

NOTICE IS HEREBY GIVEN in accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of Benbrook will conduct its Regular Meeting scheduled for **7:00 p.m.** on **Thursday May 7, 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.

<!--[if !vml]--><!--[endif]-->**AGENDA**
BENBROOK CITY COUNCIL
THURSDAY, MAY 7, 2020
911 WINSCOTT ROAD, BENBROOK, TEXAS
PRE-COUNCIL WORKSESSION 7:00 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 April 16, 2020

Documents:

[CC MINUTES-04-16-20.PDF](#)

IV. PRESENTATION BY ECONOMIC DEVELOPMENT CORPORATION

EDC-2020-01 Approve Economic Development And Performance Agreement Between The Benbrook Economic Development Corporation And ABIC, LLC (Public Hearing)

Documents:

[EDC-2020-01 DEVELOPMENT AND PERFORMACE ABIC.PDF](#)
[EDC-2020-01 AGREEMENT ABIC.PDF](#)

EDC-2020-02 Approve Converting The BEDC Storefront Grant To A Disaster Relief Grant

With A Corresponding Budget Adjustment To Fund Emergency Grants For Small Businesses (Public Hearing)

Documents:

[EDC-2020-02 CONVERT STOREFRONT GRANT TO DISASTER RELIEF GRANT.PDF](#)

V. REPORTS FROM CITY MANAGER

A. GENERAL

G- 2462 Accept Finance Report For Period Ending March 31, 2020

Documents:

[G-2462 FINANCE REPORT MAR 20.PDF](#)
[G-2462 REVENUE CHART MAR 20.PDF](#)
[G-2462 EXPENDITURE CHART MAR 20.PDF](#)
[G-2462 SALES TAX COMPARISON MAR 20.PDF](#)

G-2463 Approve Investment Report For The Quarter Ending March 31, 2020

Documents:

[G-2463 APPROVE INVESTMENT REPORT - MAR 20.PDF](#)
[G-2463 INVESTMENT REPORT - MAR 20.PDF](#)

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

Documents:

[G-2464 DENY ONCOR COST RECOVERY FACTOR FILING.PDF](#)
[G-2464 RESOLUTION DENY ONCOR 2020 DCRF.PDF](#)

G-2465 Adopt Resolution For Participation In Tarrant County Community Development Block Grant Program 2021-2023

Documents:

[G-2465 TARRANT COUNTY CDBG CONTINUANCE.PDF](#)
[G-2465 RESOLUTION CDBG.PDF](#)

VI. INFORMAL CITIZEN COMMENTS

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

VII. COUNCIL MEMBER AND STAFF COMMENTS

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

VIII. ADJOURNMENT

IV. STAFF REPORT

Jim Hinderaker provided information regarding status of COVID-19.

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

Mayor Dittrich expressed appreciation to the citizens, business owners and City of Benbrook employees for their patience and efforts in social distancing to help slow the spread of the Coronavirus.

VII. ADJOURNMENT

Meeting adjourned at 7:51 p.m.

APPROVED:

Jerry B. Dittrich, Mayor

ATTEST:

Joanna King, City Secretary



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 05/07/2020	REFERENCE NUMBER: EDC-2020-01	SUBJECT: Approve Economic Development and Performance Agreement between the Benbrook Economic Development Corporation and ABIC,LLC	PAGE: 1 of 2
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BACKGROUND

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

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

PARTNERSHIP OPPORTUNITY

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

The BEDC has determined that the proposed project and improvements, as outlined in the attached Development and Performance Agreement, will create or sustain jobs as defined by the Development Corporation Act of the Texas Local Government Code, and that the expenditure of the BEDC for improvements set forth in the agreement is suitable or required for the development of new and expanded business enterprise, and falls within the definition of a project as defined in Sections 501.103 and 505.157 of the Act.

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

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

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

DATE: 05/07/2020	REFERENCE NUMBER: EDC-2020-01	SUBJECT: Approve Economic Development and Performance Agreement between the Benbrook Economic Development Corporation and ABIC,LLC	PAGE: 2 of 2
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Attorneys for both parties have reviewed and approved the agreement. At their May 4, 2020 special meeting, the BEDC board approved the agreement, and is seeking city council ratification.

RECOMMENDATION

Following a public hearing, the BEDC board of directors recommends that City Council approve the Development and Performance Agreement between the BEDC and ABIC, LLC to reimburse ABIC for costs associated with improvements to Timber Creek Shopping Center, not to exceed \$150,000, plus the cost of associated city building permit fees.

ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT
BETWEEN THE BENBROOK ECONOMIC DEVELOPMENT
CORPORATION AND ABIC, LLC

This Economic Development Agreement ("Agreement") is made and entered into by and between ABIC, LLC ("ABIC"), 2715 Derby Court, Southlake, Texas, a Texas limited company, by and through Rabin Khanal and Sanjay Rajbhandari, its Managing Partners, and the Benbrook Economic Development Corporation (the "Corporation"), a nonprofit corporation organized under the Development Corporation Act of 1979, codified in Subtitle C1 of Title 12 of the Texas Local Government Code (Chapters 501 through 505) (the "Act"), for the purposes and considerations stated below:

RECITALS:

1. ABIC owns Timber Creek Shopping Center, a commercial property located within the corporate limits of the City of Benbrook, hereafter referred to as the "Center."
2. The Center was constructed in 1984, offers 17,486 square feet of commercial space, and is 90 percent full occupancy.
3. ABIC has recently invested in exterior improvements, to include a new pylon sign and new walkway lighting.
4. ABIC intends to invest additional capital in aesthetic improvements, and is seeking financial assistance from the Corporation to offset anticipated total Project costs of approximately \$200,000.
5. The Corporation has determined and found that the Project and Improvements, as defined herein, will create or sustain jobs as defined by the Act, and that the expenditure of the Corporation for improvements set forth in this Agreement is suitable or required for the development of new and expanded business enterprise, and falls within the definition of a "project" as defined in Sections 501.103 and 505.157 of the Act.
6. The Corporation has determined that Improvements to the Center will increase the taxable value of the Center and the value of the Center will outweigh the amount of expenditures required of the Corporation under this Agreement.
7. The Corporation, to encourage redevelopment and continued operation of the Center, desires to participate in the funding of the cost to construct the Improvements.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Authorization.**

This Agreement is authorized by the Act.

2. **Definitions.**

CAPITAL EXPENDITURE means the cost of design, material, labor for the improvements, and permit fees.

CITY means the City of Benbrook, Texas.

CENTER means Timber Creek Shopping Center, 931 Winscott Road, Benbrook, Texas 76126.

IMPROVEMENTS means parking lot improvements to include recycled asphalt and cement stabilization, asphalt crack sealing and overlay, and touch-up pavement markings (see **Exhibit "A"** attached); new aluminum soffit, new paint, new stucco and new illuminated channel letter signage for the entire header of the building (see **Exhibit "B"** attached), and landscape/plant features to include at least ten (10) large decorative concrete planters containing Texas native plants to be placed along the columns of the Center walkway.

PAYMENT means the payments by the Corporation to ABIC, LLC pursuant to Section 5 of this Agreement.

PROJECT means the expenditure by the Corporation not to exceed One Hundred Fifty Thousand Dollars (\$150,000) for the construction of Improvements.

SUBSTANTIALLY COMPLETE means the date ABIC obtains final approval of all inspections from the City confirming that the Improvements have been substantially completed in conformance with Exhibits "A" and "B", and to include the landscape planters described above.

3. **Term.**

This Agreement will terminate when all duties and obligations of both parties are complete, unless otherwise terminated prior to that date under the terms of the Agreement.

4. **Covenants of ABIC.**

ABIC agrees to the following:

- (1) Design, obtain necessary permits, and Substantially Complete construction of the Improvements no later than December 31, 2020, with a documented Capital Expenditure of no less than two hundred thousand dollars (\$200,000.00) for the Improvements;
- (2) Invest capital in the improvements without passing those costs on to current tenants, either by seeking direct payment from them, or by raising current tenant rents to cover costs of the Improvements, unless as part of current lease terms;
- (3) If practicable, purchase construction material for the Improvements from vendors within the City of Benbrook, if available in Benbrook, at a competitive price;
- (4) Provide the Corporation with documentation satisfactory to the Corporation, in the form of paid receipts/invoices, showing the Capital Expenditure for the Improvements;
- (5) Comply with all subdivision regulations, building codes, and other ordinances of the City applicable to the Improvements.

5. **Duties of Corporation.**

The Corporation will pay ABIC an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000) plus the cost of the City permit fees associated with the Improvements, to reimburse ABIC for a portion of the Capital Expenditure within thirty (30) days after: (a) the Improvements are Substantially Complete and (b) the Corporation receives documentation satisfactory to the Corporation, in the form of paid receipts/invoices, showing the cost to construct the Improvements, so long as ABIC still owns the Center and is current on all property taxes and no material violations of subdivision regulations, building codes, or other ordinances have been issued, and ABIC is compliant with the terms of this Agreement.

6. **Indemnification.**

ABIC, IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT IS ACTING INDEPENDENTLY, AND THE CORPORATION ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE PREMISES OR IMPROVEMENTS. ABIC AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CORPORATION, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, EXPENSES

OF LITIGATION OR SETTLEMENT, COURT COSTS, AND ATTORNEYS FEES WHICH MAY ARISE DUE TO ANY DEATH OR INJURY TO A PERSON OR THE LOSS OF, LOSS OF USE, OR DAMAGE TO PROPERTY, ARISING OUT OF OR OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF THE CORPORATION, ITS OFFICERS, AGENTS OR EMPLOYEES.

7. **Access to Information.**

ABIC agrees to provide the Corporation access to information related to the construction of the Improvements and Project during regular business hours, upon reasonable notice. The Corporation shall have the right to require ABIC to submit any reasonable, non-confidential necessary information, documents, invoices, receipts or other records to verify costs of the Improvements and capital expenditures related to the Center, and compliance with the terms of this Agreement, including without limitation Section 4(2).

8. **General Provisions.**

a. **Mutual Assistance.** ABIC and the Corporation shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions.

b. **Representations and Warranties.** ABIC represents and warrants to the Corporation that it has the requisite authority to enter into this Agreement. ABIC represents and warrants to the Corporation that it will not violate any federal, state, or local laws in operating the business, that all proposed Improvements shall conform to the applicable building codes, zoning ordinances, and all other ordinances and regulations.

c. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

d. **Attorneys Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action. Provided, however, all reasonable attorney's fees incurred by the Corporation for preparation or review of any revision, modification, or amendment of this Agreement proposed by ABIC following the original execution of this Agreement, and all reasonable attorney's fees incurred for preparation or review of other ABIC-proposed additional or related documents shall be at ABIC's sole cost.

e. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

f. **Amendment.** This Agreement may only be amended, altered, or revoked by written instrument signed by ABIC and the Corporation.

g. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. ABIC may assign all or part of its rights and obligations hereunder only upon prior written approval of the Corporation, which approval shall not be unreasonably withheld or delayed.

h. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

ABIC: ABIC, LLC, Rabin Khanal
ABIC, LLC, Sanjay Rajbhandari
2715 Derby Ct.
Southlake, Texas 76092

CORPORATION: Director
Benbrook Economic Development Corporation
911 Winscott Road
P.O. Box 26569
Benbrook, Texas 76126

with a copy to: Betsy Elam
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place
Suite 200
Fort Worth, Texas 76107

i. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

j. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Tarrant County, Texas.

k. **Severability.** In the event any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each

clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

l. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

m. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

n. **Covenant Running with the Land.** All rights, covenants, restrictions, burdens, privileges and charges, set forth in this Agreement, shall exist at all times as long as this Agreement is in effect, among all parties having any right, title, or interest in any portion of all of the Center.

o. **Force Majeure.** If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including, failure, refusal or delay in issuing permits, approvals or authorizations), injunction or court order, declaration of disaster due to pandemic, terrorist attacks, riots, insurrection, war, fire, earthquake, flood or other natural disaster or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Agreement (but excluding delays due to financial inability), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

p. **Compliance with Law.** ABIC covenants and certifies that it does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.01(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if ABIC or its branch, division, or department is convicted of a violation under 8 U.S.D. Section 1324a(f), ABIC shall repay the Corporation the full amount of the Payment made under this agreement, plus 10% per annum from the date the Payment was made. Repayment shall be paid within one hundred and twenty (120) days after the date ABIC receives notice of violation from the Corporation.

**BENBROOK ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
President

Date: _____

ABIC, LLC

By: 
Rabin Khanal, Managing Partner

By: 
Sanjay Rajbhandari, Managing Partner

Date: _____

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

(SEAL)

Notary Public in and for the
State of Texas
My commission expires _____

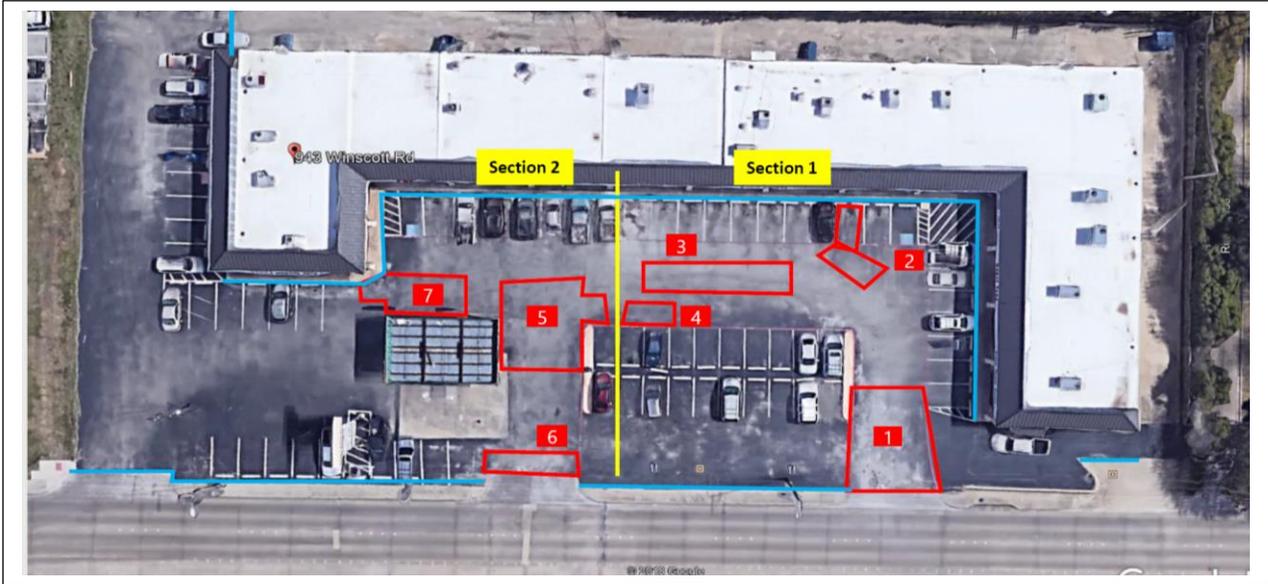
ATTEST:

Joanna King, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Betsy Elam, City Attorney

EXHIBIT "A"



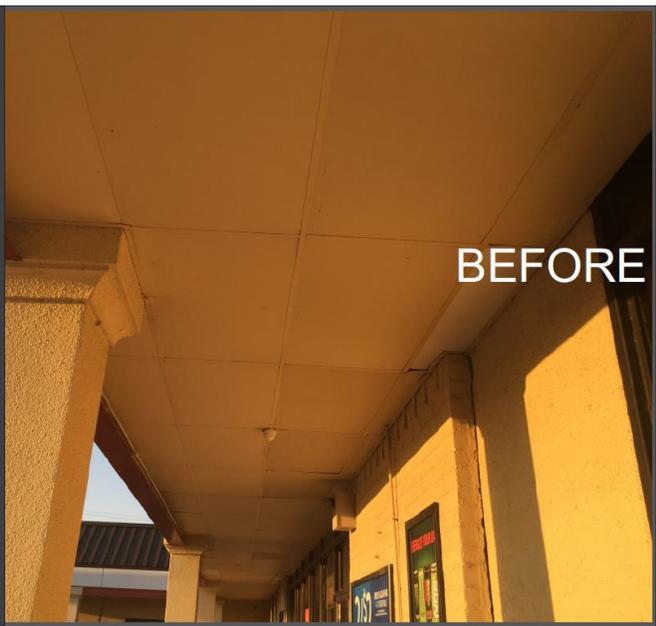
Asphalt Overlay			
Repair Type	Description	Quantity	U
Misc.	Remove & Reset Wheel Stops	71	EA
Asphalt	Mill to Grade	3,163	SF
Asphalt	Wedge Mill	3,588	SF
Asphalt	Asphalt Crack Sealing	1,500	LF
Asphalt	1.5" Asphalt Overlay	34,616	SF
Misc.	Power Wash Islands	2	EA
Maint.	Pavement Markings	1	LS

EXHIBIT "B"

ILLUMINATED CHANNEL LETTERS



AFTER





City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 05/07/2020	REFERENCE NUMBER: EDC-2020-02	SUBJECT: Approve Converting the BEDC Storefront Grant to a Disaster Relief Grant with a Corresponding Budget Adjustment to Fund Emergency Grants for Small Businesses	PAGE: 1 of 3
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BACKGROUND

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

On March 16, 2020, Benbrook Mayor Jerry Dittrich signed a declaration of local disaster in response to the March 11, 2020 World Health Organization (WHO) declaration of a pandemic related to the COVID-19 virus, and the March 13, 2020 State of Texas proclamation certifying that COVID-19 poses an imminent threat of disaster in the state; and declaring a state of disaster for all counties in Texas, signed by Governor Greg Abbott.

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

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

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

DISASTER RELIEF GRANT

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

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

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

DATE: 05/07/2020	REFERENCE NUMBER: EDC-2020-02	SUBJECT: Approve Converting the BEDC Storefront Grant to a Disaster Relief Grant with a Corresponding Budget Adjustment to Fund Emergency Grants for Small Businesses	PAGE: 2 of 3
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review and approve an applicants' eligibility for a second month of mortgage/rental assistance, by making available any remainder of the \$5,000 original cap per business, and assuming all other eligibility criteria applies. A single business will not be eligible to receive more than a total of two months mortgage/lease grant assistance under this program, and no more than \$5,000 total per business.

To be eligible to participate in the **BEDC Disaster Relief Grant** program, a business must meet all the criteria below (A-K):

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

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

At their May 4 special meeting, the BEDC board submitted a finding that converting the BEDC Storefront Grant to a temporary emergency grant is a project that aligns with their mission and is allowed and defined by their authority under Section 505.157 of the Texas Local Government Code. The board recommends the creation of a **Disaster Relief Grant** to support business expansion and retention by providing financial assistance in the form of mortgage or lease

DATE: 05/07/2020	REFERENCE NUMBER: EDC-2020-02	SUBJECT: Approve Converting the BEDC Storefront Grant to a Disaster Relief Grant with a Corresponding Budget Adjustment to Fund Emergency Grants for Small Businesses	PAGE: 3 of 3
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payments to eligible small businesses per application criteria and is seeking a budget adjustment of \$500,000 to fund the **Disaster Relief Grant** program.

RECOMMENDATION

Following a public hearing, the BEDC board recommends that City Council approve and ratify converting the Storefront Improvement Grant to the **Disaster Relief Grant** and approve a budget adjustment of \$500,000 to be made available to fund disaster relief mortgage/lease grants to eligible Benbrook businesses.



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 05/07/20	REFERENCE NUMBER: G-2462	SUBJECT: Accept finance report for period ending March 31, 2020	PAGE: 1 of 2
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GENERAL FUND

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

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

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

DEBT SERVICE

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

ECONOMIC DEVELOPMENT CORPORATION (EDC)

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

CAPITAL PROJECTS

Total revenues received through March 31, 2020 were \$1,557,341 from stormwater utility fees, mineral lease revenue, and interest earnings. Total expenditures for the Capital Projects Fund were \$2,226,343 through the end of March. March expenditures included the following projects: Claret Court Drainage and Clearfork Emergency Access Bridge. Total expenditures exceeded total revenues by \$669,002. Sufficient funds are available in the current fund balances of the Capital Projects Fund. This fund operates on a project basis rather than a specific fiscal year.

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

DATE: 05/07/20	REFERENCE NUMBER: G-2462	SUBJECT: Accept finance report for period ending March 31, 2020	PAGE: 2 of 2
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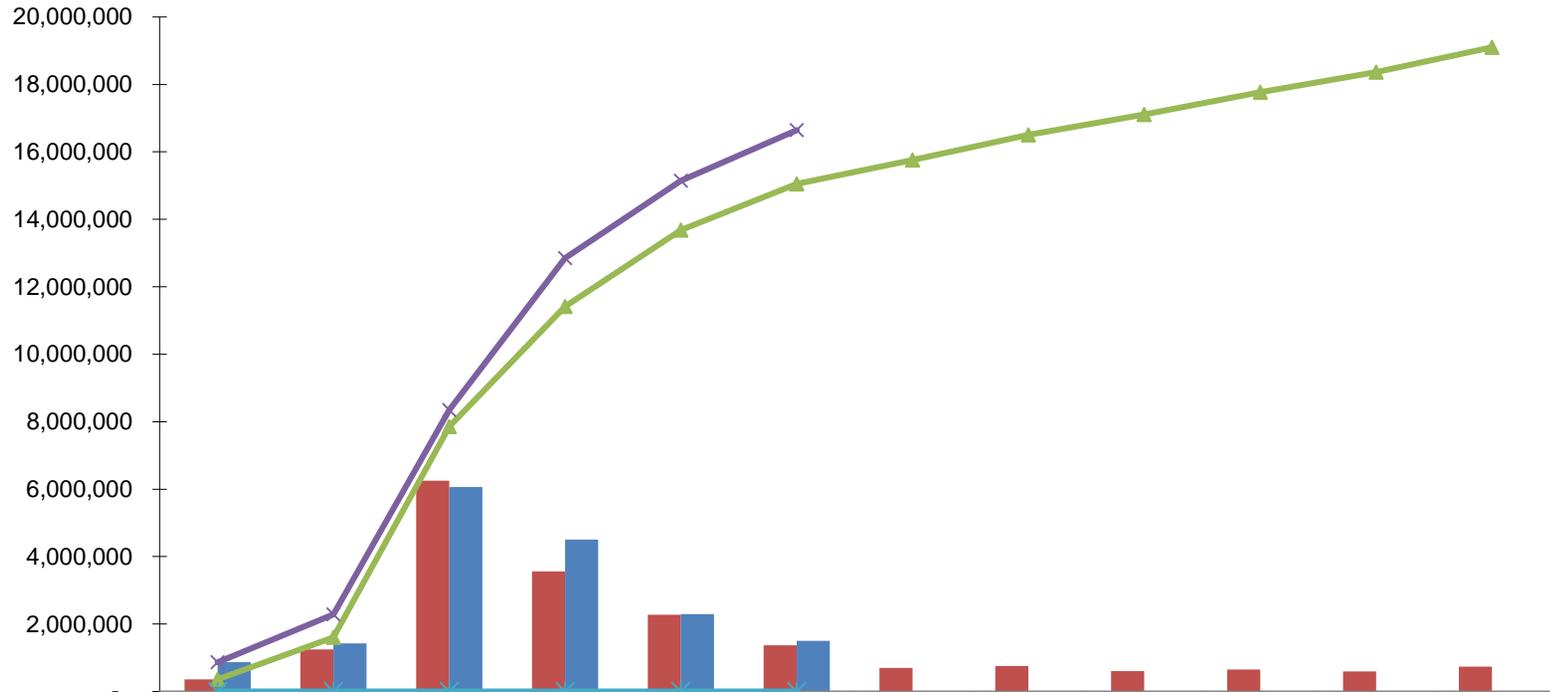
CASH & INVESTMENTS

On March 31, 2020, the City had \$23,223,730 invested at varying interest rates; the EDC had \$4,725,616 available.

RECOMMENDATION

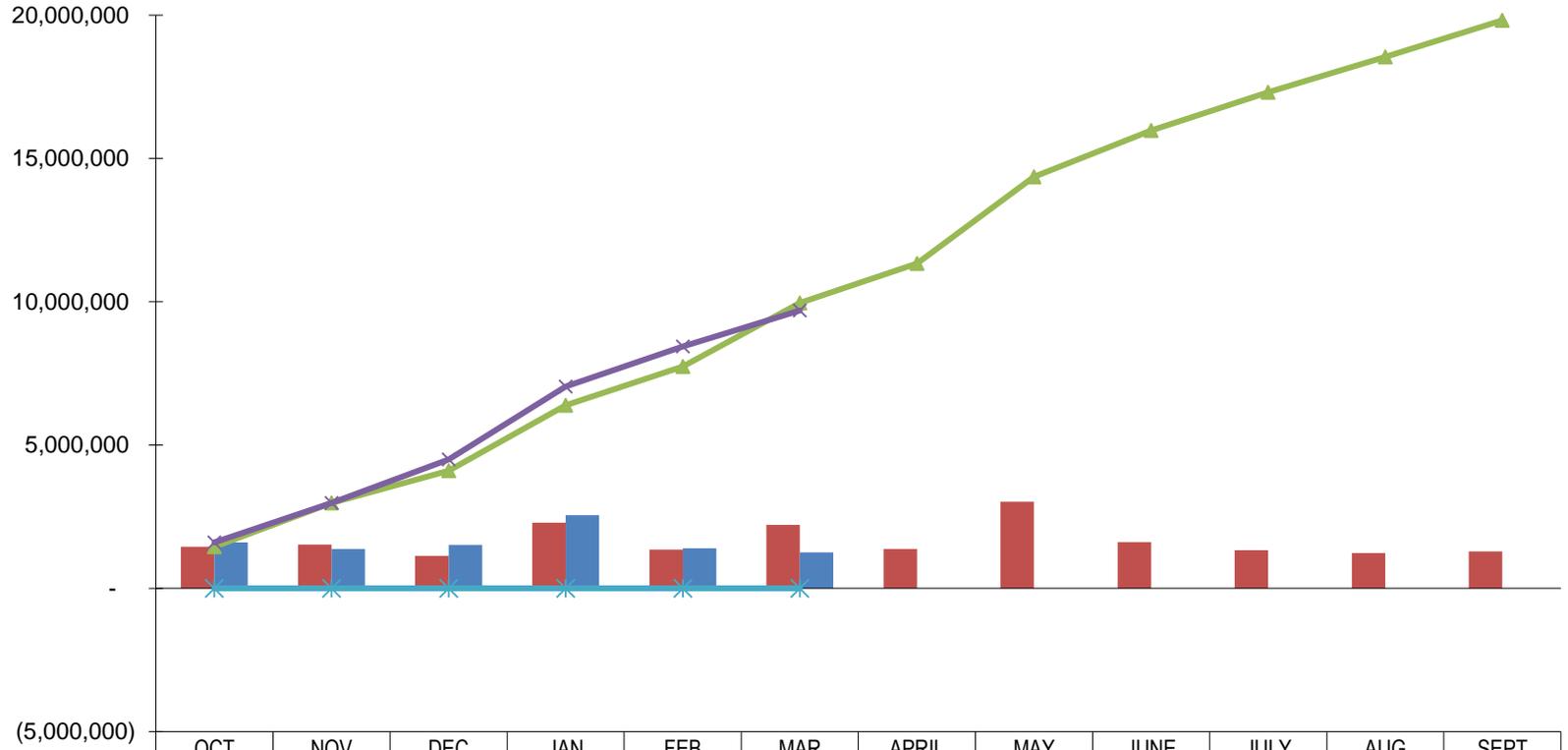
Staff recommends that City Council accept the finance report for the period ending March 31, 2020.

General Fund Revenue Trend Comparison



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
2018-19	358,790	1,242,504	6,252,635	3,557,063	2,271,202	1,372,967	702,644	750,772	603,282	653,566	597,849	737,573
2019-20	863,841	1,424,314	6,061,573	4,500,121	2,297,400	1,498,696						
YTD 2018-19	358,790	1,601,295	7,853,930	11,410,993	13,682,195	15,055,162	15,757,806	16,508,578	17,111,860	17,765,426	18,363,275	19,100,848
YTD 2019-20	863,841	2,288,155	8,349,728	12,849,849	15,147,249	16,645,945						
% Increase 18-19 to 19-20	140.76%	42.89%	6.31%	12.61%	10.71%	10.57%						

General Fund Expenditure Trend Comparison

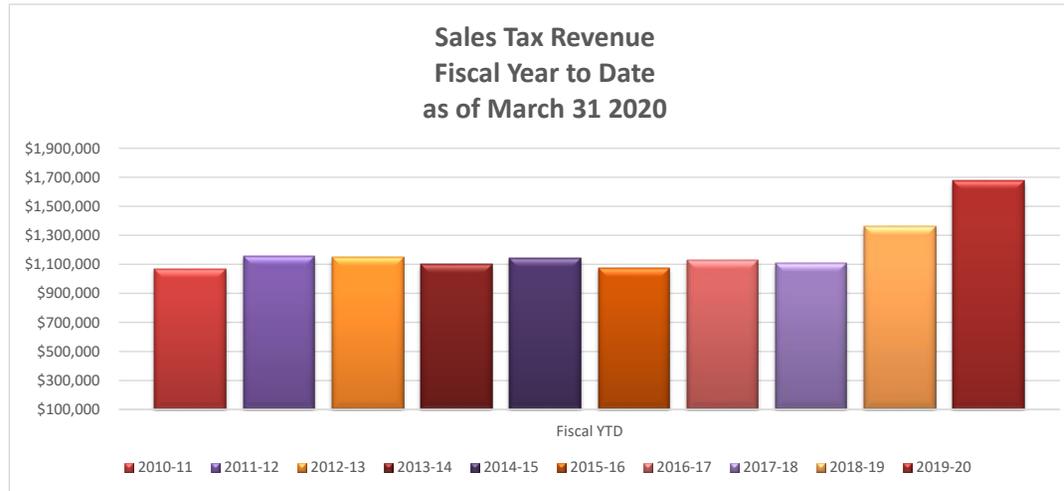


	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT
2018-19	1,448,756	1,527,703	1,127,262	2,287,202	1,351,028	2,213,906	1,376,133	3,027,182	1,617,604	1,327,789	1,234,612	1,282,199
2019-20	1,602,872	1,376,041	1,514,431	2,550,967	1,394,559	1,256,384						
YTD 18-19	1,448,756	2,976,458	4,103,720	6,390,922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

**City of Benbrook
Sales Tax Analysis
March 31, 2020**

Fiscal Year	Fiscal YTD	October	November	December	January	February	March	April	May	June	July	August	September	Annual Total
2010-11	\$ 1,067,938	\$ 212,494	\$ 161,967	\$ 160,492	\$ 199,141	\$ 190,084	\$ 143,760	\$ 245,116	\$ 223,000	\$ 181,216	\$ 229,160	\$ 196,711	\$ 175,140	\$ 2,318,281
2011-12	1,157,753	218,564	161,430	186,638	251,517	168,551	171,053	236,986	178,165	188,604	218,557	178,708	161,070	2,319,841
2012-13	1,148,376	215,752	184,452	181,368	222,555	170,084	174,164	201,241	164,765	202,525	211,491	178,411	170,324	2,277,131
2013-14	1,099,328	215,869	177,403	161,342	234,503	154,780	155,432	229,367	176,980	175,792	217,955	199,305	187,172	2,285,899
2014-15	1,145,572	215,101	207,526	173,580	236,852	149,782	162,730	219,751	181,230	163,667	213,300	189,185	164,742	2,277,446
2015-16	1,074,865	216,144	177,560	175,150	202,909	149,580	153,523	222,661	158,987	177,732	210,000	154,708	182,656	2,181,609
2016-17	1,127,777	204,261	175,885	172,554	240,121	171,805	163,151	226,550	184,775	200,138	206,455	175,522	176,026	2,297,243
2017-18	1,111,885	218,480	168,272	178,150	230,346	169,346	147,291	240,071	197,667	204,243	245,717	244,494	160,148	2,404,224
2018-19	1,364,353	259,437	224,991	216,094	264,926	205,387	193,520	261,099	227,863	235,611	250,363	253,206	253,500	2,845,995
2019-20	1,674,526	303,508	251,579	243,434	318,986	241,710	315,310							1,674,526

Change 2010-11 to 2011-12	8.41%
Change 2011-12 to 2012-13	-0.81%
Change 2012-13 to 2013-14	-4.27%
Change 2013-14 to 2014-15	4.21%
Change 2014-15 to 2015-16	-6.58%
Change 2015-16 to 2016-17	4.92%
Change 2016-17 to 2017-18	-1.41%
Change 2017-18 to 2018-19	22.71%
Change 2018-19 to 2019-20	22.73%



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



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 05/07/20	REFERENCE NUMBER: G-2463	SUBJECT: Approve Investment Report for the quarter ending March 31, 2020.	PAGE: 1 of 1
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The Public Funds Investment Act (PFIA), Texas Government Code and the City's Investment Policy require that an Investment Report be presented to City Council.

The Investment Committee met on April 22, 2020, to review the report and ensure compliance with the City's investment policy. A copy of the Investment Report is attached and highlights are presented below.

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

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

RECOMMENDATION

Staff recommends that the City Council accept the Investment Report for the quarter ending March 31, 2020.

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

City of Benbrook
Quarterly Investment Report
Fiscal Year 2019-20
for Period Ending March 31, 2020

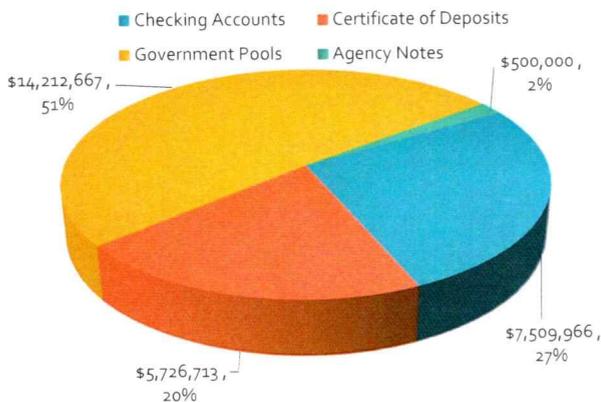


Type	Fund	Description	Current Value as of 12/31/2019	Net Buys(Sells)	Interest Earned	Current Value as of 03/31/2020	Annual Yield at 03/31/20	WAM* (Days)
Checking Accounts								
			\$ 10,403,244	\$ (2,894,676)	\$ 1,398	\$ 7,509,966	0.03%	1
Agency Notes								
			\$ -	\$ 500,000	\$ 1,438	\$ 500,000	1.75%	1,057
Certificate of Deposits								
			\$ 4,962,624	\$ 743,000	\$ 31,133	\$ 5,726,713	2.26%	143
Government Pools								
			\$ 10,167,277	\$ 4,000,000	\$ 45,390	\$ 14,212,667	1.39%	1
Total Portfolio								
			\$ 25,533,144	\$ 2,348,324	\$ 79,360	\$ 27,949,346	1.21%	49
City of Benbrook								
			\$ 20,978,845	\$ 2,199,478	\$ 56,889	\$ 23,223,730	1.08%	56
EDC								
			\$ 4,554,299	\$ 148,845	\$ 22,471	\$ 4,725,616	1.84%	14
Total Portfolio								
			\$ 25,533,144	\$ 2,348,324	\$ 79,360	\$ 27,949,346	1.21%	49

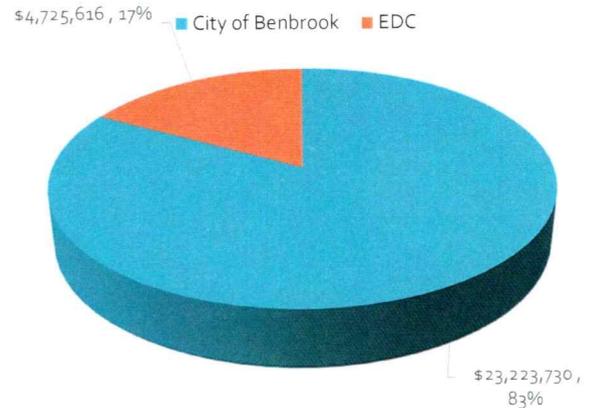
*WAM - Weighted Average Maturity

Benchmark 90 Day T-Bill Yield 0.11% 90

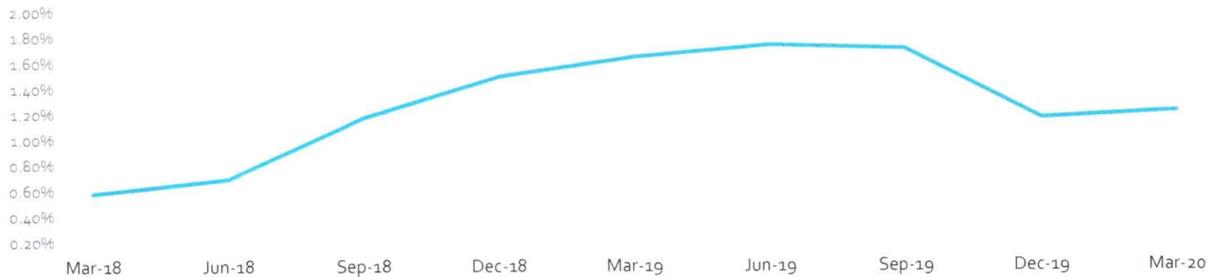
Total Cash and Investment by Type



Total Cash and Investments by Entity



Total Portfolio Yield



This quarterly report is in compliance with the investment policy and strategy as established by the City and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Prepared by:


 Rick Overgaard
 Finance Director


 Lesley Marshall
 Accounting Supervisor



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 05/07/20	REFERENCE NUMBER: G-2464	SUBJECT: Adopt Resolution denying Oncor Distribution Cost Recovery Factor Filing	PAGE: 1 of 2
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The City of Benbrook is an electric utility customer of Oncor Electric Delivery Company LLC (“Oncor” or “Company”). The Oncor Cities Steering Committee (“OCSC”) is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor’s service area in matters before the Public Utility Commission (“PUC” or “Commission”) and the courts.

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

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

Purpose of the Resolution:

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

Explanation of “Be It Resolved” Paragraphs:

1. This section authorizes the City to participate with OCSC as a party in the Company’s DCRF filing, PUC Docket No. 50734.
2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with Oncor, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes OCSC to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.
3. This paragraph finds that the Company’s application is unreasonable and should be denied.
4. This section states that the Company’s current rates shall not be changed.

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

DATE: 05/07/20	REFERENCE NUMBER: G-2464	SUBJECT: Adopt Resolution denying Oncor Distribution Cost Recovery Factor Filing	PAGE: 2 of 2
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- 5. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by OCSC will submit monthly invoices that will be forwarded to Oncor for reimbursement.
- 6. This section merely recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
- 7. This section provides that Oncor and counsel for OCSC will be notified of the City's action by sending a copy of the approved and signed Resolution to counsel.

RECOMMENDATION

Staff recommends that the City Council adopt the resolution to deny the DCRF application proposed by Oncor.

RESOLUTION NO. 2020-05

A RESOLUTION OF THE CITY OF BENBROOK, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH ONCOR CITIES STEERING COMMITTEE; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Benbrook, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the Oncor Cities Steering Committee ("OCSC") is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission ("Commission") and the courts; and

WHEREAS, on or about April 3, 2020, Oncor filed with the Commission an Application to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 50734, seeking to increase distribution rates by \$75.9 million annually (an approximately \$0.88 increase to the average residential customer's bill); and

WHEREAS, the City of Benbrook will cooperate with OCSC in coordinating their review of Oncor's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation, to resolve issues in the Company's filing; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, working with the OCSC to review the rates charged by Oncor allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, OCSC's members and attorneys recommend that members deny Oncor's DCRF.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENBROOK, TEXAS:

SECTION 1. That the City is authorized to participate with OCSC in Commission Docket No. 50734.

SECTION 2. That, subject to the right to terminate employment at any time, the City of Benbrook hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal Oncor's DCRF application.

SECTION 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION 4. That the Company shall continue to charge its existing rates to customers within the City.

SECTION 5. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. That a copy of this Resolution shall be sent to Tab Urbantke, Attorney for Oncor, at Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75202, and to Thomas Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or tbrocato@lglawfirm.com.

PASSED AND APPROVED this 7th day of May 2020.

Jerry B. Dittrich
Mayor of Benbrook

ATTEST:

Joanna King
City Secretary



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 05/07/20	REFERENCE NUMBER: G-2465	SUBJECT: Adopt Resolution for Participation in Tarrant County Community Development Block Grant Program 2021-2023	PAGE: 1 of 1
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BACKGROUND

The Community Development Block Grant (CDBG) Program was established in 1974 and provides federal funds to improve housing and neighborhoods for low to moderate income residents. There are three ways a community can participate in the CDBG Program:

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

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

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

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

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

RECOMMENDATION

Staff recommends the City Council adopt the Resolution authorizing continued participation in the Tarrant County Community Development Block Grant (CDBG) Program through 2023.

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

RESOLUTION # _____

RESOLUTION REGARDING CITY OF BENBROOK PARTICIPATION IN TARRANT COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIP AND EMERGENCY SOLUTIONS GRANT CONSORTIUM FOR THE THREE PROGRAM YEAR PERIOD, FISCAL YEAR 2021 THROUGH FISCAL YEAR 2023.

WHEREAS, Title I of the Housing and Community Act of 1974, as amended through the Housing and Community Act of 1992, establishes a program of community development block grants for the specific purpose of developing viable communities by providing decent housing and suitable living environment and expanding economic opportunities principally for persons of low and moderate income, and

WHEREAS, Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, establishes the HOME Investment Partnership Act to expand the supply of decent, safe, sanitary and affordable housing for very low-income and low-income Americans, and

WHEREAS, Tarrant County has been designated an "Urban County" by the Department of Housing and Urban Development entitled to a formula share of Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) program funds provided said County has a combined population of 200,000 persons in its unincorporated areas and units of general local government with which it has entered into cooperative agreements, and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperative agreements with local governments for essential Community Development and Housing Assistance activities, and

WHEREAS, the City of Benbrook may not apply for grants under the State CDBG Program from appropriations for fiscal years during the period in which it is participating in Tarrant County's CDBG program, and

WHEREAS, the City of Benbrook shall not participate in a HOME consortium except through Tarrant County; however, does not preclude Tarrant County or the City of Benbrook from applying to the State for HOME Investment Partnership (HOME) funds, if the State allows, and

WHEREAS, City of Benbrook may receive Emergency Solutions Grant (ESG) programming through Tarrant County; however, does not preclude Tarrant County or the City of Benbrook from applying to the State for Emergency Solutions Grant (ESG) funds, if the State allows, and

WHEREAS, through cooperative agreements Tarrant County has authority to carry out activities funded from annual Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Program Allocation from Federal Fiscal Years 2021, 2022, and 2023, from any program income generated from the expenditure of such funds and any successive qualification periods under automatic renewal, and

WHEREAS, this cooperative agreement covers Federal Fiscal Years 2021, 2022, and 2023, it will automatically be renewed for participation in successive three-year qualification periods, unless the County or the City of Benbrook informs HUD with written notice to elect to not participate in a new qualification period, and

WHEREAS, the cooperative agreement will be automatically renewed by the date specified in HUD's urban county qualification notice for the next qualification period, Tarrant County will notify City of Benbrook in writing of its right not to participate, and

WHEREAS, with automatic renewal, Tarrant County and City of Benbrook will be required to adopt and submit to HUD any amendment to the agreement incorporating changes necessary to meet the requirements set forth in an Urban County Qualification Notice, and

WHEREAS, Tarrant County and the City of Benbrook agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, and

WHEREAS, Tarrant County and City of Benbrook will take all actions necessary to assure compliance under section 104(b) of Title I of the Housing and Community Development Act of 1974, Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, and

WHEREAS, Tarrant County will not fund activities in, or in support of City of Benbrook that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification, and

WHEREAS, Tarrant County and City of Benbrook will comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, of Title II of the Americans with Disabilities Act, Age Discrimination Act of 1975, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws, and

WHEREAS, the City of Benbrook has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and

WHEREAS, the City of Benbrook has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from

a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions, and

WHEREAS, in accordance with 24 CFR 570.501(b), Tarrant County is responsible for ensuring that CDBG, HOME and ESG funds are used in accordance with all program requirements, including monitoring and reporting to U.S. Department of Housing and Urban Development, on the use of program income, and

WHEREAS, pursuant to 24 CFR 570.501(b), the City of Benbrook is subject to the same requirements applicable to sub recipients, including the requirement of a written agreement as described in 24 CFR 570.503, and

WHEREAS, Tarrant County and City of Benbrook may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

NOW, THEREFORE, BE IT RESOLVED, by the City of Benbrook, that the City Council of Benbrook, Texas supports the application of Tarrant County for funding from Housing and Community Development Act of 1974, as amended, and Cranston-Gonzalez National Affordable Housing Act, as amended, and asks that its population be included for three successive years with that of Tarrant County, Texas to carry out Community Development Program Activities Eligible for Assistance under Public Law 93-383, and Affordable Housing activities under Public Law 101-625, and authorizes the Mayor of Benbrook, Texas to sign such additional forms as requested by the Department of Housing and Urban Development pursuant to the purposes of the Resolution, and further that the City of Benbrook, Texas understands that Tarrant County will have final responsibility for selecting projects and filing annual grant requests.

BE IT FURTHER RESOLVED, this cooperative agreement will automatically be renewed for participation in successive three-year qualification periods, unless Tarrant County or the City of Benbrook provides written notice it elects not to participate in a new qualification period. Tarrant County will notify the City of Benbrook in writing of its right to make to such election on the date specified by the U.S. Department of Housing and Urban Development in HUD's urban county qualification notice for the next qualification period. Any amendments or changes contained within the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period must be adopted by Tarrant County and the City of Benbrook, and submitted to HUD. Failure by either party to adopt such an amendment to the agreement will void the automatic renewal of this agreement.

This agreement remains in effect until CDBG, HOME, ESG funds and income received to the fiscal 2021, 2022, 2023 programs, and to any successive qualification periods provided

through the automatic renewal of this agreement, are expended and the funded activities completed, neither Tarrant County nor the City of Benbrook may terminate or withdraw from the agreement while the agreement remains in effect.

Official notice of amendments or changes applicable for a subsequent three-year urban county agreement shall be in writing and be mailed by certified mail to the City Secretary of the City of Benbrook. Any notice of changes or amendments to this agreement by the City of Benbrook to Tarrant County shall be in writing to the Tarrant County Community Development Division Director.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR

PASSED AND APPROVED THIS _____ day of _____, 2020

Commissioners Court Clerk

County Judge

PASSED AND APPROVED THIS _____ day of _____, 2020
Approval Form for District Attorney

Approved as to Form*

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).