

## VIA TELEPHONE CONFERENCE

**NOTICE IS HEREBY GIVEN** in accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of Benbrook will conduct its Regular Meeting scheduled for **7:15 p.m.** on **Thursday April 2, 2020**, in the City Council Chambers, 911 Winscott Road, Benbrook, Texas by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19). **There will be no public access to the location described above.**

*For this meeting, the presiding officer will be physically present at the location described above. However, one or all other members of the City Council may participate in this meeting remotely through telephone conference providing for two-way audio communication for each member of the City Council.*

This Notice and Meeting Agenda, and the Agenda Packet, are posted online at <http://www.benbrook-tx.gov/AgendaCenter>.

The public toll-free dial-in number to participate in the telephonic meeting is: **817-443-6248.**

The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. This meeting will be recorded, and the recording will be available to the public in accordance with the Open Meetings Act upon written request.

**AGENDA  
BENBROOK CITY COUNCIL  
THURSDAY, APRIL 2, 2020  
911 WINSCOTT ROAD, BENBROOK, TEXAS  
PRE-COUNCIL WORKSESSION 7:15 P.M.  
CENTRAL CONFERENCE ROOM**

<!--[if !supportLists]-->1. <!--[endif]-->Review and discuss agenda items for regular meeting.

**REGULAR MEETING 7:30 P.M.  
COUNCIL CHAMBERS**

**ALL AGENDA ITEMS ARE SUBJECT TO FINAL ACTION**

- I. CALL TO ORDER
- II. INVOCATION
  - PLEDGE OF ALLEGIANCE
- III. CITIZEN COMMENTS ON ANY AGENDA ITEM
- IV. MINUTES
  1. Approve Minutes Of The Regular Meeting Held March 19, 2020
    - Documents:
      - [CC MINUTES-03-19-20.PDF](#)
- V. PROCLAMATIONS/AWARDS/RECOGNITION
  1. Proclamation – Child Abuse Prevention Month – Alliance For Children
- VI. REPORTS FROM CITY MANAGER

## A. GENERAL

G-2461 Approve Opticom Agreement With The Texas Department Of Transportation

Documents:

[G-2461 APPROVE OPTICOM AGREEMENT.PDF](#)

[G-2461 AGREEMENT BENBROOK OPTICOM MAINTENANCE .PDF](#)

## VII. INFORMAL CITIZEN COMMENTS

State Law prohibits any deliberation of or decisions regarding items presented in informal citizen comments. City Council may only make a statement of specific information given in response to the inquiry; recite an existing policy; or request staff place the item on an agenda for a subsequent meeting. The exception to informal comments is that once an election date has been set by City Council comments relative to elections will not be broadcast on the City's cable channel. However, a copy of the tape containing citizens' comments will be available at city hall for review or purchase by interested citizens

## VIII. COUNCIL MEMBER AND STAFF COMMENTS

Announcements from City Councilmembers and City Staff may be made for items to include: expression of thanks; congratulations; condolence; recognition of public officials, employees or citizens; information regarding holiday schedules; reminders of community events or announcements involving an imminent threat to the public health and safety of the municipality that has arisen after the posing of the agenda. No discussion or formal action may be taken on these items at this meeting.

## IX. ADJOURNMENT



**MINUTES  
OF THE  
MEETING OF THE  
BENBROOK CITY COUNCIL  
THURSDAY, MARCH 19, 2020**

The regular meeting of the Benbrook City Council was held on March 19, 2020 at 7:30 p.m. in the Council Chambers with the following Council members present:

Jerry Dittrich, Mayor  
Renee Franklin  
Larry Marshall  
Dustin Phillips  
Jim Wilson  
Laura Mackey  
Jason Ward

Also Present:

Jim Hinderaker, Assistant City Manager  
Joanna King, City Secretary  
Rick Overgaard, Finance Director  
Bennett Howell, Public Services Director  
Beth Fischer, Deputy City Secretary

Citizens Present:

Bill Smith

**I. CALL TO ORDER**

Meeting called to order at 7:30 p. m. by Mayor Jerry Dittrich.

**II. INVOCATION/PLEDGE OF ALLEGIANCE**

Invocation given by Mayor Pro-Tem Larry Marshall  
The Pledge of Allegiance was recited.

**III. CITIZEN COMMENTS ON ANY AGENDA ITEM**

**IV. MINUTES**

**1. Minutes of the regular meeting held February 20, 2020**

Motion by Dr. Marshall, seconded by Ms. Mackey to approve the minutes of the regular meeting held February 20, 2020.

Vote on the Motion:

Ayes: Ms. Franklin, Dr. Marshall, Mr. Phillips, Mayor Dittrich, Mr. Wilson, Ms. Mackey, Mr. Ward

Noes: None

Motion carried unanimously.

**V. PRESENTATION BY MAYOR AND MEMBERS OF CITY COUNCIL**

**CC-2020-05 Resolution supporting 2020 Census**

Motion by Mr. Phillips, seconded by Mr. Ward to adopt Resolution No. 2020-01 supporting the participation in the 2020 Census.

Vote on the Motion:

Ayes: Dr. Marshall, Mr. Phillips, Mayor Dittrich, Mr. Wilson, Ms. Mackey, Mr. Ward, Ms. Franklin

Noes: None

Motion carried unanimously.

Resolution No. 2020-01 being **“A RESOLUTION OF THE CITY OF BENBROOK, TEXAS TO SUPPORT PARTICIPATION IN THE 2020 CENSUS.”**

**CC-2020-06 Extension of Official Order signed on March 16, 2020 by the Mayor of Benbrook, Texas under Texas Government Code Section 418.108 declaring a local disaster due to the virus that causes 2019 Coronavirus disease (COVID-19) – Addendum to Agenda**

Councilmember Jim Wilson read the following Resolution:

**A RESOLUTION OF THE CITY OF BENBROOK, TEXAS, PROCLAIMING THE CONTINUED AUTHORIZATION OF DECLARATION OF LOCAL DISASTER**

**WHEREAS**, on March 16, 2020, pursuant to powers authorized by Section 418.108(a) of the Texas Government Code, Jerry B. Dittrich, Mayor of the City of Benbrook, in response to the public health emergency posed by COVID-19, signed a Declaration of Local Disaster; and

**WHEREAS**, said Declaration of Local Disaster was determined necessary to combat the imminent threat of disaster, thus requiring extraordinary measures to be taken to prevent and alleviate the suffering of people exposed to and those infected with the virus, as well as those who could be infected or impacted by COVID-19, and to protect or rehabilitate property; and

**WHEREAS**, on March 19, 2020, Jerry B. Dittrich, Mayor of City of Benbrook, signed the First Amended Declaration of Local Disaster, stipulating said declaration adopted all existing and subsequent Declarations of Disaster or similar orders as may be applicable, as issued by Tarrant County, the State of Texas, and the United States of America; and

**WHEREAS**, in accordance with Section 418.108(b) of the Texas Government Code, a declaration of local disaster may not be continued or renewed for a period of more than seven days, except with the consent of the governing body of the political subdivision or the joint board, as provided by Subsection (e) of said Code, as applicable; and

**WHEREAS**, the duly elected members of the Benbrook City Council find that the public health emergency posed by COVID-19 continues and is becoming more widespread.

**NOW THEREFORE, BE IT RESOLVED**, that the Benbrook City Council does hereby order and proclaim that the First Amended Declaration of Local Disaster signed by Jerry B. Dittrich, Mayor of the City of Benbrook, on March 19, 2020, remain in effect as allowed by law, or until such time as may be terminated by future action of this Body.

Motion by Mr. Wilson, seconded by Ms. Franklin to adopt Resolution 2020-04.

Vote on the Motion:

Ayes: Mr. Phillips, Mayor Dittrich, Mr. Wilson, Ms. Mackey, Mr. Ward, Ms. Franklin, Dr. Marshall

Noes: None

Motion carried unanimously.

Resolution 2020-04 being **“A RESOLUTION OF THE CITY OF BENBROOK, TEXAS, PROCLAIMING THE CONTINUED AUTHORIZATION OF DECLARATION OF LOCAL DISASTER.”**

**VI. PRESENTATION BY PLANNING AND ZONING COMMISSION**

**PZ-2020-02 ZTA-20-01**

**Adopt Ordinance updating the Benbrook Comprehensive Plan**

Jim Hinderaker gave the following report: In April 2018, City Council established the Benbrook Blvd. Corridor Overlay District. The zoning overlay restricted commercial land uses deemed incompatible with desired new development and redevelopment.

Unfortunately, during the 86<sup>th</sup> Texas State Legislative Session, the legislature passed HB 2439 effectively removing municipal authority to regulate exterior building materials and aesthetic methods, directly or indirectly. Because the city’s architectural and aesthetic standards are no longer enforceable, staff recommends added minor auto service/repair to the list of prohibited uses within the Benbrook Boulevard Corridor Overlay District. This would include automatic car wash or car detailing.

Existing legal conforming land uses that are no longer legal conforming following adoption of the proposed ordinance will become legal non-conforming uses.

Mayor Dittrich opened the public hearing at 7:47 p.m.

No one spoke to the item.

Mayor Dittrich closed the public hearing at 7:48 p.m.

Motion by Mr. Wilson, seconded by Dr. Marshall to adopt Ordinance No. 1456 amending Title 17 of the Benbrook Municipal Code.

Vote on the Motion:

Ayes: Mayor Dittrich, Mr. Wilson, Ms. Mackey, Mr. Ward, Ms. Franklin, Dr. Marshall, Mr. Phillips

Noes: None

Motion carried unanimously.

Ordinance No. 1456 being **“AN ORDINANCE OF THE CITY OF BENBROOK, TEXAS, AMENDING TITLE 17 – ZONING OF THE BENBROOK MUNICIPAL CODE, AS**

**AMENDED, BY AMENDING CHAPTER 17.79 – BENBROOK BOULEVARD CORRIDOR OVERLAY DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE. “**

**SECTION 6  
PENALTY CLAUSE**

Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for all violations involving zoning, fire safety, or public health and sanitation, including dumping of refuse, and shall be fined not more than Five Hundred Dollars (\$500.00) for all other violations of this Ordinance. Each day that a violation is permitted to exist shall constitute a separate offense.

**SECTION 11  
EFFECTIVE DATE**

This ordinance shall be in full force and effect from and after its passage and publication as required by law.

**VII. REPORTS FROM CITY MANAGER**

**A. GENERAL**

**G-2457 Adopt Resolution authorizing participation in Texas Coalition for Affordable Power (TCAP) Strategic Hedging Program (SHP)**

Rick Overgaard gave the following report: The City of Benbrook is a member of the Texas Coalition for Affordable Power, Inc. (TCAP), a nonprofit, political subdivision corporation, owned and controlled by its 171 political subdivision members, the vast majority of whom are cities. TCAP was formed in 2011 and is governed by a 15-member board of directors, all of whom must be city employees or elected city officials.

In addition to assisting with regulatory issues, TCAP negotiates the purchase of wholesale electricity on behalf of its member political subdivisions. The collective (and significant) electricity consumption of the coalition leverages superior pricing compared to individual political subdivisions seeking market pricing on their own.

The TCAP Board and its consultants have developed a new procurement strategy known as the Strategic Hedging Program (SHP). Under the program, TCAP will purchase power two years in advance of delivery on behalf of its members via a series of monthly competitive auctions. This creates greater

flexibility and optionality in addressing market volatility and lower prices. SHP should eliminate risk premiums associated with multi-year power contracts, and therefore, result in prices that are never “out-of-market.” Also, SHP allows the opportunity on an annual basis to switch to a fixed-price, fixed-term agreement like the current contract. Power purchases will commence next January 2021 for consumption to begin January 2023.

Even though TCAP will go out to the wholesale market for energy purchases, Texas Law requires that TCAP use a retail electric provider (REP) for billing services. Gexa Energy was chosen by the TCAP Board through an RFP process for that function. Gexa Energy has no role in the wholesale energy procurement process.

City Council must adopt a resolution that authorizes participation in TCAP’s future procurement process. The resolution authorizes the City Manager to sign two agreements necessary for participation in SHP. The first is a Professional Services Agreement (“PSA”) which authorizes TCAP to purchase power for TCAP members and defines services provided by TCAP to members. The second is a Commercial Electric Services Agreement (“CESA”) that facilitates the SHP relationship between TCAP members and TCAP’s designated Retail Electric Provider (“REP”).

Motion by Ms. Franklin, seconded by Mr. Ward to adopt Resolution No. 2020-02 authorizing participation in the Strategic Hedging Program by entering into Texas Coalition for Affordable Power Professional Services Agreement and GEXA Energy’s Commercial Electric Services Agreement for power to be provided on and after January 1, 2023.

Vote on the Motion:

Ayes: Mr. Wilson, Ms. Mackey, Mr. Ward, Ms. Franklin, Dr. Marshall, Mr. Phillips, Mayor Dittrich

Noes: None

Motion carried unanimously.

Resolution No. 2020-02 being **“RESOLUTION OF THE CITY OF BENBROOK, TEXAS ADOPTING TCAP’S PROFESSIONAL SERVICES AGREEMENT AND GEXA ENERGY’S COMMERCIAL ELECTRIC SERVICE AGREEMENT FOR POWER TO BE PROVIDED ON AND AFTER JANUARY 1, 2023”**

**G-2458      Accept finance report for period ending February 29, 2020**

Rick Overgaard gave the following report: General Fund revenues for the month of February were \$2,297,400. Major revenues collected for the month include Property taxes of \$1,577,772, Franchise taxes of \$171,174, Fines and Forfeitures of \$84,574, Charges for Services of \$65,576, and Other Agencies of \$115,513. Sales tax collected and recognized as revenue in February was \$241,710. Fiscal year to date sales tax is 16.09% greater than last year at this time. General Fund revenues collected through the end of February were \$15,147,249 and 71.9% of the budget.

General Fund expenditures for the month of February were \$1,394,559. Fiscal year to date expenditures were \$8,438,871 and 40.1% of the adopted budget.

Total General Fund revenues of \$15,147,249 were greater than General Fund expenditures of \$8,438,871 by \$6,708,378.

Debt Service revenues for the month of February totaled \$55,413 and were all from property tax. Fiscal year to date revenues total \$1,526,252. There were no expenditures in February. The next debt services payments will be made the end of July. Total revenues of \$1,526,252 exceeded total expenditures of \$1,497,770 by \$28,482.

EDC revenues as of February 29, 2020, were \$729,327. EDC expenditures through the end of February were \$530,431. Total revenues exceeded total expenditures by \$198,896.

Total revenues received through February 29, 2020 were \$1,424,374 from stormwater utility fees, mineral lease revenue, and interest earnings. Total expenditures for the Capital Projects Fund were \$2,100,577 through the end of February. February expenditures included the following projects: Van Deman Road Drainage, Two Way Conversion, and Clearfork Emergency Access Bridge. Total expenditures exceeded total revenues by \$676,203. Sufficient funds are available in the current fund balances of the Capital Projects Fund. This fund operates on a project basis rather than a specific fiscal year.

On February 29, 2020, the City had \$22,503,137 invested at varying interest rates; the EDC had \$4,750,735 available.

Motion by Dr. Marshall, seconded by Ms. Franklin to accept the finance report for the period ending February 29, 2020.

Vote on the Motion:

Ayes: Ms. Mackey, Mr. Ward, Ms. Franklin, Dr. Marshall, Mr. Phillips, Mayor Dittrich, Mr. Wilson

Noes: None

Motion carried unanimously.

**G-2459      Accept Comprehensive Annual Finance Report for fiscal year ended September 30, 2019**

Rick Overgaard gave the following report: An independent audit of the City's accounts and records has been made by the certified public accounting firm of Weaver & Tidwell L.L.P. for the fiscal year ending September 30, 2019.

The audited financial statements or Comprehensive Annual Financial Report (CAFR) includes the auditor's unmodified or "clean" opinion.

Financial Statements include:

- Government-wide statements – provide a broad long-term overview of the City's finances.
- Governmental fund statements – focuses on current sources and uses of spendable resources
- Notes – provide additional information to understanding the government-wide and governmental fund statements
- Required supplementary information

Financial Highlights include:

- The General Fund ending fund balance at September 30, 2019 was \$8,001,014 and \$356,642 greater than budgeted.
- General Fund expenditures were less than the original budget of \$29,334,179 by \$816,467 or 4.2%. The Public Safety Departments, who make up over half of the City's budget, accounted for nearly 52.5% of the savings, with Public Services 38.7% of the savings. The remaining savings resulted from a combined effort of nearly every department spending less than the budget allocations.
- At the end of the fiscal year, the City's governmental funds had a total fund balance of \$21,918,766.
- Net position increased \$2,657,774 during fiscal year 2018-2019 to a healthy \$64,773,873 at September 30, 2019.

Motion by Ms. Franklin, seconded by Mr. Phillips to accept the Comprehensive Annual Finance Report (CAFR) for the fiscal year ending September 30, 2019.

Vote on the Motion:

Ayes: Mr. Ward, Ms. Franklin, Dr. Marshall, Mr. Phillips, Mayor Dittrich, Mr. Wilson, Ms. Mackey

Noes: None

Motion carried unanimously.

**G-2460      Adopt Resolution to participate in Tarrant County 2020 HOME program**

Bennett Howell gave the following report: The Department of Housing and Urban Development (HUD) appropriates funds to entitlement communities through the HOME Investment Partnership Block Grant (HOME) program. Tarrant County receives and administers the HOME funds on behalf of participating cities. The funds are targeted to benefit low-to-moderate income persons by providing rehabilitation for homeowner occupied, single-family dwellings. The rehabilitation program is managed by the Tarrant County Community Development (TCCD) office and individual residents work directly with TCCD.

HUD requires communities to provide a 30% match for all HOME expenditures. Benbrook is required to submit a letter and City Council resolution affirming the match as part of the application.

The maximum amount that can be spent on one house is \$ 24,000 and Benbrook's match is 7,200.

Benbrook is requesting HOME funding of \$50,000 with a City match of \$15,000. The City match was approved in the FY 2019/20 budget.

Motion by Dr. Marshall, seconded by Ms. Mackey adopt Resolution No. 2020-03 to participate in Tarrant County's 2020 HOME program.

Vote on the Motion:

Ayes: Ms. Franklin, Dr. Marshall, Mr. Phillips, Mayor Dittrich, Mr. Wilson, Ms. Mackey, Mr. Ward

Noes: None

Motion carried unanimously.

Resolution No. 2020-03 being **“A RESOLUTION AUTHORIZING PARTICIPATION IN TARRANT COUNTY’S HOME INVESTMENT PARTNERSHIP PROGRAM; AND AGREEING TO MEET ALL MATCH CONTRIBUTION REQUIREMENTS FOR THE EXPENDITURES UNDER THE TARRANT COUNTY HOME INVESTMENT PARTNERSHIPS PROGRAM FOR PROGRAM YEAR 2020”**

**VIII. INFORMAL CITIZEN COMMENTS**

**IX. COUNCIL MEMBER AND STAFF COMMENTS**

**X. ADJOURNMENT**

Meeting adjourned at 8:05 p.m.

**APPROVED:**

\_\_\_\_\_  
**Jerry B. Dittrich, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Joanna King, City Secretary**



# City of Benbrook

## CITY COUNCIL COMMUNICATION

DATE: 4/02/2020	REFERENCE NUMBER: G-2461	SUBJECT: Approve Opticom Agreement with Texas Department of Transportation	PAGE: 1 of 1
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The attached Opticom Agreement is the standard agreement between the Texas Department of Transportation (TXDOT) and municipalities seeking to install traffic signal preemption equipment on TXDOT owned traffic signals. The equipment allows emergency vehicle operators to manipulate traffic signals in their path, providing emergency vehicles the right-of-way and materially reducing response times.

TXDOT has final approval on all materials, equipment and installation methods. The City will be responsible for the actual installation and long-term maintenance of the preemption equipment to be installed at the following TXDOT intersections:

- |                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Hawkins Home Blvd and Benbrook Blvd</li> <li>• Stevens Dr and Benbrook Blvd</li> <li>• RM 2871 and Benbrook Blvd</li> <li>• Jerry Dunn Pkwy and RM 2871</li> <li>• Lakeway Dr and Benbrook Blvd</li> <li>• Westpark Dr and Benbrook Blvd</li> <li>• Sproles Dr and Benbrook Blvd</li> <li>• Mercedes St and Benbrook Blvd</li> </ul> | <ul style="list-style-type: none"> <li>• Benbrook Field Dr and Benbrook Blvd</li> <li>• US 377 and EB I-20 Frontage</li> <li>• US 377 and WB I-20 Frontage</li> <li>• Cooks Ranch Rd and US 377</li> <li>• Mary's Creek Dr and US 377</li> <li>• Winscott Rd and EB I-20 Frontage</li> <li>• Winscott Rd and WB I-20 Frontage</li> </ul> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

While located in Benbrook, the intersection of RM 2871 and Rolling Hills was excluded from the above list as the existing traffic signals are owned by the City of Fort Worth, not TXDOT. Staff is working to resolve this issue, but due to the likely lead time to correct, the intersection was not included in the agreement.

The preemption equipment will also be installed at the following City-owned intersections:

- Old Benbrook Rd and Winscott Rd
- Mercedes St and Winscott Rd
- Timbercreek Rd and Winscott Rd
- Lakeside Dr and Winscott Rd

All emergency vehicles (Fire, Police and EMS) will be fitted with Opticom activation equipment. The same equipment will also be used to operate the gates on the Clear Fork Emergency Access Bridge. All costs associated with installation and ongoing maintenance are included in the 2019/2020 Budget.

**RECOMMENDATION**

Staff recommends that City Council approve the Opticom Agreement between the City of Benbrook and Texas Department of Transportation.

SUBMITTED BY:	DISPOSITION BY COUNCIL: <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)	PROCESSED BY: CITY SECRETARY
CITY MANAGER		DATE:

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**AGREEMENT FOR THE FURNISHING, INSTALLING AND MAINTENANCE OF TRAFFIC SIGNAL PREEMPTION EQUIPMENT**

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and the City of Benbrook, hereinafter called the "City", acting by and through its duly authorized officers.

**W I T N E S S E T H**

**WHEREAS**, the State owns and maintains a system of highways and roadways in the City of Benbrook pursuant to Transportation Code, Section 201.103; and

**WHEREAS**, the City or its contractor has requested to install emergency vehicle preemption systems at the locations listed on Exhibit A;

**WHEREAS**, the State and the City are in agreement that the proposed systems will be installed;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**A G R E E M E N T**

**ARTICLE 1. CONTRACT PERIOD**

This agreement becomes effective on final execution by the State and shall remain in effect as long as said traffic signal preemption equipment is in operation at the described locations.

**ARTICLE 2. TERMINATION**

This agreement may be terminated by one of the following conditions:

- 1) By mutual agreement of both parties;
- 2) By the State giving written notice to the City or its contractor as consequence of failure by the City or its contractor to satisfactorily perform the services and obligations set forth in this agreement, with proper allowances being made for circumstances beyond the control of the City or its contractor;
- 3) By either party upon thirty (30) days written notice to the other.

**ARTICLE 3. COMPENSATION**

No compensation shall be paid for this agreement.

**ARTICLE 4. PERSONNEL, EQUIPMENT, AND MATERIAL**

- A.** The City or its contractor will use labor and supervisory personnel employed directly by the City or its contractor, and use City owned or its contractor owned machinery, equipment, and vehicles necessary for the work. In the event that the City or its contractor does not have the machinery, equipment, and vehicles necessary to perform the work, the machinery, equipment, and vehicles may be rented or leased as necessary.
- B.** No reimbursement shall be paid for any materials supplied by the City or its contractor. All materials shall be new and undepreciated stock.

- C. Any necessary changes to the existing signal required to install the preemption system will be at the City's expense.
- D. If it becomes necessary to adjust, replace or reinstall the preemption system due to reconstruction of the intersection or upgrading of the signals, it shall be done by the City at City expense.

#### **ARTICLE 5. INSPECTION OF WORK**

- A. The State shall make suitable and complete inspection of all materials, and equipment, and the work of installation to determine and permit certification that the components meet all applicable requirements and are in suitable condition for operation and maintenance by the City or its contractor after its completion. All components of the system will be subject to random testing and inspections by the State.
- B. The City or its contractor will provide opportunities, facilities, and representative samples, as may be required, to enable the State to carry on initial and random inspections of all materials and application methods; sufficient to afford determination and certification by the State that all parts of the installation and the component materials comply with the State standards and specifications. The State will promptly notify the City or its contractor of any failure of materials, equipment, or installation methods, and the City or its contractor will take such measures necessary to obtain acceptable systems components and installation procedures without delay.

#### **ARTICLE 6. RESPONSIBILITIES OF THE PARTIES**

The parties agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives and agents. State shall not be held responsible for the operation (or non-operation) of the preempt equipment, or for any effect it may have on emergency vehicle response.

#### **ARTICLE 7. DE-ACTIVATION OF THE PREEMPT SYSTEM**

The State reserves the right to disconnect the preempt system from the traffic signals should any problem arise affecting the State including that the State has determined that the preemption is being abused. The State will notify the appropriate City office of the de-activation of the preempt system. Upon correction of the problem the preempt system would be re-connected.

#### **ARTICLE 8. PREEMPTION INSTALLATION REQUIREMENTS**

The City or its contractor shall furnish and install an aluminum lockable cabinet for the preemption system equipment. The preemption cabinet shall be attached to the State's traffic signal cabinet by means of a two (2) inch Myer's hub supplied by the City or its contractor. The City or its contractor will furnish and install a Cannon type disconnect plug between the State's traffic signal cabinet and the preemption cabinet. The State will furnish 120 volts AC power to the preemption cabinet for all auxiliary equipment. All transformation of power shall take place within the preemption cabinet. The State will allow the preemption equipment to monitor all outgoing green traffic signal indications. The preemption equipment will supply a maximum of four preemption inputs.

#### **ARTICLE 9. REPORTS**

Upon written request, the City will be required to supply the State with a list of preemptions. The list shall show date, time, intersection, direction, and duration of each preemption and vehicle identification information of the emergency vehicle requesting each preemption. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**ARTICLE 10. REMEDIES**

Violation or breach of contract terms by the City or its contractor shall be grounds for termination of the agreement, and any increased cost arising from the City or its contractor's default, breach of contract, or violation of terms shall be paid for by the City or its contractor. This agreement shall not be considered as specifying the exclusive remedy for default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

If at any time, the City or its contractor fails to assume the maintenance and operations responsibilities for the preemption systems in a satisfactory manner as determined by the State, the State reserves the right to arrange for maintenance and operations at the expense of the City or its contractor. The State shall contact the appropriate City authority prior to the arrangement for alternative maintenance.

**ARTICLE 11. INSURANCE**

The City shall provide necessary safeguards to protect the public on State-maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the preemption equipment, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right-of-way, the City's construction contractor shall submit to the State a fully executed copy of the State's form 1560 Certificate of Insurance and shall maintain the required coverage during the construction of all work associated with this agreement.

**ARTICLE 12. SUBLETTING**

The City or its contractor shall not sublet or transfer any portion of its responsibilities and obligations under this agreement unless specifically authorized in writing by the State. In the event the City or its contractor enters into subcontracts, the subcontractors must adhere to the provisions of this agreement.

**ARTICLE 13. SUCCESSORS AND ASSIGNS**

The City or its contractor shall not assign or otherwise transfer its rights or obligations under this agreement except with the prior written consent of the State.

**ARTICLE 14. LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 15. INSPECTION OF CITY'S BOOKS AND RECORDS**

- A.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.
- B.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the



Each party is signing this agreement on the date stated beside that party's signature.

**THE CITY OF Benbrook**

Executed on behalf of the City by:

By \_\_\_\_\_ Date \_\_\_\_\_

Typed or Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_

Fort Worth District Engineer

## **EXHIBIT 1**

Signalized intersections on State Highways located in the City of Benbrook

Hawkins Home @ US 377

Stevens @ US 377

RM 2871 @ US 377

Jerry Dunn @ RM 2871

Lakeway @ US 377

WestPark @ US 377

Sproles @ US 377

Mercedes @ US 377

Benbrook Fields @ US 377

US 377 @ EB IH 20 Frtg

US 377 @ WB IH 20 Frtg

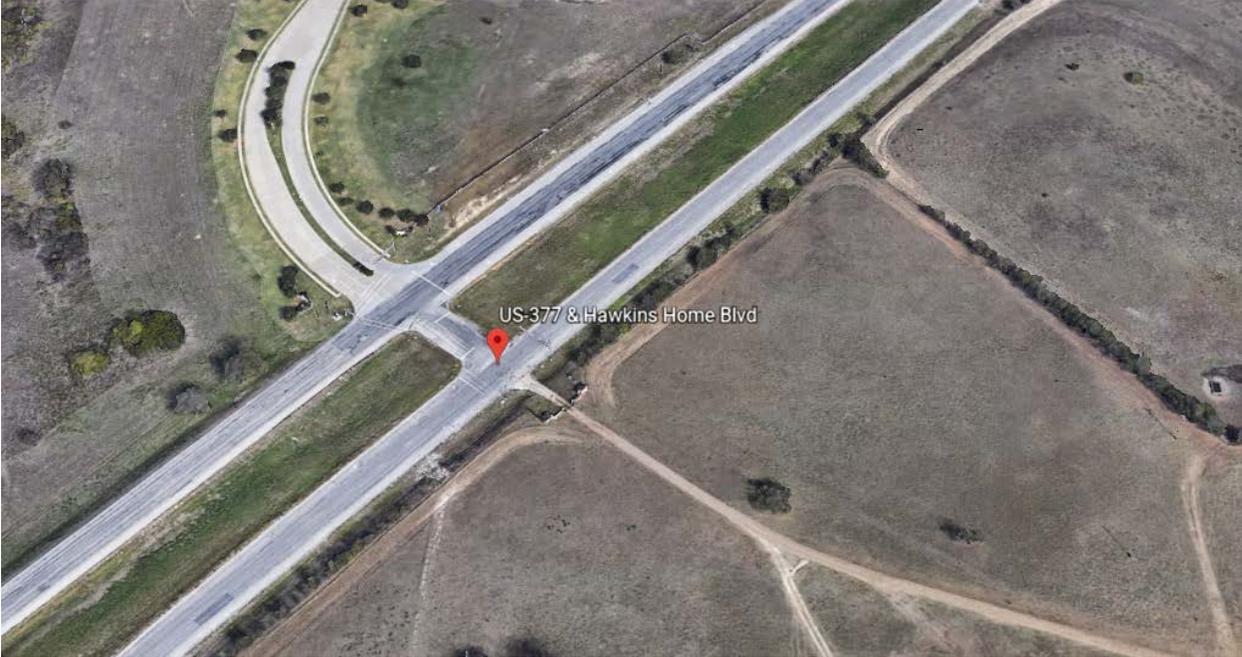
Cooks Ranch @ US 377

Mary's Creek @ US 377

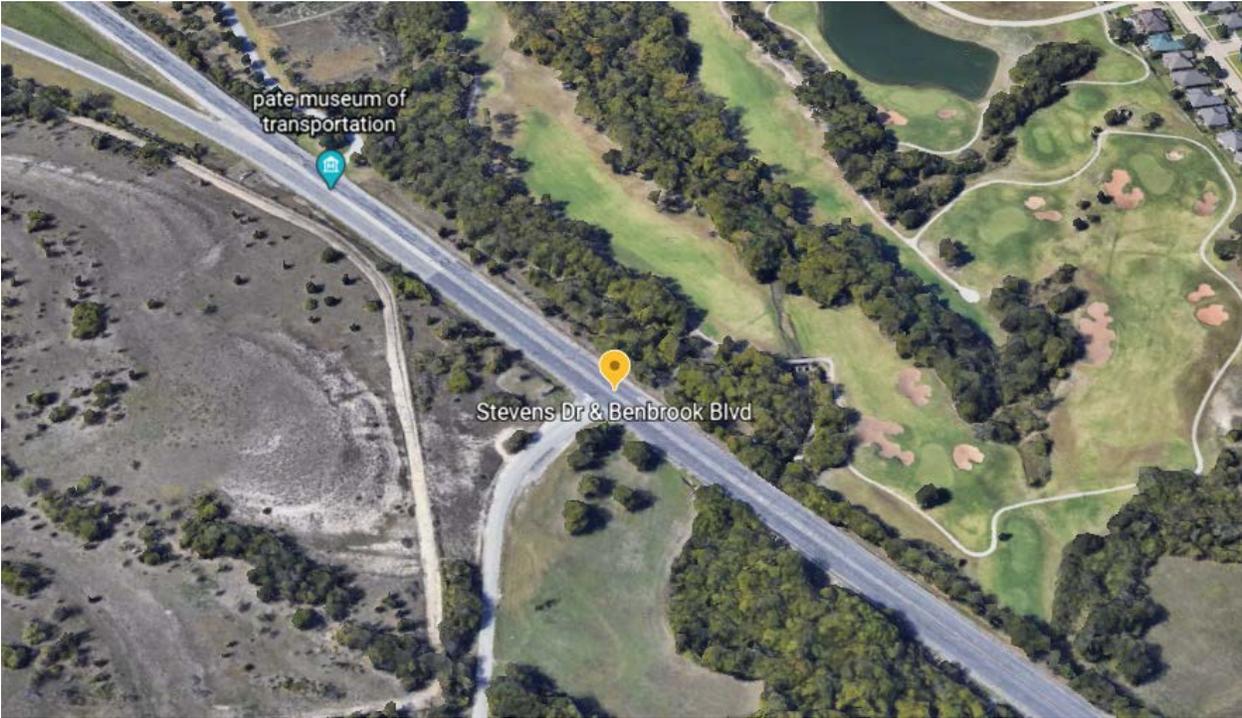
Winscott @ EB IH 20 Frtg

Winscott @ WB IH 20 Frtg

EXHIBIT 1 (A)  
Signalized intersections on State Highways located in the City of Benbrook

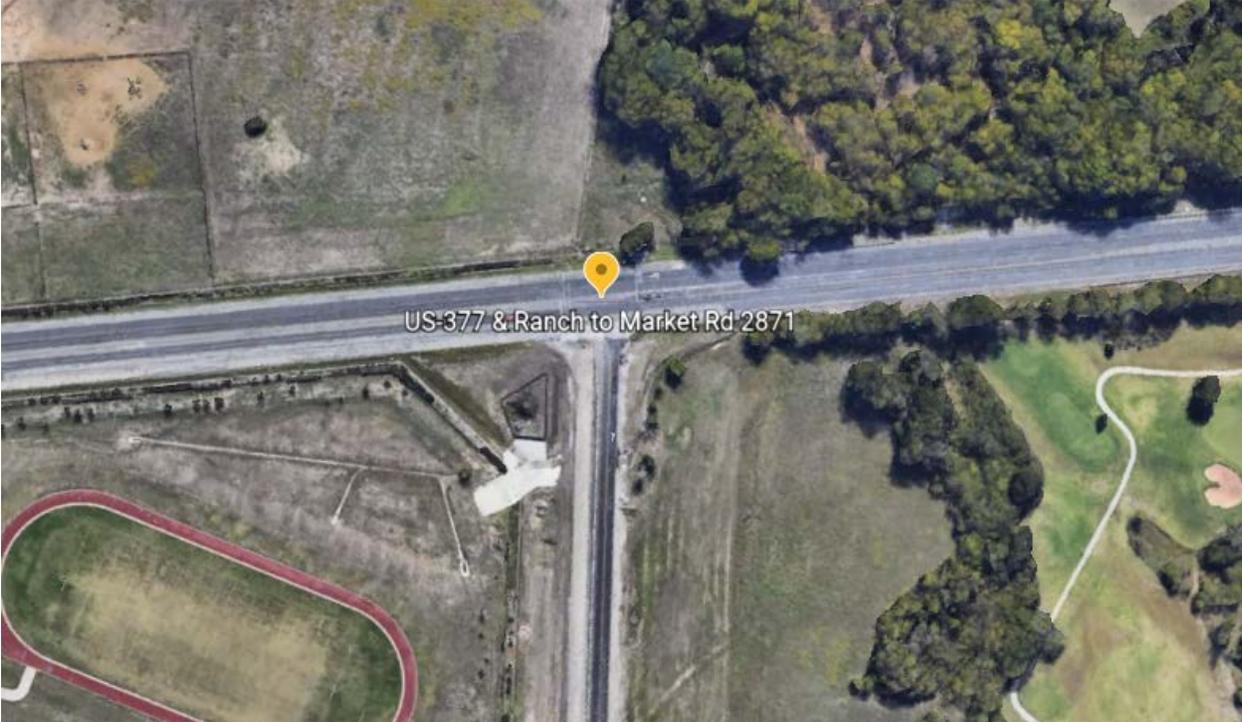


Hawkins Home @ US 377

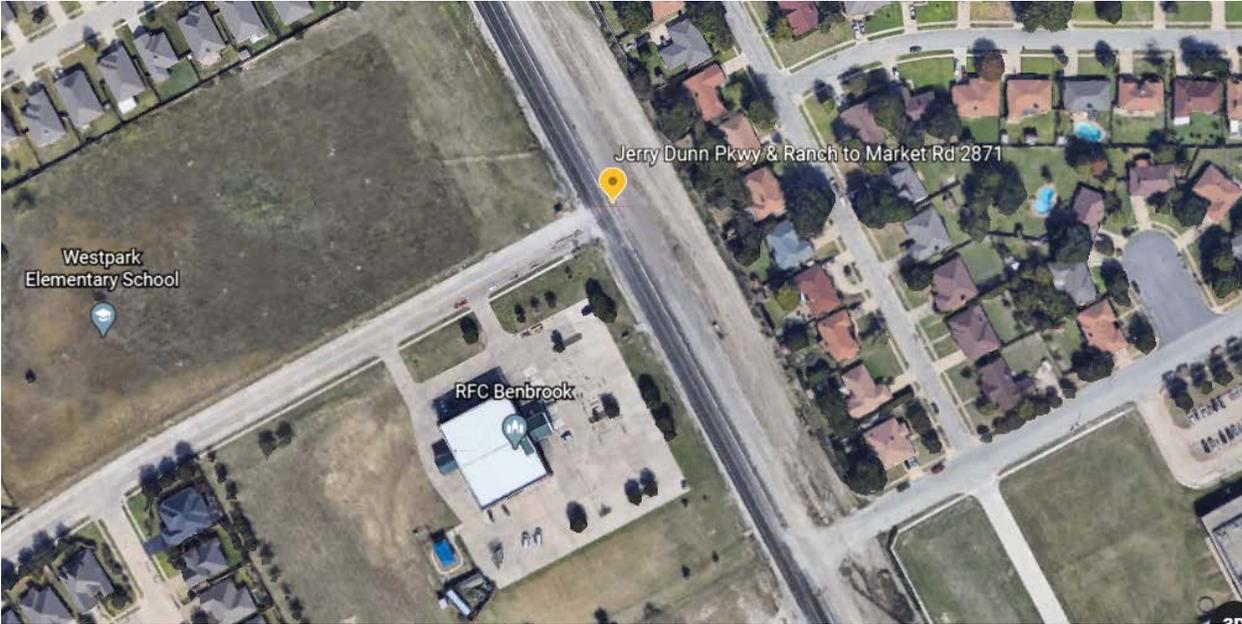


Stevens @ US 377

EXHIBIT 1 (A)  
Signalized intersections on State Highways located in the City of Benbrook



RM 2871 @ US 377

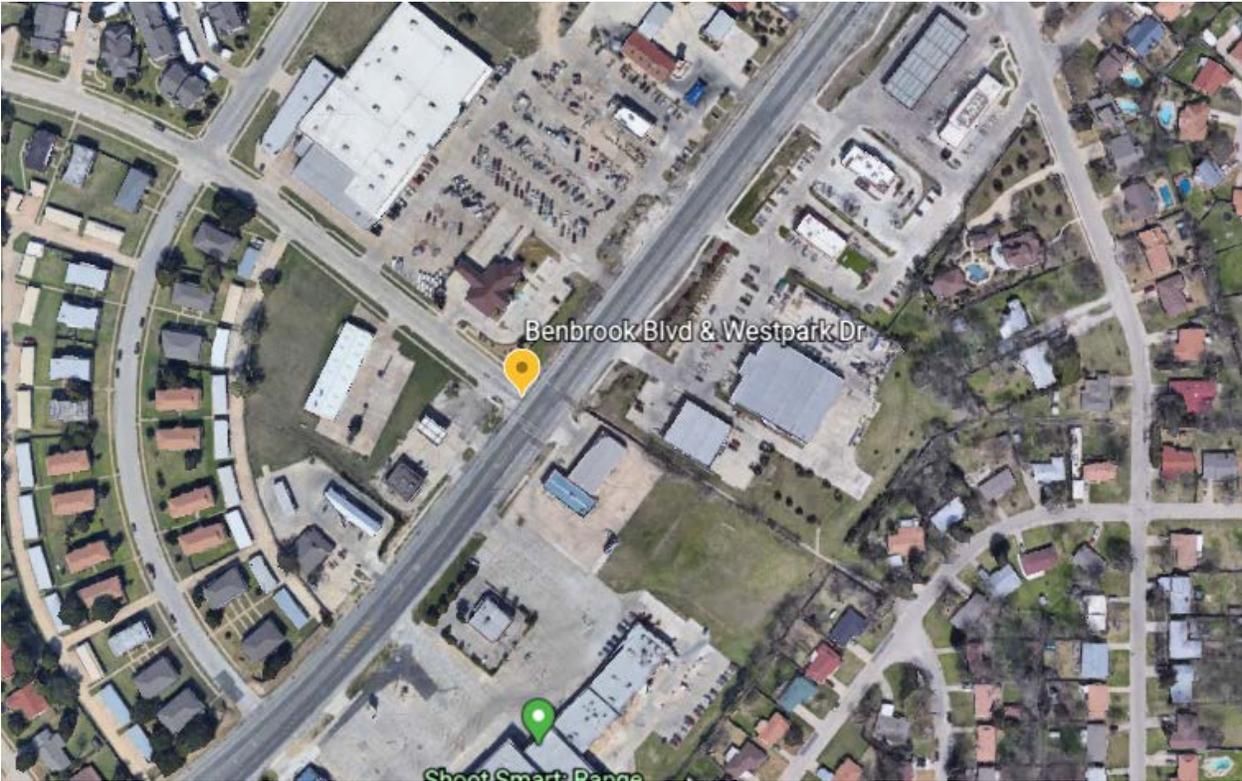


Jerry Dunn @ RM 2871

EXHIBIT 1 (A)  
Signalized intersections on State Highways located in the City of Benbrook

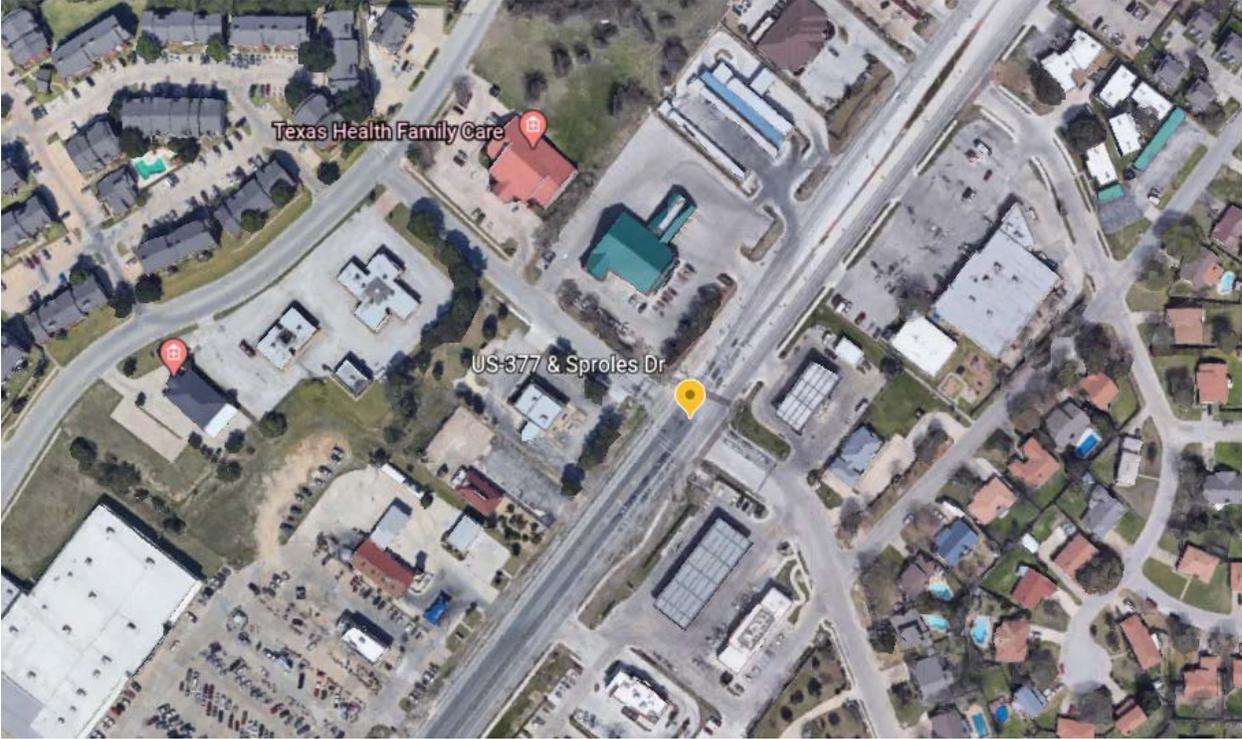


Lakeway @ US 377

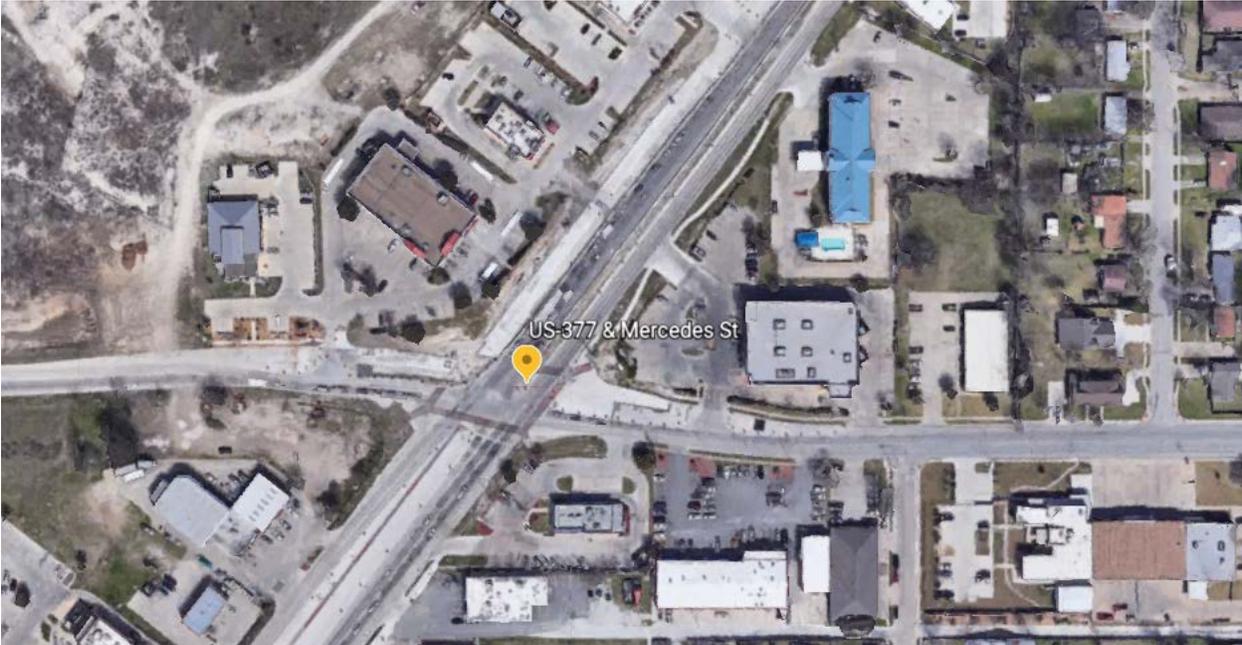


WestPark @ US 377

EXHIBIT 1 (A)  
Signalized intersections on State Highways located in the City of Benbrook



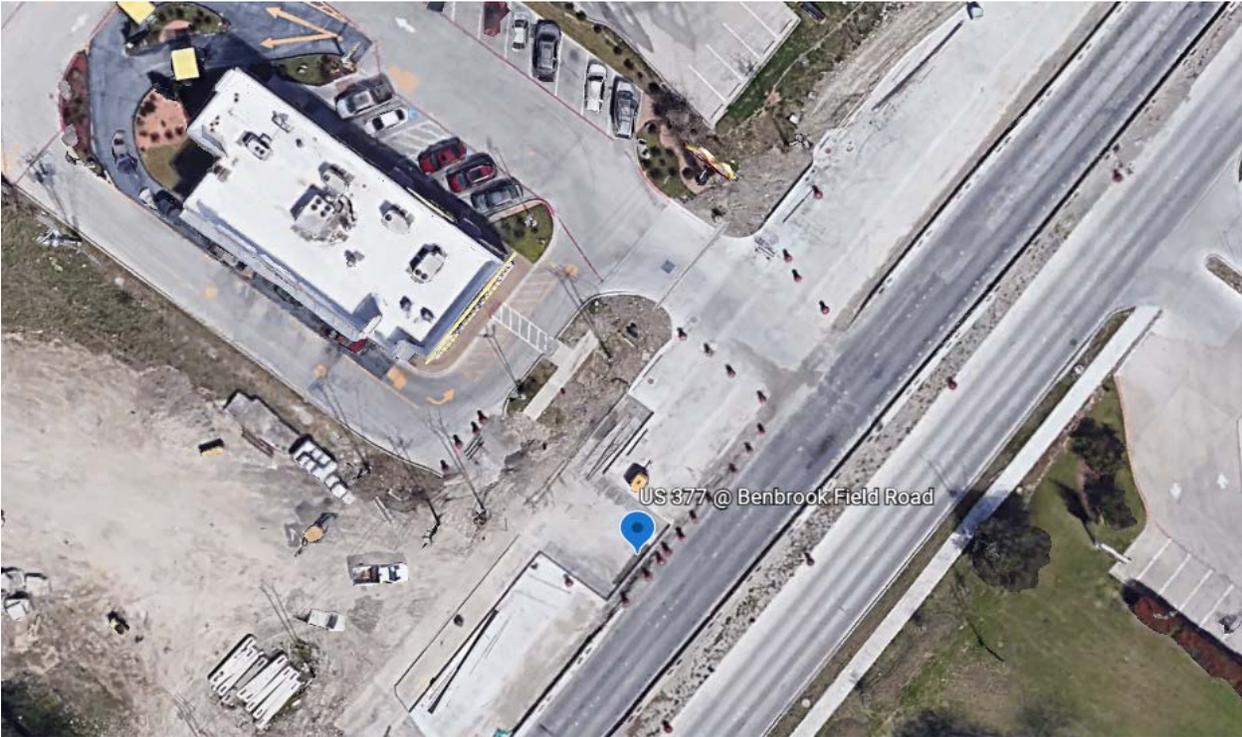
Sproles @ US 377



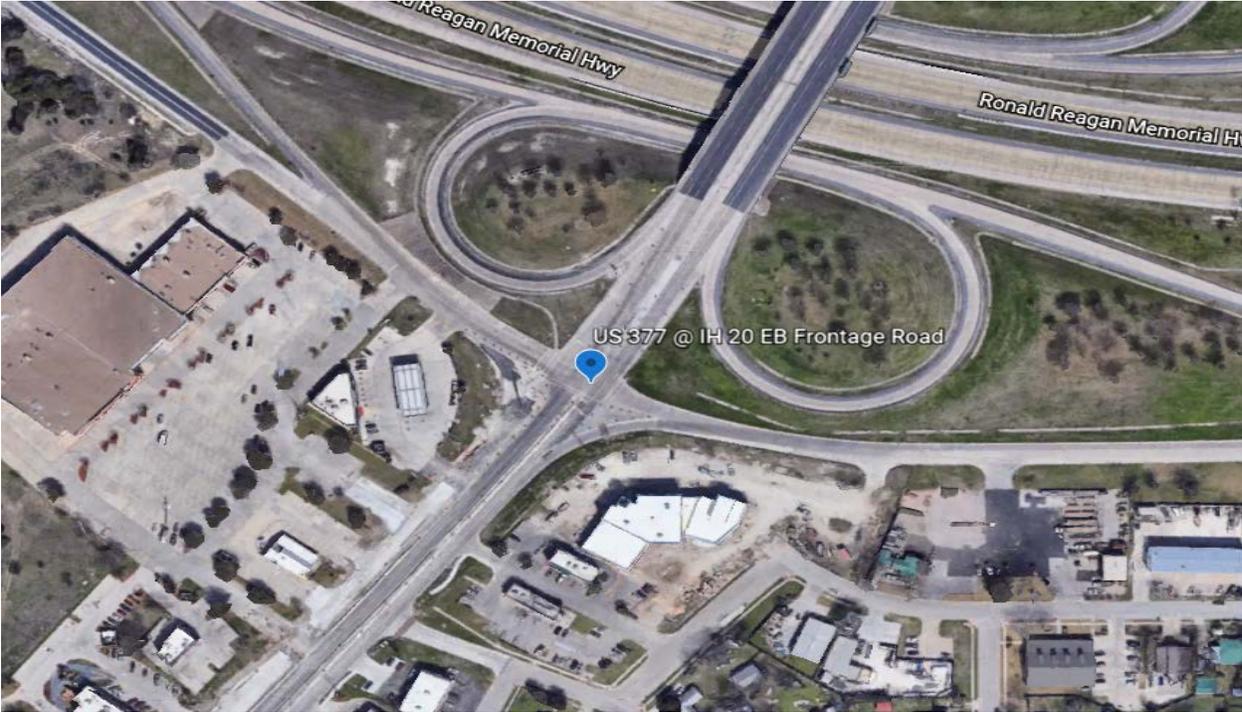
Mercedes @ US 377

EXHIBIT 1 (A)

Signalized intersections on State Highways located in the City of Benbrook

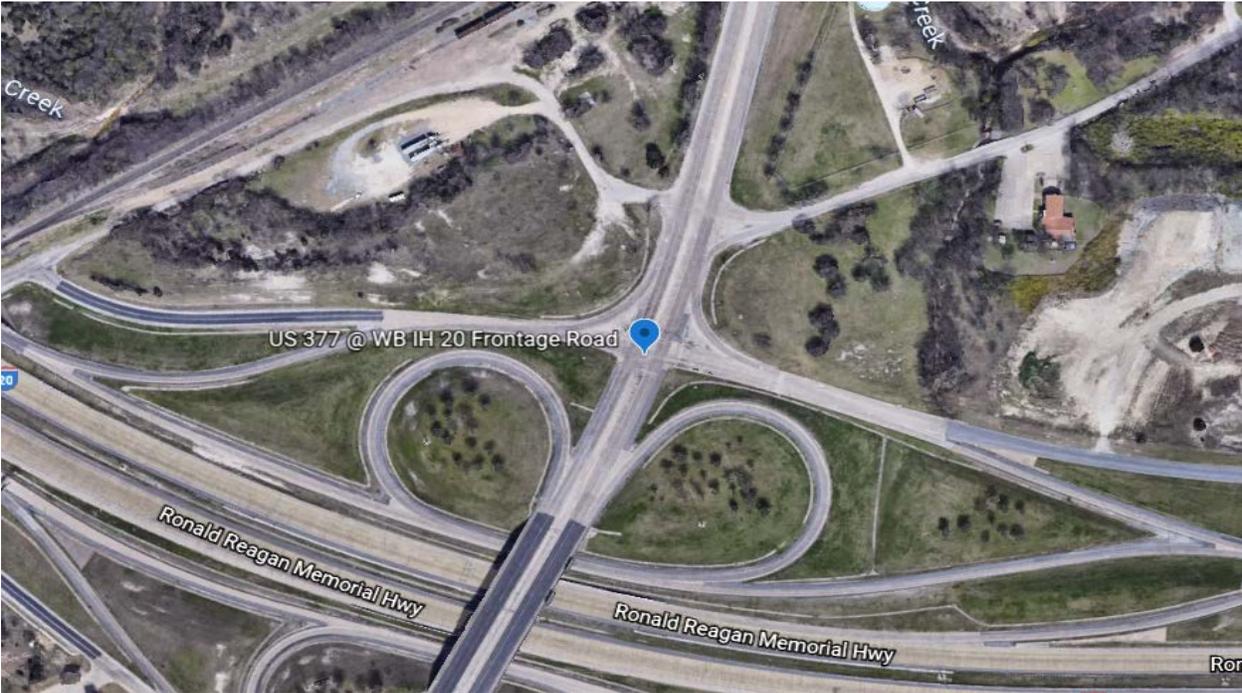


Benbrook Fields @ US 377

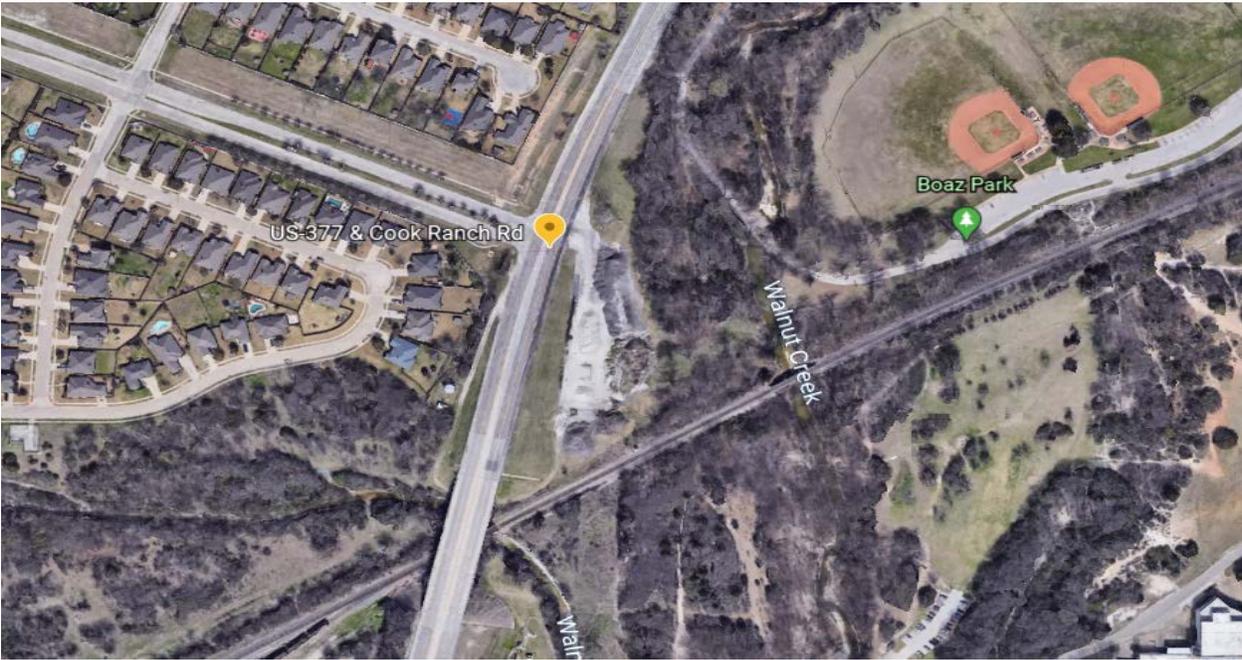


US 377 @ EB IH 20 Frontage Road

EXHIBIT 1 (A)  
Signalized intersections on State Highways located in the City of Benbrook

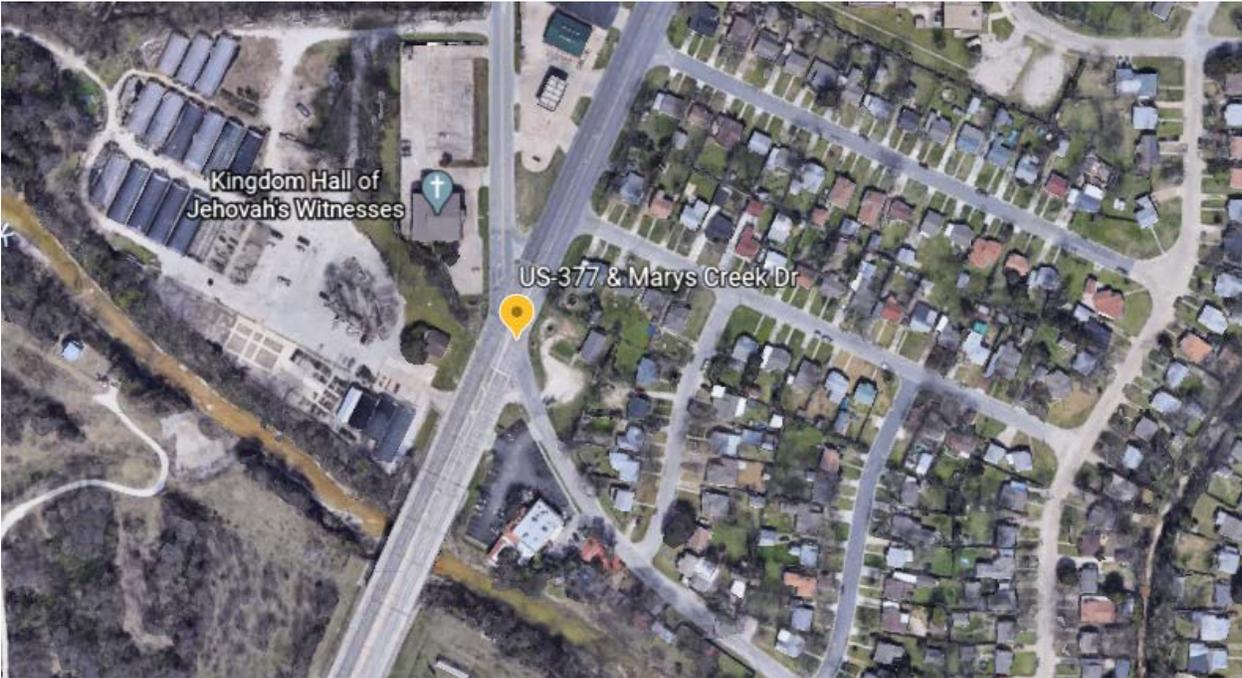


US 377 @ WB IH 20 Frontage Road



Cooks Ranch @ US 377

EXHIBIT 1 (A)  
Signalized intersections on State Highways located in the City of Benbrook



Mary's Creek @ US 377

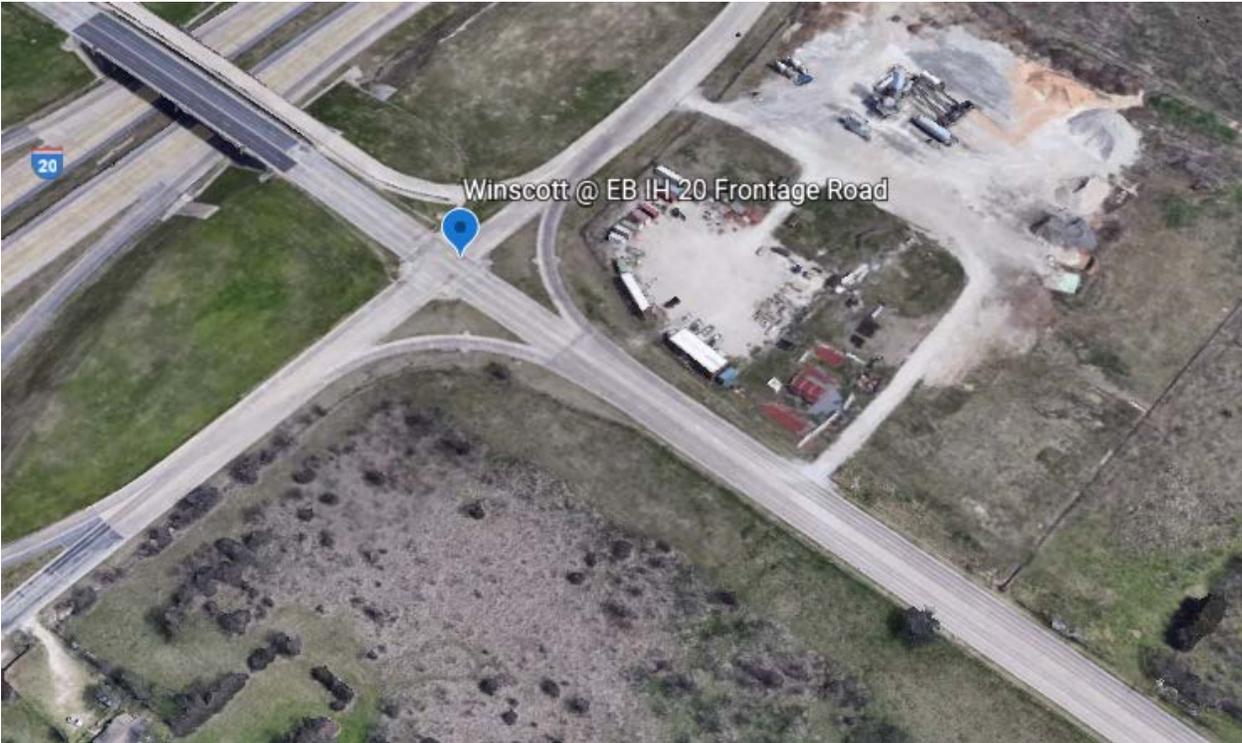
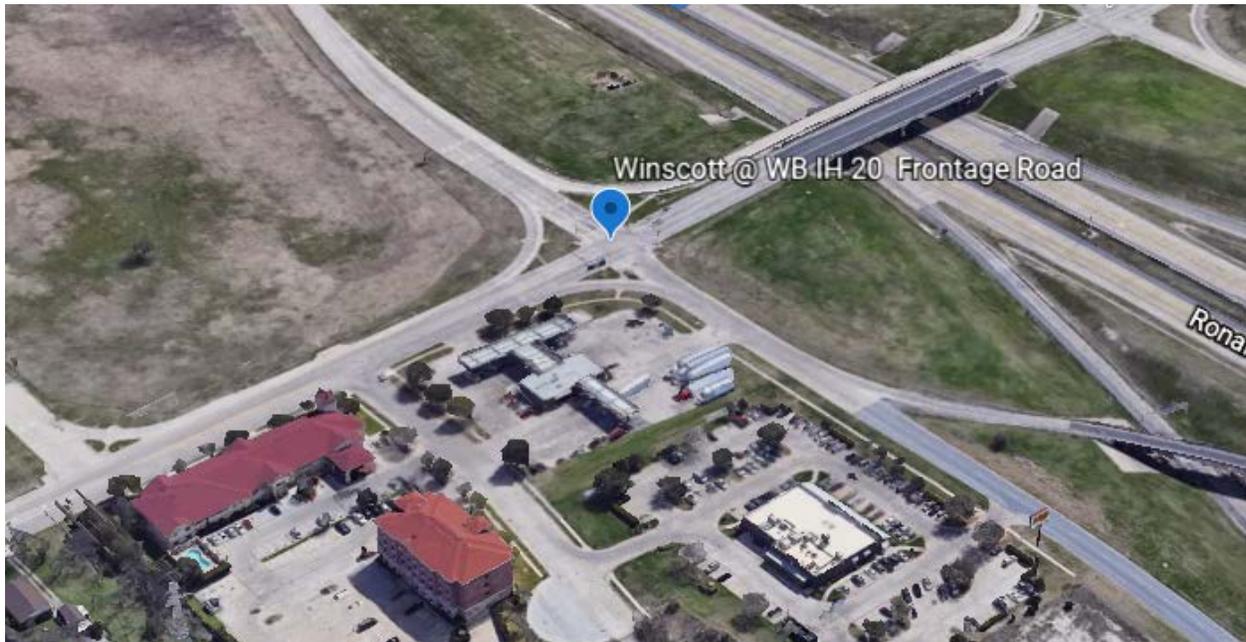


EXHIBIT 1 (A)

Signalized intersections on State Highways located in the City of Benbrook

Winscott @ EB IH 20 Frontage Road



Winscott @ WB IH 20 Frontage Road