

AGENDA

**Regular Meeting of the Bedford City Council
Tuesday, June 12, 2012
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021**

**Conference Room Work Session 5:00 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.
- Legal briefing by the City Attorney regarding Council's Role, Responsibilities and Duties.

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:

- Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments.
- Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1D, The Shops at Central Park.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Pastor Kevin Smith, Faith Christian Fellowship 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. Trinity Arts Guild to present an award of appreciation to the City of Bedford for its continued support and a brief review of their plans for the future.

PERSONS TO BE HEARD

2. The following individuals have requested to speak to the Council tonight under Persons to be Heard.
 - a) Marilyn Good, 2229 Lakeview Drive, Bedford, TX – Requested to speak to the Council regarding opening the old Library to be used as an Apple Store and to use the old Library for seniors.

APPROVAL OF THE MINUTES

3. Consider approval of the following City Council minutes:
 - a) May 22, 2012 special and regular meeting
 - b) June 4, 2012 special meeting
 - c) June 5, 2012 special meeting

NEW BUSINESS

4. Consider an ordinance amending Chapter 6 of the City of Bedford Code of Ordinances, “Advertising;” Article III-Signs, Section 6-67 “Definitions,” Section 6-70 “Special Sign Types”, Section 6-71 “Permanent Signs”, Section 6-74 “Prohibited Signs;” providing for an Exhibit “A” being the City of Bedford Sign Regulations; providing a savings clause; providing a severability clause; and providing an effective date.
5. Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement between the City of Bedford and Tarrant County for the Harris Ryals Park Trail Project.
6. Consider a resolution authorizing the City Manager to enter into a contract with Tejas Commercial Construction, LLC in the amount of \$184,792 for the Glenda Drive/Patricia Lane Drainage Improvements.
7. Consider a resolution recommending the appointment of representatives to the Regional Transportation Council.
8. Consider a resolution appointing members to Bedford’s Citizen Boards and Commissions.
9. Discussion and action regarding the appointment of the Mayor Pro Tem and Board and Commission Liaisons to include discussion regarding the role of the Council liaison.
10. Discussion about reviewing, considering, and acting to remove any "Inactive" members of the various City Boards and Commissions as per City policy. ***Item requested by Councilmember Boyter.
11. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Control Board – Mayor Griffin
 - ✓ Animal Shelter Advisory Board - Mayor Griffin
 - ✓ Beautification Commission – Councilmember Turner
 - ✓ Community Affairs Commission
 - ✓ Cultural Commission
 - ✓ Library Board – Councilmember Brown
 - ✓ Parks & Recreation Board - Mayor Griffin
 - ✓ Senior Citizen Advisory Board
 - ✓ Teen Court Advisory Board - Mayor Griffin
12. Council member reports
13. City Manager/Staff Reports

14. 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, June 8, 2012 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: Stan Lowry, City Attorney

DATE: 06/12/12

Work Session

ITEM:

Legal briefing by the City Attorney regarding Council's Role, Responsibilities and Duties.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Anita Hale, President-Elect, Trinity Arts Guild **DATE:** 06/12/12

Council Recognition

ITEM:

Trinity Arts Guild to present an award of appreciation to the City of Bedford for its continued support and a brief review of their plans for the future.

City Manager Review: _____

DISCUSSION:

The Trinity Arts Guild would like to show their appreciation for the City of Bedford's continuing support since 1974 and review their plans for the future.

ATTACHMENTS:

Letter from Trinity Arts Guild
History of the Trinity Arts Guild

Beverly Queen Griffith
City Manager, City of Bedford
Bedford, Texas

May 15, 2012

Beverly;

It was a pleasure to meet you. Thank you for the time you allowed for our meeting. I look forward to working with you and your Associates in the near future.

Attached is the historic information of Trinity Arts Guild.

We agreed to hand-out the information to the Council members ahead of the meeting for their review so that my time with them will address plans for the future.

Thank you for this opportunity.

Sincerely,

A handwritten signature in cursive script that reads "Anita".

Anita Hale, President- elect
Trinity Arts Guild

History of Trinity Arts Guild

Trinity Arts Guild (TAG) was formed in 1961 when a small group of artists realized the potential for physical and cultural growth of the Mid-Cities area. The fledgling group was named the Hurst Art Association. The name Trinity Arts Guild was adopted in 1967, shortly after the group moved to Richland Hills, Texas.

In early 1975, an agreement was reached with the city of Bedford for the Guild to occupy the first floor of the east dormitory of the Bedford Boys Ranch. The Guild members put aside their paint brushes and took up work tools to set about refurbishing the building's interior. The first meeting was held at the current site in April 1975.

Since 1961 our organization has seen many improvements and much growth. TAG member ranks have steadily grown also. Improvements have been made in the gallery and the number of programs has increased. We are grateful for our members who have, over the years, volunteered to make the organization one of the most outstanding non-profit 501(c)(3) art associations in Texas.

In 1978, the Trinity Arts Foundation was formed and evolved through several names and several locales. Today, the Trinity Arts Guild enjoys a relationship with the Arts Council Northeast (newest evolved name), and, we share the building on the Bedford Boys Ranch with the council. We are not members of The Arts League nor Arts Council Northeast. However, we do participate in Shining Stars, the Annual Luncheon, and, our President sat on the Council Board for a season.

TAG is much more. We have many stories and “mucho” photos of our 50 years history. One of the first stories is as follows:

The artist group that initiated with the City went by the building to make a work plan. There were children riding horses inside the Building; going up and down the stairs on horseback can be fun. But when artists, clowns, or the Lord get upset it really scares young people. So that was the end of that.



Council Agenda Background

PRESENTER: See below

DATE: 06/12/12

Persons to be Heard

ITEM:

- a) Marilyn Good, 2229 Lakeview Drive, Bedford, TX – Requested to speak to the Council regarding opening the old Library to be used as an Apple Store and to use the old Library for seniors.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letter of Request

5-22-12

Dear Michael;

New Business

I'm proposing opening our old
Library to be used as an Apple Store..
similar to the one in South Lake.

For those of us who have 1 Pads..
and 1 Phones.

Also to use the Library for Seniors..
Book Reviews etc.

Thank you..

Marilyn Good



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 06/12/12

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) May 22, 2012 special and regular meeting
- b) June 4, 2012 special meeting
- c) June 5, 2012 special meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Minutes of May 22, 2012 special regular meeting
Minutes of June 4, 2012 special meeting
Minutes of June 5, 2012 special meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Special Session at 5:30 p.m., Work Session at 6:00 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 22nd day of May, 2012 with the following members present:

Ray Champney
Chris Brown
Roger Fisher
Jim Griffin
Roy Savage
Roy W. Turner

Mayor Pro Tem
Council Members

constituting a quorum.

Mayor Story was absent from tonight's meeting.

Staff present included:

David Miller
Stan Lowry
Michael Wells
Cliff Blackwell
Bill Cooper
Roger Gibson
John Kubala
Jill McAdams
Mirenda McQuagge-Walden
Maria Redburn
Jacquelyn Reyff
Bill Syblon
James Tindell

Deputy City Manager
City Attorney
City Secretary
Administrative Services Director
Information Services Director
Police Chief
Public Works Director
Human Resources Director
Managing Director of Community Services
Library Manager
Planning Manager
Development Director
Fire Chief

SPECIAL SESSION

Mayor Pro Tem Champney called the Special Session to order at 5:30 p.m.

- **Consider approval of the following City Council minutes:**
 - a) **May 8, 2012 regular meeting**
 - b) **May 17, 2012 special meeting**

Motioned by Councilman Brown, seconded by Councilman Griffin, to approve the minutes of the May 8, 2012 regular meeting and the May 17, 2012 special meeting.

Motion approved 6-0-0. Mayor Pro Tem Champney declared the motion carried.

- **Council member reports**
 - a) **Councilman Fisher – End of Term Comments**

Councilman Fisher said to the citizens that it has been an honor to serve them the last three years. It has been a privilege of a lifetime and the things he has learned as a part of the Council are things he

will never forget. He has learned a lot about government and feels that city government is the most pure form of government. He is now hoping to serve the citizens on a different level. To the City staff, he is sorry that they are vilified for simply being municipal employees. He appreciates them and their honesty and candor. He can honestly say that he is leaving the City in a better position than when he came in. The votes he has made were in the best interest of the City and not in deference to further anybody's political career. To the Council, he stated that they have had many meetings and many good times and he appreciates them all. He spoke directly to and expressed gratitude towards each Council Member present. When he was elected, his mom gave him a plaque with a poem called "My Town" written in 1938. He presented framed copies of the poem to each of the Council members. To the new Council Members, he advised them to vote their conscience, vote their City, trust the staff and that everything that they do not be for the betterment of their personal political careers but for the betterment of the people who voted them into their position to serve. Finally, he thanked his wife and his children.

Mayor Pro Tem Champney stated he has enjoyed his four years on Council and his last year as Mayor Pro Tem. It has been a wonderful experience and everything that Councilman Fisher said about it being a learning experience is true. Tonight is a celebration as there will be new Council Members with new ideas and the City will move ahead and prosper.

- **Consider a resolution to receive and accept as true and correct the canvassed voting results for the General Election held on May 12, 2012 for the election of a Mayor and Council Members Place 1 and Place 2, and the results of a Special Election for the election of Council Members Place 3 and Place 4, as presented by the City Secretary.**

Motioned by Councilman Turner, seconded by Councilman Brown, to approve a resolution to receive and accept as true and correct the canvassed voting results for the General Election held on May 12, 2012 for the election of a Mayor and Council Members Place 1 and Place 2, and the results of a Special Election for the election of Council Members Place 3 and Place 4, as presented by the City Secretary.

Motion approved 6-0-0. Mayor Pro Tem Champney declared the motion carried.

INAUGURATION OF NEWLY ELECTED OFFICIALS

- **Administer Statement of Elected Officer and Oath of Office to newly elected Mayor and Council Members Place 1, Place 2, Place 3 and Place 4 and presentation of the Certificates of Election.**

City Secretary Michael Wells administered the Statement of Elected Official to newly elected Council Members Michael Boyter - Place 1, Jim Davisson - Place 2, Sherri Olsen - Place 3 and Patricia Nolan - Place 4. Mr. Wells also administered the Statement of Elected Official to newly elected Mayor Jim Griffin. Mayor Jim Griffin presented the Certificates of Election to Council Members Boyter, Davisson, Olsen and Nolan. Councilman Turner presented the Certificate of Election to Mayor Griffin.

Mayor Griffin stated he was humbled and grateful for the support to make this day a reality. His heart is about service and giving back to the community. He hopes to continue to do that as Mayor and that he would be the salesperson for the City in order to sell it to new businesses and as a destination. He hopes to work together with the Council as a team and that they will accomplish a lot. He gave a special thanks to his daughter and wife for their hard work.

Councilman Turner welcomed each new member to the Council and he looks forward to working with them. A special welcome goes to Mr. Griffin as the new Mayor and he looks forward to working with him in any capacity.

Councilman Brown stated to the new Council Members that everybody was new at one point and he knows exactly what they are going through. If there is any way that himself, Councilman Turner or Mayor Griffin can help the new members, he wants to work together as a team. He looks forward to working with every single one of them.

ADJOURNMENT

Mayor Griffin adjourned the Special Session at 5:54 p.m.

WORK SESSION

Mayor Griffin called the Work Session to order at 6:05 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: 3, 4 and 5.

Fire Chief James Tindell presented information regarding Item #3. The 2009 State Homeland Security Grant Program is used for enhancements to the Mobile Command Unit, which is utilized by the Police and Fire Departments to protect the City. The Unit is also available to the State and Federal Governments upon request and costs are 100 percent reimbursed to the City. The final project utilizing the grant is for the purchase of radios to communicate with other levels of government. It would replace radios currently being used. In answer to questions from Council, Chief Tindell explained that it was not a stipulation of the grant for the Unit to be available to the State or Federal Governments. Other items funded through the grant include a satellite system and antenna towers, an infrared camera system and a generator system. He explained it was highly unlikely that there would be any further grant opportunities in the future.

Police Department Technical Services Manager Kelli Agan presented information regarding Item #4. This item is for renovations to the Department's Dispatch Center and the break room to address space and storage issues. When the Law Enforcement Center was built, there had been additional space designated for Dispatch; however, it was reduced to accommodate a server. The space is inadequate and items are being stored in unfavorable places such as a restroom. The break room is also very small. Funding for this project is from Tarrant County and there is no cash match. \$307 will have to be utilized from the line item budget.

Managing Director of Community Services Mirenda McQuagge-Walden presented information regarding Item #5. This is for a resolution to deny the most recent rate increase request from Atmos Energy. It is a system-wide increase for base rates of 11.94%, or \$49M. It also includes a 13.6% increase for residential customers. The deadline to act on the denial is June 11; without the denial, the rate increase will automatically go into effect. In answer to questions from Council, Ms. McQuagge-Walden stated that in January, Atmos filed their statement of intent and Council took action to allow 90 days of negotiations. Atmos and the Atmos Cities Steering Committee (ACSC) have indicated they want to come to some sort of settlement; however, no agreement has been reached. Staff wants to move forward with the denial, which would prevent the rate increase from going into effect on June 11 and would allow some time for further negotiations before this item goes before the Railroad Commission. This is the first full blown rate case since 2005. Past rate cases have been more incremental and handled through either the Gas Reliability Infrastructure Program or the rate review mechanism. There is no statutory timeframe for the Railroad Commission to hear this case but she was told by the attorneys for the ACSC to expect an average of four to six months before it would be heard by the Commission.

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:

- **Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments.**
- **Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – Gregory Eric Austin v. City of Bedford.**

Council convened into Executive Session pursuant to the Texas Government Code pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of

Landra Apartments and Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – Gregory Eric Austin v. City of Bedford at 6:19 p.m.

Council reconvened from Executive Session at approximately 6:31 p.m. Council did not finish the Executive Session and will convene again at the end of the meeting.

Council convened into Executive Session again at approximately 7:08 p.m.

Council reconvened from Executive Session at approximately 7:30 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 6:36 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order. He thanked everybody in the audience and asked them to bear with the new Council and the new Mayor as they get through the process.

INVOCATION (Pastor Marty Akins, First Baptist Church of Bedford)

Pastor Marty Akins of First Baptist Church of Bedford gave tonight's invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

OPEN FORUM

Nobody chose to speak under tonight's Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilman Brown, seconded by Councilman Turner, to approve the following items by consent: 3, 4 and 5.

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

COUNCIL RECOGNITION

1. Proclamation designating the week of May 20 – 26, 2012 as Emergency Medical Service Week.

Mayor Griffin read a proclamation designating the week of May 20 – 26, 2012 as Emergency Medical Service Week. Fire Chief Tindell, Deputy Chief Bobby Sewell and Dr. Roy Yamada were on hand to accept the proclamation. Mayor Griffin stated that the City has the greatest emergency services between the Fire and Police Departments and he is amazed by their sacrifice and hard work.

Deputy Chief Sewell stated that Dr. Yamada has been the Medical Director for Bedford for 14 years. He is currently the Medical Director over 11 different cities, two colleges and the air medical service. Dr. Yamada congratulated the new Council and looked forward to working with them. The previous Council supported them greatly and allowed them to be the best EMS in the State. He stated that he does not send patients to the closest hospital, but instead sends them to the most appropriate hospital.

PERSONS TO BE HEARD

2. The following individuals have requested to speak to the Council tonight under Persons to be

Heard.

a) Scott Nordon, Posados 1601 Airport Freeway – Request to speak to the Council regarding Posado’s new sign.

Scott Nordon, Posados, 1514 Ridgewood Drive, Prosper, TX – Mr. Nordon is the Chief Operating Officer of Posados and they operate a restaurant in the City. TxDOT has acquired land on the Forest Ridge/121 side of their property and the decision was made to move the entrance of Posados from its current location to the northwest side of the building. With that, the building was redesigned and plans were submitted to the City. They have run into issues with one of their signs. When the plans were submitted and applications made for permits back in January, the sign package was part of the plans. The sign has already been manufactured at a cost of \$9,500. He stated that they have operated in Bedford for over 12 years and he has been encouraged by the City’s openness during renovations. They chose not to move based on the City’s willingness to work with them and the strong customer base. He asked that the Council work with them to grant a variance on the 12 inches.

In answer to questions from Council, Building Official Russell Hines stated that the plans for the building were submitted in November of 2011. It went through the process of plan review and permits were issued. There was no sign package included at that time, just that a sign blade was denoted. The sign package was received in May and it was determined that the sign in question was in violation. The current Sign Ordinance reads that any sign which projects away from the wall more than 12 inches is prohibited. The Posados sign projects away from the wall by 24 inches. This item cannot be taken to the Building and Standards Commission for a variance. Staff would like to bring language to Council for an amendment to the Sign Ordinance that would allow this sign.

In answer to questions from Council, Deputy City Manager David Miller stated that Posados could not put up the sign until the Ordinance has been changed. Staff can bring this change to Council by the June 12 meeting or the end of June at the latest. Mr. Hines stated that it is common practice that the sign package be separate from the plan review.

Council was of the consensus to direct staff to bring amendments to the Sign Ordinance for “projection signs”, moving the maximum distance from the wall from 12 inches to 26 inches.

b) William Ledbetter, 3006 Bramble Oaks Court, Bedford, TX – Requested to speak to the Council to recap the Saturday, April 21, 2012 CRUD Cruiser event.

William Ledbetter, 3006 Bramble Oaks Court – Mr. Ledbetter congratulated the new Council. He reported on the CRUD Cruiser Event that was held by the Parks and Recreation Board in conjunction with the Beautification Commission on April 21. This event is an outreach program from the City of Fort Worth Hazardous Waste Collection facility. 200 vehicles came through Meadow Park and the CRUD vehicle was filled within two hours. Their recycling partner, SDS Electronic Recycling, reported that they collect 5,945 lbs of electronics. This arrangement with SDS is at no cost to the City. Mr. Ledbetter also reported that the Community Garden has already donated produce to New Hope. Council congratulated Mr. Ledbetter on being selected as the new chairperson of the Beautification Commission.

NEW BUSINESS

3. Consider a resolution authorizing the City Manager to purchase, seven mobile and four portable radios from D/FW Communications in the amount of \$22,292.50, utilizing funding from the 2009 State Homeland Security Grant Program awarded by the State of Texas.

This item was approved by consent.

4. Consider a resolution of the City Council of Bedford, Texas, authorizing the City Manager to enter into a contract with The Rockaway Company, Inc. for renovations to the Police Department’s Dispatch Division in the amount of \$19,525, utilizing the Tarrant County 9-1-1 District PSAP Assistance Program Funding.

This item was approved by consent.

- 5. Consider a resolution of the City of Bedford denying Atmos Energy Corp., Mid-Tex Division's ("Atmos Mid-Tex") requested rate change; requiring the Company to reimburse the City's reasonable rate making expenses; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and ACSC's legal counsel.**

This item was approved by consent.

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

- ✓ **Animal Control Board**

No report was given.

- ✓ **Animal Shelter Advisory Board**

No report was given.

- ✓ **Beautification Commission – Councilman Turner**

Councilman Turner reported that the Community Garden has already made donations to charitable groups. The plots are completely rented out and there is a waiting list.

- ✓ **Community Affairs Commission**

No report was given.

- ✓ **Cultural Commission**

No report was given.

- ✓ **Library Board – Councilman Brown**

No report was given.

- ✓ **Parks & Recreation Board**

Mayor Griffin reported that the Board is working on their presentation regarding a dog park at Meadow Park.

- ✓ **Senior Citizen Advisory Board**

No report was given.

- ✓ **Teen Court Advisory Board no report.**

No report was given.

7. Council member reports

Mayor Griffin reported that the Council will be holding Board and Commission interviews on June 5. At the Council meeting on June 12, assignments for Council liaisons to the Boards and Commission will be made.

8. City Manager/Staff Reports

Deputy City Manager David Miller stated that on behalf of the City Manager's Office and the rest of City staff, he welcomes the new Council members and looks forward to working with them. On Friday, May 25, Central Pool and SPLASH will open. City offices will be closed on Monday, May 28 for Memorial Day; however, trash and recycling will not be affected. Registration continues for the Summer Reading Club with the log-in beginning June 1. On June 1, the Old Bedford School will be showing the 1960 version of Ocean's 11 as part of classic movie night.

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

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

ADJOURNMENT

Mayor Griffin adjourned the meeting at 7:31 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Special Session at 5:15 p.m. in the Building A Conference Room of City Hall, 2000 Forest Ridge Drive, on the 4th day of June, 2012 with the following members present:

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

Mayor
Council Members

constituting a quorum.

Councilman Boyter and Councilwoman Olsen were absent from tonight's meeting.

Staff present included:

Beverly Griffith
David Miller
Michael Wells
Cathy Cunningham

City Manager
Deputy City Manager
City Secretary
City Attorney

SPECIAL SESSION 5:15 P.M.

The Special Session began at 5:15 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

EXECUTIVE SESSION:

- 1. To convene in the conference room in compliance with Section 551.001 et. Seq. Texas Government Code, to discuss the following: Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – Gregory Eric Austin v. City of Bedford.**

Council convened into Executive Session pursuant to the Texas Government Code Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – Gregory Eric Austin v. City of Bedford at 5:16 p.m.

Council reconvened from Executive Session at approximately 5:32 p.m.

Any necessary action to be taken as a result of the Executive Session will occur during the Special Session of the Bedford City Council Meeting.

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

Motioned by Councilman Turner, seconded by Councilman Davisson, to approve the settlement offer in

the total amount of \$268,500, with the City's portion not to exceed \$84,250; plaintiff not to seek reemployment; and other provisions as tendered at the mediation to be agreed to by both parties. The settlement is to be a final settlement of all claims and authorizing the City Attorney to prepare all documents needed to effectuate the settlement.

Motion approved 5-0-0. Mayor Griffin declared the motion carried.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 5:34 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in special session at 6:00 p.m. in the Building A Conference Room of City Hall, 2000 Forest Ridge Drive, Bedford, Texas, on the 5th day of June, 2012 with the following members present:

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

constituting a quorum.

Staff present included:

Michael Wells	City Secretary
Amanda Jacobs	Assistant City Secretary

SPECIAL SESSION

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

CALL TO ORDER

Mayor Griffin called the meeting to order.

1. Interviews for appointments to Bedford's Citizen Boards and Commissions.

Council conducted interviews with applicants for appoint to Bedford's Citizen Boards and Commissions.

2. Council discussion, if necessary, regarding appointments to Bedford's Citizen Boards and Commissions.

Council generally discussed the appointment of members to Bedford's Citizen Boards and Commissions. Appointments will be made at a future Council meeting.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 7:55 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: Russell Hines, Building Official

DATE: 05/30/12

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

ITEM:

Consider an ordinance amending Chapter 6 of the City of Bedford Code of Ordinances, “Advertising;” Article III-Signs, Section 6-67 “Definitions;” Section 6-70 “Special Sign Types”, Section 6-71 “Permanent Signs”, Section 6-74 “Prohibited Signs;” providing for an Exhibit “A” being the City of Bedford Sign Regulations; providing a savings clause; providing a severability clause; and providing an effective date.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

Based on discussion with the City Council, at the May 22, 2012 meeting, staff was directed to revise the Sign Ordinance to take into account projecting signs in the interest of future businesses and in keeping current with recent sign trends. The following is a summary of the proposed changes:

1. Section 6-67. Definitions Projecting Sign (Blade Sign) (Pg. 3) – Replace current definition to reflect, “An attached sign oriented perpendicular to the face of a building which any part of the sign projects more than twelve (12) inches and does not include a canopy sign or awning sign.”
2. Section 6-70. Special Sign Types (Pg. 3) - Included on the Exhibit A are specific standards for projecting signs. Researching the criteria for this regulation has revealed that a majority of municipalities allow a maximum projecting distance of 48 inches from the building wall. Council has directed staff to revise the sign ordinance to allow up to 26 inches from the building wall.
3. Section 6-71. Permanent Signs: Projecting Sign (Blade Sign) (Pg. 3) – References where projecting signs are permitted, their maximum area, the number of signs allowed per business and corresponding requirements. Please see Exhibit A.
4. Section 6-74. Prohibited Signs (Pg. 4) – Striking Projecting Signs- (signs projecting more than 12” from the wall to which it is attached). Please see Exhibit A.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending Chapter 6 of the City of Bedford Code of Ordinances, “Advertising;” Article III-Signs, Section 6-67 “Definitions;” Section 6-70 “Special Sign Types”, Section 6-71 “Permanent Signs,” Section 6-74 “Prohibited Signs;” providing for an Exhibit “A” being the City of Bedford Sign Regulations; providing a savings clause; providing a severability clause; and providing an effective date.

FISCAL IMPACT:

N/A

ATTACHMENTS:

- Ordinance
- Red-line Exhibit A
- Posado’s Photos
- Surrounding Cities requirements

ORDINANCE NO. 12-

AN ORDINANCE AMENDING CHAPTER 6 OF THE CITY OF BEDFORD CODE OF ORDINANCES, "ADVERTISING," ARTICLE III-SIGNS, SECTION 6-67 "DEFINITIONS," "SECTION 6-70 "SPECIAL SIGN TYPES", "SECTION 6-71 "PERMANENT SIGNS,"SECTION 7-74 "PROHIBITED SIGNS," PROVIDING FOR AN EXHIBIT 'A' BEING THE CITY OF BEDFORD SIGN REGULATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Chapter 216, Regulation of Signs by Municipalities by the Texas Local Government; and,

WHEREAS, the City Council of Bedford, Texas deems it necessary, in order to provide for the health, safety, and general welfare of the residents of the City of Bedford, to establish the provisions of this ordinance regarding the regulation of signs as authorized by the State of Texas; and,

WHEREAS, the City Council of Bedford, Texas has established regulations for signs, in *Chapter 6, Advertising, Article III-Signs, of the Code of Ordinances*, as amended; and,

WHEREAS, the City Council of Bedford, Texas has determined that revisions are necessary to these sign regulations and has noticed, according to the requirements of public meetings by State Law, the proposed amendments; and,

WHEREAS, the City Council of Bedford, Texas has, after thoughtful deliberation, voted to approve these Sign Regulations amendments.

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

Section 1

Chapter 6, Advertising, Article III-Signs, of the Code of Ordinances, being the sign regulations of the City of Bedford be amended in accordance with the attached Exhibit A -Sign Regulations.

Section 2

That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

Section 3

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 4

ORDINANCE NO. 12-

This Ordinance shall take effect from and after its date of passage in accordance with law, and it is so ordained.

PRESENTED AND PASSED on this 12th day of June, 2012, by a vote of __ ayes, __ nays and __ abstentions at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

**Exhibit “A”
City of Bedford
Sign Regulations**

Section 6-67. DEFINITIONS

~~*Projecting Sign:* A sign that projects from a building or wall, to which it is affixed, by more than twelve (12) inches.~~

~~*Projecting Sign (Blade Sign):* An attached sign oriented perpendicular to the face of the building which any part of the sign projects more than twelve (12) inches and does not include a canopy sign or awning sign.~~

Section 6-70. SPECIAL SIGN TYPES

~~*(i) Projecting Signs:*~~

- ~~1. One sign shall be allowed to project from the building face for each street-level business.~~
- ~~2. Signs shall not be located above the top of parapet wall or roof eave of a building.~~
- ~~3. Projecting Sign over a pedestrian walkway or drive must be a minimum of eight (8) feet clearance between the grade of the sidewalk or drive and the lowest portion of a Projecting Sign.~~
- ~~4. Signs shall not exceed twelve (12) square feet in area for each side.~~
- ~~5. Signs horizontal length shall not exceed twenty-six (26) inches.~~
- ~~6. The near edge of a projecting sign shall be no more than twelve (12) inches from the wall of the building to which the sign is attached.~~
- ~~7. Signs including mounting hardware, shall not project more than twenty-six (26) inches from the wall of the building to which the sign is attached.~~
- ~~8. Individual sign letters shall not exceed twelve (12) inches in height.~~
- ~~9. Projecting signs may be illuminated.~~
- ~~10. Projecting signs shall not include electronic components such as message boards, video and graphic displays.~~
- ~~11. Projecting signs shall not be designed to include changeable copy.~~
- ~~12. A Projecting Sign may not project into the right-of-way.~~

ORDINANCE NO. 12-

Section 6-71. PERMANENT SIGNS

PERMANENT SIGNS					
TYPE OF SIGN	DISTRICTS PERMITTED	MAXIMUM AREA	MAXIMUM HEIGHT & CLEARANCE	NUMBER OF SIGNS	REQUIREMENTS**
Primary Wall Sign (Attached)	Non-residential* “S”, “L”, “H” & “T”	Two square feet of sign area for each foot of store front width.	Top of parapet wall or roof eave height. Maximum height of any sign is 6 feet	Not applicable, Signage area can be composed of multiple signs	Min. horizontal and/or vertical separation between signs shall be a minimum of two feet. Also see Setback Bonus.
Secondary Wall Sign (Attached)	Non-residential* “S”, “L”, “H” & “T”	50% of allowed Primary wall sign area	Top of parapet wall or roof eave height	Not applicable, Signage area can be composed of multiple signs	Min. horizontal and/or vertical separation between signs shall be a minimum of two feet. No sign permitted to face a residential property
Projecting Sign (Blade Sign)	Non-residential* “S”, “L”, “H” & “T”	12 s.f. each side.	Top of parapet wall or roof eave height. Minimum 8 feet clearance off ground.	1 sign per business.	See Section 6-70
Freestanding Freeway Pole	Non-residential “S”, “L”, “H” & “T” (in “HC” must be within 25’ of frontage road)	300 s.f. each side	65 ft. max height with 10 ft. minimum ground clearance	1 freestanding (either pole or monument) sign per street frontage	Not allowed in or projecting into public R.O.W., Secondary sign may only be 50% of height & area of Primary sign

Section 6-74. PROHIBITED SIGNS

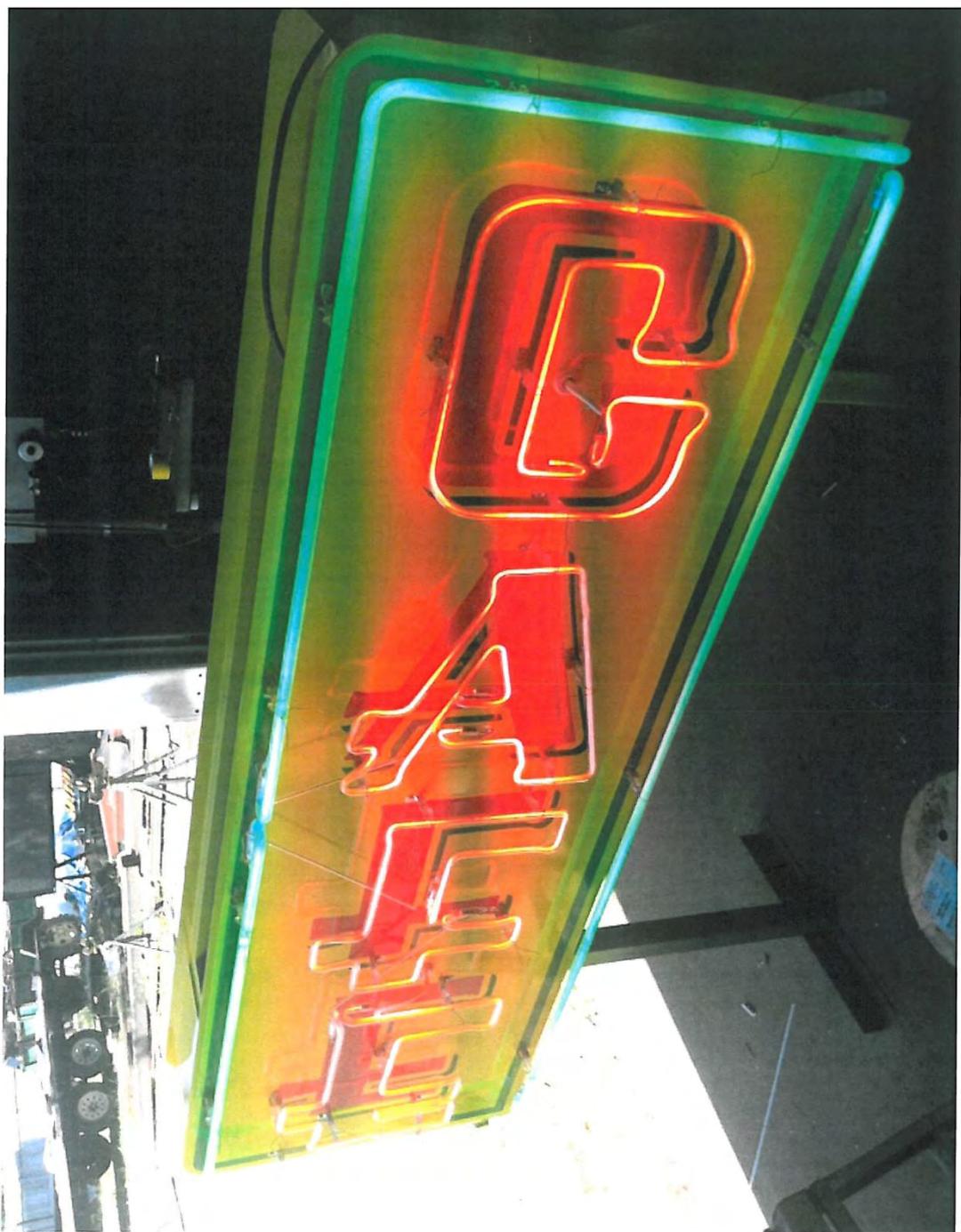
- (a) Off-Premises advertising sign (billboard), except as otherwise permitted.
- (b) Roof signs, however, signs are allowed on building towers or other architectural features of the building.
- ~~(e) Projecting signs (signs projecting more than 12” from the wall to which it is attached).~~
- (c) Search lights or flashing lights (other than Message Board signs).
- (d) Signs on utility poles
- (e) Swooper flags



Lafayette, LA



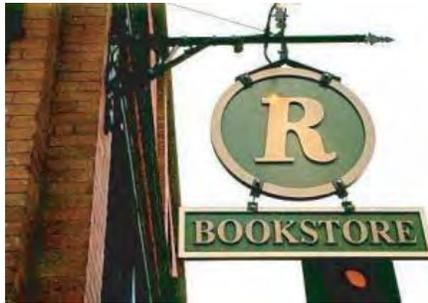
Plano, Texas



Projecting signs for surrounding Cities maximum distance from the building wall.

NRH	Code of Ordinances, Chapter 106	Maximum 48 inches from the wall
Keller	Unified Development Code, Section 9.04	Maximum 48 inches from the wall
Irving	Code of Ordinances, Chapter 7	Maximum 9 feet, 6 inches from the wall
Frisco	Code of Ordinances, Chapter 70	Maximum 36 inches from the wall
Grapevine	Zoning Ordinance, Chapter 60	Maximum 48 inches from the wall
Ft worth	Sign Standards Code	Maximum 48 inches from the wall
Eules	Code of Ordinances, Chapter 85	See Below;

No portion of the sign extends over the required building line more than twenty-five (25) percent of the minimum building setback requirement for that zoning district. Maximum area is 50 sq. ft. per side.





Council Agenda Background

<u>PRESENTER:</u> John F. Kubala, P.E. Public Works Director Mirenda McQuagge-Walden, Managing Director of Community Services		<u>DATE:</u> 06/12/12
Council Mission Area: Provide a safe and friendly community environment.		
<u>ITEM:</u> Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement between the City of Bedford and Tarrant County for the Harris Ryals Park Trail Project. City Attorney Review: Yes City Manager Review: _____		
<u>DISCUSSION:</u> Public Works and Community Services staff have worked with the staff of Gary Fickes, Tarrant County Commissioner Precinct Three, to develop an Interlocal Agreement for park trail improvements at the Harris Ryals Park. The asphalt trail has deteriorated to the point of being a safety hazard. The County agrees to provide the labor and equipment necessary for the work on the trail for \$100. The City agrees to provide the material and the rest of the work necessary to complete the project. The total estimated cost to the City for the material, milling and various other items is \$8,100. If the City had to bid the project, the cost would be approximately \$10,500. Having Tarrant County provide the labor and equipment for rebuilding the trail will result in an estimated savings of \$2,400. Funding for the project will come from the Parks Division and the Public Works Street Division 2012 Operating Budgets. The Public Works Street Division will be paying for the asphalt and emulsion for the project. The Parks and Recreation Board approved the repairs at its March 1, 2012 meeting. Start of the project will depend upon the work load of the County. The project should be completed within two weeks once it has begun.		
<u>RECOMMENDATION:</u> 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 the Harris Ryals Park Trail Project.		
<u>FISCAL IMPACT:</u> \$4,300 from the Park Department Operating Budget \$3,800 from the Public Works Street Division Operating Budget	<u>ATTACHMENTS:</u> Resolution Interlocal Agreement March 1, 2012 Parks and Recreation Board Meeting Minutes Location Map	

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BEDFORD AND TARRANT COUNTY FOR THE HARRIS RYALS PARK TRAIL PROJECT.

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.

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 does hereby authorize the City Manager to enter into an Interlocal Agreement between the City of Bedford and Tarrant County for the Harris Ryals Park Trail Project.

SECTION 2. That funding for the project will come from the Park Department and the Public Works Street Division 2012 Operating Budgets.

PASSED AND APPROVED this 12th day of June 2012, 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;
- d. The CITY and COUNTY have authorized their representative to sign this Agreement;
- e. Harris Ryals Park is located on Public Property within the limits of the City of Bedford; and
- f. Asphalt hike and bike trails across the park to connect the across-town hike and bike trail to Spring Gardens Elementary School on Cummings will reduce road traffic on Cummings and Murphy Drive improving the road system in the area.

The Parties therefore agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

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

- A. Harris Ryals Park Trail – Reclaim and remove excess material from the project, stockpile the recycled material for future use, Cemlime the base material, compact and grade, and place a two-inch HMAC type “D” surface on the walking trail eight linear feet wide (approximately 918 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 provide walking trail markings.
- 2.6 CITY will coordinate and be responsible for the replacement of all related signs as necessary.
- 2.7 CITY will provide the COUNTY with a hydrant meter and all the water necessary for the project at no cost to the COUNTY.
- 2.8 CITY will provide all rights-of-ways for the project.
- 2.9 CITY will adjust/repair all utilities, valve boxes and irrigation systems.
- 2.10 CITY agrees the trail can be closed during working hours.
- 2.11 CITY agrees to pay the COUNTY \$100.00 for labor and use of the county equipment for the project.
- 2.12 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).

City of Bedford Park and Recreation Board Minutes March 1, 2012

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The Parks and Recreation Board of the City of Bedford met in a regular session at the Old Bedford School Meeting Room on March 1, 2012 with the following in attendance:

- | | | |
|--------------------------|---------|-------------------------------------|
| 1. Alan Batjer | Absent | Council Liaison - Jim Griffin |
| 2. Bill Nichols | Present | |
| 3. Jeannette Cook | Present | City Manager Designee - |
| 4. Douglas Allbach | Present | Mirenda McQuagge-Walden |
| 5. Cathy Schneider | Present | |
| 6. Lisa McMillan | Present | |
| 7. James "Bucky" Greer | Present | Other Staff - |
| 8. Drenda Witt | Present | Eric Valdez, Recreation Coord. |
| 9. Linda Flemming | Present | Don Henderson, Parks Superintendent |
| 10. Charles Higginbotham | Present | |
| 11. Dewey Tennant | Absent | |

CALL TO ORDER

The meeting was called to order at 6:30 p.m. by Chairperson Jeannette Cook.

APPROVAL OF MINUTES

- 1. Consider approval of the following Parks and Recreation Board minutes:**
a) February 2, 2012 regular meeting

Corrections to the minutes: Cathy Schneider was present at the meeting; noting who made the motion and second to adjourn the meeting and Jeannette Cook's name was misspelled at the closing of the minutes.

Motion by Bucky Geer, second by Jeannette Cook, to approve the February 2, 2012 minutes with the above corrections. Motion passed.

OLD BUSINESS

- 2. Discuss plans for Dog Park.**

Lisa McMillan made a presentation regarding the dog park. Jim Griffin suggested that sponsorship levels be presented to City Council for review. He also encouraged bringing the potential Friends of a Dog Park group to the Council presentation. The proposal to be made to the Council is for the Park Board to provide \$20,000, raise \$20,000 and Council to budget \$20,000 for initial expenses for the dog park. The goal is to open the dog park in April of 2013. Any comments on presentation to Council are to be sent to Mirenda McQuagge-Walden.

City of Bedford Park and Recreation Board Minutes March 1, 2012

3. Discuss Park Board Bond Funds.

Mirenda McQuagge-Walden provided a handout of bond funds that have been approved by voters. Funds are available for the extension of Bedford Trails to Forest Ridge. Don Henderson reviewed Meadowpark changes and upgrades needed to the trail extension along Cheek Sparger. Mirenda McQuagge-Walden presented proposed layout of improvements to Harris Ryals Park.

A motion was made by Lisa McMillan, seconded by Charles Higginbotham, to prioritize one volleyball court, repair the asphalt on the trail and provide paved parking at Harris Ryals Park. Motion passed.

Budget priorities for inclusion in City budget, top priority is issuance of bonds to finish Bedford Trails extension. Next priority is Dog Park with the Park Board setting a goal of raising matching funds. Additional priorities, in order, are extension of Trail along Cheek Sparger, Harris Ryals improvements, and Central Park volleyball.

These priorities were approved by consensus.

NEW BUSINESS

4. Discuss participation in Clean Up Bedford Day, March 24, 2012.

The Park Board will start at Spring Garden on Bedford Trails at 8:30 a.m. Charles Higginbotham will be responsible to pick up supplies for the members.

REPORTS

5. Discuss Individual Park assignments:

- a.) **Bedford Trails Liner Park** – looks good, some signs are missing
- b.) **Boys Ranch Park** – Compliments to city staff for improvements: trash remains in lake, signs regarding lake rules are needed and there is a hole in the large pavilion.
- c.) **Brook Hollow Park** – No Report
- d.) **Carousel Park** – none of the tall streetlights are working.
- e.) **Central Park** – Barbeque pits are loose
- f.) **Harris Ryals Park** – reported it looked good
- g.) **Meadowpark Athletic Complex** – reported it looked good needs mowing
- h.) **Monterrey Park** – No Report
- i.) **Stormie Jones Park** – bad fence has been removed, working on code compliance with homeowner.

The Park Board will tour the parks on March 21. The group will meet at the Boys Ranch Park at 6:00p.m. by the Splash entrance.

6. Staff updates on recreation programs.

- a) **Boys Ranch Family Camp out- March 9, 2012 BRAC 6:00p.m.**
- b) **Spring Bread Day Camp March 12 – 16, 2012**

Additional programs that might be of interest are the groundbreaking for the Community Garden on March 17, at 10:30 a.m. and the Central Bedford Development Meeting at the Library on March 20, 7p.m.

The Volunteer Banquet and Valentine Dance were discussed.

City of Bedford Park and Recreation Board Minutes March 1, 2012

NEXT MEETING

7. The next meeting of the Parks and Recreation Board will be held on Thursday, April 5, 2012.

ADJOURNMENT

There being no further business, a motion was made by Charles Higginbotham and seconded by Cathy Schneider to adjourn the meeting. Motion passed and the meeting was adjourned at 8:55 p.m.

Jeannette Cook, Chairperson
City of Bedford, Parks & Recreation Board



CUMMINGS DR

MURPHY DR

MEADOW WOOD CT

MUSPER WOOD CT





Council Agenda Background

PRESENTER: John F. Kubala, P.E., Public Works Director **DATE:** 06/12/12

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Tejas Commercial Construction, LLC in the amount of \$184,792 for the Glenda Drive/Patricia Lane Drainage Improvements.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City was contacted by a resident living at the intersection of Glenda Drive and Patricia Lane about her home being flooded "...approximately three times over the past five years." In a Work Session last year, the City Council was presented with an alternative that would help alleviate but not entirely solve the problem. The solution decided on should suffice to protect the property up to a 10-year rain. A 100-year rain would still flood the property.

This project would involve installing three curb inlets at the intersection of Glenda Drive and Patricia Lane and 24" RCP in Glenda Drive from Patricia Lane to Pipeline Road. The City Council instructed the staff to proceed with that design. On May 16, 2012 bids were received for the Glenda Drive/Patricia Lane Drainage Improvements. There were 11 bidders for the project. The low bid was submitted by Tejas Commercial Construction, LLC in the amount of \$184,792. \$200,000 was authorized in the 2011 Stormwater Certificates of Obligation to pay for the project.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Tejas Commercial Construction, LLC in the amount of \$184,792 for the Glenda Drive/Patricia Lane Drainage Improvements.

FISCAL IMPACT:

\$184,792 from the 2011 Stormwater Certificates of Obligation

ATTACHMENTS:

- Resolution
- Bid Tabulation
- Contract Documents
- Location Map

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TEJAS COMMERCIAL CONSTRUCTION, LLC IN THE AMOUNT OF \$184,792 FOR THE GLENDA DRIVE/PATRICIA LANE DRAINAGE IMPROVEMENTS.

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

WHEREAS, these improvements will help relieve flooding in the area.

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 Tejas Commercial Construction, LLC in the amount of \$184,792 for the Glenda Drive/Patricia Lane Drainage Improvements.

SECTION 2. Funding in the amount of \$184,792 will come from the 2011 Stormwater Certificates of Obligation.

PASSED AND APPROVED the 12th day of June 2012, 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

Bid Summary

OWNER: City of Bedford PROJECT : Glenda/Patricia Storm Drain Improvements BID No. 11-SW-3 DATE: May 16, 2012 PREPARED BY: Jeff Ground, PE									
				Tejas Commercial Construction, LLC		P. C. Contractors, LLC		Venus Construction Company	
Item No.	Description	Unit	Bid Total	Unit Cost	Extended Amount	Unit Cost	Extended Amount	Unit Cost	Extended Amount
STORM DRAIN									
1	Remove 24" Curb & Gutter	LF	164	\$ 3.00	\$ 492.00	\$ 6.62	\$ 1,085.68	\$ 7.00	\$ 1,148.00
2	Remove Concrete Pvmnt./Valley Gutter	SY	29	\$ 9.00	\$ 261.00	\$ 11.37	\$ 329.73	\$ 23.00	\$ 667.00
3	Remove HMAC Pavement	SY	990	\$ 2.00	\$ 1,980.00	\$ 16.29	\$ 16,127.10	\$ 11.00	\$ 10,890.00
4	Remove & Construct 10' Recessed Curb Inlet	EA	1	\$ 3,200.00	\$ 3,200.00	\$ 3,910.48	\$ 3,910.48	\$ 6,500.00	\$ 6,500.00
5	24" Concrete Curb & Gutter	LF	86	\$ 28.00	\$ 2,408.00	\$ 19.07	\$ 1,640.02	\$ 18.00	\$ 1,548.00
6	6" Reinforced Conc. Pvmnt./Valley Gutter	SY	29	\$ 60.00	\$ 1,740.00	\$ 37.12	\$ 1,076.48	\$ 51.00	\$ 1,479.00
7	2.25" Type D HMAC (112.5 lbs/SY/in)	TON	125	\$ 120.00	\$ 15,000.00	\$ 152.39	\$ 19,048.75	\$ 145.00	\$ 18,125.00
8	6" Reinforced Concrete Cap Trench Repair	SY	990	\$ 39.00	\$ 38,610.00	\$ 34.47	\$ 34,125.30	\$ 22.00	\$ 21,780.00
9	5' Curb Inlet 3'-0" depth	EA	1	\$ 2,650.00	\$ 2,650.00	\$ 2,077.00	\$ 2,077.00	\$ 2,900.00	\$ 2,900.00
10	10' Curb Inlet 3'-0" depth	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 3,111.00	\$ 3,111.00	\$ 4,700.00	\$ 4,700.00
11	15' Curb Inlet 3'-0" depth	EA	1	\$ 3,800.00	\$ 3,800.00	\$ 3,771.00	\$ 3,771.00	\$ 7,200.00	\$ 7,200.00
12	4' Square SDMH	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 3,640.00	\$ 3,640.00	\$ 4,500.00	\$ 4,500.00
13	21" Class III RCP	LF	77	\$ 64.00	\$ 4,928.00	\$ 45.30	\$ 3,488.10	\$ 82.00	\$ 6,314.00
14	24" Class III RCP	LF	234	\$ 65.00	\$ 15,210.00	\$ 53.43	\$ 12,502.62	\$ 78.00	\$ 18,252.00
15	27" Class III RCP	LF	834	\$ 71.00	\$ 59,214.00	\$ 72.59	\$ 60,540.06	\$ 80.00	\$ 66,720.00
16	Trench Safety	LF	1145	\$ 2.00	\$ 2,290.00	\$ 1.81	\$ 2,072.45	\$ 1.00	\$ 1,145.00
17	St. Augustine/Bermuda SOD	SY	174	\$ 3.50	\$ 609.00	\$ 3.70	\$ 643.80	\$ 5.00	\$ 870.00
18	Remove and Reset Mailbox	EA	1	\$ 150.00	\$ 150.00	\$ 170.04	\$ 170.04	\$ 300.00	\$ 300.00
19	4' Dia. SSMH - Retrofit 30" Lid	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,286.00	\$ 2,572.00	\$ 1,500.00	\$ 3,000.00
20	Adj. 6" Water Line Patricia Ln.	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 3,827.00	\$ 3,827.00	\$ 3,600.00	\$ 3,600.00
21	Adj. 6" Water Line Glenda Dr.	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 2,864.00	\$ 2,864.00	\$ 3,600.00	\$ 3,600.00
22	3/4" Water Service	EA	7	\$ 800.00	\$ 5,600.00	\$ 739.00	\$ 5,173.00	\$ 800.00	\$ 5,600.00
23	2" Water Service	EA	1	\$ 1,850.00	\$ 1,850.00	\$ 1,867.00	\$ 1,867.00	\$ 1,000.00	\$ 1,000.00
24	Termination of Water Service Line at Main	EA	6	\$ 150.00	\$ 900.00	\$ 221.25	\$ 1,327.50	\$ 500.00	\$ 3,000.00
25	6" PVC SDR-35 - 10 LF Repair	EA	1	\$ 600.00	\$ 600.00	\$ 557.00	\$ 557.00	\$ 700.00	\$ 700.00
26	6" PVC SDR-35 - 20 LF Repair	EA	1	\$ 900.00	\$ 900.00	\$ 1,116.00	\$ 1,116.00	\$ 1,200.00	\$ 1,200.00
27	6" PVC SDR-35 Stub-Out Connection	EA	1	\$ 500.00	\$ 500.00	\$ 196.15	\$ 196.15	\$ 450.00	\$ 450.00
28	8" PVC SDR-35 Stub-Out Connection	EA	1	\$ 500.00	\$ 500.00	\$ 215.00	\$ 215.00	\$ 500.00	\$ 500.00
29	4" PVC SDR-26 and Cleanout	EA	8	\$ 550.00	\$ 4,400.00	\$ 527.00	\$ 4,216.00	\$ 1,300.00	\$ 10,400.00
TOTAL AMOUNT BID				\$ 184,792.00		\$ 193,290.26		\$ 208,088.00	

Corrected Amount by Engineer

Bid Summary

OWNER: City of Bedford PROJECT : Glenda/Patricia Storm Drain Improvements BID No. 11-SW-3 DATE: May 16, 2012 PREPARED BY: Jeff Ground, PE									
				RKM Utility Services, Inc.		M. E. Burns Construction, Inc.		Interstate Pipeline Utility Construction, LLC	
Item No.	Description	Unit	Bid Total	Unit Cost	Extended Amount	Unit Cost	Extended Amount	Unit Cost	Extended Amount
STORM DRAIN									
1	Remove 24" Curb & Gutter	LF	164	\$ 8.00	\$ 1,312.00	\$ 10.00	\$ 1,640.00	\$ 11.90	\$ 1,951.60
2	Remove Concrete Pvmnt./Valley Gutter	SY	29	\$ 30.00	\$ 870.00	\$ 25.00	\$ 725.00	\$ 17.70	\$ 513.30
3	Remove HMAC Pavement	SY	990	\$ 5.00	\$ 4,950.00	\$ 3.50	\$ 3,465.00	\$ 8.80	\$ 8,712.00
4	Remove & Construct 10' Recessed Curb Inlet	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 3,700.00	\$ 3,700.00	\$ 5,325.00	\$ 5,325.00
5	24" Concrete Curb & Gutter	LF	86	\$ 24.00	\$ 2,064.00	\$ 36.00	\$ 3,096.00	\$ 23.15	\$ 1,990.90
6	6" Reinforced Conc. Pvmnt./Valley Gutter	SY	29	\$ 45.00	\$ 1,305.00	\$ 91.00	\$ 2,639.00	\$ 59.50	\$ 1,725.50
7	2.25" Type D HMAC (112.5 lbs/SY/in)	TON	125	\$ 100.00	\$ 12,500.00	\$ 95.00	\$ 11,875.00	\$ 107.50	\$ 13,437.50
8	6" Reinforced Concrete Cap Trench Repair	SY	990	\$ 32.00	\$ 31,680.00	\$ 67.00	\$ 66,330.00	\$ 43.80	\$ 43,362.00
9	5' Curb Inlet 3'-0" depth	EA	1	\$ 2,300.00	\$ 2,300.00	\$ 2,200.00	\$ 2,200.00	\$ 3,795.00	\$ 3,795.00
10	10' Curb Inlet 3'-0" depth	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,700.00	\$ 2,700.00	\$ 4,015.00	\$ 4,015.00
11	15' Curb Inlet 3'-0" depth	EA	1	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 5,375.00	\$ 5,375.00
12	4' Square SDMH	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 3,050.00	\$ 3,050.00	\$ 5,300.00	\$ 5,300.00
13	21" Class III RCP	LF	77	\$ 80.00	\$ 6,160.00	\$ 61.00	\$ 4,697.00	\$ 60.40	\$ 4,650.80
14	24" Class III RCP	LF	234	\$ 86.00	\$ 20,124.00	\$ 65.00	\$ 15,210.00	\$ 63.50	\$ 14,859.00
15	27" Class III RCP	LF	834	\$ 92.00	\$ 76,728.00	\$ 71.00	\$ 59,214.00	\$ 71.00	\$ 59,214.00
16	Trench Safety	LF	1145	\$ 1.00	\$ 1,145.00	\$ 1.00	\$ 1,145.00	\$ 16.20	\$ 18,549.00
17	St. Augustine/Bermuda SOD	SY	174	\$ 5.00	\$ 870.00	\$ 7.00	\$ 1,218.00	\$ 43.80	\$ 7,621.20
18	Remove and Reset Mailbox	EA	1	\$ 200.00	\$ 200.00	\$ 750.00	\$ 750.00	\$ 118.00	\$ 118.00
19	4' Dia. SSMH - Retrofit 30" Lid	EA	2	\$ 1,250.00	\$ 2,500.00	\$ 1,450.00	\$ 2,900.00	\$ 1,600.00	\$ 3,200.00
20	Adj. 6" Water Line Patricia Ln.	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,778.00	\$ 2,778.00
21	Adj. 6" Water Line Glenda Dr.	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,702.00	\$ 2,702.00
22	3/4" Water Service	EA	7	\$ 1,200.00	\$ 8,400.00	\$ 850.00	\$ 5,950.00	\$ 629.00	\$ 4,403.00
23	2" Water Service	EA	1	\$ 2,300.00	\$ 2,300.00	\$ 2,500.00	\$ 2,500.00	\$ 843.00	\$ 843.00
24	Termination of Water Service Line at Main	EA	6	\$ 750.00	\$ 4,500.00	\$ 100.00	\$ 600.00	\$ 300.00	\$ 1,800.00
25	6" PVC SDR-35 - 10 LF Repair	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 600.00	\$ 600.00	\$ 698.00	\$ 698.00
26	6" PVC SDR-35 - 20 LF Repair	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 1,200.00	\$ 1,126.00	\$ 1,126.00
27	6" PVC SDR-35 Stub-Out Connection	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,073.00	\$ 1,073.00
28	8" PVC SDR-35 Stub-Out Connection	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,300.00	\$ 1,300.00	\$ 1,861.00	\$ 1,861.00
29	4" PVC SDR-26 and Cleanout	EA	8	\$ 1,500.00	\$ 12,000.00	\$ 950.00	\$ 7,600.00	\$ 894.00	\$ 7,152.00
TOTAL AMOUNT BID				\$ 214,608.00		\$ 215,954.00		\$ 228,150.80	

Corrected Amount by Engineer

Bid Summary

OWNER: City of Bedford PROJECT : Glenda/Patricia Storm Drain Improvements BID No. 11-SW-3 DATE: May 16, 2012 PREPARED BY: Jeff Ground, PE									
				Metro-Plex Underground, LP		Jackson Construction, Ltd.		Saber Development Corporation	
Item No.	Description	Unit	Bid Total	Unit Cost	Extended Amount	Unit Cost	Extended Amount	Unit Cost	Extended Amount
STORM DRAIN									
1	Remove 24" Curb & Gutter	LF	164	\$ 24.00	\$ 3,936.00	\$ 4.00	\$ 656.00	\$ 4.00	\$ 656.00
2	Remove Concrete Pvmnt./Valley Gutter	SY	29	\$ 20.00	\$ 580.00	\$ 12.00	\$ 348.00	\$ 7.00	\$ 203.00
3	Remove HMAC Pavement	SY	990	\$ 20.00	\$ 19,800.00	\$ 2.50	\$ 2,475.00	\$ 5.00	\$ 4,950.00
4	Remove & Construct 10' Recessed Curb Inlet	EA	1	\$ 5,500.00	\$ 5,500.00	\$ 5,400.00	\$ 5,400.00	\$ 4,500.00	\$ 4,500.00
5	24" Concrete Curb & Gutter	LF	86	\$ 32.00	\$ 2,752.00	\$ 40.00	\$ 3,440.00	\$ 28.00	\$ 2,408.00
6	6" Reinforced Conc. Pvmnt./Valley Gutter	SY	29	\$ 110.00	\$ 3,190.00	\$ 85.00	\$ 2,465.00	\$ 65.00	\$ 1,885.00
7	2.25" Type D HMAC (112.5 lbs/SY/in)	TON	125	\$ 88.00	\$ 11,000.00	\$ 150.00	\$ 18,750.00	\$ 90.00	\$ 11,250.00
8	6" Reinforced Concrete Cap Trench Repair	SY	990	\$ 31.00	\$ 30,690.00	\$ 45.00	\$ 44,550.00	\$ 50.00	\$ 49,500.00
9	5' Curb Inlet 3'-0" depth	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,255.00	\$ 2,255.00
10	10' Curb Inlet 3'-0" depth	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 4,200.00	\$ 4,200.00	\$ 3,315.00	\$ 3,315.00
11	15' Curb Inlet 3'-0" depth	EA	1	\$ 5,500.00	\$ 5,500.00	\$ 6,000.00	\$ 6,000.00	\$ 4,225.00	\$ 4,225.00
12	4' Square SDMH	EA	1	\$ 4,600.00	\$ 4,600.00	\$ 3,500.00	\$ 3,500.00	\$ 3,835.00	\$ 3,835.00
13	21" Class III RCP	LF	77	\$ 50.00	\$ 3,850.00	\$ 75.00	\$ 5,775.00	\$ 80.75	\$ 6,217.75
14	24" Class III RCP	LF	234	\$ 58.00	\$ 13,572.00	\$ 80.00	\$ 18,720.00	\$ 91.00	\$ 21,294.00
15	27" Class III RCP	LF	834	\$ 68.00	\$ 56,712.00	\$ 92.00	\$ 76,728.00	\$ 101.00	\$ 84,234.00
16	Trench Safety	LF	1145	\$ 2.00	\$ 2,290.00	\$ 1.00	\$ 1,145.00	\$ 1.00	\$ 1,145.00
17	St. Augustine/Bermuda SOD	SY	174	\$ 11.00	\$ 1,914.00	\$ 5.00	\$ 870.00	\$ 5.00	\$ 870.00
18	Remove and Reset Mailbox	EA	1	\$ 815.00	\$ 815.00	\$ 250.00	\$ 250.00	\$ 200.00	\$ 200.00
19	4' Dia. SSMH - Retrofit 30" Lid	EA	2	\$ 3,300.00	\$ 6,600.00	\$ 2,100.00	\$ 4,200.00	\$ 1,700.00	\$ 3,400.00
20	Adj. 6" Water Line Patricia Ln.	LS	1	\$ 5,300.00	\$ 5,300.00	\$ 4,300.00	\$ 4,300.00	\$ 3,400.00	\$ 3,400.00
21	Adj. 6" Water Line Glenda Dr.	LS	1	\$ 5,100.00	\$ 5,100.00	\$ 4,300.00	\$ 4,300.00	\$ 1,500.00	\$ 1,500.00
22	3/4" Water Service	EA	7	\$ 1,600.00	\$ 11,200.00	\$ 1,000.00	\$ 7,000.00	\$ 1,500.00	\$ 10,500.00
23	2" Water Service	EA	1	\$ 3,700.00	\$ 3,700.00	\$ 1,800.00	\$ 1,800.00	\$ 2,500.00	\$ 2,500.00
24	Termination of Water Service Line at Main	EA	6	\$ 515.00	\$ 3,090.00	\$ 250.00	\$ 1,500.00	\$ 750.00	\$ 4,500.00
25	6" PVC SDR-35 - 10 LF Repair	EA	1	\$ 1,400.00	\$ 1,400.00	\$ 1,600.00	\$ 1,600.00	\$ 1,535.00	\$ 1,535.00
26	6" PVC SDR-35 - 20 LF Repair	EA	1	\$ 2,200.00	\$ 2,200.00	\$ 1,600.00	\$ 1,600.00	\$ 1,985.00	\$ 1,985.00
27	6" PVC SDR-35 Stub-Out Connection	EA	1	\$ 1,300.00	\$ 1,300.00	\$ 750.00	\$ 750.00	\$ 1,550.00	\$ 1,550.00
28	8" PVC SDR-35 Stub-Out Connection	EA	1	\$ 1,400.00	\$ 1,400.00	\$ 1,000.00	\$ 1,000.00	\$ 1,750.00	\$ 1,750.00
29	4" PVC SDR-26 and Cleanout	EA	8	\$ 1,650.00	\$ 13,200.00	\$ 1,250.00	\$ 10,000.00	\$ 1,500.00	\$ 12,000.00
TOTAL AMOUNT BID				\$ 228,191.00		\$ 236,822.00		\$ 247,562.75	

Corrected Amount by Engineer

Bid Summary

OWNER: City of Bedford PROJECT : Glenda/Patricia Storm Drain Improvements BID No. 11-SW-3 DATE: May 16, 2012 PREPARED BY: Jeff Ground, PE							
				SYB Construction Co., Inc.		The Fain Group, Inc.	
Item No.	Description	Unit	Bid Total	Unit Cost	Extended Amount	Unit Cost	Extended Amount
STORM DRAIN							
1	Remove 24" Curb & Gutter	LF	164	\$ 7.20	\$ 1,180.80	\$ 7.00	\$ 1,148.00
2	Remove Concrete Pvmnt./Valley Gutter	SY	29	\$ 11.25	\$ 326.25	\$ 16.00	\$ 464.00
3	Remove HMAC Pavement	SY	990	\$ 9.85	\$ 9,751.50	\$ 16.00	\$ 15,840.00
4	Remove & Construct 10' Recessed Curb Inlet	EA	1	\$ 3,520.00	\$ 3,520.00	\$ 5,300.00	\$ 5,300.00
5	24" Concrete Curb & Gutter	LF	86	\$ 26.00	\$ 2,236.00	\$ 21.00	\$ 1,806.00
6	6" Reinforced Conc. Pvmnt./Valley Gutter	SY	29	\$ 65.10	\$ 1,887.90	\$ 68.00	\$ 1,972.00
7	2.25" Type D HMAC (112.5 lbs/SY/in)	TON	125	\$ 120.00	\$ 15,000.00	\$ 170.00	\$ 21,250.00
8	6" Reinforced Concrete Cap Trench Repair	SY	990	\$ 46.60	\$ 46,134.00	\$ 82.00	\$ 81,180.00
9	5' Curb Inlet 3'-0" depth	EA	1	\$ 2,900.00	\$ 2,900.00	\$ 3,500.00	\$ 3,500.00
10	10' Curb Inlet 3'-0" depth	EA	1	\$ 3,200.00	\$ 3,200.00	\$ 5,000.00	\$ 5,000.00
11	15' Curb Inlet 3'-0" depth	EA	1	\$ 3,650.00	\$ 3,650.00	\$ 6,200.00	\$ 6,200.00
12	4' Square SDMH	EA	1	\$ 3,300.00	\$ 3,300.00	\$ 4,300.00	\$ 4,300.00
13	21" Class III RCP	LF	77	\$ 116.00	\$ 8,932.00	\$ 80.00	\$ 6,160.00
14	24" Class III RCP	LF	234	\$ 125.00	\$ 29,250.00	\$ 83.00	\$ 19,422.00
15	27" Class III RCP	LF	834	\$ 110.00	\$ 91,740.00	\$ 90.00	\$ 75,060.00
16	Trench Safety	LF	1145	\$ 1.00	\$ 1,145.00	\$ 1.00	\$ 1,145.00
17	St. Augustine/Bermuda SOD	SY	174	\$ 7.60	\$ 1,322.40	\$ 4.00	\$ 696.00
18	Remove and Reset Mailbox	EA	1	\$ 75.00	\$ 75.00	\$ 340.00	\$ 340.00
19	4' Dia. SSMH - Retrofit 30" Lid	EA	2	\$ 2,100.00	\$ 4,200.00	\$ 2,500.00	\$ 5,000.00
20	Adj. 6" Water Line Patricia Ln.	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 4,300.00	\$ 4,300.00
21	Adj. 6" Water Line Glenda Dr.	LS	1	\$ 2,700.00	\$ 2,700.00	\$ 4,300.00	\$ 4,300.00
22	3/4" Water Service	EA	7	\$ 970.00	\$ 6,790.00	\$ 1,500.00	\$ 10,500.00
23	2" Water Service	EA	1	\$ 1,920.00	\$ 1,920.00	\$ 3,000.00	\$ 3,000.00
24	Termination of Water Service Line at Main	EA	6	\$ 100.00	\$ 600.00	\$ 500.00	\$ 3,000.00
25	6" PVC SDR-35 - 10 LF Repair	EA	1	\$ 900.00	\$ 900.00	\$ 1,700.00	\$ 1,700.00
26	6" PVC SDR-35 - 20 LF Repair	EA	1	\$ 1,600.00	\$ 1,600.00	\$ 2,000.00	\$ 2,000.00
27	6" PVC SDR-35 Stub-Out Connection	EA	1	\$ 1,850.00	\$ 1,850.00	\$ 1,400.00	\$ 1,400.00
28	8" PVC SDR-35 Stub-Out Connection	EA	1	\$ 2,830.00	\$ 2,830.00	\$ 1,500.00	\$ 1,500.00
29	4" PVC SDR-26 and Cleanout	EA	8	\$ 805.00	\$ 6,440.00	\$ 1,400.00	\$ 11,200.00
TOTAL AMOUNT BID				\$ 258,380.85		\$ 298,683.00	

Corrected Amount by Engineer

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

Bid Reference Number: 11-SW-3

**GLENDA DRIVE AND PATRICIA LANE
STORM DRAIN IMPROVEMENTS**



**CITY OF
BEDFORD**
Discover the Center

City of Bedford, Texas
1813 Reliance Parkway
Bedford, Texas 76021

April 2012

Prepared by:
J. S. Ground Engineering, LLC
4108 Dundee Ct.
Colleyville, Texas 76034
(817) 320-5330
Firm Registration No. F-1276

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

Bid Reference Number: 11-SW-3

**GLENDA DRIVE AND PATRICIA LANE
STORM DRAIN IMPROVEMENTS**



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J. S. Ground Engineering, LLC
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Colleyville, Texas 76034
(817) 320-5330
Firm Registration No. F-1276



Jeffrey S. Ground
4-16-12

CITY OF BEDFORD

REQUEST FOR BIDS

The City of Bedford is soliciting sealed bids for the construction of storm drain, sanitary sewer and pavement repairs along Glenda Drive from Pipeline Road north to Patricia Lane and along Patricia Lane from Glenda Drive to Beverly Court.

Designate on the front, lower left hand corner of your response envelope, the following:

Bid Reference Number: 11-SW-3

Subject: GLENDA/PATRICIA STORM DRAIN IMPROVEMENTS

Bid Closing Time: Wednesday, May 16, 2012 at 10:00 AM

Contractor Name: _____

For convenience at Bid Opening, enter bid on this cover page and include in sealed response envelope (Do not place quoted prices on the outside of the envelope):

Total Cost: \$ _____

Company Name

Address

City, State, and Zip Code

Phone

By: _____
Authorized Agent

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NOTICE TO BIDDERS

Sealed proposals will be received by the City of Bedford, Texas in the Public Works Office located at 1813 Reliance Parkway, Bedford, TX 76021 until **10:00 AM, Wednesday, May 16, 2012** for furnishing all labor, tools, material, equipment and for performing all work necessary for the paving, drainage and utility improvements for the following project:

GLENDA DRIVE AND PATRICIA LANE STORM DRAIN IMPROVEMENTS

The work includes approximately 1,200 LF of 21-in through 27-in RCP storm drain, 10 new water services, sanitary sewer laterals with necessary appurtenances and pavement repair as described in the bid documents. Bids will be publicly opened and read aloud in the Public Works Conference Room. Any bid received after 10:00 AM will be returned unopened.

There will be a pre-bid meeting to address contractor questions about the plans, specifications and project in general. The pre-bid meeting will be held at 10:00 AM, Wednesday, May 9, 2012 at the City of Bedford, in the Public Works Office located at 1813 Reliance Parkway, Bedford, TX 76021.

Copies of the contract documents are on available from the City of Bedford Public Works Department, 1813 Reliance Parkway, Bedford, Texas 76021 at no cost. The telephone number is (817) 952-2200. Prospective bidders should call to confirm plan availability for pick up. Specific questions about the project should be directed to Jeff Ground with J. S. Ground Engineering at (817) 320-5330 or by email at jsg@jsgroundengineering.com.

A cashier's check or acceptable bidder's bond payable to the City of Bedford, Texas in the amount of not less than 5% of the largest possible total for the bid submitted, must accompany the bid.

In the case of ambiguity or lack of clearness in the prices of the proposal, the City reserves the right to accept the most advantageous contract thereof to the City, or to reject the proposal.

The City reserves the right to reject any or all bids and waive any or all informalities. No bid may be withdrawn until the expiration of ninety-days from the date the bids are opened.

Advertisement Dates: April 30, 2012 and May 7, 2012

INSTRUCTIONS TO BIDDERS

1. BID SUBMISSION ADDRESS AND DEADLINE

Completed bids will be received at the Public Works Service Center, 1813 Reliance Parkway, Bedford, Texas 76021 until the bid submission deadline (closing time and date) as stated on the Request for Bids. Bid responses received after the closing time and date will be returned to the sender unopened.

If you do not wish to bid at this time, but wish to remain on the bid list for this service or commodity, please submit a "No Bid" by the same time and date at the same location as stated for bidding. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please advise the Director of Public Works in writing.

2. SIGNATURES

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will not be considered.

3. ALTERING BIDS

Bids cannot be altered, amended or withdrawn by the Bidder after the bid opening deadline. Any interlineation, alteration, or erasure made before this deadline, must be initialed by the signer of the bid, guaranteeing authenticity.

4. BID WITHDRAWAL OR REJECTION

The City reserves the right to withdraw the request for bids for any reason or to reject any or all bids or parts of all of any specific bid or bids. The City further reserves the right to accept part or all of any specific bid or bids, and to accept any bid or bids with or without trade-in.

5. LATE BIDS

The City of Bedford is not responsible for lateness or non-delivery of mail, carrier, etc. to the City, and the time and date recorded at the Public Works Service Center shall be the official time of receipt.

6. IDENTICAL BIDS

In the event of two or more identical low bids, the agreement will be awarded as prescribed by Chapter 271, Subchapter Z, Section 271.901 of Vernon's Texas Codes Annotated.

7. TERMINATION OF AGREEMENT

The City reserves the right to terminate this agreement with ten (10) days written notice if the successful Bidder fails to perform in a manner deemed acceptable to the City. Upon delivery of such notice by the City to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As soon as

practicable after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of agreement successfully performed.

8. **ASSIGNMENT**

The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

9. **BID AMBIGUITY**

Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions of bidding shall be construed in the favor of the City.

10. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications. All change orders to the agreement will be made in writing and not effective unless signed by an authorized representative of the City.

11. **MODIFICATIONS AND AMENDMENTS**

The City shall have the right to modify the specifications prior to the bid submission deadline and will endeavor to notify all potential Bidders that have received a copy of the bid specifications, but failure to notify shall impose no obligation or liability on the City.

12. **LIENS**

The successful Bidder agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

13. **DISQUALIFICATION OF BIDDER(S)**

Any bidder(s) may be disqualified and their bid not considered for award by any of the following specific reasons:

- a. The bidder is party to any litigation against the City of Bedford, Texas.
- b. The bidder is delinquent in performance of an existing contract or has defaulted on a previous contract with the City of Bedford, Texas, or with another party for the same or similar kinds of work.
- c. Reasonable grounds exist for believing that the bidder lacks competency or capacity to satisfactorily and timely perform based on the bidder's financial statement, experience, equipment, existing contractual commitment, etc.

14. **PATENT INDEMNITY**

The successful Bidder hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

15. **GRATUITIES/BRIBES**

The City may, by written notice to the Bidder, cancel this agreement without liability to the successful Bidder if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the agreement. In addition, the successful Bidder may be subject to penalties stated in Title 8 of the Texas Penal Code.

16. **RESPONSE FORM TO BE USED**

The bid proposal must be submitted on the form provided herein.

17. **MATERIAL SAFETY DATA SHEETS (MSDS)**

Each bid shall include an MSDS for the product quoted, if applicable.

18. **PAYMENT**

Contractor shall submit to the City a monthly invoice for services performed that month. The City is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the bid price.

19. **REFERENCES**

Each Bidder is to provide a minimum of three (3) verifiable references in which the Bidder has provided this service or a similar product. List the references on Attachment I herein provided.

20. **SPECIFICATION CLARIFICATION**

For clarification of these specifications, contact Jeff Ground, PE with J. S. Ground Engineering at (817) 320-5330 or by email at jsg@jsggroundengineering.com.

Bidders desiring information or interpretation must make request for such information to the Engineer, prior to seventy-two (72) hours before bid opening. Should a bidder find discrepancies in, or omissions from the plans, specifications or other contract documents, or should be in doubt as to their meaning, bidder should at once notify the Engineer in order that written addendum may be sent to all bidders. Any addenda issued prior to forty-eight (48) hours of the opening of bids will be mailed or delivered by other means to each bidder of record contemplating the submission of a proposal on this work.

21. **NON-DISCRIMINATION**

Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, disability, or place of birth.

Contractor shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin, disability, or place of birth. This action shall include, but not be limited to, the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

22. **ADDENDUM**

The Owner reserves the right to issue an addendum to the Contract prior to accepting bids for the work. Such addendum(s) shall be, and are hereby made a part of these specifications. Upon receipt of the addendum(s), the Contractor shall acknowledge their receipt by listing the addendum(s) and signing in the appropriate spaces in the Proposal. A statement acknowledging receipt of each addendum identified by its number should be shown on the bid envelope.

23. **WARRANTY**

The work performed under this Contract shall be warranted to be free from defects in materials and workmanship for a period of two (2) years from the date of acceptance. If the owner determines that the process has failed during the warranty period, the Contractor will perform and make all repairs at no additional cost to the Owner.

24. **SITE SURVEYING**

The Contractor shall be responsible for all required site surveying to include: lines, grades, centerlines, off-set stakes, etc. necessary to lay out and install the work as designed and shown on the plan sheets in these contract documents.

25. **UTILITY LOCATES AND COORDINATION**

The Contractor shall be responsible for securing the services of a utility location firm to provide "locates" for any underground utilities in the areas of the proposed construction. All coordination of such activities shall be the responsibility of the Contractor.

26. **CONTRACT TIME AND LIQUIDATED DAMAGES**

As time is of the essence on this Contract, the Contractor agrees to commence work under this Contract within ten (10) days from the date specified in the "Notice to Proceed" and to totally complete the work within **seventy-five (75)** consecutive calendar days after the date specified in the "Notice to Proceed", subject to such extensions of time as are indicated in the General Provisions. The Contractor further agrees to pay as liquidated damages, the sum of **\$240.00** for each calendar day that any work remains uncompleted after the time specified above or after any extensions of time as are provided in the General Provisions. It is understood between the parties hereto that the sum of **\$240.00** per day shall be treated as liquidated damages and not as a penalty, and the Owner may withhold from the Contractor's compensation such sums as liquidated damages.

27. **CITIZEN NOTIFICATION**

The Contractor shall be responsible for the preparation and distribution of a City-approved "*Notice of Construction*" letter to all residents who will be directly affected by the proposed construction activities. The City Project Inspector will designate to the Contractor which houses are to receive the notices. This notice must include contact phone numbers for the Contractor and a brief description of the duration and general type of work to be done.

BONDS, INSURANCE & INDEMNITY

BONDS

Bidders must submit with the Bid a Cashier's or Certified Check payable to the City of Bedford, in the amount of 5% of the maximum price bid, or submit a Bid Bond in the same amount from a surety Company to the City, as a guarantee that the bidder will enter into a contract and execute the required bonds after the acceptance of the bid and award of the contract.

In accordance with Chapter 2253 of the Local Government Code of Texas, V.T.C.A., the successful bidder will be required to furnish Performance, Payment, and Maintenance Bonds in the full amount of the contract. The Bonds must be executed by an approved Surety Company holding a permit from the State of Texas to act as Surety. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the Surety and certified to include the date of the bond.

INSURANCE

The successful Bidder shall meet the minimum Texas State Financial Responsibility Act requirements for the operation of vehicle(s) used while performing services in the City.

INDEMNITY

The successful Bidder agrees to defend, indemnify, and hold the City and all of its officers, agents, consultants, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the successful Bidder, or any agent, servant, or employee of the successful Bidder in the execution of performance of this agreement, without regard to whether such persons are under the direction of City agents or employees.

VENDOR COMPLIANCE WITH STATE LAW

The 1985 Session of Texas Legislature passed House Bill 620 relative to the award of Contracts to non-resident bidders. This law provided for non-resident bidders to bid projects for construction, improvements, supplies or services in Texas. To be awarded these Contracts, non-resident bidder must bid an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable Contract in the state of the non-resident's principal place of business.

NOTE: A non-resident bidder is a Contractor whose corporate office or principal place of business is located outside of the State of Texas.

Item A: ALL BIDDERS

I hereby certify that our principal place of business is in the State of Texas.

YES _____ NO _____

Item B: NON-RESIDENT BIDDERS

Non-resident vendors in _____ (State), our principal place of business, are required to bid _____ % lower than resident bidders by State Law.

Non-resident vendors in _____ (State), our principal place of business, are **not** required to underbid resident bidders.

AFFIDAVIT AGAINST PROHIBITED ACTS

I hereby affirm that I am aware of the provisions of the Texas Penal Code Sec. 36.02, 36.08, 36.09, and 36.10, dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am aware that any violation of these rules subjects this agreement to one or more of the following: revocation, removal from bid lists, prohibiting future contract/subcontract work, revocation of permits and/or prosecution.

Signature

Date

Attest (if Contractor is a Corporation)

Date

GENERAL PROVISIONS

The General Provisions for this project shall be in accordance with Section I – Standard Specifications of Public Works Construction Standards (current edition), as published by the North Central Texas Council of Governments (NCTCOG), which are specifically incorporated herein and made a part of this agreement the same as if written herein.

Unless otherwise specifically noted on the plans or in these specifications, all applicable sections (Section I Standard Specifications and Section II Standard Drawings) of the NCTCOG Standard Specifications are in effect. In the case of contradiction, the information in this document shall control, followed by the City of Bedford Standard Specifications and then the NCTCOG Standard Specifications.

105.4 Construction Stakes

The Contractor shall furnish and set all lines, grades, benchmarks, centerlines and measurements necessary to the proper performance and control of the work.

106.5 Samples and Tests of Materials

The cost of all testing required for this project shall be the responsibility of the Contractor. All testing shall be coordinated with the City Inspector. The cost of any retests required as a result of failing tests shall also be borne by the Contractor.

MATERIAL, APPLICATION, AND CONSTRUCTION SPECIFICATIONS

The materials, application and construction specifications on this project shall be supplied and installed in accordance with the applicable portions of the City of Bedford Standard Specifications and in accordance with Section I – Standard Specifications and Section II Standard Drawings of Public Works Construction Standards (current edition), as published by the North Central Texas Council of Governments (NCTCOG) which are specifically incorporated herein and made a part of this agreement the same as if written herein.

In the case of contradiction between the City of Bedford Standard Specifications, NCTCOG Standard Specifications and this document, the information in this document shall control, followed by the City of Bedford Standard Specifications and then the NCTCOG Standard Specifications.

Construction Pay Items:

As listed in the Bid Proposal, construction pay items shall be measured and paid for in accordance with the applicable measurement and payment paragraphs noted for each pay item below.

GLENDRA DRIVE AND PATRICIA LANE STORM DRAIN IMPROVEMENTS:

Pay Item No. 1: REMOVE EXISTING CURB & GUTTER:

This item includes the sawcut and removal of the existing curb and gutter at the locations noted on the plans. Any construction joints at the ends of the removal areas shall be neatly sawcut along the joint line prior to removing the curb & gutter.

Measurement and payment for this item shall be made on the basis of the price bid per linear foot and this price shall include all labor, materials, tools, equipment, and incidentals necessary to sawcut, remove, and properly dispose of the curb and gutter.

Pay Item No. 2: REMOVE CONCRETE PAVEMENT:

This item includes the sawcut and removal of existing concrete driveways, concrete street pavement, and concrete valley gutters at the locations noted on the plans. Any construction joints at the ends of the removal areas shall be neatly sawcut along the joint line prior to removing the concrete pavement.

An expansion joint shall be provided at the sawcut line for driveways, valley gutters or concrete pavement should one have previously existed in the removal limits. If the expansion joint is at a sawcut line, then the existing material shall be removed and the surface cleaned for the new expansion joint material. New expansion joint material and installation is not a separate pay item.

Measurement and payment for this item shall be made on the basis of the price bid per square yard and this price shall include all labor, materials, tools, equipment, and incidentals necessary to sawcut, remove, and properly dispose of the concrete pavement.

Pay Item No. 3: REMOVE HMAC PAVEMENT:

This item includes the sawcut and removal of HMAC pavement at the limits shown on the drawings. HMAC material shall be disposed of properly.

Measurement and payment for this item shall be made on the basis of the unit price bid per square yard for the removal and disposition of the existing asphalt pavement and shall include all labor, materials, tools, equipment, and incidentals necessary.

Pay Item No. 4: REMOVE AND CONSTRUCT NEW 10' RECESSED CURB INLET:

This item includes the removal of an existing recessed curb inlet and the curb and gutter for the wing and approach at the location noted on the plans and the installation of a new recessed curb inlet with wings, curb and gutter approaches as noted on the standard detail D-4; including all pipe connections. Curb and gutter limits shown on the detail are incidental to this bid item. Any construction joints at the ends of the removal areas shall be neatly sawcut along the joint line prior to removing the inlet and associated curb and gutter.

An expansion joint shall be provided at the sawcut line for the recessed curb inlet should one have previously existed in the removal limits. If the expansion joint is at a sawcut line, then the existing material shall be removed and the surface cleaned for the new expansion joint material. New expansion joint material and installation is not a separate pay item.

Measurement and payment for this item shall be made on the basis of the price bid per each and this price shall include all labor, materials, tools, equipment, and incidentals necessary to sawcut, remove, and install the curb inlet.

Pay Item No. 5: 24" REINFORCED CONCRETE CURB & GUTTER:

This item governs the construction of reinforced concrete curb & gutter at the locations noted on the plans. Concrete for the curb and gutter shall be Class "A" with a minimum compressive strength of 3,000 psi when tested at 28 days. Reinforcing steel for the curb & gutter shall be in accordance with City of Bedford standard detail P-7. Construction joints and expansion joints for the concrete curb & gutter shall be in accordance with the City of Bedford standard details.

An expansion joint shall be provided at the sawcut line for curb & gutter should one have previously existed in the removal limits. If the expansion joint is at a sawcut line, then the existing material shall be removed and the surface cleaned for the new expansion joint material. New expansion joint material and installation is not a separate pay item.

Measurement and payment for this item shall be made on the basis of the unit price bid per linear foot of curb & gutter installed complete in place, and the price bid for this item shall include all labor, materials, equipment, and incidentals required to construct the curb & gutter, complete in place.

Pay Item No. 6: 6" REINFORCED CONCRETE PAVEMENT, (BROOM FINISH):

This item is for the furnishing and installation of reinforced concrete pavement including driveways, valley gutters and other concrete pavement surfaces not specifically identified by another bid item. Reinforced concrete pavement shall be 6" thick (pavement) Class "C" with a minimum compressive strength of 3,600 psi when tested at 28 days. Reinforcing

steel for the concrete shall be #4 bars spaced at 18" on center each way. Dowels into existing concrete shall be #4 bars.

Measurement and payment for this item shall be made on the basis of the unit price bid per square yard for the 6" concrete pavement installed, complete in place, including all concrete material, reinforcing steel, curing compound, concrete testing, labor, equipment, and materials required to construct the concrete pavement.

Pay Item No. 7: 2 1/4" HMAC TYPE "D" SURFACE:

This item is for the furnishing and installation of TYPE "D" surface course HMAC including prime and tack coats installed at rates per NCTCOG. The quantities are based on 112.5 lbs/SY/in and will be determined as such and not based on delivery tickets.

Measurement and payment for this item shall be made on the basis of the unit price bid per TON for TYPE "D" HMAC installed, complete in place, including all incidentals, material, HMAC testing, labor, and equipment required to construct the HMAC pavement.

Pay Item No. 8: 6" REINFORCED CONCRETE CAP TRENCH REPAIR:

This item is for the furnishing and installation of 6" reinforced concrete trench cap, Class "C", 3,600 psi when tested at 28 days for open cut trench repair per City of Bedford standard detail M-5 for asphalt streets.

Measurement and payment for this item shall be made on the basis of the unit price bid per square yard for 6" reinforced concrete installed, complete in place, including all incidentals, material, concrete testing, labor, and equipment required to construct the concrete cap.

Pay Item Nos. 9, 10 & 11: 5', 10' & 15' STANDARD CURB INLET:

These items are for the furnishing and installation of 5', 10' and 15' standard curb inlets per City of Bedford standard detail D-1 modified accordingly for the applicable inlet opening. 16 linear feet of curb and gutter are incidental to each curb inlet for transition and wing.

Measurement and payment for these items shall be made on the basis of the unit price bid per each curb inlet, complete in place, including all connections, incidentals, material, concrete testing, labor, and equipment required to construct the curb inlet.

Pay Item No. 12: 4' SQUARE STORM DRAIN MANHOLE:

This item is for the furnishing and installation of 4' square storm drain manhole per City of Bedford standard detail D-6 with connections. The lid shall have a clear opening of 30"

Measurement and payment for this item shall be made on the basis of the unit price bid per each manhole, complete in place, including all connections, incidentals, material, concrete testing, labor, and equipment required to construct the manhole.

Pay Item Nos. 13, 14 & 15: 21", 24" & 27" RCP, Class III:

These items are for the furnishing and installation of 21" 24" and 27" RCP, Class III including excavation, embedment and backfill per City of Bedford standard detail M-3.

Concrete cap and HMAC will be paid under separate bid items.

Measurement and payment for this item shall be made on the basis of the unit price bid per linear foot, complete in place, including all connections, incidentals, material, testing, labor, and equipment required to install the RCP..

Pay Item No. 16: TRENCH SAFETY:

This item is for the furnishing and installation of a trench safety design and implementation of a trench safety system. This item will be based on the linear foot of storm drain pipe installed regardless of depth as identified in the bid proposal. Water and sanitary sewer pipe trench safety is incidental to those bid items.

Measurement and payment for this item shall be made on the basis of the unit price bid per linear foot, complete in place, including all incidentals, material, labor, and equipment required for trench safety.

Pay Item No. 17: ST. AUGUSTINE OR BERMUDA BLOCK SOD:

This item is for the furnishing and installation of block sod and is based on trench width for areas disturbed during construction for water services, sewer laterals and curb inlets plus an additional 24" wide strip along the outside of these limits. The Contractor shall match the adjacent sod. Additional sod to restore damaged areas beyond the trench width limits plus 24" on each side will be at the Contractor's own expense. Top soil shall be free of rocks.

Measurement and payment for this item shall be made on the basis of the unit price bid per square yard, complete in place, including all incidentals, material, labor, and equipment required for block sod.

Pay Item No. 18: REMOVE AND RESET MAILBOX:

This item is for removing a mailbox as identified in the plans, providing a temporary mailbox during construction and resetting the existing mailbox following construction activity. The mailbox shall comply with USPS requirements.

Measurement and payment for this item shall be made on the basis of the unit price bid per each, complete in place, including all incidentals, material, labor, and equipment.

Pay Item No. 19: SANITARY SEWER MANHOLE – RETROFIT 30" CLEAR OPENING LID:

This item is for retrofitting existing sanitary sewer manholes with a 30" clear opening lid and includes the removal and installation of the cone, rings and lid per City of Bedford Detail S-3. The new cones shall be either pre-cast or cast-in-place; bricks will not be allowed. Lid/rim shall match finished grade and include a polyethylene rain dish to reduce storm water infiltration.

Measurement and payment for this item shall be made on the basis of the unit price bid per each, complete in place, including removal, excavation, embedment, backfill and all incidentals, material, labor, and equipment required for sanitary sewer refit.

Pay Item Nos. 20 & 21: ADJUST 6" C900 PVC WATERLINE:

These items govern the furnishing and installation of 6" C900 PVC waterline for adjustments to lower the existing waterline. Contractor shall field verify each location prior to lowering the waterline. The adjustment in Patricia Lane is anticipated to already be under the existing sanitary sewer crossing and will need to be extended to clear the proposed 24" RCP storm drain. The adjustment along Glenda at the 5' curb inlet should be field verified to confirm a conflict exists. Waterline lowering shall be per City of Bedford standard detail W-18.

Measurement and payment for these items shall be made on the basis of the price bid per each and shall include all fittings, trenching, excavation, embedment, backfill and placement of the waterline including all labor, equipment, materials, tools, and incidentals required to install the waterline complete in place.

Pay Item Nos. 22 & 23: NEW ¾" and 2" WATER SERVICE LINE:

These items govern the furnishing and installation of ¾" and 2" Type K copper water services per City of Bedford standard details W-3, W-6, W-15 & W-16 and reconnections to the main and private service. The Contractor shall field verify meter sizes prior to installation. Copper waterline to reconnect to the existing service from the old meter location to the new meter location is incidental to this bid item.

The Contractor will be required to install the new services with existing meters and existing meter boxes unless new meters and boxes are furnished by the City. The Contractor shall coordinate with the inspector for material furnished by the City. Installing material furnished by the City shall not increase the unit price bid.

Measurement and payment for these items shall be made on the basis of the price bid per each and shall include all materials, labor, equipment, tools, and incidentals required to install these water services complete in place.

Pay Item No. 24: TERMINATION OF EXISTING WATER SERVICE LINE:

This item governs the termination of a water service to be abandoned. Existing water services not replaced with a new service line shall be terminated at the main on the corporation stop. Existing water service may be abandoned in place.

Measurement and payment for this item shall be made on the basis of the price bid per each and shall include all excavation, backfill, materials, labor, equipment, tools, and incidentals required to terminate these water services at the main, complete in place.

Pay Item Nos. 25 & 26: 6" SDR-26 PVC SANITARY SEWER - 10 LF & 20 LF REPAIR:

These items govern the replacement of 6" vitrified clay sanitary sewer main with 6" SDR-26 PVC sewer main. New pipe sections shall be centered under proposed RCP storm drain.

Measurement and payment for these items shall be made on the basis of the price bid per each and shall include all excavation, embedment, backfill, connections, materials, labor, equipment, tools, and incidentals required to make these point repairs to the sewer main, complete in place.

Pay Item Nos. 27 & 28: 8" & 6" SDR-26 PVC SANITARY SEWER - STUB-OUT:

These items govern the replacement of 6" and 8" sanitary sewer lines that cross the proposed 27" RCP storm drain within the ROW and are stubbed into existing sanitary sewer manholes; including connections at the manhole and the existing line at the ROW. New pipe sections of SDR-26 PVC shall be centered under the proposed RCP storm drain.

Measurement and payment for these items shall be made on the basis of the price bid per each and shall include all excavation, embedment, backfill, connections, materials, labor, equipment, tools, and incidentals required to make these line replacements to the sewer main, complete in place.

Pay Item No. 29: 4" SDR-26 PVC SANITARY SEWER – LATERAL & CLEANOUT:

This item governs the removal and replacement of 4" sanitary sewer laterals as identified on the plans. Replacement includes installation of a cleanout at the ROW as per City of Bedford standard detail S-1. New laterals shall tie into existing 6" sewer main. Existing sewer main pipe material is identified on the plans. New pipe sections of SDR-26 PVC shall be centered under the proposed RCP storm drain.

Measurement and payment for this item shall be made on the basis of the price bid per each and shall include all excavation, pipe, fittings, embedment, backfill, connections, materials, labor, equipment, tools, and incidentals required to make these lateral replacements to the sewer main, complete in place.

CONSTRUCTION NON-PAY ITEMS:

Non-Pay Item: MOBILIZATION/DEMOBILIZATION:

The Contractor shall include costs for general conditions, mobilization, demobilization and other non specific bid items in the price bid for the respective pay items.

Non-Pay Item: TRAFFIC CONTROL:

The Contractor shall include costs for installation and continual maintenance of traffic control devices during the construction of the project as subsidiary to other bid items. A traffic control plan shall be submitted by the Contractor for approval by the City. The plan shall be prepared in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices, (TMUTCD).

A minimum of one ten foot (10') lane shall be maintained for emergency vehicle access. No more than three driveways may be closed at a given time. Residents should be able to park no more than 250 feet from their driveway.

Non-Pay Item: YARD RESTORATION:

The Contractor shall restore yards within the project limits to a condition equal to or better than that which existed prior to the construction. The Contractor is urged to videotape the entire project area prior to construction to help mitigate any disputes that may arise regarding yard restoration.

Extreme care should be exercised in the disruption of private property so as to minimize the construction activity in these areas. The Contractor will be responsible for the restoration of all disrupted areas to include irrigation lines, sprinkler heads, and valves. Sod replacement shall be of the same species of grass that existed prior to commencement of the construction operations. Sod will be paid for as a separate bid item only to the limits described. Yard restoration shall be completed as soon as possible upon completion of the paving and utility improvements.

Non-Pay Item: Construction Materials Testing:

The Contractor will be responsible for hiring an approved testing laboratory to perform all construction materials testing for the project, including HMAC density and mix design; trench backfill; concrete compression tests, slump, and mix design; and all other testing required by the City or the Technical Specifications. Construction materials testing shall be included in the price bid for the respective pay items.

Non-Pay Item: Sawcuts:

All sawcutting required for the construction and/or removal of pavements, curb and gutter, parking lot, driveways or other items shall be included in the price bid for the respective pay items.

Non-Pay Item: Remove and Replace Traffic Signs:

This item includes the removal and replacement of all traffic signs that are in conflict with the proposed construction. The Contractor shall exercise care in removal of the signs so that they may be re-installed at the locations designated by the City Inspector after completion of the construction. All traffic signs shall have any remaining concrete removed from the metal posts and then re-set in concrete when replaced. Should the Contractor damage any of the signs and/or posts during the removal or storage of the signs/posts during the construction efforts, he shall be responsible for the cost of replacing the signs and/or posts at no additional cost to the City.

Non-Pay Item: Construction Survey / Layout:

The Engineer has provided on the plans horizontal control in the form of coordinates/ reference points/ distances and vertical control in the form of benchmarks/ surveyor control points. From the controls provided on the plans, the Contractor shall be responsible for the complete layout of the work and for establishing lines and elevations as needed during construction. The Contractor shall furnish all labor, material and equipment including the services of competent personnel, accurate surveying instruments, stakes, templates, platforms and tools as may be required for laying out any and all parts of the work. All work associated with construction layout shall be subsidiary to the various construction pay items in the Contract. Engineer will furnish CAD files upon request with no warranty of the transmitted data. Design survey was performed by ANA Consultants (817) 335-9900.

-END OF MATERIAL, APPLICATION, AND CONSTRUCTION SPECIFICATIONS-

**BID PROPOSAL
GLENDIA/PATRICIA STORM DRAIN IMPROVEMENTS**

Item No.	Estimated Quantity	Unit	Description / Unit Price	Extended Amount
1	164	LF	REMOVE EXISTING CURB & GUTTER, including furnishing all materials, labor, equipment, hauling and disposal necessary for the removal and disposal, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per linear foot	\$ _____
2	29	SY	REMOVE CONCRETE PAVEMENT, including furnishing all materials, labor, equipment, hauling and disposal necessary for the removal and disposal, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per square yard	\$ _____
3	990	SY	REMOVE HMAC PAVEMENT, including furnishing all materials, labor, equipment, hauling and disposal necessary for the removal and disposal, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per square yard	\$ _____
4	1	EA	REMOVE AND CONSTRUCT NEW 10' RECESSED CURB INLET with curb and gutter for transition and wing as per detail D-4, including connections, hauling and disposal necessary for the removal and disposal and furnishing all materials, labor, equipment, , complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per each	\$ _____
5	86	LF	24" REINFORCED CONCRETE CURB & GUTTER, Class "A", 3,000 psi, including furnishing all materials, labor, equipment, curing compound, and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per linear foot	\$ _____

Item No.	Estimated Quantity	Unit	Description / Unit Price	Extended Amount
6	29	SY	6" REINFORCED CONCRETE PAVEMENT, (BROOM FINISH) for driveways, valley gutters or other finished concrete paving surface, Class "C", 3,600 psi, furnishing all materials, labor, equipment, curing compound, saw cutting and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per square yard	\$ _____
7	125	TON	2 ¼" HMAC TYPE "D" SURFACE COURSE (112.5 lbs/SY/in), including furnishing prime coat, tack coat, incidentals, materials, labor and equipment, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per ton	\$ _____
8	990	SY	6" REINFORCED CONCRETE CAP TRENCH REPAIR, Class "C", 3,600 psi, furnishing all materials, labor, equipment and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per square yard	\$ _____
9	1	EA	5' STANDARD CURB INLET with 16 LF of curb and gutter for transition and wing as per detail D-1, furnishing all materials, labor, equipment and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per each	\$ _____
10	1	EA	10' STANDARD CURB INLET with 16 LF of curb and gutter for transition and wing as per detail D-1, furnishing all materials, labor, equipment and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per each	\$ _____

Item No.	Estimated Quantity	Unit	Description / Unit Price	Extended Amount
11	1	EA	15' STANDARD CURB INLET with 16 LF of curb and gutter for transition and wing as per detail D-1, furnishing all materials, labor, equipment and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per each	\$ _____
12	1	EA	4' SQUARE STORM DRAIN MANHOLE, including connections, excavation, embedment, backfill, compaction and furnishing all materials, labor, equipment and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per each	\$ _____
13	77	LF	21" RCP, CLASS III STORM DRAIN PIPE, OPEN CUT, including fittings, connections, excavation, embedment, backfill, compaction, materials, labor, equipment and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per linear foot	\$ _____
14	234	LF	24" RCP, CLASS III STORM DRAIN PIPE, OPEN CUT, including fittings, connections, excavation, embedment, backfill, compaction, materials, labor, equipment and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per linear foot	\$ _____
15	834	LF	27" RCP, CLASS III STORM DRAIN PIPE, OPEN CUT, including fittings, connections, excavation, embedment, backfill, compaction, materials, labor, equipment and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per linear foot	\$ _____

Item No.	Estimated Quantity	Unit	Description / Unit Price	Extended Amount
16	1,145	LF	TRENCH SAFETY, including report preparation, structures, all utility conduit installation regardless of depth and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per linear foot	\$ _____
17	174	SY	ST. AUGUSTINE OR BERMUDA BLOCK SOD, (match existing grass) including clean top soil, preparation, and furnishing all materials, labor, equipment and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per square yard	\$ _____
18	1	EA	REMOVE AND RESET MAILBOX, including temporary mailbox and furnishing all materials, labor, equipment and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per each	\$ _____
19	2	EA	SANITARY SEWER MANHOLE – RETROFIT 30" CLEAR OPENING LID, including removal of cone, rings and lid and construction of cone, rings and lid per detail S-3, connections, excavation, embedment, backfill, compaction and furnishing all materials, labor, equipment and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per each	\$ _____
20	1	EA	ADJUST 6" C900 PVC WATERLINE (PATRICIA LANE), including connections, fittings, excavation, embedment, backfill, compaction, removal and furnishing all materials, labor, equipment and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per each	\$ _____

Item No.	Estimated Quantity	Unit	Description / Unit Price	Extended Amount
21	1	EA	ADJUST 6" C900 PVC WATERLINE (5' CURB INLET ON GLENDA), including connections, fittings, excavation, embedment, backfill, compaction, removal and furnishing all materials, labor, equipment and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per each	\$ _____
22	7	EA	NEW ¾" WATER SERVICE LINE AND RECONNECTION, including resetting existing meter box, connections, Type K copper service line, fittings, excavation, embedment, backfill, compaction, and furnishing all materials, labor, equipment and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per each	\$ _____
23	1	EA	NEW 2" WATER SERVICE LINE AND RECONNECTION, including resetting existing meter box, connections, Type K copper service line, fittings, excavation, embedment, backfill, compaction, and furnishing all materials, labor, equipment and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per each	\$ _____
24	6	EA	TERMINATION OF EXISTING WATER SERVICE LINE at compression corporation stop on main, including excavation, embedment, backfill, compaction, and furnishing all materials, labor, equipment and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per each	\$ _____
25	1	EA	6" SDR-26 PVC SANITARY SEWER - 10 LF REPAIR, OPEN CUT, including fittings, excavation, embedment, backfill, compaction, and furnishing all materials, labor, equipment and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per each	\$ _____

Item No.	Estimated Quantity	Unit	Description / Unit Price	Extended Amount
26	1	EA	6" SDR-26 PVC SANITARY SEWER - 20 LF REPAIR, OPEN CUT, including fittings, excavation, embedment, backfill, compaction, and furnishing all materials, labor, equipment and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per each	\$ _____
27	1	EA	6" SDR-26 PVC SANITARY SEWER - STUB-OUT CONNECTION, OPEN CUT, including fittings, excavation, embedment, backfill, compaction, and furnishing all materials, labor, equipment and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per each	\$ _____
28	1	EA	8" SDR-26 PVC SANITARY SEWER - STUB-OUT CONNECTION, OPEN CUT, including fittings, excavation, embedment, backfill, compaction, and furnishing all materials, labor, equipment and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per each	\$ _____
29	8	EA	4" SDR-26 PVC SANITARY SEWER – LATERAL & CLEANOUT, including fittings, excavation, embedment, backfill, compaction, connections, removal of existing lateral and furnishing all materials, labor, equipment and incidentals, complete in place for the sum of: _____ DOLLARS _____ CENTS (\$ _____), per each	\$ _____
TOTAL AMOUNT OF BID (Bid Items 1-29) \$ _____				

All bidders must carefully read and fully understand the following to correctly bid on this Contract. Any questions and/or assumptions regarding the project during the bidding process are to be directed to Jeff Ground, PE with J. S. Ground Engineering at (817) 320-5330 or by email at jsg@jsggroundengineering.com.

The “quantities” shown in the schedule above are plan estimates of the units of work that may be required to complete the entire project that is provided in this Contract. The City reserves the right to add or remove construction elements (items) from this Contract in order to achieve budgetary constraints. Bidder will be paid on a monthly basis, based on units completed during the previous month.

*Quantities above as provided by the City of Bedford are for bidding purposes only, and the City does not guarantee that these “quantities” actually represent the true final quantities under this Contract. It is the responsibility of the bidder to inspect and familiarize oneself with the construction areas covered in this Contract to determine the actual scope of work.

**STANDARD FORM OF AGREEMENT
BETWEEN THE CITY OF BEDFORD AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2012 by and between the City of Bedford (hereinafter called OWNER) and _____ of the City of _____, County of _____, State of _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 PROJECT SCOPE

The PROJECT for the WORK detailed under the Contract Documents (see Article 8 of this Agreement for items included in the Contract Documents) is generally identified as following:

GLENDRA DRIVE AND PATRICIA LANE STORM DRAIN IMPROVEMENTS

Article 2 CONTRACT TIME

The Work will be completed in **seventy-five (75)** calendar days and ready for payment in accordance with Item 109.5.4 of the General Provisions.

Article 3 CONTRACT PRICE

OWNER shall pay CONTRACTOR the prices in the CONTRACTOR'S bid proposal plus additional work performed when authorized by OWNER.

Article 4 PAYMENT PROCEDURES

Payment to CONTRACTOR will be monthly upon receipt of invoices from the CONTRACTOR. All charges are to be less sales tax as OWNER is tax exempt.

Article 5 CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this agreement, CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents and Specifications.
- 5.2 CONTRACTOR has correlated the results of all such observations and studies with the terms and conditions of the Contract Documents.
- 5.3 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by OWNER is acceptable to CONTRACTOR.

Article 6 MISCELLANEOUS.

6.1 ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment will release the assignor from any duty or responsibility under the Contract Documents.

6.2 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.3 TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the charges as have been previously made.

6.4 SUBCONTRACTING:

6.4.1 CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.

6.4.2 CONTRACTOR shall be fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

6.4.3 Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.

Article 7 GOVERNING LAWS, VENUE

The Contract shall be construed according to the laws of the State of Texas; and venue shall lie in the State district courts of Tarrant County, Texas.

Article 8 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the OWNER and CONTRACTOR, same being attached hereto and incorporated herein as Exhibit A, consist of the following:

- 8.1 Standard Form of Agreement
- 8.2 Performance Bond
- 8.3 Payment Bond
- 8.4 Maintenance Bond
- 8.5 Certificate of Insurance
- 8.6 General Provisions
- 8.7 Material, Application, and Construction Specifications
- 8.8 Addenda numbers _____ to _____ , inclusive
- 8.9 CONTRACTOR'S Bid Proposal Form
- 8.10 Documentation submitted by CONTRACTOR prior to Notice of Award
- 8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to Item 104.2.2 of the General Provisions. The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).
- 8.12 Contractor's References

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Article 1.20.2 of the General Provisions.

Article 9. INDEMNIFICATION

The CONTRACTOR hereby agrees to defend, indemnify, and hold the City and all of its officers, agent, employees, and elected officials whole and harmless against any and all claims for damages, cost, and expenses of persons or property that may arise out of, or be occasioned by, of from any negligent act, or omission of the CONTRACTOR, or any agent, servant, or employee of the CONTRACTOR in the execution of performance of this Contract, without regard to whether such persons are under the direction of City agents or employees.

Executed on behalf of the CONTRACTOR by its owner shown below, and on behalf of the OWNER by its City Manager or authorized representative, this agreement will be effective

on the _____ day of _____, 2012.

OWNER:

CITY OF BEDFORD
2000 FOREST RIDGE DRIVE
BEDFORD, TEXAS 76021

CONTRACTOR:

Name: _____

Address: _____

City: _____

State & Zip: _____

By: _____

Beverly Griffith, City Manager

By: _____

Name/Title: _____

Phone: _____

CONTRACTOR'S Seal (if incorporated)

(City Attorney review if Contracted Service Cost is Greater than \$15,000)

Approved as to Form and Legality this _____ day of _____, 2012.

OWNER's Attorney

PERFORMANCE BOND

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ hereinafter called the Principal, and _____, hereinafter called the Surety, are held and firmly bound unto the City of Bedford as Owner, in the sum of _____ Dollars (\$ _____) for the payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, entered into a Contract with the Owner for:

GLENDRA DRIVE AND PATRICIA LANE STORM DRAIN IMPROVEMENTS

as set out in said Contract, a copy of which is by reference made a part hereof;

NOW THEREFORE the conditions of this obligation are such that, if the Principal shall faithfully perform the Contract in accordance with the Plans, specifications and contract documents and shall fully indemnify and save harmless the Owner from all cost and damage which Owner may suffer by reason of Principal's default or failure so to do, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default or failure;

AND FURTHER, that if the Principal shall pay all persons, who have contracts directly with the Principal for labor and/or materials, failing which such persons shall have a direct right of action against the Principal and the Surety under this obligation, subject to Owner's priority, then the obligation shall be null and void, otherwise it shall remain in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance being hereby waived.

AND PROVIDED, in the event Principal is in default under the Contract as defined herein, Surety will within fifteen (15) days of determination by Owner of such default take over and assume completion of said Contract and become entitled to the payment of the balance of the Contract price, subject to Owner's priority.

AND PROVIDED, that if any suit is brought under this Surety Bond, venue shall lie in Tarrant County, Texas.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2012, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSED:

Principal: _____

By: _____

Surety: _____

By: _____

Attorney-in-fact

(SEAL)

PAYMENT BOND

**STATE OF TEXAS §
 §
COUNTY OF TARRANT §**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____ as Principal, and _____, as Surety, are hereby held and firmly bound unto the City of Bedford, as Owner, in the sum of _____ Dollars (\$ _____), for the payment, whereof the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The Conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto attached, and made a part hereof, with the Owner dated _____, for:

GLENDRA DRIVE AND PATRICIA LANE STORM DRAIN IMPROVEMENTS

NOW THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, supplying labor and materials in the prosecution of the work provided for in said contract, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes of Texas.

AND PROVIDED, that any alterations which may be made in the terms of the contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance being hereby waived.

AND PROVIDED, that if any suit is brought under this Payment Bond, venue shall lie in Tarrant County, Texas.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2012, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSED:

Principal: _____

By: _____

Surety: _____

By: _____

Attorney-in-fact

(SEAL)

MAINTENANCE BOND

STATE OF TEXAS §
§
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

That _____, as principal (the CONTRACTOR) and _____, a corporation organized under the laws of the State of _____ and authorized to do business in the State of Texas as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Bedford, a municipal corporation, the sum of:

(One hundred percent (100%) of final contract price)

(\$ _____) for the payment of which sum well and truly to be made unto said City of Bedford and its successors, said Principal and Surety do hereby bind themselves, their assigns, and successors jointly and severally. This obligation is conditioned, however, that, whereas said CONTRACTOR has this day entered into a written contract with said City of Bedford to build and construct the following project:

GLEND A DRIVE AND PATRICIA LANE STORM DRAIN IMPROVEMENTS

which contract and the plans and specifications therein mentioned and adopted by the City of Bedford are hereby expressly made a part thereof as though the same were written and embodied herein.

WHEREAS, under the specifications and contract, it is provided that the CONTRACTOR shall maintain and keep in good repair the work constructed and/or equipment furnished by him as contemplated by the plans, specifications, drawings, etc., and perform for a period of two (2) years. The period shall be two (2) years from the date of final acceptance as shown on the "Letter of Final Acceptance" as issued by the ENGINEER.

The CONTRACTOR agrees to make all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the constructed work. The CONTRACTOR shall reimburse the OWNER for the costs of all Engineering and special services required to be furnished by the OWNER which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set forth above. It is being understood that the purpose of this section is to require the correction of all defective conditions resulting from materials furnished or work and labor performed by said CONTRACTOR under the conditions prescribed by the Contract Documents. In case the said CONTRACTOR shall fail or refuse to perform as provided within ten (10) days

after proper written notifications have been furnished to him by the OWNER, it is agreed that the OWNER may do said work and supply such materials and the said CONTRACTOR and Sureties herein shall be subject to the liquidated damages mentioned in said Contract for each calendar day's failure on its part to comply with the terms of the said provision of the said Contract and this Maintenance Bond.

NOW THEREFORE, if the said CONTRACTOR shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by the said CONTRACTOR in the performance of its contract to do so maintain and repair damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any clause during said time.

IN WITNESS WHEREOF, _____ (CONTRACTOR) has caused by these presents to be executed by _____ (CONTRACTOR'S Principal) and the said Surety, _____, has caused these presents to be executed by its Attorney-In-Fact who has hereto set his/her hand this _____ day of _____, 2012.

Contractor

Surety

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attest: _____
Name & Title

Attest: _____
Name & Title

Company or Employer

Company or Employer

The name and address of the Resident Agent of the Surety is:

Firm Name

Address

City, State, Zip

Telephone

NOTES:

1. Power of Attorney must be attached.
2. Amount and Term of Maintenance Bond shall be as stated in the "Special Conditions".
3. The Maintenance Bond effective date will begin when the "Final Letter of Acceptance" is issued by the City.

INSURANCE REQUIREMENTS

CONTRACTOR'S INSURANCE

Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the contract the CONTRACTOR and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the OWNER.

Certificates of each policy shall be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the OWNER, except when the policy is being canceled for nonpayment of premium, in which case 10 days advance written notice is required. Prior to the effective date of cancellation, the CONTRACTOR must deliver to the OWNER a replacement certificate of insurance or proof of reinstatement. Coverage shall be of the following types and not less than the specified amounts.

(a) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the OWNER; employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease --- each employee, \$500,000 disease-policy limit.

(b) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring CONTRACTOR'S (or subcontractor's) liability for injury to or death of OWNER'S employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

General Aggregate	\$1,000,000
Products – Components/Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$ 600,000
Each Occurrence	\$ 600,000
Fire Damage (any one fire)	\$ 50,000
Medical Expense (any one person)	\$ 5,000

The policy shall include coverage extended to apply to operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with OWNER.

(c) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 for bodily injury (per accident) and \$100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

OWNER'S PROTECTIVE LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this contract an OWNER'S protective liability insurance policy naming the OWNER and the Engineer as insureds for property damage and bodily injury, which may arise in the prosecution of the work or CONTRACTOR'S operations under this contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR'S liability insurance with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence and \$1,000,000 aggregate.

"UMBRELLA" LIABILITY INSURANCE

If required by OWNER, CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring CONTRACTOR for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. OWNER and Engineer shall be named as additional insureds.

POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

(a) Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:

- (1) each policy shall name the OWNER as an additional insured as to all applicable coverage;
- (2) each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail. If the policy is canceled for nonpayment of premium, only 10 days written notice to OWNER is required.
- (3) the term "OWNER" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER;
- (4) the policy phrase "other insurance" shall not apply to the OWNER where the OWNER is an additional insured on the policy; and
- (5) all provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

(b) Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:

- (1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the CONTRACTOR. The OWNER'S decision thereon shall be final;
 - (2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
 - (3) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.
- (c) CONTRACTOR agrees to the following:
- (1) CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the OWNER, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies;
 - (2) companies issuing the insurance policies and CONTRACTOR shall have no recourse against the OWNER for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;
 - (3) approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR (or any subcontractors) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability; and
 - (4) no special payments shall be made for any insurance that the CONTRACTOR and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

REFERENCES

(ATTACHMENT I)

Each bidder shall provide a minimum of three (3) verifiable references (with current addresses and phone numbers) in which the bidder has provided this service or a similar product.

Name of Reference

Address

Phone No.



ACORN

WALTER ST

CHERYL AVE

GLENDIA DR

JAMES LN

PATRICIA LN

BEVERLY CT

LAVIANA DR

BROWN TRAIL

ELIZABETH DR





Council Agenda Background

PRESENTER: David Miller, Deputy City Manager

DATE: 06/12/12

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

ITEM:

Consider a resolution recommending the appointment of representatives to the Regional Transportation Council.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The North Central Texas Council of Governments (NCTCOG) is the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth Metropolitan Area. The Regional Transportation Council (RTC), composed primarily of local elected officials, is the transportation policy body for the MPO. The RTC is responsible for direction and approval of the Metropolitan Transportation Plan, the Transportation Improvement Program, the Congestion Management Process, and the Unified Planning Work Program, and for satisfying and implementing federal and state laws and regulations pertaining to the regional transportation planning process.

Membership on the Regional Transportation Council is either by direct membership or group representation. Each seat on the RTC will be provided a primary member and permitted an alternate member. Currently, the Cities of Hurst, Euless, Bedford, Colleyville, Grapevine and Southlake share a seat on the RTC. The RTC's Bylaws and Operating Procedures state that, "The person representing a group of several cities shall be selected by the mayors using a weighted vote of the maximum population or employment of the cities represented, and the person selected shall serve a two-year term beginning in June of even-numbered years and shall be serving on one of the governing bodies they represent."

The current primary representative on the RTC is Bill McLendon, Mayor Pro Tem, City of Hurst. The current alternate representative is Mike Taylor, Councilmember, City of Colleyville. The six entities may choose to keep their current representatives or appoint a new primary representative and/or alternate representative.

Both the cities of Hurst and Euless have sent letters to the RTC supporting Mr. McClendon in remaining the primary representative. Euless further supported Mr. Taylor remaining the alternate representative.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution recommending the appointment of representatives to the Regional Transportation Council.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Letter from the RTC
Email from Mayor Saleh of Euless

RESOLUTION NO. 12-

A RESOLUTION RECOMMENDING THE APPOINTMENT OF REPRESENTATIVES TO THE REGIONAL TRANSPORTATION COUNCIL.

WHEREAS, the Regional Transportation Council (RTC) is the transportation policy body for the North Central Texas Council of Governments; and,

WHEREAS, the cities of Hurst, Euless, Bedford, Colleyville, Grapevine and Southlake share a seat on the RTC; and,

WHEREAS, the representative of a group of several cities serves a two-year term beginning in June of even-numbered years; and,

WHEREAS, the current primary representative for the cities of Hurst, Euless, Bedford, Colleyville, Grapevine and Southlake is Bill McClendon, Mayor Pro Tem, City of Hurst and the current alternate representative is Mike Taylor, Councilmember, City of Colleyville.

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

SECTION 1. That the City Council recommends appointing _____ as the primary representative to the RTC.

SECTION 2. That the City Council recommends appointing _____ as the alternate representative to the RTC.

PASSED AND APPROVED this 12th day of June 2012, 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

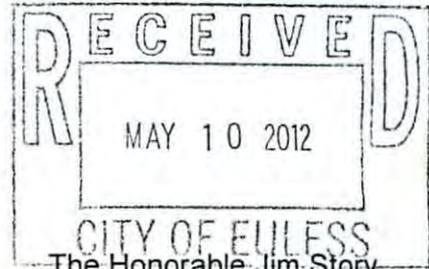


Regional Transportation Council

The Transportation Policy Body for the North Central Texas Council of Governments
(Metropolitan Planning Organization for the Dallas-Fort Worth Region)



May 7, 2012



The Honorable Richard Ward
Mayor, Place 3
City of Hurst
1505 Precinct Line Road
Hurst, TX 76054

The Honorable Mary Lib Saleh
Mayor
City of Euless
201 North Ector Drive
Euless, TX 76039

The Honorable Jim Story
Mayor
City of Bedford
2000 Forest Ridge Drive
Bedford, TX 76021

The Honorable David Kelly
Mayor
City of Colleyville
100 Main Street
Colleyville, TX 76034

The Honorable William D. Tate
Mayor
City of Grapevine
P.O. Box 95104
Grapevine, TX 76099

The Honorable John Terrell
Mayor
City of Southlake
1400 Main Street
Southlake, TX 76092

Dear Mayors Ward, Saleh, Story, Kelly, Tate, and Terrell:

The North Central Texas Council of Governments (NCTCOG) is the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area. The Regional Transportation Council (RTC), composed primarily of local elected officials, is the transportation policy body for the MPO. The RTC is responsible for direction and approval of the Metropolitan Transportation Plan, the Transportation Improvement Program, the Congestion Management Process, and the Unified Planning Work Program, and for satisfying and implementing federal and state laws and regulations pertaining to the regional transportation planning process.

Membership on the Regional Transportation Council is either by direct membership or group representation. Each seat on the Regional Transportation Council will be provided a primary member and permitted an alternate member. Currently, the Cities of Hurst, Euless, Bedford, Colleyville, Grapevine and Southlake share a seat on the Regional Transportation Council. The RTC's Bylaws and Operating Procedures state that "The person representing a group of several cities shall be selected by the mayors using a weighted vote of the maximum population or employment of the cities represented, and the person selected shall serve a two-year term beginning in June of even-numbered years and shall be serving on one of the governing bodies they represent." A table containing population and employment figures is enclosed.

An alternate member is the individual appointed to represent an entity or group of entities on the Regional Transportation Council in the absence of the primary member. The alternate member must be predetermined in advance of a meeting and will have voting rights in the absence of the primary member. An entity or group of entities may elect to appoint its alternate member(s) from a pool of eligible nominees. The same requirements apply to alternate members as to primary members. If a primary member is an elected official, then the alternate member must also be an elected official; if a

May 7, 2012

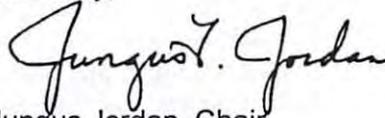
primary member is a non-elected private sector official, then the alternate member must also be a non-elected private sector official or an elected official. Cities and/or counties within a cluster group are strongly encouraged to reflect diversity in their selections of primary and alternate members as well as membership rotation amongst the group depending on the qualifications of the appointees.

Your current primary representative on the RTC is Bill McLendon, Mayor Pro Tem, City of Hurst. Your current alternate representative is Mike Taylor, Councilmember, City of Colleyville. You may choose to keep your current representatives or appoint a new primary representative and/or alternate representative. I encourage you to make your new appointment or appointments prior to June when the new two-year terms begin. Please mail (P.O. Box 5888, Arlington, TX 76005-5888) or fax (817/640-3028) your correspondence to Vercie Pruitt-Jenkins of NCTCOG. Please note that your designation should be confirmed in writing by all entities included in this group.

In addition, the Regional Transportation Council has established an Ethics Policy in accordance with Section 472.034 of the Texas Transportation Code. This policy applies to both primary and alternate RTC members, whether elected or non-elected. All RTC members must also adhere to Chapter 171 of the Local Government Code and to the Code of Ethics from their respective local governments and public agencies. Please remind your representatives to be cognizant of these policies and codes.

Please contact Vercie Pruitt-Jenkins at 817/608-2325 if you have any questions. We look forward to hearing from you.

Sincerely,



Jungus Jordan, Chair
Regional Transportation Council
Councilmember, City of Fort Worth

vpj
Enclosure

cc: The Honorable Bill McLendon, Mayor Pro Tem, City of Hurst (RTC Primary Member)
The Honorable Mike Taylor, Councilmember, City of Colleyville (RTC Alternate Member)
Ms. Jennifer Fadden, City Manager, City of Colleyville
Mr. Gary McKamie, City Manager, City of Euless
Ms. Beverly Queen-Griffith, City Manager, City of Bedford
Mr. Bruno Rumbelow, City Manager, City of Grapevine
Mr. Allan Weegar, City Manager, City of Hurst
Ms. Shana Yelverton, City Manager, City of Southlake

**REGIONAL TRANSPORTATION COUNCIL
MEMBER POPULATION AND EMPLOYMENT**

City/County	2012 Population Estimates	Employment	Pop/Emp Maximum
<u>Collin County</u>			
Plano	261,900	175,483	261,900
Allen	86,600	20,633	86,600
McKinney	136,180	46,822	136,180
Frisco	125,500	36,066	125,500
Wylie	42,690	9,788	42,690
Murphy	18,020	2,167	18,020
Fairview	7,390	2,928	7,390
Anna	8,580	591	8,580
Princeton	7,010	624	7,010
Prosper	12,190	1,873	12,190
Lucas	5,450	847	5,450
<u>Dallas County</u>			
Dallas	1,207,420	1,145,197	1,207,420
Carrollton	121,150	85,015	121,150
Garland	228,060	109,404	228,060
Irving	218,850	276,657	276,657
Mesquite	139,950	73,828	139,950
Grand Prairie	176,980	80,433	176,980
Richardson	100,450	130,032	130,032
Rowlett	56,310	10,198	56,310
Duncanville	38,610	15,529	38,610
DeSoto	49,540	18,739	49,540
Addison	13,680	55,195	55,195
Coppell	38,950	33,409	38,950
Cedar Hill	45,360	18,619	45,360
Farmers Branch	28,620	76,225	76,225
Lancaster	36,700	16,403	36,700
University Park	23,040	10,420	23,040
Balch Springs	23,880	6,348	23,880
Seagoville	14,920	4,257	14,920
Sachse	20,800	2,313	20,800
Highland Park	8,520	3,389	8,520
Glenn Heights	11,330	830	11,330
<u>Denton County</u>			
Denton	115,810	66,823	115,810
Lewisville	96,000	47,505	96,000
Flower Mound	65,060	15,176	65,060
The Colony	36,590	6,788	36,590
Highland Village	15,330	4,746	15,330
Corinth	20,380	3,400	20,380

**REGIONAL TRANSPORTATION COUNCIL
MEMBER POPULATION AND EMPLOYMENT**

City/County	2012		Pop/Emp Maximum
	Population Estimates	Employment	
Trophy Club	8,560	1,480	8,560
Lake Dallas	7,130	1,780	7,130
Little Elm	28,230	1,572	28,230
Sanger	6,970	1,300	6,970
Roanoke	6,320	2,495	6,320
<u>Tarrant County</u>			
Fort Worth	757,810	507,921	757,810
Arlington	365,860	195,428	365,860
N. Richland Hills	63,780	28,596	63,780
Bedford	46,990	25,063	46,990
Euless	51,500	23,959	51,500
Hurst	37,360	23,380	37,360
Grapevine	46,420	77,453	77,453
Haltom City	42,090	15,212	42,090
Mansfield	57,490	19,818	57,490
Benbrook	21,360	6,327	21,360
Watauga	23,490	4,809	23,490
Keller	40,440	10,285	40,440
Southlake	26,770	20,455	26,770
Colleyville	23,090	8,081	23,090
Forest Hill	12,360	2,323	12,360
White Settlement	16,260	5,489	16,260
Saginaw	20,000	5,135	20,000
Crowley	13,050	3,006	13,050
River Oaks	7,310	1,157	7,310
Everman	6,110	1,165	6,110
Kennedale	6,790	3,257	6,790
Richland Hills	7,800	3,171	7,800
<u>Ellis County</u>			
Ennis	152,580		152,580
Waxahachie			
Midlothian			
Red Oak			
<u>Kaufman County</u>			
Forney	104,600		104,600
Kaufman			
Terrell			
<u>Johnson County</u>			
Burleson	153,060		153,060
Cleburne			
Keene			

**REGIONAL TRANSPORTATION COUNCIL
MEMBER POPULATION AND EMPLOYMENT**

City/County	2012 Population Estimates	Employment	Pop/Emp Maximum
<u>Hood County</u> Granbury	54,300		54,300
<u>Rockwall County</u> Rockwall Royce City Heath	80,270		80,270
<u>Hunt County</u> Greenville Commerce	87,290		87,290
<u>Parker County</u> Weatherford Azle	118,860		118,860
<u>Wise County</u> Bridgeport Decatur	60,130		60,130

From: [Kim Sutter](#)
To: [Story, Jim](#); "[mayor.ward@att.net](#)"; "[dkelly@colleyville.com](#)"; "[mayor@ci.southlake.tx.us](#)"; "[wtate@grapevintexas.gov](#)"; [Mayor](#)
Cc: "[Jodi Brown](#)"; "[csingleton@colleyville.com](#)"; "[Rita Frick](#)"; "[arichardson@ci.southlake.tx.us](#)"; [Wells, Michael](#)
Subject: Representatives for 2012-2013 RTC Board of Directors
Date: Thursday, May 17, 2012 3:20:56 PM

May 17, 2012

On behalf of Mayor Mary Lib Saleh, I am forwarding the e-mail below to each of you.

Thank you.

Kim Sutter
City Secretary
City of Euless
ksutter@eulesstx.gov
817-685-1419

From: Mary Lib Saleh
Sent: Wednesday, May 16, 2012 2:46 PM
To: Kim Sutter
Subject: Please send these e-mails

Mayor Richard Ward
Mayor David Kelly
Mayor John Terrell

Mayor Jim Story
Mayor William Tate

Dear Mayors,

We are in receipt of notice from the Regional Transportation Council of NTCOG regarding our representative for the 2012-2013 RTC Board of Directors.

For the past several years we have been represented by Councilman Bill McClendon of Hurst and before that Councilman Carl Tyson of Euless. Both men attended every meeting and have represented us well. Mike Taylor of Colleyville is the present alternate representative.

It is time to select our candidate for this next year and we also need to send the candidates name in letter form to the NTCOG address in Arlington.

If any of you have a suggestion will you please let us all know so we can agree on the candidate. This needs to be done before June.

Thanks,
Mary Lib

The materials for this item will be made available once the Citizen Board and Commission appointments have been made. Please contact the City Secretary at (817) 952-2104 if you have any questions.



Council Agenda Background

PRESENTER: Mayor and Council
Michael Wells, City Secretary

DATE: 06/12/12

Council Request

ITEM:

Discussion and action regarding the appointment of the Mayor Pro Tem and Board and Commission Liaisons to include discussion regarding the role of the Council liaison.

City Manager Review: _____

DISCUSSION:

Attached is the current listing of all existing Boards and Commissions in which Council Members serve as liaisons. New appointments need to be made for the 2012-2013 Council term.

For the Street Improvement Economic Development Corporation, the terms of office for the Board of Directors are two years per the Articles of Incorporation. The terms of Councilmen Turner and Brown will expire this year.

ATTACHMENTS:

Council Appointments to Boards and Commissions

**CITY OF BEDFORD
MAYOR AND CITY COUNCIL APPOINTMENTS TO
BOARDS, COMMISSIONS, AND COMMITTEES 2012-13**

Mayor Pro-Tem	OPEN	NEW MAYOR PRO-TEM
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BEDFORD BOARD, COMMISSION, AND COMMITTEE LIAISON	CURRENT COUNCIL MEMBER LIAISON	STAFF LIAISON	MEETING DATE	NEW COUNCIL MEMBER LIAISON
Animal Control Board	Jim Griffin	Les Hawkins	Semi-annual	
Animal Shelter Advisory Board	Jim Griffin	Les Hawkins	3x a year	
Beautification Commission	Roy W. Turner	Don Henderson	3 rd Mondays @ 6:30pm	
Building & Standards Commission	N/A	Joey Lankford Tommy Peterson	As called	N/A
Community Affairs Commission	OPEN	David Miller	3 rd Thursday @ 5:30pm	
Cultural Commission	OPEN	Beverly Griffith Mirenda McQuagge-Walden	2x a month	
Ethics Commission	N/A	Cliff Blackwell	1x a year	N/A
Hotel/Motel Association Liaison	OPEN	Wendy Hartnett	Quarterly	
Library Board	Chris Brown	Maria Redburn	3 rd Wednesday @ 7:00pm	
NCTCOG/RTC	OPEN	N/A	Varies	
Parks & Recreation Board	Jim Griffin	Mirenda McQuagge-Walden	1 st Thursday @ 7:00 pm	
Planning & Zoning Commission	N/A	Bill Syblon	2 nd & 4 th Thursdays	N/A
Senior Citizen Advisory Board	OPEN	Virginia Chamblee	Quarterly	
Teen Court Advisory Board	Jim Griffin	Mindy Eichorst	1 st Thursday @ 6:00pm	
Trinity River Authority	OPEN	N/A	As necessary	
Zoning Board of Adjustments	N/A	Russell Hines	3 rd Monday @ 6:00pm	N/A

COMMITTEE, FOUNDATION, AND CORPORATION MEMBERS	CURRENT COUNCIL MEMBER(S)	MEETING DATE	NEW COUNCIL MEMBER(S)
Audit Committee (Mayor and 2 Members required)	Jim Griffin, OPEN , Roy W. Turner	Varies	
Industrial Development Authority	Jim Griffin, OPEN , OPEN	As necessary	
Economic Development Foundation	OPEN	As necessary	
Street Improvement Economic Development Corporation	Chris Brown, Roy W. Turner, OPEN , OPEN	3 rd Tuesday of January & July	
Investment Committee Member	OPEN	Varies	
Health Facilities Development Corporation	Roy W. Turner, Chris Brown, OPEN	As necessary	



Council Agenda Background

PRESENTER: Michael Boyter, Councilmember

DATE: 06/12/12

Council Request

ITEM:

Discussion about reviewing, considering, and acting to remove any "Inactive" members of the various City Boards and Commissions as per City policy.

City Manager Review: _____

DISCUSSION:

Councilmember Boyter requested this item be placed on the agenda.

ATTACHMENTS:

Letter of Request

From: [Michael Boyter](#)
To: [Wells, Michael](#)
Subject: Council Agenda Discussion Item
Date: Wednesday, May 23, 2012 9:40:03 AM

Mr. Wells,

At the next council meeting, I would like for the Council to have a discussion about reviewing, considering, and acting to remove any "Inactive" members of the various City Boards and Commissions as per City policy.

Michael Boyter
Bedford City Council, Place 1