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 **7:30 p.m.** on **Thursday June 18, 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). While this meeting is open to the public, social distancing will be enforced.

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: 1-866-894-9011 or local number 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, JUNE 18, 2020
911 WINSCOTT ROAD, BENBROOK, TEXAS
PRE-COUNCIL WORKSESSION 7:00 P.M.
1. 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. CITIZEN COMMENTS ON ANY AGENDA ITEM

III. MINUTES

1. Approve Minutes Of The Regular Meeting Held June 4, 2020

Documents:

CC MINUTES-06-04-20.PDF

IV. REPORTS FROM CITY MANAGER

A. GENERAL

G-2468 Accept Finance Report For Period Ending May 31, 2020

Documents:

G-2468 FINANCE REPORT MAY 20.PDF
G-2468 REVENUE CHART MAY 20.PDF
G-2468 EXPENDITURE CHART MAY 20.PDF
G-2468 SALES TAX COMPARISON MAY 20.PDF

G-2469 Authorize Interlocal Agreement With Fort Worth Transportation Authority To Provide Transportation To The Elderly And Disabled

Documents:

G-2469 FT. WORTH TRANSPORTATION.PDF
G-2469 ILA TRANSPORTATION AUTHORITY.PDF
G-2469 ILA BENBROOK ENHANCEMENT GRANT 2020-2021.PDF

G-2470 Recommend Contractor For 45th Year Community Development Block Grant Program

Documents:

G-2470 CROSSLANDS CDBG CONTRACTOR.PDF

B. CONTRACT

C-332 Award Fence Construction Project To F & M Fence

Documents:

C-332 FENCE PROJECT.PDF
C-332 CONSTRUCTION AGREEMENT FENCE PROJECT.PDF

V. 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

VI. 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.

VII. EXECUTIVE SESSION

Pursuant To Texas Government Code, Section 551.071 – Consultation With City Attorney

1. Pending Or Contemplated Litigation

VIII. RECONVENE INTO REGULAR MEETING

Take Necessary Action From Executive Session

IX. ADJOURNMENT

MINUTES
OF THE
MEETING OF THE
BENBROOK CITY COUNCIL
THURSDAY, JUNE 4, 2020

The regular meeting of the Benbrook City Council was held on June 4, 2020 at 7:30 p.m. in the Council Chambers with the following Council members present:

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

Also Present: Andy Wayman, City Manager
Jim Hinderaker, Assistant City Manager
Joanna King, City Secretary
Wes Cooper, Systems Administrator

I. CALL TO ORDER

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

II. CITIZEN COMMENTS ON ANY AGENDA ITEM

Mayor Dittrich paused the meeting for any citizen comments on any agenda item via telephone conference. There were no calls.

III. MINUTES

1. Minutes of the regular meeting held May 21, 2020

Motion by Dr. Marshall, seconded by Mr. Ward to approve the minutes of the regular meeting held May 21, 2020.

Vote on the Motion by Roll Call:

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

Noes: None

Motion carried unanimously.

IV. REPORTS FROM CITY MANAGER

A. GENERAL

G-2467 Approve CARES Act Coronavirus Relief Funds Interlocal Cooperative Agreement

Jim Hinderaker gave the following report: On March 27, 2020, President Donald Trump signed into law the congressionally approved Coronavirus Aid Relief and Economic Security Act (CARES Act) providing financial aid to businesses and communities impacted by the COVID-19 pandemic. Within the CARES Act, the Coronavirus Relief Fund (CRF) was created to provide financial resources to state and local governments. The State of Texas has received $11.24 billion in coronavirus relief aid.

Consistent with the CARES Act, 45 percent of the state's total allocation, approximately $5.06 billion, is being made available to local governments. Counties and cities with populations greater than 500,000 received direct funding from the treasury. Tarrant County was one of 12 counties to receive direct funding. The County will distribute $61,308,720 to non-direct distribution cities, including the City of Benbrook.

On May 12, 2020, the Tarrant County Commissioners Court designated fifty-five ($55) per capita to municipalities located in Tarrant County for direct COVID-19 related expenditures. Benbrook, based on the 2019 population of 22,920 persons as reported by the North Central Texas Council of Governments (NCTCOG), is eligible to receive one million two hundred sixty thousand six hundred dollars ($1,260,600).

Funds may not replace lost revenue and may only be used to cover expenses that:

1. are necessary and eligible expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020;
3. are not duplicated with any other Federal reimbursement request; and
4. are incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

Currently, Tarrant County is attempting to receive additional clarification for the use of the Federal funding to potentially include public safety employee salaries and benefits during the COVID-19 outbreak. However, based on current criteria and absent any additional clarification, it is unlikely that Benbrook will be able to utilize the majority of the funding allocation because reimbursable expenses must be directly and specifically related to COVID-19. Potential expenses currently incurred and eligible for reimbursement include personal protection equipment (PPE) and the BEDC small business rent/mortgage assistance grant. Currently, the City has not incurred any overtime costs specifically related to COVID-19. Should conditions change prior to the end of the calendar year, potential

overtime costs may be captured and reimbursed. Any unused funds will be returned to Tarrant County.

Motion by Ms. Franklin, seconded by Mr. Phillips to approve the CARES Act Coronavirus Relief Funds (CRF) Interlocal Cooperation Agreement and further authorize Andy Wayman, City Manager, to execute said agreement on behalf of the City.

Vote on the Motion by Roll Call:

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

Noes: None

Motion carried unanimously.

V. INFORMAL CITIZEN COMMENTS

Mayor Dittrich paused the meeting for any informal citizen comments via telephone conference. There were no calls.

VI. COUNCIL MEMBER AND STAFF COMMENTS

Councilmember Mackey delivered a statement about her personal view of historic discrimination and injustices faced by minorities and her support for the social protest movement following the death of George Floyd.

Councilmember Franklin congratulated the 2020 Graduating Seniors from Western Hills High School and Benbrook Middle High School.

Jim Hinderaker gave report on COVID-19.

VII. ADJOURNMENT

Meeting adjourned at 8:53 p.m.

APPROVED:

_____

Jerry B. Dittrich, Mayor

ATTEST:

_____

Joanna King, City Secretary

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
06/18/20	G-2468	Accept finance report for period ending May 31, 2020	1 of 2

GENERAL FUND

General Fund revenues for the month of May were $703,728. Major revenues collected for the month include Property taxes of $101,880, Franchise taxes of $98,653, Fines and Forfeitures of $29,978, Charges for Services of $35,325 and Permits of $87,859. Sales tax collected and recognized as revenue in May was $268,174. Fiscal year to date sales tax is 21.27% greater than last year at this time. A separate summary of sales tax revenue collections is provided for informational purposes. General Fund revenues collected through the end of May were $18,011,274 and 85.5% of the budget.

General Fund expenditures for the month of May were $2,369,091. Fiscal year to date expenditures were $13,868,392 and 65.9% of the adopted budget.

Total General Fund revenues of $18,011,274 were greater than General Fund expenditures of $13,868,392 by $4,142,882.

DEBT SERVICE

Debt Service revenues for the month of May totaled $3,578 and were all from property tax. Fiscal year to date revenues total $1,538,154. There were no expenditures in May. The next debt services payments will be made the end of July. Total revenues of $1,538,154 exceeded total expenditures of $1,497,770 by $40,384.

ECONOMIC DEVELOPMENT CORPORATION (EDC)

EDC revenues as of May 31, 2020, were $1,199,836. EDC expenditures through the end of May were $761,497. Total revenues exceeded total expenditures by $438,339.

CAPITAL PROJECTS

Total revenues received through May 31, 2020 were $3,108,249 from stormwater utility fees, mineral lease revenue, TIF payment, and interest earnings. Total expenditures for the Capital Projects Fund were $3,150,404 through the end of May. May expenditures included the following projects: Highway 377 and Clearfork Emergency Access Bridge. Total expenditures exceeded total revenues by $42,155. 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.

SUBMITTED BY:	DISPOSITION BY COUNCIL: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY: CITY SECRETARY
CITY MANAGER		DATE:

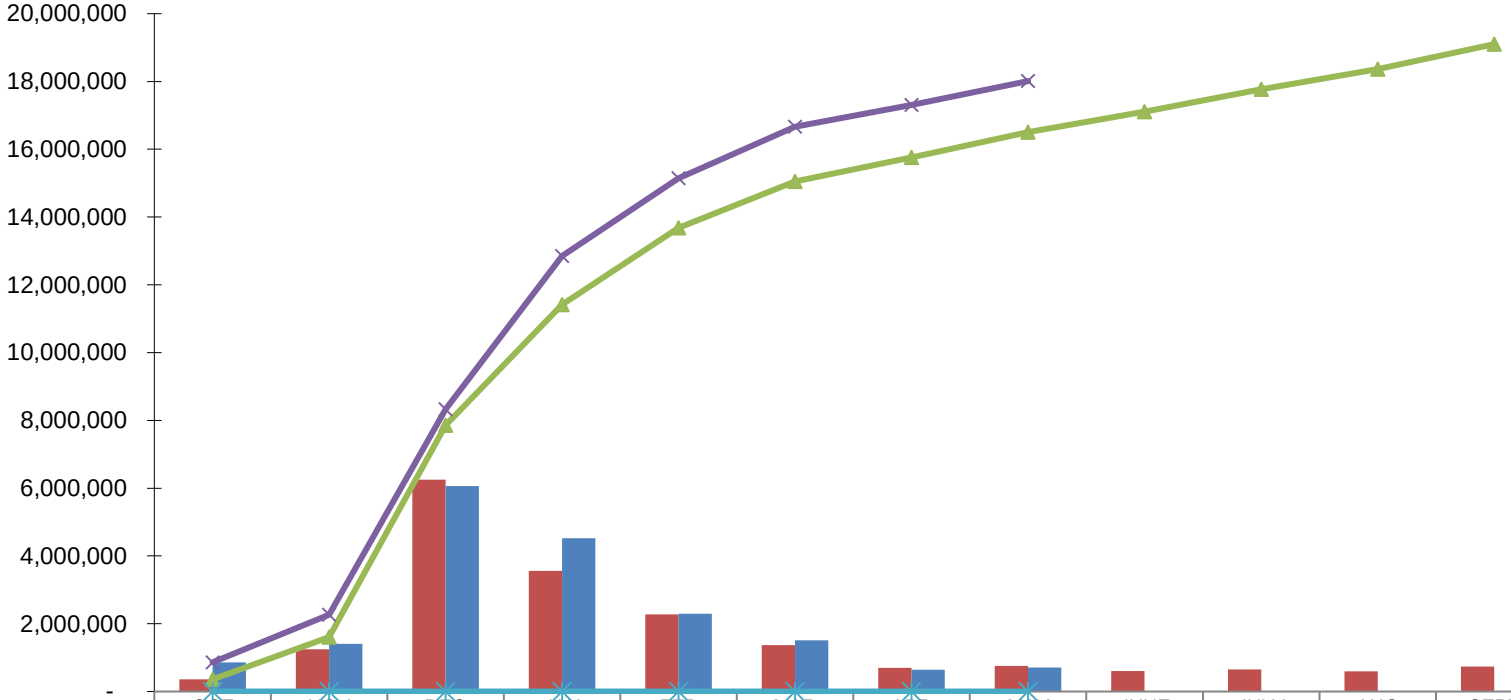
CASH & INVESTMENTS

On May 31, 2020, the City had $20,979,292 invested at varying interest rates; the EDC had $5,079,497 available.

RECOMMENDATION

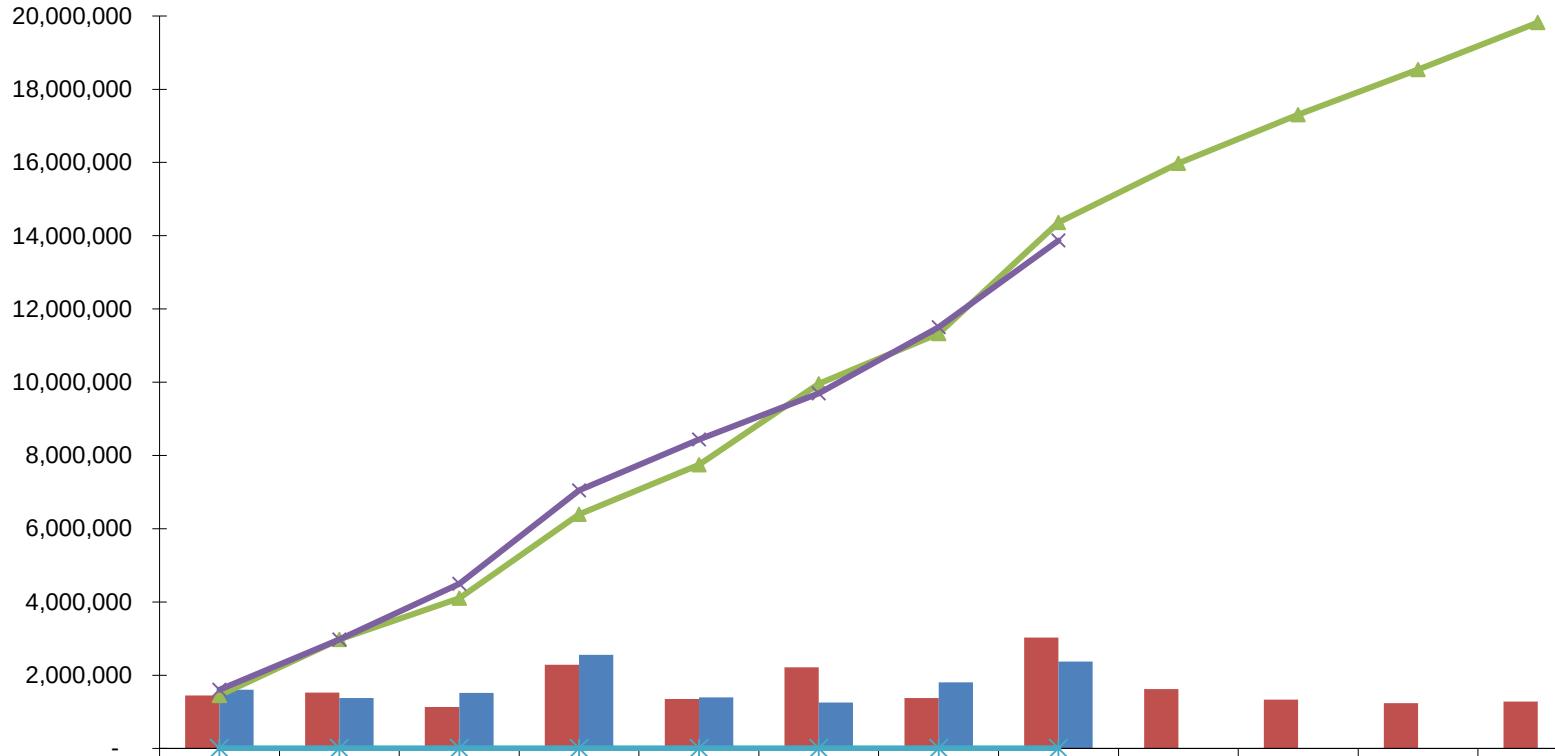
Staff recommends that City Council accept the finance report for the period ending May 31, 2020.

General Fund
Revenue Trend Comparison



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
2018-19	358,790	1,242,504	6,252,635	3,557,063	2,271,202	1,372,967	702,644	750,772	603,282	653,566	597,849	737,573
2019-20	860,318	1,404,237	6,061,236	4,524,934	2,297,400	1,513,330	646,091	703,728				
YTD 2018-19	358,790	1,601,295	7,853,930	11,410,993	13,682,195	15,055,162	15,757,806	16,508,578	17,111,860	17,765,426	18,363,275	19,100,848
YTD 2019-20	860,318	2,264,555	8,325,791	12,850,725	15,148,125	16,661,455	17,307,545	18,011,274				
% Increase 18-19 to 19-20	139.78%	41.42%	6.01%	12.62%	10.71%	10.67%	9.83%	9.10%				

General Fund
Expenditure Trend Comparison

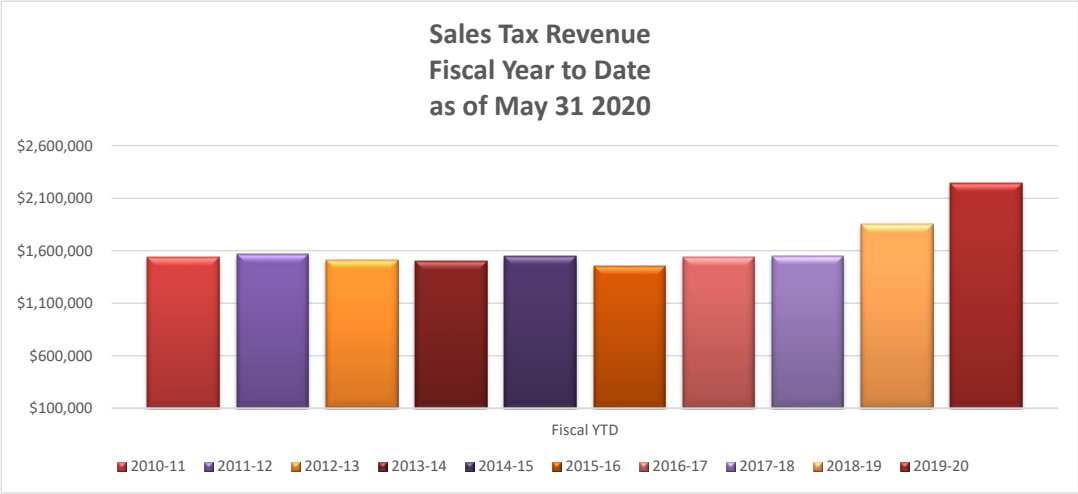


	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT
2018-19	1,448,756	1,527,703	1,127,262	2,287,202	1,351,028	2,213,906	1,376,133	3,027,182	1,617,604	1,327,789	1,234,612	1,282,199
2019-20	1,602,872	1,376,041	1,514,431	2,550,967	1,394,559	1,256,384	1,804,046	2,369,091				
YTD 18-19	1,448,756	2,976,458	4,103,720	6,390,922	7,741,950	9,955,856	11,331,989	14,359,171	15,976,775	17,304,564	18,539,176	19,821,375
YTD 19-20	1,602,872	2,978,913	4,493,344	7,044,311	8,438,871	9,695,254	11,499,301	13,868,392				
% Change 2018-19 to 2019-20	10.64%	0.08%	9.49%	10.22%	9.00%	-2.62%	1.48%	-3.42%				

City of Benbrook
Sales Tax Analysis
May 31, 2020

Fiscal Year	Fiscal YTD	October	November	December	January	February	March	April	May	June	July	August	September	Annual Total
2010-11	**$ 1,536,054**	$ 212,494	$ 161,967	$ 160,492	$ 199,141	$ 190,084	$ 143,760	$ 245,116	$ 223,000	$ 181,216	$ 229,160	$ 196,711	$ 175,140	**$ 2,318,281**
2011-12	**1,572,903**	218,564	161,430	186,638	251,517	168,551	171,053	236,986	178,165	188,604	218,557	178,708	161,070	**2,319,841**
2012-13	**1,514,381**	215,752	184,452	181,368	222,555	170,084	174,164	201,241	164,765	202,525	211,491	178,411	170,324	**2,277,131**
2013-14	**1,505,675**	215,869	177,403	161,342	234,503	154,780	155,432	229,367	176,980	175,792	217,955	199,305	187,172	**2,285,899**
2014-15	**1,546,553**	215,101	207,526	173,580	236,852	149,782	162,730	219,751	181,230	163,667	213,300	189,185	164,742	**2,277,446**
2015-16	**1,456,513**	216,144	177,560	175,150	202,909	149,580	153,523	222,661	158,987	177,732	210,000	154,708	182,656	**2,181,609**
2016-17	**1,539,102**	204,261	175,885	172,554	240,121	171,805	163,151	226,550	184,775	200,138	206,455	175,522	176,026	**2,297,243**
2017-18	**1,549,622**	218,480	168,272	178,150	230,346	169,346	147,291	240,071	197,667	204,243	245,717	244,494	160,148	**2,404,224**
2018-19	**1,853,315**	259,437	224,991	216,094	264,926	205,387	193,520	261,099	227,863	235,611	250,363	253,206	253,500	**2,845,995**
2019-20	**2,247,577**	303,508	251,579	243,434	318,986	241,710	315,310	304,877	268,174					**2,247,577**

Change 2010-11 to 2011-12	**2.40%**
Change 2011-12 to 2012-13	**-3.72%**
Change 2012-13 to 2013-14	**-0.57%**
Change 2013-14 to 2014-15	**2.71%**
Change 2014-15 to 2015-16	**-6.18%**
Change 2015-16 to 2016-17	**5.67%**
Change 2016-17 to 2017-18	**0.68%**
Change 2017-18 to 2018-19	**19.60%**
Change 2018-19 to 2019-20	**21.27%**



Budget 2019-20	**$ 2,700,000**
Projected 2019-20	**3,250,000**
Variance from Budget	**$ 550,000**

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
06/18/20	G-2469	Approve Interlocal Agreement with Fort Worth Transportation Authority to provide transportation for elderly and disabled residents	1 of 1

The City's contract with the Fort Worth Transportation Authority (the "T") to provide transit service to Benbrook residents expired May 31, 2020. There has been no interruption in service.

The program provides transit service to residents age 65 or older, or for disabled residents, at a subsidized fare of $2.50 per one-way trip (on a first-come, first-served basis). The City's cost to participate in the program is $7,529, and funds are budgeted annually for this expense.

Qualified residents may utilize the transit service for a variety of purposes, included medical appointments, shopping, recreation, school or work, excluding weekends and holidays. Benbrook residents are guaranteed rides on Tuesdays, Thursdays, and Fridays.

The terms and conditions of service and the annual administrative fee of $7,529 are identical to the previous year's contract.

RECOMMENDATION

Staff recommends that the City Council approve participation in the Tarrant County Transportation Services Program for Elderly and Disabled residents, at a cost of $7,529.

SUBMITTED BY:	DISPOSITION BY COUNCIL: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY: CITY SECRETARY
CITY MANAGER		DATE:

Trinity Metro ILA No. _____

INTERLOCAL AGREEMENT
FOR ADMINISTRATIVE COSTS FUNDING FOR
SECTION 5310 PROGRAM
BETWEEN
THE FORT WORTH TRANSPORTATION AUTHORITY
AND
THE CITY OF BENBROOK, TEXAS

The Fort Worth Transportation Authority ("Trinity Metro") and the City of Benbrook, Texas ("City") are both local governmental entities as that term is used in Chapter 791, Interlocal Cooperation Contracts, V.T.C.A., Government Code. They shall sometimes be referred to collectively as the "Parties".

WHEREAS, the City of Benbrook desires to provide door-to-door paratransit services for elderly and persons with disabilities within Tarrant County and does not have a transportation service nor is a member of a transportation authority; and

WHEREAS, Trinity Metro is a federal grantee of the Federal Transit Administration and the Federal Transit Administration provides funding under Section 5310 of Title 49 of the United States Code, and the goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them; and

WHEREAS, the Texas Department of Transportation (TxDOT) asked Trinity Metro to develop and implement a Section 5310 program (TCTS) for otherwise under served communities in Tarrant County; and

WHEREAS, Trinity Metro has been awarded the grant for this area and the City of Benbrook is contributing $7,529.00 towards the administrative costs of the Section 5310 service (TCTS); and

WHEREAS, the monies will support a portion of administrative costs for the transportation services to the described peoples during a 12-month period;

The parties pursuant to City of Benbrook action and Trinity Metro action agrees as follows:

1. This program is called Tarrant County Transportation Services (TCTS). This transportation is provided for a variety of purposes such as medical appointments, shopping or recreation, school, or work. The City of Benbrook will be allocated two days (Tuesday and Thursday), each week as their primary designated days for transportation

and on those days all available vehicles will be provided for service to qualified Benbrook residents. On the remaining days, rides are available subject to the priority requests from other cities on a first-come basis.

2. Each party represents to the other that the delegated costs of the project under the Agreement, as well as any payments made by it pursuant to this Agreement, will be made from current revenues and/or specified grant funds. Further, each Party warrants and represents to the other party that each Party has been authorized by it respective governing body to do so. Each party further represents and warrants to the other Party that any renewal of, deletion, or change to this Agreement will be in writing and authorized by its respective governing body.

3. Trinity Metro will administer transportation services to the citizens of the City of Benbrook under the program known as Tarrant County Transportation Services from June 1, 2020 through May 31, 2021.

4. Trinity Metro will administer demand responsive transportation services for the seniors and persons with disabilities of Benbrook according to the federal requirements of the Section 5310 grant and according to the relevant State of Texas statutes.

5. The City of Benbrook will pay the authorized amount to Trinity Metro within 30 days of receipt of invoice.

6. Trinity Metro will provide access upon request to the Section 5310 records to the City of Benbrook.

7. Parties will comply with all applicable State of Texas and federal statutes and regulations as required by their status as a federal grantee and transit authority of the State of Texas, and federal grantee and municipality of the State of Texas, respectively.

8. The term of this agreement will begin June 1, 2020 and end May 31, 2021.

9. The City of Benbrook will be considered a participating community and the qualifying residents of Benbrook will be entitled to ride TCTS for a one-way trip fare of $2.50.

CITY OF BENBROOK, TEXAS

By: _____
Mayor

ATTEST: _____

FORT WORTH
TRANSPORTATION AUTHORITY:

By: _____
Bob Baulsir
President/CEO

APPROVED AS TO FORM:

_____
City Attorney
City of Benbrook, Texas

FWTA Interlocal Agreement No. _____
City Contract No. _____

INTERLOCAL AGREEMENT
FOR
SECTION 5310 ENHANCEMENT PROGRAM
BETWEEN
THE FORT WORTH TRANSPORTATION AUTHORITY
AND
THE CITY OF BENBROOK, TEXAS

The Fort Worth Transportation Authority ("Trinity Metro") and the City of Benbrook, Texas ("City") are both local governmental entities as that term is used in Chapter 791, Interlocal Cooperation Contracts, V.T.C.A., Government Code. They shall sometimes be referred to collectively as the "Parties".

WHEREAS, the City of Benbrook currently has an agreement with Trinity Metro for the provision of Tarrant County Transportation Service (TCTS), a door-to-door paratransit services for elderly and persons with disabilities within Tarrant County; and

WHEREAS, Trinity Metro is a federal grantee of the Federal Transit Administration and the Federal Transit Administration provides funding under Section 5310 of Title 49 of the United States Code, and the goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them; and

WHEREAS, Trinity Metro has been awarded an additional grant for the enhancement of TCTS and the City of Benbrook is interested in an additional guaranteed day of service for the period from June 1, 2020 through May 31, 2021.

Now, therefore, the parties pursuant to City of Benbrook action and Trinity Metro action, agree as follows:

1. This program is called Tarrant County Transportation Services (TCTS). This transportation is provided for a variety of purposes such as medical appointments, shopping, recreation, school or work. The City of Benbrook is currently allocated two days, Tuesday and Thursday, each week as their primary designated days for transportation. The additional guaranteed day of service through this ILA will be Friday.

2. Each party represents to the other that the delegated costs of the project under the Agreement, as well as any payments made by it pursuant to this Agreement, will be made from current revenues and/or specified grant funds. Further, each Party warrants and

represents to the other party that each Party has been authorized by its respective governing body to do so. Each party further represents and warrants to the other Party that any renewal of, deletion, or change to this Agreement will be in writing and authorized by its respective governing body.

3. Trinity Metro will administer the additional day of transportation services to the citizens of the City of Benbrook under the program known as Tarrant County Transportation Services Enhancement Program from June 1, 2020 through May 31, 2021.

4. Trinity Metro will administer demand responsive transportation services for the seniors and persons with disabilities of Benbrook according to the federal requirements of the Section 5310 grant and according to the relevant State of Texas statutes.

5. Trinity Metro will provide access upon request to the Section 5310 records to the City of Benbrook.

6. Parties will comply with all applicable State of Texas and federal statutes and regulations as required by their status as a federal grantee and transit authority of the State of Texas, and federal grantee and municipality of the State of Texas, respectively.

7. The term of this agreement will begin June 1, 2020 and end May 31, 2021, contingent on available funding.

8. The City of Benbrook will be considered a participating community and the qualifying residents of Benbrook will be entitled to ride TCTS for a one-way trip fare of $2.50.

CITY OF BENBROOK, TEXAS

By: _____
Mayor

FORT WORTH TRANSPORTATION AUTHORITY:

By: _____
Bob Baulsir
President & CEO

ATTEST:

_____

APPROVED AS TO FORM:

_____
City Attorney
City of Benbrook, Texas

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
6/18/20	G-2470	Recommend Contractor for 45th Year Community Development Block Grant Program	1 of 2

As part of the 2020 Five-Year Capital Improvement Program (CIP) approved by City Council in January 2020, the 45th Year Community Development Block Grant (CDBG) Project is designated for the installation of streetlights and a sidewalk along the east side of the 3800 and 3900 Blocks of Crosslands Road in northeast Benbrook in the Country Day Meadows Addition in Benbrook's CDBG target area. Unfortunately, the low bid of $193,639 submitted by C. Green Scaping, LP (see Table 1 below) is $63,639 more than the $130,000 awarded by the CDBG program to fund the project, which means the city would have to fund the cost difference from cash reserves.

As an alternative, the city could reduce the scope of the 45th Year CDBG project, thus reducing or eliminating the cost to the city as follows:

Option 1 – Construct the streetlights and sidewalk along the entire length of Crosslands Road between SH-183 and Bellaire Drive, as shown as the red line on Figure 1, at a cost to the city of $63,639.

Option 2 – Construct the streetlights along the entire length of Crosslands Road and the sidewalk from Creekwood Drive to Bellaire Drive, as shown as the blue line on Figure 1, at a cost to the city of $21,159.

Option 3 – Construct the streetlights along the entire length of Crosslands Road and the sidewalk from Crosscreek Lane to Bellaire Drive, as shown as the black line on Figure 1, at no additional cost to the city.

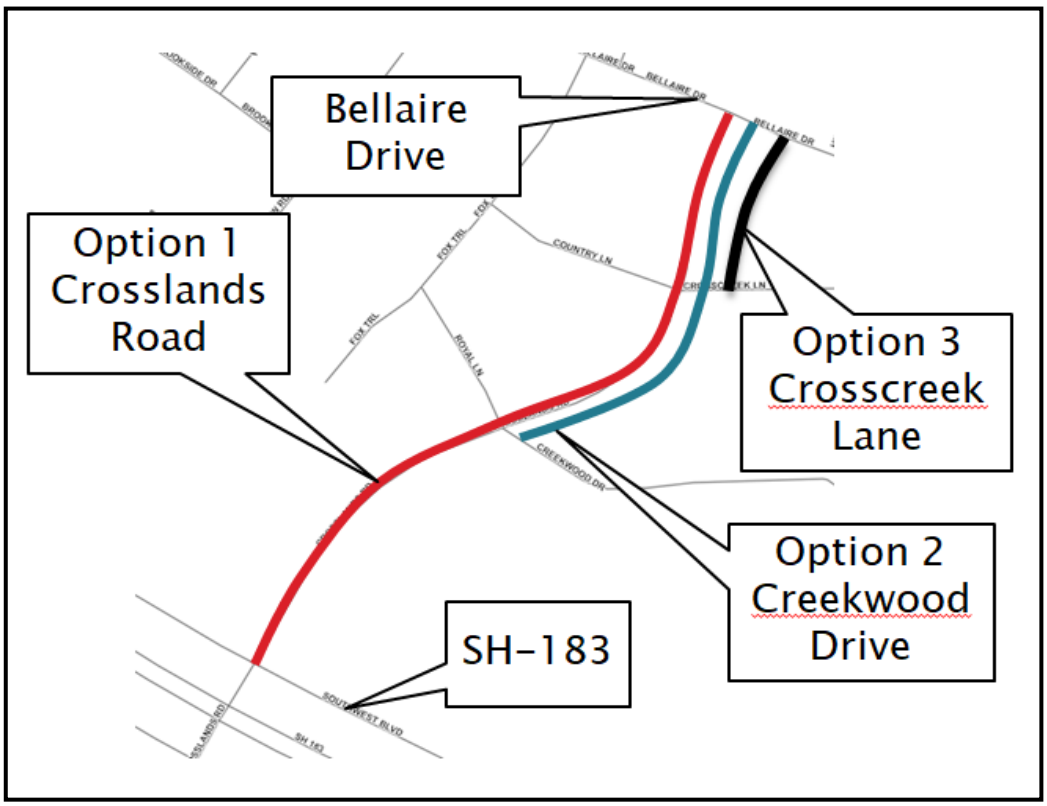


Figure 1 – Project Construction Options

SUBMITTED BY:	DISPOSITION BY COUNCIL: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY: CITY SECRETARY
CITY MANAGER		DATE:

In each of the above listed options, the streetlights will be installed along the entire length of Crosslands Road, but the amount of sidewalk constructed in each option would be reduced as shown in Figure 1. Staff recommends that City Council select Option 2. Unlike previous years, the Department of Housing and Urban Development (HUD) and Tarrant County no longer allow unspent CDBG dollars to be carried over into future years. Option 2 leverages all available Federal funding ($130,000) while minimizing the Benbrook's cost to $21,159.60. The remaining section of sidewalk not constructed this project year can be constructed during the next CDBG project.

Tarrant County opened bids on May 6, 2020. Five bids were received:

Table 1 – Bid Tabulation

Rank	Company	Base Bid Option 1	Deduct A Option 2 (deduct/total)	Deduct B Option 3 (deduct/total)
1	C. Green Scaping, LP	$193,639.29	($42,479.69) $151,159.60	($92,137.27) $101,502.02
2	Cam-Crete Contracting	$196,275.00	($35,765.00) $160,510.00	($72,503.00) $123,772.00
3	Reliable Paving, Inc.	$216,627.00	($38,588.00) $178,039.00	($78,549.00) $138,078.00
4	Leetech Solutions, LLC	$229,964.00	($37,118.00) $192,846.00	($76,729.00) $153,235.00
5	Bean Electrical, Inc.	$257,091.00	($49,995.50) $207,096.00	($103,858.00) $153,233.00

Given Federal deadlines for use of CDBG funds, the project cannot be rebid.

The City's consultant, Teague Nall & Perkins, provided engineering services for this project.

RECOMMENDATION

Staff recommends that the City Council recommend that Tarrant County award the 45th year Community Development Block Grant Project to C. Green Scaping, LP for Option 2 in the amount of $151,159.60 and utilize $21,159 from the Capital Projects Fund to cover the balance of the project.

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
6/18/20	C-332	Award Fence Construction Project to F & M Fence	1 of 2

At the December 19, 2019 work-session, City Council agreed to seek competitive bids for a high-quality cedar wood fence directly abutting the existing masonry wall on Benbrook Boulevard between Amory Drive and Overcrest Drive (a.k.a. the Westpark Wall, Figure 1). Subsequently, affected property owners were notified and the project was posted for bid. The bids were opened on March 13, 2020. Gladiator Fence submitted the low bid of $225,105. The bids were higher than anticipated and reflected the then booming (pre COVID-19) economy.

On the day of the bid opening, events escalated with the COVID-19 pandemic. President Donald Trump, Governor Greg Abbott, and County Judge Glen Whitley issued Declarations of Disaster for the United States, the State of Texas and the Tarrant County, respectively.

Due to the potential economic impact of COVID-19 and the higher than anticipated bids, staff rebid the project to secure better prices.

Staff also added, as a bid alternate, the Winchester fence section (see Figure 1) to leverage this strategic opportunity. There was no presumption that City Council would move forward with this additional section, but the bid alternate gives flexibility and potential cost savings without any commitment on the part of the City.

City Council may choose to award the Westpark fence as a stand-alone project. In that scenario, the Winchester section can be rebid at a later time if City Council decides to fund the project in the future.

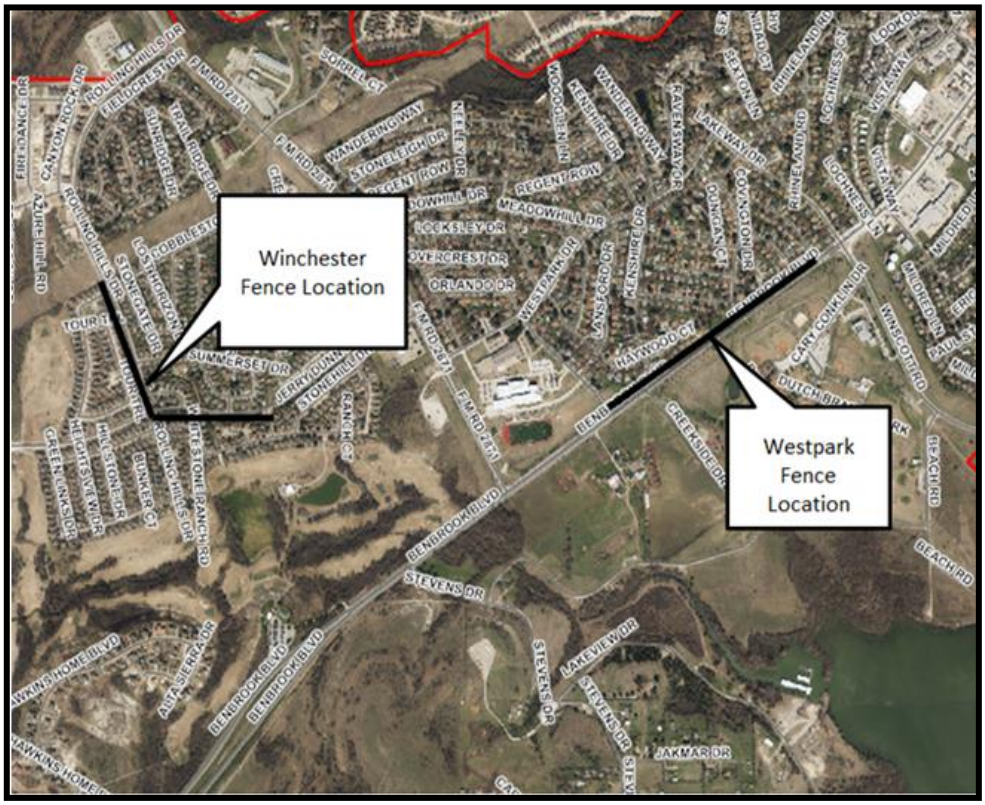


Figure 1

SUBMITTED BY:	DISPOSITION BY COUNCIL: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY: CITY SECRETARY
CITY MANAGER		DATE:

BIDS RECEIVED

Bids were received and opened on May 26, 2020, with the following results:

Rank	Company	Westpark Fence	Winchester Fence Alternate	Total Cost
1	F & M Fence	$171,230.00	$130,940.00	$302,170.00
2	Blue Bird Con.	$188,895.10	$147,450.00	$336,345.10
3	Gladiator Fence	$193,455.00	$147,078.00	$340,533.00
4	Toprail Con.	$197,764.33	$149,820.30	$347,584.63
5	Buzz Fence	$207,984.14	$163,440.71	$371,424.85
6	Magnolia Fence	$236,885.00	$188,150.00	$425,035.00
7	Diamond Fence	$230,280.00	$181,020.00	$411,300.00
8	Bills Fence	$246,875.00	$194,775.00	$441,650.00

Rebidding the project (Westpark section) resulted in a savings of $53,875. The Winchester fence alternate approximately doubles the total linear feet of fencing while costing less per linear foot.

FINANCING

City Council has set aside $250,000 in the current FY 2019/2020 budget. If both sections are selected by City Council, General Fund reserves in the amount of $52,170 will be utilized.

F & M Fence has worked well with the City on multiple City projects. In addition, the contractor has constructed many fences for Benbrook residents known by staff, all with favorable reviews.

RECOMMENDATION

Staff recommends that City Council approve the construction contract for F & M Fence and determine whether to add the Winchester alternate and if so, transfer $52,170 from General Fund reserves to cover the unfunded balance of the project.

STANDARD FORM CONSTRUCTION AGREEMENT

THE STATE OF TEXAS

COUNTY OF TARRANT

THIS AGREEMENT is entered into by and between the CITY OF BENBROOK, a municipal corporation, hereinafter called "OWNER," and

F+M FENCE, INC

hereinafter called "Contractor."

Owner and Contractor in consideration of the mutual covenants contained in this Agreement, agree as follows:

ARTICLE 1. WORK

Contractor covenants and agrees to perform the Work in every detail as specified and indicated in the Contract Documents. All of which are incorporated in this Agreement in their entirety as though written word for word. The Work is described as follows:

Construction of Westpark Fence Project on Benbrook Blvd Between Amory Drive and Overcrest Drive And Winchester Fence Project on Rolling Hills Drive and Jerry Dunn Parkway Between Oncor Easement and Trinity Ranch Road as outlined in the Specifications including other incidentals as necessary to complete the project in accordance with these Contract Documents.

ARTICLE 2. CONTRACT PRICE

Owner agrees to pay Contractor for completion of the Work, in accordance with the Contract Documents, for the TOTAL AMOUNT OF: $_____

ARTICLE 3. STATE AND LOCAL SALES AND USE TAXES

The Owner qualifies for exemption from the state and local sales and use taxes pursuant to the provisions of Section 151.309, Texas Tax Code. Therefore, the Contractor shall not pay these taxes which would otherwise be payable in connection with the performance of this Work. The Contractor shall issue an exemption certificate in lieu of the tax on the purchase of:

(a) all materials, supplies, equipment and other tangible personal property incorporated into the real property being improved;

(b) all materials, supplies, equipment and other tangible personal property used or consumed by the Contractor in performing the Work.

"Materials and supplies used in the performance of the Work" includes only those materials actually incorporated into the property being improved and those supplies

directly used to incorporate such materials into the property being improved. Overhead supplies and supplies used indirectly or only incidental to the performance of the Work are not included in the exemption. Under "reasons said purchaser is claiming this exemption" in the exemption certificate, the Contractor must name the Owner and the project for which the equipment, material, and supplies are being purchased.

ARTICLE 4. PAYMENT PROCEDURES

The Owner agrees that upon receipt of the Contractor's invoice, the City will verify the value of the work done during the month under the Agreement, based upon the prices furnished in Contractor's bid proposal and the actual quantities of work performed, as measured or verified by the City in accordance with the Contract Documents. Lump sum units shall be estimated and paid on a percentage-of-completion basis. The Contractor shall furnish the City information as may be requested to aid the City as a guide in the verification of Contractor's estimates. The City shall verify and confirm the monthly invoice submitted by the Contractor, subject to the rules set forth in Item 109.5.1 Monthly Estimate of the NCTCOG Standard Specifications. If the confirmed value of the work done since the last previous estimate exceeds $100.00 in amount, a percentage of such confirmed sum will be paid to the Contractor about fifteen (15) days after receipt of Contractor's invoice. Owner shall not be liable for interest on any delayed, disputed or delinquent payment, pursuant to Item 109.5.1 Monthly Estimate of the NCTCOG Standard Specifications; this sentence and Item 109.5.1 Monthly Estimate of the NCTCOG Standard Specifications shall constitute the sole, controlling contract terms with respect to interest owed on delayed, disputed or delinquent payments in lieu of Article 601f, Vernon's Texas Civil Statutes. Payment may include amounts for acceptable, non-perishable materials delivered to the job site, based on the net invoice value as presented in the Contractor's invoice, and confirmed by the City. The percentage retained by the Owner shall be as provided in Item 109.5.2 of the Standard Specifications and General Conditions, as amended, hereinafter called "Standard Specifications." In no event shall payment for any bid item of work exceed the unit price for the item stated in Contractor's Bid Proposal, nor shall payment be made in excess of quantities of work constructed or supplied.

ARTICLE 5. CONTRACT TIME

Contractor agrees to commence work under this Agreement on a date to be specified in a work order of the City Engineer, and to complete fully all the Work within **120 Calendar Days** thereafter. The Contractor agrees to pay as liquidated damages the sum of five hundred dollars zero cents ($500.00) DOLLARS for each calendar day thereafter, as provided in Item 108.8.1 of the Standard Specifications.

ARTICLE 6. WARRANTY

Contractor shall guarantee that the Work it performs shall be free from any defects in workmanship and materials for the period of not less than shown on the Bid Form from the date of completion thereof. Contractor shall be responsible for the replacement or repair, without additional charge, of all of the work done or furnished in accordance with its contract which shall become defective within the time period shown on the Bid Form after the completion of the Work it performs. The correction of such Work shall include, without additional charge, all additional expenses and damages (excluding consequential and punitive damages) in connection with such removal or replacement of all or any part of the Work and common areas of work which may be damaged or disturbed thereby. All such warranties or guarantees as to materials or workmanship of or with respect to the Work shall be contained in the contract with the Contractor which shall be so written that such guarantees or warranties shall inure to the benefit of both the City and Contractor, as their respective interests may appear and can be directly enforced by either.

ARTICLE 7. CONTRACT DOCUMENTS

(a) **Documents Listed.** The Contract Documents which comprise the entire Agreement between Owner and Contractor for the performance of and payment for the Work consist of the following:

(1) Notice & Special Instructions to Bidders;

(2) Proposal & Addendum;

(3) This Agreement;

(4) Warranty;

(5) Attachments to this Agreement including the Certificate of Insurance;

(6) Special Specifications including Prevailing Wage Rates;

(7) North Central Texas Council of Governments Standard Specification for Public Works Construction, latest edition with revisions (hereinafter referred to as the Standard Specifications, and available separately);

(8) Work order issued by Owner in accordance with Item 103.2 and Item 103.6 of the Standard Specifications;

(b) **Amendments.** The documents listed in Items 1 through 8 above are attached to this Agreement except as expressly noted above. There are no Contract Documents except those listed in Items 1 through 8 above. The Contract Documents may be amended to provide for additions, deletions, or revisions to the Work or to modify the terms of the Contract Documents in one or more of the following ways:

(1) a formal written amendment;

(2) a Change Order (pursuant to Item 104.2 of the Standard Specifications); or

(3) a work change directive, the price of which is negotiated in a later change order.

(c) **Minor Variations.** In addition, the requirements of the Contract Documents may be supplemented and minor variations or deviations in the Work which do not involve an adjustment in the Contract Price or the Contract Time and are compatible with the design concept of the completed Contract Work as a functioning whole, may be authorized in one or more of the following ways:

(1) a field order by the City Engineer;

(2) the City Engineer's approval of shop drawings in accordance with Item 105.3 of the Standard Specifications,

(3) the City Engineer's written interpretation or clarification.

IN TESTIMONY WHEREOF, the CITY OF BENBROOK has caused this instrument to be signed in its corporate name, and on its behalf by the Mayor, duly authorized to execute this instrument, passed by the City Council on _____ _____, a corporation acting by and through its duly authorized officials, thereby binding themselves, their heirs, successors, assigns and representatives for the faithful and full performance of the terms and provisions of this Agreement, individually, jointly and severally.

EXECUTED this the_____ day of _____ 2020.

City of Benbrook _____	_____
_____	_____
Mayor	Contractor
ATTEST:	ATTEST:
_____	_____