NOTICE IS HEREBY GIVEN in accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of Benbrook will conduct its Regular Meeting scheduled for **7:30 p.m.** on **Thursday July 2, 2020**, in the City Council Chambers, 911 Winscott Road, Benbrook, Texas by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19). While this meeting is open to the public, social distancing will be enforced.

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

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

The public toll-free dial-in number to participate in the telephonic meeting is: 1-866-894-9011 or local number 817-443-6248.

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

AGENDA
BENBROOK CITY COUNCIL
THURSDAY, JULY 2, 2020
911 WINSCOTT ROAD, BENBROOK, TEXAS
PRE-COUNCIL WORKSESSION 7:15 P.M.
Review and discuss agenda items for regular meeting.
REGULAR MEETING 7:30 P.M.
COUNCIL CHAMBERS
ALL AGENDA ITEMS ARE SUBJECT TO FINAL ACTION

I. CALL TO ORDER

II. CITIZEN COMMENTS ON ANY AGENDA ITEM

III. MINUTES

1. Approve Minutes Of The Regular Meeting Held June 18, 2020

Documents:

CC MINUTES-06-18-20.PDF

IV. REPORTS FROM CITY MANAGER

A. GENERAL

G-2471 Authorize Interlocal Agreement With Benbrook Water Authority For Street Cut Repair Services

Documents:

G-2471 BWA STREET CUT SERVICES.PDF
G-2471 ILA STREET REPAIRS.PDF

G-2472 Authorize Interlocal Agreement With Benbrook Water Authority For Residential Refuse And Storm Water Utility Fee Billing And Payment Collection Services

Documents:

G-2472 BWA REFUSE AND STORM WATER BILLING.PDF
G-2472 ILA REFUSE AND STORM WATER.PDF

V. INFORMAL CITIZEN COMMENTS

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

VI. COUNCIL MEMBER AND STAFF COMMENTS

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

VII. ADJOURNMENT

WORKSESSION

1. FY 2020/2021 Annual Budget - City Council Preliminary Discussion

MINUTES
OF THE
MEETING OF THE
BENBROOK CITY COUNCIL
THURSDAY, JUNE 18, 2020

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

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

Also Present:
Andy Wayman, City Manager
Jim Hinderaker, Assistant City Manager
Joanna King, City Secretary
Rick Overgaard, Finance Director
Phyllis Wolfe, IT Director

I. CALL TO ORDER

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

II. CITIZEN COMMENTS ON ANY AGENDA ITEM

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

III. MINUTES

1. Minutes of the regular meeting held June 4, 2020

Motion by Dr. Marshall, seconded by Ms. Mackey to approve the minutes of the regular meeting held June 4, 2020.

Vote on the Motion by Roll Call:

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

Noes: None

Motion carried unanimously.

IV. REPORTS FROM CITY MANAGER

A. GENERAL

G-2468 Accept Finance Report for period ending May 31, 2020

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

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

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

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

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

Total revenues received through May 31, 2020 were $3,108,249 from stormwater utility fees, mineral lease revenue, TIF payment, and interest earnings. Total expenditures for the Capital Projects Fund were $3,150,404 through the end of May. May expenditures included the following projects: Highway 377 and Clearfork Emergency Access Bridge. Total expenditures exceeded total revenues by $42,155. Sufficient funds are available in the current fund balances of the Capital Projects Fund. This fund operates on a project basis rather than a specific fiscal year.

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

Motion by Mr. Ward, seconded by Mr. Phillips to accept the finance report for the period ending May 31, 2020

Vote on the Motion by Roll Call:

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

Noes: None

Motion carried unanimously.

G-2469 Authorize Interlocal Agreement with Fort Worth Transportation Authority to provide transportation to the elderly and disabled

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

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

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

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

Motion by Ms. Franklin, seconded by Mr. Ward to approve participation in the Tarrant County Transportation Services Program for Elderly and Disabled residents, at a cost of $7,529.

Vote on the Motion by Roll Call:

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

Noes: None

Motion carried unanimously.

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

Jim Hinderaker gave the following report: As part of the 2020 Five-Year Capital Improvement Program (CIP) approved by City Council in January 2020, the 45th Year Community Development Block Grant (CDBG) Project is designated for the installation of streetlights and a sidewalk along the east side of the 3800 and 3900 Blocks of Crosslands Road in northeast Benbrook in the Country Day Meadows Addition in Benbrook's CDBG target area. Unfortunately, the low bid of $193,639 submitted by C. Green Scaping, LP (see Table 1 below) is $63,639 more than the

$130,000 awarded by the CDBG program to fund the project, which means the city would have to fund the cost difference from cash reserves.

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

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

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

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

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

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

Vote on the Motion by Roll Call:

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

Noes: None

Motion carried unanimously.

B. CONTRACT

C-332 Award Fence Construction Project to R & M Fence

Jim Hinderaker gave the following report: At the December 19, 2019 work-session, City Council agreed to seek competitive bids for a high-quality cedar wood fence directly abutting the existing masonry wall on Benbrook Boulevard between Amory Drive and Overcrest Drive (a.k.a. the Westpark Wall). Subsequently, affected property owners were notified and the project was posted for bid. The bids were opened on March 13, 2020. Gladiator Fence submitted the low bid of $225,105.

The bids were higher than anticipated and reflected the then booming (pre COVID-19) economy.

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

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

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

F & M Fence submitted a bid of $171,230 for the Westpark Fence and 130,940 for the Winchester Alternate for a total of $302.170.00.

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

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

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

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

Motion by Mr. Wilson, seconded by Mr. Phillips to approve the construction contract for F & M Fence; to add the Winchester alternate; and, transfer $52,170 from General Fund reserves to cover the unfunded balance of the project.

Vote on the Motion by Roll Call:

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

Noes: None

Motion carried unanimously.

V. INFORMAL CITIZEN COMMENTS

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

VI. COUNCIL MEMBER AND STAFF COMMENTS

Councilmember Franklin made the following announcements for upcoming events:
For information on the Friday, June 19, 2020 events visit juneteenthftw.com.
Saturday June 20 are the virtual graduations for Western Hills High School and Benbrook Middle High School.
Saturday June 27 the Electronic Waste and shredding events will be held at Dutch Branch Park.

Jim Hinderaker gave report on COVID-19.

VII. EXECUTIVE SESSION

Pursuant to Texas Government Code, Section 551.071 – Consultation with City Attorney

1. Pending or contemplated litigation

Mayor Dittrich recessed the regular meeting at 8:14 p.m. to conduct Executive Session.

VIII. RECONVENE INTO REGULAR MEETING – Take necessary action from Executive Session

Mayor Dittrich reconvened the regular meeting at 8:49 p.m. and announced that no action would be taken from the Executive Session.

IX. ADJOURNMENT

Meeting adjourned at 8:50 p.m.

APPROVED:

_____

Jerry B. Dittrich, Mayor

ATTEST:

_____

Joanna King, City Secretary

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
7/2/2020	G-2471	Authorize Interlocal Agreement with Benbrook Water Authority for Street Cut Repair Services	1 of 1

Background

When the Benbrook Water Authority (BWA) has a water or sewer line failure under a street, the street must be cut open and excavated to repair the line. After the line is repaired, the BWA is responsible for restoring the damaged street. These street repairs are commonly referred to as "street cuts". In lieu of the BWA contracting for this service, the City of Benbrook has repaired street cuts on asphalt streets for the BWA through an Interlocal Agreement (ILA) since 2000.

Proposed ILA

The proposed ILA renews this longstanding agreement with BWA, allowing the City of Benbrook to complete street cuts for the BWA. The repair cost is $8.91/square foot, which is identical to last year. The term of the proposed ILA is one year, beginning October 1, 2020 and ending September 30, 2021.

Operating Impact on City

BWA street cuts constitute approximately 30% of the total street cuts repaired by the City each year. Because of the economy of scale associated with the City completing street cuts, the repairs are easily absorbed into the City's work load without significantly affecting operations.

RECOMMENDATION

Staff recommends that City Council authorize the Interlocal Agreement with the Benbrook Water Authority for street cut repair services on asphalt streets.

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

STATE OF TEXAS §

COUNTY OF TARRANT §

INTERLOCAL AGREEMENT FOR STREET REPAIR SERVICES

THIS AGREEMENT is entered into on this ____ day of July 2020, by and between the City of Benbrook ("City") and the Benbrook Water Authority ("Authority").

WHEREAS, the Authority and City have determined that street cuts can be accomplished more efficiently and expeditiously by the City; and

WHEREAS, the City and Authority have previously entered into an Agreement whereby the City will repair street cuts for the Authority, and

WHEREAS, the Authority and the City Benbrook desire to enter into a similar agreement for another year; and

WHEREAS, this Agreement is entered into pursuant to Chapter A, Section 791, Texas Government Code, and its successor legislation;

NOW, THEREFORE, it is agreed as follows:

I. Authorization For Street Cut Repairs

(a) Engagement. The Authority engages the City to make street cut repairs on asphalt streets after the Authority completes the necessary work under said streets.

(b) Authority Responsibility. Before the City initiates street cut repairs, the Authority will provide labor, materials and equipment to restore the street subsurface and attain required compaction as specified in the City's Design Standards and Criteria. The Authority will provide necessary traffic control during this time.

(c) City Responsibility. After the Authority attains required subsurface compaction, the City will provide labor, materials and equipment to saw cut and excavate the street cut area, fill with 6-inches of concrete, and apply a final lift of asphalt. The City will provide necessary traffic control during this time.

(d) Failures. Failures of street cuts made under this agreement will be the responsibility of the City and be repaired at no cost to the Authority unless the failure is caused by a street subsurface failure, which will be repaired by the Authority at its cost.

(e) Compensation. The Authority agrees to compensate the City for street cuts in the amount of $8.91 per square foot.

(f) Street Cut Area. The Authority and City jointly will mark street cuts in order to agree on their size and scope.

II. TERM

The term of this agreement shall be good for a period beginning October 1, 2020 and ending September 30, 2021.

III. PAYMENT

The City agrees to invoice the Authority on a monthly basis for said services. The Authority agrees to remit payment for said services upon receipt of invoice, net 30 days.

IV. INDEMNITY

The parties agree to indemnify and hold harmless each other against all claims, damages and costs arising from any claim related to work performed pursuant to this agreement. It is the intent of both parties that legal responsibility will be limited to the areas of work designated for each party in Section I (b) and (c).

V. AUTHORIZATION

This contract is made pursuant to Chapter 791, Texas Government Code and its successor legislation. By executing this contract, the City and Authority do not waive any immunity or defense that would otherwise be available against claims arising from the exercise of governmental powers and functions.

VI. TERMINATION

Either party may, with ninety (90) days written notice to the other, terminate this Agreement during its term. Said notice will be sufficient if delivered by certified mail to the Secretary of the Authority or the City.

(signature page follows)

EXECUTED this the _____ day of July, 2020

BENBROOK WATER AUTHORITY

_____
David W. Hafer, President

Attest:

_____
SECRETARY

CITY OF BENBROOK, TEXAS
A MUNICIPAL CORPORATION

_____
Jerry B. Dittrich, Mayor

ATTEST:

_____
Joanna King
CITY SECRETARY

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
7/2/2020	G-2472	Authorize Interlocal Agreement with Benbrook Water Authority for Residential Refuse and Storm Water Utility Fee Billing and Payment Collection Services	1 of 1

Background

Through an Interlocal Agreement (ILA), the City of Benbrook contracts with the Benbrook Water Authority (BWA) to bill and collect residential refuse and storm water utility accounts. Because the BWA already bills these customers for water and sewer service, an economy of scale is created that benefits the City, the Authority, and ultimately the citizens of Benbrook.

Proposed Interlocal Agreement

The proposed ILA establishes a reimbursement to the BWA of 49.58 cents per bill. This amount is identical to last year.

In addition, the City is assessed its proportionate share of the credit card processing fee for residents paying with credit cards. BWA processes credit card payments through a merchant services provider. The provider charges a percentage (normally between 1.5% and 3%) on each transaction based on the type of card and transaction.

The term of the proposed ILA is one year, beginning October 1, 2020 and ending September 30, 2021.

RECOMMENDATION

Staff recommends that City Council authorize the Interlocal Agreement with the Benbrook Water Authority for residential refuse and storm water utility fee billing and payment collection services.

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

STATE OF TEXAS §

COUNTY OF TARRANT §

INTERLOCAL AGREEMENT FOR REFUSE AND STORMWATER BILLING AND PAYMENT COLLECTION SERVICES

THIS AGREEMENT is entered into this _____ day of July 2020, by and between the City of Benbrook, Texas ("City") and the Benbrook Water Authority ("Authority").

WHEREAS, the City and Authority have previously entered into an Agreement whereby the Authority bills and collects residential refuse fees and storm water utility fees; and

WHEREAS, the City and Authority have mutually agreed to renew that previous Agreement, and

WHEREAS, this Agreement is entered into pursuant to Chapter A, Section 791, Texas Government Code, and its successor legislation;

NOW, THEREFORE, it is agreed as follows:

I. AUTHORITY AS BILLING AGENT

(a) **Designation.** The City designates the Authority as the billing agent for residential refuse collection and storm water services in the City. The Authority agrees to bill City refuse collection and storm water customers monthly for the charges owed the City for refuse collection and storm water service along with its bills for water and sewer service.

(b) **Amount and Payment.** The Authority will bill refuse and storm water customers at the rate approved by the City Council and shall remit collected payments to the City in a timely basis each month.

(c) **Partial Payments.** If the Authority receives a payment that is not sufficient to cover the charges for refuse collection, storm water service and water and sewer services, the Authority will allocate the funds received on a priority basis with the first funds going to discharge any amounts due for water charges, then remaining amounts to cover sewer charges, then to cover refuse collection charges, and lastly to cover storm water service fees. Any funds allocated to refuse collection and storm water charges under this partial payment priority system will be remitted to the City under the provisions of Section (b), above.

(d) **Delinquencies.** Under this Agreement, customers will be considered delinquent if payments have not been made on those portions of their bills related to refuse collection and storm water service charges. The Authority agrees to assess delinquent penalties on past due refuse collection and storm water service charges in accordance with Sections 1.12.060 and 1.12.100 of the Benbrook Municipal Code (1985, as amended). Nothing in this Agreement shall affect how the Authority handles delinquencies on water and sewer charges. The Authority agrees to provide the City with a monthly list of customers who have delinquent refuse and storm water service collection charges.

(e) **No Interruption of Service.** Under no circumstances will the Authority cancel, suspend or deny water or sewer service to one of its customers because he or she has an outstanding balance for refuse collection and storm water service provided by the City. Likewise, the City shall not be obligated to use any of its enforcement powers to resolve any dispute between the Authority and any of its customers that doesn't involve a City code violation.

(f) **Compensation.** As compensation for its billing services, the Authority will receive from the City the sum of $0.4958 (49.58 cents) per bill, to be invoiced and paid monthly to the Authority. In addition, the City will pay a fee associated with its proportionate share of credit card payments. The fee will be based on the discount fee from the Authority's Merchant Services Provider. A summary page will be provided monthly to the City for verification.

II. TERM

The term of this agreement shall be good for the period commencing upon October 1, 2020 and ending September 30, 2021. The Agreement may be renewed annually by mutual consent of each party.

III. BILLING INFORMATION

Billing information for refuse collection will be provided by the Authority through the data process system. The City's refuse collection contractor is responsible for refunds for billing discrepancies and customer reimbursements related to refuse collection charges. The City will provide billing information to the Authority for storm water service charges. The City is responsible for refunds for billing discrepancies and customer reimbursements related to storm water service charges caused by the City's data supplied to the Authority.

IV. INDEMNITY

The City agrees that it will indemnify and hold harmless the Authority against all claims, damages, or costs which the Authority may be legally required to pay arising out of its billing and collection activities on behalf of the City under this agreement and any reasonable attorney fees or cost arising out of said billing and collection activities.

V. AUTHORIZATION

This contract is made pursuant to Chapter 791, Texas Government Code and its successor legislation. By executing this agreement, the City and the Authority do not waive any immunity or defense that would otherwise be available against claims from the exercise of governmental powers and functions.

VI. TERMINATION

Either the City or the Authority may, with ninety (90) days written notice to the other, terminate this Agreement during its term. Said notice will be sufficient if delivered by certified mail to the Secretary of the Authority or the City.

EXECUTED this _____ day of July, 2020

CITY OF BENBROOK, TEXAS
A MUNICIPAL CORPORATION

BY: _____
Jerry B. Dittrich, Mayor

ATTEST:

_____
Joanna King, City Secretary

BENBROOK WATER AUTHORITY

By: _____
David W. Hafer, President

ATTEST:

_____
Secretary