A G E N D A

Regular Meeting of the Bedford City Council
Tuesday, December 11, 2012
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021

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

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

WORK SESSION

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

- **Report on the Community Powered Revitalization Program's 2012 Fall Blitz.**

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) **Section 551.071, consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter re: Allied Waste Contract.**
b) **Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments.**
c) **Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lots 1D and 1E, Shops at Central Park.**
d) **Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1 Lot 4 Cimarron Plaza Addition.**
e) **Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block, Lot 2 Stonegate Shopping Center Addition, Block, Lot D Shady Oaks East Addition, and Bedford Forum Addition.**

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Pastor Tyler Downing, Woodland Heights Baptist Church)

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

APPROVAL OF THE MINUTES

1. **Consider approval of the following City Council minutes:**
   a) **November 27, 2012 regular meeting**
   b) **December 4, 2012 regular meeting**
   c) **December 5, 2012 work session**

PERSONS TO BE HEARD

2. **The following individual has requested to speak to the Council tonight under Persons to be Heard.**
   a) **Connie Ziegler Stout, 1309 Autumn Chase Sq., Bedford, Texas 76022 – Requested to speak to the Council regarding Animal Shelter awareness.**

NEW BUSINESS

3. **Public hearing and consider an ordinance to rezone the property known as a portion of Lot 1A, Harwood Village Shopping Center Addition, located at 510 Harwood Road, Suite I, Bedford, Texas, specifically for the operation of an Auction Barn and Facilities (Gallery 70 Two) from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Auction Barn and Facilities. (Z-231)**

4. **Public hearing and consider an ordinance to rezone the properties known as Lots 12A and 13A, Block 1, Oak Grove Estates Addition, located at 925 North Industrial Boulevard and 929 North Industrial Boulevard, Bedford, Texas, specifically for the operation of a restaurant (Shipley Do-Nuts) from R-7,500 Single-Family Residential District (R-75) to Heavy Commercial (H). (Z-229)**

5. **Consider a resolution appointing members to Bedford Boards and Commissions.**

6. **Consider a resolution authorizing the City Manager to enter into an interlocal agreement with the Texas Interlocal Purchasing System/Texas Arkansas Purchasing System.**

7. **Consider a resolution authorizing the City Manger to enter into a contract with Harrison, Walker and Harper (HWH) to replace aging roof, siding and seal windows at the Boys Ranch Activity Center for $216,874.**

8. **Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement with Tarrant County for the purchase of liquid asphalt.**

9. **Consider a resolution authorizing the City Manager to enter into a contract with Quality Construction for Sanitary Sewer Line Replacement Creek Crossings at various locations in the amount of $23,438.**

10. **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.**

11. **Consider a resolution approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with Spring Creek Restaurants.**

12. **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.**

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

- ✓ **Animal Control Board – Councilmember Olsen**
- ✓ **Animal Shelter Advisory Board - Councilmember Olsen**
- ✓ **Beautification Commission – Councilmember Turner**
- ✓ **Community Affairs Commission - Councilmember Boyter**
- ✓ **Cultural Commission - Councilmember Nolan**
- ✓ **Library Board – Councilmember Brown**
- ✓ **Parks & Recreation Board - Councilmember Davisson**
- ✓ **Senior Citizen Advisory Board - Councilmember Turner**
- ✓ **Teen Court Advisory Board - Councilmember Olsen**

14. Council member reports

15. City Manager/Staff Reports

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

(Any item on this posted agenda may be discussed in executive session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.)

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, December 7, 2012 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.)

AGENDA

Council Agenda Background

PRESENTER: Wes and Diane Higdon **DATE:** 12/11/12

Work Session

ITEM:

Report on the Community Powered Revitalization Program's 2012 Fall Blitz.

City Manager Review: _____

DISCUSSION:

Wes and Diane Higdon of 6 Stones Mission Network will give a report to Council regarding the Community Powered Revitalization Program's 2012 Fall Blitz held October 19 and 20.

ATTACHMENTS:

N/A

AGENDA

Council Agenda Background

PRESENTER: Michael Wells, City Secretary **DATE:** 12/11/12

Minutes

ITEM:

Consider approval of the following City Council minutes:
a) November 27, 2012 regular meeting
b) December 4, 2012 regular meeting
c) December 5, 2012 work session

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

November 27, 2012 regular meeting
December 4, 2012 regular meeting
December 5, 2012 work session

COMMUNIQUE **AGENDA**

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:30 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 27th day of November, 2012 with the following members present:

Jim Griffin	Mayor
Michael Boyter	Council Members
Chris Brown	
Jim Davisson	
Patricia Nolan	
Sherri Olsen	
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
Les Hawkins	Deputy Police Chief
Russell Hines	Building Official
Mirenda McQuagge-Walden	Managing Director of Community Services
Jacquelyn Reyff	Planning Manager
Bill Shelton	Public Works Supervisor
Bill Syblon	Development Director

WORK SESSION

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

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

Council discussed placing the following items on consent: 3, 6 and 7.

- **Receive an update from staff regarding the Stone Court Homeowner's Association perimeter screening wall.**

Deputy City Manager David Miller stated that at the October 23 meeting, Teresa LaMacchia from the Stone Court Homeowner's Association presented an issue regarding their screening wall. They are required by their Planned Unit Development (PUD) to have masonry fence. Staff has been examining the best solution for their particular situation as well as the overall effects to the City. A PUD is a zoning classification within the City's ordinances that allows desired development designs to be implemented at the time that zoning is approved. For Stone Court, a masonry wall was included in their PUD and it is their responsibility for the maintenance of the wall. They cannot afford to replace the wall due to cost factors and are looking to Council for relief. They could get relief by amending their PUD; however, the PUD cannot be addressed without amending the underlying screening provisions in the Zoning Ordinance. These amendments would have to go through the Planning and Zoning Commission and then to Council for approval or denial. Mr. Miller stated that there are another 10 PUDs in the City that have masonry walls. Staff desires to address the issue where it is City-wide but each PUD would be handled on an individual basis. The amendment to the Zoning Ordinance would be that if a subdivision

is granted relief from replacing their masonry wall, the abutting businesses would not be considered out of compliance.

In answer to questions from Council, Mr. Miller stated that inclusive of Stone Court, 12 other PUD's abut commercial property. Council discussed setting precedents if relief is granted to one subdivision and not another; creating hardships for businesses; that new businesses would still be required to put up masonry screening if they are built next to a residential property; aesthetics; and holding the developers accountable for issues related to fences.

City Manager Beverly Griffith stated that in 2003, businesses were given a variety of alternative screening methods including double-sided wood fences, shorter masonry walls and a combination of fencing and landscaping. These businesses were allowed to ask for a special exception from the Zoning Board of Adjustment.

In answer to a question from Council, Mr. Miller stated that the proposed amendments to the Fence Ordinance under Item #4 would negate Stone Court's ability to request relief and would create a conflict with the proposed changes to the Zoning Ordinance. Language would need to be added to the Fence Ordinance regarding an appeals process that would be equal to all citizens. Appeals could go through the Zoning Board of Adjustment, the Building and Standards Commission or directly to the Council.

Council discussed tabling Item #4. Council was of the consensus for staff to work on changes to the Zoning and Fence Ordinances, bring those changes to Council for their blessing and then go through the process with the Planning and Zoning Commission.

Mayor Griffin adjourned the Work Session at 6:04 p.m.

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 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments.**
b) **Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lots 1D and 1E, Shops at Central Park.**
c) **Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lots 4BR1 and Block 1, Lot 4A, Northeast Community Hospital Addition and Block 1 Lot 4 Cimarron Plaza Addition.**
d) **Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1, First State Bank Plaza Addition.**

Council convened into Executive Session pursuant to Texas Government Code Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments, Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lots 1D and 1E, Shops at Central Park, Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lots 4BR1 and Block 1, Lot 4A, Northeast Community Hospital Addition and Block 1 Lot 4 Cimarron Plaza Addition and Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1, First State Bank Plaza Addition at 6:09 p.m.

Council reconvened from Executive Session at 6:30 p.m. Council did not finish the Executive Session and will convene again at the end of the meeting.

Council convened into Executive Session at 7:05 p.m.

Council reconvened from Executive Session at 7:52 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.

REGULAR SESSION 6:30 P.M.

The Regular Session began at 6:36 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

INVOCATION (Pastor Tyler Downing, Woodland Heights Baptist Church)

Councilmember Turner 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 Councilmember Turner, seconded by Councilmember Brown, to approve the following items by consent: tabling Item # 4 and consenting 3, 6 and 7.

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:

Shayna Embry, Police Department – 5 years of service
Ernis Walker, Public Services – 5 years of service
Jeffery Gibson, Police Department – 15 years of service
William Cooper, Support Services – 20 years of service
Eric Griffin, Police Department – 25 years of service

PERSONS TO BE HEARD

2. The following individuals have requested to speak to the Council tonight under Persons to be Heard.
   a) Royal Smith, 2010 California Crossing, Dallas, Texas – Requested to speak to the Council regarding Community Waste Disposals interest in providing a proposal and to pass out general information.

Royal Smith, 2010 California Crossing – Mr. Smith stated that the City's current contract for waste disposal expires in 2014 and he hoped that if the City went out for bid, that Community Waste Disposal would be included in the RFP process. He handed out materials giving an overview of the company, their basic services including residential trash, bulk and brush pickup, commercial services and storm debris management. He stated that the company has received numerous community awards. He presented information on their Extreme Green Events for household hazardous waste, document shredding and automotive tires. He also stated that their fleet is made up of compressed natural gas vehicles.

APPROVAL OF THE MINUTES

3. Consider approval of the following City Council minutes:
a) November 13, 2012 regular meeting

This item was approved by consent.

OLD BUSINESS

4. Consider an ordinance amending Chapter 22. "Building and Building Regulations", Article XIII. "Fences", Section 22-554. "Definitions", Section 22-558. "Maintenance", and Section 22-559. "Construction Prohibited", of the City of Bedford Code of Ordinances; providing a savings clause; providing a severability clause; and providing an effective date. (Continued from the October 23, 2012 meeting)

This item was tabled by consent.

NEW BUSINESS

5. Public hearing and consider an ordinance to rezone a portion of property known as Lot 1, Block A, Bedford Plaza Addition, 2101 West Airport Freeway, Bedford, Texas; specifically for the operation of a restaurant (Chili's) from Planned Unit Development (PUD) to Heavy Commercial (H), Site Plan Approval, in the Central Business District Overlay. The property is generally located north of Airport Freeway and east of Central Drive. (Z-230)

Planning Manager Jacquelyn Reyff presented information regarding this ordinance. This is for a Chili's restaurant. The property is currently zoned as a Planned Unit Development (PUD) with a Central Business District Overlay. The PUD was for the development of this restaurant and surrounding restaurants. The site had previously been used as a Bennigan's restaurant. The applicant is proposing a building footprint of 6,090 square feet. They do meet the minimum parking numbers. There are three existing points of egress and ingress on Airport Freeway, Bay Street and Plaza Parkway. They exceed the minimum requirements for landscaping and lot coverage. 48% of the site area would be landscaped, in excess of the 20% requirement. 82% of the front yard would be landscaped, in excess of the 40% requirement. Finally, 11% of the parking lot would be landscaped, in excess of the 10% requirement. There are currently 23 trees on the tree preservation plan and the applicant is proposing to remove four trees, leaving a total of 19 trees. The proposed elevations include stucco, brick, metal, stone and bronze light fixtures. Though the Central Business District does not have specific design standards, staff has worked with the applicant to achieve modern restaurant designs. The location is designated as commercial so the proposed use would not conflict with the Comprehensive Plan. The Planning and Zoning Commission approved this item at their October 25, 2012 meeting by a vote of 6-0-0. This public hearing was published in the October 30, 2012 edition of the Star-Telegram.

In answer to a question from Council, Ms. Reyff stated that the restaurant does front Highway 183.

Mayor Griffin opened the public hearing at 6:52 p.m.

Nobody chose to speak at tonight's public hearing.

Mayor Griffin closed the public hearing at 6:52 p.m.

In answer to a question from Council, the applicant, Kimberly Williford, 6820 LBJ Freeway, Dallas, stated that they are currently in plan review and hope to begin construction by the beginning of the year for an opening of June 15.

Motioned by Councilmember Brown, seconded by Councilmember Turner, to approve an ordinance to rezone a portion of property known as Lot 1, Block A, Bedford Plaza Addition, 2101 West Airport Freeway, Bedford, Texas; specifically for the operation of a restaurant (Chili's) from Planned Unit

Development (PUD) to Heavy Commercial (H), Site Plan Approval, in the Central Business District Overlay. The property is generally located north of Airport Freeway and east of Central Drive.

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

6. Consider a resolution authorizing the City Manager to purchase seven 2013 replacement patrol vehicles in the amount of $191,696.89 through Holiday Chevrolet utilizing the Tarrant County Cooperative Contract.

This item was approved by consent.

7. Consider a resolution authorizing the City Manager to purchase a 2013 Chevrolet Silverado truck in the amount of $15,624.33 through Holiday Chevrolet utilizing the State of Texas Contract.

This item was approved by consent.

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

- ✓ **Animal Control Board – Councilmember Olsen**

No report was given.

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

No report was given.

- ✓ **Beautification Commission – Councilmember Turner**

Councilmember Turner reported that for the first time in the five years he has been the liaison to the Commission, they were unable to meet due to a lack of quorum.

- ✓ **Community Affairs Commission - Councilmember Boyter**

Councilmember Boyter reported that the Commission has begun looking at projects for 2013 that will be all encompassing for local businesses and residents. He reminded everybody about shopping in Bedford first.

- ✓ **Cultural Commission - Councilmember Nolan**

Councilmember Nolan reported that the Commission does not meet until next week.

- ✓ **Library Board – Councilmember Brown**

No report was given.

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

No report was given.

- ✓ **Senior Citizen Advisory Board - Councilmember Turner**

Councilmember Turner reminded everybody about the Senior Center Holiday Luncheon on Friday, December 7 at noon.

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

No report was given.

9. Council member reports

Councilmember Nolan reported on the 6Stones Night of Wonder. She challenged her fellow Council members to beat the City of Euless, who funds over 150 kids. People can either make donations or shop for a child and deliver the gifts to 6Stones.

10. City Manager/Staff Reports

City Manager Beverly Griffith reminded everybody about the Christmas Tree Lighting on Friday, November 30. The event begins at 4:00 p.m. at the Library with holiday cookie decorating and the movie, "The Grinch Who Stole Christmas". The event then moves over to the Old Bedford School at 6:00 p.m. for crafts, letters to Santa, singing, stories, refreshments and a visit from Santa. Pictures with Santa are available for $5.00. For further information, people can check the City's website or call the Boys Ranch Activity Center.

Ms. Griffith reported on the Bedford holiday decorating contest, which is open to all residents, neighborhoods and homeowner's associations. Participants must officially enter the contest by December 6. A list of the participating locations will be published on the City's website. Voting will take place between December 7 and 20. The winners will be announced at the Council meeting on January 8 and will be featured on the cover of the City magazine.

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 Griffin adjourned the meeting at 7:55 p.m.

_____
Jim Griffin, Mayor

ATTEST:

_____
Michael Wells, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in special session at 6:00 p.m. in the Building A Conference Room of City Hall, 2000 Forest Ridge Drive, Bedford, Texas, on the 4th day of December, 2012 with the following members present:

Jim Griffin	Mayor
Michael Boyter	Council Members
Chris Brown	
Jim Davisson	
Sherri Olsen	
Patricia Nolan	
Roy W. Turner	

constituting a quorum.

Staff present included:

Amanda Jacobs	Assistant City Secretary

REGULAR SESSION

The Regular Session began at 6:00 p.m.

CALL TO ORDER

Mayor Griffin called the meeting to order.

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

Council conducted interviews with applicants for appointment to Bedford's Citizen Boards and Commissions.

2. Council discussion, if necessary, regarding appointments to Bedford's Citizen Boards and Commissions.

Council generally discussed the appointment of members to Bedford's Citizen Boards and Commissions. Appointments will be made at a future Council meeting.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 8:50 p.m.

_____
Jim Griffin, Mayor

ATTEST:

_____

Michael Wells, City Secretary

COMMUNIQUE **AGENDA**

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:30 p.m. at the Law Enforcement Center, 2121 L. Don Dodson, on the 5th day of December, 2012 with the following members present:

Jim Griffin	Mayor
Michael Boyter	Council Members
Chris Brown	
Jim Davisson	
Sherri Olsen	
Roy W. Turner	

constituting a quorum.

Councilmember Nolan arrived at 5:36 p.m.

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Michael Wells	City Secretary
Jacquelyn Reyff	Planning Manager
Bill Syblon	Development Director

Also present:

Dan Boutwell	Municipal Planning Resources Group

WORK SESSION

The Work Session began at 5:34 p.m.

CALL TO ORDER

Mayor Griffin called the meeting to order.

1. Discuss proposal for Highway 183 Overlay District

Mayor Griffin presented two options for the Council regarding the discussion on the Highway 183 Overlay District: 1) to extend the Highway 121 Overlay District to Highway 183; or 2) create a new stand alone overlay district for Highway 183. Council was of the consensus to move forward with first option.

Development Director Bill Syblon introduced the City's planning consultant Dan Boutwell of Municipal Planning Resources Group. Mr. Boutwell stated that several years ago, the City noticed that most of the area along Highway 121 was vacant and there were concerns about protecting that area. A particular development wanted to come in at Cheek Sparger that the City was particularly concerned about and they wanted to make sure that the City's interests

were protected. From this, the first overlay district in the City, the Cheek-Sparger Overlay, was developed. Mr. Boutwell mentioned that there is a Central Business District Overlay; however, it does not contain any regulations, only the requirement for site plan approval. The purpose of an overlay district is to not throw away the underlying regulations but to protect land uses and add aesthetics regulations.

Mr. Boutwell stated that the City was pleased with the Cheek-Sparger Overlay District and decided to extend it through the undeveloped area on Highway 121. A strip of land was laid out 200 feet off of the right-of-way and if a piece of land touched it, then the whole parcel was taken. This did not include single family residents. Mr. Boutwell proposed doing the same for Highway 183. The Highway 121 Overlay District added certain regulations regarding screening of equipment on roofs, landscaping and aesthetics. If the Highway 121 Overlay District is simply extended, the only zoning changes would be along Highway 183. However, if Council makes changes to the Overlay District, then it would change the zoning on all the properties, which would affect the notification of people within 200 feet of those properties.

In regards to the original discussion on the 183 Overlay District, Mr. Boutwell stated that the City felt a need to do something to protect the businesses affected by the highway widening. Non-conforming uses would be created but the City wanted to protect the corridor as well. Based on feedback from businesses, the City backed off of this project as far as the new regulations and simply adopted the non-conforming standards as policy.

Mr. Boutwell suggested that as the Cheek Sparger and Highway 121 Overlays Districts are almost the same, they be morphed together and extended along Highway 183. There was discussion among Council regarding the differences between the two overlay districts including maintenance agreements and aesthetics; the District running on the eastern section of Highway 183; and what Council could do regarding the aesthetics of existing buildings. Council was of the consensus to set aside the last discussion to discuss with the City Attorney on what the Council could legally do regarding existing buildings, specifically if the City can regulate on a change in ownership and/or a change in use. There was discussion on properties along Highway 183 that were still in negotiation with the North Tarrant Expressway and the removal of language from the proposed Overlay District regarding assistance to properties affected by the highway expansion. Based on discussions regarding the maintenance of landscaping, Mr. Boutwell stated that under existing landscaping requirements in the City's ordinances, property owners are required to maintain what was planted as shown in their landscape plan.

Mr. Syblon displayed examples of what types of buildings would not be allowed along Highway 183 if the Overlay District as presented was put in place. Mayor Griffin stated that the Council would need to decide how restrictive or non-restrictive they want to be. The current requirements are that buildings have to be 100% masonry and have earth toned colors. Mr. Boutwell stated that there is a clause in the District that alternative materials may be permitted if approved by the Planning and Zoning Commission and the City Council. The Zoning Ordinance has relief provisions in the form of the Zoning Board of Adjustment. There was discussion regarding variances as they relate to hardship and if Council members objected to anything that was currently along Highway 121.

In regards to height regulations, the typical zoning has a maximum of 35 feet with additional height being allowed with setbacks from one of the property lines.

There was discussion on the removal of pawn shops and sexually oriented businesses from the prohibited uses in the District. Mr. Boutwell explained that those uses are regulated by the State. Pawn shops are allowed in a district without a permit. Sexually oriented businesses cannot be prohibited but a City can put them in a specific area. If an area is not provided, they

can go anywhere. In Bedford, they are allowed with a specific use permit in areas zoned industrial.

There was discussion on removing certain uses from the District, specifically drive-through restaurants. A majority of Council did not want to move forward on removing this use. They requested that there be a discussion with the City Attorney on the City's ability to restrict certain types of drive-through restaurants.

In regards to parking, the District requires that 10% of the paved surface have decorative street treatment. For landscaping, the District requires a 30 foot landscape buffer and a certain amount of trees and caliper inches as well in the front yard. Mr. Boutwell stated that along Highway 183, there will be areas that will be real tight in regards to this provision with the taking of the frontage road. In addition to what is required by the District, 10% of the parking area must be landscaped. There is a relief provision in place that existing businesses may submit a landscape plan. There was discussion on caliper sizes and whether to regulate the color of plants. There was also discussion regarding a property's ability to put in 25 square feet of flower beds to get credit on 100 square feet of landscaping; however, this does not affect the 30 foot landscape buffer. There was discussion on the 30 foot requirement and its affect on businesses. Mr. Boutwell suggested that language could be added to the District that addresses that issue instead of having to do a variance each time.

In regards to development standards, properties are required to submit color schemes to the Planning and Zoning Commission and the City Council for approval. Council was of the consensus to remove Item #6 as monument signs will not be very effective along Highway 183. There was discussion on adding an overarching clause regarding alternatives that can be looked at by the Planning and Zoning Commission and the City Council. Mr. Boutwell explained that such a clause should not apply to everything and that property owners can go to the Zoning Board of Adjustment for relief.

There was discussion on maintenance agreements and what remedies the City has if a property owner does not live up to the agreement. Council was of the consensus for there to be a discussion with the City Attorney regarding the remedies available to the City regarding enforcement of these agreements. There was further discussion on what the City is willing to do to remedy these types of situations and the difficulty of enforcement.

There was consensus among Council to extend the Highway 121 Overlay District east and west along Highway 183 to form a Master Overlay District; to discuss with the City Attorney the issues mentioned previously; to include the properties in the Central Business District that front Highway 183; to include the changes and eliminations discussed previously; and to include the Cheek Sparger Overlay District. There was discussion on the number of business owners that spoke against the previous draft of the Highway 183 Overlay District; extending the provisions of the Master Overlay District to the major thoroughfares City-wide; and holding a joint work session between the Council and the Planning and Zoning Commission.

ADJOURNMENT

Mayor Griffin adjourned the Work Session at 8:32 p.m.

_____

Jim Griffin, Mayor

ATTEST:

_____

Michael Wells, City Secretary

AGENDA

Council Agenda Background

PRESENTER: See below **DATE:** 12/11/12

Persons to be Heard

ITEM:

a) Connie Ziegler Stout, 1309 Autumn Chase Sq., Bedford, Texas 76022 – Requested to speak to the Council regarding Animal Shelter awareness.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letter of Request

COMMUNIQUE

AGENDA

From: CONNIE ZIEGLER STOUT [redacted]
Sent: Wednesday, December 05, 2012 11:20 AM
To: Wells, Michael
Cc: Connie Ziegler Stout
Subject: Request for Persons to be heard

Dear Michael Wells,

I would like to speak during the public session during the City Council meeting about Animal Shelter awareness. Please put me on the list for persons to be heard for the December 11th meeting.

Thank you,

Connie Ziegler Stout
[redacted]

Council Agenda Background

AGENDA

PRESENTER: Jacquelyn Reyff, Planning Manager **DATE:** 12/11/12

Council Mission Area: Foster economic growth.

ITEM:

Public hearing and consider an ordinance to rezone the property known as a portion of Lot 1A, Harwood Village Shopping Center Addition, located at 510 Harwood Road, Suite I, Bedford, Texas, specifically for the operation of an Auction Barn and Facilities (Gallery 70 Two) from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Auction Barn and Facilities. (Z-231)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The applicant currently is operating an antique store at 510 Harwood Road under the name Gallery 70 Two, and is proposing to hold monthly or bi-monthly antique auctions at this location. The land use category from the City of Bedford Zoning Ordinance for this type of land use falls under *Auction Barns and Facilities.* The applicant is proposing to utilize his existing 8,000 square foot in-line retail antique store in which to hold the auctions.

The lease space is located in the Harwood Village Shopping Center.

The existing landscaping and parking remain from the previous development. In this case the footprint of the building is not being increased; therefore, per Sections 2.3 and 5.2.A.1. of the City of Bedford Zoning Ordinance the landscaping and parking requirements have been met.

Current hours of operation for the antique mall are: Monday-Closed, Tuesday-Saturday 10 am-7pm, and Sunday 10 am-5 pm. Proposed hours of operation for the auctions would be Saturdays from 6:30 pm-10:30 pm, held once or twice a month.

Comprehensive Plan:
The Comprehensive Plan indicates the location of 510 Harwood Road, Suite I, to be commercial; and therefore, the use of an auction house would not conflict with the Comprehensive Plan.

The Planning and Zoning Commission recommended approval of this item at their November 8, 2012 meeting by a vote of 6-1-0 with the stipulation that this SUP be linked to the business Gallery 70 Two, not to the address as would normally be the case.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone a portion of property known as Lot 1A, Harwood Village Shopping Center Addition, located at 510 Harwood Road, Suite I, Bedford, Texas, specifically for the operation of a Auction Barn and Facilities from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Auction Barn and Facilities. (Z-231) With the stipulation that the Specific Use Permit shall be granted to the specific named business “Gallery 70 Two” and shall not run with the land or be applicable to any subsequent user. The property is generally located south of Harwood Road and west of Brown Trail.

FISCAL IMPACT:	ATTACHMENTS:
N/A	**Ordinance** **November 8, 2012 Planning & Zoning Minutes** **Zoning Change Application** **Zoning Map of Referenced Property** **Copy of Legal Description Published in Star Telegram** **8 ½ x 11 drawings**

COMMUNIQUE AGENDA

ORDINANCE NO. 12-

AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS A PORTION OF LOT 1A, HARWOOD VILLAGE SHOPPING CENTER ADDITION, LOCATED AT 510 HARWOOD ROAD, SUITE I, BEDFORD, TEXAS, SPECIFICALLY FOR THE OPERATION OF AN AUCTION BARN AND FACILITIES (GALLERY 70 TWO) FROM HEAVY COMMERCIAL (H) TO HEAVY COMMERCIAL/SPECIFIC USE PERMIT/AUCTION BARN AND FACILITIES; DECLARING THAT THIS ORDINANCE BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND DECLARING AN EFFECTIVE DATE. (Z-231)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Comprehensive Zoning Ordinance be amended to rezone the property at 510 Harwood Road, Suite I, for the operation of an auction barn and facilities from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Auction Barn and Facilities. The property is generally located south of Harwood Road and west of Brown Trail. (Z-231)

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

SECTION 1. **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 1A, Block 1, Harwood Shopping Center Addition, and is located at 510 Harwood Road, Suite I, Bedford, Texas, shall be shown as approved by this ordinance.

SECTION 2. **That the Site Plan and Floor Plan attached hereto as Exhibit "A", is approved as a component of this zoning change approval. Any revisions to the property that deviate from the Site Plan attached hereto shall require an amendment to this ordinance.**

SECTION 3. **That approval of this rezoning is subject to the stipulation that the Specific Use Permit shall be granted to the specific named business "Gallery 70 Two" and shall not run with the land or be applicable to any subsequent user.**

SECTION 4. **That from and after the final passage of this ordinance, the land described herein shall be subject to the regulations and uses of Heavy Commercial.**

SECTION 5. **That this ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.**

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

SECTION 7. **That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars ($2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.**

COMMUNIQUE

AGENDA

ORDINANCE NO. 12-

PRESENTED AND PASSED this 11th day of December, 2012 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

Chairman Stroope opened the public hearing at 7:05 PM and there being no one to speak, closed the public hearing at 7:05 PM.

The Commission discussed the application.

Motion: Commissioner Hall made a motion to approve Zoning Case Z-229.

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

Motion approved 7-0-0. Chairman Stroope declared the motion approved.

3. **Zoning Case Z-231, for a public hearing and to consider a rezoning of the property known as a portion of Lot 1A, Harwood Village Shopping Center Addition. The property is located at 510 Harwood Road, Suite I, Bedford, Texas, for Gallery 70 Two. The proposed rezoning is from Heavy Commercial to Heavy Commercial/Specific Use Permit/Auction Barns and Facilities. The property is generally located south of Harwood Road and west of Brown Trail.**

Chairman Stroope recognized Jacquelyn Reyff, AICP, Planning Manager who reviewed Zoning Case Z-231.

Chairman Stroope recognized Debra Zubelliga, 510 Harwood Road, Bedford, Texas, who was there to present this application.

Chairman Stroope recognized William Syblon, Development Director who addressed the specific use permit requirements. Specifically, a change of ownership would not require a new specific use permit.

Chairman Stroope opened the public hearing at 7:26 PM and there being no one to speak, closed the public hearing at 7:26 PM.

The Commission discussed the application. The Commission was concerned about the specific use permit requirements for future Auction Barns and Facilities specific to the auctioning of other items other than antiques.

Motion: Commissioner Fisher made a motion to approve Zoning Case Z-231.

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

Ayes: Commissioners Sinisi, Fisher, Carlson, Pierson, Chairman Stroope, Hall
Nays: Commission Henning
Abstention: None

Motion approved 6-1-0. Chairman Stroope declared the motion approved.

NEW BUSINESS

4. **Consider Canceling Planning and Zoning Commission meeting dates of November 22, 2012, and December 27, 2012 due to holidays.**

DRAFT

Motion: Commissioner Stroope made a motion to cancel the Planning and Zoning meetings scheduled for November 22, 2012 and December 20, 2012.

Commissioner Smeltzer seconded the motion and the vote is as follows:

Motion approved 7-0-0. Chairperson Stroope declared the motion approved.

ADJOURNMENT

Chairman Stroope adjourned the Planning and Zoning meeting at 7:42 PM.

Chairman Stroope
Planning and Zoning Commission

ATTEST:

Yolanda Alonso
Planning and Zoning Secretary

COMMUNIQUE

AGENDA

P&Z MTG, 11/8/12

Z-231

City of Bedford
Change of Zoning Application

Applicant Name (Print): Wesley L. Akers (*Signature): [signature]

Address: 510-I Harwood Rd. Bedford TX 76021 (Gallery 70 Two)

Telephone number: 817-282-3900 Fax number: —

I, the undersigned owner, or VICTOR LE (MANAGER 5 LAKES LLC) (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: RETAIL To: RETAIL / AUCTION

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 1A Block ___ Addition HARWOOD VLG SHPNG CNTR
Tract ___ Abstract ___ Survey ___ to the City of Bedford, Texas.
Street Address 510 HARWOOD ROAD, SUITE I

Fee: ($150.00 plus $75.00 per acre over one.) $150.00 + $75.00 x fee Waived = ___
Payable by cash, Visa, MasterCard, or check made out to the City of Bedford. *(# of acres)* *(total fee)*

Property Owner (if not applicant): *(*Signature)* [signature]

(Print name) VICTOR LE

(Company name) 5 LAKES LLC

(Street Address, City, State & Zip Code) 6909 MCCART AVENUE, FT. WORTH, TX 76133

(Telephone number) 817-754-0022 *(FAX number)* —

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

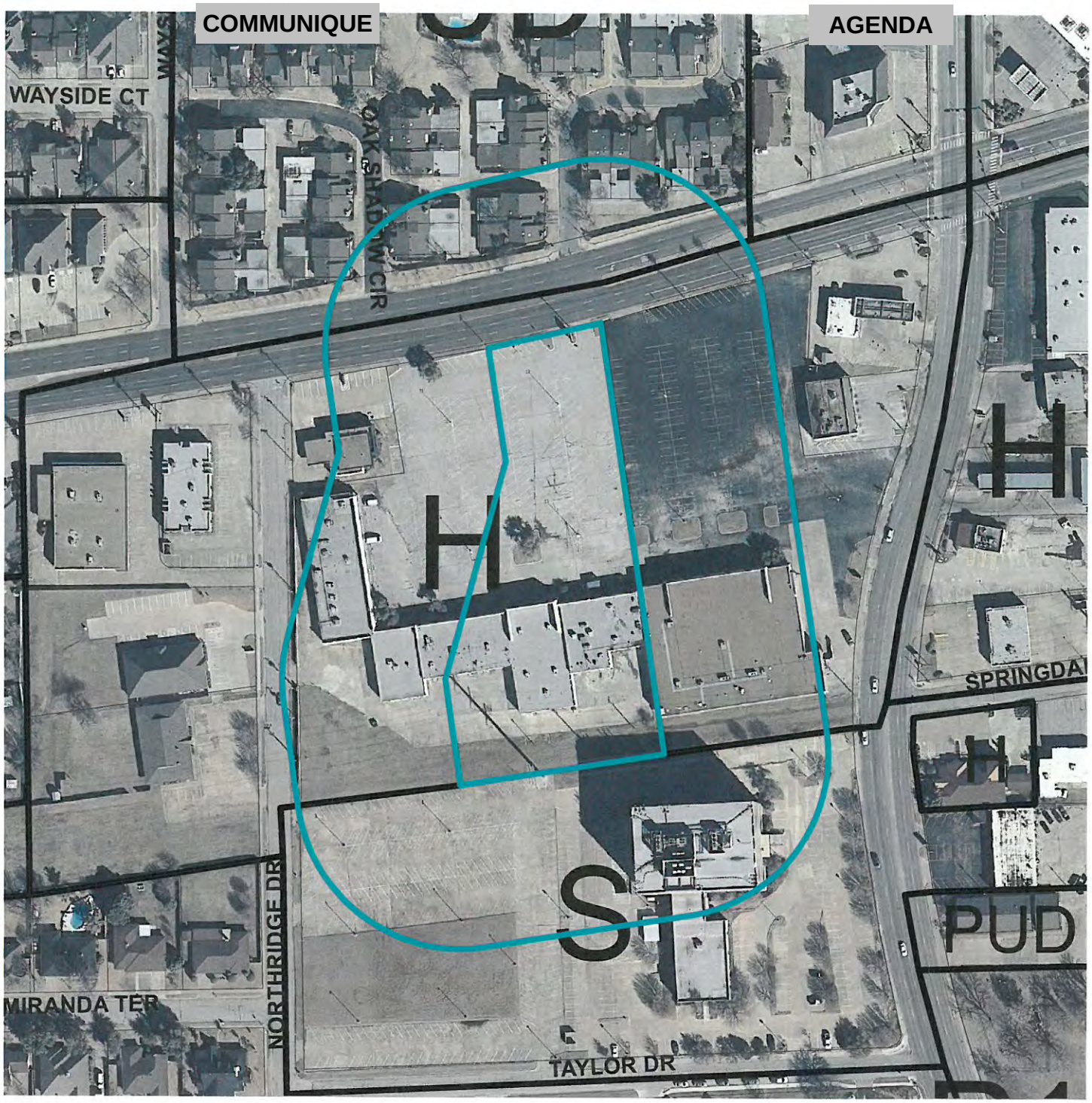
(Print Name)

(Company Name)

(Street Address, City, State & Zip Code,)

(Telephone number) *(FAX number)*

***Signatures certify that all information provided is true and correct.**
(Please indicate sole contact for the City purposes with an arrow "⇨".)



City of Bedford, Texas

Hearing Date: 11-8-12 **Z-231**

Address: 510 Harwood Road, Suite I
Bedford, Texas 76021

Legal Description: Lot 1A
Harwood Village Shopping Center Addition

N
W E
S

Parcel Boundary
Subject Parcel and Buffer

DISCLAIMER
The City of Bedford makes no representation or warranty as to the accuracy of this map and its information or to its fitness for use. Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further agrees to not hold the City of Bedford liable from any damage, loss, or liability arising from any use of the map product. Independent verification of all information contained on this map should be obtained by the end user.

COMMUNIQUE

AGENDA

CITY OF
BEDFORD
Discover the Center

November 9, 2012

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 Friday, November 9, 2012

FROM:

City of Bedford
Yolanda Alonso, Planning and Zoning

Dear Christine,

Please publish the following in "Legal Notices" Tuesday, November 13, 2012.

MESSAGE:

CITY OF BEDFORD
PUBLIC HEARING

The City of Bedford City Council will hold a Public Hearing on the following zoning item on Tuesday, December 11, 2012 at 6:30 PM, at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and to consider an ordinance to rezone the properties known as Lots 12A and 13A, Block 1, Oak Grove Estates Addition. The properties are located at 925 North Industrial Boulevard and 929 North Industrial Boulevard, Bedford, Texas, for a Shipley Donuts. The proposed rezoning is from "R-7,500" Single-Family Residential District to "H" Heavy Commercial. The properties are generally located west of Industrial Boulevard and south of Harwood Road. (Z-229)

Public hearing and to consider an ordinance to rezone the property known as a portion of Lot 1A, Harwood Village Shopping Center Addition. The property is located 510 Harwood Road, Suite I, Bedford, Texas, for Gallery 70 Two. The proposed rezoning is from Heavy Commercial to Heavy Commercial/Specific Use Permit/Auction Barns and Facilities. The property is generally located south of Harwood Road and west of Brown Trail. (Z-231)

Yolanda Alonso
Planning and Zoning

Planning and Zoning Department
2000 Forest Ridge Drive, Building B, Bedford, Texas 76021 • 817-952-2137 • Fax 817-952-2210
Web: http:///bedfordtx.gov •E-mail: yolanda.alonso@bedfordtx.gov

COMMUNIQUE

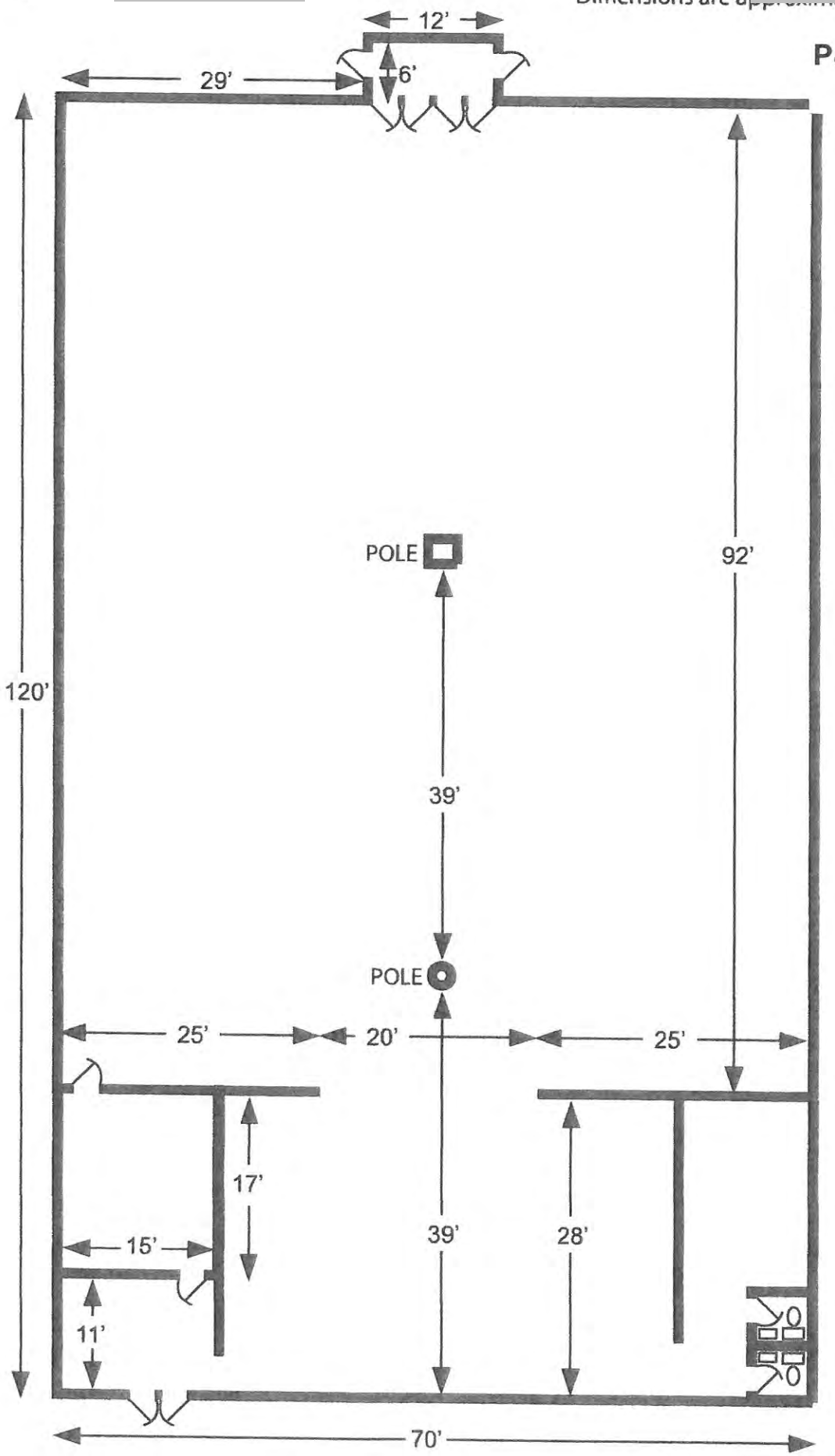
AGENDA

Dimensions are approximate.

P&Z MTG, 11/8/12

Z-231

Harwood Shopping Center - Bedford, Texas 76021



0.75 INCHES = 10 FEET

FiveLakesLLC.com
leasing@fivelakesllc.com

For Leasing Appointments:

Office: (817) 754-0022
Fax: (817) 394-2404

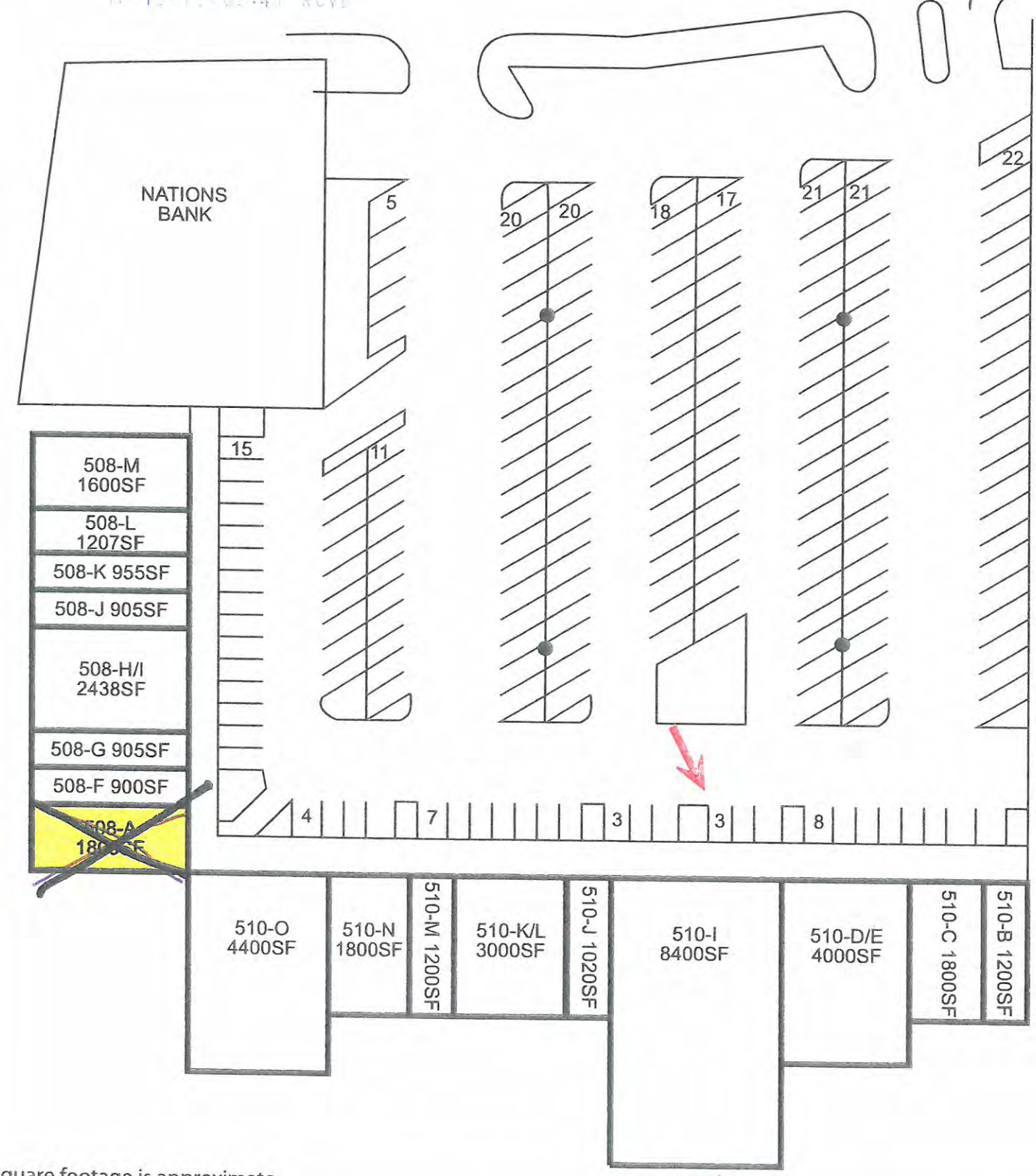
5 LAKES LLC
Commercial Investment Group

COMMUNIQUE

Harwood Village - 510 Harwood Road,

AGENDA 11/8/12

Z-231



Square footage is approximate.

5 LAKES LLC
Commercial Investment Group

For Leasing Appointments:
(817) 754-0022

FiveLakesLLC.com
leasing@fivelakesllc.com

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

Antiques and Collectibles
Gallery
70TWO
Auction Services
NOW OPEN
ANTIQUES
ANTIQUES

AGENDA

Council Agenda Background

PRESENTER: Jacquelyn Reyff, Planning Manager **DATE:** 12/11/12

Council Mission Area: Foster economic growth.

ITEM:

Public hearing and consider an ordinance to rezone the properties known as Lots 12A and 13A, Block 1, Oak Grove Estates Addition, located at 925 North Industrial Boulevard and 929 North Industrial Boulevard, Bedford, Texas, specifically for the operation of a restaurant (Shipley Do-Nuts) from R-7,500 Single-Family Residential District (R-75) to Heavy Commercial (H). (Z-229)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

DHR Engineering representing Shipley Do-Nuts is requesting the rezoning of two parcels of land along Industrial Boulevard in order to operate the restaurant. The applicant will be scheduled for a replat at a later date and utilize the address of 929 North Industrial Boulevard.

Site Data

- **The total site area is 20,038 SF.**
- **The building will have a footprint of 2,336 SF.**
- **The maximum allowable height is 35 feet and the new restaurant is proposed to be approximately 22 feet high.**
- **All required setbacks meet the requirements of the Zoning Ordinance.**

Parking and Ingress/Egress

As defined by the City of Bedford Zoning Ordinance, the new restaurant falls within the category of *Eating or Drinking Establishment (with drive-through service and all others),* which requires one parking space per 150 SF of gross floor area. Therefore, the number of required parking spaces is 16, and the applicant is providing 16 parking spaces. The required number of handicapped parking spaces is one, and the applicant is providing one.

There is one existing point of ingress and egress located off of Industrial Boulevard.

The drive-through configuration provides for three stacking spaces, which follows the Zoning Ordinance requirement.

Landscaping and Lot Coverage

The site area of the project is 20,038 SF and of that, 4,084 SF or 20% will be landscaped, which complies with the Zoning Ordinance.

Comprehensive Plan:

The Comprehensive Plan indicates the location of 925 and 929 Industrial Boulevard to be commercial. Therefore, the use of a new restaurant would not conflict with the Comprehensive Plan.

The Planning and Zoning Commission recommended approval of this item at their October 25, 2012 meeting by a vote of 7-0-0 with no stipulations.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone the properties known as Lots 12A and 13A, Block 1, Oak Grove Estates Addition, located at 925 North Industrial Boulevard and 929 North Industrial Boulevard, Bedford, Texas, specifically for the operation of a restaurant (Shipley Do-Nuts) from R-7,500 Single-Family Residential District (R-75) to Heavy Commercial (H). (Z-229)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
November 8, 2012 Planning & Zoning Minutes
Zoning Change Application
Zoning Map of Referenced Property
Copy of Legal Description Published in Star Telegram
8 ½ x 11 drawings
24x36 exhibits (separate attachment)

COMMUNIQUE AGENDA

ORDINANCE NO. 12-

AN ORDINANCE TO REZONE THE PROPERTIES KNOWN AS LOTS 12A AND 13A , BLOCK 1, OAK GROVE ESTATES ADDITION, LOCATED AT 925 NORTH INDUSTRIAL BOULEVARD AND 929 NORTH INDUSTRIAL BOULEVARD, BEDFORD, TEXAS, SPECIFICALLY FOR THE OPERATION OF A RESTAURANT (SHIPLEY DO-NUTS) FROM R-7,500 SINGLE-FAMILY RESIDENTIAL DISTRICT (R-75) TO HEAVY COMMERCIAL (H); DECLARING THAT THIS ORDINANCE BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND DECLARING AN EFFECTIVE DATE. (Z-229)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Comprehensive Zoning Ordinance be amended to rezone the properties at 925 and 929 North Industrial Boulevard for the operation of a restaurant (Shipley Do-Nuts) from R-7500, Single-family Residential District (R-75) to Heavy Commercial (H). The property is generally located west of Industrial Boulevard and south of Harwood Road. (Z-229)

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

SECTION 1. **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:**

the property known as Lots 12A and 13A, Block 1, Oak Grove Estates Addition, and is located at 925 and 929 Industrial Boulevard, Bedford, Texas, shall be shown as approved by this ordinance.

SECTION 2. **That the Site Plan, Landscaping Plan, and Elevation Plan attached hereto as Exhibit "A", is approved as a component of this zoning change approval. Any revisions to the property that deviate from the Site Plan attached hereto shall require an amendment to this ordinance.**

SECTION 3. **That approval of this rezoning is subject to no stipulations.**

SECTION 4. **That from and after the final passage of this ordinance, the land described herein shall be subject to the regulations and uses of Heavy Commercial.**

SECTION 5. **That this ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.**

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

SECTION 7. **That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars ($2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.**

COMMUNIQUE AGENDA

ORDINANCE NO. 12-

PRESENTED AND PASSED this 11th day of December, 2012 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

PLANNING AND ZONING COMMISSION
MEETING MINUTES OF NOVEMBER 8, 2012

DRAFT

REGULAR SESSION

The Planning and Zoning Commission reconvened in the Council Chamber at 7:00 PM and the Regular Session began.

CALL TO ORDER

Chairman Stroope called the meeting to order at 7:00 PM.

INVOCATION

Chairman Sinisi gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

APPROVAL OF MINUTES

1. **Consider approval of the following Planning and Zoning Commission meeting minutes:**
   a) October 25, 2012

   Motion: Commissioner Henning made a motion to approve the meeting minutes of October 25, 2012, correct as written.

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

   Ayes: Commissioners Sinisi, Carlson, Henning, Pierson, Chairman Stroope
   Nays: None
   Abstention: Commissioners Fisher, Hall
   Motion approved 5-0-2. Chairman Stroope declared the motion approved.

PUBLIC HEARING

2. **Zoning Case Z-229, for a public hearing and to consider a rezoning of the properties known as Lots 12A and 13A, Block 1, Oak Grove Estates Addition. The properties are located at 925 North Industrial Boulevard and 929 North Industrial Boulevard, Bedford, Texas, for a Shipley Donuts. The proposed rezoning is from "R-7,500" Single-Family Residential District to "H" Heavy Commercial. The properties are generally located west of Industrial Boulevard and south of Harwood Road.**

   Chairman Stroope recognized Jacquelyn Reyff, AICP, Planning Manager who reviewed Zoning Case Z-229.

   Chairman Stroope recognized Ngozye Musenda, DHR Engineering, 320 Decker Drive Irving, Texas who, was there to present this application.

Chairman Stroope opened the public hearing at 7:05 PM and there being no one to speak, closed the public hearing at 7:05 PM.

The Commission discussed the application.

Motion: Commissioner Hall made a motion to approve Zoning Case Z-229.

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

Motion approved 7-0-0. Chairman Stroope declared the motion approved.

3. **Zoning Case Z-231, for a public hearing and to consider a rezoning of the property known as a portion of Lot 1A, Harwood Village Shopping Center Addition. The property is located at 510 Harwood Road, Suite I, Bedford, Texas, for Gallery 70 Two. The proposed rezoning is from Heavy Commercial to Heavy Commercial/Specific Use Permit/Auction Barns and Facilities. The property is generally located south of Harwood Road and west of Brown Trail.**

Chairman Stroope recognized Jacquelyn Reyff, AICP, Planning Manager who reviewed Zoning Case Z-231.

Chairman Stroope recognized Debra Zubelliga, 510 Harwood Road, Bedford, Texas, who was there to present this application.

Chairman Stroope recognized William Syblon, Development Director who addressed the specific use permit requirements. Specifically, a change of ownership would not require a new specific use permit.

Chairman Stroope opened the public hearing at 7:26 PM and there being no one to speak, closed the public hearing at 7:26 PM.

The Commission discussed the application. The Commission was concerned about the specific use permit requirements for future Auction Barns and Facilities specific to the auctioning of other items other than antiques.

Motion: Commissioner Fisher made a motion to approve Zoning Case Z-231.

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

Ayes: Commissioners Sinisi, Fisher, Carlson, Pierson, Chairman Stroope, Hall
Nays: Commission Henning
Abstention: None

Motion approved 6-1-0. Chairman Stroope declared the motion approved.

NEW BUSINESS

4. **Consider Canceling Planning and Zoning Commission meeting dates of November 22, 2012, and December 27, 2012 due to holidays.**

COMMUNIQUE

AGENDA

City of Bedford

Change of Zoning Application

ZONING CASE

Z-229

RECEIVED 8/22/12

Applicant Name (Print): Randy Reid (*Signature): Randy Reid

Address: 2410 Wycon, Suite 201, Waco, TX 76712

Telephone number: 254-753-1157 Fax number: 254-753-1181

I, the undersigned owner, or Buyer (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: R75 To: H

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 12A & 13A 12+ Block 1 Addition OAK GROVE ESTATES

Tract _____ Abstract _____ Survey _____ to the City of Bedford, Texas.

Street Address 1020 Hwy. 157

13A = 929 N. INDUSTRIAL 12A = 925 N. INDUSTRIAL

Fee: ($150.00 plus $75.00 per acre over one.) $150.00 + $75.00 x 1 = ~~150.00~~ $225.00

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

Property Owner (if not applicant): (*Signature) Wayne M. Brewer, Trustee

(Print name) Wayne M. Brewer (Trustee)

(Company name)

(Street Address, City, State & Zip Code) 14428 Hunters Pass, Austin, TX 78734

(Telephone number) 512-363-0900 (FAX number)

Land Planner/Engineer/Surveyor: (*Signature)

(Print Name)

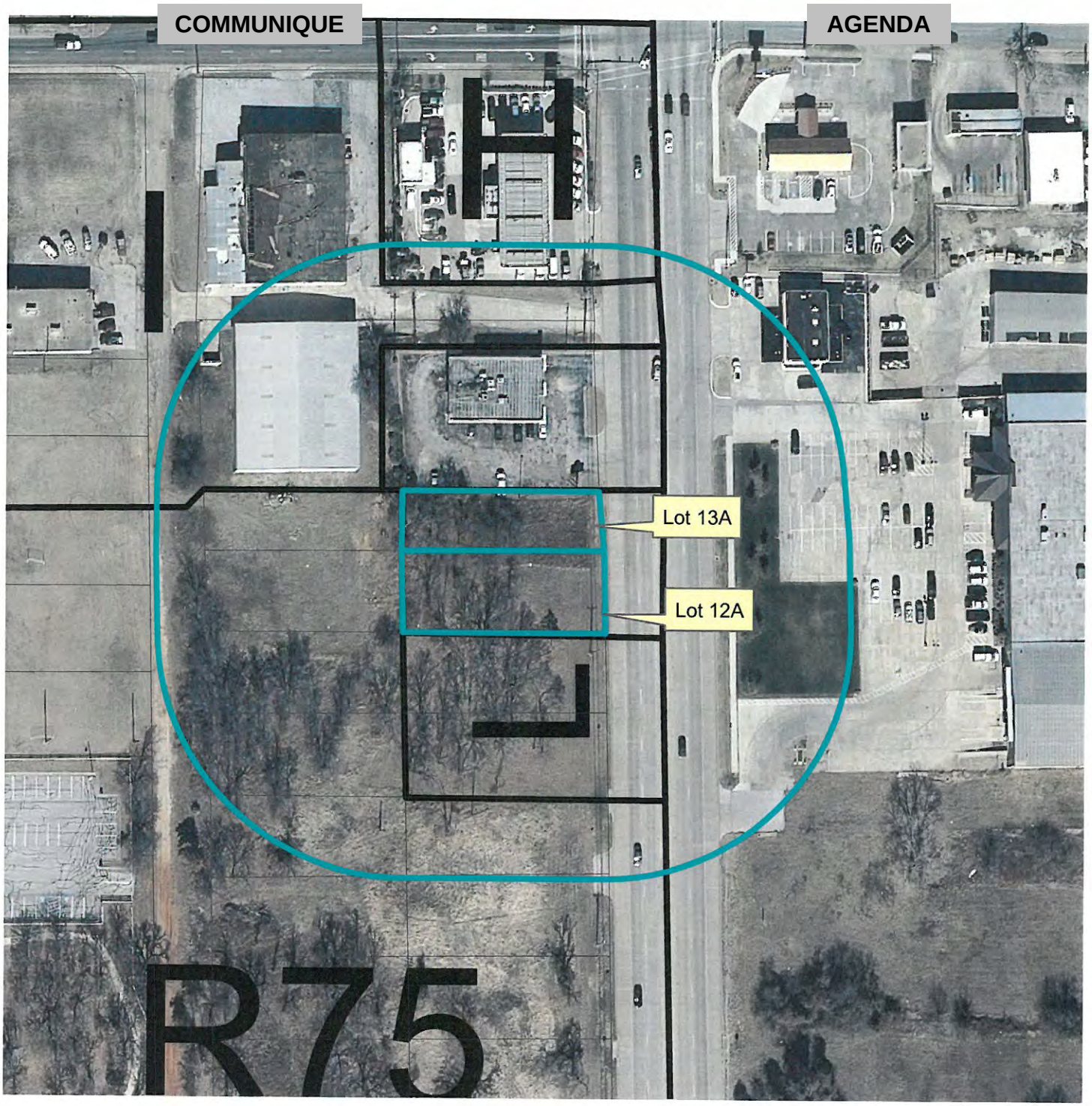
(Company Name)

(Street Address, City, State & Zip Code.)

(Telephone number) (FAX number)

*Signatures certify that all information provided is true and correct.

(Please indicate sole contact for the City purposes with an arrow "⇨".)



Hearing Date: 11-8-12 Z-229

City of Bedford, Texas

Addresses: 925 North Industrial Boulevard,
Bedford, Texas 76021
and
929 North Industrial Boulevard
Bedford, Texas 76021

Legal Description: Lots 12A and 13A, Block 1
Oak Grove Estates Addition

N
W E
S

Parcel Boundary
Subject Parcel and Buffer

DISCLAIMER
The City of Bedford makes no representation or warranty as to the accuracy of this map and its information or to its fitness for use. Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further agrees to not hold the City of Bedford liable from any damage, loss, or liability arising from any use of the map product. Independent verification of all information contained on this map should be obtained by the end user.

COMMUNIQUE

AGENDA

CITY OF
BEDFORD
Discover the Center

November 9, 2012

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 Friday, November 9, 2012

FROM:

City of Bedford
Yolanda Alonso, Planning and Zoning

Dear Christine,

Please publish the following in "Legal Notices" Tuesday, November 13, 2012.

MESSAGE:

CITY OF BEDFORD
PUBLIC HEARING

The City of Bedford City Council will hold a Public Hearing on the following zoning item on Tuesday, December 11, 2012 at 6:30 PM, at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and to consider an ordinance to rezone the properties known as Lots 12A and 13A, Block 1, Oak Grove Estates Addition. The properties are located at 925 North Industrial Boulevard and 929 North Industrial Boulevard, Bedford, Texas, for a Shipley Donuts. The proposed rezoning is from "R-7,500" Single-Family Residential District to "H" Heavy Commercial. The properties are generally located west of Industrial Boulevard and south of Harwood Road. (Z-229)

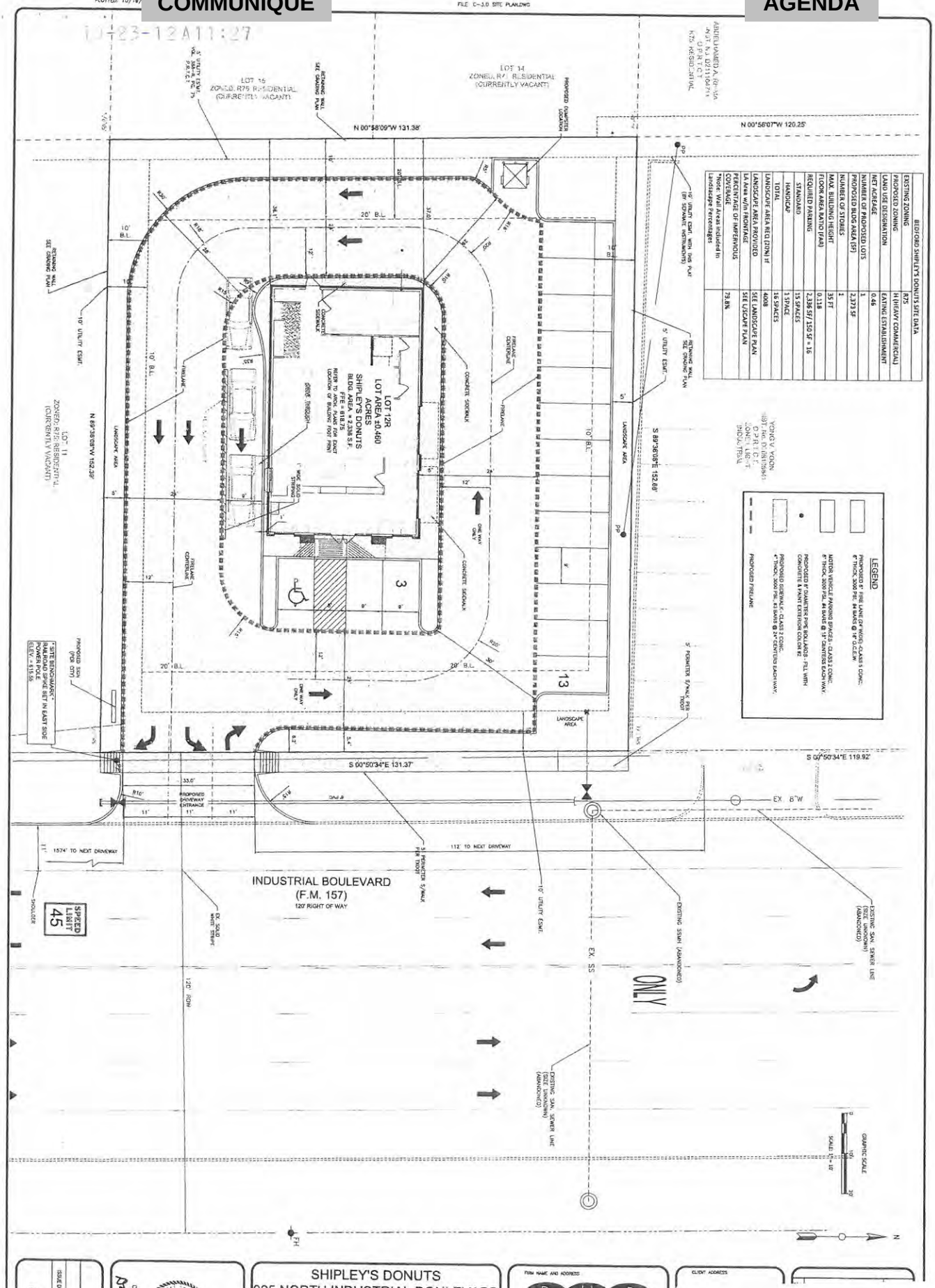
Public hearing and to consider an ordinance to rezone the property known as a portion of Lot 1A, Harwood Village Shopping Center Addition. The property is located 510 Harwood Road, Suite I, Bedford, Texas, for Gallery 70 Two. The proposed rezoning is from Heavy Commercial to Heavy Commercial/Specific Use Permit/Auction Barns and Facilities. The property is generally located south of Harwood Road and west of Brown Trail. (Z-231)

Yolanda Alonso
Planning and Zoning

Planning and Zoning Department
2000 Forest Ridge Drive, Building B, Bedford, Texas 76021 • 817-952-2137 • Fax 817-952-2210
Web: http:///bedfordtx.gov •E-mail: yolanda.alonso@bedfordtx.gov

COMMUNIQUE

AGENDA



CHECKED BY: TM
DRAWN BY: DHR CLIENT NO.: 012-005
ISSUE DATE: 09/30/2012
SHEET: C-3.0

October 19, 2012

SHIPLEY'S DONUTS
925 NORTH INDUSTRIAL BOULEVARD
CITY OF BEDFORD, TARRANT COUNTY, TX

SITE PLAN

FIRM NAME AND ADDRESS
DHR ENGINEERING, INC.
Civil Engineers
320 DECKER DRIVE
IRVING, TEXAS 75062
TEL (972) 717-0100 FAX (972) 717-0111
TBPE No. : F-9184

CLIENT ADDRESS

P&Z MTG, 11/8/12

Z-229

AGENDA

COMMUNIQUE

P&Z MTG, 11/8/12

Z-229

SOIL AMENDMENT NOTES

SOIL AMENDMENT "A" FOR SHRUB AND GROUND COVER BEDS (GENERAL)

1. PRIOR TO SOIL AMENDING, THE SUB-GRADES SHALL BE 8" BELOW FINISH GRADE TO ALLOW FOR THE FOLLOWING AMENDMENTS AND FERTILIZER. THE LAYER OF SOIL AMENDMENTS SHALL BE 4" DEEP WITH A LAYER OF MULCH 3" DEEP AS SPECIFIED, LEAVING A FINISH GRADE OF 2" BELOW THE ADJACENT PAVED AREA. EXCAVATION AND/OR FILL MAY BE REQUIRED TO ACHIEVE THESE GRADES.

APPLICATION RATES FOR SOIL AMENDMENTS:
A) ORGANIC SOIL CONDITIONER – 2" LAYER
B) TOPSOIL – 2" LAYER
C) FERTILIZER – 02LMOCOTE 10 LBS./1,000 SQ FT. OF BED AREA

2. AMENDMENTS SHALL BE UNIFORMLY SPREAD AND THOROUGHLY CULTIVATED IN A LIGHT AND FRIABLE CONSISTENCY BY MEANS OF A MECHANICAL ROT TILLER INTO THE TOP 2" OF SUB-GRADE WHICH WILL MAKE A BED OF APPROXIMATELY 6" TOTAL DEPTH OF AMENDED SOIL.

SOIL AMENDMENT "C" PREPARED BACK FILL FOR TREES AND LARGE SHRUBS (3 GALLON AND LARGER)

1. BACK FILL MIX PRIOR TO BACK FILL PROVIDE TREE DRAIN AND GRAVEL.
A) TOPSOIL – 3 PARTS
B) COMPOST – 2 PART
C) SHARP SAND – 1 PART

SOIL AMENDMENT "E" SOIL PREPARATION FOR LAWN AND GRASS AREAS

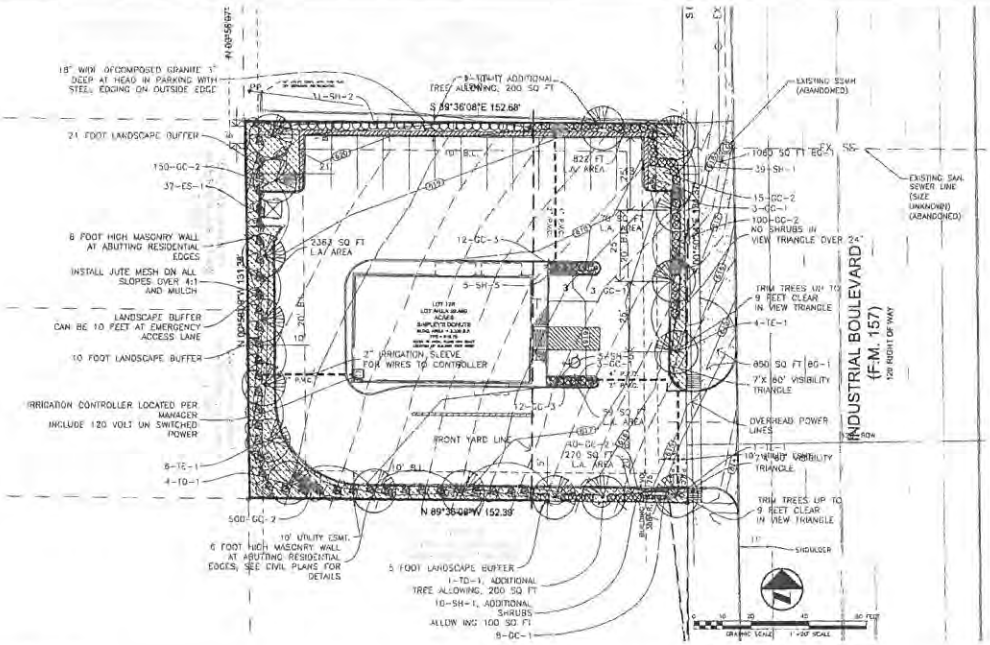
1. PRE-PLANT WEED CONTROL: ROUND-UP TO BE APPLIED UNIFORMLY TO TREAT FOR WEEDS.

2. SOIL AMENDMENTS FOR LAWN AND GRASS AREAS.
A) FOR HYDRO-SEEDING PREPARATION AND SOLID SOD OPERATIONS.
B) PRIOR TO SOIL AMENDING, THE SUB-GRADES SHALL BE 2" BELOW FINISH GRADE TO ALLOW FOR THE FOLLOWING AMENDMENTS AND FERTILIZER. THE LAYER OF SOIL AMENDMENTS SHALL BE 1" DEEP LEAVING A FINISH GRADE 1" BELOW THE ADJACENT PAVED AREA. EXCAVATION AND/OR FILL MAY BE REQUIRED TO ACHIEVE THESE GRADES.

APPLICATION RATES FOR SOIL AMENDMENTS:
A) TOP SOIL – 1/2" LAYER ON BASE OF CUT SOD
B) FERTILIZER – 10 LBS./1,000 SQ. FT. OF LAWN AREA
C) AMENDMENTS SHALL BE UNIFORMLY SPREAD AND THOROUGHLY CULTIVATED TO LIGHT AND FRIABLE CONSISTENT BY MEANS OF A MECHANICAL ROTOTILLER INTO THE TOP 3" OF SUB-GRADE, WHICH WILL MAKE A BED OF APPROXIMATELY 4" DEPTH OF AMENDED SOIL.

LANDSCAPE NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR BEING FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE OF SOIL UTILITIES.
2. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS, AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AT (972)888-3535. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH GENERAL CONTRACTOR AND SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH PLANTING OPERATIONS.
4. IF CONFLICTS ARISE BETWEEN SIZE OF AREAS AND PLANS, CONTRACTOR IS TO CONTACT LANDSCAPE ARCHITECT FOR RESOLUTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN TO THE LANDSCAPE ARCHITECT WILL RESULT IN CONTRACTOR'S LIABILITY TO RELOCATE THE MATERIALS.
5. ALL PLANT MATERIAL SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION.
6. FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT THE APPROVAL OF THE LANDSCAPE ARCHITECT AND OWNER.
7. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT 48 HOURS PRIOR TO COMMENCEMENT OF LANDSCAPE WORK TO COORDINATE PROJECT INSPECTION SCHEDULES.
8. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL SHRUB AND GROUND COVER AREA IN A WEED-FREE, DEBRIS-FREE, AND BERMUDA-FREE CONDITION. ALL EXISTING GRASSES SHALL BE DUG OUT BY THE ROOTS AND REMOVED FROM THE SITE.
9. ALL PLANTING AREA SHALL SLOPE AWAY FROM BUILDINGS TOWARDS THE WALKS AT A MINIMUM 2% SLOPE.
10. FINISH GRADE SHALL BE 1" BELOW FINISH PAVING SURFACE IN ADJACENT LAWN AREA AND 2" IN SHRUB AREAS. SOME SOIL EXCAVATION MAY BE REQUIRED TO ACCOMPLISH FINISH GRADE. (SEE SOIL PREPARATION SPECIFICATIONS.)
11. CROWN OF ALL PLANT ROOT SYSTEMS SHALL BE SLIGHTLY HIGHER AFTER SETTLING ADJACENT SOIL.
12. SITE DETAILS AND SPECIFICATIONS FOR STAKING AND GUYING METHODS, PLANT PIT DIMENSIONS AND BACK FILL REQUIREMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE TREE'S STABILITY FOR THE DURATION OF THE WARRANTY PERIOD.
13. SHRUBS, GROUND COVERS, AND SEASONAL COLOR SHALL BE TRIANGULARLY SPACED AT SPAN SHOWN ON PLANT LIST AND SHALL RECEIVE A 2" LAYER OF LAYER OF MULCH.
14. ALL GROUND COVERS TO BE HELD BACK 12" FROM EDGE OF SHRUB PLANTING AREAS AND 6" FROM EDGE OF PAVING. ALL PLANTING BEDS TO BE DIVIDED FROM SOD WITH STEEL EDGING, TYPICAL.
15. SEASONAL COLOR WILL BE SELECTED BY THE LANDSCAPE ARCHITECT PRIOR TO THE INSTALLATION TIME.
16. ALL TREES SHALL BE LOCATED A MINIMUM OF 4 FEET FROM WALLS, HEADERS, WALKS, AND OTHER TREES WITHIN THE PROJECT. IF CONFLICTS ARISE BETWEEN SIZE OF AREAS AND PLANS, CONTRACTOR IS TO CONTACT ARCHITECT FOR RESOLUTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN TO THE ARCHITECT WILL RESULT IN CONTRACTOR LIABILITY TO REDUCE THE MATERIALS.
17. SLOPE AREA SHALL NOT HAVE PLANTING INSTALLED UNTIL ALL GULLIES TO RUTS HAVE FILLED IN WITH ADJACENT SOIL AND COMPACTED.
18. LANDSCAPE CONTRACTOR TO RECEIVE SITE GRADED +/– 10 OF 1' OF FINISHED GRADE.
19. IT IS THE CONTRACTORS RESPONSIBILITY TO FURNISH PLANT MATERIALS FREE OF PEST OR PLANT DISEASE. IT IS THE CONTRACTOR'S OBLIGATION TO WARRANTY ALL PLANT MATERIAL FOR 365 DAYS FROM FINAL COMPLETION DATE.



VICINITY MAP

LANDSCAPE PLAN LEGEND

1-TO-1 — PLANT MATERIAL KEY / PLANT MATERIAL QUANTITY

4" P.V.C. / 2" P.V.C. — IRRIGATION SLEEVE / IRRIGATION WATER SUPPLY 4", WHERE 2"

LANDSCAPE ORDINANCE TREE SYMBOLS

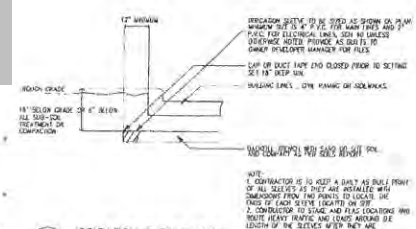
- LANDSCAPE STREET TREES, 2.0" CALIPER MINIMUM
- LANDSCAPE GREEN BELT EVERGREEN TREES, 2.0" MINIMUM
- LANDSCAPE GREEN BELT EVERGREEN SHRUBS, MIN 48" HIGH
- EVERGREEN SHRUBS
- FLOWERING OR EVERGREEN SHRUBS
- GROUND COVER SPECIMEN
- EVERGREEN GROUND COVER BEDS

SELECTED PLANT LIST

	COMMON NAME	BOTANICAL NAME	SIZE
EVERGREEN TREES			
1E-1	LIVE OAK, SINGLE TRUNK	QUERCUS VIRGINIANA	65 GALLON, 3.5-4.0" CAL. 10-12 FT.HIGH
DECIDUOUS TREES			
1D-1	BALD CYPRESS	TAXODIUM DISTICHUM	65 GALLON, 3.5-4.0" CAL. 10-12 FT.HIGH
1D-2	CEDAR ELM	ULMUS CRASSIFOLIA	65 GALLON, 3.5-4.0" CAL. 10-12 FT.HIGH
SHRUBS, EVERGREEN SCREENING GREEN BELT			
ES-1	NELLIE R. STEVENS	ILEX CRACA, N.R. STEVENS	25 GAL 5'-6 HIGH, FULL TO THE GROUND
SHRUBS, EVERGREEN			
SH-1	DWARF BURFORD HOLLY	ILEX CORNUTA, BURFORDII	5 GAL
SH-2	EDWARD GOUCHER ABELIA	ABELIA GRANDIFLORA, E.GOUCHER	3 GAL
SH-3	KNOCK OUT ROSE, DOUBLE RED	ROSEACE, KNOCK OUT SPECIES, RED	3 GAL
SH-4	INDIAN HAWTHORN, PINK	RAPHELOPSIS INDICA, HALLEANA PINK	3 GAL
GROUND COVERS ALL GET BED PREPARATION AND 3" MULCH			
GC-1	TRAILING LANTANA, ORANGE	LANTANA MONTEVIDENSIS, ORANGE	1 GAL NO SUBSTITUTIONS
GC-2	PURPLE WINTER CREEPER	EUONYMUS FORTUNIC COLORATA	1 GAL WITH 3" MULCH
GC-3	GIANT LIRIOPE	LIRIOPE MUSCARI GIGANTICA	1 GAL WITH 3" MULCH
GRASS			
BG-1	BERMUDA GRASS	CYNODON DACTYLON	SOLID SOD ROLLED SAME DAY AS INSTALLED

SUPPLEMENTAL DISTRICT REGULATIONS

SITE DESIGN CRITERIA	REQUIRED	PROVIDED
A. TOTAL GROSS AREA OF THE SITE (0.460 ACRE)		20,036 SQ. FT
3.38 FENCES ABUTTING INCOMPATIBLE DISTRICTS		
1. 8 FOOT HIGH MASONRY FENCE REQUIRED IN LANDSCAPE BUFFER.	YES	YES
3.6 LANDSCAPING REQUIREMENTS		
3.6.B MINIMUM LANDSCAPE INSTALLATION REQUIRED BOX FOR A TOTAL OF ADDITIONAL PLANTING FOR SQ FT: (2) 3" TREE (200 SQ FT EACH) (10) 1 GALLON SHRUBS (100 SQ FT) TO MEET OVERALL SITE SQUARE FOOT	4,008 SQ FT	3584 SQ FT 400 SQ FT 100 SQ FT 4084 SQ FT
1. NOT LESS THAN 40% OF THE REQUIRED TOTAL LANDSCAPING SHALL BE LOCATED WITHIN THE FRONT YARD ADDITIONAL PLANTING FOR SQ FT: (2) 3" TREE (200 SQ FT EACH) (10) 1 GALLON SHRUBS (100 SQ FT) TO MEET OVERALL SITE SQUARE FOOT	YES 1,604 SQ FT	YES 1221 SQ FT 400 SQ FT 100 SQ FT 1721 SQ FT
2. MINIMUM 20 FOOT WIDE GREEN BELT OF LIVING PLANT MATERIALS. MIN 4 FOOT HIGH AT 8 FEET ON CENTER EVERGREEN TREES AND SHRUBS.	10 FT ALLOWED	YES, 10 FT SHOWN
3. LANDSCAPING OF CITY RIGHTS OF WAY (R.O.W.) ON ABUTTING STREETS A. TREES SHALL BE LOCATED AT 25 FEET O.C. MIN. 2" DIA. WITH THE LOWEST LIMBS AT 8 FT.	YES	YES, 5 TREES
3.6 LANDSCAPING OF PARKING LOTS 1. MINIMUM 10 PERCENT OF THE TOTAL GROSS PARKING AREA SHALL BE DEVOTED TO LIVING PLANT MATERIAL. PARKING LOT GROSS AREA= 12,793 SQ FT	YES 1,280 SQ FT	NO 147 SQ FT
3.7 VISIBILITY REQUIREMENTS 7'X60' AT DRIVEWAY	YES	YES



NOTE:
1. CONTRACTOR IS TO KEEP A DIRT AS BUILT PRINT OF ALL SLEEVES AS THEY ARE INSTALLED WITH DIMENSIONS FROM TWO POINTS TO LOCATE THE ENDS OF EACH SLEEVE LOCATED ON SITE.
2. CONTRACTOR TO STAKE AND FLAG LOCATIONS AND ROUTE HEAVY TRAFFIC AND LOADS AROUND THE LENGTH OF THE SLEEVES AFTER THEY ARE INSTALLED UNTIL PAVING IS COMPLETE.

1 IRRIGATION SLEEVE DETAIL
N.T.S.

OWNER/APPLICANT:
THE REID COMPANY
2410 WYCON, SUITE 201
WACO, TEXAS 76712
Contact: Randy Reid
Phone 254-753-1157

PLANNER/ENGINEER:
DHR ENGINEERING, INC
31962
320 DECKER DRIVE
IRVING, TEXAS 75062
Phone: 972-717-0100
Contact: David Rech

REGISTERED LANDSCAPE ARCHITECT THOMAS H. PRITCHETT 2115 STATE OF TEXAS

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY T. H. PRITCHETT, R.L.A. NO. 2115 ON 10/06/2012

T.H. Pritchett Associates
LANDSCAPE ARCHITECT - LICENSED IRRIGATOR
1218 CAMINO LAGO, IRVING, TEXAS 75039
OFFICE: 972-686-3625 CELL: 214-807-2240
EMAIL: TOM@LANDDESIGNPLAN.COM
TX REG. LANDSCAPE ARCHITECT #115
TCEQ. LICENSED IRRIGATOR LI0104

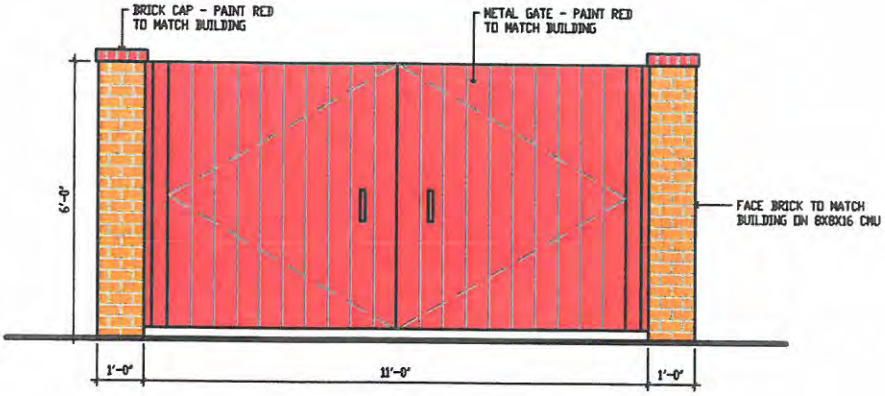
LANDSCAPE PLANTING PLAN
SHIPLEY DONUTS
LOT 12R, 0.460 ACRES
INDUSTRIAL BLVD. (F.M.157)
CITY OF BEDFORD, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
THP	THP	OCT 6 2012	1"=20'			L-1

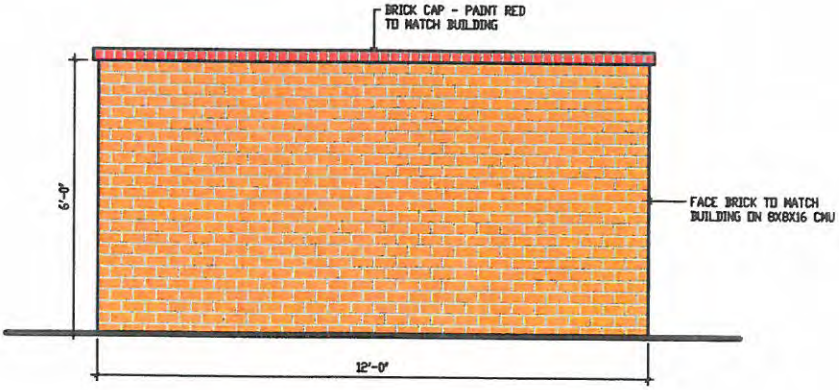
SHP FILE: 2012061

LANDSCAPE PLANTING PLAN

SHIPLEY DONUTS



Dumpster Enclosure Front Elevation



Dumpster Enclosure Side Elevation

P&Z MTG, 11/8/12

Z-229

REGISTERED ARCHITECT
STERLING W. THOMPSON
11091
STATE OF TEXAS

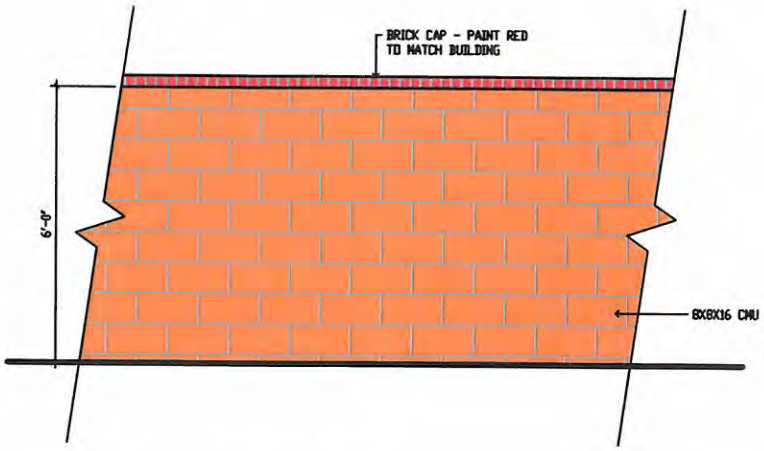
Shipley's Donuts

Industrial Blvd.
Bedford, Texas

Project number	2012-08-04
Date	September 27, 2012
Drawn by	SWT
Checked by	SWT
Scale	1/4" = 1'-0"

STERLING ARCHITECTS
2416 Columbus Ave.
Waco, Texas 76701
PHONE: (254) 756-2311
FAX: (254) 756-2577
SterlingThompson_architect@yahoo.com

1



Typical Masonry Fence Elevation

P&Z APPLICATION

Z-229

10-08-12A08:56 RCVD

Received 10/9/12

Shipley's Donuts

Industrial Blvd.
Bedford, Texas

Project number	2012-08-04
Date	October 8, 2012
Drawn by	SWT
Checked by	SWT
Scale	1/4" = 1'-0"

STERLING ARCHITECTS
2416 Columbus Ave.
Waco, Texas 76701
PHONE: (254) 756-2311
FAX: (254) 756-2577
SterlingThompson_architect@yahoo.com

2

SALE / LEASE
ZONING
CHANGE
952-2137

45
THIS PR

AGENDA

Council Agenda Background

PRESENTER: Jim Griffin, Mayor
Michael Wells, City Secretary

DATE: 12/11/12

Council Mission Area: Encourage citizen involvement.

ITEM:

Consider a resolution appointing members to Bedford's Citizen Boards and Commissions.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The Council interviewed 13 applicants for Bedford's Citizen Boards and Commissions on December 4, 2012. There were an additional four applicants who were unable to attend. Additionally, there were several incumbents who reapplied for their current Board or Commission seat or a seat on another Board or Commission as indicated in the list provided to Council during the interviews.

Following the interviews, Council discussed and tentatively made appointments to Boards and Commissions for the 2013 calendar year. Attached is the updated Board Opening Form that indicates Council's tentative appointments. Please note on the form that blue indicates applicants appointed for another term in their current position and green indicates brand new appointments.

After the interviews on December 4, staff received an application from Dawn Orr who currently serves as Place 4, Animal Welfare Organization on the Animal Shelter Advisory Board. If it is Council's desire, she can be appointed to Place 4, Animal Welfare Organization, on the newly composed Animal Shelter Advisory Board. That language would need to be added to the motion approving the resolution. Ms. Orr's application is attached.

Also, on the form given to staff after the interviews, there was an indication that it was Council's desire to appoint Rachel Moore to Place 6, Alternate on the Zoning Board of Adjustment. Ms. Moore currently serves in Place 4 on the ZBA and her term does not expire until next year. Staff feels that this may have been done in error and has left Ms. Moore off of the resolution. If appointing Ms. Moore to Place 6, Alternate is Council's desire, language would need to be added to the motion approving the resolution.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution appointing members to Bedford's Citizen Boards and Commissions.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Updated Board Opening Form
Dawn Orr Application

COMMUNIQUE

AGENDA

RESOLUTION NO. 12-

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

<u>Animal Shelter Advisory Board</u>
Dr. Rebecca Epps, Place 1 – Veterinarian, Term Expires 2014
Sandy Osburn, Place 5 – General Public, Term Expires 2014
Karen Killian, Place 6 – General Public, Term Expires 2013
Connie Ziegler Stout, Place 7 – General Public, Term Expires 2013

<u>Beautification Commission</u>
Elvera Rose, Place 3 – At Large, Term Expires 2014
Kelly Shipps, Place 6 – At Large, Term Expires 2014
Faye Murphy, Place 8 – At Large, Term Expires 2014
Patty Sinclair, Place 9 – At Large, Term Expires 2014
Don Whitehurst, Place 12 – At Large, Term Expires 2014

<u>Building and Standards Commission</u>
Ronald Owens, Place 2 – General Public, Term Expires 2014
Daniel Novocin, Place 3 – Building Contractor, Term Expires 2014
Randy Youngs, Place 4 – General Public, Term Expires 2014
Tom Bresnahan, Place 5 – Licensed Architect, Term Expires 2013

<u>Community Affairs Commission</u>
Jennifer Schnell, Place 1 – Business, Term Expires 2014
Sarah Sisson, Place 3 – Business, Term Expires 2014
Dave Gebhart, Place 5 – Business, Term Expires 2014
David Franklin, Place 7 – Resident, Term Expires 2014
Mark Massey, Place 9 – Resident, Term Expires 2014
Diane Doughty, Place 11 – Resident, Term Expires 2014
Erin Humiston, Place 12 – Resident, Term Expires 2013

<u>Cultural Commission</u>
Thomas Jacobsen, Place 2 – Term Expires 2014
Janice Vickery, Place 4 – Term Expires 2014
Ray Champney, Alternate 1 - Term Expires 2014

<u>Library Board</u>
Lori Irvin, Place 5 – Term Expires 2014
Susan Hampton, Place 6 – Term Expires 2014
Scott Probasco, Place 7 – Term Expires 2014

<u>Parks and Recreation Board</u>
Doyle Lee, Place 1 – Term Expires 2013
Cathy Schneider, Place 5 – Term Expires 2014
Lisa McMillan, Place 6 – Term Expires 2014
Andrea Sarnoff, Place 7 – Term Expires 2014

<u>Planning and Zoning Commission</u>
Roger Fisher, Place 1 – Term Expires 2014
Hank Henning, Place 5 – Term Expires 2014
Tom Stroope, Place 6 – Term Expires 2014
Michael Ann "Mickey" Hall, Place 7 – Term Expires 2014

RESOLUTION NO. 12-

Mitchell Austin, Place 8 Alternate – Term Expires 2013
Lee Pierson, Place 9 Alternate – Term Expires 2014

<u>Senior Citizen Advisory Board</u>
Anne Chance, Place 1 – Term Expires 2013
Carrie Campbell, Place 3 – Term Expires 2014
Gwen Roof, Place 4 – Term Expires 2014
Darrell Hart, Place 7 – Term Expires 2014

<u>Street Improvement Economic Development Corporation</u>
Ronald Jenkins, Public – Term Expires 2014

<u>Teen Court Advisory Board</u>
Kathleen Toms, Bedford Place 2 – Term Expires 2014
Toby Givens, Bedford Alternate 2 – Term Expires 2014

<u>Zoning Board of Adjustment</u>
Richard Smyer, Place 3 – Term Expires 2014

PASSED AND APPROVED this 11th day of December 2012, 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

BOARD OPENINGS FORM Updated 12/6/12

ANIMAL SHELTER ADVISORY BOARD

PLACE #			
1 Veterinarian	Dr. Rebecca Epps	Expires 2014	Dr. Rebecca Epps
4 Animal Welfare Organization	Dawn Orr	Expires 2014	Dawn Orr
5 General Public	Dawn Schneider	Expires 2014	Sandy Osburn
6 General Public	OPEN	Expires 2013	Karen Killian
7 General Public	OPEN	Expires 2013	Connie Ziegler Stout

BEAUTIFICATION COMMISSION

PLACE #			
3—At Large	OPEN	Expires 2012	Elvera Rose
6—At Large	Kelly Shipps	Expires 2012	Kelly Shipps
7—At Large	Rene Griffin	Expires 2012	OPEN
8—At Large	Faye Murphy	Expires 2012	Faye Murphy
9—At Large	Patty Sinclair	Expires 2012	Patty Sinclair
10—At Large	William Ledbetter	Expires 2012	OPEN
12—At Large	Don Whitehurst	Expires 2012	Don Whitehurst
13—At Large	OPEN	Expires 2012	OPEN
14- At Large	OPEN	Expires 2013	OPEN
15—At Large	OPEN	Expires 2013	OPEN

BUILDING AND STANDARDS COMMISSION

PLACE #			
2—General Public	Ronald Owens	Expires 2012	Ronald Owens
3—Building Contractor	Daniel Novocin	Expires 2012	Daniel Novocin
4—General Public	Randy Youngs	Expires 2012	Randy Youngs
5—Licensed Architect	OPEN	Expires 2013	Tom Bresnahan
6—Alternate	OPEN	Expires 2012	OPEN
7—Alternate	OPEN	Expires 2013	OPEN
8—Alternate	OPEN	Expires 2012	OPEN
9—Alternate	OPEN	Expires 2013	OPEN
10—Alternate	OPEN	Expires 2013	OPEN

COMMUNITY AFFAIRS COMMISSION

PLACE #			
1—Business	OPEN	Expires 2012	Jennifer Schnell
3—Business	Sarah Sisson	Expires 2012	Sarah Sisson
5—Business	James 'Cody' Walker	Expires 2012	Dave Gebhart
7—Resident	David Franklin	Expires 2012	David Franklin
9—Resident	Mark Massey	Expires 2012	Mark Massey
11—Resident	OPEN	Expires 2012	Diane Doughty
12-Resident	OPEN	Expires 2013	Erin Humiston

CULTURAL COMMISSION

PLACE #			
2	Thomas Jacobsen	Expires 2012	Thomas Jacobsen
4	Janice Vickery	Expires 2012	Janice Vickery
Alternate 1	OPEN	Expires 2014	Ray Champney
Alternate 2	OPEN	Expires 2013	OPEN

LIBRARY BOARD

PLACE #			
5	Lori Irvin	Expires 2012	Lori Irvin
6	Raymond Peters	Expires 2012	Susan Hampton
7	OPEN	Expires 2012	Scott Probasco

PARKS AND RECREATION BOARD

PLACE #			
1	OPEN	Expires 2013	Doyle Lee
5	Cathy Schneider	Expires 2012	Cathy Schneider
6	Lisa McMillan	Expires 2012	Lisa McMillan
7	James 'Bucky' Geer	Expires 2012	Andrea Sarnoff

PLANNING AND ZONING COMMISSION

PLACE #			
1	Roger Fisher	Expires 2012	Roger Fisher
5	Hank Henning	Expires 2012	Hank Henning
6	Tom Stroope	Expires 2012	Tom Stroope
7	Roger Smeltzer	Expires 2012	Michael Ann "Mickey" Hall

8 – Alternate	Michael Ann "Mickey" Hall	Expires 2013	Mitchell Austin
9—Alternate	Lee Pierson	Expires 2012	Lee Pierson

SENIOR CITIZEN ADVISORY BOARD

PLACE #			
1	OPEN	Expires 2013	Anne Chance
3	Rita Owens	Expires 2012	Carie Campbell
4	Joseph Bangert	Expires 2012	Gwen Roof
5	OPEN	Expires 2013	OPEN
7	Darrell Hart	Expires 2012	Darrell Hart

STREET IMPROVEMENT ECONOMIC DEVELOPMENT CORPORATION

PLACE #			
Public	Marvin Chosky	Expires 2012	Ronald Jenkins

TEEN COURT ADVISORY BOARD

PLACE #			
2—Bedford	Kathleen Toms	Expires 2012	Kathleen Toms
Bedford Alternate 2	Dave Gebhart	Expires 2012	Toby Givens

ZONING BOARD OF ADJUSTMENT

PLACE #			
2	John Novelli	Expires 2012	OPEN
3	Richard F. Smyer	Expires 2012	Richard F. Smyer
6—Alternate	OPEN	Expires 2013	OPEN
7—Alternate	OPEN	Expires 2012	OPEN

RECEIVED DEC 06 2012

Print Form

Boards and Commissions Application

The following information is necessary to apply for potential service on a City of Bedford Board, Commission or Committee. The information you provide will become open record and available to the press and the public. In order to apply and serve as a board or committee member, you must meet eligibility requirements of the specific board or committee for which you apply. Please fill out this form and return it to the Office of the City Secretary at 2000 Forest Ridge Drive, Bedford, TX 76021 or by Fax at 817.952.2103. By signing this application you are acknowledging that you have applied for an appointed position with the City, and agree to serve on the board, commission or committee for which you have applied in good faith.

Personal Information

Name: Dawn Carr

E-mail: ntxdogwhisperer@aol.com

Address: 4905 Hudson Ln

City: Arlington State: Tx Zip: 76017

Phone (H):

(M) 972 365 2380

Length of Residence in Bedford:

Registered Voter (Yes or No) Y

****You must be a resident of Bedford for at least 12 consecutive months preceding your appointment****

Have you or do you currently serve on any City boards, commissions, or committees? Y

If yes, which one(s) and dates: Bedford shelter advisory board

Professional Information

Business Name: United K9 Professionals

Profession: Canine Rehabilitation Specialist

Business Address: 4905 Hudson Ln

City: Arlington State: Tx Zip: 76017

Business Phone: 972 365 2380

Ext:

Please briefly tell us why you are interested in serving on a Board or Committee:

To help rehabilitated mistreated dogs, help teach the public and other pet professionals about canine behavior

What do you think qualifies you to serve on a Board or Committee?

many years working with the public and dogs has allowed me to help save shelter dogs as well as family pets

Please indicate your area(s) of interest. You may select one option or select more by ranking them according to your preferences. The parenthesis indicates (term/typical number of *meetings* held each year).

- [ ] Where Needed
- [x] Animal Shelter Board (2/6)
- [ ] Beautification Commission (2/11)
- [ ] Building & Standards Commission (2/6)
- [ ] Cultural Commission (2/24)
- [ ] Community Affairs Commission (2/12)
- [ ] Library Board (2/12)
- [ ] Parks & Recreation Board (2/12)
- [ ] Planning & Zoning Commission (2/24)
- [ ] Senior Citizen Advisory Board (2/4)
- [ ] Street Improvement Econ. Dev. Corp (2/2)
- [ ] Teen Court Advisory Board (2/4)
- [ ] Zoning Board of Adjustment (2/12)

Have you attended any meetings of the committee(s) for which you wish to be considered? Y

Will you commit to:

- ○ Frequent Involvement
- ○ Occasional involvement

I certify that the foregoing information is true and correct.

Signature

12/3/12
Date

AGENDA

Council Agenda Background

PRESENTER: Chuck Carlisle, Risk & Contractual Services Manager **DATE:** 12/11/12

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

ITEM:

Consider a resolution authorizing the City Manager to enter into an interlocal agreement with the Texas Interlocal Purchasing System/Texas Arkansas Purchasing System.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Texas Interlocal Purchasing System/Texas Arkansas Purchasing System (TIPS/TAPS) is a nationally known and respected purchasing cooperative that provides best value pricing to its members. With over 1,600 members and over 750 awarded vendors, TIPS/TAPS has memberships eligible in 45 states. Membership in TIPS/TAPS is open to public or private school districts; colleges and universities; city and county offices; local, state and federal agencies and/or any other "not for profit" organization. The purpose of the TIPS/TAPS Program is to provide substantial savings and best value for participating educational entities or public agencies through cooperative purchasing practices. Members benefits include the following:

- Provide school districts and other governmental entities opportunities for greater efficiency and economy in acquiring goods and services.
- Take advantage of cooperative purchasing procedures that ensure the most competitive contracts.
- Equalize purchasing power for smaller entities that are not able to command the best contracts for themselves.
- To get competitive prices on single and bulk purchasing that yields economic benefits unobtainable by an individual entity.
- To access quick and efficient delivery of goods and services by utilizing "high performance" awarded vendors.

TIPS/TAPS competitively bids all awarded contracts by:

- Posting Request For Proposal (RFP) on website and in newspapers.
- Receiving sealed proposals from vendors.
- Reviewing and Scoring vendor proposals for Price; Service; Quality; Delivery; Term; Minority Business Enterprise (MBE) etc.
- Awarding vendor contracts to multiple vendors.

By becoming a member of TIPS/TAPS staff will have access to multiple, pre-qualified vendors. TIPS/TAPS has already competitively bid the contract which saves time and money in addressing facility issues and repairs which can be time sensitive and present safety hazards.

All TIPS/TAPS fees are absorbed by the vendor.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an interlocal agreement with Texas Interlocal Purchasing System/Texas Arkansas Purchasing System.

FISCAL IMPACT:	ATTACHMENTS:
No Fiscal Impact	**Resolution** **Interlocal Agreement**

COMMUNIQUE

AGENDA

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH TEXAS INTERLOCAL PURCHASING SYSTEM/TEXAS ARKANSAS PURCHASING SYSTEM.

WHEREAS, the City Council of Bedford, Texas recognizes the advantages of cooperative purchasing agreements which provide greater efficiencies and economies in acquiring goods and services; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance to access quick and efficient delivery of goods and services by utilizing "high performance" awarded vendors; and,

WHEREAS, the City of Bedford staff recommends that the City Council authorize the Texas Interlocal Purchasing System/Texas Arkansas Purchasing System.

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

SECTION 1. **That the City Council approves the Texas Interlocal Purchasing System/Texas Arkansas Purchasing System.**

SECTION 2. **That this resolution shall take effect from and after the date of passage.**

PASSED AND APPROVED this 11th day of December 2012, 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

COMMUNIQUE AGENDA

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC AGENCY
(School, College, University, State, City or County Office)

_____ _____ - _____
TEXAS SCHOOL ENTITY OR PUBLIC AGENCY

Control Number (TIPS will Assign)
Schools enter County-District Number

Region VIII Education Service Center
Mt. Pleasant, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for such services is granted under Texas Government Code §§ 791.001 *et seq* as amended. Cooperative Purchasing Services are extended to all Texas State, City and County Government Agencies.

This Interlocal Agreement (hereinafter the "Agreement") is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:
Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public agency through a Program known as the The Interlocal Purchasing System (TIPS/TAPS) Program.

The purpose of the TIPS/TAPS Program shall be to obtain substantial savings for participating school entities or public agencies through cooperative purchasing.

Role of the TIPS/TAPS Purchasing Cooperative:
1. Provide for the organizational and administrative structure of the program.
2. Provide staff necessary for efficient operation of the program.
3. Provide marketing of the program to expand membership, number of vendor awarded contracts and commodity categories.
4. Initiate and implement activities required for competitive bidding and vendor award process including posting, advertising, collecting proposals, scoring proposals, and award of contracts.
5. Provide members with procedures for ordering, delivery, and billing.
6. Maintain filing system for all bidding procedure requirements.

INTERLOCAL AGREEMENT, continued

Role of the Public Agency:

1. Commitment to participate in the program by an authorized signature on membership forms.
2. Designation of Primary Contact and Technology Contact for agency.
3. Commitment to purchase products and services from TIPS/TAPS Vendors when in the best interest of the agency.
4. Prepare purchase orders issued to TIPS/TAPS Awarded Vendor and FAX to TIPS/TAPS.
5. Accept shipments of products ordered from Awarded Vendors in accordance with standard purchasing procedures.
6. Pay Awarded Vendors in a timely manner for all goods and services received.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Titus County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS/TAPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

INTERLOCAL AGREEMENT, continued

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Agency

By: _____
Authorized Signature

Title: _____

_____
Date

Region VIII Education Service Center

By: _____
Authorized Signature

Title: Executive Director Region VIII ESC

_____
Date

Public Agency Contact Information

_____
Primary Purchasing Person Name

_____
Street Address

_____
City, State Zip

_____
Telephone Number

_____
Fax Number

_____
Primary Person Email Address

_____
Technology Person Name

_____
Technology Person Email Address

Please send two signed original Interlocal Agreements and one copy of Board Resolution (if required) to TIPS/TAPS, Attn: Kim Thompson, C/O Region VIII Education Service Center, PO Box 1894, Mt. Pleasant, Texas 75456-1894. Upon execution, a signed original will be returned to the Purchasing Contact listed above.

AGENDA

Council Agenda Background

PRESENTER: Chuck Carlisle, Risk & Contractual Services Manager

DATE: 12/11/12

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

ITEM:

Consider a resolution authorizing the City Manger to enter into a contract with Harrison, Walker and Harper (HWH) to replace aging roof, siding and seal windows at the Boys Ranch Activity Center for $216,874.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The roof at the Boys Ranch Activity Center was installed in 1983 and is in need of replacement to protect the infrastructure and the gym floor. The current siding has no flashing around the windows and has allowed water to infiltrate into the walls causing damage to the vapor barrier as well as the siding. There is also no insulation behind the siding which results in a less energy efficient facility.

If approved, as a member of the Texas Interlocal Purchasing System/Texas Arkansas Purchasing System, the City of Bedford will be able to take advantage their competitive bid system for the replacement of the roof, siding and window flashing. Original estimates for this project were as follows:

- Installation of 12,000 sq. ft of approved underlayment and standing sealed seam metal roof over gymnasium for $102,000 with a 20 year warranty.
- Replacement of all corrugated metal panels, installation of moisture barrier/sheathing, install R-panels on exterior of facility and seal/trim perimeter windows above gymnasium for $130,000 with a 10 year warranty.

Harrison, Walker and Harper (HWH) is a pre-qualified vendor with TIPS/TAPS. If approved, the City will take advantage of a competitive bids previously submitted by vendors for similar work performed.

The original estimate for this project was $232,000. By utilizing the TIPS/TAPS program the City will realize a savings of $15,126. In addition, it allows the City to use a vendor with a proven track record.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manger to enter into a contract with Harrison, Walker and Harper to replace aging roof, siding and seal windows at the Boys Ranch Activity Center for $216,874.

FISCAL IMPACT:

Original Fiscal Impact $232,000
Actual Fiscal Impact $216,874 from the 2011 Certificates of Obligation

ATTACHMENTS:

Resolution
Scope of Work

COMMUNIQUE AGENDA

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANGER TO ENTER INTO A CONTRACT WITH HARRISON, WALKER AND HARPER TO REPLACE AGING ROOF, SIDING AND SEAL WINDOWS AT THE BOYS RANCH ACTIVITY CENTER FOR $216,874.

WHEREAS, the City Council of Bedford, Texas determines the necessity for the replacement of the roof and siding at the Boys Ranch Activity Center; and,

WHEREAS, the replacement of the roof and siding will provide for a safer and more energy efficient building; and;

WHEREAS, the City of Bedford included this project as a part of the 2011 Certificate of Obligation issuance.

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 City Manager to enter into a contract with Harrison, Walker and Harper to replace aging roof, siding and seal windows at the Boys Ranch Activity Center for $216,874.**

SECTION 2. **That this resolution shall take effect from and after the date of passage.**

PASSED AND APPROVED the 11th day of December 2012, 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

COMMUNIQUE AGENDA

WE BUILD
contractors · engineers

October 02, 2012

Mr. Charles Carlisle
Risk / Contractual Services Manager
Boys Ranch
2801 Forest Ridge Drive
Bedford, TX 76021

Re: Boys Ranch – Bedford, Texas
Metal Wall and Roof Replacement (Revised)

Dear Charles,

Thank you for the opportunity to submit budget pricing for the replacement of the metal wall panels and the roofing panels at the Boys Ranch Activity Center. The scope is outlined below.

Scope of Work:

- Mechanical contractor and electrical contractor are to remove all ductwork and conduit from the walls before we begin panel replacement.
- Remove existing metal roof shingles down to the existing lathing material.
- Install 2" raw insulation over the existing laths.
- Install new 16" wide 24 gauge pre-finished "Dark Bronze" standing seam roof panels over the new insulation.
- Remove existing wall panels and insulation.
- Install new 4" vinyl back insulation over the wall girts.
- Install new 24 gauge pre-finished R-panels at walls.
- Installation will include all related trim (rake trim, ridge, eave trim, gutters, downspouts, jamb trim, corner trim, and base trim and necessary closures) of same material as roof panels.
- All work will be done per manufactures specifications and details.
- Provide Manufacturers 20 year Standard II weathertightness warranty for the standing seam roof and 5 year installers warranty for the wall panels.
- Install FRP on the inside where the doors are removed.
- Remove and reinstall electrical light fixtures and conduits as necessary to install the panels.
- Repaint the conduits to match the new panels.
- New light gauge purlins where the gable end doors are removed.

Total: $216,874

WE BUILD
contractors · engineers

October 02, 2012

Mr. Charles Carlisle
Re: Boys Ranch – Bedford, Texas
Metal Wall and Roof Replacement (Revised)

Clarifications:

- Project is budgeted to be run through TIPS.
- Total amount of Metal Wall Panels 8,600sf.
- Total amount of Standing Metal Seam Roof 12,100sf.

Exclusions:

- Sales Tax
- Bonds, if required add 2.5%
- Building Permit
- Subdeck at the roof
- New Light Fixtures or Ductwork
- Asbestos Removal
- Additional batt insulation above existing acoustical ceiling.

Should you have any questions or require additional information, please call.

Best regards,

Jim Hunt
Harrison, Walker & Harper

AGENDA

Council Agenda Background

PRESENTER: John F. Kubala, P.E., Public Works Director
Bill Shelton, Public Works Superintendent

DATE: 12/11/12

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

ITEM:

Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement with Tarrant County for the purchase of liquid asphalt.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Public Works Department staff has worked with the staff of Gary Fickes, Tarrant County Commissioner, Precinct Three to develop an Interlocal Agreement for the purchase of liquid asphalt used by the Street Division in street repairs. Tarrant County has a contract with Heartland Asphalt to supply liquid asphalt at approximately $1.25 per gallon.

Prior to last year's Interlocal Agreement with Tarrant County for the purchase of liquid asphalt, the City of Bedford paid approximately $7.00 per gallon because it is purchased in such small quantities. The price for liquid asphalt fluctuates throughout the year, depending upon the price of oil. The liquid asphalt will be purchased as needed. Public Works estimates using approximately 1,500 gallons next year. Utilizing this agreement will save approximately $8,625. Funding for the purchases will come from the Street Division operating budget.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an Interlocal Agreement with Tarrant County for the purchase of liquid asphalt.

FISCAL IMPACT:

Estimated $1,875 from the Street Division operating budget.

ATTACHMENTS:

Resolution
Interlocal Agreement

COMMUNIQUE

AGENDA

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH TARRANT COUNTY FOR THE PURCHASE OF LIQUID ASPHALT.

WHEREAS, the City Council of Bedford, Texas determines the necessity for providing these supplies; and,

WHEREAS, the City of Bedford has determined that utilizing an Interlocal Agreement with Tarrant County is beneficial to the City.

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

SECTION 1. **That the City Council authorizes the City Manager to enter into an Interlocal Agreement with Tarrant County for the purchase of liquid asphalt.**

SECTION 2. **Funding in the estimated amount of $1,875 will come from the Street Division operating budget.**

PASSED AND APPROVED the 11th day of December 2012, 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

COMMUNIQUE

AGENDA

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

BACKGROUND

This Interlocal Agreement is between County of Tarrant ("COUNTY"), and the City of Bedford ("CITY");

Sections 791.001 – 791.029 of the Texas Government Code provide legal authority for this Agreement;

During the performance of the governmental functions and the payment for the performance of those governmental functions the parties will make the performance and payment from current revenues legally available to that party; and

The Commissioners Court of the COUNTY and the City Council of the CITY each find:

a. This Agreement serves the common interest of both parties;
b. This Agreement will benefit the public;
c. The division of costs fairly compensates both parties to this Agreement; and
d. The CITY and COUNTY have authorized their representative to sign this Agreement.

The Parties therefore agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

COUNTY agrees to allow the CITY to purchase liquid asphalt from the Tarrant County Precinct Three Maintenance Department at the COUNTY's contract price. The COUNTY will invoice the CITY for the liquid asphalt supplied.

2. CITY RESPONSIBILITY

2.1 CITY will pick up the liquid asphalt at the Tarrant County Precinct Three Maintenance Facility.
2.2 CITY agrees to accept the liquid asphalt as delivered.
2.3 CITY will pay the COUNTY as invoiced.

3. NO WAIVER OF IMMUNITY

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

4. TIME PERIOD FOR COMPLETION

CITY will request the liquid asphalt on an “as needed basis” and the COUNTY will make the asphalt available at an agreed upon time. However, COUNTY is under no duty to deliver liquid asphalt.

5. THIRD PARTY

The parties do not enter into this contract to protect any specific third party. The intent of this contract excludes the idea of a suit by a third party beneficiary. The parties to thie Agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

6. JOINT VENTURE & AGENCY

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

7. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose singing makes the Agreement full executed.

CITY OF BEDFORD

_____
Beverly Queen Griffith, City Manager

Date: _____

COUNTY OF TARRANT

_____
B. Glen Whitley, County Judge

Date: _____

_____
Gary Fickes, Commissioner Pct 3

Date: _____

COMMUNIQUE

Attest:

_____

APPROVED AS TO FORM

_____
CITY ATTORNEY

AGENDA

Attest:

_____

APPROVED AS TO FORM

_____
ASSISTANT DISTRICT ATTORNEY
Parties other than the County and its Commissioners Court may not rely on this approval. Such parties should seek counsel of their own choice to review this contract.

AGENDA

Council Agenda Background

PRESENTER: John F. Kubala, P.E., Public Works Director
Bill Shelton, Public Works Superintendent

DATE: 12/11/12

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Quality Construction for Sanitary Sewer Line Replacement Creek Crossings at various locations in the amount of $23,438.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Public Works Department Wastewater Division identified where the sanitary sewer system creek crossing in the Rustic Woods Addition was in need of replacement. The low bidder was Quality Construction in the amount of $23,438. The Opinion of Probable Cost furnished by the design consultant for the work was $30,000. Funding was provided in the 2011 Wastewater Certificates of Obligation.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Quality Construction for Sanitary Sewer Line Replacement Creek Crossings at various locations in the amount of $23,438.

FISCAL IMPACT:

$23,438 from the 2011 Wastewater Certificates of Obligation

ATTACHMENTS:

Resolution
Bid Tabulation

COMMUNIQUE

AGENDA

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH QUALITY CONSTRUCTION FOR SANITARY SEWER LINE REPLACEMENT CREEK CROSSINGS AT VARIOUS LOCATIONS IN THE AMOUNT OF $23,438.

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

WHEREAS, the City Council of Bedford, Texas determines these improvements will further protect the environment.

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 City Manager to enter into a contract with Quality Construction for Sanitary Sewer Line Replacement Creek Crossings at Various Locations in the amount of $23,438.**

SECTION 2. **That the funding for Sanitary Sewer Line Replacement Creek Crossings at various locations shall come from the 2011 Wastewater Certificates of Obligation.**

PASSED AND APPROVED this 11th day of December 2012, 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

COMMUNIQUE **AGENDA**

CITY OF BEDFORD

SANITARY SEWER COLLECTION SEWER LINE REPLACEMENT

CREEK CROSSINGS AT VARIOUS LOCATIONS

BID NO. SE 11-03

ELLIOTT & HUGHES, INC. NOVEMBER, 2012

CONSULTING ENGINEERS

EULESS, TEXAS

				QUALITY CONSTRUCTION*		SABER DEVELOPMENT		UTILITEX CONSTRUCT	
ITEM	**DESCRIPTION**			**UNIT**		**UNIT**		**UNIT**	
NO.	**BASE BID~RUSTIC WOODS ADDITION**	**UNIT**	**QTY**	**PRICE**	**TOTAL**	**PRICE**	**TOTAL**	**PRICE**	**TOTAL**
1	REMOVE AND DISPOSE OF 8" PVC SEWER PIPE	LF	36	$59.00	$2,124.00	$400.00	$14,400.00	$75.00	$2,700.00
2	INSTALL 8-INCH DUCTILE IRON, CLASS 350 IN AERIAL CROSSING AND CLASS 3 EMBEDMENT	L.F	36	$210.00	$7,560.00	$500.00	$18,000.00	$600.00	$21,600.00
3	INSTALL TIE-IN OF 8" D.I. TO 8" PVC W/FLEXIBLE RUBBER COUPLING/WITH STAINLESS STEEL BANDS AN CONCRETE ENCASEMENT	EACH	4	$608.00	$2,432.00	$2,000.00	$8,000.00	$1,575.00	$6,300.00
4	FURNISH, MAINTAIN AND OPERATE BY-PASS PUMPING	LS	1	$2,056.00	$2,056.00	$5,000.00	$5,000.00	$3,000.00	$3,000.00
5	INSTALL STONE RIP-RAP W/FILTER FABRIC AND DISPOSAL OF EXCESS MATERIAL	CY	30	$136.00	$4,080.00	$200.00	$6,000.00	$200.00	$6,000.00
6	FOR HYDROMULCH SEEDING W/NECESSARY WATERING	SF	900	$2.00	$1,800.00	$4.00	$3,600.00	$2.00	$1,800.00
7*	FURNISH & INSTALL EXTRA GRAVEL EMBEDMENT	CY	4	$35.00	$140.00	$35.00	$140.00	$35.00	$140.00
8*	FURNISH & INSTALL CLASS 3 CONCRETE EMBEDMENT	CY	3	$165.00	$495.00	$165.00	$495.00	$165.00	$495.00
9*	ALLOWANCE FOR UTILITY RELOCATION/REPAIR	LS	1	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00
10	FURNISH AND INSTALL TRENCH/ EXCAVATION SAFETY SYSTEM	LS	1	$1,251.00	$1,251.00	$1,000.00	$1,000.00	$3,495.00	$3,495.00
	TOTAL AMOUNT BID				**$23,438.00**		**$58,135.00**		**$47,030.00**
	***PRE-BID ITEM**								
	****LOW BIDDER**								

Council Agenda Background

AGENDA

PRESENTER: Wendy Hartnett, Special Events Manager **DATE:** 12/11/12

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 two years to hold church services. The Church uses the auditorium and the galleries of the facility on Sundays from 8:30 a.m. - 1:30 p.m. 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. The only change to the agreement is the new hours will be from 9:00 a.m. – 2:00 p.m. 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 four-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 lease agreement for one year 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

COMMUNIQUE

AGENDA

RESOLUTION NO. 12-

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 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 2. **That this resolution shall take effect from and after the date of passage.**

PASSED AND APPROVED this 11th day of December 2012, 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 11th day of December in the year 2012.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** thereinafter 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, 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 out lined 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 then 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. Rachel Sandifer, Executive Director Date

Council Agenda Background

AGENDA

PRESENTER: William Syblon, Development Director **DATE:** 12/11/12

Council Mission Area: Foster economic growth.

ITEM:

Consider a resolution approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with Spring Creek Restaurants.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City of Bedford has established an Economic Development Incentive Policy and Program which states that on a case-by-case basis, the City can offer economic incentive packages authorized by Chapter 380 of the Texas Local Government Code. One of the primary incentive tools authorized by Chapter 380 is the sales tax rebate program.

Spring Creek Restaurants ("Spring Creek") has intentions to purchase or lease a parcel of land located at 1400 Airport Freeway and construct a new Mexican Inn Café on the site. This site is the location of the former Mexican Inn Café that was demolished as a result of the highway expansion. In order to redevelop this site, Spring Creek is requesting that the City of Bedford assist them through rebates of sales tax revenue, property tax revenue and permit fees.

In return for the assistance, Spring Creek is agreeing to ensure specific performance criteria and goals for the new restaurant that will prove to be economically beneficial to the City of Bedford. The particular performance goals are as follows:

Spring Creek will ensure the following:

- Investment of at least $1,000,000.00 to construct a new Mexican Inn Café restaurant
- Make a reasonable effort to maintain at least 50 jobs at Mexican Inn
- Mexican Inn must meet annual sales targets for the following years (excluding alcohol):
  - 2014 - $1,250,000
  - 2015 - $1,250,000
  - 2016 - $1,250,000
  - 2017 - $1,250,000
  - 2018 - $1,250,000
  - 2019 - $1,250,000

Where applicable, these performance goals will be measured on an annual basis. If these goals are not met for any given year during the agreement, Spring Creek will not be eligible to receive the rebate for that year.

In return for this new development, the City of Bedford will provide the following:

- On an annual basis, grant the equivalent of 50% of the sales tax revenue collected by the City on sales from a Mexican Inn Café restaurant for a period of six years.
- On an annual basis, grant the equivalent of 100% of the personal and real property collected by the City for a period of 6 years.

- **Grant the equivalent of permit fees collected by the City to construct a new Mexican Inn Café.**

Staff has not received Spring Creek Restaurant's comments on the attached draft agreement. Once staff receives Spring Creek's comments, an updated agreement will be provided to Council.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with Spring Creek Restaurants.

FISCAL IMPACT:

The exact fiscal impact of this agreement is yet to be determined; however, it is estimated that should Spring Creek Restaurants Inc. meet their annual performance goals, a minimum average annual grant of approximately $20,400 is realistic. Year one of the program will be approximately $20,000 higher to reflect the rebate of permit fees. If the minimum annual sales targets are not met, no rebates are required.

ATTACHMENTS:

Resolution
Economic Development Program Agreement

COMMUNIQUE

AGENDA

RESOLUTION NO. 12-

A RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT, PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE AND THE CITY'S ECONOMIC DEVELOPMENT INCENTIVE POLICY AND PROGRAM, WITH SPRING CREEK RESTAURANTS (SPRING CREEK).

WHEREAS, the City of Bedford, Texas, pursuant to Chapter 380 of the Texas Local Government Code, as amended, is authorized to participate in economic development incentive agreements that include sales tax rebate agreements; and,

WHEREAS, the City Council of Bedford, Texas desires to promote economic development within the City; and,

WHEREAS, the City Council of Bedford, Texas adopted an Economic Development Incentive Policy and Program on October 9, 2010 (the "380 Program") in accordance with Chapter 380 of the Texas Local Government Code; and,

WHEREAS, Spring Creek Restaurants intends to make required improvements on a parcel of land located at 1400 Airport Freeway, Bedford, Texas per the terms and conditions of an Economic Development Program Agreement, same being attached hereto and incorporated herein as Exhibit "A" to this resolution (the "Agreement"); and,

WHEREAS, the Agreement complies with the 380 Program.

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

SECTION 1. **That the findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.**

SECTION 2. **That the City Council hereby approves the Agreement and the City Manager is hereby authorized to execute same on behalf of the City.**

PASSED AND APPROVED this 11th day of December 2012, by a vote of __ ayes, __ nays and __ abstentions, at a special 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

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This **ECONOMIC DEVELOPMENT PROGRAM AGREEMENT** (**"Agreement"**) is entered into by and between the **CITY OF BEDFORD, TEXAS** (the **"City"**), a home rule municipal corporation organized under the laws of the State of Texas, and Spring Creek Restaurants, Inc. (**"Spring Creek"**). The City and Spring Creek are collectively referred to as (the "**Parties**").

RECITALS

The City and Spring Creek hereby agree that the following statements are true and correct and constitute the basis upon which the City and Spring Creek have entered into this Agreement:

A. Spring Creek will construct, at a minimum, a 5,000 square foot building located at 1400 Airport Freeway, Bedford, Texas and further described as Cimarron Plaza Addition Block 1, Lot 5A, City of Bedford, Tarrant County, Texas (the **"Land"**). Spring Creek intends to construct and continuously operate Mexican Inn Cafe brand restaurant on the Land (the **"Required Improvements"**). The Required Improvements will provide a valuable catalyst for retail development in the City and continued sales tax revenues to the City.

B. In order to maximize the economic benefits that the Required Improvements can bring to the City, the City and Spring Creek desire to enter into this Agreement.

C. In accordance with Resolution No. 10-124, adopted by the City Council on October 19, 2010, attached hereto as Exhibit "A" and hereby made a part of this Agreement for all purposes, the City has established an economic development incentive policy and program pursuant to which the City will, on a case-by-case basis, offer economic incentive packages authorized by Chapter 380 of the Texas Local Government Code, Article III, Section 52-a of the Texas Constitution, and other applicable laws, that include monetary loans and grants of public money, as well as the provision of personnel and services of the City, to businesses and entities that the City Council determines will promote state or local economic development and stimulate business and commercial activity in the City, in return for verifiable commitments from such businesses or entities to cause specific infrastructure, employment and other public benefits to be made or invested in the City (the **"380 Program"**).

D. The City Council has determined that by entering into this Agreement, the potential economic benefits that will accrue to the City under the terms and conditions of this Agreement are consistent with the City's economic development objectives and the

380 Program and that construction and continuous operation of the Required Improvements will further the goals for positive growth in the City. In addition, the City Council has determined that the 380 Program is an appropriate means to achieve the construction and operation of the Required Improvements, which the City Council has determined are necessary and desirable, and that the potential economic benefits that will accrue to the City pursuant the terms and conditions of this Agreement are consistent with the City's economic development objectives as outlined in the 380 Program. This Agreement is authorized by Chapter 380 of the Texas Local Government Code and the 380 Program.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS.

The City Council has found, at a duly-called and legally-noticed public meeting through the adoption of City Resolution No.12-XX, attached hereto as Exhibit "B" and hereby made a part of this Agreement for all purposes, and the City and Spring Creek hereby agree, that the recitals set forth above are incorporated herein, are true and correct, and form the basis upon which the Parties have entered into this Agreement.

2. DEFINITIONS.

In addition to terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

380 Program has the meaning ascribed to it in Recital C.

Affiliate means all entities, incorporated or otherwise, under common control with, controlled by or controlling Spring Creek. For purposes of this definition, "control" means fifty percent (50%) or more of the ownership determined by either value or vote.

Certificate of Completion has the meaning ascribed to it in Section 5.1.

Completion Date means the date as of which certificates of occupancy, whether final or temporary, have been issued by the City for the Required Improvements.

Completion Deadline means July 1, 2013.

Construction Costs means Hard Construction Costs (as defined below) and the following costs directly expended by Spring Creek, or on behalf of Spring Creek, for the Required Improvements: engineering fees, surveying fees, geotechnical fees, materials testing fees, and architectural and design fees.

Director means the director of the City's Economic and Community Development Department.

Effective Date has the meaning ascribed to it in Section 3.

Employment Goal has the meaning ascribed to it in Section 4.1.2.

First Operating Year means the first full calendar year following the year in which the Completion Date has occurred.

Hard Construction Costs means actual site development, remodeling, and construction costs, contractor fees and the costs of supplies and materials expended on the Required Improvements on the Land; provided, however, acquisition or lease costs for the Land or any improvements are excluded.

Job means a full time, part time, or seasonal job provided to an individual.

Land has the meaning ascribed to it in Recital A.

Program Grants means the annual economic development grants paid by the City to Spring Creek in accordance with this Agreement and as part of the 380 Program, not to exceed a total of one hundred fifty thousand dollars ($150,000.00).

Program Source Funds means an amount of City funds available for inclusion in a Program Grant that is payable in a given Program Year, which shall be equal to Fifty percent (50%) of the Sales Tax Revenues which were received by the City attributed to or derived from food sales, and other sales, excluding alcoholic beverage sales, from an Mexican Inn Cafe brand restaurant, Required Improvements, and any improvements located thereon during the Twelve-Month Period ending in the same Program Year in which the Program Grant for that Program Year is payable.

Program Year means a calendar year in which the City is obligated, pursuant to this Agreement, to pay Spring Creek a Program Grant.

Records has the meaning ascribed to it in Section 4.3.

Required Improvements has the meaning ascribed to it in Recital A.

Revenue means all sales of food (including gift and merchandise certificates and alcoholic beverage sales), services and other receipts whatsoever of all business conducted in, on or from Mexican Inn Cafe, Required Improvements, and any improvements located thereon, whether cash or credit, including mail, telephone, telefax, telegraph, internet or catalogue orders received or filled at or from Mexican Inn Cafe, Required Improvements, and any improvements located thereon, deposits not refunded to purchasers, orders taken (although such orders may be filled elsewhere), sales to

employees, and sales through vending machines or other devices. Sales will not include (i) any sums collected and paid for any sales or excise tax imposed by any duly constituted governmental authority, (ii) the exchange of merchandise purchased on and returned to Mexican Inn Cafe, (iii) the amount of returns to shippers and manufacturers or (iv) the sale of any of Mexican Inn Cafe fixtures.

Sales means all sales of food (including gift and merchandise certificates, but, specifically excluding alcoholic beverage sales), services and other receipts whatsoever of all business conducted in, on or from Mexican Inn Cafe, Required Improvements, and any improvements located thereon, whether cash or credit, including mail, telephone, telefax, telegraph, internet or catalogue orders received or filled at or from Mexican Inn Cafe, Required Improvements, and any improvements located thereon, deposits not refunded to purchasers, orders taken (although such orders may be filled elsewhere), sales to employees, and sales through vending machines or other devices. Sales will not include (i) any sums collected and paid for any sales or excise tax imposed by any duly constituted governmental authority, (ii) the exchange of merchandise purchased on and returned to Mexican Inn Cafe, (iii) the amount of returns to shippers and manufacturers or (iv) the sale of any of Mexican Inn Cafe fixtures.

Sales Tax Revenues means a two percent (2%) available sales tax, such as that presently in effect pursuant to Texas Tax Code §§ 321.101(a) and 321.103, as may be amended, resulting from sales taxes received by the City and collected by Mexican Inn Cafe on Sales transacted on the, Required Improvements, and any improvements located thereon, specifically excluding the sale of alcoholic beverages. Notwithstanding anything to the contrary herein, in no event shall Sales Tax Revenues ever exceed a two percent (2%) sales tax imposed by the City, even if the City at any point in the future charges more than a two percent (2%) sales tax. If the City's sales tax rate is ever decreased to the extent that the City receives available sales tax revenues based on less than a two percent (2%) sales tax, then the meaning of Sales Tax Revenues shall automatically be adjusted to equal that lesser percentage. If the City's sales tax rate is ever decreased as provided in the preceding sentence and the City then subsequently adds a sales tax that increases such lower percentage and whose use is not controlled or regulated, in whole or in part, by another governmental entity or authority, then Sales Tax Revenues shall be computed to reflect that increased percentage up to a maximum aggregate of two percent (2%).

Term has the meaning ascribed to it in Section 3.

Twelve-Month Period means the period between February 1 of a given year and January 31 of the following year.

3. TERM.

This Agreement shall be effective as of the date of execution by the Parties (the **"Effective Date"**) and, unless terminated earlier in accordance with this Agreement, shall

expire on the date as of which the City has paid all Program Grants required following the Year Six Annual Sales Target (as defined in Section 4.4 below) (the **"Term"**).

4. SPRING CREEK OBLIGATIONS, GOALS AND COMMITMENTS.

4.1. Private Property Improvements and Operations.

4.1. Amount; Completion Deadline.

In accordance with the terms and conditions of this Agreement, by the Completion Date Spring Creek shall have spent, or caused to be spent at least One Million Dollars ($1,000,000.00) in Construction Costs for the Required Improvements to construct a Mexican Inn Cafe brand restaurant (the **"Construction Goal")**. The Completion Date for the Required Improvements must occur on or before the Completion Deadline.

4.1.2. Employment Goal.

From and at all times after the Completion Date through the end of the Term, Spring Creek will ensure reasonable efforts are made to provide at least fifty (50) Jobs at Mexican Inn Cafe (the **"Employment Goal"**).

4.1.3. Continuous Operation of an Mexican Inn Cafe Brand Restaurant on the Land.

At all times during the term of this Agreement, Spring Creek shall ensure a Mexican Inn Cafe brand restaurant continuously operates on the land.

4.2. Reports and Filings.

4.2.1. Construction Spending Report.

Within sixty (60) calendar days following the Completion Date, in order for the City to assess whether Spring Creek satisfied the requirements of Section 4.1 and the extent to which Spring Creek met the Construction Goal, Spring Creek will provide the Director with a report in a form reasonably acceptable to the City that specifically outlines the total Construction Costs and Hard Construction Costs expended by and on behalf of Spring Creek for the Required Improvements, and other non-proprietary documents reasonably necessary to demonstrate that such amounts were actually paid (the **"Construction Spending Report"**).

4.3. Audits.

The City will have the right throughout the Term to audit the financial and business records of Spring Creek that relate to the Required Improvements and the operation and revenues of a Mexican Inn Cafe brand restaurant on the Land, and any other documents reasonably necessary to evaluate Spring Creek compliance with this Agreement or with the goals set forth in this Agreement, including, but not limited to construction documents and invoices (collectively **"Records"**). Spring Creek shall make all Records available to the City on the Land or at another location in the City acceptable to both parties following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

4.4 Annual Sales Targets.

4.4.1. Year One Annual Sales Target.

From the Completion Deadline through June 30, 2014, in order to receive an annual Program Grant from the City, Spring Creek must have ensured Sales from a Mexican Inn Cafe restaurant on the Land equal to or in excess of One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) ("Year One Annual Sales Target").

4.4.2. Year Two Annual Sales Target.

From July 1, 2014, through June 30, 2015, in order to receive an annual Program Grant from the City, Spring Creek must have ensured Sales from a Mexican Inn Cafe restaurant on the Land equal to or in excess of One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) ("Year Two Annual Sales Target").

4.4.3. Year Three Annual Sales Target.

From July 1, 2015, through June 30, 2016, in order to receive an annual Program Grant from the City, Spring Creek must have ensured Sales from a Mexican Inn Cafe restaurant on the Land equal to or in excess of One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) ("Year Three Annual Sales Target").

4.4.4. Year Four Annual Sales Target.

From July 1, 2016, through June 30, 2017, in order to receive an annual Program Grant from the City, Spring Creek must have ensured Sales from a Mexican Inn Cafe restaurant on the Land equal to or in excess of One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) ("Year Four Annual Sales Target").

4.4.5. Year Five Annual Sales Target.

From July 1, 2017, through June 30, 2018, in order to receive an annual Program Grant from the City, Spring Creek must have ensured Sales from a Mexican Inn Cafe restaurant on the Land equal to or in excess of One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) ("Year Five Annual Sales Target").

4.4.6. Year Six Annual Sales Target.

From July 1, 2018, through June 30, 2019, in order to receive an annual Program Grant from the City, Spring Creek must have ensured Sales from a Mexican Inn Cafe restaurant on the Land equal to or in excess of One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) ("Year Six Annual Sales Target").

4.5 Alcohol Sales.

At no time during the Term of this Agreement, or Renewal, shall the annual sales of alcoholic beverages from Mexican Inn Cafe exceed fifty-five percent (55%) of the Revenue from Mexican Inn Cafe, Required Improvements, and any improvements located thereon.

5. CITY OBLIGATIONS.

5.1. Issuance of Certificate of Completion for Development.

Within sixty (60) calendar days following receipt and approval by the City of the Construction Spending Report for the Required Improvements, as required by Section 4.2.1, and assessment and approval by the City of the information contained therein that at least One Million Dollars ($1,000,000.00) was expended in Construction Costs for the Required Improvements by the Completion Date, the Director will issue Spring Creek a certificate stating the amount of Construction Costs and Hard Construction Costs expended on the Required Improvements (the **"Certificate of Completion"**).

5.2. Program Grants.

5.2.1. Amount.

Subject to the terms and conditions of this Agreement, provided that (i) at least One Million Dollars ($1,000,000.00) in Construction Costs were expended for the Required Improvements by the Completion Date, (ii) the Completion Date occurred on or before the Completion Deadline, (iii) a Mexican Inn Cafe brand restaurant continually operates on the Land for the term of the Agreement, and (iv) the Annual Sales Target for a given year is met, Spring Creek will be entitled to receive from the City an

annual Program Grant of fifty percent (50%) of the Sales Tax Revenues received by the City attributed to or derived from the Mexican Inn Cafe brand restaurant, Required Improvements, and any improvements located thereon in the Twelve-Month Period ending in the year in which a Program Grant is due,an amount equivalent one hundred percent of the Real and Personal Property Tax revenues received by the City attributed to or derived from the Land, Required Improvements, and any improvements located theron in the Twelve-Month period ending in the year in which the Program Grant is due.

5.2.2. Grant of City Fees

The City agrees to provide a grant to Spring Creek equivalent to the following building or permitting fees paid to the City by Spring Creek that are attributable to the Required Improvements located on the Land in an amount not to exceed $20,000. Building permit, mechanical permit, electrical, plumbing, irrigation, underground utilities, sidewalk permits, signage permits.

5.2.3. Deadline for Payments and Source of Funds.

The first Program Grant payable hereunder (in other words, the Program Grant payable for Program Year 1) shall be paid by the City to Spring Creek on or before June 1 after the First Program Year if requested by Spring Creek in writing following the Completion Date, and the City, taking into consideration its current fiscal year budget and following fiscal year budget planning, provides Spring Creek with written consent to such request. Each subsequent annual Program Grant payment will be made by the City to Spring Creek on or before June 1 of the Program Year in which such payment is due. It is understood and agreed that all Program Grants paid pursuant to this Agreement shall come from currently available general revenues of the City and not directly from Sales Tax Revenues. Spring Creek understands and agrees that any revenues of the City other than those dedicated for payment of a given annual Program Grant pursuant to this Agreement may be used by the City for any lawful purpose that the City deems necessary in the carrying out of its business as a home rule municipality and will not serve as the basis for calculating the amount of any future Program Grant or other obligation to Spring Creek.

5.2.4. Grant of City Fees

In no event shall the Program Grant exceed one hundred fifty thousand dollars ($150,000.00)

6. DEFAULT, TERMINATION AND FAILURE BY SPRING CREEK TO MEET VARIOUS DEADLINES AND COMMITMENTS.

6.1. Failure to Complete Required Improvements.

If Spring Creek fails to spend or cause to be spent, by the Completion Date, at least One Million Dollars ($1,000,000.00) in Construction Costs for the Required Improvements, or if the Completion Date does not occur by the Completion Deadline, the City shall have the right to terminate this Agreement by providing written notice to Spring Creek without further obligation to Spring Creek hereunder.

6.2. Continuous Operation.

Following the Completion Date, if a Mexican Inn Cafe restaurant fails to continuously operate on the Land, the City shall have the right to terminate this Agreement by providing written notice to Spring Creek without further obligation to Spring Creek hereunder.

6.3. Failure to Pay City Taxes.

An event of default shall occur under this Agreement if any legally-imposed City taxes owed on the Land by Spring Creek or an Affiliate or arising on account of Spring Creek or an Affiliate's operations on the Land become delinquent and Spring Creek or the Affiliate does not either pay such taxes or follow the legal procedures for protest and/or contest of any such taxes. In this event, the City shall notify Spring Creek in writing and Spring Creek shall have sixty (60) calendar days to cure such default. If the default has not been fully cured by such time, the City shall have the right to terminate this Agreement immediately by providing written notice to Spring Creek and shall have all other rights and remedies that may be available to it under the law or in equity.

6.4. Violations of City Code, State or Federal Law.

An event of default shall occur under this Agreement if any written citation is issued to Spring Creek or an Affiliate due to the occurrence of a violation of a material provision of the City Code on the Land or on or within any improvements thereon (including, without limitation, any violation of the City's Building or Fire Codes and any other City Code violations; violation of any City regulation related to the environmental condition of the Land or the environmental condition of other Land or waters which is caused directly by Spring Creek operations on the Land; or to matters concerning the public health, safety or welfare) and such citation is not paid or the recipient of such citation does not properly follow the legal procedures for protest and/or contest of any such citation. An event of default shall occur under this Agreement if the City is notified by a governmental agency or unit with appropriate jurisdiction that Spring

Creek or an Affiliate, or any successor in interest thereto, any third party with access to the Land pursuant to the express or implied permission of Spring Creek or an Affiliate, or any successor in interest thereto, or the City (on account of the Required Improvements or the act or omission of any party other than the City on or after the effective date of this Agreement) is in violation of any material state or federal law, rule or regulation on account of the Land, improvements on the Land or any operations thereon (including, without limitation, any violation of any state or federal environmental law or regulation related to the environmental condition of the Land or the environmental condition of other Land or waters which is caused directly by Spring Creek operations on the Land; or to matters concerning the public health, safety or welfare). Upon the occurrence of such default, the City shall notify Spring Creek in writing and Spring Creek shall have (i) thirty (30) calendar days to cure such default or (ii) if Spring Creek has diligently pursued cure of the default but such default is not reasonably curable within thirty (30) calendar days, then such amount of time that the City reasonably agrees is necessary to cure such default. If the default has not been fully cured by such time, the City shall have the right to terminate this Agreement immediately by providing written notice to Spring Creek and shall have all other rights and remedies that may be available to under the law or in equity.

6.5. <u>Knowing Employment of Undocumented Workers</u>.

Spring Creek acknowledges that effective September 1, 2007, the City is required to comply with Chapter 2264 of the Texas Government Code, enacted by House Bill 1196 (80th Texas Legislature), which relates to restrictions on the use of certain public subsidies. Spring Creek hereby ***certifies that Spring Creek, and any branches, divisions, or departments of Spring Creek, does not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code.***

6.6. <u>Failure to Submit Reports</u>.

Without limiting the application of Section 6.7, if Spring Creek fails to submit any report reasonably required by and in accordance with Section 4.2, the City's obligation to pay any Program Grants at the time, if any, shall be suspended until Spring Creek has provided all such report.

6.7. <u>General Breach</u>.

Unless stated elsewhere in this Agreement, Spring Creek shall be in default under this Agreement if Spring Creek breaches any term or

condition of this Agreement. In the event that such breach remains uncured after thirty (30) calendar days following receipt of written notice from the City referencing this Agreement (or, if Spring Creek has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than thirty (30) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure, as determined by both parties mutually and in good faith), the City shall have the right to terminate this Agreement immediately by providing written notice to Spring Creek.

6.8 Spring Creek not Required to Reimburse City.

Notwithstanding anything to the contrary contained in this Agreement, in no event will Spring Creek be required to reimburse the City for funds received from the City under the 380 Program prior to the date of any breach of this Agreement by Spring Creek.

7. NO INDEPENDENT CONTRACTOR OR AGENCY RELATIONSHIP.

It is expressly understood and agreed that Spring Creek shall not operate as an independent contractor or as an agent, representative or employee of the City. Spring Creek shall have the exclusive right to control all details and day-to-day operations relative to the Required Improvements, Land and any improvements thereon and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Spring Creek acknowledges that the doctrine of *respondeat superior* will not apply as between the City and Spring Creek, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. Spring Creek further agrees that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the City and Spring Creek.

8. INDEMNIFICATION.

SPRING CREEK, AT NO COST TO THE CITY, AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO SPRING CREEK BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) SPRING CREEK'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT; OR (ii) ANY ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF SPRING CREEK, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY, OR ITS EMPLOYEES, OFFICERS, AGENTS, ASSOCIATES, CONTRACTORS OR SUBCONTRACTS), OR SUBCONTRACTORS DUE OR RELATED TO OR ARISING FROM THE

REQUIRED IMPROVEMENTS AND ANY OPERATIONS AND ACTIVITIES ON THE LAND OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT.

9. NOTICES.

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

City:

City of Bedford
Attn: City Manager
2000 Forest Ridge Dr.
Bedford, Texas 76021

SPRING CREEK:

Attn:

With Copies to (which shall not constitute notice):

Boyle & Lowry, L.L.P.
Attn: L. Stanton Lowry
4201 Wingren Dr., Suite 108
Irving, Texas 75062

10. ASSIGNMENT AND SUCCESSORS.

Spring Creek may at any time assign, transfer or otherwise convey any of its rights or obligations under this Agreement to an Affiliate without the approval of the City so long as Spring Creek, the Affiliate and the City first execute an agreement under which the Affiliate agrees to assume and be bound by all covenants and obligations of Spring Creek under this Agreement. Spring Creek may also assign its rights and obligations under this agreement to a financial institution or other lender for purposes of granting a security interest in the Required Improvements and/or Land, provided that such financial institution or other lender first executes a written agreement with the City governing the rights and obligations of the City, Spring Creek and the financial institution or other lender with respect to such security interest. Otherwise, Spring Creek may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the City Council, which consent shall not be unreasonably withheld, conditioned on (i) the prior approval of the assignee or successor and a finding by the City Council that the proposed assignee or successor is financially capable of meeting the terms and conditions of this Agreement and (ii) prior execution by the proposed assignee or successor of a written agreement with the City under which the proposed assignee or successor agrees to assume and be bound by all covenants and obligations of Spring Creek under this Agreement. Any attempted assignment without the City Council's prior consent shall constitute a breach and be grounds for termination of this Agreement following receipt of written notice from the City to Spring Creek. Any

lawful assignee or successor in interest of Spring Creek of all rights under this Agreement shall be deemed "Spring Creek" for all purposes under this Agreement.

11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City's Charter, codes, and ordinances, as amended.

12. GOVERNMENTAL POWERS.

It is understood that by execution of this Agreement, the City does not waive or surrender any of it governmental powers or immunities that are outside of the terms, obligations, and conditions of this Agreement.

13. NO WAIVER.

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

14. VENUE AND JURISDICTION.

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas, or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

15. NO THIRD PARTY RIGHTS.

The provisions and conditions of this Agreement are solely for the benefit of the City and Spring Creek, and any lawful assign or successor of Spring Creek, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

16. FORCE MAJEURE.

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, or other circumstances which are reasonably beyond the control or knowledge of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time

period applicable to such requirement shall be extended for a period of time equal to the period such party was delayed. Notwithstanding anything to the contrary herein, it is specifically understood and agreed that Spring Creek's failure to obtain adequate financing to complete the Required Improvements by the Completion Deadline shall not be deemed to be an event of force majeure and that this Section 16 shall not operate to extend the Completion Deadline in such an event.

17. INTERPRETATION.

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

18. SEVERABILITY CLAUSE.

It is hereby declared to be the intention of the Parties that sections, paragraphs, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared unconstitutional or illegal by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Agreement since the same would have been executed by the Parties without the incorporation in this Agreement of any such unconstitutional phrase, clause, sentence, paragraph or section. It is the intent of the Parties to provide the economic incentives contained in this Agreement by all lawful means.

19. CAPTIONS.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

20. ENTIRETY OF AGREEMENT.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Spring Creek, and any lawful assign and successor of Spring Creek, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the City Council of the City in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

21. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

EXECUTED as of the last date indicated below:

CITY OF BEDFORD: **SPRING CREEK :**

By:_____
Beverly Griffith
City Manager

By:_____

Date:_____

Date:_____

APPROVED AS TO FORM AND LEGALITY:

By: _____
L. Stanton Lowry
City Attorney

EXHIBITS

"A" – City of Bedford Resolution No.

"B" – City of Bedford Resolution No. 12-92

AGENDA

Council Agenda Background

PRESENTER: Beverly Griffith, City Manager **DATE:** 12/11/12

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

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 a lease agreement between Arts Council Northeast and the City of Bedford relative to the Trinity Arts Building. The terms of the lease include:

- $10.00 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;
- Arts Council Northeast is responsible for the maintenance on the interior of the building and the City is responsible for exterior maintenance and mechanical
- The term of the original lease was one year from the date of execution with the option to renew the lease for one year, provided that the tenant not be in default of any term or condition of the lease.

In addition, the following items have been added to the lease for this renewal.

- Subleases and other forms of cost sharing agreements will be allowed, but each sublease document will be cosigned by the City of Bedford;
- Cost recovery from other organizations will be limited to 75% of the expenses incurred by Arts Council Northeast for maintenance and operations of the Trinity Arts Building;
- Arts Council Northeast will be required to submit an annual report on building related expenses and revenue recovery; and
- The City of Bedford retains the right to audit those expenses and revenue recovery amounts.

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
2012 Lease Agreement as amended

COMMUNIQUE

AGENDA

RESOLUTION NO. 12-

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 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 2. **That this resolution shall take effect from and after the date of passage.**

PASSED AND APPROVED this 11th day of December 2012, 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

~~ARTSNET~~ Arts Council Northeast
as Tenant

LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of the _____ day of _____, 2012, by and between the City of Bedford, Texas (herein called "Landlord"), and ~~ARTSNET~~ 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~~ies~~ 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 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. 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.~~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.~~8~~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

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~~ 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 _____, 2012.

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_____, 2012, 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_____, 2012, by _____.

_____Notary Public, State of Texas

My Commission Expires:

_____

_____Printed Name of Notary Public