

AGENDA

**Regular Meeting of the Bedford City Council
Tuesday, April 9, 2013
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.
- Discussion regarding the Highway 183 Corridor Overlay District. **This item requested by Councilmember Olsen

THIS IS A DISCUSSION ITEM ONLY AND THERE WILL BE NO FINAL DECISION MADE AT THIS MEETING.

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to "Project Oatmeal".
- b) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property – Block 2 Lot 4, Bedford Lake Addition.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Pastor Kevin Smith, Faith Christian Fellowship Church of Hurst)

PLEDGE OF ALLEGIANCE (Cub Scout Pack #0407, Leader: Andy Bearden)

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Proclamation declaring April 2013 as Child Abuse Prevention Month in the City of Bedford.
2. Proclamation declaring April 2013 as National Safe Digging Month in the City of Bedford.

3. Proclamation recognizing the week of April 14-20, 2013 as National Public Safety Telecommunicators Week.

APPROVAL OF THE MINUTES

4. Consider approval of the following City Council minutes:
 - a) March 26, 2013 regular meeting

NEW BUSINESS

5. Public hearing and consider an ordinance to rezone a portion of the property known as Lot 3, Block 1, Parkwood Village Addition, located at 201 Harwood Road, Suite 150, Bedford, Texas, specifically for the operation of a banquet hall (Glorious Villa) from Heavy Commercial to Heavy Commercial/Specific Use Permit/Banquet and Meeting Facilities. The property is generally located north of Harwood Road and west of Brown Trail. (Z-233)
6. Consider a resolution authorizing the City Manager to enter into a contract with Western Enterprises Inc. for the 2013 4thFest Fireworks Program in the amount of \$29,000.
7. Consider a resolution authorizing the City Manager to enter into a lease agreement for one year with the DFW Tejanos Organization for the purpose of conducting practices and games at the Stormie Jones soccer fields.
8. Consider a resolution authorizing the City Manager to enter into a lease agreement for one year with the Tri-Cities Baseball Association for the purposes of having league games and practices at both the Boys Ranch Park and the Meadowpark Athletic Complex.
9. Consider a resolution authorizing the City Manager to expend funds for an annual payment in the amount of \$36,300 for the renewal of the extended maintenance and technical support agreement with Innovative Interfaces, Inc.
10. Discussion regarding the Council providing lunch for the Clean Up Bedford Day volunteers on Saturday, April 22, 2013. **This item requested by Councilmember Turner
11. Report on most recent meeting of the following Boards and Commissions:
 - ✓ 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
12. Council member reports
13. City Manager/Staff Reports
14. 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, April 5, 2013 at 5:00 p.m.**, and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

(Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in City functions and activities. Auxiliary aids and services or accommodations should be requested forty-eight (48) hours prior to the scheduled starting time of a posted council meeting by calling 817.952.2101.)



Council Agenda Background

PRESENTER: Sherri Olsen, Council Member

DATE: 04/09/13

Work Session

ITEM:

Discussion regarding the Highway 183 Corridor Overlay District. **This item requested by Councilmember Olsen

THIS IS A DISCUSSION ITEM ONLY AND THERE WILL BE NO FINAL DECISION MADE AT THIS MEETING.

City Manager Review: _____

DISCUSSION:

Councilmember Olsen requested that this item be placed on the agenda for discussion.

ATTACHMENTS:

Letter of Request

From: Olsen, Sherri
Sent: Monday, April 01, 2013 7:42 PM
To: Wells, Michael
Subject: Council Agenda Item

Hi Michael,

I hope that you and your family had a wonderful Easter!

Will you please put the Hwy 183 Corridor Overlay District on our agenda for next council? I would like to ask council for a consensus on what I'd like to see happen next since it was tabled at our last meeting.

Thanks so much and have a great week!

Sherri



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 04/09/13

Council Recognition

ITEM:

Proclamation declaring April 2013 as Child Abuse Prevention Month in the City of Bedford.

City Manager Review: _____

DISCUSSION:

Mayor Griffin will read a proclamation declaring April 2013 as Child Abuse Prevention Month in the City of Bedford. Courtney Garrison, Alliance for Children Center Coordinator, will be on hand to accept the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, 127,486 investigations regarding reports of child abuse or neglect were reported in Texas in 2012; and

WHEREAS, 5,598 cases of child abuse and neglect were confirmed in Tarrant County in 2012; and

WHEREAS, 14 child deaths were attributed to abuse or neglect in 2012; and

WHEREAS, Alliance For Children provided child-focused services to 2,262 children in 2012; which includes 463 in the Northeast Community; and

WHEREAS, Alliance For Children is proud to be celebrating 21 years of serving as Tarrant County's Child Advocacy Center in 2013; and

WHEREAS, Alliance For Children provided prevention education to 25,842 adults and children in Tarrant County in 2012; and

WHEREAS, these prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement, parents and the business community; and

WHEREAS, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim the month of April, 2013, as:

Child Abuse Prevention Month

in the City of Bedford and urge all citizens to work together to help reduce child abuse and neglect significantly in the years to come.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
9th day of April, 2013.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 04/09/13

Council Recognition

ITEM:

Proclamation declaring April 2013 as National Safe Digging Month in the City of Bedford.

City Manager Review: _____

DISCUSSION:

Mayor Griffin will read a proclamation declaring April 2013 as National Safe Digging Month in the City of Bedford. Patrice Kleypas from the Public Works Department will be on hand to accept the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, each year underground utility infrastructure is jeopardized by unintentional damage by those who fail to call 8-1-1, the national call before you dig number, to have underground lines located prior to digging. Undesired consequences such as service interruptions, damage to the environment, personal injury and even death are the potential risk; and

WHEREAS, through education of safe digging practices, excavators and homeowners can save time and money while keeping everyone safe and connected by making one simple call to 8-1-1 in advance of any digging project; waiting the required amount of time; respecting the marked lines by maintaining visual definition throughout the course of the excavation; and digging with care around the marks.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim the month of April, 2013, as:

National Safe Digging Month

in Bedford and we encourage excavators and homeowners throughout the city to always call 8-1-1 before digging. Safe digging is no accident.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
9th day of April, 2013.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 04/09/13

Council Recognition

ITEM:

Proclamation recognizing the week of April 14–20, 2013 as National Public Safety Telecommunicators Week.

City Manager Review: _____

DISCUSSION:

Each year, the second full week of April is dedicated to the men and women who serve as public safety telecommunicators (dispatchers). It was first conceived by Patricia Anderson of the Contra Costa County California Sheriff's Office in 1981 and was observed only at that agency for three years. Members of the Virginia and North Carolina chapters of the Association of Public Safety Communications Officials (APCO) became involved in the mid-1980s. By the early 1990s, the national APCO organization convinced Congress of the need for a formal proclamation.

The official name of the week when originally introduced in Congress in 1991 was "National Public Safety Telecommunicators Week." In the intervening years, it has become known by several other names, including "National Public Safety Telecommunications Week" and "International Public Safety Telecommunicators Week."

Police Chief Roger Gibson and Amy James, Communications Supervisor over the Dispatch Division, will be on hand to accept the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, each day, millions of Americans dial 9-1-1 for help in emergencies ranging from house fires and automobile accidents to heart attacks, burglaries and missing children. The men and women who answer these calls for help, gathering essential information and dispatching the appropriate response, can make the difference between life and death and property loss for persons in need. The City of Bedford dispatchers are among the more than 500,000 telecommunications specialists nationwide who work daily to protect and to promote public safety; and

WHEREAS, public safety telecommunicators are more than a calm and reassuring voice on the other end of the phone – they are knowledgeable and highly trained individuals who work closely with police, fire and medical personnel. They coordinate and manage the vital communications in areas that affect the health and safety of our citizens. Because emergencies occur around the clock, we rely on the vigilance and the preparedness of these individuals 24-hours a day, 365 days a year; and

WHEREAS, Public Safety Telecommunicator's Week allows us an opportunity to raise awareness about the important role telecommunicators play in protecting lives and property.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim the week of April 14-20, 2013, as:

Public Safety Telecommunicator's Week

in honor and recognition of our municipality's Telecommunicators and the vital contributions they make to the safety and well being of our citizens.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
9th day of April, 2013.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 04/09/13

Minutes

ITEM:

Consider approval of the following City Council minutes:

a) March 26, 2013 regular meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

March 26, 2013 regular meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 4:00 p.m. in the Conference Room and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 26th day of March, 2013 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
Cliff Blackwell	Administrative Services Director
Roger Gibson	Police Chief
Tom Hoover	Public Works Director
Mirenda McQuagge-Walden	Managing Director of Community Services
Jackie Reyff	Planning Manager
Bill Syblon	Development Director
James Tindell	Fire Chief

WORK SESSION

Mayor Griffin called the Work Session to order at 4:02 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, 7, 11 and 12.

On Item #7, Council and staff discussed noise from the food trucks being covered by the City's Noise Ordinance and that the trucks are restricted to commercial areas. It was decided to leave this item on consent unless somebody chose to speak on it under Open Forum.

Public Works Director Tom Hoover and Misty Christian of Kimley-Horn and Associates presented information on Item #12. This is to provide engineering services for design improvements at Sulfur Branch, which is being affected by the NTE construction project. There are complications with existing facilities, channels and a bridge at that location which may cause a hydrological event. If the City comes up with a design of what the downstream will look like, NTE has agreed to build a portion of it beyond their current construction as well as an access ramp. The City has 11 months to complete this project. There was discussion regarding examining the upstream conditions; ensuring that the floodplain is not adversely affected by the NTE construction; that this project would be extended under Bedford Road at a later time; that this particular item is part of the study phase and that detailed engineering drawings will be developed when the time comes for building; that the costs include geotechnical surveying to get a grasp of existing conditions; that the funds for this project comes from the 2011 GOs; and that

engineering services are not allowed to be bid.

Council was of the consensus to move Item #5 before Persons to be Heard.

Mayor Griffin adjourned the Work Session at 4:28 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(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Zoning for group homes.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to “Project Oatmeal”.
- c) Pursuant to Section 551.074: personnel matters – annual performance review of the City Manager.

Council convened into Executive Session pursuant to Texas Government Code Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Zoning for group homes, Section 551.087, deliberation regarding economic development negotiations relative to “Project Oatmeal” and Section 551.074: personnel matters – annual performance review of the City Manager at 4:28 p.m.

Council reconvened from Executive Session at 7:07 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 9:08 p.m.

Council reconvened from Executive Session at 2:11 a.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 6:30 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

INVOCATION (Jim Pack, CityLife Church)

Jim Pack of CityLife Church gave tonight’s invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

OPEN FORUM

Charles Ready, 7324 Meadowbrook Drive – Mr. Ready stated that he is here to answer any questions regarding Item #7.

Don Bartko, 1317 Wade Drive – Mr. Bartko spoke on Item # 4. He stated that he lives right around the corner from 604 Donna Lane. He stated that he had been in a similar situation as the Mayor was on this

issue. He had returned from Vietnam in 1967 and was assigned to as post engineer at a hospital, a position similar to the City Manager. One of the wards was loaded with young men returned from Vietnam with injuries and the ward had no air conditioning or comforts. He was told by his commanding officer to get air conditioning for the ward but he came up against Army, Federal and state regulations. He told his commanding officer who still wanted the air conditioning and wanted him to find a way to do it. He worked on the project further, including driving to Washington D.C. to see the Surgeon General and argue his case. He came back with the money. He advised the Mayor to not say it cannot be done but find away to do it.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Turner, seconded by Councilmember Brown, to approve the following items by consent: 3, 7, 11 and 12

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

COUNCIL RECOGNITION

1. Proclamation declaring April 2013 as Energy Efficiency Month in Bedford.

Mayor Griffin read a proclamation declaring April 2013 as Energy Efficiency Month in Bedford. David Franklin from the Community Affairs Commission was on hand to accept the proclamation. Mr. Franklin stated that the Consumer Energy Expo will be held from 1:00 p.m. to 5:00 p.m. on Saturday, April 20 at the old library.

2. Employee Service Recognition

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

Carol Robinson, Police Department – 5 years of service
Josh Brown, Fire Department - 10 years of service

APPROVAL OF THE MINUTES

3. Consider approval of the following City Council minutes: a) March 12, 2013 regular meeting

This item was approved by consent.

PERSONS TO BE HEARD

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

a) James Trigg, 1316 Wade Drive, Bedford, Texas – Requested to speak to the Council regarding zoning violations at 604 Donna.

James Trigg, 1316 Wade Drive – Mr. Trigg thanked the people who came out to tonight's meeting to show their concerns for the City. He stated that he was impressed by what the Council had shared and that it told him that the issue was not being swept under the rug. He stated that there are distance regulations for group homes in that they cannot be within half a mile from each other and that the owner of the one on Donna Lane is looking at a property less than three blocks away. He questioned who is going to enforce this regulation and how is it going to be done. He stated that the City's building permit form does not have a place to indicate that the building would be a group home and presented a handout showing an area on the permit form where this could be indicated. He stated that somebody would then have to look at it and take the second step to verify the distance. This issue was important to him because his neighborhood is unique and a potential target to be swallowed by group homes. The homes in the neighborhood are single level with large square footages, are older and not as pricey,

have large lots to allow for expansion and attached garages that can be converted to living space cheaply. He stated that if Council does not do something happen on distance regulations then they have failed the City.

Council discussed revising the permits and tying it in with the registration process; properties that do not require a building permit; and the distance requirements including doing it by proximity as opposed to a number.

b) Joyce Johnson, 1701 Brookhaven Circle, Bedford, Texas – Requested to speak to the Council regarding the handling of disputed traffic citations.

Joyce Johnson, 1701 Brookhaven Circle – Ms. Johnson spoke regarding the handling of disputed traffic tickets. She stated that the judge and prosecutor are independent and do not supervise the courts, which is done by the City. She stated that she became aware that disputed traffic tickets are handled like a lawsuit and that a legal document must be filed to obtain documents, which creates a hardship that is not fair or acceptable. She stated that those in legal practice must refrain from putting a hardship on a defendant, obstruct justice or facilitate coercion. She stated that her path to file the motion was blocked in the following ways: free access to documents was denied; she was required to provide a motion; no form was made available; the City does not have a law library or reference books with the form; she was told to get an attorney; that in filing a motion, it would be “considered”; that she knows of no law permitting denial of documents need by a defendant to defend themselves; and that she was not advised that she could file an open records request. She stated that such requirements create a hardship and that the cost of hiring an attorney would be more than the fine and court costs, which has the potential to force drivers to pay the ticket instead of pursuing their right to dispute it. She stated that when she was told she could file an open records request, it too was made conditional and asked how are open records used or defined by the City. She stated handing disputed tickets like a lawsuit and handling it in the matter described is unfair and unacceptable. She asked if an audit needed to be done on the funds gained in such a manner. She requested that there be changes to policies and that these practices be removed from the City.

OLD BUSINESS

5. Update on issues related to 604 Donna Lane.

This item was discussed prior to Persons to be Heard.

Mayor Griffin presented an update on issues related to 604 Donna Lane. He stated that to a very large degree, the City cannot prohibit the use because of Federal and State laws. He stated that a number of residents made comments about restrictions for this particular use or facility but that any restrictions would have to apply to everyone in the neighborhood. He stated that Council and staff have analyzed the City’s options and discussed a fair and legally responsive plan to include possible ordinance revisions. The plan includes: requiring annual registration of group facilities; requiring copies of State required inspection documents as part of the registration process; the City moving for immediate closure of assisted living facilities, as defined by State law, that do not have the required inspections; that community homes, as defined by State law, be required to submit a detailed site plan for approval to make sure it is compatible with the surrounding neighborhood; amending the Zoning Ordinance to create assisted living facilities in residentially zoned districts, which cannot be used to deny the use but allows the City to have a thorough review, including a site plan, through the Planning and Zoning Commission and Council; and requiring a detailed explanation of the use on the permit forms. He further stated that State Representative Phillips has introduced HB691, which has to do with governing applications of homes for juvenile criminals. He advised residents that they should talk to their State representatives and senators.

NEW BUSINESS

6. Public hearing and consider an ordinance amending the City of Bedford Zoning Ordinance, Ordinance No. 2275, by amending Section 4.17 “CSED” Cheek-Sparger Entrance District; by amending Section 4.18 “HC” Highway Corridor Overlay District; by removing all references to

the “CSED” Cheek-Sparger Entrance District from the Zoning Ordinance; by amending the official Zoning Map of the City of Bedford to designate the expanded “HC” Highway Corridor Overlay District; providing a revised Zoning Map illustrating the change in district as attachment “A”; providing attachment “B” being the text amendments to the Zoning Ordinance; providing a severability clause; providing a penalty and enforcement clause; and providing an effective date.

Development Director Bill Syblon presented information regarding this item. He stated this was the culmination of several months of discussions between Council, staff, property owners and the Planning and Zoning Commission. Council had requested that an all encompassing overlay district be created. A Master Highway Corridor Overlay District was presented to the Planning and Zoning Commission on March 12, which recommended its approval with changes by a vote of 6-1-0. The changes from the Commission included: removing all residential properties from the District map based on feedback at the public hearing; adding pawn shops and sexually-oriented businesses as categories on the list of prohibited uses; and the staff initiated removal of Sections 4.18.G(1)h and 4.18.H(1)c as they were relics of the 2010 version of the District. Council discussed adding residentially owned properties back to the District map and referring to Section 4.18L; that if residential property abutting the highway were rezoned commercial, they would not fall under the District; allowing those that raised objections to the including the residentially owned properties in the District a chance to speak before making changes; whether the addition of pawn shops and sexually oriented businesses back to the list of prohibited uses was a valid change; changes from the current Highway 121 District including setbacks, maintenance agreements and Section 4.18H; sending the District back to the Commission; and tabling this item to a future Council meeting.

Mayor Griffin called the Public Hearing to order at 7:40 p.m.

Betty Moody, 720 Saddlebrook Drive South – Ms. Moody spoke on behalf of herself and her husband and stated they wanted to be on the record that they opposed the passage of this zoning amendment. She had received notice on April 27, 2010 of a hearing for the proposed amendment, which included a map of the boundaries of the District. She stated that the Council chamber was filled with residents, many speaking out in opposition to the amendments and the matter was placed on hold. She stated that she received a notice this year on February 8 for another public hearing. The wording was different and a clause was added stating if a property was zoned residential, than the ordinance and amendments would not apply. She stated that Section 4.18L of the draft ordinance states that in the event of a change to the underlying zoning district to a non-residential district, then the residential district shall comply with the requirements of the District, with the exception of any legal, non-conforming conditions. She stated that some property owners were concerned that their property values would decrease. The property that backs up to her fence may be rezoned for commercial use and as their property is not within the District, they would not be compensated for a loss of value in their property. She stated that according to the question and answer sheet published in 2010 by the City, one of the principal purposes of the District to consolidate existing districts along the corridor and she saw no reason for taking a particular block of the residential area into the District. She asked that Council consider taking out the specific commercial property, from Saddlebrook Drive South down to Queens Way, from the Zoning Ordinance amendment. She stated that residents have not had an opportunity to speak out on this and the letter dated April 27, 2010 was somewhat misleading.

There was discussion regarding residential properties being included on the District map; that residential properties are exempt from the District; that in the event property became commercial, it would have to abide by the District; that the Comprehensive Plan states that the best use of property adjacent to the highway is for commercial type development and that the property in question was zoned residential when the Plan was developed; that in order for property to be rezoned from residential to commercial, a developer would have to come to the City for that zoning change; that if the property were not included now and it were to become commercial, then it could not then be put under the District; that commercial nodes are directed towards major intersections and roadways; and that commercial properties adjacent to residential would have to meet all the requirements of screening, set-backs and other protection items in the District.

Coy Quine, Vice President of Tsca-231 Limited Partnership - Mr. Quine's group owns the Cimarron Plaza Shopping Center. He stated that the way the Overlay District is written, it is for developers and he is an owner. Their Shopping Center consists of seven parcels, of which they own four. If a casualty of greater than 50% occurs to one of their buildings, they would have to rebuild it in the new District, which would require a change in landscaping. They have already spent money on installing Xeriscape landscaping and reconfigured their layout to meet the City's parking requirements after the taking of three acres. After all the reconfiguration, they now have a legally conforming building. He presented different scenarios where if a particular building sustains a casualty of greater than 50%, it would require such things as installing 30-foot landscaping buffers, tearing down buildings and signs, and/or rearranging traffic patterns. He asked that a clause be put in for rebuilding in case of a casualty of the existing building. He stated that insurance does not cover what they paid for the facility. They have already spent \$750,000 in remodeling when they first heard about the Highway 183 widening and made concessions to keep tenants. He stated that as the District is currently written, each parcel stands on its own as and asked for some relief if they suffer a casualty.

There was discussion on the Xeriscape landscaping on the interior of the property; getting the Shopping Center to look like it did several years ago; that parking is the real issue and the Shopping Center cannot function without it; that staff bring back to Council the status of negotiations with property owners along the Highway and TxDOT; whether there would be an opportunity for Mr. Quine to make input into the process; and bringing up the value and how the City looks.

Joyce Johnson, 1701 Brookhaven Circle - Ms. Johnson stated that the core issue is what happens to people in businesses. They are looking for something tangible, in writing that says that a property is going to be protected as residential real estate. She stated that it does not make sense that a business suffers a catastrophe and they cannot recover because of a road; they need protection with something that holds up in court.

Hank Henning, 2604 Morningside Drive – Mr. Henning asked for a point of clarification regarding moving residential property to commercial and why the same could not be done with an overlay district. He stated that it bothered those in the residential areas and asked why if residential properties were removed from the map, and then they were rezoned commercial, why could it not then be put under the Overlay District. There was discussion between Mr. Henning, Council and the City Attorney regarding this issue.

Council was of the consensus to leave the public hearing open and to table this item to the April 23, 2013 Council meeting.

Motioned by Councilmember Olsen, seconded by Councilmember Davisson, to continue the public hearing and table this item to the April 23 Council meeting.

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

7. Consider an ordinance amending Chapter 66, "Health and Sanitation" of the City of Bedford Code of Ordinances by amending Section 66-63. "Definitions" and adding a new Section 66-44. "Mobile Food Units"; providing that this ordinance shall be cumulative; providing a severability clause; providing a savings clause; providing a penalty clause; and providing an effective date.

This item was approved by consent.

8. Consider an ordinance amending Ordinance No. 08-2905 awarding the contract to Allied Waste Services of Fort Worth, LLC, successor-in-interest to Allied Waste Systems, Inc., for Solid Waste Collection Services to include Article II. "Definitions"; Article IV. Section K. "Indemnification"; Article IV. Section W. "Modification of Rates"; and granting an extension of the contract for an additional five year term commencing on January 14, 2014.

Deputy City Manager David Miller presented information regarding this Item and Item #9. This is for the renewal of contracts with Allied Waste, which are set to expire in January. The renewals would be for

an additional five years with rate increases three times over the next six years, in May 2013, May 2015 and May 2017. The rates would be as follows: Current - \$7.15 for solid waste, \$1.96 for recycling and \$1.43 for senior recycling; May 2013 - \$7.42 for solid waste, \$2.03 for recycling and \$1.48 for senior recycling; May 2015 - \$7.70 for solid waste, \$2.11 for recycling and \$1.54 for senior recycling; and May 2017 - \$7.98 for solid waste, \$2.19 for recycling and \$1.60 for senior recycling. Currently, the rate for trash and recycling is \$9.11. The contracts would be renewed until January of 2019 with the end rate being \$10.17, for a total increase of \$1.06 for residential rates.

In answer to questions for Council, Mr. Miller stated that the contract with Allied Waste has been in place for approximately 10 years. There was discussion that going out for bid on the contracts may have lead to much higher rates; that the City has lower rates than many surrounding cities; and Allied Waste's performance and their contribution to beautification and other City events.

Motioned by Councilmember Turner, seconded by Councilmember Davisson, to approve an ordinance amending Ordinance No. 08-2905 awarding the contract to Allied Waste Services of Fort Worth, LLC, successor-in-interest to Allied Waste Systems, Inc., for Solid Waste Collection Services to include Article II. "Definitions"; Article IV. Section K. "Indemnification"; Article IV. Section W. "Modification of Rates"; and granting an extension of the contract for an additional five year term commencing on January 14, 2014.

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

Voting in favor of the motion: Mayor Griffin, Councilmember Boyter, Councilmember Davisson, Councilmember Olsen, Councilmember Turner and Councilmember Brown.

Abstaining from voting on the motion: Councilmember Nolan.

9. Consider an ordinance amending Ordinance No. 08-2906 awarding the contract to Allied Waste Services of Fort Worth, LLC, successor-in-interest to Allied Waste Systems, Inc., for Recycling Services to include Article II. "Definitions"; Article IV. Section K. "Indemnification"; Article IV. Section W. "Modification of Rates"; and granting an extension of the contract for an additional five year term commencing on January 14, 2014.

This item was discussed during the previous item.

Motioned by Councilmember Brown, seconded by Councilmember Davisson, to approve an ordinance amending Ordinance No. 08-2906 awarding the contract to Allied Waste Services of Fort Worth, LLC, successor-in-interest to Allied Waste Systems, Inc., for Recycling Services to include Article II. "Definitions"; Article IV. Section K. "Indemnification"; Article IV. Section W. "Modification of Rates"; and granting an extension of the contract for an additional five year term commencing on January 14, 2014.

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

Voting in favor of the motion: Mayor Griffin, Councilmember Boyter, Councilmember Davisson, Councilmember Olsen, Councilmember Turner and Councilmember Brown.

Abstaining from voting on the motion: Councilmember Nolan.

Councilmember Olsen requested that it be on the record that everybody is interested in this type of service being purchased and it is something the City has to have. The City has a great relationship with Allied Waste and they do a good job. She is never for rate increases but based on City recommendations and all the research done by staff that this was the best way to go for the citizens without having a much higher increase.

Councilmember Nolan requested that it be on the record that she is abstaining because she really believes in transparency and would have liked to see after 10 years these contracts go out to bid.

10. Consider a resolution accepting the report from the independent auditor and the audited financial statements for the fiscal year ended September 30, 2012.

Administrative Services Director Cliff Blackwell presented information regarding this resolution. He stated that the City's charter requires a yearly audit by an independent certified public accountant. The firm of BKD, L.L.P. was selected last summer and they are in year one of a three year contract with two optional one year extensions.

Kevin Kemp of BKD presented the final version of their audit. He stated that the governing body needs to approve the documents before they can sign their opinions and release information. He further stated that they have completed their audit in accordance generally accepted auditing standards and believes the financial statements as presented are in accordance with generally accepted accounting principles. He then presented some financial highlights. The City's assets exceeded its liabilities by over \$57M and of that, \$8M is unrestricted to be used to meet the ongoing obligations of the City. There are fund balances of \$12.9M of which 36.9% is unassigned, or 18% of expenditures. The recommended percentage by the GFOA is 25%. All fund balances were positive across the board. There was a decrease in debt of \$6M, which was offset by a bond issue of \$5M. He stated that all financial statements have estimates, including the allowance for doubtful accounts, useful lives of capital assets and obligations for post-employment benefits, and that they were in agreement with the City's estimates. He stated that there was a transition in the Finance Department and that they did propose adjusting some journal entries as part of the closing process. He stated that there were inefficiencies because of an outdated IT system and recommended that the City look at a canned software package. He stated that they did meet more in greater detail Finance Committee.

There was discussion on staff turnover and that the City has received the Certificate of Achievement for Excellence in Financial Reporting for the last 16 years.

Motioned by Councilmember Turner, seconded by Councilmember Davisson, to approve a resolution accepting the report from the independent auditor and the audited financial statements for the fiscal year ended September 30, 2012.

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

11. Consider a resolution authorizing the City Manager to enter a contract with Huguley Assessment Center in the amount of \$19,215 to perform physical assessments for Bedford Fire Department personnel for the year 2013-2014.

This item was approved by consent.

12. Consider a resolution authorizing the City Manager to enter into a professional services contract with Kimley-Horn and Associates, Inc. in the amount of \$55,000 for engineering services for the conceptual design of Sulphur Branch Channel Improvements (SH121 to Bedford Road) Project.

This item was approved by consent.

13. Discussion on how the City Manager will be reviewed. **This item requested by Councilmember Nolan

Councilmember Nolan requested this item be placed on the agenda for discussion. She stated she wanted to be sure that Council were under the same assumptions on how the City Manager would be reviewed and to go through step-by-step on what is going to happen and that everybody was on board with that. There was discussion regarding personnel matters being handled in Executive Session and that the process was laid out at the previous meeting. There was further discussion regarding the interpretation of the results, Council not having the opportunity to meet with each other and that the process is the same as in previous years.

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

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

Councilmember Olsen reported that the Pet Fair will be held on Saturday, April 13.

✓ **Beautification Commission – Councilmember Turner**

Councilmember Turner reported on the Crud Cruiser event where 70 cars showed up. This is a slight decrease over previous years due to spring break and more careful planning will be done. The annual Clean-Up Bedford Day will be held on Saturday, April 27 and he invited everyone to join the Commission for that event. He further invited everyone for the BRAC Clean-Up Day, where new shrubs and flowers will be planted and the monument will be pressure cleaned.

✓ **Community Affairs Commission - Councilmember Boyter**

Councilmember Boyter encouraged residents to come to the Consumer Energy Expo at the old library on Saturday, April 20. More information can be found on the City's website.

✓ **Cultural Commission - Councilmember Nolan**

Councilmember Nolan reported that the Commission met the previous night and is continuing to see what their next action item will be.

✓ **Library Board – Councilmember Brown**

No report was given.

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

Councilmember Davisson reported that the next meeting of the Board is on April 4.

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

No report was given.

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

Councilmember Olsen reported that the Board will meet on Thursday, April 4 and that also have their upcoming banquet.

15. Council member reports

Mayor Griffin reported that the Community Garden had their kickoff last weekend and that Ms. Griffin, Councilmember Nolan and Councilmember Turner worked on the Council and Beautification beds. The recent freeze did not kill the vegetables. He reported that the CPR Spring Blitz is scheduled for April 12 – 13. He had the opportunity to serve meals to Bedford residents through Meals on Wheels of Tarrant County and he will be doing the same next week with Metroport Meals on Wheels.

16. City Manager/Staff Reports

City Manager Beverly Griffith reported that the annual Easter Egg Hunt will be held on Saturday, March 30 at 10:00 a.m. at the Boys Ranch Activity Center. April 4 will be the start of Twilight Thursdays at the Old Bedford School, with a Beatles tribute band that night and Texas Heritage Music on April 11. The concerts run from 7:00 p.m. to 8:30 p.m. Van Cliburne tickets are currently on sale for Sunday, May 5 at 3:00 p.m. Tickets are \$25.00 and more information can be found on the Old Bedford School website.

She reported that a long time firefighter was recently diagnosed with cancer. He has been with the City for 20 years and has two kids. Applebee's has partnered with the Fire Department to do a fundraiser on

April 11, where, with a flier, they will donate 15% of a person's ticket to the Bedford Professional Firefighters Association.

17. 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 2:12 a.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: Jacquelyn Reyff, Planning Manager

DATE: 04/09/13

Council Mission Area: Foster economic growth.

ITEM:

Public hearing and consider an ordinance to rezone a portion of the property known as Lot 3, Block 1, Parkwood Village Addition, located at 201 Harwood Road, Suite 150, Bedford, Texas, specifically for the operation of a banquet hall (Glorious Villa) from Heavy Commercial to Heavy Commercial/Specific Use Permit/Banquet and Meeting Facilities. The property is generally located north of Harwood Road and west of Brown Trail. (Z-233)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The applicant is proposing to locate a banquet hall, Glorious Villa, at 201 Harwood Road, Suite 150, in the Parkwood Village Shopping Center.

The site is sufficiently landscaped for the proposed banquet hall use.

The parking remains from the original shopping center development. The number of parking spaces required for the banquet hall is determined by the ratio of one space per 250 SF of floor area, which is the ratio used for the entire shopping center as a whole. The banquet hall space on its own requires 27 parking spaces. The parking as it exists is in compliance for the proposed use per Section 5.2.A.(3) of the Zoning Ordinance.

The hours of operation are expected to be Friday, Saturday, and Sunday.

Comprehensive Plan:

The Comprehensive Plan indicates the location of 201 Harwood Road, Suite 150, to be commercial; therefore, the use of a banquet hall would not conflict with the Comprehensive Plan.

The Planning and Zoning Commission recommended approval of this item at their March 14, 2013 meeting by a vote of 7-0-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone a portion of the property known as Lot 3, Block 1, Parkwood Village Addition, located at 201 Harwood Road, Suite 150, Bedford, Texas, specifically for the operation of a banquet hall (Glorious Villa) from Heavy Commercial to Heavy Commercial/Specific Use Permit/Banquet and Meeting 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. The property is generally located north of Harwood Road and west of Brown Trail. (Z-233)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
March 14, 2013 Planning & Zoning Minutes
Copy of Legal Notice Published in Star Telegram
Zoning Change Application

ORDINANCE NO. 13-

AN ORDINANCE TO REZONE A PORTION OF THE PROPERTY KNOWN AS LOT 3, BLOCK 1, PARKWOOD VILLAGE ADDITION, LOCATED AT 201 HARWOOD ROAD, SUITE 150, BEDFORD, TEXAS, SPECIFICALLY FOR THE OPERATION OF A BANQUET HALL (GLORIOUS VILLA) FROM HEAVY COMMERCIAL (H) TO HEAVY COMMERCIAL/SPECIFIC USE PERMIT/BANQUET AND MEETING 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-233)

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 201 Harwood Road, Suite 150, for the operation of a Banquet Hall (Glorious Villa) from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Banquet and Meeting Facilities. The property is generally located north of Harwood Road and west of Brown Trail. (Z-233)

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 3, Block 1, Parkwood Village Addition, and located at 201 Harwood Road, Suite 150, Bedford, Texas, shall be shown as approved by this ordinance.

SECTION 2. That the Site Plan and Floor Plan attached hereto as Exhibit "A" are 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/Specific Use Permit/Banquet and Meeting Facilities.

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.

ORDINANCE NO. 13-

PRESENTED AND PASSED this 9th day of April, 2013 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 MINUTE MARCH 14, 2013**

APPROVED

After discussion, the consensus of the Commission was in opposition to making the proposed changes to Section 5.5B.(1).

Chairman Stroope adjourned the Work Session at 7:05 PM.

REGULAR SESSION

The Planning and Zoning Commission convened in the Council Chamber at 7:07 PM and the Regular Session began.

CALL TO ORDER

Chairman Stroope called the meeting to order at 7:07 PM.

INVOCATION

Vice Chairman Reese 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) **February 28, 2013**

Motion: Commissioner Henning made a motion to approve the meeting minutes of February 28, 2013, correct as written.

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

Ayes: Commissioners Sinisi, Carlson, Henning, Vice Chairman Reese, 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-233, public hearing and consider a request to rezone a portion of property known as Lot 3, Block 1, Parkwood Village Addition, located at 201 Harwood Road, Suite 150, Bedford, Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/Banquet and Meeting Facilities. The property is generally located north of Harwood Road and west of Brown Trail.**



**PLANNING AND ZONING COMMISSION
MEETING MINUTE MARCH 14, 2013**

APPROVED

Chairman Stroope recognized Jacquelyn Reyff, AICP, Planning Manager who reviewed Zoning Case Z-233.

Chairman Stroope recognized Tshipeta Kalonji 12632 Bay Avenue, Euless, Texas who was there to present this application.

At 7:22 PM, Chairman Stroope stated the public hearing had been left open from the February 28th, 2013 Planning and Zoning meeting and asked if there was anyone present to speak about this application. There being no one to speak, he closed the public hearing at 7:23 PM.

The Commission discussed the application.

Motion: Commissioner Hall made a motion to approve Zoning Case Z-233.

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

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

ADJOURNMENT

Chairman Stroope adjourned the Planning and Zoning meeting at 7:26 PM.

**Chairman Stroope, Chairman
Planning and Zoning Commission**

ATTEST:

**Yolanda Alonso
Planning and Zoning Secretary**



**CITY OF
BEDFORD**
Discover the Center

March 18, 2013

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 Monday, March 18, 2013

FROM:

City of Bedford
Yolanda Alonso, Planning and Zoning

Dear Christine,

Please publish the following in "Legal Notices" Wednesday, March 20, 2013.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council will hold a Public Hearing on the following zoning item on Tuesday, April 9, 2013 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 a portion of property known as Lot 3, Block 1, Parkwood Village Addition, located at 201 Harwood Road, Suite 150, Bedford, Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/Banquet and Meeting Facilities. The property is generally located north of Harwood Road and west of Brown Trail. (Z-233)

Yolanda Alonso
Planning and Zoning

City of Bedford Change of Zoning Application

Z-233

Applicant Name (Print): ESHIPETA S. KALONJI (*Signature): [Signature]

Address: 12632 BAY AVE, EVLESS, TX 76040

Telephone number: 817-703-9393 Fax number: _____
gloriousdesigndecor@yahoo.com

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

From: H To: H/SOP/BANQUET & MEETING FACILITIES

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 3 Block 1 Addition PARKWOOD VILLAGE
Tract _____ Abstract _____ Survey _____ to the City of Bedford, Texas.
Street Address 201 HARWOOD RD #150

Fee: (\$150.00 plus \$75.00 per acre over one.) \$150.00 + \$75.00 x _____ = _____
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) RYAN BROWN - Property Manager

(Company name) MDT Parkwood, Ltd.

(Street Address, City, State & Zip Code) 12740 Hillcrest # 205 Dallas, TX 75230

(Telephone number) 214-466-1557 (FAX number) 214-466-1552

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: 02-28-13 Z-233

**Address: 209 Harwood Road , Suite 150
Bedford, Texas 76021**

**Legal Description: Lot 3, Block 1
Parkwood Village Addition**



-  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.

RESPONDING TO SCHEDULE B

FOR COMMENT BY: JAMES B. BELL, JR., DATE: APRIL 23, 2012

NOTES CORRESPONDING TO SCHEDULE B

FOR COMMENT BY: JAMES B. BELL, JR., DATE: APRIL 23, 2012

LEGAL DESCRIPTION

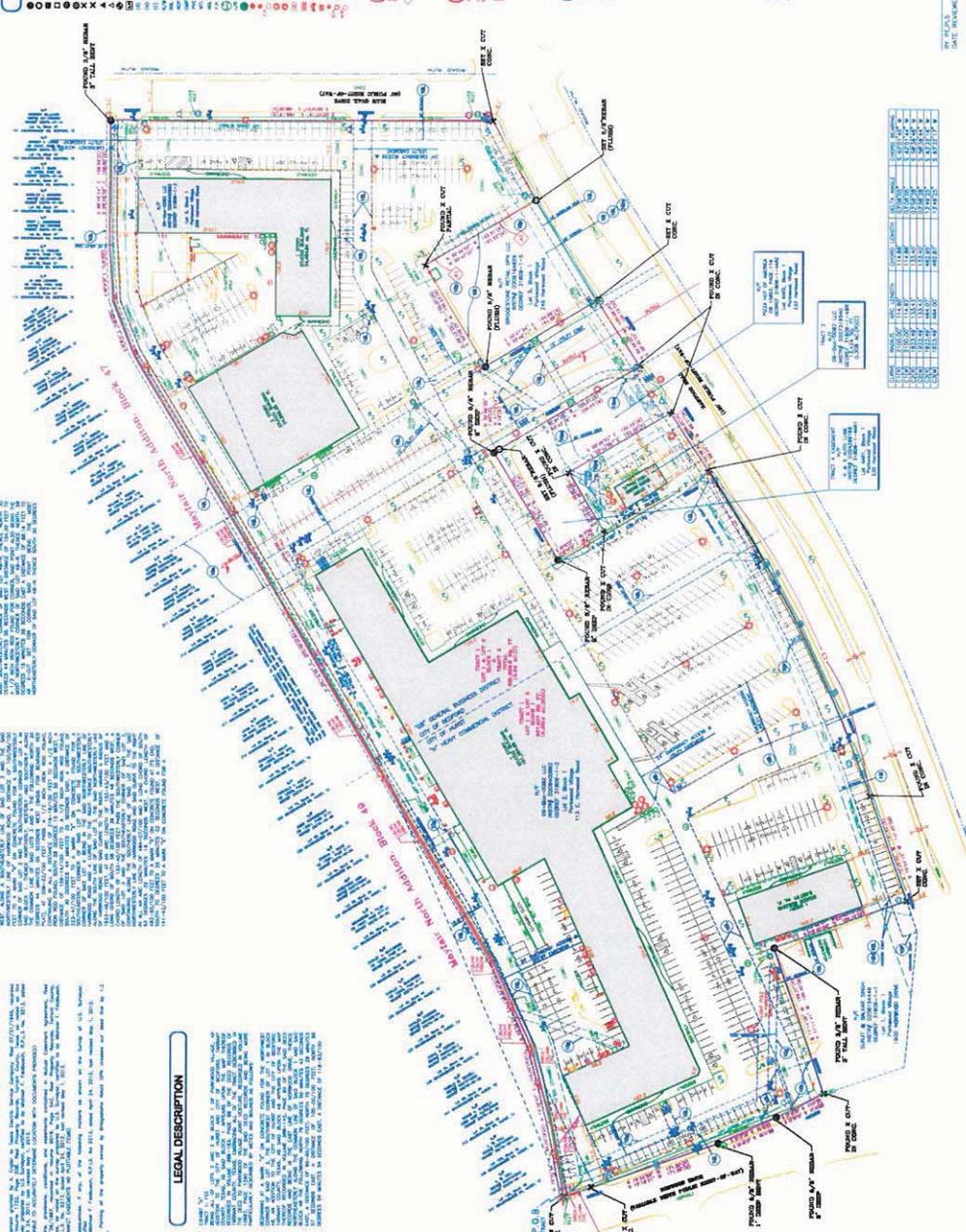


STANDARD LEGEND table listing various symbols and their corresponding descriptions for the survey.

IMPROVEMENT NOTES

SURVEYOR NOTES

SITE DATA



ALTAJACSM LAND TITLE SURVEY



Table with columns for DATE OF ORIGINAL, REVISION, and DATE, showing a revision history.

DATE OF ORIGINAL: APRIL 23, 2012

DATE OF REVISION: APRIL 23, 2012

ALTAJACSM LAND TITLE SURVEY SURVEYOR CERTIFICATION, U.S. SURVEYOR logo, PROJECT LOCATION, MDT INVESTMENTS, and SHEET 1 OF 1 information.

THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED SURVEYOR IN THE STATE OF TEXAS. I AM NOT PROVIDING ANY GUARANTEE OF ACCURACY OR LIABILITY FOR ANY ERRORS OR OMISSIONS. I AM NOT PROVIDING ANY GUARANTEE OF ACCURACY OR LIABILITY FOR ANY ERRORS OR OMISSIONS.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UTILITIES AND TO PROTECT THEM. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY DAMAGE TO UTILITIES OR OTHER PROPERTY CAUSED BY THE CONTRACTOR OR ANY OTHER PARTY.

THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED SURVEYOR IN THE STATE OF TEXAS. I AM NOT PROVIDING ANY GUARANTEE OF ACCURACY OR LIABILITY FOR ANY ERRORS OR OMISSIONS. I AM NOT PROVIDING ANY GUARANTEE OF ACCURACY OR LIABILITY FOR ANY ERRORS OR OMISSIONS.

THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED SURVEYOR IN THE STATE OF TEXAS. I AM NOT PROVIDING ANY GUARANTEE OF ACCURACY OR LIABILITY FOR ANY ERRORS OR OMISSIONS. I AM NOT PROVIDING ANY GUARANTEE OF ACCURACY OR LIABILITY FOR ANY ERRORS OR OMISSIONS.

THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED SURVEYOR IN THE STATE OF TEXAS. I AM NOT PROVIDING ANY GUARANTEE OF ACCURACY OR LIABILITY FOR ANY ERRORS OR OMISSIONS. I AM NOT PROVIDING ANY GUARANTEE OF ACCURACY OR LIABILITY FOR ANY ERRORS OR OMISSIONS.

THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED SURVEYOR IN THE STATE OF TEXAS. I AM NOT PROVIDING ANY GUARANTEE OF ACCURACY OR LIABILITY FOR ANY ERRORS OR OMISSIONS. I AM NOT PROVIDING ANY GUARANTEE OF ACCURACY OR LIABILITY FOR ANY ERRORS OR OMISSIONS.



Council Agenda Background

PRESENTER: Wendy Hartnett, Special Events Manager

DATE: 04/09/13

Council Mission Area: Encourage citizen involvement.

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Western Enterprises Inc. for the 2013 4thFest Fireworks Program in the amount of \$29,000.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Western Enterprises has been the pyrotechnic company for 4thFest for 19 years. This contract is considered a professional services contract; therefore, it is not subject to competitive bidding. Due to the highly technical nature of this work and the ability to safely provide the program and all of the necessary clearances, it is the staff's recommendation that the City use the same company that has a working knowledge of the site and surroundings. Western Enterprises has maintained an excellent working relationship with the Fire Department and the State Fire Marshal's Office in providing this service.

During the 2012 fireworks program there were technical issues that caused the show to be less than perfect. Western Enterprises handled the situation with professionalism and due diligence. A refund for the entire 2012 fireworks program was received because of the technical issues.

The price for the service has not increased from the amount charged in 2012.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Western Enterprises Inc. for the 2013 4thFest Fireworks Program in the amount of \$29,000.

FISCAL IMPACT:

\$29,000 from the FY 2013 4thFest Budget

ATTACHMENTS:

Resolution
Western Enterprise Contract

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WESTERN ENTERPRISES INC. FOR THE 2013 4THFEST FIREWORKS PROGRAM IN THE AMOUNT OF \$29,000.

WHEREAS, the City Council of Bedford, Texas desires to include a fireworks display at the annual 4thFest Celebration; and,

WHEREAS, the City Council of Bedford, Texas recognizes that Western Enterprises, Inc. has been the pyrotechnic company for 4thFest for 19 years.

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 contract and authorizes the City Manager to enter into a contract with Western Enterprises in the amount of \$29,000 for the 2013 4thFest Fireworks Program.

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

PASSED AND APPROVED this 9th day of April 2013, 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

Please date, sign, and return this copy. Thank You!
2013 FIREWORKS PRODUCTION CONTRACT

1. This Contract is entered into this _____ day of _____, 20____, by and between **WESTERN ENTERPRISES, INC.**, designated herein as the "**SELLER**", and the **CITY OF BEDFORD**, designated herein as the "**PURCHASER**" for a fireworks production to be held on **JULY 4, 2013**.
2. **SELLER** will secure, prepare and deliver said fireworks as outlined in Pyrotechnic Proposal dated 13 March 2013, or will make necessary substitutions of equal or greater value. **SELLER** will include the services of a Pyrotechnic Operator to take charge of, set up and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applicable.
3. **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material, which might not have ignited. Any such material, found by any person other than the Operator, shall be turned to the Operator for safekeeping or disposal of said material.
4. **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location. **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances. **PURCHASER** also agrees to have a fire truck available on location during the display.
5. A Certificate of Insurance covering the fireworks display will be provided by the **SELLER** upon signing of the contract, for coverage in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** broad form, bodily injury and property damage liability, Statutory Workers Compensation Coverage, Comprehensive Automobile Liability in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** Combined Single Limit. **PURCHASER** agrees to provide a complete list of all Additional Insureds to be named on the certificate.
6. It is agreed and understood that the **PURCHASER** will pay to the **SELLER** the sum of **TWENTY-NINE THOUSAND DOLLARS AND NO/100 (\$29,000.00)** to be paid as follows: **30% (\$8,700.00)** of the purchase price will be paid by **PURCHASER** at the time of signing this contract. The balance of the purchase price will be paid within fifteen (15) days after the date of the display. If payment is made in full by May 15, 2012, a five percent (5%) discount will apply. That discount can be deducted from the total contract price, or the **PURCHASER** may elect to receive that amount of extra pyrotechnic product in lieu of the discount. Unpaid accounts are subject to one percent (1%) interest charge per month after fifteen days.
7. In the event of inclement weather or other adverse conditions, so as to cause postponement of the display it is agreed and understood that **PURCHASER** will notify **SELLER** regarding the postponement date, normally the following night, or at some future date within the calendar year. If the **PURCHASER** will not re-schedule the display within the calendar year, or completely cancels the display, the **PURCHASER** agrees that **SELLER** will retain the thirty percent (**30%**) payment described in paragraph #6 as full payment for cancellation of the display. It is understood and agreed that **SELLER** shall be solely responsible for failure of the performance of the fireworks display for any reason under **SELLERS** control.
8. Witness whereof, we have caused our signatures to be affixed to this Document, on this _____ day of _____, 20_____.

WESTERN ENTERPRISES, INC.
SELLER

CITY OF BEDFORD
PURCHASER

BY: _____
Authorized agent

BY: _____
Authorized agent



Council Agenda Background

PRESENTER: Mirenda McQuagge-Walden,
Managing Director of Community Services

DATE: 04/09/13

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 for one year with the DFW Tejanos Organization for the purpose of conducting practices and games at the Stormie Jones soccer fields.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In 2010, the DFW Tejanos Organization (Club), a select soccer team, requested the use of the game only soccer fields for their practices and games. Typically practice sessions are not allowed on game only fields in order to maintain the condition of the fields. In order to facilitate this request, an agreement was developed between the Club and the City of Bedford which would make the Club responsible for performing the field maintenance in lieu of rental fees. The maintenance includes all of the mowing, chemical application, field marking, and pest control in return for the use of the fields for practices. The Club will also be responsible for the collection of litter after practices and games. Staff estimates an annual savings of approximately \$1,275 in staff time and resources from this agreement.

The agreement has worked extremely well over the past three years and both staff and the Club are pleased with the arrangement. Therefore, there are no proposed changes to the agreement.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a lease agreement for one year with the DFW Tejanos Organization for the purpose of conducting practices and games at the Stormie Jones soccer fields.

FISCAL IMPACT:

\$1,275 savings in staff time and resources in the Parks Division

ATTACHMENTS:

Resolution Agreement

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT FOR ONE YEAR WITH THE DFW TEJANOS ORGANIZATION FOR THE PURPOSE OF CONDUCTING PRACTICES AND GAMES AT THE STORMIE JONES SOCCER FIELDS.

WHEREAS, the City Council of Bedford, Texas determines the necessity to provide the DFW Tejanos Organization the ability to hold soccer practices and games at the Stormie Jones soccer fields; and,

WHEREAS, the City of Bedford Recreation Staff desires to provide supervision of the lease agreement with the DFW Tejanos Organization.

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 for a term of one year with the DFW Tejanos Organization for the purposes of conducting practices and games at the Stormie Jones soccer fields.

SECTION 2. That this resolution shall take effect from and after April 9, 2013.

PASSED AND APPROVED this 9th day of April, 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

THIS LEASE AGREEMENT, made as of the 9th day of April, 2013, by and between the City of Bedford, Texas (herein called "Landlord"), and DFW Tejanos Organization, (herein called "Tenant").

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

Stormie Jones Soccer Fields
2500 Block of Brasher
Bedford, TX 76021

The subject property is herein called the "Leased Premises" or the "Leased Property". The Leased Premises includes the exclusive use of the soccer fields as further described below. Tenant shall use the Leased Premises for soccer practices. No other activities are allowed.

The following, hereto and incorporated herein by reference constitute the provisions of the Lease.

1. GENERAL PROVISIONS

- (a) Landlord's Address: 2000 Forest Ridge Drive
Bedford, TX 76021-1895
- (b) Tenant's Address: PO Box 278
Euless, TX 76039
- (c) The term of the Lease shall commence on the date of its execution and shall expire one (1) year from the date of the execution, (the "Expiration Date). Should Tenant desire to renew the Lease, it shall submit a written request to renew at least sixty (60) days prior to the Expiration Date. If the Tenant does not wish to renew the contract the Tenant shall not have access to the Leased Premises after the Expiration Date. The Landlord shall have sole discretion on whether to renew the Lease. Notwithstanding the foregoing, either the Landlord or Tenant may terminate this Lease, with or without cause, by giving the other party forty-five (45) days written notice.
- (d) During the Lease term, the Tenant shall have access to the Leased Premises Monday- Friday, 5:00pm -9:00pm. Tenant shall provide a schedule each season with times other than those listed that fields will be used. Tenant shall have no right or access to the Leased Premises at any other time unless the Landlord grants consent.

2. TENANT'S PERSONAL PROPERTY

Landlord agrees that storage for any equipment shall be allowed on premises on a limited basis in areas designated by Landlord.

3. Alcohol

No alcoholic beverages will be used, allowed or brought on to leased premises.

4. AFFIRMATIVE COVENANTS OF TENANT

Tenants covenant that they shall:

4.1 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 Landlord harmless from penalties, fines, costs, expenses, or damages resulting from its failure to do so.

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

4.3 give to Landlord prompt notice of any accident or damage occurring on Leased premises.

4.4 have no authority to sublease, or allow the use of, the Leased Premises to any one or any entity, without prior express written consent of the Landlord. To this ends, at the date of execution of this Lease Agreement, the Tenant hereby affirms that it has no sub-lease agreement with any persons or entities, any Sub-Lessee shall be liable for all terms and conditions of this Lease.

5. DAMAGE TO LEASED PREMISES

If the Leased Premises shall be damaged the Tenant shall be held responsible for repairs to Leased Premises. This includes damages to grass (outside of the normal wear and tear for normal use). The tenant agrees to pick up any trash from location at the conclusion of all utilization. The tenant agrees to pay the city for labor should additional cleanup be required.

6. ALTERATIONS

Tenant shall make no changes or structural alterations to Leased Premises without prior written consent from Landlord.

7. Maintenance

The tenant will provide all maintenance to fields during term of lease. This will include mowing, pest control, fertilizing, weed control, lining fields etc. The maintenance provisions are outlined in **Exhibit "A"**. It is the sole responsibility of the Tenant to ensure that the lights at the premises are turned off at the end of each practice session prior to departure.

8. INDEMNIFICATION AND INSURANCE RIGHTS

A. Tenant shall indemnify Landlord and its agents, elected officials, officers, and 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 cost, 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 or 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 Commercial Liability Insurance, in the name of the Tenant and name of Landlord as additional insured against any liability for injury to or death or persons resulting from any occurrence in or about the Lease Premises and for the 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,

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

True copies of said policies or certificates thereof showing the premium thereunto have been paid shall be delivered to Landlord upon execution of the Lease Agreement. If tenant fails to procure and keep in force such insurance, Tenant shall not be allowed to operate on Leased Premises.

9. LANDLORDS ACCESS TO LEASED PREMISES

At all times the Landlord shall have access to the Leased Premises for the purpose of site assessment, maintenance, repairs or any other reason deemed appropriate by Landlord. Landlord agrees to use all reasonable efforts to not interfere with Tenants use of the Leased Premises.

10. 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 held.

11. NOTICES

All notices, requests, consents and other communications required or permitted under this lease shall be in writing (including telex, facsimile and telegraph 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: Eric Valdez
Recreation Manager
2000 Forest Ridge Drive
Bedford, Texas 76021-1895

If to Tenant: DFW Tejanos Organization
PO Box 279
Euless, TX 76039

12. VENUE

Landlord Tenant agrees to venue in Tarrant County, Texas

Executed the _____ day of _____, 2013

Landlord: City of Bedford

By: _____
Beverly Griffith
City of Bedford

Tenant: DFW Tejanos Organization

By: _____

Exhibit "A"

Mowing

The mowing of all fields shall include the mowing and trimming of all grass and vegetation within each area. The Tenant or the Contractor, prior to mowing, will remove all debris. The debris shredded by Tenant or the Contractor larger than one inch will be removed. Trimming around trees or fences will be performed by the Tenant or the Contractor using mechanical devices and/or hand labor. These areas may also be treated by chemical application but it shall not exceed 12" in width. Excess clippings shall be disposed of properly and not be blown into streets and roadways. The fields will be mowed a minimum of four (4) times a month or once a week and grass will be kept at a height of no more than two inches.

The Tenant shall conduct or supervise all mowing operations described in the Contract "Specifications" and the expense of all such operations shall belong to the Tenant.

The Tenant or the Contractor shall provide their own equipment, labor, fuel and other materials necessary to complete the required work. The Tenant or the Contractor shall be responsible for the maintenance and repair of their own equipment and the availability, presence and supervision of their employees.

The City of Bedford requires the Tenant and or the Contractor to supply a competent and experienced supervisor with each work group at all times. The supervisor may be a working supervisor operating a mower or other piece of equipment.

Other Maintenance

The Tenant is responsible for all weed control, pest control, fertilization and field marking.

Keys

Two (2) sets of keys will be issued seasonally only to the Tenant. At the conclusion of each season, the keys will be returned to the Bedford Parks and Recreation Department. A \$50.00 fee will be assessed for the replacement of lost or not returned keys. A new signature, by the Representative of the Tenant, will be required to check out keys for the new season.

Lights

It is the responsibility of the Tenant to insure that lights are turned off at the end of each practice session prior to departure from the fields.

Trash

All trash left on the ground by visitors or players shall be picked up and placed in the trash containers at the end of each session.

Restrooms

The restrooms will be maintained by the City of Bedford. The City will address any issue as quickly as possible. If the issue is such as “there is no toilet tissue in one of the stalls” the problem may be resolved the following day. No water, backed up plumbing, and similar items will be handled immediately.

All Issues Contact

Any questions regarding these specifications may be directed to Don Henderson, Parks Superintendent at (817) 952-2308 or (817) 713-0582.



Council Agenda Background

PRESENTER: Mirenda McQuagge-Walden,
Managing Director of Community Services

DATE: 04/09/13

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 for one year with the Tri-Cities Baseball Association for the purposes of having league games and practice at both the Boys Ranch Park and the Meadowpark Athletic Complex.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Tri-Cities Baseball has utilized the baseball fields at both the Boys Ranch Park and the Meadowpark Athletic Complex for many years. Tri-Cities baseball provides a schedule before the beginning of each season. Tri-Cities Baseball also requests the use of the Meadowpark Athletic Complex on Saturday mornings for practice during the season. Each year, over 180 games are scheduled to be played on City of Bedford baseball fields. Per the contract, the City will prepare all fields including the mowing, field lining, weed control, fertilization, and irrigation. The City will also maintain all backstops, fences, gates, scoreboards and lighting.

Tri-Cities will be responsible for the provision of bases and any related equipment necessary for play, as well as the collection of litter after the games around the bleachers, dugouts and concession stand. Per the lease agreement, each season Tri-Cities will pay the City \$7.50 per player that is a City of Bedford participant. Also included in the agreement are provisions for Tri-Cities to operate the concession stand and, in return, they agree to remit to the City 5% of their gross sales. Last year, Tri-Cities remitted to the City a total of \$4,327.50. This amount accounts for the 577 athletes that took part in both the fall and spring baseball leagues combined.

There are no proposed changes to the agreement.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a lease agreement for one year with the Tri-Cities Baseball Association for the purposes of having league games and practice at both Boys the Ranch Park and the Meadowpark Athletic Complex.

FISCAL IMPACT:

General Fund Revenue – Approximately
\$4,327.50

ATTACHMENTS:

Resolution
Agreement

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT FOR ONE YEAR WITH THE TRI-CITIES BASEBALL ASSOCIATION FOR THE PURPOSES OF HAVING LEAGUE GAMES AND PRACTICE AT BOTH THE BOYS RANCH PARK AND THE MEADOWPARK ATHLETIC COMPLEX.

WHEREAS, the City Council of Bedford, Texas determines the necessity to enter into a lease agreement for one year with Tri-Cities Baseball Association for the purpose of having league games and practice at both the Boys Ranch Park and the Meadowpark Athletic Complex; and,

WHEREAS, the City Council of Bedford, Texas desires to provide supervision of the lease agreement with Tri-Cities Baseball so as to be responsive to the needs of the community.

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

SECTION 1. That the City Council does hereby authorize the City Manager to enter into a lease agreement for one year with Tri-Cities Baseball Association for the purpose of having league games, and practice at both the Boys Ranch Park and the Meadowpark Athletic Complex.

SECTION 2. That this resolution shall take effect from and after April 9, 2013

PASSED AND APPROVED this 9th day of April 2013, 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

THIS LEASE AGREEMENT, made as of the 9th day of April 2013, by and between the City of Bedford, Texas (herein called "Landlord"), and Tri-Cities Baseball Association, (herein called "Tenant").

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

Boys Ranch Park Baseball Fields
2801 Forest Ridge Dr.
Bedford, TX 76021

Meadowpark Athletic Complex
3200 Meadowpark
Bedford, TX 76021

The subject property is herein called the "Leased Premises" or the "Leased Property". The Leased Premises includes the exclusive use of the baseball fields as further described below. Tenant shall use the Leased Premises for games only. No other activities are allowed.

The following, hereto and incorporated herein by reference constitute the provisions of the Lease.

1. GENERAL PROVISIONS

- (a) Landlord's Address: 2000 Forest Ridge Drive
Bedford, TX 76021-1895
- (b) Tenant's Address: PO Box 274
Hurst, TX 76053
- (c) The term of the Lease shall commence on the date of its execution and shall expire one (1) year from the date of the execution, (the "Expiration Date). Should Tenant desire to renew the Lease, it shall submit a written request to renew at least sixty (60) days prior to the Expiration Date. If the Tenant does not wish to renew the contract the Tenant shall not have access to the Leased Premises after the Expiration Date. The Landlord shall have sole discretion on whether to renew the Lease. Notwithstanding the foregoing, either the Landlord or Tenant may terminate this Lease, with or without cause, by giving the other party forty-five (45) days written notice.
- (d) During the Lease term, the Tenant shall have access to the Leased Premises for all games as outlined in the leagues season schedule. The league schedule will be provided to Landlord at least 14 days prior to the start of each season. The Tenant shall also have access to the Meadowpark Athletic Complex for practice on Saturday mornings during the season. Tenant shall have no right or access to the Leased Premises at any other time unless the Landlord grants written consent. All requests for use of the Leased Premises other than times outlined in lease must be

made to Landlord in writing a minimum of two (2) weeks prior to the event date.

- (e) Tenant shall pay the Landlord \$7.50 per City of Bedford participant, per league, per season for use of the baseball fields. Rosters of league participants will be required to be remitted with the payment. The tenant shall also pay 5% of gross concession sales.
- (f) The Landlord requires that the Tenant will ensure all coaches be certified by the National Youth Sports Coaches Association training program.
- (g) The Landlord has sole authority on decisions regarding field playability; this includes calls regarding weather, maintenance issues or other unforeseen circumstances.

2. TENANT'S PERSONAL PROPERTY

Landlord agrees that storage for any equipment be allowed on premises in designated areas.

3. AFFIRMATIVE COVENANTS OF TENANT

Tenants covenant that they shall:

3.1 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 Landlord harmless from penalties, fines, costs, expenses, or damages resulting from its failure to do so.

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

3.3 give to Landlord prompt notice of any accident or damage occurring on Leased premises.

3.4 have no authority to sublease, or allow the use of, the Leased Premises to any one or any entity, without 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 agreement with any persons or entities, any Sub-Lessee shall be liable for all terms and conditions of this Lease.

4. DAMAGE TO LEASED PREMISES

If the Leased Premises shall be damaged the Tenant shall be held responsible for repairs to Leased Premises. This includes damages to grass (outside of the normal wear and tear for normal use). The tenant agrees to pick up any trash from location at the conclusion of all utilization. The tenant agrees to pay the city for labor should additional cleanup be required.

5. ALTERATIONS

Tenant shall make no changes or structural alterations to Leased Premises without prior written consent from Landlord.

6. Maintenance

6.1 the Tenant agrees to provide bases and related equipment necessary for play, provide officials, assume responsibility of all litter inclusive of the playing area, dugouts, fences, bleachers and concession area at the end of each game day.

6.2 the Landlord agrees to prepare all fields, including mowing of infield and outfield, lining fields, weed control, fertilizing and irrigation. The Landlord will also maintain all backstops, fences, gates, scoreboards and lighting.

7. ALCOHOL

No alcoholic beverages will be used, allowed or brought on to leased premises.

8. INDEMNIFICATION AND INSURANCE RIGHTS

A. Tenant shall indemnify Landlord and its agents, elected officials, officers, and 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 cost, 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 or 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 Commercial Liability Insurance, in the name of the Tenant and name of Landlord as additional insured against any liability for injury to or death or persons resulting from any occurrence in or about the Lease Premises and for the 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,

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

True copies of said policies or certificates thereof showing the premium thereunto have been paid shall be delivered to Landlord upon execution of the Lease Agreement. If tenant fails to procure and keep in force such insurance, Tenant shall not be allowed to operate on Leased Premises.

9. LANDLORDS ACCESS TO LEASED PREMISES

At all times the Landlord shall have access to the Leased Premises for the purpose of site assessment, maintenance, repairs or any other reason deemed appropriate by Landlord. Landlord agrees to use all reasonable efforts to not interfere with Tenants use of the Leased Premises.

10. 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 held.

11. NOTICES

All notices, requests, consents and other communications required or permitted under this lease shall be in writing (including telex, facsimile and telegraph 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: Eric Valdez,
Recreation Manager
2000 Forest Ridge Drive
Bedford, Texas 76021-1895

If to Tenant: Tri-Cities Baseball Association
PO Box 274
Hurst, TX 76053

12. VENUE

Landlord Tenant agrees to venue in Tarrant County, Texas

Executed the _____ day of _____, 2013

Landlord: City of Bedford

By: _____
Beverly Griffith
City of Bedford

Tenant: Tri-Cities Baseball Organization

By: _____



Council Agenda Background

PRESENTER: Maria Redburn, Library Manager

DATE: 04/09/13

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

ITEM:

Consider a resolution authorizing the City Manager to expend funds for an annual payment in the amount of \$36,300 for the renewal of the extended maintenance and technical support agreement with Innovative Interfaces, Inc.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Innovative Interfaces, Inc. (III) extended maintenance agreement is an annual hardware and technical support contract for the III equipment that supports the Bedford Public Library's integrated library system. Funding for the annual payment was approved in the FY 2012/2013 budget. The one-year renewal agreement covers a period from 01/01/2013 through 12/31/2013, with one annual payment.

Library staff has been in negotiations with Innovative Interfaces since December 2012 to try and lower the costs of maintenance. Innovative Interfaces has the ability to increase annual maintenance costs by 5%. The original contract cost proposed was \$40,032 which is a 4.687% increase. By reviewing current modules, the Library is eliminating the serials module to reduce overall cost of annual maintenance. The Library has significantly reduced the number of magazines carried and no longer checks them out so tracking individual issues is not as important.

A total of \$39,390 dollars was budgeted for this line item. By deleting the serials module, there will be a savings of \$3,090. The final contract amount is \$36,300.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to expend funds for an annual payment in the amount of \$36,300 for the renewal of the extended maintenance and technical support agreement with Innovative Interfaces, Inc.

FISCAL IMPACT:

\$36,300 from the General Fund.

ATTACHMENTS:

Resolution Agreement

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXPEND FUNDS FOR AN ANNUAL PAYMENT IN THE AMOUNT OF \$36,300 FOR THE RENEWAL OF THE EXTENDED MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT WITH INNOVATIVE INTERFACES, INC.

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

WHEREAS, the City Council of Bedford, Texas approved funds for such software maintenance in the FY 2012/2013 budget.

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

PASSED AND APPROVED this 9th day of April 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

HARDWARE AND SOFTWARE MAINTENANCE AGREEMENT

- a) This Maintenance Agreement will cover all licensed Millennium Software and central site hardware ("Hardware").
- b) Maintenance of peripheral hardware purchased from Innovative Interfaces is the responsibility of the Library.
- c) The term of this Agreement is for the period **January 1, 2013 through December 31, 2013 at \$36,300** per annum¹, in advance. Credit card payments are subject to a 3.5% fee for any invoices over \$2,000.
- d) Future maintenance charges may be subject to a price increase, which amount is not to exceed five (5%) percent per year of the yearly maintenance amount.
- e) The Library must provide direct network Internet access to the System; this would also apply to firewalls, etc. Innovative requires such access to correct Software bugs and carry out modifications to the System for the purpose of maintaining the System. Innovative Interfaces will be responsible for all corrections at Innovative Interfaces' expense.
- f) Innovative Interfaces will provide the Library with new releases of the licensed Software modules so long as the Hardware and operating system used for the System is sufficient and/or compatible for the load and operation of such new release. If the Hardware or operating system is deemed not to be sufficient for installation of the new release, then the Library shall be responsible for the cost of new Hardware or operating system as may be required. If the Library declines to upgrade its Hardware or operating system to accommodate the upgrade to the licensed software, then the Library shall remain at its then current software release. For the purpose of this document, the term "new release" shall mean improvements in already licensed Software modules.
- g) If the Library adds any additional Innovative Interfaces Software modules to the System after the initial installation, the maintenance services shall be extended to cover the additional Software. The maintenance charges for such Software shall be based upon Innovative Interfaces' then-current maintenance rates. The additional cost of coverage for the additional Software shall be added to the annual maintenance amount.
- h) Innovative Interfaces will provide services 24 hours a day, 7 days a week. Innovative Interfaces will make its best efforts to return calls within 2 hours of receipt and repair Software within 48 hours of notice, excluding weekends and holidays.
- i) The Library agrees, to take reasonable care of the Hardware and not permit persons other than authorized representatives of Innovative Interfaces, Inc. to effect adjustments or repairs to the Hardware. The Library agrees that for Hardware supplied by Innovative Interfaces, the Library shall accept parts shipments for all plug-in or screw-in components. The shipping costs on returned RMA (returned merchandise authorization) Hardware will be the responsibility of the Library, except for the CPU and RAID, which will be the responsibility of Innovative Interfaces.
- j) Any services provided due to Library supplied equipment failure, where such equipment was not purchased from Innovative Interfaces, and over which Innovative Interfaces has no direct control, shall be billable at Innovative Interfaces' then current maintenance rates.
- k) This Maintenance Services agreement does not include repair services or replacement parts due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other cause originating by reason of other than normal operation of the Hardware, or Library's negligence or misuse of the Hardware.
- l) The Software shall be operated as the exclusive application on the purchased Hardware
- m) If the Library decides to cancel the Agreement, Innovative Interfaces must be notified 90 days prior to the annual renewal date.

BEDFORD PUBLIC LIBRARY
[BEDPL]

By: _____

Name:

Title:

Date: _____

INNOVATIVE INTERFACES, INC.

By: 
Name: Cristina Fernandes
Title: Invoicing Specialist
Date: March 19, 2013

¹ This amount is excluded of taxes. The Library will be responsible for all applicable taxes.



Council Agenda Background

PRESENTER: Roy Turner, Council Member

DATE: 04/09/13

Council Request

ITEM:

Discussion regarding the Council providing lunch for the Clean Up Bedford Day volunteers on Saturday, April 22, 2013. **This item requested by Councilmember Turner

City Manager Review: _____

DISCUSSION:

Councilmember Turner requested that this item be placed on the agenda for discussion.

ATTACHMENTS:

Letter of Request

From: Turner, Roy
Sent: Tuesday, April 02, 2013 2:47 AM
To: Wells, Michael
Subject: RE: Agendas

Michael, please put on the agenda for Council meeting Tuesday. April 9,2013 an item to discuss Clean Up Bedford Day on April 22, 2013 concerning the Council providing lunch at Meadowpark for the volunteers.