

AGENDA
BENBROOK CITY COUNCIL
THURSDAY, APRIL 7, 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 Lonnie Huett Of Restoration Family Church

III. MINUTES

1. Approve Minutes Of The Regular Meeting Held March 18, 2016

Documents: [CC MINUTES-03-17-16.PDF](#)

IV. PRESENTATION BY TAX INCREMENT FINANCING BOARD

TIF-2016-02 Ratify Engineering Contracts With Dunaway Associates, LP For Benbrook Towne Crossing (Benbrook Field) Project

Documents: [TIF-2016-02 RATIFY ENGINEERING CONTRACT BENBROOK TOWNE CROSSING.PDF](#), [G-2237 DEVELOPMENT AGREEMENT HKG.PDF](#), [TIF-2016-02 AGREEMENT-FLOODPLAIN VISTA WAY.PDF](#)

V. REPORTS FROM CITY MANAGER

A. GENERAL

G-2235 Approve Interlocal Agreement For Member Cities Cooperative Contract With Tarrant County Inter-Jurisdictional Emergency Management Program

Documents: [G-2235 ILA TARRANT COUNTY EMERGENCY MANAGEMENT PROGRAM.PDF](#), [G-2235 RESOLUTION EMERGENCY MANAGEMENT PLAN.PDF](#)

G-2236 Approve Interlocal Cooperation Contract With North Central Texas Trauma Regional Advisory Council

Documents: [G-2236 INTERLOCAL AGREEMENT WITH NCTTRAC.PDF](#), [G-2236 NCTTRAC EVAC TRAILER AGREEMENT.PDF](#)

G-2237 Approve Development Agreement Regarding Annexation Of HKG Management, Limited, Et. Al, Property (992.72-Acre Helen Groves Tract)

Documents: [G-2237 DEVELOPMENT AGREEMENT ANNEXATION HKG MANAGEMENT.PDF](#), [G-2237 DEVELOPMENT AGREEMENT HKG.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



**MINUTES
OF THE
MEETING OF THE
BENBROOK CITY COUNCIL
THURSDAY, MARCH 17, 2016**

The regular meeting of the Benbrook City Council was held on Thursday March 17, 2016 at 7:30 p. m. in the Council Chambers at 911 Winscott Road with the following Council members present:

Jerry Dittrich
Renee Franklin
Larry Marshall
Jim Wilson
Mark Washburn
Ron Sauma

Also Present:

Joanna King, City Secretary
Donna Savage, Deputy City Secretary
Stormy Johnson, Accountant
Stephanie Stevens, Municipal Court Manager

Others Present:

Ed Gallagher, Planning Director
Bill Smith
Denise Huneycutt, Benbrook News
Alan Bowling, Municipal Court Judge
Wendy Cooper
Robert Loritz
Jackie Gonzalez

I. CALL TO ORDER

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

II. INVOCATION/PLEDGE OF ALLEGIANCE

Invocation given by Councilmember Mark Washburn.
The Pledge of Allegiance was recited.

III. MINUTES

1. Minutes of the Regular Meeting held March 3, 2016

Motion by Dr. Marshall, seconded by Mr. Wilson to approve the minutes of the regular meeting held March 3, 2016.

Vote on the Motion:

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

Noes: None

Motion carries unanimously.

IV. REPORTS FROM CITY MANAGER

A. GENERAL

G-2232 Accept finance report for period ending February 29, 2016

Stormy Johnson gave the following report: General Fund revenues for the month of February were \$3,101,380. Property tax collections were \$2,334,231. Sales tax collected in January but received by the City and recognized as revenue in February was \$202,909 for the month. General Fund revenues collected through the end of February were \$11,813,998 or 70.90 percent of the budget.

General Fund expenditures for the month of February were \$1,191,088. Expenditures through the end of February were \$6,347,829 or 36.29 percent of the adopted budget.

For the 2015-16 fiscal year-to-date, total General Fund revenues of \$11,813,998 exceeded General Fund expenditures of \$6,347,829 by \$5,466,169.

Debt Service revenues collected for the month of February totaled \$92,262; all revenue was from property taxes. There were no Debt Service expenditures for February. Total revenues for 2015-16 in the amount of \$382,756 were exceeded by total expenditures of \$1,384,463 by \$1,001,707.

EDC revenues as of February 29, 2016 were \$294,202. Sales tax revenue received by the EDC for the fiscal year was \$277,413. Interest earnings for the year were \$16,789. EDC expenditures for February were \$76,399. Expenditures for the year in the amount of \$295,227 exceeded total revenues of \$294,202 by \$1,025.

Total revenues received through February 29, 2016 for the Capital Projects Fund were \$234,102. Total expenditures for the Capital Projects Fund in February 2016 were \$638 for legal services provided by the City Attorney regarding the TIF. For the 2015-16 fiscal year, total revenues of \$234,102 exceeded total expenditures of \$128,388 by \$105,714.

On February 29, 2016, the City had \$25,938,491 invested at varying interest rates; the EDC had \$6,113,021 available.

Motion by Mr. Washburn, seconded by Mr. Wilson to accept the finance report for the period ending February 29, 2016.

Vote on the Motion

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

Noes: None

Motion carries unanimously.

G-2233 Accept Comprehensive Annual Finance Report for fiscal year ended September 30, 2015

Stormy Johnson gave the following report: The Comprehensive Annual Financial Report (CAFR) for fiscal year ending September 30, 2015 is being presented for information and consideration.

The CAFR was audited by the City's independent auditor, Weaver & Tidwell, LLP.

The CAFR has three sections: Introductory, Financial, and Statistical. The current CAFR was prepared in accordance with generally accepted accounting principles as prescribed by the Governmental Account Standard Board (GASB). Staff anticipates that the City will receive a Certificate of Achievement for Excellence in Financial Reporting for the thirty-second consecutive year.

FINANCIAL HIGHLIGHTS

- The 2014-2015 audited unassigned ending fund balance for the General Fund is \$9,464,362, a 10.3% increase over 2013-2014.
- General Fund revenues exceeded the original budget by \$1,059,573. Overall, the actual revenues received in the General Fund for fiscal year 2014-2015 was 106.6% of the original budgeted amount.

- General Fund expenditures were less than the original budget of \$16,077,632 by \$994,335, or 6.2%. The Public Safety Departments, who make up over half the City's budget, accounted for nearly 60% of the savings. The other 40% was a combined effort of nearly every department spending less than the budget allocations.
- The City's combined ending Fund Balance is \$27,019,341. The General Fund's ending balance is \$10,519,405, a 19.5% increase from 2013-2014. Of this amount, \$9,644,719 is unrestricted and may be used to meet the City's on-going obligations to citizens and creditors in accordance with the City's fund designation and fiscal policies.

Motion by Mr. Wilson, seconded by Dr. Marshall to accept the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2015.

Vote on the Motion

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

Noes: None

Motion carries unanimously.

G-2234 Appointment for Associate Municipal Court Judge

Stephanie Stevens gave the following report: Section 9.03 of the Benbrook Home Rule Charter confers responsibility to the City Council to appoint and remove of the Municipal Court Judge. The section also addresses the appointment of a temporary judge to serve if the Municipal Court Judge is unable to act.

For the past two years, the City of Benbrook has paid a local Justice of the Peace to assist Municipal Court Judge Alan Bowling with magistration duties. Unfortunately, the JP no longer performs these duties. Since that time, Judge Bowling agreed to conduct all prisoner magistrations and hearings at the police department until another magistrate could be provided to assist him.

The City requested and received a résumé from Ms. Wendy Cooper, a local attorney. Ms. Cooper is an Associate Judge for the City of Richland Hills, Haltom City and Saginaw. Ms. Cooper has been a member of the Texas State Bar Association since 2003.

Judge Alan Bowling fully endorses the appointment of Ms. Cooper to this position.

Motion by Ms. Franklin, seconded by Mr. Sauma to appoint Wendy Cooper as the Associate Municipal Court Judge for the Benbrook Municipal Court.

Vote on the Motion

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

Noes: None

Motion carries unanimously.

V. INFORMAL CITIZEN COMMENTS

VI. COUNCIL MEMBER AND STAFF COMMENTS

VII. ADJOURNMENT

Meeting adjourned at 7:40 p.m.

APPROVED:

Jerry B. Dittrich, Mayor

ATTEST:

Joanna King, City Secretary



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 04/07/16	REFERENCE NUMBER: TIF-2016-02	SUBJECT: Ratify Engineering Contract with Dunaway Associates, LP for Benbrook Towne Crossing (Benbrook Field) Project	PAGE: 1 of 1
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The Tax Increment Financing Board approved the First Amendment to the Developer Participation Agreement for Benbrook Towne Crossing Project on November 30, 2015. The City Council subsequently ratified the First Amendment at their February 4th meeting.

The next step in the process is to authorize the engineering contracts to begin design of the various components, including Vista Way. City Staff negotiated contracts with Dunaway Associates for the work, based on their previous experience on the project.

The project was split into two contracts, one for the general engineering services for which the TIF is responsible, and one for the floodplain study which is split between the TIF and the Developer.

1. The General Engineering contract includes the design, surveying, permitting, right-of-way and easement services, bidding, and construction monitoring for Vista Way and utilities, Benbrook Field Drive and utilities, and the two access driveways. The TIF is responsible for 100% of the cost of this contract, which has a maximum fee of \$441,298.
2. The Floodplain Engineering contract includes analysis of floodplain impacts on Walnut Creek resulting from the Vista Way construction, as well as for future development by the Developer across and upstream on Walnut Creek. The intent is to accurately delineate the areas that may be developed. The TIF and the Developer will split the cost evenly on this contract, which has a maximum fee of \$89,420.

Both contracts are set up as an hourly cost basis with a maximum fee, so that any savings incurred during the project will benefit the TIF. The TIF has sufficient funds available to pay for the engineering costs. No City funds will be used.

The TIF Board voted to approve the contracts on March 22, 2016.

RECOMMENDATION

The TIF Board recommends that the City Council ratify the two engineering contracts with Dunaway Associates and authorize the Mayor to sign on behalf of the City.

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

STATE OF TEXAS §
COUNTY OF TARRANT §

DEVELOPMENT AGREEMENT

This agreement is entered into pursuant to Section 43.035 of the Texas Local Government Code (the "Code") between the City of Benbrook, Texas (the "City") acting by and through its City Manager (or his designee), and HKG Management, Limited, a Texas limited partnership, Mandalay Associates Limited Partnership, a Texas limited partnership, Forgason Family Limited Partnership, a Texas limited partnership, 3 Sons' Ranch Interests L.L.C., a Texas limited liability company, John D. and Claire L. Alexander Children's Trust, Henrietta K. Alexander George Children's 2000 Trust No. 1, Dorothy A. Matz 1998 Trust, Helen C. Alexander, John D. Alexander, Jr., Henrietta K. Alexander, and Dorothy A. Matz (collectively, the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns real property (the "Property") in Tarrant County, Texas, more particularly and separately described in the attached Exhibit "A", which is located in the extraterritorial jurisdiction of the City; and

WHEREAS, the Owner desires to continue the current use of the Property and to remain outside of the City Limits, in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, it is the City's desire to permit the Owner to continue current use of the Owner's Property according to the terms of this Agreement without being annexed into the City; and

WHEREAS, the Property is eligible to be the subject of a development agreement under Section 43.035 of the Texas Local Government Code; and

WHEREAS, this Agreement is entered into in lieu of involuntary annexation and in compliance with Section 43.035 of the Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective heirs, successors and assigns for the Term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Tarrant County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

**SECTION 1.
CONDITIONAL IMMUNITY FROM ANNEXATION**

- A. The City guarantees that it will not involuntarily annex the Property (the "guarantee of immunity from annexation"), or institute proceedings to annex the Property, for the term of this Agreement subject to the provisions of this Agreement. If the Property is annexed pursuant to the terms of this Agreement, the City will provide services to the Property in accordance with a service plan in compliance with Chapter 43 of the Texas Local Government Code and consistent with the services provided to similarly situated properties existing in the city's limits.
- B. This guarantee not to annex the Property will end should any of the events listed in Section 3 occur or if the Owner requests annexation to be completed prior to expiration of the Term of this Agreement; provided, however, Owner may subdivide or convey away a portion or a series of portions in tracts of not less than 20 acres of the Property (defined below as "Subdivided Portion") and such subdivision shall not terminate the immunity from annexation of the remaining portion of the Property as provided in Section 3.B. below. At the time of application for subdivision, the Owner shall submit a plan for development of the remaining portion of the Property (if the Owner has such a plan), which may be amended or revised by Owner in the future.

**SECTION 2.
REGULATION OF PROPERTY**

- A. All municipal land use, subdivision, and development ordinances and regulations of the City, that do not interfere with the agricultural use of the Property, shall be applicable to and enforceable against the Property in the same manner the regulations are enforced within the City limits, in areas zoned "SD" Suburban District, under Benbrook zoning ordinances. Except as provided herein, no change in the current use of the Property shall occur without Owner submitting a petition for the voluntary annexation of the Property or termination of this Agreement.
- B. In no case will the City's enforcement of any regulations and planning authority materially interfere with the use of the Property for agriculture use, so long as this Agreement is in force.
- C. For purposes of this Agreement, the following uses shall be permitted, prior to annexation:
1. Drilling for and production and gathering of oil and gas, as well as necessary storage facilities limited to attributes and equipment customarily located on a drill site and production site, with new drill sites subject to applicable County regulations and oversight;

2. Land used for up to one single-family residence per 400 acres on the Property.
 3. Agricultural uses; and
 4. Existing uses, provided any non-agricultural existing use shall be subject to Section 17.100 of the Benbrook Zoning ordinance governing nonconforming uses.
- D. The Owner may construct any building(s) consistent with the uses described in this section. Prior to initiation of construction, Owner shall obtain the City's written consent. The City's consent shall be limited to the question of whether or not the construction is or is not consistent with the uses described in this section.

SECTION 3. EVENTS THAT TERMINATE IMMUNITY FROM ANNEXATION

The occurrence of any of the following events shall constitute a petition for voluntary annexation by the Owner and shall terminate the guarantee of immunity from annexation:

- A. If the Owner files (with the City or any other governmental unit) any type of subdivision plat, development plat, or related development documents for the Property (herein "Subdivision Documents") save and except for a plat or documents submitted in relation to the permitted uses listed in Section 2, Paragraph C. above;
- B. Notwithstanding subparagraph A,
 1. The Owner may subdivide and/or convey away a portion of the Property; and this Agreement shall remain in full force and effect on that part of the Property remaining, so long as the remaining portion of the Property is not developed and retains its AG status. The remaining portions which retain AG status shall remain subject to this Agreement and shall not be subject to annexation for the Term of this Agreement. The portion of the Property concerning which Subdivision Documents have been filed is herein called "Subdivided Portion."
 2. Owner, or any single Owner in the group, may transfer his, her, or its interest in the Property to an entity it may control or to another of the individuals or entities making up the group Owner, and such transfer shall not be a default of this Agreement or terminate the immunity from annexation.

- C. If the Owner commences or allows development or use of the Property in a manner inconsistent with the limitations set forth in Section 2 it shall constitute a violation of this Agreement.

SECTION 4. TERM

- A. Subject to Section 3 of this Agreement, the term of this Agreement (the "Term") is five (5) years from the date that the City Manager's (or designee's) signature to this Agreement is acknowledged by a public notary.
- B. Upon expiration of the Term:
1. The Owner, Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation of all portions of the Property, including the Subdivided Portion;
 2. The City may institute and complete annexation proceedings for the any portion of the Property not previously annexed under the provisions of this Agreement; and
 3. The annexation of the entire Property shall be a voluntary annexation under any applicable law now or then existing.
- C. The Term may be extended for an additional period or periods of time (subject to the limitations of State law) by the City or by written agreement of the Parties.
- D. Owner may, at any time, petition the City to voluntarily annex all or a portion of the Property prior to expiration of the Term.

SECTION 5. GENERAL PROVISIONS

- A. Notice. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. A copy of the notice required by this section shall be forwarded to the City at the following address:

City of Benbrook, Texas
Attn: Dave Gattis
City of Benbrook
911 Winscott Road
P.O. Box 26569
Benbrook, Texas 76126

- B. Runs with Property. This Agreement shall run with the Property, shall be recorded in the real property records of Tarrant County, Texas, and shall be binding on the Owner and the Owner's successors in title.
- C. Severability. If a court of competent jurisdiction determines that any covenant or requirement of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.
- D. Enforcement; No Waiver. This Agreement may be enforced by the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
- E. Applicable Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.
- F. Venue. Venue for this Agreement shall be in Tarrant County, Texas.
- G. No Vested Rights. This Agreement shall not be construed as a permit for purposes of Chapter 245, Texas Local Government Code. Should annexation occur, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.
- H. Execution. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.
- I. Survival of Certain Terms. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2 and 3 herein.
- J. Ownership of Property. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any persons claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

[Signature and Acknowledgment Pages Follow]

Executed this ____ day of _____, 20____ by Owner.

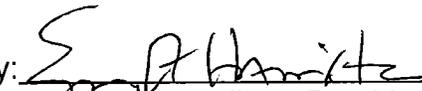
HKG MANAGEMENT, LIMITED,
a Texas limited partnership

By: GA Management L.L.C.,
a Texas limited liability company,
its general partner

By: 
Helen K. Groves, President

MANDALAY ASSOCIATES LIMITED
PARTNERSHIP,
a Texas limited partnership

By: EAHGP, L.L.C.,
a Texas limited liability company,
its general partner

By: 
Emory A. Hamilton, President

FORGASON FAMILY LIMITED
PARTNERSHIP,
a Texas limited partnership

By: CAFGP, L.L.C.,
a Texas limited liability company,
its general partner

By: 
Caroline A. Forgason, President

3 SONS' RANCH INTERESTS L.L.C.,
a Texas limited liability company

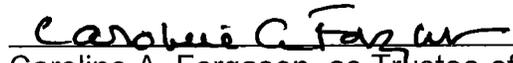
By: 
John D. Alexander, Jr., Manager



John D. Alexander, Jr., as Trustee of
John D. and Claire L. Alexander Children's
Trust



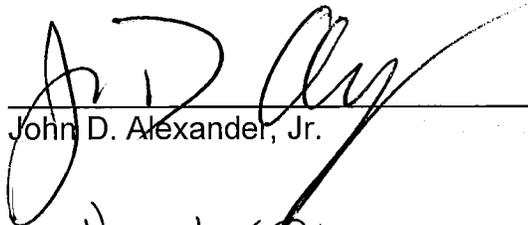
Henrietta K. Alexander, as Trustee of
Henrietta K. Alexander George
Children's 2000 Trust No. 1



Caroline A. Forgason, as Trustee of
Dorothy A. Matz 1998 Trust



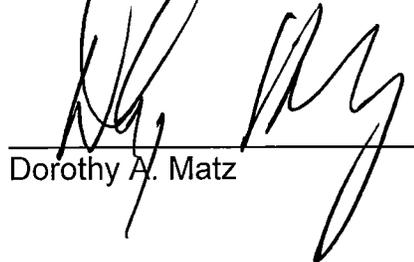
Helen C. Alexander



John D. Alexander, Jr.



Henrietta K. Alexander

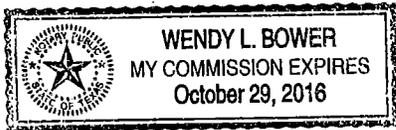


Dorothy A. Matz

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on MARCH 18, 2016 by Helen K. Groves, President of GA Management L.L.C., a Texas limited liability company, the general partner of HKG Management, Limited, a Texas limited partnership, on behalf of the company, on behalf of the partnership.

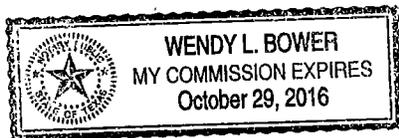


Wendy Bower
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on MARCH 21, 2016, by Emory A. Hamilton, President of EAHGP, L.L.C., a Texas limited liability company, the general partner of Mandalay Associates Limited Partnership, a Texas limited partnership, on behalf of the company, on behalf of the partnership.

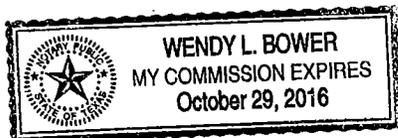


Wendy Bower
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BEXAR §

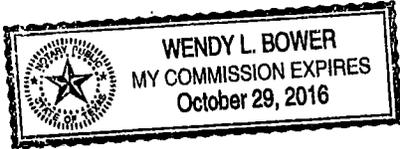
This instrument was acknowledged before me on MARCH 9, 2016, by Caroline A. Forgason, President of CAFGP, L.L.C., a Texas limited liability company, the general partner of Forgason Family Limited Partnership, a Texas limited partnership, on behalf of the company, on behalf of the partnership.



Wendy Bower
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF BEXAR §

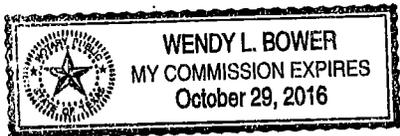
This instrument was acknowledged before me on MARCH 7, 2016, by John D. Alexander, Jr., Manager of 3 sons' Ranch Interests L.L.C., a Texas limited liability company, on behalf of the company.



Wendy Bower
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF BEXAR §

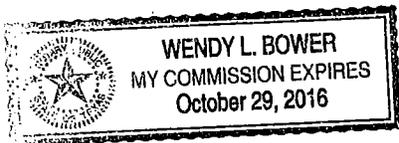
This instrument was acknowledged before me on MARCH 7, 2016, by John D. Alexander, Jr., as Trustee of John D. and Claire L. Alexander Children's Trust, on behalf of the trust.



Wendy Bower
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on MARCH 24, 2016, by Henrietta K. Alexander, as Trustee of Henrietta K. Alexander George Children's 2000 Trust No. 1, on behalf of the trust.

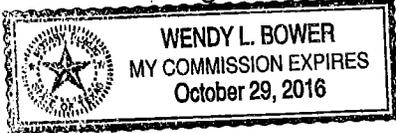


Wendy Bower
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on MARCH 9, 2016, by
Caroline A. Forgason, as Trustee of Dorothy A. Matz 1998 Trust, on behalf of the trust.

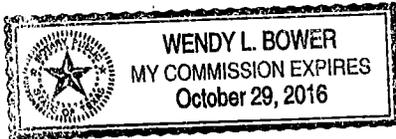


Wendy L. Bower
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on MARCH 15, 2016 by
Helen C. Alexander, individually.

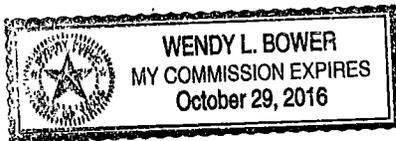


Wendy L. Bower
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on MARCH 7, 2016 by
John D. Alexander, Jr., individually.

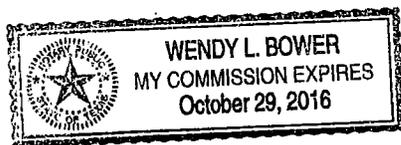


Wendy L. Bower
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BEXAR §

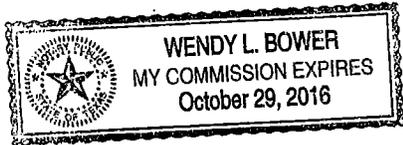
This instrument was acknowledged before me on MARCH 24, 2016, by
Henrietta K. Alexander, individually.



Wendy L. Bower
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on MARCH 15, 2016 by
Dorothy A. Matz, individually.



Wendy L Bower
Notary Public, State of Texas

Executed this ____ day of _____, 20____ by City.

Name: _____

Title: _____

City of Benbrook, Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, _____, of the City of Benbrook, Texas.

(Notary Seal)

Notary Public's Signature

**EXHIBIT A
PROPERTY DESCRIPTION**

**Portion of HELEN GROVES TRACT
Disannexed by FORT WORTH and ETJ Transferred to BENBROOK**

DESCRIPTION OF PROPERTY (Section 5)

SITUATED in the City of Fort Worth, Tarrant County, Texas, and being a tract of land in the D. T. FINLEY SURVEY, Abstract No. 1901, the G.H.&H. RAILROAD COMPANY SURVEY, Abstract No. 624, the J. P. SMITH SURVEY, Abstract No. 1885, and the TEXAS AND NEW ORLEANS RAILROAD COMPANY SURVEY, Abstract No. 1565, and embracing a portion of that certain tract conveyed to Helen Groves by deed recorded under Tarrant County Clerk's File No. D211247935 and said portion being more fully described as follows:

BEGINNING at the most southerly southeast corner of said Groves tract and an angle point in the westerly line of the U. S. Army Corps of Engineers Benbrook Lake tract in the south line of said G. H. and H. Railroad Company Survey and the north line of the B. R. Lacey Survey, Abstract No. 1907;

THENCE with the most southerly south line of said Groves tract for a southerly city limit line of the City of Fort Worth as of March, 2012, and the common line between said Railroad Company and Lacey Surveys, passing the common south corner of said Railroad Company and Finley Surveys, continuing with the common line between said Finley and Lacey Surveys, North 89 degrees, 58 minutes, 25 seconds West, 5112.6 feet, and South 89 degrees, 59 minutes, 20 seconds West, 1038.99 feet;

THENCE North across said Groves tract, departing from said Fort Worth city limit line, 3713.58 feet to a point in the southeasterly line of U. S. Highway 377, and a northwesterly line of said Groves tract;

THENCE northeasterly with said southeasterly line of U. S. 377 and northwesterly line of Groves tract, the following courses and distances:

North 48 degrees, 24 minutes, 20 seconds East, 563.48 feet;

North 48 degrees, 07 minutes, 20 seconds East, 1688.73 feet, and,

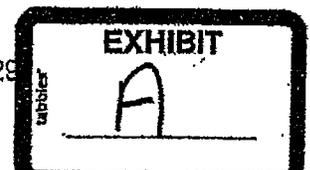
North 39 degrees, 53 minutes, 20 seconds East, 114.09 feet to the beginning of a curve whose center bears North 39 degrees, 53 minutes, 18 seconds East, 970.0 feet;

THENCE generally easterly across said Groves tract, and with the common city limits line of the Cities of Fort Worth and Benbrook as of March, 2012, the following courses and distances:

southeasterly with said curve, subtended by chord bearing South 63 degrees, 01 minute, 43 seconds East, 433.66 feet, a distance of 437.36 feet to the end of said curve and the beginning of a curve whose center bears South 14 degrees, 03 minutes, 16 seconds West, 1030.0 feet;

southeasterly with said curve, subtended by chord bearing South 59 degrees, 54 minutes, 49 seconds East, 568.92 feet, a distance of 576.42 feet to the end of said curve;

South 43 degrees, 52 minutes, 55 seconds East, 39.55 feet to the beginning of a curve whose center bears North 44 degrees, 39 minutes, 16 seconds West, 2225.36 feet;



northeasterly with said curve, subtended by chord bearing North 38 degrees, 52 minutes, 31 seconds East, 501.54 feet, a distance of 502.61 feet to the end of said curve;

North 32 degrees, 24 minutes, 20 seconds East, 100.0 feet to the beginning of a curve whose center bears South 57 degrees, 35 minutes, 44 seconds East, 950.88 feet;

northeasterly with said curve, subtended by chord bearing North 33 degrees, 40 minutes, 09 seconds East, 41.96 feet, a distance of 41.96 feet to the end of said curve and the beginning of a curve whose center bears South 55 degrees, 04 minutes, 01 second East, 950.88 feet;

northeasterly with said curve, subtended by chord bearing North 62 degrees, 10 minutes, 09 seconds East, 870.34 feet, a distance of 904.01 feet to the end of said curve;

North 89 degrees, 24 minutes, 20 seconds East, 550.0 feet to the beginning of a curve whose center bears South 0 degrees, 35 minutes, 43 seconds East, 2060.91 feet;

southeasterly with said curve, subtended by chord bearing South 71 degrees, 50 minutes, 11 seconds East, 1325.53 feet, a distance of 1349.51 feet;

North 43 degrees, 31 minutes East, 995.49 feet; and,

South 89 degrees, 57 minutes, 10 seconds East, 1649.2 feet to a northeast corner of said Groves tract and a northwest corner of said Benbrook Lake tract;

THENCE South 2 degrees, 15 minutes, 15 seconds East with the common line between said Groves tract and said Benbrook Lake tract, departing from said common city limit line, at 50.0 feet passing an "L" corner in the southerly Fort Worth city limit line, and continuing with the City of Fort Worth south city limit line as of March, 2012, in all 664.27 feet to an angle point in said common boundary line and said city limit line;

THENCE southerly and easterly with said Fort Worth city limit line and partially with said common line between Groves and Benbrook Lake tracts, the following courses and distances:

South 66 degrees, 58 minutes, 10 seconds East, 390.80 feet to the beginning of a curve whose center bears South 23 degrees, 02 minutes West, 256.48 feet, said curve being in the westerly line of Stevens Drive (County Road Project No. 1149);

southerly with said curve, subtended by chord bearing South 33 degrees, 35 minutes, 42 seconds East, 282.19 feet, and with said westerly line of Stevens Drive, leaving said Benbrook Lake tract, a distance of 298.80 feet to the end of said curve;

THENCE South 0 degrees, 13 minutes, 10 seconds East with an east line of said Groves tract and said west line of Stevens Drive (County Road Project No. 1149), and said Fort Worth city limit line, in all 4650.50 feet to the northeast corner of that certain easement granted to Tarrant County by instrument recorded in Volume 5237, Page 271, of the Tarrant County Deed Records;

THENCE continuing with common boundary lines of said Groves tract and said Tarrant County easement for said Fort Worth city limit line, South 44 degrees, 46 minutes, 50 seconds West, 42.40 feet; and, South 0 degrees, 13 minutes, 10 seconds East, 107.80 feet to a southeast corner of said

Groves tract and the southwest corner of said Tarrant County easement, in a northerly line of said Corps of Engineers Benbrook Lake tract;

THENCE generally westerly with the common line between said Groves tract and said Benbrook Lake tract for Fort Worth city limit line, the following courses and distances:

South 75 degrees, 00 minutes, 05 seconds West, 438.90 feet;

North 53 degrees, 47 minutes, 55 seconds West, 2610.40 feet;

North 89 degrees, 16 minutes, 55 seconds West, 869.0 feet; and

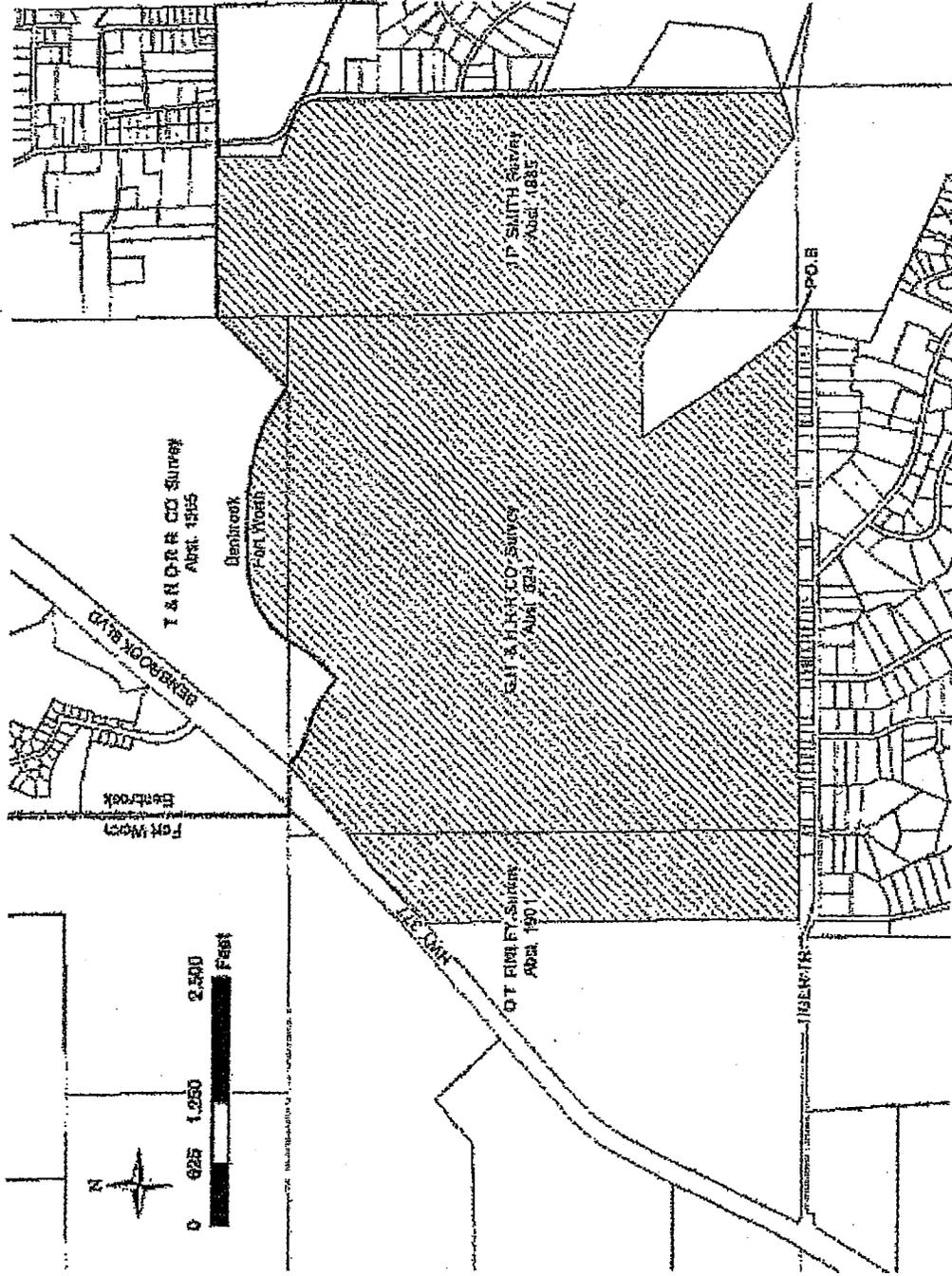
South 33 degrees, 07 minutes, 55 seconds East, 1937.40 feet to the PLACE OF BEGINNING, and containing 992.72 acres.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

GERRY CURTIS ASSOCIATES, INC., Surveyors

**Gerald A. Curtis, RPLS
Texas Registration No. 1640**

Portion of Helen Groves tract, from Fort Worth to Benbrook



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into the ___ day of _____, 2016, by and between the CITY OF BENBROOK, TEXAS, hereinafter referred to as "CITY" (acting on behalf of the BENBROOK TAX INCREMENT FINANCE DISTRICT, hereinafter referred to as "TIF DISTRICT"), BBT CROSSING, LTD, hereinafter referred to as "BBT", and DUNAWAY ASSOCIATES, L.P. hereinafter referred to as "CONSULTANT".

WHEREAS, CITY and BBT desires CONSULTANT to perform certain work and Services set forth in Scope of Services, marked Exhibit "A", and attached hereto and incorporated herein.

WHEREAS, the CONSULTANT has expressed a willingness to perform said work and Services, hereinafter referred to only as "Services", specified in said Scope of Services, and enumerated under Article II of this Agreement.

NOW, THEREFORE, all parties agree as follows:

ARTICLE I GENERAL

CONSULTANT shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all Services set forth in Article II hereof for the CITY in accordance with the terms, conditions and provisions of the Scope of Services, marked Exhibit "A", and attached hereto and incorporated herein for all purposes. CITY may, at any time, stop any Services by the CONSULTANT upon giving CONSULTANT written notice. CONSULTANT shall be bound to CITY by the terms, conditions and responsibilities toward the CITY for CONSULTANT'S Services set forth in this Agreement.

ARTICLE II
SERVICES

A. The following Services, when authorized in writing by a Notice to Proceed, shall be performed by the CONSULTANT in accordance with CITY requirements:

PERFORMANCE OF THE **“GENERAL ENGINEERING CONSULTING SERVICES”** DESCRIBED IN THE SCOPE OF SERVICES MARKED EXHIBIT “A”.

B. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all Services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in Services.

C. Neither CITY review, approval or acceptance of, no payment for any of the Services required under this Agreement, shall be construed to operate as a waiver if any rights under this Agreement or if any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT’S negligent performance of any of the Services furnished under this Agreement.

D. The rights and remedies of CITY under this Agreement are as provided by law.

ARTICLE III
PAYMENT

A. CITY shall pay CONSULTANT on the basis herein described, subject to additions or deletions for changes or extras agreed upon in writing.

B. Payment will be as stipulated in Exhibit “B” attached hereto and incorporated herein.

C. Upon complete performance of this Agreement by CONSULTANT and final approval and acceptance of CONSULTANT’S Service by CITY, CITY will make final payment

to CONSULTANT of the balance due under this Agreement within thirty (30) days of the following month after final payment for such Services has been billed by CONSULTANT.

D. CITY may deduct from any amounts due or to become due to CONSULTANT any sum or sums owing by CONSULTANT to CITY. In the event of any breach by CONSULTANT of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against CITY, or the CITY'S premises, arising out of CONSULTANT'S performance of this Agreement, CITY shall have the right to retain out of any payments due or to become due to CONSULTANT an amount sufficient to completely protect the CITY from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by the CONSULTANT.

E. CITY and BBT have agreed to split the costs equally. CITY will pay invoices to CONSULTANT on a timely basis, and then shall invoice BBT for reimbursement of their share.

ARTICLE IV **TIME FOR PERFORMANCE**

CONSULTANT shall perform all Services as provided for under this Agreement in a proper, efficient and professional manner in accordance with the CITY'S requirements. Both parties have agreed to the provisions of this Agreement in anticipation of the orderly and continuous progress of the project through completion of the Scope of Services specified in Exhibit "A", attached hereto.

ARTICLE V **DOCUMENTS**

A. All instruments of Service prepared under this Agreement shall be submitted for approval of the CITY.

B. Such documents of Service, together with necessary supporting documents, shall be delivered to CITY, and CITY shall have unlimited rights, for the benefit of CITY, in all

instruments of Service, including the right to use same on any other work of CITY without additional cost to CITY.

C. CONSULTANT agrees to and does hereby grant to CITY a royalty-free license to all such instruments of Service which CONSULTANT may cover by copyright and to all designs as to which CONSULTANT may assert any rights or establish any claim under the design patent or copyright laws. CONSULTANT, after completion of the project, agrees to furnish the originals of all such instruments of Service to the CITY.

ARTICLE VI **TERMINATION**

A. CITY or the CONSULTANT may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to the CONSULTANT or CITY, whichever applies. In the event suspension or termination is without cause, payment to the CONSULTANT, in accordance with the terms of this Agreement, will be made on the basis of Services reasonably determined by CITY to be satisfactorily performed to date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of its contract with CONSULTANT, and in the event CITY and CONSULTANT fail to agree upon a modification to this Agreement, CITY or the CONSULTANT shall have the option of terminating this Agreement. Payment to CONSULTANT shall be made by the CITY in accordance with the terms of this Agreement, for the Services mutually agreed upon by the CITY and the CONSULTANT to be properly performed by the CONSULTANT prior to such termination date.

ARTICLE VII
INSURANCE

A. CONSULTANT shall provide and maintain Workers Compensation with statutory limits.

B. CONSULTANT shall provide and maintain in full force and effect during the time of this Agreement, auto insurance (including, but not limited to, insurance covering the operation of owned and non-owned automobiles, trucks and other vehicles) protecting CONSULTANT and CITY as an additional Insured with limits not less than 250/500/100,000.

C. CONSULTANT shall provide general Liability Insurance. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate. Insurance covering damages to property shall be in the sum of not less than One Hundred Thousand Dollars (\$100,000.00). The general Liability Insurance must name the CITY as an additional insured.

D. CONSULTANT shall also provide and maintain Professional Liability Errors and Omissions Insurance coverage to protect CONSULTANT and CITY from liability arising out of the performance of professional Services, if any, under this Agreement. Such coverage shall be in the sum of not less than Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate. Such insurance shall be kept in effect for four years after the completion of the contract. If CONSULTANT fails to maintain the insurance covered during that time, CITY may pay the premiums to keep the insurance in effect and recover the cost from CONSULTANT.

E. A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Article shall be furnished to CITY before any Services are performed.

CONSULTANT shall provide thirty (30) days written notice to CITY prior to the cancellation or modification of any insurance referred to herein.

ARTICLE VIII
INDEMNIFICATION FOR INJURY AND PERFORMANCE

CONSULTANT further specifically obligates itself to CITY in the following respects, to-wit:

The CONSULTANT hereby agrees to indemnify and hold harmless the CITY and BBT, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, reasonable attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of the CONSULTANT, its officers, employees, servants, agents or subcontractors, or anyone else under the CONSULTANT'S direction and control, and arising out of, resulting from, or caused by the negligent performance or failure of performance of any work or Services called for by this Agreement, or from conditions created by the performance or non-performance of said work or Services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, the CONSULTANT shall be obligated to indemnify Indemnitee(s) as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The CONSULTANT is not responsible for the actions of the CITY'S contractor to perform the construction of the improvements covered under this Agreement.

Acceptance and approval of the final plans by the CITY shall not constitute nor be deemed a release of this responsibility and liability of CONSULTANT, its employees, associates, agents, and consultants for the accuracy or competency of their designs, working drawing and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by CONSULTANT, its employees, contractor, agents and consultants.

ARTICLE IX ASSIGNMENT

CONSULTANT shall not assign or sublet this Agreement or any part thereof, without the written consent of CITY. Sale of more than fifty percent (50%) ownership of CONSULTANT shall be construed as an assignment.

ARTICLE X APPLICABLE LAWS

CONSULTANT shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes, including the Americans with Disabilities Act, relating or applicable to Services to be performed under this Agreement.

This Agreement is performable in the State of Texas and shall be governed by the laws of the State of Texas. Venue on any suit hereunder shall be in Tarrant County, Texas.

ARTICLE XI DEFAULT OF CONSULTANT

In the event CONSULTANT fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by CITY to CONSULTANT, CITY may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to CONSULTANT except for all work determined by CITY to be satisfactorily completed prior to termination. In the event of such termination, CITY may proceed to complete the Services in any manner deemed proper by CITY, either by the use of its own forces or by resubmitting to others. In either event, the CONSULTANT shall be liable for all costs in excess of the total contract price under this Agreement incurred to complete the Services herein provided for and the costs so incurred may be deducted and paid by the owner out of such monies as may be due or that may thereafter become due to CONSULTANT under and by virtue of this Agreement.

B. CITY may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of the CONSULTANT.

ARTICLE XII **ADJUSTMENTS IN SERVICES**

No claims for extra Services, additional Services or changes in the Services will be made by CONSULTANT without a written agreement with CITY prior to the performance of such Services.

ARTICLE XIII **EXECUTION BECOMES EFFECTIVE**

This Agreement will be effective upon execution of the contract by and between CONSULTANT, CITY and BBT.

ARTICLE XIV **AGREEMENT AMENDMENTS**

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This

Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

ARTICLE XV
GENDER AND NUMBER

The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely.

ARTICLE XVI
NOTICES AND AUTHORITY

A. The CONSULTANT agrees to send all notices required under this Agreement to City Manager, City of Benbrook, 911 Winscott Rd, Benbrook, Texas 76126. The CONSULTANT understands that only the City Manager or his designee has the authority to represent the CITY or bind the CITY under this Agreement.

B. The CITY agrees to send all notices required under this Agreement to the CONSULTANT at: 550 BAILEY AVENUE, SUITE 400, FORT WORTH, TEXAS 76107.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ day of _____, 2016.

CITY:

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



By: _____

By: Tom Galbreath, ASLA

Title: _____

Title: President

BBT:
BBT CROSSING, Ltd., a Texas limited Partnership

By: _____

Bradford H. Bowen, President
BBT Crossing GP Corporation
Its General Partner

Consenting Party:
Benbrook Tax Increment Finance District

Dr. Larry Marshall, President

City of Benbrook

General Engineering Consulting Services

Exhibit A

Scope of Services

The purpose of this agreement is to provide an opportunity for the City to utilize the Services of the CONSULTANT as an extension of the professional city engineering staff on an as need basis for any type of work or project the City needs assistance with.

The following general service tasks outline the potential Services that may be provided through this agreement.

OBJECTIVE

Task 1. Floodplain Services for Vista Way Roadway – The objective of the floodplain analysis is to determine the impacts on the Walnut Creek floodplain with the extension of Vista Way from Mercedes Street to the Interstate 20 service road. The study will also include future development within the Brookside at Benbrook Field Addition subdivision between Armstrong Court and the Interstate 20 service road, including two future roadway crossings at Stratford Driven and Mercedes Street.

TASK 1. FLOODPLAIN SERVICES.

1.1 Floodplain Analysis

ENGINEER will perform a floodplain analysis in accordance with CITY standards and the minimum requirements of the National Flood Insurance Program (NFIP) as administered by the Federal Emergency Management Agency (FEMA). This floodplain analysis will be used as a basis to determine the anticipated impact of the proposed Vista Way roadway extension within the current effective floodway/floodplain of Walnut Creek. Tasks associated with the floodplain analysis include:

- a. Effective Hydraulic Model – ENGINEER will request from CITY of copy of the current effective hydraulic model of Walnut Creek. The effective model will be the basis for the floodplain analysis.
- b. Corrected Effective Hydraulic Model – ENGINEER will utilize available LIDAR and topographic survey data to supplement the cross section data in the effective hydraulic model to create a ‘corrected effective’ model that accurately reflects the existing (pre-project) site conditions within the limits of the project.
- c. Proposed Conditions Hydraulic Model – ENGINEER will coordinate with CITY to develop the proposed conditions model, reflecting the proposed Vista Way improvements. Several iterations of the proposed roadway improvements may be required in order to determine a configuration for Vista Way that satisfies CITY’s floodplain criteria.
- d. Dunaway will incorporate the floodplain revisions contained in the hydraulic model previously developed for the Conditional Letter of Map Revision (CLOMR) for Benbrook Fields subdivision into the proposed conditions model, including the two bridge crossings of Walnut Creek.

- e. Dunaway will evaluate the potential for reclaiming a portion of the Walnut Creek floodplain north of the creek (opposite the Vista Way improvements).

Assumptions

There will be no changes to the hydrologic model of Walnut Creek – peak discharges contained in the effective hydraulic model will be used in the hydraulic models for this study.

Several iterations of roadway alignment/floodplain modeling will be required to develop a roadway alignment scenario that satisfies CITY's floodplain criteria. ENGINEER will coordinate with CITY throughout the evaluation of proposed roadway alignments/profiles.

Deliverables

Exhibit showing the limits of the proposed floodplain revisions.

Tabular comparison of pre-project to post-project floodplain elevations.

1.2 Conditional Letter of Map Revisions (CLOMR)

ENGINEER will prepare a submittal package to accompany a request to FEMA for a Conditional Letter of Map Revision (CLOMR), which will determine whether or not the project, if constructed as proposed, will warrant a change in the Flood Insurance Rate Map (FIRM).

- a. CLOMR Submittal Package – Items to be included in the CLOMR submittal include:
 - i. Appropriate FEMA forms.
 - ii. Copy of the Deed or Plat Map of the property showing the recordation information (e.g., Book/Volume and Page numbers or Document/Instrument number) and containing the recorder's seal and recordation date.
 - iii. Annotated copy of the effective FIRM panel (including the Title Block) that shows the area in which the property is located.
 - iv. Documented Species Act Compliance per FEMA's current requirements for filling within floodplain areas, Endangered Species Act (ESA) compliance is required independently of FEMA's process. The City of Benbrook needs to ensure that permits are obtained per requirement under Section 60.3(a)(2) of FEMA's regulations, which requires communities to review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972. To satisfy ESA requirements, ENGINEER will identify whether threatened or endangered species exist on the subject property and whether the project associated with the CLOMR-F request would adversely affect species or designated critical habitat:
 - ENGINEER will review federal and state databases for possible threatened and endangered species that could possibly have habitat in the vicinity of the Project.
 - ENGINEER will conduct a site visit to determine the potential impacts on threatened and endangered species as a result of the fill placement at the Property.

- ENGINEER will prepare a letter report summarizing the findings of the ESA investigation.
- v. Floodplain Study Narrative - ENGINEER will prepare a brief narrative outlining the assumptions made, methodologies used, and conclusions reached during the floodplain study. The appropriate hydrologic and hydraulic data developed for the floodplain study will be assembled with the narrative.
- vi. Review and Processing Fee – FEMA requires that a review and processing fee must be submitted for requests involving the placement of fill within the floodplain area. This fee would be paid by CITY and is not included in the base scope of services.
- b. CITY Review – ENGINEER will submit a draft copy of the CLOMR submittal package to the CITY for review prior to submitting to FEMA for review and approval, and will make the appropriate revisions to the CLOMR submittal data before submittal to FEMA.
- c. CLOMR Request and Follow-Up with FEMA – ENGINEER will coordinate with FEMA during the CLOMR review and respond to requests for clarification and/or additional information.

Assumptions

There will be one (1) set of review comments from CITY that will be addressed prior to preparing the final CLOMR submittal package.

There will be one (1) request from FEMA for additional data during the CLOMR review/approval process.

Administrative fees for the FEMA are subject to change.

Deliverables

Two (2) hard copies of the draft CLOMR submittal package.

Three (3) hard copies of the final CLOMR submittal package – one copy for CITY, one copy for the Developer, and one to be forwarded to FEMA for review.

1.3 Letter of Map Revision (LOMR)

ENGINEER will prepare a submittal package to accompany a request to FEMA for a Letter of Map Revision (LOMR) to officially change the Flood Insurance Rate Map (FIRM), revising the floodplain maps to reflect the post-construction conditions. Items to be included in the LOMR submittal include:

- a. Assemble/Update CLOMR Data – Upon completion of the roadway project, ENGINEER will update the data submitted for the CLOMR:
 - i. DUNAWAY will incorporate the data collected in the as-built survey into the hydraulic model so the model reflects post-construction conditions.
 - ii. DUNAWAY will update the narrative, FEMA forms, annotated FIRM, and associated exhibits.
- b. Letters to Affected Property Owners – As required by FEMA, letters of notification shall be sent to all affected property owners. Copies of the letters will be included in the LOMR request submittal.

- c. Public Notice – As required by FEMA, a public notice shall be published in a local newspaper describing the proposed revisions to the effective floodplain. A copy of the public notice will be included in the LOMR request submittal.
- d. Review and Processing Fee – FEMA requires that a review and processing fee must be submitted for requests involving the placement of fill within the floodplain area. This fee would be paid by CITY and is not included in the base scope of services.
- e. CITY Review – ENGINEER will submit a draft copy of the LOMR submittal package to CITY for review prior to submitting to FEMA for review and approval.
- f. LOMR Submittal and Follow-Up – ENGINEER will coordinate with FEMA during the LOMR review and respond to requests for clarification and/or additional information.

Assumptions

The LOMR will reflect only the Vista Way roadway improvements; future LOMRs will be required as the adjacent property develops.

There will be one (1) set of review comments from CITY that will be addressed prior to preparing the final LOMR submittal package.

There will be one (1) request from FEMA for additional data during the LOMR review/approval process.

Administrative fees for the FEMA are subject to change.

Deliverables

Two (2) hard copies of the draft LOMR submittal package to CITY for review.

Three (3) hard copies of the final LOMR submittal package – one copy for City, one copy for the Developer, and one to be forwarded to FEMA for review.

- 1.4 Coordination Meetings with the City (up to two).
- 1.5 Survey of x-sections for floodstudy.
- 1.6 As-built Survey for Vista Way LOMR.

**Exhibit A
Level of Effort Spreadsheet
TASK/HOUR BREAKDOWN
Design Services for City of Benbrook
Vista Way Road (Mercedes to IH-20 Frontage Rd)**

Task No.	Task Description	Labor (hours)						Total Labor Cost	Expense				Total Expense Cost	Task Sub Total
		Project Director	St. Tech. Expert	Project Engineer	Grad. Engineer 2	CADD	Administrative		Subconsultant		Travel	Reproduction		
		Rate	\$190	\$180	\$125	\$110	\$100		\$80	MWBE	Non-MWBE			
1.0	Floodplain Services													
		18	100	0	280	0	0	\$74,420	\$0	\$15,000	\$0	\$0	\$16,000	\$89,420
1.1	Floodplain Analysis	8	40		140			\$24,120					\$0	\$24,120
1.2	*Conditional Letter of Map Revisions (CLOMR)	6	30		80			\$15,340		\$6,750			\$6,750	\$22,090
1.3	*Letter of Map Revision (LOMR)	2	24		60			\$11,300		\$8,250			\$8,250	\$19,550
1.4	Coordination Meetings with the City (up to 2)	2	6					\$1,460					\$0	\$1,460
1.5	Survey of x-sections for floodstudy							\$6,700					\$0	\$6,700
1.6	As-built Survey for Vista Way LOMR							\$13,500					\$0	\$13,500
	Totals	18	100	0	280	0	0	\$74,420.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$89,420.00

*Administration Fees may be subject to change

Project Summary	
Total Hours	398
Total Labor	\$74,420
Total Expense	\$15,000
MBE/SBE Subconsultant	\$0
Non-MBE/SBE Subconsultant	\$15,000
10% Sub Markup	\$0
MBE/SBE Participation	0.0%
Total Project Cost (HNTE)	\$89,420

City of Benbrook

General Engineering Consulting Services

Exhibit B

Fees

2016 STANDARD HOURLY BILL RATE SCHEDULE*

STAFF TYPE	HOURLY BILL RATE		
Administrative	\$80.00	-	\$100.00
Department Directors	\$140.00	-	\$245.00
Information Systems	\$85.00	-	\$170.00
Marketing/Business Development	\$95.00	-	\$135.00
Human Resources	\$85.00	-	\$100.00
Financial	\$100.00	-	\$170.00
Civil Technician	\$87.00	-	\$100.00
Civil Designer	\$108.00	-	\$130.00
Graduate Engineer	\$105.00	-	\$110.00
Project Engineer	\$125.00	-	\$150.00
Assistant Project Manager	\$125.00	-	
Project Manager	\$145.00	-	\$180.00
Field Manager/Chief of Parties	\$125.00	-	\$145.00
Survey Project Manager	\$130.00	-	\$160.00
Survey Party Chief	\$110.00	-	\$125.00
Survey Technician	\$85.00	-	\$105.00
Survey Field Assistant	\$54.00	-	
GIS	\$95.00	-	\$105.00
PLA Technician	\$97.00	-	
Land Planner	\$175.00	-	
Graduate Landscape Architect	\$95.00	-	\$100.00
Landscape Architect	\$110.00	-	\$210.00
Graduate Planner	\$95.00	-	
Construction Administrator	\$110.00	-	
Environmental Scientist	\$105.00	-	\$120.00
Intern	\$73.00	-	
Principal	\$180.00	-	\$285.00
Senior Technical Expert	\$180.00	-	

**Fees are subject to change at the end of December 2016.*

Compensation

The CONSULTANT shall be compensated a total hourly not to exceed fee of **\$89,420** as summarized in Exhibit A – Level of Effort Spreadsheet for the services described in Exhibit A – Scope of Services including all labor materials, supplies, and equipment necessary to deliver the services.

Invoicing

CONSULTANT may submit invoices for Services rendered no more frequently than monthly, accompanied by an explanation of the Services provided and any necessary supporting documentation.



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 04/07/16	REFERENCE NUMBER: G-2235	SUBJECT: Approve Interlocal Agreement with Tarrant County Inter-Jurisdictional Emergency Management Program	PAGE: 1 of 1
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The Texas Local Government Code allows cities to enter into interlocal agreements for the purpose of jointly performing governmental functions. Benbrook participates in multiple interlocal agreements including mutual aid (Tarrant County), garbage billing (BWSA), and cooperative purchasing (Buyboard and HGAC).

INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT COORDINATION

Benbrook has requested to enter into an interlocal agreement with Tarrant County for participation in the Inter-Jurisdictional Emergency Management Program (I-JEMP). The I-JEMP allows Benbrook to join a group of Tarrant County cities for emergency management planning and coordination under the leadership of the Tarrant County Emergency Management Office. For many years, City Staff has written and maintained a separate emergency management plan. Through the I-JEMP, Tarrant County and other member cities have established similar programs for comprehensive emergency management including mitigation, preparedness, response and recovery.

Joining the I-JEMP eliminates redundant annual updates currently undertaken by Benbrook, saving significant Staff time. In addition, the I-JEMP leverages the combined resources of the cities and Tarrant County. The program includes the preparation and maintenance of an inter-jurisdictional emergency management plan for the City of Benbrook and Tarrant County.

There is no cost to join the program.

RECOMMENDATION

Staff recommends that City Council approve the interlocal agreement with Tarrant County for the Inter-Jurisdictional Emergency Management Program.

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

RESOLUTION NO. 2016-03

**JOINT RESOLUTION ESTABLISHING AN
INTER-JURISDICTIONAL EMERGENCY MANAGEMENT PROGRAM**

WHEREAS, the City of Benbrook and Tarrant County have established similar programs of comprehensive emergency management which includes the mitigation, preparedness, response and recovery phases of emergency management; and

WHEREAS, the City of Benbrook and Tarrant County find that vulnerability to many potential hazards are shared by residents of the City of Benbrook and the unincorporated portions of Tarrant County; and

WHEREAS, the City of Benbrook and Tarrant County further find that the common goal of emergency management can best be achieved through an organization which shares the combined resources of the City and the County.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benbrook, Texas that;

SECTION 1. The City Manager of Benbrook shall appoint an Emergency Management Coordinator to coordinate all aspects of the city comprehensive emergency management program and the Tarrant County Judge shall appoint an Emergency Management Coordinator to coordinate all aspects of the County comprehensive emergency management program.

SECTION 2. The program includes the preparation and maintenance of an inter-jurisdictional emergency management plan for the City of Benbrook and Tarrant County in accordance with this resolution.

SECTION 3. Any party to this agreement may withdraw from the combined organization created by this resolution and its related inter-jurisdictional emergency management plan by giving 60 days advance notice in writing to each of the signatories of this resolution and by submitting the appropriate documentation to the State of Texas, Texas Division of Emergency Management.

PASSED, APPROVED AND ADOPTED on the 7th day of April, 2016.

CITY OF BENBROOK

TARRANT COUNTY

Jerry B. Dittrich, Mayor

B. Glen Whitley, County Judge

Date: _____

Date: _____



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 04/07/16	REFERENCE NUMBER: G-2236	SUBJECT: Interlocal Cooperation Contract with North Central Texas Trauma Regional Advisory Council	PAGE: 1 of 1
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The Texas Local Government Code allows cities to enter into interlocal agreements for the purpose of jointly performing governmental functions. Benbrook participates in multiple interlocal agreements including mutual aid (Tarrant County), garbage billing (BWSA), and cooperative purchasing (Buyboard and HGAC).

INTERLOCAL COOPERATION CONTRACT

The North Central Texas Trauma Regional Advisory Council administers a grant program on behalf of the Texas Department of State Health Services to provide evacuation trailers to strategic public safety partners. The City of Benbrook has requested to enter into an interlocal cooperation contract with the North Central Texas Trauma Regional Advisory Council to participate in the Evacuation Trailer Project. Program participation provides Benbrook with a fully equipped/stocked evacuation trailer for use in the event of a catastrophic event. There is no charge for the trailer.

Once granted, the City holds title to the trailer and is responsible for its maintenance, upkeep and insurance. The cost to maintain and insure the trailer is minimal.

RECOMMENDATION

Staff recommends that City Council approve the interlocal cooperation contract with the North Central Texas Trauma Regional Advisory Council for participation in the Evacuation Trailer Project.

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

**INTERLOCAL COOPERATION CONTRACT
EVACUATION TRAILER PROJECT**

The State of Texas

County of Tarrant

THIS INTERLOCAL COOPERATION CONTRACT ("CONTRACT"), also known as the EVACUATION TRAILER PROJECT, is made and entered into this ___ day of _____ 2016 pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code ("ACT"), and is by and between the North Central Texas Trauma Regional Advisory Council ("NCTTRAC"), a Texas non-profit corporation and the City of Benbrook ("Receiving Agency"), a home rule municipal corporation, (hereinafter collectively the "Parties") and shall be considered effective the ___ day of _____, 2016 ("Effective Date").

Accordingly, the Parties agree as follows:

I. LEGAL AUTHORITY

The Parties represent and warrant that:

1. NCTTRAC is a non-profit corporation created under Texas Administrative Code Title 25, Part 1, Chapter 157, and is organized to provide one or more governmental functions and services within Trauma Service Area E. Trauma Service Area E encompasses the following counties: Collin, Cooke, Dallas, Denton, Ellis, Erath, Fannin, Grayson, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise.
2. The Receiving Agency is eligible to contract with NCTTRAC under the ACT because it is one of the following: a local government, as defined in the ACT (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities), a state agency (an agency of the State of Texas as defined in §771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services.
3. The Receiving Agency and NCTTRAC possess adequate legal authority to enter into this CONTRACT.
4. The Receiving Agency in paying for the performance of governmental functions pursuant to the CONTRACT shall make payments only from current revenues legally available to such party.
5. The governing bodies of each entity believe that this CONTRACT is beneficial to the public and that each party has the legal authority to provide the governmental function which is the subject of this CONTRACT.

II. STATEMENT OF SERVICES TO BE PERFORMED:

The Receiving Agency and the NCTTRAC agree to provide services as set forth in the attached Schedule A – *Evacuation Trailer Project* and Exhibit B – *Affidavit of Insurance or Other Means of Replacement* which schedules are incorporated herein for all purposes.

Equipment provided by NCTTRAC under this CONTRACT as described on Exhibit A to this Contract known as the *Equipment List - Evacuation Trailer Project* is provided to the Receiving Agency at no cost. In lieu of payment for the use of the Evacuation Trailer, the Receiving Agency shall be responsible for various costs associated with the Evacuation Trailer as provided for in the attached Schedules.

Interlocal Cooperation Contract – Evacuation Trailer Project, continued

III. TERM OF CONTRACT:

This CONTRACT is effective as of the “Effective Date.” The initial term of the CONTRACT shall be one (1) year from the Effective Date (“Term”). At the end of the Term, this CONTRACT shall automatically renew on the anniversary of the Effective Date on a yearly basis for a maximum of ten (10) consecutive years, unless earlier terminated by the Parties in accordance with the terms set forth in paragraph IV below.

IV. TERMINATION:

This CONTRACT may be terminated by either the Receiving Agency or NCTTRAC when one of the following occurs:

1. Either party in its sole discretion requests termination in writing with 30 days prior notice.
2. Immediately if the prime award is terminated by the Texas Department of State Health Services (DSHS).
3. NCTTRAC is no longer the DSHS Hospital Preparedness Program (HPP) contractor.

At the conclusion of the contractual relationship between the Receiving Agency and NCTTRAC, for any reason, title to any remaining equipment and supplies purchased for this project under HPP funds, reverts to DSHS. At the discretion of DSHS, the title may be transferred to a third party or it may be retained by the Receiving Agency.

V. VENUE

This CONTRACT and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this CONTRACT are performable in Tarrant County, Texas. Exclusive venue for any action arising out of this CONTRACT shall be in Tarrant County, Texas.

VI. GENERAL PROVISIONS:

1. This CONTRACT is entered into by the duly authorized officials of each respective party.
2. Any notice required pursuant to this CONTRACT must be in writing and is properly given if hand delivered, or sent by certified or registered mail, or overnight courier service, to the Parties either at the address below for or at such other address as the Parties from time to time specify by written notice pursuant to this Section. Any such notice is considered delivered on the date of delivery if hand delivered, or upon confirmation if sent by certified or registered mail or an overnight courier service.

If to NCTTRAC:

NCTTRAC
600 Six Flags Drive, Suite 160
Arlington, Texas 76011

If to Receiving Agency:

City of Benbrook
911 Winscott Road
Benbrook, TX 76126

3. To the extent authorized by the laws and constitution of the State of Texas, NCTTRAC and the Receiving Agency shall not be liable for any lost profits, special, incidental, consequential, or punitive damages, whether for breach of any express or implied warranties or otherwise. NCTTRAC and the Receiving Agency do not warrant that services shall be without defect, interruption, or suited for particular purposes. The

Interlocal Cooperation Contract – Evacuation Trailer Project, continued

Receiving Agency agrees to work cooperatively with NCTTRAC to maintain services to the best of both Parties' abilities.

4. During the term of this CONTRACT and any extensions thereto, the parties acknowledge that title to the Evacuation Trailer and supporting equipment and supplies shall vest with the Receiving Agency, subject to applicable DSHS regulations. The Receiving Agency, to the extent permitted by law, assumes all liability arising from the use, employment, deployment, redeployment, and reconstitution of the Evacuation Trailer and supporting equipment in accordance with the provisions of law and regulations which govern its activities.
5. In case any other provision hereof should be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this CONTRACT and this CONTRACT shall be construed as if such invalid, illegal or unenforceable provision had never been included in this CONTRACT.
6. It is understood by both Parties that each will fulfill its responsibilities under this CONTRACT in accordance with the provisions of law and regulations which govern their activities. Nothing in this CONTRACT is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this CONTRACT consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict up to, and including, forfeiture of the use and return to NCTTRAC of those assets described in the attached schedules and exhibit(s).
7. This CONTRACT constitutes the entire contract hereto with respect to the subject matter hereof, and supersedes any prior understanding or written or oral contracts between the Parties with respect to the subject matter of this CONTRACT. No amendment, modification, or alteration of the terms of the CONTRACT shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the party against whom enforcement is sought.
8. Each person signing this CONTRACT on behalf of a party hereby confirms for the benefit of the other party to this CONTRACT that any requisite approvals from the governing body of such party have been obtained, and all prerequisites to the execution, delivery, and performance hereof have been obtained by or on behalf of that party.
9. Force Majeure - Either party may be excused from performance under this CONTRACT for any period that such party is prevented from performing its obligations in whole or in part as a result of any act of God, war, civil disturbance, epidemic, court order, or other event outside the control of such party, provided the party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within such party's control.
10. Neither party has authority for or on behalf of the other except as provided in this CONTRACT. No other authority, power, partnership, use, or rights are granted or implied except as provided by Texas and or Federal laws and regulations, and as defined in Schedule A to this CONTRACT.
11. Neither party may incur any debt, obligation, expense, or liability of any kind on behalf of the other party without the other party's express written approval.
12. To the extent permitted by law, the Receiving Agency will defend and indemnify NCTTRAC, its directors, employees, agents, and representatives (the "Indemnitees") and hold the Indemnitees harmless against any damage, claims, suits actions, liabilities, loss, penalties, costs, and expenses including, without limitation, reasonable attorneys' fees arising out of or alleged to have arisen from or in any way connected to:
 - i. the use of the equipment set forth on Exhibit A by the Receiving Agency;
 - ii. a breach of any of the representations, warranties, or obligations of this contract by the receiving agency; and/or

Interlocal Cooperation Contract – Evacuation Trailer Project, continued

- iii. any claim (whether founded or unfounded) of any nature or character; arising out of or alleged to have arisen from or in any way connected to any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by the receiving agency or any of its employees, agents, representatives or contractors.
13. NCTTRAC will defend and indemnify the Receiving Agency, its elected officials, directors, officers, employees, agents and representatives (the “Receiving Agency Indemnitees”) and hold the Receiving Agency Indemnitees harmless against any damages, claims, suits, actions, liabilities, loss, penalties, costs, and expenses including without limitation reasonable attorneys’ fees arising out of or alleged to have arisen from or in any way connected to:
- i. a breach of any of the representations, warranties, or obligations of this contract by NCTTRAC; and/or
 - ii. any claim (whether founded or unfounded) of any nature or character arising out of or alleged to have arisen from or in any way connected to any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by NCTTRAC or any of its employees, agents, representatives or contractors.

VII. CONTRACT SIGNATURES:

The UNDERSIGNED PARTIES bind themselves to the faithful performance of this CONTRACT. It is mutually understood that this CONTRACT shall be effective if signed by a person authorized to do so according to the normal operating procedures of said party. If the governing body of a party is required to approve this CONTRACT, it shall not become effective until approved by the governing body of that party. In that event, this CONTRACT shall be executed by the duly authorized official(s) of the party as expressed in an approving resolution or order of the governing body of said party, a copy of which shall be attached to this CONTRACT.

RECEIVING AGENCY CITY OF BENBROOK	
APPROVED AS TO FORM AND LEGALITY:	
ATTEST: _____ <p style="text-align: center;">Betsy Elam / Attorney</p> _____ <p style="text-align: center;">Date of Signature</p>	_____ <p style="text-align: center;">Jerry Dittrich / Mayor</p> _____ <p style="text-align: center;">Date of Signature</p>
PERFORMING AGENCY NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL	
APPROVED AS TO FORM AND LEGALITY:	
ATTEST: _____ <p style="text-align: center;"><Attorney Name></p> _____ <p style="text-align: center;">Date of Signature</p>	_____ <p style="text-align: center;">Hendrik J. Antonisse, Executive Director</p> _____ <p style="text-align: center;">Date of Signature</p>

SCHEDULE A
EVACUATION TRAILER PROJECT

I. Purpose of CONTRACT

It is the purpose of this CONTRACT is to establish a cooperative and mutually beneficial relationship between the Parties and to set forth the relative responsibilities of the Parties as they relate to the utilization of an Evacuation Trailer (one or more) and specialized evacuation equipment and supplies purchased with U. S. Department of Health and Human Services Hospital Preparedness Program (HPP) funding. It is intended that the Receiving Agency will provide direct or mutual aid in the form of immediate evacuation support during emergencies and / or disasters, using provided materiel, first within its jurisdictional area, then within Trauma Service Area E, as set forth below.

II. Project Description

The Evacuation Trailer may be deployed outside the Receiving Agency's jurisdiction on a DSHS mission assignment. On a DSHS mission, the Receiving Agency's operational costs will be reimbursed per separate agreement(s). Other federal, state, and local provisions may also apply.

The Receiving Agency maintains authority for daily use of the Evacuation Trailer. If other jurisdictions issue a mutual aid request for use of the Evacuation Trailer, and the trailer is available, the Receiving Agency will provide priority support to jurisdictions within TSA-E, with follow-on consideration to support requests from other regions, the state, and the federal government, provided that the need for the Evacuation Trailer in the Receiving Agency's jurisdiction does not outweigh the need elsewhere. Requests for an Evacuation Trailer deployment outside the Receiving Agency's jurisdiction will be routed to the Receiving Agency in compliance with Texas Emergency Management Act, Chapter 418, Texas Government Code, and the Texas Disaster Act of 1975, or as set forth in local mutual aid agreements held by the Receiving Agency.

Final authority for the deployment of the Evacuation Trailer rests with the Receiving Agency.

An Equipment List is attached as Exhibit A to this CONTRACT.

III. Purpose of Evacuation Trailer Project

The Evacuation Trailer Project supports state, regional, and local preparedness by providing specially-designed evacuation equipment and supplies in a rapidly-mobilized trailer for immediate response to the scene of a disaster at which emergency evacuation or search and rescue operations are deemed necessary for the preservation of life.

IV. Responsibilities of the Parties under Contract

In consideration of the mutual aims, desires and promises of the Parties to this CONTRACT, and, in recognition of the public benefit to be derived from effective implementation of the programs involved, the Parties agree that their responsibilities under this CONTRACT shall be as follows:

A. The Receiving Agency shall:

- 1) Sign the Texas Department of State Health Services Non-Expendable Personal Property Report Form (Form GC-11) and Property Transfer Record when the Evacuation Trailer is acquired from NCTTRAC.

Interlocal Cooperation Contract – Evacuation Trailer Project Schedule A

- 2) Participate as a local and regional mutual aid partner to cooperative agencies by providing the Evacuation Trailer and personnel on a 24/7/365 basis.
- 3) Participate as a state-wide response partner to the Texas Department of State Health Services by providing the Evacuation Trailer, when requested.
- 4) Furnish a prime mover and operational personnel. It is anticipated that the recipient's prime mover and personnel will be used during local or regional deployments of the Evacuation trailer, but may not be required if called upon for state deployment outside NCTTRAC's 19 county area.
- 5) Store the Evacuation Trailer in a secure environment (indoor housing preferred).
- 6) Participate in regional health and medical care delivery preparedness meetings and workgroups sponsored under the Hospital Preparedness Program.
- 7) Participate as an active regional partner and stakeholder in the Regional Emergency Preparedness Committee of NCTTRAC and/or its associated functional work groups, as appropriate.
- 8) Register and maintain Evacuation Trailer status in NCTTRAC's crisis applications, including the TSA-E Tracking of Resources, Assets, and Capabilities System (**E*TRACS**), WebEOC and EMResource, as requested by NCTTRAC.
- 9) Register and maintain contact data in **E*TRACS** for Receiving Agency administrative personnel responsible for Evacuation Trailer operations.
- 10) Maintain the Evacuation Trailer in a ready state for emergency responses.
- 11) Maintain supplied evacuation equipment and supplies in a ready state for emergency responses.
- 12) Participate in state and regional training and exercises.
- 13) Train personnel to operate and maintain the Evacuation Trailer and associated equipment.
- 14) Using standard HPP-specific inventory forms and processes, conduct an annual or special inventory of the Evacuation Trailer and ancillary equipment upon request by NCTTRAC. NCTTRAC will provide technical and/or staff support to Receiving Agency during the inventory process as requested and available. Electronic, on-line inventory systems such as WebEOC and/or E*TRACS may be required.
- 15) Notify NCTTRAC if replacement of damaged or non-functional equipment is required.
- 16) Notify NCTTRAC if the Evacuation Trailer is taken out of service (for operational reasons) for a period of time greater than twenty-four (24) hours.
- 17) Notify NCTTRAC, for consideration, of any needed upgrades regarding the Evacuation Trailer. Trailer alterations must be approved by NCTTRAC to ensure regional and state consistency.
- 18) Provide minor equipage as needed for use within the Evacuation Trailer for purposes such as administrative support and cleaning.
- 19) Maintain insurance or other means of replacing the Evacuation Trailer and issued ancillary equipment as provided under HPP funding. The Receiving Agency will complete and return to NCTTRAC Exhibit B, Affidavit of Insurance or Other Means of Replacement. If insurance is provided by a third party policy, Receiving Agency will provide to NCTTRAC a copy of the Certificate of Insurance and a copy of each policy renewal thereafter. The Certificate of Insurance shall name NCTTRAC as an additional insured to the full extent of its interest in the Evacuation Trailer and issued equipment and supplies.
- 20) Be responsible for repair / replacement of equipment that is broken, damaged, or missing due to misuse, negligence, theft or outside of normal lifespan expectations.
- 21) Perform and document the completion of planned, preventive, and corrective maintenance and repairs to the Evacuation Trailer and ancillary equipment as indicated in the manufacturers' operations and maintenance manuals.

Interlocal Cooperation Contract – Evacuation Trailer Project Schedule A

- 22) Follow manufacturer warranty procedures to complete repairs as may fall under the warranty and as directed in the manufacturers' operations and maintenance manuals.
- 23) Receiving Agency is permitted to supplement NCTTRAC logos with jurisdiction logos.

B. NCTTRAC shall:

- 1) Allow the Evacuation Trailer to remain in the possession of the Receiving Agency for the Term of the CONTRACT with the understanding that the Receiving Agency will commit to its responsibilities as outlined in this CONTRACT.
- 2) Monitor the performance of the Receiving Agency in regards to performance under this CONTRACT and advise the Receiving Agency of any and all concerns regarding performance.
- 3) Support an annual inventory of all Equipment, as identified in Exhibit A and provide results to DSHS or as required by special audit. NCTTRAC will provide technical and/or staff support to Receiving Agency during the inventory process as requested and available.
- 4) Provide copies of manufacturers' manuals and warranty statements upon the execution of this CONTRACT.
- 5) Support appropriate planned costs of operation of the Evacuation Trailer for HPP-sanctioned exercises conducted inside and outside the Receiving Agency's jurisdiction and within the geographic boundaries of Trauma Service Area E, when allowed under DSHS HPP contract and as mutually agreed by both the Receiving Agency and NCTTRAC.

----- End of Schedule A -----

**EXHIBIT A
EQUIPMENT LIST
EVACUATION TRAILER PROJECT**

One each, enclosed cargo trailer unit.

Ancillary trailer equipment and supplies include:

- One folding lid container
- Ten hook-style cargo straps
- Twenty ETRACK strap rings
- One spare tire with interior mount
- One bottle jack
- One 4-way lug wrench
- One ABC fire extinguisher
- One 12v DC air compressor

Evacuation equipment and supplies include:

- Two Stryker StairChair Pro evacuation chairs with headrest
- Ten NCTTRAC back boards with three strap sets each
- Ten 36" adult MedSled evacuation appliances
- Two 48" bariatric MedSled evacuation appliances
- One 28" youth MedSled evacuation appliance
- One Infant Sled insert for use with 36" appliance
- One Toddler Sled insert for use with 36" appliance
- Ten pediatric immobilization boards
- Two Folding Scoop Litters
- Five Megamover 1500 portable transport units
- Five Megamover transport chairs
- One bale blankets with 48 units
- Two boxes foam head wedges with five units

Total unit acquisition value of above items for insurance purposes is: \$12,500.00

----- End of Exhibit A -----

**EXHIBIT B
AFFIDAVIT OF INSURANCE
OR OTHER MEANS OF REPLACEMENT
EVACUATION TRAILER PROJECT**

Receiving Agency: City of Benbrook
Address: 911 Winscott Road
City, State, Zip code Benbrook, TX 76126

In accordance with Section IV, paragraph A. (19), of Schedule A to the Evacuation Trailer Project Interlocal Cooperation Contract,

I, **Sherri Newhouse / Finance Director**, hereby swear or affirm that

City of Benbrook holds the required amount of

insurance, or other means of replacement, for the total value of the Evacuation Trailer and issued equipment and/or supplies. I further swear or affirm that the North Central Texas Trauma Regional Advisory Council is named as an additional insured under the policy to the full extent of its interest in the Evacuation Trailer and issued equipment and supplies.

Check box if insurance is provided by a third party

Check box if Receiving Agency is self-insured

ATTEST: _____
Signature

Sherri Newhouse

Finance Director

Date

Third Party insurance certificate is attached

Return form(s) to: NCTTRAC
600 Six Flags Drive, Suite 160
Arlington, TX 76011

----- End of Exhibit B -----



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 04/07/16	REFERENCE NUMBER: G-2237	SUBJECT: Approve Development Agreement Regarding Annexation of HKS Management, Limited, et al, Property (992.72-acre Helen Groves Tract)	PAGE: 1 of 1
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As part of the boundary adjustment with the City of Fort Worth that was completed in October 2014, two properties were too large to transfer automatically into Benbrook’s corporate limits. In accordance with State law, both properties were notified by letter in August 2015 of the opportunity to enter into a Development Agreement whereby the City agrees not to annex for five years so long as the property remains in agricultural use. The 35.44-acre Ludie property near the I-20/Aledo Road intersection did not respond by the required deadline, and the City annexed that property in November 2015.

Legal representatives of the 992.72-acre Helen Groves tract contacted the City and requested a 90-day delay to consider their options. In December, the Groves attorney advised that they wished to exercise the Development Agreement option. Staff and the City Attorney negotiated the terms of the Agreement during the period from December through February, and the landowner secured the necessary signatures in March.

The Agreement provides that the City will not annex the property for a period of five years, provided that the property is undeveloped and remains in agricultural use. If the owners sell a portion of the property and subdivide it, that part will be annexed. At the end of five years, the entire property will be annexed, unless there is a reason that both parties want to extend the Development Agreement.

RECOMMENDATION

Staff recommends that the City Council approve the Development Agreement with HKS Management, Limited, et al, regarding annexation.

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

STATE OF TEXAS §
COUNTY OF TARRANT §

DEVELOPMENT AGREEMENT

This agreement is entered into pursuant to Section 43.035 of the Texas Local Government Code (the "Code") between the City of Benbrook, Texas (the "City") acting by and through its City Manager (or his designee), and HKG Management, Limited, a Texas limited partnership, Mandalay Associates Limited Partnership, a Texas limited partnership, Forgason Family Limited Partnership, a Texas limited partnership, 3 Sons' Ranch Interests L.L.C., a Texas limited liability company, John D. and Claire L. Alexander Children's Trust, Henrietta K. Alexander George Children's 2000 Trust No. 1, Dorothy A. Matz 1998 Trust, Helen C. Alexander, John D. Alexander, Jr., Henrietta K. Alexander, and Dorothy A. Matz (collectively, the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns real property (the "Property") in Tarrant County, Texas, more particularly and separately described in the attached Exhibit "A", which is located in the extraterritorial jurisdiction of the City; and

WHEREAS, the Owner desires to continue the current use of the Property and to remain outside of the City Limits, in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, it is the City's desire to permit the Owner to continue current use of the Owner's Property according to the terms of this Agreement without being annexed into the City; and

WHEREAS, the Property is eligible to be the subject of a development agreement under Section 43.035 of the Texas Local Government Code; and

WHEREAS, this Agreement is entered into in lieu of involuntary annexation and in compliance with Section 43.035 of the Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective heirs, successors and assigns for the Term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Tarrant County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

**SECTION 1.
CONDITIONAL IMMUNITY FROM ANNEXATION**

- A. The City guarantees that it will not involuntarily annex the Property (the "guarantee of immunity from annexation"), or institute proceedings to annex the Property, for the term of this Agreement subject to the provisions of this Agreement. If the Property is annexed pursuant to the terms of this Agreement, the City will provide services to the Property in accordance with a service plan in compliance with Chapter 43 of the Texas Local Government Code and consistent with the services provided to similarly situated properties existing in the city's limits.
- B. This guarantee not to annex the Property will end should any of the events listed in Section 3 occur or if the Owner requests annexation to be completed prior to expiration of the Term of this Agreement; provided, however, Owner may subdivide or convey away a portion or a series of portions in tracts of not less than 20 acres of the Property (defined below as "Subdivided Portion") and such subdivision shall not terminate the immunity from annexation of the remaining portion of the Property as provided in Section 3.B. below. At the time of application for subdivision, the Owner shall submit a plan for development of the remaining portion of the Property (if the Owner has such a plan), which may be amended or revised by Owner in the future.

**SECTION 2.
REGULATION OF PROPERTY**

- A. All municipal land use, subdivision, and development ordinances and regulations of the City, that do not interfere with the agricultural use of the Property, shall be applicable to and enforceable against the Property in the same manner the regulations are enforced within the City limits, in areas zoned "SD" Suburban District, under Benbrook zoning ordinances. Except as provided herein, no change in the current use of the Property shall occur without Owner submitting a petition for the voluntary annexation of the Property or termination of this Agreement.
- B. In no case will the City's enforcement of any regulations and planning authority materially interfere with the use of the Property for agriculture use, so long as this Agreement is in force.
- C. For purposes of this Agreement, the following uses shall be permitted, prior to annexation:
1. Drilling for and production and gathering of oil and gas, as well as necessary storage facilities limited to attributes and equipment customarily located on a drill site and production site, with new drill sites subject to applicable County regulations and oversight;

2. Land used for up to one single-family residence per 400 acres on the Property.
 3. Agricultural uses; and
 4. Existing uses, provided any non-agricultural existing use shall be subject to Section 17.100 of the Benbrook Zoning ordinance governing nonconforming uses.
- D. The Owner may construct any building(s) consistent with the uses described in this section. Prior to initiation of construction, Owner shall obtain the City's written consent. The City's consent shall be limited to the question of whether or not the construction is or is not consistent with the uses described in this section.

SECTION 3. EVENTS THAT TERMINATE IMMUNITY FROM ANNEXATION

The occurrence of any of the following events shall constitute a petition for voluntary annexation by the Owner and shall terminate the guarantee of immunity from annexation:

- A. If the Owner files (with the City or any other governmental unit) any type of subdivision plat, development plat, or related development documents for the Property (herein "Subdivision Documents") save and except for a plat or documents submitted in relation to the permitted uses listed in Section 2, Paragraph C. above;
- B. Notwithstanding subparagraph A,
 1. The Owner may subdivide and/or convey away a portion of the Property; and this Agreement shall remain in full force and effect on that part of the Property remaining, so long as the remaining portion of the Property is not developed and retains its AG status. The remaining portions which retain AG status shall remain subject to this Agreement and shall not be subject to annexation for the Term of this Agreement. The portion of the Property concerning which Subdivision Documents have been filed is herein called "Subdivided Portion."
 2. Owner, or any single Owner in the group, may transfer his, her, or its interest in the Property to an entity it may control or to another of the individuals or entities making up the group Owner, and such transfer shall not be a default of this Agreement or terminate the immunity from annexation.

- C. If the Owner commences or allows development or use of the Property in a manner inconsistent with the limitations set forth in Section 2 it shall constitute a violation of this Agreement.

SECTION 4. TERM

- A. Subject to Section 3 of this Agreement, the term of this Agreement (the "Term") is five (5) years from the date that the City Manager's (or designee's) signature to this Agreement is acknowledged by a public notary.
- B. Upon expiration of the Term:
1. The Owner, Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation of all portions of the Property, including the Subdivided Portion;
 2. The City may institute and complete annexation proceedings for the any portion of the Property not previously annexed under the provisions of this Agreement; and
 3. The annexation of the entire Property shall be a voluntary annexation under any applicable law now or then existing.
- C. The Term may be extended for an additional period or periods of time (subject to the limitations of State law) by the City or by written agreement of the Parties.
- D. Owner may, at any time, petition the City to voluntarily annex all or a portion of the Property prior to expiration of the Term.

SECTION 5. GENERAL PROVISIONS

- A. Notice. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. A copy of the notice required by this section shall be forwarded to the City at the following address:

City of Benbrook, Texas
Attn: Dave Gattis
City of Benbrook
911 Winscott Road
P.O. Box 26569
Benbrook, Texas 76126

- B. Runs with Property. This Agreement shall run with the Property, shall be recorded in the real property records of Tarrant County, Texas, and shall be binding on the Owner and the Owner's successors in title.
- C. Severability. If a court of competent jurisdiction determines that any covenant or requirement of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.
- D. Enforcement; No Waiver. This Agreement may be enforced by the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
- E. Applicable Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.
- F. Venue. Venue for this Agreement shall be in Tarrant County, Texas.
- G. No Vested Rights. This Agreement shall not be construed as a permit for purposes of Chapter 245, Texas Local Government Code. Should annexation occur, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.
- H. Execution. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.
- I. Survival of Certain Terms. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2 and 3 herein.
- J. Ownership of Property. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any persons claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

[Signature and Acknowledgment Pages Follow]

Executed this ____ day of _____, 20____ by Owner.

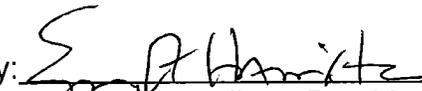
HKG MANAGEMENT, LIMITED,
a Texas limited partnership

By: GA Management L.L.C.,
a Texas limited liability company,
its general partner

By: 
Helen K. Groves, President

MANDALAY ASSOCIATES LIMITED
PARTNERSHIP,
a Texas limited partnership

By: EAHGP, L.L.C.,
a Texas limited liability company,
its general partner

By: 
Emory A. Hamilton, President

FORGASON FAMILY LIMITED
PARTNERSHIP,
a Texas limited partnership

By: CAFGP, L.L.C.,
a Texas limited liability company,
its general partner

By: 
Caroline A. Forgason, President

3 SONS' RANCH INTERESTS L.L.C.,
a Texas limited liability company

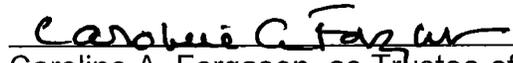
By: 
John D. Alexander, Jr., Manager



John D. Alexander, Jr., as Trustee of
John D. and Claire L. Alexander Children's
Trust



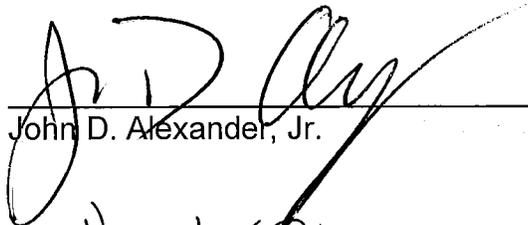
Henrietta K. Alexander, as Trustee of
Henrietta K. Alexander George
Children's 2000 Trust No. 1



Caroline A. Forgason, as Trustee of
Dorothy A. Matz 1998 Trust



Helen C. Alexander



John D. Alexander, Jr.



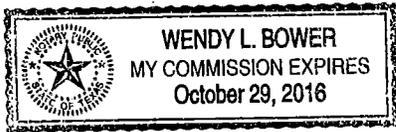
Henrietta K. Alexander



Dorothy A. Matz

THE STATE OF TEXAS §
COUNTY OF BEXAR §

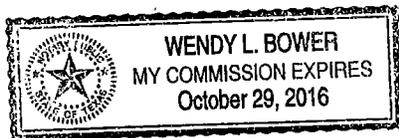
This instrument was acknowledged before me on MARCH 18, 2016 by Helen K. Groves, President of GA Management L.L.C., a Texas limited liability company, the general partner of HKG Management, Limited, a Texas limited partnership, on behalf of the company, on behalf of the partnership.



Wendy Bower
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF BEXAR §

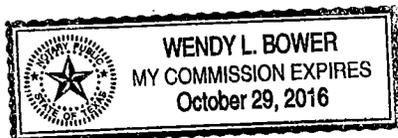
This instrument was acknowledged before me on MARCH 21, 2016, by Emory A. Hamilton, President of EAHGP, L.L.C., a Texas limited liability company, the general partner of Mandalay Associates Limited Partnership, a Texas limited partnership, on behalf of the company, on behalf of the partnership.



Wendy Bower
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF BEXAR §

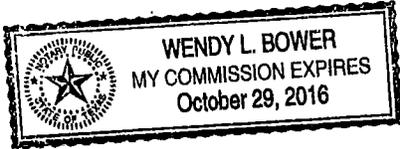
This instrument was acknowledged before me on MARCH 9, 2016, by Caroline A. Forgason, President of CAFGP, L.L.C., a Texas limited liability company, the general partner of Forgason Family Limited Partnership, a Texas limited partnership, on behalf of the company, on behalf of the partnership.



Wendy Bower
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF BEXAR §

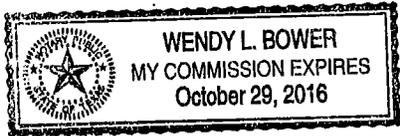
This instrument was acknowledged before me on MARCH 7, 2016, by John D. Alexander, Jr., Manager of 3 sons' Ranch Interests L.L.C., a Texas limited liability company, on behalf of the company.



Wendy Bower
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF BEXAR §

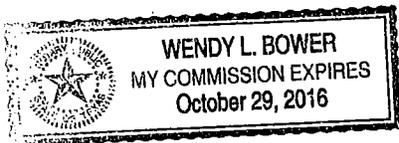
This instrument was acknowledged before me on MARCH 7, 2016, by John D. Alexander, Jr., as Trustee of John D. and Claire L. Alexander Children's Trust, on behalf of the trust.



Wendy Bower
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on MARCH 24, 2016, by Henrietta K. Alexander, as Trustee of Henrietta K. Alexander George Children's 2000 Trust No. 1, on behalf of the trust.

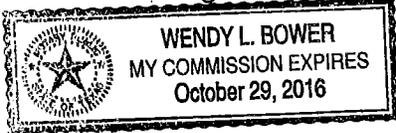


Wendy Bower
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on MARCH 9, 2016, by
Caroline A. Forgason, as Trustee of Dorothy A. Matz 1998 Trust, on behalf of the trust.

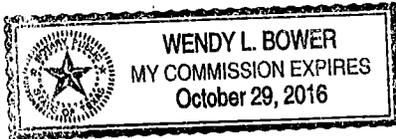


Wendy L. Bower
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on MARCH 15, 2016 by
Helen C. Alexander, individually.

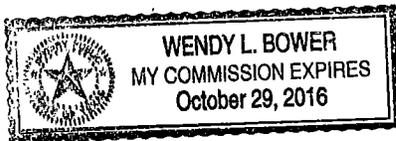


Wendy L. Bower
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on MARCH 7, 2016 by
John D. Alexander, Jr., individually.

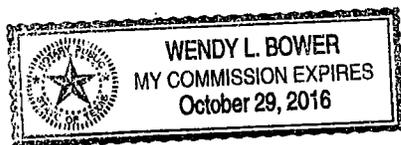


Wendy L. Bower
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BEXAR §

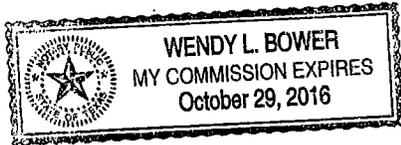
This instrument was acknowledged before me on MARCH 24, 2016, by
Henrietta K. Alexander, individually.



Wendy L. Bower
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on MARCH 15, 2016 by
Dorothy A. Matz, individually.



Wendy L Bower
Notary Public, State of Texas

Executed this ____ day of _____, 20____ by City.

Name: _____

Title: _____

City of Benbrook, Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, _____, of the City of Benbrook, Texas.

(Notary Seal)

Notary Public's Signature

**EXHIBIT A
PROPERTY DESCRIPTION**

**Portion of HELEN GROVES TRACT
Disannexed by FORT WORTH and ETJ Transferred to BENBROOK**

DESCRIPTION OF PROPERTY (Section 5)

SITUATED in the City of Fort Worth, Tarrant County, Texas, and being a tract of land in the D. T. FINLEY SURVEY, Abstract No. 1901, the G.H.&H. RAILROAD COMPANY SURVEY, Abstract No. 624, the J. P. SMITH SURVEY, Abstract No. 1885, and the TEXAS AND NEW ORLEANS RAILROAD COMPANY SURVEY, Abstract No. 1565, and embracing a portion of that certain tract conveyed to Helen Groves by deed recorded under Tarrant County Clerk's File No. D211247935 and said portion being more fully described as follows:

BEGINNING at the most southerly southeast corner of said Groves tract and an angle point in the westerly line of the U. S. Army Corps of Engineers Benbrook Lake tract in the south line of said G. H. and H. Railroad Company Survey and the north line of the B. R. Lacey Survey, Abstract No. 1907;

THENCE with the most southerly south line of said Groves tract for a southerly city limit line of the City of Fort Worth as of March, 2012, and the common line between said Railroad Company and Lacey Surveys, passing the common south corner of said Railroad Company and Finley Surveys, continuing with the common line between said Finley and Lacey Surveys, North 89 degrees, 58 minutes, 25 seconds West, 5112.6 feet, and South 89 degrees, 59 minutes, 20 seconds West, 1038.99 feet;

THENCE North across said Groves tract, departing from said Fort Worth city limit line, 3713.58 feet to a point in the southeasterly line of U. S. Highway 377, and a northwesterly line of said Groves tract;

THENCE northeasterly with said southeasterly line of U. S. 377 and northwesterly line of Groves tract, the following courses and distances:

North 48 degrees, 24 minutes, 20 seconds East, 563.48 feet;

North 48 degrees, 07 minutes, 20 seconds East, 1688.73 feet, and,

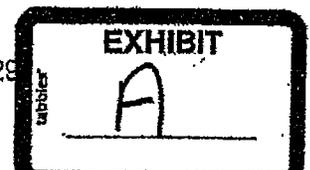
North 39 degrees, 53 minutes, 20 seconds East, 114.09 feet to the beginning of a curve whose center bears North 39 degrees, 53 minutes, 18 seconds East, 970.0 feet;

THENCE generally easterly across said Groves tract, and with the common city limits line of the Cities of Fort Worth and Benbrook as of March, 2012, the following courses and distances:

southeasterly with said curve, subtended by chord bearing South 63 degrees, 01 minute, 43 seconds East, 433.66 feet, a distance of 437.36 feet to the end of said curve and the beginning of a curve whose center bears South 14 degrees, 03 minutes, 16 seconds West, 1030.0 feet;

southeasterly with said curve, subtended by chord bearing South 59 degrees, 54 minutes, 49 seconds East, 568.92 feet, a distance of 576.42 feet to the end of said curve;

South 43 degrees, 52 minutes, 55 seconds East, 39.55 feet to the beginning of a curve whose center bears North 44 degrees, 39 minutes, 16 seconds West, 2225.36 feet;



northeasterly with said curve, subtended by chord bearing North 38 degrees, 52 minutes, 31 seconds East, 501.54 feet, a distance of 502.61 feet to the end of said curve;

North 32 degrees, 24 minutes, 20 seconds East, 100.0 feet to the beginning of a curve whose center bears South 57 degrees, 35 minutes, 44 seconds East, 950.88 feet;

northeasterly with said curve, subtended by chord bearing North 33 degrees, 40 minutes, 09 seconds East, 41.96 feet, a distance of 41.96 feet to the end of said curve and the beginning of a curve whose center bears South 55 degrees, 04 minutes, 01 second East, 950.88 feet;

northeasterly with said curve, subtended by chord bearing North 62 degrees, 10 minutes, 09 seconds East, 870.34 feet, a distance of 904.01 feet to the end of said curve;

North 89 degrees, 24 minutes, 20 seconds East, 550.0 feet to the beginning of a curve whose center bears South 0 degrees, 35 minutes, 43 seconds East, 2060.91 feet;

southeasterly with said curve, subtended by chord bearing South 71 degrees, 50 minutes, 11 seconds East, 1325.53 feet, a distance of 1349.51 feet;

North 43 degrees, 31 minutes East, 995.49 feet; and,

South 89 degrees, 57 minutes, 10 seconds East, 1649.2 feet to a northeast corner of said Groves tract and a northwest corner of said Benbrook Lake tract;

THENCE South 2 degrees, 15 minutes, 15 seconds East with the common line between said Groves tract and said Benbrook Lake tract, departing from said common city limit line, at 50.0 feet passing an "L" corner in the southerly Fort Worth city limit line, and continuing with the City of Fort Worth south city limit line as of March, 2012, in all 664.27 feet to an angle point in said common boundary line and said city limit line;

THENCE southerly and easterly with said Fort Worth city limit line and partially with said common line between Groves and Benbrook Lake tracts, the following courses and distances:

South 66 degrees, 58 minutes, 10 seconds East, 390.80 feet to the beginning of a curve whose center bears South 23 degrees, 02 minutes West, 256.48 feet, said curve being in the westerly line of Stevens Drive (County Road Project No. 1149);

southerly with said curve, subtended by chord bearing South 33 degrees, 35 minutes, 42 seconds East, 282.19 feet, and with said westerly line of Stevens Drive, leaving said Benbrook Lake tract, a distance of 298.80 feet to the end of said curve;

THENCE South 0 degrees, 13 minutes, 10 seconds East with an east line of said Groves tract and said west line of Stevens Drive (County Road Project No. 1149), and said Fort Worth city limit line, in all 4650.50 feet to the northeast corner of that certain easement granted to Tarrant County by instrument recorded in Volume 5237, Page 271, of the Tarrant County Deed Records;

THENCE continuing with common boundary lines of said Groves tract and said Tarrant County easement for said Fort Worth city limit line, South 44 degrees, 46 minutes, 50 seconds West, 42.40 feet; and, South 0 degrees, 13 minutes, 10 seconds East, 107.80 feet to a southeast corner of said

Groves tract and the southwest corner of said Tarrant County easement, in a northerly line of said Corps of Engineers Benbrook Lake tract;

THENCE generally westerly with the common line between said Groves tract and said Benbrook Lake tract for Fort Worth city limit line, the following courses and distances:

South 75 degrees, 00 minutes, 05 seconds West, 438.90 feet;

North 53 degrees, 47 minutes, 55 seconds West, 2610.40 feet;

North 89 degrees, 16 minutes, 55 seconds West, 869.0 feet; and

South 33 degrees, 07 minutes, 55 seconds East, 1937.40 feet to the PLACE OF BEGINNING, and containing 992.72 acres.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

GERRY CURTIS ASSOCIATES, INC., Surveyors

**Gerald A. Curtis, RPLS
Texas Registration No. 1640**

Portion of Helen Groves tract, from Fort Worth to Benbrook

