AGENDA
BENBROOK CITY COUNCIL
THURSDAY, NOVEMBER 3, 2016
911 WINSCOTT ROAD, BENBROOK, TEXAS
PRE-COUNCIL WORKSESSION 7:00 P.M.
CENTRAL CONFERENCE ROOM
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. INVOCATION/PLEDGE OF ALLEGIANCE

Invocation To Be Given By Pastor Gary Oliver Of Tabernacle Of Praise

III. MINUTES

1. Approve Minutes Of The Regular Meeting Held October 20, 2016

Documents:

CC MINUTES-10-20-16.PDF

IV. PRESENTATION BY ECONOMIC DEVELOPMENT CORPORATION

EDC-2016-03 Ratify EDC Project And Budget Adjustment To Purchase And Redevelop Property At 9301 Westpark Drive

Documents:

EDC-2016-03 RATIFY PURCHASE 9301 WESTPARK.PDF

V. REPORTS FROM CITY MANAGER

A. GENERAL

G-2267 Approve Revised Concessionaire Agreement For Power Play Racing

Documents:

G-2267 APPROVE CONSESSIONARE AGREEMENT POWER PLAY RACING.PDF
G-2267 AGREEMENT POWER PLAY RACING.PDF

G-2268 Accept Finance Report For Period Ending September 30, 2016

Documents:

G-2268 FINANCE REPORT SEPTEMBER 2016.PDF
G-2268 REVENUE CHART.PDF
G-2268 EXPENDITURE CHART.PDF
G-2268 SALES TAX COMPARISON.PDF

G-2269 Approve Hotel/Motel Occupancy Tax Report For Period Ending September 30, 2016

Documents:

G-2269 HMOT FINANCIAL REPORT.PDF
G-2269 HOTEL MOTEL QUARTERLY TAX REPORT.PDF

G-2270 Approve Hotel/Motel Occupancy Tax Distribution For FY 2016-2017

Documents:

G-2270 HOTEL MOTEL TAX DISTRIBUTION.PDF

B. CONTRACT

C-302 Approve Contract For Fire And EMS Services With Tarrant County Emergency Services District #1 For FY 2016-2017

Documents:

C-302 APPROVE TARRANT COUNTY FIRE CONTRACT.PDF
C-302 CONTRACT FIRE AND EMS (1).PDF

C-303 Award Contract For Employee Dental Insurance

Documents:

C-303 EMPLOYEE DENTAL INSURANCE.PDF

C-304 Award Contract For Employee Health Insurance

Documents:

C-304 EMPLOYEE HEALTH INSURANCE.PDF

C. PURCHASE

P-272 Approve Purchase Of Four (4) 2017 Police Vehicles

Documents:

P-272 PURCHASE OF POLICE VEHICLES.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 Factual 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

Benbrook

MINUTES
OF THE
SPECIAL MEETING OF THE
BENBROOK CITY COUNCIL
THURSDAY, OCTOBER 20, 2016

The special meeting of the Benbrook City Council was held on Thursday October 20, 2016 at 7:30 p. m. in the Council Chambers at 911 Winscott Road with the following Council members present:

Renee Franklin
Larry Marshall
Jim Wilson
Mark Washburn
Ron Sauma

Also Present:
Andy Wayman, City Manager
Dave Gattis, Deputy City Manager
Joanna King, City Secretary

Others Present:
Patty Bissey, Marketing Coordinator
Johnna Matthews, Assistant Planner
Denise Huneycutt, Benbrook News
Todd Pylant
Ansley Pylant
Wendy Shabay

I. CALL TO ORDER

Meeting called to order at 7:30 p. m. by Councilmember Sauma.

II. INVOCATION/PLEDGE OF ALLEGIANCE

Invocation given by Pastor Todd Pylant with First Baptist Church of Benbrook.
The Pledge of Allegiance was recited.

III. MINUTES

1. Approve Minutes of the Special Meeting held October 3, 2016

Motion by Mr. Washburn, seconded by Dr. Marshall to approve the minutes of the special meeting held October 3, 2016.

Vote on the Motion:

Ayes: Ms. Franklin, Dr. Marshall, Mr. Wilson, Mr. Washburn, Mr. Sauma

Noes: None

Motion carries unanimously.

IV. PROCLAMATION/AWARDS/RECOGNITION

1. Receive 2016 Planning Excellence Certificate from Texas Chapter of American Planning Association – Wendy Shabay, National APA Board Member

Wendy Shabay, member of the National Board of Directors of the American Planning Association and Immediate Past President of the Texas Chapter of the American Planning Association presented City Council with the 2016 Planning Excellence Certificate from the Texas Chapter of American Planning Association. Ms. Shabay stated the APA represents over 40,000 practicing planners, officials and citizens involved in planning issues with the goal of making great communities happen. The Texas Chapter includes approximately 2,000 members whose mission is to advocate the profession of planning providing expertise and processes that empower citizens to be engaged in the development and sustainability of Great Communities in Texas.

The 2016 Planning Excellence Certificate recognizes the Benbrook City Council's support for planning in the community. The qualify for this recognition, the City must support training of its planning commissioners and staff, support professional certification by staff, and keep the city's Comprehensive Plan and development regulations current. Only 35 cities in Texas are receiving this recognition in 2016.

Ms. Shabay expressed appreciation to the City Council for allowing Dave Gattis, Deputy City Manager to be part of the American Planning Association. She stated Mr. Gattis has served in all aspects of the APA and his expertise has been invaluable.

V. REPORTS OF CITY MANAGER

A. GENERAL

G-1166 Approve Resolution authorizing use of eminent domain to acquire various easements on Lot 2, Block 1, Marshall T. Robinson Addition

Dave Gattis gave the following report: Over the past year, numerous attempts have been made by Staff to negotiate the acquisition of public access easements, public utility easements, and temporary construction easements from the property owner, DPM Benbrook Self Storage LLC (CubeSmart), on Lot 2, Block 1 of Marshall T. Robinson Addition, City of Benbrook, Tarrant County, Texas, more commonly known as 8510 Benbrook Boulevard, Benbrook Texas 76126. The easements are necessary to facilitate access and to accommodate utility improvements related to the Benbrook Boulevard (US 377) project.

The easements include an access easement to provide access from the common driveway to the 7-Eleven property, access from the proposed access drive from the proposed Benbrook Field Drive to the existing access easement on the property, various utility easements to provide for the relocation of electrical service, and various temporary construction easements. The easements are necessary for the public's use and purpose of constructing roadway and electrical utility improvements to serve existing and new development in the City. The improvements associated with these easements provide safety for access associated with the street improvements of Benbrook Boulevard, provide access to and from a signalized intersection associated with the Benbrook Field Drive construction, and are associated with the utility beautification improvements of Benbrook Boulevard.

Staff will continue to negotiate for the voluntary acquisition of these easements, but needs to begin eminent domain proceedings so that the project is not delayed if voluntary acquisition cannot be achieved. Staff had previously reached a tentative verbal agreement on the necessary easements but the property changed ownership, negating these efforts. No progress has been made with the new owner of the property (a.k.a. CubeSmart).

Motion by Dr. Marshall, seconded by Mr. Washburn to authorize the use of the power of eminent domain to acquire an approximate 0.104 acre public access easement, an approximate 0.024 acre public access easement, an approximate 99.77 square foot public utility easement, an approximate 1,359.63 square foot public utility easement, an approximate 0.060 acre temporary construction easement, an approximate 0.010 acre temporary construction easement, and an approximate 0.009 acre temporary construction easement out of Lot 2, Block 1 of Marshall T. Robinson Addition, City of Benbrook, Tarrant County, Texas, owned by DPM Benbrook Self Storage, LLC, such easements being acquired for the public use of the construction of roadway and electric utility improvements for the Benbrook Boulevard Expansion Project and to adopt Resolution Number 2016-11 as presented.

Vote on the Motion:

Ayes: Ms. Franklin, Dr. Marshall, Mr. Wilson, Mr. Washburn, Mr. Sauma

Noes: None

Motion carries unanimously.

Resolution No. 2016-11 being **"A RESOLUTION OF THE CITY OF BENBROOK, TEXAS AUTHORIZING THE CITY ATTORNEY TO BRING A CONDEMNATION ACTION FOR THE PURPOSE OF OBTAINING PUBLIC ACCESS EASEMENTS, PUBLIC UTILITY EASEMENTS, AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE CONSTRUCTION OF ROADWAY AND ELECTRICAL UTILITY IMPROVEMENTS AND FOR OTHER PUBLIC PURPOSES PERMITTED BY LAW."**

VI. INFORMAL CITIZEN COMMENTS

VII. COUNCIL MEMBER AND STAFF COMMENTS

Councilmember Jim Wilson reminded citizens on the upcoming election dates.

Councilmember Renee Franklin reminded citizens of the following upcoming events:

Benbrook Senior Citizens Annual Craft Fair – October 21-22, 2016
Benbrook Historical Society's Hoodlums & Halos Living History Walking Tour – October 22, 2016
Benbrook Elementary Fair – October 22, 2016

Ron Sauma congratulated City staff for the success of Heritage Fest held on October 15, 2016.

IX. ADJOURNMENT

Meeting adjourned at 7:52 p.m.

APPROVED:

_____
Jerry B. Dittrich, Mayor

ATTEST:

_____
Joanna King, City Secretary

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
11/03/16	EDC-2016-03	Ratify EDC project and budget adjustment to purchase and redevelop property at 9301 Westpark Drive	1 of 2

Earlier this year, the Benbrook Economic Development Corporation (BEDC) adopted a revised EDC Strategic Plan to outline the mission and priorities of the BEDC. As part of that plan, the BEDC identified a desire to review and analyze select properties to consider purchasing to expedite quality development.

The BEDC has approached the Dorothy Loyd Trust (a Texas irrevocable inter-vivos [living] trust), to purchase commercial property located at 9301 Westpark Drive, Benbrook, Texas, for the purpose of redeveloping the property to a suitable and desirable commercial use. The site (Lot 1R1, Block C of the Westpark Addition) is 0.54 acres or 23,671 square feet. There exists a retail gas station and convenience store containing 2,080 square feet of gross leasable area. The gas pumps are not functional.

The BEDC conducted a real estate appraisal in March of 2016. The BEDC hired W&M Environmental Group to conduct a Phase I and Phase II Environmental assessment of the property. W&M Environmental Group completed the Phase II study in June 2016, and has made recommendations to the board to mitigate environmental issues that are typical of old gas stations through the TCEQ Leaking Petroleum Storage Tank (LPST) program after sale.

BEDC submitted a contract and an offer to purchase the property for $400,000. The offer has been accepted by the Dorothy Loyd Trust. BEDC staff has researched potential costs of environmental clean-up, tank removal, and building demolition at approximately $200,000.

Required

A Type B Economic Development Corporation pursuing new projects must do the following:

1. Publish notice of projects it plans to undertake and conduct at least one public hearing on proposed projects. (Benbrook News project/public hearing notice placed in October 20, 2016 edition for BEDC October 25 special meeting).

2. Obtain City Council approval of the project. (November 3 Agenda)

3. Wait 60 days from date of public notice to expend funds. (December 19, 2016)

The BEDC conducted a special meeting and public hearing on October 25, 2016 and approved this item. There was no public comment.

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

RECOMMENDATION

The BEDC Board recommends that City Council approve the purchase of property located at 9301 Westpark Drive (Lot 1R1, Block C of the Westpark Addition) at $400,000, and direct the BEDC Board President to execute the real estate contract; and approve related costs for environmental clean-up, tank removal, and demolition at $200,000 for the purpose of preparing the property to sell to a developer to construct a suitable and desirable commercial use. The BEDC Board recommends amending the FY 2017 EDC Budget by adding $600,000 to be available for this project, with project funding to begin 60 days from legal notice (December 19, 2016).

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
11/03/2016	G-2267	Approve Revised Concessionaire Agreement for Power Play Racing	1 of 1

From 2005 to 2007, Sandom Baumgardner of Power Play Racing subleased a portion of the existing metal building at 302 Lakeview Drive from the Benbrook Marina to operate a boat repair business.

In 2007, Benbrook Marina requested permission to split the concession into two separate leases (marina and boat repair shop). The boat repair business is located just south of Benbrook Marina (white metal building on the hill). The Parks and Recreation Board, City Council and Corps of Engineers all approved the new Concessionaire Agreement. Since that time, Power Play Racing has operated a boat repair business and maintained the area without incident. The current agreement is for ten years and expires on September 31, 2017. The lease payment to the City is three percent of gross revenues or $50 per month, whichever is greater.

In additional to extending the current lease, Power Play Racing requests to expand the lease area to include the former Sailing Center space (currently unused) with the option, as budgets allow, to:

- Construct covered storage for the boats waiting for repairs;
- Have a guard shack with a live-in guard for night time and weekend security; and
- Operate the Sailing Center's septic system.

The financial terms of the revised Agreement are unchanged and the term is for ten years. The Parks and Recreation Board recommended approving the agreement at their October 12, 2016 meeting. The Corps of Engineers has conceptually approved the lease extension and boundary adjustment, pending approval by the City Council. The revised Agreement will not become final until the Corps of Engineers provides written approval to the City.

RECOMMENDATION

The Parks and Recreation Board recommend that City Council approve the revised Concessionaire Agreement with Power Play Racing.

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

CONCESSION AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TARRANT §

WHEREAS, on the 24th day of March,1977, the City of Benbrook, Texas (hereinafter referred to as "CITY"), acting by and through its duly authorized Mayor, accepted a lease granted to it by a written agreement executed on the 13th day of June 1977, wherein the Secretary of the Army granted to the CITY Lease DACW63-1-770445 for a period of fifty (50) years, commencing on 13 June, 1977, to use and occupy an area in Tarrant County, Texas, Benbrook Lake Project, for public park and recreational purposes, reference to said lease agreement being hereby made for all purposes to the same extent as if set out herein word for word; and,

WHEREAS, Sandom Baumgardner, doing business as Power Play Racing (hereinafter referred to as "CONCESSIONAIRE"), has requested permission to use a portion of CITY lease property on Benbrook Lake as shown on Exhibit "A" and Exhibit “B” as attached hereto and made a part hereof, to operate a boat repair shop, and other improvements; and

WHEREAS, Condition 5a of the said lease agreement authorizes the CITY to enter into concession agreements with third parties providing needed services to the public, subject to the approval of the District Engineer, Corps of Engineers, Fort Worth District (hereinafter referred to as "DISTRICT ENGINEER");

NOW, THEREFORE,

For and in consideration of the premises and the covenants thereinafter set forth, and in accordance with the above quoted authority, the CITY, acting by and through its duly authorized Mayor, hereby grants to CONCESSIONAIRE, authority to operate commercial activities on CITY lease property set forth in said lease agreement referred to above, for a term of ten (10) years, commencing on November 3, 2016 and ending on November 2, 2026, with an option to extend the lease for one (1) additional year annually, including compensation amounts, payable to the CITY, by the CONCESSIONAIRE, as may be agreed upon in the future in writing between the CITY and the CONCESSIONAIRE, and approved in writing by the DISTRICT ENGINEER.
It is expressly agreed and understood that all of the terms, conditions, privileges and obligations incorporated in the lease issued to the CITY, by the Secretary of the Army, are as binding on the CONCESSIONAIRE as if they were set forth herein.

This agreement is granted subject to the following conditions:

1. Terms

That the CONCESSIONAIRE shall pay to the CITY compensation for the concession privileges currently authorized in a sum equal to three percent (3%) gross revenues or Fifty and 00/100 Dollars ($50.00) per month, which ever is greater, from all of the business operations conducted under this agreement by CONCESSIONAIRE with all lease rates to be reviewed every year which said payments shall be made in monthly installments, each to be due and payable on or before the 10th day of the calendar month following the end of each month. A 10% late penalty will be levied against any payment that is late by a period of more than 15 days from the 10th day of each month. In the event that the CONCESSIONAIRE and the CITY are unable to agree upon adjusted remuneration at the conclusion of each annual period as set forth above, then, in such event, this lease shall terminate within thirty (30) days from the expiration. The CONCESSIONAIRE shall also pay to the CITY on demand, any sum which may have to be expended after the expiration, revocation, or termination of this agreement in restoring the premises to as good order and condition as that existing upon the date of commencement of the term of this agreement, damage beyond the control of the CONCESSIONAIRE and due to wear and tear excepted. Compensation shall be made payable to the CITY and forwarded by the CONCESSIONAIRE directly to the CITY.

In this Section, “gross revenues” means all revenues that CONCESSIONAIRE receives from the sale of property, services and commercial activities on the demised premises before deductions for any purpose. The City shall have the right, with reasonable prior notice to CONCESSIONARIE, to audit CONCESSIONAIRE’S books and records to confirm the amount of gross revenues actually received by CONCESSIONAIRE from the sale of property, services and commercial activities on the demised premises.

2. Activities

That the CONCESSIONAIRE is authorized to conduct all commercial activities at such sites as are specified by the CITY, and approved in writing by the DISTRICT ENGINEER. That the sites shall be occupied and used by the CONCESSIONAIRE or his duly authorized agents, assignees, sublessees, or transferees solely for the conduct of business in connection with recreation for the general public. Business in connection with recreation shall include but not necessarily be limited to the following:

a.) Servicing, repairing, maintaining, and caring for privately owned boats and equipment.

3. Business

That said business shall be initiated and operated in a manner satisfactory to the CITY, commencing on the effective date of this instrument, and thereafter the

CONCESSIONAIRE shall conduct such of the permitted activities, as the CITY shall at any time specify.

4. Facilities

The CONCESSIONAIRE agrees, as budget allows, to make the following facility improvements after receiving permits from the City of Benbrook and approval from the DISTRICT ENGINEER. The CITY and the Corps of Engineers may consider the CONCESSIONAIRE in violation of the lease agreement if the facility improvements noted below are not permitted prior to construction, properly constructed or fail to be maintained or replaced.

(a) Construct covered boat storage for boats in the queue for repair.
(b) Install a guard shack on skids that will allow a maximum of two security guards to live on site.
(c) Operate the existing septic system on the old Sailing Center site. If the septic system is not operational and sanitary sewer facilities are needed, then an aerobic septic system must be used.

5. Rates and Prices

That prices to be charged for services and rented services shall be subject to the written approval of CITY and the DISTRICT ENGINEER, and a schedule of such prices shall be submitted to the CITY for its approval prior to commencement of operations, and prior to the commencement of each year of operation thereafter. The CONCESSIONAIRE shall, at all times, keep a schedule of such prices displayed in a conspicuous place on the occupied premises during class sessions and prices charged shall not exceed those shown on the approved price list.

6. Health and Safety

That the CONCESSIONAIRE shall comply with all Federal laws and regulations and with all the laws, ordinances, and regulations of the state and county wherein the said demised premises are located with regard to construction, sanitation, license or permits to do business, and all other matters. The CITY or the DISTRICT ENGINEER, upon finding that a violation exists that constitutes a health or safety hazard may suspend the use of that operation or facility until such violation is corrected.

7. Taxes

That any and all taxes which may be lawfully imposed by the State or its political subdivisions upon the property or business of the CONCESSIONAIRE on the said premises shall be paid promptly by the CONCESSIONAIRE.

8. Prohibited Uses

That the CONCESSIONAIRE shall not sell, store, or dispense, or permit the sale, storage, or dispensing on the said premises of any alcoholic beverages, or permit to be installed or operated any devices or conduct any activities thereon, except where such devices and activities are legally authorized and then only after receipt of written approval by the DISTRICT ENGINEER, or permit to be installed or operated any devises or conduct any activities thereon which, in the opinion of the CITY are contrary to good morals or are otherwise objectionable.

The CONCESSIONAIRE shall not use the premises or permit them to be used for any illegal or immoral business or purpose; there shall not be carried on or permitted upon the premises any activity that would constitute a nuisance. CONCESSIONAIRE shall not store salvage or other similar materials on site.

9. Transfers, Subleases, Assignments

That the CONCESSIONAIRE shall not transfer, sublease, or assign this agreement or privileges thereunder, nor any interest whatsoever in connection with this agreement without permission in writing from CITY and the DISTRICT ENGINEER.

10. Navigation

That there shall be no unreasonable interference with navigation by CONCESSIONAIRE or his employees in the exercise of the privileges hereby granted.

11. Public Use

That no attempt shall be made by the CONCESSIONAIRE to forbid the full and free use by the public of the water areas of the reservoir or the public use areas that may be developed upon the said premises in accordance with the purpose and intent of the Act of Congress approved 22 December 1944, as amended.

12. Lights and Signals

That if the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the DISTRICT ENGINEER shall be installed and maintained at the expense of the CONCESSIONAIRE.

13. Termination

That the CONCESSIONAIRE may terminate this agreement at any time by giving thirty (30) days notice in writing to the CITY, provided that, in case of such, termination, no remission by the CITY of any rental or gross revenues theretofore paid shall be made.

This agreement may be terminated by the CITY under the terms of Section 22-REVOCATION contained herein.

14. Inspections

That the use and occupation of the premises shall be subject to the general supervision and approval of the CITY, and to such rules and regulations as may be prescribed by it from time to time. The CITY may perform compliance inspections of all utilized building and facility premises and shall prescribe corrective action for all non-compliance. The DISTRICT ENGINEER also reserves the right to perform periodic inspections of all CONCESSIONAIRE activities and to require the CITY to notify CONCESSIONAIRE of deficiencies and prescribe corrective measures. The CONCESSIONAIRE also agrees to abide by any and all conditions of the master lease agreement (Lease DACW63-1-77-0445) between the CITY and the U. S. Army Corps of Engineers. The CITY or the DISTRICT ENGINEER may terminate this concession agreement with sixty (60) day notice, upon failure of the CONCESSIONAIRE to correct said deficiencies, within a reasonable time as determined by the CITY and the DISTRICT ENGINEER.

15. Right to Enter

That the right is hereby reserved to the CITY and to the United States, its officers, agents and employees to enter the demised premises at any time for inspection and to monitor the activities of CONCESSIONARIE and for any purpose necessary or convenient in connection with government work, to manipulate the level of the reservoir or pool in any manner whatsoever, and to draw down the reservoir or pool to any extent at any time, and the CONCESSIONAIRE shall have no claim for damages of any character on account thereof against the CITY or the United States or any officer, agent, or employee thereof.

16. Government Facilities

That the right is hereby reserved to the county and state and the United States, its officers, agents, and employees, to construct or to permit the construction of facilities suitable for communication, electrical distribution or transmission, water supply, sewerage disposal, access roads, and similar purposes on the premises, and the CONCESSIONAIRE shall have no claim for compensation or damages of any character on account thereof.

17. Protection of Government Property

That the CONCESSIONAIRE shall be responsible for any damages that may be caused to property of the CITY, or government property by the activities of the CONCESSIONAIRE under this agreement and shall exercise due diligence in the protection of all improvements, timber, and other property of the CITY or of the United States which may be located on the said premises against fire or damage from any and all other causes.

18. Indemnification

THAT NEITHER THE CITY, NOR THE UNITED STATES SHALL BE RESPONSIBLE FOR DAMAGES TO PROPERTY OR INJURIES TO PERSONS WHICH MAY ARISE FROM OR BE INCIDENT TO THE USE AND OCCUPATION OF THE SAID PREMISES, NOR FOR DAMAGES TO THE PROPERTY OF THE CONCESSIONAIRE, OR FOR INJURIES TO THE PERSON OF THE CONCESSIONAIRE, OR FOR DAMAGES TO THE PROPERTY OR INJURIES TO THE PERSON OF THE CONCESSIONAIRE'S OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, OR OTHERS WHO MAY BE ON SAID PREMISES AT THEIR INVITATION OR THE INVITATION OF ANYONE OF THEM, ARISING FROM OR INCIDENT TO THE FLOODING OF THE SAID PREMISES BY THE GOVERNMENT OR FLOODING FROM ANY OTHER CAUSE, OR ARISING FROM OR INCIDENT TO ANY OTHER GOVERNMENTAL ACTIVITY; AND THE CONCESSIONAIRE SHALL INDEMNIFY AND HOLD THE CITY AND THE UNITED STATES HARMLESS FROM ANY AND ALL SUCH CLAIMS.

19. Restoration

That, on or before the date of expiration of this agreement, or its termination by the CONCESSIONAIRE, the CONCESSIONAIRE shall at the CONCESSIONAIRE'S cost vacate the premises, remove the property of the CONCESSIONAIRE therefrom, and restore the premises to as good order and condition as that existing upon the date of commencement of the terms of this agreement, damages beyond the control of the CONCESSIONAIRE and due to fair wear and tear excepted. If, however, this agreement is revoked, the CONCESSIONAIRE shall vacate the premises, remove the property of the CONCESSIONAIRE therefrom, and restore the premises to the condition aforesaid within such times as the CITY may designate with sixty (60) day notice. In either event, if the CONCESSIONAIRE shall fail or neglect to remove the property of the CONCESSIONAIRE shall either become the property of the CITY without compensation therefore, or the CITY may cause it to be removed and the premises so to be restored at the expense of the CONCESSIONAIRE, and no claim for damages against the CITY or its officers or agents shall be created by or made on account of such removal and restoration work.

20. Joint Obligations

That if more than one individual is named in this agreement, the obligations of said individuals herein contained shall be joint and several obligations.

21. Notice

Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed and deposited postage prepaid in a post office or branch post office regularly maintained by the United States Government. Notices will be sent to Sandom Baumgardner, 302 Lakeview Drive, Benbrook, Texas 76126. Notices will be sent to the City addressed to the City Manager, 911 Winscott Road, Benbrook, Texas 76126.

22. Revocation

This agreement may be revoked by the CITY upon the occurrence of any of the following events:

(a) Non-payment of gross revenues.

(b) A breach by the CONCESSIONAIRE of any of the terms or conditions of this agreement, including failure to perform prescribed corrective action for non-compliance.

(c) Termination of the Department of Army lease.

(d) Inability of the CONCESSIONAIRE and the CITY to agree upon adjusted remuneration at the end of any annual term as set forth.

23. Insurance

That CONCESSIONAIRE will fully indemnify, defend, and save whole and harmless the CITY from all claims or cause of action against it that may arise in connection with the maintenance and operation of the entire premises, which include all areas included in or adjacent to, and used in connection with, any devices or equipment placed at or beyond the shoreline of Benbrook Lake, and that, prior to commencing operations under this agreement, the CONCESSIONAIRE will obtain from a reputable insurance company, acceptable to the CITY and carry liability or indemnity insurance so indemnifying the CITY providing for limits not less than Three Million Dollars ($3,000,000.00) per anyone claim arising from any accident with respect to bodily injuries or death resulting therefrom, and/or damage to property suffered or alleged to have been suffered by any person or persons resulting from the operations of the CONCESSIONAIRE. The CONCESSIONAIRE shall present a certificate to the CITY naming the CITY as the additional insured. The insurance carrier and the CONCESSIONAIRE must provide the CITY notice within 30 days prior to cancellation of said policy or any amendment to the policy or the amount of coverage.

24. Non-Discrimination

That the CONCESSIONAIRE shall not discriminate against any person or persons because of race, creed, color, sex, age, or national origin in the conduct of operations on the premises.

This constitutes the entire agreement between the parties, and all previous agreements are either merged herein or rescinded.

IN TESTIMONY WHEREOF, the parties hereto have each caused this instrument to be executed in duplicate originals, on this the _____ day of November, 2016.

POWER PLAY RACING:	CITY OF BENBROOK, TEXAS
_____	_____
Sandom Baumgardner, Concessionaire	Jerry B. Dittrich, Mayor
ATTEST:	ATTEST:
_____	_____
	Joanna King, City Secretary

EXHIBIT A

Tract 1

A tract of land situated in the State of Texas, County of Tarrant being in a portion of the James Reasoner Survey, A-1325, consisting of approximately 1.04 acres, more or less.

Beginning at an iron pin intersecting the centerline of the entrance of the drive entering the Power Play Racing.

Thence in a southerly direction, a distance of 369.7 feet going thence east 251 feet and thence northwesterly direction 450.5 feet, more or less, to the point of beginning.

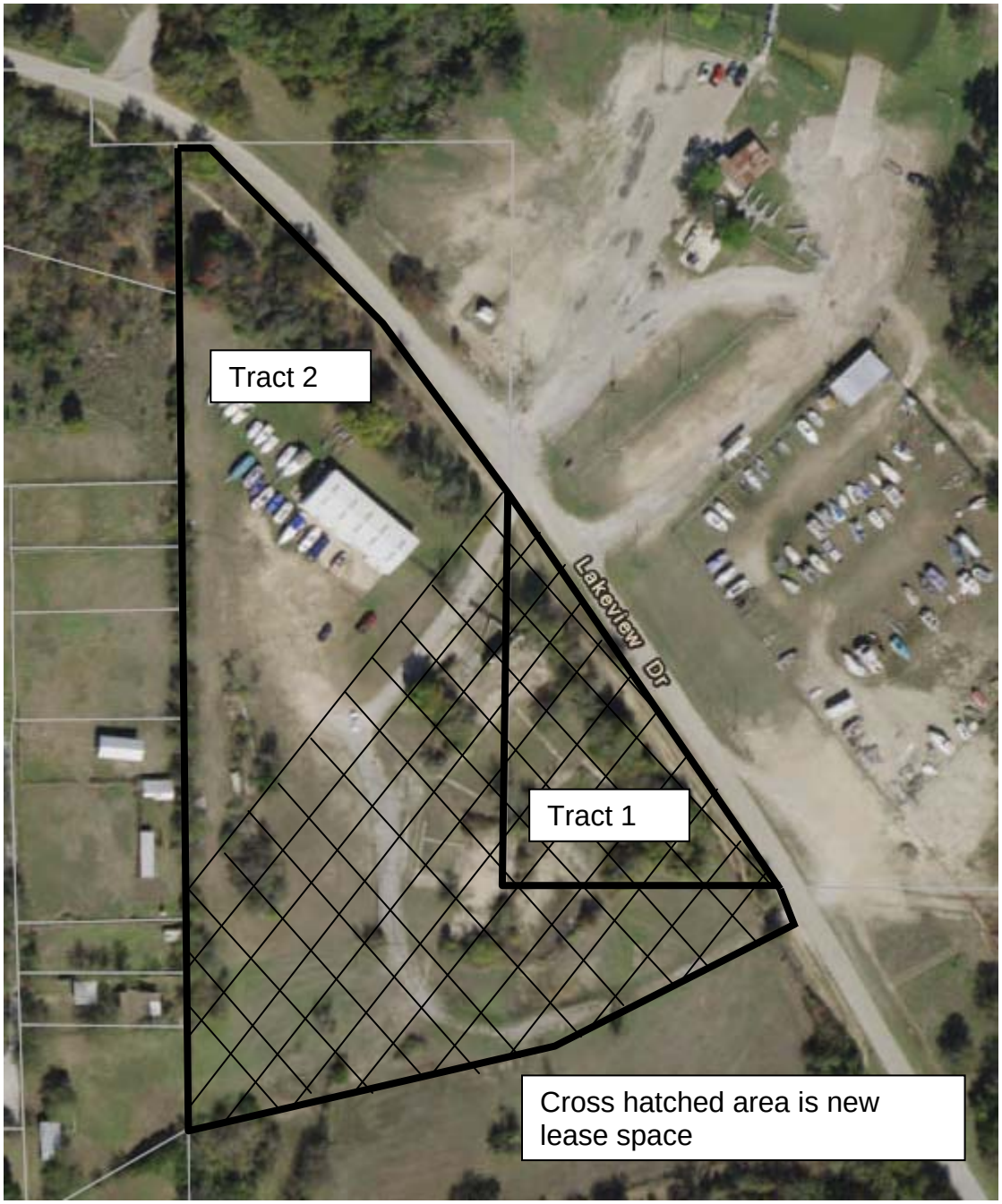
Tract 2

A tract of land situated in the State of Texas, County of Tarrant being in a portion of the F S Mervin Survey, A-1910, consisting of approximately 6.10 acres, more or less.

Beginning at an iron pin intersecting the centerline of the entrance of the drive entering the Power Play Racing.

Thence in a northwesterly direction, a distance of 424.4 feet going thence west 38 feet and thence south 905.5 feet, thence northeast direction 593 feet, thence northwesterly direction 57.4 feet, thence west 251 feet and thence northerly direction 369.7 feet, more or less, to the point of beginning.

EXHIBIT B


Tract 2
Lakeview Dr
Tract 1
Cross hatched area is new lease space

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
11/03/16	G-2268	Accept finance report for period ending September 30, 2016	1 of 3

Please note that this financial data is accurate as of October 27, 2016 and does not include revenue generated in the 2015-16 fiscal year that has not yet been received by the City of Benbrook. Two additional sales tax payments will be included in the total for General Fund revenues for 2015-16; the City has been notified that the first payment will be $182,565 and the second payment is estimated at $200,000; however, these funds have not yet been received. Additional revenue is also anticipated from the collection of property taxes by Tarrant County and for ambulance fees billed by the City.

The financial information presented does not include expenditures for items purchased, services rendered, or other costs that were expended in the 2015-16 fiscal year and for which the City has not yet issued payment. The adjustment of the final payroll of the 2015-16 fiscal year is not included in the expenditures.

Revenues, expenditures, and fund balances included within this report will vary from the audited financial data presented in the City's Comprehensive Annual Financial Report (CAFR) for the fiscal year ending September 30, 2016.

General Fund

General Fund revenues for the month of September were $223,466. Property tax collections were $26,957. Sales tax collected in August 2016 but received by the City and recognized as revenue in September 2016 was $154,755 for the month. A separate summary of sales tax revenue collections is provided for informational purposes. General Fund revenues collected through the end of September were $16,558,312 or 99.37% of the budget.

General Fund expenditures for the month of September were $2,078,235. Expenditures through the end of September were $17,148,156 or 98.03% of the adopted budget. Expenses of $543,896 for the replacement of one fire engine are reflected in the 2015-16 expenditures.

The 2015-16 General Fund budget includes the use of $800,000 from reserves for transfers to the Capital Asset Replacement Fund and to establish the Animal Shelter Account in the Capital Projects Funds. These transfers are reflected in the year-to-date expenditure totals.

For the 2015-16 fiscal year-to-date, total General Fund expenditures, transfers, and use of reserves in the amount of $17,148,156 exceeded General Fund revenues of $16,558,312 by $589,844.

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

Staff anticipates that the General Fund will end the 2015-16 fiscal year with a positive balance after additional revenues are collected from sales taxes, property taxes, and ambulance fees and after appropriate expenditure adjustments are completed. The positive fund balance includes the transfers and fire engine purchase as expenses.

Debt Service

Debt Service revenues collected for the month of September 2016 totaled $1,065; all revenue was from property taxes. Total revenue collected for 2015-16 was $409,194. Funds were transferred from the Capital Projects Fund – Stormwater Account and the TIF for principal and interest payments made in 2015-6 for general obligation bonds issued for drainage projects and for TIF certificates of obligation; total transfers were $1,060,504. Revenues and transfers for 2015-16 totaled $1,469,698.

There were no Debt Service expenditures for September. Total expenditures for 2015-16 in the amount of $1,495,107 exceeded total revenues and transfers in the amount of $1,469,698 by $25,410. The use of Debt Service reserves was included in the 2015-16 budget; Debt Service reserve funds are restricted for payment of principal, interest, and agent fees only.

EDC

Sales tax revenue received by the EDC in September 2016 was $77,354. Total revenues collected in 2015-16 were $924,425. EDC expenditures as of September 30, 2016 were $562,742.

EDC revenues for the year exceeded EDC expenditures by $361,683.

Capital Projects

Total revenues received through September 30, 2016 for the Capital Projects Fund were $2,190,093. Total revenue received in September 2016 from stormwater utility fees was $133,168.

Expenditures for the Capital Projects Fund in September 2016 were $1,141,799. Transfers for payment of debt service for the TIF and for drainage projects funded through general obligation bonds were $1,060,504. Expenses for drainage projects were $36,348. Expenses for Vista Way were $44,414. Legal expenses for the Benbrook Boulevard project were $533. Total expenditures for the Capital Projects Fund were $2,069,854 for the 2015-16 fiscal year.

Total revenues of $2,190,093 exceed total expenditures of $2,069,854 by $120,239 for the 2015-16 fiscal year.

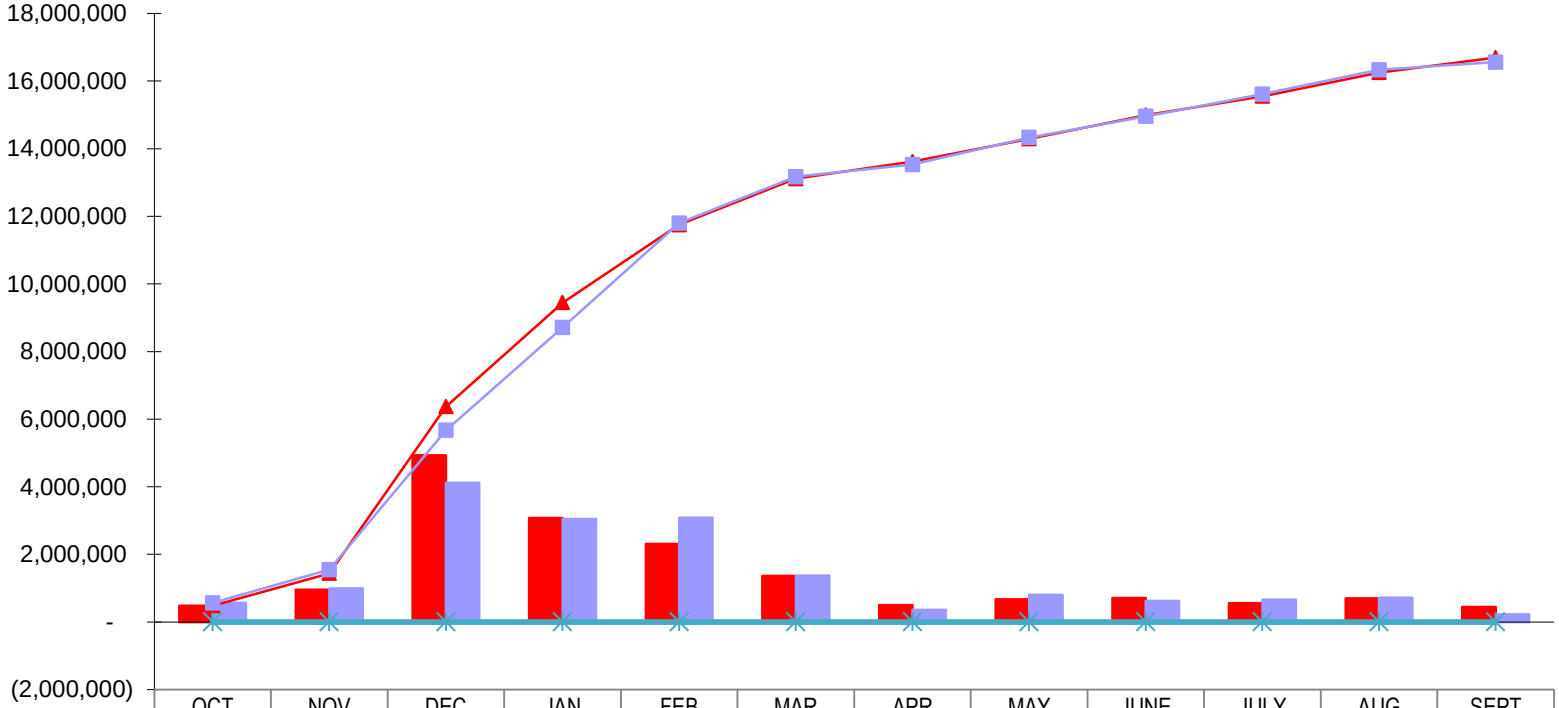
Cash and Investments

On September 30, 2016, the City had $21,419,383 invested at varying interest rates; the EDC had $6,490,511 available.

RECOMMENDATION

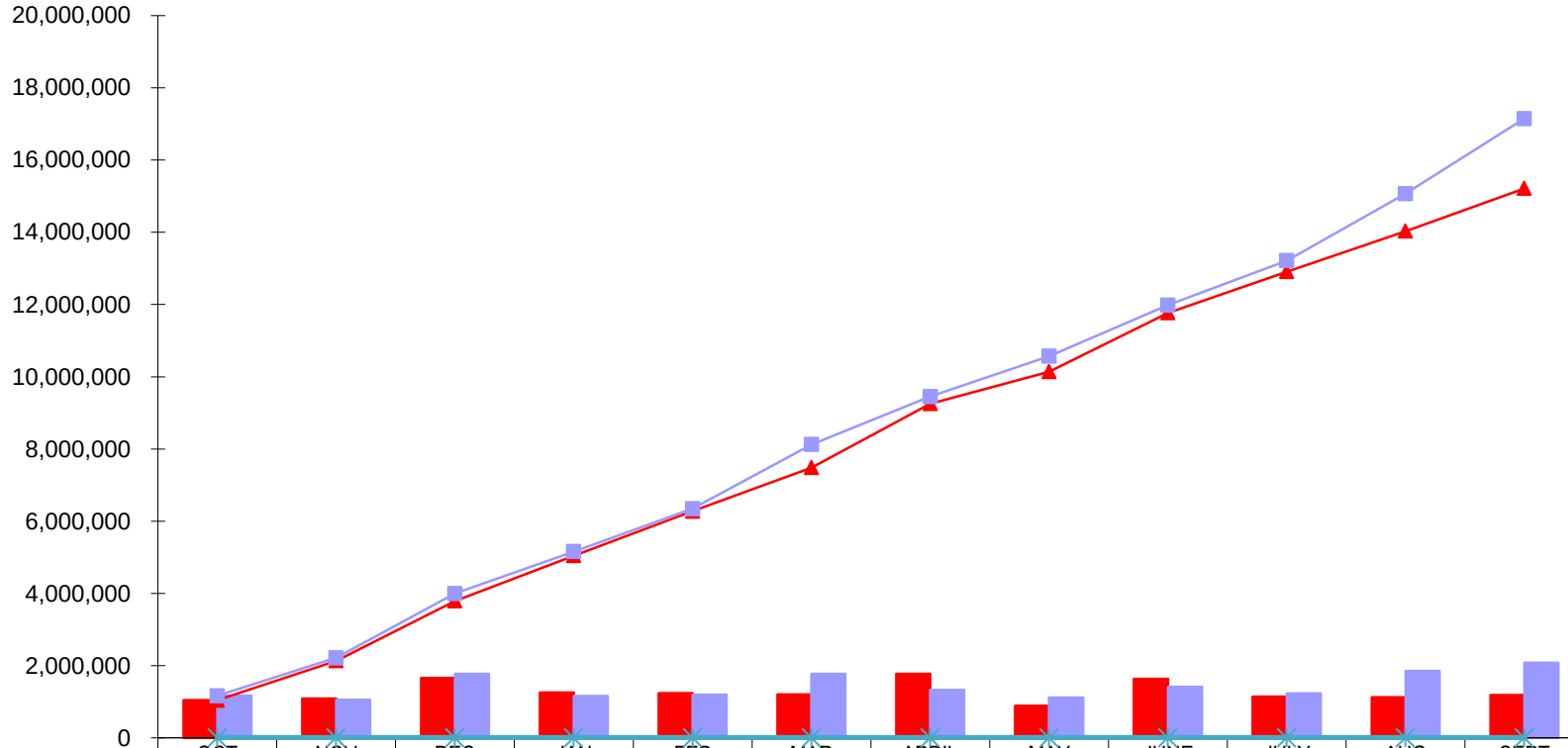
Staff recommends that City Council accept the finance report for the period ending September 30, 2016.

Revenue Trend Comparison



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
2014-15	484,634	955,402	4,929,898	3,078,804	2,304,726	1,362,198	502,176	673,698	703,244	558,506	699,887	438,979
2015-16	562,313	987,115	4,118,735	3,044,455	3,086,948	1,374,372	359,149	797,973	623,063	658,806	721,927	223,456
YTD 14-15	484,634	1,440,036	6,369,934	9,448,738	11,753,464	13,115,662	13,617,838	14,291,536	14,994,780	15,553,286	16,253,173	16,692,152
YTD 15-16	562,313	1,549,428	5,668,163	8,712,618	11,799,566	13,173,939	13,533,088	14,331,061	14,954,124	15,612,930	16,334,857	16,558,312
% Increase 14-15 to 15-16	16.03%	7.60%	-11.02%	-7.79%	0.39%	0.44%	-0.62%	0.28%	-0.27%	0.38%	0.50%	-0.80%

Expenditure Trend Comparison



	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT
2014-15	1,041,570	1,091,832	1,656,040	1,254,598	1,233,716	1,202,501	1,771,545	885,387	1,631,225	1,140,779	1,121,353	1,185,105
2015-16	1,165,220	1,053,458	1,776,743	1,161,320	1,190,850	1,772,755	1,329,110	1,117,092	1,416,299	1,232,509	1,854,566	2,078,235
YTD 14-15	1,041,570	2,133,402	3,789,442	5,044,039	6,277,755	7,480,256	9,251,801	10,137,188	11,768,413	12,909,192	14,030,545	15,215,650
YTD 15-16	1,165,220	2,218,678	3,995,421	5,156,741	6,347,591	8,120,346	9,449,456	10,566,548	11,982,847	13,215,356	15,069,921	17,148,156
% Change 2014-15 to 2015-16	11.87%	4.00%	5.44%	2.23%	1.11%	8.56%	2.14%	4.24%	1.82%	2.37%	7.41%	12.70%

CITY OF BENBROOK
SALES TAX ANALYSIS
AS OF SEPTEMBER 30, 2016

		FIRST QUARTER				SECOND QUARTER				THIRD QUARTER				FOURTH QUARTER				ANNUAL
	YEAR-TO DATE	OCTOBER	NOVEMBER	DECEMBER	SUB-TOTAL	JANUARY	FEBRUARY	MARCH	SUB-TOTAL	APRIL	MAY	JUNE	SUB-TOTAL	JULY	AUGUST	SEPTEMBER	SUB-TOTAL	TOTAL
2008-09	**1,830,896**	115,329	196,597	147,653	459,579	118,851	208,401	166,682	493,933	115,362	117,485	120,110	352,957	179,591	201,954	142,882	524,427	**1,830,896**
2009-10	**1,766,240**	130,551	172,053	106,827	409,432	116,050	173,780	126,019	415,849	110,808	212,181	132,414	455,403	138,682	194,432	152,442	485,557	**1,766,240**
2010-11	**2,318,281**	212,494	161,967	160,492	534,954	199,141	190,084	143,760	532,985	245,116	223,000	181,216	649,331	229,160	196,711	175,140	601,011	**2,318,281**
2011-12	**2,319,841**	218,564	161,430	186,638	566,632	251,517	168,551	171,053	591,121	236,986	178,165	188,604	603,754	218,557	178,708	161,070	558,335	**2,319,841**
2012-13	**2,277,131**	215,752	184,452	181,368	581,572	222,555	170,084	174,164	566,803	201,241	164,765	202,525	568,531	211,491	178,411	170,324	560,225	**2,277,131**
2013-14	**2,285,899**	215,869	177,403	161,342	554,614	234,503	154,780	155,432	544,714	229,367	176,980	175,792	582,138	217,955	199,305	187,172	604,432	**2,285,899**
2014-15	**2,277,446**	215,101	207,526	173,580	596,207	236,852	149,782	162,730	549,365	219,751	181,230	163,667	564,648	213,300	189,185	164,742	567,227	**2,277,446**
2015-16	**2,181,518**	216,144	177,560	175,150	568,854	202,909	149,580	153,523	506,011	222,661	158,987	177,732	559,380	210,000	154,708	182,565	547,273	**2,181,518**

Change 2008-09 to 2009-10	**-3.53%**
Change 2009-10 to 2010-11	**31.26%**
Change 2010-11 to 2011-12	**0.07%**
Change 2011-12 to 2012-13	**-1.84%**
Change 2012-13 to 2013-14	**0.38%**
Change 2013-14 to 2014-15	**-0.37%**
Change 2014-15 to 2015-16	**-4.21%**
Budget 2015-16	**1,900,000**
Projected 2015-16	**2,000,000**
Variance from Budget	**100,000**

City of Benbrook, Texas
Hotel/Motel Tax (HMOT) Financial Report
For Fiscal Year: October 1, 2015 to September 30, 2016
September 30, 2016

	Beginning	change	Ending
Net Position for the 4th Qtr Ending September 30	$ 278,488	$ 27,889	$ 306,377

REVENUE & EXPENSES

Revenue:	Estimated Revenues	Prior Quarters	Current Quarter	Y-T-D	Unearned Balance
Motel 6	$ 29,381	$ 18,281	$ 10,397	$ 28,678	$ 703
Benbrook Inn & Suites	10,514	8,457	6,356	14,813	(4,299)
Comfort Suites	48,245	38,242	29,927	68,169	(19,924)
Days Inn	40,590	19,618	13,764	33,382	7,208
Donations	5,000	1,000	1,000	2,000	3,000
Vendor Fees	320	-	745	745	(425)
DVDs and Apparel	542	279	-	279	263
Interest Income	214	19	8	27	187
TOTAL REVENUES	$ 134,806	$ 85,896	$ 62,197	$ 148,093	$ (13,287)

Expenditures:	Adopted Budget	Prior Quarters	Current Quarter	Y-T-D	Budget Balance
Motel 6	11,000	11,000	-	11,000	-
Comfort Inn & Suites	-	-	-	-	-
Days Inn	10,600	10,600	-	10,600	-
Visitor Center	110,402	83,080	23,278	106,358	4,044
VC Display	-	-	1,580	1,580	(1,580)
Thunderbirds	-	-	-	-	-
Benbrook Video	-	-	-	-	-
Benbrook Chamber	4,000	2,000	1,000	3,000	1,000
Chamber Cook-out	2,500	2,500	-	2,500	-
Winter Wonderland	7,000	8,053	-	8,053	(1,053)
Heritage Fest	20,000	76	8,450	8,526	11,474
TOTAL EXPENDITURES	$ 165,502	$ 117,309	$ 34,308	$ 151,617	$ 13,885
NET CHANGE IN POSITION	$ (30,696)	$ (31,413)	$ 27,889	$ (3,524)	

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
11/03/16	G-2269	Approve Hotel/Motel Occupancy Tax Report for period ending September 30, 2016	1 of 1

REVENUES

Revenues for the City's hotel/motel occupancy tax fund totaled $62,197 for the quarter beginning July 1, 2016 and ending September 30, 2016. Revenue from the hotel/motel occupancy tax totaled $60,444 and included payments received for previous quarters. Heritage Fest revenue for vendor fees and from donations totaled $1,745. The remainder of the revenue was realized from interest income.

EXPENDITURES

Expenses for this quarter totaled $34,308. The City Visitor Center expenditures were $23,278. The Benbrook Area Chamber of Commerce was reimbursed $1,000 for promotional services. Heritage Fest expenses totaled $8,450; additional expenses for Heritage Fest will be captured on the next quarterly report. Other expenses were $1,580.

NET CHANGE IN FINANCIAL POSITION

For the fourth quarter of the 2015-16 fiscal year, the fund balance for the hotel/motel occupancy tax fund increased by $27,889 from $278,488 to $306,377.

For the 2015-16 fiscal year, total revenues of $148,093 were exceeded by year-to-date expenditures of $151,617 by $3,524.

RECOMMENDATION

Staff recommends that City Council accept the Hotel Motel Tax Report for the period ending September 30, 2016.

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

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
11/03/16	G-2270	Approve Hotel/Motel Occupancy Tax Distribution for FY 2016-2017	1 of 1

City Staff received applications for the 2016-17 Hotel/Motel Occupancy Tax budget distributions. Upon review of all requests, Staff has compiled the following list.

Organization	**Program**	**Description**	**Amount**
Benbrook Area Chamber of Commerce	Cook-Off	BBQ Contest	$ 3,000
Benbrook Area Chamber of Commerce	Chamber Support	Promotional Services	$ 6,000
City of Benbrook	Visitor Center	Promotion of Benbrook/ Events	$ 126,399
City of Benbrook	Heritage Fest	Home-Town Festival	$ 20,000
City of Benbrook	American Veterans Traveling Tribute	Recognition of Veterans	$ 14,500*
City of Benbrook	Winter Wonderland	Christmas Light Exhibit	$ 3,000
TOTAL REQUESTS			**$ 172,899**
Required Advertising Budget		Statutory Requirement	$ 30,900
TOTAL HMOT BUDGET			**$ 203,799**

* Please note that City Council previously discussed hosting this event (Vietnam Memorial Traveling Wall) every 5 years. The last event was in FY 2011/2012.

RECOMMENDATION

Staff recommends that City Council consider the requests for the Hotel/Motel Occupancy Tax Budget for the 2016-17 fiscal year.

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

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
11/3/16	C-302	Approve contract for Fire and EMS Services with Tarrant County Emergency Services District #1 for FY 2016-2017	1 of 1

For a number of years, Tarrant County has engaged (via contract) the Benbrook Fire Department to provide fire and EMS services to portions of unincorporated Tarrant County.

The City last renewed the annual fire and EMS services agreement with Tarrant County in October, 2015.

Contract continuation is beneficial to Benbrook for the following reasons:

- Provision of the Tarrant County provided tanker precludes the purchase of this apparatus by Benbrook citizens. A new tanker was placed in service earlier this year.
- Provision of a Tarrant County provided brush truck precludes the purchase of this apparatus by Benbrook citizens.
- Tarrant County supplies two thermal imaging cameras.
- The 2016/17 base rate of compensation is $110,000 for Benbrook services rendered.
- The 2016/17 rate of compensation from points is estimated to be $157,000.
- The 2016/17 contract includes a grant from the district of $20,000 for the purchase and replacement of firefighting equipment.
- The total cash reimbursement from Tarrant County to the City is approximately $287,000.

As is standard for Tarrant County, they did not provide this year's contract until after the new fiscal year began. The term of the contract is for one year, from October 1, 2016 to September 30, 2017.

RECOMMENDATION

Staff recommends that City Council approve the proposed contract for fire and EMS services for the assigned area of Tarrant County Emergency Services District #1 for fiscal year 2016-2017.

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

THE STATE OF TEXAS §
§
§
§
COUNTY OF TARRANT §

City of Benbrook, Texas
Fire Service
Emergency Medical Services
Equipment
Grant

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE, acting by and through its Board of Emergency Commissioners, hereafter referred to as DISTRICT, and the CITY OF BENBROOK, TEXAS, hereafter referred to as CITY, enter into the following Agreement:

Section 1: Authority and Services

CITY has a volunteer fire department recognized by the Insurance Commission of the State of Texas or a full-time professional fire department, and is, by an order or resolution of its governing body, authorized to enter into this Agreement with DISTRICT for the use of the personnel and equipment of CITY for the purpose of providing fire protection to real and personal property and emergency medical services (EMS) located outside the boundaries of CITY and within such distance as the CITY may be reasonably expected to render service in case of emergency service needs. Said service area(s) is highlighted on the attached Exhibit "A." The equipment and personnel of the CITY shall be under the control and supervision of CITY employees during a fire or emergency medical response pursuant to this Agreement. In accordance with Section 418.109(d) of the Texas Government Code or Section 791.027 of the Texas Government Code, it is also understood and agreed that the existence of this Agreement does not prevent the CITY from providing mutual aid assistance on request from another municipality, county, emergency services district, fire protection agency, organized volunteer group or other emergency service entity, and shall not be obligated to respond, when in the sole judgment of the CITY, such response would leave insufficient protection for the CITY.

Section 2: Fire Services Provided

CITY and DISTRICT hereby agree that for and in consideration of the monies to be paid by DISTRICT to CITY, the CITY will provide, through its fire department, fire protection services to the area described. These services include fire protection, fire rescue and first response for emergency medical services. In the event that the CITY resources are unavailable at the time of the request for services, the CITY will take reasonable efforts to make the resources available as soon as reasonably possible.

Section 3: Fire Service Compensation

DISTRICT agrees to pay to CITY the total sum of ONE HUNDRED TEN THOUSAND DOLLARS ($110,000.00) during this contract year by making equal quarterly payments during the months of January 2017, April 2017, July 2017 and October 2017 for fire protection services in the service area outlined in Exhibit "A."

Section 4: EMS Compensation

For EMS, if provided by CITY under this Agreement, the DISTRICT agrees to pay to CITY an amount based upon the CITY's proportionate per run share determined by dividing the sum of ONE MILLION FOUR HUNDRED THOUSAND DOLLARS ($1,400,000.00), the amount anticipated being available for such payments, by the total points per service run as established by the 1998-1999 Rules and Regulations adopted by DISTRICT, a copy of which is attached hereto and marked as Exhibit "B," for all EMS runs made in the areas served by the DISTRICT and multiplying that quotient by the total number of points accrued by CITY for that quarter of the service year. DISTRICT will make quarterly payments of the amount due the CITY during the months of February 2017, May 2017, August 2017 and November 2017.

Section 5: EMS Reports

CITY will deliver reports of EMS calls to the DISTRICT at its offices at 2750 Premier Street, Fort Worth, Texas, no later than the 15th day of the month following the month in which a service run was made by CITY in order to be eligible for payment and the CITY agrees that the determination by DISTRICT will be final regarding the allocation of service run points.

Section 6: Equipment

During the period of this Agreement the DISTRICT will provide an engine tanker truck and a brush truck for the CITY's use. Title to such trucks shall remain with the DISRICT and the CITY shall return the trucks to the DISTRICT upon expiration or termination of this Agreement, ordinary wear and tear excepted. By housing the equipment, the CITY agrees to use the equipment for calls beyond its service area in the event that conditions warrant its use. The parties to this Agreement agree that the County Fire Marshal will have the discretion to make decisions governing its use. CITY agrees to provide manpower to operate the equipment. CITY agrees to provide routine maintenance for this truck, including, but not limited to, fuel, tires, oil, transmission fluid, and spark plugs. DISTRICT will provide insurance against damage to the truck and damage, if any, for liability for the use of the equipment. The equipment may not be used as a first responder (EMS) unless necessary, for example, other vehicles are already dispatched in emergency response. Additionally, the CITY will comply with the Tarrant County ESD Equipment Policy which is attached hereto as Exhibit "C" for the usage of the equipment.

Other than property described in the previous paragraph, DISTRICT is under no obligation with respect to providing firefighting equipment or ambulance vehicles or supplies, or any other expenses incidental to the carrying out of this Agreement, and will have no right, title or interest in and to vehicles and equipment belonging to or contracted for by CITY.

Section 7: Term

Regarding payment, this Agreement will be in full force and effect for and during the period beginning October 1, 2016 and ending September 30, 2017. Regarding response purposes, this Agreement will remain in force until the 2017-18 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2017 under the same terms and conditions.

Section 8: Payment of Funds

The DISTRICT will use its general fund to pay for the services supplied by the CITY pursuant to this Agreement. Payment pursuant to this Agreement will be in accord with the Rules and Regulations promulgated by the Commissioners. Said payments will be made as funds are available to DISTRICT.

Section 9: Emergency Scene Control

Whenever CITY responds to a call outside its normal jurisdictional limits, it will operate under the Fire Code in effect within the CITY limits of such cities or fire department primarily responsible for service to the area being served by CITY. Any fire investigators or other personnel who respond from DISTRICT to a fire or emergency scene which is under the control of CITY will be governed by the Fire Code of the CITY within whose limits the CITY normally operates. CITY personnel agree to fully cooperate with DISTRICT personnel.

Section 10: Inspection of Equipment

The DISTRICT or its agent has the right to inspect the equipment of the CITY that the CITY operates in its performance under this Agreement. The parties acknowledge that the nature of the CITY's equipment determines the consideration paid under this Agreement. In the event that the inspection reveals that the equipment is not in operating condition and in compliance with the Insurance Services Office (ISO) and the Texas Department of State Health Services (TDSHS) requirements for a department of its size, the CITY will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition or in compliance with the ISO and TDSHS requirements for a department of its size during the re-inspection, all payments by the DISTRICT to the CITY will cease until the problem is corrected as certified by the DISTRICT.

Section 11: Monthly Reporting Required

All monthly reports, fire or ambulance, shall be turned in to the Fire Marshal's office no later than fifteen (15) days after the end of the applicable month. The failure to timely file the monthly report shall excuse the DISTRICT from payment for that applicable month resulting in a reduction of one-third of the quarterly payment to the CITY for each applicable month.

Section 12: Workers' Compensation Coverage

The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY's performance under this contract. The CITY recognizes that the DISTRICT has no responsibility to furnish this coverage and CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

Section 13: Line of Duty

When an employee or volunteer of the responding CITY is performing duties under the terms of this Agreement, that person is considered to be acting in the line of duty for the CITY for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties for the CITY within the applicable provisions of Chapter 615 of the Texas Government Code, and of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death or loss which occurs while in the line of duty for the CITY under this Agreement. This section does not increase the DISTRICT's liability under this Agreement.

Section 14: Assignment of Liability

The assisting party (CITY) shall be responsible for any civil liability or costs that may arise from the fire protection, fire rescue and first response for emergency medical services that the assisting party provides to the requesting party (DISTRICT) under this Agreement. The parties agree pursuant to Section 791.006 (a-1) of the Texas Government Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code, which provides that "the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services." The parties also agree that pursuant to Section 775.0366 (e) of the Texas Health and Safety Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 775.0366 (d), which provides that the "district is responsible for any civil liability that arises from furnishing those services if the district would have been responsible for furnishing the services in the absence of the contract." It is expressly understood and agreed, however, that in the execution of this Agreement, neither the CITY nor the DISTRICT waives, nor shall be deemed to waive, any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

Section 15: Implied Rights; Employees

By entering into this Agreement the parties do not intend to create any obligations expressed or implied other than those specifically set forth herein and this Agreement will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Agreement. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Agreement.

Section 16: Conferring of Rights

This Agreement does not confer any rights on third parties who are not signatories to this Agreement, therefore no person may bring suit against CITY or DISTRICT regarding the performance of this Agreement as a third party beneficiary of this Agreement.

Section 17: Cancellation

DISTRICT and CITY retain the right to cancel without cause this Agreement on thirty (30) days written notice to the non-canceling party. In the event of cancellation, DISTRICT will pay a prorated share of the monies due for the remainder of that quarter only if the CITY provides services as required in the Agreement during the period of time leading up to the termination date. However, in the event that CITY exercises this right of cancellation, CITY must repay to DISTRICT all money paid CITY by DISTRICT for personal property, if any, purchased by the CITY with funds from the DISTRICT.

Section 18: Form 1295 Acknowledgement

CITY acknowledges that it is a governmental entity and not a business entity as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

Section 19: Grant from District

During the DISTRICT's 2017 fiscal year, the CITY may request reimbursement for expenses related to the item(s) listed in Exhibit "D". Reimbursement shall not exceed the amounts or quantities listed unless specifically authorized by the DISTRICT through an action of its Commissioners. Reimbursement requests must be received by the DISTRICT on or before June 30, 2017. If applicable, ambulance replacement reimbursements are due by August 31, 2017. Reimbursements will be considered based on proper documentation being submitted by the CITY including, but not limited to, an itemized invoice(s) and proof of payment(s) by the CITY.

WITNESS the signatures of the respective parties hereto this the _____ day of _____, _____.

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1

_____
President

ATTEST:

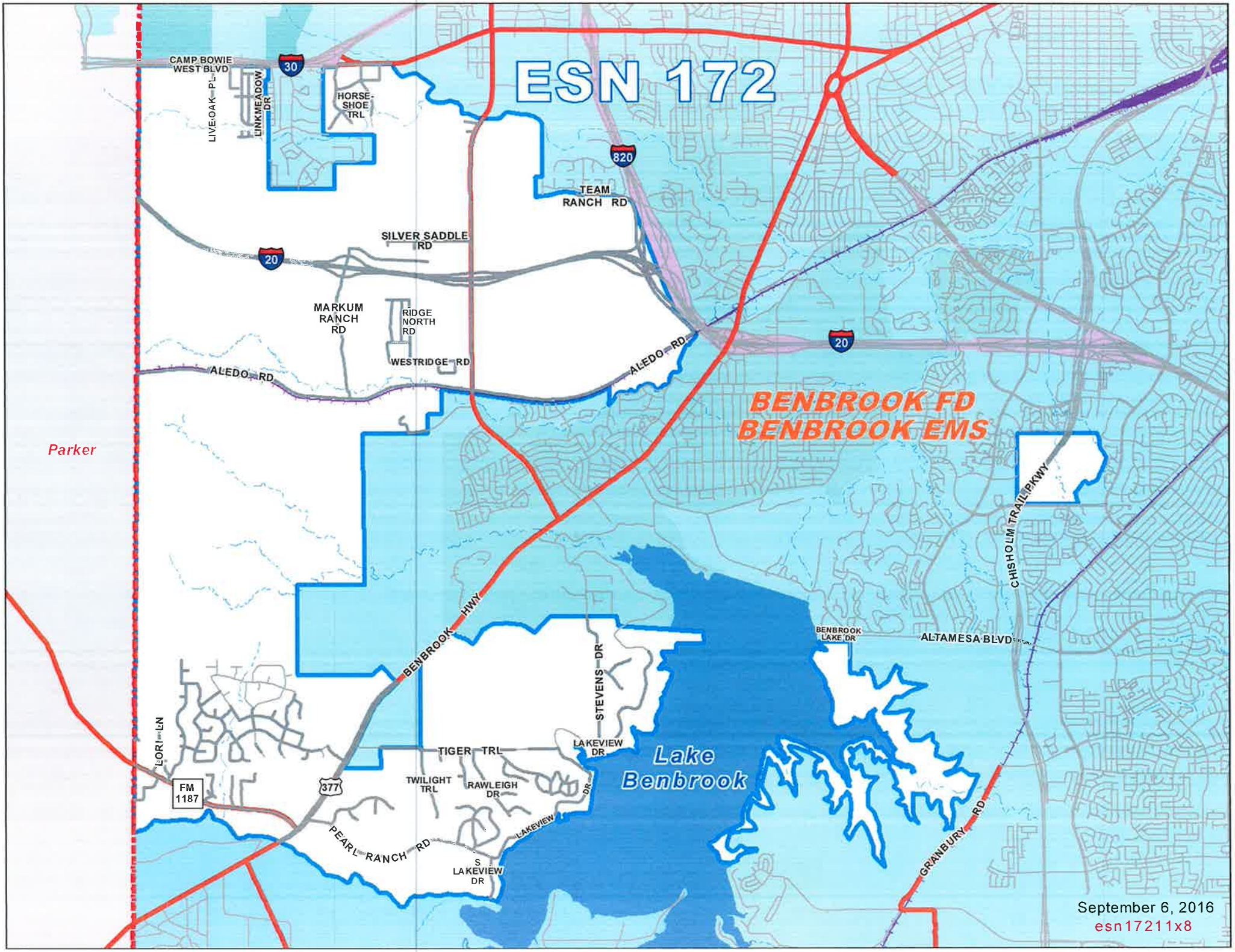
_____
Secretary/Treasurer

CITY OF BENBROOK, TEXAS

_____
Authorized Official

ATTEST:

_____
Secretary



September 6, 2016
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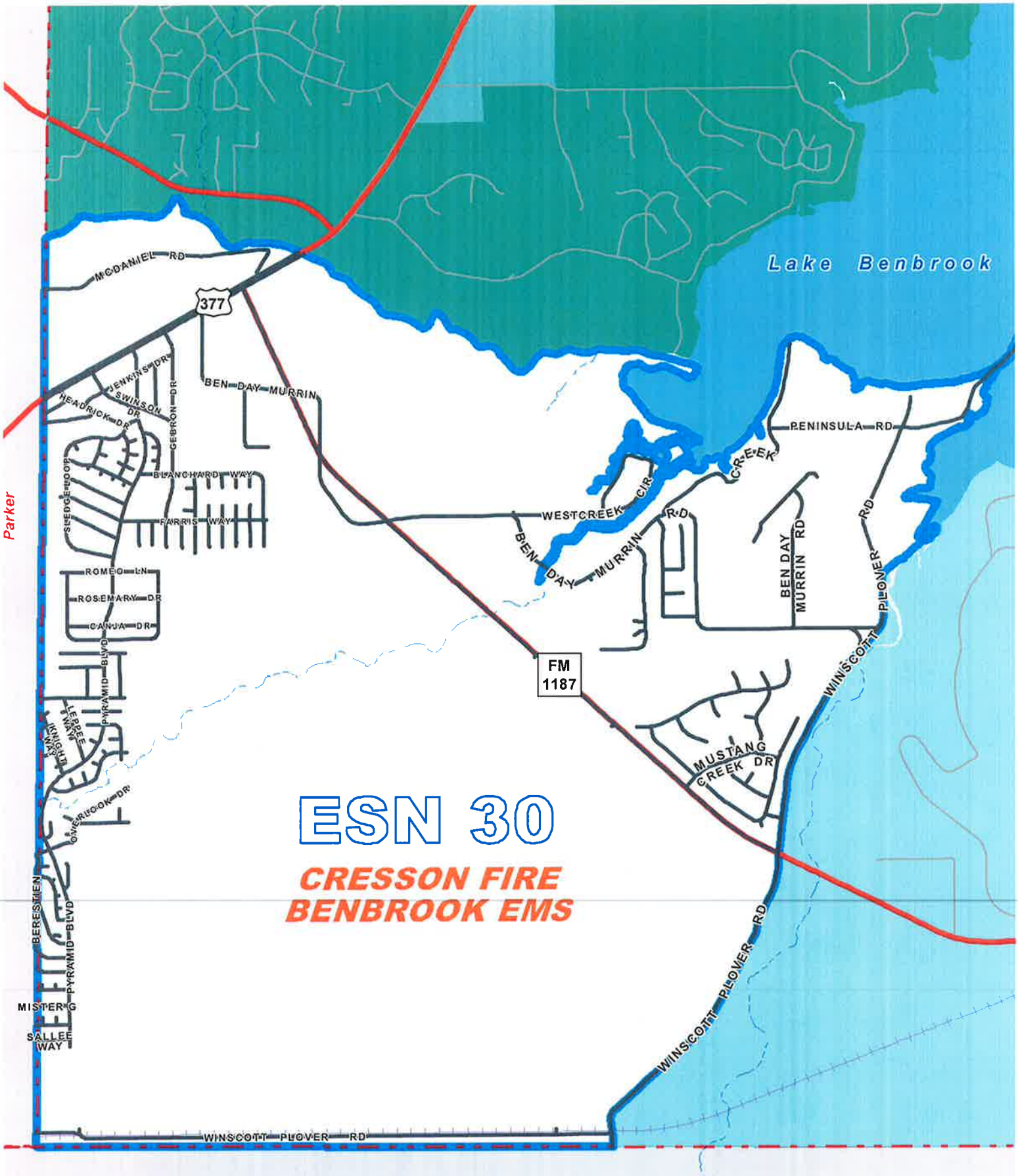
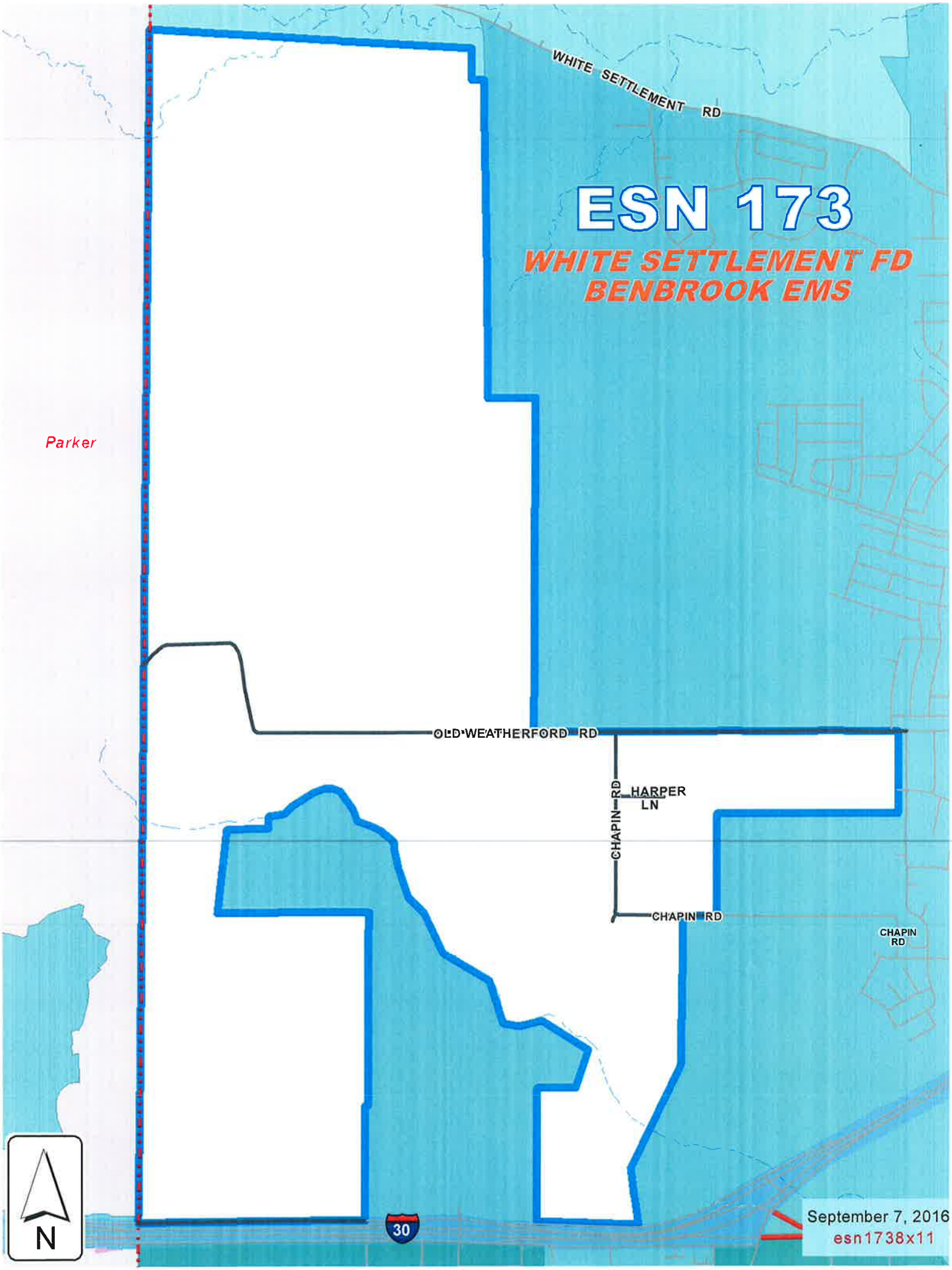


September 7, 2016

esn0308x11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ESN 173
WHITE SETTLEMENT FD
BENBROOK EMS
Parker
OLD WEATHERFORD RD
CHAPIN RD
HARPER LN
CHAPIN RD
CHAPIN RD
30
N
September 7, 2016
esn1738x11

EXHIBIT "B"

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE
POINT SYSTEM
2016-2017
RULES AND REGULATIONS

Runs as received by the dispatcher must be of an emergency nature in order to qualify for payment.

Dispatcher(s) should be familiar with their territory. If a dispatcher received a call for another district, the dispatcher should inform the caller of the proper department. Then make a reasonable attempt to notify the proper department before toning out, but has the responsibility of responding if unable to raise the proper district.

Each run report should have street address and cross street, or distance and direction of closest cross street (if address is not available), and the MAPSCO map coordinate.

Run reports MUST be received by the 15th of the following month that the run is made. Any reports received by the office after the 15th WILL NOT BE PAID.

We have been asked to verify calls – just to keep everyone honest so be forewarned – that spot checks of random reports will be performed.

AMBULANCE TRANSPORT

Ambulance Transport:

Advance Life Support Transport	5 Points
Basic Life Support Transport	3 Points
All no rides	1 Point
***AMBULANCE Mutual aids calls (EXTRA)	1 Point
Call over 4 miles from the Dept.'s Station (EXTRA)	2 Points

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE
EXHIBIT "B" POINT SYSTEM – (CONTINUED)

(CAREFLITE transport qualifies for full points to responding departments)

ALS transport is when one or more patients are transported by one ambulance and the ambulance is staffed by a Paramedic or an EMT SS and equipped with IVs, Drugs, and EKG Monitor.

BLS transport is when patients are transported by ambulance that does not have a Paramedic or EMT SS or does not have ALS equipment.

No points will be awarded to departments that contract for Ambulance Service who transport.

Ambulance TRANSFERS will not receive any points.

NOTE:

THIS IS TO CURTAIL ANY FALSE REPORTS SENT IN. THIS IS NOT TO PENALIZE A DEPARTMENT FOR ANY MISTAKES MADE. THE LOSS OF POINTS WILL BE DECIDED ON BY THE POINTS COMMITTEE AND PRESENTED TO THE BOARD FOR APPROVAL.

REVISED EXHIBIT "A" – CHANGED TO EXHIBIT "B": PRESENTED TO THE BOARD OF EMERGENCY SERVICES DISTRICT COMMISSIONERS AT THEIR SEPTEMBER 8TH, 1997 BOARD MEETING, WHEN IT WAS VOTED ON AND APPROVED.

EXHIBIT "C"

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1

EQUIPMENT POLICY

Table of Contents

Title	Policy Number
Mission Statement	100.0
Types of Calls Inside Tarrant County	101.0
Care and Maintenance	102.0
Training and Staffing	103.0
Types of Calls Outside Tarrant County	104.0
Inspections by the District	105.0

Mission Statement

To provide emergency services to the residents of the unincorporated areas of Tarrant County by offering equipment for fire fighting and emergency medical purposes to the unincorporated areas of Tarrant County and providing available equipment to support and supplement existing equipment along with supervising the availability of this equipment for the citizens it serves.

Types of Calls the Apparatus Inside Tarrant County

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1. Structure fires where no adequate water supply exists. (Tanker)
2. In support of the fire fighting units engaged in grass and brush fires.
3. In support of fire fighting units(s) engaged in such emergencies that require a large supply of water. (Tanker)
4. In support of fire fighting activities of Fire departments that contract with the Emergency Service District.
5. Other such calls, emergencies, or other activities as directed by the Tarrant County Fire Marshal's Office.
6. As assigned by the Fire Chief of the appointed departments which house the apparatus.

Care and Maintenance

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1. Each individual fire department who contracts with the Emergency Service District to house and operate one of these units shall be responsible for normal day to day operation cost, and the regular maintenance of that particular unit. Day to day operating cost include: fuel, motor oil, lubricants, fan belts, water hoses, anti-freeze, air filters, transmission fluids, etc. Preventative maintenance includes scheduled oil and filter changes per manufacturer specifications, lubrications, tire rotations if needed, etc.

2. On all major repairs, each department will advise the Emergency Service District Board or the Tarrant County Fire Marshal's Office and coordinate these repairs with them. Top priority shall be given to keeping all units in service at all times.

3. All damages to the apparatus and the equipment assigned to it, either minor or major in nature, shall be reported to the Tarrant County Fire Marshal's Office who is assigned to oversee the operation of these units as soon as possible so that it can be repaired.

4. Anytime any unit is to be out of service whether for a mechanical reasons or otherwise, it shall be reported to the Tarrant County Fire Marshal's Office and also the Tarrant County Fire Alarm Center who will coordinate temporary coverage for that area that unit protects.

5. The Tarrant County Fire Marshal's Office shall coordinate warranty repair.

6. The department to which a Tanker is assigned is also responsible to see that the apparatus is not to leave the hard surface of the road.

Training and Staffing

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1. Each individual department that is assigned one of the apparatus is responsible for training its personnel in the operations of the unit. This includes, but is not limited to, driving and all operations of the units.

2. When responding to emergency calls, it shall be up to the Fire Chief of the department the vehicle is assigned to, to oversee that the vehicle is adequately staffed for any particular assignment to which it is responding.

3. All drivers of the apparatus must at least possess a class "B" exempt driver's license.

Outside Unincorporated Usage

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1. If, in the opinion of the Tarrant County Fire Marshal's Office, the utilization of this equipment outside of Tarrant County will serve a public purpose of the citizens of Tarrant County, Texas then the equipment may be used outside of Tarrant County, Texas in an area under the jurisdiction of a city or volunteer fire department.

2. On major incidents outside the boundaries of unincorporated Tarrant County, only one unit from the northern district and one unit from the southern district shall be permitted to leave the county. Priority shall always be with protecting the citizens of the unincorporated Tarrant County area.

3. Response to areas inside Tarrant County, but outside the responsible areas of the Emergency Services District, shall be coordinated through the Tarrant County Fire Alarm Center and also be limited only to those cities who contract with the District and can only be utilized for fire fighting purpose only. The Tarrant County Fire Alarm Center will then notify the Tarrant County Fire Marshal's Office when this occurs.

Inspection by the Emergency Services District

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1. The Emergency Service District or its representatives shall be allowed to inspect each apparatus and the equipment assigned to it at any reasonable time to assure that the apparatus is being maintained, adequately equipped, and is available for emergency calls.

2. Apparatus that is not being maintained or equipped, and therefore unavailable for calls, can and shall be reassigned to another department if the Emergency Service District decided that such a reassignment would better serve the district and its citizens.

Exhibit "D"

GRANT FROM DISTRICT

City of Benbrook

(Items included in the categories below are based on the agency's itemized request and will be reimbursed in strict compliance with the agency's grant submission.)

Grant Purpose	Amount
Bunker gear	$20,000.00

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
11/03/16	C-303	Award contract for employee dental insurance	1 of 2

Current Plan

Since November 2015, Aetna has provided dental insurance to full-time City employees and their dependents. The current rates are $22.93 per month per employee. Dependent premiums are available on a three-tier system and currently cost an additional $52.18 for family coverage, $26.25 for spouse coverage, and $27.30 for children coverage; the dependent rates do not include the employee premium.

Retirees of the City of Benbrook are eligible to participate in the dental insurance plan; retirees are responsible for the premium payment. Thirteen retirees currently have coverage.

The Benbrook Library District (BLD) also participates in the City's group dental plan and reimburses the City for the costs of premiums.

Dependent Subsidy

Currently, seventy employees have dependent dental coverage. The City pays a portion of the dependent premium. The monthly subsidy amounts are $14.89 for family coverage, $3.22 for spouse coverage, and $3.56 for children coverage. The approximate cost of the dependent subsidy is $8,784 per year.

Aetna Renewal Rates

In September 2016, Aetna notified the City that monthly dental insurance premiums would increase by 7.50 percent based upon claims. The City's agent of record requested that Aetna review the rate adjustment and negotiated an increase of 5.50 percent for all of the premiums effective November 1, 2016. These rates reflect no change in benefits from the current plan.

Aetna's proposed monthly premiums are $24.19 per employee plus an additional $27.69 for spouse coverage, $28.80 for children coverage, and $55.05 for family coverage.

Staff Analysis

Staff recommends renewing with Aetna at an estimated annual cost to the City of $35,124 for premiums for the 121 employees included in the 2016-17 Budget. These costs are based on an employee premium of $24.19 per month. Staff recommends adjusting the dependent subsidy to the cover the rate increase. Based on seventy employees with dependent coverage, this annual

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

cost is approximately $11,800. The City's total costs for group dental insurance for 2016-17 are approximately $46,924.

Funding

The 2016-17 Budget includes $48,281 for dental insurance premiums for 121 employees and for the subsidy of dependent premiums; this allocation was based on a 10.00% increase in rates.

Based upon Aetna's proposed renewal, the City's total annual cost for dental insurance for 2016-17 is estimated to be $46,924. The City's projected costs are approximately $1,357 below the 2016-17 Budget allocation for group dental insurance.

RECOMMENDATION

Staff recommends that the City Council approve a one-year contract with Aetna for provision of the City's dental insurance as noted above to be effective November 1, 2016.

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
11/03/16	C-304	Award contract for employee health insurance	1 of 3

Current Plan

Aetna provides group health insurance coverage for full-time City employees and their eligible dependents through a Preferred Provider Organization (PPO) plan. The City pays the employee premium for full-time employees. Optional coverage is available for eligible dependents. Employees are responsible for payment of dependent premiums; the City subsidizes a portion of the dependent premium.

Retirees of the City of Benbrook are eligible to participate in the health insurance plan; retirees are responsible for the premium payment. Nine retirees currently have coverage.

The Benbrook Library District (BLD) also participates in the City's group health plan and reimburses the City for the costs of premiums.

The current monthly rates are: $608.98 for an employee, an additional $846.50 for a spouse, an additional $566.37 for children, and an additional $1,260.59 for family coverage.

Dependent Care Subsidy

The City has subsidized dependent coverage for over twenty-six years. The current monthly dependent subsidy amounts are: $558.43 for spouse-only coverage, $357.24 for children-only coverage, and $782.42 for family coverage.

City Reimbursement Program

The current reimbursement rate for out-patient procedures and surgery is a maximum of $1,000 per occurrence. The reimbursement rate for hospitalization is a maximum of $2,000 per admission. Employees and covered dependents are eligible for the reimbursements. The maximum annual reimbursement is $3,000 for an employee and $6,000 for an employee with dependent health coverage.

The City contributes up to $300 to the Section 125 plan account for full-time employees who do not have dependent health insurance coverage through the City of Benbrook.

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

2016-17 Budget Allocation

The 2016-17 Budget allocation for group insurance in the amount of $1,652,750 reflects a ten percent increase over the amount estimated in 2015-16. This total also includes health insurance premium, subsidy, and reimbursement costs for the three new employees in the Fire Department and the one new employee in the Police Department.

Proposed Renewal

In September 2016, Aetna proposed a renewal rate of 26.10 percent based upon claims. The City's Agent of Record negotiated a rate increase of 15.00 percent with no changes in services, benefits, co-payments, and deductibles.

Aetna provided a variety of plan options - with changes in deductibles, co-insurance, co-payments, and maximum annual out-of-pocket totals - to enable the City to reduce the rate adjustment. Aetna also proposed switching from a Preferred Provider Organization (PPO) plan to an Exclusive Provider Organization (EPO) plan. The EPO plan proposed by Aetna uses the identical network as Aetna's current PPO; however, the EPO does not cover out-of-network services except for emergency services.

These plan options were presented to a group of City employees for review and consideration. Staff also analyzed the potential impact of excluding out-of-network services for coverage and determined that very few employees had ventured out from Aetna's network of physicians, hospitals, facilities, and pharmacies.

The City's agent also requested proposals from Blue Cross of Texas, CIGNA, and United HealthCare. Proposals from CIGNA and United HealthCare were competitive but not sufficient in savings to justify a change in coverage. These favorable proposals did provide leverage in rate negotiations for the proposed renewal and for plan options.

Aetna's final proposal included an option to replicate the current PPO with two changes: (1) changing to an EPO plan with no coverage for out-of-network services except for emergency services and (2) implementing pre-certification and step therapy for prescription drugs. The co-payments, deductible, co-insurance rates, and maximum out-of-pocket amounts remain the same as in the current PPO plan. The proposed EPO plan includes rates that are 7.40 percent higher than the current rates.

Proposed Rates

The revised rates are: $653.95 for an employee. The additional monthly premium costs for dependents are: $909.02 for spouse-only coverage, $608.21 for coverage for children, and $1,353.69 for family coverage.

Estimated Cost of Renewal

Continuation of current coverage is estimated to cost $949,535 for premiums for the one-hundred-twenty-one employees included in the City's 2016-17 Budget based on the monthly employee rate of $653.95.

Continuation of the reimbursement programs is projected to cost $30,000. Continuation of the dependent subsidy, including an adjustment to cover the cost of the dependent premium increase, is estimated at $530,168. The total City cost is estimated at $1,509,703; this amount is below the 2016-17 Budget allocation by $143,047.

RECOMMENDATION

Staff recommends that the City Council

1. Approve a one-year contract, effective November 1, 2016, with Aetna for provision of the City of Benbrook's group health insurance.
2. Increase the subsidy for employees with dependent coverage to offset the increase in premiums.
3. Continue the reimbursement programs.

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
11/03/16	P-272	Approve Purchase of four (4) 2017 Police Vehicles	1 of 1

The 2016/2017 budget allocates $148,000 for the purchase of four (4) police package patrol vehicles (2017 Chevrolet Tahoe).

Through cooperative purchasing programs, the City received bids from the Tarrant County Cooperative Joint Venture, Texas Buy Board, and Texas Smart Buy. The bids include all purchasing fees.

	Make/Model	**Cost/Unit**	**Total**
Tarrant County Cooperative Joint Venture	Chevrolet Tahoe 9C1	$34,572.20	$138,288.80
Texas Buy Board	Chevrolet Tahoe 9C1	$33,460.00	$133,840.00
Texas Smart Buy	Chevrolet Tahoe 9C1	$32,944.00	$131,776.00

Texas Buy Board provided the lowest bid, which is $16,224 below the approved budget.

RECOMMENDATION

Staff recommends that City Council approve the purchase of four (4) police package vehicles from the low bidder, Texas Smart Buy, in the total amount of $131,776.00.

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