



**Regular Meeting of the Bedford City Council
Tuesday, July 14, 2026 at 6:00 p.m.
Bedford City Hall
2000 Forest Ridge Drive
Bedford, Texas 76021**

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

REGULAR SESSION

CALL TO ORDER/GENERAL COMMENTS

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS (The public is invited to address the Council on any topic. 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 Public Comments 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 Public Comments. Further, Public Comments is limited to a maximum of 3 minutes per speaker.)

CONSIDER APPROVAL OF ITEMS BY CONSENT (Consent items are deemed to need little Council deliberation and will be acted upon as a business item. Any member of the City Council may request that an item be withdrawn from the Consent Agenda and placed before the City Council for full discussion. Approval of the Consent Agenda authorizes the City Manager, or a designee, to implement each item in accordance with staff recommendation.)

1. [Consider approval of the following City Council minutes:](#)
 - a) [June 23, 2026 regular meeting](#)
2. [Consider a resolution authorizing the City Manager or her designee enter into a three-year agreement with two one-year renewal options for the purchase of critical care and EMS equipment from Bound Tree Medical, LLC through a Master Interlocal agreement with the City of Midlothian, Texas for an annual amount of \\$70,000; totaling \\$350,000 if all extensions are exercised.](#)
3. [Consider a resolution authorizing the City Manager or her designee to enter into a contract for the construction of the Veteran's Memorial Plaza with MGS Cortex Construction, Inc. for an amount of \\$193,500, with a contingency of \\$25,000, totaling \\$218,500.](#)

NEW BUSINESS

4. [Consider an ordinance granting to Oncor Electric Delivery Company LLC, its successors and assigns, an electric power franchise to use the present and future streets, alleys, highways, public utility easements, public ways and public property of the City of Bedford, Texas, to construct, extend, maintain and operate electric power lines and facilities; providing for compensation therefor; providing for an effective date and a term of said franchise; providing for written acceptance of this franchise; providing for the repeal of all existing franchise ordinances to Oncor Electric Delivery Company LLC, its predecessors and assigns; providing a severability clause; and finding that the meeting at which this ordinance is passed is open to the public.](#)

5. Discussion and action regarding the appointment of Mayor Pro Tem, Board and Commission Liaisons, as well as Members of Committees, Foundations, and Corporations.

REPORTS

6. **Mayor/Council Member Reports**

7. **City Manager/Staff Reports**

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

(Pursuant to Section 551.071 of the Texas Government Code, the City Council reserves the right to consult in a closed meeting with its attorney and to receive legal advice regarding any item listed on this agenda.)

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: **Wednesday, July 8, 2026 at 5:00 p.m.**, and remained so posted at least 3 business days before said meeting convened.

Michael Wells, City Secretary

(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 citysecretary@bedfordtx.gov. Some requests may take longer due to the nature, extent and/or availability of such auxiliary aids, services or accommodations.)

Date Notice Removed

Pursuant to Sec.551.043(c) Texas Government Code
Fiscal Year 2025-26 Budget and Taxpayer Impact Statement



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 7/14/2026

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) June 23, 2026 regular meeting

DISCUSSION:

N/A

ATTACHMENTS:

[June 23, 2026 regular meeting](#)

Council Minutes June 23, 2026

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Regular Session at 6:00 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 23rd day of June, 2026 with the following members present:

Dan Cogan	Mayor
Joy Donovan Brandon	Councilmembers
Steve Farco	
Rob Gagliardi	
Shelly Lemman	
Amy Sabol	

constituting a quorum.

Mayor Pro Tem Dawkins was absent from the meeting.

Staff present included:

Andrea Roy	City Manager
Mark Long	Assistant City Manager
Bryn Meredith	City Attorney
Michael Wells	City Secretary
Bobby LaPenna	Police Chief
Wes Morrison	Development Director
Brady Olsen	Finance Director
Tino Paredes	Assistant Fire Chief
Maria Redburn	Library Director

REGULAR SESSION

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

CALL TO ORDER/GENERAL COMMENTS

Mayor Cogan called the meeting to order.

INVOCATION

Councilmember Sabol gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledges of Allegiance to the flags of the United States and Texas were given.

PUBLIC COMMENTS

No one signed up to speak during Public Comments.

Council Minutes June 23, 2026

COUNCIL RECOGNITION

- **Employee Service Recognition**

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

Ignacio Diaz de Leon, Police – 5 years of service
Daphne Valasquez, Library - 5 years of service
Jerry Watson, Fire - 30 years of service

- **Proclamation recognizing the month of July 2026 as National Parks and Recreation Month in the City of Bedford.**

Mayor Cogan read a proclamation recognizing the month of July 2026 as National Parks and Recreation Month in the City of Bedford. Recreation Manager Hunter Hardeman accepted the proclamation.

PRESENTATION

- **Strategic Planning Initiatives Update**

City Manager Andrea Roy presented an update on the Strategic Plan. In the focus area of Organizational Excellence, completed initiatives include conducting an asset audit and evaluating the Animal Shelter to determine the best solution. An initiative currently in progress is the creation of a capital asset strategic plan. Ongoing initiatives include evaluating the City's image and prioritizing recruitment and retention efforts with particular attention paid to public safety.

In the focus area of Economic Development, completed initiatives include reviewing all economic development policies and incentives. Initiatives currently in progress include developing economic development zones as part of the City's Comprehensive Plan, initiating and guiding the development of the Bedford Commons and Gateway Village projects, and creating a plan to address large commercial vacancies. Ongoing initiatives include initiating events that attract visitors and support the local economy as well as conducting efforts to increase sales and hotel occupancy tax base.

In the focus area of Transformation and Redevelopment, completed initiatives include developing a strategic redevelopment plan, with special attention to south Bedford. Initiatives currently in progress include updating subdivision regulations, updating the Zoning Ordinance, implement the recently adopted Comprehensive Master Plan, and creating a plan for the Old Bedford School. Ongoing initiatives include strengthening code enforcement, improving infrastructure and City facilities, enhancing the City's image, beautifying public areas, and revitalizing and/or redevelop apartments. An initiative to create and implement a unique Bedford identity is in the initial stages.

In the focus area of Quality of Life, implementation of the Master Parks, Trails, and Bike Plan is currently in progress. Ongoing initiatives include determining the feasibility of an event venue, improving or expanding upon existing events, and celebrating and honoring Bedford's history.

There was discussion on previous efforts to simplify the Strategic Plan and re-examining it by the end of the year.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Council Minutes June 23, 2026

City Manager Andrea Roy presented an overview of items on the Consent Agenda.

Motioned by Councilmember Donovan Brandon, seconded by Councilmember Farco, to approve the following items by consent: 1 and 2.

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

- 1. Consider approval of the following City Council minutes:**
 - a) June 9, 2026 regular meeting**

This item was approved by consent.

- 2. Consider a resolution authorizing the City Manager or her designee enter into a one-year agreement with two one-year renewal options for the Microsoft Enterprise Agreement from SHI Government Solutions, Inc. through a Master Cooperative agreement with the Department of Information Resources (DIR) for an annual amount of \$141,951; totaling \$425,853 if all extensions are exercised.**

This item was approved by consent.

NEW BUSINESS

- 3. Consider a resolution authorizing the City Manager or her designee to enter into an agreement for the purchase of body worn camera, fleet in-car camera, TASER electronic control devices, automated license plate reader systems, and additional hardware and software components from Axon Enterprises through a Master Cooperative agreement with BuyBoard for an amount totaling \$5,323,195.08 to be paid in annual installments over a 120-month program period.**

Police Chief Bobby LaPenna presented information regarding this item. He explained that the proposed agreement is being brought forward due to the expiration of the City's current contracts for TASERs and body-worn cameras, as well as the TASERs exceeding their recommended useful life and would no longer have liability coverage. He also noted that the current plan lacks real-time operations capability.

Chief LaPenna compared the City's existing contracts with the proposed bundled agreement, which includes virtual reality training, real-time operations capability, drone defense, AI report writing, and a technology assurance plan. He explained that the previous decision to purchase items and services individually, rather than a bundled agreement, led to evidence storage issues.

Chief LaPenna stated that the proposed agreement would allow for a comprehensive public safety ecosystem under a single program. He presented an overview of the hardware and the AI-powered software suite as well as a financial analysis showing the bundled agreement would save approximately \$3.1 million, or \$310,000 annually, compared to purchasing the items individually. He reviewed the hardware replacement schedule under the technology assurance plan and discussed the benefits of the equipment on officers and the community.

There was discussion on the AI transcription capability, individual contract line items, the disposition of the current TASERs owned by the City, and potential grant opportunities to offset project costs.

Council Minutes June 23, 2026

In response to questions from Council regarding license plate reader cameras, Chief LaPenna explained that the City would not lose all existing cameras as one of the contracts with the current vendor does not expire until 2029, at which time there would be a net loss of six cameras. He stated that the new cameras would have the same data retention parameters as those currently in place and confirmed that camera data is encrypted and not sold to third parties. There was discussion on the total number of cameras, potential installation locations, and the mobility of the equipment.

In response to further questions from Council, Chief LaPenna stated that Axon has been in business for more than 30 years and is used by 90 percent of law enforcement agencies in Texas. He confirmed that the agreement includes warranties and complete hardware replacement for the length of the contract. He further stated that the school resource officers would also be issued the TASERs. Finance Director Brady Olsen noted that the agreement contains a non-appropriation clause, allowing Council the option to not fund this item in next year's budget.

City Attorney Bryn Meredith explained that the motion did not need to contain the wording "negotiate" despite the language appearing in the posted agenda.

Motioned by Councilmember Gagliardi seconded by Councilmember Farco to approve a resolution authorizing the City Manager or her designee to enter into an agreement for the purchase of body worn camera, fleet in-car camera, TASER electronic control devices, automated license plate reader systems, and additional hardware and software components from Axon Enterprises through a Master Cooperative agreement with BuyBoard for an amount totaling \$5,323,195.08 to be paid in annual installments over a 120-month program period.

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

REPORTS

4. Mayor/Council Member Reports

Mayor Cogan reported on attending the ice cream social event at Carousel Park the previous Friday. He reminded everybody about the upcoming 4thFest, which is the City's most attended event.

Councilmember Donovan Brandon reported on representing Bedford at the North Central Texas Council of Government's general assembly meeting, where Hurst Councilmember Jon McKenzie was elected to their executive board. She stated that Dr. Cullum Clark, a fellow with the Bush Institute and SMU, spoke about immigration from other states, the total population in the region, and property values. She also reported on the University of Oklahoma winning the College World Series.

Councilmember Lemman reported on attending the Juneteenth event the previous Friday and commented that the bands were amazing and that it was a great event.

Councilmember Farco reported that the Animal Shelter has relocated to the temporary facility in Euless and reminded people not to drop off stray dogs at the Bedford location. He also reported on an adoption event held at the Gaylord Texan.

Councilmember Gagliardi reported on officiating a wedding of a friend and his wife.

5. City Manager/Staff Reports

Council Minutes June 23, 2026

No report was given.

EXECUTIVE SESSION

- a) Pursuant to Section 551.071, Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following item:

- a. Economic Development Program Agreement with 6Stones Mission Network.

Council convened into Executive Session pursuant to the above at 7:40 p.m.

Council reconvened from Executive Session at 8:05 p.m.

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

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

ADJOURNMENT

Mayor Cogan adjourned the meeting at 8:05 p.m.

Daniel S. Cogan, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: George Smithwick, EMS Division Chief

DATE: 07/14/26

Council Strategic Focus Area: Quality of Life

ITEM:

Consider a resolution authorizing the City Manager or her designee enter into a three-year agreement with two one-year renewal options for the purchase of critical care and EMS equipment from Bound Tree Medical, LLC through a Master Interlocal agreement with the City of Midlothian, Texas for an annual amount of \$70,000; totaling \$350,000 if all extensions are exercised.

City Attorney Review: N/A **Purchasing Review:** Yes **Budget Review:** Yes
City Manager's Office Review: ✓

BACKGROUND:

The Bedford Fire Department Emergency Medical Services (EMS) program responds to more than 6,000 calls for service annually. These calls for service include heart attacks, strokes, emergency child births, traumatic injuries, and many others. Paramedics must have the appropriate complement of medical supplies to meet the needs of their patients. Expendable medical supplies include items such as IV fluids, bandages, splints, disposable gloves, oxygen, emergency medications, and other items.

State purchasing laws, Local Government Code, Chapter 271.102 authorize local governments to enter into joint contracts and cooperative agreements for the performance of governmental functions normally associated with the operation of government such as purchasing necessary materials and supplies.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager or her designee enter into a three-year agreement with two one-year renewal options for the purchase of critical care and EMS equipment from Bound Tree Medical, LLC through a Master Interlocal agreement with the City of Midlothian, Texas for an annual amount of \$70,000; totaling \$350,000 if all extensions are exercised.

FISCAL IMPACT:

Fire Operating Budget: \$70,000

ATTACHMENTS:

[Resolution](#)

**CITY OF BEDFORD
RESOLUTION NO. 2026-**

A RESOLUTION AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO THREE-YEAR AGREEMENT WITH TWO ONE-YEAR RENEWAL OPTIONS FOR THE PURCHASE OF CRITICAL CARE AND EMS EQUIPMENT FROM BOUND TREE MEDICAL, LLC THROUGH A MASTER INTERLOCAL AGREEMENT WITH THE CITY OF MIDLOTHIAN, TEXAS FOR AN ANNUAL AMOUNT OF \$70,000; TOTALING \$350,000 IF ALL EXTENSIONS ARE EXERCISED.

WHEREAS, the City Council of Bedford, Texas recognizes the importance of the use of Local Government Purchasing Interlocal agreements for critical care and EMS equipment; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these products for day-to-day operations.

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

SECTION 1.

The findings above are found to be true and correct and are incorporated herein in their entirety.

SECTION 2.

The City Council authorizes the City Manager or her designee to enter into three-year agreement with two one-year renewal options for the purchase of critical care and EMS equipment from Bound Tree Medical, LLC through a Master Interlocal agreement with the City of Midlothian, Texas for an annual amount of \$70,000; totaling \$350,000 if all extensions are exercised.

SECTION 3.

Funding will come from the Fire Operating Budget.

PRESENTED AND PASSED this 14th day of July 2026, by a vote of __ ayes, __ nays and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Daniel S. Cogan, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: Mark Long, Assistant City Manager

DATE: 07/14/26

Council Strategic Focus Area: Quality of Life

ITEM:

Consider a resolution authorizing the City Manager or her designee to enter into a contract for the construction of the Veteran's Memorial Plaza with MGS Cortex Construction, Inc. for an amount of \$193,500, with a contingency of \$25,000, totaling \$218,500.

City Attorney Review: N/A **Purchasing Review:** Yes **Budget Review:** Yes
City Manager's Office Review: ✓

BACKGROUND:

The City is seeking to enhance and expand the existing park amenities through the construction of a new Veteran's Memorial Plaza. The project will create a dedicated space to honor and recognize the service and sacrifice of military veterans while providing residents and visitors with a meaningful gathering place for reflection, education, and community events.

The project includes demolition of select existing park improvements, installation of new pedestrian trails and paved areas, construction of memorial features including commemorative walls, plaques, seating areas, and flagpoles, as well as associated site improvements necessary to support the plaza. Upon completion, the Veteran's Memorial Plaza will serve as a lasting tribute to veterans and a valued community asset within the park system.

Notice of bid #2026-16 was advertised and distributed to 58 vendors. Ten responses were received as shown on the attached tabulation. Responses were scored for the best value, with MGS Cortex Construction receiving the highest score. Staff recommends awarding the contract to MSG Cortex Construction, Inc.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager or her designee to enter into a contract for the construction of the Veteran's Memorial Plaza with MGS Cortex Construction, Inc. for an amount of \$193,500, with a contingency of \$25,000, totaling \$218,500.

FISCAL IMPACT:

Series 2019 G.O. Taxable Bonds: \$218,500

ATTACHMENTS:

[Resolution](#)
[Tabulation and Scorecard](#)

**CITY OF BEDFORD, TEXAS
RESOLUTION NO. 2026-**

A RESOLUTION AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO A CONTRACT FOR THE CONSTRUCTION OF THE VETERAN'S MEMORIAL PLAZA WITH MGS CORTEX CONSTRUCTION, INC. FOR AN AMOUNT OF \$193,500, WITH A CONTINGENCY OF \$25,000, TOTALING \$218,500.

WHEREAS, the City Council of Bedford, Texas recognizes the project will enhance the existing park by improving accessibility, pedestrian connectivity, and public amenities through the addition of new trails, paving, seating areas, and landscaped gathering spaces; and,

WHEREAS, the City Council of Bedford, Texas recognizes The Veterans Memorial Plaza will create a meaningful community destination that enriches the quality of life for residents and visitors while demonstrating the City's ongoing commitment to honoring military service and preserving community heritage.

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

SECTION 1.

The findings above are found to be true and correct and are incorporated herein in their entirety.

SECTION 2.

The City Council hereby authorizes the City Manager or her designee to enter into a contract for the construction of the Veteran's Memorial Plaza with MGS Cortex Construction, Inc. for an amount of \$193,500, with a contingency of \$25,000, totaling \$218,500.

SECTION 3.

Funding will come from the Series 2019 G.O. Taxable Bonds.

PRESENTED AND PASSED this 14th day of July 2026, by a vote of __ ayes, __ nays, and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Daniel S. Cogan, Mayor

ATTEST:

Michael Wells, City Secretary

VETERAN'S MEMORIAL

RFP # 2026-16

TABULATION

City of Bedford		
Bid Tabulation Sheet		
Veteran's Memorial		
RFB NO. 2026-16		
DATE: June 11, 2026 TIME: 2:00 PM		
Bidder	Base Bid	Const. days
C Green Scaping	\$328,801	
Cortex Construction	\$218,500	
Fast General Contracting	\$249,748	
Hawk Builders	\$311,742	
MHB Construction	\$276,889	
North Rock Construction	\$253,496	
Northstar Construction	\$311,439	
Ratliff Hardscape	\$255,900	
RLM EarthCo	\$377,204	
Tegrity Contractors	\$297,778	

SCORECARD

RFB No. 2026-16											
Criteria		C Green Scaping		Cortex Construction		Fast General		Hawk Builders		MHB Construction	
		Score	Total	Score	Total	Score	Total	Score	Total	Score	Total
Price	35.00		22.86		35.00		30.22		24.20		27.67
Qualification & Experience	25.00	8.33	20.83	8.33	20.83	7.33	18.33	6.33	15.83	7.33	18.33
Project Methodolgy	15.00	3.67	11.00	4.00	12.00	4.00	12.00	3.67	11.00	3.67	11.00
Past Performance	10.00	3.67	7.33	2.67	5.33	3.00	6.00	3.00	6.00	2.67	5.33
Schedule & Responsiveness	10.00	2.67	5.33	2.67	5.33	2.67	5.33	2.67	5.33	2.67	5.33
References	5.00	4.83	4.83	4.67	4.67	4.50	4.50	4.92	4.92	0.00	0.00
	TOTAL:		72.19		83.17		76.39		67.28		67.67

RFB No. 2026-16											
Criteria		North Rock		Northstar		Ratliff Hardscape		RLM EarthCo		Tegrity Contractors	
		Score	Total	Score	Total	Score	Total	Score	Total	Score	Total
Price	35.00		29.39		24.27		29.65		20.31		25.06
Qualification & Experience	25.00	6.67	16.67	8.33	20.83	7.33	18.33	7.33	18.33	8.33	20.83
Project Methodolgy	15.00	4.33	13.00	4.00	12.00	3.67	11.00	3.67	11.00	3.67	11.00
Past Performance	10.00	4.00	8.00	3.67	7.33	3.67	7.33	3.67	7.33	3.67	7.33
Schedule & Responsiveness	10.00	4.00	8.00	2.67	5.33	2.67	5.33	2.67	5.33	2.67	5.33
References	5.00	4.42	4.42	4.67	4.67	0.00	0.00	4.89	4.89	4.50	4.50
	TOTAL:		79.47		74.44		71.65		67.20		74.06



Council Agenda Background

PRESENTER: Andrea Roy, City Manager

DATE: 07/14/26

Council Strategic Focus Area: Quality of Life

ITEM:

Consider an ordinance granting to Oncor Electric Delivery Company LLC, it's successors and assigns, an electric power franchise to use the present and future streets, alleys, highways, public utility easements, public ways and public property of the City of Bedford, Texas, to construct, extend, maintain and operate electric power lines and facilities; providing for compensation therefore; providing for an effective date and a term of said franchise; providing for written acceptance of this franchise; providing for the repeal of all existing franchise ordinances to Oncor Electric Delivery Company LLC, its predecessors and assigns; providing a severability clause; and finding that the meeting at which this ordinance is passed is open to the public.

City Attorney Review: Yes **Purchasing Review:** N/A **Budget Review:** N/A
City Manager's Office Review: ✓

BACKGROUND:

The subject franchise agreement will replace the prior franchise agreement, which was last approved by Bedford City Council on February 27, 2007, by Ordinance No. 07-2844. The City's previous electric franchise agreement with Oncor expired on January 31, 2017, and since that time, the City and Oncor have continued operating under a holdover franchise arrangement, whereby both parties have continued to honor the terms and conditions of the expired agreement.

The purpose of the franchise agreement is to establish the terms under which Oncor may use the City's public rights-of-way to provide electric service to Bedford residents and businesses, while compensating the City for that use.

The subject franchise agreement does the following:

- Grants Oncor the continued right to use the City's public rights-of-way for the construction, operation, maintenance, and replacement of its electric distribution facilities.
- Preserves the City's authority to regulate the use of public rights-of-way through reasonable permitting, safety, and restoration requirements.
- Requires Oncor to restore public property to its previous condition following construction or maintenance activities.
- Establishes the franchise fee structure and payment requirements to compensate the City for the use of its public rights-of-way.
- Allocates responsibility for the relocation of utility facilities associated with public improvement projects.
- Requires Oncor to maintain specified insurance coverage and indemnify the City for claims arising from its operations.
- Provides the City with the right to audit franchise fee payments to ensure compliance with the agreement.
- Establishes procedures for addressing defaults, resolving disputes, and enforcing the terms of the agreement.
- Establishes a 20-year franchise term through July 31, 2046, with automatic six-month extensions thereafter unless terminated by either party.

The subject proposed franchise agreement is generally an update to the prior agreement, clarifying many points and making conditions and responsibilities easier to understand, removing obsolete provisions, strengthening Oncor's reporting requirements to the City, adjusting dates accordingly, and incorporating compensation provisions that were previously agreed to in separate outside documents (these are now included in this agreement).

The proposed franchise agreement largely maintains the compensation methodology established under the 2007 franchise agreement. Compensation to the City consists primarily of a franchise fee calculated using the negotiated franchise fee factor of 0.003044, which is applied to the kilowatt-hours of electricity delivered to retail customers within the City. The agreement also provides for an additional payment equal to four percent (4%) of Oncor's revenues from specified discretionary service charges provided within the City.

Bedford's subject franchise fee and discretionary service charges are consistent with other Oncor-served municipalities. This factor originated under the Texas Public Utility Regulatory Act (PURA) when electric deregulation occurred in the early 2000s. A few years later, in 2006, Bedford's franchise fee factor (0.003044) was established as part of a broader settlement between Oncor and many Texas cities, not a one-off negotiation unique to Bedford.

Lastly, the agreement contains a Favored Nations clause that would allow Bedford to seek similar treatment if Oncor granted another municipality a more favorable fee methodology.

Currently, the franchise agreement generates approximately \$1.5 million annually to the City.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance granting to Oncor Electric Delivery Company LLC, it's successors and assigns, an electric power franchise to use the present and future streets, alleys, highways, public utility easements, public ways and public property of the City of Bedford, Texas, to construct, extend, maintain and operate electric power lines and facilities; providing for compensation therefore; providing for an effective date and a term of said franchise; providing for written acceptance of this franchise; providing for the repeal of all existing franchise ordinances to Oncor Electric Delivery Company LLC, its predecessors and assigns; providing a severability clause; and finding that the meeting at which this ordinance is passed is open to the public.

FISCAL IMPACT:

No change.

ATTACHMENTS:

[Ordinance](#)
[Oncor Franchise Agreement](#)

**CITY OF BEDFORD, TEXAS
ORDINANCE NO. 2026-**

AN ORDINANCE GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF BEDFORD, TEXAS, TO CONSTRUCT, EXTEND, MAINTAIN AND OPERATE ELECTRIC POWER LINES AND FACILITIES; PROVIDING FOR COMPENSATION THEREFOR; PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE; PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE; PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS PREDECESSORS AND ASSIGNS; PROVIDING A SEVERABILITY CLAUSE; AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC.

WHEREAS, the City of Bedford, Texas ("City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the City and Oncor Electric Delivery Company, LLC ("Company") previously entered into a franchise agreement, which expired on January 31, 2017; and,

WHEREAS, the parties desire to enter into this Franchise agreement ("Franchise" or "Ordinance") for the provision of electric services within the City.

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

SECTION 1. GRANT OF AUTHORITY

A. There is hereby granted to Company the right, privilege, and franchise to construct, extend, maintain, and operate in, along, under and across the present and future streets, alleys, highways, and easements held by the City to which the City holds the property rights with regard to use for utilities, public ways and other public property ("Public Rights-of-Way" or "Rights-of-Way") of the City electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines, telephone and communication lines, and other structures for Company's own use (herein called "Facilities" or "System") for the purpose of delivering electricity to the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof, for the term set out in Section 14.

B. The provisions set forth in this Ordinance represent the terms and conditions under which Company shall construct, operate, and maintain the System within the Public Rights-of-Way of the City. In granting this Franchise, the City does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of the City's Charter or present or future ordinances of the City, except as may be expressly set out herein. Company also retains all of its lawful authority and rights under the Public Utility Regulatory Act ("PURA") and any other applicable federal, state, and local laws, rules, and regulations. Not included in this Franchise are any Facilities, including any equipment attached in any way to Company's Facilities, whether owned by the Company or not, that provide data delivery, cable service, telephone service, or any other service or product not required by

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Company for, or necessary for the support of, the transmittal and delivery of electricity.

C. This Franchise does not grant to the Company the right, privilege, or authority to engage in any other activities within the City other than as specified in this Franchise.

SECTION 2. USE OF PUBLIC RIGHTS-OF-WAY

A. Poles, towers and other structures shall be so erected as not to unreasonably interfere with traffic over streets, alleys and highways.

B. Company shall obtain a permit from the City for all excavations of the Public Rights-of-Way (if required by City ordinance), except in cases of (i) emergency conditions; (ii) routine maintenance and repair of Facilities that do not involve any of the following: (a) cutting or breaking of pavement; (b) closure of traffic lane for longer than 24 hours; (c) boring; or (d) excavation greater than 100 cubic feet; (iii) connection of real property to a utility service on the same side of the Public Rights-of-Way if connection does not require a pavement cut in the Public Rights-of-Way; (iv) replacement of a single damaged pole and associated work within a ten (10) foot radius of the damaged pole; or (v) installation of aerial lines on less than eleven (11) existing poles or installation of aerial lines on less than eleven (11) new poles. Company shall construct its Facilities in conformance with the applicable provisions of the National Electrical Safety Code.

C. City shall have the ability at any time to require Company to repair, remove, or abate any distribution pole, wire, cable, or other distribution structure that is determined to be unnecessarily dangerous to life or property. After receipt of notice, Company shall either cure said dangerous condition within a reasonable time, or provide City with facts or arguments in refuting or defending its position that said condition is not a condition that is unnecessarily dangerous to life or property. Either party may request review of the matter by any court or regulatory agency having jurisdiction.

D. Company's property and operations within the Public Rights-of-Way of the City shall be subject to such reasonable laws, rules, and regulations of the City as may be authorized by applicable law from time to time for the protection of the general public. The City shall endeavor to provide Company with reasonable notice and opportunity to review and comment upon any new or revised City laws, rules, or regulations that impact Company's use of the Public Rights-of-Way, but the failure to do so shall not affect the applicability of such laws, rules, or regulations to Company. This Franchise shall in no way affect or impair the rights, obligations, or remedies of the parties under PURA, or other state or federal laws, rules, or regulations. Nothing herein shall be deemed a waiver, release, or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party.

E. The location of Company's Facilities in the Public Rights-of-Way shall be subject to approval by the City Administrator or the City Administrator's designated representative (the "Administrator") prior to construction; provided however, said approval shall not be unreasonably withheld. This approval will be obtained through the City's permitting process (if required by City Ordinance). In the event of a conflict between the location of the proposed Facilities of Company and the locations of the facilities of City or other authorized Public Rights-of-Way users that exist, the Manager shall resolve the conflict and determine the location of the respective Facilities within the City's Public Rights-of-Way, subject to Company's right to request review of the matter by any court or regulatory agency having jurisdiction. To avoid a Facilities location conflict, the Manager will designate a reasonable alternate location within the City's Public Rights-of-Way for Company's Facilities if a reasonable alternate location exists. In determining the location of

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Company's Facilities within the City, Company shall not interfere with then existing or planned (assuming City notifies Company in writing of the planned structures, equipment, and facilities prior to Company installing its facilities in the applicable area) above-ground and underground structures, equipment and facilities of the City, or then existing facilities of other utility franchisees (which have received a franchise from the City), and other persons (whether a natural person or business entity of any kind) who have received the City's consent to place and locate equipment or facilities within the Public Rights-of-Way.

F. At the Company's expense, the Company shall restore all work within the City Public Rights-of-Way, to a condition equally as good as it was immediately prior to being disturbed by Company's construction, excavation, repair, or removal or to a condition agreed upon by City and Company. If City or Company believe that there are extenuating circumstances that do not allow for restoration of all work within the City Rights-of-Way to a condition equally as good as it was immediately prior to being disturbed by Company, City and Company will negotiate an alternative restoration plan (in writing) to remedy the situation. Absent an agreement to an alternative restoration plan, either party has a right to request review of the matter by any court or regulatory agency having jurisdiction.

G. Company shall provide complete information regarding the location of current and future overhead and underground wires and poles within the Public Rights-of-Way of the City. Reproducible copies of available maps showing the location of all overhead and underground wires and poles within the Public Rights-of-Way shall be furnished to the City Manager at no expense to the City.

SECTION 3. RELOCATION AND ABANDONMENT

The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater, and other pipe lines, cables, and conduits, or other improvements, and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Company. The City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines (or in the case of utility line owned by Company, to require that change by Company), storm sewers, drainage basins, drainage ditches, and the like. City shall provide Company with at least thirty (30) days' notice when requesting Company to relocate Facilities and shall specify a new location for such Facilities along the Public Rights-of-Way. Company shall, except in cases of emergency conditions or work incidental in nature, obtain a permit, if required by City ordinance, prior to performing work in the Public Rights-of-Way, except in no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way, despite the City's enactment of any ordinance providing the contrary. Company shall construct its Facilities in conformance with the applicable provisions of the National Electrical Safety Code. Upon reasonable request by the City, Company shall provide information to the City and discuss Company's performance of its obligations and responsibilities under this Franchise. City-requested relocations of Company Facilities in the Public Rights-of-Way shall be at the Company's expense; provided however, if the City is the end use Retail Customer (customer who purchases electric power or energy and ultimately consumes it) requesting the removal or relocation of Company Facilities for its own benefit, or the project requiring the relocation is solely aesthetic/beautification in nature, it will be at the total expense of the City. Provided further, if the relocation request includes, or is for, the Company to relocate above-ground facilities to an underground location, City shall be fully responsible for the additional cost of placing the facilities underground.

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If any other corporation or person (other than City) requests Company to relocate Company Facilities located in City Rights-of-Ways, the Company shall not be bound to make such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse the Company for any costs, loss, or expense that will be caused by, or arises out of such change, alteration, or relocation of Company's Facilities. City may not request the Company to pay for any relocation that has already been requested, and paid for, by any entity other than City.

If City abandons any Public Rights-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 4. INDEMNIFICATION

A. In consideration of the granting of this Franchise, Company shall, at its sole cost and expense, indemnify and hold the City, and its past and present officers, agents and employees harmless against any and all liability arising from suits, actions or claims regarding injury or death to any person or persons, or damages to any property arising out of or occasioned by the intentional and/or negligent acts or omissions of Company or any of its officers, agents, or employees in connection with Company's construction, maintenance and operation of Company's Facilities in the City Public Rights-of-Way, including any court costs, reasonable expenses and reasonable defenses thereof.

B. This indemnity shall only apply to the extent that the loss, damage, death or injury is attributable to the negligent or wrongful act or omission of the Company or its officers, agents or employees, and does not apply to the extent such loss, damage, death or injury is attributable to the negligent or wrongful act or omission of the City or the City's officers, agents, or employees or any other person or entity. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of Company and the City.

C. In the event of joint and concurrent negligence or fault of both Company and the City, responsibility and indemnity, if any, shall be apportioned comparatively between the City and Company in accordance with the laws of the state of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both Company and the City, responsibility for all costs of defense shall be apportioned between the City and Company based upon the comparative fault of each.

D. In fulfilling its obligation to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably

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withheld. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Franchise. If Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all reasonable defense costs incurred by City, except as otherwise provided in section 4.B. and 4.C.

SECTION 5. LIABILITY INSURANCE

Throughout the term of this Franchise, Company shall, at its sole cost and expense, obtain; maintain, or cause to be maintained; and provide insurance in the amounts, types, and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

A. Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:

- (1) Products/completed operations to be maintained for the warranty period;
- (2) Personal and advertising injury;
- (3) Contractual liability; and
- (4) Explosion, collapse, or underground (XCU) hazards.

B. Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired and non-owned automobiles.

C. Workers compensation and employers liability coverage. Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease Coverage B employers' liability are required. Company must provide the City with a waiver of subrogation for worker's compensation claims.

D. Company must name the City, which includes all authorities, commissions, divisions, and departments, as well as all employees and elected and appointed officials, agents, and volunteers, as an additional insured under the coverage required herein, except Worker's Compensation Coverage. The certificate of insurance must state that the City is an additional insured.

E. Company will require its contractors and subcontractors to maintain, at their sole cost and expense, a minimum of three million dollars (\$3,000,000) each occurrence or each accident general liability and automobile liability throughout the course of work performed. Also, contractors and subcontractors will be required to maintain statutory workers' compensation benefits in accordance with the regulations of the State of Texas or state of jurisdiction as applicable. The minimum limits for employers' liability insurance will be five hundred thousand dollars (\$500,000) bodily injury each accident; five hundred thousand dollars (\$500,000) each employee bodily injury by disease; and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease.

The Company will provide proof of its insurance in accordance with this Franchise within thirty (30) days of the effective date of the Franchise, as defined by Section 10 herein, and annually

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thereafter. Company will not be required to furnish separate proof when applying for permits.

SECTION 6. NON-EXCLUSIVE USE

This Franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation. Any Franchise granted by the City to any other person, firm, or corporation shall not unreasonably interfere with this Franchise.

SECTION 7. COMPENSATION TO THE CITY

In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character that the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes that the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

A. A final quarterly payment was made on or before May 1, 2026 for the basis period of January 1, 2026 through March 31, 2026 and the privilege period of February 1, 2027 through April 30, 2027 in accordance with the provisions in the previous franchise.

B. As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for the City in 2002 was 0.002899 (the "Base Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries for determining franchise payments going forward.

Due to a 2006 agreement between Company and City the franchise fee factor was increased to a franchise fee factor of 0.003044 (the "Current Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries on a quarterly basis.

However, consistent with the 2006 agreement, should the Public Utility Commission of Texas at any time disallow Company's recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.002899 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.

Company shall make quarterly payments as follows:

Payment Due Date	Basis Period	Privilege Period(Following Pmt)
August 1	Apr. 1 - Jun. 30	May 1 - Jul. 31
November 1	Jul.1 - Sept. 30	Aug.1 - Oct. 31
February 1	Oct. 1 - Dec. 31	Nov. 1 – Jan. 31
May 1	Jan. 1 - Mar. 31	Feb. 1 - Apr. 30

1. The first payment hereunder shall be due and payable on or before August 1, 2026 and will cover the basis period of April 1, 2026 through June 30, 2026 and the privilege

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period of May 1, 2027 through July 31, 2027. If this Franchise is not effective prior to the first quarterly payment date, Company will pay any payments due within 30 days of the effective date of this Franchise. The final payment under this Franchise is due on or before August 1, 2045 and covers the basis period of April 1, 2045 through June 30, 2045 and the privilege period of May 1, 2046 through July 31, 2046; and

2. After the final payment date of August 1, 2045, Company may continue to make additional quarterly payments in accordance with the above schedule. City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this Franchise and that such continued payments will be recognized in any subsequent franchise as full payment for the relevant quarterly periods.

C. A sum equal to four percent (4%) of gross revenues received by Company from services identified as DD1 through DD24 in Section 6.1.2 "Discretionary Service Charges," in Oncor's Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Company will, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company's current approved Tariff.

1. The franchise fee amounts based on "Discretionary Service Charges" shall be calculated on an annual calendar year basis, i.e. from January 1 through December 31 of each calendar year.
2. The franchise fee amounts that are due based on "Discretionary Service Charges" shall be paid at least once annually on or before April 30 each year based on the total "Discretionary Service Charges", as set out in Section 7.C., received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2027 and will be based on the calendar year January 1 through December 31, 2026. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2047, and will be based on the calendar month of January 1, 2046, through July 31, 2046.
3. Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
4. City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.
5. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
6. In the event of a regulatory disallowance of the recovery of the franchise fees on the

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Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.

D. The Parties agree:

1. With each payment of compensation required by this Section, Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, providing the total kWh delivered by Company to each retail customer's point of delivery within the City and the amount of payment for the period covered by the payment.
2. With each payment of compensation required in this Section, Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, reflecting the total amount of gross revenues received by Company from services identified in its "Tariff for Retail Delivery Service," Section 6.1.2, "Discretionary Service Charges," Items DD1 through DD24.
3. If either party discovers that Company has failed to pay the entire or correct amount of compensation due under this Section, the correct amount shall be determined by mutual written agreement between the City and Company and the City shall be paid by Company within thirty (30) calendar days of such determination. Any overpayment to the City through error or otherwise will, at the sole option of the City, either be refunded to Company by the City within thirty (30) days of such determination or offset against the next payment due from Company. Acceptance by either party of any payment due under this Section shall not be deemed to be a waiver by either party of any claim of breach of this Franchise, nor shall the acceptance by either party of any such payments preclude either party from later establishing that a larger amount was actually due or from collecting any balance due. Nothing in this Section shall be deemed a waiver by either party of its rights under law or equity.
4. Any late or delinquent payments due the City by Company under this Franchise shall accrue interest. Interest on late or delinquent payments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in accordance with the Texas Utilities Code, Section 183.003, as amended for the time period involved.

SECTION 8. FAVORED NATIONS

This Section applies only if, after the effective date of this Franchise, Company enters into a new municipal franchise agreement or renews an existing municipal franchise agreement with another municipality that provides for a different method of calculation of franchise fees for use of the Public Rights-of-Way than the calculation under PURA, Section 33.008(b), which, if applied to the City, would result in a greater amount of franchise fees owed the City than under this Franchise agreement. In the event of an occurrence as described in this Section, City shall have the option to:

- A. Have Company select, within thirty (30) days of the City's request, any or all portions of the franchise agreement with the other municipality or comparable provisions that, at Company's sole discretion, must be considered in conjunction with the different method of the calculation of franchise fees included in that other franchise agreement; and

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B. Modify this Franchise to include both the different method of calculation of franchise fee found in the franchise agreement with the other municipality and all of the other provisions identified by Company pursuant to Subsection 8.A. In no event shall City be able to modify this Franchise to include the different method of calculation of franchise fee found in the franchise agreement with the other municipality without this Franchise also being modified to include all of the other provisions identified by Company pursuant to Subsection 8.A.

C. City may not exercise the option provided in this Section if any of the provisions that would be included in this Franchise are, in Company's sole opinion, inconsistent with or in any manner contrary to any then-current rule, regulation, ordinance, law, Code, or City Charter. In the event of a regulatory disallowance of the increase in franchise fees paid pursuant to City's exercise of its option pursuant to this Section, then at any time after the regulatory authority's entry of an order disallowing recovery of the additional franchise fee expense in rates, Company shall have the right to cancel the modification of the Franchise made pursuant to this Section, and the terms of the Franchise shall immediately revert to those in place prior to City's exercise of its option under this Section.

D. Notwithstanding any other provision of this Franchise, should the City exercise the option provided in this Section, and then adopt any rule, regulation, ordinance, law, Code, or Charter that, in Company's sole opinion, is inconsistent with or in any manner contrary to the provisions included in this Franchise pursuant to this Section, then Company shall have the right to cancel all of the modifications to this Franchise made pursuant to this Section and, effective as of the date of the City's adoption of the inconsistent provision, the terms of the Franchise shall revert to those in place prior to the City's exercise of its option under this Section. The provisions of this Section apply only to the amount of the franchise fee to be paid and do not apply to other franchise fee payment provisions, such as the timing of such payments. The provisions of this Section do not apply to differences in the franchise fee factor that result from the application of the methodology set out in PURA Section 33.008(b) or any successor methodology.

SECTION 9. ACCOUNTING MATTERS

A. Company shall keep accurate books of account at its principal office for the purpose of determining the amount due to the City under this Franchise.

B. Pursuant to Section 33.008(e) of the Texas Utilities Code, the City may conduct an audit or other inquiry in relation to a payment made by Company less than two (2) years before the commencement of such audit or inquiry. The City may, if it sees fit, and upon reasonable notice to the Company, have the books and records of the Company examined by a representative of the City to ascertain the correctness of the reports agreed to be filed herein.

C. The Company shall make available to the auditor during the Company's regular business hours and upon reasonable notice, such personnel and records as the City may, in its reasonable discretion, request in order to complete such audit, and shall make no charge to the City therefore:

1. If as the result of any City audit, Company is refunded/credited for an overpayment, or pays the City for an underpayment, of the Franchise Fee, such refund/credit or payment shall be made pursuant to the terms established in Section 7.
2. If as a result of a subsequent audit, initiated within two years of an audit which resulted

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in Company making a payment to the City due to an underpayment of the franchise fee of more than 5%, Company makes another payment to the City due to an underpayment of the franchise fee of more than 5%, the City may immediately treat this underpayment as an Uncured Event of Default and exercise the remedies provided for in Section 12.C.

D. The Company shall assist the City in its review by responding to all requests for information no later than thirty (30) days after receipt of a request.

E. If the Company provides confidential or proprietary information to the City, the Company shall be solely responsible for identifying such information with markings calculated to bring the City's attention to the proprietary or confidential nature of the information. The City agrees to maintain the confidentiality of any non-public information obtained from Company to the extent allowed by law. City shall not be liable to Company for the release of any information the City is required by law to release. City shall provide notice to Company of any request for release of non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes Company's proprietary information, City will notify the Texas Attorney General of the proprietary nature of the document(s). The City also will provide Company with a copy of this notification, and thereafter Company is responsible for establishing that an exception under the Act allows the City to withhold the information.

SECTION 10. DEFAULTS

10.1 Events of Default. The occurrence, at any time during the term of the Franchise, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise:

A. The failure of Company to pay the Franchise Fee on or before any of the due dates specified herein.

B. Company's material breach or violation of any material terms, covenants, representations or warranties contained herein.

10.2 Uncured Events of Default.

A. Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City, Company shall have thirty (30) calendar days from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided in Section 11

B. Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by the City) from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 11.

C. If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section

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11 below.

D. Remedies. The City shall notify the Company in writing of an alleged Uncured Event of Default as described in Section 10.2, which notice shall specify the alleged failure with reasonable particularity. The Company shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or in a written response to the City present facts and arguments in refuting or defending such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. City, at its option, may agree to an extension of the time for Company to cure any Event of Default. In the event that Company does not comply with this Subsection 10.2.D., the City may declare this an Uncured Event of Default, which shall entitle the City to exercise the remedies provided in Section 11 of this Franchise. Notice of such declaration shall be given to Company at least fifteen (15) days prior to City's exercise of any such remedies.

SECTION 11. REMEDIES FOR UNCURED EVENT OF DEFAULT

11.1 Remedies: In the event that such cure as described in Section 10 is not forthcoming, City shall be entitled to exercise any and all cumulative remedies as allowed by law, regardless of whether not Company has refuted the alleged failure including but not limited to:

- A. The commencement of an action against Company at law for monetary damages.
- B. The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions that, as a matter of equity, are specifically enforceable.
- C. The commencement of proceedings to seek revocation of Company's certificate of convenience and necessity to serve any or all of Company's service area located within the City of Rowlett.
- D. The termination of this Franchise in accordance with the provisions of Section 12.

11.2 Remedies Not Exclusive: The rights and remedies of City and Company set forth in this Franchise shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure. However, City shall not recover both liquidated damages and actual damages for the same violation, breach, or event of noncompliance.

SECTION 12. TERMINATION

This Franchise may be terminated in accordance with the provisions of Section 11.1, upon thirty (30) business days' prior written notice to Company by City. City shall notify Company in writing at least fifteen (15) business days in advance of the City Council meeting at which the question of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. This Franchise will not be terminated if Company commences and completes work or other efforts to cure such violations according to a plan and timeline mutually agreed upon by Company and City in writing with potential provisions subject to any statute of limitations relating to the breach in question. The final decision of the

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City Council terminating the Franchise may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the Franchise, the effective date of such termination shall be the date upon which such appeal is withdrawn or the date upon which an order or judgment upholding the termination becomes final and unappealable. Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes. The City recognizes Company's right and obligation to provide service in accordance with the Certificate of Convenience and Necessity authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect, subject to applicable statute of limitations. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by that party.

SECTION 13. ASSIGNMENT

The rights granted by this Franchise Agreement inure to the benefit of the Company and any parent, subsidiary, affiliate or successor entity now or hereafter existing. The rights shall not be assignable without the express written consent, by ordinance, of the City Council of the City, unless otherwise superseded by state laws, rules, or regulations or Public Utility Commission of Texas action, and such consent by City shall not be unreasonably withheld or delayed, except the Company may assign its rights under this Franchise Agreement to a parent, subsidiary, affiliate or successor entity without consent, so long as such parent, subsidiary, affiliate or successor entity assumes all obligations of Company hereunder, and is bound to the same extent as Company hereunder. The Company shall give the City written notice within ninety (90) days of any such assignment to a parent, subsidiary, affiliate or successor entity.

SECTION 14. EFFECTIVE DATE; TERM

This Ordinance shall become effective upon Company's written acceptance hereof, said written acceptance to be filed by Company with the City within sixty (60) days after final passage and approval hereof by City. The right, privilege and franchise granted hereby shall expire on July 31, 2046; provided that, unless written notice of cancelation is given by either party hereto to the other not less than sixty (60) days before the expiration of this Franchise agreement, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period.

SECTION 15. NOTICE

A. Any notices required or desired to be given from one party to the other party to this Ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

**CITY OF BEDFORD, TEXAS
ORDINANCE NO. 2026-**

CITY:
City Manager
City of Bedford

COMPANY:
Oncor Electric Delivery
Attn: Regulatory Affairs

2000 Forest Ridge Dr
Bedford, TX 76021

1616 Woodall Rodgers Fwy. 6th floor
Dallas, TX 75202-1234

SECTION 16. REPEAL

This Ordinance shall supersede any and all other franchises granted by the City to Company, its predecessors and assigns.

SECTION 17. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any portion of this Ordinance is declared illegal or unconstitutional by the valid final non-appealable judgment or decree of any court of competent jurisdiction, such illegality or unconstitutionality shall not affect the legality and enforceability of any of the remaining portions of this Ordinance.

SECTION 18. ACCEPTANCE

In order to accept this franchise, Company must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City.

SECTION 19.

It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted by City, all as required by law.

PRESENTED AND PASSED this 14th day of July 2026, by a vote of __ ayes, __ nays, and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Daniel S. Cogan, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: Mayor and Council
Michael Wells, City Secretary

DATE: 07/14/26

Council Strategic Focus Area: Organizational Excellence

ITEM:

Discussion and action regarding the appointment of the Mayor Pro Tem, Board and Commission Liaisons, as well as Members of Committees, Foundations, and Corporations.

City Attorney Review: N/A **Purchasing Review:** N/A **Budget Review:** N/A
City Manager's Office Review: ✓

BACKGROUND:

This item is for Council to consider appointing a new Mayor Pro Tem, the Council liaisons to the Citizen Boards and Commissions, and members of various other committees, foundations, and corporations. Attached is the current listing of all existing Boards and Commissions in which Council Members serve as liaisons and various other committees, foundations, and corporations on which they serve as members. New appointments need to be made for the 2026-2027 Council term.

RECOMMENDATION:

Staff recommends the following motion:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

[Council Appointments to Boards and Commissions](#)

**CITY OF BEDFORD
MAYOR AND CITY COUNCIL APPOINTMENTS TO
BOARDS, COMMISSIONS, AND COMMITTEES 2025-26**

Mayor Pro-Tem	Nichelle D. Dawkins	NEW MAYOR PRO-TEM
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BEDFORD BOARD, COMMISSION, AND COMMITTEE LIAISON	CURRENT COUNCIL MEMBER LIAISON	STAFF LIAISON	MEETING DATE	NEW COUNCIL MEMBER LIAISON
Animal Shelter Advisory Board	Steve Farco	Bobby LaPenna	3x per year	
Beautification Advisory Board	Nichelle D. Dawkins	Ben Perry/Don Henderson	3 rd Mondays @ 6:30pm	
Library Advisory Board	Joy Donovan Brandon	Maria Redburn	3 rd Wednesday @ 7:00pm	
Parks & Recreation Advisory Board	OPEN	Ben Perry/Don Henderson	1 st Thursday @ 6:30 pm	
Senior Advisory Board	Rob Gagliardi	Hunter Hardeman	1 st Monday @ 4:00 p.m.	

COMMITTEE, FOUNDATION, AND CORPORATION MEMBERS	CURRENT COUNCIL MEMBER(S)	MEETING DATE	NEW COUNCIL MEMBER(S)
Audit Committee (Mayor and 2 Members required)	Dan Cogan, Rob Gagliardi, Amy Sabol	Varies	
Street Improvement Economic Development Corporation	Nichelle D. Dawkins, Steve Farco, Dan Cogan, Amy Sabol	3rd Tuesday of January & July	
Investment Committee Member	Amy Sabol	Varies	
Trinity River Authority	OPEN	As necessary	
Economic Development Foundation	Dan Cogan	As necessary	
Industrial Development Authority	Rob Gagliardi, Dan Cogan, Amy Sabol	As necessary	
Health Facilities Development Corporation	Dan Cogan, Amy Sabol, Rob Gagliardi	As necessary	