

# AGENDA

**Regular Meeting of the Bedford City Council  
Tuesday, April 22, 2014  
Bedford City Hall Building A  
2000 Forest Ridge Drive  
Bedford, Texas 76021**

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

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

## WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Receive a presentation on the Mosquito Surveillance and Response Program for the 2014 mosquito season.
- Report from the Beautification Commission on Clean Up Bedford/Chunk Your Junk Event.

## EXECUTIVE SESSION

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

- a) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation regarding 533 Bedford Road.

## REGULAR SESSION 6:30 P.M.

### CALL TO ORDER/GENERAL COMMENTS

### INVOCATION (Pastor Cory Kuhn, The Mission)

### 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. Employee Service
2. Recognition of Firefighter/Paramedic Jack Ventrca for a Bedford Employee Commitment Award (BECA).
3. Proclamation recognizing the month of April as National Safe Digging Month.
4. Proclamation recognizing May 2014 as Motorcycle Safety and Awareness Month.

## **APPROVAL OF THE MINUTES**

5. Consider approval of the following City Council minutes:
  - a) April 1, 2014 joint work session
  - b) April 8, 2014 regular meeting

## **PERSONS TO BE HEARD**

6. The following individuals have requested to speak to the Council tonight under Persons to be Heard:
  - a) Amy Sabol, 2209 Pine Thicket Lane, Bedford, Texas 76021 – Requested to speak to the Council regarding Stonegate Pools, 533 Bedford Road.
  - b) Leslye Green, 917 Circle Lane, Bedford, Texas 76022 – Requested to speak to the Council regarding the Stonegate Pool Property at 533 Bedford Road.
  - c) June Gravley, 916 Circle Lane, Bedford, Texas 76022 – Requested to speak to the Council regarding Stonegate Pool, located on Bedford Road.
  - d) Salvatore Caruso, 148 Ravenswood Drive, Bedford, Texas 76022 – Requested to speak to the Council regarding the cleanup of Stonegate Pools.
  - e) Hank Henning, 2604 Morningside Drive, Bedford, Texas 76021 – Requested to speak to the Council regarding lack of code enforcement standards.

## **NEW BUSINESS**

7. Public hearing and consider an ordinance to amend City of Bedford Zoning Ordinance Number 2275, Specific to Section 3.1.f. Retail Sales/Trade Schedule of Permitted Uses, and Section 3.2, Explanation of Uses and Specific Use Permit Requirements, C. Permitted Uses, for a new Section 3.2.C(7)x, Tobacco Products Store; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. (A-037)
8. Consider a resolution authorizing the City Manager to close City offices to the public each Veteran's Day in order to provide all City of Bedford employees an In-Service Day of training and development.
9. Consider a resolution authorizing the City Manager to enter into a contract with Metro Fire Apparatus Specialists, Inc. through the Houston Galveston Area Conglomerate (HGAC), a cooperative purchasing network as per Texas Local Government Code 44-013, Interlocal Cooperative Purchasing Act, for the purchase of one 2014 Crimson Pumper with Spartan 4-door full tilt aluminum cab, aluminum body, single axle and 1500-GPM mid-mounted pump in the amount of \$625,258.
10. Consider a resolution authorizing the City Manager to purchase replacement public safety laptop computers and related accessories in the amount of \$172,020 through PCS Mobile, a cooperative contract vendor with the Texas Department of Information Resources (DIR).
11. Consider a resolution authorizing the City Manager to purchase replacement desktop computers in the amount of \$120,700 through Insight, a cooperative contract vendor with the Texas Department of Information Resources (DIR).
12. Consider a resolution authorizing the City Manager to purchase a 2015 Ford F-550 Crew Cab Bucket Truck in the amount of \$85,212.69 through Sam Pack's Five Star Ford's BuyBoard Cooperative Purchasing Contract.
13. Consider a resolution authorizing the City Manager to enter into a lease agreement for one year with the DFW Tejanos Organization for the purpose of conducting practices and games at the Stormie Jones soccer fields.

**14. Consider a resolution approving a License Agreement with Oncor Electric Delivery Company LLC for the Meadow Park Trail Extension.**

**15. Consider a resolution approving an Encroachment on Easement Agreement with Oncor Electric Delivery Company LLC for the Meadow Park Trail Extension.**

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

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

**17. Council member reports**

**18. City Manager/Staff Reports**

**19. 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: **Thursday, April 17, 2014 at 5:00 p.m.**, and remained so posted at least 72 hours before said meeting convened.

---

**Michael Wells, City Secretary**

---

**Date Notice Removed**

(Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in City functions and activities. Auxiliary aids and services or accommodations must be requested in writing to the City Secretary's Office a minimum of seventy-two hours (72) hours prior to the scheduled starting time of the posted meeting. Requests can be delivered in person or mailed to the City Secretary's Office at 2000 Forest Ridge Drive, Bedford, TX 76021, or emailed to [mwells@bedfordtx.gov](mailto:mwells@bedfordtx.gov). Some requests may take longer due to the nature, extent and/or availability of such auxiliary aids, services or accommodations.)



# Council Agenda Background

---

|  |                              |
|--|------------------------------|
| <b><u>PRESENTER:</u></b> Thomas Hoover, PE<br>Public Works Director<br>Jerry Laverty, Environmental Specialist   | <b><u>DATE:</u></b> 04/22/14 |
| <b>Work Session</b>  |                              |
| <b><u>ITEM:</u></b><br>Receive a presentation on the Mosquito Surveillance and Response Program for the 2014 mosquito season.<br><b>City Manager Review:</b> _____   |                              |
| <b><u>DISCUSSION:</u></b><br>The City entered into an Interlocal Cooperation Agreement with Tarrant County for the purpose of implementing a West Nile Virus Mosquito Surveillance and Response Program on April 23, 2013.<br><br>West Nile Virus infections represent a serious public health threat to the citizens of Bedford and the County. The mosquito program selects five locations within Bedford for mosquito traps, monitoring of the traps, and testing the trapped mosquitoes. Last season, Bedford provided 47 mosquito samples to the County for testing. No positive mosquitoes were found in Bedford's samples during the 2013 mosquito season.<br><br>The City provides an aggressive approach to, and is proactive in, the implementation of the mosquito program. Staff works with property owners through education and assessment of mosquito breeding sites. |                              |
| <b><u>ATTACHMENTS:</u></b><br>PowerPoint Presentation  |                              |

# City of Bedford City Council Presentation



# City of Bedford

## Focus for Mosquito Program

- Public Works priorities are it's City, Citizens and Employees.
- Work in cooperation with Tarrant County Public Health.

# Seasonal Trapping

- Traps set April 03, 2014
- Seasonal – four static traps and one roving

## Locations:

1. Stormie Jones
2. Cheek Sparger and Central
3. Harwood (by Norwood)
4. Brookhollow Park
5. One roving trap for citizen complaints



# Off Season Trapping

- Volunteered to participate in off season trapping.
- Off Season Trap Sites
  1. Harwood
  2. Brookhollow Park

# Testing

- All testing is completed by the Tarrant County Public Health Department.
- Samples are gathered weekly during mosquito season.
- Samples are gathered bi-weekly during the off season.
- Reports are emailed with information containing counts, types and if positive.

# What can test tell us?

- Samples are tested for West Nile and St Louis Encephalitis.
- Samples will tell us if we have a breeding site problem.
  
- How?
  - Counts
  - Male Mosquitoes
  - Variety of Mosquitoes

# Information

- Information is compiled by Tarrant County Public Health and relayed to the Center for Disease Control.
- Prior to 2013 information was skewed due to the movement of traps.
- Seasonal and Off Season information will help determine mosquito activity.

# Larviciding

- We take a proactive approach.
- Walk creeks checking for standing pools of water and treat.
- Treat with granular product and oil.
- Cut cost and allowed us to purchase items to treat storm drains and stagnant pools.

# What we do

- Provide home inspections for residents.
- Provide presentations for HOAs, nursing homes, community groups and schools.
- Distribute educational material.
- Treat City of Bedford event sites.

# VectoLex

VectoLex is a biological mosquito larvicide that controls mosquitoes in tough environmental conditions.

It kills mosquitoes while preserving mosquito-eating wildlife.



# CocoBear

CocoBear, is a larvicidal oil.

CocoBear is effective against all surface breathing mosquito larvae.

Kills larvae and pupa stages of mosquitoes by suffocation.

Mosquitoes do not develop resistance.



# Natular G30

Natular™ is the only formulation larvicide with the natural derived active ingredient spinosad, a product derived from a naturally occurring soil bacterium.

Natular™ G30 is effective for up to 30 days



**Natular**

**T<sub>30</sub> – 30 days**

**XRT-180 days**





# Council Agenda Background

---

|   |                              |
|---|------------------------------|
| <b><u>PRESENTER:</u></b> Faye Murphy, Beautification Commission<br>Chair<br>Patty Sinclair, Beautification Commission   | <b><u>DATE:</u></b> 04/22/14 |
| <b>Work Session</b>   |                              |
| <b><u>ITEM:</u></b><br>Report from the Beautification Commission on Clean Up Bedford/Chunk Your Junk Event.<br><br>City Manager Review: _____                             |                              |
| <b><u>DISCUSSION:</u></b><br>Faye Murphy and Patty Sinclair will present a report on the results of the Clean Up Bedford and Chunk Your Junk event on Saturday, March 29. |                              |
| <b><u>ATTACHMENTS:</u></b><br>N/A   |                              |



# Council Agenda Background

---

**PRESENTER:** Beverly Griffith, City Manager

**DATE:** 04/22/14

Council Recognition

**ITEM:**

Employee Service Recognition

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

**DISCUSSION:**

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

|              |                   |         |
|--------------|-------------------|---------|
| Toni Lovejoy | Police Department | 5 years |
| Lane Simmons | Police Department | 5 years |
| Mark Tooley  | Police Department | 5 years |

**ATTACHMENTS:**

N/A



# Council Agenda Background

**PRESENTER:** Beverly Griffith, City Manager

**DATE:** 04/22/14

Council Recognition

**ITEM:**

Recognition of Firefighter/Paramedic Jack Ventrca for a Bedford Employee Commitment Award (BECA).

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

**DISCUSSION:**

The BECA is part of the City of Bedford's Employee Recognition Program. In order for an employee to receive a BECA, he/she must display "above and beyond the call of duty" conduct or actions in their daily job function or other types of meritorious actions or conduct.

Any citizen, business owner or employee may nominate a City employee for a BECA by completing a form. The nominations are reviewed on a periodic basis by the City's senior management team. The senior management team then votes on the nominations.

Jack was nominated by Battalion Chief Mark Williams based on the following incident in which Jack showed that he is always at work, even when he is off duty.

"On Friday February 28, 2014, at 2:51 p.m. Truck 153 from Fire Station 3 was dispatched to a fire investigation at Blue Jay Court. Upon their arrival they asked for a second fire apparatus and Chief Williams responded as well. When Williams arrived he found Jack Ventrca along with another neighbor at the house with the crew from Truck 153. Jack lives two houses away from the incident location. When Chief Williams asked Jack what happened he stated that he was outside doing yard work and saw smoke coming from the backyard at Blue Jay Court. He started running to the house and beating on the doors but no one answered. Another neighbor saw Jack and started to help him. Jack jumped over the fence because the gate was locked. The neighbor also entered the backyard to assist.

When both of them made it into the backyard they found the grill fully involved in flames. The exterior brick wall was heavily scorched and the eaves were blistered and about to burn away. The two used the water hose from the house and were able to put the fire out enough to stop any more damage from occurring. At this time Jack called 911, told the dispatcher who he was and that he did not need a full one alarm assignment to the scene but that he needed a fire truck to come and investigate the fire. This action also helped out the Fire Department because they were already running several other calls at the same time and their resources were already being used. Jack did not know this at the time.

The actions of Jack Ventrca saved this house from catching on fire and sustaining severe damage. The fire was extremely close to getting into the attic space. This would have been disastrous for the house and its owners. Come to find out, the owners were out of state on vacation. They had no idea about what happened until Fire Marshal Lankford was able to contact them on the phone. Without the actions of Jack Ventrca, they would have returned home from vacation to a home that sustained heavy fire damage."

**ATTACHMENTS:**

N/A



# Council Agenda Background

---

**PRESENTER:** Jim Griffin, Mayor

**DATE:** 04/22/14

Council Recognition

**ITEM:**

Proclamation recognizing the month of April as National Safe Digging Month.

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

**DISCUSSION:**

National Safe Digging Month raises public awareness, for the health and safety of citizens, by calling the number 811 for locating underground buried utility lines before any type of excavation.

Safe digging practices are important to prevent potential hazards such as striking live electric or gas lines. The City's water system can also be compromised if the water main is hit during excavation. Calling 811 for a utility locate can help prevent these types of unforeseen consequences.

Thomas L. Hoover, P.E, Public Works Director, and Jerry Laverty, Environmental Specialist, will be accepting this proclamation.

**ATTACHMENTS:**

Proclamation



CITY OF  
**BEDFORD**

# Proclamation

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

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

*NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim April 2014, as:*

## ***National Safe Digging Month***

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

*In witness whereof, I have hereunto set my hand and  
caused the seal of the City of Bedford to be affixed this  
22nd day of April, 2014.*

---

JIM GRIFFIN, MAYOR





# Council Agenda Background

---

**PRESENTER:** Jim Griffin, Mayor

**DATE:** 04/22/14

**Council Recognition**

**ITEM:**

**Proclamation declaring May 2014 as Motorcycle Safety and Awareness Month.**

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

**DISCUSSION:**

**Members of the Patriots Motorcycle Club will be on hand to accept the proclamation.**

**ATTACHMENTS:**

**Proclamation**



CITY OF  
**BEDFORD**

# Proclamation

*WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and*

*WHEREAS, motorcyclists are relatively unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and*

*WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and most of all, fatalities through a comprehensive approach to motorcycle safety; and*

*WHEREAS, it is the responsibility of all who put themselves behind the wheel to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and*

*WHEREAS, the citizens of our community should become aware of the inherent danger involved in operating a motorcycle and for riders and motorists to give each other the mutual respect they deserve.*

*NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim the month of May, 2014, as:*

## **Motorcycle Safety and Awareness Month**

*in the City of Bedford and urge all residents to do their part to increase safety and awareness in our community.*

*In witness whereof, I have hereunto set my hand and  
caused the seal of the City of Bedford to be affixed this  
22nd day of April, 2014.*

---

JIM GRIFFIN, MAYOR  




# Council Agenda Background

---

**PRESENTER:** Michael Wells, City Secretary

**DATE:** 04/22/14

**Minutes**

**ITEM:**

Consider approval of the following City Council minutes:

- a) April 1, 2014 joint work session
- b) April 8, 2014 regular meeting

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

**DISCUSSION:**

N/A

**ATTACHMENTS:**

April 1, 2014 joint work session  
April 8, 2014 regular meeting

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 Planning and Zoning Commission at 6:30 p.m. in the TXI Conference Room, 1805 L. Don Dodson on the 1st day of April, 2014 with the following members present:

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

constituting a quorum.

The following members of the Planning and Zoning Commission were present:

|              |               |
|--------------|---------------|
| Bill Reese   | Chairperson   |
| Todd Carlson | Commissioners |
| Bill Reese   |               |
| Jason Sinisi |               |
| Tom Stroope  |               |

constituting a quorum.

Staff present included:

|                         |                               |
|-------------------------|-------------------------------|
| David Miller            | Deputy City Manager           |
| Michael Wells           | City Secretary                |
| Meg Jakubik             | Assistant to the City Manager |
| Mirenda McQuagge-Walden | Managing Director             |
| Bill Syblon             | Development Director          |

Also in attendance:

|                     |                      |
|---------------------|----------------------|
| Jayashree Narayanal | Gateway Planning     |
| Jim Tharp           | Oxley Williams Tharp |

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

Mayor Griffin and Chairperson Reese called the meeting to order at 6:31 p.m.

### **JOINT WORK SESSION**

- **City Council and Planning and Zoning Commission Joint Work Session to discuss the Central Bedford Development Zone (aka CBDZ) for the development of draft design guidelines (A-039).**

Councilmember Champney arrived at 6:33 p.m.

Jayashree Narayanan with Gateway Planning stated that this presentation builds upon the previous meeting where there was discussion on the overall structure of the CBDZ. An internal design session was held and more detail was added. They looked at the original focused core area, the areas east of Central Drive and the connection to the Cultural District. They examined the idea of Parkwood Drive serving as "Main Street" instead of L. Don Dodson, which from a retail standpoint does not have the traffic to attract retail. Parkwood would have visibility as it can be seen from the access road. It could become a two-lane roadway with on-street parking, wider sidewalks and trees. Further, it already has the Harley-Davidson buildings behind it, which creates synergy and is a big destination driver.

There was discussion on visibility from Highway 183; having arches over the street; Central Drive having so much traffic and existing retail, which Parkwood does not; Forest Ridge Drive having a lot of residential frontage; the number of open lots on Parkwood; parking from State National Insurance; potential enthusiasm once the Harley building is built; collaboration between Harley and State National; spin-off businesses; educating the development community; getting the concept on paper and what the City can do as far as infrastructure; buildings that will be available; an easement north of State National; stakeholders needing to see the benefits; creating a point of differentiation; and attracting and retaining businesses.

There was further discussion on Ms. Narayanan writing the zoning for the vision plan; that the plan established a broad vision and did not have the level of detail; what standards the City wants and where; where the City wants to put its investment in infrastructure; the need for a central gathering place; State National having added value based on where the open lands are; talking to all of the stakeholders; that there would be zoning changes and the area having to be studied for the type of zoning; having flexibility on the use side and being stricter on the design side; conceptually agreeing on such things as buildings being closer to the street and wider sidewalks; that there have form based codes that rely on the subdivision of parcels; what would happen if businesses say no; and that zoning may not match property lines and allowing for leeway for lines to shift as development comes forward.

Ms. Narayanan discussed a central square and a new city hall to anchor the development at the crossroads of L. Don Dodson and Parkwood. She also discussed connecting the Cultural District; that Forest Ridge Drive has less than 4,000 cars a day and taking it from four lanes down to three, which would give the space for a trail connection between the Boys Ranch and the CBDZ; using the right-of-way on Forest Ridge and creating cultural amenities and trails; having the central turn lane be stained concrete; having power lines on only one side of the street; having ornamental trees; that burying power lines would be cost-prohibitive; that decreasing traffic lanes helps other modes of transportation; projections from NTE; and that even if traffic increased by 200 percent it would still be low. She further discussed circulation around a civic square including having angled parking on one side and wide sidewalks; that L. Don Dodson does not have enough traffic to justify four lanes and that it could have 11-foot lanes with a parking lane on one side; and creating a trail that connects east of Central Drive to Forest Ridge and the Boys Ranch.

Ms. Narayanan discussed the different subzones or districts and achieving the type of development the City wants. Highway Mixed Use includes everything along the highway. It would be automobile oriented and they would want to look at improving the aesthetics including materials, landscaping and articulation. It would build on the existing overlay district and have more standards and details. Main Street Mixed Use would create a gateway linking the central square to the highway. Buildings would be much closer to the street and there would be five to ten-foot setbacks. Regional Retail and Employment would be behind the highway. It already has a lot of major employers and does not really need visibility from the highway. Buildings would be

one to three stories high or there could be an increase in the height entitlement. It would serve as a buffer between the highway and neighborhoods and civic uses. She discussed getting the Wells Fargo building to redevelop. The code would allow for multi mixed use and residential would be built to commercial standards. There was discussion on allowing town homes in the district. In regards to the Civic Mixed Use district, there is currently a lot of vacant land and trees. Buildings would be one to four stories and there would be a lot of different civic uses. In respect to existing neighborhoods, transition standards could be written in. Parks and open space standards would be addressed. Ground floor along L. Don Dodson would be built to commercial standards. It would have smaller lots and more rental living. A common front yard would be created and civic opportunities would be identified, including anchoring the central square with a new civic building. There would be standards to reflect the type of design the City wants for a civic building and the civic square. There was discussion on moving all civic buildings to one location; and having standards on where civic buildings would be located and what they would look like.

Ms. Narayanan discussed the components of the code. The Zoning Map would show the zones and the locations of items including future streets, frontages and civic spaces. There would be enough information for developers to know what the expectations are. There was discussion on the creek including not paving over it and creating pedestrian connections. Under Administration, Ms. Narayanan encouraged administrative review and approval of projects that meet the code since it has a lot more detail than other zoning districts. There would be a process for those projects that do not meet the code. There would be Site Development Standards for each of the zones to include heights, setbacks and parking. Building Design Standards would have functional design standards including where entrances should be, where drive through uses could be created, window and door articulations, the types of building materials, ground floor shading, and commercial ready standards. In regards to Streetscape/Landscape Standards, she discussed public street standards including standard Public Works standards and creating an appendix that shows that the City can have different standards for special districts. Under Civic and Open Space Standards, there would be a minimum amount of public open space for new residential development, which is typically 10 percent of the site. Preservation of existing trees and creeks would be encouraged. In regards to Sign Standards, she recommended putting it in the Zoning or Sign Code. A simple matrix would be created for different sub-zones and design types would be matched to the types of streets. There was discussion on parking including where it would be located, a parking garage concept, centralized parking, shared parking, and having one standard for all commercial uses.

Ms. Narayanan stated that a code would be drafted with a regulating plan. It would be a stand-alone document and more user-friendly in that it has all of the development standards. The draft code would be sent to the members of the Council and Commission a week or ten days before the next meeting. There was discussion on explaining how legal non-conforming situations would be handled; looking at other options and having flexibility; archways from the east onto L. Don Dodson; having flexible zoning requirements; having all of the regulations in one book; encouraging development; the City becoming a motorcycle hangout; creating vertical markers; when to include stakeholders that are developers and having to be far enough along that distinct parameters are laid out; seeing more of a tie in to the Boys Ranch, the Old Bedford School, and the Library, as well as east of Central Drive; a CIP for redoing Forest Ridge Drive and doing a trail plan; what would happen if a developer does not want to do it the City's way and involving developers when designing the codes; setting the vision and the parameters for what that vision is to become; multiple developers working on pieces of the footprint; having design criteria established for developers to work inside of; that developers may come back to the City with changes for consideration; coming up with something feasible within the context of what is around and the vision of a downtown; the City having a lot of control since it owns a lot of the

land; having the right kind of development; that Gateway Planning works with developers; and that it is not unusual for cities to develop guidelines.

Deputy City Manager David Miller stated that the code would be a fluid document and that by doing this ahead of time, the less financially stable developers would be eliminated. There was discussion on having a project manager, including outsourcing and adding the cost onto the developer.

The Council and the Commission were of the consensus to have the next meeting on May 29 at 6:30 p.m.

**ADJOURNMENT**

The meeting was adjourned at 8:02 p.m.

---

Jim Griffin, Mayor

ATTEST:

---

Michael Wells, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

**The City Council of the City of Bedford, Texas, met in Work Session at 6:00 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 8th day of April, 2014 with the following members present:**

Jim Griffin  
Chris Brown  
Michael Boyter  
Jim Davisson  
Patricia Nolan  
Roy W. Turner

Mayor  
Council Members

constituting a quorum.

Councilmember Champney arrived at 6:01 p.m.

Staff present included:

Beverly Griffith  
David Miller  
Stan Lowry  
Michael Wells  
Chuck Carlisle  
Roger Gibson  
Wendy Hartnett  
Tom Hoover  
Meg Jakubik  
Mirenda McQuagge-Walden  
Jacquelyn Reyff  
Bill Syblon  
Eric Valdez

City Manager  
Deputy City Manager  
City Attorney  
City Secretary  
Risk/Contract Services Manager  
Police Chief  
Special Events Manager  
Public Works Director  
Assistant to the City Manager  
Managing Director  
Planning Manager  
Development Director  
Recreation Manager

### **WORK SESSION**

Mayor Griffin called the Work Session to order at 6:00 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: 4, 8, 9, 10, 11, 12 and 13.

Assistant to the City Manager Meg Jakubik presented information regarding Item #8, which is to replace Article III, Chapter 82 of the Code of Ordinances that addresses smoking. Council had requested at their January 24 strategic planning session that an ordinance be drafted to address electronic cigarettes. This ordinance would prohibit the use of electronic cigarettes and liquid nicotine anywhere that smoking is already prohibited in the City, including hospitals, within 25 feet of the entrance of public facilities and 100 feet of the Library. Additionally, because State Legislation has not taken action on these products, the ordinance prohibits the possession, use, sale, or purchase of these products by minors. It mirrors State law on tobacco and also applies to retailers regarding selling to minors. In answer to questions from Council regarding informing retailers about the regulations, Ms. Jakubik stated that information regarding this ordinance would be posted to the City's website, and the Police Department and Development would contact the business community.

Risk/Contract Services Manager Chuck Carlisle presented information on Item #9, which is to replace the flooring at the Senior Center. It was approved in the budget for \$42,000; however, going through TIPS/TAPS, the cost is \$29,239. In answer to questions from Council, Mr. Carlisle stated that it would be for all of the flooring in the Senior Center, except for the front two offices and restrooms; that the flooring is old and mismatched; that the expansion joint can be seen where the building was added on to; and that there is loose composite vinyl tiling in the big room.

Mr. Carlisle presented information on Item #10, which is for covering the existing roof at the Facilities Maintenance building. The current roof is a roll roof not meant to be used more than ten years and it has several leaks. When this item was originally quoted for the budget, it was for a spray-on type of covering; however, after further research, it was discovered that the type of material starts to break down quickly. The bid from Harrison Walker & Harper came in over budget at \$25,261 compared to \$16,500; however, with the savings on the flooring for the Senior Center, both items together come in approximately \$4,000 under budget.

Public Works Director Tom Hoover presented information on Item #11. He stated that every year, funding is set aside to restripe the City's roads. This year, there are approximately 80,000 linear feet, including Martin Drive and Cummings Drive that had mill overlays. The City entered into an agreement with the City of Grand Prairie to piggyback on their bidding process for striping. The contract amount is \$78,627.48 and the budgeted amount is \$100,000 from the 4B budget. In answer to questions from Council, Mr. Hoover stated that other streets can be added to the contract up to 25 percent of its value; and that there were savings of \$6,000 by working with Grand Prairie.

- **Discussion regarding support of Proposition One.**

Mayor Griffin stated that this item was discussed at the previous night's Tarrant County Mayor's Council meeting and that the City was advised not to proceed as a Council addressing this issue in this manner.

Mayor Griffin adjourned the Work Session at 6:12 p.m.

### **REGULAR SESSION 6:30 P.M.**

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

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

Mayor Griffin called the meeting to order.

### **INVOCATION (Dr. Timothy Pierce, Woodland Heights Baptist Church)**

Dr. Timothy Pierce of Woodland Heights Baptist Church gave the invocation.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was given.

### **OPEN FORUM**

Nobody chose to speak during Open Forum.

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

Motioned by Councilmember Champney, seconded by Councilmemberr Davisson, to approve the following items by consent: 4, 8, 9, 10, 11, 12 and 13.

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

### **COUNCIL RECOGNITION**

**1. Proclamation recognizing the week of April 6–12, 2014 as National Crime Victims' Rights Week.**

Mayor Griffin read a proclamation recognizing the week of April 6–12, 2014 as National Crime Victims' Rights Week. Police Chief Roger Gibson and Crime Victims Coordinator Courtney Janes, were present to accept the proclamation.

**2. Proclamation recognizing the week of April 13–19, 2014 as National Public Safety Telecommunicators Week.**

Mayor Griffin read a proclamation recognizing the week of April 13–19, 2014 as National Public Safety Telecommunicators Week. Chief Gibson and Communications Supervisor over the Dispatch Division Amy James, were present to accept the proclamation.

**3. Proclamation declaring April 13-19, 2014 as National Library Week in the City of Bedford.**

Mayor Griffin read a proclamation declaring April 13-19, 2014 as National Library Week in the City of Bedford. Community Services Supervisor Jeanne Green was present to accept the proclamation.

**APPROVAL OF THE MINUTES**

**4. Consider approval of the following City Council minutes:**

**a) March 25, 2014 regular meeting**

This item was approved by consent.

**PERSONS TO BE HEARD**

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

**a) Jessica Feldt, 2124 Shady Grove Drive, Bedford, Texas 76021 – Requested to speak to the Council regarding Ordinance No. 12-3039 Section 54-70 and requests that the Council allow/approve property owners to use reusable containers to store trash and also to dispose of trash from their property.**

Jessica Feldt, 2124 Shady Grove Drive, Bedford – Ms. Feldt stated that the reason she came to Council is that there is an ordinance that states one has to get approval for the container in which to dispose of their trash. Her family tries to minimize the amount of trash by the receptacles they use and to reduce their footprint by not using plastic or paper bags. She was advised that trash had to be in a plastic or paper bag. She stated these do not keep out wildlife and that it can be nasty picking up other people's trash if it is not tied down. She is asking that Council allow for the use of rectangle trash cans. She stated that hers has attached lids and would not attract bugs. She stated that she understood that she would be responsible for the cost, not causing damage to property and putting it up at the end of trash day. In response to Ms. Feldt, it was stated that the Council is not in the position to vote on this item at this time; that the City is completing a citizen survey, that one of the items on the survey was about using plastic receptacles for recycling, that the City is waiting to receive the data, and that they can take her request into consideration along with the other pieces of the survey; that the results of the survey should be tabulated by the end of May; and that it would probably be discussed in a Council work session and advertised on the City website.

**b) Joyce Johnson, 1701 Brookhaven Circle, Bedford, Texas 76022 – Requested to speak to Council regarding difficulties with disputing a traffic ticket and problems getting open records fulfilled and problems with what is in the Court Docket at bench trial and driving record matters and all related matters and effects on her reputation.**

Ms. Johnson did not attend the meeting.

## **NEW BUSINESS**

- 6. Public hearing and consider an ordinance to rezone the property known as Lot 8, Block 1, Airport Freeway Center Addition, located at 201 Bedford Road, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/New and Used Cars and Truck Sales and Service, specifically for a Specific Use Permit to allow for used car sales for Karnext, Inc.; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located north of Bedford Road and west of Brown Trail. (Z-244)**

Planning Manager Jacquelyn Reyff presented information regarding this item, which is for the property at 201 Bedford Road. It is currently operating as an automotive repair shop and the owner would like a specific use permit (SUP) for automobile sales. The property is zoned H-Heavy Commercial and automobile sales is a permitted use in this district with a SUP. The business name is Karnext and they plan on using the existing shop and property for repairs and auto sales. There would be no physical changes to the site. They currently employ three people and their business model is to buy disabled vehicles from auction, repairing and then selling them. The existing landscape is from a previous development and is sufficient for the proposed use. Parking remains from the previous development with ten regular spaces and one handicap space, and is in compliance with the Zoning Ordinance. The Comprehensive Plan indicates the location to be commercial so the proposed use with an SUP does not conflict with the Plan. The Planning and Zoning Commission recommended denial of this item at their March 13 meeting by a vote of 5-2-0; therefore, a supermajority vote of the Council would be needed to override the denial. Ms. Reyff read a letter of opposition from the City of Hurst regarding this item based on a request from Council.

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

John DeLorme, 1129 Woodvale Drive, Bedford – Mr. DeLorme stated that he is the chairperson of the Zoning Board of Adjustment and disagrees that this is the right type of development for the property. He stated that this part of the City does need redevelopment but does not think this is the right type of redevelopment for the size of the lot and that the City can do better in regards to sales tax and commercial retail development in the area. He stated that there are three car dealerships west of Brown Trail and south of Highway 183. He urged Council to reject this application.

Mohamed Kalim, 201 Bedford Road, Bedford - Mr. Kalim is the applicant and stated that there was confusion at the Planning and Zoning Commission meeting regarding the property being a used car lot. He stated that it would not be a full dealership and they would sell at most four or five cars a month. Their business model is to buy high-end cars, repair and sell them. He stated that they do not need to put out signs for sale. He stated that the business was originally in the City of Arlington where there is no requirement for an SUP. He stated that they have spent over \$100,000 in equipment, the location is the cleanest it has been, and they have not received any tickets. He further stated that they can keep the cars inside.

Mayor Griffin closed the public hearing at 7:04 p.m.

In answer to questions from Council, Mr. Kalim stated that they have inventory from their location in Arlington but are not selling cars at this time since they do not have an SUP. In answer to a question from Council, City Attorney Stan Lowry stated that from a land use zoning component, it is what is occurring on the site; that the Council is considering a zoning allowance or prohibition; and that the means of sale is not germane to the discussion.

Motioned by Councilmember Champney, seconded by Councilmember Nolan, to deny an ordinance to rezone the property known as Lot 8, Block 1, Airport Freeway Center Addition, located at 201 Bedford Road, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/New and Used Cars and Truck Sales and Service, specifically for a Specific Use Permit to allow for used car sales for Karnext, Inc.; declaring that this ordinance be cumulative of all other ordinances; providing for

a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located north of Bedford Road and west of Brown Trail. (Z-244)

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

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

Voting in opposition to the motion: Councilmember Brown

**7. Public hearing and consider an ordinance to amend Planned Unit Development Ordinance No.106, specific to amending the Bedford Forum Land Use Plan Development Standards, III. Uses, A.1., for property located within the Reliance Parkway Corridor, specifically for a portion of the property known as Lot B, Block 4, Bedford Forum Addition, located at 1812 Reliance Parkway, Ste. C, Bedford, Texas, to allow for a Gun Shop, specifically allowing the sale of firearms for M.O.A. Refinishing and Repair; providing Exhibit "A" and "Exhibit B" being the text amendments to the Zoning Ordinance; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located north of State Highway 183 and west of Industrial Boulevard. (Z-246)**

Ms. Reyff presented information regarding this item, which is for the property at 1812C Reliance Parkway. They are currently operating as a gun refinishing shop and they want to utilize it for gun sales. The property is commercial and most closely operates as a property zoned H, Heavy Commercial, which would require a SUP for this type of use. Because it is in the Bedford Forum Planned Unit Development (PUD), an amended PUD is requested to include "gun shop" as a recognized land use. The name of the business is MOA Refinishing and Repair and they plan on using the existing shop for transfers and new and used firearm sales. The State license to operate as a gunsmith is the same needed to sell firearms. They employ two full-time employees and have two business partners. There will be no changes to the site and any changes would be internal to the building. The landscaping is from a previous development, and the parking is also from a previous development with a total of 60 spaces, which is in compliance with the Zoning Ordinance. The Comprehensive Plan indicates the location to be commercial so the proposed use does not conflict with the Plan. Based on discussion during the public hearing at the March 13, 2014 Planning and Zoning Commission meeting, staff is proposing an option included in the presented materials, which tightens the area of the PUD by confining gun sales to the Reliance Parkway Corridor. The Commission approved this item by a vote of 7-0-0.

Jerry Lindsey, 305 Dallas Drive, Euless – Mr. Lindsey is the applicant and stated that the business opened the first week of December and he believed he was in compliance. His signage says sales and transfers and he was surprised to find out later that he was not supposed to sell guns. There was discussion on the safety and welfare of the citizens and assuring that Mr. Lindsey is in full compliance for managing such a business. Mr. Lindsey stated that he believed he made his intentions clear during the CO process; that he formally had a shop in Euless for three years; that he did sales out of his house; and that he has been licensed since October of 2010. In answer to a question from Council, it was stated that gun sales are allowed in other parts of the City.

Mayor Griffin opened the public hearing at 7:15 p.m.

Kyle Bumgardner - 1013 Carousel Drive, Bedford – Mr. Bumgardner stated that he recently graduated from L.D. Bell High School and that every morning and every evening, there are always activities on campus. He stated that this gun shop will be opening minutes from Trinity High School. He discussed the recent tragedies at Fort Hood and Sandy Hook and that his friends will be minutes away from somebody making the wrong choice. He stated that the country has had enough of tragic shootings and he is terrified of another gun shop opening. It makes him fear for his friends enrolled in HEB and asked Council what they would think of a potential killer on the loose. He further stated that Council would have blood on their hands.

Al Zim, 1804 Reliance Parkway, Bedford - Mr. Zim stated that he owns a large percentage of Reliance Parkway. The first thing he asked of Mr. Lindsey when he came to rent the space is if he had a federal firearms license and told him that he needed to go to the City regarding the use of the space to sell firearms. They went through the procedure and Mr. Lindsey did not sell guns when he did not have a license at the store. Since he moved in, security around the store has been made tighter with a heavy steel roll-up door, pipe bollards and a caged front door that is locked up at night. He stated that Mr. Lindsey has been a good tenant and has paid the rent on time. He hopes that the City will approve this request. In regards to a change in use of Reliance Parkway, he encouraged Council not to make any changes to what is already a functioning situation.

Lisa McMillan, 2231 Caldwell Drive, Bedford – Ms. McMillan stated that if an Academy Sports Store was coming, then everybody would be excited, and that they would sell a lot more guns than this shop would sell. She stated that the area is commercial but is really light industrial and is a place a gun shop should be. She stated that she would be upset if it was located on Highway 157 across the street from Trinity but that this is not a place that kids walk by every day. At any time, there are three or four cars at their current gun shop, so she does not think there would be a lot of traffic, and that there is a lot of parking. She stated that this is a small business that the City should be encouraging, that this is a prime area for this light industrial use, and that she supports the zoning change.

Keith Quigley, 3849 Berkshire Lane, Bedford – Mr. Quigley stated that gun shops do not equate to mass killings and that the question the Council needs to consider is whether this is a sound business proposal. Stronger background checks and a mental health registry are not what are being debated. He stated that if the current zoning allows for this specific use with the proper approvals, he encouraged Council to approve this as a resident and a gun owner.

Salvatore Caruso, 148 Ravenswood Drive, Bedford – Mr. Caruso stated that the burden discussed by a previous speaker should not be put on the Council's shoulders and that this is a national debate between gun owners and non-gun owners. He stated that this is a small business with two full-time employees and he should be allowed to have this type of business. Every gun shop and gun owner he knows are very responsible people. He discussed mental disease that is not being treated in this country.

Mayor Griffin closed the public hearing at 7:29 p.m.

There was discussion on the business' sign and how it reads; concerns over the City finding out about this several days after the business opened; and that gun sales are allowed in the City.

Motioned by Councilmember Davisson, seconded by Councilmember Boyter, to approve an ordinance to amend Planned Unit Development Ordinance No.106, specific to amending the Bedford Forum Land Use Plan Development Standards, III. Uses, A.1., for property located within the Reliance Parkway Corridor, specifically for a portion of the property known as Lot B, Block 4, Bedford Forum Addition, located at 1812 Reliance Parkway, Ste. C, Bedford, Texas, to allow for a Gun Shop, specifically allowing the sale of firearms for M.O.A. Refinishing and Repair; providing Exhibit "A" and "Exhibit B" being the text amendments to the Zoning Ordinance; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located north of State Highway 183 and west of Industrial Boulevard. (Z-246)

In answer to questions from Council, Ms. Reyff stated that this ordinance includes the piece discussed earlier about tightening up the use of gun sales specific to the Reliance Parkway portion of the PUD; and that gun sales are allowed in Heavy Commercial with an SUP and since this is a PUD, it has to be handled a little differently.

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

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

Voting in opposition to the motion: Councilmember Nolan

8. **Consider an ordinance repealing Chapter 82 – “Offenses and Miscellaneous Provisions,” Article III, “Smoking,” of the City of Bedford Code of Ordinances and all other ordinances in conflict therewith and creating a new Chapter 82 – “Offenses and Miscellaneous Provisions,” Article III, “Smoking;” providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing a penalty clause; and providing an effective date.**

This item was approved by consent.

9. **Consider a resolution authorizing the City Manager to enter into a contract with Harrison Walker & Harper to replace existing flooring and vinyl cove base at Bedford Senior Center in the amount of \$29,239.**

This item was approved by consent.

10. **Consider a resolution authorizing the City Manager to enter into a contract with Harrison Walker & Harper to replace the ageing roof system at the Facility Maintenance Building in the amount of \$25,261.**

This item was approved by consent.

11. **Consider a resolution authorizing the City Manager to utilize the City of Grand Prairie’s Pavement Marking Service Contract with Stripe-A-Zone in the amount of \$78,627.48 through a Master Interlocal Cooperative Purchasing Agreement.**

This item was approved by consent.

12. **Consider a resolution authorizing the City Manager to enter into a contract with Western Enterprises Inc. for the 2014 4thFest Fireworks Program in the amount of \$29,000.**

This item was approved by consent.

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

This item was approved by consent.

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

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

Councilmember Boyter thanked Board members Connie Ziegler-Stout and Sandy Osburn who were in attendance. He discussed the Pet Fair scheduled for April 12, where there will be free food and a lot of great animals available for adoption.

- ✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner reported on a successful Clean Up Bedford Day, which had a great turnout and donations. He stated that Chunk Your Junk was also successful and the only complaints were about waiting in line so long. The Commission has searched for ways to expand the event to other days but that there are problems with the companies that do this. The Commission will be invited to the next Council meeting to commend them for their activities. He stated that the Crud Cruiser Day will be April 26 for people to get rid of their hazardous waste, and that there will be an upcoming shred day.

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

Councilmember Boyter reported that the Commission is doing great work and recognized members in the audience including Roy Savage, Ruth Culver, Sal Caruso, David Franklin and Gary Morlock. He stated that they are working on a Mayor's Forum and an HOA Roundtable.

✓ **Cultural Commission - Councilmember Nolan**

Councilmember Nolan reported that the Commission has not yet met but was part of the first Twilight Thursday and will hopefully be involved in others.

✓ **Library Board - Councilmember Davisson**

Councilmember Davisson reported that the Library survey is currently being conducted and that people can find it on the Library's website.

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

Councilmember Davisson reported that the Board does not meet until Thursday. He stated that the Easter Egg Hunt will be Saturday, April 10 from 10:00 a.m. to 2:00 p.m. and that there is a five dollar registration.

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

Councilmember Turner reported that the Board will meet on April 21. As the liaison to the Board, he thanked the Council for allowing the new floors at the Senior Center.

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

Councilmember Champney stated that he was not able to attend the Teen Court Banquet but was at Twilight Thursdays, which had about 260 people in attendance.

## **15. Council member reports**

Mayor Griffin stated that the Council's plot at the Community Garden was taking shape and for Council to be on the lookout for another tray of vegetables. He stated that the Teen Court Banquet was a great event and well attended including Councilmember Nolan, Councilmember Davisson, Councilmember Turner, Deputy City Manager David Miller and Administrative Services Director Cliff Blackwell. Several well deserving students received scholarships. He reported that CPR was held the preceding weekend and that there were five homes in Bedford. With the next Blitz in the fall, they will exceed their 300th home in the Hurst, Eules and Bedford.

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

City Manager Beverly Griffith reported on several upcoming events at the Old Bedford School. The next Twilight Thursday will be from 7:00 p.m. to 9:00 p.m. and will feature BluPrint, which does R&B, classic rock and jazz. There will also be a food truck from Taco Bueno. The next Twilight Thursday after that will feature Behan, an Irish pub-type group. On April 26, there will be a murder mystery dinner, "Reservations for Murder," and that information can be found on the School's website. On May 3 starting at 6:45 p.m., there will be a performance by "Silly Strings" featuring hand-crafted marionettes. At the Boys Ranch, summer camp registration is open for residents and non-residents, and signups for swim lessons will begin on April 11.

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

No Executive Session was held.

## **ADJOURNMENT**

Mayor Griffin adjourned the meeting at 7:45 p.m.

---

Jim Griffin, Mayor

ATTEST:

---

Michael Wells, City Secretary



# Council Agenda Background

---

**PRESENTER:** See below

**DATE:** 04/22/14

Persons to be Heard

**ITEM:**

- a) Amy Sabol, 2209 Pine Thicket Lane, Bedford, Texas 76021 – Requested to speak to the Council regarding Stonegate Pools, 533 Bedford Road.
- b) Leslye Green, 917 Circle Lane, Bedford, Texas 76022 – Requested to speak to the Council regarding the Stonegate Pool Property at 533 Bedford Road.
- c) June Gravley, 916 Circle Lane, Bedford, Texas 76022 – Requested to speak to the Council regarding Stonegate Pool, located on Bedford Road.
- d) Salvatore Caruso, 148 Ravenswood Drive, Bedford, Texas 76022 – Requested to speak to the Council regarding the cleanup of Stonegate Pools.
- e) Hank Henning, 2604 Morningside Drive, Bedford, Texas 76021 – Requested to speak to the Council regarding lack of code enforcement standards.

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

**DISCUSSION:**

N/A

**ATTACHMENTS:**

Letters of Request

**From:** [Amy SABOL](#)  
**To:** [Wells, Michael](#)  
**Subject:** Persons to be Heard  
**Date:** Sunday, April 13, 2014 3:50:20 PM

---

Hi Michael,

I have decided to come before council to speak on the April 22rd.

Topic: Stonegate Pools 533 Bedford Road

Please include me on the Agenda.

Thank you,

Amy Sabol  
2209 Pine Thicket Lane  
Bedford, TX

**From:** [Leslye Green](#)  
**To:** [Wells, Michael](#)  
**Subject:** Persons to be heard  
**Date:** Wednesday, April 16, 2014 10:22:57 AM

---

Michael,

I would like to sign up to speak under Person's to be Heard for the council meeting on Tuesday, April 22, 2014. My subject will be the Stonegate Pool property at 533 Bedford Road.

Many thanks,

Leslye Green

**From:** [June Gravley](#)  
**To:** [Wells, Michael](#)  
**Subject:** Stonegate Pool/Bedford Rd  
**Date:** Wednesday, April 16, 2014 11:34:32 AM

---

Michael,

I would like to be placed on the "Person's to be Heard" at the City Counsel Meeting on April 22, 2014. The subject is Stonegate Pool, located on Bedford Rd.

June Gravley  
916 Circle Lane  
Bedford, Tx 76022  
817.280.9711 home  
817.793.0943 cell

4/11/14

I WOULD LIKE TO ENTER MY NAME  
UNDER "PERSONS TO BE HEARD" FOR  
THE 4/22/14 CITY COUNCIL MEETING.

RE: CLEAN UP OF STONEGATE POOLS -

THANK YOU,

SALVATORE CARUSO  
148 RAVENSWOOD DR.  
BENFELD, TEXAS  
76022

(817) 229-1382.

**From:** [Hank Henning](#)  
**To:** [Wells, Michael](#)  
**Subject:** Persons to be heard, 4/22/14 council meeting  
**Date:** Sunday, April 13, 2014 9:14:33 PM

---

Michael,

I would like to sign up under Persons to be Heard at the April 22, 2014 city council meeting.

My topic will be the clean-up at 533 Bedford Rd.

Thanks,

Hank Henning

**From:** [Hank Henning](#)  
**To:** [Wells, Michael](#)  
**Subject:** change of subject  
**Date:** Tuesday, April 15, 2014 8:18:52 PM

---

Michael,

I would like to change the topic I wish to discuss on 4/22 from clean up of 533 Bedford Rd. to lack of code enforcement standards.

Thanks, let me know if this is a problem.

Hank Henning



# Council Agenda Background

**PRESENTER:** Jacquelyn Reyff, Planning Manager

**DATE:** 04/22/14

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

**ITEM:**

Public hearing and consider an ordinance to amend City of Bedford Zoning Ordinance Number 2275, Specific to Section 3.1.f. Retail Sales/Trade Schedule of Permitted Uses, and Section 3.2, Explanation of Uses and Specific Use Permit Requirements, C. Permitted Uses, for a new Section 3.2.C(7)x, Tobacco Products Store; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. (A-037)

**City Attorney Review:** Yes

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

**DISCUSSION:**

There has been a request by the City Council of Bedford to amend the Zoning Ordinance to require businesses that derive their primary sales from tobacco products or tobacco-like products to have a Specific Use Permit (SUP).

Currently, the City of Bedford Zoning Ordinance allows for the following:

- b. BOOK, STATIONERY, NEWS STAND, TOBACCO, SOUVENIR, GIFT AND NOVELTY SHOPS - A business establishment offering for sale articles such as books, stationery, cards, newspapers, magazines, gifts, and other similar items or a combination thereof.*

Therefore, as the Zoning Ordinance is currently written, any business which sells tobacco products (cigars, cigarettes, e-cigarettes, vapor, hookah, etc.) is allowed by right under zoning in the H-Heavy Commercial; L-Light Commercial; and S-Service Commercial Zoning Districts. No SUP or any other zoning is required.

The requested change to the Zoning Ordinance first removes tobacco from the land use designation of Book, Stationery, News Stand, Gift and Novelty Shops.

Secondly, a new definition is created called "Tobacco Products Store" and it is included below:

- x. Tobacco Products Store. A retail establishment that includes on-premise sales and consumption or sales for off-premise consumption, in whole or in part, to the smoking of tobacco or other substances such as vapor, electronic cigarette, e-cigarette, liquid nicotine, and includes any establishment that allows either the payment of consideration by a customer to the establishment for on-site delivery of tobacco, tobacco accessories or similar substances and products to the customer; and, the on-site smoking of tobacco or other substances. This definition shall be construed to include establishments known variously as retail tobacco stores, tobacco products shops, hookah cafes, tobacco clubs, tobacco bars, cigar stores and similar establishments, but shall not include an establishment which derives more than fifty (50) percent of its gross revenue from food, beverage, or gasoline fuel sales.*

The third component of amending the Zoning Ordinance is to require any new business deemed a Tobacco Products Store to then be required to obtain a SUP in order to be in compliance with Zoning. The businesses currently with sales from tobacco and tobacco-like products with a valid Certificate of Occupancy may remain and would be considered legal non-conforming.

Under the current ordinance, the ability to regulate Tobacco Products Stores with a SUP does not exist. If this ordinance amendment is approved, the Planning and Zoning Commission and City Council will have the ability to place additional conditions on any Tobacco Products Store on a case-by-case basis.

On April 10, 2014, the Planning and Zoning Commission approved this item by a vote of 6 to 1.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of an ordinance to amend City of Bedford Zoning Ordinance Number 2275, Specific to Section 3.1.f. Retail Sales/Trade Schedule of Permitted Uses, and Section 3.2, Explanation of Uses and Specific Use Permit Requirements, C. Permitted Uses, for a new Section 3.2.C(7)x, Tobacco Products Store; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. (A-037)

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Ordinance  
Exhibit "A"  
Draft Planning and Zoning Minutes  
Star Telegram Publication

ORDINANCE NO. 14-

AN ORDINANCE TO AMEND CITY OF BEDFORD ZONING ORDINANCE NUMBER 2275, SPECIFIC TO SECTION 3.1.F. RETAIL SALES/TRADE SCHEDULE OF PERMITTED USES, AND SECTION 3.2, EXPLANATION OF USES AND SPECIFIC USE PERMIT REQUIREMENTS, C. PERMITTED USES, FOR A NEW SECTION 3.2.C(7)X, TOBACCO PRODUCTS STORE; DECLARING THAT THIS ORDINANCE BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (A-037)

WHEREAS, the City is authorized by Section 211.005. "Districts" of the Texas Local Government Code to zone property into districts in accordance with a Comprehensive Plan; and,

WHEREAS, the City Council of Bedford, Texas deems it necessary in order to lessen the congestion on streets, to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent overcrowding of land; and avoid undue concentration of population; to facilitate the adequate provisions of transportation, water, sewers, schools, parks and other public requirements; to conserve the value of property and encourage the most appropriate use of land throughout the City, that the hereinafter contained provisions of this ordinance should be passed, promulgated and enforced; and,

WHEREAS, the Planning and Zoning Commission and the City Council of Bedford, Texas, have advertised and mailed notices of public hearings to receive comments on the proposed Zoning Ordinance amendments; and,

WHEREAS, the Planning and Zoning Commission and the City Council of Bedford, Texas have after thoughtful deliberation voted to approve this Zoning Ordinance amendment.

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

- SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.
- SECTION 2. That *Section 3.1.f Retail Sales/Trade Schedule of Permitted Uses, and Section 3.2, Explanation of Uses and Specific Use Permit Requirements, C. Permitted Uses, for a new Section 3.2.C(7)x, Tobacco Products Store* shall be as shown in Attachment "A".
- SECTION 3. That approval of this ordinance is subject to no stipulations.
- SECTION 4. That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.
- SECTION 5. That if any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed

such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 6.** That this Ordinance shall take effect from and after its date of passage in accordance with law, and it is so ordained.

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

**PRESENTED AND PASSED** this 22nd day of April 2014, 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

## Exhibit A

That Section 3.1.F Schedule of Permitted Uses shall be amended to remove Tobacco from land use category and to now be: Book, Stationery, News Stand, Souvenir, Gift & Novelty Shops.

Also that Section 3.1.F Schedule of Permitted Uses shall be amended to include land use category Tobacco Products Store.

| USE   | Zoning Classifications |        |        |        |        |    |   |          |          |          |   |
|---|------------------------|--------|--------|--------|--------|----|---|----------|----------|----------|---|
|   | R-15000                | R-9000 | R-7500 | R-6500 | MD 1-4 | MF | M | S        | L        | H        | I |
| <b>F. RETAIL SALES/TRADE</b>  |                        |        |        |        |        |    |   |          |          |          |   |
| Drug Stores / Pharmacy  |                        |        |        |        |        |    |   |          |          |          |   |
| Book, Stationery, News Stand, <del>Tobacco</del> , Souvenir, Gift & Novelty Shops |                        |        |        |        |        |    |   |          |          |          |   |
| Tobacco Products Store  |                        |        |        |        |        |    |   | <b>S</b> | <b>S</b> | <b>S</b> |   |

Section 3.2.C(7)b. Explanation of Uses and Specific Use Permit Requirements, General Merchandise, Book, Stationery, News Stand, ~~Tobacco~~, Souvenir, Gift and Novelty Shops be amended by the following:

**GENERAL MERCHANDISE**

- b. **BOOK, STATIONERY, NEWS STAND, ~~TOBACCO~~, SOUVENIR, GIFT AND NOVELTY SHOPS** - A business establishment offering for sale articles such as books, stationery, cards, newspapers, magazines, gifts, and other similar items or a combination thereof.

Add a new Section 3.2.C(7)x. Explanation of Uses and Specific Use Permit Requirements, Tobacco Products Store to read:

- x. **Tobacco Products Store.** A retail establishment that includes on premise sales and consumption or sales for off-premise consumption, in whole or in part, to the smoking of tobacco or other substances such as vapor, electronic cigarette, e-cigarette, liquid nicotine, and includes any establishment that allows either the payment of consideration by a customer to the establishment for on-site delivery of tobacco, tobacco accessories or similar substances and products to the customer;

and, the onsite smoking of tobacco or other substances. This definition shall be construed to include establishments known variously as retail tobacco stores, tobacco products shops, hookah cafes, tobacco clubs, tobacco bars, cigar stores and similar establishments, but shall not include an establishment which derives more than fifty (50) percent of its gross revenue from food, beverage, or gasoline fuel sales.

**Minimum Specific Use Permit Conditions** (In addition to a Site Plan and a Public Hearing):

- No additional conditions.

DRAFT

**PLANNING AND ZONING COMMISSION  
MEETING MINUTES OF APRIL 10, 2014**

**DRAFT**

The Commission discussed the application.

**Motion:** Commissioner Henning made a motion to approve Zoning Case Z-250.

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

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

- 3. Zoning Ordinance Amendment Case A-037, public hearing and consideration of a request to amend the City of Bedford Zoning Ordinance, No. 2275, specific to Section 3.1.F RETAIL SALES/TRADE Schedule of Permitted Uses, and Section 3.2 Explanation of Uses and Specific Use Permit Requirements, C. Permitted Uses, for a new Section 3.2.C(7)x, Tobacco Products Store.**

Chairman Reese recognized Jacquelyn Reyff, AICP, Planning Manager, who reviewed Zoning Ordinance Amendment Case A-037.

Chairman Reese recognized William Syblon, Development Director who also addressed questions from the Commission pertaining to this case.

Chairman Reese opened the public hearing at 7:25 PM and there being no one to speak, closed the public hearing at 7:25 PM.

The Commission discussed the application.

**Motion:** Commissioner Hall made a motion to approve Zoning Ordinance Amendment Case A-037.

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

**Ayes:** Commissioners Henning, Stroope, Hall, Austin, Vice Chairman Carlson, Chairman Reese

**Nays:** Commissioner Sinisi

**Abstention:** None

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

**ADJOURNMENT**

Chairman Reese adjourned the Planning and Zoning Commission meeting at 7:29 PM.

---

**Chairman Reese  
Planning and Zoning Commission**

**ATTEST:**

---

**Yolanda Alonso, Planning and Zoning Commission Secretary**



CITY OF  
**BEDFORD**

2000 Forest Ridge Drive - Bedford, TX 76021  
(817)952-2100 [www.bedfordtx.gov](http://www.bedfordtx.gov)

**March 20, 2014**

**PLEASE DELIVER TO:**

**Legal Publications  
Attn: Christine Lopez  
Fort Worth Star-Telegram  
400 West 7<sup>th</sup> Street  
Fort Worth, TX 76102**

**SENT VIA E-MAIL: [clopez@star-telegram.com](mailto:clopez@star-telegram.com) on Thursday, March 20, 2014.**

**FROM:**

**City of Bedford  
Yolanda Alonso, Planning and Zoning**

**Dear Christine,**

**Please publish the following in "Legal Notices" on Sunday, March 23, 2014.**

**MESSAGE:**

**CITY OF BEDFORD  
PUBLIC HEARING**

**The City of Bedford Planning and Zoning Commission will hold a public hearing on the following zoning item on Thursday, April 10, 2014 at 7:00 PM, at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:**

**Zoning Ordinance Amendment A-037, public hearing and consideration of a request to amend the City of Bedford Zoning Ordinance, No. 2275, specific to Section 3.1.F RETAIL SALES/TRADE Schedule of Permitted Uses, and Section 3.2 Explanation of Uses and Specific Use Permit Requirements, C. Permitted Uses, for a new Section 3.2.C(7)x, Tobacco Products Store.**



**The City of Bedford City Council will hold a public hearing on the following zoning item on Tuesday, April 22, 2014 at 6:30 PM, at City Hall, Council Chamber, 2000 Forest Ridge Drive, Bedford, Texas.**

**Zoning Ordinance Amendment A-037, public hearing and consideration of an ordinance to amend the City of Bedford Zoning Ordinance, No. 2275, specific to Section 3.1.F RETAIL SALES/TRADE Schedule of Permitted Uses, and Section 3.2 Explanation of Uses and Specific Use Permit Requirements, C. Permitted Uses, for a new Section 3.2.C(7)x, Tobacco Products Store.**

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



# Council Agenda Background

**PRESENTER:** Jill McAdams, *SPHR*  
Human Resources Director

**DATE:** 04/22/14

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

**ITEM:**

Consider a resolution authorizing the City Manager to close City offices to the public each Veteran's Day in order to provide all City of Bedford employees an In-Service Day of training and development.

**City Attorney Review:** Yes

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

**DISCUSSION:**

Human Resources submitted a supplemental request for an Employee In-Service Training Day during the FY 2013/14 budget process. This supplemental request was approved by the City Council in the adopted budget. As stated in the supplemental request, the Employee In-Service Training Day would occur on a date that is a recognized observed holiday when some businesses close in observation of the holiday, but the City of Bedford does not.

The supplemental request will be built into the Human Resources' base budget going forward; therefore, it will be a reoccurring activity. In order to ensure continuity of customer service and less confusion for the public, staff is recommending that the In-Service Training Day occur during the same holiday each year. The recommended date for the training is in November on Veteran's Day. This date selection will provide staff ample opportunity to communicate the closure to the public through the various public relations/marketing programs that target Bedford's citizenry and the general public.

The program will be structured in a conference style format utilizing several of the City of Bedford's larger facilities. The day will kick-off with a keynote speaker and a general assembly of all employees. The speaker will be a comedian with a wellness-focused act that spotlights ways to relieve stress while teaching employees about the benefits of stress relief on general health. After the keynote, employees will be divided into three groups for the remainder of the training day.

The remainder of the day will consist of a track for general employees that will run with a concurrent track for management and supervisory staff. Both groups will have the same basic topics; however, the supervisory and management group's topics will have a greater emphasis on legal ramifications and internal management accountability. The general employee sessions will be approximately one hour in length and the management and supervisory courses (due to the increased emphasis as cited above) will be approximately two hours in length. Strategic Government Resources, a firm specializing in the training and development of municipal employees, will provide all instructors for the sessions (not to include the general assembly keynote speaker).

This program will be open to all regular full-time and part-time employees on duty with the exception of essential on-duty public safety personnel such as patrol, traffic, detention services, dispatch and fire operations. Animal Control will maintain limited staffing during this time. Off-duty employees are also welcome to attend should they desire; however, they must agree to compensatory time as no overtime will be paid for off-duty participation.

The courses selected for this year's Employee In-Service Training Day are as follows:

**General Employees:**

- Workplace Harassment Prevention
- Extraordinary Customer Service
- Time Management
- Effective Interpersonal Communication

**Management and Supervisory Employees:**

- Managing Employee Performance
- Instilling Customer Service Values
- Hiring the Right People

The budget supplemental request was for \$12,500. The budget breakdown is as follows:

- \$8,500-Strategic Government Resources-Instructors
- \$1,500-Lyndy Phillips-Comedian/Stress Relief/Wellness focus
- \$500-refreshments and coffee
- \$2,000-Training supplies and materials (Master copy of workbooks and handouts are provided for the City to reproduce for participating employees)

Please note that the projected cost of refreshments and training supplies and materials may be less than anticipated.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to close City offices to the public each Veteran's Day in order to provide all City of Bedford employees an In-Service Day of training and development.

**FISCAL IMPACT:**

|                  |          |
|------------------|----------|
| Budget FY 13/14: | \$12,500 |
| Actual Amount:   | \$12,500 |
| Variance:        | \$0      |

**ATTACHMENTS:**

Resolution

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO CLOSE CITY OFFICES TO THE PUBLIC EACH VETERAN'S DAY IN ORDER TO PROVIDE ALL CITY OF BEDFORD EMPLOYEES AN IN-SERVICE DAY OF TRAINING AND DEVELOPMENT.

WHEREAS, the Human Resources Division submitted and received approval of a Supplemental Request during the FY 2013-14 budget process requesting funds in the amount of \$12,500 to host an Employee In-Service Training Day in order to provide all City of Bedford employees with a day of training and development; and,

WHEREAS, the Employee In-Service supplemental request will be built into the Human Resources Division going forward and will therefore be a reoccurring program; and,

WHEREAS, the Employee In-Service Day will take place on a date that is a recognized nationally observed holiday when some businesses close, but the City of Bedford does not; and,

WHEREAS, Veteran's Day is the day that the Employee In-Service Training Day will occur this year and each year thereafter; and,

WHEREAS, the City Council of Bedford, Texas must authorize that the City of Bedford be closed to the public on Veteran's Day in order to allow employees to participate in the Employee In-Service Training Day.

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

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That City facilities will be closed to the public on each Veteran's Day effective in 2014 to allow City employees to participate in the Employee In-Service Training Day.

PRESENTED AND PASSED this 22nd day of April 2014, 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:** James Tindell, Fire Chief

**DATE:** 04/22/14

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

**ITEM:**

Consider a resolution authorizing the City Manager to enter into a contract with Metro Fire Apparatus Specialists, Inc. through the Houston Galveston Area Conglomerate (HGAC), a cooperative purchasing network as per Texas Local Government Code 44-013, Interlocal Cooperative Purchasing Act, for the purchase of one 2014 Crimson Pumper with Spartan 4-door full tilt aluminum cab, aluminum body, single axle and 1500-GPM mid-mounted pump in the amount of \$625,258.

**City Attorney Review:** N/A

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

**DISCUSSION:**

The Fire Department is seeking to purchase one replacement pumper fire apparatus. Under the current replacement plan, pumper trucks are scheduled to be replaced after 15 years of front line service and transferred to the reserve fleet for an additional five years.

In March 2013, a committee of firefighters was selected to assist in the specification, design, and manufacture selection. After eight months of extensive research, the committee ultimately selected the Crimson Pumper. The unit being replaced, Unit 71, will enter reserve status as a fully equipped unit, replacing Unit 11, a 1998 model reserve engine. Unit 11 reserve engine will then be sold at auction. The last pumper apparatus purchased was in December 2011 for Fire Station #2, with a total purchase price of \$560,000, including equipment.

Since the 2011 purchase, there have been federally mandated emissions and National Fire Protection Agency (NFPA) standard changes that have increased production costs. Funds of \$625,258 are included in the sale of the \$2,300,000 "City of Bedford, Texas Public Property Finance Contractual Obligations, Series 2014," dated March 25, 2014. Specifications are available to review in the City Secretary's Office.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Metro Fire Apparatus Specialists, Inc. through the Houston Galveston Area Conglomerate (HGAC), a cooperative purchasing network as per Texas Local Government Code 44-013, Interlocal Cooperative Purchasing Act, for the purchase of one 2014 Crimson Pumper with Spartan 4-door full tilt aluminum cab, aluminum body, single axle and 1500-GPM mid-mounted pump in the amount of \$625,258.

**FISCAL IMPACT:**

PPFCO Series 2014:

\$625,258

**ATTACHMENTS:**

Resolution Proposal

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH METRO FIRE APPARATUS SPECIALISTS, INC. THROUGH THE HOUSTON GALVESTON AREA CONGLOMERATE (HGAC), A COOPERATIVE PURCHASING NETWORK AS PER TEXAS LOCAL GOVERNMENT CODE 44-013, INTERLOCAL COOPERATIVE PURCHASING ACT, FOR THE PURCHASE OF ONE 2014 CRIMSON PUMPER WITH SPARTAN 4-DOOR FULL TILT ALUMINUM CAB, ALUMINUM BODY, SINGLE AXLE AND 1500-GPM MID-MOUNTED PUMP IN THE AMOUNT OF \$625,258.

WHEREAS, the City Council of Bedford, Texas, has determined the need to purchase one 2014 Crimson Pumper with Spartan 4-door full tilt aluminum cab, aluminum body, single axle and 1500-GPM mid-mounted pump; and,

WHEREAS, the City Council of Bedford, Texas, recognizes that the 1998 Sutphen pumper has reached its serviceable life and is in need of replacement.

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

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a contract with Metro Fire Apparatus Specialists, Inc. through the Houston Galveston Area Conglomerate (HGAC) for the purchase of one 2014 Crimson Pumper with Spartan 4-door full tilt aluminum cab, aluminum body, single axle and 1500-GPM mid-mounted pump in the amount of \$625,258.

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

PRESENTED AND PASSED this 22nd day of April 2014, 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



**Apparatus Specialists, Inc.**

6125 Nordling Road / Houston, Texas 77076-4037 / (713) 692-0911 / (713) 692-1591 fax

**PROPOSAL**

Friday, April 11, 2014

Bedford Fire Department  
Chief Richardson  
1816 Bedford Road  
Bedford, TX 76021

The undersigned is prepared to furnish for you, upon an order being placed by you, for final acceptance by Metro Fire Apparatus Specialists, Inc at its office in Houston, Texas the apparatus and equipment herein named and for the following prices:

**One (1) Crimson Fire Pumper on a Spartan Gladiator Chassis and equipment as specified**

**TOTAL \$ 625,258.00**

No State, Federal or local taxes included

The apparatus and equipment are to be supplied and shipped in accordance with the specifications and approvals by the Bedford Fire Department. Delays due to strikes, war or other causes beyond our control not preventing, within **330 calendar days after receipt of order**, and to be delivered to you at:

*Bedford Fire Department  
Bedford, Texas*

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the Bedford Fire Department. The proposal specifications are supplied for construction purposes. Any additions and/or changes to the enclosed specifications shall be generated and/or approved by the Bedford Fire Department, and accepted by Metro Fire Apparatus Specialists, Inc.

Unless accepted within 45 days from this date, Metro Fire Apparatus Specialists, Inc. reserves the right to withdraw this proposal.

TERMS:

By Brian Cudaback  
Brian Cudaback – Apparatus Manager

Payment due upon delivery and acceptance of completed apparatus.

*“The Apparatus Specialists”*



# Council Agenda Background

**PRESENTER:** Bill Cooper  
Deputy Director of Information Services

**DATE:** 04/22/14

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

**ITEM:**

Consider a resolution authorizing the City Manager to purchase replacement public safety laptop computers and related accessories in the amount of \$172,020 through PCS Mobile, a cooperative contract vendor with the Texas Department of Information Resources (DIR).

**City Attorney Review:** Yes

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

**DISCUSSION:**

In 2008, the City purchased public safety laptop computers that operate with the Windows XP PRO platform. Microsoft has announced that on April 8, 2014, they will no longer support this platform, thereby rendering these computers void of any updates and virus protection. Further, due to the lack of Microsoft support, as of April 8, 2014, the XP PRO computers are out of compliance with most hardware and software manufacturers.

The public safety laptops are approximately six years old. Due to their age and amount of wear and tear they receive in the field, the computers are in need of replacement, regardless of the Microsoft support issue.

The public safety laptop computers are utilized by Police, Fire and Municipal Warrant Officers for field reporting and information. The costs associated with the replacement will include new laptop docking stations and external antennas for both the Police and Fire vehicles/apparatus.

Funding will be taken from the General Fund balance as discussed with Council at the March 25, 2014 meeting.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase replacement public safety laptop computers and related accessories in the amount of \$172,020 through PCS Mobile, a cooperative contract vendor with the Texas Department of Information Resources (DIR).

**FISCAL IMPACT:**

General Fund: \$172,020

**ATTACHMENTS:**

Resolution

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE REPLACEMENT PUBLIC SAFETY LAPTOP COMPUTERS AND RELATED ACCESSORIES IN THE AMOUNT OF \$172,020 THROUGH PCS MOBILE, A COOPERATIVE CONTRACT VENDOR WITH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR).

WHEREAS, the City Council of Bedford, Texas has determined the necessity to replace public safety laptop computers, docking stations, and external antennas; and,

WHEREAS, the City Council of Bedford, Texas has determined that to remain responsive to the needs of public safety and in order to be in compliance with state and federal policies, the current Windows XP PRO computers and related accessories must be replaced; and,

WHEREAS, the City Council of Bedford, Texas acknowledges that in order to obtain best pricing and be in compliance with the City's purchasing policy, the laptop computers and related accessories should be purchased through PCS Mobile, a cooperative contract vendor with the Texas Department of Information Resources (DIR).

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

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council authorizes the City Manager to purchase replacement public safety laptop computers and related accessories in the amount of \$172,020, through PCS Mobile, a cooperative contract vendor with the Texas Department of Information Resources (DIR).

SECTION 3. That funding shall come from the General Fund.

PASSED AND APPROVED this 22nd day of April 2014, 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:** Bill Cooper,  
Deputy Director of Information Services

**DATE:** 04/22/14

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

**ITEM:**

Consider a resolution authorizing the City Manager to purchase replacement desktop computers in the amount of \$120,700 through Insight, a cooperative contract vendor with the Texas Department of Information Resources (DIR).

**City Attorney Review:** Yes

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

**DISCUSSION:**

In 2007, the City purchased computers for staff use that operate with the Windows XP PRO platform. Microsoft announced that on April 8, 2014, they will no longer support this platform, thereby rendering these computers void of any updates and virus protection. Due to the lack of Microsoft support, as of April 8, 2014, the XP PRO computers are out of compliance with most hardware and software manufacturers.

The desktop computers are utilized by employees in various departments therefore funding will come from the General Fund balance and the Water Fund balance as discussed with Council at the March 25, 2014 meeting.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase replacement desktop computers in the amount of \$120,700 through Insight, a cooperative contract vendor with the Texas Department of Information Resources (DIR).

**FISCAL IMPACT:**

Total Fiscal Impact - \$120,700 to be paid out of the following funds:

|               |           |
|---------------|-----------|
| General Fund: | \$103,457 |
| Water fund:   | \$ 17,243 |

**ATTACHMENTS:**

Resolution

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE REPLACEMENT DESKTOP COMPUTERS IN THE AMOUNT OF \$120,700 THROUGH INSIGHT, A COOPERATIVE CONTRACT VENDOR WITH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR).

WHEREAS, the City Council of Bedford, Texas has determined the necessity to replace desktop computers; and,

WHEREAS, the City Council of Bedford, Texas has determined the current Windows XP PRO computers must be replaced; and,

WHEREAS, the City Council of Bedford, Texas acknowledges that in order to obtain best pricing and be in compliance with the City's purchasing policy, the desktop computers should be purchased through Insight, a cooperative contract vendor with the Texas Department of Information Resources (DIR).

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

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council authorizes the City Manager to purchase replacement desktop computers in the amount of \$120,700, through Insight, a cooperative contract vendor with the Texas Department of Information Resources (DIR).

SECTION 3. That funding will come from the General Fund and the Water Fund.

PASSED AND APPROVED this 22nd day of April 2014, 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:** Thomas Hoover, P.E.  
Public Works Director

**DATE:** 04/22/14

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

**ITEM:**

Consider a resolution authorizing the City Manager to purchase a 2015 Ford F-550 Crew Cab Bucket Truck in the amount of \$85,212.69 through Sam Pack's Five Star Ford's BuyBoard Cooperative Purchasing Contract.

**City Attorney Review:** No

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

**DISCUSSION:**

On June 12, 2013, staff met with the City Council to discuss purchasing several capital items that were approved in the 2013-2014 budget. A Strategic Planning meeting was held on January 24, 2014 to discuss the items that needed to be replaced including the 1992 bucket truck for traffic signal maintenance.

Public Works' 22 year old bucket truck is only 32 feet at maximum height. This is inadequate as it is unable to reach the video detection equipment and most of the traffic signals. Staff must rely on a private contractor to make repairs at certain traffic signals due to the inadequate height of the bucket's lift. The fact that the truck is over 22 years old is another factor in the need to replace the bucket truck.

The requested vehicle from Sam Pack's Five Star Ford in the amount of \$85,212.69 would replace Unit No. 468, a 1992 Chevy 3500 One Ton gasoline truck with approximately 45,626 miles. The proposed unit is a diesel fueled 2015 F-550 Crew Cab Chassis. After the truck is purchased, additional equipment will need to be added at a total estimated cost not to exceed \$7,000. This would include outriggers (stabilizers) for safety purposes, light bars, an extra lanyard, a modified tool box, bucket cover, crane and a continuous hydraulic rotation bucket.

Two other quotes were received for the purchase of a 2015 Ford F-550 Crew Cab Bucket Truck. Caldwell County Ford-Chevrolet submitted a quote for \$89,874 and Terex Utilities Inc. submitted a quote for \$90,993.

Staff recommends purchasing a 2015 Ford F-550 Crew Cab Bucket Truck in the amount of \$85,212.69 through Sam Pack's Five Star Ford's BuyBoard Cooperative Purchasing Contract. Funding would come from the General Fund balance.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a 2015 Ford F-550 Crew Cab Bucket Truck in the amount of \$85,212.69 through Sam Pack's Five Star Ford's BuyBoard Cooperative Purchasing Contract.

**FISCAL IMPACT:**

|                                   |                    |
|-----------------------------------|--------------------|
| <b>General Fund</b>               |                    |
| <b>Budget:</b>                    | <b>\$92,250.00</b> |
| <b>Sam Pack's Five Star Ford:</b> | <b>\$85,212.69</b> |
| <b>Difference</b>                 | <b>\$7,038</b>     |

**ATTACHMENTS:**

**Resolution**  
**Sam Pack's Five Star Ford Quotation**

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A 2015 FORD F-550 CREW CAB BUCKET TRUCK IN THE AMOUNT \$85,212.69 THROUGH SAM PACK'S FIVE STAR FORD'S BUYBOARD COOPERATIVE PURCHASING CONTRACT.

WHEREAS, the City Council of Bedford, Texas has determined that the purchase of bucket truck is necessary for the health and safety of its citizens; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to protect the vitality of neighborhoods.

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

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council does hereby authorize the City Manager to purchase a 2015 Ford F-550 Crew Cab Bucket Truck in the amount of \$85,212.69 through Sam Pack's Five Star Ford's BuyBoard Cooperative Purchasing Contract.

SECTION 3. That funding will come from the General Fund.

PRESENTED AND PASSED this 22nd day of April, 2014, 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

|   |  |                              |
|---|--|------------------------------|
| <b><u>PRESENTER:</u></b> Mirenda McQuagge-Walden,<br>Managing Director of Community Services  |  | <b><u>DATE:</u></b> 04/22/14 |
| <b>Council Mission Area:</b> Be responsive to the needs of the community.   |  |                              |
| <b><u>ITEM:</u></b><br><br>Consider a resolution authorizing the City Manager to enter into a lease agreement for one year with the DFW Tejanos Organization for the purpose of conducting practices and games at the Stormie Jones soccer fields.<br><br><b>City Attorney Review:</b> Yes<br><br><b>City Manager Review:</b> _____   |  |                              |
| <b><u>DISCUSSION:</u></b><br><br>In 2010, the DFW Tejanos Organization (Club), a select soccer team, requested the use of the game-only soccer fields for their practices and games. Typically, practice sessions are not allowed on game-only fields in order to maintain the condition of the fields. In order to facilitate this request, an agreement was developed between the Club and the City of Bedford which would make the Club responsible for performing the field maintenance in lieu of rental fees. The maintenance includes all of the mowing, chemical application, field marking, and pest control in return for the use of the fields for practices. The Club will also be responsible for the collection of litter after practices and games.<br><br>The agreement has worked extremely well over the past three years and staff, the Club and the Bedford Eules Soccer Association are pleased with the arrangement. Therefore, there are no proposed changes to the agreement. |  |                              |
| <b><u>RECOMMENDATION:</u></b><br><br>Staff recommends the following motion:<br><br>Approval of a resolution authorizing the City Manager to enter into a lease agreement for one year with the DFW Tejanos Organization for the purpose of conducting practices and games at the Stormie Jones soccer fields.   |  |                              |
| <b><u>FISCAL IMPACT:</u></b><br><br>N/A   | <b><u>ATTACHMENTS:</u></b><br><br>Resolution Agreement |                              |

RESOLUTION NO. 14-

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

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

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

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

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a lease agreement for a term of one year with the DFW Tejanos Organization for the purposes of conducting practices and games at the Stormie Jones soccer fields.

SECTION 3. That this resolution shall take effect from and after April 22, 2014.

PRESENTED AND PASSED this 22nd day of April 2014, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

\_\_\_\_\_  
Jim Griffin, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT**, made as of the 22nd day of April, 2014, by and between the City of Bedford, Texas (herein called "Landlord"), and DFW Tejanos Organization, (herein called "Tenant").

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

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

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

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

### **1. GENERAL PROVISIONS**

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

**2. TENANT'S PERSONAL PROPERTY**

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

**3. Alcohol**

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

**4. AFFIRMATIVE COVENANTS OF TENANT**

Tenants covenant that they shall:

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

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

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

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

**5. DAMAGE TO LEASED PREMISES**

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

**6. ALTERATIONS**

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

## 7. Maintenance

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

## 8. INDEMNIFICATION AND INSURANCE RIGHTS

A. Tenant shall indemnify Landlord and its agents, elected officials, officers, and employees and attorneys and save it harmless from and against any and all claims, actions, damages, liability, and expense, including reasonable attorney's fees, in connection with loss of life, personal injury, or damage to property occurring in or about, or arising out of, the Leased Premises, or use thereof, or occasioned wholly or in part by any act, occurrence or commission of Tenant, its agent, subtenants, licenses, contractors, customers or employees. All cost, expenses and reasonable attorney's fees that may be incurred or aid in enforcing the covenants and conditions of the Lease, whether incurred as a result of litigation or otherwise, shall be recovered by the prevailing party from the other party.

B. Tenant shall take out and keep in force during the term hereof, without expense to Landlord with an insurance company, qualified to do business in the State of Texas or other company acceptable to Landlord, comprehensive general Commercial Liability Insurance, in the name of the Tenant and name of Landlord as additional insured against any liability for injury to or death of persons resulting from any occurrence in or about the Lease Premises and for the damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than,

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

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

## 9. LANDLORDS ACCESS TO LEASED PREMISES

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

**10. ASSIGNMENT**

Neither party shall have the right to assign this agreement to any other party without the written consent of the other party, which shall not be unreasonably held.

**11. NOTICES**

All notices, requests, consents and other communications required or permitted under this lease shall be in writing (including telex, facsimile and telegraph communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or overnight courier service, faxed or telecommunicated (with original to follow by overnight commercial courier for delivery on the next business day), or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to the parties as follows:

If to Landlord: City of Bedford, Texas  
Attention: Eric Valdez  
Recreation Manager  
2000 Forest Ridge Drive  
Bedford, Texas 76021-1895

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

**12. VENUE**

Landlord Tenant agrees to venue in Tarrant County, Texas

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2014

Landlord: City of Bedford

By: \_\_\_\_\_  
Beverly Griffith  
City of Bedford

Tenant: DFW Tejanos Organization

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

## **Exhibit "A"**

### **Mowing**

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

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

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

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

### **Other Maintenance**

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

### **Keys**

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

### **Lights**

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

### **Trash**

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

**Restrooms**

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

**All Issues Contact**

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



# Council Agenda Background

**PRESENTER:** Mirinda McQuagge-Walden, Managing Director

**DATE:** 04/22/14

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

**ITEM:**

Consider a resolution approving a License Agreement with Oncor Electric Delivery Company LLC for the Meadow Park Trail Extension.

**City Attorney Review:** Yes

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

**DISCUSSION:**

City staff has been working with Oncor to design a trail extension from Meadow Park through to Forest Ridge Drive that meets their specifications. This effort required several levels of review within the Oncor organization and at least one redesign.

This document serves as formal recognition and permission for the City of Bedford to construct the trail extension as detailed in Exhibit A on land owned by Oncor. The trail will be eight feet wide and Oncor required that it be a minimum of 25 feet from any power pole and a minimum of 20 feet from any right-of-way.

A bid opening to construct the trail extension has been scheduled for April 29. Upon approval of a contractor, the project will take approximately six to eight months to construct.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution to approve a License Agreement with Oncor Electric Delivery Company LLC for the Meadow Park Trail Extension.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Resolution  
License Agreement  
Exhibits

**RESOLUTION NO. 14-**

**A RESOLUTION APPROVING A LICENSE AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY LLC FOR THE MEADOW PARK TRAIL EXTENSION.**

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

**WHEREAS, the City Council of Bedford, Texas desires to construct a trail extension from Meadow Park to Forest Ridge Drive on Oncor Electric Delivery Company LLC's property.**

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

**SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.**

**SECTION 2. That the City Council does hereby authorize the City Manager to execute an License Agreement with Oncor Electric Delivery Company LLC.**

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

**PRESENTED AND PASSED this 22nd day of April 2014, 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, Meadow Park Dr., Section**

This License Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, (“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**  
Park and Recreation Department  
Attn: Mirenda McQuagge-Walden  
2000 Forest Ridge Dr.  
Bedford, TX 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**

\_\_\_\_\_, City Manager

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

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

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

**ONCOR:**

**ONCOR ELECTRIC DELIVERY COMPANY LLC**

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

Jill L. Alvarez  
Attorney-in-Fact

36440-200

#215

Exhibit A

THE STATE OF TEXAS,  
COUNTY OF TARRANT

Know All Men By These Presents:

That Marvin H. Fox, Sr. and wife, Corinne Fox,

of the County of Tarrant, State of Texas for and in consideration of the sum of

TEN AND NO/100 (\$10.00) ----- DOLLARS, and other valuable consideration

to us in hand paid by Texas Power and Light Company, the receipt of which is hereby acknowledged,

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Texas Power and Light Company, a corporation,

of the County of Dallas, State of Texas all that certain tract of land situated in the State of Texas, said property being a part of the Liberty J. Teeters Survey, Abstract No. 1517, Tarrant County, Texas, and being described by metes and bounds as follows:

Beginning at a point in the west line of Bedford-Arlington Road No. 3094, a fence (1955), at a point where the south line of the tract of land conveyed to Marvin H. Fox, Sr. and wife, Corinne Fox, by Ollie E. Hubbs, Lorine Hubbs Nolte and husband, A. E. Nolte, by deed dated July 7, 1947, and recorded in Vol. 1919, page 500, of the deed records of Tarrant County, Texas, intersects same;

THENCE west following along the said south property line, with a fence, 533.19 feet to a point in same for corner;

THENCE N 71° 03' E, 50 feet north of and parallel to the center-line of the Texas Power and Light Company's Liggett-Saginaw Transmission line, 664.9 feet to a point for corner located in the west line of the Bedford-Arlington Road No. 3094;

THENCE S 1° 09' E following along the west line of said Bedford-Arlington Road No. 3094, with a fence 216.0 feet to the place of beginning, and containing 21.600 acres, more or less.

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**

~~we~~ and assigns forever; and we do hereby bind ourselves, our

heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said **Texas Power and Light Company, its**

**successors**

~~we~~ and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness our hand & at Dallas, Texas this 11th day of May, A.D. 19 55

Witness at Request of Grantor:

*Marvin H. Fox, Sr.*  
Marvin H. Fox, Sr.

*Corinne Fox*  
Corinne Fox



THE STATE OF TEXAS,

COUNTY OF Dallas

BEFORE ME,

\_\_\_\_\_, in and for \_\_\_\_\_ County, Texas, on this day personally appeared

known to me to be the person whose name \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_

(L. S.)

THE STATE OF TEXAS,

COUNTY OF \_\_\_\_\_

BEFORE ME,

\_\_\_\_\_, in and for \_\_\_\_\_ County, Texas, on this day personally appeared

\_\_\_\_\_, wife of \_\_\_\_\_

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 \_\_\_\_\_

acknowledged such instrument to be her act and deed, and she 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 \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_

(L. S.)

THE STATE OF TEXAS,

COUNTY OF Dallas

BEFORE ME, Ethel Creek, a

Notary Public

\_\_\_\_\_, in and for Dallas County, Texas, on this day personally appeared

Marvin H. Fox, Sr. and Corinne Fox

\_\_\_\_\_, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Corinne Fox

wife of the said Marvin H. Fox, Sr.

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Corinne Fox

acknowledged such instrument to be her act and deed, and she 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 11th day of May, A.D. 19 55

Ethel Creek (Ethel Creek)  
Notary Public in and for Dallas County  
Texas

THE STATE OF TEXAS,

COUNTY OF TARRANT

I, MELVIN "MEL" FAULK

County Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing dated on the 11 day of May, A.D. 19 55, with its Certificate of Authentication, was filed for record in my office on the MAY 29 day of 1955, A.D. 19 55, at 9:55 o'clock A M., and was duly recorded this JUN 1 day of 1955, A.D. 19 55, at 3:20 o'clock P M., in the Records of said County, in Volume 2867, on pages 271

WITNESS my hand and seal of the County Court of said County, at office in FORT WORTH, TEXAS the day and year last above written.

MELVIN "MEL" FAULK

Clerk County Court TARRANT County, Texas.

(L. S.)

By [Signature], Deputy.

2014

*W. J. Russell*  
No. ~~37553340~~

# WARRANTY DEED

With Single, Joint and Wife's Separate Acknowledgments

FROM

Merrill H. Fox, Sr.

TO

Corinne Fox

Terms Power and Interest Reserved

*Merrill H. Fox, Sr.*  
FILED  
1-19-96  
FILED FOR RECORD

This day of \_\_\_\_\_ AD. 19\_\_

at \_\_\_\_\_

County Clerk

By \_\_\_\_\_ Deputy

AD. 19\_\_

In \_\_\_\_\_ County Record

of \_\_\_\_\_ Book \_\_\_\_\_

Page \_\_\_\_\_

County Clerk

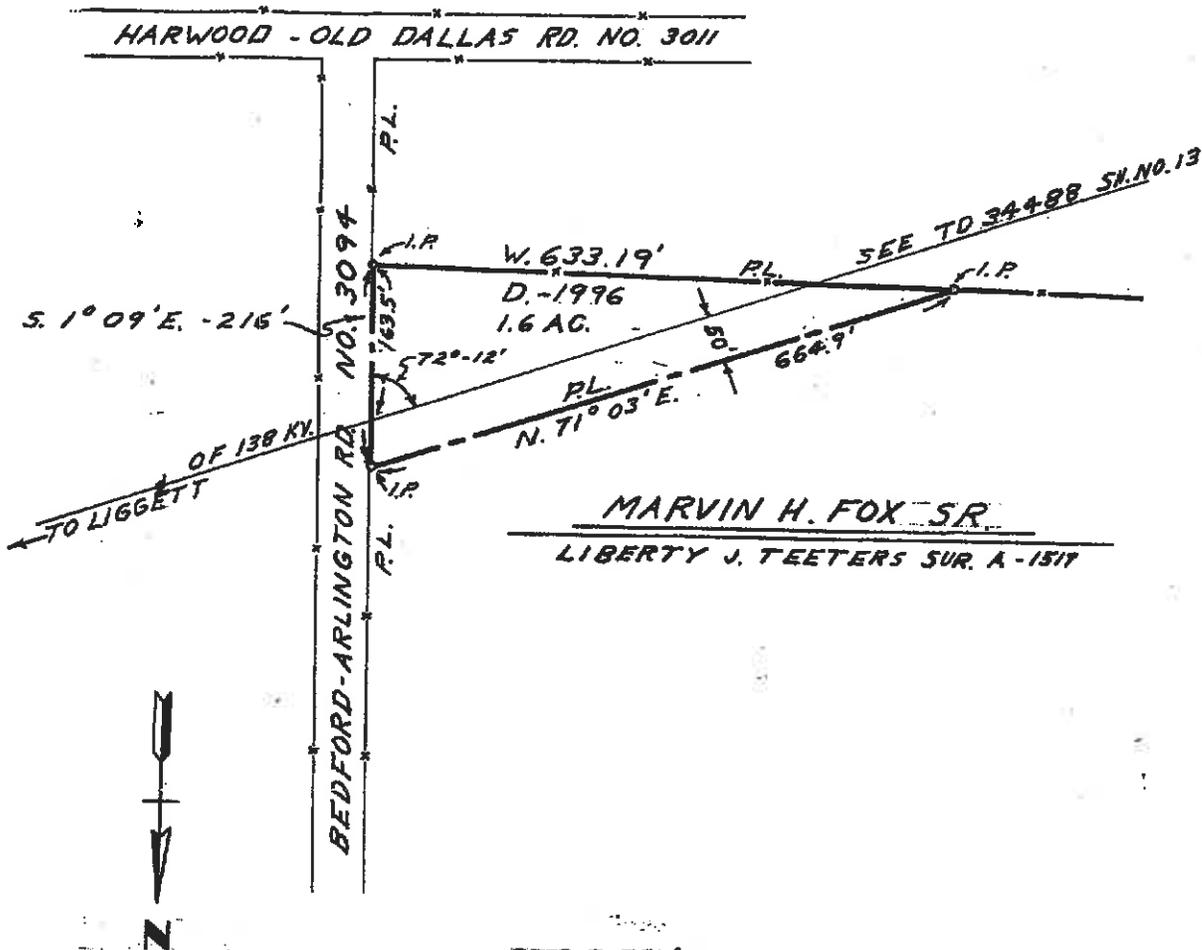
By \_\_\_\_\_ Deputy

Recording Fee \$ \_\_\_\_\_

This Instrument should be filed immediately with the County Clerk for Record.

MARTIN SOUTHWEST CO. Dallas

22



**DEED-D-1996**

All that certain tract of land situated in the State of Texas, said property being a part of the Liberty J. Teeters Survey, Abstract No. 1517, Tarrant County, Texas, and being described by metes and bounds as follows:

Beginning at a point in the west line of Bedford-Arlington Road No. 3094, a fence (1955), at a point where the south line of the tract of land conveyed to Marvin H. Fox, Sr. and wife, Corinne Fox, by Ollie E. Hubbs, Lorine Hubbs Nolte and husband, A. E. Nolte, by deed dated July 7, 1947, and recorded in Vol. 1919, page 500, of the deed records of Tarrant County, Texas, intersects same; THENCE west following along the said south property line, with a fence, 633.19 feet to a point in same for corner; THENCE N 71°03' E, 50 feet north of and parallel to the centerline of the Texas Power and Light Company's Liggett-Saginaw Transmission line, 664.9 feet to a point for corner located in the west line of the Bedford-Arlington Road No. 3094; THENCE S 1°09' E following along the west line of said Bedford-Arlington Road No. 3094, with a fence 216.0 feet to the place of beginning, and containing 1.600 acres, more or less.

|   |   |    |      |      |           |             |
|---|---|----|------|------|-----------|-------------|
| <b>LIGGETT-SAGINAW</b><br>1955 MAPS<br><b>PROPERTY PLAT</b><br>SHOWING TRACT ACQUIRED FROM<br>MARVIN H. FOX SR. |   |    |      |      |           |             |
| TEXAS POWER & LIGHT CO.<br>DALLAS<br>SECT. MAP SCALE: 1"=200' DATE: 7-5-55                                      |   |    |      |      |           |             |
| DR. H.L.B.  | APPROVED  |    |      |      |           |             |
| TR. H.L.B.  | <br><b>J.D. Thomas</b><br>CHIEF ENGINEER |    |      |      |           |             |
| CH. E.D.  |   |    |      |      |           |             |
| CORRECTED   |   |    |      |      |           |             |
| DATE  | REVISION  | BY | CHK. | APP. | APP. DATE | TA<br>34754 |

# ONCOR HIKE AND BIKE TRAIL GUIDELINES

**A SUSTAINABLE COMMUNITY PARTNERSHIP MODEL**

October 26, 2012

**EXHIBIT B**



# Table of Contents

|                                   |   |
|-----------------------------------|---|
| Introduction.....                 | 3 |
| Guiding Principles .....          | 3 |
| Background .....                  | 4 |
| Application/ Process .....        | 4 |
| Hike and Bike Trail Features..... | 5 |
| Landscaping Requirements.....     | 7 |
| Landscape Template .....          | 9 |

## **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, security and electrical clearance requirements 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.
- Utility access route to be shown on plans.
- 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. Typically a minimum of 15 feet is required for vehicular access.
- 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.
- Shade Features – typically located within rest areas, non-conductive, non-climbable, work closely with Oncor on height and ROW location to ensure electrical clearances are met.
- Low Water Crossings - permitted with minimum grade/elevation change.
- Decorative Walls – incorporated within landscaping features, maximum height 5 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.

## Visual Interest Features

Features that promote visual interest such as vegetation, 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 visual interest features are generally acceptable and offer the least interference with ROW access and clearance with electric facilities. The template describes three general zones:

- Structure Zone – includes a 25 foot space surrounding a transmission structure. Typically turf only.
- Sag Zone – includes the middle 40% of the ROW between transmission structures and 10 feet outside the outermost overhead transmission conductor. Grass type plantings only. Visual interest features and other amenities are typically incompatible.
- Visual Interest Zone – features might include approved vegetation, rocks, planting beds, berms and amenities. Typically limited to 5 foot in height.

Other utility facilities within the transmission ROW such distribution lines / poles, substations, utility boxes may exist. Areas within 25' of these facilities should be turf only.

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 outside of planting beds  
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.

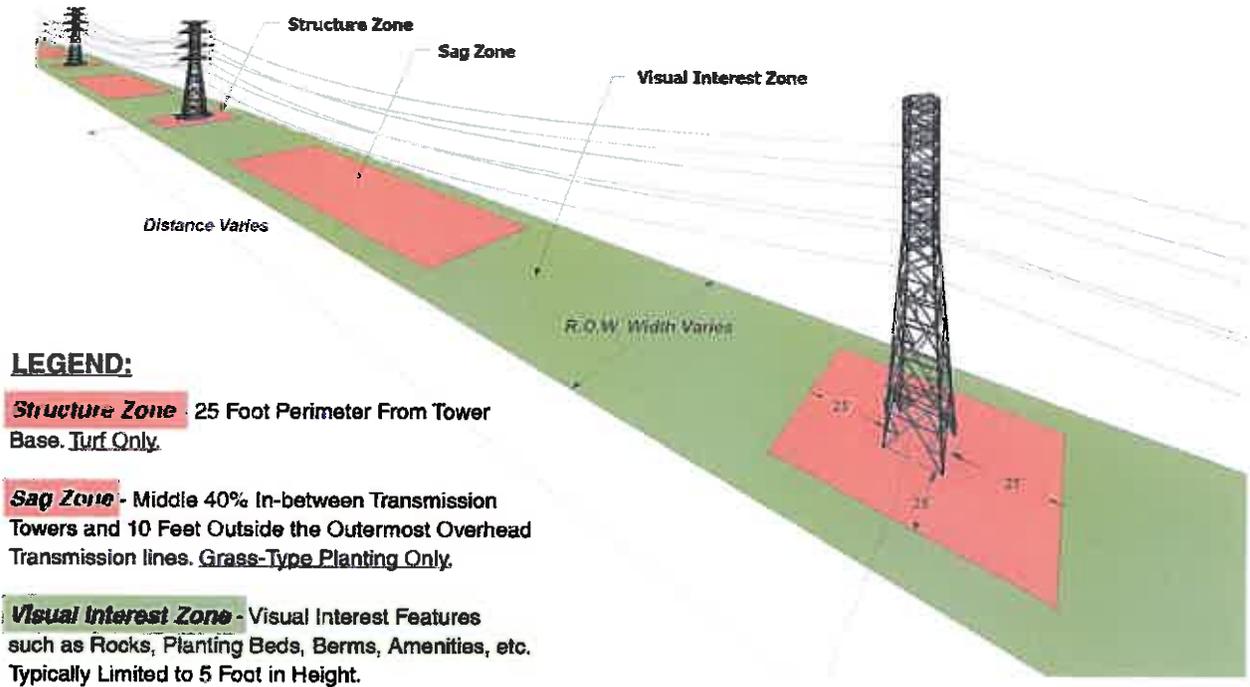
The following Recommended Plant Material List is intended as a guide and does not guarantee that the plants listed will not exceed the maximum height under certain conditions. Licensee will be responsible ensuring that the maximum allowable height of plant material is not exceeded at any time. If, upon 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-*Chrysothamnus nauseosus*
- Rockspray Cotoneaster -*Cotoneaster horizontalis*
- Shrubby Cinquefoil-*Potentilla fruticosa*
- Texas Sage -*Leucophyllum virginicus*
- Three Leaf Sumac-*Rhus trilobata*
- Winter Honeysuckle Bush-*Lonicera fragrantissima*
- Yellow Bird of Paradise-*Caesalpinia gilliesii*

## Landscape Template



### LEGEND:

**Structure Zone** - 25 Foot Perimeter From Tower Base. Turf Only.

**Sag Zone** - Middle 40% In-between Transmission Towers and 10 Feet Outside the Outermost Overhead Transmission lines. Grass-Type Planting Only.

**Visual Interest Zone** - Visual Interest Features such as Rocks, Planting Beds, Berms, Amenities, etc. Typically Limited to 5 Foot in Height.



**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.
24. No fire hydrants or manholes will be permitted within the right-of-way.



# Council Agenda Background

**PRESENTER:** Mirenda McQuagge-Walden, Managing Director

**DATE:** 04/22/14

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

**ITEM:**

Consider a resolution approving an Encroachment on Easement Agreement with Oncor Electric Delivery Company LLC for the Meadow Park Trail Extension.

**City Attorney Review:** Yes

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

**DISCUSSION:**

City staff has been working with Oncor to design a trail extension from Meadow Park through to Forest Ridge Drive that meets their specifications. This effort required several levels of review within the Oncor organization and at least one redesign.

This document serves as formal recognition and permission for the City of Bedford to construct the trail extension, as detailed in Exhibit A on Oncor easements. The trail will be eight feet wide and Oncor required that it be a minimum of 25 feet from any power pole and a minimum of 20 feet from any right-of-way.

A bid opening to construct the trail extension has been scheduled for April 29. Upon approval of a contractor, the project will take approximately six to eight months to construct.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution to approve an Encroachment on Easement Agreement with Oncor Electric Delivery Company LLC for the Meadow Park Trail Extension.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Resolution  
Encroachment on Easement Agreement  
Exhibits

RESOLUTION NO. 14-

A RESOLUTION APPROVING AN ENCROACHMENT ON EASEMENT AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY LLC FOR THE MEADOW PARK TRAIL EXTENSION.

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

WHEREAS, the City Council of Bedford, Texas desires to construct a trail extension from Meadow Park to Forest Ridge Drive in Oncor Electric Delivery Company LLC's easement.

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

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council does hereby authorize the City Manager to execute an Encroachment on Easement Agreement with Oncor Electric Delivery Company LLC.

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

PRESENTED AND PASSED this 22nd day of April 2014, 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 2836, Page 186, Volume 2848, Page 15 and Volume 2848, Page 12 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 ("**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 \_\_\_\_\_, 2014.

**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. 2014.

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

STATE OF TEXAS

§  
§  
§

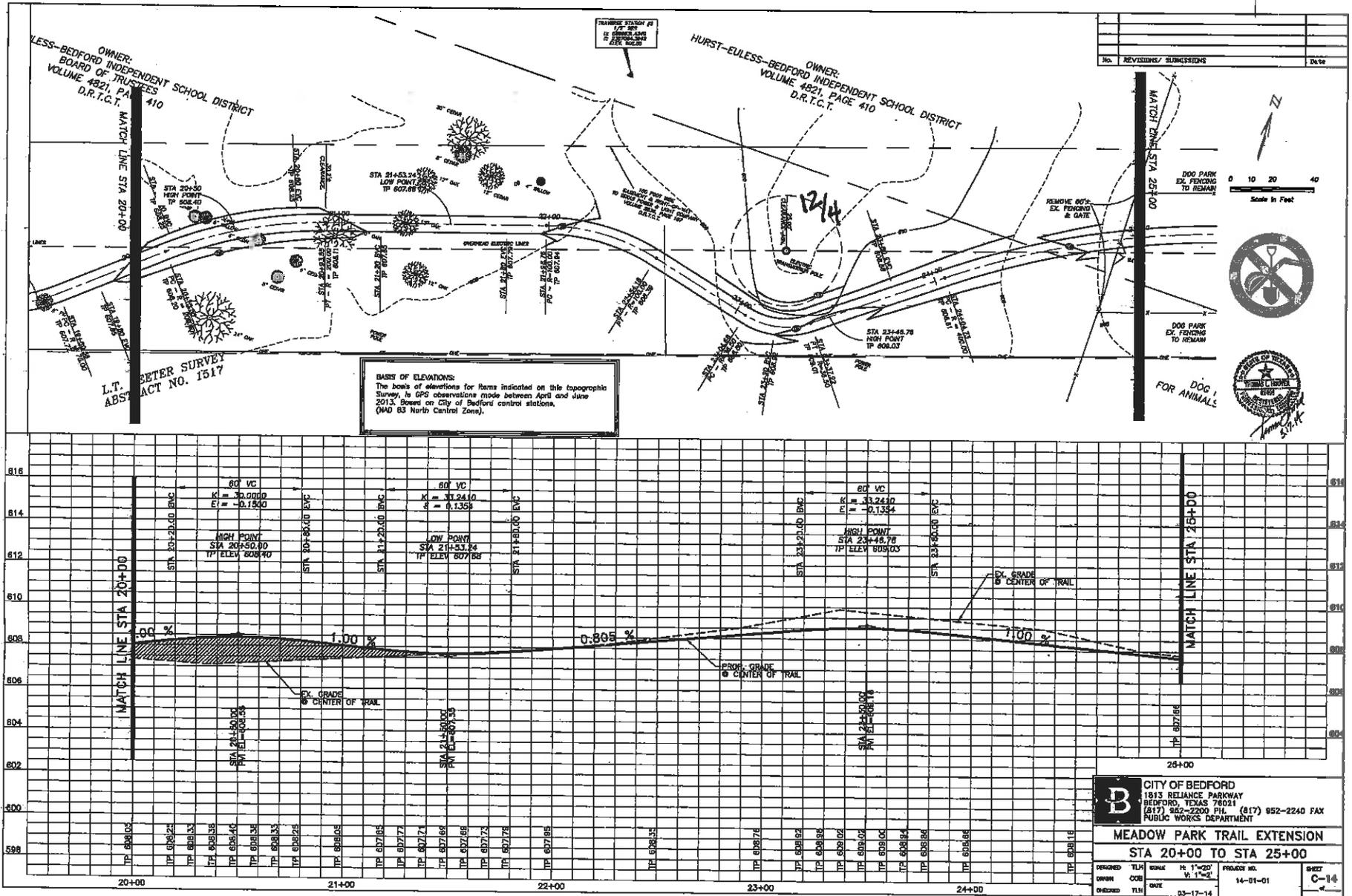
COUNTY OF TARRANT

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. 2014.

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

# 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.