

# AGENDA

**Regular Meeting of the Bedford City Council  
Tuesday, March 12, 2013  
Bedford City Hall Building A  
2000 Forest Ridge Drive  
Bedford, Texas 76021**

**Conference Room Work Session 5:15 p.m.  
Council Chamber Work Session 5:30 p.m.  
Council Chamber Regular Session 6:30 p.m.**

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

## CONFERENCE ROOM WORK SESSION 5:15 p.m.

- Interviews for appointments to the Beautification and Cultural Commissions.

## WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Discussion regarding proposed changes to Section 5.5 B. "Fences Abutting Incompatible Districts" of the City of Bedford Zoning Ordinance.
- Discussion regarding the Park Donation Fund and possible alternatives for funding.

## EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to "Project Oatmeal".
- b) Pursuant to Section 551.074: personnel matters – annual performance review of the City Manager.

## 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. Proclamation declaring March 2013 as American Red Cross Month.
2. Present the awards for the City Expo.

## **APPROVAL OF THE MINUTES**

3. Consider approval of the following City Council minutes:
  - a) February 25, 2013 joint work session
  - b) February 26, 2013 regular meeting
  - c) March 5, 2013 special executive session

## **PERSONS TO BE HEARD**

4. The following individuals have requested to speak to the Council tonight under Persons to be Heard.
  - a) James Trigg, 1316 Wade Drive, Bedford, Texas – Requested to speak to the Council regarding zoning violations at 604 Donna.
  - b) Steve Grubbs, 1105 Clear View Drive, Bedford, Texas – Requested to speak to the Council regarding the Community Affairs Commission Outreach Meeting held on January 29th, plus the City Expo held on March 2.

## **NEW BUSINESS**

5. Consider an ordinance amending the budget of the City of Bedford, Texas, for the fiscal period of October 1, 2012 through September 30, 2013; and declaring an effective date.
6. Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the City of Fort Worth for the 2012 Byrne Justice Assistance Grant (JAG) Formula Program Award.
7. Consider a resolution approving an Encroachment on Easement Agreement with Oncor Electric Delivery Company LLC for the Bedford Trails, Harwood Road-Cummings Drive Section.
8. Consider a resolution approving a License Agreement with Oncor Electric Delivery LLC for the Bedford Trails, Harwood Road-Cummings Drive Section.
9. Consider a resolution approving a License Agreement with Oncor Electric Delivery LLC for the Bedford Dog Park.
10. Consider a resolution authorizing the City Manager to purchase a trail wellness system in the amount of \$36,057.64 through the Buy Board Cooperative Purchasing Program.
11. Consider a resolution naming the Fort Worth Star-Telegram the official newspaper of the City of Bedford and entering into an advertising contract with the Fort Worth Star-Telegram for the term of one year.
12. Consider a resolution appointing two members to the Beautification Commission and one member to the Cultural Commission.
13. 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

#### **14. Council member reports**

#### **15. City Manager/Staff Reports**

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

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

### **ADJOURNMENT**

#### **CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, March 8, 2013 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

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**Michael Wells, City Secretary**

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**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

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**PRESENTER:** Michael Wells, City Secretary

**DATE:** 03/12/13

**Work Session**

**ITEM:**

Interviews for appointments to the Beautification and Cultural Commissions.

City Manager Review: \_\_\_\_\_

**DISCUSSION:**

The City Secretary's Office received applications from Marty Geer and Barbara Kurtz to serve on the Beautification Commission and from Deanna Stuart to serve on the Cultural Commission. Ms. Geer, Ms. Kurtz and Ms. Stuart are scheduled to be interviewed by Council prior to tonight's Council meeting. There are currently five openings on the Beautification Commission and one alternate position open on the Cultural Commission.

**ATTACHMENTS:**

N/A



# Council Agenda Background

<b><u>PRESENTER:</u></b> Russell Hines, Building Official Jacquelyn Reyff, Planning Manager		<b><u>DATE:</u></b> 03/12/13
<b>Council Mission Area:</b> Foster economic growth.		
<b><u>ITEM:</u></b> Discussion regarding proposed changes to Section 5.5 B. "Fences Abutting Incompatible Districts" of the City of Bedford Zoning Ordinance.  <b>City Attorney Review:</b> N/A  <b>City Manager Review:</b> _____		
<b><u>DISCUSSION:</u></b> Staff will present to the City Council proposed changes to Section 5.5 B. "Fences Abutting Incompatible Districts" of the City of Bedford Zoning Ordinance.		
<b><u>RECOMMENDATION:</u></b>		
<b><u>FISCAL IMPACT:</u></b> N/A	<b><u>ATTACHMENTS:</u></b> Red-line Ordinance	

## Section 5.5 Screening Requirements

### 5.5 A FENCES, WALLS, AND HEDGES

Notwithstanding other provisions of this ordinance, fences, walls, and hedges may be permitted in any required side or rear yard, the maximum height of such permitted fences being eight (8) feet. Decorative fences will be permitted in any required front yard as long as vision is not impaired and height does not exceed two and one-half (2.5) feet.

### 5.5 B FENCES ABUTTING INCOMPATIBLE DISTRICTS

- (1) In commercial and industrial zoning districts that abut a lot or tract currently zoned or being used for residential purposes, or abut a lot or tract zoned or for residential purposes, a solid masonry fence (a visual barrier) or masonry wall at least six (6) feet in height will be erected and shall be adequately maintained by the owner of such commercial or industrial lot or tract. Such fence shall be required to be located adjacent to the property lines requiring a landscape buffer area on the commercial or industrial zoned lot or tract. If there is an existing masonry fence or wall at least six (6) feet in height on the adjacent residential lot or tract, no additional masonry screening is required. The residential lot or tract owner (or Home Owners Association) is responsible for the maintenance of the masonry screening located on the residential lot or tract. **If the existing masonry fence or wall on the adjacent residential lot or tract is removed by the residentially zoned property, it shall not cause the adjacent commercial or industrial lot or tract to be non-compliant for screening between incompatible districts. Construction for a new fence on a commercial or industrial property shall comply with Section 5.5 B Fences Abutting Incompatible Districts. Replacement, changes or alterations greater than 50% of an existing fence on a commercial or industrial property shall comply with Section 5.5 B Fences Abutting Incompatible Districts.** Fence locations other than adjacent to the property lines may be allowed under specific site plan approval by the City Council.
- (2) Where the commercial or industrial district abuts a lot zoned for residential purposes, but such lot is not currently being used for residential purposes, the City shall permit the owner to pay into escrow, for the construction of a six (6) feet high masonry wall, an amount of money equal to the cost of constructing such wall, as a condition precedent to the issuance of a Certificate of Occupancy. The amount to be placed into escrow will be based upon the cost of the construction of the masonry wall as determined by the City Manager or designee.
- (3) If the residentially- zoned property is developed for a residential use within seven (7) years after the money is placed into escrow, sums equal to the construction cost of the masonry wall will be withdrawn from the escrow account to fund such construction. If the residentially- zoned property is not developed within the seven (7) years after the money is placed into escrow, then the escrowed amount shall be used by the City to construct such masonry wall. In the event the abutting residential property is rezoned to a nonresidential use within seven (7) years after the money is placed into escrow, the remaining amount in the escrow account as of the rezoning date shall be refunded to the owner. No refunds will be made by the City to any owner after the seven (7) year period has expired, nor shall the City ever be liable for payment of interest in any deposits or refunds provided for herein.

Notes





# Council Agenda Background

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**PRESENTER:** Clifford Blackwell, CGFO, Director of  
Administrative Services

**DATE:** 03/12/13

**Work Session**

**ITEM:**

Discussion regarding the Park Donation Fund and possible alternatives for funding.

City Manager Review: \_\_\_\_\_

**DISCUSSION:**

Staff will review with the City Council the current park donation collection efforts and discuss an alternative methodology to increase collections.

**ATTACHMENTS:**

N/A



# Council Agenda Background

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**PRESENTER:** Mayor Jim Griffin

**DATE:** 03/12/13

Council Recognition

**ITEM:**

Proclamation declaring March 2013 as American Red Cross Month in the City of Bedford.

City Manager Review: \_\_\_\_\_

**DISCUSSION:**

Mayor Griffin will read a proclamation declaring March 2013 as American Red Cross Month in the City of Bedford. Stephanie Briggs, a volunteer with the American Red Cross Tarrant County will accept the proclamation.

**ATTACHMENTS:**

Proclamation



CITY OF  
**BEDFORD**

# Proclamation

*WHEREAS, March is American Red Cross Month – a special time to recognize and thank our heroes – those who volunteer, donate blood, take life-saving courses or provide financial donations to support an organization whose mission is to help those in need; and*

*WHEREAS, we would like to remember those who help all of us here in the Tarrant County area by giving their time to help their neighbor, and thank our heroes – our volunteers, blood donors, class takers and financial supporters who help us assist those in need; and*

*WHEREAS, in the Tarrant County area, the Red Cross works tirelessly through its 40 employees and 771 volunteers to help when disaster strikes, when someone needs life-saving blood, or the comfort of a helping hand. It provides 24-hour support to members of the military, veterans and their families, and provides training in CPR, aquatics safety, and first aid; and*

*WHEREAS, across the country, the American Red Cross responds to nearly 70,000 disasters a year. It provides some 400,000 services to military members, veterans and civilians, collects and distributes about 40 percent of the nation's blood supply and trains more than seven million people in first aid, water safety and other life-saving skills every year; and*

*WHEREAS, our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its mission. Despite these challenging economic times, the American Red Cross continues to offer help and comfort to those in need.*

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

## **American Red Cross Month**

*in the City of Bedford and encourage all citizens to support this organization and its noble humanitarian mission.*

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this  
12th day of March, 2013.*

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JIM GRIFFIN, MAYOR





# Council Agenda Background

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**PRESENTER:** Steve Grubbs, Chairperson  
Community Affairs Commission

**DATE:** 03/12/13

Council Recognition

**ITEM:**

Present the awards for the City Expo.

City Manager Review: \_\_\_\_\_

**DISCUSSION:**

Steve Grubbs, Chairperson of the Community Affairs Commission will present awards to the winning departments from the City of Bedford Expo held March 2, 2013.

**ATTACHMENTS:**

N/A



# Council Agenda Background

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**PRESENTER:** Michael Wells, City Secretary

**DATE:** 03/12/13

**Minutes**

**ITEM:**

Consider approval of the following City Council minutes:

- a) February 25, 2013 joint work session
- b) February 26, 2013 regular meeting
- c) March 5, 2013 special executive session

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

N/A

**ATTACHMENTS:**

February 25, 2013 joint work session  
February 26, 2013 regular meeting  
March 5, 2013 special executive session

STATE OF TEXAS §  
COUNTY OF TARRANT §  
CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in joint work session with the Cultural Commission at 6:30 p.m. in the Meeting Room of the Bedford Public Library at 2424 Forest Ridge Drive on the 25th day of February, 2013 with the following members present:

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

constituting a quorum.

The following members of the Cultural Commission were present:

Alicia McGlinchey	Chairperson
Dr. Paul Davis	Commission Members
Tom Jacobsen	
Lee Koch	
David Medina	
Barbara Speares	
Ray Champney	Alternate

constituting a quorum.

Janice Vickery did not attend tonight's meeting.

Staff present included:

Beverly Griffith	City Manager
Michael Wells	City Secretary
Mirenda McQuagge-Walden	Managing Director of Community Services

### **CALL TO ORDER/GENERAL COMMENTS**

Mayor Griffin the Work Session to order at 6:32 p.m.

### **JOINT WORK SESSION**

Cultural Commission Chairperson Alicia McGlinchey gave a brief overview of how the Commission came to be established. In 2008, the City Council expressed an interest in receiving a state designation as a cultural district through the Texas Commission on the Arts. Working with the Arts Council Northeast, the City submitted an application in 2009 but was not able to achieve the 800 points necessary. The following year, another application was submitted, which also was rejected with comments regarding a

lack of infrastructure. The decision was made to have more citizen involvement through the creation of the Commission in the summer of 2011, with the first meeting being in September of 2011.

Ms. McGlinchey gave an overview of the purpose and duties of the Commission, which includes a focus on supporting a cultural district by overseeing planning, creating community awareness, finding appropriate businesses and connecting with the artist community and other organizations. She presented a slide with the footprint of the District but urged the Council to think broader and beyond the physical boundaries. She stated the Commission is made up of seven members to include: Lee Koch and Dr. Paul Davis from Arts Council Northeast; David Medina from the HEB Chamber; three citizens including Thomas Jacobsen, Barbara Speares and Janice Vickery; and Ray Champney as the alternate. She stated they spent a number of meetings figuring out who they were and what they were doing. They developed mission and vision statements that were close to Council's ordinance establishing the Commission. She stated the first step of a strategic plan was to conduct a community-wide cultural assessment to determine the state of arts and culture in the community. The Commission has completed that project, synthesized what they have learned and wanted to then meet with the Council.

Ms. McGlinchey stated that there is a real window of opportunity for the City to be a catalyst for action. The completion of the Highway 183/121 project will lead to redevelopment. She stated that in the history of the City, there has not been a lot of planned development but development driven by commercial interests. She stated that the Council has the opportunity to do it differently with such projects as the Central Bedford Development Zone (CBDZ) and that this window of opportunity is the moment to roll a cultural plan into the redevelopment plan. She stated that citizens desire a sense of identity and community for the City, which they have heard from both the Council and in their surveys. Council has the chance to define and sell a vision for the future and that defining ourselves can be self-fulfilling.

Ms. McGlinchey quoted the Creative Arts Center of Dallas: "Art brings transformation and builds community". She further quoted the Texas Commission of the Arts that, "...a Cultural District is a well-recognized, labeled, mixed-use area of community in which a high concentration of cultural facilities serve as the anchor of attraction and boos urban revitalization in many ways including: beautify and animate cities, provide employment and attract resident and tourists". Ms. McGlinchey asked how one builds a sense of community and cited the Bedford Public Library as an example. In answer to what about the Library makes people feel good, she stated that it is visionary; it serves as a "hub"; it is inclusive; it attracts people from other communities; that the Council did it right by engaging the whole community in its design; and that it creates a sense of real pride.

Ms. McGlinchey then presented the methodology of the cultural assessment, which was to be a snapshot of where the City currently stands in regards to art and culture. They brainstormed who they should talk to, performed interviews, invited interviewees to the Commission's meetings and further asked who else they should talk to. They did two surveys, one to the artist community and another to facilities. They also went on field trips to the Creative Arts Center in Dallas and the Levitt Pavilion in Arlington. The questions asked were what is the strength of the art community, what are the resources, what are the challenges and where are the gaps, which may equal opportunities. In regards to the cultural profile, Ms. McGlinchey stated that the Commission focused on the HEB and Mid-Cities area. They identified existing stakeholders including the Hotel/Motel Association, schools, the facility survey, the artist survey, artist groups, leaders of citizen boards and business leaders.

The Commission's key finding was that the City has significant cultural assets already in place with a strong foundation, which can be promoted and leveraged. This exists in the form of people like artists and musicians; buildings and facilities including the Old Bedford School, Onstage, the Arts Council building and the Boys Ranch; organizations including the Trinity Arts Guild, Onstage, the HEB Chamber and schools; community events including 4thFest, BluesFest, to include the City's expertise in holding these festivals, and Twilight Thursdays; and values and traditions including how the school communities really value the arts. The important conclusion they have reached is that the community is unique with longstanding organizations and a rich, long tradition. There are opportunities to add value to what is

already here. In regards to communication, there are all these organizations and activities but they are isolated. These organizations are underfunded and do not have the expertise to communicate with other resources. There are huge synergy opportunities in the City being the catalyst to bring these groups together and build on their strengths. One example of this is the Cultural Crawl. In regards to marketing, the idea is that these organizations are out there but nobody has tried to package them as a theme. The City could claim it and market it. It would need to be defined but the City has the resources to do it, including the new marketing specialist as a start. There is a need for an overarching marketing strategy and to get the word out to patrons, developers, artists and performers. Finally, there is the opportunity for improved signage and curb appeal to draw in attention as well as a discussion regarding walkability.

Ms. McGlinchey stated that in evaluating current venues, it was revealed that some are at overcapacity including the schools, which are always booked up. There are also underutilized venues such as the Old Bedford School. There is a need to determine why that is and to help market those facilities. There is finally the opportunity to help build a sense of community and that the City has a role to play in that. There is the concern that the City's place in the area is eroding. People want to feel pride in the City and the Cultural District has a potential to serve this need, not as a physical location but as a vision or identity. It is a tremendous opportunity but one that will not last. She stated that in order for this idea to be embraced, the Council needs to go out and talk to the community. By creating a plan that the community embraces, the City can get a cultural designation from the State, which would allow it to obtain resources. Then it would start getting the interest of artists, developers and people who want to live here. She stated that there is no need to build something now to make it happen. There is a risk of not acting in that the highway is completed and the CBDZ goes in but it does not have the same spark as it would with a Cultural District. She stated that the window is closing for the City to define it or it may end up following commercial interests. She stated that this will not happen because of the Commission and that it needs to be a Council driven issue. If the Council feels they are on the right track, there leadership is essential in getting community buy-in. The Commission can be a great tool and she believes there is a lot of grass roots interest. A strategic plan would need to be developed and the Commission could work with staff to create action items needed to achieve outcomes.

There was discussion regarding the Council taking ownership of this vision/identity; engaging the community; working on marketing and brand identification of what the City currently has; the need to connect cultural ideas and the CBDZ; redefining the community in a forward sense; and creating a welcoming environment that people want to participate in based on what the City has to offer. In answer to questions from Council, Ms. McGlinchey stated that the surveys were taken by artists, identified by the Trinity Arts Guild, and facilities. The surveys were also sent to the performance directors at HEB and Birdville ISDs. In regards to connecting all of the players, she stated that it has been difficult since it was not at the forefront; however, they did not come up against a lot of resistance. It has been a matter of time and lack of resources and awareness. There was discussion on the possibility of a creative arts school/center at the old library building; how the Council can take ownership of marketing of what the City currently has; the importance of the Commission and the people they have spoken to attending public forums; the perception of a disconnect between the CBDZ and the Cultural District; clarifying what the goal is and the need to focus; building on such things as the Cultural Crawl; the Commission being the catalyst and at the forefront of what is being done; ensuring the Council keeps the Commission involved and that they are an asset in regards to communication and marketing; the Cultural District enhancing the CBDZ or that they may drive each other; the need to find some other input than the consultants on the CBDZ as it may not be their area of expertise; the Commission taking on the strategic plan based on Council input; that the difficulty in selling the the project would be in that it is low cost but not no cost and what the plan would be to pay for it.

Council discussed being of the consensus on bringing together and marketing the cultural aspects currently in the City, selling it to the community to get their buy-in, producing a strategic plan, obtaining a state designation and tying it to the CBDZ. There was further discussion on defining "ownership" as the Council accepting what the Commission has done; a partnership between the Council and Commission on the strategic plan, which can be used to capture all the missing elements in order to receive the state

designation; the Council standing up in a meeting and declaring that the City is a center for culture, arts and music and that is the City's goal as a community; allowing different art groups to put their events on the City's website; additional signage; having art vendors and food trucks at the Old Bedford School; starting the process at the City Expo; and the Commission taking a break and then getting started again.

**ADJOURNMENT**

Mayor Griffin adjourned the meeting at 8:14 p.m.

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Jim Griffin, Mayor

ATTEST:

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Michael Wells, City Secretary

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 26th day of February, 2013 with the following members present:**

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

constituting a quorum.

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Mindy Eichorst	Teen Court Coordinator
Roger Gibson	Police Chief
Don Henderson	Parks Superintendent
Russell Hines	Building Official
Tom Hoover	Public Works Director
Mirenda McQuagge-Walden	Managing Director of Community Services
James Tindell	Fire Chief

### **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: 2, 6, 7, 8, 9, 10 and 11.

Public Works Director Tom Hoover presented information on Item #8. This project was originally a two part contract bid; however, no bids were received. One part would be for pipe bursting and the other part for directional drilling behind Circle Lane. The project was broken into two parts due to the two distinctive methods of construction, with Part A being the directional drilling and Part B being the pipe bursting. Bids were received on Part A that were over the engineer's estimate due to the flat slope and extreme depth in the location. Bids for Part B were a little higher he feels due to changes in the construction industry and activity along NTE. He stated that the City is under a State mandate to do a certain amount of sewer repairs a year. There was discussion on the costs for the project.

Mr. Hoover presented information on Item #11. He stated that the City is required to do \$1M in sewer improvements a year but does not get credit for going over that amount. This project already had plans completed and it was decided to expedite it. Additional alternatives were included as well to get it past the number needed. This project involves relining existing sewer pipes to increase capacity by making the inside of the pipes slicker, eliminating leaks and removing rainwater. The bids came in within 5% of the engineer's estimate. The City has worked with the company in the past with no issues and

recommends moving forward on the project.

- **Susan Young with Senator Kelly Hancock's office to introduce herself to Council.**

Susan Young, District Director for Senator Kelly Hancock's office, introduced herself to Council. Their office should be set up by the beginning of April at Precinct Line just before North Tarrant Parkway.

- **Council update on Highway 183 Corridor District.**

City Manager Beverly Griffith stated that the City is moving forward with the updates to the Highway 183 Corridor Overlay District. There have been multiple work sessions with Council to make the overlay districts more consistent and to extend it to areas in the City, such as Highway 183, which are not currently covered.

Development Director Bill Syblon presented an overview of the process for developing the Overlay District. At the December 5, 2012 Work Session, it was Council's direction to extend the Highway 121 Overlay District to Highway 183 and incorporate the Cheek Sparger Overlay District as well. He stated it was a natural course of action from both an economic development perspective and a developer's perspective to have one encompassing overlay district to look at. The proposed Overlay District is being taken to the Planning and Zoning Commission on Thursday and that 1,200 notices were sent out.

There was discussion on the language in the notice regarding revoking what was already in place with the Highway 121 and Cheek Sparger Overlay Districts; items that have been removed or have been changed in the Overlay District including language regarding sexually oriented businesses; and the whole purpose of the Overlay District. Mr. Syblon stated that the intent is to have one all encompassing overlay district. The Cheek Sparger Overlay District was the first one put in place in the City and it is more basic than the one for Highway 121. Because they do not match exactly, it would create a paradox; therefore, to simplify matters, it was decided to incorporate the Cheek Sparger intersection into the overall Master Overlay District. In regards to language that was taken out, he stated that language included in the document granting relief to businesses was removed. The requirements for new development should be just about the same compared to the Highway 121 Overlay District. There was discussion on Section 4.18L and the removal of language regarding maintenance agreements for landscaping. Mr. Syblon stated this issue was discussed during the December 5 Work Session. It was felt that maintenance agreements were not an effective way of enforcing landscape regulations and that it would be more effective to do so through code enforcement. City Attorney Stan Lowry stated that as the Zoning Ordinance is the law, there is no need to have contractual agreements. There was discussion on having one highway corridor district to govern all pieces, which would require the revocation of current overlay districts; that the product of the Master Overlay District is not changing anything on Highway 121 or Cheek Sparger but extending it along Highway 183; changes in Section 4.18G regarding parking regulations, which gives the ability for the Development Director to make certain decisions instead of the Planning and Zoning Commission; and Section 4.18L where there were revisions on top of other revisions.

Councilmember Nolan requested to be on record regarding her concerns on the following: Section 4.18K regarding non-conforming situations; requiring new construction to maintain the 30-foot setback and existing businesses to have 20 – 25% landscaping in the front; Section 4.18H regarding the removal of language requiring masonry walls between businesses and residents; the removal of maintenance agreements for landscaping and whether it can be taken care of through an ordinance; and that if certain businesses along Highway 183 make changes in any way that they come into compliance with the Overlay District. In regards to Section 4.18, Mr. Syblon stated that it was a redundant concept to address the subject in both the Overlay District and the Zoning Ordinance. There was discussion regarding concessions made by Chili's and QuickTrip and that such things are always encouraged on the staff level. It was requested of staff that an explanation be provided for any substantive changes made to the document prior to coming back to Council.

Mayor Griffin adjourned the Work Session at 6:11 p.m.

## **EXECUTIVE SESSION**

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

- a) Pursuant to Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Zoning for group homes.

Council convened into Executive Session pursuant to Texas Government Code Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Zoning for group homes at 6:13 p.m.

Council reconvened from Executive Session at 7:07 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 7:10 p.m.

## **CALL TO ORDER/GENERAL COMMENTS**

Mayor Griffin called the meeting to order.

## **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**

Bob Eckland, 1325 Wade Drive – Mr. Eckland stated that he is concerned about a new business, specifically a nursing home, going in to his neighborhood. He stated it will affect the value of his house and is concerned about the traffic it will bring. The building is being prepared for five patients and he does not know where people are going to park. He is in favor of helping people who need help. He stated that there could be five, ten or 15 cars parked on the street and that it is not healthy for the neighborhood. He is in favor of that kind of business and the service it provides but a neighborhood is not the place for it.

Lloyd Fairless, 1200 Wade Drive – Mr. Fairless stated that he lives one block from Donna Lane. He is sympathetic to the people using the facility but he is also sympathetic to those people who have saved and worked hard and whose biggest expense is their home. Homes are going to devalued and become more rundown. If people sell their homes, the people who buy them may only want to rent them out. He is concerned about parking and traffic and that there is already a lot of parking on the street. In regards to devaluing of homes, even if it is just mental, he asked why people should be stressed so some other people can make money. He stated that there is business property available and that the neighborhood is single family residential. He stated that current laws need to be enforced or Council needs to take a look at the laws.

## **CONSIDER APPROVAL OF ITEMS BY CONSENT**

Motioned by Councilmember Turner, seconded by Councilmember Davisson, to approve the following

items by consent: 2, 6, 7, 8, 9, 10 and 11.

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

## **COUNCIL RECOGNITION**

### **1. Employee Service Recognition**

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

Bill Syblon, Development – 10 years of service  
Russell Hines, Code Enforcement – 15 years of service

## **APPROVAL OF THE MINUTES**

### **2. Consider approval of the following City Council minutes: a) February 12, 2013 regular meeting**

This item was approved by consent.

## **PERSONS TO BE HEARD**

### **3. The following individuals have requested to speak to the Council tonight under Persons to be Heard. a) Roy Savage, 880 Jerry Lane, Bedford, Texas – Requested to speak to the Council regarding the City Expo.**

Roy Savage, 880 Jerry Lane – Mr. Savage spoke on behalf of the Community Affairs Commission. He wanted to update Council on what has been done in preparation for the City Expo to be held on Saturday, March 2 from 11:00 a.m. to 3:00 p.m. at the old library building. He thanked the Mayor and Council for charging the Commission with putting together this information forum. He also thanked the senior staff for their enthusiastic assistance in pulling this together. He gave kudos to the staff, his fellow member on the Expo Committee David Franklin, Council Liaison Councilmember Boyter and staff liaison Deputy City Manager David Miller. The purpose of the Expo is to do their best of informing citizens of the services performed on their behalf. He stated there is an obligation to inform citizens as to the affect that City tax dollars have on their daily lives. He presented the configuration of the event, which will feature over 30 individual booths manned by staff informing people about their duties. City equipment from Fire, Police Parks and Public Works will be on display and manned by personnel. There will be explanations in the form of charted income and expenditures on what the City's tax dollars do for residents. There will be representatives from some of the City's service providers including Oncor, Atmos and Allied Waste and they will have some of their equipment there as well. There will be three food trucks including a pizza truck on E.M. Bilger, which will be closed from 8:00 a.m. to 5:00 p.m. on the day of the event. City vehicles will be parked in the BluesFest parking area or on the north end of the old library's parking lot. There will be representatives from the Citizen's Police and Fire Academy Alumni Associations, the Community Emergency Response Team and the Friends of the Library. A banner has been placed at Bedford Road and Forest Ridge Drive, posters and flyers have been distributed, information has been posted on the City's website and Facebook page as well at the back of the water bill. There has been a press release and emails have been sent to homeowner's associations. The City's portable sign has been placed across from City Hall to advertise the event. Restaurants in the area have been asked to provide coupons. Surveys will be conducted to determine how people get news regarding the City. In answer to a question from Council, Mr. Savage stated that there will be no other Boards or Commissions present but that the Library Foundation will have a booth.

### **b) James Trigg, 1316 Wade Drive, Bedford, Texas – Requested to speak to the Council regarding zoning violations in residential neighborhoods.**

James Trigg, 1316 Wade Drive – Mr. Trigg stated that the City is allowing an investment firm to build an assisted living center business at 604 Donna Lane next to his property in a neighborhood zoned as single family attached. He stated that the center is a business and the only intended use for what used to be a home. It is very much like a small nursing home and will have healthcare attendants in the facility around the clock to care for people unable to care for themselves. It is a for-profit business that is not funded by a State or federal program; they are regulated by those entities but receive no funding from them. He presented a page from the Texas Department on Aging and Disability Services that gave the definition of an assisted living center. He believed that the investor was hiding his intentions so that surrounding neighbors would not raise objections. The builder did not obtain a building permit until Mr. Trigg reported him to the City. The house was transferred on the tax rolls to PBH Investments on September 25, 2012. Substantial renovations to the property began in the early part of October. Architectural plans for the renovation were dated December 12 of last year; however, inside demolition began before the plans were finished. He reported this to the City on January 9 and all work stopped the following week until January 29 when a permit was issued. He stated that a massive amount of work was being done for two and a half months before the owner even applied for a permit. He stated that he is led to suspect that the owner wanted to fly under the radar and that he owns his own architectural and general contracting firms. He obtained a copy of the building permits a couple weeks ago and that they were requested and issued under residential. The estimated value of the work was stated to be \$25,000; however, the owner told him and others that he was spending \$200,000 just on renovations on top of what he paid for the house. In looking at the permit, commercial projects over \$50,000 require a Texas Department of Licensing and Regulation project number from the state, which he stated is one good reason to call it residential rather than commercial. He stated there are no interior walls, plumbing fixtures, cabinets, air conditioners or appliances left from the original house. An automatic fire sprinkler system has been installed, 500 square feet of additional space has been added and the garage has been turned into bedrooms. No plot plan was filed up front showing the changes from the original footprint. The building is now eight feet closer to neighboring property lines. He stated that the permit fees for a \$25,000 renovation are \$504 while the fees for a \$200,000 renovation are \$1,992 so it looks like the City was shortchanged. He stated that this is a business and not a group home, a home occupation nor a cooperative, functioning family unit. He stated the owner's website refers to it as a residential care home and lists a pricing schedule.

Mr. Trigg stated that what he keeps hearing is that the City had a similar issue about a year and half ago and it was complicated. There was reluctance to bring the issue up again because it had been looked at before and there was doubt regarding support without a strong showing from his neighborhood. He wanted to make it clear that if one resides anywhere in Bedford that this is their issue too. There are about a dozen homes for sale in his immediate neighborhood and they could become nursing homes in the future. The City's Zoning Ordinance states group homes cannot be more than one half mile from each other but does have restrictions on assisted living centers. If this was a group home, he asked how anybody would know to check the distance if it is checked as a residence on the building permit. He handed out email communications between himself and the City Manager and stated that her response had nothing to do with the business of an assisted living center. He only included it to show how some cities have been duped into allowing these operations to function under the radar as a group home. He stated that there are a lot of entrepreneurs out there and where there is money to be made, they will capitalize on it. If this situation is allowed to continue, where property can be bought up and renovated for businesses, neighborhoods will be overrun.

Mr. Trigg stated that what he wanted from the City government was the following: to establish a tracking mechanism and dialogue between the Permitting and Zoning Departments to send up red flags when these types of issues come up; that the Permitting Department needs to be more vigilant in the scope of work to be done; that the builder be fined heavily for going around the permitting process and that all construction be stopped until the fine is paid; and that the builder have to reapply for permits under commercial and pay the appropriate permit fees for the scope of work being done. He asked that this issue not be swept under the carpet because it is complicated and that it is a for-profit money-making business and the sole use for what used to be a single family residence. He asked that the City work with its counterparts to draft regulations to prevent this type of thing in the future. He asked if this issue is still looked at as a group home, how are such things as the generation of hazardous waste regulated and would it be permitted to be disposed of in the standard garbage collection. He showed a picture of one of the builder's current centers showing the security lighting. He stated that in regards to not being

able to tell the difference from the outside and the surrounding homes, that no house in his neighborhood has a full glass showroom style entrance with a glass door that looks through the house to the backyard. There is a 19-foot wide expanse of glass that is larger than a double garage door. He asked about traffic with five residents, two caregivers, deliveries, linen service, biohazard waste disposal, senior buses, family visits and ambulances. The driveway is 84 feet with no garage, which may be enough for four cars to park so the rest will have to park in the street. He asked that the Council consider the consequences of doing nothing and asked that the rights of homeowners be protected by denying a certificate of occupancy for the stated use of the building. He personally thanked Council members Nolan, Olsen and Brown for being responsive to this issue.

**c) Dorothy McWhorter, 1600 Martha Drive Bedford, Texas – Requested to speak to the Council regarding 604 Donna in Bedford.**

Dorothy McWhorter, 1600 Martha Drive – Ms. McWhorter thanked the Council for the email response of February 13 and gave special thanks to Councilmember Nolan. She presented a timeline of events regarding this issue. On January 9 she called the City Manager requesting information on the remodeling of 604 Donna Lane. She had heard it was going to be an assisted living business operating in a residential neighborhood. She was informed that a check would be made and that the City Manager would get back with her. On February 12, she appeared before the Council and stated that she had not received a reply. In regards to questions on 604 Donna Lane, she stated she felt that Council could not reply because they had no idea what she was talking about. She stated that after the meeting, Mayor Griffin told her that 604 Donna Lane could possibly be tied to the City's ordinance on home occupations. On February 13, she received an email from the City Manager containing 3.5 pages of what this business might be; it gave the criteria for a home occupation but does not clearly define the term. She stated that on August 10, 2000, the Council defined home occupation as, "Occupation, profession, activity or use that is clearly a customary, incidental and secondary use of a residential dwelling unit and which does not alter the exterior of the property, dwelling unit or accessory structures or adversely affects the residential character of the neighborhood". This definition is listed in Section 5.12 of the Zoning Ordinance. By this definition, home occupation could not be used as justification for a boarding house at 604 Donna Lane. She stated that state laws regarding group homes, community homes and assisted living facilities were listed in the City Manager's email. She stated that no determination was made to justify a building permit. On February 15, she stated that she received an email from Councilmember Brown with communications between him and the City Manager in which he requested clarification and justification for the business that was going to operate in a residential neighborhood. She stated that in the City Manager's email, the City Manager said that it might be a group home, a community home or a residential care home and that she was turning the matter over to the City Attorney. Ms. McWhorter asked why this issue was not handed over to the City Attorney on December 31 when the application for a permit was requested. She stated that it has been 45 days since a permit was requested and there still has been no decision on how to justify a boarding house in a residential neighborhood. She stated that she witnessed construction on January 9 but the permit was not approved until January 29. Remodeling was going on from early October until January 9 without a permit and she asked where Code Enforcement and the Permit Department were. She further asked why there was a delay in approving or rejecting the request for the building permit. On February 22, she stated that she reviewed the remodeling plans for the house and noted no plans for a sprinkler system submitted by the property owner until the Fire Department must have entered the picture. Approval from the Fire Department was dated January 24. She stated that the remodeling plans enlarge the square footage of the building by 486.3 square feet, or 21.2%, in living space and asked what the City's procedures on reporting the increase in living space to the Tarrant Appraisal District. She stated that the landlord for 604 Donna Lane has made an inquiry regarding a house two blocks from this one and asked how close together these boarding houses are allowed. She further asked if there was an ordinance in place to stop this. She asked if Councilmember Brown would take the lead on adopting an ordinance to address this issue. Councilmember Brown stated that the Council has consulted with the City Attorney and tasked him with bringing Council options regarding this issue. Further, there are state and federal laws granting protection to some parties.

There was discussion on issues related to different state and federal laws and that the city attorney has been asked by the Council to examine what options are available to the City. It was further stated that the owner of the property has applied for a Class B use. It was stated that there will be an update on

this issue at the March 26 Council meeting. Councilmember Turner wanted it on the record that he will do nothing to mess up that neighborhood, his neighborhood or any other neighborhood because that is the City of Bedford.

## **NEW BUSINESS**

### **4. Consider a resolution amending Article 1. Section 1.02 and adding a mission statement to the H.E.B. Teen Court Advisory Board Bylaws.**

Administrative Services Director Cliff Blackwell presented information regarding this item and Item #5. This item is to add a mission statement to the bylaws that reads, "Provide Counsel to the Teen Court to guide and support students and parents, and positively connect with the community." The Teen Court Advisory Board recommended changes to the parameters regarding the student advisory positions on the Board. Currently, there are nine regular members on the Board, with three of those positions being student advisors. Of those three, one must attend Trinity, one may attend L.D. Bell and the other can either attend a private school or be homeschooled. They also must reside in the cities of Hurst, Euless or Bedford. The student terms are for one year with the regular positions having two year terms. The recommended changes are to allow students to apply regardless of what school they attend or where they reside as long as they have completed the equivalent of seventh grade. This issue has been discussed with the Board and approved at their October 12 meeting. Staff was charged with bringing these changes to their respective city councils for approval. He stated that Teen Court Coordinator Mindy Eichorst and Board Member Kathleen Toms were in attendance to answer any questions the Council may have.

There was discussion regarding the respective city attorneys having reviewed these changes; the rationale behind changing the residency and age requirements; the recruitment efforts at Trinity and L.D. Bell; that the HEB school district is unique in that it runs from tenth to twelfth grades; that the Board will make the decisions on who will serve on the Board; and that the volunteers are not getting hours for community service. Council was of the consensus that the student advisory members live in Hurst, Euless and Bedford and that this item be tabled to be brought back to the Board. Council also discussed that the minimum age should be at least 13.

Motioned by Councilmember Davisson, seconded by Councilmember Brown, to approve a resolution amending Article 1. Section 1.02 and adding a mission statement to the H.E.B. Teen Court Advisory Board Bylaws.

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

### **5. Consider a resolution to amend Section 1 of the Interlocal Agreement between the cities of Bedford, Euless and Hurst for the combining efforts for the provision of a Teen Court Program in Municipal Court.**

This item was discussed with Item #4.

Motioned by Councilmember Davisson, seconded by Councilmember Brown, to approve a resolution to amend Section 1 of the Interlocal Agreement between the cities of Bedford, Euless and Hurst for the combining efforts for the provision of a Teen Court Program in Municipal Court.

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

### **6. Consider a resolution authorizing the City Manager to enter into the first year of a two-year agreement with Texas Harley-Davidson for the lease of five Harley-Davidson police package motorcycles in the amount of \$22,500.**

This item was approved by consent.

### **7. Consider a resolution authorizing the City Manager to purchase shade structures for Bedford Splash in the amount of \$25,716 through the Buy Board Cooperative Purchasing Program.**

This item was approved by consent.

- 8. Consider a resolution authorizing the City Manager to enter into a contract with Ark Contracting Services, LLC for Sanitary Sewer Line Replacement in Segment 11 Part B of the Sulphur Branch Tributary in the amount of \$557,302.**

This item was approved by consent.

- 9. Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement between the City of Bedford and Tarrant County for street improvements on one-half of Murphy Drive from Bedford Road to south of Harwood Drive and the HMAC overlay on one-half of the roadway on Murphy Drive from Bedford Road to Harwood Road.**

This item was approved by consent.

- 10. Consider a resolution authorizing the City Manager to enter into Utility Adjustment Agreement Amendment #3 (UAAA) with NTE Mobility Partners, LLC and Bluebonnet Contractors, LLC for the adjustment of the City of Bedford's existing utilities impacted by the North Tarrant Express Project.**

This item was approved by consent.

- 11. Consider a resolution authorizing the City Manager to enter into a contract with Utilitex Construction LLP for Sanitary Sewer Line Replacement in the basin 19.1W of the Sulphur Branch Tributary in the amount of \$451,045.50.**

This item was approved by consent.

- 12. Report on most recent meeting of the following Boards and Commissions:**

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

No report was given.

- ✓ **Beautification Commission – Councilmember Turner**

Councilmember Turner reported that the Commission met and had lively discussion with 6Stones regarding pushing forward with the Community Garden. A homeowner's association presented itself for assistance from the Commission with beautifying their entrance.

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

Councilmember Boyter stated that the Commission's primary focus has been on the City of Bedford Expo scheduled for this Saturday at the old library building. He encouraged everybody come out to meet departments and get to know the people who work for the City.

- ✓ **Cultural Commission - Councilmember Nolan**

Councilmember Nolan reported that the Commission met with the Council and gave them an update on what the Commission has been doing. They discovered arts groups in the City and that they do not know each other or what is going on. They are working on finding ways to let them know what is available in regards to classes, venues and events.

- ✓ **Library Board – Councilmember Brown**

Councilmember Brown reported that the Library's satisfaction survey is online until middle of March. The Library has a busy weekend with the Expo on Saturday and SuesFest on Sunday from 1:00 p.m. to 4:00 p.m.

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

Councilmember Davisson stated that the Board does not meet until after the first of the month.

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

Councilmember Turner reported he was unable to attend the last meeting of the Board.

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

Councilmember Olsen stated that the Board will meet Tuesday, March 5.

**13. Council member reports**

Mayor Griffin reported that the dog park ground breaking ceremony was held this weekend and was attended by Channel 4 and 11. The dog park will be at Meadowpark as a joint partnership between the City and HEBISD. They are still awaiting final approval from Oncor.

Mayor Griffin also reported that he has been appointed to the 911 Committee for the Tarrant County Mayor's Council. Their first meeting was on Monday and they are responsible for administering, updating, and modifying the operations of the public answering points in the community. He will bring updates to the City as they happen.

Mayor Griffin stated that on Wednesday, March 6 at 9:00 a.m. he will be holding a press conference along with representatives from Cheddars to speak on the growth and beautification efforts of the City and the importance of bringing new business into the City. They will also be bringing down the CI Host building.

**14. City Manager/Staff Reports**

**a) Follow-up on discussion during previous Work Session regarding mowing liens assessed against the property located at Block 1, Lots 12 and 13, Oak Grove Estates Addition.**

City Manager Beverly Griffith updated Council on this issue from the previous Council meeting. The City did receive payments for these liens and the releases were filed with the County on February 25.

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

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

**ADJOURNMENT**

Mayor Griffin adjourned the meeting at 8:41 p.m.

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Jim Griffin, Mayor

ATTEST:

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Michael Wells, City Secretary

STATE OF TEXAS §  
COUNTY OF TARRANT §  
CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in special session at 3:15 p.m. in the Building A Conference Room of City Hall, 2000 Forest Ridge Drive, on the 5th day of March, 2013 with the following members present:

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

constituting a quorum.

Councilmember Nolan arrived at 3:40 p.m.

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Michael Wells	City Secretary
Stan Lowry	City Attorney
Bill Syblon	Development Director

### **CALL TO ORDER**

Mayor Griffin called the meeting to order at 3:27 p.m.

### **EXECUTIVE SESSION**

To convene in compliance with Section 551.001 et. Seq. Texas Government Code, to discuss the following:

- Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to "Project Oatmeal".

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations relative to "Project Oatmeal" at 3:27 p.m. Council reconvened from Executive Session at 4:02 p.m.

### **ADJOURNMENT**

Mayor Griffin adjourned the meeting at 4:04 p.m.

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Jim Griffin, Mayor

ATTEST:

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Michael Wells, City Secretary



# Council Agenda Background

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**PRESENTER:** See below

**DATE:** 03/12/13

**Persons to be Heard**

**ITEM:**

- a) James Trigg, 1316 Wade Drive, Bedford, Texas – Requested to speak to the Council regarding zoning violation at 604 Donna.
- b) Steve Grubbs, 1105 Clear View Drive, Bedford, Texas – Requested to speak to the Council regarding the Community Affairs Commission Outreach Meeting held on January 29th, plus the City Expo held on March 2.

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

N/A

**ATTACHMENTS:**

Letters of Request

**From:** [REDACTED]  
**Sent:** Monday, March 04, 2013 10:16 AM  
**To:** Wells, Michael  
**Subject:** Re: Request to be heard.

So sorry. It will be a continuation of the zoning violation at 604 Donna Lane.

-----Original Message-----  
From: Wells, Michael <[Michael.Wells@bedfordtx.gov](mailto:Michael.Wells@bedfordtx.gov)>  
To: [REDACTED] <[REDACTED]>  
Cc: Jacobs, Amanda <[Amanda.Jacobs@bedfordtx.gov](mailto:Amanda.Jacobs@bedfordtx.gov)>  
Sent: Mon, Mar 4, 2013 10:11 am  
Subject: RE: Request to be heard.

Good morning Mr. Trigg,

We can certainly add you to the agenda. We just need to know the subject on which you wish to speak.

--

Michael Wells  
Office: 817-952-2104

**From:** [REDACTED]  
**Sent:** Sunday, March 03, 2013 3:59 PM  
**To:** Wells, Michael  
**Subject:** Request to be heard.

Please place me on the agenda as a person to be heard for the March 12th City Council meeting.  
Thank you.

James Trigg 1316 Wade Dr.  
Bedford, 76022

-----Original Message-----

From: Steve Grubbs [REDACTED]  
Sent: Wednesday, March 06, 2013 10:19 AM  
To: Wells, Michael  
Cc: Boyter, Michael; Miller, David  
Subject: Request to Speak at City Council Meeting

Michael,

I request to be put on the agenda under Persons to be Heard for the March 12, 2013 City Council Meeting. I want to report on the Community Affairs Commission Outreach Meeting held on January 29th, plus the City Expo held on March 2.

Thank you,

Steve Grubbs  
1105 Clear View Drive



# Council Agenda Background

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

**DATE:** 03/12/13

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

**ITEM:**

Consider an ordinance amending the budget of the City of Bedford, Texas, for the fiscal period of October 1, 2012 through September 30, 2013; and declaring an effective date.

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

The purpose of this ordinance is to transfer \$2,129.60 from the Instructors line item to the Personnel budget in the Aquatics Division to facilitate staff managing the swim lesson program. This covers 14 Water Safety Instructor positions and represents .0846 full-time equivalents (FTE). Previously, swim lessons were contracted out to a third party company. This arrangement allowed the company to retain 75% of the revenue collected for the lessons. However, if the City teaches the lessons using Water Safety Instructors who are employees, the cost is only their salary which is \$12.10/hour.

Last year, the City collected \$13,728.13 for swim lessons and retained \$3,432.03 with the rest going to the contract company. In comparison, if the City uses employees to teach the classes, the amount that would be kept would increase to \$11,598.53 which is \$8,166.50 more or an increase of 237%. There may also be a nominal cost for additional kickboards/noodles of approximately \$100.

Michael Radoyevich, Athletics/Aquatics Coordinator, managed the swim lesson program at the Keller Pointe and participated in the management of the program at Southlake Carroll ISD Natatorium. He has been a swim instructor for nine years and is currently in process with the American Red Cross to obtain the instructor trainer certification in order to teach Water Safety Instructor Courses. Until he receives this designation, Judy White-Pardee, who is the long time coach of the Bedford Surf Swim Team, will serve in this capacity. Historically, even though the City did not teach swim lessons, around half a dozen of the Bedford lifeguards were certified as Water Safety Instructors. The other positions will be filled with lifeguards who can obtain the certification or will be recruited through the hiring process.

The fees associated with the cost of the swim lessons will not change.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of an ordinance amending the budget of the City of Bedford, Texas, for the fiscal period of October 1, 2012 through September 30, 2013; and declaring an effective date.

**FISCAL IMPACT:**

\$2,129.60 moved from 8338 Instructors to the Personnel budget in the Aquatics Division Fund.

**ATTACHMENTS:**

Ordinance

**ORDINANCE NO. 13-**

**AN ORDINANCE AMENDING THE BUDGET OF THE CITY OF BEDFORD, TEXAS, FOR THE FISCAL PERIOD OF OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS, the City Council of Bedford, Texas adopted the Aquatics Division budget on September 11, 2012 for the 2012/2013 fiscal year; and,**

**WHEREAS, the City Council of Bedford, Texas must formally amend the original budget to incorporate the approved changes.**

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

**SECTION 1. That the City Council does hereby amend the Aquatics Division Budget by moving \$2,129.60 from 8338 Instructors to the Personnel line items and adding 0.0846 full-time equivalents for Water Safety Instructors.**

**SECTION 2. That the Annual Budget for the Aquatics Division Fund and the City of Bedford, Texas, for the fiscal period of October 1, 2012 through September 30, 2013 in words and figures contained therein, is hereby amended and approved. A copy of said budget shall be maintained in the records of the City.**

**SECTION 3. That this Ordinance shall take effect from and after its date of passage in accordance with law, and it is so ordained.**

**PRESENTED AND PASSED on this 12th day of March 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**



# Council Agenda Background

**PRESENTER:** Kelli Agan, Technical Services Manager

**DATE:** 03/12/13

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

**ITEM:**

Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the City of Fort Worth for the 2012 Byrne Justice Assistance Grant (JAG) Formula Program Award.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

In October 2012, the Police Department, along with the cities of Fort Worth, Arlington, Haltom City, Hurst, North Richland Hills and the County of Tarrant, made application for the 2012 Byrne Justice Assistance Grant (JAG) Formula Program Award.

Through this grant, the Police Department requested \$13,819 in funding for four SWAT ballistic vests and four ballistic shields of varying sizes (two small, one large and one extra large). This equipment will replace expired equipment that is utilized by the Department's SWAT Team. Ballistic equipment has a manufacturer recommended shelf life of five years.

The JAG grant requires all cities within Tarrant County to seek funding under one application. The City of Fort Worth has assumed the role as fiscal agent and therefore is considered the award "recipient" with all the other entities, including the City of Bedford, being a "subrecipient." As an award subrecipient, the City of Bedford must now enter into a Memorandum of Understanding (MOU) with the City of Fort Worth for the 2012 Byrne Justice Assistance Grant (JAG) Formula Program Award. The City of Fort Worth will facilitate and manage the grant throughout the life of the grant as required by the award contract. The MOU outlines the parties, authority, purpose, responsibilities, points of contact, entirety of agreement, immunity, independent contractor, term, modification, termination and other provisions as required by the 2012 Byrne Justice Assistance Grant (JAG) Formula Program Award.

The 2012 JAG funding does not require a cash match from the City of Bedford.

**RECOMMENDATION:**

Staff recommends the following motion:

Approve a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the City of Fort Worth for the 2012 Byrne Justice Assistance Grant (JAG) Formula Program Award.

**FISCAL IMPACT:**

\$13,819 through the 2012 Byrne Justice Assistance Grant Formula Program Award

**ATTACHMENTS:**

Resolution  
Memorandum of Understanding

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF FORT WORTH FOR THE 2012 BYRNE JUSTICE ASSISTANCE GRANT (JAG) FORMULA PROGRAM AWARD.

WHEREAS, the City Council of Bedford, Texas has determined that the grant funds requested will benefit the City; and,

WHEREAS, the City Council of Bedford, Texas acknowledges the City of Fort Worth as the fiscal agent and award recipient for the 2012 Byrne Justice Assistance Grant (JAG) Formula Program Award; and,

WHEREAS, the City Council of Bedford, Texas acknowledges that the purpose of a Memorandum of Understanding (MOU) is to enhance the working relationship between the City of Fort Worth and the City of Bedford in order to facilitate effective implementation of the 2012 Byrne Justice Assistance Grant (JAG) Formula Program Award funding.

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

SECTION 1. That the City Council authorizes the City Manager to enter into a Memorandum of Understanding (MOU) with the City of Fort Worth for the 2012 Byrne Justice Assistance Grant (JAG) Formula Program Award.

PASSED AND APPROVED this 12th day of March 2013, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

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Jim Griffin, Mayor

ATTEST:

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Michael Wells, City Secretary

APPROVED AS TO FORM:

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Stan Lowry, City Attorney

**Memorandum of Understanding  
Between the City of Fort Worth, TX and the City of Bedford, TX  
FY 2012 Justice Assistance Grant**

1. **PARTIES.** The parties to this Memorandum of Understanding (MOU) are the City of Fort Worth, Texas (hereinafter referred to as “Recipient”) and the City of Bedford, Texas (“Subrecipient”).
2. **AUTHORITY.** This MOU sets forth the Recipient’s and the Subrecipient’s responsibilities under the U.S. Department of Justice, Bureau of Justice Assistance, Fiscal Year 2012 Justice Assistance Grant (JAG).
3. **PURPOSE.** The purpose of this MOU is to enhance the working relationship between the parties in order to facilitate effective implementation of the FY 2012 JAG, in compliance with the DOJ Program requirements. Once awarded, grant funds in the amount of \$13,819.00 shall provide for ballistic vest and four ballistic shields and associated equipment for the Bedford Police Department as outlined in the Budget Narrative, attached as “Exhibit A” and incorporated by reference as part of this MOU.

**4. RESPONSIBILITIES:**

**A. Recipient:**

- 1) The Recipient is the cognizant fiscal agency of the FY 2012 JAG Funds and agrees to participate in a collaborative manner with the Subrecipient throughout the life of the grant.
- 2) After the FY 2012 JAG is awarded, the Recipient shall facilitate and manage the grant throughout the life of the grant, as required by the grant award contract.
- 3) The Fort Worth Police Department – Program Support Division – Grants and Contracts Section (PSD-GCS) will oversee the administration, procurement, and reporting for the Subrecipients’ grant-funded activities and will act as the Fiscal Agent for the FY 2012 JAG Program funds. Additionally, PSD-GCS will review and approve and/or request approval from DOJ of any written requests by subrecipient for modifications to the attached Exhibit A.
- 4) The Recipient shall pay the Subrecipient an amount not to exceed \$13,819.00 from available grant funds for approved services and expenses rendered in accordance with the terms of this upon receipt of a proper and verified invoice with satisfactory program accompanying documentation of services provided. The reimbursement made to the Subrecipient shall not exceed actual costs incurred to provide the services under this contract. Actual costs, both direct and indirect, must be reasonable and allowable as those terms are defined and explained in the Office of Management and Budget (OMB) Circulars A-122 and 1-110.

**B. Subrecipient:**

- 1) Participate in a collaborative effort with the Recipient in the application, administration, and implementation of the FY 2012 JAG, collaboration to last throughout the life of the grant.
- 2) Meet all requirements pertaining to administration, procurement, and reporting in connection with the FY 2012 JAG. Requirements to be met include those found in (1) the Office of Management and Budget circulars, (2) the Office of Justice Programs Financial Guidelines, (3) Exhibit A to this MOU, entitled “FY 2012 JAG Budget Narrative”, which is incorporated by reference as part of this MOU, and (4) “Exhibit B” to the MOU, entitled “Award Document” which is incorporated by reference as part of this MOU.
- 3) Submit to the Recipient monthly performance reports regardless of level of activity. In addition, the Subrecipient shall submit program updates and other reports requested by the Recipient and DOJ in appropriate format and on a timely basis; and make available at reasonable times and for reasonable periods records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the Recipient, U.S. Department of Justice, Bureau of Justice Assistance or their authorized representatives. The monthly reports are due to the Recipient no later than the 5<sup>th</sup> calendar day of the following month. The monthly performance reports must contain the following information:
  - 1) A detailed list of all projects or activities for which FY 2012 JAG were expended or obligated during the previous month, including—
    - a) The name of project or activity;
    - b) A description of project or activity;
    - c) An evaluation of the completion status of the project or activity; and
    - d) An estimate of the number of jobs created and the number of jobs retained by the project or activity.
  - 2) Detailed information on any subcontracts or subgrants awarded by the recipient to include data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregated reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.
- 4) Submit monthly Request for Reimbursement (RFR) forms and vendor report forms with an original signature by an authorized representative to Sasha Kane, PSD-GCS Fort Worth Police Department, 350 West Belknap Street, Fort Worth, TX 76102 no later than the 5<sup>th</sup> calendar day of the month following expenditures. Reimbursements by the Recipient will not be made until after receipt of an acceptable and approved RFR and a monthly programmatic report from the Subrecipient. Reimbursements shall be made within 30 days receipt of said documents. The monthly RFRs and Vendor Report Forms must contain the following information:

- 1) The amount of FY 2012 JAG funds that were expended to projects or activities during the previous month;
  - 2) The amount of FY 2012 JAG funds that were obligated during the previous month;
  - 3) Detailed information on any subcontracts or subgrants awarded by the recipient to include data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregated reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.
- 5) Submit any and all proposed changes to attached budget to the Recipient prior to any expenditure deviation from approved budget. No expenditures inconsistent with attached budget shall be made by Subrecipient prior to receiving written approval from Recipient. Failure to obtain pre-approval for deviations from budget may result in a denial of reimbursement.
- 6) Maintain financial, programmatic, and supporting documents, statistical records, and other records pertinent to claims submitted during the contract period for a minimum of five (5) years after the termination of the contract period, or for five (5) years after the end of the federal fiscal year in which services were provided. Such records shall be awarded to Recipient for investigation, examination and auditors as necessary. If any litigation, claim, or audit involving these records begins before the fifth (5) year period expires, the Recipient will notify the Subrecipient of such litigation, claim or audit, and Subrecipient will be responsible for maintaining the records and documents for not less than three (3) years after the final conclusion of all litigation, claims, or audits. Litigation is considered resolved when a final order is issued, or a written agreement is entered into between the DOJ, Recipient and Subrecipient. Audits are considered concluded upon the closure of the audit covering the entire award period.

## **5. POINTS OF CONTACT**

### **A. Recipient**

The primary point of contact for Recipient is Sasha Kane, telephone number: (817) 392-4243, email address: [sasha.kane@fortworthtexas.gov](mailto:sasha.kane@fortworthtexas.gov). Monthly RFRs should be submitted, in writing, to the Fort Worth Police Department, 350 West Belknap Street, Fort Worth, TX 76102, Attention: Sasha Kane or by email to [sasha.kane@fortworthtexas.gov](mailto:sasha.kane@fortworthtexas.gov).

Performance reports should be submitted by the Project Directors of the aforementioned FY 2012 Justice Assistance Grant programs in writing to Fort Worth Police Department, 350 West Belknap Street, Fort Worth, TX 76102, Attention: Sasha Kane or by email to [sasha.kane@fortworthtexas.gov](mailto:sasha.kane@fortworthtexas.gov).

### **B. Subrecipient**

The primary point of contact for Subrecipient is Kelli Agan, telephone number: (817) 952-2403 email address: kelli.agan@bedfordtx.gov, mailing address: 2121 L. Don Dodson Drive, Bedford, Texas, 76021.

### **C. Recipient and Subrecipient**

Before any item included in an RFR would be denied as unallowable, Recipient agrees to confer with Subrecipient to allow for clarification and explanation. Recipient agrees to memorialize in writing any oral conversations concerning this subject matter.

6. **ENTIRETY OF AGREEMENT.** This MOU, consisting of six pages and exhibits, represents the entire and integrated agreement between the parties and supersedes all prior discussions and negotiations, representations and agreements, whether written or oral as related specifically to the U.S. Department of Justice, FY 2012 JAG.
7. **IMMUNITY.** The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law or otherwise with respect to any action based on or occurring as a result of this MOU.
8. **INDEPENDENT CONTRACTOR.** By executing this MOU, the parties agree to work together to secure grant funding for mobile video recording packages and associated equipment as outlined. However, the parties to this MOU do not intend to enter a legal partnership, as that term is used to describe a legal entity and to involve joint and several liabilities. Recipient shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Subrecipient. Likewise, Subrecipient shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Recipient. Neither Recipient nor Subrecipient shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of the officers, members, agents, servants, employees, or officers of the other.
9. **OTHER PROVISIONS.** Nothing in this MOU is intended to conflict with any current laws or regulations or with the directives of the City of Fort Worth or the City of Bedford. The provisions of this MOU are severable and if for any reason a clause, sentence, paragraph or other part of this MOU shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

Any monies expended by a party under or in connection with this MOU must come from funds currently available to that party.

Recipient or its representatives shall have the right to investigate, examine and audit at any time any and all necessary books, papers, documents, records and personnel that pertain to this contract or any related subcontracts.

**10. TERM.** This MOU will become effective on the date it is executed by both parties (“Effective Date”) and remain in effect throughout the grant period (ending September 30, 2014). Each party represents that this MOU has been executed by a representative with the authority to contract on behalf of that party. This MOU is null and void if funds are not awarded.

**11. MODIFICATION.** This MOU may be modified upon the mutual written consent of the parties. Any such written communications should be sent to the following persons at the following addresses:

For the City of Fort Worth:  
Sasha Kane  
Senior Contract Compliance Specialist  
City of Fort Worth Police Department  
350 West Belknap  
Fort Worth, TX 76102

For the City of Bedford:  
Beverly Griffith, City Manager  
2000 Forest Ridge Drive  
Bedford, TX 76021

**12. TERMINATION.** This MOU will remain in effect until the later of (1) the expiration of the grant period or (2) the submission of the final report regarding the FY 2012 Justice Assistance Grant to the Department of Justice, unless one of the parties earlier requests termination or modification of the MOU, accompanied by 60 days’ notice of such request.

[The remainder of this page was intentionally left blank.]

**ACCEPTED AND AGREED:**

**CITY OF BEDFORD:**

By: \_\_\_\_\_  
Beverly Griffith  
City Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM  
AND LEGALITY:**

**City of Bedford**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCEPTED AND AGREED:**

**CITY OF FORT WORTH:**

By: \_\_\_\_\_  
Charles W. Daniels  
Assistant City Manager

Date: \_\_\_\_\_

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Jeffrey W. Halstead  
Chief of Police

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND  
LEGALITY:**

By: \_\_\_\_\_  
Jessica Sangsvang  
Assistant City Attorney

Date: \_\_\_\_\_

**Contract Authorization:**

M&C: \_\_\_\_\_

Date Approved: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Mary J. Kayser  
City Secretary



# Council Agenda Background

<b><u>PRESENTER:</u></b> Mirenda McQuagge-Walden, Managing Director of Community Services Ron Roark, Senior Right of Way Agent, Oncor Electric Delivery LLC		<b><u>DATE:</u></b> 03/12/13
<b>Council Mission Area:</b> Be responsive to the needs of the community.		
<b><u>ITEM:</u></b>  Consider a resolution approving an Encroachment on Easement Agreement with Oncor Electric Delivery Company LLC for the Bedford Trails, Harwood Road-Cummings Drive section.  <b>City Attorney Review:</b> Yes  <b>City Manager Review:</b> _____		
<b><u>DISCUSSION:</u></b>  After the June 26, 2012 Council meeting staff began to work with the HEB ISD to amend the Meadowpark Lease Agreement to allow for a dog park. Through these efforts, it was discovered that neither Oncor nor the City of Bedford has any formal or informal documents recognizing the Bedford Trails through the electric transmission line area and that a small portion of land on the northeast side of Meadowpark is not actually owned by the school district but by Oncor.  This document will serve as formal recognition that the City of Bedford is allowed to maintain the existing trails system known as the Bedford Trails. In return, the City of Bedford will continue to maintain the easement area. Oncor has approved the current configuration and structures along the trail as outlined in the exhibits. In addition, they have approved the replacement of the exercise stations that were included in the FY 2012/13 Budget.		
<b><u>RECOMMENDATION:</u></b>  Staff recommends the following motion:  Approval of a resolution to approve an Encroachment on Easement Agreement with Oncor Electric Delivery Company LLC for the Bedford Trails Harwood Road-Cummings Drive section.		
<b><u>FISCAL IMPACT:</u></b>  N/A	<b><u>ATTACHMENTS:</u></b>  Resolution Encroachment Easement Agreement Exhibits	

**RESOLUTION NO. 13-**

**A RESOLUTION APPROVING AN ENCROACHMENT ON EASEMENT AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY LLC FOR THE BEDFORD TRAILS, HARWOOD ROAD-CUMMINGS DRIVE SECTION.**

**WHEREAS, the City Council of Bedford, Texas wishes to have facilities within Oncor Electric Delivery LLC's Easement; and,**

**WHEREAS, the City Council of Bedford, Texas desires to continue to operate trails in Oncor Electric Delivery LLC's easement.**

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

**SECTION 1. That the City Council does hereby authorize the City Manager to execute an Encroachment on Easement Agreement with Oncor Electric Delivery LLC.**

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

**PASSED AND APPROVED this 12th day of March 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**

## ENCROACHMENT ON EASEMENT

WHEREAS, **Oncor Electric Delivery Company LLC (“Oncor”)**, is the owner of an easement in Tarrant County, Texas, which is recorded in Volume 2852, Page 225, Volume 2844, Page 493, Volume 2844, Page 495 and Volume 2861, Page 300 of the Deed Records of Tarrant County, Texas (**“Easement”**); and

WHEREAS, the **City of Bedford (“Owner”)**, desires permission to construct, operate and maintain access to a Hike and Bike Trail and Stationary Work out equipment (**“Encroaching Facility”**) within the area or boundaries of the Easement (**“Easement Area”**).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Oncor and Owner do hereby agree as follows:

1. **Location of Encroaching Facility.** Owner may locate the Encroaching Facility in the Easement Area, but only as described and shown on the attached drawing marked **Exhibit "A"** and incorporated herein. Owner may not relocate the Encroaching Facility within the Easement Area without the consent and approval of Oncor, which consent and approval shall be at Oncor’s sole discretion. Owner acknowledges and agrees that Oncor holds easement rights on the Easement Area; therefore, Owner shall obtain whatever rights and permission, other than Oncor’s, that are necessary.

2. **Restrictions on Use of Easement Area.** Owner shall use only so much of the Easement Area as may be necessary to construct, maintain and repair the Encroaching Facility. Owner shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said Encroaching Facility. At the conclusion of any construction, Owner shall remove all debris and other materials from the Easement Area and restore the Easement Area to the same condition it was in prior to the commencement of Owner’s construction thereon or in proximity thereto.

Owner shall not place trash dumpsters, toxic substances or flammable material in the Easement Area. Further, if the Easement Area has transmission or distribution facilities located thereon, Owner shall not place upon the Easement Area any improvements, including but not limited to, buildings, light standards, fences (excluding barriers installed around transmission towers, if applicable), shrubs, trees or signs unless approved in advance in writing by Oncor. Additional general construction limitations on encroachments are described and listed in **Exhibit "B"**, attached hereto and by reference made a part hereof.

3. **Maintenance of Encroaching Facility.** Owner, at Owner’s sole expense, shall maintain and operate the Encroaching Facility. Oncor will not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of Owner’s Encroaching Facility.

4. **Risk and Liability.** Owner assumes all risks and liability resulting or arising from or relating to Owner's use, the existing condition or location, or existing state of maintenance, repair or operation of the Easement Area. It is further agreed that Oncor shall not be liable for any damage to the Encroaching Facility as a result of Oncor's use or enjoyment of its Easement. Any Oncor property damaged or destroyed by Owner or its agents, employees, invitees, contractors or subcontractors shall be repaired or replaced by Oncor at Owner's expense and payment is due upon Owner's receipt of an invoice from Oncor.

5. **Indemnification.** To the extent allowable by law, the Owner agrees to defend, indemnify and hold harmless Oncor, its officers, agents and employees from and against any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including attorney's fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, for personal injury (including death), property damage or other harm for which recovery of damages is sought or suffered by any person or persons, including claims based on strict liability, arising out of or in connection with Owner's actions or omissions or the actions or omissions of its officers, agents, associates, employees, contractors or subcontractors or the actions or omissions of any other person entering onto the Easement Area or the Encroaching Facility.

6. **High Voltage Restrictions.** Use of draglines or other boom-type equipment in connection with any work to be performed on the Easement Area by Owner, its employees, agents, invitees, contractors or subcontractors must comply with Chapter 752, Texas Health and Safety Code, the National Electric Safety Code and any other applicable safety or clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment be within fifteen (15) feet of the Oncor power lines situated on the aforesaid property. Owner must notify the **Region Transmission Office at 817-991-5746** 48 hours prior to the beginning of any work on the Easement Area.

7. **Removal by Oncor.** If at any time in the future, the Encroaching Facility, in the sole judgment of Oncor, interferes with Oncor's use or enjoyment of its easement rights, Oncor shall have the right to remove said Encroaching Facility. Oncor shall notify Owner in writing that within 90 days the Encroaching Facility must be removed at Owner's sole cost. If at the end of the 90 day period the Encroaching Facility has not been removed, Oncor may remove it, at Owner's expense. Oncor will not be responsible nor will compensation be paid for damages incurred by such removal, including, but not limited to, damages for loss of use of the Encroaching Facility or business interruption. However, in an emergency, Oncor shall have the right to immediately remove the Encroaching Facility. If the Encroaching Facility is removed, Oncor will not unreasonably withhold consent for Owner to relocate the Encroaching Facility within the Easement Area.

8. **Default and Termination.** It is understood and agreed that, in case of default by Owner or its agents in any of the terms and conditions herein stated and such default continues for a period of ten (10) days after Oncor notifies Owner of such default in writing, Oncor may at its election forthwith terminate this agreement and upon such termination all of Owner's rights hereunder shall cease and come to an end. This agreement shall also terminate upon the abandonment of the Encroaching Facility.

This agreement shall extend to and be binding upon Owner and its successors and assigns, and is not to be interpreted as a waiver of any rights held by Oncor under its Easement.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2013.

**Oncor Electric Delivery Company LLC**

By: \_\_\_\_\_

Jill L. Alvarez

Attorney-In-Fact

**City of Bedford**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS                   §  
   §  
COUNTY OF TARRANT           §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, as the \_\_\_\_\_ of **City of Bedford**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 2013.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS                   §  
   §  
COUNTY OF TARRANT           §

BEFORE ME, the undersigned authority, on this day personally appeared Jill L. Alvarez, as the Attorney-In-Fact of **Oncor Electric Delivery Company LLC**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 2013.

\_\_\_\_\_  
Notary Public in and for the State of Texas

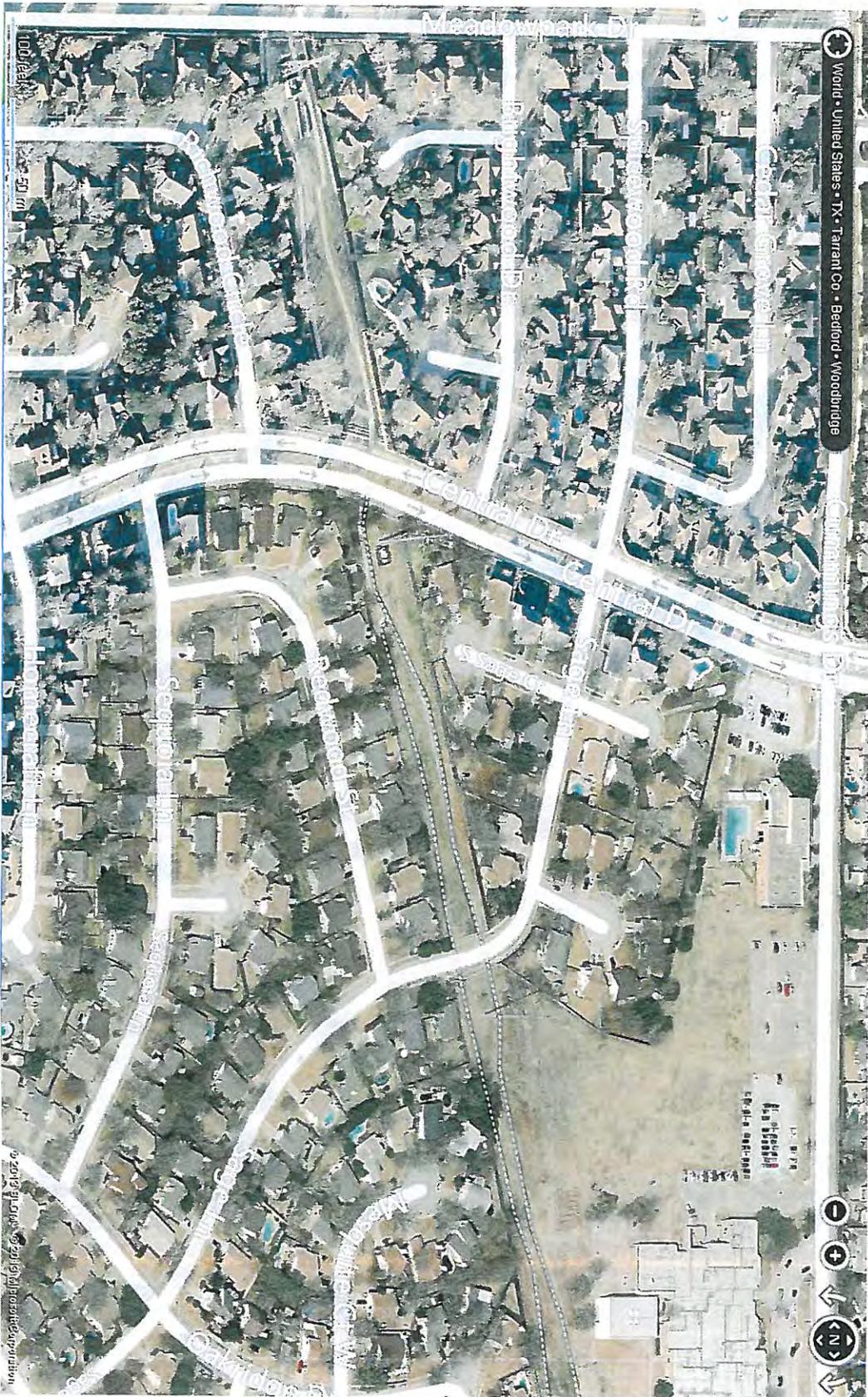
**CONSTRUCTION LIMITATIONS ON**  
**Oncor ELECTRIC DELIVERY COMPANY RIGHT OF WAY**  
**EXHIBIT "B"**

1. You are notified, and should advise your employees, representatives, agents, and contractors, who enter the property that they will be working in the vicinity of high voltage electrical facilities and should take proper precautions, included but not limited to the following stipulations and in compliance, at all times, with Chapter 752, V.T.C.A., Health & Safety Code.
2. Blasting is not to be permitted on Oncor right-of-way or under Oncor lines.
3. Construction on electric transmission line easements acquired by Oncor after January 1,2003 shall comply with the requirements of Public Utility Commission Substantive Rules §25.101, as amended from time to time.
4. Grading will be done in order to leave the right-of-way as near as possible to present condition. Spoil dirt will be removed from the right-of-way and no trash is to be left on right-of-way. Slopes shall be graded so that trucks can go down the right-of-way when required and such that the slopes can be mechanically maintained.
5. Equipment and materials will not be stored on the right-of-way during construction without written approval of the Supervisor of Regional Transmission.
6. Street or road crossings are to be based on drawings submitted. Any change in alignment or elevation will be resubmitted for approval.
7. No signs, lights or guard lights will be permitted on the right-of-way.
8. Equipment shall not be placed within fifteen (15) feet of the power lines.
9. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least sixteen (16) feet in width to allow Oncor access to the right-of-way.

10. No dumpsters will be allowed on Oncor right-of-way or fee owned property.
11. Draglines will not be used under the line or on Oncor right-of-way.
12. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any tower.
13. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way.
14. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.
15. Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, 817-991-5746.
16. No hazardous materials will be stored on the right of way.
17. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. "Hazardous Material Laws" collectively means and includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-330j, and all the regulations, orders, and decrees now or hereafter promulgated thereunder.

18. Brush and cut timber will not be piled or stacked on Oncor right-of-way or will not be burned upon or in close proximity to the conductors or towers.
19. No structures or obstructions, such as buildings, garages, barns, sheds, guard houses, etc., will be permitted on the right-of-way.
20. Landscaping on Oncor right-of-way is permitted when Oncor approves landscaping plans in writing. No lighting or sprinkler systems are allowed on the right-of-way.

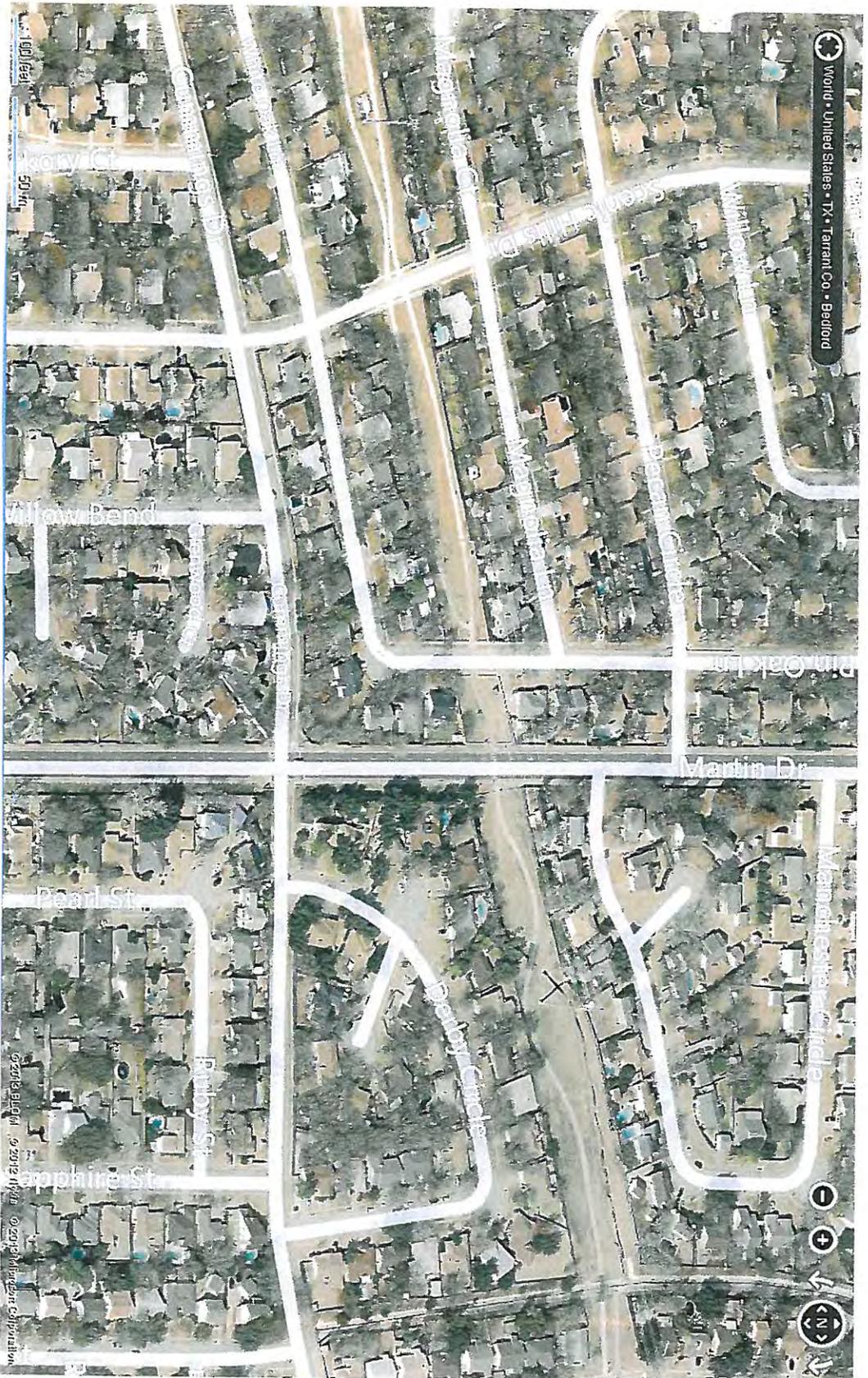
# Exhibit "A"



# Exhibit "A"



# Exhibit "A"





**CONSTRUCTION LIMITATIONS ON**  
**Oncor ELECTRIC DELIVERY COMPANY RIGHT OF WAY**  
**EXHIBIT "B"**

1. You are notified, and should advise your employees, representatives, agents, and contractors, who enter the property that they will be working in the vicinity of high voltage electrical facilities and should take proper precautions, included but not limited to the following stipulations and in compliance, at all times, with Chapter 752, V.T.C.A., Health & Safety Code.
2. Blasting is not to be permitted on Oncor right-of-way or under Oncor lines.
3. Construction on electric transmission line easements acquired by Oncor after January 1,2003 shall comply with the requirements of Public Utility Commission Substantive Rules §25.101, as amended from time to time.
4. Grading will be done in order to leave the right-of-way as near as possible to present condition. Spoil dirt will be removed from the right-of-way and no trash is to be left on right-of-way. Slopes shall be graded so that trucks can go down the right-of-way when required and such that the slopes can be mechanically maintained.
5. Equipment and materials will not be stored on the right-of-way during construction without written approval of the Supervisor of Regional Transmission.
6. Street or road crossings are to be based on drawings submitted. Any change in alignment or elevation will be resubmitted for approval.
7. No signs, lights or guard lights will be permitted on the right-of-way.
8. Equipment shall not be placed within fifteen (15) feet of the power lines.
9. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least sixteen (16) feet in width to allow Oncor access to the right-of-way.

10. No dumpsters will be allowed on Oncor right-of-way or fee owned property.
11. Draglines will not be used under the line or on Oncor right-of-way.
12. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any tower.
13. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way.
14. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.
15. Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, 817-991-5746.
16. No hazardous materials will be stored on the right of way.
17. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. "Hazardous Material Laws" collectively means and includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-330j, and all the regulations, orders, and decrees now or hereafter promulgated thereunder.

18. Brush and cut timber will not be piled or stacked on Oncor right-of-way or will not be burned upon or in close proximity to the conductors or towers.
19. No structures or obstructions, such as buildings, garages, barns, sheds, guard houses, etc., will be permitted on the right-of-way.
20. Landscaping on Oncor right-of-way is permitted when Oncor approves landscaping plans in writing. No lighting or sprinkler systems are allowed on the right-of-way.



# Council Agenda Background

<b><u>PRESENTER:</u></b>	Mirenda McQuagge-Walden, Managing Director of Community Services Ron Roark, Senior Right of Way Agent, Oncor Electric Delivery LLC	<b><u>DATE:</u></b> 03/12/13
<b>Council Mission Area:</b>	Be responsive to the needs of the community.	
<b><u>ITEM:</u></b>	Consider a resolution approving a License Agreement with Oncor Electric Delivery LLC for the Bedford Trails, Harwood Road-Cummings Drive Section.  City Attorney Review: Yes  City Manager Review: _____	
<b><u>DISCUSSION:</u></b>	<p>After the June 26, 2012 Council meeting staff began working with the HEB ISD to amend the Meadowpark Lease Agreement to allow for a dog park. Through these efforts, it was discovered that neither Oncor nor the City of Bedford has any formal or informal documents recognizing the Bedford Trails through the electric transmission line area and that a small portion of land on the northeast side of Meadowpark is not actually owned by the school district but by Oncor. The walking trail known as Bedford Trails runs along land that changes ownership between the City of Bedford and Oncor with a very small piece east of Meadowpark owned by the school district.</p> <p>Oncor requires separate agreements for use or encroachment on land that they own versus areas where the company maintains an easement. In order to formalize portions of the existing Bedford Trails that fall on land owned by Oncor, the City of Bedford must execute a License Agreement.</p> <p>In return for the use of the land, the City of Bedford will continue to maintain the properties owned by Oncor. Oncor has approved the current configuration and structures along the trail and the proposed exercise stations as outlined in the exhibits.</p>	
<b><u>RECOMMENDATION:</u></b>	Staff recommends the following motion:  Approval of a resolution approving a License Agreement with Oncor Electric Delivery LLC for the Bedford Trails, Harwood Road-Cummings Drive Section.	
<b><u>FISCAL IMPACT:</u></b>	<b><u>ATTACHMENTS:</u></b>	
N/A	Resolution License Agreement Exhibits	

**RESOLUTION NO. 13-**

**A RESOLUTION APPROVING A LICENSE AGREEMENT WITH ONCOR ELECTRIC DELIVERY LLC FOR THE BEDFORD TRAILS, HARWOOD ROAD-CUMMINGS DRIVE SECTION.**

**WHEREAS, the City Council of Bedford, Texas wishes to have facilities on Oncor Electric Delivery LLC's property; and,**

**WHEREAS, the City Council of Bedford, Texas desires to continue to operate trails and build a dog park on Oncor Electric Delivery LLC's property.**

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

**SECTION 1. That the City Council does hereby authorize the City Manager to execute a License Agreement with Oncor Electric Delivery LLC.**

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

**PASSED AND APPROVED this 12th day of March 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**

**LICENSE AGREEMENT  
HIKE & BIKE TRAIL  
Re: Bedford Trails, Harwood-Cummings Dr. Section**

This License Agreement (“Agreement”) is made this \_\_\_\_\_ day of February, 2013, (“Effective Date”) by and between **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, (“Oncor”) and the **City of Bedford**, a Texas municipal corporation (“City”).

**RECITALS**

1. Oncor is the owner of the land described in **Exhibit “A”** attached hereto and made a part hereof for all purposes, and referred to hereinafter as the “Property”, upon which Property is located Oncor’s electric transmission and distribution line(s) and associated facilities.
2. City has requested that Oncor make available the Property for City to construct, install, and maintain a hike and bike trail for the general public’s recreational use, subject to the terms of this Agreement, including the Hike and Bike Trail Guidelines attached hereto as **Exhibit “B”** and incorporated herein (the “Trail Guidelines”).

**NOW, THEREFORE**, for the consideration herein provided, it is agreed as follows:

1. License. Oncor hereby grants to City and City hereby accepts from Oncor, a license to use the Property to construct, install, and maintain a public hike and bike trail consisting of an improved surface and related Oncor-approved landscaping, signage, and facilities on the Property for use by the general public for recreational purposes only (“License”), but with the conditions that such hike and bike trail shall be constructed, installed, and maintained in accordance with the Trail Guidelines and in such a manner as not to damage or destroy Oncor’s electric transmission and distribution line(s) and other facilities, and that the recreational use of the Property shall not interfere with the continued operation and maintenance of Oncor’s electric transmission and distribution line(s) and other facilities, as well as Oncor authorized third party facilities.
2. Limitations Of Use. This License is strictly limited to the public hike and bike trail to be constructed, installed, and maintained on the Property and does not extend to the use of any of Oncor’s facilities or Oncor authorized third party facilities located on the Property. A rendering for the existing concrete trail is attached hereto as **Exhibit “C”**. Additional general construction limitations on the Property are described and listed in **Exhibit “D”**, attached hereto and a part hereof for all intent and purpose. Prior to the installation of any landscaping on the hike and bike trail, landscaping plans that comply

with the Landscaping Requirements contained in the Trail Guidelines must be submitted to and approved in writing by Oncor. Engineering plans and landscaping plans may be submitted to Oncor separately, provided, however, that all improvements, fixtures, vegetation or other encroachments of any nature must be approved in writing by Oncor before such improvements, fixtures, vegetation or other encroachments of any nature may be installed on the hike and bike trail.

3. Consideration. In consideration for this License, the sufficiency of which Oncor hereby acknowledges, City (a) has paid to Oncor One Dollar (\$1.00), (b) shall undertake the maintenance and other obligations herein provided, and (c) agrees that City shall not object to or contest any future regulatory filings by Oncor to add to, modify, and/or rebuild its facilities on the basis of the use of the Property as a hike & bike trail or recreation area.

4. Term. The License as to the Property granted by this Agreement is non-exclusive and perpetual commencing on the Effective Date; provided, however, the License may be terminated in whole or in part by Oncor with one hundred and eighty (180) calendar days prior written notice to City of such termination in accordance with the notice provisions of this Agreement if such termination is necessitated by a change in local, state or federal law or regulations applicable to same. Furthermore, in the event that Oncor determines it has an operational need for a portion of the Property to the extent that the hike and bike trail cannot be relocated on that portion of the Property pursuant to Paragraph 8 below, the License may be terminated by Oncor, as to the affected portion of the Property only, by providing the City one hundred and eighty (180) calendar days prior written notice of such partial termination in accordance with the notice provisions of this Agreement. In any case of either a change in state or federal law or regulation or an operational need, Oncor will work in good faith with City to minimize the amount of the hike and bike trail to be relocated and/or the amount of the Property and City's improvements impacted by any termination. Furthermore, in the event Oncor elects to sell to a bona fide unaffiliated third party Property upon which Oncor does not have any facilities, Oncor may do so free from the applicability of this License after having first offered to sell the Property to the City at fair market value. The City shall have thirty (30) calendar days to accept Oncor's offer to sell the Property. If the City does not accept the offer within such 30 day period, the offer shall be deemed rejected. In the event City elects not to purchase the Property so offered by Oncor, prior to closing of Oncor's conveyance of the Property to the third party, City shall execute and deliver to Oncor a partial release from this License of such portion of the Property being sold and the parties shall have no further obligations one to the other under this agreement as to such portion of the Property.

5. Security. City shall be solely responsible for maintaining peace and order and shall prevent any nuisances arising from or connected with its license and use of the Property.

6. Oncor's Access. Oncor and its authorized agents shall have the right to enter the Property at any time for any purpose. It is understood that from time to time entry will be necessary for inspection, maintenance, and work upon Oncor's facilities located upon the Property and, on such occasions, it may be necessary to close all or portions of the hike and bike trail and prohibit the public from using same. This License is not exclusive and Oncor, its employees, agents, representatives, and others whom it may license, may go

upon, make improvements upon and traverse the Property and make changes in the location of or additions to Oncor's facilities located thereon without payment of compensation to City, and without liability for any damage to the hike and bike trail or for any interruption of use of the hike and bike trail.

7. Acceptance Of Premises. City acknowledges that it has fully inspected the Property and accepts the Property in its present condition as suitable for the purpose for which the License is being granted. This License is granted subject to any and all easements, restrictions, covenants, conditions, limitations, and mineral interests filed of record in the Official Real Property Records of Tarrant County, Texas in effect as to the Property. City shall not make or cause to be made any improvements to the Property other than as approved by Oncor in advance, in writing, and then only at the sole cost and expense of City.

8. Relocation. If at any time in the future, any portion of the hike and bike trail, in the sole judgment of Oncor, interferes with the installation, operation maintenance and/or removal of Oncor's electric transmission and distribution line(s) and other facilities, Oncor shall have the right to require City to relocate the offending portion of the hike and bike trail on the Property so as not to interfere with Oncor's electric transmission and distribution line(s) and other facilities. Oncor shall notify City in writing within ninety (90) days if a portion of the hike and bike trail must be relocated at City's sole cost and according to plans approved by Oncor, stating the portion so impacted and the reason for the relocation. If at the end of such ninety (90) day period the portion of the hike and bike trail has not been relocated, Oncor may relocate it, at the City's expense. Oncor will not be responsible nor will compensation be paid for damages incurred by such relocation.

9. Default and Termination. It is understood and agreed that, in case of default by City or its agents in any of the terms and conditions herein stated, including all terms and conditions contained in the attached exhibits, such default continuing for a period of ninety (90) days after Oncor notifies City in writing of such default and the cure action required, Oncor at its election may terminate this Agreement and upon such termination all of City's rights hereunder shall cease and come to an end. This Agreement and the License herein provided shall also terminate upon the abandonment of the hike and bike trail by City.

10. Condition Upon Termination. Upon termination of this Agreement, City shall surrender the Property to Oncor in the same condition as received except for ordinary wear and tear. City may remove such improvements as it desires. By written notice Oncor may require City, upon termination, to remove any improvements made to the Property by City and to restore said portion of the Property to its original condition, at City's expense. All improvements not required by Oncor to be removed or otherwise removed by City shall become Oncor's property at no cost or expense to Oncor. If City fails to remove improvements as required by Oncor, Oncor may remove same and City shall reimburse Oncor 100% of the costs and expenses of having the improvements removed from the Property. City shall have a reasonable right of access to the Property to accomplish said removal and restoration.

11. Assignment And Subletting. The License is personal to City and may not be sold, transferred, assigned or sublet. Any purported transfer or assignment shall be null and void ab initio and of no force or effect. It is the intention of this Agreement not to confer benefits, rights, or privileges on any person or entity other than Oncor and City. This Agreement is binding on the parties' respective successors and assigns and the purchaser(s) of all or any part of the Property, except for property upon which Oncor has no facilities as set forth in Section 4 of this Agreement. City, at its expense, may file a memorandum providing notice of the existence of this Agreement in the real property records of any county in which part of the Property is located. A change in the control or ownership of Oncor shall not give any party the right to terminate this Agreement. Furthermore, in the event of a merger of Oncor with another entity in which Oncor is not the surviving entity, this Agreement shall be binding on the surviving entity of such merger.

12. Boom-Type Equipment. Use of cranes or other boom-type equipment in connection with any work to be performed on the Property by City, its employees, agents representatives, or contractors, or the public generally, must comply with Chapter 752, Texas Health and Safety Code, the National Electrical Safety Code, and any other applicable clearance requirements. Notwithstanding anything to the contrary, in no event shall any equipment be placed within 15 feet of Oncor's power lines situated on the Property. City must notify Oncor 48 hours prior to the use of any boom-type equipment on Oncor's Property. Oncor reserves the right to refuse City permission to use boom-type equipment.

13. Maintenance of Property. City, at its sole cost and expense, at all times during the term of this Agreement, agrees to keep clean and maintain or cause to be kept clean and maintained the entire Property and all improvements which may be placed or erected on the Property by City, in a good state of appearance and repair reasonably satisfactory to Oncor. City specifically acknowledges that its obligations with regard to maintenance of the Property include maintaining the entire width of the Property, and not just the area surrounding City's Hike & Bike Trail. City, at its sole cost and expense, is liable for all costs and expenses incurred by Oncor arising out of any (i) landscaping vegetation encroachments, and/or (ii) trail related park structure encroachments intended for use by the general public, including, without limitation, picnic tables, park benches, water fountains, covered sheds, playground equipment, etc., on the Property not expressly approved or authorized by Oncor, regardless of whether made or installed by City. City shall not allow any third parties or neighborhood / community groups acting under or through the auspices of City to install anything on the Property, or perform any plantings, landscaping or other improvements that are not approved by or part of a landscaping plan approved by Oncor. City shall not be liable for costs and expenses incurred by Oncor arising out of non-vegetation type encroachments on the Property which are not intended for use by the general public such as individual storage buildings, fences, swimming pools, etc. Oncor is not responsible for any damages to or removal of landscaping due to Oncor's patrol, maintenance or construction related activities. In the event that City fails to properly maintain the Property as provided herein, Oncor shall have the right, but not the obligation, to have such maintenance completed, and City agrees to reimburse Oncor an amount equal to 100% of Oncor's costs and expenses for such work. City shall pay such amount to Oncor within forty-five (45) calendar days of receipt of Oncor's invoice.

Notwithstanding any of the foregoing, the parties acknowledge that City has no cleaning, maintenance or repair obligation with respect to Oncor's transmission and distribution electric line(s) and other facilities located on the Property.

14. Indemnity. To the extent allowable by law, City agrees to defend, indemnify and hold harmless Oncor, its officers, agents and employees, from and against any and all claims, demands, causes of action, loss, damages, liabilities, costs and expenses (including attorney's fees and court costs) of any and every kind of character, known or unknown, fixed or contingent, for personal injury (including death), property damage or other harm for which recovery of damages is sought or suffered by any person or persons that may arise out of, or be occasioned by, the negligent act or omission of City, its officers, agents, employees, or separate contractors that may arise out of or be occasioned by the use of the License and/or Property, except that the obligations provided for in this paragraph shall not apply to any liability resulting from the sole negligence of Oncor, its officers, agents, associates, employees or separate contractors, and in the event of joint and concurrent negligence of both Oncor and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with Texas law, without however waiving any defenses or immunities available to the parties.

15. No Waiver Of Limitation Of Liability. By entering into this License Agreement, neither Oncor nor City in any manner waive any right to assert any legal defenses or immunities available to either Oncor or City, including, but not limited to, Chapters 75 and 101 of the Texas Civil Practice and Remedies Code. It is the express intention of Oncor to limit its liability for any injury, death or damage to person or property pursuant to Chapter 75.002, Texas Civil Practice and Remedies Code (Vernon's 1995).

16. Relocation Of Facilities. If, at the request of City, Oncor relocates any of its existing facilities located on the Property in order for City to accomplish its proposed use of the Property, City shall be required to reimburse Oncor for all costs and expenses associated with such relocations. However, Oncor shall not be required by this Agreement to relocate any of its existing facilities, and Oncor may withhold its agreement to do so in its absolute and sole discretion.

17. Notices. All written notices required under this License must be hand delivered or sent by certified mail, return receipt requested, addressed to the proper party at the following address:

**To Oncor:**

**Oncor Electric Delivery Company LLC,**  
a Delaware limited liability company  
Right of Way Office  
115 West 7<sup>th</sup> Street  
Fort Worth, Texas 76102

**To City:**

**City of Bedford**  
City Manager's Office  
2000 Forest Ridge Drive  
Bedford, Texas 76021

18. Texas Law. This Agreement shall be construed under, and in accordance with, the laws of the State of Texas. This Agreement is performable in Tarrant County, Texas and exclusive venue for enforcing same shall be Tarrant County, Texas.

19. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to this Agreement, and duly executed by the parties hereto.

EXECUTED to be effective as of the Effective Date stated above.

**CITY:**

**CITY OF BEDFORD**

Beverly Griffith, City Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ONCOR:**

**ONCOR ELECTRIC DELIVERY COMPANY LLC**

By: \_\_\_\_\_

Jill L. Alvarez

Attorney-in-Fact

350  
WTA

RECORDED 01333

TR 11A-1

copy  
1/15/20

D-2721

#200

WARRANTY DEED

THE STATE OF TEXAS X  
COUNTY OF TARRANT X KNOW ALL MEN BY THESE PRESENTS:

THAT, we, Floye Dunning (formerly Floye Arnold) of Tarrant County, Texas and Republic National Bank of Dallas, Trustee for Joann Humphrey, Leighton Humphrey, Jr. and Deborah Denise Humphrey, acting in its fiduciary capacity and not in its corporate capacity, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Texas Power & Light Company, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Texas Power & Light Company, a corporation, the following described tract of land:

All that certain tract of land in the B.B.B.&C. Railroad Company Survey, Abstract No. 202, Tarrant County, Texas, containing 6.204 acres from Floye Arnold, et vur to the Republic National Bank of Dallas, Trustee, recorded in Volume 3336, Page 663, Deed Records of Tarrant County, Texas, the tract hereby conveyed being described by metes and bounds as follows:

BEGINNING at the Southeast corner of the above referred to 120.0 acre tract of land, said corner being in the North right-of-way line of Harwood Road No. 3011;

THENCE with the South line of said tract and with the North line of Harwood Road No. 3011, North 89° 41' West 100.1 feet to corner;

THENCE North 00° 07' East 47.8 feet and North 2638.79 feet to corner;

THENCE North 72° 48' East 104.68 feet to corner located in the East boundary line of the aforementioned 120.0 acre tract of land;

THENCE with said East boundary line South 2718.1 feet to the place of beginning, being a strip of land 100 feet in width, located as above described and covering an area of 6.204 acres of land.

vol 5383 page 448

As further consideration for the execution and delivery of this Deed, and by accepting the same, Texas Power & Light Company covenants and agrees that the electric transmission line to be installed by it over the above-described property shall include not more than five (5) single steel poles and one (1) steel tower. This limiting provision shall constitute a covenant running with the land for the benefit of grantor, its successors and assigns, but shall not constitute a limitation on Grantee's right to install electric distribution facilities on saidland to serve future development in the area of said land.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Texas Power & Light Company, its successors and assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, and their successors and assigns, to warrant and forever defend all and singular the said premises unto the said Texas Power & Light Company, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED THIS 15 day of Dec, 1972.

*Mrs. Floyd Downing*  
MRS. FLOYD DOWNING

REPUBLIC NATIONAL BANK OF DALLAS, TRUSTEE

By *James A. Carroll*  
TRUST OFFICER

ATTEST:

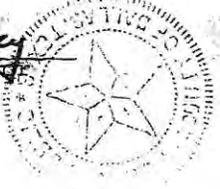
*Loyce J. Heaton*  
CASHIER

THE STATE OF TEXAS X  
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Mrs. Floye Dunning, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15 day of December, 1972.

John W. Finley  
Notary Public in and for  
~~arrant~~ County, Texas  
Dallas



THE STATE OF TEXAS X  
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, on this day personally appeared James H. Correll, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Republic National Bank of Dallas, and that he executed the same as the act of such corporation, in a fiduciary capacity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of December, 1972.

Dorothy J. Harper  
Notary Public in and for  
Dallas County, Texas



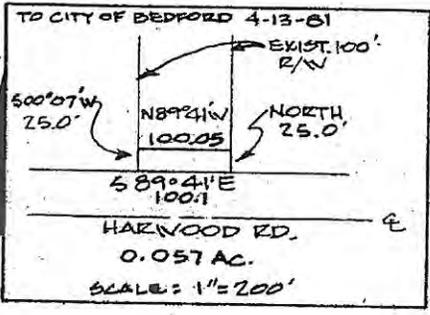
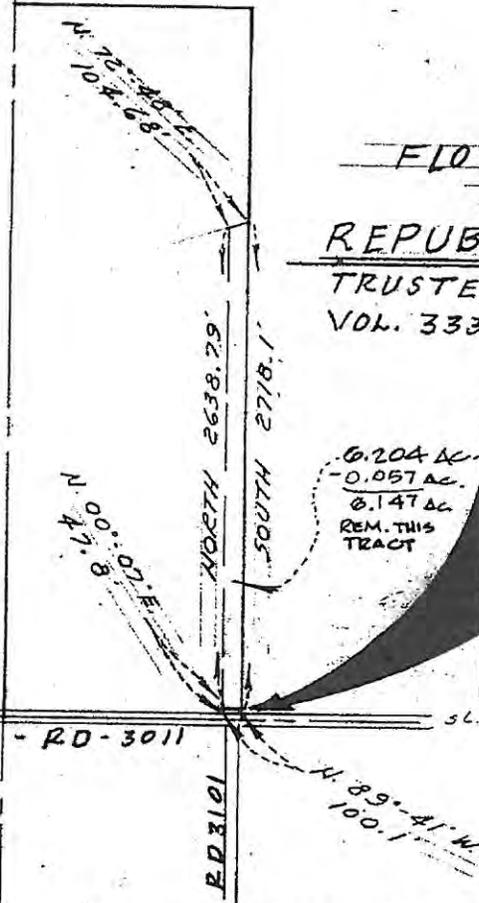
# Exhibit A



B.B.B. & C.R.R. - SUR - A - 202

G. TEETER - SUR - A - 1537

FLOYE ARNOLD, ET VIR  
TO  
REPUBLIC NAT. BANK OF DALLAS  
TRUSTEE FOR JOANN HUMPHREY, ET AL  
VOL. 3336 P-663 (6-11-59)  
120 AC.



HARWOOD - RD - 3011

RD 3101

A. J. WOODSON - SUR - A - 1641

M. A. BARNES  
SUR - A - 94

DEED *Per*  
1-4-73  
63  
12-15-72

11A-1

LIGGETT - SAGINAW  
LOOP TO BEDFORD WOODSON SUB.  
TARRANT COUNTY

KEY  
● = IRON PIN

TREASURY FILE No. D-2721

REF. DWGS.  
ALIGN. MAPS ---

6-29-61	CUTOUT PROP. TO CITY OF BEDFORD	RE		APP
7-27-72	REV. DEED NUMBER	JMY	W	CH
	REVISION	BY	CH	APP
DATE				

TEXAS POWER & LIGHT CO.  
DALLAS

DR. C. W. P.  
CH.  
CORR  
ENGR

APPROVED

ROW PLAT

TA  
54572

SCALE 1" = 1000'

DATE 2-2-71

V.P. - ENGINEERING

Exhibit A

*Herbert W. Thomas*

*Marion C. Smith*

*Shirley W. Thomas*  
*et al*



COUNTY CLERK  
TARRANT COUNTY TEXAS

*[Handwritten signature]*

JAN 24 1973

I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly recorded in the Volume and Page of the DEED RECORDS of Tarrant County Texas as stamped hereon by me.

BY *[Signature]*  
COUNTY CLERK



10 40 AM '73

FILED

5383 PAGE 450 VOL

TEXAS POWER & LIGHT COMPANY  
REAL ESTATE DEPARTMENT  
P O BOX 331  
DALLAS, TEXAS 75222

# **Oncor Hike and Bike Trail Guidelines**

**A sustainable community partnership model.**

**DRAFT**

**Exhibit B**

# Table of Contents

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Guiding Principles .....3  
Application / Process .....4  
Hike and Bike Trail Features.....5  
Landscaping Requirements .....6

## Introduction

In 2011, Oncor announced it will begin to transform pathways under parts of the company's transmission rights-of-way into hike and bike trails as part of the new Oncor Texas Trails program. These trails will help create pathways that will be integral parts of the communities Oncor serves. The Oncor Texas Trails program is also a key part of Oncor's commitment to supporting health and fitness initiatives, as well as a key part of a broader Oncor initiative to align Oncor's assets with community needs.

The Oncor Texas Trails program will allow Oncor to work proactively with the communities we serve to design a template for recreational use of transmission rights-of-way, including native and low maintenance landscape designs.

Oncor hopes that the hike and bike trails will lend themselves to health and fitness oriented events such as community walks, runs, rides and other fitness activities along the trails. These types of events illustrate the importance of living a healthy lifestyle and provide an outlet to community members to practice a healthy lifestyle.

## Guiding Principles

The following guiding principles are primary factors when evaluating proposed Hike and Bike Trail plans:

- Maintaining the safety of the public and Oncor's employees and contractors;
- Promoting a sustainable community partnership model that aligns well with Oncor's philanthropic and community involvement focus on health and wellness;
- Ensuring public awareness and support for hike and bike trail projects including the adjacent landowners;
- Maintaining the reliability and security of Oncor's transmission and distribution lines;
- Preserving Oncor's ability to access facilities for on-going and future inspection, operations and maintenance needs;
- Ensuring the corridor is not constrained in a way to prevent meeting future grid electrical needs, system upgrades, etc.;
- Avoiding increased maintenance expense or liability for Oncor.
- Sustaining and protecting the Licensee's investment in a hike and bike trail.

## Background

Oncor's transmission line rights-of-way (ROW) primary purpose is to provide safe and reliable electric service to the public. The ROW is used by Oncor to construct, operate, and maintain transmission and in some cases distribution facilities. When possible, the use of the ROW for hike and bike trails is a great way for Oncor to partner with cities in our service area. The width of a transmission line ROW depends on the voltage of the line and the height of the structures, but can be 70 to 160 feet wide or more depending on the type of facilities and their location on the ROW.

Transmission lines transfer electricity from generating stations to substations. From these substations, the electricity is distributed to individual homes and communities through distribution lines typically supported by wood poles called distribution poles. These distribution lines and poles are smaller in size, carry a smaller amount of electricity, and are spaced closer together as compared to transmission lines and structures.

Since overhead electric lines are un-insulated, the design of these lines requires that minimum clearances be maintained for safety and reliability. Trees and other plant materials can cause interruptions to electric service if they grow into or fall upon the overhead electric lines. Since 1996, tree and power line conflicts have been implicated as the cause of three large-scale electric grid failures in the US and Canada, including the massive August 14, 2003 blackout that affected 50 million people. As a result, the industry practice of tree-clearing both within and along the edge of ROW has become more stringent.

The development of Hike and Bike Trails and Landscaping Enhancements must be carefully planned and these guidelines have been developed to ensure a sustainable community partnership where transmission line ROW remains in compliance with all clearances, safety regulations, and good engineering practices that pertain to existing and future electric transmission and distribution facilities.

## Application / Process

Each transmission right of way is unique and as such, Oncor reviews each project for approval. These Guidelines and Landscaping Templates are provided as information to minimize misunderstanding and ensure that improvements that are proposed by a community will be possible.

Before developing details plans for a Hike and Bike Trail on Oncor property, the entire proposed scope of the Hike and Bike Trail (including those portions of the proposed trail not impacting Oncor's property) should be submitted to Oncor for review. This preliminary review process is intended to provide project feasibility feedback to the potential Licensee regarding the use of Oncor's property for Hike and Bike Trail purposes before the Licensee makes significant financial investments and plans.

The Hike and Bike Trail project plan documentation requirements are as follows:

- Submit a set of preliminary, scalable plans showing the property lines, transmission and distribution structures, existing facilities (roads, telecom, etc.) and proposed trail location.
- Indicate all proposed grading / elevation modifications.
- If possible, discuss future desired trail improvements if not part of the original plans.

Hike and Bike Trails License Agreements are for use with city or county governments. Oncor will not license a hike and bike trail to other entities such as homeowner's associations.

Hike and Bike Trails are intended for application on typical 138,000 volt or 69,000 volt ROW owned by Oncor. Oncor will review proposed trail locations for appropriate application in the event the property configuration or facility limitations cannot accommodate a Hike and Bike Trail.

The Licensee must conduct an open meeting for all adjacent property owners and the public before the start of a hike and bike trail project to ensure public awareness and support.

Oncor reserves the right to approve or deny Hike and Bike Trails and the trail design or landscaping in certain areas and situations consistent with the Guiding Principles.

## **Hike and Bike Trail Features**

It is important for Oncor to be provided the full scope of a community's proposal for the success of the project and to protect the city's investment in the trail. Following are specific requirements:

### Trail Design Requirements

- One side of the transmission line ROW must remain open throughout the trail to allow Oncor access for maintenance and operations.
- The maximum concrete trail width is 12 FT.
- Divided concrete trails are not allowed.
- Bollards will typically be required at road crossings.
- Trail construction will minimize changes to the existing grade, elevation, and contours within the ROW.
- Written consent is required from Oncor, prior to any excavation or trenching within the ROW.
- Minor changes will be permitted to comply with American with Disabilities Act.

### Amenities

The following commonly requested hike and bike trail amenities are generally acceptable with some restrictions:

- Crossing Metal Fences - maximum height 8 feet, crossing angle at 45 to 90 degrees to the centerline of the ROW.

- Trash Receptacles - at road/street crossings.
- Trail Identification Signage - non-conductive materials only, trail name identification at the road/street crossing, maximum height 6 feet.
- Mile Marker Signage - non-conductive materials only, one per mile, edge of ROW, maximum height 6 feet.
- Rest Areas - located adjacent to publically available road/street access.
- Pedestrian Benches - maximum length 6 feet, located adjacent to publically available road/street access.
- Low Water Crossings - permitted with minimum grade/elevation change.
- Decorative Walls – incorporated within landscaping features, maximum height 6 feet.
- Sprinklers – low pressure drip irrigation only and in areas of approved landscaping vegetation only.
- Portable Restrooms - temporary for events and construction only.

### Restrictions

Consistent with the Guiding Principles, the following improvements are typically not compatible with transmission ROW, but can be incorporated into the overall hike and bike trail design outside the transmission ROW and not on Oncor property:

- Structures (e.g. pavilions, cabanas, playground equipment, storage buildings, etc.)
- Longitudinal Fences (conductive or non-conductive)
- Electrical lighting or wiring
- Dumpsters
- Parking Lots
- Ponds
- Bridges

## **Landscaping Requirements**

Vegetation density and height are critical issues affecting the safe and reliable operation of Oncor transmission lines. Landscaping requirements attempt to provide basic guidelines for a space that allows compatible use of vegetation and visually attractive landscaping features with the use of Oncor's electric facilities in accordance with the Guiding Principles.

Before any new transmission line ROW landscaping plan for a Hike and Bike Trail or Landscaping Enhancement is approved, Oncor will work with the licensee to identify all existing vegetation incompatible with these Landscape Requirements and determine the plan for removal. Once a new landscaping design is approved by Oncor, the improvements may be installed and are maintained by the Licensee.

The license agreement for the hike and bike trail requires the Licensee maintain the entire length and width of the transmission line ROW covered under the license agreement - not just the areas within and immediately adjacent to the trail.

### Landscape Features

Features that promote visual interest such as rocks, planting beds, berms, etc. are often desirable features in a landscape plan. Oncor will review and if appropriate approve these features for potential clearance and access issues, consistent with the Guiding Principles.

For the purposes of landscape design requirements, a Landscape Template is provided to communicate where landscape features are generally acceptable and offer the least interference with ROW access and clearance with electric facilities. The template describes three general areas:

- Grass only areas, including a 25 foot space surrounding a transmission structure, 10 foot surrounding a distribution pole and the middle 40% of the ROW between transmission structures, including the wire zone plus 10 feet on either side.
- Grass and shrub only areas, typically parallel to a distribution line (if applicable).
- Grass, shrub and visual interest features areas located within the remainder of the ROW.

The density of vegetation (all types) for all zones should not exceed 25% of the total space available by landscape area per span. There should be no plantings, stands, or beds that cover the entire length or width of any zone so as to form a barrier to visibility or travel by foot or by vehicle from one Zone to the next or one span to the next. Adequate breaks or spacing between beds or stands should exist to provide for foot and vehicle travel through these Zones.

Following are the minimum spacing requirements for certain types of plant material:

Shrubs-Minimum 15 ft spacing

Ground cover/Flowers/Bunch Grass – typically limited to planting beds

### Grade

The existing ROW should be sufficiently graded to provide good drainage and avoid standing water. Care should be taken during trail construction to avoid any changes in the grade within the transmission line ROW, thus preventing any drainage issues or concerns from adjacent landowners.

### Plant Material List

All plant material that will be installed will be noted on the trail landscaping plans at the exact location where it will be planted. The specific species and variety of all plant material must be listed on the plans.

The following Recommended Plant Material List is intended as a guide and does not guarantee that the plants listed will not exceed the maximum height under certain conditions. Licensee will be responsible ensuring that the maximum allowable height of plant material is not exceeded at any time. If, upon inspection by an Oncor representative, plant material is found that exceeds the maximum height allowed for the Zone where it is planted, Oncor representatives will mark (Tag) the plant material for removal by Licensee. Replacement of the plant material will be at the sole cost of the Licensee. If Licensee fails to remove the plant material that has been tagged by Oncor as non-compliant, Oncor reserves the right to remove the plant material and Oncor's discretion after 30 days written notice to Licensee.

Vegetation height at maturity must not exceed 5 feet. The following list of ornamental plants generally meets these requirements. No trees will be approved as part of a landscape design on transmission ROW.

American Beautyberry-*Callicarpa americana*  
Apache Plume-*Fallugia pardoza*  
Bat Face Cuphea-*Cuphea llavea*  
Bridal Wreath Spirea -*Spiraea cantoniensis ??*  
Bridal Wreath Pirea-*Pirea patens??*  
Butterflybush (blackbush)-*Buddleia cacidii var black Knight/Bonnie*  
Coralberry-*Symphoricarpos orbiculatus*  
Cliff Spirea-*Holodiscus dumosus*  
Creosotebush-*Larrea tridentate*  
Fern Acacia-*Acacia angustissima*  
Firebush-*Hamelia patens*  
Flame of the Woods-*Ixora coccinea*  
Golden Currant-*Ribes aureum*  
Oak leaf Hydrangea-*Hydrangea quercifolia*  
Primrose Jasmine-*Jasminum mesnyi*  
Rabbitbrush-*Chysothamnus nauseosus*  
Rockspray Cotoneaster -*Cotoneaster horizontalis*  
Shrubby Cinquefoil-*Potentilla jruiticos*  
Texas Sage -*Leucophyllum virginicus*  
Three Leaf Sumac-*Rhus trilonata*  
Winter Honeysuckle Bush-*Lonicera jragrantissima*  
Yellow Bird of Paradise-*Caesalpinia gilliesii*

INSERT LANDSCAPE TEMPLATE DRAWING HERE



**CONSTRUCTION LIMITATIONS ON**  
**Oncor ELECTRIC DELIVERY COMPANY RIGHT OF WAY**  
**EXHIBIT "D"**

1. You are notified, and should advise your employees, representatives, agents, and contractors, who enter the property that they will be working in the vicinity of high voltage electrical facilities and should take proper precautions, included but not limited to the following stipulations and in compliance, at all times, with Chapter 752, V.T.C.A., Health & Safety Code.
2. Blasting is not to be permitted on Oncor right-of-way or under Oncor lines.
3. Construction on electric transmission line easements acquired by Oncor after January 1,2003 shall comply with the requirements of Public Utility Commission Substantive Rules §25.101, as amended from time to time.
4. No crossing less than 45 degrees to the centerline of the right-of-way.
5. Grading will be done in order to leave the right-of-way as near as possible to present condition. Spoil dirt will be removed from the right-of-way and no trash is to be left on right-of-way. Slopes shall be graded so that trucks can go down the right-of-way when required and such that the slopes can be mechanically maintained.
6. Equipment and materials will not be stored on the right-of-way during construction without written approval of the Supervisor of Regional Transmission.
7. Street or road crossings are to be based on drawings submitted. Any change in alignment or elevation will be resubmitted for approval.
8. No signs, lights or guard lights will be permitted on the right-of-way.
9. Equipment shall not be placed within fifteen (15) feet of the power lines.
10. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least

sixteen (16) feet in width to allow Oncor access to the right-of-way.

11. No dumpsters will be allowed on Oncor right-of-way or fee owned property.
12. Draglines will not be used under the line or on Oncor right-of-way.
13. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any tower.
14. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way.
15. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.
16. Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, **817-991-5746**.
17. No hazardous materials will be stored on the right of way.
18. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. "Hazardous Material Laws" collectively means and includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C.

§§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-330j, and all the regulations, orders, and decrees now or hereafter promulgated thereunder.

19. Brush and cut timber will not be piled or stacked on Oncor right-of-way or will not be burned upon or in close proximity to the conductors or towers.
20. No structures or obstructions, such as buildings, garages, barns, sheds, guard houses, etc., will be permitted on the right-of-way.
21. Landscaping on Oncor right-of-way is permitted when Oncor approves landscaping plans in writing. No lighting or sprinkler systems are allowed on the right-of-way.
22. No park or park designation will be permitted on the right-of-way.
23. Protective Barrier; Grantee, at Grantee's sole expense, shall provide one of the following protective barriers; **1)** a concrete protective barrier between the surface and the pipe that is a minimum of one foot thick by one foot wide, if pipe is wider than one foot, then width of pipe, with the top of the concrete barrier to be at least one foot below the surface or final grade, **2)** construct the gas pipeline inside of a proper protective steel casing, **3)** where electric facilities are located above ground, install the pipeline a minimum of 10 feet below the ground surface, or **4)** where electric facilities are located below ground, install the pipeline at a depth that provides for a minimum of a 10 foot clearance between the pipeline and the underground electric facilities.



# Council Agenda Background

<b><u>PRESENTER:</u></b>	Mirenda McQuagge-Walden, Managing Director of Community Services Ron Roark, Senior Right of Way Agent, Oncor Electric Delivery LLC	<b><u>DATE:</u></b> 03/12/13
<b>Council Mission Area:</b> Be responsive to the needs of the community.		
<b><u>ITEM:</u></b>  Consider a resolution approving a License Agreement with Oncor Electric Delivery LLC for the Bedford Dog Park.  City Attorney Review: Yes  City Manager Review: _____		
<b><u>DISCUSSION:</u></b>  After the June 26, 2012 Council meeting staff began working with the HEB ISD to amend the Meadowpark Lease Agreement to allow for a dog park. Through these efforts, it was discovered that neither Oncor nor the City of Bedford has any formal or informal documents recognizing the Bedford Trails through the electric transmission line area and that a small portion of land on the northeast side of Meadowpark is not actually owned by the school district but by Oncor. The walking trail known as Bedford Trails runs along land that changes ownership between the City of Bedford and Oncor with a very small piece east of Meadowpark owned by the school district.  Due to the special nature of the dog park as a use rather than the more common placement of trails along property owned by Oncor, a separate license agreement is proposed.  In return for the use of the land, the City of Bedford will continue to maintain the properties owned by Oncor. Oncor has approved the proposed dog park configuration.		
<b><u>RECOMMENDATION:</u></b>  Staff recommends the following motion:  Approval of a resolution approving a License Agreement with Oncor Electric Delivery LLC for the Bedford Dog Park.		
<b><u>FISCAL IMPACT:</u></b>  N/A	<b><u>ATTACHMENTS:</u></b>  Resolution License Agreement Exhibits	

**RESOLUTION NO. 13-**

**A RESOLUTION APPROVING A LICENSE AGREEMENT WITH ONCOR ELECTRIC DELIVERY LLC FOR THE BEDFORD DOG PARK.**

**WHEREAS, the City Council of Bedford, Texas wishes to have facilities on Oncor Electric Delivery LLC's property; and,**

**WHEREAS, the City Council desires to continue to operate trails and build a dog park on Oncor Electric Delivery LLC's property.**

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

**SECTION 1. That the City Council does hereby authorize the City Manager to execute a License Agreement with Oncor Electric Delivery LLC.**

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

**PASSED AND APPROVED this 12th day of March 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**

## **LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("Agreement"), dated as of \_\_\_\_\_, 2013 (the "Agreement Date"), between Oncor Electric Delivery Company LLC, a Delaware limited liability company ("Licensor") and The City of Bedford, a Texas Municipal Corporation ("Licensee") (Licensor and Licensee may hereinafter be referred to individually as a "Party" and collectively as the "Parties"), recites and provides:

### **RECITALS:**

A. Licensor owns a certain tract of real property consisting of 1.6 acres, more or less, in Tarrant County, Texas (the "Licensor's Property"), which property is more particularly described in a deed dated May 11, 1955, a copy of which is attached hereto as Exhibit A and incorporated herein.

B. Licensee owns a certain tract or parcel of real property immediately adjacent to and to the north and south of Licensor's Property.

C. Licensee desires to use that portion of Licensor's Property for a fenced Dog Park. (As Shown in Exhibit "B").

### **AGREEMENT:**

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Revocable License. Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a revocable license to use the Licensed Property for a Dog Park as of the Agreement Date (the "License").

2. Term; Termination of License. This Agreement may be terminated and the License revoked at any time in the sole discretion of Licensor after sixty (60) calendar days prior written notice to Licensee. Upon revocation or termination of the License, Licensee will immediately vacate and cease to use the Licensed Property.

3. License Fee. Licensee shall pay Licensor the amount of \$0.

4. Maintenance. Licensee is responsible for maintenance and repair of the entire Licensed Property. Licensor shall have no obligation to maintain or repair the Licensed Property. In the event that Licensee's failure to properly maintain the Licensed Property results in a lien being filed against the Licensed Property, in addition to reimbursing Licensor for payment of the lien amount, Licensee shall pay to Licensor the

amount of [\$500.00] for its costs and expenses associated with obtaining the release of each such lien.

5. Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective Parties hereto and their successors, assigns, heirs and representatives. Notwithstanding the preceding sentence, Licensee shall not have the right to assign this Agreement without the prior written consent of Licensor, which consent may be withheld for any reason in Licensor's sole and absolute discretion. The permission given in this Agreement is personal to Licensee, and is for the sole use of Licensee and Licensee's invitees or guests. Any purported assignment of this Agreement by Licensee without the prior written consent of Licensor shall be null and void ab initio.

6. No Relationship Other than Licensor and Licensee. Nothing contained in this Agreement shall create or be construed to create any relationship between the Parties except that of licensor and licensee.

7. Liability Insurance. During the term of this Agreement, Licensee shall maintain commercial general liability insurance, at Licensee's sole expense, insuring Licensee against liability assumed by Licensee hereunder and insuring Licensee and Licensor against liability arising out of or in any way incident to the ownership, use, occupancy or maintenance of the Licensed Property. Such policy or policies shall also provide that the policy is primary and shall apply without regard to other policies separately carried by Licensee or Licensor. The initial amount of required insurance shall be at least \$2,000,000 combined single limit for personal injury, bodily injury including death and property damage and shall be subject to periodic increase based upon inflation, recommendation of professional insurance advisors, and other relevant factors. Licensor shall give Licensee ninety calendar days notice of any change in insurance requirements. Licensee shall promptly obtain and provide proof of such required insurance.

9. Indemnification. Licensee, to the extent allowable by law, agrees to defend, indemnify and hold harmless Licensor, its officers, agents and employees, from and against any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, for personal injury (including death), property damage or other harm for which recovery of damages is sought or suffered by any person or persons that may arise out of, or be occasioned by, the negligence, misconduct or omission of Licensee, its officers, agents, associates, employees, contractors, subcontractors, subconsultants, or any other person entering onto the Licensed Property, except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of Licensor, its officers, agents, or employees or separate contractors, and in the event of joint and concurrent negligence of both Parties, responsibility and indemnity, if any, shall be apportioned comparatively.

10. Compliance with Law. Licensee shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with the Licensed Property because of Licensee's use thereof.

Licensee shall also comply with all laws and regulations pertaining to hazardous waste, hazardous materials and the environment.

11. Licensor's Access. Licensor and its employees, authorized agents and representatives shall have the right to enter the Licensed Property at any time for any purpose, it being understood that from time to time entry will be necessary for general inspections of Licensor's facilities. This License is nonexclusive, and Licensor, its employees, agents, representatives, and others whom it may license, may go upon, make improvements upon, use and traverse the above described Licensed Property and make changes in the location of or additions to Licensor's transmission and distribution facilities located thereon without payment of compensation to Licensee and without liability for any damage or interruption resulting to Licensee of its activities or business. Licensee shall not take any actions or make any improvements that in any way interfere with Licensor's access to the Licensed Property.

12. Acceptance of Licensed Property; Improvements. Licensee acknowledges that it has fully inspected the Licensed Property and accepts the Licensed Property in its present condition as suitable for the purposes for which it is licensed. Licensee shall not make or cause to be made any improvements to the Licensed Property, including but not limited to any buildings, parking areas, light standards, fences, shrubs, trees or signs, except as approved in writing by Licensor and then only at the sole cost and expense of Licensee. If at any time, any improvements made by Licensee, in the sole judgment of Licensor, interfere with Licensor's use or enjoyment of the Licensed Property, Licensor shall have the right to remove said improvements. Licensor shall notify Licensee in writing that within ninety calendar days the improvements must be removed at Licensee's sole cost. If at the end of such ninety day period the improvements have not been removed, Licensor may remove them, at Licensee's sole expense. Licensor will not be responsible nor will compensation be paid for damages incurred by such removal, including, but not limited to, damages for loss of use of the improvements or business interruption. However, in an emergency, Licensor shall have the right to immediately remove the improvements. If the improvements are removed, Licensor will not unreasonably withhold consent for Licensee to relocate the improvements within the Licensed Property.

13. Condition Upon Termination. Upon termination of this Agreement, Licensee shall surrender the Licensed Property to Licensor in the same condition as received except for ordinary wear and tear. In addition, Licensor may require Licensee to remove any improvements made to the Licensed Property by Licensee prior to the termination of this Agreement and to restore the Licensed Property to its original condition, at Licensee's expense. All improvements not removed at Licensor's request, shall become Licensor's property at no cost or expense to Licensor.

14. Boom-Type Equipment. Use of draglines or other boom-type equipment in connection with any work to be performed on the Licensed Property by Licensee, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical Safety Code and any other clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment be within fifteen feet of Licensor's power lines situated on or near the Licensed Property. Licensee must give notice to Licensor at least three business days prior to the use of any boom-type equipment on the Licensed Property. Licensor reserves the right to refuse Licensee permission to use boom type equipment.

15. No Liens on Licensed Property. During any period of construction and at all times while this Agreement is in effect, Licensee shall take whatever steps are necessary to prevent any liens, including but not limited to mechanics liens and materialmen's liens, from attaching to the Licensed Property. Licensee shall immediately pay such sums as may be necessary to dispatch liens and encumbrances filed with respect to all or any portion of the Licensed Property resulting from the construction, maintenance or presence of any of Licensee's improvements, or Licensee's failure to provide general upkeep on the Licensed Property.

16. Default. It is understood and agreed that, if Licensee shall default in any of the terms and conditions herein stated and such default continues for a period of ten calendar days after Licensor notifies Licensee of such default, Licensor may, but is not obligated to (a) take any actions necessary to remedy Licensee's default, upon which Licensor may apply the Security Deposit to any costs and expenses incurred by Licensor, and/or (b) terminate this Agreement and upon such termination all rights, but not the obligations, of Licensee hereunder shall cease and come to an end. If Licensor decides to terminate this Agreement pursuant to this Paragraph 15, there shall be no prorata refund to Licensee of a portion of the License Fee for the then current year.

17. Prior Agreements. This Agreement constitutes the sole and only agreement of the Parties with regard to the Licensed Property and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter of this Agreement.

18. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to this Agreement, and duly executed by the Parties.

19. Applicable Law. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS. THE PARTIES MUTUALLY CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS IN DALLAS COUNTY, TEXAS AND AGREE THAT ANY ACTION, SUIT OR PROCEEDING CONCERNING, RELATED TO OR ARISING OUT OF THIS AGREEMENT AND THE NEGOTIATION OF THIS AGREEMENT WILL BE BROUGHT ONLY IN A FEDERAL OR STATE COURT IN DALLAS COUNTY, TEXAS AND THE PARTIES AGREE THAT THEY WILL NOT RAISE ANY DEFENSE OR OBJECTION OR FILE ANY MOTION BASED ON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, INCONVENIENCE OF THE FORUM OR THE LIKE IN ANY CASE FILED IN A FEDERAL OR STATE COURT IN DALLAS COUNTY, TEXAS.

20. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that all signatures appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

21. Notices. All notices shall be in writing and sent by hand delivery, overnight delivery service or certified or registered mail, to the following addresses:

If to Licensor: Oncor Electric Delivery Company LLC  
Right of Way Office  
115 W. 7<sup>th</sup> Street  
Suite 505  
Fort Worth, Texas 76102

If to Licensee: City of Bedford  
City Manager's Office  
2000 Forest Ridge Drive  
Bedford, TX 76021

Notices shall be deemed received (i) immediately upon hand delivery (ii) the next business day after depositing with an overnight delivery service, or (iii) two business days after depositing with the United States Postal Service if given by certified or registered mail, postage prepaid. Either Party may change its address by notifying the other Party in the manner described above.

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the Agreement Date set forth above.

LICENSEE:

**City of Bedford**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LICENSOR:

**ONCOR ELECTRIC DELIVERY COMPANY LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS                   §  
   §  
COUNTY OF TARRANT         §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, as the \_\_\_\_\_ of City of Bedford, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 2013.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS                   §  
   §  
COUNTY OF TARRANT         §

BEFORE ME, the undersigned authority, on this day personally appeared Jill L. Alvarez the Attorney-In-Fact of **Oncor Electric Delivery Company LLC**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 2013.

\_\_\_\_\_  
Notary Public in and for the State of Texas

THE STATE OF TEXAS,  
County of Denton

Exhibit A

KNOW ALL MEN BY THESE PRESENTS:

That J. W. Stuart and wife, Addie Stuart

hereinafter, whether one or more, designated for convenience as the masculine singular noun "Grantor", of Denton County, Texas, for and in consideration of One Hundred-twelve and 50/100 Dollars

(\$112.50) to me in hand paid by TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Company, an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including towers, H-Frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located by the said Company, over, across and upon the following described lands located in Denton County, Texas, to-wit:

BETING a description of the Texas Power & Light Company's Norwood-Denton-Bowie (1951 Relocation), as now surveyed and located across the property of J. W. STUART, said property being a part of the S.A. VENTORS survey, Denton County, Texas.

BEGINNING at survey station 1531 plus 50, same being a point in a property line running in a northerly and southerly direction, dividing the property of J. W. Stuart and J. T. and M. M. Stuart, said point being 1154 feet, more or less, south of J. W. Stuart's northwest property corner.

THENCE northeasterly 2323 feet, more or less, to survey station 1554 plus 73, same being a point in a property line running in an easterly and westerly direction, dividing the property of J. W. Stuart and Jack Stuart, said point being 731 feet, more or less, west of a point where said property line intersects the west line of a county road.

Grantor recognizes that the general course of said line, as above described, upon the above described lands, is based upon preliminary surveys only, and that when constructed it may vary to some extent from said course, and Grantor hereby agrees that the easement hereby granted shall apply to the actual location of said line when constructed.

Together with the right of ingress and egress over my adjacent lands to or from said right of way, for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and removing said line and appurtenances; the right to relocate said line in the same relative position to any adjacent road if and as widened in the future; the right to trim or cut down trees or shrubbery to the extent, in the sole judgment of the Company, necessary to prevent possible interference with the operation of said line or to remove possible hazard thereto, and the right to remove, or prevent the construction of, for a distance of 80 feet on each side of the actual center of said line, any or all buildings, structures or other obstructions which, in the sole judgment of the Company, may endanger or interfere with the efficiency, safety, and/or convenient operation of said line and its appurtenances. If such buildings, structures, or other obstructions are constructed by Grantor within the 100 foot space above described, without prior written consent of Company, then Company shall have the right to remove same from such space and Grantor agrees to pay to Company the reasonable cost of such removal. This agreement, together with the other provisions of this grant, shall constitute a covenant running with the land for the benefit of Company, its successors and assigns.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

Not more than no towers, 4 H-Frames, 1 poles and no guys, shall be erected along the course of said lines until the said Company, its successors or assigns, shall pay to me, my heirs or legal representatives, at the rate of Twenty-five and No/100 Dollars (\$25.00) for each tower, H-Frame, pole and guy erected in excess of said number, and upon such payment the said Company, its successors or assigns, shall have the right and the right is hereby granted, to erect towers, H-Frames, poles and guys along said course in excess of said number.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all an singular the above described easement and rights unto the said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS Our hand this 31st day of July, 1951.  
Sealed and delivered in the presence of:

J. B. Bailey

J. W. Stuart  
Addie Stuart



Exhibit A

THE STATE OF TEXAS,

County of Denton

BEFORE ME, D L Moore, a Notary Public in and for

Denton County, Texas, on this day personally appeared

J. W. Stuart

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of August

A. D. 1951

D L Moore

D L Moore

Notary Public Denton County, Texas.

373 - 218

STATE OF TEXAS,  
Denton County,  
I, A. J. Barnett  
County Clerk and for said County, hereby certify  
that the within Conveyance was filed in my office  
for record on the 15 day of Aug, 1951  
at 2 o'clock P. M., and duly recorded by me on  
the 15 day of Aug, 1951  
in Book 373 Records of Deeds of said  
County at page 218  
Given under my hand and seal of office the day  
and year last above written. FILED  
County Clerk Denton, Texas.  
By Bess Lynck Deputy.

Texas Power & Light Company

TO

FROM

J. W. Stuart

FILE  
E-91867  
AUG 15 1951

RECORDED  
Easement and  
Right of Way  
60-4-5601-348  
The State of Texas  
Denton Co., Texas  
Rec'd 5:00  
Filed 7:00

Moore - Denton - Bone

THE STATE OF TEXAS,

County of Denton

BEFORE ME, D L Moore, a Notary Public in and for

Denton County, Texas, on this day personally appeared Addie Stuart

J. W. Stuart

wife of J. W. Stuart, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Addie Stuart, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of August

A. D. 1951

D L Moore

D L Moore

Notary Public Denton County, Texas.

THE STATE OF TEXAS,

CERTIFICATE OF RECORD

THE STATE OF TEXAS  
COUNTY OF DENTON

I, A. J. BARNETT, Clerk of the County Court in and for said

county, do hereby certify that the foregoing instrument of writing, with its certificate of authentication was filed for record the 15 day of Aug, A. D., 1951, at 2:00 o'clock P. M., and duly recorded the 10 day of Oct, A. D., 1951, at 10:40 o'clock A. M., in Volume 373 Page 218 of the Deed Records of Denton County, Texas.

Witness my hand and seal of office at Denton, Texas, the day and year last above written.

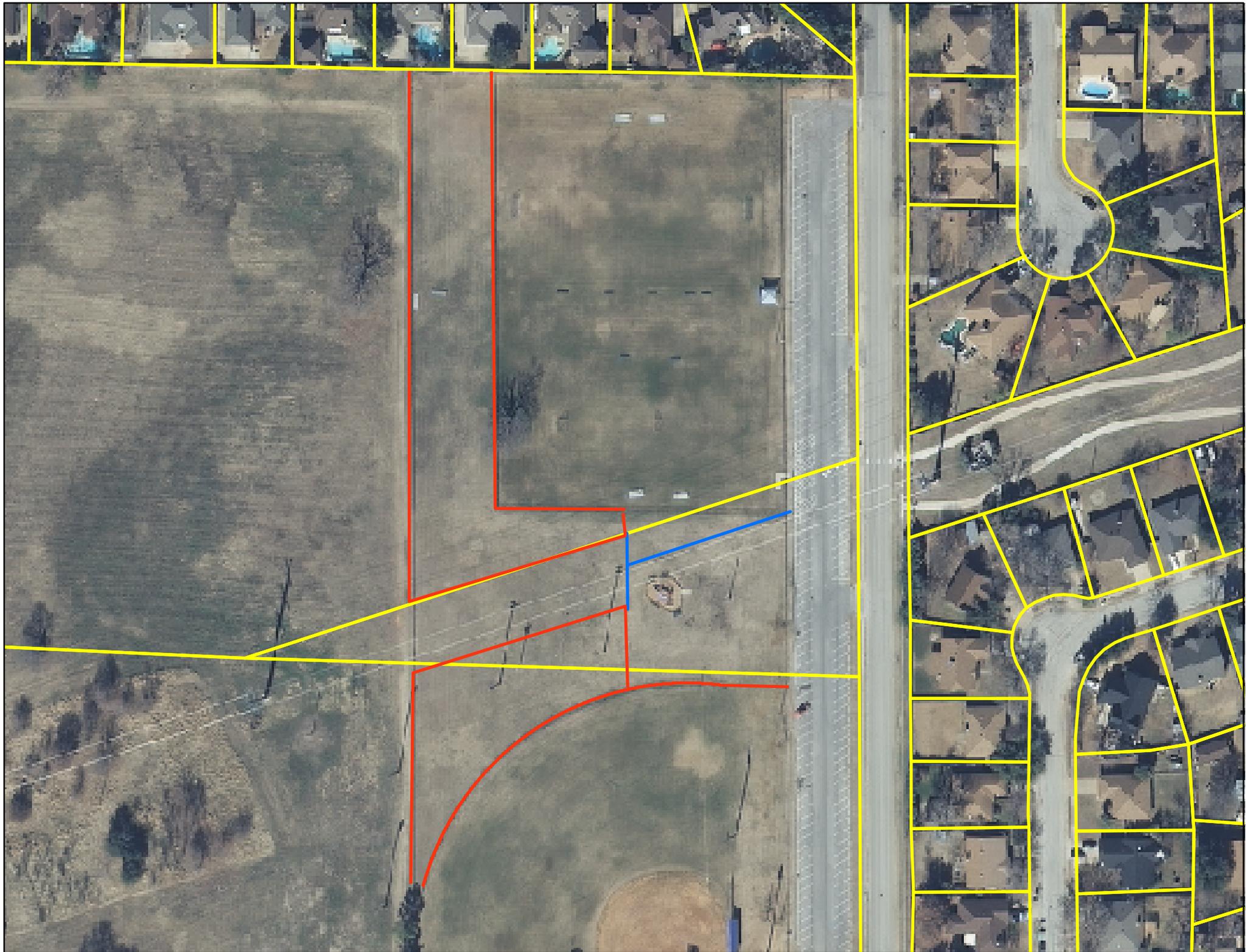
By Bess Lynck Deputy Clerk of the County Court, Denton Co., Texas

A. J. BARNETT

Notary Public in and for

own to me to be the per-  
l the same as the act and  
and for the purposes and

County, Texas.





# Council Agenda Background

**PRESENTER:** Don Henderson, Parks Superintendent

**DATE:** 03/12/13

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

**ITEM:**

Consider a resolution authorizing the City Manager to purchase a trail wellness system in the amount of \$36,057.64 through the Buy Board Cooperative Purchasing Program.

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

On September 11, 2012, the City Council passed an ordinance adopting the FY 2012/13 Budget. Funds in the amount of \$55,000 were allocated within the General Fund budget for the purchase of replacement exercise stations on the Bedford Trails.

In the early 1980s, exercise stations were installed along the length of the Bedford Trails. The original exercise stations were constructed of wood with some galvanized metal parts. Over the past several decades, the wood of these structures has broken down due to exposure to the elements and only one station remains on the trail. This system consists of seven different stations, each one containing three exercise activities and totaling 21 different exercises. All of the new stations will be made of metal. Six out of the 21 different exercise stations are wheel chair accessible. The proposed system includes a lifetime warranty on all steel post and hardware, a 10 year warranty on welds, grab bars, seat post and instruction panels and a five year warranty on all moving parts. Each of the seven stations will be installed on a concrete pad. The remaining funds from the \$55,000 will cover the cost of the concrete and related installation.

The proposed exercise stations and their locations have been approved by Oncor and are included in their agreements.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a trail wellness system in the amount of \$36,057.64 through the Buy Board Cooperative Purchasing Program.

**FISCAL IMPACT:**

\$36,057.64 in the General Fund Park Division Budget.

**ATTACHMENTS:**

Resolution  
Locations for the exercise stations  
Equipment Photo

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A TRAIL WELLNESS SYSTEM IN THE AMOUNT OF \$36,057.64 THROUGH THE BUY BOARD COOPERATIVE PURCHASING PROGRAM.

WHEREAS, the City Council of Bedford, Texas determines the necessity, to maintain and update the Bedford Trail to be a safe and clean environment for the citizens of Bedford

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

SECTION 1. That the City Manager is authorized to purchase exercise stations for the Bedford Trails in the amount of \$36,057.64 through the Buy Board Cooperative Purchasing Program.

SECTION 2. That funding in the amount of \$55,000 has been included in the FY 2012/13 General Fund budget.

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

PASSED AND APPROVED this 12th day of March 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







# Council Agenda Background

**PRESENTER:** Michael Wells, City Secretary

**DATE:** 03/12/13

**Council Mission Area:** Encourage citizen involvement.

**ITEM:**

Consider a resolution naming the Fort Worth Star-Telegram the official newspaper of the City of Bedford and entering into an advertising contract with the Fort Worth Star-Telegram for the term of one year.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

Section 52.004 of the Texas Local Government Code (LGC) requires that as soon as practicable after the beginning of each year, that the governing body of the municipality contract with a public newspaper to be the municipality's official newspaper. To serve as an official newspaper, the newspaper must be published at least once a week, devote no less than 25% of its total column lineage to general interest items, be entered as second class postal matter in the county it is published and have been published regularly and continuously for at least 12 months before publication of a notice. This provision of the LGC is specific to "general law" cities and it is unclear whether a home-rule city (i.e. one that has adopted a charter) is required to do so. However, as the City's Charter and Zoning Ordinance both refer specifically to the "official newspaper" in regards to public hearings for the budget and zoning changes respectively, staff feels that it is prudent for the City to move forward with designating an official newspaper.

The City of Bedford last entered into a contract for an official newspaper with the Star-Telegram in 2000. Prior to that, the Star-Telegram served as the official newspaper since 1990. Since 2000, the City has continued to utilize the Star-Telegram for its legal publications to include public hearing, budget notices and election notices. These have all been at their reduced rates with the occasional rate increase, the last one being in 2010. In speaking with the Star-Telegram, they would continue to offer their reduced rates without the need for a contract; however, by entering into a contract, the City can lock in the rates specified in the document. The rates are well below their normal rates which can be seen in the attached rate sheet. The contract does contain a slight increase in rates over what has been in place the previous three years. For in-column legal ads, the cost has increased from \$1.22 to \$1.28 per line from Monday through Saturday and from \$1.62 to \$1.70 per line on Sundays. For display legal ads, it increases from \$13.53 per inch to \$14.21 per inch from Monday through Saturday and from \$17.97 per inch to \$18.87 per inch on Sundays. They also provide the City with publisher's affidavits, which are normally \$39.99, at no charge.

As the Star-Telegram meets the qualifications to serve as an "official newspaper", has served in that capacity for the previous 23 years and has established a good working relationship with the City, staff is recommending that they be designated as the City's official newspaper.

**RECOMMENDATION:**

Staff recommends the following motion:

Approving a resolution naming the Fort Worth Star-Telegram the official newspaper of the City of Bedford and entering into an advertising contract with the Fort Worth Star-Telegram for the term of one year.

**FISCAL IMPACT:**

The impact depends on the amount of legal advertising required by the City. The last two years, the City has spent \$7,000 and \$10,000 respectively.

**ATTACHMENTS:**

Resolution  
Agreement  
Rate Sheet

**RESOLUTION NO. 13-**

**A RESOLUTION NAMING THE FORT WORTH STAR-TELEGRAM THE OFFICIAL NEWSPAPER OF THE CITY OF BEDFORD AND ENTERING INTO AN ADVERTISING CONTRACT WITH THE FORT WORTH STAR-TELEGRAM FOR THE TERM OF ONE YEAR**

**WHEREAS, Section 52.004 of the Texas Local Government Code requires that on a yearly basis a municipality contract with a newspaper to serve as that municipality's official newspaper; and,**

**WHEREAS, the City Council of Bedford, Texas finds that Fort Worth Star-Telegram is a paper of general circulation in the City of Bedford; and,**

**WHEREAS, the City Council of Bedford, Texas finds that the Fort Worth Star-Telegram is published at least once a week, devotes no less than 25% of its total column lineage to general interest items, is entered as second class postal matter in Tarrant County and has been published regularly and continuously for at least 12 months before publication of a notice; and,**

**WHEREAS, the City Council of Bedford, Texas finds that the Fort Worth Star-Telegram is a publication that meets all of the criteria legally required of an officially designated newspaper for the City of Bedford.**

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

**SECTION 1. That the City Council designates the Fort Worth Star-Telegram as the official newspaper of the City of Bedford commencing March 15, 2013.**

**SECTION 2. That the City Council directs staff to enter into a contract with the Fort Worth Star-Telegram for one year beginning March 15, 2013 and expiring March 15, 2014.**

**PASSED AND APPROVED this 12th day of March 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**

\_\_\_\_\_  
**Michael Wells, City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Stan Lowry, City Attorney**

# Star-Telegram

## Annual Advertising Contract

This contract is made this 15th day of February by and between the Star-Telegram and City of Bedford. In consideration of the rates associated with the Annual Investment Level and Contract Programs chosen below, City of Bedford, (Advertiser) agrees to purchase and pay for advertising and other products/services from the Star-Telegram (Publisher) in accordance with the terms and conditions in this contract, in the Rate Cards, all as now in effect or as amended at any time.

**Bulk Rate Agreement**  
Monday-Saturday: \$1.28 per line  
Sunday: \$1.70 per line  
Displays: Monday-Saturday \$14.21 per inch  
Sunday: \$18.87

Effective Date: March 15<sup>th</sup> 2013 Expiration Date: March 15<sup>th</sup> 2014

Primary Account Number: CIT62

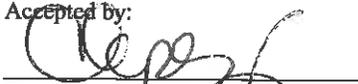
List additional account numbers: \_\_\_\_\_

Is this an umbrella contract? \_\_\_\_\_

### Star-Telegram

### Advertiser

Christine Lopez (073)  
Printed Name of Sales Representative  
& Territory Number

Accepted by:  
  
Signature of Sales Representative

  
Signature of Sales Manager

\_\_\_\_\_  
Advertiser (Name of Business)

\_\_\_\_\_  
Printed Name of Authorized Representative Title

\_\_\_\_\_  
Signature of Authorized Representative Date

\_\_\_\_\_  
Phone Email Address

\_\_\_\_\_  
Business Address:

\_\_\_\_\_  
City TX State Zip

Agency: \_\_\_\_\_

Agency Billing Address: \_\_\_\_\_

Entered by \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
City State Zip

# Star-Telegram

## Annual Advertising Contract

1. The company may revise the advertising rate schedule at any time upon thirty (30) days written notice to the advertiser and the advertiser may cancel this contract at any time new rates are made effective by giving written notice to the company fifteen (15) days prior to the effective date of the rate adjustment. If the contract is canceled by the advertiser as provided in this paragraph, all space run during the current period of the contract will be billed at the open or earned contract rate, whichever is applicable.
2. If, after the completion of the contract period, the advertiser shall have purchased less space or run less frequency than agreed to in this contract, to the extent that a different rate would be applicable advertiser's rate for all space run during the period of the contract will be billed at the open or earned rate, whichever is applicable. Advertiser agrees to pay the difference. Rates are not subject to rebate. Any free pages or color insertions given to advertiser will be billed at applicable rate if advertiser does advertises less space than agreed in this contract.
3. This agreement specifically incorporates by reference all the rates, terms and conditions contained in company's regularly published rate schedule except insofar as they may be inconsistent with the provisions herein.
4. The advertiser agrees to either pay for advertisements when ordered or establish credit with the company and make full payment upon receipt of company's invoice/statement, and, in the event that the advertiser fails to make timely payment, company may reflect advertising copy and/or immediately cancel this contract, and advertiser agrees to indemnify company for all expenses incurred in connection with the collection of amounts payable under this contract, including collection fees and court costs. If this contract is canceled due to advertiser's failure to make timely payment, company may re-bill the advertiser for a new outstanding balance based on the amount of space purchased during the term of this contract at either the open or earned rate, whichever is applicable.
5. The company may, in its sole discretion, edit, classify, reject or cancel any advertising copy at any time. In all cases, the advertiser assumes liability for the content of all advertising copy printed and agrees to hold the Fort Worth Star-Telegram blameless from all claims arising therefrom.
6. In the event of agency involvement, the advertiser and agency shall be jointly and severally liable for the payment of all bills and charges made or to be made under this contract. Advertiser authorizes company, at its election, to tender any bill to agency, and such tender shall constitute notice to advertiser and such manner of billing shall in no way impair the joint and several liability of advertiser and agency. The rights of company shall in no way be affected by any dispute or claim as between advertiser and agency.
7. This contract may not be assigned or transferred by advertiser.
8. This contract contains the entire agreement between advertiser and company and may not be modified except in writing signed by both parties hereto.

# Rates

## G. NATIONAL RATES

Commissionable at 15% to recognized advertising agencies. Display ads must run without copy change within seven days to earn multiple insertion rate.

<b>In-column:</b>	<b>Per line, per insertion</b>
Sunday.....	\$56.34
1 time Daily.....	\$48.45

### Consecutive Multiple Daily Insertions:

2 times.....	\$44.71
3 times.....	39.75
4-9 times.....	35.74
10-29 times.....	31.31
30 times +.....	26.78

### National Display:\*

**1 time  
Sunday/Daily**

4-104 inches.....	\$373.00
105-214 inches.....	342.81
215 inches +.....	319.94

\*6 day repeat insertion is 50% off Sunday

## H. OTHER RATES

	Daily or Saturday		Sunday	
	Per Line	Per Inch	Per Line	Per Inch
Legal Notices	\$17.22	\$189.81	\$19.10	\$215.29
Legal Notices (zone)	6.06	67.15	7.24	81.80
Lodge Notices	12.98	143.58	14.28	161.21
Publisher's Affidavit.....	\$39.99			

Bold Copy.....	\$1.00 per line/day
Yellow Screen.....	\$ 0.50

## I. COLOR CHARGES

In addition to black and white line rate add the following color charge. All color ads must be 50 column inches in size or more.

	Daily	Sat,Sun or Holiday	One Zone	Multi Zones
1-color	\$920	\$1,600	\$490	\$320 ea.
2-color	2,420	2,525	740	440 ea.
3-color	2,800	2,800	760	525 ea.

## J. DFW.COM INK EDITION EMPLOYMENT RATES

Pick up pricing for employment ads available. Reach potential job candidates by featuring your ad in DFW.com Ink Edition. Approximately 55,000 copies are distributed free every Thursday at over 2,200 locations across all of Dallas-Fort Worth.

Ad Size	1x	13x	26x	52x
1 col x 3.24"	\$122.64	\$91.60	\$84.79	\$76.84
2 col x 3.24"	230.90	168.44	160.87	152.51
1 col x 4.92"	331.21	238.85	227.87	216.51
3 col x 3.24"	417.13	322.51	308.11	290.33
2 col x 4.92"	417.13	322.51	308.11	290.33
3 col x 4.92"	550.75	427.35	394.80	374.36
6 col x 4.92"	1,043.96	803.99	746.45	700.64
6 col x 9.94"	1,895.65	1,443.31	1,340.36	1,238.53

Space Deadline : Friday, Noon

Digital Deadline : Monday, 5pm

## K. LA ESTRELLA EN CASA

**In-column: Private Party** (12 lines in a box)  
\$19.99 per ad Additional lines \$1.00

**Commercial** (2 line minimum)  
\$2.50 per line

Display:	1x	2x	3x	4x	5x
net per column inch	\$19	\$15	\$14	\$13	\$12

**Employment:**  
Liner Rates (prices per line)

1x	2x	3x	4x	5x	6x	7x-13x	14x +
\$7	\$4	\$3.75	\$3.50	\$3.25	\$3	\$2.50	\$2

## La Estrella En Casa National Rates

Available to automobile dealer associations, and comparable industry associations or dealer groups in the Fort Worth/Dallas ADI and North Texas. Also available to employers advertising for positions outside Texas. Commissionable at 15% to recognized advertising agencies or recruitment agencies.

**In-column: Friday 1x** (prices per line)  
\$4.27

**Display:** (prices per column inch, ad runs twice within 7 days)

1x Contract	13x Contract	26x Contract
\$50.00	\$45.00	\$40.00

**Color Rates** (50 inch minimum)

1 color + Black	2 colors + Black	3 colors + Black
\$400	\$650	\$1000

All National advertising rates are gross. All other rates are net.

# Star-Telegram

[www.star-telegram.com](http://www.star-telegram.com)

808 Throckmorton Street  
Fort Worth, Texas 76102

February 19, 2013

Michael Wells  
City Secretary  
City of Bedford  
2000 Forest Ridge Drive  
Bedford, Texas 76021

Dear Mr. Wells:

The Fort Worth Star Telegram has enjoyed serving the city's publication needs for bids, public notices & recruitment advertising. We would like to continue our relationship and this letter serves as our bid to publish your bid, public notices and recruitment advertising. All other advertising will be charged based on the appropriate category and publication rate.

If necessary a maximum of two publisher's affidavits are available free upon request on contractual ads. Each additional will be a charge of \$39.99 each.

We look forward to continuing to serve you as the newspaper of record for the coming year.

Sincerely,



Carla Crow  
Classified Sales Manager



# Council Agenda Background

**PRESENTER:** Michael Wells, City Secretary

**DATE:** 03/12/13

**Council Mission Area:** Encourage citizen involvement.

**ITEM:**

Consider a resolution appointing two members to the Beautification Commission and one member to the Cultural Commission.

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

The City Secretary's Office received applications from Marty Geer and Barbara Kurtz to serve on the Beautification Commission and from Deanna Stuart to serve on the Cultural Commission. Ms. Geer, Ms. Kurtz and Ms. Stuart are scheduled to be interviewed by Council prior to tonight's Council meeting. There are currently five openings on the Beautification Commission and one alternate position open on the Cultural Commission.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution appointing two members to the Beautification and one member to the Cultural Commission.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. 13-**

**A RESOLUTION APPOINTING TWO MEMBERS TO THE BEAUTIFICATION COMMISSION AND ONE MEMBER TO THE CULTURAL COMMISSION.**

**WHEREAS, the City Council of Bedford, Texas desires to fill openings on the Beautification and Cultural Commissions.**

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

**SECTION 1. That Marty Greer is appointed to Place 7 on the Beautification Commission with a term expiring in December of 2014.**

**SECTION 2. That Barbara Kurtz is appointed to Place 10 on the Beautification Commission with a term expiring in December of 2014.**

**SECTION 3. That Deanna Stuart is appointed to Alternate Place 9 on the Cultural Commission with a term expiring in December 2013.**

**PASSED AND APPROVED this 12th day of March 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**

\_\_\_\_\_  
**Michael Wells, City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Stan Lowry, City Attorney**