

**AGENDA
BENBROOK CITY COUNCIL
THURSDAY, MAY 21, 2020
911 WINSOTT 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**

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 7:00 p.m. on Thursday May 21, 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.

I. CALL TO ORDER

II. CITIZEN COMMENTS ON ANY AGENDA ITEM

III. MINUTES

1. Approve Minutes Of The Regular Meeting Held May 7, 2020

Documents:

IV. PRESENTATION BY TAX INCREMENT FINANCING BOARD OF DIRECTORS

TIF-2020-01 Approve 380 Economic Development Agreement Between City Of Benbrook And BBT Crossing, LTD

Documents:

[TIF-2020-01 380 AGREEMENT.PDF](#)
[TIF-2020-01 AGREEMENT WITH EXHIBIT \(1\).PDF](#)

V. REPORTS FROM CITY MANAGER

A. GENERAL

G-2466 Accept Finance Report For Period Ending April 30, 2020

Documents:

[G-2466 FINANCE REPORT APR 20.PDF](#)
[G-2466 REVENUE CHART APR 20.PDF](#)
[G-2466 EXPENDITURE CHART APR 20.PDF](#)
[G-2466 SALES TAX COMPARISON APR 20.PDF](#)

B. PURCHASE

P-283 Purchase 2020 Spartan Gladiator Chassis Ladder Truck

Documents:

[P-283 PURCHASE LADDER TRUCK.PDF](#)

VI. 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

VII. 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.

VIII. ADJOURNMENT



**MINUTES
OF THE
MEETING OF THE
BENBROOK CITY COUNCIL
THURSDAY, MAY 7, 2020**

The regular meeting of the Benbrook City Council was held on May 7, 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
Cathy Morris, EDC Director
Rick Overgaard, Finance Director

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 April 16, 2020

Motion by Dr. Marshall, seconded by Ms. Franklin to approve the minutes of the regular meeting held April 16, 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. PRESENTATION BY BENBROOK ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS

EDC-2020-01 Approve Economic Development and Performance Agreement between the Benbrook Economic Development Corporation and ABIC, LLC

Cathy Morris gave the following report: Timber Creek Shopping Center, 931 Winscott Road, was constructed in 1984, and offers 17,486 square feet of retail space. The current owners, ABIC, LLC, have recently invested in exterior improvements, to include a new pylon sign and new walkway lighting. ABIC intends to invest additional capital in aesthetic improvements.

In an effort to partner in an overall significant improvement to the aging center, the Benbrook Economic Development Corporation (BEDC) board of directors asked staff to encourage the property owners to expand the scope of their original ideas for exterior improvements, and to draft a developer agreement addressing the desires of all parties.

ABIC, LLC is seeking financial assistance from the BEDC in the amount of \$150,000 to offset anticipated total project costs of approximately \$200,000 for improvements to the exterior of the space, based on recent construction bids to perform parking lot improvements, new outside paint, new building façade materials, landscape features, and building signage.

The BEDC has determined that the proposed project and improvements will create or sustain jobs as defined by the Development Corporation Act of the Texas Local Government Code, and that the expenditure of the BEDC for improvements is suitable or required for the development of new and expanded business enterprise, and falls within the definition of a project.

The BEDC has also determined that improvements to the center will increase the taxable value of the center.

The Development and Performance Agreement between the Benbrook Economic Development Corporation and ABIC, LLC, outlines the entire project, and all covenants of each party. Per the agreement, ABIC, LLC agrees to complete the improvements no later than December 31, 2020, and to provide all appropriate documentation verifying costs. The BEDC agrees to reimburse ABIC for paid invoices to construct the improvements, not to exceed \$150,000, plus the cost of associated city building permit fees.

Attorneys for both parties have reviewed and approved the agreement. At their May 4, 2020 special meeting, the BEDC board approved the agreement, and is seeking city council ratification.

Mayor Dittrich opened the public hearing at 7:38 p.m. Mayor Dittrich allowed 3 minutes for any public comments via telephone conference. There were no public comments received.

Mayor Dittrich closed the public hearing at 7:41 p.m.

Motion by Ms. Franklin, seconded by Mr. Phillips to approve the Development and Performance Agreement between the BEDC and ABIC, LLC to reimburse ABIC for costs associated with improvements to Timber Creek Shopping Center, not to exceed \$150,000, plus the cost of associated city building permit fees.

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.

EDC-2020-02 Approve Converting the BEDC Storefront Grant to a Disaster Relief Grant with a Corresponding Budget Adjustment to Fund Emergency Grants for Small Businesses

Cathy Morris gave the following report: The Benbrook Economic Development Corporation (BEDC) promotes a diverse and vital economy by attracting new business, retaining and supporting existing businesses, facilitating desired development, and by promoting Benbrook to new residents and visitors.

In response to the COVID-19 pandemic, federal, state, and local governmental entities and other organizations have initiated legislation and programs designed to assist small businesses who have been negatively impacted by stay-at-home orders and subsequent loss of income. Many Texas cities and economic development corporations are crafting programs tailored to the needs of their business community.

In support of Benbrook's existing businesses, and as aligned with the BEDC mission, the BEDC board of directors has approved a temporary emergency grant to address the current needs of small businesses impacted by the COVID-19 pandemic.

BEDC recommends converting the current BEDC Storefront Grant Program to a temporary Disaster Relief Grant program. The Storefront Grant fund is currently near depletion for the remainder of the fiscal year, and the Disaster Relief can be funded and made available until the end of fiscal year 2020, or until funds are depleted. The BEDC may revisit the new program, its impact, and possible future funding at any time.

The BEDC Disaster Relief Grant program is solely intended to assist Benbrook commercial (retail/service/office) small businesses by funding mortgage and lease payments due. The grant will be available on a first-come, first-serve basis.

The goal of the program is to provide financial assistance in the form of a one-time, one-month mortgage or lease payment, up to \$5,000 per eligible local business.

BEDC reserves the right to review and approve an applicants' eligibility for a second month of mortgage/rental assistance, by making available any remainder of the \$5,000 original cap per business, and assuming all other eligibility criteria applies. A single business will not be eligible to receive more than a total of two months mortgage/lease grant assistance under this program, and no more than \$5,000 total per business.

To be eligible to participate in the BEDC Disaster Relief Grant program, a business must meet all the following criteria:

- A. Be a storefront commercial (retail sales, service, or office) business within the city limits of Benbrook, Texas.
- B. Currently pay a mortgage or lease/rent payment for the business.
- C. Have a financial need as a result of lost income due to the COVID-19 pandemic.
- D. Employ no more than 100 employees.
- E. At the time of grant application, have received no funding from the *Coronavirus Aid, Relief, and Economic Security* (CARES) Act - Small Business Administration (SBA) Paycheck Protection Program (PPP).
- F. Not be a home-based business.
- G. Have been in operation in Benbrook prior to January 1, 2020.
- H. Have no outstanding code violations.
- I. Be in good standing, and up to date on all property taxes owed.
- J. Agree to provide requested mortgage/lease documentation to confirm current arrangement and verify mortgage/lease amount due.
- K. Agree to provide requested documentation to verify that BEDC Disaster Relief Grant assistance was used to pay mortgage/lease payments, per the terms of the mortgage/lease documentation provided.

The City attorney has reviewed and approved the grant application material.

At their May 4 special meeting, the BEDC board submitted a finding that converting the BEDC Storefront Grant to a temporary emergency grant is a project that aligns with their mission and is allowed and defined by their authority under Section 505.157 of the Texas Local Government Code. The board recommends the creation of a Disaster Relief Grant to support business expansion and retention by providing financial assistance in the form of mortgage or lease payments to eligible small businesses per application criteria and is seeking a budget adjustment of \$500,000 to fund the Disaster Relief Grant program.

Mayor Dittrich opened the public hearing at 7:48 p.m. Mayor Dittrich allowed 3 minutes for any public comments via telephone conference. There were no public comments received.

Mayor Dittrich closed the public hearing at 7:51 p.m.

Motion by Dr. Marshall, seconded by Mr. Ward to approve and ratify converting the Storefront Improvement Grant to the Disaster Relief Grant and approve a budget adjustment of \$500,000 to be made available to fund disaster relief mortgage/lease grants to eligible Benbrook businesses.

Vote on the Motion by Roll Call:

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

Noes: None

Motion carried unanimously.

V. REPORTS FROM CITY MANAGER

G-2462 Accept Finance Report for period ending March 31, 2020

Rick Overgaard gave the following report: General Fund revenues for the month of March were \$1,498,696. Major revenues collected for the month include Property taxes of \$133,684, Franchise taxes of \$855,240, Fines and Forfeitures of \$60,811, Charges for Services of \$89,691, and Permits of \$30,427. Sales tax collected and recognized as revenue in March was \$315,310. Fiscal year to date sales tax is 22.73% greater than last year at this time. General Fund revenues collected through the end of March were \$16,645,945 and 79.0% of the budget.

General Fund expenditures for the month of March were \$1,256,384. Fiscal year to date expenditures were \$9,695,254 and 46.1% of the adopted budget.

Total General Fund revenues of \$16,645,945 were greater than General Fund expenditures of \$9,695,254 by \$6,950,691.

Debt Service revenues for the month of March totaled \$4,695 and were all from property tax. Fiscal year to date revenues total \$1,530,947. There were no expenditures in March. The next debt services payments will be made the end of July. Total revenues of \$1,530,947 exceeded total expenditures of \$1,497,770 by \$33,177.

EDC revenues as of March 31, 2020, were \$911,231. EDC expenditures through the end of March were \$566,628. Total revenues exceeded total expenditures by \$344,603.

Total revenues received through March 31, 2020 were \$1,557,341 from stormwater utility fees, mineral lease revenue, and interest earnings. Total expenditures for the Capital Projects Fund were \$2,226,343 through the end of March. March expenditures included the following projects: Claret Court Drainage and Clearfork Emergency Access Bridge. Total expenditures exceeded total revenues by \$669,002. Enough 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 March 31, 2020, the City had \$23,223,730 invested at varying interest rates; the EDC had \$4,725,616 available.

Motion by Ms. Franklin, seconded by Mr. Ward to accept the finance report for the period ending March 31, 2020.

Vote on the Motion by Roll Call:

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

Noes: None

Motion carried unanimously.

G-2463 Approve Investment Report for the quarter ending March 31, 2020

Rick Overgaard gave the following report: The Public Funds Investment Act (PFIA), Texas Government Code and the City's Investment Policy require that an Investment Report be presented to City Council.

The Investment Committee met on April 22, 2020, to review the report and ensure compliance with the City's investment policy.

- The total portfolio for the City and EDC at March 31, 2020 is \$27,949,346, with 83% or \$23,223,730 belonging to the City, and 17% or \$4,725,616 to the EDC.
- 27% of the combined portfolio is in bank accounts, with 51% in local government investment pools, 2% in agency notes, and 20% in certificates of deposit.
- The weighted average maturity on the combined portfolio is 49 days with a 1.21% average yield to maturity.

The average yield to maturity increased slightly this quarter because of the purchase of securities prior to the continued decline in market interest rates.

Motion by Dr. Marshall, seconded by Mr. Phillips to accept the Investment Report for the quarter ending March 31, 2020.

Vote on the Motion by Roll Call:

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

Noes: None

Motion carried unanimously.

G-2464 Adopt Resolution denying Oncor Distribution Cost Recovery Factor Filing

Rick Overgaard gave the following report: The City of Benbrook is an electric utility customer of Oncor Electric Delivery Company LLC (“Oncor” or “Company”). The Oncor Cities Steering Committee (“OCSC”) is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor’s service area in matters before the Public Utility Commission (“PUC” or “Commission”) and the courts.

On April 3, 2020, Oncor filed an Application to Amend its Distribution Cost Recovery Factor (“DCRF”) with each of the cities retaining original jurisdiction and with the Commission in Docket No. 50734. In the filing, the Company sought to increase distribution rates by \$75.9 million annually (an approximately \$0.88 increase to the average residential customer’s bill).

The resolution authorizes the City to join with OCSC to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The purpose of the Resolution is to deny the DCRF application proposed by Oncor.

Motion by Mr. Wilson, seconded by Ms. Mackey to adopt Resolution Number 2020-05 denying the Distribution Cost Recovery Factor application proposed by Oncor.

Vote on the Motion by Roll Call:

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

Noes: None

Motion carried unanimously.

Resolution No. 2020-05 being “A RESOLUTION OF THE CITY OF BENBROOK, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC’s APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOIULD BE DENIE; AUTHORIZING PARTICIPATION WITH ONCOR CITIES STEERING COMMITTEE; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY’S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.”

G-2465 Adopt Resolution for Participation in Tarrant County Community Development Block Grant Program 2021-2023

Jim Hinderaker gave the following report: federal funds to improve housing and neighborhoods for low to moderate income residents. There are three ways a community can participate in the CDBG Program:

1. As an entitlement city, for cities with a population of more than 50,000 people, or
2. Under the State and Small City program, where Benbrook would compete for funds with all other small cities in the State, or
3. Under the Urban County program, for counties with a population of more than 200,000.

The United States Department of Housing and Urban Development (HUD) has reduced program funding so Tarrant County has opted to allow entitled cities to participate in the program annually and the remaining cities to request funds every other year. This staggered approach allows the award amounts to be sufficient to fund larger projects. Benbrook is allowed to submit applications during odd years.

Benbrook has participated in Tarrant County's program since 1975, along with 20 other communities and has received over \$3.5 million in grant funds. Each grant award ranges from \$120,000 to \$150,000 depending on the amount of available funding.

To participate in the program, Benbrook must adopt a Resolution authorizing participation for a three-year period.

The Resolution states that Benbrook will continue to participate in the County's program through 2023, comply with all applicable federal laws and regulations, and not seek CDBG funds through other sources. Benbrook can opt out of the County program at any time.

Motion by Dr. Marshall, seconded by Ms. Franklin to adopt Resolution No. 2020-06 authorizing continued participation in the Tarrant County Community Development Block Grant (CDBG) Program through 2023.

Vote on the Motion by Roll Call:

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

Noes: None

Motion carried unanimously.

Resolution No. 2020-06 being **“RESOLUTION REGARDING CITY OF BENBROOK PARTICIPATION IN TARRANT COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIP AND EMERGENCY SOLUTIONS GRANT CONSORTIUM FOR THE THREE PROGRAM YEAR PERIOD, FISCAL YEAR 2021 THROUGH FISCAL YEAR 2023.”**

VI. INFORMAL CITIZEN COMMENTS

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

VII. COUNCIL MEMBER AND STAFF COMMENTS

Jim Hinderaker gave report on COVID-19.

VIII. ADJOURNMENT

Meeting adjourned at 8:22 p.m.

APPROVED:

Jerry B. Dittrich, Mayor

ATTEST:

Joanna King, City Secretary



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 05/21/20	REFERENCE NUMBER: TIF-2020-01	SUBJECT: Approve 380 Economic Development Agreement between the City of Benbrook and BBT Crossing, LTD.	PAGE: 1 of 2
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On February 5, 2016, the City of Benbrook entered into the First Amendment to the Developer Participation Agreement for Benbrook Towne Crossing Project (Underlying Agreement) with BBT Crossing, LTD., BBT Crossing GP Corporation and Bo Peek Limited, which are all companies wherein Brad H. Bowen is either the manager or president having authorization to sign the Underlying Agreement. The Underlying Agreement outlines a number of Tax Increment Finance District (TIF) construction projects already completed including (1) design and construction of a portion of Vista Way located between Mercedes Street and the I-20 frontage road, (2) Benbrook Field Drive (abutting the south side of McDonalds), (3) an access drive between Benbrook Field Drive and the Albertson's (now CubeSmart's) parking lot, and (4) a traffic signal at Benbrook Field Drive and Benbrook Boulevard. The same agreement also requires a yet to be completed access drive between Mercedes Street and the Walmart parking lot.

Due to changing development plans, the city no longer desires to construct the 24-foot wide access drive between Mercedes Street and the Walmart parking lot as required under Section V (C and D) of the Underlying Agreement. In fact, the required access drive is now an impediment to the currently planned redevelopment. BBT Crossing, LTD has agreed to waive this requirement in exchange for the city covering the design and construction costs (see Exhibit A – The "Project" attached to the 380 Economic Development Agreement) associated with the previous oversizing of an off-site drainage system that benefited Mr. Bowen's future drainage needs to develop a portion of a vacant tract of land located south of CubeSmart, north of Mercedes Street and west of Benbrook Boulevard.

To summarize the proposed 380 agreement, Bowen will waive the requirement for the access drive in exchange for the city waiving the amount owed by Bowen for the oversizing of the off-site drainage system installed during the construction of Vista Way.

The cost to design and construct the access drive between Mercedes Street and the Walmart parking lot is estimated to be approximately \$70,000. The design and construction cost of the oversizing of the off-site storm drainage system was \$42,210. The EDC will likely reimburse the TIF for this already incurred cost.

Chapter 380 of the Texas Local Government Code authorizes the grant of public funds to promote economic development to stimulate business and commercial activity in the city.

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

RECOMMENDATION

Staff recommends that the City Council approve the 380 Economic Development Agreement between the City of Benbrook and BBT Crossing, LTD and further authorize Andy Wayman, City Manager, to execute said agreement on behalf of the City.

**380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF BENBROOK AND BBT CROSSING, LTD.**

This 380 Economic Development Agreement (the “Agreement”) is entered into as of May 21, 2020 (the “Effective Date”) by and among the City of Benbrook (the “City”), located in the Tarrant County, State of Texas, by and through its City Manager, and BBT Crossing, Ltd. (“BBT”), a Texas limited liability company, acting by and through its duly-authorized President, Bradford H. Bowen. In consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows

ARTICLE 1.
RECITALS

WHEREAS, the City and BBT are parties to the “First Amendment to Developer Participation Agreement for Benbrook Towne Crossing Project, dated February 5, 2016 (“Underlying Agreement”) setting forth rights, duties and obligations of each party with respect to (among other things) the extension of Vista Way and the construction of Benbrook Field Drive to enhance development in the City of Benbrook; and

WHEREAS, Section V(C and D) of the Underlying Agreement requires the City, at its expense, to acquire an easement and construct an access drive; and

WHEREAS, the parties have determined that the access drive is no longer needed, and BBT is willing to waive this requirement in exchange for the City paying for the design and construction costs associated with the oversizing of an off-site drainage system as described in the attached Exhibit A (the “Project”) that will benefit BBT’s development in the City of Benbrook; and

WHEREAS, the parties intend to amend the Underlying Agreement to delete Section V(C and D) once this Agreement is executed; and

WHEREAS, the City recognizes the importance of its continued role in economic development; and

WHEREAS, Chapter 380 of the Texas Local Government Code (the “Act”) authorizes the grant of public funds and assets to promote economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the successful completion of the Benbrook Towne Crossing Project is vital to promoting economic development in the City of Benbrook; and

WHEREAS, pursuant to Section 380.001 of the Act, with this Agreement the City establishes an economic development program to continue the support of the Benbrook Towne Crossing Project (the “Program”); and

WHEREAS, the City Council finds that this Agreement will effectuate the purpose of the Program and that BBT's performance of its obligations herein will promote economic development and stimulate commercial activity in the City.

ARTICLE 1.
AUTHORIZATION

The City finds and determines that this Agreement is authorized and governed by the Act.

ARTICLE 2.
TERM

The term of this Agreement shall commence on the Effective Date.

ARTICLE 3.
COVENANTS OF BBT

BBT agrees to waive the City's obligations under Section V(C and D) of the Underlying Agreement and continue to perform its duties and obligations under that agreement.

ARTICLE 4.
INCENTIVES PROVIDED BY THE CITY TO BBT

The City agrees to pay for the design and construction costs associated with the oversizing of an off-site storm drainage system as described in the attached Exhibit A (the "Project"). The City participation shall be capped at Forty-Two Thousand Two Hundred Ten Dollars (\$42,210.00). Any costs associated with the Project over that amount shall be the responsibility of BBT.

ARTICLE 5.
AUTHORITY; COMPLIANCE WITH LAW

- 5.01 BBT hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by BBT and this Agreement constitutes the legal, valid and binding obligation of BBT, and is enforceable in accordance with its terms and provisions.
- 5.02 Notwithstanding any other provision of this Agreement, BBT shall comply with all federal, state, and local laws.
- 5.03 During the term of this Agreement, BBT agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), BBT shall repay the amount of the Note forgiven under this Agreement as of the date of such violation within 120 business days after the date BBT is notified by the City of such violation, plus interest at the rate Benbrook is paying on the most recent issuance of bonded indebtedness prior to BBT's violation of this Section.

ARTICLE 6.
DEFAULT AND REMEDIES

- 6.01 Default by BBT. In the event: (i) BBT fails to fulfill its obligations of this Agreement; (ii) BBT has delinquent ad valorem or sales taxes owed to the City provided that BBT retains the right to timely and properly protest and/or contest any such taxes; (iii) BBT materially breaches any of the material terms and conditions of this Agreement, then BBT after the expiration of the notice and cure periods described herein, or (iv) BBT experiences an Event of Bankruptcy shall be in default of this Agreement. In the event of such a default, City shall give BBT written notice of such breach and/or default, and if BBT has not cured such breach or default within 90 days after receipt of such notice, the City may terminate this Agreement by written notice to BBT, and the City shall have no further obligation to BBT. This Section shall survive termination of this Agreement.
- 6.02 No Waiver. No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City.

ARTICLE 7.
VENUE AND GOVERNING LAW

This Agreement is fully performable in Tarrant County, Texas and venue of any action arising out of this Agreement shall be exclusively in Tarrant County, Texas. To the extent permitted by law, the substantive laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state courts in Tarrant, Texas.

ARTICLE 8.
FORCE MAJEURE

Performance of BBT's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and BBT's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, inability to obtain, any permit and/or legal authorization (including engineering approvals by any governmental entity), inability to obtain, governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

ARTICLE 9.
ASSIGNMENT

BBT may not assign any part of this Agreement without consent or approval by the City. If BBT elects to subdivide the Property for additional development, the Agreement shall not be terminated provided the obligations set forth in this Agreement are achieved.

ARTICLE 10.
INDEMNIFICATION

- 10.01 **BBT EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF BBT OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT IN THE PERFORMANCE OF THIS CONTRACT.** This provision is solely for the benefit of the City, and its officers and employees, and is not intended to create or grant any rights, contractual or otherwise, in or to any other person. This Section shall survive termination of this Agreement.
- 10.02 Nothing in this Agreement shall be construed as waiving any governmental immunity available to the City under state law.
- 10.03 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City (including its past, present and future officers, elected officials, directors, employees and agents of the City) does not assume any responsibility to any third party in connection with BBT's construction of the Development.

ARTICLE 11.
MISCELLANEOUS MATTERS

- 11.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 11.02 Agreement Subject to Applicable Law. This Agreement is made subject in accordance with the Benbrook Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws, violation of which shall constitute a default of this Agreement.

- 11.03 Interpretation. Each of the Parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.
- 11.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 11.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 11.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.
- 11.07 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this Subsection.

BBT: BBT Crossing, Ltd.

 Attn: _____
 Telephone: _____

With a copy to: _____

 Telephone: _____

CITY: City of Benbrook
 911 Winscott Road
 Benbrook, Texas 76126
 Attn: _____
 Telephone: (817) 249-3000

With a copy to:

Betsy Elam
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107
Telephone: (817) 332-2580

- 11.08 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.
- 11.09 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

REMAINDER OF PAGE LEFT BLANK

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

CITY OF BENBROOK

By: _____

Name: Andy Wayman

Title: City Manager, City of Benbrook

Date: _____

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on _____, 20__ by _____, known personally by me to be the _____ of the City of Benbrook, on behalf of said City.

[Notary Seal]

Notary Public, State of Texas

APPROVED AS TO FORM AND LEGALITY:

Betsy Elam, Legal Counsel

**BBT CROSSING, LTD.,
a Texas limited liability Company**

By: _____

Name: Bradley H. Bowen

Title: President

Date: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____, 20__ by
_____, known personally by me to be the _____ of BBT Crossing,
Ltd., on behalf of said entity.

[Notary Seal]

Notary Public, State of Texas

Vista Way Scope of Services Agreement

Jim Hinderaker <JHinderaker@benbrook-tx.gov>

Thu 4/26/2018 11:13 AM

To: Brad Bowen <brad@trinitypartnerstexas.com>

Cc: Bennett Howell <BHowell@benbrook-tx.gov>; Heath Haseloff <hhaseloff@benbrook-tx.gov>

 1 attachments (121 KB)

Vista Way Scope of Services Amendment Agreement.pdf;

Good morning Brad,

Attached is the scope of services amendment agreement from Dunaway to the City, which includes our discussed changes related to the upsizing of the two drainage pipes crossing Vista Way and the associated outfall structures needed to eliminate any future need for detention ponds on the balance of your undeveloped commercial property located between Vista Way and Benbrook Blvd., north of Mercedes.

The reason I'm sending you a copy of this agreement is to confirm your previous verbal commitment to the City to pay for the overage cost associated with the upsizing "design and materials/construction" necessary to accommodate the increased stormwater flows.

Specifically, please refer to Item No. 1 on the Scope of Services agreement, Item No. 1 on the page titled WORK TO BE PERFORMED and all items included on the page titled Differences associated with drainage revisions:

In summary, the upsizing costs are as follows:

- Design - \$10,000
- Materials & Installation - \$32,210

Please confirm in writing (email ok) that you are in agreement with these increased costs and that you understand you are responsible for said costs and further agree to pay said costs.

Let me know if you have any questions.

Jim Hinderaker
Assistant City Manager
City of Benbrook
817.249.6005

SUPPLEMENTAL AGREEMENT #2 FOR PROFESSIONAL SERVICES SCOPE OF SERVICES

Scope of Services

The purpose of this agreement is to amend the existing agreement between the City of Benbrook and Dunaway Associates, L.P. to change in the scope of services as follows:

1. Vista Way Drainage Design Revisions and Outfall Structures. This task involves the re-design of drainage structures to accommodate the future development east of Vista Way. This consists of upsizing the pipes on Line A and Line B, and to evaluate and provide upgraded outfall structures to support the un-detained fully developed design storm.
2. Revisions and quantity updates to the TxDOT/US 377 plan set as agreed upon by email on 9/20/2017 including:
 - a. Updates and revisions to the quantities based on discussions with Gary Beck, the TxDOT project manager for the US 377 project.,
 - b. Addition of one pavement striping sheet as requested by TxDOT,
 - c. Addition of an intersection layout sheet, as requested by TxDOT.
 - d. In addition to this work, which was delivered on 10/17/2017, additional coordination has taken place to assist in finalizing the change order to secure reimbursement.
3. Cubesmart Driveway.
 - a. Relocated driveway to match revised alignment
 - b. Completed a set of plans for the intent of bidding, removed only sheets relevant to this driveway and placed them in the Vista Way set.
 - c. Provided easement document for the updated driveway location.
4. Revision to sanitary sewer horizontal and vertical alignment, and subsequent adjustments to water line and storm drain line B based on input from the developer and the Benbrook Water Authority. These revisions affected eleven pages, and generally consist of:
 - a. Realignment of the entire sanitary sewer system,
 - b. Adjustment to the water pipe to eliminate pipe changes and encasement as the sanitary sewer is no longer within nine feet of the sanitary sewer system.
 - c. Horizontal and vertical realignment of storm drain line B to eliminate a conflict that would have been created with the relocation of the sanitary sewer, and, due to deepening, an adjustment to minimize inlet depths.

WORK TO BE PERFORMED

1.	Vista Way Drainage Design Revisions and Outfall Structures:	\$ 10,000.00
2.	TxDOT/US 377 Revisions: And additional coordination:	\$ 4,000.00 \$ 1,500.00
3.	Cubesmart Driveway Relocation:	\$ 3,000.00
4.	Revisions to Sanitary Sewer Sheets and affected Storm Drain Sheet	\$ 14,500.00
	Total Additional Services:	\$ 33,000.00

This agreement only changes the scope of services as stated above.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on this the _____ day of _____, 2018.

CITY:
CITY OF BENBROOK, TEXAS

CONSULTANT:
DUNAWAY ASSOCIATES, L.P.
a Texas limited partnership



By: _____

By: Tom Galbreath, ASLA

Title: _____

Title: President



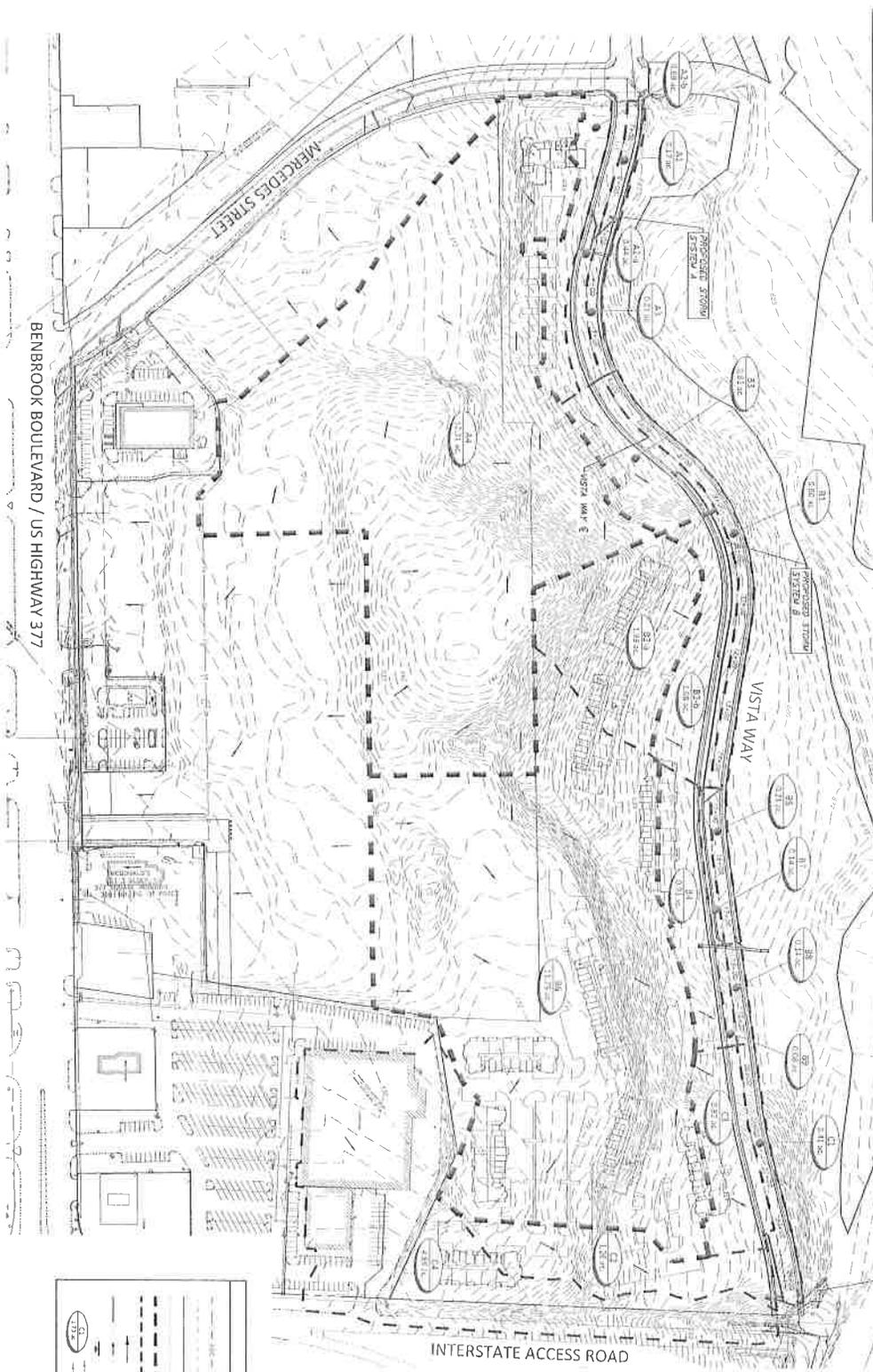
XXXXXX
4/23/2018

Differences associated with drainage revisions:
LAST UPDATED: 4/17/2018

Vista Way Paving and Drainage Improvements			100% QTY (3/20/18)			90% QTY (7/12/17)		Difference:
1	24" RCP	LF		105.00		48	\$ 5,040.00	
2	36" RCP	LF		130.00		93	\$ 12,090.00	
3	42" RCP Class III	LF	137	150.00	\$20,550.00	113	\$ 16,950.00	
4	48" RCP Class III	LF	158	180.00	\$28,440.00			
5	48" End Cap	EA	1	1,500.00	\$1,500.00			
6	48" Safety End Treatment	EA	1	5,500.00	\$5,500.00			
7	36" Safety End Treatment	EA		4,000.00		1	\$ 4,000.00	
8	12" Tnk Gabion Mattress	SY	79	275.00	\$21,725.00	27	\$ 7,425.00	
DRAINAGE SUBTOTALS					\$77,715.00		\$45,505.00	\$32,210.00

LEGEND

EXISTING DRAINAGE
 PROPOSED DRAINAGE
 PROPOSED STORM DRAIN
 DRAINAGE AREA SIZE



NOTICE:
 1. DRAINAGE AREAS PROVIDED BY OTHERS BASED ON FUTURE DEVELOPMENT

NO.	AREA	AREA (SQ. FT.)	AREA (AC.)
1	AREA 1	1,234,567	28.1
2	AREA 2	2,345,678	53.7
3	AREA 3	3,456,789	78.9
4	AREA 4	4,567,890	104.1
5	AREA 5	5,678,901	129.3
6	AREA 6	6,789,012	154.5
7	AREA 7	7,890,123	179.7
8	AREA 8	8,901,234	204.9
9	AREA 9	9,012,345	230.1
10	AREA 10	10,123,456	255.3
11	AREA 11	11,234,567	280.5
12	AREA 12	12,345,678	305.7
13	AREA 13	13,456,789	330.9
14	AREA 14	14,567,890	356.1
15	AREA 15	15,678,901	381.3
16	AREA 16	16,789,012	406.5
17	AREA 17	17,890,123	431.7
18	AREA 18	18,901,234	456.9
19	AREA 19	19,012,345	482.1
20	AREA 20	20,123,456	507.3
21	AREA 21	21,234,567	532.5
22	AREA 22	22,345,678	557.7
23	AREA 23	23,456,789	582.9
24	AREA 24	24,567,890	608.1
25	AREA 25	25,678,901	633.3
26	AREA 26	26,789,012	658.5
27	AREA 27	27,890,123	683.7
28	AREA 28	28,901,234	708.9
29	AREA 29	29,012,345	734.1
30	AREA 30	30,123,456	759.3
31	AREA 31	31,234,567	784.5
32	AREA 32	32,345,678	809.7
33	AREA 33	33,456,789	834.9
34	AREA 34	34,567,890	860.1
35	AREA 35	35,678,901	885.3
36	AREA 36	36,789,012	910.5
37	AREA 37	37,890,123	935.7
38	AREA 38	38,901,234	960.9
39	AREA 39	39,012,345	986.1
40	AREA 40	40,123,456	1,011.3
41	AREA 41	41,234,567	1,036.5
42	AREA 42	42,345,678	1,061.7
43	AREA 43	43,456,789	1,086.9
44	AREA 44	44,567,890	1,112.1
45	AREA 45	45,678,901	1,137.3
46	AREA 46	46,789,012	1,162.5
47	AREA 47	47,890,123	1,187.7
48	AREA 48	48,901,234	1,212.9
49	AREA 49	49,012,345	1,238.1
50	AREA 50	50,123,456	1,263.3
51	AREA 51	51,234,567	1,288.5
52	AREA 52	52,345,678	1,313.7
53	AREA 53	53,456,789	1,338.9
54	AREA 54	54,567,890	1,364.1
55	AREA 55	55,678,901	1,389.3
56	AREA 56	56,789,012	1,414.5
57	AREA 57	57,890,123	1,439.7
58	AREA 58	58,901,234	1,464.9
59	AREA 59	59,012,345	1,490.1
60	AREA 60	60,123,456	1,515.3
61	AREA 61	61,234,567	1,540.5
62	AREA 62	62,345,678	1,565.7
63	AREA 63	63,456,789	1,590.9
64	AREA 64	64,567,890	1,616.1
65	AREA 65	65,678,901	1,641.3
66	AREA 66	66,789,012	1,666.5
67	AREA 67	67,890,123	1,691.7
68	AREA 68	68,901,234	1,716.9
69	AREA 69	69,012,345	1,742.1
70	AREA 70	70,123,456	1,767.3
71	AREA 71	71,234,567	1,792.5
72	AREA 72	72,345,678	1,817.7
73	AREA 73	73,456,789	1,842.9
74	AREA 74	74,567,890	1,868.1
75	AREA 75	75,678,901	1,893.3
76	AREA 76	76,789,012	1,918.5
77	AREA 77	77,890,123	1,943.7
78	AREA 78	78,901,234	1,968.9
79	AREA 79	79,012,345	1,994.1
80	AREA 80	80,123,456	2,019.3
81	AREA 81	81,234,567	2,044.5
82	AREA 82	82,345,678	2,069.7
83	AREA 83	83,456,789	2,094.9
84	AREA 84	84,567,890	2,120.1
85	AREA 85	85,678,901	2,145.3
86	AREA 86	86,789,012	2,170.5
87	AREA 87	87,890,123	2,195.7
88	AREA 88	88,901,234	2,220.9
89	AREA 89	89,012,345	2,246.1
90	AREA 90	90,123,456	2,271.3
91	AREA 91	91,234,567	2,296.5
92	AREA 92	92,345,678	2,321.7
93	AREA 93	93,456,789	2,346.9
94	AREA 94	94,567,890	2,372.1
95	AREA 95	95,678,901	2,397.3
96	AREA 96	96,789,012	2,422.5
97	AREA 97	97,890,123	2,447.7
98	AREA 98	98,901,234	2,472.9
99	AREA 99	99,012,345	2,498.1
100	AREA 100	100,123,456	2,523.3

CITY OF BENBROOK, TEXAS

VISTA WAY
 PAIVING AND UTILITIES
 DRAINAGE AREA MAP
 PROPOSED CONDITIONS

DUNAWAY
 503 South Avenue, Suite 200, Fort Worth, Texas 76107
 Tel: 817.251.1111
 Fax: 817.251.1114

**City of Benbrook, Texas
 Public Services Department,
 Engineering Division**

DATE: MAY 21, 2018

SHEET 20

RE: Vista Way Scope of Services Agreement

Brad Bowen <Brad@trinitypartnerstexas.com>

Mon 5/7/2018 1:54 PM

To: Jim Hinderaker <JHinderaker@benbrook-tx.gov>

Cc: Bennett Howell <BHowell@benbrook-tx.gov>; Heath Haseloff <hhaseloff@benbrook-tx.gov>; 'Henry Peek (henrypeek@tx.rr.com)' <henrypeek@tx.rr.com>

Jim this email will confirm that we (BFIP Partners, Ltd.) are in agreement with the stated increased costs of engineering design work in the amount of \$10,000 and cost associated with the upsizing of the drainage facilities necessary to increase storm water flows in the amount of \$32,210 and we acknowledge that we are responsible for said costs and further agree to pay said costs.

Thanks.

Brad Bowen

Brad Bowen

Managing Partner

Trinity Partners Commercial Real Estate

Office: 817-778-4711

Cell: 214-693-7424

Mailing Address:

P.O. Box 96011

Southlake, TX 76092

Physical Address:

450 N Kimball Ave

Suite 100

Southlake, TX 76092

[www.trinitypartnerstexas.com]www.trinitypartnerstexas.com



From: Jim Hinderaker <JHinderaker@benbrook-tx.gov>

Sent: Thursday, April 26, 2018 11:14 AM

To: Brad Bowen <Brad@trinitypartnerstexas.com>

Cc: Bennett Howell <BHowell@benbrook-tx.gov>; Heath Haseloff <hhaseloff@benbrook-tx.gov>

Subject: Vista Way Scope of Services Agreement

Good morning Brad,

Attached is the scope of services amendment agreement from Dunaway to the City, which includes our discussed changes related to the upsizing of the two drainage pipes crossing Vista Way and the associated outfall structures needed to eliminate any future need for detention ponds on the balance of your undeveloped commercial property located between Vista Way and Benbrook Blvd., north of Mercedes.

The reason I'm sending you a copy of this agreement is to confirm your previous verbal commitment to the City to pay for the overage cost associated with the upsizing "design and materials/construction" necessary to accommodate the increased stormwater flows.

Specifically, please refer to Item No. 1 on the Scope of Services agreement, Item No. 1 on the page titled WORK TO BE PERFORMED and all items included on the page titled Differences associated with drainage revisions:

In summary, the upsizing costs are as follows:

- Design - \$10,000
- Materials & Installation - \$32,210

Please confirm in writing (email ok) that you are in agreement with these increased costs and that you understand you are responsible for said costs and further agree to pay said costs.

Let me know if you have any questions.

Jim Hinderaker
Assistant City Manager
City of Benbrook
817.249.6005



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 05/21/20	REFERENCE NUMBER: G-2466	SUBJECT: Accept finance report for period ending April 30, 2020	PAGE: 1 of 2
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GENERAL FUND

General Fund revenues for the month of April were \$646,091. Major revenues collected for the month include Property taxes of \$103,332, Franchise taxes of \$60,597, Fines and Forfeitures of \$18,618, Charges for Services of \$49,081, Other Agency of \$80,063, and Permits of \$19,686. Sales tax collected and recognized as revenue in April was \$304,877. Fiscal year to date sales tax is 21.78% 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 April were \$17,307,394 and 82.1% of the budget.

General Fund expenditures for the month of April were \$1,742,327. Fiscal year to date expenditures were \$11,437,582 and 54.4% of the adopted budget.

Total General Fund revenues of \$17,307,394 were greater than General Fund expenditures of \$11,437,582 by \$5,869,812.

DEBT SERVICE

Debt Service revenues for the month of April totaled \$3,629 and were all from property tax. Fiscal year to date revenues total \$1,534,576. There were no expenditures in April. The next debt services payments will be made the end of July. Total revenues of \$1,534,576 exceeded total expenditures of \$1,497,770 by \$36,806.

ECONOMIC DEVELOPMENT CORPORATION (EDC)

EDC revenues as of April 30, 2020, were \$1,065,536. EDC expenditures through the end of April were \$601,683. Total revenues exceeded total expenditures by \$463,853.

CAPITAL PROJECTS

Total revenues received through April 30, 2020 were \$1,992,478 from stormwater utility fees, mineral lease revenue, TIF payment, and interest earnings. Total expenditures for the Capital Projects Fund were \$2,520,730 through the end of April. April expenditures included the following projects: Vista Way Two Way Conversion and Clearfork Emergency Access Bridge. Total expenditures exceeded total revenues by \$528,252. 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: <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)	PROCESSED BY:
		CITY SECRETARY
CITY MANAGER		DATE:

DATE: 05/21/20	REFERENCE NUMBER: G-2466	SUBJECT: Accept finance report for period ending April 30, 2020	PAGE: 2 of 2
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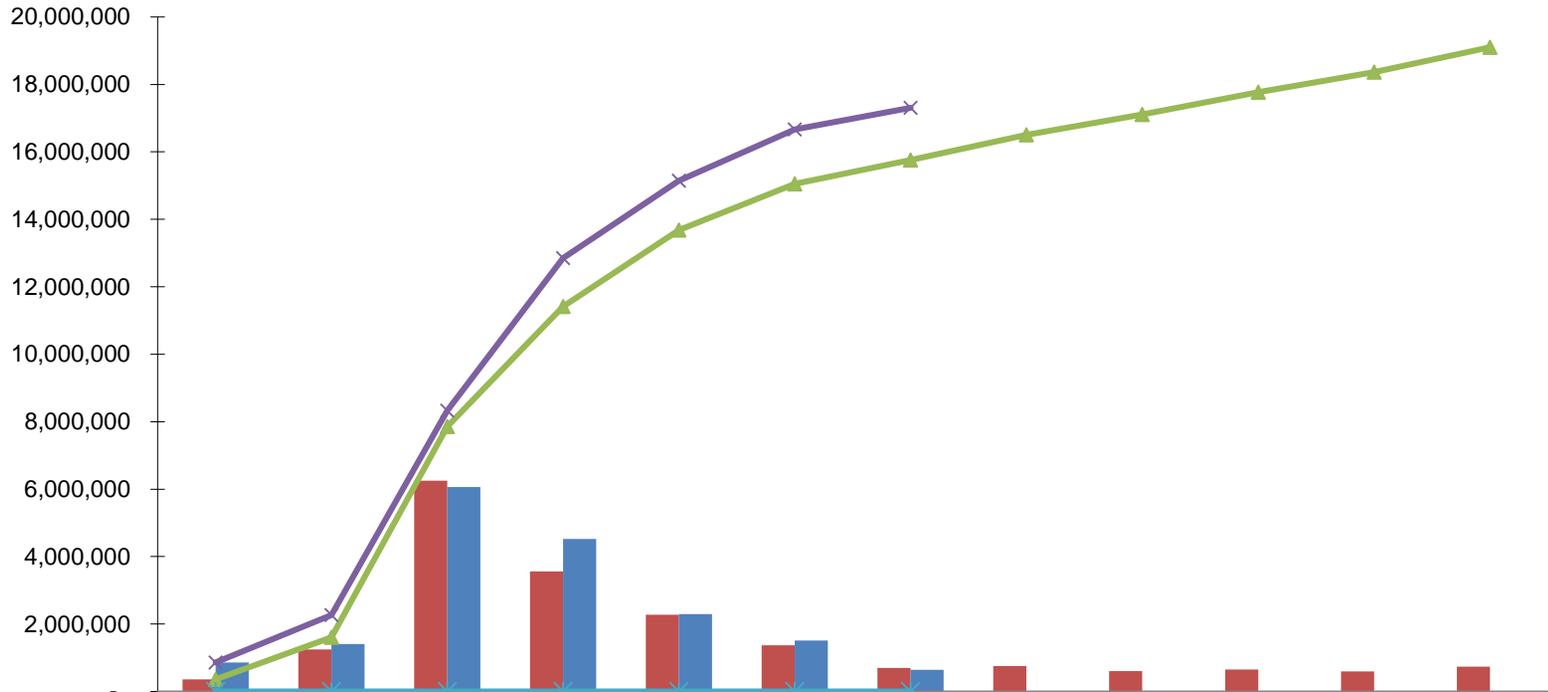
CASH & INVESTMENTS

On April 30, 2020, the City had \$22,427,743 invested at varying interest rates; the EDC had \$4,969,795 available.

RECOMMENDATION

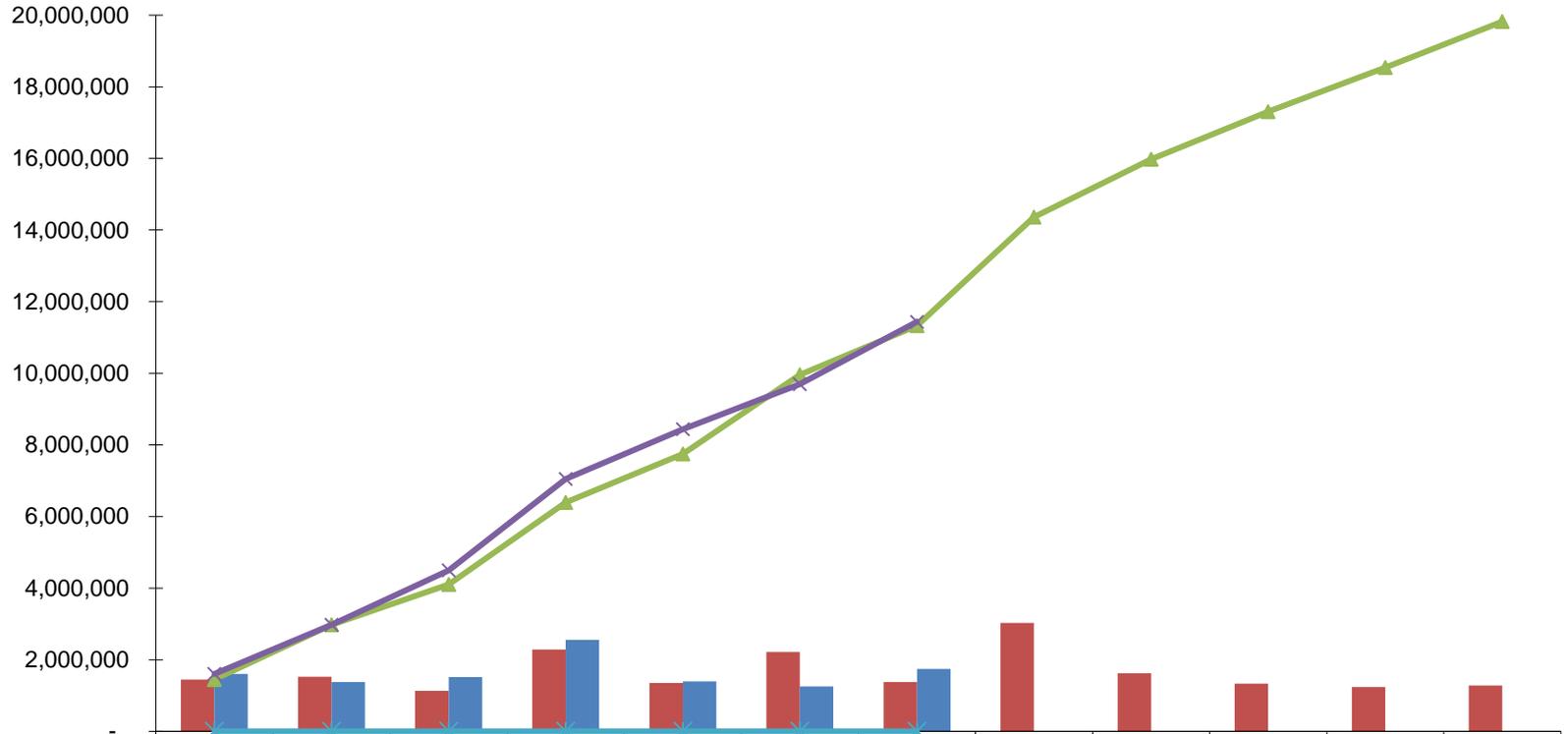
Staff recommends that City Council accept the finance report for the period ending April 30, 2020.

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	1,513,179	646,091					
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	16,661,304	17,307,394					
% Increase 18-19 to 19-20	139.78%	41.42%	6.01%	12.62%	10.71%	10.67%	9.83%					

General Fund Expenditure Trend Comparison

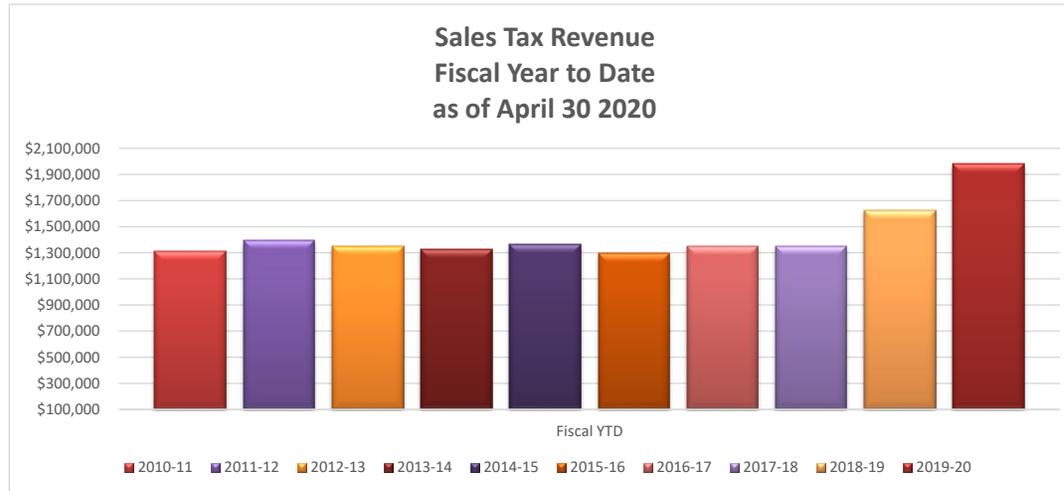


	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT
2018-19	1,448,756	1,527,703	1,127,262	2,287,202	1,351,028	2,213,906	1,376,133	3,027,182	1,617,604	1,327,789	1,234,612	1,282,199
2019-20	1,602,872	1,376,041	1,514,431	2,550,967	1,394,559	1,256,384	1,742,327					
YTD 18-19	1,448,756	2,976,458	4,103,720	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	11,437,582					
% Change 2018-19 to 2019-20	10.64%	0.08%	9.49%	10.22%	9.00%	-2.62%	0.93%					

**City of Benbrook
Sales Tax Analysis
April 30, 2020**

Fiscal Year	Fiscal YTD	October	November	December	January	February	March	April	May	June	July	August	September	Annual Total
2010-11	\$ 1,313,054	\$ 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	1,394,739	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	1,349,617	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	1,328,695	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	1,365,323	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	1,297,526	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	1,354,327	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	1,351,956	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	1,625,452	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	1,979,404	303,508	251,579	243,434	318,986	241,710	315,310	304,877						1,979,404

Change 2010-11 to 2011-12	6.22%
Change 2011-12 to 2012-13	-3.24%
Change 2012-13 to 2013-14	-1.55%
Change 2013-14 to 2014-15	2.76%
Change 2014-15 to 2015-16	-5.23%
Change 2015-16 to 2016-17	4.38%
Change 2016-17 to 2017-18	-0.18%
Change 2017-18 to 2018-19	20.23%
Change 2018-19 to 2019-20	21.78%



Budget 2019-20	\$ 2,700,000
Projected 2019-20	2,700,000
Variance from Budget	\$ -



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 05/21/20	REFERENCE NUMBER: P-283	SUBJECT: Purchase 2020 Spartan Gladiator Chassis Ladder Fire Truck	PAGE: 1 of 1
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The Fire Department's 1999 ladder fire truck is nearing the end of its life cycle and is scheduled for replacement in the Capital Improvements Program (CIP).

The North Central Texas Council of Governments (NCTCOG) awarded Benbrook the 2019 Clean Fleets grant to replace the aging ladder truck with a new ladder truck that complies with current EPA standards. The grant will pay for 25% of the cost of the fire truck, reimbursable to the City after delivery.

The lead time from purchase to delivery of a new fire truck is approximately 12-18 months. Staff anticipates taking delivery of the new ladder truck in FY 2020-21. The truck will be funded through the Capital Asset Replacement Fund.

BID ANALYSIS

As with other major purchases, Staff utilized the Sourcewell Cooperative Purchasing Program. Cooperative purchasing programs leverage the purchasing power of governmental units throughout Texas, providing sales volume in exchange for competitive pricing. The request for quote from Sourcewell was for a 2020 Spartan Gladiator Chassis ladder truck.

The purchase price of the ladder truck from Sourcewell is \$1,293,755 and includes the Sourcewell administrative fee of \$2,000. Once the City takes delivery of the ladder truck, Staff will request the 25% reimbursement from NCTCOG, making the final purchase price \$970,317.

RECOMMENDATION

Staff recommends that the City Council approve the purchase of a 2020 Spartan Gladiator chassis ladder fire truck through the Sourcewell Cooperative Purchasing Program at a low bid cost of \$1,293,755. The purchase will be from the Capital Asset Replacement Fund and is payable upon delivery in FY 2020-21.

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