

AGENDA

**Regular Meeting of the Bedford City Council
Tuesday, January 8, 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.
- Presentation by Robert Hinkle and Lara Kohl, NTE, regarding the S.H. 183 expansion.

EXECUTIVE SESSION

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

- a) Section 551.071, consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter re: Allied Waste Contract.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block A, Lot 1A, Bedford Plaza Addition.
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block, Lot 2 Stonegate Shopping Center Addition, Block, Lot D Shady Oaks East Addition, and Bedford Forum Addition.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Pastor Dan Mendoza, Oasis Community Worship Center)

PLEDGE OF ALLEGIANCE

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. **Announcement of Holiday Decorating Contest Winners.**

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:
 - a) December 11, 2012 regular meeting

PERSONS TO BE HEARD

3. The following individual has requested to speak to the Council tonight under Persons to be Heard.
 - a) Doug Deere, 2008 Memphis Drive, Bedford, Texas 76021 – Requested to speak to the Council regarding lowering the speed limit to 20 MPH or installing speed bumps on Memphis Drive.

NEW BUSINESS

4. Public hearing and consider an ordinance to rezone the property known as Tract 1, Abstract 1537, Garrett Teeter Survey, 3901 Central Drive, Bedford, Texas from Planned Unit Development (PUD), Medium-Density Single-Family Attached District (MD-4) to Planned Unit Development (PUD), Medium-Density Residential – Single-Family Detached District (MD-3). The property is generally located south of Cheek Sparger Road and west of Central Drive. (Z-226)
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 217 Harwood Road, Suite 222, Bedford, Texas, specifically for the operation of a Children's Day Care Center (Brighter Horizons Academy) from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Children's Day Care Centers. The property is generally located north of Harwood Road and west of Brown Trail. (Z-232)
6. Consider an ordinance amending Chapter 18 – Animals of the City of Bedford Code of Ordinances by repealing it in its entirety and replacing it with a new Chapter 18 – Animals; providing a penalty clause; providing a severability clause; and declaring an effective date.
7. Consider a resolution authorizing the City Manager to enter into the second year of a three year contract with B&B Wrecker Services, Inc. to provide towing for City initiated tows.
8. Consider a resolution authorizing the City Manager to renew a lease agreement with ONSTAGE relative to the Trinity Arts Theater located within the Bedford Boys Ranch Park.
9. Consider a resolution of the City Council of the City of Bedford, Texas approving an amendment to the Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with Pappas Restaurants Inc.
10. 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
11. Council member reports
12. City Manager/Staff Reports

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

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

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, January 4, 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: Robert Hinkle, NTE
Lara Kohl, NTE

DATE: 01/08/13

Staff Report

ITEM:

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

City Manager Review: _____

DISCUSSION:

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

ATTACHMENTS:

N/A



Council Agenda Background

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

DATE: 01/08/13

Council Recognition

ITEM:

Announcement of Holiday Decorating Contest Winners.

City Manager Review: _____

DISCUSSION:

The top three places in the Holiday Decorating Contest will be announced as well as the first place Homeowners Association or Neighborhood. In addition, the City Council will announce their favorite location.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 01/08/13

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) December 11, 2012 regular meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

December 11, 2012 regular meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:30 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 11th day of December, 2012 with the following members present:

Jim Griffin	Mayor
Chris Brown	Councilmembers
Jim Davisson	
Patricia Nolan	
Sherri Olsen	
Roy W. Turner	

constituting a quorum.

Councilmember Boyter was absent from tonight's meeting.

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Chuck Carlisle	Contract Services Manager
Roger Gibson	Police Chief
Mirenda McQuagge-Walden	Managing Director of Community Services
Jacquelyn Reyff	Planning Manager
Bill Shelton	Public Works Supervisor
Bill Syblon	Development Director

WORK SESSION

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

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

Council discussed placing the following items on consent: 1, 5 with the amendment appointing Dawn Orr in Place 4 - Animal Welfare Organization on the Animal Shelter Advisory Board, 6, 7, 8, 9, 10 and 12.

Contract Services Manager Chuck Carlisle presented information on Item #7. This is for an agreement with Harrison, Walker and Harper (HWH) to replace the roof and siding at the BRAC. The roof is 30 years old. The problem with the siding is that there is no vapor barrier protecting the interior of the building. It is beginning to peel away and there are no seals around the windows. In response to questions from Council, Brad Archer of HWH stated that it would take approximately three weeks to get the materials and between three and four weeks to finish the work. He stated that HWH would accommodate the City's schedule in regards to interrupting the use of the BRAC. The warranty for the roof is 20 years. This project was included in the 5 Year CIP and funded out of 2011 Facility Maintenance Certificates of Obligation.

Public Works Supervisor Bill Shelton presented information on Item #9. He stated that there are two locations in the base bid. The crossings are in the far northwest corner of the City at Paint Brush Lane/Rustic Woods Drive and Paint Brush Lane/Oleander Court.

In response to a question from Council regarding Item # 10, City Manager Beverly Griffith stated that this is the same type of lease agreement the City would enter into with any organization that wanted to rent space.

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

Wes and Diane Higdon of 6Stones Mission Network presented information on the Community Powered Revitalization Program's 2012 Fall Blitz. Seven houses were completed in Bedford, including a couple of big houses. They presented before and after pictures of the houses that were worked on as part of the Blitz. They stated that there were a lot of things happening besides what was being shown including by Tarrant County. The neatest thing for the City is that this project is done at 1/10 of the cost than for the City to have it done. They stated it takes between three and four months to get everything taken care of as far as selecting houses and getting the work set up. The Higdon's also presented information regarding the 6Stones Night of Wonder. There are parties at all 19 schools in the School District including seven the night before. 2,900 children across the District were able to receive gifts. They stated it means a lot to the volunteers for City leaders to recognize what they are doing.

Scott Sheppard of 6Stones stated that the Community Garden was submitted for a state wide award. There is a preliminary agreement for Atmos Energy to work on houses in the spring after the Spring Blitz. Representative Kenny Marchant submitted the CPR Program into the United States Congressional Record and a plaque is being presented to all three cities.

Mayor Griffin adjourned the Work Session at 5:53 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) Section 551.071, consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter re: Allied Waste Contract.**
- b) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments.**
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lots 1D and 1E, Shops at Central Park.**
- d) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1 Lot 4 Cimarron Plaza Addition.**
- e) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block, Lot 2 Stonegate Shopping Center Addition, Block, Lot D Shady Oaks East Addition, and Bedford Forum Addition.**

Council convened into Executive Session pursuant to Texas Government Code Section 551.071, consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter re: Allied Waste Contract, Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments, Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lots 1D and 1E, Shops at Central Park, Section 551.087, deliberation regarding economic development negotiations relative to Block 1 Lot 4 Cimarron Plaza Addition and Section 551.087, deliberation regarding economic development negotiations relative to Block, Lot 2 Stonegate Shopping Center Addition, Block, Lot D Shady Oaks East Addition, and Bedford Forum Addition at 5:57 p.m.

Council reconvened from Executive Session at 6:36 p.m. Council did not finish the Executive Session and will convene again at the end of the meeting.

Council convened into Executive Session at 7:14 p.m.

Council reconvened from Executive Session at 8:15 p.m. Any necessary action to be taken as a result of the Executive Session will occur during the Regular Session of the Bedford City Council Meeting.

REGULAR SESSION 6:30 P.M.

The Regular Session began at 6:40 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order. He stated that Councilmember Boyter was ill and unable to attend tonight's meeting.

INVOCATION (Pastor Tyler Downing, Woodland Heights Baptist Church)

Pastor Tyler Downing of Woodland Heights Baptist Church gave tonight's invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

OPEN FORUM

Nobody chose to speak under tonight's Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Turner, seconded by Councilmember Davisson, to approve the following items by consent: 1, 5 with the amendment discussed previously, 6, 7, 8, 9, 10, 11 and 12.

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

APPROVAL OF THE MINUTES

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

This item was approved by consent.

PERSONS TO BE HEARD

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

Connie Ziegler Stout, 1309 Autumn Chase Square – Ms. Ziegler Stout stated that she has lived her for 20 years and she frequently volunteers at the Shelter. She has fostered cats for the Shelter, worked with rescue groups to find them homes and works with the Shelter on placing cats and dogs for adoption. She stated that expectations for shelters are increasing every day including increased transparency. Euthanasia is becoming unacceptable as a way to solve overcrowding. One of the hallmarks of an animal-friendly city is moving towards low-kill or no-kill policies. Across the metroplex and Texas, there are many cities that have made great strides in improving policies as well as finding creative ways to implement ideas and programs to lower animal intake and increase adoptions. These include neuter, trap-neuter-return, foster and volunteer programs, bringing animals to city events and using public relations to market animals and the shelter. She stated that there are many things that Bedford could do

now to improve adoption rates at little or no cost. She commended the \$35.00 adoption special in December. She stated that increasing public awareness of the Shelter should be an immediate goal including through the Bedford Connection, the water bill and a better sign for Shelter. She stated the key to improving the Shelter is to implement policies that help staff becoming more engaged and proactive about finding new and alternative ways to place adoptable animals. She felt that current policies may hinder placing animals and make it hard for staff to find solutions. These include not allowing volunteers to assist with offsite adoptions and recently stopping the foster program. She mentioned an incident where a resident wanted to foster an animal when the Shelter was full but it was requested they pay for a permit. She asked that Council make animal welfare a higher priority with the City staff and encouraged the Shelter to look at these policies so as to seek opportunities for improvement on finding ways to increase animal adoptions and a community awareness of the Shelter. She stated that a progressive, well-informed approach to animal welfare will give the City the positive image it desires. As the Shelter makes improvements and it receives recognition, it will help employee morale and is much better for the animals. She asked the City to be proactive to avoid euthanasia and to get animals into good homes. She asked the Council and staff to visit the Shelter to learn more about it and the animals, as well as to partner with the Shelter, volunteers and the community to find more solutions to adopting out more animals.

Council discussed considering those programs mentioned by Ms. Ziegler Stout in January. It was stated that NTE has agreed to put up a temporary sign for the Shelter and a permanent one once construction was completed. There was discussion on Council meeting with each Board and Commission in January to speak about goals and to set a more collaborative tone.

NEW BUSINESS

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

Planning Manager Jacquelyn Reyff presented information regarding this ordinance. The business is located at 510 Harwood Road, Suite I in the Harwood Village shopping center. The public hearing was advertised in the November 13, 2012 edition of the Star-Telegram. The applicant is proposing to hold monthly or bi-monthly auctions at this location using their 8,000 square foot in-line retail store. The current hours of operation are Tuesday through Saturday from 10:00 a.m. to 7:00 p.m. and Sundays from 10:00 a.m. to 5:00 p.m. The proposed hours for the auction are Saturdays from 6:30 p.m. to 10:30 p.m. The Comprehensive Plan indicates the location to be commercial and therefore the use of an auction barn would not be in conflict with the Plan. Ms. Reyff stated that the applicant does not want an auction barn but just the ability to hold auctions at their store. The Planning and Zoning Commission approved this item at their November 8, 2012 meeting by a vote of 6-1-0 with the stipulation that the specific use permit be linked to the business name Gallery 70 Two and not to the address.

Mayor Griffin opened the public hearing at 6:55 p.m.

Nobody chose to speak at tonight's public hearing.

Mayor Griffin closed the public hearing at 6:55 p.m.

In response to a question from Council, Debbie Zubillaga, 4141 Mapleridge Drive, Grapevine stated that initially they will hold auctions monthly towards the end of each month. They will advertise on AuctionZip, local papers, Craigslist and local venues. They will also have an email list.

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

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

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

Ms. Reyff presented information regarding this ordinance. This is to rezone two parcels of property from R-75 Single Family Residential to Heavy Commercial. The applicant is DHR Engineering and they will be scheduled for a re-plat at a later date and will utilize the address of 929 North Industrial Boulevard. This public hearing was published in the November 13, 2012 edition of the Star-Telegram. All the set-back requirements are met by the site plan. 16 parking spaces are required and the applicant is providing 16 spaces. One handicap space is required and one space is being provided. There is one existing point of ingress and egress off of Industrial Boulevard. The drive-through provides for three stacking spaces, which complies with the Zoning Ordinance. In regards to landscaping, 20% of the property is required to be landscaped and this is being provided. Further, 40% of that 20% must be in the front yard and that is being provided. After discussion with staff regarding the elevations, the applicant has provided brick, metal and stone materials. Staff has worked with the applicant to represent the building to reflect a concept that is appealing to the corridor. The Comprehensive Plan shows this location to be commercial so the use of a new restaurant does not conflict with the Plan. The Planning and Zoning Commission approved this item at their November 8, 2012 meeting by a vote of 7-0-0. In answer to a question from Council, Ms. Reyff stated that the fence between the back of the restaurant and the residential neighborhood will be masonry and there will be a 10-foot landscaping buffer as well.

Mayor Griffin opened the public hearing at 7:01 p.m.

Nobody chose to speak at tonight's public hearing.

Mayor Griffin closed the public hearing at 7:01 p.m.

In response to questions from Council regarding the timing on the project, Ngozye Musenda with DHR Engineering, 320 Decker Drive, Irving stated that there have been some issues with utilities and driveway configurations as well as the normal process for planning requirements. The last piece is with TxDOT and the driveway spacing. They hope to get that resolved by next week and they should be submitting plans before Christmas. They should break ground by the end of January or the beginning of February.

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

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

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

This item was approved as amended by consent.

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

This item was approved by consent.

7. Consider a resolution authorizing the City Manger to enter into a contract with Harrison,

Walker and Harper (HWH) to replace aging roof, siding and seal windows at the Boys Ranch Activity Center for \$216,874.

This item was approved by consent.

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

This item was approved by consent.

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

This item was approved by consent.

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

This item was approved by consent.

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

This item was approved by consent.

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

This item was approved by consent.

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

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

No report was given.

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

Councilmember Olsen reported that the ordinance combining in the Animal Control and Animal Shelter Advisory Boards will be ready for presentation to Council on January 8. There may be a need to postpone the Board meeting scheduled for January 3. The discounted adoption rate has made a huge difference.

- ✓ **Beautification Commission – Councilmember Turner**

Councilmember Turner stated that the Commission has not met yet. They were unable to meet in November due to a lack of quorum and therefore were not able to cancel their December meeting.

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

Councilmember Boyter was absent from tonight's meeting.

- ✓ **Cultural Commission - Councilmember Nolan**

No report was given.

✓ **Library Board – Councilmember Brown**

No report was given.

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

Councilmember Davisson reported that the Board met last week and the dog park is going before the HEB ISD School Board tonight. It is a given that Oncor will approve it as well and that it should be brought before the Council after the first of the year.

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

Councilmember Turner reported that the Senior Center had a very successive holiday luncheon and that everybody missed Mr. Roy Savage.

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

Councilmember Olsen reported that the Board met last Thursday and they are gearing up for January when they will be discussing the banquet and scholarships. At their meeting on January 3, they will be appointing officers and subcommittees.

14. Council member reports

The Council discussed getting together to look at the houses registered in the City's Christmas decoration contest and choosing a Council award winner. Council agreed to meet at 6:30 p.m. on Thursday, December 20.

15. City Manager/Staff Reports

City Manager Beverly Griffith wished everybody a Merry Christmas.

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

Item #11 was approved during the Regular Session.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 8:18 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: See below

DATE: 01/08/13

Persons to be Heard

ITEM:

- a) Doug Deere, 2008 Memphis Drive, Bedford, Texas 76021 – Requested to speak to the Council regarding lowering the speed limit to 20 MPH or installing speed bumps on Memphis Drive.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letter of Request

From: Doug Deere [REDACTED]
Sent: Tuesday, December 18, 2012 11:37 AM
To: Wells, Michael
Cc: Doug Deere
Subject: Request to address city council....

Mr. Wells, I would like to address the city council on January 8th, if possible. I would like to talk to them about the possibility of getting 20 MPH street signs, or speed bumps, put on Memphis Drive. We have many young children playing on our sidewalks, etc, and the cars choose their own speed when they come down the street. It is a major thoroughfare during school times, as well.

Thank you,

Doug Deere
2008 Memphis Drive
Bedford, TX



Council Agenda Background

PRESENTER: Jacquelyn Reyff, Planning Manager

DATE: 01/08/13

Council Mission Area: Foster economic growth.

ITEM:

Public hearing and consider an ordinance to rezone the property known as Tract 1, Abstract 1537, Garrett Teeter Survey, 3901 Central Drive, Bedford, Texas; from Planned Unit Development (PUD), Medium-Density Single-Family Attached District (MD-4) to Planned Unit Development (PUD), Medium-Density Residential – Single-Family Detached District (MD-3). The property is generally located south of Cheek Sparger Road and west of Central Drive. (Z-226)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The applicant is requesting to rezone the property located at 3901 Central Drive from PUD (MD-4) Medium-Density Single-Family Attached District, to PUD (MD-3), Medium-Density Residential – Single-Family Detached District for the construction of 40 detached single-family homes.

This site has seen numerous proposals over the years and the topography of the site makes it an interesting and challenging piece of land to develop. Towards the west and north sides of the property is a 100-year flood plain, which includes a 40-foot drainage easement. The property was rezoned from S, Service Commercial to PUD (MD-4) in late 2006. This property was platted and approved by the Planning and Zoning Commission but not filed with Tarrant County after the rezoning. The approved development was never built.

With the MD-3 Zoning, the units per acre decreases from 8.43 to 4.95, and the total number of units drop from 68 to 40. Therefore, the proposed development is less dense.

Specific design standards exist for developments in the MD-3 zoning. According to the Concept Plan and elevations submitted by the applicant, the intent of the MD-3 zoning designation would be met. The average lot size in MD-3 zoning is required to be not less than 4,000 SF and the applicant is proposing lots between 4,000 SF, to 5,500 SF with lot widths between 40 to 55 feet.

The MD-3 zoning district also permits zero-lot lines; however, this applicant has chosen to include side yards on both sides measuring two feet on one side and eight feet on the other. This allows for the development to maintain a minimum 10-foot separation between dwelling units. Where the lot sides have two foot side yards, the homes will each have two-hour fire rated separations.

The MD-3 zoning allows a minimum floor area to be not less than 1,250 SF. On the Site Plan the applicant included the minimum floor area (or the air-conditioned space) to be not less than 1,600 SF in size.

As required by ordinance, each unit will have two parking spaces for a total of 80 spaces. Ingress and egress will be along Central Drive with two points, one near Cheek Sparger Road and one further south on Central Drive.

The streets within the development are to be public streets, which will make them owned and maintained by the City of Bedford. According to the applicant, there is a proposed traffic circle being designed by the City of Colleyville at the intersection of Cheek Sparger Road and Central

Drive, which should not impact this development.

This development is exempt from the six-foot solid fence required by the MD-3 Zoning Ordinance as it is not necessary due to the expansive drainage easements already existing in both locations. These drainage areas act as a natural screening barrier between the differently zoned properties and a solid screening fence could have a negative effect on the flood plain.

The lot coverage numbers meet the required percentages per the City of Bedford Zoning Ordinance.

As required by ordinance, 30% of each lot must be landscaped and the applicant meets this requirement. Of that 30% landscaping requirement, 40% is must be in the front yard. Again, the applicant meets this requirement.

The applicant will provide 40 trees, one for each individual lot in the front yard. The eastern frontage along Central Drive will be heavily landscaped with numerous trees and shrubs. All the lawn areas will have Bermuda hydromulch.

The applicant has indicated while there are existing trees currently on-site. In order to prepare the site for development, those trees will have to be removed and therefore no credits towards reduced landscaping may be achieved for preserving trees.

The landscaping will be installed and maintained in accordance with Section 5.6.F. per the Zoning Ordinance.

Sidewalks are shown on the Landscape Plan to be five feet wide and of concrete with broom finish.

The visibility triangles for the street corners are required to be 7' x 60' and all visibility triangles proposed, except on Street C, are protected by the plan.

The site will be irrigated by an automatic, underground irrigation system, complete with rain and freeze sensor, designed and installed by a licensed Texas irrigator. The irrigation design will be completed at the time of permitting.

Requested Variances under the PUD from MD-3 and other Standards

The applicant is proposing the following variances from the Zoning Ordinance:

1. A 15' x 15' visibility triangle off Street C as indicated on the Site Plan. The standard per the City's Ordinances is a sight visibility triangle of 25' x 25'.
2. A 2' side yard access/maintenance easement onto the adjoining property. The easement will allow for 8' of available side yard to be located entirely on one side of the house.
3. To allow for each street in the development to have a 31' right-of-way with a 9.5' utility easement adjacent to the right-of-way on each side of the street.
4. No solid fence or visual barrier at least six feet in height along the property lines on the south and west due to the flood plain.

At the time of platting, issues related to engineering and drainage for the proposed subdivision will be required to meet City of Bedford Code of Ordinances.

The Comprehensive Plan indicates 3901 Central Drive to be residential and therefore, the use of proposed medium-density residentially zoned properties would not conflict with the Comprehensive Plan.

The Planning and Zoning Commission recommended approval of this item at their December 13, 2012 meeting by a vote of 5-0-0 with the following discussion item:

1. Additional trees be added around the cul-de-sac located to the north of the property by Cheek Sparger Road.

This item has been addressed on the attached Landscaping Plan.

The following stipulations are included in the attached ordinance:

1. Minimum floor area to be not smaller than 1,600 SF;
2. Minimum lot size to be not smaller than 4,000 SF;
3. Bylaws of the home owners association be provided to the City of Bedford prior to the issuance of any building permits.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone the property known as Tract 1, Abstract 1537, Garrett Teeter Survey, 3901 Central Drive, Bedford, Texas; from Planned Unit Development (PUD), Medium-Density Single-Family Attached District (MD-4) to Planned Unit Development (PUD), Medium-Density Residential – Single-Family Detached District (MD-3). The property is generally located south of Cheek Sparger Road and west of Central Drive. (Z-226)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
December 13, 2012 Planning & Zoning Minutes
Copies of Legal Descriptions Published in Star Telegram
Zoning Change Application
Zoning Map of Referenced Property
Site Plan
Landscaping Plan
Elevation Plan

ORDINANCE NO. 13-

AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS TRACT 1, ABSTRACT 1537, GARRETT TEETER SURVEY, 3901 CENTRAL DRIVE, BEDFORD, TEXAS FROM PLANNED UNIT DEVELOPMENT (MD-4), MEDIUM-DENSITY SINGLE-FAMILY ATTACHED DISTRICT TO PLANNED UNIT DEVELOPMENT (MD-3), MEDIUM-DENSITY RESIDENTIAL – SINGLE-FAMILY DETACHED DISTRICT; 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 SOUTH OF CHEEK SPARGER ROAD AND WEST OF CENTRAL DRIVE (Z-226)

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 from Planned Unit Development (MD-4), Medium-Density Single-Family Attached District to Planned Unit Development (MD-3) Medium Density Residential-Single-Family Detached District. The property is generally located south of Cheek Sparger Road and west of Central Drive. (Z-226)

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

SECTION 1. That Section 2 of the Zoning Ordinance be amended and the map designated "ZONING MAP-CITY OF BEDFORD, TEXAS" be revised and amended so that the land described as:

the property known as Tract 1, Abstract 1537, Garrett Teeter Survey, located at 3901 Central Drive, Bedford, Texas be as approved by this ordinance.

SECTION 2. That approval of this rezoning is subject to the Site Plan, Landscaping Plan, and Elevation Plan attached hereto.

SECTION 3. That from and after the final passage of this ordinance, the land described herein shall be subject to the regulations and uses of Planned Unit Development (PUD) Medium-Density Residential-Single-Family Detached District (MD-3) and the following stipulations: that the minimum floor area be not smaller than 1,600 SF; that the minimum lot size be not smaller than 4,000 SF; and that the bylaws of the home owners association be provided to the City of Bedford prior to the issuance of any building permits.

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

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

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

SECTION 7. This Ordinance shall take effect from and after its date of passage in accordance with law, and it is so ordained.

ORDINANCE NO. 13-

PRESENTED AND PASSED this 8th day of January 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 MINUTES OF DECEMBER 13, 2012**

DRAFT

CALL TO ORDER

Chairman Stroope called the meeting to order at 7:01 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) November 8, 2012

Motion: Commissioner Sinisi made a motion to approve the meeting minutes of November 8, 2012, with a noted correction.

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

Ayes: Commissioners Fisher, Sinisi, Pierson, Chairman Stroope

Nays: None

Abstention: Vice Chairman Reese

Motion approved 4-0-1. Chairman Stroope declared the motion approved.

PUBLIC HEARING

2. Zoning Case Z-226, request for a public hearing and to consider a request to amend a Planned Unit Development from (MD-4) to Planned Unit Development (MD-3). The property is located at 3901 Central Drive, Bedford, Texas, and is known as Tract 1, Abstract 1537, Garrett Teeter Survey. The property is generally located south of Cheek Sparger Road and west of Central Drive.

Chairman Stroope recognized William Syblon Development Director who reviewed Zoning Case Z-226.

Chairman Stroope recognized Eddie Eckart, Goodwin and Marshall, Inc., 2405 Mustang Drive, Grapevine, Texas who was there to present this application.

Chairman Stroope opened the public hearing at 7:16 PM and recognized the following:

Mary Black, 3912 Brookside Drive, Bedford, Texas. Ms. Black was concerned how this development would affect the erosion of the creek, would there be a problem with the increase of traffic on Cheek Sparger Road, and the lack of privacy in her back yard.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF DECEMBER 13, 2012**

DRAFT

Gary Whitaker, 2213 Golden Gate Circle, Bedford Texas. Mr. Whitaker stated his house was placed in the flood plain and asked if the developer would make available FEMA information available. Mr. Whitaker also asked who would be responsible for the upkeep of the development common area.

Chairman Stroope closed the public hearing at 7:30 PM.

The Commission discussed the application. The Commission asked Mr. Eckart if he would consider adding trees along the north side of the property closest to Cheek Sparger Road along the cul-de-sac area by lots 22, 23, and 24.

Motion: Commissioner Pierson made a motion to approve Zoning Case Z-226.

Vice Chairman Reese seconded the motion and the vote was as follows:

Motion approved 5-0-0. Chairman Stroope declared the motion approved.

2. **Zoning Case Z-232, request for a public hearing and to consider a request for Brighter Horizons Academy to rezone a portion of property known as Lot 3, Block 1, Parkwood Village Addition, located at 217 Harwood Road, Suite 222, Bedford, Texas. The proposed zoning change is from Heavy Commercial to Heavy Commercial/Specific Use Permit/Children's Day Care Centers. The property is generally located north of Harwood and west of Brown Trial.**

Chairman Stroope recognized William Syblon, Development Director who reviewed Zoning Case Z-232.

Chairman Stroope recognized Sabrina Hampton, 217 Harwood Road, Suite 222, Bedford, Texas, who was there to present this application.

Chairman Stroope opened the public hearing at 7:57 PM and there being no one to speak, closed the public hearing at 7:57 PM.

The Commission discussed the application.

Motion: Commissioner Fisher made a motion to approve Zoning Case Z-232.

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

Ayes: Commissioners Sinisi, Fisher, Pierson, Vice Chairman Reese
Chairman Stroope

Nays: None

Abstention: None

Motion approved 5-0-0. Chairman Stroope declared the motion approved.

ADJOURNMENT

Chairman Stroope adjourned the Planning and Zoning meeting at 8:03 PM.



CITY OF
BEDFORD

2000 Forest Ridge Drive - Bedford, TX 76021
(817)952-2100 www.bedfordtx.gov

PLEASE DELIVER TO:

November 27, 2012

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

SENT VIA E-MAIL: clopez@star-telegram.com on Tuesday, November 27, 2012

FROM:

City of Bedford
Yolanda Alonso, Planning and Zoning

Dear Christine,

Please publish the following in "Legal Notices" November 28, 2012.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford Planning and Zoning Commission gives notice of a Public Hearing on Thursday, December 13, 2012 at 7:00 p.m., at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Zoning Case Z-226, request for a public hearing and to consider a request to amend a Planned Unit Development from (MD-4) to Planned Unit Development (MD-3). The property is known as Tract 1, Abstract 1537, Garrett Teeter Survey. The property is generally located south of Cheek-Sparger Road and west of Central Drive.

Zoning Case Z-232, request for a public hearing and to consider a request for Brighter Horizons Academy to rezone a portion of property known as Lot 3, Block 1, Parkwood Village Addition, located at 217 Harwood Road, Suite 222. The proposed zoning change is from Heavy Commercial to Heavy Commercial/Specific Use Permit/Children's Day Care Centers. The property is generally located north of Harwood Road and west of Brown Trail.

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



CITY OF
BEDFORD

2000 Forest Ridge Drive - Bedford, TX 76021
(817)952-2100 www.bedfordtx.gov

December 17, 2012

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: clopez@star-telegram.com on Monday, December 17, 2012

FROM:

City of Bedford
Yolanda Alonso, Planning and Zoning

Dear Christine,

Please publish the following in "Legal Notices" Wednesday, December 19, 2012.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a Public Hearing on Tuesday, January 8, 2013 at 6:30 p.m., at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consider an ordinance to rezone the property known as Tract 1, Abstract 1537, Garrett Teeter Survey, 3901 Central Drive, Bedford, Texas; from Planned Unit Development (MD-4) to Planned Unit Development (MD-3). The property is generally located south of Cheek Sparger Road and west of Central Drive. (Z-226)

Public hearing and consider an ordinance to rezone a portion of property known as Lot 3, Block 1, Parkwood Village Addition, 217 Harwood Road, Suite 222, Bedford, Texas, specifically for the operation of a day care center (Brighter Horizons Academy) from Heavy Commercial to Heavy Commercial/Specific Use Permit/Children's Day Care Centers. The property is generally located north of Harwood Road and west of Brown Trail. (Z-232)

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

City of Bedford Change of Zoning Application

P&Z APPLICATION

Z-226

Received 6/25/12

Applicant Name (Print): Harwood 360 Holdings (*Signature): [Signature]Address: 4901 LBJ Freeway, Suite 150, Dallas, TX 75244Telephone number: 972-231-4600 Fax number:

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

From: PUD (MD-4) To: PUD (MD-3)

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 Block Addition
Tract 1 Abstract 1537 Survey GARRETT TEETER to the City of Bedford, Texas.
Street Address SW CORNER of CENTRAL DRIVE & CHECK SPARGER ROAD

Fee: (\$150.00 plus \$75.00 per acre over one.) \$150.00 + \$75.00 x 8.08 = 756.00
Payable by cash, Visa, MasterCard, or check made out to the City of Bedford. (# of acres) (total fee)

Owner(if not applicant): (*Signature)**Developer:** (*Signature)(Print name) Keith Koop

(Print name)

(Company name) HARWOOD 360 Holdings LTD

(Company name)

(Street Address, City, State & Zip Code) 4901 LBJ Freeway, Suite 150 Dallas, TX 75244

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

(Telephone number) 972-231-4600 (FAX number)

(Telephone number) (FAX number)

Land Planner/Engineer: (*Signature) [Signature] **Surveyor:** (*Signature)(Print Name) Brent Caldwell

(Print Name)

(Company Name) Goodwin & Marshall, Inc.

(Company Name)

(Street Address, City, State & Zip Code,) 2405 Mustang Drive Grapevine, TX 76051

(Street Address, City, State & Zip Code)

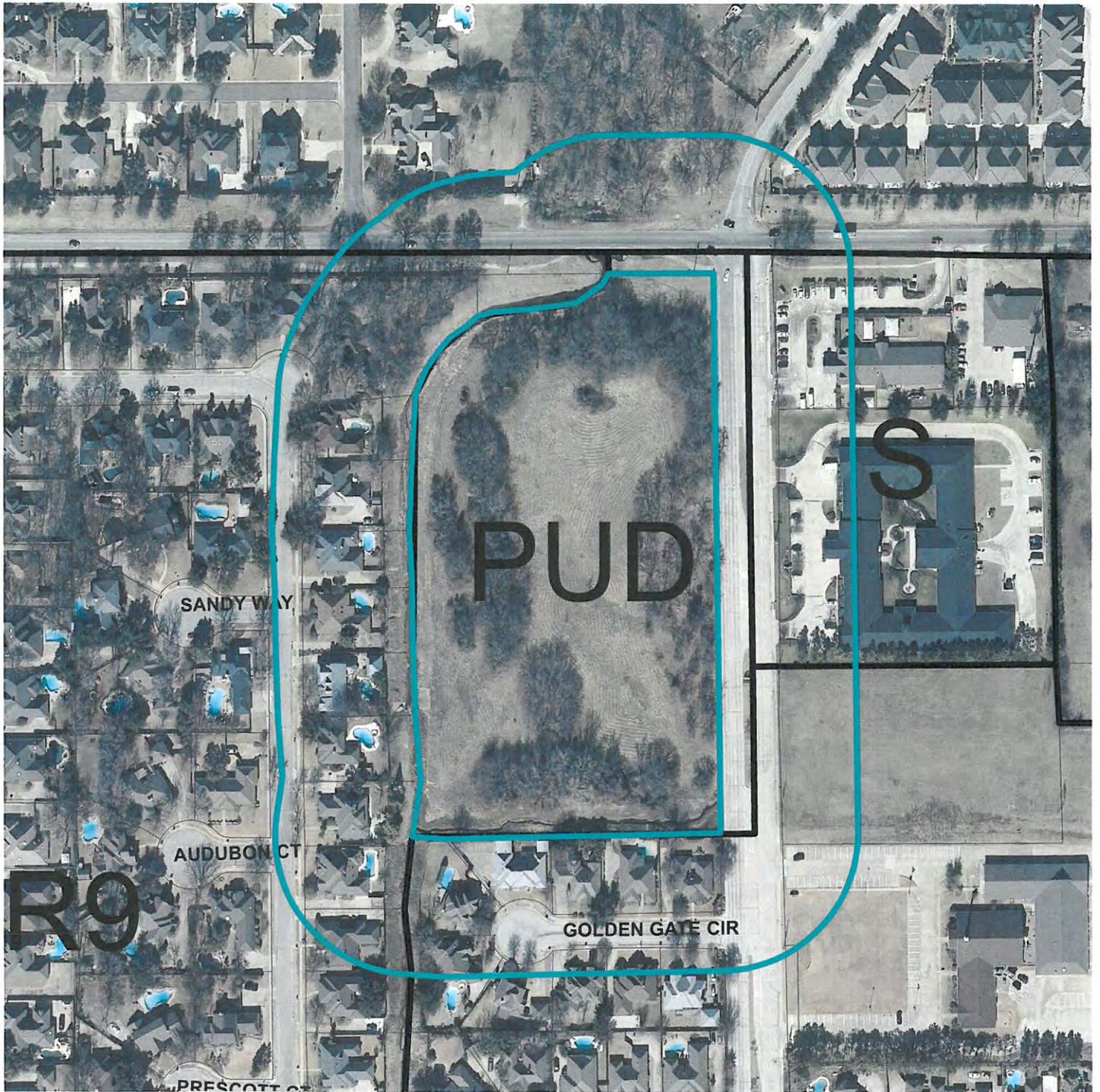
(Telephone number) (817) 329-4373 (FAX number) (817) 329-4453

(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 "⇒".)

2 (1/04)



Hearing Date: 12-13-12 Z-226

City of Bedford, Texas

Address: 3901 Central Drive
Bedford, Texas 76021

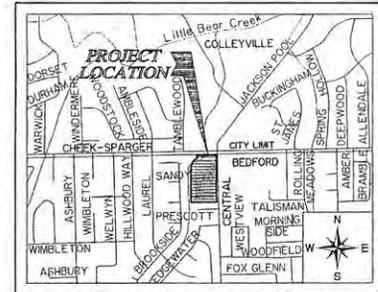
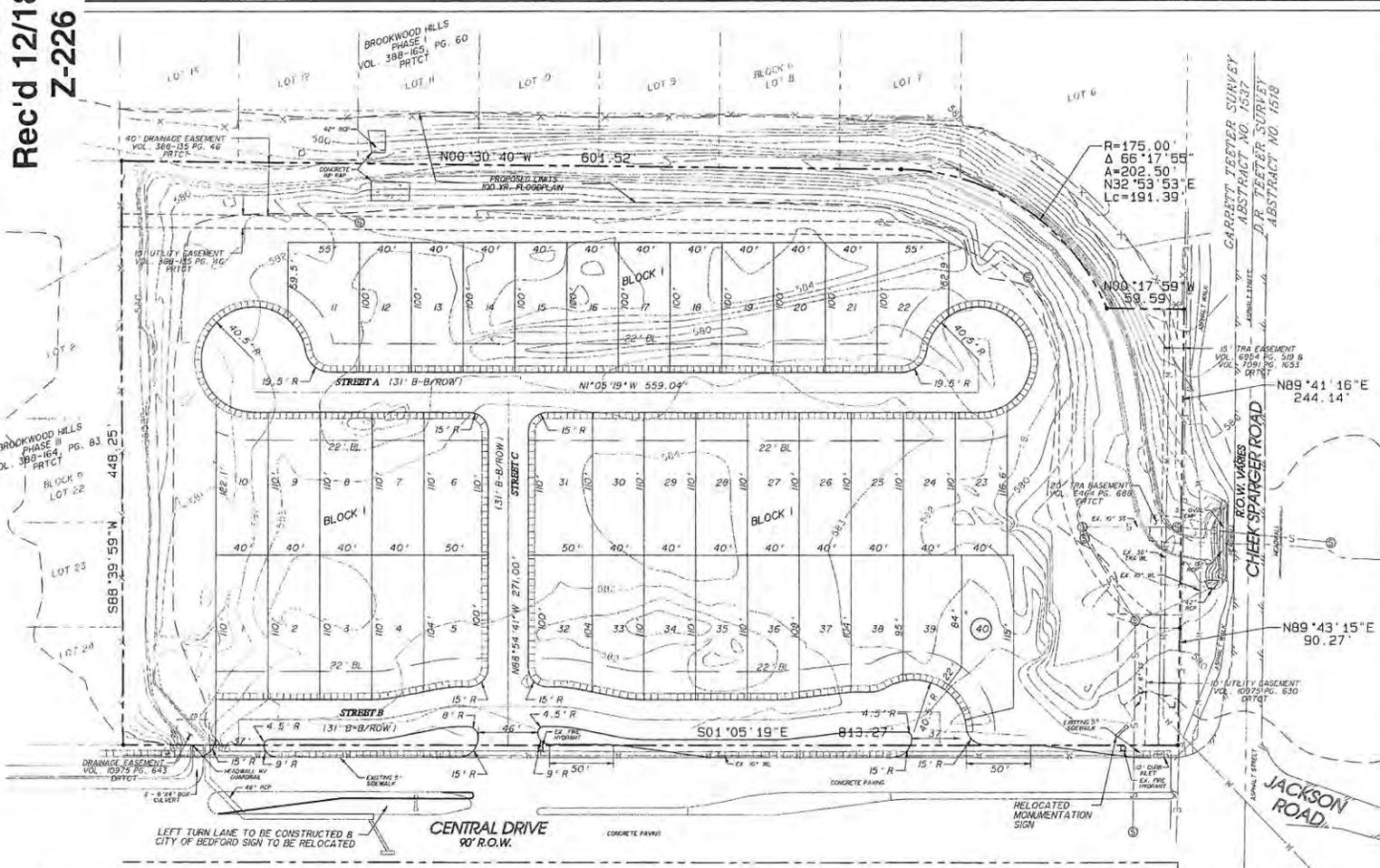
Legal Description: Tract 1, Abstract 1537
Garrett Teeter Survey



-  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.





VICINITY MAP

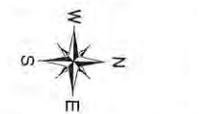
DEVELOPMENT SUMMARY

	Existing *PUD* Zoning	Proposed *PUD* Zoning
Land Use Summary		
Total Lot Area	6.06 Acres (1351,089 SF)	6.09 Acres (1351,935 SF) *
Total Dwelling Units	8.43 Units/Acre	4.95 Units/Acre
Building Footprint Area		
Maximum Unit Footprint	N/A	30' x 40' = 2,400 SF
Minimum Unit Footprint	N/A	30' x 60' = 2,040 SF
Typical Unit Footprint (Interior Units)	28' x 70' = 1,960 SF	N/A
Typical Unit Footprint (Ext Units)	28.5' x 70' = 2,045 SF	N/A
Development Standards		
Typical Lot Area	2,730 SF	40' x 110' = 4,400 SF
Minimum Lot Area	2,520 SF	4,000 SF
Maximum Lot Area	3,110 SF	5,035 SF
Minimum Lot Width	28'	40'
Minimum Unit Size	1,500 SF	1,600 SF
Minimum Number Attached Units	5	N/A
Front Yard Setback	10'	22'
Side Yard Setback	Zero Lot Line Attached	2' / 5'
Rear Yard Setback	N/A	10'
Maximum Distance Between Buildings	10'	10'
Maximum Height	35' / 2.5 Stories	35' / 2.5 Stories
Floor Area Ratio	No Minimum	No Minimum
Designated Rec. Space	N/A	N/A
Individual Lot Coverage	80% Maximum	70% Maximum
Total Project Coverage	No Minimum	No Minimum
Off-Street Parking	2.68 Spaces Per Unit	2 Spaces Per Unit
Total Impervious Area	N/A	193,735 SF
Total Vegetated Area	N/A	150,200 SF

Residential Parking Provided: Covered (Garage) = 80

Total Provided (2 Spaces Per Lot) = 80

* Differences in Total Lot Area are a result of different boundary surveys.



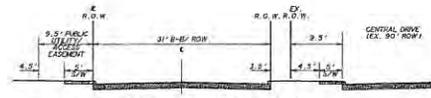
LOT SUMMARY

Lot	Area	Lot	Area
1	4,400	21	4,000
2	4,400	22	4,852
3	4,400	23	4,447
4	4,304	24	4,400
5	4,343	25	4,400
6	3,387	26	4,400
7	4,400	27	4,400
8	4,400	28	4,400
9	4,400	29	4,400
10	4,308	30	4,400
11	4,958	31	5,357
12	4,000	32	4,943
13	4,000	33	4,304
14	4,000	34	4,400
15	4,000	35	4,400
16	4,000	36	4,392
17	4,000	37	4,253
18	4,000	38	4,061
19	4,000	39	4,208
20	4,000	40	5,035

LOT SIZES ARE APPROXIMATE AND SUBJECT TO MINOR MODIFICATIONS AS PART OF THE FINAL PLAN.



TYPICAL LOT DETAIL
4,400 S.F. SCALE: 1" = 20'



PROPOSED STREET/ CENTRAL DRIVE
SCALE: 1" = 40'

OWNER/DEVELOPER

HARWOOD 360 HOLDINGS, LTD.
4911 LBJ FREEWAY, SUITE 150
DALLAS, TEXAS 75244
(972) 231-4600

PREPARED BY:

GOODWIN & MARSHALL

CIVIL ENGINEERS - PLANNERS - SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373
Fax (817) 329-4453

GOODWIN AND MARSHALL, INC. STATE REGISTRATION # F-2944

SITE PLAN

FOR
BEDFORD SQUARE

BEING

40 RESIDENTIAL LOTS

on 8.08 Acres ±

SITUATED IN

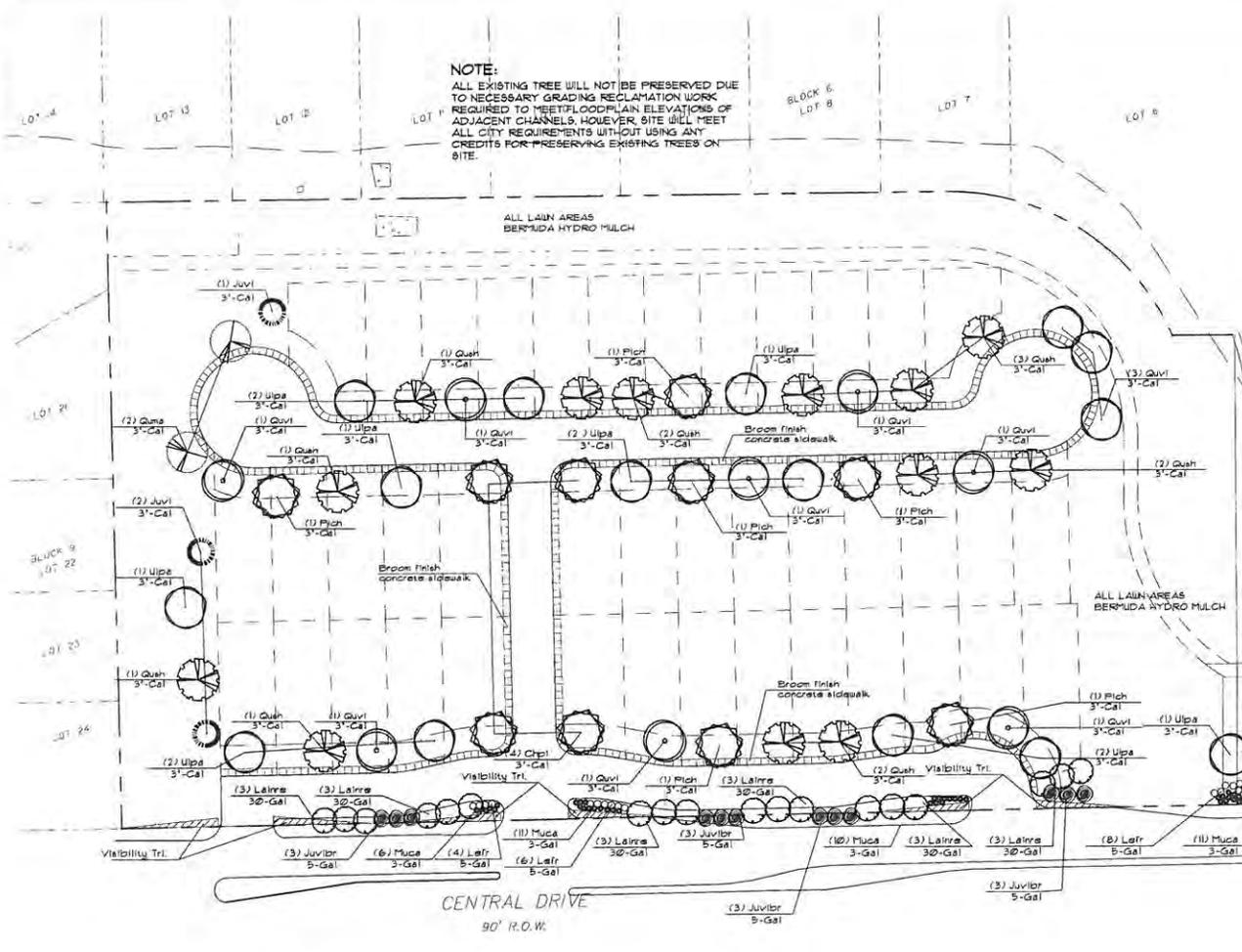
GARRETT TEETER SURVEY, ABSTRACT NO. 1537
CITY OF BEDFORD, TARRANT COUNTY, TEXAS
OCTOBER 10, 2012



PROPOSED LANDSCAPE PLAN FOR THE CITY OF BEDFORD, TEXAS. THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL DIMENSIONS AND CONDITIONS SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BEDFORD, TEXAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL EXISTING TREES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL LANDSCAPE MATERIALS AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL LANDSCAPE MATERIALS AND UTILITIES.

BEDFORD SQUARE
 CENTRAL AND CHEEK SPARGER
 BEDFORD, TEXAS

NOTE:
 ALL EXISTING TREE WILL NOT BE PRESERVED DUE TO NECESSARY GRADING RECLAMATION WORK REQUIRED TO MEET FLOODPLAIN ELEVATIONS OF ADJACENT CHANNELS, HOWEVER, SITE WILL MEET ALL CITY REQUIREMENTS WITHOUT USING ANY CREDITS FOR PRESERVING EXISTING TREES ON SITE.



- PLANTING NOTES:**
1. PLANT SIZE, TYPE AND CONDITION SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
 2. ALL PLANT MATERIAL TO BE NURSERY GROWN STOCK.
 3. CONTRACTOR RESPONSIBLE FOR MAINTENANCE OF ALL PLANT MATERIAL UNTIL PROJECT ACCEPTANCE.
 4. ALL CONTAINER GROWN PLANTS TO HAVE FULL, VIGOROUS ROOT SYSTEM COMPLETELY ENCOMPASSING CONTAINER.
 5. ALL PLANTS WELL ROUNDED AND FULLY BRANCHED. ALL TREES SHALL BE SPREAD 2/3 OF HEIGHT.
 6. CONTRACTOR TO PROVIDE OWNER WITH PREFERRED MAINTENANCE SCHEDULE OF ALL PLANTS AND LAWNS.
 7. MAINTAIN/PROTECT VISIBILITY TRIANGLE WITH PLANT MATERIAL PER CITY STANDARDS AT ALL ENTRANCES TO SITE.
 8. PREP ENTIRE WIDTH OF ALL DEFINED PLANTING BEDS WITH MIX AS OUTLINED IN SPECS. WHERE SHRUBS ARE LOCATED ALONG CURB, SET SHRUBS BACK FROM CURB 3 FT.
 9. CONTRACTOR RESPONSIBLE FOR LOCATION OF ALL UTILITIES, INCLUDING BUT NOT LIMITED TO TELEPHONE, TELEGRAPH, ELECTRIC, GAS, WATER AND SEWER. ANY DAMAGE TO UTILITIES TO BE REPAIRED BY CONTRACTOR AT NO COST TO OWNER.
 10. IF EXISTING TREES ARE SHOWN TO REMAIN, CONTRACTOR SHALL PRUNE AS DIRECTED BY OWNER'S REPRESENTATIVE. WORK TO INCLUDE REMOVAL OF ALL SUCKER GROWTH, DEAD AND DISEASED BRANCHES AND LIMBS, VINES, BRIARS AND OTHER INVASIVE GROWTH AND ALL INTERFERING BRANCHES. MAKE ALL CUTS FLUSH TO REMAINING LIMB. RETAIN NATURAL SHAPE OF PLANT. ALL WORK SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE. QUANTITIES ARE PROVIDED AS A COURTESY AND NOT INTENDED FOR BID PURPOSES. CONTRACTOR TO VERIFY PRIOR TO PRICING.
 11. INSTALL EDGING BETWEEN LAWN AND PLANTING BEDS REFER TO SPECIFICATIONS. FILE ALL CORNERS SMOOTH.
 12. INSTALL CURLEX BLANKET (OR EQUIVALENT) PER MANUFACTURER'S INSTRUCTIONS ON ALL GROUND COVER/SHRUB BEDS WITH A SLOPE OF 4:1 OR GREATER.
 13. AT THE OF PLAN PREPARATION SEASONAL PLANT AVAILABILITY CANNOT BE DETERMINED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE AND RESERVE ALL BID PLANTS WHEN AVAILABLE. IN CASE ACTUAL INSTALLATION OCCURS DURING THE OFF-SEASON PURCHASE AND HOLD BID PLANTS FOR LATE SEASON INSTALLATION.

Plant Table

Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size	Comments	Mature size
11	○	<i>Pistacia chinensis</i>	Chinese pistache	Pich	3'-Gal	B + B, Full, Single straight trunk	30'
2	○	<i>Quercus macrocarpa</i>	Bur oak	Qma	3'-Gal	B + B, Full, Single straight trunk	50'
13	○	<i>Quercus shumardii</i>	Shumard oak	Qsh	3'-Gal	B + B, Full, Single straight trunk	50'
15	○	<i>Ulmus parvifolia</i>	Lancebark elm	Ulp	3'-Gal	B + B, Full, Single straight trunk	50'
3	○	<i>Juniperus virginiana</i>	Eastern red cedar	Juv	3'-Gal	B + B, Full, Single straight trunk	30'
8	○	<i>Quercus virginiana</i>	Southern live oak	Qvi	3'-Gal	B + B, Full, Single straight trunk	50'
8	○	<i>Lagerstroemia indica</i> 'Red Rocket'	Crape Myrtle	Lainr	30'-Gal	Full, Multi-trunk	15'
7	○	<i>Juniperus virginiana</i> 'Brodia'	Brodia Juniper	Juvir	5-Gal	Full	70'
8	○	<i>Leucophyllum frutescens</i>	Texas Sage	Lefr	5-Gal	Full	48'
40	○	<i>Muhlenbergia capillaris</i>	Gulf Coast Muhly Grass	Muce	3-Gal	Full	36'

BEDFORD LANDSCAPE ORDINANCE

50% LANDSCAPING REQUIRED
 SIZE OF SITE + 800 ACRES, 800 ACRES X 30% + 4.64 ACRES TOTAL LANDSCAPING REQUIRED, 424 ACRES PROVIDED.
 162 ACRES X 40% + 655 ACRES LANDSCAPING REQUIRED IN FRONT YARD, 136 ACRES PROVIDED.
 STREET FRONTAGE + 350 LB 1/48/75 + 40 OPTIONAL SHADE TREES REQUIRED, 40 PROVIDED.
 7' X 60' VISIBILITY TRIANGLES PROTECTED ALL LOCATIONS.
 SITE WILL BE IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM, COMPLETE WITH RAIN + FREEZE SENSOR, DESIGNED AND INSTALLED BY A LICENSED TEXAS IRRIGATOR. IRRIGATION DESIGN TO BE COMPLETED AT THE OF PERMITTING.
 LANDSCAPING WILL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH ARTICLE 56F, CITY OF BEDFORD LANDSCAPE ORDINANCE.

SUMMARY CHART - PERMISSIBLE

PERVIOUS COVERAGE DEVELOPMENT	PERVIOUS COVERAGE NOT TO EXCEED 50% FOR ENTIRE DEVELOPMENT	REQUIRED	PROVIDED
8,000 AC X 50% + 4,000 AC	4,000 AC	4,24 AC	4,24 AC
PERVIOUS COVERAGE LOTS	PERVIOUS COVERAGE NOT TO EXCEED 30% FOR INDIVIDUAL LOT	REQUIRED	PROVIDED
3' x 60'	1,800 SF X 30% + 1,200 SF	1,260 SF	1,260 SF
15' x 15'	2,250 SF X 30% + 1,500 SF	1,575 SF	1,575 SF
1/4 AC	5,400 SF X 30% + 1,620 SF	2,330 SF	2,330 SF



LANDSCAPE PLAN





PLAN 'A'

PLAN 'B'

PLAN 'C'

PLAN 'D'

PLAN 'E'

PLAN 1315



Council Agenda Background

PRESENTER: Jacquelyn Reyff, Planning Manager

DATE: 01/08/13

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 217 Harwood Road, Suite 222, Bedford, Texas, specifically for the operation of a Children's Day Care Center (Brighter Horizons Academy) from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Children's Day Care Centers. The property is generally located north of Harwood Road and west of Brown Trail. (Z-232)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The applicant is proposing to locate a children's day care center, Brighter Horizons Academy, at 217 Harwood Road, Suite 222, in the Parkwood Village Shopping Center.

The existing landscaping is from a previous development and does not have to be brought into compliance with the Zoning Ordinance if it were shown to be deficient per Section 5.6.J. Therefore, the site is sufficiently landscaped for the proposed day care center use.

The parking remains from previous development. The parking as it exists is in compliance for the proposed use per Section 5.2.A.(3) of the Zoning Ordinance.

There will be a play area located behind the lease space. The play area is fenced off by an existing chain-link fence from the parking lot. Playground equipment or facilities shall not be located within fifty 50 feet of a residentially-zoned property. In this case, they will be located approximately 55 feet from the nearest property line to the north.

Brighter Horizons Academy is proposing to operate from 5:00 AM to 11:00 PM Monday through Sunday. The children attending the center will range in age from four weeks old to 13 years old. They will offer a full pre-school curriculum for students aged three and four years old. There will be a staff of approximately 10 persons.

Comprehensive Plan:

The Comprehensive Plan indicates the location of 217 Harwood Road, Suite 222, to be commercial; therefore, the use of a Children's Day Care Center would not conflict with the Comprehensive Plan.

The Planning and Zoning Commission recommended approval of this item at their December 13, 2012 meeting by a vote of 5-0-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone a portion of property known as Lot 3, Block 1, Parkwood Village Addition, located at 217 Harwood Road, Suite 222, Bedford, Texas, specifically for the operation of a Children's Day Care Center (Brighter Horizons Academy) from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Children's Day Care Centers. The property is generally located north of Harwood Road and west of Brown Trail. (Z-232)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
December 13, 2012 Planning & Zoning Minutes
Copies of Legal Descriptions Published in Star
Telegram
Zoning Change Application
Zoning Map of Referenced Property
8 ½ x 11 drawings

ORDINANCE NO. 13-

AN ORDINANCE TO REZONE A PORTION OF THE PROPERTY KNOWN AS LOT 3, BLOCK 1, PARKWOOD VILLAGE ADDITION, LOCATED AT 217 HARWOOD ROAD, SUITE 222, BEDFORD, TEXAS, SPECIFICALLY FOR THE OPERATION OF CHILDREN'S DAY CARE CENTER (BRIGHTER HORIZONS ACADEMY) FROM HEAVY COMMERCIAL (H) TO HEAVY COMMERCIAL/SPECIFIC USE PERMIT/CHILDREN'S DAY CARE CENTERS; 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-232)

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 217 Harwood Road, Suite 222, for the operation of a Children's Day Care Center (Brighter Horizons Academy) from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Children's Day Care Centers. The property is generally located north of Harwood Road and west of Brown Trail. (Z-232)

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 is located at 217 Harwood Road, Suite 222, 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/Children's Day Care Centers.

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 8th day of January, 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 MINUTES OF DECEMBER 13, 2012**

DRAFT

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The Planning and Zoning Commission of the City of Bedford, Texas, met in work session at 6:30 PM and regular session at 7:00 PM in the Council Chamber of City Hall, 2000 Forest Ridge Drive on the 13th day of December, 2012 with the following members present:

Chairman: Tom Stroope

Vice Chairman: Bill Reese

Members: Roger Fisher
Jason Sinisi
Lee Pierson (alternate)

Commissioners Smeltzer, Hall, Carlson, Henning were absent from tonight's meeting.

Constituting a quorum.

Staff present included:

William Syblon Development Director
Yolanda Alonso Planning and Zoning Coordinator

(The following items were considered in accordance with the official agenda posted by December 7, 2012).

CALL TO ORDER

Chairman Stroope called the work session to order at 6:30 PM.

WORK SESSION

Chairman Stroope asked the Commission if anyone had an interest or owned property within 200' of any of the items on the agenda. No one had an interest or owned property within 200' of any of the items on the agenda.

The Commission and Staff reviewed and discussed items on the regular agenda.

Chairman Stroope adjourned the Work Session at 6:59 PM.

REGULAR SESSION

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

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF DECEMBER 13, 2012**

DRAFT

CALL TO ORDER

Chairman Stroope called the meeting to order at 7:01 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) November 8, 2012

Motion: Commissioner Sinisi made a motion to approve the meeting minutes of November 8, 2012, with a noted correction.

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

Ayes: Commissioners Fisher, Sinisi, Pierson, Chairman Stroope

Nays: None

Abstention: Vice Chairman Reese

Motion approved 4-0-1. Chairman Stroope declared the motion approved.

PUBLIC HEARING

2. Zoning Case Z-226, request for a public hearing and to consider a request to amend a Planned Unit Development from (MD-4) to Planned Unit Development (MD-3). The property is located at 3901 Central Drive, Bedford, Texas, and is known as Tract 1, Abstract 1537, Garrett Teeter Survey. The property is generally located south of Cheek Sparger Road and west of Central Drive.

Chairman Stroope recognized William Syblon Development Director who reviewed Zoning Case Z-226.

Chairman Stroope recognized Eddie Eckart, Goodwin and Marshall, Inc., 2405 Mustang Drive, Grapevine, Texas who was there to present this application.

Chairman Stroope opened the public hearing at 7:16 PM and recognized the following:

Mary Black, 3912 Brookside Drive, Bedford, Texas. Ms. Black was concerned how this development would affect the erosion of the creek, would there be a problem with the increase of traffic on Cheek Sparger Road, and the lack of privacy in her back yard.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF DECEMBER 13, 2012**

DRAFT

Gary Whitaker, 2213 Golden Gate Circle, Bedford Texas. Mr. Whitaker stated his house was placed in the flood plain and asked if the developer would make available FEMA information available. Mr. Whitaker also asked who would be responsible for the upkeep of the development common area.

Chairman Stroope closed the public hearing at 7:30 PM.

The Commission discussed the application. The Commission asked Mr. Eckart if he would consider adding trees along the north side of the property closest to Cheek Sparger Road along the cul-de-sac area by lots 22, 23, and 24.

Motion: Commissioner Pierson made a motion to approve Zoning Case Z-226.

Vice Chairman Reese seconded the motion and the vote was as follows:

Motion approved 5-0-0. Chairman Stroope declared the motion approved.

- 
2. **Zoning Case Z-232, request for a public hearing and to consider a request for Brighter Horizons Academy to rezone a portion of property known as Lot 3, Block 1, Parkwood Village Addition, located at 217 Harwood Road, Suite 222, Bedford, Texas. The proposed zoning change is from Heavy Commercial to Heavy Commercial/Specific Use Permit/Children's Day Care Centers. The property is generally located north of Harwood and west of Brown Trial.**

Chairman Stroope recognized William Syblon, Development Director who reviewed Zoning Case Z-232.

Chairman Stroope recognized Sabrina Hampton, 217 Harwood Road, Suite 222, Bedford, Texas, who was there to present this application.

Chairman Stroope opened the public hearing at 7:57 PM and there being no one to speak, closed the public hearing at 7:57 PM.

The Commission discussed the application.

Motion: Commissioner Fisher made a motion to approve Zoning Case Z-232.

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

Ayes: Commissioners Sinisi, Fisher, Pierson, Vice Chairman Reese
Chairman Stroope

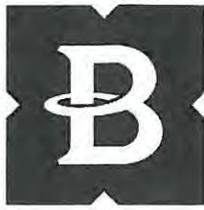
Nays: None

Abstention: None

Motion approved 5-0-0. Chairman Stroope declared the motion approved.

ADJOURNMENT

Chairman Stroope adjourned the Planning and Zoning meeting at 8:03 PM.



CITY OF
BEDFORD

2000 Forest Ridge Drive - Bedford, TX 76021
(817)952-2100 www.bedfordtx.gov

PLEASE DELIVER TO:

November 27, 2012

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

SENT VIA E-MAIL: clopez@star-telegram.com on Tuesday, November 27, 2012

FROM:

City of Bedford
Yolanda Alonso, Planning and Zoning

Dear Christine,

Please publish the following in "Legal Notices" November 28, 2012.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford Planning and Zoning Commission gives notice of a Public Hearing on Thursday, December 13, 2012 at 7:00 p.m., at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Zoning Case Z-226, request for a public hearing and to consider a request to amend a Planned Unit Development from (MD-4) to Planned Unit Development (MD-3). The property is known as Tract 1, Abstract 1537, Garrett Teeter Survey. The property is generally located south of Cheek-Sparger Road and west of Central Drive.

Zoning Case Z-232, request for a public hearing and to consider a request for Brighter Horizons Academy to rezone a portion of property known as Lot 3, Block 1, Parkwood Village Addition, located at 217 Harwood Road, Suite 222. The proposed zoning change is from Heavy Commercial to Heavy Commercial/Specific Use Permit/Children's Day Care Centers. The property is generally located north of Harwood Road and west of Brown Trail.

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



CITY OF
BEDFORD

2000 Forest Ridge Drive - Bedford, TX 76021
(817)952-2100 www.bedfordtx.gov

December 17, 2012

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: clopez@star-telegram.com on Monday, December 17, 2012

FROM:

City of Bedford
Yolanda Alonso, Planning and Zoning

Dear Christine,

Please publish the following in "Legal Notices" Wednesday, December 19, 2012.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a Public Hearing on Tuesday, January 8, 2013 at 6:30 p.m., at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consider an ordinance to rezone the property known as Tract 1, Abstract 1537, Garrett Teeter Survey, 3901 Central Drive, Bedford, Texas; from Planned Unit Development (MD-4) to Planned Unit Development (MD-3). The property is generally located south of Cheek Sparger Road and west of Central Drive. (Z-226)

Public hearing and consider an ordinance to rezone a portion of property known as Lot 3, Block 1, Parkwood Village Addition, 217 Harwood Road, Suite 222, Bedford, Texas, specifically for the operation of a day care center (Brighter Horizons Academy) from Heavy Commercial to Heavy Commercial/Specific Use Permit/Children's Day Care Centers. The property is generally located north of Harwood Road and west of Brown Trail. (Z-232)

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

City of Bedford
Change of Zoning Application

Applicant Name (Print): Sabrina Hampton (*Signature): Sabrina Hampton

Address: 217 Harwood BD Suite 222

Telephone number: (469) 647-4770 Fax number: _____

CELL 214-699-2354

I, the undersigned owner, or Property Manager (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:

* STAFF will complete
From: H

To: H / SUP / Children's Day Care Centers

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

(Start with H)

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) 

(Print name) RYAN BROWN - Property Manager

(Company name) MDT PARKWOOD, LTD.

(Street Address, City, State & Zip Code) 12740 Hillcrest #208 Dallas, TX 75230

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

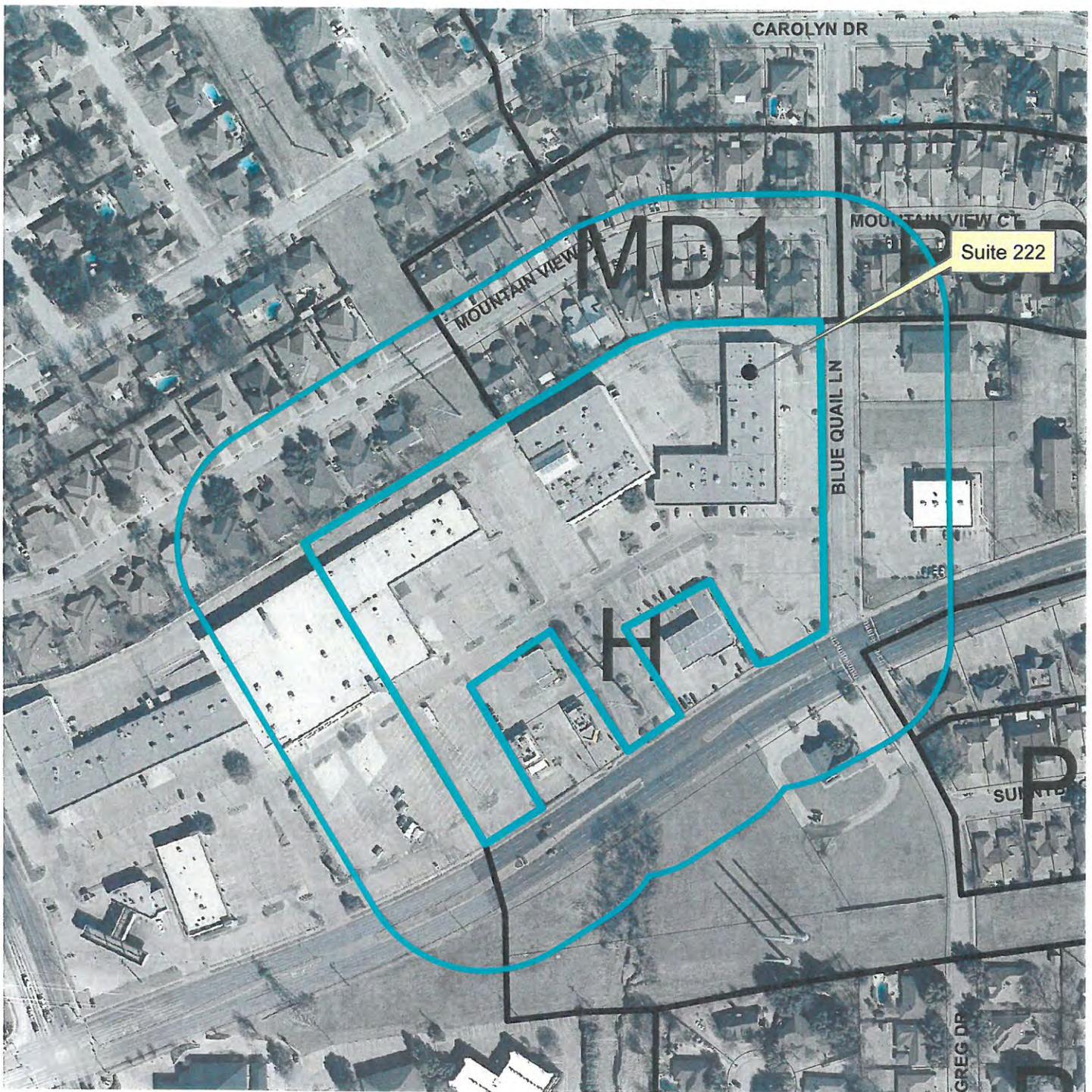
Land Planner/Engineer/Surveyor: (*Signature)
(Print Name)

(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 "→".)



Hearing Date: 12/13/12 Z-232

City of Bedford, Texas

Address: 217 Harwood Road, Suite 222
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.



I would like to introduce Brighter Horizons Academy. We are a Child development center, offering a full range of developmentally appropriate learning activities and concepts. We serve children ages 6 weeks old of age up to 13 Years of age. We offer a Pre-k and Kindergarten readiness program, to enable our children to meet standards for kindergarten readiness. We offer several programs options.

Infant/Toddler Program (6 week olds - 2 year olds):

Each child is unique and will be cared for in a warm, caring environment on his/her own schedule developed in conjunction with the parents. Activities such as playtime, feeding, diapering, and toileting shall be used as opportunities for language development and other learning experiences.

Two Year Old Program

Two year olds are a bundle of energy that develop skills at a fast pace! Our teachers will create activities to promote language development through the use of stories, songs, flannel board activities and basic sign language. In addition to language, our curriculum includes skill development in: math, science/cooking, process art, creative expressions, large and small motor, dramatic play, sensory, writing and self-help skills.

Preschool Program(3 year olds - 5 year olds):

Our preschoolers are offered a wide variety of activities through learning centers where cooperative play is encouraged. Our curriculum includes: literacy, math, science, cooking, computers and other technology, process art, creative expression, large and small motor development, dramatic play, sensory, writing and social skills.

Kindergarten Program

Both 4 and 5 year old full day programs are offered and provide children with a well rounded curriculum including: phonics, literacy, math, social studies, science, cooking, computers and technology, fine and gross motor development, creative expressions, process art and more. This program will help get your child ready for 5K by providing small group instruction with a four-year degree teacher who understands your child's individual needs. Our Kindergarten program will help develop a positive attitude toward learning by fostering the cognitive, physical, emotional and social needs of your child. Children turning four years old on, or before, September 1st are eligible

for enrollment and our program runs the length of the traditional school year.

School Age Program

The School Age Program is designed to foster an enjoyable and safe environment for school age children. This program is designed for children in Full Day Kindergarten through Grade 5 and is offered both before and after school. Children are allowed to participate in a variety of activities both active and quiet. A healthy snack will be served to the children arriving after school. Games, equipment, materials, and activities are geared to the interests and ages of these children. Outdoor and gross motor activities are part of the daily program. There will be a quiet area available for homework. Full day care is provided for school age children on days when school is not in session. Field trips are often planned on these days. Please see our "Field Trip" policies for more information..

Summer Program

Summer is the time to enjoy the great outdoors! To supplement our daily programs, all children ages 2 years through 11 years participate in numerous field trips to area parks, pools, museums, and nature centers, just to name a few. Children pre-register and Pre-pay for the field trips that they will attend. Field trip fees are non-refundable.

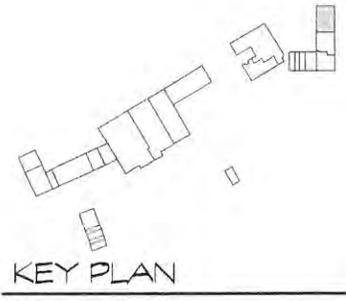
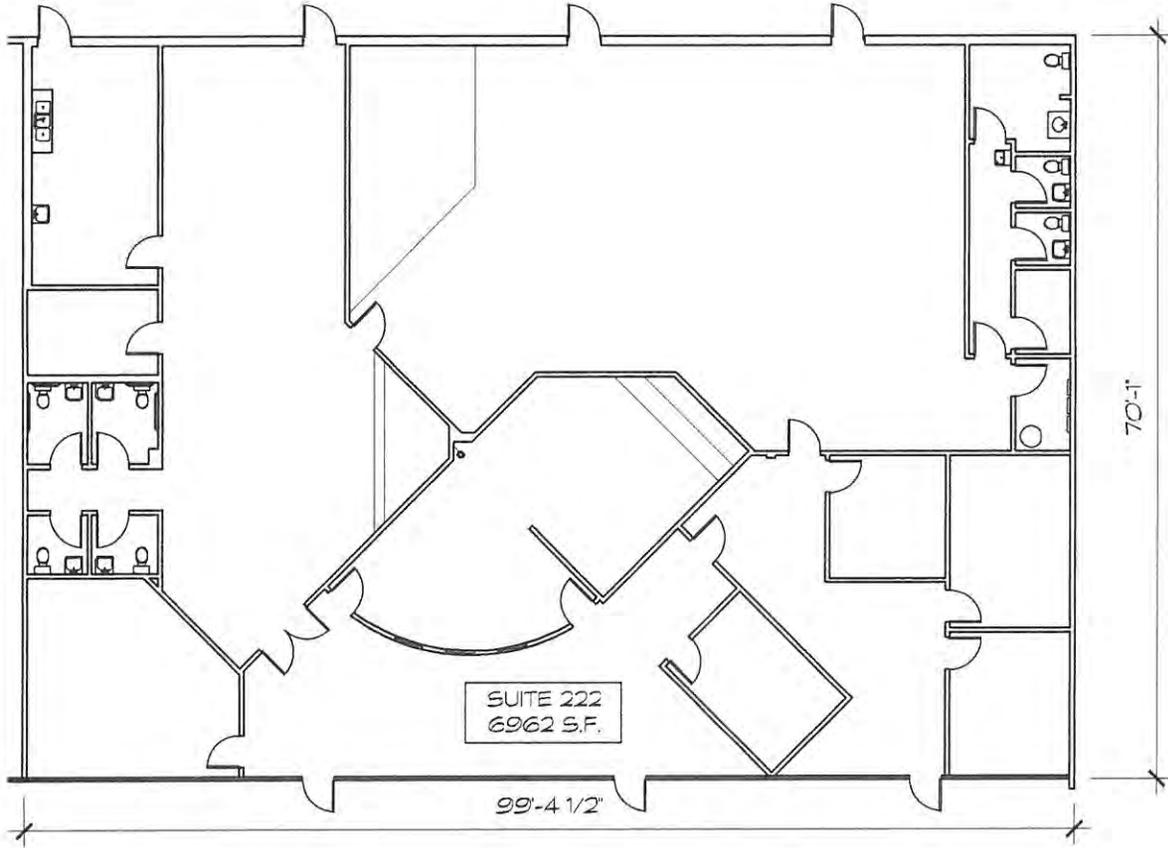
Here at Brighter Horizons we offer Full time, part time and drop in care for our families. We anticipate operating Year round, Monday - Sunday 5:00 AM -11:00 PM. We will also offer family assistance programs, as well as family social gatherings to emphasize on building families.

Thank you for your interest in Brighter Horizons
Academy,
Sabrina Hampton

P&Z APPLICATION

Z-232

Received 10/25/12



LEASING PLAN - SUITE 217-222

Selzer Associates
4514 Travis Street
Suite 235
Dallas, Texas
75203-3448
214-328-4499 VOICE
214-328-7375 FAX

ISSUED _____
7/16/12 _____

Parkwood Village
217 Harwood Road
Bedford, Texas

Project No.: 400.03.01

SHEET
LP-1

SITE PLAN

Received 10/25/12

Suite	Tenant	Size (SF)
125-111	Dance Continuum	2,645
125-113	Dance Continuum	1,614
125-117	DaVita Dialysis	6,989
125-121	Available	1,876
125-125	Volcano's Sports Bar & Grill	2,126
125-129	Volcano's Sports Bar & Grill	7,953
125-135	Available	2,431
125-137	Curves for Women	3,290
125-143	Bicycles, Inc.	24,239
125-145	WhirlyBall	19,050

Suite	Tenant	Size (SF)
201-124	Available	13,950
201-218	Duvall's School of Cosmetology	6,897
201-220	Duvall's School of Cosmetology	1,611
201-222	Duvall's School of Cosmetology	3,412

Suite	Tenant	Size (SF)
209-A	Available	10,328
209-B	Oasis (Pending)	11,592

Suite	Tenant	Size (SF)
217-106	Available	1,614
217-108	Available	1,154
217-110	Available	1,456
217-112	River of Life Church	1,156
217-115	River of Life Church	1,961
217-209	Pizza Garden	4,540
217-215	Universal Land Title of Texas	6,650
217-222	Sudanese American Association	6,949

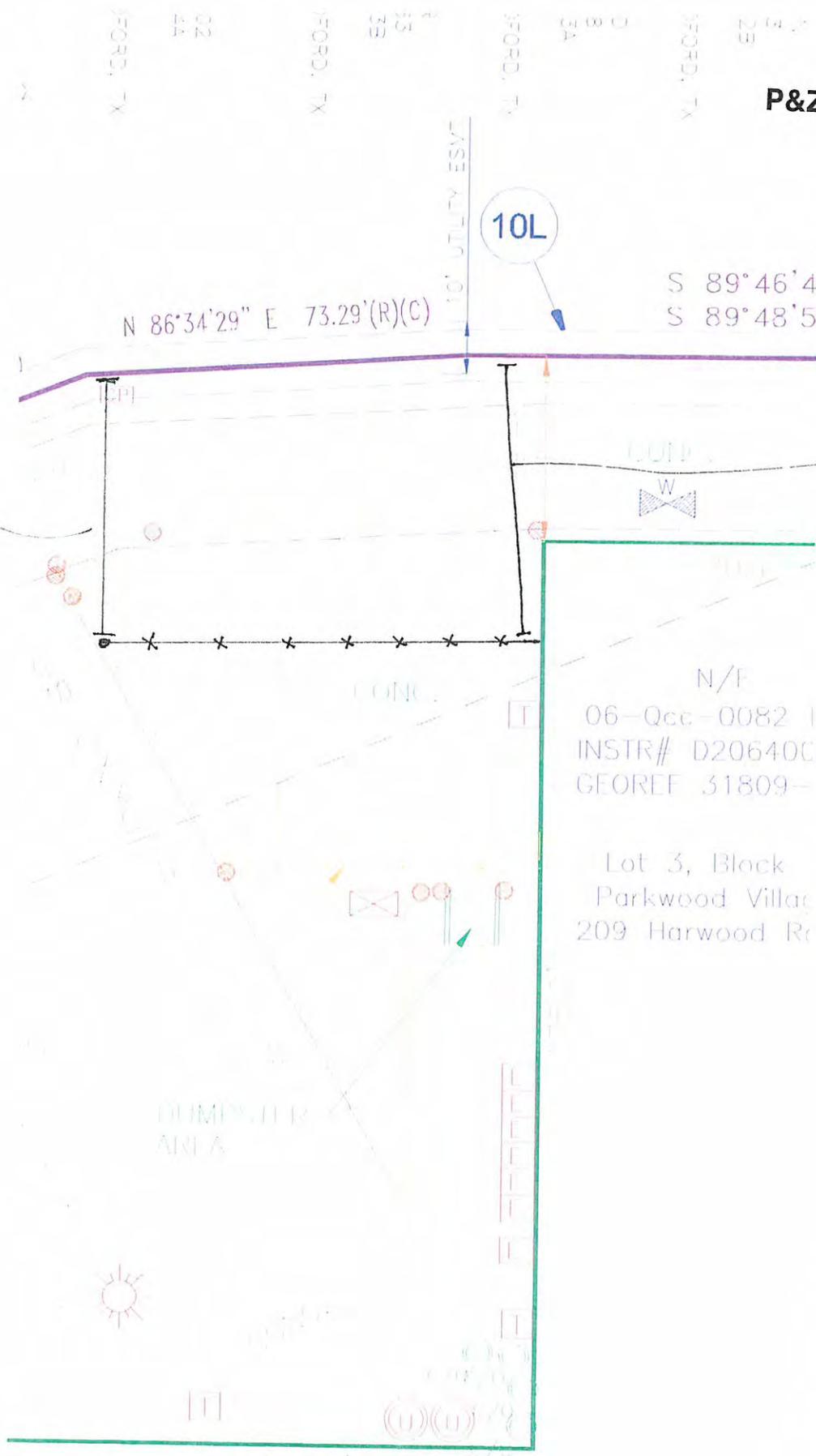


Suite	Tenant	Size (SF)
141-101	Available	1,522
141-103	Available	897
141-105	Available	1,497
141-107	Metroplex Animal Clinic	933
141-109	Available	2,833

Suite	Tenant	Size (SF)
OPRP	Wen Chen	1,847

P&Z MTG, 12/13/12
Z-232

55' from property line.



S 89°46'4
 S 89°48'5

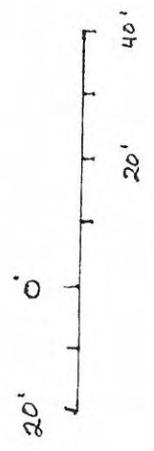
New Fence 55' from property line

N/F
 06-Qcc-0082 I
 INSTR# D20640C
 GEOREF 31809-

Lot 3, Block
 Parkwood Village
 209 Harwood Rd

DUMPSTER AREA

1 STORY
 STUCCO BUILDING
 24 AREA 24



SCALE 1" = 30"



Council Agenda Background

PRESENTER: Les Hawkins, Deputy Police Chief

DATE: 01/08/13

Council Mission Area: Provide a safe and friendly community environment.

ITEM:

Consider an ordinance amending Chapter 18 – Animals of the City of Bedford Code of Ordinances by repealing it in its entirety and replacing it with a new Chapter 18 – Animals; providing a penalty clause; providing for a severability clause; and declaring an effective date.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Staff has prepared a complete rewrite of Chapter 18 – Animals of the City of Bedford Code of Ordinances. The rewrite includes numerous changes to the verbiage and presents the ordinance information in a more clear and concise format.

The Animal Shelter Advisory Board has reviewed the new Chapter 18 and recommends approval.

Significant changes to the ordinance includes the following:

- **Article I – Definitions**
Definitions that were previously spaced throughout the ordinance were moved to Section 18-1.
- **Article I, Section 18-1. and Article III. Animal Control Board and Animal Shelter Advisory Board merged into one Board**
Staff recommends merging the Animal Control Board into the Animal Shelter Advisory Board. The Health and Safety Code requires the City to have an Animal Shelter Advisory Board, however, there is not a requirement for the Animal Control Board. This change is consistent with other neighboring cities.

The Animal Control Board seats three external members (two veterinarians and one citizen) and rarely convenes as they only meet for dangerous dog hearings and exotic animal permitting requests. The revised Animal Shelter Advisory Board will keep its current three members, add two additional members from the Animal Control Board (one veterinarian and one citizen), and add two designated staff members to bring the Board member total from five to seven with staggered two-year terms. The new Animal Shelter Advisory Board will assume the responsibility for dangerous dog hearings and exotic animal permit requests.
- **Article IV, Section 18-113. Guard Dogs**
This section was removed in its entirety as the City does not require additional permitting/licensing for guard dogs. Should a “guard dog” display vicious or dangerous propensities, it would fall under Section 18-150 that governs dangerous dogs.
- **Article IX, Section 18-108. Adoption Conditions and Requirements**
This section was changed from a post-adoption voucher system to a new system that requires all dogs or cats adopted through the Animal Control Facility be surgically altered and rabies vaccinated prior to their release. Pre-adoption sterilization and rabies vaccinations may be waived at the time of the adoption if the adopter signs an agreement to sterilize and vaccinate by a specified date and pays a required refundable deposit. Adopters not fulfilling these requirements will forfeit their deposit. Additionally, the Animal Control Authority will be authorized with the option to re-impound the dog or cat and/or issue a citation to the adopter.

- **Article XI. Fierce or Dangerous Animals**
This section was completely revised in its entirety to be in compliance with the Texas Health and Safety Code.
- **Article XIII. Educational Exhibits**
This section (as it is presented in the new recommended ordinance) had previously been approved by City Council. After its passage, a subsequent amendment of Chapter 18 inadvertently removed this section. This addition corrects that oversight.

Other changes include verbiage cleanup and the sequential and logical placement of Articles and Sections throughout the Ordinance.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending Chapter 18 – Animals of the City of Bedford Code of Ordinances by repealing it in its entirety and replacing it with a new Chapter 18 – Animals; providing a penalty clause; providing for a severability clause; and declaring an effective date.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Proposed Ordinance
Existing Ordinance

ORDINANCE NO. 13-

AN ORDINANCE AMENDING CHAPTER 18 – ANIMALS, OF THE CITY OF BEDFORD CODE OF ORDINANCES BY REPEALING IT IN ITS ENTIRETY AND REPLACING IT WITH A NEW CHAPTER 18 – ANIMALS; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of Bedford, Texas is committed to ensuring public health, safety, and welfare by encouraging individuals to be responsible pet owners; and,

WHEREAS, the City Council of Bedford, Texas has determined the need to ensure the proper care and safety of animals located within the city limits.

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

SECTION 1. That Chapter 18 – Animals, of the City of Bedford Code of Ordinances is hereby amended in its entirety by replacing said Chapter with a new Chapter 18 – Animals, to read as follows:

CHAPTER 18 - ANIMALS

ARTICLE I. IN GENERAL

Sec. 18-1. Definitions

The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning:

Adequate Shelter for domestic animal or pet bird is defined as shelter that would allow the domestic animal or pet bird to remain dry and protected from the elements at all times while providing sufficient ventilation within the shelter.

Adoption is defined as the transfer of ownership from the City of Bedford to a person or organization deemed suitable for the care, custody and control of the animal.

Animal is defined as one or more of the following classifications contained within this Chapter: domestic animal, fowl, livestock, permit eligible non-domestic animal, pet bird, prohibited animal, swine, and wildfowl.

Animal Control Authority is defined as a municipal employee assigned to the Animal Control Division whose duties include those as defined in Article II, Animal Control Division.

Animal Shelter Advisory Board (Board) is defined as a seven member committee consisting of City Council appointees and municipal employees for the purposes of serving as an advisory committee to the Animal Control Authority and the City and also to assist in the permitting processes as outlined in this Chapter.

At Large is defined as any animal not confined to the premises or property of the owner by a structure of adequate construction as to prevent escape or unsolicited contact with humans or animals, or animals not under the control of the owner or other person authorized by the owner to care for the animal, either by leash, cord, chain or similar restraining device.

Domestic Animal is defined as any animal whose physiology has been determined or manipulated through selective breeding and does not occur naturally in the wild and any animal which can be vaccinated against rabies with an approved rabies vaccine, and any animal which has an established rabies quarantine observation period as established by the Texas Department of Health. Domestic Animal shall include dogs, cats, gerbils, guinea pigs, hamsters, ferrets, rabbits, rodents, non-poisonous reptiles, or non-poisonous snakes of a species which does not reach a length greater than six feet and other species of animals which are sold or retained as a

ORDINANCE NO. 13-

household pet, not including birds, fish, skunks, non-human primates, and any other species of wild, exotic, or carnivorous animals, and other that may be restricted by Ordinance.

Educational Exhibit or Program is defined as a temporary display or program designed to promote interest and education in wildlife where a permit has been issued by the City authorizing the exhibit or program, including those classified as a prohibited animal, permit-eligible non-domestic animal, or livestock.

Fierce or Dangerous Animal is defined as:

- (1) Any animal that makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own; or
- (2) Any animal that commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own, and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to that person; or
- (3) Any animal that makes an unprovoked attack on another domestic animal that causes bodily injury and occurs in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own.

Fowl is defined as a bird of the order Galliformes, which can be used as food. This term includes but is not limited to the common domesticated chicken, duck, geese, turkey, quail, dove, and pheasant.

Home Observation Period is defined as the Animal Control Authority permitting an owner to retain custody of an animal suspected of rabies or under investigation as a fierce or dangerous animal for a period of time as set forth in this Chapter, as long as all requirements of the Animal Control Authority are met.

Hybrid is defined as the off-spring of two different breeds or species; excepting where both parenting breeds or species are defined as domestic animals.

Livestock is defined as domesticated animals of the Family Bovidae (cattle, sheep, goats), and Family Equidae (horses, donkeys, mules).

Local Rabies Control Authority is defined as the supervisor over the Animal Control Division is hereby designated as the local rabies control authority in accordance with requirements listed in the Texas Health and Safety Code. In the absence of the Animal Control Supervisor, the officer temporarily serving in that capacity shall assume the duties and responsibilities of the Local Rabies Control Authority.

Muzzled is defined as the placement of a wire or leather device over an animal's snout which prevents the animal from biting.

Obnoxious Odor is defined as an odor that unreasonably disturbs or interferes with the peace, comfort and repose of neighboring persons of normal sensibilities.

Owner is defined as any person owning, keeping, or harboring an animal, or who has custody or control of an animal.

Permit-Eligible Non-Domestic Animal is defined as any animal which is now or historically has been found to be wild by nature and not customarily domesticated in the City. This term includes but is not limited to:

- (1) Cebus Appela (capuchin monkeys).
- (2) Family Callithricidae (marmosets).
- (3) Family Camelidae (llama).
- (4) Order Artiodactyla, even-toed hoofed mammals, excluding the domesticated species of the

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Family Bovidae (cattle, sheep, goats).

- (5) Order Perissodactyla, odd-toed hoofed mammals, excluding the domesticated species of the Family Equidae (horses, donkeys, mules and zebras).

Pet Bird is defined as any tame, warm blooded vertebrate distinguished by having the body more or less completely covered with feathers and the forelimbs modified as wings that was bred in captivity for the sole purpose of being kept for pleasure rather than for utility. This includes, but is not limited to, birds commonly sold in local pet stores.

Prohibited Animal is defined as any animal which is now or historically has been found to be wild by nature and not customarily domesticated in the City. Any animal which by definition falls into this category is prohibited from being kept, harbored, or maintained within the city limits, except for those temporarily permitted under this Chapter. This term includes:

A. Class Mammalia.

(1) Order Carnivora.

- a. Family Canidae (dog), excepting *Canis Familiarus* (domestic dog), and including, but not limited to, the wolf, coyote, jackal, fox.
- b. Family Felidae (cat), excepting *Felis Catus* (domestic cat) and including, but not limited to, the bobcat, tiger, jaguar, leopard, lion, cougar, mountain lion or panther.
- c. Family Hyenidae (hyena).
- d. Family Ursidae (bear).
- e. Family Procyonidae (raccoons).

(2) Order Proboscidea (elephant).

- a. Family Hippopotamidae.

(3) Order Primata (primates), including, but not limited to, chimpanzee, baboon, orangutan, gibbon, and gorilla (Old World and New World), excepting the Family Hominidea (man).

(4) Order Marsupialia including, but not limited to, kangaroos, opossums, koala bears, wallabies, bandicats and wombats.

(5) Order Edentata including, but not limited to, sloths, anteaters and armadillos.

(6) Order Rodentia, including, but not limited to, beavers porcupines and squirrels.

(7) Order Artiodactyla.

- a. Family Suidae – swine including, but not limited to, domestic pigs, pot-bellied pigs, hogs and wild pigs.

(8) Order Artiodactyla.

- a. Family Giraffidae.

B. Class Aves

(1) Order Struthioniformes, including, but not limited to, ostrich, rhea, cassowary and emu.

(2) Order Falconiformes, including, but not limited to, hawks, eagles, falcons and vultures.

(3) Order Stigiformes – owls.

(4) Wildfowl as defined in Section 18-1 of this Chapter.

C. Class Reptilia.

(1) Order Squamata.

- a. Sub-order Serpentes – all front and rear fanged venomous snakes and all species

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of the Families Boidea and Pythonidae.

- b. Sub-order Lacertilla – both venomous species of the Family Helodermatidea (Gila Monster and Mexican Bearded Lizard).

(2) Order Crocodylia – crocodile and alligator.

D. Hybrids as defined in Section 18-1 of this Chapter.

E. Any class, order, species of the Animal Kingdom which is venomous to human beings, whether its venom is transmitted by bite, sting, touch or other means, excepting the honey-producing bee, which does not include any strain of killer bee.

Rabies Exposure is defined as any bite, scratch, or other situation in which saliva or nerve tissue of a potentially rabid animal enters an open or fresh wound, or comes in contact with mucous membranes by entering the eye, mouth or nose of a human or another animal.

Reasonable Medical Care for a domestic animal or pet bird is defined as appropriate over the counter or veterinary care necessary to treat the applicable medical condition, including veterinary care, prescription medicine, over the counter medicine, or other appropriate or recognized treatment.

Secure Enclosure is defined as a fence or structure of at least six feet in height, forming or causing an enclosure, suitable to prevent the entry of young children and suitable to confine a fierce or dangerous animal in conjunction with other measures which may be taken by the owner, such as tethering of the fierce or dangerous animal. Such enclosure shall be securely enclosed and locked and designed with secure sides, top and bottom, and shall be designed to prevent the animal from escaping the enclosure. Any such enclosure shall be inspected and approved by the Animal Control Authority and by the Building Inspection Department before its use as an enclosure for a fierce or dangerous animal.

Swine is defined as any stout-bodied, short-legged omnivorous mammal with a long, mobile snout and small tail belonging to the Family Suidae. This includes, but is not limited to, the domestic pig, pot-bellied pig, hog and its wild relatives.

Quarantine for the purposes of this Chapter is defined as the sequestering and isolation of an animal in a controlled setting.

Unprovoked with respect to an attack by an animal on a person, is defined as the animal was not hit, kicked or struck by a person with any object or part of a person's body, nor was any part of the animal's body pulled, pinched or squeezed by a person. In the case of an attack on another animal, "unprovoked" is defined as the animal that was attacked was not, at the time of the injury or damage was sustained, teasing, tormenting, abusing or assaulting the animal, or protecting or defending a human being within the immediate vicinity of the animal from an unjustified attack or assault.

Vaccination is defined as an injection of a vaccine, approved by the state veterinarian, administered by a legally licensed veterinarian.

Wildfowl is defined as a bird of the Order Galliformes, used as food or hunted as game, that is living in a state of nature, growing or producing without the aid and care of man, and not ordinarily tame or domesticated.

Secs. 18-2 – 18-09. Reserved.

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ARTICLE II. ANIMAL CONTROL DIVISION

Sec. 18-10. Animal Control Staff.

The City shall employ an Animal Control Supervisor and Animal Control Officers as may be required. The Animal Control Supervisor and Animal Control Officers shall be assigned to the City Police Department's Animal Control Division and the compensation of such officers shall be as authorized by the City Council. For the purpose of this Chapter, the employees of the Animal Control Division are referred to as the Animal Control Authority.

Sec. 18-11. Duties.

The Animal Control Authority or Police Officer shall impound all animals that may be found staked out or at large in or upon any street, alley, public area, or any vacant or unenclosed lot in the City, and confine them for safe keeping. The Animal Control Division shall maintain a record of all animals received and discharged. When any animal is redeemed from the custody of the Animal Control Division by the owner or his/her designee, such owner or designee shall sign a receipt for the animals so redeemed and shall be required to pay any fees associated with the impoundment and boarding of the animal as set forth in Appendix A of the City Code – Schedule of Fees.

Sec. 18-12. Local Rabies Control Authority.

The supervisor over the Animal Control Division is hereby designated as the local rabies control authority in accordance with requirements listed in the Texas Health and Safety Code. In the absence of the Animal Control Supervisor, the officer temporarily serving in that capacity shall assume the duties and responsibilities of the Local Rabies Control Authority.

Secs. 18-13—18-24. Reserved.

ARTICLE III. ANIMAL SHELTER ADVISORY BOARD

Sec. 18-25. Animal Shelter Advisory Board.

- (A) There is hereby created an Animal Shelter Advisory Board to consist of seven members as follows:
- (1) Three representative of the general public;
 - (2) One licensed veterinarian;
 - (3) One representative from an animal welfare organization;
 - (4) One municipal employee (police supervisor over the Animal Control Division);
 - (5) One municipal employee whose duties include the daily supervision of the Animal Shelter (Animal Control Supervisor).
- (B) Members of the Board and their successors shall be appointed by the City Council and shall hold office for staggered terms of two years or until their successors are appointed; excepting the municipal employees who shall serve at the pleasure of the City. All board members, except for the municipal employees, shall serve without compensation. The board members representing the general public shall be residents of the City and have resided within the City for 12 consecutive months preceding the appointment. The veterinarian member shall either be a resident of the City, operate a veterinarian business within the City, or conduct veterinarian services within the City.

Sec. 18-26. Rules; Meetings.

- (A) The Board shall promulgate its own rules consistent with the ordinances of the City and laws of this State. The Board shall meet at least six times per year, and such special meetings as deemed necessary.

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- (B) The Board shall annually select a chairman and a vice-chairman.**
- (C) Municipal employees assigned to this board shall be non-voting members.**
- (D) A majority shall constitute a quorum for the transaction of business. Only voting members shall be considered for the purposes of determining a quorum.**
- (E) A full and complete record of proceedings of this Board shall be kept on file with the City Secretary.**
- (F) When any Board Member has direct interest in any matter before this Board, such member shall disqualify himself/herself from the item under consideration.**

Sec. 18-27. Powers and Duties.

The Board shall have the power and duties as set forth in the City of Bedford Code of Ordinances and as the City Council may from time to time impose upon the Board.

Sec. 18-28. Immunity.

Any Member of the Board acting for the City in the discharge of prescribed duties, shall not thereby be rendered personally liable and is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of such duties.

Secs. 18-29—18-39. Reserved.

ARTICLE IV. RABIES

Sec. 18-40. Vaccination Required.

Dogs and cats shall be vaccinated with rabies vaccine prior to four months of age and at regular intervals thereafter in accordance with rules adopted by the Texas Health and Safety Code. Failure of the owner to comply with the requirements of this Article shall constitute a misdemeanor.

Sec. 18-41. Proclamation of Additional Rabies Protection Regulations.

Upon the recommendation of the County Health Officer, the Mayor shall have the authority by proclamation, to make any additional regulations deemed necessary to protect the public from rabies.

Sec. 18-42. Animals Exposed or Suspected of Exposure to Rabies; Quarantine; Disposition; Costs.

- (A) A person having knowledge of an animal bite or scratch to an individual that the person could reasonably foresee as capable of transmitting rabies or having knowledge of an animal that the person suspects is rabid, shall report the incident or animal to the local rabies control authority of the county or municipality in which the person lives, in which the animal is located, or in which the exposure occurs. The report shall include the name, address of any victim and the animal's owner, if known, and any other information which may aid in locating the victim or the animal.**
- (B) The owner of an animal that is known, reported, or suspected to be rabid, or suspected to have exposed an individual or another animal to rabies, shall submit the animal for quarantine to the local rabies control authority. The local rabies control authority shall quarantine the suspected animal in accordance with rules adopted by the State Board of Health. The local rabies control authority may contract with one or more public or private**

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entities for the purpose of providing and operating a quarantine facility.

- (C) The local rabies control authority shall quarantine for at least ten days any animal that the local rabies control authority has probable cause to believe is rabid or is suspected of possibly exposing an individual or another animal to rabies.
- (D) In accordance with the Texas Health and Safety Code requirements, if it is determined by a veterinarian that a quarantined animal shows the clinical signs of rabies, the animal shall be humanely destroyed. If the animal dies or is destroyed while in quarantine, the head or brain of the animal shall be submitted to an approved laboratory of veterinary medicine for testing, or if needed, such as in the case of a very small animal, as much of the animal as the testing lab directs.
- (E) If at the end of the quarantine or home observation period the animal does not show the clinical signs of rabies, the local rabies control authority shall release the animal to the owner following the quarantine or home observation period if:
 - (1) The owner has a current rabies vaccination certificate for the animal; or,
 - (2) The animal is vaccinated against rabies by a licensed veterinarian at the owner's expense.
- (F) The owner of an animal that is quarantined shall pay to the City the reasonable costs of the quarantine and disposition of the animal prior to the release of the animal. The owner of a quarantined animal shall have up to three business days after the period of quarantine of the animal has expired to claim the animal. The local rabies control authority shall notify the quarantined animal's owner of the quarantine period ending date and ending date of the three-day holding period after quarantine. These notifications shall occur at the time the animal is impounded for quarantine and at the end of the quarantine period.
- (G) If the owner does not claim the animal at the expiration of the three-day post quarantine holding period, the animal shall become the property of the City and made available for disposition under the provisions of this Chapter.

Secs. 18-43—18-54. Reserved.

ARTICLE V. LICENSING

Sec. 18-55. License - Required.

Each dog or cat kept, harbored or maintained in the City shall be licensed annually. Failure of the owner to comply with the requirements of this Article shall constitute an offense.

Sec. 18-56. License - Presentation of Vaccination Certificate.

At the time of application, the dog or cat owner shall present a certificate from a licensed veterinarian verifying the dog or cat's rabies vaccination in accordance with the Texas Health and Safety Code.

Sec. 18-57. License - Application.

The license shall be good for a 12-month period from the date of issuance and shall include the owner's name, address and the dog or cat's breed, color and sex.

Sec. 18-58. License - Fee.

An owner submitting an application for a dog or cat license is responsible for the licensing fee as set forth in Appendix A of the City Code – Schedule of Fees.

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Sec. 18-59. License - Issuance.

The Animal Control Authority shall issue a dog or cat license upon the owner satisfying the provisions of this Article.

Sec. 18-60. License - Tag and Collars.

- (A) At the time of the licensing, the Animal Control Authority shall provide the owner a certificate and a metal tag for each licensed dog or cat. The tag shall be stamped with the year it was issued along with the corresponding certificate number.
- (B) A replacement dog or cat tag shall be issued by the Animal Control Authority upon the determination that the dog or cat is currently licensed and the licensing period is still valid. The dog or cat owner is responsible for the tag replacement fee as set for in Appendix A of the City Code – Schedule of Fees.
- (C) Dog and cat licenses and tags shall not be transferable. The death of a dog or cat, or the owner relocating out of the City does not qualify for a refund.
- (D) Every dog in the City shall be required to wear a collar displaying the City issued tag.
- (E) Failure of the owner to comply with requirements of this Article shall constitute a misdemeanor.

Secs. 18-61—18-69. Reserved.

ARTICLE VI. GENERAL PROVISIONS

Sec. 18-70. Conditions.

In addition to the licensing, rabies and other requirements set forth in this Chapter for animal ownership, any person who owns or is responsible for the care, custody, and control of any animal shall:

- (A) Make clean water available to any animal at all times to prevent dehydration.
- (B) Provide food of sufficient nutritional value regularly so that any animal being kept shall be maintained in good health and free from malnutrition.
- (C) Provide adequate shelter as defined in Section 18-1 for any domestic animal or pet bird kept out-of-doors.
- (D) Seek reasonable medical treatment as defined in Section 18-1 for any domestic animal or pet bird suffering from tic or flea infestation or any other obvious illness, injury or communicable disease.

Secs. 18-71—18-79. Reserved.

ARTICLE VII. ANIMALS PER DWELLING OR PROPERTY

Sec. 18-80. Number of Domestic Animals Per Dwelling or Property.

- (A) It shall be unlawful for any person to keep, allow, maintain, or harbor more than five domestic animals on a single-family residentially zoned property. Puppies and kittens under six months of age shall not be counted for purposes of this Article.
- (B) It shall be unlawful for any person to keep, allow, maintain, or harbor more than three

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domestic animals for each duplex or multi-family zoned property, or for other zoning classifications, except as authorized by the City's comprehensive zoning ordinance. Puppies and kittens under six months of age shall not be counted for the purposes of this Article.

Sec. 18-81. Number of Fowl Per Dwelling or Property.

- (A) It shall be unlawful for a person to keep, allow, maintain, or harbor fowl within the corporate limits of the City in a pen, stable, shed, structure or other enclosure at a distance of less than 50 feet from a residence or dwelling used for human habitation, business, commercial establishment, office, school, hospital or nursing home. The 50-foot requirement does not apply to the fowl owner's residence, business, commercial establishment or office.
- (B) It shall be unlawful for a person to keep, allow, maintain, or harbor more than five fowl on a single-family residentially zoned property. Chicks under six weeks of age born on the property shall not be counted for the purposes of this Article.
- (C) It shall be unlawful for a person to keep, allow, maintain, or harbor any fowl at any location in the City unless authorized by the City's comprehensive zoning ordinance.
- (D) It shall be unlawful to keep, maintain or harbor any fowl in any property zoned or used for duplex or multi-family uses.

Sec. 18-82. Number of Pet Birds Per Dwelling or Property.

- (A) It shall be unlawful for a person to keep, allow, maintain, or harbor more than five pet birds on a single-family residentially zoned property. Chicks under six weeks of age born on the property shall not be counted for the purposes of this Article.
- (B) It shall be unlawful for a person to keep, allow, maintain, or harbor more than three pet birds on a duplex or multi-family zoned property, or for other zoning classifications, except as authorized by the City's comprehensive zoning ordinance.

Sec. 18-83. Number of Total Animals Per Dwelling or Property Without a Multi-Pet Permit.

- (A) It shall be unlawful for a person to keep or harbor more than ten total animals on a single-family residentially zoned property. Puppies and kittens under six months, chicks under six weeks and permit-eligible non-domestic animals shall not be counted for the purposes of this Article.
- (B) No person shall keep or harbor more than six total animals on a duplex or multi-family residentially zoned property, or for other zoning classifications except as authorized by the city's comprehensive zoning ordinance. Puppies and kittens under six months that are born on the property, and chicks under six weeks that are born on the property, shall not be counted for purposes of this Article.

Sec. 18-84. Multi-Pet Permitting and Ownership.

- (A) *Issuance.* Any person, firm, or corporation wishing to keep more than the permissible number of animals and who does not possess a commercial business permit, may apply for a multi-pet permit. The multi-pet permit shall be applicable for all classes of animals excepting livestock, permit-eligible non-domestics, and prohibited animals.

In considering each multi-pet permit application, the Animal Control Supervisor shall grant or deny a permit, or shall issue a permit that reduces or modifies the number of animals requested in the application. The determination shall be based on the applicant's ability to adequately care for the animals listed on the permit application. The Animal Control Supervisor may utilize all available local, state or federal regulations, or other guidelines to assist in determining whether to approve or deny the permit application. The multi-pet permit

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shall be issued provided the applicant meets all of the provisions of this Section and of this Article.

- (B) **Conditions.** The following conditions are mandatory for the issuance of and continuance of any multi-pet permit:
- (1) Facilities shall be of sufficient size as to allow each animal to sit, stand and lie in a normal manner and to turn about freely. The size of the facility shall be in proportion to the length and height of the animal and in accordance with federal animal health and welfare regulations.
 - (2) Adequate food and water shall be provided so that all animals are in good health and free of malnutrition and/or dehydration.
 - (3) The premises shall be kept in a sanitary condition and reasonably free of feces (animal waste), parasites, insects and flies that could be harmful to the animals health and/or the health of the public.
 - (4) The animals and facility shall be kept free of odor or stench that would be offensive or disturbing to a person of normal sensibilities on adjoining, adjacent or neighboring premises.
 - (5) The animals shall be maintained in a way that does not pose a danger or threat to the health of the community, the animals, or adjacent animals.
 - (6) The animals shall be compatible with each other and shall not cause noise that would be offensive or disturbing to a person of normal sensibilities on adjoining, adjacent, or neighboring premises.
 - (7) All animals shall meet the licensing and vaccination requirements of this Chapter.
 - (8) The applicant, holders of the permit, or other persons residing at the applicant location have not been issued citations for violation of this Chapter on two or more separate occasions within the proceeding 12-month period at the time of application.
 - (9) Animals covered by the permit have not been impounded on two or more separate occasions within the proceeding 12-month period at the time of application.
 - (10) All applicable multi-pet permitting fees have been satisfied.
- (C) **Inspections.** A site inspection shall be completed prior to the issuance of a permit and every six months thereafter. Unannounced inspections of multi-pet permit locations may be conducted at anytime a permit is in effect. Photographs of the inspection site shall be kept on file with the multi-pet permit.
- (D) **Revocation.** A multi-pet permit may be revoked by the Animal Control Supervisor if upon investigation it is determined that a permit holder has failed to adhere to any of the provisions listed in this Chapter. A holder whose permit has been revoked may not reapply and/or shall be denied a permit for a period of one year from the date of revocation.
- (E) **Appeal.** Any person, firm, or corporation wishing to appeal the decision of the Animal Control Supervisor due to the denial or revocation of a multi-pet permit, may do so by filing an appeal with the Animal Control Supervisor or designee within three business days from the date of denying or revocation of a permit. Such appeal must be in writing and state the grounds for appeal, and shall be heard by the Animal Shelter Advisory Board. The appeal may be heard at the next scheduled meeting, so long as enough time is provided to post the scheduled meeting pursuant to the Texas Open Meetings Act, or the Board may call a special meeting to hear the appeal, at the option of the Board. After the hearing, the Animal Shelter Advisory Board may uphold the decision of the Animal Control Supervisor, overrule the decision of the Animal Control Supervisor or amend or modify the decision of the Animal Control Supervisor, as decided by a majority of the voting members of the Board.
- (F) **Violation.** It shall be unlawful for any person to violate any provisions of this Article.

Secs. 18-85 - 18-94. Reserved.

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ARTICLE VIII. LIVESTOCK

Sec. 18-95. Livestock Restrictions and Regulations.

- (A) It shall be unlawful for a person to keep, allow, maintain, or harbor livestock within the corporate limits of the City in a pen, stable, shed, structure or other enclosure at a distance of less than 50 feet from a residence or dwelling used for human habitation, business, commercial establishment, office, school, hospital or nursing home except for those temporarily permitted under this Chapter. The 50-foot requirement does not apply to the livestock owner's residence, business, commercial establishment or office.
- (B) It shall be unlawful for any person to keep, allow, maintain, or harbor any livestock within the corporate limits of the City where there is less than one acre for each head of livestock, except for those temporarily permitted under this Chapter. Newborns under six months of age born on the property shall not be counted for the purposes of this Article.
- (C) Watering troughs or tanks containing clean water shall be provided and accessible at all times to livestock. Watering troughs and/or watering tanks shall be equipped with adequate facilities for draining the overflow to prevent the breeding of flies, mosquitoes or other insects.
- (D) The feeding of livestock shall be done only in impervious containers or on an impervious platform.
- (E) Unconsumed feed shall be removed and disposed of by burial or other sanitary means.
- (F) Putrescible material or animal waste shall not be allowed to accumulate on the premises.
- (G) *Violation.* It shall be unlawful for any person to violate any provisions of this Article.

Secs. 18-96 - 18-104. Reserved.

ARTICLE IX. IMPOUNDMENTS

Sec. 18-105. Impounding; Any Citizen Authorized.

Any citizen of the City is authorized to take up and deliver to the Animal Control Authority any animals mentioned in this Chapter that may be found running at large in the City.

Sec. 18-106. Impounding - Redemption on Application.

Any person owning any animal which has been impounded under this Article shall have the right to take possession of such animal by applying to the Animal Control Authority to include meeting all licensing requirements as set forth in this Chapter, and paying the fees as forth in Appendix A of the City Code – Schedule of Fees.

Sec. 18-107. Impoundment Time and Redemption Requirements.

- (A) Any animal held at the City's Animal Control Facility for whom ownership cannot be determined, either through city license registration, rabies vaccination tags or other means, shall be held for a minimum of three business days.
- (B) In those cases where ownership can be determined, the Animal Control Authority shall attempt to notify the owner of the animal by either written notice left at the address of record, or by telephone. The animal shall be held for a minimum of three business days after reasonable attempts have been made to notify the owner.

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- (C) Any animal not claimed or where arrangements to retrieve the animal are not made within three business days after reasonable attempts to contact the owner have been made, shall become the property of the City and made available for disposition under provisions of this Chapter.
- (D) Any animal relinquished by the owner to the City shall be immediately available for disposition under the provisions of this Chapter.

Sec. 18-108. Adoption Conditions and Requirements.

- (A) The Animal Control Authority shall be authorized to place for adoption animals impounded by the City where the animal appears in good health; however, such decision shall not constitute a warranty of the health or age of the animal.
- (B) Any animal with obvious defects or health problem and dogs that habitually run loose or are overly aggressive, will generally not be considered for adoption. Obvious defects that may disqualify an animal for adoption may include, but are not limited to: uncorrectable lameness, contagious skin disease, severe mucus discharge from the nose, and persistent diarrhea.
- (C) A person who finds and turns in an at-large animal that is not claimed, shall be given adoption preference. This provision does not include a City employee who impounded the animal in the course of their duties.
- (D) Any dog or cat adopted through the City of Bedford Animal Control Facility shall be surgically altered to prevent reproduction. The sterilization shall be performed prior to the release of the dog or cat, excepting females under six months of age or males under eight months of age at the time of adoption. Sterilization may be waived at the time of adoption if the adopter signs an agreement to sterilize the dog or cat by a specified date, and pays the required refundable deposit as set forth in Appendix A of the City Code – Schedule of Fees. The deposit will be automatically forfeited by any adopter failing to provide proof of sterilization by the specified date. A person failing to sterilize and provide proof of sterilization of an adopted dog or cat by the specified date of the adoption agreement constitutes a misdemeanor and authorizes the Animal Control Authority to re-impound the dog or cat and/or issue a citation.
- (E) Any dog or cat adopted through the City of Bedford Animal Control Facility shall receive a rabies vaccination prior to the release of the dog or cat, excepting dogs or cats under four months of age at the time of adoption. Rabies vaccination may be waived at the time of adoption if the adopter signs an agreement to vaccinate the dog or cat by a specified date, and pays the required refundable deposit as set forth in Appendix A of the City Code – Schedule of Fees. The deposit will be automatically forfeited by any adopter failing to provide proof of rabies vaccination by the specified date. A person failing to vaccinate an adopted dog or cat for rabies by the specified date of the adoption agreement constitutes a misdemeanor and authorizes the Animal Control Authority to re-impound the dog or cat and/or issue a citation. Failure to provide proof of vaccination shall create a presumption that the animal has not been vaccinated for purposes of issuing a citation.
- (F) Any sterilization and/or vaccination agreement shall contain:
 - (1) date of the agreement;
 - (2) name, address, and signature of the adopter;
 - (3) description of the adopted dog or cat;
 - (4) sterilization completion date:
 - a. by the thirtieth day after the date of adoption for adult dog or cat;
 - b. by the thirtieth day after a female dog or cat is estimated to reach six months of age; or,

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- c. by the thirtieth day after a male dog or cat is estimated to reach eight months of age.
 - (5) a statement, printed in conspicuous bold print, that sterilization of the dog or cat is required in accordance with the Texas Health and Safety Code, and that a violation of this Chapter is a criminal offense punishable as a Class C Misdemeanor, and;
 - (6) rabies vaccination completion date:
 - a. by the thirtieth day after the date of adoption for a dog or cat at least four months of age; or,
 - b. by the thirtieth day after a dog or cat is estimated to reach four months of age.
- (G) All dogs and cats adopted by residents of the City of Bedford shall be licensed as set forth in this Chapter.

Sec. 18-109. Disposition of Animals.

- (A) The Animal Control Authority is authorized to:
- (1) Destroy any animal at the site where it is found, if the animal poses an imminent danger to a person or property.
 - (2) Impound any animal at large, suspected of being diseased, or endangers the health of a person or another animal.
 - (3) Euthanize any impounded animal if the Animal Control Authority determines that:
 - a. The recovery of the animal from injury, disease or sickness is unlikely;
 - b. The animal is unsuitable for adoption as provided for in accordance with this Chapter; and/or,
 - c. Necessary for the health and welfare of the animals confined within the Animal Shelter.
 - (4) Destroy any animal demonstrating the characteristics of having rabies or any animal manifesting a disposition to bite, when such animals are found at large and when reasonable efforts to capture the animal have failed.

Secs. 18-110 - 18-129. Reserved.

ARTICLE X. UNLAWFUL ACTS

Sec. 18-130. Nuisances – Odor.

It shall be unlawful for any person to allow or permit any animal under their ownership or control to create a nuisance resulting from obnoxious odors.

Sec. 18-131. Nuisances – Noise.

It shall be unlawful for any person to willfully or knowingly harbor or keep on his/her premises or elsewhere any animal or fowl of any kind that makes or creates an unreasonable disturbance of the neighbors or the occupants of the adjacent premises or people living in the vicinity thereof, or suffer or permit such animal or fowl to make or create disturbing noises by barking, howling, bawling, crowing, or otherwise. A person shall be deemed to have willfully and knowingly violated the terms of this Section if such person shall have been notified by the neighbors or the Animal Control Authority or any police officer of such disturbance and shall have failed to correct such disturbance and prevent its recurrence.

Sec. 18-132. Duty to remove animal waste.

It shall be unlawful for any person to allow or permit any animal under their ownership or control to defecate on public property or the property of others without removing the waste in a proper and sanitary manner.

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Sec. 18-133. Unattended animal.

It shall be unlawful for any person to allow or permit any animal under their ownership or control to run at large, be herded or staked out in or upon any street, alley, public area, or private property not owned by the owner or any vacant or unenclosed lot.

Sec. 18-134. Requirements; Animal in heat.

It shall be unlawful for any person to allow or permit any animal under their ownership or control in heat to be allowed on any street, avenue, highway, alley, sidewalk, parkway, or other public place in the City.

Secs. 18-135 - 18-139. Reserved.

ARTICLE XI. ANIMALS IN VEHICLES

Sec. 18-140. Animal in Vehicles.

- (A) It shall be unlawful for a person to leave any animal in a standing or parked vehicle in such a way as to endanger the animal's health, safety, or welfare.
- (B) The Animal Control Authority or a police officer is authorized to use reasonable force to remove the animal from the vehicle whenever it appears the animal's health, safety, or welfare is, or will be endangered, if the owner of the vehicle cannot be located after reasonable attempts have been made.
- (C) Any animal removed from a vehicle under this Chapter shall be taken to the Animal Control Facility, or to a veterinarian, if the animal is in distress and appears to need immediate medical care.
- (D) A written notice shall be attached to a vehicle where an animal has been removed. The noticed shall include the name of the Animal Control Authority or police officer, a telephone number where the Animal Control Authority or police officer can be contacted, and the location where the animal may be claimed by the owner.
- (E) A person in violation of this Article shall be responsible for the full cost and expenses incurred by the City in the care, medical treatment, impoundment, and disposal of the animal, including any damage caused to a vehicle or property, during the removal of the animal from the vehicle.
- (F) It shall be unlawful for a person to transport any animal in an open bed or open trunk of a vehicle upon any roadway or parking lot where the animal is either unsecured or unrestrained, or in a manner that presents a significant risk of harm to the animal or to others.

Secs. 18-141 - 18-149. Reserved.

ARTICLE XII. FIERCE OR DANGEROUS ANIMALS

Section 18-150. Determination that an Animal is Dangerous.

- (A) An animal may be initially declared dangerous by one of the methods set forth below:
 - (1) Individual Reporting to Animal Control Authority
 - a. If a person reports an incident in which an animal either (i) makes an unprovoked attack on a person or domestic animal that causes bodily injury and occurs in a

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place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own; or (ii) commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to that person, the Animal Control Authority may investigate the incident. If, after receiving the sworn statements of any witnesses, the Animal Control Authority determines the animal is a dangerous animal, it shall notify the owner of that fact.

- b. An owner, not later than the 15th day after the date the owner is notified that an animal owned by the owner is a dangerous animal, may appeal the determination of the Animal Control Authority to a justice, county, or municipal court of competent jurisdiction. An owner may appeal the decision of the justice, county, or municipal court in the same manner as appeal for other cases from the justice, county, or municipal court.

(2) Individual Filing Report in Court

- a. A person may report an incident in which an animal either (i) makes an unprovoked attack on a person or domestic animal that causes bodily injury and occurs in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own; or (ii) commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to that person; to a municipal court, a justice court, or a county court. The owner of the animal shall deliver the animal to the Animal Control Authority not later than the fifth day after the date on which the owner receives notice that the report has been filed. The Animal Control Authority may provide for the impoundment of the animal in secure and humane conditions until the court orders the disposition of the animal.
- b. If the owner fails to deliver the animal as required by Subsection (2-a.), the court shall order the Animal Control Authority to seize the animal and shall issue a warrant authorizing the seizure. The Animal Control Authority shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions until the court orders the disposition of the animal. The owner shall pay any cost incurred in seizing the animal.
- c. The court shall determine, after notice and hearing as provided in Section 18-153 "Hearing," whether the animal is a dangerous animal.
- d. The court, after determining that the animal is a dangerous animal, may order the Animal Control Authority to continue to impound the dangerous animal in secure and humane conditions until the court orders disposition of the animal under Section 18-153 "Hearing" and the animal is returned to the owner or destroyed.
- e. The owner shall pay a cost or fee assessed under Appendix A of the City Code – Schedule of Fees.

(B) Any complaint alleging an animal to have displayed a fierce or dangerous propensity shall be submitted to the Animal Control Authority or a police officer as a written sworn complaint, to include the following information as applicable:

- (1) Name, address and telephone number of the complainant and any other witnesses to the incident.
- (2) Date, time and location of the incident.
- (3) Name, address and telephone number of the animal owner.
- (4) Statement regarding the incident, for example: if a person or another animal was attacked, if there were injuries or fatalities, location, and any other descriptive information.
- (5) Statement outlining any previous exhibited fierce or dangerous propensities of the animal.

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- (6) Other facts or circumstances regarding the incident.
- (C) During a fierce or dangerous animal investigation, the Animal Control Authority is authorized to take possession or custody of the animal when it is deemed necessary by the Animal Control Authority for the protection of the public's health, safety or welfare.
- (D) An animal taken into custody by the Animal Control Authority may be returned to the owner pending the outcome of a determination by the Animal Control Authority, municipal court, or court of competent jurisdiction. A decision to release an animal to the owner shall be based on the totality of the circumstances relating to the investigation, and the owner signing an agreement stating that while the determination or appeal is pending the animal shall be:
- (1) Kept inside the owner's dwelling, or if outside, kept under the control of the owner by means of a leash no longer than three feet in length with a collar and leash of strength sufficient to keep the animal restrained; or
 - (2) Kept in a locked pen and chained; or
 - (3) Kept in a kennel or similar business that provides facilities which prevent animals from escaping.

Section 18-151. Defense to Finding of Dangerousness.

It is a defense to a finding of dangerousness that the person who was threatened or attacked by the animal at the time of the injury was committing a willful trespass or other tort upon the premises occupied by the owner of the animal or was committing or attempting to commit a crime.

Section 18-152. Immunity.

Any suit brought against any officer or employee because of an act performed in the enforcement of any provision of the fierce or dangerous animal ordinances shall be defended by the attorney for the City until the final termination of the proceedings.

Section 18-153. Hearing and Determination as to Dangerous Animal.

- (A) The court, on receiving a report of an incident under Section 18-150 or on application under Section 18-150, shall set a time for a hearing to determine whether the animal is a dangerous animal or whether the owner of the animal has complied with Section 18-154 "Requirements for Owner of Dangerous Animals." The hearing must be held not later than the 10th day after the date on which the animal is seized or delivered.
- (B) The court shall give written notice of the time and place of the hearing to:
- (1) the owner of the animal, or the person from whom the animal was seized; and
 - (2) the person who made the complaint.
- (C) Any interested party, including the county or city attorney, is entitled to present evidence at the hearing.
- (D) Upon hearing all the evidence, the court shall make a determination as to whether or not the animal is a dangerous animal. If the court finds that the animal is a dangerous animal, it shall determine whether the animal owners shall be required to meet the requirements set out in 18-154 "Requirements for Owner of Dangerous Animal" or if the animal should be humanely destroyed. The court may also order specific methods or types of restraint or other requirements.

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- (E) An owner or person filing the action may appeal the decision of the municipal court, justice court, or county court in the manner provided for the appeal of cases from the municipal, justice, or county court.

Section 18-154. Requirements for Owner of Dangerous Animal.

- (A) Not later than the 30th day after a person learns that the person is the owner of a dangerous animal, the person shall:
- (1) register the dangerous animal with the Animal Control Authority for the area in which the animal is kept;
 - (2) restrain the dangerous animal at all times on a leash in the immediate control of a person or in a secure enclosure as defined in Section 18-1;
 - (3) obtain liability insurance coverage or show financial responsibility in an amount of at least \$250,000, which amount may be increased if appropriate to cover damages resulting from an attack by the dangerous animal causing bodily injury to a person or domestic animal and provide proof of the required liability insurance coverage or financial responsibility to the Animal Control Authority for the area in which the animal is kept; and
 - (4) comply with any applicable municipal or county regulation, requirement, or restriction on dangerous animal.
- (B) The owner of a dangerous animal who does not comply with Subsection (A) shall deliver the animal to the Animal Control Authority not later than the 30th day after the owner learns that the animal is a dangerous animal.
- (C) If, on application of any person, a justice court, county court, or municipal court finds after notice and hearing as provided by this Section that the owner of a dangerous animal has failed to comply with Subsection (A) or (B), the court shall order the Animal Control Authority to seize the animal and shall issue a warrant authorizing the seizure. The Animal Control Authority shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions.
- (D) The owner shall pay any cost or fee assessed by the municipality or county related to the seizure, acceptance, impoundment, or destruction of the animal. The governing body of the municipality or county may prescribe the amount of the fees.
- (E) The court shall order the Animal Control Authority to humanely destroy the animal if the owner has not complied with Subsection (A) before the 11th day after the date on which the animal is seized or delivered to the animal control authority. The court shall order the Animal Control Authority to return the animal to the owner if the owner complies with Subsection (A) before the 11th day after the date on which the animal is seized or delivered to the Animal Control Authority.
- (F) The court may order the humane destruction of an animal if the owner of the animal has not been located before the 15th day after the seizure and impoundment of the animal.
- (G) For purposes of this Section, a person learns that the person is the owner of a dangerous animal when:
- (1) the owner knows of an attack described in the definition of Section 18-1 of this ordinance for fierce or dangerous animal;
 - (2) the owner receives notice that a justice court, county court, or municipal court has found that the animal is a dangerous animal under Section 18-153; or
 - (3) the owner is informed by the Animal Control Authority that the animal is a dangerous animal under Section 18-150.

Section 18-155. Registration.

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- (A) The Animal Control Authority for the area in which the animal is kept shall annually register a dangerous animal if the owner:**

 - (1) presents proof of:**

 - (a) liability insurance or financial responsibility, as required by Section 18-154;**
 - (b) current rabies vaccination of the dangerous animal; and**
 - (c) the secure enclosure in which the dangerous animal will be kept; and**
 - (2) pays an annual registration fee of \$50.**
- (B) The Animal Control Authority shall provide to the owner registering a dangerous animal a registration tag. The owner must place the tag on the animal's collar.**
- (C) If an owner of a registered dangerous animal sells or moves the animal to a new address, the owner, not later than the 14th day after the date of the sale or move, shall notify the Animal Control Authority for the area in which the new address is located. On presentation by the current owner of the dangerous animal's prior registration tag and payment of a fee of \$25, the Animal Control Authority shall issue a new registration tag to be placed on the dangerous animal's collar.**
- (D) An owner of a registered dangerous animal shall notify the office in which the dangerous animal was registered of any attacks the dangerous animal makes on people or a domestic animal.**

Section 18-156. Attack by Dangerous Animal – Offense of Owner.

- (A) A person commits an offense if the person is the owner of a dangerous animal and the animal makes an unprovoked attack on another person outside the animal's enclosure and causes bodily injury to the other person or domestic animal.**
- (B) An offense under this Section is a Class C misdemeanor.**
- (C) If a person is found guilty of an offense under this Section, the court may order the dangerous animal humanely destroyed by one of the following persons:**

 - (1) a licensed veterinarian;**
 - (2) personnel of a recognized animal shelter or humane society who are trained in the destruction of animals; or**
 - (3) personnel of a governmental agency responsible for animal control who are trained in the humane destruction of animals.**
- (D) It is a defense to prosecution under this Section that the person is a veterinarian, a peace officer, a person employed by a recognized animal shelter, or a person employed by the state or a political subdivision of the state to deal with stray animals and has temporary ownership, custody, or control of the animal in connection with that position.**
- (E) It is a defense to prosecution under this Section that the person is an employee of the institutional division of the Texas Department of Criminal Justice or a law enforcement agency and trains or uses animals for law enforcement or corrections purposes.**
- (F) It is a defense to prosecution under this Section that the person is an animal trainer or an employee of a guard animal company under Chapter 1702, Occupations Code.**

Section 18-157. Violation - Not meeting the Requirements for Ownership of Dangerous Animal.

- (A) A person who owns or keeps custody or control of a dangerous animal commits an offense if the person fails to comply with Section 18-154 "Requirements for Owner of**

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Dangerous Animal” or Section 18-155 “Registration” or any applicable state or county regulation relating to dangerous animals.

- (B) Except as provided by Subsection (C), an offense under this Section is a Class C misdemeanor.**
- (C) An offense under this Section is a Class B misdemeanor if it is shown on the trial of the offense that the defendant has previously been convicted under this Section.**

Section 18-158. Defenses to Prosecution.

- (A) It is a defense to prosecution that the person is a veterinarian, a peace officer, a person employed by a recognized animal shelter, or a person employed by the state or a political subdivision of the state to deal with stray animals and has temporary ownership, custody, or control of the animal in connection with that position.**
- (B) It is a defense to prosecution that the person is an employee of the institutional division of the Texas Department of Criminal Justice or a law enforcement agency and trains or uses animals for law enforcement or corrections purposes.**
- (C) It is a defense to prosecution that the person is an animal trainer or an employee of a guard animal company under Chapter 1702, Texas Occupations Code.**

Secs. 18-159 - 18-164. Reserved.

ARTICLE XIII. EDUCATIONAL EXHIBITS

Sec. 18-165. Educational Exhibit or Program Permit.

It shall be unlawful for any person to have, keep, allow, maintain, or have in his/her possession or under his/her control any prohibited animal, except for those allowed to be permitted under this Article.

Sec. 18-166. Application Process for Educational Exhibit or Program Permit.

- (A) An application for a permit to temporarily house and display any livestock, prohibited, or permit-eligible non-domestic animal, for the purposes of a temporary educational exhibit or program as described in this Chapter, shall be made to the Animal Control Authority. This application shall be in writing and upon a form furnished by the Animal Control Authority. A person/entity who desires to temporarily house and display any livestock, prohibited, or permit-eligible non-domestic animal, for the purposes of a temporary educational exhibit or program as described in this Chapter, shall sign the application form verifying that the information provided is accurate and complete.**
- (B) An application for a permit shall be the responsibility of the applicant and shall be submitted not less than ten working days prior to the beginning date of the desired educational exhibit or program.**
- (C) The application form shall include the following:**
 - (1) Name, address, and telephone number of the applicant;**
 - (2) The applicant’s ownership interest in such an educational display or program;**
 - (3) The proposed location of the educational display or program, and the name, address, and telephone number of the owner of such location, and of the lessee, if any;**
 - (4) The general description as well as the date of birth and/or age of every prohibited animal, livestock, and/or permit-eligible non-domestic animal, which shall be**

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- presented or displayed during the educational exhibit or program for which the permit is sought;
- (5) Any information known to the applicant concerning vicious or dangerous propensities of such livestock, prohibited and/or permit-eligible non-domestic animals for which the applicant intends to house, display, or present during the educational exhibit or program;
 - (6) The confinement plan and housing arrangements for the livestock, prohibited and/or permit-eligible non-domestic animals with particular details as to the safety of structure, locks, fencing, and other satisfactory devices which shows a compliance with USDA requirements, or other applicable requirements of this Article;
 - (7) Noises and/or odors anticipated in the housing or display of the livestock, prohibited and/or permit-eligible non-domestic animal;
 - (8) Prior history of incidents affecting the public health or safety involving the livestock, prohibited and/or permit-eligible non-domestic animal;
 - (9) The intended duration of the educational exhibit or program;
 - (10) Whether or not the educational exhibit or program allows for public contact with any livestock, prohibited and/or permit-eligible non-domestic animal, and if so, the safety measures that will be in place to ensure the health and safety of the public;
 - (11) Proof of liability insurance coverage or financial responsibility in an amount of at least \$250,000, which amount may be increased if needed to cover damages, injury, or death resulting from any livestock, prohibited or permit-eligible non domestic animal, to be in effect the duration of the temporary permit. The insurance shall name the City of Bedford as an additional insured;
 - (12) Any additional information required by the Animal Control Supervisor at the time of filing such application or thereafter.

(D) Other Laws.

In applying for a permit under this Article, the applicant shall provide all information necessary to confirm that he/she is in compliance with all applicable local, state, and federal laws and regulations regarding such livestock, prohibited and/or permit-eligible non-domestic animals.

Sec. 18-167. Review of Application for Permit.

- (A) Copies of any application for permit under this Article shall be sent by the Animal Control Supervisor to the Police Chief, or their designee, for review, and to the City Manager for consideration of approval. Approval of a permit is within the sole discretion of the City Manager. The filing of an application constitutes agreement by the applicant to allow inspection of the premises where the animal is kept or will be kept, for the purposes of determining approval or disapproval of the permit application as well as the continued compliance with the provisions of this Chapter by all participating agencies.
- (B) Confinement Regulations.
The Animal Control Supervisor, in consultation with the Police Chief, or their designee, may set regulations in connection with the issuance of permits regarding the size and type of cage or other means of confinement, the distance from the place of confinement to adjoining property, and any other regulations deemed reasonably necessary by the Animal Control Supervisor to ensure the maintenance of humane and sanitary conditions for the animal and the safety of persons and property. In applying the regulations to a given situation, the Animal Control Supervisor shall take into consideration the type, nature, disposition and training of the specific livestock, prohibited and/or permit-eligible non-domestic animals involved.
- (C) Permit Restrictions.

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A permit shall only be granted where in the opinion of the City Manager conditions exist to reasonably ensure the health, safety, and welfare of the public and the animal's referred to in the permit application. The applicant must show knowledge and ability to properly care for the animals, and a permit shall not be issued to any person who has previously been found guilty of cruelty to animals. The permit shall be non-transferable; it shall apply only to the animal(s) described therein, confined to the location stated therein, and shall be valid only to the person named as the owner or authorized caretaker of the animal(s) and the dates therein.

Sec. 18-168. Inspections.

Unannounced inspections of permitted sites may be conducted at anytime by the Animal Control Authority.

Sec. 18-169. Revocation of Permit.

The Animal Control Supervisor may request the revocation of any permit granted under this Article. The City Manager may, for good cause, revoke any permit or provisions thereof. The permit may be revoked by the City Manager if upon investigation it is determined that the permit holder has failed to adhere to any one of the above provisions listed in this Chapter. In the event it is reasonably necessary to protect against an immediate threat or danger to the public health or safety, the Animal Control Supervisor may request that the City Manager suspend any permit or permits. A person whose permit or permits has been revoked, may not reapply for a permit or permits, for a period of one year from the date of revocation.

Secs. 18-170 - 18-184. Reserved.

ARTICLE XIV. PERMIT ELIGIBLE NON-DOMESTIC ANIMALS

Sec. 18-185. Animals Eligible for Permits.

It shall be unlawful for any person to have, keep, allow, maintain, or have in his/her possession or under his/her control any prohibited animal, except for those allowed to be permitted under this Article.

Sec. 18-186. Application and Fee for Permit-Eligible Non-Domestic Animal.

- (A) Any person who desires to keep, allow or maintain one or more permit-eligible non-domestic animal as described in this Chapter, shall make a separate application to the Animal Control Authority for each permit-eligible non-domestic animal. The application shall be in writing and upon a form furnished by the Animal Control Authority and shall sign the application form verifying that the information provided is accurate and complete.
- (B) The application form shall include the following:
- (1) Name, address, and telephone number of the applicant;
 - (2) The applicant's ownership interest in such a permit-eligible non-domestic animal;
 - (3) The proposed location of the permit-eligible non-domestic animal, and the name, address, and telephone number of the owner of such location, and of the lessee, if any;
 - (4) The general description as well as the date of birth and/or age of the permit-eligible non-domestic animal, for which the permit is sought;
 - (5) Any information known to the applicant concerning vicious or dangerous propensities of the permit-eligible non-domestic animal;
 - (6) The housing arrangements for the permit-eligible non-domestic animal with particular details as to safety of the structure, locks, fencing, and other satisfactory

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devices which shows a compliance with USDA requirements, or other applicable requirements of this Article;

- (7) Noises and/or odors anticipated in keeping of the permit-eligible non-domestic animal;
- (8) Prior history of incidents affecting the public health or safety involving the permit-eligible non-domestic animal;
- (9) Any additional information required by the Animal Control Supervisor at the time of filing such application or thereafter;
- (10) Simultaneous with the issuance of the permit for which application has been made, the applicant shall pay a fee in accordance Appendix A of the City Code – Schedule of Fees, for each permit-eligible non-domestic animal requesting to be permitted;
- (11) Total number of acreage available for the animal in conjunction with the total number of animals currently or expected to be on the property; and
- (12) Simultaneous with the issuance of the permit, the owner of the permit-eligible non-domestic animal shall provide proof of liability insurance coverage or show financial responsibility in an amount of at least \$250,000, which amount may be increased if needed to cover damages, injury, or death resulting from a permit-eligible non-domestic animal to be in effect the duration of the permit. The insurance shall name the City of Bedford as an additional insured.

(C) Other Laws.

In applying for a permit under the Article, the applicant shall provide all information necessary to confirm that he/she is in compliance with all applicable local, state, and federal laws and regulations regarding such permit-eligible non-domestic animal.

Sec. 18-187. Review of Application for Permit.

- (A) Copies of any application for permit under this Article shall be sent by the Animal Control Supervisor to the Police Chief or their designee for their review, and to the Animal Shelter Advisory Board for their consideration of approval. Approval of a permit is within the sole discretion of the Animal Shelter Advisory Board. The filing of an application constitutes agreement by the applicant to allow inspection of the premises where the animal is kept or will be kept, for the purposes of determining approval or disapproval of the permit application as well as the continued compliance with the provisions of this Chapter by all participating agencies.**

(B) Confinement Regulations.

The Animal Control Supervisor, in consultation with the Police Chief, or their designee, may set regulations in connection with the issuance of permits regarding the size and type of cage or other means of confinement, the distance from the place of confinement to adjoining property, and any other regulations deemed reasonably necessary by the Animal Control Supervisor to ensure the maintenance of humane and sanitary conditions for the animal and the safety of persons and property. In applying the regulations to a given situation, the Animal Control Supervisor shall take into consideration the type, nature, disposition and training of the specific permit-eligible non-domestic animal involved.

(C) Permit restrictions.

A permit shall only be granted where in the opinion of the Animal Shelter Advisory Board, conditions exist to reasonably ensure the health, safety, and welfare of the public and the animal referred to in the permit application. The applicant must show knowledge and ability to properly care for the animal and a permit shall not be issued to any person who has previously been found guilty of cruelty to animals. The permit shall be non-transferable; it shall apply only to the animal described therein, confined at the location stated therein, and shall only be valid to the person named as owner or authorized care taker of the animal and

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the dates therein.

(D) Term and Renewal of Permits.

Any permit granted under this Article shall be in effect for a period of one year from the date of permit approval. An application for a renewal permit shall be the responsibility of the permit holder and made not less than 45 days prior to the expiration of the existing permit. The application for a renewal permit under this Article shall be the same as the original permitting process.

Sec. 18-188. Inspections.

Unannounced inspections of permitted sites may be conducted at anytime by the Animal Control Authority, with the first inspection being conducted prior to the issuance of the permit. Any permit issued shall undergo a mandatory six-month inspection thereafter. Photographs obtained during the inspection of the premises or provided by the applicant shall be kept on file with the application paperwork.

Sec. 18-189. Revocation.

The Animal Control Supervisor may request the revocation of any permit granted under this Chapter. The Animal Shelter Advisory Board may, for good cause, revoke any permit or provisions thereof. The permit may be revoked by the Animal Shelter Advisory Board if upon investigation it is determined that the permit holder has failed to adhere to any of the provisions listed in this Chapter. In the event it is reasonably necessary to protect against an immediate threat or danger to the public health or safety, the Animal Control Supervisor may request that the Animal Shelter Advisory Board suspend any permit or permits, and in such case the animal referred to in said permit shall be taken into protective custody by the Animal Control Authority. A person, whose permit or permits has been revoked, may not reapply for a permit or permits, for a period of one year from the date of revocation.

Sec. 18-190. Any animal not classified or defined.

Any person wishing to keep, allow, maintain, or harbor an animal not covered by the classifications or definitions of this Chapter may apply to the Animal Control Supervisor. Upon review, the Animal Control Supervisor shall classify or define the animal. Any person desiring to appeal the Animal Control Supervisor's classification shall do so in writing within ten business days of notification of the Animal Control Supervisor's classification. The appeal shall be heard by the Animal Shelter Advisory Board whose decision shall be final.

Secs. 18-191 - 18-204. Reserved.

ARTICLE XV. ENFORCEMENT

Sec. 18-205. Enforcement.

(A) The Animal Control Authority or a police officer shall have the right to enforce any of the provisions of this Chapter. This shall include the authority to issue a verbal or written warning or citation to any person violating a provision of this Chapter.

(1) Warnings shall include the nature of the violation, the corrective action required, and a time frame for compliance.

(B) The City Council may contract with any person, to take up and impound any animal.

Secs. 18-206-18-219. Reserved.

ARTICLE XVI. DISPOSITION OF FEES

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Sec. 18-220. Disposition of Fees.

Money received associated with the fees charged under this Chapter shall be paid to the City and credited to the General Fund.

Secs. 18-221—18-229. Reserved.

SECTION 2. PENALTY

That any person violating any provision of this Chapter may be issued a citation and upon conviction thereof, the person shall be deemed guilty of a misdemeanor and punished as provided in subsection 1-7 of the Code of Ordinance of the City of Bedford. Each 24-hour period of violation, and each separate animal or condition in violation of this Chapter, shall constitute a separate offense.

SECTION 3. SEVERABILITY

That it is hereby declared to be the intention of the City Council 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 by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality 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 4. EFFECTIVE DATE

That this ordinance shall be in full force and effect from and after its passage and publication as required by law.

PASSED AND APPROVED this 8th day of January 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

PART II - CODE OF ORDINANCES
Chapter 18 - ANIMALS
ARTICLE VI. - ANIMAL SHELTER ADVISORY BOARD

Chapter 18 - ANIMALS ^[17]

⁽¹⁷⁾ **Cross reference**— Amusements and entertainments, ch. 14; businesses, ch. 26; environment, ch. 54; prohibited noises, § 54-36; enumeration of nuisances, § 54-66; health and sanitation, ch. 66; disposal of dead animals, § 102-6; traffic and vehicles, ch. 114.

ARTICLE I. - IN GENERAL
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ARTICLE V. - ANIMAL CONTROL AND OWNERSHIP
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⁽¹⁷⁾ **State Law reference**— Local Public Health Reorganization Act, V.T.C.A., Health and Safety Code § 121.001 et seq.; animals, V.T.C.A., Health and Safety Code § 821.001 et seq.; dangerous dogs, V.T.C.A., Health and Safety Code § 822.001 et seq.; Rabies Control Act of 1981, V.T.C.A., Health and Safety Code § 826.001 et seq.; livestock, V.T.C.A., Agriculture Code § 141.001 et seq.; cruelty to animals, V.T.C.A., Penal Code § 42.09; dog fighting, V.T.C.A., Penal Code § 42.10. (Back)

ARTICLE I. - IN GENERAL

[Sec. 18-1. - Animal control board.](#)
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Sec. 18-1. - Animal control board.

(a) There is hereby created an animal control board to consist of three members as follows:

- (1) One representative of the general public; and
- (2) Two licensed veterinarians.

(b) Members of the board and their successors shall be appointed by the city council and shall hold office for staggered terms of two years or until their successors are appointed; the designee of the city manager shall serve at the pleasure of the city manager. All board members, except the veterinarian

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member, shall serve without compensation and must be residents of the city and have resided within the city for 12 consecutive months preceding the appointment. The veterinarian member shall also serve without compensation and must either be a resident of the city or operate a veterinarian business within the city or conduct veterinarian services within the city in order to qualify for appointment to this board.

(c) When any board member has direct interest in any matter before this board, such member shall disqualify himself for the consideration of that particular matter.

(d) The members of the board shall hold semi-annual meetings, and as called and shall meet as soon after their appointments as practicable for the purpose of organization. The board shall formally elect a chairman, who shall be a licensed veterinarian and a vice-chairman and may adopt such rules as it deems necessary for the orderly conduct of its affairs. A full and complete record of proceedings of this board shall be kept on file with the city secretary. A majority shall constitute a quorum for the transaction of business.

(e) The board shall have the power and duties as set forth in the city's codes and ordinances and as the city council shall from time to time impose upon the board.

(f) Any officer or employee or member of the board, acting for the city in the discharge of prescribed duties, shall not thereby be rendered liable personally and is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of such duties. Any suit brought against any officer or employee because of an act performed in the enforcement of any provision of the fierce or dangerous animal ordinances shall be defended by the attorney for the city until the final termination of the proceedings.

(Code 1969, § 4-18; Ord. No. 2289, § 1, 12-12-95; Ord. No. 01-2627, § 6, 11-27-01; Ord. No. 02-2663, § 6, 10-8-02; Ord. No. 06-2840, § 1, 10-24-06)

Cross reference— Administration, ch. 2; officer and employee liability plan, § 2-141 et seq.; boards, commissions and committees, § 2-166 et seq.

Sec. 18-2. - Animals exposed or suspected of exposure to rabies; quarantine; disposition; costs.

(a) A person having knowledge of an animal bite or scratch to an individual that the person could reasonably foresee such animal as being capable of transmitting rabies or of an animal that the person suspects is rabid shall report the incident or animal to the animal warden or the chief of police and the county health officer immediately. The report shall include the name and address of any victim and of the owner of the animal, if known, and any other data which may aid in the locating of the victim or the animal.

(b) The owner of an animal that is reported to be rabid or to have exposed an individual or that the owner knows or suspects to be rabid or to have exposed an individual shall submit the animal for quarantine to the animal warden. The animal warden shall cause the animal so submitted to be quarantined in accordance with rules adopted by the state board of health. The animal warden may contract with one or more public or private entities for the purpose of providing and operating a quarantine facility.

(c) The animal warden shall quarantine for at least ten days any animal that the authority has probable cause to believe is rabid or has exposed an individual.

(d) If it is determined by a veterinarian that a quarantined animal shows the clinical signs of the disease of rabies, the animal shall be humanely destroyed. If the animal dies while in quarantine, the head or brain of the animal shall be submitted to the nearest state department of health laboratory for testing.

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(e) If the animal does not show the clinical signs of rabies, the animal warden or designee shall release the animal to the owner following the quarantine period if:

- (1) The owner has an unexpired rabies vaccination certificate for the animal; or
- (2) The animal is vaccinated against rabies by a licensed veterinarian at the owner's expense.

(f) The owner of an animal that is quarantined shall pay to the city the reasonable costs of the quarantine and disposition of the animal, and the city may bring suit to collect those costs. Any quarantined animal shall be held for three days after the period of quarantine of the animal has expired. The animal warden shall notify the owner of the quarantined animal of the date of the end of the period of quarantine and the date of the expiration of the three-day holding period after quarantine at the time the animal is impounded for such quarantine, and by telephone if possible at the end of the quarantine period.

If the owner does not claim the animal within the three-day period after quarantine, the animal shall become the property of the city and made available for disposition under the provisions of this chapter.

(Code 1969, § 4-5; Ord. No. 04-2730, § 1, 1-13-04)

Sec. 18-3. - Nuisances—Prohibited.

No resident or inhabitant of the city shall maintain any animal in the residential area which will constitute a nuisance to the surrounding neighborhood resulting from obnoxious odors or unnecessary noise, or by not being confined to the property limits of the owner or by allowing the animal to defecate on public property or the property of others without removing the waste in a proper and sanitary manner.

(Code 1969, § 4-14; Ord. No. 04-2730, § 2, 1-13-04)

Cross reference— Nuisances, § 54-66 et seq.

Sec. 18-4. - Same—Poultry raising.

No resident or inhabitant of the city shall be allowed to raise poultry in any residential area of the city under conditions which will create a nuisance to the surrounding neighbors by reason of obnoxious odors or unnecessary noise.

(Code 1969, § 4-15)

Sec. 18-5. - Number of animals per acre.

It shall be unlawful for any resident or inhabitant of the city to maintain in any residential area any horse, cow, hog, sheep, or any other livestock, except, however, any person having more than one acre of ground may be entitled to keep one cow or one horse for each full acre of land held by such person in a single tract of such land.

(Code 1969, § 4-16)

Sec. 18-6. - Fierce or dangerous animals.

(a) If the animal warden or law enforcement officer has probable cause to believe that an animal is fierce or dangerous, or a written complaint is filed against an animal as having displayed a fierce or dangerous propensity, the animal warden or law enforcement officer shall conduct or cause to be

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conducted an investigation as to the viciousness of the animal.

(b) A complainant must file with the animal warden a written sworn complaint which contains the following information, as applicable:

- (1) The name, address and telephone number of the complainant and any other witnesses to the incident.
- (2) The date, time and location of the incident.
- (3) The name, address and telephone number of the animal owner.
- (4) A statement that the animal attacked and killed another animal.
- (5) A statement that the animal attacked or bit a human being.
- (6) A statement outlining any exhibited fierce or dangerous propensities of the animal in past conduct.
- (7) Other facts or circumstances of the incident.

(c) Upon the animal warden's investigation or upon the filing of a written complaint, the animal warden shall investigate the complaint, and if there is sufficient evidence of fierceness or dangerousness, the animal warden shall take such animal into custody and file for a hearing before the animal control board. A hearing shall be held after the owner of the animal has been given notice of the hearing by personal service or certified mail, return receipt requested, at least ten days prior to the hearing date. If the owner is unknown and the identity of such cannot be determined with reasonable due diligence, the hearing may be conducted without the presence of the owner, after the animal has been in custody for at least ten days.

(d) The board shall hold a hearing and, if the animal is found to be fierce or dangerous, shall have the discretion to determine if the animal specified in the complaint should be muzzled, ordered to remain within an enclosure or removed from the city limits for the protection of the public safety, health and welfare.

(1) To order the removal of the animal for the public safety, health and welfare, the board must find one or more of the following facts to be true:

- a. The animal attacked or bit a human being or attacked and killed another animal;
- b. The animal is the same animal which committed the acts specified in the complaint;
- c. The removal of the animal is necessary to preserve the public safety, health and welfare of the community; or
- d. The animal is owned or harbored for the purpose of fighting or any animal trained or being trained for fighting.

(2) To order an animal to be muzzled or confined to an enclosure, the board must find that on more than one occasion the animal has exhibited fierce or dangerous behavior, as those terms are defined in section 18-101

(e) After the hearing, the owner of the animal shall be notified in writing of the determination by personal

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service or certified mail, return receipt requested. If a determination is made that the animal is fierce or dangerous, the owner shall comply with the provisions of this chapter in accordance with a time schedule established by the board, but in no case more than 30 days subsequent to the date of the determination. If the animal was impounded pending the outcome of the determination, the animal warden shall return the animal to the owner upon payment of any fees due and compliance by the owner with any requirement imposed by the board by order.

(f) An owner of an animal may appeal an order of the board to a court of competent jurisdiction within ten days of the decision. If such appeal is perfected by the filing of a petition in a court of competent jurisdiction within ten days of the order of removal, the animal warden shall suspend the removal order, pending the outcome of the appeal. If an appeal has not been perfected within ten days of the order of removal, said order shall be executed.

(g) All fierce and dangerous animals shall be confined in an enclosure. It shall be unlawful for any owner to maintain a fierce or dangerous animal upon any premises which does not have a locked enclosure. It shall be unlawful for any owner to allow any fierce or dangerous animal to be outside of the dwelling of the owner or outside of the enclosure, unless it is necessary for the owner to obtain veterinary care for the fierce or dangerous animal or to sell or give away the fierce or dangerous animal, or to comply with commands or directions of the animal warden with respect to the animal or to comply with the provisions of this chapter. In such event, the animal shall be securely muzzled and restrained, with a collar and chain having a minimum tensile strength of 300 pounds and not exceeding three feet in length, and shall be under the direct control and supervision of the owner.

(h) Any animal taken into custody by the animal warden, pending the outcome of a determination by the board or an appeal of an order of the board, may be returned to the owner at the option of the animal warden, based on the seriousness of the charge against the animal, if the owner signs an agreement stating that while the determination or appeal is pending the animal will be:

- (1) Kept inside the owner's dwelling or, if outside, kept under the control of the owner by means of a leash no longer than three feet in length with a collar and leash of a strength sufficient to keep the animal restrained;
- (2) Kept in a locked pen and chained; or
- (3) Kept in a kennel or similar business that provides facilities which prevent animals from escaping.

(i) It is a defense to prosecution under this section if:

- (1) The person is a veterinarian, a peace officer, a person employed by a recognized animal shelter or a person employed by the state or a political subdivision of the state to deal with stray animals and has temporary ownership, custody or control of the animal in connection with that position; or
- (2) The person who was threatened or attacked by the animal, at the time the injury or attack was sustained, was committing a wilful trespass or other tort upon premises occupied by the owner of the animal or was committing or attempting to commit a crime.

(Code 1969, § 4-17)

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Sec. 18-7. - Penalties for violations.

(a) Any person convicted of any violation of this chapter shall be punished by a fine not to exceed the maximum fine allowed to be imposed by law, except as otherwise provided herein.

(b) Any animal found to be of a fierce or dangerous nature by order of the board is a hazard to the public safety, and any owner of such animal found guilty of having the animal at large shall be subject to a penalty of not less than \$500.00 nor more than the maximum fine allowed to be imposed by law.

(c) Any owner or person having custody or control of an animal that is the subject of a complaint or investigation, who shall attempt to impede the enforcement of this chapter by refusing to abide by the order of the board as to proper restrictions on such animal, or by refusing to deliver such animal for impoundage, or by concealing such animal from an animal warden, or by otherwise wilfully interfering with the impoundage of such animal, shall be guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed the maximum fine allowed to be imposed by law.

(Code 1969, § 4-19)

Sec. 18-8. - Local rabies control authority.

As required by Section 826.017 of the Texas Health and Safety Code, the supervisor over the animal control division is hereby designated as the local rabies control authority.

(Ord. No. 10-2971, § 2, 7-13-10)

Secs. 18-9—18-35. - Reserved.

ARTICLE II. - ANIMAL WARDEN ^[18]

⁽¹⁸⁾ **Cross reference—** Administration, ch. 2.

[Sec. 18-36. - Office created.](#)

[Sec. 18-37. - Appointment.](#)

[Sec. 18-38. - Duties.](#)

[Secs. 18-39—18-65. - Reserved.](#)

Sec. 18-36. - Office created.

There is created the office of animal warden for the city.

(Code 1969, § 4-1)

Sec. 18-37. - Appointment.

The city manager shall appoint and employ an animal warden and such assistants as may be required. Such animal warden and assistants shall be assigned to the city police department, and the compensation of such officers shall be such as is authorized from time to time by the city council.

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(Code 1969, § 4-2)

Sec. 18-38. - Duties.

It shall be the duty of the animal warden to take up all horses, mules, cattle, sheep, swine and goats, or other animals that may be found in and upon any street, alley, or in or upon any vacant or unenclosed lot in the city, and to confine them for safe keeping. The animal warden shall keep a record of all animals received and discharged by him giving marks and brands as well as flesh marks, and when any animal is redeemed from the custody of the animal warden by any owner or his agent, such owner or agent shall sign a receipt for the animals so redeemed, giving a description corresponding with the records in charge of the animal warden, and state on such receipt the amount paid as charges against such animals.

(Code 1969, § 4-3)

Secs. 18-39—18-65. - Reserved.

ARTICLE III. - ANIMALS AT LARGE; IMPOUNDMENT

[Sec. 18-66. - Allowing running at large or staking of animals prohibited.](#)

[Sec. 18-67. - Allowing fowl at large prohibited.](#)

[Sec. 18-68. - Impounding; any citizen authorized.](#)

[Sec. 18-69. - Impounding—Redemption on application.](#)

[Sec. 18-70. - Impoundment time and redemption requirements.](#)

[Sec. 18-71. - Adoption conditions and requirements.](#)

[Sec. 18-72. - Shelter fees.](#)

[Sec. 18-73. - Disposition of fees.](#)

[Secs. 18-74—18-100. - Reserved.](#)

Sec. 18-66. - Allowing running at large or staking of animals prohibited.

It shall be unlawful for any person to allow or permit any cow, calf, steer, bull, bullock, heifer, sheep, goat, hog, horse, mare, colt, mule, jack, or jennet owned or controlled by said person to run at large, or to be herded in or upon any street, alley or public ground or in or upon any unenclosed vacant lot or common within the city, or to stake out any of the above animals mentioned upon any unenclosed lot or any street, alley or public ground in the city.

(Code 1969, § 4-6)

State law reference— Estrays, V.T.C.A., Agriculture Code ch. 142; fences, range restrictions, V.T.C.A., Agriculture Code ch. 143.

Sec. 18-67. - Allowing fowl at large prohibited.

It shall be unlawful for any person to permit, suffer or allow any chicken, duck, turkey, goose or other fowl, owned, kept, or possessed by him or under his control to wander in or upon or invade the premises of any other person, unless the owner or person in charge of such premises shall consent thereto.

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(Code 1969, § 4-7)

Sec. 18-68. - Impounding; any citizen authorized.

Any officer or citizen of the city is authorized to take up and deliver to the animal warden any animals mentioned in this chapter that may be found running at large in the city.

(Code 1969, § 4-8)

Sec. 18-69. - Impounding—Redemption on application.

Any person who may own any animal which has been impounded under this article shall have the right to take possession of such animal by applying to the animal warden and paying the fees herein provided.

(Code 1969, § 4-10)

Sec. 18-70. - Impoundment time and redemption requirements.

(a) Any animal that is held at the city animal control facility for whom ownership cannot be determined, either through city license registration, rabies vaccination tags or other means, shall be held for 72 hours. If such stray animal is not called for by an owner within 72 hours after such animal has been impounded, the animal shall become the property of the city and made available for disposition under provisions of this chapter.

(b) Any animal that is held at the city animal control facility for whom ownership can be determined, either through city license registration, rabies vaccination tags or other means, shall be held for 72 hours after attempts to notify the owner have been made. The animal warden shall notify the owner of the animal by written notice left at the address of record, or by telephone if possible.

If the owner does not claim the animal within three days after the date attempts are made to contact them, the animal shall become the property of the city and made available for disposition under provisions of this chapter.

(c) Any person owning any animal impounded under the terms of this article shall be allowed to take such animal from the place of impoundment under the following conditions:

(1) Upon the payment of an impoundment fee in the amount as prescribed by the schedule of fees set out in Appendix A, Schedule of Fees, such fee to be placed in the general fund of the city.

(2) If such animal has not been vaccinated for rabies, or the owner thereof is unable to provide proof of current rabies vaccination, the animal may be redeemed by the owner only after the owner purchases a rabies voucher as described in subsection 18-71(d).

(3) If such animal resides within city limits and is not currently licensed with the city, the animal can be redeemed only after the owner has secured a license for the animal as described in sections 18-103 and 18-106

(d) Any animal relinquished by the owner to the city shall be immediately available for disposition under provisions of this chapter.

(e) The animal warden or such agent is authorized to:

(1) Destroy the animal at the site where it is found, if the animal poses an imminent danger to a

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person or property.

- (2) Impound an animal which is diseased or endangers the health of a person or another animal.
- (3) Provide for euthanasia of an impounded animal if the animal warden determines that:
 - a. The recovery of the animal from injury, disease or sickness is unlikely;
 - b. The animal is unsuitable for adoption as provided for in subsections 18-71 (a)(1) and (2); and/or
 - c. It is necessary for the health and welfare of the animals confined within the animal shelter.
- (4) Destroy an animal demonstrating the characteristics of having rabies or any animal manifesting a disposition to bite, when such animals are found at large, after having made a reasonable but unsuccessful effort to capture the animal.
- (5) Destroy an animal at the site where it is found, if real or apparent necessity exists for destruction of the animal, such circumstances to include, but are not limited to, severely injured or diseased animals where recovery of the animal is unlikely.

(Code 1969, § 4-11; Ord. No. 2521, § 2, 9-28-99; Ord. No. 04-2730, § 3, 1-13-04)

Cross reference— Schedule of fees, App. A

Sec. 18-71. - Adoption conditions and requirements.

- (a) The animal warden shall be authorized to place for adoption animals impounded by the city under the following conditions:
 - (1) The animal appears healthy enough for adoption and whether its health and age are adequate for vaccination. However, such decision shall not constitute a warranty of the health or age of the animal.
 - (2) The animal warden shall determine whether an animal is suitable for adoption. Animals with obvious defects or health problems and dogs which habitually run loose or are overly aggressive should not be selected for adoption. Obvious defects that may disqualify an animal for adoption may include, but are not limited to: uncorrectable lameness, contagious skin disease, severe mucus discharge from the nose, and persistent diarrhea.
- (b) Except as to the owner, a preference on adoption shall be given to the finder of the animal who turns in the at-large animal, other than a city employee in the course of such employee's duties.
- (c) All animals which are adopted through the city animal control facility shall be surgically altered to prevent reproduction in that animal. In cases whereupon the animal is aged less than eight weeks or weighs less than two pounds, or is not sterilized at the time of adoption a surgical sterilization voucher in the amount of \$25.00 will be issued, the adopter is to present the voucher to any veterinarian within 35 days of adoption or before the animal reaches six months of age for sterilization of the animal. If the veterinarian's charges for the surgical sterilization exceed the amount of the voucher, the adopting person shall be responsible for the additional costs. Failure to surgically sterilize within the age requirements constitutes a misdemeanor and authorizes the animal warden or a designated agent to re-impound the animal and/or issue a citation.

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(d) If such animal is not currently vaccinated for rabies, a rabies vaccination voucher in the amount of \$10.00 will be issued, which the adopting person is to present to any veterinarian within 35 days, or before the animal is aged four months, for vaccination of the adopted animal. If the veterinarian's charges for the vaccination exceed the amount of the voucher, the adopting person shall be responsible for the additional cost. Failure to obtain the vaccination within the time or age requirements constitutes a misdemeanor and authorizes the animal warden or a designated agent to re-impound the animal and/or issue a citation.

(e) All dogs and cats adopted by residents of the city must be licensed as set forth in sections 18-103 and 18-106

(Ord. No. 2521, § 3, 9-28-99; Ord. No. 04-2730, § 4, 1-13-04)

Sec. 18-72. - Shelter fees.

For each animal taken and impounded there shall be a charge for the following as set forth in Appendix A, Schedule of Fees:

- (1) Adoption fee: or equivalent as approved by the police chief for special events.
- (2) Impoundment during a consecutive 12-month period:
 - a. First offense.
 - b. Second offense.
 - c. Third offense.
 - d. Fourth offense.
- (3) Boarding during impoundment: Per day or part thereof.
- (4) Daily rabies quarantine fee.
- (5) Relinquishment of animal fee:
 - a. Animals suspect of rabies.
 - b. Animals for euthanasia.
 - c. Dogs and cats.
 - d. All others: Reasonable cost for relocation or disposal.

(Ord. No. 2521, § 4, 9-28-99; Ord. No. 04-2730, § 5, 1-13-04)

Sec. 18-73. - Disposition of fees.

The money received for impounding and keeping all animals impounded shall be paid to the city and receipt taken therefor, such money to be credited to the general fund of the city.

(Ord. No. 2521, § 4, 9-28-99)

Secs. 18-74—18-100. - Reserved.

ARTICLE IV. - DOGS AND CATS

[Sec. 18-101. - Definitions.](#)
[Sec. 18-102. - Vaccination required.](#)
[Sec. 18-103. - License—Required.](#)
[Sec. 18-104. - Same—Application; period.](#)
[Sec. 18-105. - Same—Presentation of vaccination certificate.](#)
[Sec. 18-106. - Same—Issuance; fee.](#)
[Sec. 18-107. - Same—Tag and collars.](#)
[Sec. 18-108. - Running at large; prohibited.](#)
[Sec. 18-109. - Fierce, dangerous or vicious animals; female animals in heat.](#)
[Sec. 18-110. - Proclamation of additional rabies protection rules.](#)
[Sec. 18-111. - Barking dogs.](#)
[Sec. 18-112. - Enforcement.](#)
[Sec. 18-113. - Guard dogs.](#)
[Sec. 18-114. - Conflicts.](#)
[Secs. 18-115—18-140. - Reserved.](#)

Sec. 18-101. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

At large means any animal not confined to the premises or property of the owner by a structure of adequate construction as to prevent escape or unsolicited contact with humans or animals, or animals not under the control of the owner or other person authorized by the owner to care for the animal, either by leash, cord, chain or similar restraining device.

Board means the animal control board.

Enclosure means a fence or structure of at least six feet in height, forming or causing an enclosure, suitable to prevent the entry of young children and suitable to confine a vicious animal in conjunction with other measures which may be taken by the owner, such as tethering of the vicious animal. Such enclosure shall be securely enclosed and locked and designed with secure sides, top and bottom, and shall be designed to prevent the animal from escaping the enclosure. Any such enclosure must be inspected and approved by the animal warden and by the building inspection department, before its use as an enclosure for a vicious animal.

Fierce or dangerous animal means:

- (1) Any animal which, when unprovoked, in a threatening or terrorizing manner approaches any person in apparent attitude of attack upon the streets, sidewalks or any public grounds or places;
- (2) Any animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or domestic animals;

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- (3) Any animal which bites, inflicts injury, assaults or otherwise attacks a human being or domestic animal without provocation on public or private property;
- (4) Any animal owned or harbored for the purpose of fighting or any animal trained for fighting; or
- (5) Any animal not licensed according to state or city law.

Muzzled means the placement of a wire or leather device over an animal's snout which prevents the animal from biting. A board-ordered muzzling shall be complied with when the owner keeps the animal muzzled any time the animal is outside of the dwelling of the owner.

Owner means any person owning, keeping, or harboring an animal.

Unprovoked, with respect to an attack by an animal on a person, means that the animal was not hit, kicked or struck by a person with any object or part of a person's body, nor was any part of the animal's body pulled, pinched or squeezed by a person. In the case of an attack on another animal, "unprovoked" means that the animal that was attacked was not, at the time the injury or damage was sustained, teasing, tormenting, abusing or assaulting the animal, or protecting or defending a human being within the immediate vicinity of the animal from an unjustified attack or assault.

Vaccination means an injection of a vaccine, approved by the state veterinarian, administered by a legally licensed veterinarian.

(Code 1969, § 4-28; Ord. No. 04-2730, § 7, 1-13-04)

Cross reference— Definitions generally, § 1-2.

Sec. 18-102. - Vaccination required.

Dogs and cats must be vaccinated with rabies vaccine in accordance with rules adopted by the state board of health, and the failure of the owner to cause the same to be done shall constitute a misdemeanor.

(Code 1969, § 4-29; Ord. No. 04-2730, § 8, 1-13-04)

Sec. 18-103. - License—Required.

All dogs and cats kept, harbored or maintained by their owners in the city shall be licensed, and the failure of the owner to cause the same to be done shall constitute a misdemeanor.

(Code 1969, § 4-30)

Sec. 18-104. - Same—Application; period.

The owner shall state, at the time the license application is made and upon forms being furnished for such purpose, his name and address and the name, breed, color and sex of the dog or cat. The license shall be good for a 12-month period from the date of issuance.

(Code 1969, § 4-31; Ord. No. 2521, § 6, 9-28-99)

Sec. 18-105. - Same—Presentation of vaccination certificate.

Before a dog or cat license will be issued, the owner of the dog or cat must present a certificate from a

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legally licensed veterinarian showing that said dog or cat has been vaccinated for rabies in accordance with rules adopted by the state board of health.

(Code 1969, § 4-32; Ord. No. 04-2730, § 9, 1-13-04)

Sec. 18-106. - Same—Issuance; fee.

Dog and cat licenses shall be issued by the animal warden upon compliance with sections 18-102 and 18-103 and the payment of a license fee as set forth in Appendix A, Schedule of Fees.

(Code 1969, § 4-33; Ord. No. 04-2730, § 10, 1-13-04)

Cross reference— Schedule of fees, App. A.

Sec. 18-107. - Same—Tag and collars.

(a) Upon the payment of the license fee, the animal warden shall issue to the owner a license certificate and a metallic tag for each dog and cat so licensed. The shape of the tag shall be changed every year and shall have stamped thereon the year for which it was issued and the number corresponding with the number on the certificate. Every dog owner shall be required to provide each dog with a collar which, with the tag thereon, shall be constantly worn, the failure of which shall constitute a misdemeanor.

(b) In case a dog tag is lost or destroyed, a duplicate will be issued by the animal warden upon presentation of the receipt showing the payment of the license fee for the calendar year (January 1 to December 31) and the payment of a fee as set forth in Appendix A, Schedule of Fees, for such duplicate.

(c) Dog and cat tags shall not be transferable from one animal to another, and no refunds shall be made on any dog or cat license fee because of the death of the dog or cat, or the owner leaving the city before the expiration of the license period.

(Code 1969, § 4-34; Ord. No. 04-2730, § 11, 1-13-04)

Cross reference— Schedule of fees, App. A.

Sec. 18-108. - Running at large; prohibited.

No owner or keeper of any animal shall permit such animal to be at large within the city as "at large" is defined in section 18-101.

(Code 1969, § 4-35; Ord. No. 2521, § 7, 9-28-99; Ord. No. 04-2730, § 12, 1-13-04)

Sec. 18-109. - Fierce, dangerous or vicious animals; female animals in heat.

No animal of fierce, dangerous or vicious propensities and no female animal in heat, whether licensed or not, or whether under the control of the owner or not, shall be allowed on any street, avenue, highway, alley, sidewalk, parkway, park or other public place in the city.

(Code 1969, § 4-37)

Sec. 18-110. - Proclamation of additional rabies protection rules.

The mayor upon recommendation of the county health officer, shall have the authority, by proclamation, to make any additional rules or regulations that he might deem necessary to protect the public from

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rabies.

(Code 1969, § 4-39)

Sec. 18-111. - Barking dogs.

Any person who shall harbor or keep on his premises, or in his control, any dog which by loud or unusual barking or howling, shall cause the peace and quiet of the neighborhood, or the occupants of adjacent premises to be disturbed, shall be guilty of a misdemeanor.

(Code 1969, § 4-41)

Cross reference— Prohibited noises, § 54-36.

Sec. 18-112. - Enforcement.

The animal warden, chief of police and any police officer shall have the right to enforce any of the provisions of this article. The city council may contract with any person, to take up and impound any dogs.

(Code 1969, § 4-42)

Sec. 18-113. - Guard dogs.

(a) All dogs kept solely for the protection of persons and property, residential, commercial or personal, shall be registered with the Bedford police department. The area or premises in which such animal is confined shall be conspicuously posted with warning signs bearing letters not less than two inches high, stating "Guard Dog on Premises."

(b) Such area or premises confining a guard dog shall be subject to inspection by the animal warden to determine that the animal in question is maintained and secured at all times in such manner so as to prevent the animal from coming in contact with the public.

(c) Guard dogs shall be issued a tag, varying in color from the license tag issued by the city for other animals, which shall designate the animal's function as a guard dog. Such tag shall meet all other requirements for tags and the display thereof, as outlined in section 18-107. Guard dogs registered under this section shall not be required to purchase any city license tag other than that tag provided for in this section on guard dogs but shall be required to comply with all other guidelines for dogs contained within this chapter.

(d) An off-duty guard dog which commits an unprovoked bite upon a person shall be quarantined. If a person committing a crime is bitten by a guard dog that is protecting life or property, the animal may be held for observation at the place of business, a kennel or the animal control facility, as directed by the animal warden.

(e) That portion of the Private Investigators and Private Security Agencies Act, Vernon's Ann. Civ. St. art. 4413(29bb), which refers to guard dogs, is hereby adopted by reference.

(Code 1969, § 4-43)

Sec. 18-114. - Conflicts.

With respect to dogs and cats, this article shall take precedence over the other provisions of this chapter.

Secs. 18-115—18-140. - Reserved.

ARTICLE V. - ANIMAL CONTROL AND OWNERSHIP ^[19]

⁽¹⁹⁾ **Editor's note**— Ord. No. 09-2948, § 1, adopted Oct. 13, 2009, repealed and reenacted former article V in its entirety to read as herein set out. Formerly, article V pertained to similar subject matter, and derived from Ord. No. 07-2860, § 2, adopted June 12, 2007.

[Sec. 18-141. - Definitions.](#)

[Sec. 18-142. - Number of domestic animals per dwelling or property.](#)

[Sec. 18-143. - Livestock restrictions and regulations.](#)

[Sec. 18-144. - Restrictions and regulations.](#)

[Sec. 18-145. - Number of fowl per dwelling or property.](#)

[Sec. 18-146. - Number of pet birds per dwelling or property.](#)

[Sec. 18-147. - Number of total animals per dwelling or property without a multi-pet permit.](#)

[Sec. 18-148. - Multi-pet ownership.](#)

[Sec. 18-149. - General provisions.](#)

[Sec. 18-150. - Domestic animal or pet bird in vehicles.](#)

[Secs. 18-151—18-180. - Reserved.](#)

Sec. 18-141. - Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Domestic animal means any animal whose physiology has been determined or manipulated through selective breeding and does not occur naturally in the wild and any animal which can be vaccinated against rabies with an approved rabies vaccine, and any animal which has an established rabies quarantine observation period as established by the Texas Department of Health, and shall include dogs, cats, gerbils, guinea pigs, hamsters, ferrets, rabbits, rodents, non-poisonous reptiles, or non-poisonous snakes of a species which does not reach a length greater than six feet and other species of animal which are sold or retained as a household pet, not including birds, fish, skunks, non-human primates, and any other species of wild, exotic, or carnivorous animals, and others that may be further restricted by this chapter.

Fowl means a bird of the order Galliformes, which can be used as food. This term includes but is not limited to the common domesticated chicken, duck, geese, turkey, quail, dove, and pheasant.

Livestock includes domesticated animals of the Family Bovidae (cattle, sheep, goats), and Family Equidae (horses, donkeys, mules)

Prohibited animal means any animal which is now or historically has been found to be wild by nature and not customarily domesticated in the city. Any animal which by definition falls into this category is prohibited from being kept, harbored, or maintained within the city limits. This term includes:

Class Mammalia

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Order Carnivora

Family Candidate (dog), excepting *Canis Familiarus* (domestic dog), and including but not limited to the wolf, coyote, jackal, fox.

Family Felidae (cat), excepting *Felix Catus* (domestic cat) and including but not limited to the bobcat, tiger, jaguar, leopard, lion, cougar, mountain lion or panther.

Family Hyenidae (hyena).

Family Ursidae (bear).

Order Proboscidea (elephant.)

Family Hippopotamidae

Order Primata (primates), including but not limited to the chimpanzee, baboon, orangutan, gibbon, and gorilla (Old World and New World) excepting the Family Hominidae (man).

Family Giraffidae

Order Marsupialia (including, but not limited to, kangaroos, opossums, koala bears, wallabies, bandicats and wombats)

Order Edentata (including, but not limited to, sloths, anteaters and armadillos)

Order Rodentia (such as beavers and porcupines and squirrels).

Subdivision Raptae (including but not limited to the ostrich, rhea, cassowarie, and emu)

Class Reptilla

Order Squamata

Sub-Order Serpentes. All front and rear fanged venomous snakes and all species of the Families Boidae and Pythonidae.

Sub-Order Lacertilla, both venomous species of the Family Helodermatidae (Gila monster and Mexican beaded lizard)

Order Crocodilia (crocodile and alligator)

Order Falconiforms (such as hawks, eagles, falcons and vultures)

Order Strigiformes (owls)

Family Suidae (swine) domestic pigs, pot-bellied pigs, hogs or wild pigs and hogs

Family Procyonidae (raccoons)

Hybrids of all domestic and non-domestic species

Wild Fowl

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Any other species of the animal kingdom (as opposed to vegetable or mineral) which is venomous to human beings whether it's venom is transmitted by bite, sting, touch or other means, except the honey-producing bee, which does not include any strain of killer bee.

Permit-eligible non-domestic animal means any animal, which is now or historically, has been found to be wild by nature and not customarily domesticated in the city. This term includes, animals such as:

Order Artiodactyla, even-toed hoofed mammals, excluding the domesticated species of the Family Bovidae (cattle, sheep, goats).

Family Camelidae (llama).

Order Perissodactyla, odd-toed hoofed mammals, excluding the domesticated species of the Family Equidae (horses, donkeys, mules)

Family Callithricidae (marmosets)

Cebus appela (capuchins)

Pet bird means any tame, warm blooded vertebrate distinguished by having the body more or less completely covered with feathers and the forelimbs modified as wings that was bred in captivity for the sole purpose of being kept for pleasure rather than utility. These birds include, but are not limited to, such birds as commonly sold in local pet stores (such as parrots and cockatiels).

Swine means any stout-bodied, short-legged omnivorous mammal with a long, mobile snout and small tail belonging to the family Suidae: the domestic pig, pot-bellied pig, hog and its wild relatives are included.

Wild fowl means a bird of the order Gailliformes, used as food or hunted as game that is living in a state of nature, growing or produced without the aid and care of man and not ordinarily tame or domesticated.

(Ord. No. 09-2948, § 1, 10-13-09)

Sec. 18-142. - Number of domestic animals per dwelling or property.

(a) No person shall keep, allow, maintain, or harbor more than five domestic animals on a single-family residentially zoned property. Puppies and kittens under six months of age shall not be counted for purposes of this section.

(b) No person shall keep, allow, maintain, or harbor more than three domestic animals for each duplex or multi-family zoned property, or for other zoning classifications except as authorized by the city's comprehensive zoning ordinance. Puppies and kittens under six months of age shall not be counted for the purposes of this section.

(Ord. No. 09-2948, § 1, 10-13-09)

Sec. 18-143. - Livestock restrictions and regulations.

(a) It shall be unlawful for any person to keep, allow, maintain, or harbor any livestock within the corporate limits of the city in any pen, stable, shed, structure or other enclosure at a distance of less than 50 feet from any residence or dwelling used for human habitation, business, commercial establishment, office, school, hospital or nursing home. This 50-foot requirement does not apply to the livestock owner's

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residence, business, commercial establishment or office;

(b) It shall be unlawful for any person to keep, allow, maintain, or harbor any livestock within the corporate limits of the city, where there is less than one acre for each head of livestock. Newborns under six months of age, born on the property, shall not be counted for the purposes of this section;

(c) The feeding of vegetables, meat scraps or garbage to livestock shall be done only in impervious containers or on an impervious platform;

(d) Watering troughs or tanks, containing clean water shall be provided and at all times accessible to livestock. Watering troughs and/or watering tanks shall be equipped with adequate facilities for draining the overflow so as to prevent the breeding of flies, mosquitoes or other insects; and

(e) No putrescible material shall be allowed to accumulate on the premises; and all such material used to feed which is unconsumed shall be removed and disposed of by burial or other sanitary means.

(Ord. No. 09-2948, § 1, 10-13-09)

Sec. 18-144. - Restrictions and regulations.

(a) *Animals eligible for permits.* Thirty days after the effective date of the ordinance from which this article derives, no person shall have, keep, allow, maintain or have in his/her possession or under his/her control any prohibited animal. Only those animals listed under permit-eligible non-domestic animal are eligible for a permit.

(b) *Application and fee for permit-eligible non-domestic permit.* An application for any permit to keep, allow or maintain a permit-eligible non-domestic animal shall be made by any person who desires to keep, allow or maintain a permit-eligible non-domestic animal as described in this chapter, to the animal control warden for the city. Each permit-eligible non-domestic animal must obtain a permit. This application shall be in writing and upon a form furnished by the animal control warden or his/her designated representative. Said application shall be verified by the person who desires to have, keep, allow, maintain, or have in his/her possession, or under his/her control, in the city, the animal for which a permit is allowed, and shall set forth the following:

- (1) Name, address, and telephone number of the applicant.
- (2) The applicant's ownership interest in such a permit-eligible non-domestic animal.
- (3) The proposed location of the permit-eligible non-domestic animal, and the name, address, and telephone number of the owner of such location, and of the lessee, if any.
- (4) The general description as well as the date of birth and/or age of the permit-eligible non-domestic animal, for which the permit is sought.
- (5) Any information known to the applicant concerning vicious or dangerous propensities of such permit-eligible non-domestic animal.
- (6) The housing arrangements for such permit-eligible non-domestic animal with particular details as to safety of structure, locks, fencing, and other satisfactory devices which shows a compliance with USDA requirements, or other applicable requirements, and with subsection (c) of this section.
- (7) Noises and/or odors anticipated in keeping of such permit-eligible non-domestic animal.

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(8) Prior history of incidents affecting the public health or safety involving said permit-eligible non-domestic animal.

(9) Any additional information required by the animal control warden at the time of filing such application or thereafter; and

(10) Simultaneous with the issuance of the permit for which application has been made, the applicant shall pay a fee in accordance with the City of Bedford Fee Schedule [Appendix A of this Code], per permit-eligible non-domestic animal requesting to be permitted.

(11) Total number of acreage available for such animal in conjunction with the total number of animals currently or expected to be on the property.

(12) Simultaneous with the issuance of the permit, the owner of the permit-eligible non-domestic animal must provide proof of liability insurance coverage or show financial responsibility in an amount of at least \$100,000.00 to cover damages, injury, or death resulting from a permit-eligible non-domestic animal, to be in effect the duration of the permit.

(c) *Confinement regulations.* The animal control warden, in consultation with the police chief, or his/her designee, and the director of planning and zoning, or his/her designee, may set regulations in connection with the issuance of permits regarding the size and type of cage or other means of confinement, the distance from the place of confinement to adjoining property, and any other regulations deemed reasonably necessary by the animal control warden to ensure the maintenance of humane and sanitary conditions for the animal and safety of persons and property. In applying the regulations to a given situation, the animal control warden shall take into consideration the type, nature, disposition and training of the specific permit-eligible non-domestic animal involved.

(d) *Other laws.* In applying for a permit under section 18-144 of this article, the applicant must provide assurance that he is in compliance with all applicable local, state, and federal laws and regulations regarding such permit-eligible non-domestic animal.

(e) *Review of application for permit.* Copies of any application for permit under section 18-144 of this chapter shall be sent by the animal control warden to the police department and planning and community development department for their review, and to the animal control board for their consideration of approval. Approval of a permit is within the sole discretion of the animal control board. The filing of an application constitutes agreement by the applicant to allow inspection of the premises where the animal is kept or will be kept, for the purposes of determining approval or disapproval of the permit application as well as the continued compliance with the provisions of this article by all participating agencies.

(f) *Permit restrictions.* No permit shall be granted except with such conditions attached as shall, in the opinion of the animal control board, reasonably insure the health, safety, and general welfare of the public and said animal referred to in the permit application. The applicant must show knowledge and ability to properly care for said animal, and no permit shall be issued to any person who has been found guilty of cruelty to animals. The permit shall be non-transferable; it shall apply only to the animal described therein, which is confined at the location stated therein, and shall be valid only to the person named as owner of said animal therein.

(g) *Term and renewal of permits.* No permit required by section 18-144 of this article shall be granted for a period in excess of one year. An application for new permit shall be the responsibility of the permit holder and made not less than 45 days prior to the expiration of the prior permit. Any application for a new permit shall be considered by the animal control board.

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(h) *Inspections.* Unannounced inspections of permitted sites may be conducted anytime with the first inspection being completed before the initial permit being issued and a mandatory six-month inspection following. Photographs of the premises will be kept on file with the permit.

(i) *Revocation.* The animal control warden may request the revocation of any permit granted under this chapter. The animal control board may, for good cause, revoke any permit or provisions thereof. The permit may be revoked by the animal control board if upon investigation it is determined that the permit holder has failed to adhere to any one of the above provisions listed in this chapter. In the event it is reasonably necessary to protect against an immediate threat or danger to the public health or safety, the animal control warden may request that the animal control board suspend any permit or permits, and in such case the animal referred to in said permit will be taken into protective custody by the animal control warden. A person whose permit or permits has been revoked, may not reapply for a permit or permits, for a period of one year from the date of revocation.

(j) *Any animal not classified or defined.* Any person wishing to keep, allow, maintain, or harbor an animal not covered by the classifications or definitions of this section may apply to the animal control warden. Upon review the animal control warden shall classify or define the animal. Any person desiring to appeal the animal control warden's classification must do so in writing within ten days of said classification. The appeal will be heard by the animal control board whose decision shall be final.

(Ord. No. 09-2948, § 1, 10-13-09)

Sec. 18-145. - Number of fowl per dwelling or property.

(a) It shall be unlawful for any person to keep, allow, maintain, or harbor outside of the residential structure, any fowl in any pen, shed, coop or structure, if any part of such pen, shed, coop or structure is within 50 feet of any residence, business or commercial establishment or office (other than the owner's), school, hospital, or nursing home.

(b) No person shall keep, allow, maintain, or harbor more than five fowl on a single-family residentially zoned property. Chicks under six weeks of age born on the property or born from an animal legally existing on the property, shall not be counted for the purposes of this section.

(c) No person shall keep, allow, maintain, or harbor any fowl on a duplex or multi-family zoned property, or for other zoning classifications except as authorized by the city's comprehensive zoning ordinance.

(Ord. No. 09-2948, § 1, 10-13-09)

Sec. 18-146. - Number of pet birds per dwelling or property.

(a) No person shall keep, allow, maintain, or harbor more than five pet birds on a single-family residentially zoned property. Chicks under six weeks of age born on the property or born from an animal legally existing on the property, shall not be counted for the purposes of this section.

(b) No person shall keep, allow, maintain, or harbor more than three pet birds for each duplex or multi-family zoned property, or for other zoning classifications except as authorized by the city's comprehensive zoning ordinance.

(Ord. No. 09-2948, § 1, 10-13-09)

Sec. 18-147. - Number of total animals per dwelling or property without a multi-pet permit.

(a) No person shall keep or harbor more than ten total animals on a single-family residentially zoned property. Puppies and kittens under six months, chicks under six weeks and permit-eligible non-domestic animals shall not be counted for the purposes of this section. All previously listed species relevant caps, excluding livestock, apply towards this total.

(b) No person shall keep or harbor more than six total animals on a duplex or multi-family residentially zoned property, or for other zoning classifications except as authorized by the city's comprehensive zoning ordinance. Puppies and kittens under six months that are born on the property or are born from an animal legally existing on the property, and chicks under six weeks that are born on the property or are born from an animal legally existing on the property, shall not be counted for purposes of this section. All previously listed species relevant caps, excluding livestock, apply towards this total.

(Ord. No. 09-2948, § 1, 10-13-09)

Sec. 18-148. - Multi-pet ownership.

(a) *Issuance.* Any person, firm, or corporation wishing to keep more than the above mentioned number of domestic animals and who does not possess a commercial business permit, may apply for a multiple pet permit. The multi-pet permit will be applicable for all classes of animals other than livestock or permit-eligible non-domestics, and prohibited animals. The multi-pet permit shall be issued provided the applicant meets all of the provisions of this section and of this article.

In considering each request, the animal control warden will make a determination for granting a permit, granting a limited number or conditional permit, or denying a permit based on the individual applicant's ability to adequately care for the animals listed on the permit application. The animal control warden may utilize all available local, state, federal regulations, or other data or guidelines to assist him in determining whether to approve or deny the permit application.

Once a permit has been granted, the permit holder will be allowed to exceed the maximum number stipulated on the permit only to temporarily shelter a domestic animal. The maximum number cannot exceed two domestic animals over the permit limit for that residence, nor can the permit limit be exceeded for more than two weeks.

(b) *Conditions.* Upon inspection of the premises by animal control officers, the permit may be issued if the following conditions are met:

- (1) Facilities shall be of sufficient size as to allow each animal to sit, stand and lie in a normal manner and to turn about freely. The size of the facility shall be in proportion to the length and height of the animal and in accordance with federal animal health and welfare regulations.
- (2) Adequate food and water must be provided so that all animals being kept shall be maintained in good health and free of malnutrition and/or dehydration.
- (3) The premises shall be kept in a sanitary condition and reasonably free of feces (animal waste), parasites, insects and flies that could be harmful to the animal's health and/or the health of the public.
- (4) The animals and facility must be kept free of odor or stench which is offensive to a person of normal sensibilities.

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- (5) The animals must be maintained in a way that does not pose a danger to the health of the animals themselves or adjacent animals.
- (6) The animals must be compatible with each other and shall not cause noise which is offensive or disturbing to a person of normal sensibilities on adjoining, adjacent, or neighboring premises.
- (7) The applicant or holders of the permit have not been issued citations for violation of this section on two or more separate occasions within the past 12 months, or animals covered by the permit have not been impounded on two or more separate occasions within the last 12 months.
- (8) The payment of the appropriate fee for the multi-pet permit has been received.
- (9) All animals must be licensed and vaccinated and must wear current tags at all times in accordance with article IV, section 18-103 of this chapter.

(c) *Inspections.* Unannounced inspections of sites may be conducted anytime with the first inspection being completed before the initial permit being issued and a mandatory six-month inspection following. Photographs of the premises will be kept on file with the multi-pet permit.

(d) *Revocation.* The multi-pet permit may be revoked by the animal control warden if upon investigation it is determined that the permit holder has failed to adhere to any one of the above provisions listed in this section. Once the permit has been revoked the person whose permit has been revoked, may not reapply and will be denied a permit for a period of one year from the date of revocation.

(e) *Violation.* It shall be unlawful for any person to violate any provisions of this section.

(f) *Appeal.* Any person, firm, or corporation wishing to appeal the decision of the animal control warden in either denying or revoking a multi-pet permit, may do so by filing an appeal with the city animal control board within three business days from the date of the granting of a permit, denial, or revocation. Such appeal should be in writing and filed with the animal control warden or his designee.

(Ord. No. 09-2948, § 1, 10-13-09)

Sec. 18-149. - General provisions.

(a) Any person who owns or is responsible for the care, custody, and control of any domestic animal or pet bird in the city shall make clean water available to the domestic animal or pet bird at all times to prevent dehydration. Food, of sufficient nutritional value, shall be regularly provided so that all domestic animal or pet bird being kept shall be maintained in good health and free from malnutrition.

(b) All domestic dogs and cats must be licensed and vaccinated and must wear current tags at all times in accordance with article IV, section 18-103 of this chapter.

(c) Any person who owns or is responsible for the care, custody, and control of any domestic animal or pet bird in the city shall provide for adequate shelter for any domestic animal or pet bird kept out-of-doors. For the purpose of this article, adequate shelter is defined as shelter that would allow the domestic animal or pet bird to remain dry and protected from the elements at all times, while providing sufficient ventilation within the shelter.

(d) Any person who owns or is responsible for the care, custody, and control of any domestic animal or pet bird in the city shall seek reasonable medical treatment for any domestic animal or pet bird suffering from tick or flea infestation, or any other obvious illness, injury, or communicable disease. For the

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purpose of this section, reasonable medical care is defined as over-the-counter medicine, prescription medicine, or veterinary care necessary to reduce or eliminate prolonged suffering by any domestic animal or pet bird, due to a medical condition that can be treated or cured.

(e) An animal control officer or police officer shall have the authority to issue a written warning notice to any person violating a provision of this section of this article. The warning shall include the nature of the violation, the corrective action required, and a time frame for compliance.

(f) Any Bedford animal control or police officer shall have the authority to issue a citation for each day that the owner, or the person with care, custody, and control of a domestic animal or pet bird, fails to comply with the provisions of this article.

Sec. 18-150. - Domestic animal or pet bird in vehicles.

(a) No person shall leave any domestic animal or pet bird in any standing or parked vehicle in such a way to endanger the domestic animal or pet bird's health, safety, or welfare.

(b) An animal control officer or police officer is authorized to use reasonable force to remove the domestic animal or pet bird from the vehicle whenever it appears the domestic animal or pet bird's health, safety, or welfare is, or will be endangered if the owner of the vehicle cannot be located after reasonable attempts have been made.

(c) Any domestic animal or pet bird removed from a vehicle under subsection 18-150(b) of this article shall be taken to the shelter, or to a veterinarian if the domestic animal or pet bird is in distress and appears to need immediate medical care.

(d) A written notice bearing the name of the officer removing the domestic animal or pet bird, a telephone number where the officer can be contacted, and the location where the domestic animal or pet bird may be claimed by the owner shall be attached to the vehicle.

(e) Any person violating this section shall bear the full cost and expense incurred by the city in the care, medical treatment, impoundment cost, and disposal of said domestic animal or pet bird, including removal from and damage done to the vehicle.

(f) No person shall transport any domestic animal or pet bird in an open bed or open trunk of a vehicle upon any roadway or parking lot where the domestic animal or pet bird is either unsecured or restrained in a manner that presents a significant risk of harm to the domestic animal or pet bird.

(Ord. No. 09-2948, § 1, 10-13-09)

Secs. 18-151—18-180. - Reserved.

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[Sec. 18-181. - Animal shelter advisory board.](#)

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Sec. 18-181. - Animal shelter advisory board.

- (a) There is hereby created an animal shelter advisory board to consist of five members as follows:
- (1) One licensed veterinarian.
 - (2) One municipal official (police supervisor of the animal control division).
 - (3) One person whose duties include the daily operation of the animal shelter (animal control supervisor).
 - (4) One representative from an animal welfare organization.
 - (5) One representative of the general public.
- (b) Members of the board and their successors shall be appointed by the city council and shall hold office for one year terms or until their successors are appointed; the municipal official and the animal control supervisor shall serve at the pleasure of the city manager. All board members shall serve without compensation and must be residents of the city and have resided within the city for 12 consecutive months preceding the appointment except for the municipal employees and the representative from an animal welfare organization. The veterinarian either needs to operate a veterinarian business within the city or meet the residency requirements in order to qualify for appointment to this board.
- (c) The members of the board shall hold meetings at least three times a year and shall meet as soon after their appointments as practicable for the purpose of organization. A licensed veterinarian shall serve as the chairperson for the board. A majority shall constitute a quorum for the transaction of business. Meetings shall be held at the call of the chairman and at such other times as the board may determine.
- (d) When any board member has direct interest in any matter before this board, such member shall disqualify himself for the consideration of that particular matter.
- (e) The board shall have such powers and duties as set forth in state law requiring an animal shelter advisory board.



Council Agenda Background

PRESENTER: Kelli Agan, Technical Services Manager

DATE: 01/08/13

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

ITEM:

Consider a resolution authorizing the City Manager to enter into the second year of a three-year contract with B&B Wrecker Services, Inc. to provide towing for City initiated tows.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On September 26, 1996, the City Council authorized the City Manager to enter into an agreement with B&B Wrecker Services, Inc. (B&B) for the purpose of providing vehicle wrecker and storage services for City initiated tows. City initiated tows include abandoned vehicles, junked motor vehicles and automobile collisions in the event the owner or driver of a vehicle involved in an accident fails or refuses to designate a wrecker service. The selection of B&B was based on a proven performance of their safety record, response times, professionalism and meeting the required general specifications outlined in the proposal. In 1996, B&B entered into a contract for a period of twenty-four months that was renewed by Council resolution for two additional twenty-four month terms.

In January 2002, the Bedford Police Department began requesting proposals for contract wrecker service for three-year terms. Since that time, each three-year service contract has been awarded to B&B based upon the same criteria as listed above, and/or due to the fact that they were the only wrecker service to submit a proposal.

In November 2011, the Bedford Police Department once again requested proposals for contract wrecker service for a three-year term. In response to that request, the Police Department received proposals from B&B and Cardinal Towing Wrecker Service.

After careful review of each proposal, it was determined that B&B was the only submittal that met all of the qualifications as outlined in the request for proposal and therefore B&B was awarded the contract by Council resolution on January 10, 2012.

Over the last 16 years, B&B has provided exemplary service to the City of Bedford. B&B has formed a close partnership with the City and has exceeded expectations for services provided to the community.

RECOMMENDATION:

Staff recommends the following motion:

Approve a resolution authorizing the City Manager to enter into the second year of a three-year contract with B&B Wrecker Services, Inc. to provide towing for City initiated tows.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Wrecker Contract

RESOLUTION NO. 13-

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

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

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

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

SECTION 1. That the City does hereby authorize the City Manager to enter into the second year of a three-year contract with B&B Wrecker Services, Inc. to provide towing for City initiated tows.

SECTION 2. That this resolution shall take effect from and after January 8, 2013.

PASSED AND APPROVED this 8th day of January 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

WRECKER CONTRACT

THE STATE OF TEXAS §

COUNTY OF TARRANT §

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

1.00 Purpose, Scope and Intent

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

2.00 Term of Contract, Termination

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

3.00 Operator's Minimum Equipment and Operating Requirements

3.01 Minimum Equipment Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.00 Abandoned Vehicle Procedure

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

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

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

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

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

6.00 Reporting

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

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

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

7.00 Audit, Insurance, Indemnity, Venue, Notices

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

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

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

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

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

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

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

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

Agreed to by The City of Bedford on this the 8th day of January, 2013.

Beverly Griffith, City Manager

ATTEST:

Michael Wells, City Secretary

Agreed to by B&B Wrecker Service on this the ____ day of _____, 2013.

B&B Wrecker Service, Inc.

Andy Chesney, Owner

ATTACHMENT A
City of Bedford
Wrecker Service and Storage Fee Quotes

A.	Base charge for Police authorized tows:	PRICES
1.	Base charge pulls (normal)	\$135.00
2.	Additional charges to base	
a.	Use of dollies	\$27.50
b.	Winching/waiting/standby hourly Rate (fifteen minute rates)	\$20.00
c.	Drop drive-shaft	\$15.00
d.	Pulls of 1 ½ ton or greater	\$250.00
B.	Base charge for City of Bedford Vehicles: (i.e., pool cars, P.D. vehicles, administration vehicles, etc.)	
1.	Base charge pulls (normal)	\$40.00
2.	Additional charge to base charge	
a.	Use of dollies	\$27.50
b.	Winching/waiting/standby hourly Rate (fifteen minute rates)	\$27.50
c.	Drop drive-shaft	\$15.00
d.	Pulls of 1 ½ ton or greater	\$125.00
C.	Storage rate per day:	\$20.00
D.	Preservation:	\$20.00
E.	Notification Fee:	\$50.00
F.	Motorcycle/Trailer Usage:	\$95.00 + \$2.50 per mile

ATTACHMENT B

Insurance

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

INSURANCE COVERAGED REQUIRED

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

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

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

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

ADDITIONAL POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

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

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



Council Agenda Background

PRESENTER: Beverly Griffith, City Manager

DATE: 01/08/13

Council Mission Area: Provide a safe and friendly community environment.

ITEM:

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

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

ONSTAGE has requested to renewal of their lease. The terms of the lease will remain the same for 2013.

Significant provisions of the lease agreement include:

- ONSTAGE will reimburse the City for all utility expenses;
- ONSTAGE will be responsible for the maintenance on the interior of the building and the City will be responsible for exterior maintenance and mechanical;
- Tenant will produce one children's play every summer;
- Tenant will provide to the Bedford Senior Center 20 tickets to each dress rehearsal one week in advance of dress rehearsal; and,
- Tenant will work with the Bedford Parks and Recreation Department to produce a small play, skit, or puppet show during the Tree Lighting ceremonies.

RECOMMENDATION:

Staff recommends the following motion:

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

FISCAL IMPACT:

\$10.00 revenue to the General Fund

ATTACHMENTS:

Resolution
Lease Agreement
Letter of Request

RESOLUTION NO. 13-

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

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

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

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

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

SECTION 1. That the City Council does hereby approve the lease agreement and authorize the City Manager to enter into a contract with ONSTAGE in the amount of \$10.00 for one year.

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

PASSED AND APPROVED this 8th day of January 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

Between

**City of Bedford, Texas
as Landlord**

And

**ONSTAGE in Bedford
as Tenant**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of the ___ day of _____, 2013, by and between the City of Bedford, Texas (herein called "Landlord"), and ONSTAGE in Bedford, (herein called "Tenant").

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

Trinity Arts Theatre

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

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

1. GENERAL PROVISIONS

- (a) Landlord's Address: 2000 Forest Ridge Drive
Bedford, Texas 76021-1895
- (b) Tenant's Address: 2819 Forest Ridge Drive
Bedford, Texas 76021
- (c) The term of the Lease shall commence on the date of its execution and shall expire on December 31, 2012, (the "Expiration Date"). The tenant will submit a written request to renew at least thirty (30) days prior to the Expiration Date. If the Tenant does not wish to renew the contract the Tenant shall fully vacate and abandon the Leased Property no later than the Expiration Date. Notwithstanding the foregoing, either Landlord or Tenant may terminate this Lease, with or without cause, by giving the other party thirty (30) days written notice.
- (d) The rent shall be \$10.00 per lease period payable on the date of execution of each lease.
- (e) All applications and connections for necessary utilities and services on the Leased Premises shall be made by and in the name of Landlord only, including water, sewer, gas, electric and trash removal. Tenant, shall

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

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

2. TENANT'S PERSONAL PROPERTY

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

3. TAXES

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

4. TENANT'S USE AND REMOVAL OF PERSONAL PROPERTY

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

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

5. REPAIRS; MAINTENANCE OF LEASED PREMISES

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

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

6. ALTERATIONS

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

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

7. AFFIRMATIVE COVENANTS OF TENANT

Tenants covenant that they shall:

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

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

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

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

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

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

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

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

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

8. DAMAGE TO LEASED PREMISES

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

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

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

9. INDEMNIFICATION AND INSURANCE RIGHTS

9.1

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

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

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

10. TRADE FIXTURES

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

or at the expiration of any renewal or extension thereof, and shall become the property of Landlord.

11. SURRENDER AND HOLDING OVER

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

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

12. FORCE MAJEURE

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

13. LANDLORD'S ACCESS TO LEASED PREMISES

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

14. EVENT OF DEFAULT

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

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

Landlord; and

15. LANDLORD'S REMEDIES UPON DEFAULT BY TENANT

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

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

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

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

16. LANDLORD'S RIGHT TO CURE

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

17. AUTHORITY

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

18. LIABILITY OF LANDLORD

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

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

19. TIME OF THE ESSENCE

Time is of the essence in all provisions of this Lease

20. QUIET ENJOYMENT

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

21. INVALID PROVISIONS

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

22. ASSIGNMENT

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

23. NOTICES

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

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

with copies to:

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

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

24. VENUE

Landlord Tenant agrees to venue in Tarrant County, Texas.

Executed this ____ day of _____, 2013.

Landlord: City of Bedford, Texas

By: _____
Beverly Griffith
City Manager

Tenant: ONSTAGE

By: _____
Charlotte Newman
President

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____,
2013, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____,
2013, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public

From: Newman, Charlotte [REDACTED]
Sent: Wednesday, October 10, 2012 10:48 AM
To: Mcquagge, Mirenda
Subject: ONSTAGE in Bedford Contract Renewal

I got my calendar notice that I needed to send you an email confirmation that ONSTAGE in Bedford wants to renew it's contract with the city.

We do have a chance coming effect in January, I will no longer be board president, my 2 year term is up. Our new president is:

Gayle Ormsby Hargis

Email:

[REDACTED]

Please let us know if there is anything that we need to do.

*Thank you,
Charlotte Newman
ONSTAGE in Bedford
Board President
817-528-7825*

ITEM #9 IS TO BE DISCUSSED BY COUNCIL IN EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.087. THE MATERIALS FOR THESE ITEMS WILL BECOME PUBLIC INFORMATION UPON COUNCIL APPROVAL. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 817.952.2104 IF YOU HAVE ANY QUESTIONS.