

**Regular Meeting of the Bedford City Council
Tuesday, February 26, 2013
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021**

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

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

WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Susan Young with Senator Kelly Hancock's office to introduce herself to Council.
- Council update on Highway 183 Corridor District.

EXECUTIVE SESSION

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

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

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Pastor Tyler Downing, Woodland Heights Baptist Church)

PLEDGE OF ALLEGIANCE

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Employee Service Recognition

APPROVAL OF THE MINUTES

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

PERSONS TO BE HEARD

3. The following individuals have requested to speak to the Council tonight under Persons to be Heard.
 - a) Roy Savage, 880 Jerry Lane, Bedford, Texas – Requested to speak to the Council regarding the City Expo.
 - b) James Trigg, 1316 Wade Drive, Bedford, Texas – Requested to speak to the Council regarding zoning violations in residential neighborhoods.
 - c) Dorothy McWhorter, 1600 Martha Drive Bedford, Texas – Requested to speak to the Council regarding 604 Donna in Bedford.

NEW BUSINESS

4. Consider a resolution amending Article 1. Section 1.02 and adding a mission statement to the H.E.B. Teen Court Advisory Board Bylaws.
5. Consider a resolution to amend Section 1 of the Interlocal Agreement between the cities of Bedford, Euless and Hurst for the combining efforts for the provision of a Teen Court Program in Municipal Court.
6. Consider a resolution authorizing the City Manager to enter into the first year of a two-year agreement with Texas Harley-Davidson for the lease of five Harley-Davidson police package motorcycles in the amount of \$22,500.
7. Consider a resolution authorizing the City Manager to purchase shade structures for Bedford Splash in the amount of \$25,716 through the Buy Board Cooperative Purchasing Program.
8. Consider a resolution authorizing the City Manager to enter into a contract with Ark Contracting Services, LLC for Sanitary Sewer Line Replacement in Segment 11 Part B of the Sulphur Branch Tributary in the amount of \$557,302.
9. Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement between the City of Bedford and Tarrant County for street improvements on one-half of Murphy Drive from Bedford Road to south of Harwood Drive and the HMAC overlay on one-half of the roadway on Murphy Drive from Bedford Road to Harwood Road.
10. Consider a resolution authorizing the City Manager to enter into Utility Adjustment Agreement Amendment #3 (UAAA) with NTE Mobility Partners, LLC and Bluebonnet Contractors, LLC for the adjustment of the City of Bedford's existing utilities impacted by the North Tarrant Express Project.
11. Consider a resolution authorizing the City Manager to enter into a contract with Utilitex Construction LLP for Sanitary Sewer Line Replacement in the basin 19.1W of the Sulphur Branch Tributary in the amount of \$451,045.50.
12. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Shelter Advisory Board - Councilmember Olsen
 - ✓ Beautification Commission – Councilmember Turner
 - ✓ Community Affairs Commission - Councilmember Boyter
 - ✓ Cultural Commission - Councilmember Nolan
 - ✓ Library Board – Councilmember Brown
 - ✓ Parks & Recreation Board - Councilmember Davisson
 - ✓ Senior Citizen Advisory Board - Councilmember Turner
 - ✓ Teen Court Advisory Board - Councilmember Olsen
13. Council member reports

14. City Manager/Staff Reports

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

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

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

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, February 22, 2013 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

(Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in City functions and activities. Auxiliary aids and services or accommodations should be requested forty-eight (48) hours prior to the scheduled starting time of a posted council meeting by calling 817.952.2101.)



Council Agenda Background

PRESENTER: See below.

DATE: 02/26/13

Work Session

ITEM:

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

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Beverly Griffith, City Manager

DATE: 02/26/13

Work Session

ITEM:

Council update on Highway 183 Corridor District.

City Manager Review: _____

DISCUSSION:

City staff will update City Council regarding the Highway 183 Corridor District.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Beverly Griffith, City Manager

DATE: 02/26/13

Council Recognition

ITEM:

Employee Service Recognition

City Manager Review: _____

DISCUSSION:

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

Chris Miller	10 years	Police Department
Bill Syblon	10 years	Development
Russell Hines	15 years	Code Enforcement

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 02/26/13

Minutes

ITEM:

Consider approval of the following City Council minutes:

a) February 12, 2013

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

February 12, 2013

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:30 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 12th day of February, 2013 with the following members present:

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

constituting a quorum.

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Administrative Services Director
Roger Gibson	Police Chief
Tom Hoover	Public Works Director
Mirenda McQuagge-Walden	Managing Director of Community Services
Maria Redburn	Library Manager
Bill Syblon	Development Director
James Tindell	Fire Chief

WORK SESSION

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

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

Council discussed placing the following items on consent: 2, 4, 5, 7 with funding coming out of the Facility Maintenance Fund, 8 and 9.

Fire Chief James Tindell presented information on Item # 7. The drive approach for Station #3 is in need of replacing and repaving. He discovered a large crack in early September and contacted Public Works to look at it. They did a temporary fix with asphalt and obtained soil and core samples to determine what was causing the erosion. It was determined that portion of the drive approach needed to be replaced. There was discussion regarding funding this item out of the fund set aside for new sidewalks or the Facility Maintenance Fund. In answer to questions from Council, Public Works Director Tom Hoover stated that the existing drive approach is six inches of concrete on six inches of base. The recommendation is to replace it with eight inches of concrete on eight inches of base, which should last 30 years. The current drive approach is approximately 13-14 years old. The replacement would be a patch approximately 2,100 square feet and traffic would have to be rerouted temporarily. There was further discussion on funding and Council was of the consensus that this item be paid out of the Facility Maintenance Fund.

Mr. Hoover presented information on Item #8. Stonegate Well was the first well drilled in Bedford in 1964 and most of the electrical and pump equipment is original. Over the past 50 years, the City has performed routine maintenance. The consultant who was brought in to design the new chemical feed storage did not look at the pump or electrical facilities in the transfer pump station. During construction, modifications had to be done and it was determined that one of the pumps was not able to be repaired. It is a best practice to have two pumps operational and this item is to repair the pad, motor, pump and piping connected to the system. In answer to questions from Council, Mr. Hoover stated that the pump has not been working for approximately 10 years. There was discussion regarding why the pump has been down for that length of time. It was explained that only one pump runs at a time and they do not run 24 hours. There is also the desire to maximize what the City gets from both wells to minimize purchases from the Trinity River Authority. In answer to further questions from Council, it was stated that Central Well went down in 2003 and Brown Trail Well has been down for approximately 10 years. The new Simpson Terrace Well will have two pumps and two tanks and there is redundancy in all the systems. There was discussion on putting a program in place to test the pumps on a regular basis. Mr. Hoover stated that the Public Works Department is in the process of installing a SCADA system, which will allow staff to monitor the well equipment from their facility. The pumps would be switched over on a daily basis.

- **Council briefing on meeting with TxDOT on the Highway 183 expansion.**

Deputy City Manager David Miller updated Council on discussions with TxDOT on the Highway 183 expansion. Previously, TxDOT had approached the City regarding participating on the 1420 Committee for the expansion of Highway 183 through Euless. To do so, the City would have to have a financial commitment. It has been determined that the City does not have any right-of-way or infrastructure in the way and has no legal standing to serve on the Committee. The City can attend the Committee meetings and intends to on behalf of Euless concerning issues related to the reduction of managed lanes.

- **Presentation of sign options for a masonry sign at the Old Bedford School.**

Managing Director of Community Services Mirenda McQuagge-Walden presented options for a masonry sign at the Old Bedford School. At the previous Work Session, staff was directed to bring back another option for a digital sign that had more capability. She showed examples of each sign and stated that all three would have the same stone, brick and coping. The first was a monochrome digital sign with two lines and 12 characters per sign and nine inch lettering. The second was a zip track sign similar to the one at the Boys Ranch along Forest Ridge Drive. The third was a monochrome digital sign with four lines and up to 22 characters per line and lettering between 5 and 25 inches high. The total cost for this sign would be \$31,349. In answer to questions from Council, it was explained that the current sign was installed in approximately 1999 by the Historical Foundation who operated the Old Bedford School at that time. During the budget process, the estimated costs were approximately \$38,000 for a digital sign and \$22,000 for a non-digital sign; however, when staff went through the formal quote process, the prices were closer together. This item is being funded out of the base budget of the Facility Maintenance Fund. There was discussion on where the line is drawn between an item being part of the base budget or being a supplemental request as well as being considered an improvement. It was explained that approximately \$100,000 a year is put in the Facility Maintenance Fund. There was discussion on potentially having to move the sign depending on what may happen with the Cultural District or the Central Bedford Development Zone; the difficulty of reading the sign when the sun hits it from the west; and the digital sign not going with the aesthetics of the Old Bedford School. In answer to questions from Council, it was explained that the four line digital sign would have a five year warranty. In regards to the costs of the sign at the Library, it was estimated at between \$28,000 and \$30,000. It was difficult to determine as Identity Management installed the digital portion as well as other signs in the facility but not the masonry. Quotes were received from three different vendors for the sign at the School. In regards to negotiating with the vendor, it was explained that they were already giving the City a discount. There was discussion on making the sign look more reflective of the historical nature of the School. In regards to difficulties seeing the sign due to the sun, Mark Brewer of Identity Management stated that it comes equipped with a photo sensor eye that increases or decreases the brightness of the sign based on conditions. Council was of the consensus to approve the four line digital sign and additionally was of the consensus to go with a monochromatic amber color for an additional \$434.

- **Discussion regarding granting relief on the interest for mowing liens assessed against the property located at Block 1, Lots 12 and 13, Oak Grove Estates Addition.**

This item was discussed at the end of the Regular Session.

City Manager Beverly Griffith stated that the owner is requesting relief of the interest for liens assessed against these properties. The properties were recently sold as part of a project for Shipley's Donuts. In answer to questions from Council regarding whether due process was served on the owner, Ms. Griffith stated that the City has copies of notifications that were sent to the owner and in cases where there was not an indication that he received them, notices were put in the newspaper. In regards to statements by the owner regarding Code Enforcement officers setting up mowing for him, it was explained that this was not the City's practice to call or recommend a contractor and that there is a very specific notification process in place. There was discussion regarding recurring issues with City employees and ensuring that something like this does not occur in the future; the validity of the owner's statements; contacting the contractor mentioned by the owner; and Council and staff exploring all options to achieve a high level of service to the community. Council was of the consensus to not waive the interest on these liens.

Mayor Griffin stated that it was in the Council's purview to find effective ways to make improvements and that they have worked on new and improved ways to enhance what Code Enforcement does. He is currently working on concepts for addressing a customer service type of approach.

- **Council briefing on a partnership with H.E.B. I.S.D. regarding improvements to Central Pool.**

Mayor Griffin stated that the School District approached the City regarding partnering with the City for the use of Central Pool by the swim teams at the two high schools. The teams would use the Pool from 7:00 a.m. to 9:00 a.m. and 3:00 p.m. to 5:00 p.m. The District would be responsible for heating the Pool, installing a retractable covering and remodeling the bathrooms into locker rooms. He previously updated the Parks and Recreation Board at their meeting on Thursday.

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

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.071, consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter re: Allied Waste Contract.**
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to First State Bank Plaza Block 1 Lot 1.**
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to the Shops at Central Park Block 1 Lot 1D.**
- d) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to "Project Oatmeal". (Amended Item)**

Council was unable to meet in Executive Session prior to the Regular Session.

Council convened into Executive Session pursuant to Texas Government Code Section 551.071, consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter re: Allied Waste Contract, Section 551.087, deliberation regarding economic development negotiations relative to First State Bank Plaza Block 1 Lot 1, Section 551.087, deliberation regarding economic development negotiations relative to the Shops at Central Park Block 1 Lot 1D and

Section 551.087, deliberation regarding economic development negotiations relative to "Project Oatmeal" at approximately 7:56 p.m.

Council reconvened from Executive Session at 8:57 p.m. Any necessary action to be taken as a result of the Executive Session will occur during the Regular Session of the Bedford City Council Meeting.

REGULAR SESSION 6:30 P.M.

The Regular Session began at 6:37 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

INVOCATION (Dr. Jerry Chism, Martin United Methodist Church)

Dr. Jerry Chism of Martin United Methodist Church gave tonight's invocation.

PLEDGE OF ALLEGIANCE

Boy Scout Troops 350 and 387, lead by Assistant Scoutmaster Jerry Bommarito, and including Scouts Alex Farish, Scott Farish, Austin Scheets, Jared Smith, Carsen Smith, Blake Williams, Matthew McNatt and Adrian Gonzales, lead the Pledge of Allegiance.

OPEN FORUM

John DeLorme, 1129 Woodvale Drive –Mr. DeLorme requested to speak on Items #6 and #7. He stated that he supported Item #7 but questioned the use of sidewalk repair money for that project. The sidewalk on the 1100 block of Woodvale Drive on the north side of the street has some collapses, is uneven and is a hazard that needs to be repaired. He also stated that his street needs crack sealing as well so that it does not need to be repaved.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Turner, seconded by Councilmember Nolan, to approve the following items by consent: 2, 4, 5, 7, 8 and 9

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

COUNCIL RECOGNITION

1. Proclamation declaring February 2013 as Love Your Library Month.

Mayor Griffin read a proclamation declaring February 2013 as Love Your Library Month. Library Board Chairperson Scott Probasco was present to accept the proclamation. Jeanne Green from the Library accepted a plaque on behalf of the Library for the 2012 Achievement in Excellence in Libraries Award from the Texas Municipal Library Directors Association. Mr. Probasco stated that the Library is doing a survey with the community, which is available on the Library's website or as a hard copy at the Library. People can stop by the Library on Valentine's Day for chocolate Hugs and Kisses. The Seuss Festival is scheduled for Sunday, March 3 from 1:00 p.m. to 4:00 p.m.

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:

- a) January 8, 2013 regular meeting (Tabled at the January 22, 2013 regular meeting)
- b) January 22, 2013 regular meeting
- c) January 24, 2013 work session

This item was approved by consent.

PERSONS TO BE HEARD

3. The following individual has requested to speak to the Council tonight under Persons to be Heard.

a) Ed Henderson, 2513 Meadow View, Bedford, Texas 76021 – Requested to speak to the Council regarding an open records request.

Ed Henderson, 2513 Meadow View – Mr. Henderson discussed comments directed about him of a defamatory nature and that cited the Police Department as a source. He has spoken with Police Chief Roger Gibson and Lieutenant Biff Schuessler regarding these comments and has been assured that there is no credibility or merit to them as far as the Police Department is concerned. He spoke about a friend with Parkinson's disease that was asked to leave a grocery store. He keeps an envelope in his glove compartment that contains records regarding his disability. He stated that these comments have been made mostly by City employees and that is where the open records request comes from. He requested that Council direct the City Attorney to file an expunction order with the District Court. He recounted an incident where he was assaulted by three teenagers at the Library and that staff handled it immediately. He later reported the incident to the Police. He requested that Council through the City Manager have the Police Department issue a statement that what City employees have said has no merit. Further, he requested that the City Manager take decided action against any City employee who makes these comments. Mayor Griffin suggested that Mr. Henderson meet with him and the City Manager to go into more detail about this issue. City Attorney Stan Lowry stated that in regards to ordering an expunction, it is up to a private party to ask the court to seal specifically identified documents.

b) Dorothy McWhorter, 1600 Martha Drive, Bedford, Texas 76022 – Requested to speak to the Council regarding Section 2.07 of the Bedford City Charter.

Dorothy McWhorter, 1600 Martha Drive – Ms. McWhorter stated that Section 2.07 of the Charter states "all powers of the City and the determination of all matters of policy shall be vested in the Council". She stated that in order to solve a problem, you have to admit you have a problem and if you refuse to admit that you have a problem, then do not have to deal with it. She spoke on an incident whereby she tried calling a department head who would not answer her when she called from her home phone but would when she called from her cell phone, which would not show her name on the caller id. She related another incident where she requested records through the City Secretary, who told her that the request has been forwarded to Administrative Services Director Cliff Blackwell. She stated that she has not heard back from Mr. Blackwell on this request and the City is in violation of the Public Information Act. Another incident involved contacting Mr. Blackwell on December 17 regarding information on the NETS program and asked to be called after the holidays. She stated that she has not heard back from Mr. Blackwell on this issue. Finally, she contacted the City Manager regarding an assisted living facility that was in the process of opening and has not heard back from Ms. Griffith. She stated that there is an attitude problem at City Hall and that she is not a second class citizen and resents being treated as one.

In regards to the assisted living facility, she stated that in her neighborhood, people do not park their cars on the streets. She asked the Council how many employees are going to be employed at that business, what their hours of operation are going to be, if a zoning change was required and how many medical staff were going to be on call. She polled the Council regarding if they have an assisted living business on their street, which was answered as follows: Councilmember Davisson – no idea; Councilmember Boyter – no idea; Councilmember Olsen – yes; Councilmember Nolan – no; Mayor Griffin – he believes no; Councilmember Turner – no idea; and Councilmember Brown – to his knowledge, no. In regards to the NETS issue, she asked Council if the taxpayers contribute to this program and if so, how much; if they understand how this program benefits the citizens; and that if they were aware that they did not guarantee reservations to a medical facility in the City and why then should tax dollars be put into the program. In summation, she stated that successful managers make it clear who the boss is and what is expected of the employees.

NEW BUSINESS

- 4. Consider a resolution ordering the General Election of the City of Bedford, Texas to be held on Saturday, May 11, 2013 for the purpose of electing Place 3 and Place 5 to the Bedford City Council and the Municipal Court Judge.**

This item was approved by consent.

- 5. Consider a resolution authorizing the City Manager to enter into a contract with BuyBoard Cooperative Purchasing Network for the purchase of one 2013 Ford F150 Swift water boat tow vehicle paid through a Department of Homeland Security Grant awarded to the City of Bedford.**

This item was approved by consent.

- 6. Consider a resolution authorizing the City Manager to purchase a messaging sign for the Old Bedford School from Identity Management.**

Ms. McQuagge-Walden stated that based upon the discussion during the Work Session, Council was of the consensus to move forward on an electronic, digital sign with four lines in amber for a total of \$31,874.08. In response to a question from Council, she stated that the sign should be installed within the next 90 days.

Motioned by Councilmember Davisson, seconded by Councilmember Turner, to approve a resolution authorizing the City Manager to purchase a messaging sign for the Old Bedford School from Identity Management in the amount of \$31,874.08.

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

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

Voting in opposition to the motion: Councilmember Brown

- 7. Consider a resolution authorizing the City Manager to enter into a contract with Ziegler Construction, Incorporated in the amount of \$19,800 for the Fire Station #3 Driveway Paving Improvements.**

This item was approved by consent.

- 8. Consider a resolution authorizing the City Manager to enter into Change Order #2 with Red River Construction Company in the amount of \$23,383.78 to increase the authorized contracted amount for the Construction of Chemical Feed and Monitoring at Simpson Terrace and Stonegate Potable Water Wells. The authorized contracted amount was earlier reduced by \$220,000 in Change Order #1.**

This item was approved by consent.

- 9. Consider a resolution authorizing the City Manager to enter into a Select Government Merchant Payment Instrument Processing Agreement with Chase Paymentech for merchant services.**

This item was approved by consent.

- 10. Discussion regarding the Bedford Connection being delivered to apartment complexes.**

***This item requested by Councilmember Olsen

Councilmember Olsen requested this item be put on the agenda for discussion. She stated that she had been under the impression that since residents at apartment complexes did not receive individual water bills, that they did not receive the Bedford Connection. She has learned that the City does send them to apartments through bulk mailing. However, she has met with leasing agents who were unaware of the Connection. She stated that there is an opportunity to provide it to leasing offices in order to market the City and that perhaps they can be delivered by the new marketing specialist. Ms. Griffith stated that Economic Development Coordinator Kay Brown routinely takes the Connection to eight of the larger complexes. Staff will determine what other complexes may want them as well and that they may need to come back to Council with a funding question.

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

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

No report was given.

✓ **Beautification Commission – Councilmember Turner**

Councilmember Turner reported that the Commission is actively working and that new chairperson Faye Murphy is seeking new members.

✓ **Community Affairs Commission - Councilmember Boyter**

Councilmember Boyter reported on the work of the Commission including encouraging residents to take advantage of Shop Bedford First, the Bedford Expo scheduled for Saturday, March 2 and the Consumer Energy Expo scheduled for Saturday, April 20.

✓ **Cultural Commission - Councilmember Nolan**

Councilmember Nolan reported that the Commission has completed their report and will be holding a joint meeting with the Council on February 25.

✓ **Library Board – Councilmember Brown**

Councilmember Brown reported that the Board meets next Wednesday, February 20.

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

Councilmember Davisson reported that the Commission met the other night and they are starting fundraising and looking for sponsors for the dog park. An update was given on the Central Park Pool.

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

Councilmember Turner reported that the next Board meeting is Monday, February 18.

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

Councilmember Olsen reported that the Board met last Thursday and that the subcommittees have made their decision on who is going to be awarded the scholarship. The Scholarship Banquet will be held on April 25 at the Hurst Conference Center. Their next meeting has been changed to be on a Tuesday to allow for the Board to meet with the speaker for the Banquet. The revised Teen Court Bylaws will be presented to Council at their meeting on February 26.

12. Council member reports

Councilmember Davisson congratulated Councilmember Nolan on her work as chairperson for the Mardi Gras Event.

Councilmember Nolan reported that they had a great time at the Mardi Gras Event and the date for next year's event has already been set. The Event was a sell out with over 200 tickets sold. She thanked the Council, Chief Gibson and others for serving as celebrity waiters. They do not have a total of what was raised for the Library but will report that in the future.

Mayor Griffin reported that he went to Austin along with Councilmember Boyter and the HEB and Austin Chambers of Commerce. They spent time with their State Representatives and Senators. Items that were discussed included water, education, the CARE Act, scholarships, rigor and accountability on education, and transportation.

13. City Manager/Staff Reports

Ms. Griffith congratulated City Secretary Michael Wells on achieving his State Certification through the Texas Municipal Clerks Certification Program.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 8:58 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: See below

DATE: 02/26/13

Persons to be Heard

ITEM:

- a) Roy Savage, 880 Jerry Lane, Bedford, Texas – Requested to speak to the Council regarding the City Expo.
- b) James Trigg, 1316 Wade Drive, Bedford, Texas – Requested to speak to the Council regarding zoning violations in residential neighborhoods.
- c) Dorothy McWhorter, 1600 Martha Drive, Bedford, Texas – Requested to speak to the Council regarding 604 Donna in Bedford.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letters of Request

From: Roy Savage [REDACTED]
Sent: Monday, February 11, 2013 10:57 AM
To: Wells, Michael
Subject: Agenda Item

Michael

I would like my name be placed on the agenda for the Feb 26, Council Meeting under persons to be heard. The subject will be City of Bedford EXPO update.

Roy

From: [REDACTED]

Sent: Friday, February 15, 2013 9:40 AM

To: Wells, Michael

Subject: Request for persons to be heard

I would like to be placed on the City Council agenda for "persons to be heard" at the February 26th council meeting.

I wish to address zoning violations in residential neighborhoods.

Thank you.

James Trigg
1316 Wade Dr.
Bedford, TX 76022

214-202-4751

From: Roy & Dorothy McWhorter [REDACTED]
Sent: Friday, February 15, 2013 2:04 PM
To: Wells, Michael
Subject: CC Agenda

Please place my name, under the persons to be heard, for the February 26 City Council Meeting.

Topic: 604 Donna, Bedford, Texas

Thanks,

Dorothy McWhorter



Council Agenda Background

PRESENTER: Clifford Blackwell, CGFO, Director of Admin Services, Mindy Eichorst, Teen Court Coordinator		DATE: 02/26/13
Council Mission Area: Encourage citizen involvement.		
ITEM: Consider a resolution amending Article 1. Section 1.02 and adding a mission statement to the H.E.B. Teen Court Advisory Board Bylaws. City Attorney Review: Yes City Manager Review: _____		
DISCUSSION: The Teen Court Advisory Board has had many discussions about adding a mission statement to the bylaws and allowing more teens the opportunity to serve as Student Advisors with the Advisory Board by expanding the teen applicant pool. At the work session held on October 4, 2012, the Teen Court Advisory Board discussed at length the possibility of expanding the teen applicant pool to not only include those who reside outside of Hurst, Euless, or Bedford, but also to include teens who are enrolled in junior high/middle school. Over the past year, the H.E.B. Teen Court office has been approached by teen volunteers who attend private schools outside of the H.E.B. ISD and who reside in cities outside of Hurst, Euless or Bedford. The H.E.B. Teen Court Advisory Board will appoint the Student Advisors. By removing the residency requirement, a teen that lives in neighboring cities such as Colleyville, Grapevine, and Fort Worth will be eligible to apply for a board appointment. Further, teens that live in Hurst, Euless or Bedford but attend school outside of the H.E.B. I.S.D. will also be eligible for an appointment to the board. Finally, a student who has acquired no less than the equivalent of a seventh grade education will be eligible to apply Therefore staff is requesting the City Council to amend the H.E.B. Teen Court Advisory Board Bylaws to reflect the aforementioned changes.		
RECOMMENDATION: Staff recommends the following motion: Consider a resolution amending Article 1. Section 1.02 and adding a mission statement to the H.E.B. Teen Court Advisory Board Bylaws.		
FISCAL IMPACT: N/A	ATTACHMENTS: Resolution Red-Line Bylaws October 4, 2012 signed minutes	

RESOLUTION NO. 13-

A RESOLUTION AMENDING ARTICLE 1. SECTION 1.02 AND ADDING A MISSION STATEMENT TO THE H.E.B. TEEN COURT ADVISORY BOARD BYLAWS.

WHEREAS, the H.E.B. Teen Court Advisory Board of Bedford, Texas desires to make changes to the H.E.B. Teen Court Advisory Board Bylaws; and,

WHEREAS, the City Council of Bedford, Texas agrees to those changes.

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

SECTION 1. That Section 1.02 of the HEB Teen Court Advisory Board Bylaws hereby be amended to read in its entirety as follows:

Sec. 1.02 – Number, Qualifications, and Tenure of Advisors

The number of Advisors shall be 9 (nine) regular members, at least 3 (three) of the Advisors being students and 6 (six) alternate members. In accordance with the Interlocal Agreement between the cities of Bedford, Euless, and Hurst, the Advisory Board shall appoint student advisors that have acquired no less than the equivalent of a 7th grade education. Each municipal entity (City of Bedford, City of Euless, and City of Hurst) will appoint two regular and two alternate members. Each non-student advisor shall serve for a term of 2 (two) years and each student advisor shall serve for a term of 1 (one) year.

SECTION 2. That a mission statement be added to read:

Provide Counsel to the Teen Court to guide and support students and parents, and positively connect with the community.

SECTION 3. That all resolutions and agreements in conflict herewith are hereby repealed.

SECTION 4. That this resolution shall be in full force and effect from and after its passage and publication as required by law.

PRESENTED AND PASSED this 26th day of February 2013, by a vote of _ ayes, _ nays and 0 abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

H.E.B. TEEN COURT ADVISORY BOARD BYLAWS

These Bylaws (referred to as the "Bylaws") govern the affairs of the H.E.B. TEEN COURT ADVISORY BOARD, a civic organization (referred to as the "Advisory Board ") with purposes and objectives which include, but are not limited to, providing a community based alternative to the formal court process for alleged youth offenders for certain offenses and to involve the youths and their families in the administration of the alternative court process.

MISSION STATEMENT

Provide counsel to the Teen Court to guide and support students and parents, and positively connect with the community.

ARTICLE 1

ADVISORY BOARD

1.01. **Selection of the Advisory Board and Management of the Advisory Board.** The Advisory Board members are appointed by the respective City Councils of the Cities of Bedford, Euless, and Hurst. The affairs of the Advisory Board shall be managed by its members (referred to as "Advisors").

~~1.02. **Number, Qualifications, and Tenure of Advisors.** The number of Advisors shall be (9) nine regular members (at least (3) three of these Advisors being student advisors) and (6) six alternate members. In accordance with the Interlocal Agreement between the cities of Bedford, Euless and Hurst, the Advisory Board shall appoint three students as advisors: one from Trinity High School and one from LD Bell High School. The third student will be from one of the following: Trinity High School, Bell High School, any private school (grades 10-12), or be home-schooled. Home schooled or private school student advisors must reside in Bedford, Euless, or Hurst. In the case of a home-schooled student, the advisor must be at least 15 and younger than 20 years of age, during the proposed tenure of term. In the case of multiple applicants for the third position, preference will be given to applicants from an entity other than Trinity or Bell High Schools. Each municipal entity (City of Bedford, City of Euless and the City of Hurst) will appoint two regular and two alternate members. Each non-student advisor shall serve for a term of two (2) years and each student advisor shall serve for a term of one (1) year.~~

1.02. **Number, Qualifications, and Tenure of Advisors.** The number of Advisors shall be 9 (nine) regular members, at least 3 (three) of the Advisors being students and 6 (six) alternate members. In accordance with the Interlocal Agreement between the cities of Bedford, Euless, and Hurst, the Advisory Board shall appoint student advisors that have acquired no less than the equivalent of an 7th grade education. Each municipal entity (City of Bedford, City of Euless, and the City of Hurst) will appoint two regular and two alternate members. Each non-student advisor shall serve for a term of 2 (two) years and each student advisor shall serve for a term of 1 (one) year.

1.03. **Meetings.** The Advisory Board shall meet at least quarterly. The meetings shall be posted and conducted in accordance with the Texas Open Meetings Act.

1.04. **Notice.** Written or verbal notice of any meetings of the Advisory Board shall be delivered to each advisor not less than seventy-two (72) hours before the date of the meeting. The notice shall provide the place, day, and time of the meeting, and agenda for the meeting

1.05. **Quorum.** A majority of the Advisors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Advisors. The advisors present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough Advisors leave the meeting so that less than a quorum remains. However, no action may be approved without

the vote of at least a majority of the number of Advisors required to constitute a quorum.

1.06. **Duties of Advisors.** Advisors shall discharge their duties, in good faith, with ordinary care, and in a manner they reasonably believe to be in the best interest of the Advisory Board. Ordinary care is care that ordinary prudent persons in similar positions would exercise under similar circumstances. In the discharge of any duty imposed or power conferred on the Advisors, they may in good faith rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Advisory Board or another person that were prepared or presented by a variety of persons, including officers and employees of the Advisory Board, professional advisors or experts such as accountants or legal counsel. An Advisor is not relying in good faith if the advisor has knowledge concerning a matter in question that renders reliance unwarranted.

1.07. **Actions of Advisory Board.** The Advisory Board shall try to act by consensus. However, the vote of a majority of advisors present and voting at a meeting at which a quorum is present shall be sufficient to constitute an act of the Advisory Board unless the act of a greater number is required by law or the bylaws. An Advisor who is present at a meeting and abstains from a vote is considered to be present and voting.

1.08. **Proxies.** An Advisor may not vote by proxy.

1.09. **Compensation.** Advisors shall not receive salaries for their services. An Advisor may serve the Advisory Board in any other capacity and receive compensation for those services. Any compensation that the Advisory Board pays to an Advisor shall be reasonable and commensurate with the services performed.

1.10. **Removal of Advisors.** The Advisory Board may request that the respective City Councils vote to remove an Advisor at any time, with good cause.

1.11. **Basic Policies.** The following are the basic policies of the H.E.B. Teen Court Advisory Board:

- a. The Advisory Board shall be noncommercial, nonsectarian, and nonpartisan.
- b. The name of the Advisory Board or the names of any members in their official capacity shall not be used to endorse or promote a commercial concern or in connection with any partisan interest, or for any purpose not appropriately related to the promotion of the objectives of the Advisory Board.
- c. The Advisory Board shall not, directly or indirectly, participate or intervene in any way, including the publication or distribution of statements in any political campaign on behalf of, or in opposition to, any candidate for public office; or devote more than an insubstantial part of its activities to attempt to influence legislation by propaganda or otherwise.
- d. The Advisory Board shall work with local and area organizations to provide facilities and opportunities outside of the established court process for the youth offenders.
- e. The Advisory Board shall not enter into membership with other organizations except as authorized in writing by the respective City Councils.

- f. Notwithstanding any other provision of these Bylaws, the Advisory Board shall not carry on any other activities not approved by the respective City Councils.

ARTICLE 2

OFFICERS

2.01. **Officer Positions.** The officers of the Advisory Board (“Officers”) shall all be members of the Board. The Advisory Board officers shall be the following: Chairperson, Vice-chairperson and a Secretary. The Board of Advisors may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions. One Advisor may not hold more than one office.

2.02. **Election and Term of Office.** The Officers of the Advisory Board shall be elected annually in January by the Advisory Board of said organization. A nominee must have a remaining tenure of (1) year on the Advisory Board to be qualified as a nominee. Each officer shall hold office until a successor is duly selected and qualified. An Officer may be elected to succeed himself or herself in the same office if qualified. The election shall take place in the month of January of each year and shall be by ballot vote. However, if there is but one nominee for an office, election for that office shall be by voice vote.

2.03. **Removal.** Any officer elected or appointed by the Advisory Board may be removed by the Advisory Board at will.

2.04. **Vacancies.** A vacancy in any office may be filled by the Advisory Board for the unexpired portion of the Officer's term.

2.05. **Chairperson.** The Chairperson shall be the chief executive officer of the Advisory Board. The Chairperson shall coordinate the work of the Officers and committees of the Board in order that the objectives of the Teen Court may be promoted, confirm that a quorum is present before conducting any business at any meeting of the Board, preside at all meetings of the Board, appoint chairpersons of special committees, be an ex-officio member of all committees, and perform such other duties as may be prescribed in these bylaws or assigned by the Advisory Board, the respective city councils.

2.06. **Vice Chairperson.** When the Chairperson is absent, is unable to act, or refuses to act, the Vice-Chairperson shall perform the duties of the Chairperson. When a Vice-Chairperson acts in place of the Chairperson, the Vice-Chairperson shall have all the powers of, and be subject to all the restrictions upon, the Chairperson. If there is more than one Vice-Chairperson, the Vice-Chairpersons shall act in place of the Chairperson in the order of the votes received when elected. The Vice-Chairperson shall perform other duties as assigned by the Chairperson, or the Advisory Board, the respective city councils.

2.07. **Secretary.** The Secretary shall:

- (a) Perform duties as assigned by the Chairperson, the Advisory Board, or the respective city councils.
- (b) Perform all duties incident to the office of secretary.

ARTICLE 3

NOTICES

3.01. Notice by Mail, Electronic Mail, or by Facsimile. Any notice required or permitted by the bylaws to be given to an Advisor or Officer of the Advisory Board may be given by mail, electronic mail, or by facsimile. If mailed, a notice shall be deemed to be delivered when deposited, postage paid, in the United States mail addressed to the person at his or her address as it appears on the records of the Advisory Board. If given by facsimile transmission, a notice shall be deemed to be delivered when verification of transmission to the person addressed is received. A person may change his or her mailing address or facsimile telephone by giving written notice to the Secretary of the Advisory Board, Teen Court Coordinator, and the corresponding city represented.

ARTICLE 4

AMENDMENTS TO BYLAWS

4.01 The bylaws may be altered, amended, or repealed, and new bylaws may be adopted only by a two-thirds vote of the Advisory Board and the approval of the respective city councils. The notice of any meeting at which the bylaws are altered, amended, or repealed, or at which new bylaws are adopted shall include the text of the proposed bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed. Alternatively, the notice may include a fair summary of those provisions.

ARTICLE 5

COMMITTEES

5.01. Establishment of Committees. The Advisory Board may adopt a resolution establishing one or more committees, delegating specified authority to a committee, and appointing or removing members of a committee. A committee shall include one or more Advisors and shall not include persons who are not members of the Advisory Board. The establishment of a committee or the delegation of authority to it shall not relieve the Advisory Board, or any individual Advisor, of any responsibility imposed by the Bylaws.

5.02. Authorization of Specific Committees. The Advisory Board shall define the activities and scope of authority of each committee by resolution.

5.03. Term of Office. Each member of a committee shall serve on the committee for a one (1) year term or until a successor is appointed. However, the term of a committee member may terminate earlier if the committee is terminated, or if the member dies, ceases to qualify, resigns, or is removed as a member. A vacancy on a committee may be filled by an appointment made in the same manner

as an original appointment. A person appointed to fill a vacancy on a committee shall serve the unexpired portion of the terminated committee member's term.

5.04. Chair and Vice-Chair. One member of each committee shall be designated as the chair of the committee and another member of each committee may be designated as the vice-chair. The chair and vice-chair (if applicable) are appointed by the Chairperson of the Advisory Board. The chair shall call and preside at all meetings of the committee. When the chair of the committee is absent, is unable to act, or refuses to act, the vice-chair of the committee (if applicable) or the Chairperson of the Advisory Board (if no vice-chair has been designated) shall perform the duties of the chair of the committee. When a vice-chair of the committee or Chairperson of the Advisory Board acts in place of the chair of the committee, the vice-chair of the committee or Chairperson of the Advisory Board shall have all the powers of and be subject to all the restrictions upon the chair of the committee.

5.05. Notice of Meetings. Written or verbal notice of a committee meeting shall be delivered to each member of a committee not less than (72) seventy-two hours before the date of the meeting. The meetings shall be posted and conducted in accordance with the Texas Open Meetings Act.

5.06. Quorum. A majority of the members of a committee shall constitute a quorum for the transaction of business at any meeting of the committee. The committee members present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough committee members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of committee members required to constitute a quorum.

5.07. Actions of Committees. Committees shall try to take action by consensus. However, the vote of a majority of committee members present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the committee unless the act of a greater number is required by law or the bylaws. A committee member who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the act of the committee.

5.08. Proxies. A committee member may not vote by proxy.

5.09. Compensation. Committee members shall not receive salaries for their services.

5.10. Rules. Each committee may adopt rules for its own operation not inconsistent with the bylaws or with rules adopted by the Advisory Board.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.01. Legal Authorities Governing Construction of Bylaws. The bylaws shall be construed in accordance with the laws of the State of Texas. All references in the bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

6.02. Legal Construction. If any bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and the bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the bylaws.

6.03. Headings. The headings used in the bylaws are used for convenience and shall not be

considered in construing the terms of the bylaws.

6.04. Gender. Wherever the context requires, all words in the bylaws in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the H.E.B. Teen Court Advisory Board and that the foregoing Bylaws constitute the Bylaws of the H.E.B. Teen Court Advisory Board. These Bylaws were duly adopted at a meeting of the H.E.B. Teen Court Advisory Board held on October 4, 2012, by a vote of 6 AYES and 0 NAYS.

DATED: _____

Secretary
H.E.B. Teen Court Advisory ~~Board~~ Board

CERTIFICATE OF SECRETARIES OF ENTITIES

I certify that I am the duly elected and acting City Secretary of the City of Bedford and that the foregoing Bylaws constitute the Bylaws of the H.E.B. Teen Court Advisory Board. These Bylaws were duly adopted at a meeting of the Bedford City Council held on _____, by a vote of _____AYES and _____NAYS.

DATED: _____

City Secretary of the City of Bedford

I certify that I am the duly elected and acting City Secretary of the City of Eules and that the foregoing Bylaws constitute the Bylaws of the H.E.B. Teen Court Advisory Board. These Bylaws were duly adopted at a meeting of the Eules City Council held on _____, by a vote of _____AYES and _____NAYS.

DATED: _____

City Secretary of the City of Eules

I certify that I am the duly elected and acting City Secretary of the City of Hurst and that the foregoing Bylaws constitute the Bylaws of the H.E.B. Teen Court Advisory Board. These Bylaws were duly adopted at a meeting of the Hurst City Council held on _____, by a vote of _____AYES and _____NAYS.

DATED: _____

City Secretary of the City of Hurst

**TEEN COURT ADVISORY BOARD MINUTES
WORK SESSION OF OCTOBER 4, 2012**

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The Teen Court Advisory Board of the cities of Hurst, Euless and Bedford, Texas met at 6:00 p.m. at Bedford City Hall on the 4th day of October 2012, with the following members present:

HURST: Phoebe Soward, Jason Bess, Tim Beard

EULESS: Renu Sloan, Priscilla Cauley, Warren Wilson, Kay Goad

BEDFORD: Jeanne Owers, Dave Gebhart, Kathleen Toms

TEEN REPRESENTATIVES:

Hurst Council Liaison – Anna Holzer

Bedford Council Liaison – Sherri Olsen

Euless Council Liaison –

HEB Teen Court Coordinator – Mindy Eichorst

HEB Teen Court Assistant Coordinator –

Also present:

Hurst City Secretary – Rita Frick

Euless Staff Liaison – Teresa Alexander

Bedford Court Manager –

Hurst Court Manager –

HEB Teen Court Clerk—

CALL TO ORDER

Chairperson, Kay Goad, called the meeting to order at 6:05 p.m. with a quorum of six Board Members present.

NEW BUSINESS

1. Discuss a mission statement for the Teen Court Advisory Board.

There was a lot of discussion as to what a mission statement is and how long a mission statement should be. There were several versions of mission statements that were brought to the table and discussed. One mission statement finally provided the correct wording and was approved. The following board members voted to approve a new mission statement of: "Provide counsel to the Teen Court to guide and support students and parents, and positively connect with the community." The approved and voted on mission statement still needs to be taken to each cities' city attorney (Hurst, Euless, and Bedford) for approval of wording and then it also needs to be taken to the City of Hurst, City of Euless, and City of Bedford's city councils to get approval to change and add to the current By-Laws.

2. Discuss any other suggestions for altering, amending, or repealing any other sections of the by-laws.

There were several suggestions for changing the wording in the current By-Laws under Article 1 Section 1.02. The new Article 1 Section 1.02 would read as follows:

1.02 Number, Qualifications, and Tenure of Advisors. The number of Advisors shall be 9 (nine) regular members, at least 3 (three) of the Advisors being students and 6 (six) alternate members. In accordance with the InterLocal Agreement between the cities of Bedford, Euless, and Hurst, the Advisory Board shall appoint student advisors that have acquired no less than the equivalent of an 7th grade education. Each municipal entity (City of Bedford, City of Euless, and City of Hurst) will appoint two regular and two alternate members. Each non-student advisor shall serve for a term of two (2) years and each student advisor shall serve for a term of one (1) year.

There also was one more suggestion for a misspelling of a word on page six (6) of the By-Laws under the Certificate of Secretary to be corrected. Under the line that reads: Lois Campbell, Secretary, H.E.B. Teen Court Advisory Boat, change the word "Boat" to "Board."

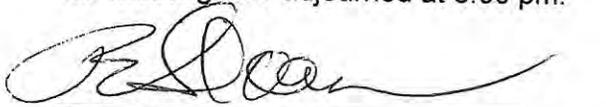
All of the Advisory Board members were in favor of these changes. The approval of wording and spelling changes still needs to be taken to each of the cities' city attorney (Hurst, Euless, and Bedford) for approval and then needs to be taken to the City of Hurst, City of Euless, and City of Bedford's city councils to get approval to change and add to the current By-Laws.

3. Set the date for the next Teen Court Advisory Board Meeting.

The next HEB Teen Court meeting will be held on Thursday, December 6, 2012 at 6:00 pm at Bedford City Hall, 2000 Forest Ridge Drive, upstairs conference room.

ADJOURNMENT

The meeting was adjourned at 8:00 pm.



Renu Sloan, Vice Chairperson



Council Agenda Background

PRESENTER: Clifford Blackwell, CGFO, Director of Admin Services Mindy Eichorst, Teen Court Coordinator		DATE: 02/26/13
Council Mission Area: Encourage citizen involvement.		
ITEM: Consider a resolution to amend Section 1 of the Interlocal Agreement between the cities of Bedford, Euless and Hurst for the combining efforts for the provision of a Teen Court Program in Municipal Court. City Attorney Review: Yes City Manager Review: _____		
DISCUSSION: The Teen Court Advisory Board has had many discussions about adding a mission statement to the bylaws and allowing more teens the opportunity to serve as Student Advisors with the Advisory Board by expanding the teen applicant pool. At the work session held on October 4, 2012, the Teen Court Advisory Board discussed at length the possibility of expanding the teen applicant pool to not only include those who reside outside of Hurst, Euless, or Bedford, but also to include teens who are enrolled in junior high/middle school. Over the past year, the H.E.B. Teen Court office has been approached by teen volunteers who attend private schools outside of the H.E.B. ISD and who reside in cities outside of Hurst, Euless or Bedford. The H.E.B. Teen Court Advisory Board will appoint the Student Advisors. By removing the residency requirement, a teen that lives in neighboring cities such as Colleyville, Grapevine, and Fort Worth will be eligible to apply for a board appointment. Further, teens that live in Hurst, Euless or Bedford but attend school outside of the H.E.B. I.S.D. will also be eligible for an appointment to the board. Finally, a student who has acquired no less than the equivalent of a seventh grade education will be eligible to apply. Therefore, staff is requesting the City Council to amend the Interlocal agreement among the cities of Bedford, Euless and Hurst to reflect the recommended change in the bylaws.		
RECOMMENDATION: Staff recommends the following motion: Consider a resolution to amend Section 1 of the Inter-local agreement between the cities of Bedford, Euless and Hurst for combining efforts for the provision of a Teen Court Program in Municipal Court.		
FISCAL IMPACT: N/A	ATTACHMENTS: Resolution Interlocal Agreement – (red-lined)	

RESOLUTION NO. 13-

A RESOLUTION AMENDING SECTION 1 OF THE INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BEDFORD, EULESS AND HURST FOR COMBINING EFFORTS FOR THE PROVISION OF A TEEN COURT PROGRAM IN MUNICIPAL COURT.

WHEREAS, the cities of Bedford, Euless and Hurst each intend to have a teen court program; and,

WHEREAS, an interlocal agreement by the parties is approved by each city's governing body; and,

WHEREAS, the H.E.B. Teen Court Advisory Board of Bedford, Texas desires to make changes to the Interlocal Agreement between the cities of Bedford, Euless and Hurst; and

WHEREAS, the City Council of Bedford, Texas agrees to those changes.

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

SECTION 1. That Section 1 of the Interlocal Agreement between the cities of Bedford, Euless and Hurst be amended to read in its entirety as follows:

SECTION 1 - The Parties execute this Agreement for the purpose of creating and maintaining HEB Teen Court.

The number of Advisors shall be 9 (nine) regular members, at least 3 (three) of the Advisors being students and 6 (six) alternate members. In accordance with the Interlocal Agreement between the cities of Bedford, Euless, and Hurst, the Advisory Board shall appoint student advisors that have acquired no less than the equivalent of a 7th grade education. Each municipal entity (City of Bedford, City of Euless, and City of Hurst) will appoint two regular and two alternate members. Each non-student advisor shall serve for a term of 2 (two) years and each student advisor shall serve for a term of 1 (one) year.

SECTION 2. That all resolutions and agreements in conflict herewith are hereby repealed.

SECTION 3. That this resolution shall be in full force and effect from and after its passage and publication as required by law.

PASSED AND APPROVED this 26th day of February 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF
BEDFORD, EULESS AND HURST FOR COMBINING EFFORTS FOR
THE PROVISION OF A TEEN COURT PROGRAM IN
MUNICIPAL COURT

This Agreement is entered into by and between the Cities of Bedford, Euless and Hurst, all such entities being located in Tarrant County, Texas, and hereinafter referred to collectively as “Parties” or “Entities,” and individually as “Entity.” The Parties execute this Agreement as hereinafter provided pursuant to the Texas Government Code Chapter 791, the Inter-local Cooperation Act:

WHEREAS, the municipal courts of Bedford, Euless and Hurst each intend to have a teen court; and,

WHEREAS, a combined effort by the Parties would eliminate duplication, be more cost and time effective, and provide a greater pool of participants in teen court; and

WHEREAS, Texas Government Code Chapter 791 authorizes local governments to enter into contracts with other local governments to perform governmental functions and services in accordance with the statute cited herein and the terms of the contract entered into; and

WHEREAS, each party is authorized to perform the services contemplated herein;

NOW THEREFORE,

In consideration of the mutual covenants and the terms and conditions set forth below, the Parties do hereby agree as follows:

1. The Parties execute this Agreement for the purpose of creating and maintaining HEB Teen Court.

~~The Teen Court Advisory Board shall be composed of (9) nine regular members and (6) six alternates. Each municipal entity (City of Bedford, City of Euless, City of Hurst) will appoint two regular non-student members and two alternate non-student members. Each non-student advisor shall serve for a term of two (2) years and each student advisor shall serve for a term of one (1) year. In accordance with the Inter-local Agreement between the cities of Bedford, Euless and Hurst, the Advisory Board shall appoint three students as advisors: one from Trinity High School and one from LD Bell High School. The third student will be from one of the following: Trinity High School, Bell High School, any private school (grades 10-12), or be home-schooled. Home-schooled or private school student advisors must reside in Bedford, Euless, or Hurst. In the case of a home-schooled student, the advisor must be at least 15 years of age and younger than 20 years of age, during the proposed tenure of term. In the case of multiple applicants for the third position, preference will be given to applicants from an entity other than Trinity or Bell High Schools.~~

The number of Advisors shall be 9 (nine) regular members, at least 3 (three) of the Advisors being students and 6 (six) alternate members. In accordance with the Interlocal Agreement between the cities of Bedford, Euless, and Hurst, the Advisory Board shall appoint student advisors that have acquired no less than the equivalent of a 7th grade education. Each municipal entity (City of Bedford, City of Euless, and City of Hurst) will appoint two regular and two alternate members. Each non-student advisor shall serve for a term of 2 (two) years and each student advisor shall serve for a term of 1 (one) year.

2. The cities shall participate equally in any and all operating expenses associated with Teen Court, for each fiscal year. Payments by each for such participation shall be made semiannually to the City of Bedford on or before October 1 and April 1. The City of Bedford shall furnish to the other member cities, on or before May 1 of each year, its good faith estimate of the total budget requirements for the Teen Court program for the next fiscal year beginning the following 1st of October.
3. The administrator of the Bedford Municipal Court will have oversight responsibility for the operation of the Teen Court and the performance of the Contract. It is anticipated that initially one hundred (100) cases per month will be processed.
4. The Teen Court will be run on a day to day basis by a Teen Court Coordinator, Teen Court Assistant, and Teen Court Clerk, who will be employed by the City of Bedford and supervised by the administrator of the Bedford Municipal Court. All costs for the Teen Court Coordinator, Teen Court Assistant, and Teen Court Clerk, including salary and benefits, if any, shall be part of the cost to be paid equally by the cities on a semiannual basis.
6. Monthly activity reports will be provided to the designated representative for each Entity by the Teen Court Coordinator. Such reports shall include, at a minimum, such information as the number of defendants returned to municipal court, number of active student and adult volunteers, number of active service providers, quarterly financial reports, and such other available information as may be required by joint agreement of the Parties.
7. While any employee of the Parties is working on tasks associated with or for the Teen Court, such employee shall continue to be an employee of the Entity for which the employee works on duties that do not include the Teen court. The Entity employing such individual shall pay all wages and benefits while such employee is involved in activities pursuant to this Agreement the same as though the services had been rendered within the jurisdiction wherein the employee is regularly employed.
8. In performing duties under the Agreement, each party will comply with all necessary Federal, State and local laws, regulations and ordinances.
9. The governing body of any Entity, in its sole discretion, may at any time withdraw its personnel or equipment or discontinue participation in any activity initiated pursuant to this Agreement upon providing not less than ninety (90) days written notice of withdrawal to the other participating Parties. This Agreement

may be terminated at any time by mutual agreement of the Parties. No refund of semiannual payments for Teen Court costs will be made to any Entity that withdraws from this Agreement.

10. In the event that any person performing services pursuant to this Agreement shall be cited as a party to a State or Federal civil lawsuit arising out of the performance of those services, that person shall be entitled to the same benefits that he or she would be entitled to receive if such civil action had arisen out of the performance of his or her duties as an employee of the Entity where he or she is regularly employed and in the jurisdiction of the party by which that person is regularly employed.
11. Each city does hereby waive all claims, release, indemnify and/or reimburse, defend and hold harmless every other Entity, its officials, agents, officers and employees in both their public and private capacities, from and against any and all claims, suits, demands, losses, damages, causes of action and liability of every kind, including all expenses of litigation or settlement, including but not limited to court costs and attorneys fees which may arise due to any death or injury to any person, or the loss of, damage to, or loss of use of any property arising out of or occurring as a consequence of the performance of the Agreement whether such injuries, death or damages are caused by the sole negligence or the joint negligence of any Entity, its officials, agents, officers and employees. It is the express intention of the Parties hereto that the indemnity provided for in this paragraph is indemnity by each city to indemnify and protect every other Entity from the consequences of an Entity's own negligence, whether that negligence is a sole or a concurring cause of the injury, death or damage.
12. It is expressly understood and agreed that, in the execution of the Agreement, no Entity waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
13. Each Entity agrees that if legal action is brought under this Agreement, exclusive venue shall lie in the Courts of Tarrant County, and its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.
14. In case any one or more of the terms, sentences, paragraphs or provisions contained in this Agreement shall for any reason to be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term, sentences, paragraphs or provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained here.
15. This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendment or modification must be in writing, and attached to and incorporated into this Agreement.

16. This Agreement may be signed in multiple counterparts and shall be binding on each Entity when duly authorized by the governing body of each Entity and signed by such Parties' duly authorized representative.
17. This Agreement contains all commitments and agreements of the Parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon execution and dating by each Entity. This Agreement shall be effective from the last date signed and marked on this Agreement by a participating Entity.

APPROVED BY THE CITY COUNCIL
OF THE CITY OF BEDFORD, TEXAS: _____

BY: _____ DATE: _____
Beverly Griffith, City Manager

ATTEST: APPROVED AS TO FORM:

CITY SECRETARY

CITY ATTORNEY

APPROVED BY THE CITY COUNCIL
OF THE CITY OF EULESS, TEXAS: _____

BY: _____ DATE: _____
Gary McKamie, City Manager

ATTEST: APPROVED AS TO FORM:

CITY SECRETARY

CITY ATTORNEY

APPROVED BY THE CITY COUNCIL
OF THE CITY OF HURST, TEXAS: _____

BY: _____ DATE: _____
Alan Weegar, City Manager

ATTEST: APPROVED AS TO FORM:

CITY SECRETARY

CITY ATTORNEY



Council Agenda Background

PRESENTER: Roger Gibson, Police Chief

DATE: 02/26/13

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

ITEM:

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

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

Since 1999, the Police Department has leased motorcycles from Texas Harley-Davidson to utilize in the Traffic Division. Motorcycles are highly effective with traffic enforcement and responding to accident locations as they can easily maneuver through traffic. Further, leasing motorcycles are considerably more cost effective than purchasing motorcycles or motor vehicles.

On September 11, 2012, the Bedford City Council passed an ordinance adopting the FY 2012/13 Budget. Funds were allocated within the budget for the lease of five motorcycles. Four of the five motorcycles will be leased immediately as the current lease has expired; however, the lease term on the fifth motorcycle does not conclude until June 2013. The second year of the two-year lease term for the fifth motorcycle will be prorated in order to allow all five motorcycle lease terms to expire at the same time.

The Police Department will outfit the motorcycles utilizing current equipment inventory. Installation of equipment will be performed by Police Department staff.

RECOMMENDATION:

Staff recommends the following motion:

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

FISCAL IMPACT:

- FY 2012/13 will be \$22,500 to be paid out of the Traffic Enforcement Fund (i.e. Red Light Camera Fund) for five motorcycles.
- FY 2013/14 will be four motorcycles at \$4,500 each and one motorcycle at \$3,000 for a total of \$21,000 to be paid out of the Traffic Enforcement Fund.

ATTACHMENTS:

Resolution

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE FIRST YEAR OF A TWO-YEAR AGREEMENT WITH TEXAS HARLEY-DAVIDSON FOR THE LEASE OF FIVE HARLEY-DAVIDSON POLICE PACKAGE MOTORCYCLES IN THE AMOUNT OF \$22,500.

WHEREAS, the City Council of Bedford, Texas has determined a need to enter into a two-year agreement for the lease of five replacement motorcycles; and,

WHEREAS, the motorcycles will be utilized by the Police Department's Traffic Division for traffic enforcement and responding to accidents; and,

WHEREAS, the City Council of Bedford, Texas has determined to fund the motorcycles out of the Traffic Safety Fund.

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

SECTION 1. That the City Manager is hereby authorized to enter into the first year of a two-year agreement with Texas Harley-Davidson for the lease of five Harley-Davidson police package motorcycles in the amount of \$22,500.

PASSED AND APPROVED this 26th day of February 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: Don Henderson, Parks Superintendent

DATE: 02/26/13

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

ITEM:

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

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

On September 11, 2012, the City Council passed an ordinance adopting the FY 2012/13 Budget. Funds in the amount of \$25,716 were allocated within the Aquatics Maintenance Fund budget for the purchase of replacement shade structures at Bedford Splash.

This item is to replace the sails that cover the Tot Pool, Splash Pad, and Cabana as well as umbrellas and awnings in and around Bedford Splash. These items have not been replaced since the opening of the facility in 2003 and over time, they have become frayed and worn. The replacement will consist of the purchase and installation of six shade sail panels, eight wave panels and six coolbrellas. These fabric materials carry a five-year limited warranty on fading deterioration, breakdown, mildew or discoloration.

RECOMMENDATION:

Staff recommends the following motion:

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

FISCAL IMPACT:

\$25,716 from the Aquatic Maintenance Fund.

ATTACHMENTS:

Resolution

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE SHADE STRUCTURES FOR BEDFORD SPLASH IN THE AMOUNT OF \$25,716 THROUGH THE BUY BOARD COOPERATIVE PURCHASING PROGRAM.

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

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

SECTION 1. That the City Manager is hereby authorized to purchase shade structures for the Bedford Splash Aquatic Center in the amount of \$25,716 through the Buy Board Cooperative Purchasing Program.

SECTION 2. That funding in the amount of \$25,716 will be paid out of the Aquatic Maintenance Fund.

PASSED AND APPROVED this 26th day of February 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: Thomas L. Hoover, P.E., Public Works

DATE: 02/26/13

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

ITEM:

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

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Public Works Department Wastewater Division identified that the Sanitary Sewer Line known as Segment 11 Part B of the Sulphur Branch Tributary is in need of replacement due to insufficient capacity. The project includes replacement by pipe bursting of 2,234 LF of 12" pipe and simultaneous replacement with 18" pipe. The low bidder was Ark Contracting Services, LLC in the amount of \$557,302. The Opinion of Probable Cost, furnished by the design consultant, for the work was \$444,572 and the average bid amount of bids received was \$782,555. Funding will come from a loan from the Texas Water Development Board.

RECOMMENDATION:

Staff recommends the following motion:

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

FISCAL IMPACT:

\$557,302 provided by a loan from the Texas Water Development Board

ATTACHMENTS:

Resolution
Bid Tabulation
Map

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ARK CONTRACTING SERVICES, LLC FOR SANITARY SEWER LINE REPLACEMENT IN SEGMENT 11 PART B OF THE SULPHUR BRANCH TRIBUTARY IN THE AMOUNT OF \$557,302.

WHEREAS, the City Council of Bedford, Texas determines the necessity for these sanitary sewer improvements; and,

WHEREAS, the City of Bedford, Texas has determined these improvements will correct flow problems by increasing the capacity of the existing sanitary sewer system; and,

WHEREAS, the City of Bedford, Texas has determined these improvements will protect the vitality of the neighborhood.

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

SECTION 1. That the City Manager is hereby authorized to enter into a contract with Ark Contracting Services, LLC for Sanitary Sewer Line Replacement in Segment 11 Part B of the Sulphur Branch Tributary in the amount of \$557,302.

SECTION 2. That funding in the amount of \$557,302 will come from a loan from the Texas Water Development Board.

PASSED AND APPROVED the 26th day of February 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

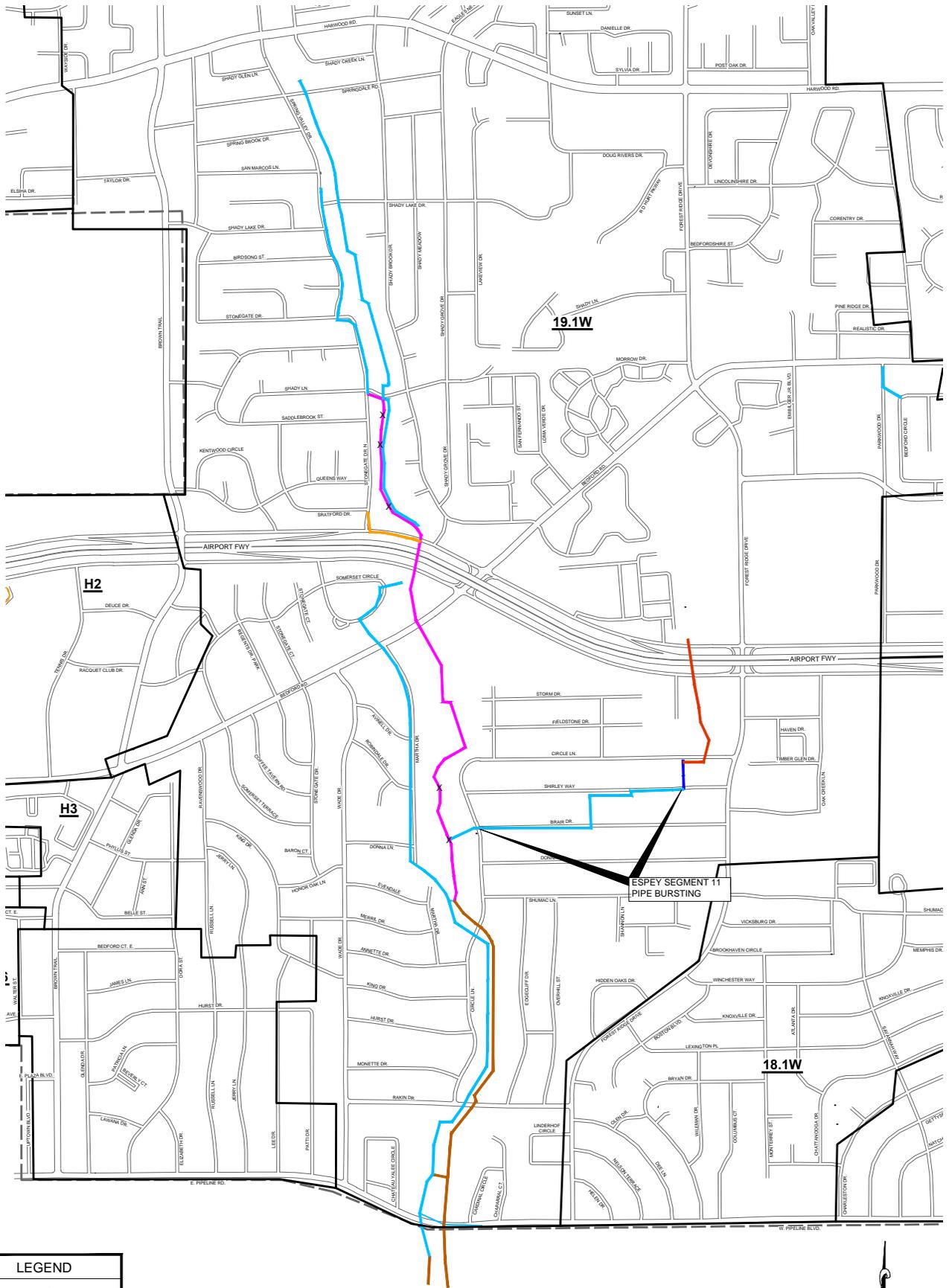
ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

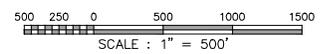
Stan Lowry, City Attorney

City of Bedford											
Sulphur Branch Trunk Sewer Rehab/Replacement Segment 11											
RPS ESPEY											
BID TABULATION FOR BID OPENING: 1-30-13, 10:00AM						Ark Contracting Services, LLC Kennedale, TX		Utilitex Construction, LLP Balch Springs, TX		PM Construction & Rehab, LLC Pasadena, TX	
ITEM No.	DESCRIPTION	QUANTITY	UNIT	Engineer's Estimate		UNIT PRICE(\$)	AMOUNT(\$)	UNIT PRICE(\$)	AMOUNT(\$)	UNIT PRICE(\$)	AMOUNT(\$)
				UNIT PRICE(\$)	AMOUNT(\$)						
PART A											
1	Install 28" O.D. HDPE (DR-9) by Directional Drilling	1,287	L.F.	\$250.00	\$321,750.00	\$875.00	\$1,126,125.00	\$715.00	\$920,205.00	-	-
2	Install 18" PVC (SDR - 26) by Open Cut	20	L.F.	\$75.00	\$1,500.00	\$160.00	\$3,200.00	\$110.00	\$2,200.00	-	-
3	Reconnecting Existing Sanitary Sewer Pipeline to New Manholes	2	EA.	\$500.00	\$1,000.00	\$6,000.00	\$12,000.00	\$400.00	\$800.00	-	-
4	Abandon Existing Sanitary Sewer Pipeline	6	EA.	\$500.00	\$3,000.00	\$4,000.00	\$24,000.00	\$750.00	\$4,500.00	-	-
5	Abandon Existing Sanitary Sewer Manhole	2	EA.	\$500.00	\$1,000.00	\$2,000.00	\$4,000.00	\$1,400.00	\$2,800.00	-	-
6	Remove and Replace a Standard Five Foot (5') Diameter Manhole	2	EA.	\$5,000.00	\$10,000.00	\$16,000.00	\$32,000.00	\$28,500.00	\$57,000.00	-	-
7	Construct a Standard Five Foot (5') Diameter Manhole	2	EA.	\$9,500.00	\$19,000.00	\$15,000.00	\$30,000.00	\$28,000.00	\$56,000.00	-	-
8	Construct an External Drop on an Existing Manhole	1	EA.	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$11,500.00	\$11,500.00	-	-
9	Rehabilitate and Coat the Interior of Existing Manholes	3	EA.	\$5,600.00	\$16,800.00	\$5,000.00	\$15,000.00	\$6,400.00	\$19,200.00	-	-
10	Connect new HDPE to Existing Manholes	2	EA.	\$100.00	\$200.00	\$6,000.00	\$12,000.00	\$8,325.00	\$16,650.00	-	-
11	Remove and Replace Asphalt Pavement	311	S.Y.	\$25.00	\$7,775.00	\$30.00	\$9,330.00	\$100.00	\$31,100.00	-	-
12	Trench Safety	298	L.F.	\$3.00	\$894.00	\$3.00	\$894.00	\$13.00	\$3,874.00	-	-
13	Bypass Pumping	1	L.S.	\$2,000.00	\$2,000.00	\$35,000.00	\$35,000.00	\$11,000.00	\$11,000.00	-	-
14	Erosion Control Devices	1	L.S.	\$1,000.00	\$1,000.00	\$8,000.00	\$8,000.00	\$1,500.00	\$1,500.00	-	-
15	Block Sodding	1	L.S.	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$1,500.00	\$1,500.00	-	-
16	Traffic Control Plan	1	L.S.	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$2,900.00	\$2,900.00	-	-
17	Reconnecting Existing Sanitary Sewer Lateral	5	EA.	\$1,000.00	\$5,000.00	\$600.00	\$3,000.00	\$700.00	\$3,500.00	-	-
18	Project Sign	1	L.S.	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$495.00	\$495.00	-	-
TOTAL PART A				-	\$396,419.00	-	\$1,340,549.00	-	\$1,146,724.00	-	no bid
PART B											
19	Replacing a 12" PVC SS w/ 18" HDPE (DR-11) by Pipe Bursting	2,334	L.F.	\$150.00	\$350,100.00	\$165.00	\$385,110.00	\$259.00	\$604,506.00	\$300.00	\$700,200.00
20	Reconnecting Existing Sanitary Sewer Pipeline to New Manholes	2	EA.	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$400.00	\$800.00	\$4,500.00	\$9,000.00
21	Rehabilitate and Coat the Interior of Existing Manholes	6	EA.	\$5,600.00	\$33,600.00	\$5,000.00	\$30,000.00	\$8,000.00	\$48,000.00	\$8,200.00	\$49,200.00
22	Connect new HDPE to Existing Manholes	7	EA.	\$100.00	\$700.00	\$1,000.00	\$7,000.00	\$525.00	\$3,675.00	\$3,000.00	\$21,000.00
23	Remove and Replace Asphalt Pavement	580	S.Y.	\$25.00	\$14,500.00	\$65.00	\$37,700.00	\$100.00	\$58,000.00	\$165.00	\$95,700.00
24	Trench Safety	224	L.F.	\$3.00	\$672.00	\$8.00	\$1,792.00	\$95.00	\$21,280.00	\$85.00	\$19,040.00
25	Bypass Pumping	1	L.S.	\$2,000.00	\$2,000.00	\$40,000.00	\$40,000.00	\$16,000.00	\$16,000.00	\$215,000.00	\$215,000.00
26	Erosion Control Devices	1	L.S.	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$5,500.00	\$5,500.00
27	Block Sodding	1	L.S.	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00
28	Traffic Control Plan	1	L.S.	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$8,200.00	\$8,200.00
29	Reconnecting Existing Sanitary Sewer Laterals	5	EA.	\$1,000.00	\$5,000.00	\$1,800.00	\$9,000.00	\$1,550.00	\$7,750.00	\$5,600.00	\$28,000.00
30	Point Repairs to Correct Sags	300	L.F.	\$100.00	\$30,000.00	\$110.00	\$33,000.00	\$150.00	\$45,000.00	\$500.00	\$150,000.00
31	Provide Sewer Service to 1602 Shirley Way (Vacant Lot)	1	L.S.	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
32	Project Sign	1	L.S.	\$500.00	\$500.00	\$700.00	\$700.00	\$495.00	\$495.00	\$2,000.00	\$2,000.00
TOTAL PART B				-	\$444,572.00	-	\$557,302.00	-	\$816,506.00	-	\$1,311,840.00
TOTAL PART A & PART B				-	\$840,991.00	-	\$1,897,851.00	-	\$1,963,230.00	-	no bid
REQUIRED SUBMITTALS						COMPLIANCE		COMPLIANCE		COMPLIANCE	
Actual Bid Submitted (prior to tabulation)						\$1,897,851.00		\$1,963,230.00		\$1,311,840.00	
Bid Form						Compliant		Compliant		Compliant	
Bid Bond security						Compliant		Compliant		Compliant	



LEGEND	
○	MANHOLE
—	BASIN
—	CITY LIMIT
—	LINES TV INSPECTED FOR 2010 (H) INVESTIGATION
SECTION NO. REFERS TO 2010 TV INSPECTION REPORT BY ACE PIPE CLEANING, INC.	
SEWER PIPE SIZE	
—	12"
—	14"
—	15"
—	16"
—	18"
—	24"

ESPEY SEGMENT 11



CITY OF BEDFORD
ESPEY SEGMENT 11

PROJECT MGR. ANTHONY CEPAK, P.E.	
PROJECT TECH RMT	JOB NO. 036100101
CHECKED BY CDH	DWG. NO.
REVIEWED BY AJC	E1



Council Agenda Background

PRESENTER: Thomas L. Hoover, P.E.,
Public Works Director

DATE: 02/26/13

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

ITEM:

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

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Public Works Department staff has worked with the staff of Gary Fickes, Tarrant County Commissioner Precinct Three, to develop an Interlocal Agreement for street improvements on one-half of Murphy Drive from Bedford Road to south of Cummings Drive. Each governing body agrees to share the cost of the services described below:

- HMAC Overlay on one-half of the roadway on Murphy Drive from Bedford Road to south of Cummings Drive. This would be the western portion of the existing roadway. The eastern portion was repaired with the installation of the 60" water main by the TRA.

The County agrees to provide the labor and equipment necessary for the work on the proposed project. The City agrees to provide the rest of the work necessary to complete the project. The total estimated cost to the City for materials, milling, ADA ramp modifications and various other items is \$70,000. If the City had to bid this project, the cost could be expected to exceed \$80,500. Having Tarrant County provide the labor and equipment for placing the HMAC will result in an estimated savings of \$10,500.

This project was reviewed and approved by the Street Improvement Economic Development Corporation on January 15, 2013.

RECOMMENDATION:

Staff recommends the following motion:

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

FISCAL IMPACT:

\$70,000 from the Street Improvement
Development Corporation Budget

ATTACHMENTS:

Resolution
Interlocal Agreement

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BEDFORD AND TARRANT COUNTY FOR STREET IMPROVEMENTS ON ONE-HALF OF MURPHY DRIVE FROM BEDFORD ROAD TO SOUTH OF CUMMINGS DRIVE AND THE HMAC OVERLAY ON ONE-HALF OF THE ROADWAY ON MURPHY DRIVE FROM BEDFORD ROAD TO HARWOOD ROAD.

WHEREAS, this Interlocal Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code; and,

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and,

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this agreement; and,

WHEREAS, each governing body agrees to share in the cost of the services.

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

SECTION 1. That the City Council of Bedford, Texas does hereby authorize the City Manager to enter into an Interlocal Agreement between the City of Bedford and Tarrant County for street improvements on one-half of Murphy Drive from Bedford Road to south of Cummings Drive and the HMAC overlay on one-half of the roadway on Murphy Drive from Bedford Road to Harwood Road.

SECTION 2. That funding for the project in the amount of \$70,000 will come from the Street Improvement Economic Development Corporation budget.

PASSED AND APPROVED this 26th day of February 2013, by a vote of ____ ayes, __ nays and ____ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

BACKGROUND

This Interlocal Agreement is between County of Tarrant ("COUNTY"), and the City of Bedford ("CITY");

Sections 791.001 – 791.029 of the Texas Government Code provide legal authority for this Agreement;

During the performance of the governmental functions and the payment for the performance of those governmental functions the parties will make the performance and payment from current revenues legally available to that party; and

The Commissioners Court of the COUNTY and the City Council of the CITY each find:

- a. This Agreement serves the common interest of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and COUNTY have authorized their representative to sign this Agreement.

The Parties therefore agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

COUNTY will furnish the labor and equipment for the following project:

- A. ***Murphy Drive from Bedford Road to south of Cummings Drive – place a two-inch HMAC type "D" surface on one-half of the roadway that has been milled off by a contractor (approximately 5,100 linear feet).***

2. CITY RESPONSIBILITY

- 2.1 CITY will furnish all materials for the project and pay trucking charges.

- 2.2 CITY will furnish a site for dumping waste materials generated during this project.
- 2.3 CITY will furnish all rights of way, plan specifications and engineering drawings and/or laboratory testing.
- 2.4 CITY will furnish necessary traffic controls including Type A barricades to redirect traffic flow to alternate areas during the construction phase of the project.
- 2.5 CITY will coordinate and be responsible for the replacement of all related signs as necessary.
- 2.6 CITY will provide the COUNTY with a hydrant meter and all the water necessary for the project at no cost to the COUNTY.
- 2.7 CITY will adjust/repair all utilities, manholes and valve boxes.
- 2.8 CITY agrees to pay the COUNTY for one-half the cost of the fuel used for the project.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this project.

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY within 30 days of project completion. Upon expiration of 30 days after project completion, the CITY becomes responsible for maintenance of the project.

4. NO WAIVER OF IMMUNITY

This agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by CITY, the COUNTY may apply permanent striping;
- 5.2 If necessary, COUNTY may furnish flag persons;
- 5.3 If required, the CITY will pay for engineering services, storm water run-off plans, and continuation of services and plan;

6. TIME PERIOD FOR COMPLETION

CITY will give the COUNTY notice to proceed at the appropriate time. However, COUNTY is under no duty to commence construction at any particular time.

7. THIRD PARTY

The parties do not enter into this contract to protect any specific third party. The intent of this contract excludes the idea of a suit by a third party beneficiary. The parties to this agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this contract does not create a partnership or joint venture between the parties. This agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed.

CITY OF BEDFORD

COUNTY OF TARRANT

B. Glen Whitley, County Judge

Date: _____

Date: _____

Gary Fickes, Commissioner Pct 3

Date: _____

Attest:

Attest:

APPROVED AS TO FORM

APPROVED AS TO FORM AND
LEGALITY

City Attorney

Assistant District Attorney

* By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



Council Agenda Background

PRESENTER: Thomas L. Hoover, P. E.,
Public Works Director

DATE: 02/26/13

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

ITEM:

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

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The construction of the North Tarrant Express (NTE) will cause the removal, relocation, or other necessary adjustments of existing utilities impacted by the NTE. Bluebonnet Contractors, LLC is the Design-Build Contractor for the Facility. The City of Bedford has requested that NTE Mobility Partners, LLC and Bluebonnet undertake the Adjustment of the Owner Utilities as necessary to accommodate the NTE. The City entered into a Master Utility Adjustment Agreement (MUAA) in July 2011. This UAAA provides the mechanism to accomplish a portion of these adjustments. This UAAA consists of five water and/or wastewater lines conflicting with the proposed Roadway Structure of the NTE. These facilities will be replaced with like-kind according to the City's Standards.

The UAAA provides for cost allocation of any adjustments between the City and NTE Mobility Partners and Bluebonnet in accordance with 203.092, Texas Transportation Code. This basically provides for a proportional split for adjustments made to facilities within the existing right-of-way of the NTE. When the facilities are within an easement, the NTE Mobility Partners and Bluebonnet pay 100% of the relocation cost. The total cost for this group of utility relocations, as shown on the attached City of Bedford Estimate, is \$95,352 with Bluebonnet paying \$81,588 and the City of Bedford paying \$13,764. This brings the City's total participation to \$2,105,374 and Bluebonnet's total participation to \$5,089,694. The Reimbursement Agreement with Bluebonnet, approved by the City Council on February 22, 2011, provides for a lump sum payment by the City on June 1, 2014.

RECOMMENDATION:

Staff recommends the following motion:

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

FISCAL IMPACT:

\$2,105,374 due June 1, 2014

ATTACHMENTS:

Resolution
UAAA #3 Amendment
Cost to the City of Bedford
Utility Assembly 183-U-0503-0003 (Available for review in the City Secretary's Office.)

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO UTILITY ADJUSTMENT AGREEMENT AMENDMENT #3 (UAAA) WITH NTE MOBILITY PARTNERS, LLC AND BLUEBONNET CONTRACTORS, LLC FOR THE ADJUSTMENT OF THE CITY OF BEDFORD'S EXISTING UTILITIES IMPACTED BY THE NORTH TARRANT EXPRESS PROJECT.

WHEREAS, the City Council of Bedford, Texas determines that existing utilities must be adjusted to provide for the construction of the North Tarrant Express; and,

WHEREAS, the City Council of Bedford, Texas recognizes that time is of the essence in completing the work contemplated herein.

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

SECTION 1. That the City Manager is authorized to enter into Utility Adjustment Agreement Amendment #3 (UAAA) with NTE Mobility Partners, LLC and Bluebonnet Contractors, LLC for the adjustment of the City of Bedford's existing utilities impacted by the North Tarrant Express Project.

SECTION 2. That funding for this agreement is due June 1, 2014.

PASSED AND APPROVED this the 26th day of February 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

County: TARRANT
Highway: SH 121
Limits: FROM IH 820 IN
HURST TO SH 183 IN
BEDFORD
Fed. Proj. No.: N/A
ROW CSJ No.: 0364-01-119
Const. CSJ No.: 0364-01-054

UTILITY ADJUSTMENT AGREEMENT AMENDMENT (Developer Managed)
(Amendment No. 0003 to Agreement No.: 183-U-0503)

THIS AMENDMENT TO MASTER UTILITY ADJUSTMENT AGREEMENT (this "Amendment"), by and between NTE Mobility Partners LLC, hereinafter identified as the "**Developer**", Bluebonnet Contractors, LLC, hereinafter identified as the "**Design-Build Contractor**" and The City of Bedford, hereinafter identified as the "**Owner**", is as follows:

WITNESSETH

WHEREAS, the STATE of TEXAS, acting by and through the Texas Department of Transportation, hereinafter identified as "TxDOT", proposes to construct the turnpike project identified above (the "Facility", as more particularly described in the "Original Agreement", defined below); and

WHEREAS, pursuant to that certain Comprehensive Development Agreement ("CDA") by and between TxDOT and the Developer with respect to the Facility, the Developer has undertaken the obligation to design, construct, finance, operate and maintain the Facility, including causing the removal, relocation, or other necessary adjustment of existing utilities impacted by the Facility (collectively, "Adjustment"); and

WHEREAS, pursuant to that certain Design-Build Contract by and between the Developer and the Design-Build Contractor with respect to the Facility (the "Design-Build Contract"), the Design-Build Contractor has undertaken the obligation to design and construct the Facility, which includes the Adjustment; and

WHEREAS, the Owner, the Developer, and the Design-Build Contractor are parties to that certain executed Master Utility Adjustment Agreement designated by the "Agreement No." indicated above, as amended by previous amendments, if any (the "Original Agreement"), which provides for the adjustment of certain utilities owned and/or operated by the Owner (the "Utilities"); and

WHEREAS, the parties are required to utilize this Amendment form in order to modify the Original Agreement to add the adjustment of Owner facilities not covered by the Original Agreement; and

WHEREAS, the parties desire to amend the Original Agreement to add additional Owner utility facility(ies), on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the agreements contained herein, the parties hereto agree as follows:

1. **Amendment.** The Original Agreement is hereby amended as follows:
 - 1.1 **Plans.**

- (a) The description of the Owner Utilities and the proposed Adjustment of the Owner Utilities in the Original Agreement is hereby amended to add the following utility facility(ies) (“Additional Owner Utilities”) and proposed Adjustment(s) to the Owner Utilities described in the Original Agreement

To adjust approximately 413 linear feet of wastewater facilities for the City of Bedford. Portions of this existing facility are in conflict with the NTE Project, and are to be adjusted in compliance with TxDOT's Utility Accommodation Rules (UAR). The proposed adjustment is located adjacent to SH 121/183 from NTE Utility BL STA 1125+52 to STA 1129+16. The adjustment will consist of replacing the facilities with like-kind.

- (b) The Plans, as defined in Paragraph 1 of the Original Agreement, are hereby amended to add thereto the plans, specifications and cost estimates attached hereto as Exhibit A.
- (c) The Plans attached hereto as Exhibit A, along with this Amendment, shall be submitted upon execution to TxDOT in accordance with Paragraph 2 of the Original Agreement, and Paragraph 2 shall apply to this Amendment and the Plans attached hereto in the same manner as if this Amendment were the Original Agreement. If the Owner claims an Existing Interest for any of the Additional Owner Utilities, documentation with respect to such claim shall be submitted to TxDOT as part of this Amendment and the attached Plans, in accordance with Paragraph 16(a) of the Original Agreement.

1.2 **Advancement of Funds by Owner for Engineering and Construction Costs.**

- (a) Exhibit A of the Original Agreement is hereby amended to add for the Additional Owner Utilities and proposed Adjustment(s) the following information set forth on Exhibit A hereto: (i) all estimated engineering and construction-related costs, including labor, material, equipment and other miscellaneous construction items, and (ii) the Owner's and Design-Build Contractor's respective cost sharing responsibility for the estimated costs, as more fully described in Section 1.4 below.

The Owner shall advance to the Design-Build Contractor its allocated share, if any, of the estimated costs for construction and engineering work to be performed by Design-Build Contractor under this Amendment, in accordance with the following terms:

- The adjustment of the Owner's Utilities does not require advancement of funds.
- The adjustment of the Owner's Utilities does require advancement of funds and the terms agreed to between the Design-Build Contractor and Owner are listed below.

- (b) Adjustment Based on Actual Costs or Agreed Sum. For purposes of Paragraph 7(b) of the Original Agreement, the following terms apply to the Additional Owner Utilities and proposed Adjustment.

[Check the one appropriate provision]:

- The Owner is responsible for its share of the Design-Build Contractor's actual cost for the Adjustment, including any identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Amendment, (i) the Owner shall pay to the Design-Build Contractor the amount, if any, by which the actual cost of the Betterment (as determined in Paragraph 9(b)) plus the actual cost of Owner's share of the Adjustment (based on the allocation set forth in Exhibit A) exceeds the estimated cost advanced by

the Owner, or (ii) the Design-Build Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such actual cost, as applicable.

- The Agreed Sum is the agreed and final amount due for the Adjustment, including any Betterment, under this Amendment. Accordingly, no adjustment (either up or down) of such amount shall be made based on actual costs.

1.3 **Reimbursement of Owner's Direct and Indirect Costs.** For purposes of Paragraph 6 of the Original Agreement, the following terms apply to the Additional Owner Utilities and proposed Adjustment:

(a) Design-Build Contractor agrees to reimburse the Owner its share of the Owner's direct and indirect costs (e.g., engineering, inspection, testing, ROW, including Owner's corporate overhead loadings) as identified in Exhibit A. When requested by the Owner, monthly progress payments will be made. The monthly payment will not exceed 80% of the estimated work done to date. Once the work is complete, final payment of the eligible costs will be made. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

(b) The Owner's direct and indirect costs associated with Adjustment of the Owner Utilities shall be developed pursuant to the method checked and described below [*check only one box*]:

(1) Actual direct and indirect costs accumulated in accordance with (i) a work order accounting procedure prescribed by the applicable Federal or State regulatory body, or (ii) established accounting procedure developed by the Owner and which the Owner uses in its regular operations or,

(2) The agreed sum of \$_____ ("Agreed Sum") as supported by the analysis of the Owner's estimated costs attached hereto as part of Exhibit A.

1.4 **Responsibility for Costs of Adjustment Work.** For purposes of Paragraph 4 of the Original Agreement, responsibility for the Agreed Sum or Actual Cost, as applicable, of all Adjustment work to be performed pursuant to this Amendment shall be allocated between the Design-Build Contractor and the Owner as identified in Exhibit A hereto and in accordance with §203.092, Texas Transportation Code. An allocation percentage may be determined by application of an Eligibility Ratio, if appropriate, as detailed in Exhibit A, provided however, that any portion of an Agreed Sum or Actual Cost attributable to Betterment shall be allocated 100% to the Owner in accordance with Paragraph 9 of the Original Agreement. Payment for the work completed of Design-Build Contractor's portion of the Agreed Sum or Actual Cost, as applicable, shall be due upon receipt of invoice. Invoice will be considered past due after 30 days.

1.5 **Betterment.**

(a) Paragraph 9(b) (Betterment and Salvage) of the Original Agreement is hereby amended to add the following [*Check the one box that applies, and complete if appropriate*]:

The Adjustment of the Additional Owner Utilities, pursuant to the Plans as amended herein, does not include any Betterment.

The Adjustment of the Additional Owner Utilities, pursuant to the Plans as amended herein, includes Betterment to the Additional Owner Utilities by reason of [*insert explanation, e.g. "replacing 12" pipe with 24" pipe*]: _____. The

Design-Build Contractor has provided to the Owner comparative estimates for (i) all work to be performed by the Design-Build Contractor pursuant to this Amendment, including work attributable to the Betterment, and (ii) the cost to perform such work without the Betterment, which estimates are hereby approved by the Owner. The estimated cost of the Design-Build Contractor's work under this Amendment which is attributable to Betterment is \$_____, calculated by subtracting (ii) from (i). The percentage of the total cost of the Design-Build Contractor's work under this Amendment which is attributable to Betterment is _____%, calculated by subtracting (ii) from (i), which remainder is divided by (i).

- (b) If the above Paragraph 1.5(a) identifies Betterment, the Owner shall advance to the Design-Build Contractor, at least **fourteen (14) days** prior to the date scheduled for commencement of construction for Adjustment of the Additional Owner Utilities, the estimated cost attributable to Betterment as set forth in Paragraph 1.5(a) of this Amendment. If the Owner fails to advance payment to the Design-Build Contractor on or before the foregoing deadline, the Design-Build Contractor shall have the option of commencing and completing (without delay) the Adjustment work without installation of the applicable Betterment. *[Check the one appropriate provision]:*

The estimated cost stated in Paragraph 1.5(a) of this Amendment is the agreed and final amount due for Betterment under this Amendment, and accordingly no adjustment (either up or down) of such amount shall be made based on actual costs.

The Owner is responsible for the Design-Build Contractor's actual cost for the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Amendment, (i) the Owner shall pay to the Design-Build Contractor the amount, if any, by which the actual cost of the Betterment (determined as provided below in this paragraph) exceeds the estimated cost advanced by the Owner, or (ii) the Design-Build Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such actual cost, as applicable. Any additional payment by the Owner shall be due within **sixty (60) days** after the Owner's receipt of the Design-Build Contractor's invoice therefore, together with supporting documentation; any refund shall be due within **sixty (60) days** after completion of the Adjustment work under this Amendment. The actual cost of Betterment incurred by the Design-Build Contractor shall be calculated by multiplying (i) the Betterment percentage stated in Paragraph 1.5(a) of this Amendment, by (ii) the actual cost of all work performed by the Design-Build Contractor pursuant to this Amendment (including work attributable to the Betterment), as invoiced by the Design-Build Contractor to the Owner.

- (c) The determinations and calculations of Betterment described in this Amendment shall exclude right-of-way acquisition costs. Betterment in connection with right-of-way acquisition is addressed in Paragraph 15 of the Original Agreement.

1.6 Miscellaneous.

- (a) Owner and Design-Build Contractor agree to refer to this Amendment, designated by the "Amendment No." and "Agreement Number" indicated on page 1 above, on all future correspondence regarding the Adjustment work that is the subject of this Amendment and

to track separately all costs relating to this Amendment and the Adjustment work described herein.

2. **General.**

- (a) All capitalized terms used in this Amendment shall have the meanings assigned to them in the Original Agreement, except as otherwise stated herein.
- (b) This Amendment may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one and the same instrument.
- (c) Except as amended hereby, the Original Agreement shall remain in full force and effect. In no event shall the responsibility, as between the Owner and the Design-Build Contractor, for the preparation of the Plans and the Adjustment of the Owner Utilities be deemed to be amended hereby.
- (d) This Amendment shall become effective upon the later of (a) the date of signing by the last party (either the Owner, the Design-Build Contractor or the Developer) signing this Amendment, and (b) the completion of TxDOT's review and approval as indicated by the signature of TxDOT's representative, below.

APPROVED BY:

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: _____
Authorized Signature

Printed
Name: Donald C. Toner, Jr, SR/WA

Director – Strategic Projects Right of Way
Strategic Projects Division

Date: _____

DESIGN-BUILD CONTRACTOR

Bluebonnet Contractors, LLC

By: _____
Duly Authorized Representative

Printed
Name: Jose Carlos Esteban

Title: Chief Executive Officer

Date: _____

OWNER

City of Bedford

By: _____
Duly Authorized Representative

Printed
Name: _____

Title: _____

Date: _____

DEVELOPER

NTE Mobility Partners LLC

By: _____
Duly Authorized Representative

Printed
Name: Steve Hankins, PE

Title: Chief Operating Officer

Date: _____

City of Bedford Estimate for NTE Utility Relocations

183-U-0503-0003

February 4, 2012

Conflicts: 423B

Estimated Direct Costs for City of Bedford	\$ -
--------------------------------------------	------

Estimated Direct Costs for Bluebonnet Contractors, LLC	\$ 70,970.00
--------------------------------------------------------	--------------

Estimated Indirect Costs for City of Bedford	\$ 8,738.80
----------------------------------------------	-------------

Estimated Indirect Costs for Bluebonnet Contractors, LLC	\$ 15,643.50
----------------------------------------------------------	--------------

Total Estimated Cost for Proposed Relocations	\$ 95,352.30
------------------------------------------------------	---------------------

Estimated Share for Bluebonnet Contractors, LLC	\$ 72,849.16
-------------------------------------------------	--------------

Estimated Share for City of Bedford	\$ 22,503.14
-------------------------------------	--------------

Total Existing Footage :	375	100% * (1018/17827) =	52.80%
Total Footage in Easement :	198	50% * (16809/17827) =	23.60%
Total Footage in ROW :	177		

Eligibility Ratio : 76.40%

Estimated True-up Amount to be Paid to Bluebonnet Contractors, LLC \$ 13,764.34

(Bedford's Share - Bedford Indirect Costs)

Estimated Costs for Civil Construction

Description	Unit	Quantity	Unit Price	Subtotal
Trenching	LF	413	\$ 50.00	\$ 20,650.00
Install 15" PVC SDR-26 Pipe (Open Cut)	LF	413	\$ 40.00	\$ 16,520.00
Install 4' Manhole	EA	4	\$ 6,500.00	\$ 26,000.00
Connect to Existing Manhole	EA	1	\$ 1,800.00	\$ 1,800.00
Remove Existing Manhole	EA	1	\$ 1,000.00	\$ 1,000.00
MISC Civil Construction Costs	EA	1	\$ 5,000.00	\$ 5,000.00

Total	\$	70,970.00
--------------	-----------	------------------

Estimated Indirect Costs for Bluebonnet Contractors, LLC

Description	Unit	Quantity	Unit Price	Subtotal
Plan Design	LF	413	\$ 15.00	\$ 6,195.00
Plan Review	HRS	20	\$ 85.00	\$ 1,700.00
Project Inspection	HRS	40	\$ 105.00	\$ 4,200.00
BBC Overhead	LS	1	\$ 3,548.50	\$ 3,548.50

Total	\$	15,643.50
--------------	-----------	------------------

Estimated Indirect Costs for City of Bedford

Description	Unit	Quantity	Unit Price	Subtotal
Plan Review	HRS	20	\$ 85.00	\$ 1,700.00
Project Inspection	HRS	40	\$ 105.00	\$ 4,200.00
BBC Overhead	LS	1	\$ 2,838.80	\$ 2,838.80

Total	\$	8,738.80
--------------	-----------	-----------------



Council Agenda Background

PRESENTER: Thomas L. Hoover, P.E., Public Works

DATE: 02/26/13

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

ITEM:

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

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Public Works Department Wastewater Division identified that the Sanitary Sewer Lines within the Sulphur Branch Tributary, also known by the name of the metering station as 19.1W is in need of replacement due to infiltration and insufficient capacity. This project includes replacement by open cut and cured in place polymer pipe lining of 1,566 LF sanitary sewer main pipe. The low bidder is Utilitex Construction LLP in the amount of \$451,045.50. The Opinion of Probable Cost furnished by the design consultant for the work is \$428,500 and the average amount of bids received was \$563,178. Funding will come from the 2010 Wastewater Certificates of Obligation.

RECOMMENDATION:

Staff recommends the following motion:

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

FISCAL IMPACT:

\$451,045.50 from the 2010 Wastewater Certificates of Obligation.

ATTACHMENTS:

Resolution
Bid Tabulation
Map

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH UTILITEX CONSTRUCTION LLP FOR SANITARY SEWER LINE REPLACEMENT IN THE BASIN 19.1W OF THE SULPHUR BRANCH TRIBUTARY IN THE AMOUNT OF \$451,045.50.

WHEREAS, the City Council of Bedford, Texas determines the necessity for these sanitary sewer improvements; and,

WHEREAS, the City of Bedford, Texas determines these improvements will correct infiltration and flow problems of the existing sanitary sewer system; and,

WHEREAS, the City of Bedford, Texas determines these improvements will protect the vitality of the neighborhood.

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

SECTION 1. That the City Council authorizes the City Manager to enter into a contract with Utilitex Construction LLP for Sanitary Sewer Line Replacement in the basin 19.1W of the Sulphur Branch Tributary in the amount of \$451,045.50.

SECTION 2. That funding in the amount of \$451,045.50 from the 2010 Wastewater Certificates of Obligation.

PASSED AND APPROVED the 26th day of February 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

CITY OF BEDFORD

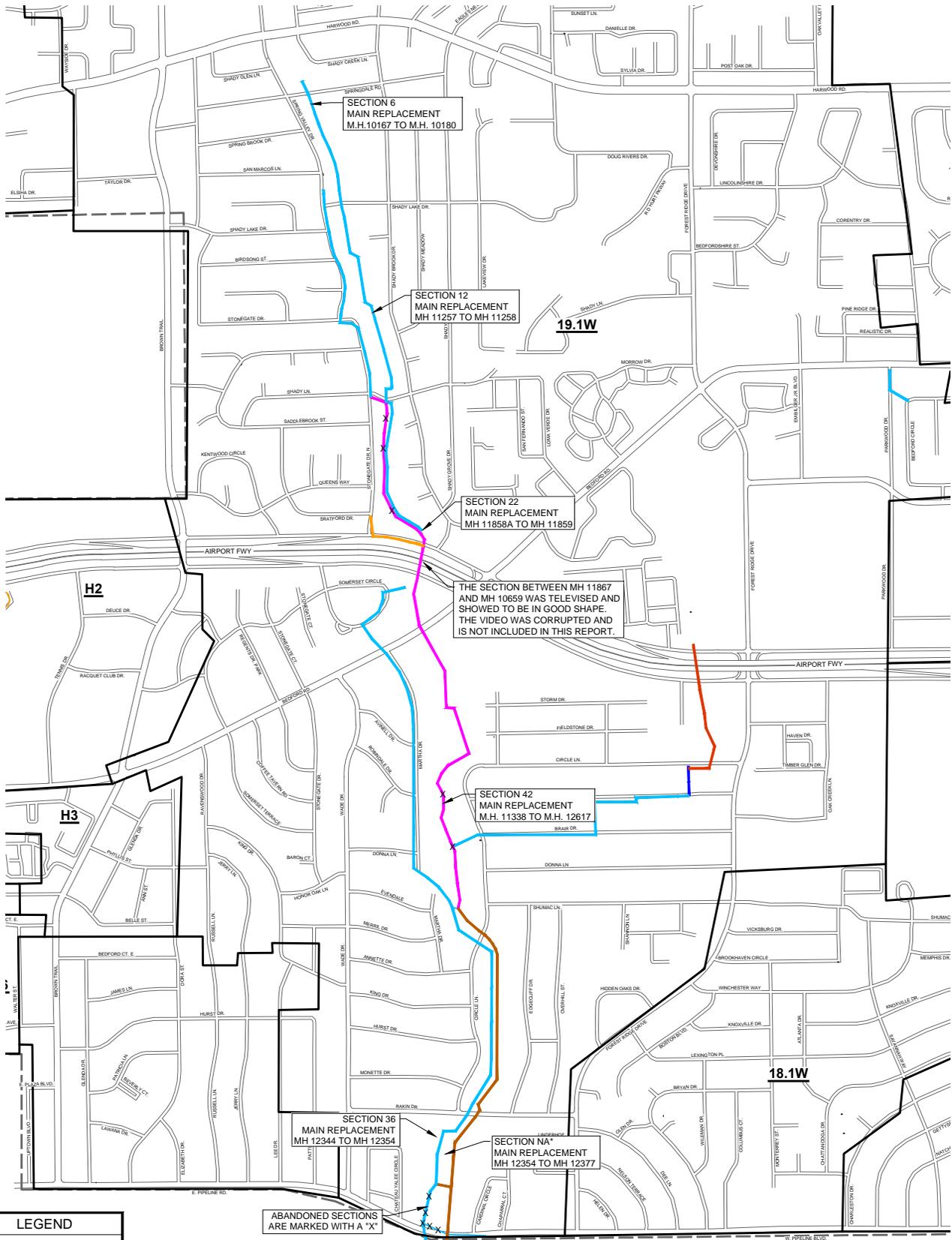
19.1W SANITARY SEWER RENEWAL AND REHABILITATION (BID REF. NO. 11-SE-1)

Bid Opening Time and Date: 10 am Tuesday, 2/19/13

	BIDDERS	
	UtiliTex Construction	Ark Contracting Services
BASE BID (CIPP & OPEN CUT)		
Total Base Bid (Unit Price Calculated)	\$406,945.50	\$611,311.00
ALTERNATE A (OPEN CUT, PVC PIPE POINT REPAIR)		
Total Alternate A Bid (Unit Price Calculated)	\$44,100.00	\$64,000.00

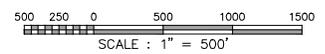
Award Options

BASE BID (CIPP & OPEN CUT)	\$406,945.50	\$611,311.00
ALTERNATE A (OPEN CUT, PVC PIPE POINT REPAIR)	\$44,100.00	\$64,000.00
RECOMMENDED AWARD	\$451,045.50	\$675,311.00



BEDFORD 19.1 W SANITARY SEWER RENEWAL

LEGEND	
○	MANHOLE
—	BASIN
—	CITY LIMIT
—	LINES TV INSPECTED FOR 2010 (H) INVESTIGATION
SECTION NO. REFERS TO 2010 TV INSPECTION REPORT BY ACE PIPE CLEANING, INC.	
SEWER PIPE SIZE	
—	4"
—	6"
—	8"
—	10"
—	12"
—	14"
—	15"
—	16"
—	18"
—	24"



GARY BURTON ENGINEERING, INC.
CONSULTING - PLANNING - PERMITTING - DESIGN - MANAGEMENT (F-2812)
HOME OFFICE: 14531 HWY. 155 S TYLER, TEXAS 75703 PH. (903) 561-6984 FAX (903) 561-6757
BR. OFFICE: 6320 SOUTHWEST BLVD, STE 102 - FORT WORTH, TEXAS 76109 PH. (817) 599-9067

CITY OF BEDFORD
2010 SANITARY SEWER COLLECTION SYSTEM
19.1W INFILTRATION/INFLOW INVESTIGATION

PROJECT MGR. ANTHONY CEPAK, P.E.	
PROJECT TECH RMT	JOB NO. 036100101
CHECKED BY CDH	DWG. NO.
REVIEWED BY AIC	L1