Police Chief
John Kubala	Public Works Director
Bill Syblon	Development Director

CALL TO ORDER

Mayor Story called the Work Session to order at 6:15 p.m.

WORK SESSION

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

Council discussed placing the following items on consent: 4, 5, 6 and 7.

Mayor Story adjourned the Work Session at 6:18 p.m.

REGULAR SESSION 6:30 P.M.

The Regular Session began at 6:30 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Story called the meeting to order.

INVOCATION (Pastor Cory Kuhn, Mid-Cities Bible Church)

Pastor Cory Kuhn of Mid-Cities Bible Church gave tonight's invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

OPEN FORUM

Nobody chose to speak under tonight's Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilman Champney, seconded by Councilman Turner, to approve the following items by consent: 4, 5, 6, and 7.

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

COUNCIL RECOGNITION

1. Recognition of Melissa Briggs, Code Enforcement Officer, for a Bedford Employee Commitment Award (BECA).

Code Enforcement Officer Melissa Briggs was recognized with the Bedford Employee Commitment Award for coming to the aid of an elderly woman whose car had broken down in a shopping center parking lot.

2. Proclamation recognizing October 22 - 30, 2011, as National Red Ribbon Week.

Mayor Story read a proclamation recognizing October 22-30, 2011 as National Red Ribbon Week. Technical Sergeant Randy Gardner was on hand to accept the proclamation.

PERSONS TO BE HEARD

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

a) Deborah Chaney, 3053 Richwood Circle, Bedford 76021 – Requested to speak to the Council regarding Stage One Watering Restrictions and accompanying signage.

Deborah Chaney, 3053 Richwood Circle, spoke to Council regarding the Stage One Watering Restrictions. She is taking a gardening class and was told by a Tarrant County AgriLife Extension agent that it would take 18 inches of rain just to rehydrate the soil. The region is also under the shadow of La Nina, which means warmer temperatures and less rain over the next few months. She stated that the region will likely be on the short side of rain up through 2020 and that there is more that everybody could do to decrease unnecessary watering. Speaking of droughts in the 1950's and 1980's, she stated that the population, and therefore the water needs and usage, have increased since those times. The simple message is that in serious drought conditions, Texas does not, and will not, have enough water to meet the needs of its people, businesses or agriculture. She stated the main focus should be planting what can grow in this region with little water and cited the landscaping around the new Library as an example. She requested that Council consider making the Tarrant Regional Water District Stage One Water Restrictions a fact of life in the City and to talk to Councils in neighboring cities to join in that effort. Whether Council agrees with that idea or not, she also requested that the Council install permanent water restriction signs such as those in Hurst and Colleyville. The temporary ones currently in use in the City are not attractive, blow and bend in the wind, and contain too much information that cannot be read from a moving vehicle.

b) Ed Henderson, 2513 Meadow View, Bedford 76021 – Requested to speak to the Council regarding a clarification of Open Records Request.

Ed Henderson, 2513 Meadow View, stated that it has been reported by some City employees and others within in the community that the Police Department has placed him on a predatory list. Through open records requests and discussions with several officers within the Police Department, he has been

assured that he is not on any kind of predatory list. He has certifications from the cities of Bedford, Hurst, Euless, and Fort Worth and the Texas Department of Criminal Justice that there are no records of criminal complaints or arrests against him. It still concerns him that employees are pushing this agenda and he feels that the reason they are doing this is that they have concluded he is gay. Mr. Henderson stated that he is not gay and is not pushing a gay agenda. He feels that the employees must think that since he is gay, he is a threat to their kids and a predator and therefore a criminal. He believes this observation could be from his disability, a rare form of macular degeneration which has left him with restricted vision and makes it difficult for him to do things in a normal way. This is no excuse, however, for hate speech from City employees and others within the community.

APPROVAL OF THE MINUTES

4. **Consider approval of the following City Council minutes:**
 - a) **September 24, 2011 work session**
 - b) **September 27, 2011 regular meeting**

This item was approved by consent.

NEW BUSINESS

5. **Consider a resolution authorizing the City Manager to enter into a contract with McClendon Construction Co., Inc., in the amount of \$217,613.95, for the Gold Hawk Lane Paving & Water Improvements.**

This item was approved by consent.

6. **Consider a resolution authorizing the City Manager to enter into a six-year lease agreement with Government Capital Corporation for the procurement of an upgrade to the current New World Systems software in the amount of \$366,150.**

This item was approved by consent.

7. **Consider a resolution authorizing the City Manager to change a Council meeting date in November from November 22, 2011 to November 15, 2011 and schedule the December meetings as December 6, 2011 and December 13, 2011.**

This item was approved by consent.

8. **Report on most recent meeting of the following Boards and Commissions:**
 - ✓ **Animal Control Board- Councilman Griffin**

No report was given.

- ✓ **Animal Shelter Advisory Board- Councilman Griffin**

No report was given.

- ✓ **Beautification Commission- Councilman Turner**

No report was given.

- ✓ **Community Affairs Commission- Councilman Fisher**

Councilman Fisher gave kudos to the Commission for the attendance and response to the Business and Merchant Network Meeting held on Tuesday, October 4. Up to 61 people attended, 48 of who were business owners or leaders. He gave thanks to the staff of the Library for scrambling at the last minute when the Fire Pit Grill was unable to host the event. He also gave special thanks to the City Manager's

Office and Bill Syblon and the Development Department for their help with the event. Finally, he thanked Fire Pit Grill for catering the event at no cost to the City or the attendees.

✓ **Cultural Commission- Councilman Champney**

No report was given.

✓ **Library Board- Councilman Brown**

No report was given.

✓ **Parks & Recreation Board- Councilman Griffin**

No report was given.

✓ **Senior Citizen Advisory Board- Councilman Savage**

No report was given.

✓ **Teen Court Advisory Board- Councilman Griffin**

No report was given.

9. Council member reports

Councilman Fisher thanked Dominik Pierce and Mirenda McQuagge-Walden in Communications for their work on the City's new website.

Councilman Griffin reminded everybody about the CPR Fall Blitz with 6Stones on Friday and Saturday. Eight homes within the City will be worked on during the event.

10. City Manager report

No report was given.

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

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

ADJOURNMENT

Mayor Story adjourned the meeting at 6:54 p.m.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER:

William Syblon, Development Director

ITEM:

Consider a resolution adopting a Retail Center Revitalization Program.

DISCUSSION:

Recent discussions held during Council Work Sessions, and ongoing communication with shopping center owners, have prompted staff to create a program that encourages the revitalization of Bedford's older retail centers. The Retail Center Revitalization Program (RCR) proposes to offer grants to property owners and tenants seeking to renovate or restore such items as exterior signage, lighting, landscaping and building façades. The primary goal of this program is to impact properties in need of revitalization, resulting in the improved exterior, visibility, and presentation of a property or business.

The critical elements of the program are as follows:

- Matching grant of up to 25% of the total project cost for qualifying improvements, not to exceed \$20,000.
- Matching grant of up to 50% of the cost to replace, remove, or improve existing signage, not to exceed \$5,000.
- Qualifying applicants must be an owner or tenant of a multi-tenant retail property that is at least 20 years old with a vacancy rate of greater than 30%.
- Applicants must meet a minimum budget requirement of \$20,000.
- Eligible façade/site improvements include windows, lighting, awnings, canopies, curbing, irrigation, landscaping, cleaning, repainting, and parking lot improvement.

Additional criteria, guidelines, and procedures are included in the attached materials.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution adopting the Retail Center Revitalization Program.

FISCAL IMPACT:

Potential funding for this program is still being researched.

ATTACHMENTS:

Resolution
RCR Program Guidelines
RCR Application

RESOLUTION NO. 11-

A RESOLUTION ADOPTING A RETAIL CENTER REVITALIZATION PROGRAM.

WHEREAS, the City of Bedford, Texas (the "City") is committed to the promotion and retention of high-quality development in the City; and,

WHEREAS, Chapter 380 of the Texas Local Government Code allows the City Council to create policies and programs for economic development and any related grants or incentives.

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

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

SECTION 2. That this City of Bedford Retail Center Revitalization Program is adopted pursuant to, and in compliance with, Chapter 380 of the Texas Local Government Code, Article III, Section 52-a of the Texas Constitution, and other applicable laws.

SECTION 3. That the City Council adopts the attached Exhibit "A," City of Bedford Retail Center Revitalization Program.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged to be held unconstitutional, illegal or invalid, the same shall not affect the validity of this Resolution as a whole, or any part or provision thereof other than the part decided to be invalid, illegal or unconstitutional, and the same shall not affect the validity of the Resolution as a whole.

PASSED AND APPROVED this 25th day of October 2011, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



City of Bedford
Retail Center Revitalization (RCR)
Program Guidelines and Application

I. GENERAL PURPOSE

The City of Bedford has established the Retail Center Revitalization (RCR) Program, which will provide technical and financial assistance to retail property owners or tenants seeking to renovate or restore their exterior signage, lighting or commercial building façades. The RCR program is designed to impact properties in need of revitalization, resulting in the improved exterior, visibility and presentation of a business.

The RCR program is not designed to subsidize corrections to building code violations that prolong the life of a commercial property. Any RCR project should strive toward increases in sales and/or revenue for the occupant or property owner and improve the aesthetic appearance of the City.

Improvements made prior to written approval of a proposed design by the City's Economic Development Committee will not be funded.

II. ELIGIBILITY CRITERIA

The following criteria must be met for participation in RCR Program:

1. Applicants must be either a multi-tenant commercial property owner or a tenant of a multi-tenant commercial property located in Bedford, Texas;
2. Tenants must have written approval from property owners to participate in program;
3. Preference will be given to independent businesses not required by contractual arrangement to maintain standardized décor, architecture, signs or similar features;
4. The retail center must be older than twenty (20) years;
5. Vacancy rate must be at or above 30%;
6. Nonconforming signage on property, if applicable, must be permanently removed as part of the improvement (the City will remove such signage at City's cost);
7. Applicants must meet a minimum budget requirement of \$20,000 for all façade improvements, not including the cost of sign improvements;
8. Property owners must be up to date on all municipal taxes prior to participation in the program;
9. Applicants must comply with all State and local laws and regulations pertaining to licensing, permits, building code and zoning requirements; and,
10. Understanding that the overall objective of the RCR program is to improve the exterior, visibility and presentation of a property; the City has the discretion to decline an application while suggesting enhancements that would enable future acceptance.



III. DESIGN PRINCIPLES AND GUIDELINES

Improvements to be funded by the program must be compatible with the character and architecture of the individual building, as well as meet City standards with regard to latest construction and design trends. Buildings with significant architectural qualities are strongly encouraged to restore and maintain these features. Improvements for buildings not having such architectural features should still be carefully considered and be seen as an opportunity to substantially enhance the appearance of the buildings and their streetscapes.

A. Eligible Façade/Site Improvements

Storefronts should be oriented to the pedestrian and provide visual interest both day and night. Effort should be made to facilitate access into the store and to create a store identity unique to Bedford and/or the respective neighborhood. The following improvements are encouraged:

1. Window display areas, which are appropriately scaled;
2. Window replacement and window framing visible from the street, which are appropriately scaled to the building;
3. Lighting that is visually appealing and appropriately illuminates signage, storefront window displays, and recessed areas of a building façade;
4. Awnings or canopies that can be both functional and visually appealing;
5. Curbing, irrigation, approved trees, landscaping beds (not including planting material) or other landscaping features attached to the building where appropriate, not to exceed twenty percent (20%) of the project budget;
6. Cleaning, repainting or residing of building;
7. Resurfacing and/or restriping of parking lots visible from street, not to exceed fifty percent (50%) of the project budget;
8. New storefront construction, appropriately scaled within an existing building.

B. Eligible Sign Improvements

1. Non-conforming signage on property, if applicable, must be permanently removed as part of the improvement.
2. Monument signage.
3. Signage removal and replacement- Assistance with pole sign removal and/or replacement as landscape monument signs or landmark signs. Proposed signage removal and replacement must meet all the current requirements of the City's sign ordinance.
4. Additional signage that is attractively integrated into the architecture of the building, including the window area, awnings or canopies, and entryways.

IV. PROGRAM ASSISTANCE

A. Financial Assistance

Funding offered is a matching grant in which the RCR Program reimburses the applicant:

- twenty-five percent (25%) of total project costs, not to exceed \$20,000;
- up to a \$20,000 maximum match for façade improvements;
- up to fifty percent (50%) match to replace, remove, or improve existing signage, not to exceed \$5,000.

Architectural design fees may not be included in the total cost of eligible improvements.



The applicant's match may be in the form of other financial aid (grant or loan) received from other agencies and/or banks, but may not be "in-kind." The RCR Program will only reimburse applicants after the applicant has paid his/her architect, contractor and vendor(s) in full and after the project is determined to have been completed in accordance with the contract between the City and applicant.

B. Non-Cash Assistance

The City of Bedford will also consider providing non-cash assistance (primarily procedural in nature) for stimulation of development and redevelopment (i.e. fast-track planning, plans review and permitting, as staff work level allows; dedicated inspections)

C. Technical Assistance

City staff can provide guidance on façade improvements specific to individual storefronts. The applicant will have a choice of hiring his/her own licensed architect to work on the project from start to completion or requesting that City staff assist first with the conceptual design of the façade. If the latter option is chosen, the applicant will still be expected to hire his/her own licensed architect, if necessary, to carry forth this conceptual design to completion of construction. The RCR Program will also monitor the progress of the project to ensure compliance with the "Scope of Services" outlined in the contract between the City and applicant.

Early meetings with City staff are encouraged in order to help avoid misunderstanding as to the eligibility of proposals.

V. PROCEDURES

A. Application Review Steps

1. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.
2. The application will be distributed to the appropriate City departments for internal review and comments. Staff may review property valuation trends. Additional information may be requested as needed.
3. Copies of the complete application package and staff comments will be provided to the City Council.
4. In light of the proprietary nature of this data, all information included within the application shall remain confidential unless and until formal action is taken to establish an agreement.

B. Consideration of Application

1. Applicant meets with Development Director for initial project discussions and files an application.
2. Applicant meets with City staff to discuss building program and design alternatives.
3. If necessary, Applicant's architect prepares final design drawings and submits them to City staff for review.
4. Upon approval of final designs by City's Development Review Committee, the Applicant has sixty (60) days to solicit three written bids from the contractors necessary to complete the improvement scope of work. **Bids from each contractor must be itemized so that a cost**



is associated with each task or material to be installed. (Copy City staff on all solicitations for bids).

5. Upon approval of submitted bids by City staff, the Applicant will enter into a contract for reimbursement with the City of Bedford. The maximum funding amount indicated on the contract will be based upon the lowest acceptable bid for proposed improvement project.
6. A pre-construction meeting takes place between the Applicant, City staff, selected contractors, and project architect.
7. City staff sends applicant a "Notice to Proceed with Improvements." **Any work completed prior to receiving the "Notice to Proceed with Improvements" will not be reimbursed.**
8. Applicant has sixty (60) days from the execution date of the contract to begin implementation of approved improvements. Applicant must provide City staff with copies of all building permits and certifications received from improvement project.
9. Contractor constructs project improvements as specified in the final design. Any changes previously agreed upon and contracted must have prior approval of City staff. It is up to the applicant to notify the staff of these changes in writing.
10. Applicant must notify the City staff once project is completed.
11. Architect and/or City staff certifies that the improvements comply with the final drawings and specifications.
12. The architect and/or contractors(s) must submit letters to the Program staff acknowledging full payment by the applicant. The applicant must submit to the Economic Development Department copies of all invoices with proof of payment.
13. Program staff submits invoices for the City of Bedford to issue rebate check.

The City of Bedford reserves the right to make adjustments regarding conditions and parameters outlined in these guidelines.

VI. TERMINATION

The City of Bedford has the right to terminate any agreement under the RCR Program if a participant is found to be in violation of any conditions set forth in these guidelines or if the project has been started prior to an executed agreement with the City of Bedford.

For additional information or questions, please contact the City of Bedford Economic Development Department, (817) 952-2160 or e-mail kay.brown@bedfordtx.gov reference "RCR Program" in the subject line.



DATE RECEIVED _____

**Retail Center Revitalization (RCR)
Application**

I. APPLICANT INFORMATION

1. Name (print) _____ *Signature _____

Company _____

Mailing Address _____

Telephone No. _____ Fax No. _____

E-mail _____ Website _____

2. Business Organization of Applicant:

Corporation (d/b/a) or Partnership or Sole Proprietorship

Business Name: _____

3. Relationship of Applicant to the storefront to be renovated:

Owner: Attach copy of latest tax bill and proof of payment.

Tenant: Attach written permission from building owner authorizing to participate in RCR project.

II. ARCHITECT RESPONSIBLE FOR YOUR DRAWINGS, PLANS, AND PERMITS

Name: _____

Address: _____

Telephone No. _____ Fax _____

E-mail: _____ Website: _____

III. PROJECT INFORMATION

1. Description of Building to be rehabilitated:

Shopping Center/Site Name _____

Street Address _____

Legal Description Lot _____ Block _____ Addition _____



RCR PROJECT NO. _____

Zoning _____ Date of when site was built _____

Site Vacancy _____

Building Dimensions:

Frontage _____ feet Depth _____ feet Height _____ feet # of Floors _____

Does building contain residential units? Yes No (if yes, how many? _____)

2. Describe the scope of work you want for this proposed façade/signage improvement project.

(Check all that apply and/or describe improvement ideas.)

- Exterior Signage Exterior Lighting Exterior Painting
- Restoration of Arch Details Storefront Windows Storefront Door
- Metal/Wood Storefront Exterior Paneling/Sliding Awning/Canopy System
- Sign Removal Add Architectural Details Other: _____

3. Estimated project cost or the total amount budgeted for improvements.
(Total project cost for façade improvements must be at least \$20,000)

\$ _____ Total Project Cost or Total Budget

IV. RCR PROCESSING PROCEDURES FOR REVIEW

After Development Review Committee (DRC) reviews the RCR application, the City staff review comments will be available Friday preceding the RCR meeting.

V. SUBMITTAL REQUIREMENTS

Applications are due before 4:30 p.m. on the 2nd or 4th Tuesday of the month.
Ten (10) copies of materials, including 8 ½" X 11" reproducible copies of each exhibit, are needed.
City staff review comments are available Friday after DRC meeting.

Revised materials, if needed from DRC review, must be submitted to Development Department two (2) weeks before the scheduled City Council meeting.



RCR PROJECT NO. _____

It is crucial a representative for this case be present at all applicable meetings.

A RCR application shall not be considered until the application, drawings, and plans are deemed to be complete. Failure to provide any necessary revised material by the deadlines indicated above may result in the delay or denial of the RCR Application.

RETURN COMPLETED APPLICATION TO:

City of Bedford
Development Department
Economic Development Division
2000 Forest Ridge Drive
Bedford, Texas 76021
Telephone: (817) 952-2160
Fax: (817) 952-2210
E-mail: kay.brown@bedfordtx.gov (note: reference RCR Project in Subject)



Council Agenda Background

PRESENTER:

Roger Gibson, Police Chief

ITEM:

Consider a resolution authorizing the purchase of a Ford Taurus sedan vehicle in the amount of \$21,687 from Philpott Motors through the Houston-Galveston Area Council state contract.

DISCUSSION:

Last year, the City of Bedford Police Department was awarded the 2010 Byrne Justice Assistance Grant (JAG) Formula Program Award grant in the sum of \$23,701. The grant funds were originally slated to purchase equipment for the Patrol Division's Chevrolet Tahoes, but due to a long delay in receiving the grant funds, the equipment was purchased with other funds in order to place those units into service.

A request for a grant adjustment was given to purchase a 4-door sedan vehicle equipped with emergency lights and sirens for the Criminal Investigations Division (CID). This unit will be used by the newly reclassified Detective Sergeant position.

In 2009, all CID vehicles were replaced with 4-door sedans to reduce fuel consumption and maintenance costs. These vehicles were purchased through two grants and the General Fund.

CID vehicles are utilized in the field to follow up on leads and investigate crimes, interview suspects and witnesses, provide surveillance, issue warrants for criminal arrests, transport detained subjects to the Police Department, issue search warrants, meet with the District Attorney's Office, respond to emergency incidents when needed, and other duties as they relate to criminal investigations.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the purchase of a Ford Taurus sedan vehicle in the amount of \$21,687 from Philpott Motors through the Houston-Galveston Area Council state contract.

FISCAL IMPACT:

The fiscal impact will be \$21,687, utilizing 2010 Byrne Justice Assistance (JAG) grant funding. The remainder of the grant will be used to purchase emergency lights and sirens for the vehicle. Based on the estimates from the equipment for the previous CID vehicles, the remaining amount will cover most, if not all, of the cost.

ATTACHMENTS:

Resolution
HGAC Pricing Worksheet

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE PURCHASE OF A FORD TAURUS SEDAN VEHICLE IN THE AMOUNT OF \$21,687 FROM PHILPOTT MOTORS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL STATE CONTRACT.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase a detective vehicle with funds awarded through the 2010 Byrne Justice Assistance Grant (JAG) Formula Program Award; and,

WHEREAS, the City Council of Bedford, Texas determines that the new unit will provide savings to the City through the reduction of fuel and maintenance costs.

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

SECTION 1. That the City Manager is hereby authorized purchase of a Ford Taurus sedan vehicle in the amount of \$21,687 from Philpott Motors through the Houston-Galveston Area Council state contract.

PASSED AND APPROVED this 25th day of October 2011, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

VE03-06

Date Prepared:

10/3/11

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	CITY OF BEDFORD	Contractor:	PHILPOTT MOTORS
Contact Person:	KIRK ROBERTS	Prepared By:	RICHARD HYDER
Phone:	(817) 952-2414	Phone:	(409) 853-3440
Fax:		Fax:	(409) 724-0886
Email:	KIRK.ROBERTS@CI.BEDFORD.TX.US	Email:	RICHARD.HYDER@PHILPOTTMOTORS.COM
Product Code:	D05	Description:	2012 FORD TAURUS SE

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 20,557.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
FLOOR PLAN INTEREST	\$ -	EXTERIOR--WHITE SUEDE	\$ -
LOT INSURANCE	\$ -	INTERIOR--GRAY	\$ -
AIR CONDITIONING	\$ -		
FRONT WHEEL DRIVE	\$ -		
ANTILOCK BRAKES	\$ -		
3.5L V6 GAS	\$ -		
6-SPD AUTOMATIC TRANSMISSION	\$ -		
POWER EQUIPMENT PKG	\$ -		
SPEED CONTROL	\$ -		
5 PASSENGER SEATING	\$ -		
AMFM CD	\$ -	Subtotal From Additional Sheet(s):	\$ -
KEYLESS ENTRY REMOTES AND DOOR KEYPAD	\$ -	Subtotal B:	\$ -

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PDI CHARGE	\$ 80.00		
		Subtotal From Additional Sheet(s):	\$ -
		Subtotal C:	\$ 80.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY 300 MILES	\$ 450.00		
		Subtotal D:	\$ 450.00

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) \$ 21,087.00

Quantity Ordered: 1 X Subtotal of A + B + C + D: \$ 21,087.00 = Subtotal E: \$ 21,087.00

F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: \$ 600.00

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	\$ -

Estimated Delivery Date: 60 DAYS ARO **H. Total Purchase Price (E+F+G):** \$ 21,687.00



Council Agenda Background

PRESENTER:

John F. Kubala, P.E., Public Works Director

ITEM:

Consider a resolution authorizing a driveway closure and additional driveway construction at the Ryanwood Baptist Church located at 1400 Brown Trail.

DISCUSSION:

In order to replace the existing sidewalk on the north side of the street adjacent to church property, with an ADA compliant sidewalk, it will be necessary to close one of the four driveways into the church's property from Gold Hawk Lane and construct a drive parallel to the street. This drive would connect to the church's east parking lot. The cost of the drive improvements would be offset by the cost of the driveway that will be eliminated. The Letter Agreement with Ryanwood Baptist Church is attached.

RECOMMENDATION:

Approval of a resolution authorizing a driveway closure and additional driveway construction at the Ryanwood Baptist Church located at 1400 Brown Trail.

FISCAL IMPACT:

NA

ATTACHMENTS:

Resolution
Letter Agreement
Location Map

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING A DRIVEWAY CLOSURE AND ADDITIONAL CONSTRUCTION AT THE RYANWOOD BAPTIST CHURCH LOCATED AT 1400 BROWN TRAIL.

WHEREAS, the City Council of Bedford, Texas determines the necessity for these driveway improvements; and,

WHEREAS, the Street Improvement Economic Development Corporation (SIEDC) Board of the City of Bedford, Texas has determined the improvements on Gold Hawk Lane will increase the efficiency of the operations of the road system.

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

SECTION 1. That the City Council authorizes a driveway closure and additional driveway construction at the Ryanwood Baptist Church located at 1400 Brown Trail.

SECTION 2. That this construction will take occur as a part of the Gold Hawk Lane Paving Improvements.

PASSED AND APPROVED the 25th day of October 2011, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Ryanwood Baptist Church
1400 Brown Trail
Bedford, Texas 76022
Jimmy Rust, Pastor

October 6, 2011

City of Bedford
Attn: Bill Shelton, Public Works Superintendent
1813 Reliance Parkway
Bedford, Texas 76021

Ref: Reconstruction of Gold Hawk

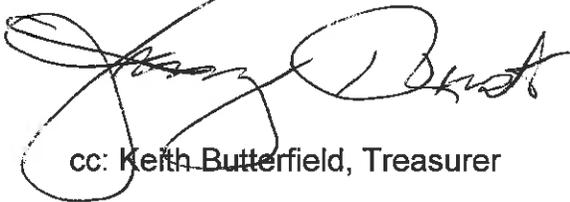
Dear Mr. Shelton,

Thank you for the briefing at Fire Station #3 on September 29th. Mr. Butterfield gave me a complete briefing on the project. I also appreciate the notice concerning the grade specifications of the existing conditions where our parallel driveway exits onto Gold Hawk and the issues with property ownership. If it will help the situation, we are willing to cooperate as follows: If the city can change our driveway to run parallel on our property line next to Gold Hawk..... we will abandon that entrance if you can make our driveway go to our east parking lot. (*A single lane about 25 feet*) That will place our traffic on Church property and eliminate one street entrance and give more space for a five (5) foot wide sidewalk .

Please contact our representative and Treasurer, Keith Butterfield on phone number 817-909-8853 to continue this suggestion.

Sincerely yours,

Jimmy Rust, Pastor



cc: Keith Butterfield, Treasurer





RAVENSWOOD DR

GOLD HAWK LN

REGENTS PARK DR

STONEGATE ELEMENTARY



-  Existing Sidewalk to be Removed and Replaced
-  New Sidewalk to be Installed



Council Agenda Background

PRESENTER:

Jim Story, Mayor
Michael Wells, City Secretary

ITEM:

Consider a resolution naming the Chairperson and Vice-Chairperson of the Cultural Commission.

DISCUSSION:

The ordinance that created the Cultural Commission stipulated that the Chairperson and Vice-Chairperson would be selected by the City Council. The selected persons will serve one-year terms.

With the death of Leighton Railsback, the Chairperson position in the Cultural Commission is now vacant. Alicia McGlinchey is currently serving as the Vice-Chairperson and has agreed to step up to serve as the Chairperson. Her confirmation as Chairperson will require Council to select a new Vice-Chairperson as well.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution naming Alicia McGlinchey as Chairperson and _____ as Vice-Chairperson of the Cultural Commission.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution

RESOLUTION NO. 11-81

A RESOLUTION NAMING THE CHAIRPERSON AND VICE-CHAIRPERSON OF THE CULTURAL COMMISSION.

WHEREAS, the Chairperson and the Vice-Chairperson of the Cultural Commission are appointed by the City Council; and,

WHEREAS, the selected persons shall serve for a term of one-year.

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

SECTION 1. That the City Council names Alicia McGlinchey as Chairperson of the Cultural Commission.

SECTION 2. That the City Council names _____ as Vice-Chairperson of the Cultural Commission.

SECTION 3. That the persons named above shall serve one-year terms.

PASSED AND APPROVED this 25th day of October 2011, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER:

David Miller, Deputy City Manager

ITEM:

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

DISCUSSION:

This item is a lease agreement between ARTSNET and the City of Bedford pertaining to the Trinity Arts Building. The terms of the lease include:

- \$10.00 per year for rent;
- ARTSNET 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;
- ARTSNET is responsible for the maintenance on the interior of the building and the City is responsible for exterior maintenance and mechanical; and,
- The term of the original lease was one year from the date of execution with the option to renew the lease hereafter for one year, for three consecutive years, provided that the tenant not be in default of any term or condition of the lease.

ARTSNET president, Lee Koch, has submitted a request to renew the current lease under the terms of the original lease. ARTSNET was not in violation of any of the lease terms during the past year. This renewal is the second of the three consecutive years allotted in the original lease, leaving one year remaining. The agreement has been reviewed and approved by the City Attorney.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a lease agreement with ARTSNET 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
Letter of Request
2011 Lease Agreement

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH ARTSNET, 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 ARTSNET 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 City Council does hereby approve the lease agreement and authorize the City Manager to enter into a contract with ARTSNET 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 2. That this resolution shall take effect from and after the date of passage.

PASSED AND APPROVED this 25th day of October 2011, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Jakubik, Megan

From: Lee Koch [REDACTED]
Sent: Tuesday, October 18, 2011 2:25 PM
To: Miller, David
Cc: Jakubik, Megan
Subject: Arts Council Northeast Lease

David,

Per Bobbie's conversation with Megan I would like to request to renew the Arts Council's lease with the City of Bedford for one more year. Please let me know if you need any other information. I am out of town until Thursday; however, I can be reached email.

Lee Koch - MA, CFRE
President
Arts Council Northeast
P.O. Box 210816
Bedford, TX 76095-7816
Office 817-283-3406

www.artscouncilnortheast.org

[Click to Donate Now!](#)

LEASE AGREEMENT

Between

**City of Bedford, Texas
as Landlord**

And

**ARTSNET
as Tenant**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of the _____ day of _____, 2011, by and between the City of Bedford, Texas (herein called "Landlord"), and ARTSNET, (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 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 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. To this end, at the date of execution of this Lease Agreement, the Tenant hereby affirms that it has no sublease 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

9.1

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: ARTSNET
2819 R. D. Hurt Parkway
Bedford, Texas 76021

24. VENUE

Landlord Tenant agrees to venue in Tarrant County, Texas.

Executed this ____ day of _____, 2010.

Landlord: City of Bedford, Texas

By: _____
Beverly Griffith
City Manager

Tenant: ARTSNET

By: _____
Lee Koch
President

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____,
2010, 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 _____,
2010, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public



Council Agenda Background

ITEM:

City Manager report:

- ✓ Status report on Adam Smith's Texas Harley Davidson request for street name change.

DISCUSSION:

This item was first presented to Council under Persons to be Heard at the June 14, 2011 meeting.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A