



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER <#CourtOrderNumber#>

PAGE 1 OF 17

DATE: 2/4/2025

**SUBJECT: CONSIDERATION TO RATIFY A FACILITIES USE AGREEMENT
BETWEEN TARRANT COUNTY AND TEXAS A&M AGRILIFE
EXTENSION SERVICE FOR USE OF SPACE AT THE RESOURCE
CONNECTION CAMPUS**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider ratifying a Facilities Use Agreement between Tarrant County and Texas A&M AgriLife Extension Services (AgriLife) for use of approximately four hundred sixty-four (464) square feet of office and lab space located at the Resource Connection Campus.

BACKGROUND

AgriLife has requested approximately four hundred sixty-four (464) square feet of office and lab space at the Resource Connection, previously occupied by Tarrant County Public Health.

AgriLife plans to use this space to house its Honey Bee Extension Program, which will provide beekeeping extension programs across the Dallas-Fort Worth metro area. This program will include workshops and courses tailored for both beginner and advanced beekeepers. Beginners will learn foundational skills like hive setup and disease management, while advanced beekeepers can attend topics such as queen rearing and breeding. The program specialist for this initiative will also support participants in preparing for the Texas Master Beekeeper Program (TMBP), which has approximately 2,000 active participants, most of whom reside in the Dallas-Fort Worth region.

Additionally, the Texas A&M AgriLife Extension and Research Center in Overton, Texas, is pioneering the first honey bee genomic-assisted breeding program in the world, with a focus on developing a Texas honey bee breed.

On October 1, 2024, the Commissioners Court, through Court Order #140431, approved a 30-day posting of this proposed lease, in compliance with Section 263.007 (e) of the Local Government Code.

If approved, AgriLife will occupy the space at 1200 Circle Drive starting February 1, 2025. The lease term will extend through December 31, 2025, with an option to renew the agreement for one year.

The Criminal District Attorney's Office has reviewed and approved this lease agreement as to form.

FISCAL IMPACT

SUBMITTED BY	Resource Connection	PREPARED BY:	Jamie Willis
		APPROVED BY:	Jamie Willis



COMMISSIONERS COURT COMMUNICATION

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The rental of this space will generate approximately \$5,998.85 in total revenue during the contract term with \$4,362.80 being generated in FY 2025. Funds will be placed in the following Resource Connection accounts as appropriate:

Building Rental – 10000-2025 General Fund/3420100000 Resource Connection/471001 Building Rental
Utility Billings – 10000-2025 General Fund/3420100000 Resource Connection/471008 Utility Billings
Other RC Rental (includes Common Area) - 10000-2025 General Fund/3420100000 Resource Connection/471002 Other Resource Connection Rental
Janitorial/Disposal - 10000-2025 General Fund/3420100000 Resource Connection/471011 Janitorial Disposal

FACILITIES USE AGREEMENT
(Member as Licensee)
(Not to Exceed 2 years or \$50,000/year)

This Facilities Use Agreement (“Agreement”) is entered into this 1 day of February, 2025 between County of Tarrant, Texas, a _____ (“Licensor”) and Texas A&M AgriLife Extension Service, a member of The Texas A&M University System (“A&M SYSTEM”) and an agency of the State of Texas (“Licensee”).

In consideration of the covenants and agreements contained herein, Licensor and Licensee agree as follows:

1. Grant of License: Licensor grants to Licensee a license to use the space described below, subject to the terms and conditions of this Agreement, for the purpose of providing beekeeping extension services across the entire Dallas-Arlington-Fort Worth Metroplex and conducting research to support Texas’ beekeepers as detailed in Exhibits E and F (the “Event”).

2. Licensed Space: This license covers only the following space (collectively, the “Licensed Space”): 464-square foot portion of a building located at 1200 Circle Drive, Fort Worth, Tarrant County, Texas as described in Exhibit A and depicted in Exhibit A-1

3. Term: The period during which Licensee is entitled to use the Licensed Space is herein called the “Term.” All set-up and take-down activities in the Licensed Space will occur during the Term. The Term of this Agreement is as follows:

<u>Date(s)</u>	<u>Commencement Time</u>	<u>Termination Time</u>
<u>February 1, 2025 - December 31, 2025</u>	<u>12:00am</u>	<u>11:59pm</u>
_____	_____	_____
_____	_____	_____

4. Fee: Licensee agrees to pay Licensor a \$ 545.35/month fee as consideration for Licensee’s use of the Licensed Space for the purpose described above (the “Fee”). The Fee will be paid no less than five business days prior to the Event.

5. Deposit: At the time of execution of this Agreement, Licensee will pay Licensor, as a deposit, the sum of \$ 0.00 which will be credited to expenses such as the Fee or any other amounts due to Licensor hereunder.

6. Payments: Licensee will make all deposits and payments under this Agreement to Licensor at the following address:

County Auditor
100 E. Weatherford Street
Fort Worth, TX 76196

7. Utilities: Licensor must furnish customary heating, lighting, water, electricity, and air conditioning for the Licensed Space.

8. Alcoholic Beverages: Licensee will not sell or give away or allow beer, wine, or any beverage of alcoholic content to be sold, given away, sampled, or consumed in the Licensed Space without prior written consent of Licensor.

9. Care of Property: Licensee will take good care of the Licensed Space and all property located therein and will leave the Licensed Space clean and orderly after use. Licensee will be liable for the cost of any repairs, restorations or replacements to the Licensed Space or Licensor's property necessitated by Licensee's or Licensee's officers, employees, agents, contractors, or invitees' use, and Licensee will reimburse Licensor for all such costs within 10 business days after delivery of an invoice therefor.

10. Notices: Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The parties may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

To Licensor: Tarrant County
Attn: Resource Connection
1100 Circle Dr
Fort Worth, TX 76119

To Licensee: Texas A&M AgriLife Extension Service
Attn: Contracts Office
578 John Kimbrough Blvd., 4th Floor
2147 TAMU
College Station, TX 77843-2147

with a copy to: The Texas A&M University System
Office of General Counsel
Attn: Property & Construction
301 Tarrow St., 6th Floor
College Station, Texas 77840-7896
Phone: 979-458-6120
Email: property@tamus.edu

11. Control of Premises and Right to Enter: In permitting the use of the Licensed Space, Licensor specifically retains the right to enforce any and all laws, rules and regulations applicable to the Licensed Space, and representatives of Licensor may enter any portion of the Licensed Space at any time and on any occasion without any restrictions.

12. Property Restrictions: Licensee will not use or permit the Licensed Space to be used for any purpose other than that set forth herein. Licensee further covenants and agrees:

- a. All activities in the Licensed Space will be conducted so as not to endanger any person or damage any property therein.
- b. All aisles, corridors, passages, vestibules, elevators, and stairways will be kept free and clear of obstructions and will not be used other than for ingress and egress.
- c. No alterations will be made to the Licensed Space.

- d. No confetti, glitter, glue, or flammable tissue paper, crepe paper, or material for decorative purposes or any combustible liquid or substance or laser lighting equipment will be used or permitted unless first been approved by Licensor in writing.
- e. No candles are permitted in the Licensed Space.
- f. No carts, dollies or other equipment with metal casters are permitted in the Licensed Space.
- g. No smoking is allowed in or around the Licensed Space.
- h. No animals (except service animals) are allowed in or around the Licensed Space.
- i. Food and drink are permissible in the Licensed Space.

13. Waivers and Modifications: No waiver of any provision hereof will be effective unless stated in writing and signed by Licensor and Licensee. No such waiver will constitute a waiver of the same provision on a subsequent occasion nor of any other provision of this Agreement. The delay or failure of either party to assert or exercise any right, remedy, or privilege hereunder will not constitute a waiver of such right, remedy, or privilege.

14. Miscellaneous Provisions:

- a. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and no prior agreement, written or oral, will be effective to vary the terms of this Agreement.
- b. No amendment to this Agreement will be effective unless reduced to writing and signed by an authorized representative of each party.
- c. This Agreement will be governed by, and construed in accordance with, the laws of the State of Texas.
- d. By statute, mandatory venue for all legal proceedings against Licensee is to be in the county in which the primary office of the chief executive officer is located. Venue for any legal proceedings asserted against Licensor shall be in Tarrant County, Texas.
- e. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
- f. The invalidity or illegality of any part of this Agreement will not affect the validity or force of any other part hereof.
- g. The paragraph titles herein are for convenience only and do not define, limit, or construe the contents of such paragraphs.
- h. Licensee agrees to keep in effect the duration of the agreement General Liability Insurance through a purchased policy or by self-insurance. Proof of insurance will be made available when requested by Licensor. Licensor acknowledges that Licensee is an agency of the state of Texas and liability for property damage, personal injury and death caused by Licensee employees is provided solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104). The liability of Licensee is limited under this state law and Licensee is self-insured up to such limits. Following this limited exposure, Licensee is protected by the doctrine of sovereign immunity.

15. Force and Effect: This Agreement will have no force or effect unless fully executed by both parties.

16. Publicity: Licensor must not use Licensee's name, logo or other likeness in any press release, marketing materials or other public announcement without receiving Licensee's prior written approval.

17. Status as State Agency: Licensor expressly acknowledges that Licensee is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Licensee of its right to claim such exemptions, privileges, and immunities as may be provided by law.

18. Availability of Funding. This Agreement is made and entered into in accordance with the provisions of Chapter 2167 of the Texas Government Code and may be contingent upon the continuation of state or federally funded programs and/or the availability of specific funds within Licensee to cover the full term and cost of this Agreement. In the event a curtailment of state or federally funded programs occurs, or in the event specific funds are unavailable, Licensee will issue written notice to Licensor and Licensee may terminate this Agreement without further duty or obligation hereunder. Licensor acknowledges that appropriation of funds is beyond the control of Licensee.

19. Debts or Delinquencies. Pursuant to Section 2252.903, Texas Government Code, Licensor agrees that any payments owing to Licensor under this Agreement may be applied directly toward certain

debts or delinquencies that Licensor owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

20. Child Support. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

21. Force Majeure: Neither party will be in breach of its obligations under this Agreement or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this Agreement.

22. Franchise Tax Certification. If Licensor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Licensor certifies that it is not currently delinquent in the payment of any franchise taxes or that Licensor is exempt from the payment of franchise taxes.

23. Debarment. Licensor represents and warrants, to the best of its knowledge and belief, that neither Licensor nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government's Excluded Parties List System. Licensor must provide immediate written notice to Licensee if, at any time Licensor learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is

later determined that Licensor knowingly made a false representation, in addition to other remedies available to Licensee, Licensee may terminate this Agreement.

24. Right to Audit. Licensor, must at all times during the Term of this License, at Licensor's sole cost, retain accurate and complete financial records, supporting documents, and any other records or books relating to this Agreement. Licensor must retain these records for a period of seven years after the expiration of this License, or until Licensee or the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), is satisfied that all audit, claim, and litigation matters are resolved, whichever period is longer. Licensor must grant access to all books, records, and documents pertinent to this Agreement for purposes of inspecting, monitoring, auditing, or evaluating by Licensee and the Auditor. Furthermore, Licensor must ensure that this section's provisions concerning the authority to audit funds received either directly or indirectly by subcontractors through Licensor and the requirement to cooperate is included in any subcontract(s) that the Licensor enters with any subcontractor(s) related to this Agreement.

25. Conflict of Interest. By executing this Agreement, Licensor and each person signing on behalf of Licensor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of A&M SYSTEM or A&M SYSTEM'S Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by A&M SYSTEM, has direct or indirect financial interest in this Agreement, or in the services, if any, to which this Agreement relates, or in any of the profits, real or potential, related thereto.

26. AGREEMENT NULL AND VOID: THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS NULL AND VOID IF THE TERM EXCEEDS TWO YEARS OR THE FEE EXCEEDS \$50,000 PER YEAR.

27. Compliance with Laws. In providing the services required by this Agreement, Licensee must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Licensee shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

28. Entire Agreement. This Agreement, together with the exhibits described below which are attached hereto and incorporated herein for all purposes, set forth all agreements between Licensor and Licensee relative to the Licensed Space. All prior negotiations and agreements are merged herein, and no subsequent agreement relative to the subject matter hereof or modification of this Agreement shall be binding unless reduced to a writing signed by both parties hereto. The following exhibits have been attached to and incorporated into this Agreement:

- Exhibit A - Description of the Licensed Space
- Exhibit A-1 - Map of the Licensed Space
- Exhibit B - Condition of the Licensed Space
- Exhibit C - Term and Renewal Option
- Exhibit D - Fees
- Exhibit E - Permitted Uses
- Exhibit F - Beekeeping Activity Provisions

[SIGNATURES TO FOLLOW ON NEXT PAGE]

ACCEPTED AND AGREED this ____ day of _____, 20__:

LICENSOR:

By: _____

Name: Hon. Tim O'Hare

Title: Tarrant County Judge

LICENSEE:

By: ^{DocuSigned by:} Donna Alexander

Name: ^{72EC25C2A549419...} Donna Alexander

Title: Texas A&M AgriLife Extension Service Asst. Director, Agency & CFO

January 16, 2025 | 3:25 AM PST

Chandler Merritt

1/30/25

Chandler Merritt on behalf of Tarrant County

Craig Price

Tarrant County Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"
DESCRIPTION OF LICENSED SPACE

The Licensed Space is generally described as:

- A. A 464-square foot portion of a building located at 1200 Circle Drive, Fort Worth, Tarrant County, Texas, as indicated on Exhibit A-1 attached hereto and incorporated herein by reference.

EXHIBIT "A-1"
Map of the Licensed Space
(highlighted in yellow)

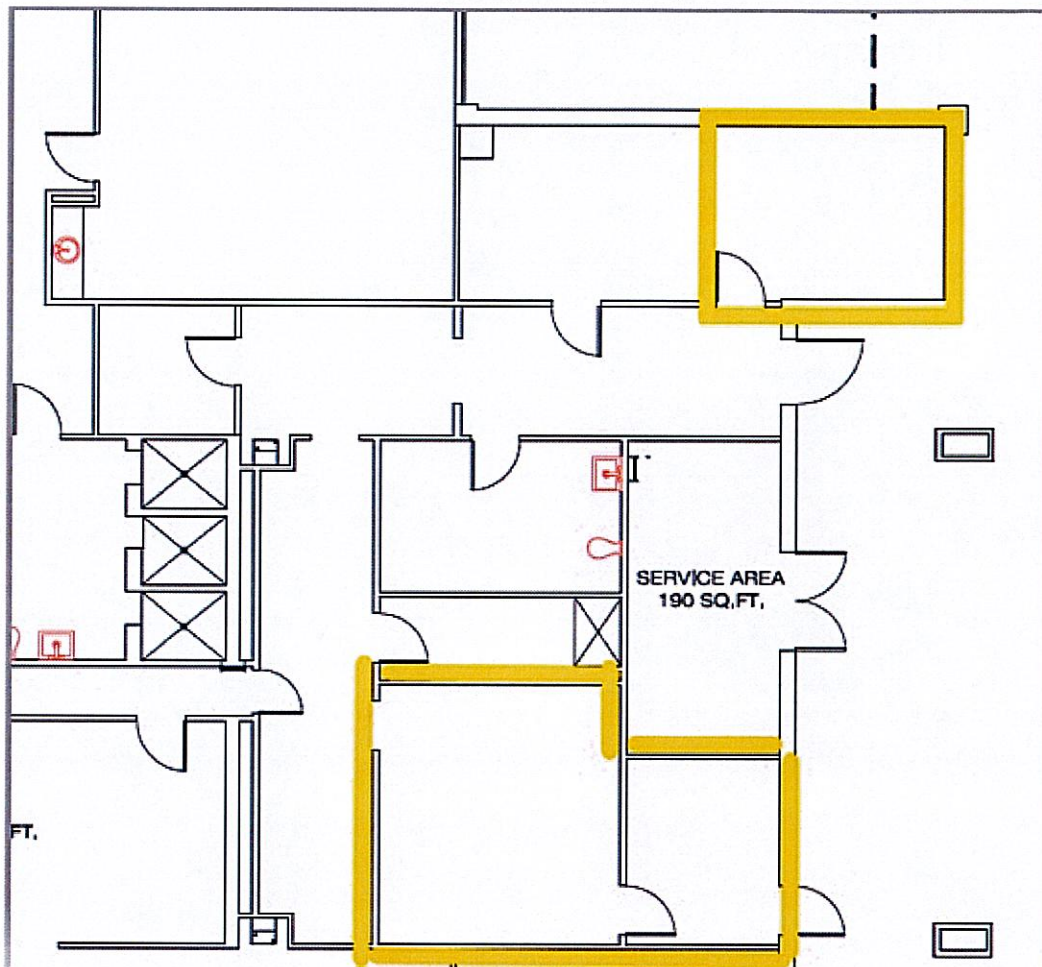


EXHIBIT "B"
CONDITION OF LICENSED
SPACE

The Licensed Space is in good condition. The following facility improvements have been completed for the Licensee:

1. Replace any damaged ceiling tiles
2. Freshly painted walls
3. Signage to reflect location of Texas A&M AgriLife Honeybee Extension

Any remodeling of the Licensed Space is the responsibility of the Licensee subject to approval by Licensor.

EXHIBIT "C" TERM
AND RENEWAL
OPTION

The Term of the Agreement shall begin on February 1, 2025. The original Term will end December 31, 2025. At the end of the original Term of this Agreement, the parties shall have the option to extend this Agreement, by written agreement, for one (1) year from the end of the original Term.

EXHIBIT "D"
FEES

The Annual Occupancy Rate of the Agreement shall be Fifteen Dollars and Twenty-Seven Cents (\$15.27) per square foot for the square footage receiving janitorial services, and Thirteen Dollars and Sixty Cents (\$13.60) for the square footage not receiving janitorial services within the 1200 building at the Resource Connection.

Fees shall be evaluated and fixed annually, based on the actual and anticipated operating expenses.

SqFt	Texas A&M AgriLife Extension Service – Honey Bees
464	1200 Circle Dr. Suite 303
Janitorial SF	
140	Licensee only pays janitorial on 140 sf of space

FY25 Resource Connection Occupancy Cost			
	Per SF	Annual	Monthly
Base Fee	\$ 8.08	\$ 3,749.12	\$ 312.43
Utilities	\$ 3.85	\$ 1,786.40	\$ 148.87
Common Area	\$ 1.57	\$ 728.48	\$ 60.71
Janitorial*	\$ 1.67	\$ 233.80	\$ 19.48
Trash	\$ 0.10	\$ 46.40	\$ 3.87
Total Fee	\$ 15.27	\$ 6,544.20	\$ 545.35

EXHIBIT "E" PERMITTED USES

The Licensed Space shall be used by Licensee for the purpose of furthering the collaborative efforts of the Resource Connection of Tarrant County, a one- stop center that, with the help of partner agencies, connects people with education, employment, and health and human service resources.

As a participating agency of the Resource Connection, Licensee will utilize the Licensed Space to provide the following types services, including but not limited to the activities below which are further described in Exhibit F:

- Base location for program specialist providing services across the entire Dallas-Arlington-Fort Worth region, Metroplex.
- Provide beekeeping extension programs, hands-on workshops and courses tailored for beginning and advanced beekeepers.
- Conduct research to support beekeepers across the state and advance the world's first honey bee Genomic-Assisted Breeding Program to develop a Texas honey bee breed.

EXHIBIT "F" BEEKEEPING ACTIVITY PROVISIONS



GENERALLY ACCEPTED AGRICULTURAL PRACTICES IN TEXAS

*A manual prepared under provisions of H.B. 1750, Section
251.007 88th Texas legislature*

ABOUT THIS MANUAL

Texas House Bill 1750 Section 251.007 stipulates the Texas A&M AgriLife Extension Service, an agriculture and natural resources education agency, shall develop a manual identifying generally accepted agricultural practices and indicating which of those practices do not pose a threat to public health, including a threat to public health posed by a danger listed in Section 251.0055(a)(1).

This manual has been prepared according to the generally accepted agricultural practices that would guide landowners, farmers, ranchers, managers, and workers on agricultural operations. It was written and peer reviewed by Texas A&M AgriLife Extension Service specialists and faculty with advanced academic expertise. This manual contains generally accepted agricultural practices as of January 1, 2024. It will be reviewed and updated as necessary.

The following is not an endorsement of practices, products, or regulatory mandates. Generally accepted agricultural practices may vary with site location, weather conditions, size of operation and species of flora or fauna. This manual describes accepted agricultural practices in Texas that generally do not pose a threat to public health, however circumstances may vary.

BEEKEEPING

Terms and definitions for beekeeping and beehive management are found under Texas Agriculture Code Title 6. Production, Processing, and Sale of Animal Products Subtitle A. Bees and Non-Livestock Animal Industry Chapter 131. Bees and Honey.

The following Generally Accepted Agricultural Practices will not create any imminent danger regarding the above referenced issues for persons who reside in the immediate vicinity or persons on public or private property in the immediate vicinity of the beekeeping operation:

1. Working Hives
 - a. Hives may be opened and examined for any of the following reasons:
 - Feeding.
 - Determining health of queen.
 - Replacing old frames or hive materials.
 - Evaluating need for more space or reduction of space.
 - Monitoring for mites, other parasites, and disease.
 - Honey extraction, etc.
 - b. When opening hives, hand-held smoking devices are often used to calm bees. Various substances can be burned to make smoke such as cotton, pine, paper, commercial smoke pellets, and wood.
 - c. Beekeeping protective equipment is worn to avoid stings – equipment includes veils, jackets, full suits, and gloves.
 - d. Opening hives may involve utilizing beekeeping tools to crack propolis, a protective layer of resin manufactured by bees, removing lids, removing frames, and boxes.
2. Honey Extraction – beekeepers may desire to extract honey from their hives. This often occurs in the summer months but may occur as early as spring and as late as fall.
 - a. Extracting honey involves removing frames of honey from hives.
 - b. Bees can be removed from frames by a variety of mechanisms: shaking frames, blowing air, using bee repellent, escape screens, or other devices.
 - c. There are various means to extract honey from hives: dripping into pans, hand crank extractors, and motorized extractors.
 - d. Honey frames can be reused back in the hives, stored for later use.
3. Pest Management
 - a. Honeybees are subject to various pests and diseases.
 - b. Pests and diseases can be detrimental to honeybee and hive viability and are not transmissible to non-bee species.
 - c. Pesticides may be used to combat these various pests, typically placed inside or directly near the hive and after close monitoring.
 - d. A veterinarian may be required to prescribe antibiotics.
 - e. The label is the law for pesticides and antibiotics (see Approved Chemical Applications section).

The following general beekeeping practices are commonly used for maintaining hives. The following generally accepted agricultural practices will not create any imminent danger regarding the above referenced issues for persons who reside in the immediate vicinity or persons on public or private property in the immediate vicinity of the agricultural operation:

Hive Density – The generally acceptable number of colonies/boxes depends on the size of the lot on which they are placed. Generally, no more than three colonies on any lot of one-quarter acre or less (not counting the nucleus colony or frames of combs removed from the established hives). Lot sizes of less than 1 acre generally limited to no more than three full-size colonies. Beekeepers generally limit hives to not fill over four boxes (of any size). This maintains a smaller population, which is more manageable as there are fewer bees per hive.

Hive Placement

1. Hives are placed in areas that avoid human and animal traffic and are not placed adjacent to sidewalks, trails, or public right of ways. Hives are hidden from high traffic areas by fencing, brush, foliage, or another solid barrier. Examples include hives placed on rooftops, enclosed in solid, 6-foot fencing (not chain link), or hidden from view by brush.
2. Generally accepted setback distance from a property line is a minimum of 25 feet.
3. Hive entrances are oriented away from sidewalks, paths, trails, roads, etc. Bees need at least 10 feet of flight path before likely encountering humans or animals. Flight paths may be altered by placing fencing or other solid structures so that bees fly at least 8 feet high, which is above human height, to avoid interactions. Constructing flight barriers, installing fencing, and planting tall bushes in proximity to structures like garages or sheds encourage bees to fly up into the air and away from people.
4. Beekeepers provide bees with water on the same property, so they are less likely to seek out water sources on neighboring property. Sources of water are placed within 15 feet of hive(s) and maintained year-round, so that they orient on this source. This will help prevent scout bees from finding water sources elsewhere.

Nutrition - Honeybees require pollen (protein source), nectar (carbohydrate source), and water for survival. In times of nectar dearth, beekeepers may feed supplementals and provide a supplement sugar syrup. In Texas, feeding is generally required in winter and summer months and often provided in early spring to build the hive's bee population.

Practices for Maintaining Gentle Hives

1. Requeening – beekeepers requeen when hives become aggressive.
2. Nutrition – bees are provided adequate food by supplemental feeding when food stores are low in the hive and during nectar dearth.
3. -Opening Hives – hives are opened in general during morning hours and on sunny days to avoid times when bees are agitated.
4. Reduce Disturbances – operators avoid using heavy or loud equipment around hives such as a mower and take all safety precautions including refraining from opening hives after mowing.
5. Swarms are prevented by following these practices:
 - a. Providing additional hive bodies and supers in a timely manner as colonies grow or collect honey, giving each colony plenty of room to expand.

- b. Splitting strong hives.
- c. Expanding the brood nest by placing alternating frames of empty drawn comb between the existing frames of the brood nest.
6. Properly dispose of waste
- a. Beekeepers keep their yards clean and properly dispose of all beekeeping waste and hive by-products.
- b. Burr comb, broken equipment, and old wax is sealed in garbage bags (to prevent robbing) and placed in garbage bins.
- c. Hive feeders and syrup containers are rinsed out, so any sugar residue is washed away.
- d. It is important that the apiary is kept clean to ensure any pests like wasps, rodents, or skunks are not attracted to the area.

Disease and Parasite Management – Reduce stress to bees by monitoring regularly for Varroa mites and other signs of disease. Treat for Varroa mites when monitoring justifies treatment.