



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER _____

PAGE 1 OF 10

DATE: 12/3/2024

**SUBJECT: CONSIDERATION OF INTERLOCAL AGREEMENT BETWEEN
TARRANT COUNTY AND THE CITY OF BEDFORD RELATED TO THE
BROWN TRAIL RECONSTRUCTION PROJECT - 2021
TRANSPORTATION BOND PROGRAM**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider Interlocal Agreement (ILA) between Tarrant County and the City of Bedford related to the Brown Trail Reconstruction Project - 2021 Transportation Bond Program (TBP), located in Precinct 3.

BACKGROUND

On August 3, 2021, the Commissioners Court, through Court Order #136021, accepted a prioritized list of thirty-three (33) projects recommended by the participating cities and the Court-appointed Project Evaluation Committee (PEC) for funding in the Call for Projects (CFP) category of the 2021 TBP. The Brown Trail Reconstruction project is included in the approved list of projects.

With voter approval of Proposition A on November 2, 2021, and with the Commissioner Court approval of the issuance of bond funds on May 24, 2022, through Court Order #138185, the County is now proceeding with the execution of an ILA with the City of Bedford related to the Brown Trail Reconstruction Project for financial support of up to \$3,727,500.00. This project will be funded through the 2021 TBP, CFP category.

This project limit is from Bedford Road to Pipeline Road. The street reconstruction will convert the two (2) lanes with a continuous left turn lane to two (2) lanes divided with turn lanes at various locations to promote safety, with additional crosswalks and sidewalks to improve mobility for pedestrians. Storm drainage, water and sanitary sewer mains will be replaced and upgraded as well.

This ILA has been reviewed by the Auditor’s Office and approved as to form by the Criminal District Attorney’s Office.

FISCAL IMPACT

The fiscal impact to Tarrant County for the entire project will be \$3,727,500.00 in 2021 TBP funds.

The fiscal impact for FY 2025 will be \$399,375.00 and is available in account 47800-2025 2021 TBP CFP P3 / 6840100000 Transportation / 579061 County Projects.

SUBMITTED BY	Transportation Services	PREPARED BY:	Abbas Rastandeh
		APPROVED BY:	Scott Hall

STATE OF TEXAS § **Interlocal Agreement for**
 § **Brown Trail Reconstruction**
COUNTY OF TARRANT §

This interlocal agreement (ILA) is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and the City of Bedford, hereinafter referred to as CITY, and collectively referred to as the “parties”, for the purpose of providing funding through the Tarrant County 2021 Transportation Bond Program (2021 TBP) to a needed transportation project within the boundaries of both parties which the Commissioners Court of the COUNTY and the governing body of the CITY find serves a public purpose and promotes the public welfare of the citizens of Tarrant County.

The COUNTY and the CITY make the following findings of fact:

1. This ILA is made pursuant to Chapter 791 of the Texas Government Code and the Tarrant County 2021 Transportation Bond Program Policy, as amended;
2. To the extent necessary, the parties will use current revenues to pay obligations in this ILA;
3. The project benefits the public in that it is a needed transportation project;
4. The COUNTY and the CITY each has the legal authority to perform its obligations in this ILA;
5. The division of costs provided in this ILA constitute adequate consideration to each party; and
6. Both parties acknowledge they are each a “governmental entity” and not a “business entity” as those terms are defined in Texas Government Code Section 2252.908, and therefore, no disclosure of interested parties is required.

I.
PROJECT DESCRIPTION

This project, hereinafter referred to as “Project”, will consist of the construction (or reconstruction) of Brown Trail from Bedford Road to Pipeline Road. The street reconstruction will convert the two-lanes with a continuous left turn lane to two-lane divided with turn lanes at various locations to promote safety. Landscaping and urban design may be included to attract new business and encourage economic development. There will be additional crosswalks and sidewalks to improve mobility for pedestrians. Storm drainage, water and sanitary sewer mains will be replaced and upgraded as well.

II.
SCOPE OF SERVICES PROVIDED BY CITY

The services to be provided by the CITY shall include, but are not limited to, the following:

- A. All total project costs including construction, right of way acquisition, utility relocation, engineering, planning, surveying and governmental approval costs (collectively referred to as “Costs”);
- B. Following project completion, the CITY will provide the overall total project cost summary with final cost share between funding partners;
- C. Construction agreement administration, site review, permitting and inspection;
- D. The CITY agrees to facilitate the efficient operations of Project through ongoing transportation system maintenance efforts, including signal timing optimization as applicable.”
- E. Interagency coordination, including CITY notification to the North Central Texas Council of Government (NCTCOG) and the COUNTY of any amendments or modifications to the Metropolitan Planning Organization’s Transportation Improvement Program (TIP);
- F. A detailed quarterly project schedule documenting the percent complete for each major component of the Project shall be provided to the COUNTY;
- G. The CITY will invite the COUNTY to project groundbreaking or ribbon cutting events; and
- H. The CITY will include the following language on all public notices, web pages, and on-site signage related to the project:

“This project is funded by the City of Bedford and the Tarrant County Commissioners Court through the Tarrant County 2021 Transportation Bond Program”

III.
TERM

This ILA shall become effective upon the approval of both parties and shall terminate on September 30, 2027, unless terminated as described in Section XII in this ILA or extended in writing and approved by both parties.

IV.
FISCAL FUNDING ACKNOWLEDGEMENT

Tarrant County bond funds will be encumbered on a fiscal year basis in accordance with the Certification of Available Funds schedule shown herein. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this ILA, then the affected party will immediately notify the other party of such occurrence and this ILA may be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the affected party of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated.

V.
REIMBURSEMENT PROCESS

The COUNTY agrees to reimburse the CITY for 50% of the actual eligible PROJECT costs in an amount not to exceed \$3,727,500.00. Any reimbursement request from the CITY should include: 1) a copy of the invoice or billing for design services, right-of-way acquisition purchase, and construction; and 2) a copy of the check, a certification letter, or other documentation to verify the CITY's proof of payment. The final reimbursement payment to the CITY will be contingent upon the City Manager or Mayor providing written notification to the COUNTY that the project is complete along with identification of final project costs. COUNTY bond funds for the Project are allocated as follows:

County Payment by Phase*

Design:	\$399,375.00
ROW Acquisition:	\$0.00
Construction:	<u>\$3,328,125.00</u>
TOTAL:	\$3,727,500.00

TBP Funding Category: 2021 Call for Projects

** Reimbursement payments will be issued by the COUNTY for eligible expenses incurred during the Fiscal Year for which bond funds are certified by the Tarrant County Auditor.*

The CITY understands that the CITY will be responsible for cost overruns and any other expenses incurred by the CITY in performing the services described herein. The CITY agrees that the COUNTY retains control over when reimbursement payments will be disbursed to the CITY.

VI.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of the CITY, and neither the CITY nor any employee thereof is an agent of the COUNTY. This ILA does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

The COUNTY will have no right to control the manner or means of construction of the CITY's contractor for this PROJECT.

VII.
ASSIGNMENT

Neither party may assign, in whole nor in part, any interest it may have in this ILA without the prior written consent of the other party.

VIII.
THIRD PARTY BENEFICIARY EXCLUDED

No person other than a party to this ILA may bring a cause of action pursuant to this ILA as a third-party beneficiary. This ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this ILA to the extent such party may have immunity under Texas law.

IX.
AUDIT OF RECORDS

The CITY's records regarding this PROJECT shall be subject to audit by the COUNTY during the term of this ILA and for five years after the completion of the PROJECT.

X.
ENTIRE AGREEMENT

This ILA represents the entire understanding of and between the parties and superseded all prior representations. This ILA may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

XI.
VENUE

This ILA shall be governed by the laws of the State of Texas and venue for any action under this ILA shall be in the district courts of Tarrant County, Texas.

XII.
TERMINATION

Until funded by the COUNTY as described in Section V, this ILA may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Such notice shall be deemed given when personally delivered or mailed by certified or registered mail (with return-receipt and postage prepaid) and addressed to:

COUNTY:
County Administrator
Tarrant County
100 E. Weatherford Street, Ste. 404
Fort Worth, Texas 76196

CITY:
City Manager
City of Bedford
2000 Forest Ridge Drive
Bedford, TX 76021

XIII.
SOVEREIGN POWERS

The COUNTY and the CITY agree and understand neither Party waives or surrenders any of its governmental powers by execution of this ILA.

XIV.
COMPLIANCE WITH LAWS

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

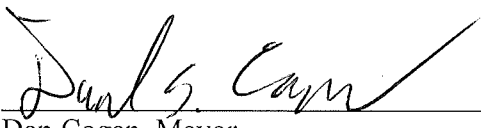
APPROVED on this day the ____ day of _____, 2024, by Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY, TEXAS

CITY OF BEDFORD

Tim O'Hare, County Judge




Dan Cogan, Mayor

APPROVED AS TO FORM:

Criminal District Attorney's Office*



City Attorney



City Secretary (If applicable)

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

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF:

\$ _____ *as follows:*

Fiscal year ending September 30, 2025: \$399,375.00 2021 TBP Call for Projects, Pct 3

Auditor's Office

RESOLUTION NO. 2024-106

A RESOLUTION AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO AN INTERLOCAL AGREEMENT WITH TARRANT COUNTY FOR THE PURPOSE OF PROVIDING FUNDING TO THE CITY FROM THE TARRANT COUNTY 2021 TRANSPORTATION BOND PROGRAM FOR RECONSTRUCTION OF BROWN TRAIL FROM BEDFORD ROAD TO PIPELINE ROAD.

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

WHEREAS, the City Council of Bedford, Texas has determined that an interlocal agreement between the City of Bedford and Tarrant County for street improvements on Brown Trail from Bedford Road to Pipeline Road, is necessary to provide a safe and friendly community environment; and,

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

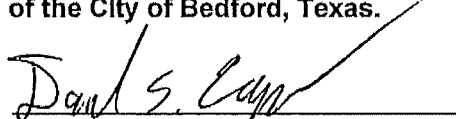
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS, THAT:

SECTION 1. The findings above are found to be true and correct and are incorporated herein.

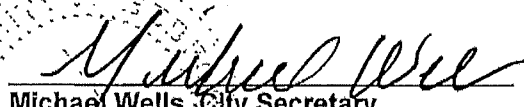
SECTION 2. The City Council hereby authorizes the City Manager or her designee to enter an Interlocal agreement with Tarrant County for the reconstruction of Brown Trail from Bedford Road to Pipeline Road.

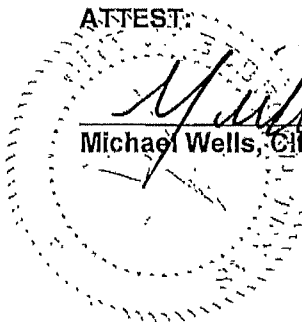
SECTION 3. This Interlocal agreement will automatically terminate on either September 30, 2027, unless terminated as described in the ILA or extended in writing and approved by both parties.

PRESENTED AND PASSED this 22nd day of October 2024, by a vote of 7 ayes, 0 nays and 0 abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.


Daniel S. Cogan, Mayor

ATTEST:


Michael Wells, City Secretary



2021 Tarrant County Bond Program

Project Fact Sheet

City of Bedford
Brown Trail South

Program Objectives <input checked="" type="checkbox"/> Congestion Mitigation / Air Quality <input checked="" type="checkbox"/> Safety Enhancement <input checked="" type="checkbox"/> Strategically Significant (Proximity to Schools, Economic Development, etc.) <input checked="" type="checkbox"/> Connectivity (New Roadway or Connection to Another City) <input type="checkbox"/> Shovel Ready (Construction Start in 2022)	Project No. 18
	Project Type: Arterial
	From: Deuce Drive
	To: South City Limits
	Length (ft): 5,280
	PRIORITY RANKING : TBD
	Map No. C-8

Existing Conditions:
3 lane/5 lane, undivided roadway

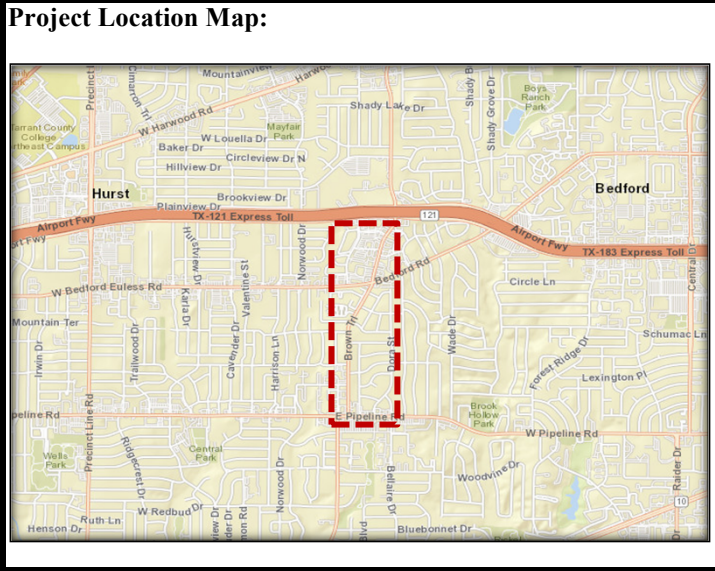
Proposed Conditions:
4 lane, divided roadway with turn lanes at various locations

- Key Benefits:**
- 1.) Beautification could attract/retain businesses and encourage economic development
 - 2.) Addition of medians would increase safety for turning movements
 - 3.) Connects to City of Hurst
 - 4.) Provides direct connection to SH 183/121

- Project Scope:**
- Mill and Overlay
 - Reconstruction
 - Reconstruction & Widening
 - New Roadway Extension
 - Drainage Study
 - New Drainage System
 - Intersection Improvements (Including Traffic Signals)
 - Water and/or Sewer Improvements
 - Other: Sidewalk/trail improvements
 - Other: Curb/gutter and storm sewer system

Project Schedule:

	<u>Date</u>
Design	Jan-21
ROW acquisition	Jan-22
Utility Relocation	Jan-22
Construction (Start)	Jan-24
Construction (End)	Jan-25
Timeline to Construction (Years):	2.0



Financial Data:

Eligible Cost	
Right-of-Way Cost	-
Design Services	\$ 798,750.00
Construction	\$ 5,325,000.00
Contingency	\$ 1,331,250.00
Total Cost	\$ 7,455,000.00
Lead Agency Share	\$ 3,727,500.00
Tarrant County Share	\$ 3,727,500.00
Ineligible Cost	
Work Prior to Nov. 2021	-
Other (Landscaping)	-
Management/Inspection/Testing	-
Inflation	\$ 664,900.00
Total Cost	\$ 664,900.00

CO# 144432



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER _____
PAGE 1 OF 10
DATE: 12/3/2024

**SUBJECT: CONSIDERATION OF INTERLOCAL AGREEMENT BETWEEN
TARRANT COUNTY AND THE CITY OF BEDFORD RELATED TO THE
BROWN TRAIL RECONSTRUCTION PROJECT - 2021
TRANSPORTATION BOND PROGRAM**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider Interlocal Agreement (ILA) between Tarrant County and the City of Bedford related to the Brown Trail Reconstruction Project - 2021 Transportation Bond Program (TBP), located in Precinct 3.

BACKGROUND

On August 3, 2021, the Commissioners Court, through Court Order #136021, accepted a prioritized list of thirty-three (33) projects recommended by the participating cities and the Court-appointed Project Evaluation Committee (PEC) for funding in the Call for Projects (CFP) category of the 2021 TBP. The Brown Trail Reconstruction project is included in the approved list of projects.

With voter approval of Proposition A on November 2, 2021, and with the Commissioner Court approval of the issuance of bond funds on May 24, 2022, through Court Order #138185, the County is now proceeding with the execution of an ILA with the City of Bedford related to the Brown Trail Reconstruction Project for financial support of up to \$3,727,500.00. This project will be funded through the 2021 TBP, CFP category.

This project limit is from Bedford Road to Pipeline Road. The street reconstruction will convert the two (2) lanes with a continuous left turn lane to two (2) lanes divided with turn lanes at various locations to promote safety, with additional crosswalks and sidewalks to improve mobility for pedestrians. Storm drainage, water and sanitary sewer mains will be replaced and upgraded as well.

This ILA has been reviewed by the Auditor's Office and approved as to form by the Criminal District Attorney's Office.

FISCAL IMPACT

The fiscal impact to Tarrant County for the entire project will be \$3,727,500.00 in 2021 TBP funds.

The fiscal impact for FY 2025 will be \$399,375.00 and is available in account 47800-2025 2021 TBP CFP P3 / 6840100000 Transportation / 579061 County Projects.

SUBMITTED BY	Transportation Services	PREPARED BY:	Abbas Rastandeh
		APPROVED BY:	Scott Hall

STATE OF TEXAS § Interlocal Agreement for
 § Brown Trail Reconstruction
COUNTY OF TARRANT §

This interlocal agreement (ILA) is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and the City of Bedford, hereinafter referred to as CITY, and collectively referred to as the “parties”, for the purpose of providing funding through the Tarrant County 2021 Transportation Bond Program (2021 TBP) to a needed transportation project within the boundaries of both parties which the Commissioners Court of the COUNTY and the governing body of the CITY find serves a public purpose and promotes the public welfare of the citizens of Tarrant County.

The COUNTY and the CITY make the following findings of fact:

1. This ILA is made pursuant to Chapter 791 of the Texas Government Code and the Tarrant County 2021 Transportation Bond Program Policy, as amended;
2. To the extent necessary, the parties will use current revenues to pay obligations in this ILA;
3. The project benefits the public in that it is a needed transportation project;
4. The COUNTY and the CITY each has the legal authority to perform its obligations in this ILA;
5. The division of costs provided in this ILA constitute adequate consideration to each party; and
6. Both parties acknowledge they are each a “governmental entity” and not a “business entity” as those terms are defined in Texas Government Code Section 2252.908, and therefore, no disclosure of interested parties is required.

I.
PROJECT DESCRIPTION

This project, hereinafter referred to as “Project”, will consist of the construction (or reconstruction) of Brown Trail from Bedford Road to Pipeline Road. The street reconstruction will convert the two-lanes with a continuous left turn lane to two-lane divided with turn lanes at various locations to promote safety. Landscaping and urban design may be included to attract new business and encourage economic development. There will be additional crosswalks and sidewalks to improve mobility for pedestrians. Storm drainage, water and sanitary sewer mains will be replaced and upgraded as well.

II.
SCOPE OF SERVICES PROVIDED BY CITY

The services to be provided by the CITY shall include, but are not limited to, the following:

- A. All total project costs including construction, right of way acquisition, utility relocation, engineering, planning, surveying and governmental approval costs (collectively referred to as "Costs");
- B. Following project completion, the CITY will provide the overall total project cost summary with final cost share between funding partners;
- C. Construction agreement administration, site review, permitting and inspection;
- D. The CITY agrees to facilitate the efficient operations of Project through ongoing transportation system maintenance efforts, including signal timing optimization as applicable."
- E. Interagency coordination, including CITY notification to the North Central Texas Council of Government (NCTCOG) and the COUNTY of any amendments or modifications to the Metropolitan Planning Organization's Transportation Improvement Program (TIP);
- F. A detailed quarterly project schedule documenting the percent complete for each major component of the Project shall be provided to the COUNTY;
- G. The CITY will invite the COUNTY to project groundbreaking or ribbon cutting events; and
- H. The CITY will include the following language on all public notices, web pages, and on-site signage related to the project:

"This project is funded by the City of Bedford and the Tarrant County Commissioners Court through the Tarrant County 2021 Transportation Bond Program"

III. TERM

This ILA shall become effective upon the approval of both parties and shall terminate on September 30, 2027, unless terminated as described in Section XII in this ILA or extended in writing and approved by both parties.

IV. FISCAL FUNDING ACKNOWLEDGEMENT

Tarrant County bond funds will be encumbered on a fiscal year basis in accordance with the Certification of Available Funds schedule shown herein. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this ILA, then the affected party will immediately notify the other party of such occurrence and this ILA may be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the affected party of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated.

V.
REIMBURSEMENT PROCESS

The COUNTY agrees to reimburse the CITY for 50% of the actual eligible PROJECT costs in an amount not to exceed \$3,727,500.00. Any reimbursement request from the CITY should include: 1) a copy of the invoice or billing for design services, right-of-way acquisition purchase, and construction; and 2) a copy of the check, a certification letter, or other documentation to verify the CITY's proof of payment. The final reimbursement payment to the CITY will be contingent upon the City Manager or Mayor providing written notification to the COUNTY that the project is complete along with identification of final project costs. COUNTY bond funds for the Project are allocated as follows:

County Payment by Phase*

Design:	\$399,375.00
ROW Acquisition:	\$0.00
Construction:	<u>\$3,328,125.00</u>
TOTAL:	\$3,727,500.00

TBP Funding Category: 2021 Call for Projects

** Reimbursement payments will be issued by the COUNTY for eligible expenses incurred during the Fiscal Year for which bond funds are certified by the Tarrant County Auditor.*

The CITY understands that the CITY will be responsible for cost overruns and any other expenses incurred by the CITY in performing the services described herein. The CITY agrees that the COUNTY retains control over when reimbursement payments will be disbursed to the CITY.

VI.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of the CITY, and neither the CITY nor any employee thereof is an agent of the COUNTY. This ILA does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

The COUNTY will have no right to control the manner or means of construction of the CITY's contractor for this PROJECT.

VII.
ASSIGNMENT

Neither party may assign, in whole nor in part, any interest it may have in this ILA without the prior written consent of the other party.

VIII.
THIRD PARTY BENEFICIARY EXCLUDED

No person other than a party to this ILA may bring a cause of action pursuant to this ILA as a third-party beneficiary. This ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this ILA to the extent such party may have immunity under Texas law.

IX.
AUDIT OF RECORDS

The CITY's records regarding this PROJECT shall be subject to audit by the COUNTY during the term of this ILA and for five years after the completion of the PROJECT.

X.
ENTIRE AGREEMENT

This ILA represents the entire understanding of and between the parties and superseded all prior representations. This ILA may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

XI.
VENUE

This ILA shall be governed by the laws of the State of Texas and venue for any action under this ILA shall be in the district courts of Tarrant County, Texas.

XII.
TERMINATION

Until funded by the COUNTY as described in Section V, this ILA may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Such notice shall be deemed given when personally delivered or mailed by certified or registered mail (with return-receipt and postage prepaid) and addressed to:

COUNTY:
County Administrator
Tarrant County
100 E. Weatherford Street, Ste. 404
Fort Worth, Texas 76196

CITY:
City Manager
City of Bedford
2000 Forest Ridge Drive
Bedford, TX 76021

XIII.
SOVEREIGN POWERS

The COUNTY and the CITY agree and understand neither Party waives or surrenders any of its governmental powers by execution of this ILA.

XIV.
COMPLIANCE WITH LAWS

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

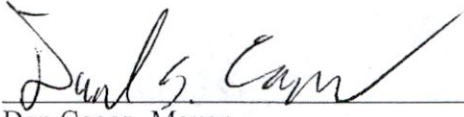
APPROVED on this day the _____ day of _____, 2024, by Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY, TEXAS

CITY OF BEDFORD

Tim O'Hare, County Judge



Dan Cogan, Mayor


APPROVED AS TO FORM:



Criminal District Attorney's Office*



Bryn Meredith
City Attorney



Michael Wells
City Secretary (If applicable)

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

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF:

\$ 399,375.00 as follows:

Fiscal year ending September 30, 2025: \$399,375.00 ²⁰²¹ TBP Call for Projects, Pct 3

Kimberly M. Buchanan

Auditor's Office

RESOLUTION NO. 2024-106

A RESOLUTION AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO AN INTERLOCAL AGREEMENT WITH TARRANT COUNTY FOR THE PURPOSE OF PROVIDING FUNDING TO THE CITY FROM THE TARRANT COUNTY 2021 TRANSPORTATION BOND PROGRAM FOR RECONSTRUCTION OF BROWN TRAIL FROM BEDFORD ROAD TO PIPELINE ROAD.

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

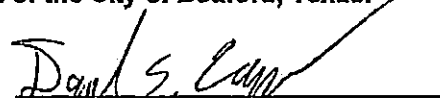
WHEREAS, the City Council of Bedford, Texas has determined that an interlocal agreement between the City of Bedford and Tarrant County for street improvements on Brown Trail from Bedford Road to Pipeline Road, is necessary to provide a safe and friendly community environment; and,

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

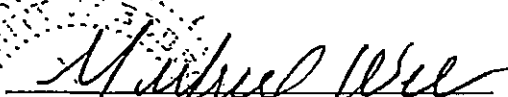
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS, THAT:

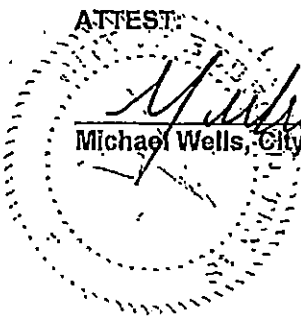
- SECTION 1. The findings above are found to be true and correct and are incorporated herein.
- SECTION 2. The City Council hereby authorizes the City Manager or her designee to enter an Interlocal agreement with Tarrant County for the reconstruction of Brown Trail from Bedford Road to Pipeline Road.
- SECTION 3. This Interlocal agreement will automatically terminate on either September 30, 2027, unless terminated as described in the ILA or extended in writing and approved by both parties.

PRESENTED AND PASSED this 22nd day of October 2024, by a vote of 7 ayes, 0 nays and 0 abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.


Daniel S. Cogan, Mayor

ATTEST:


Michael Wells, City Secretary



2021 Tarrant County Bond Program

Project Fact Sheet

City of Bedford
Brown Trail South

<p>Program Objectives</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Congestion Mitigation / Air Quality <input checked="" type="checkbox"/> Safety Enhancement <input checked="" type="checkbox"/> Strategically Significant (Proximity to Schools, Economic Development, etc.) <input checked="" type="checkbox"/> Connectivity (New Roadway or Connection to Another City) <input type="checkbox"/> Shovel Ready (Construction Start in 2022) 	<p style="text-align: right;">Project No. 18</p> <p>Project Type: Arterial From: Deuce Drive To: South City Limits Length (ft): 5,280 PRIORITY RANKING : TBD Map No. C-8</p>
--	--

Existing Conditions:
3 lane/5 lane, undivided roadway

Proposed Conditions:
4 lane, divided roadway with turn lanes at various locations

- Key Benefits:**
- 1.) Beautification could attract/retain businesses and encourage economic development
 - 2.) Addition of medians would increase safety for turning movements
 - 3.) Connects to City of Hurst
 - 4.) Provides direct connection to SH 183/121

- Project Scope:**
- Mill and Overlay
 - Reconstruction
 - Reconstruction & Widening
 - New Roadway Extension
 - Drainage Study
 - New Drainage System
 - Intersection Improvements (Including Traffic Signals)
 - Water and/or Sewer Improvements
 - Other: Sidewalk/trail improvements
 - Other: Curb/gutter and storm sewer system

Project Schedule:

	<u>Date</u>
Design	Jan-21
ROW acquisition	Jan-22
Utility Relocation	Jan-22
Construction (Start)	Jan-24
Construction (End)	Jan-25
Timeline to Construction (Years): 2.0	



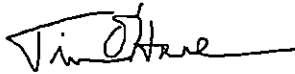
Financial Data:

Eligible Cost	
Right-of-Way Cost	-
Design Services	\$ 798,750.00
Construction	\$ 5,325,000.00
Contingency	\$ 1,331,250.00
Total Cost	\$ 7,455,000.00
Lead Agency Share	\$ 3,727,500.00
Tarrant County Share	\$ 3,727,500.00
Ineligible Cost	
Work Prior to Nov. 2021	-
Other (Landscaping)	-
Management/Inspection/Testing	-
Inflation	\$ 664,900.00
Total Cost	\$ 664,900.00

Consideration of Interlocal Agreement between Tarrant County and the City of Bedford Related to the Brown Trail Reconstruction Project - 2021 Transportation Bond Program

SIGNED AND EXECUTED this 6 day of December, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare
County Judge
12/6/2024