

**AGENDA
BENBROOK CITY COUNCIL
THURSDAY, FEBRUARY 1, 2018
911 WINSCOTT ROAD, BENBROOK, TEXAS
PRE-COUNCIL WORKSESSION 7:15 P.M.
CENTRAL CONFERENCE ROOM**

1. Review and discuss agenda items for regular meeting

**REGULAR MEETING 7:30 P.M.
COUNCIL CHAMBERS
ALL AGENDA ITEMS ARE SUBJECT TO FINAL ACTION**

I. CALL TO ORDER

II. INVOCATION/PLEDGE OF ALLEGIANCE

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

III. MINUTES

1. Approve Minutes Of The Regular Meeting Held January 18, 2018

Documents:

[CC MINUTES-01-18-18_PDF \(1\).PDF](#)

IV. REPORTS FROM CITY MANAGER

A. GENERAL

G-2335 Adopt Ordinance Readopting Tax Abatement Guidelines And Criteria

Documents:

[G-2335 TAX ABATEMENT GUIDELINES AND CRITERIA.PDF](#)
[G-2335 CHAPTER 3_20 - TAX ABATEMENT AGREEMENTS_PDF.PDF](#)
[G-2335 ORDINANCE TAX ABATEMENT.PDF](#)

G-2336 Approve Oncor's Discretionary Service Agreement For 43rd Year Community Development Block Grant Program

Documents:

[G-2336 ONCOR DSA FOR CDBG PROJECT.PDF](#)
[G-2336 DISCRETIONARY SERVICE AGREEMENT ONCOR_PDF.PDF](#)

G-2337 Adopt Resolution To Participate In Tarrant County's 2018 HOME Program

Documents:

[G-2337 TARRANT COUNTY 2018 HOME PROGRAM.PDF](#)
[G-2337 RESOLUTION 2018 HOME.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



**MINUTES
OF THE
MEETING OF THE
BENBROOK CITY COUNCIL
THURSDAY, JANUARY 18, 2018**

The regular meeting of the Benbrook City Council was held on Thursday January 18, 2018 at 7:30 p. m. in the Council Chambers at 911 Winscott Road with the following Council members present:

Jerry Dittrich, Mayor
Renee Franklin
Larry Marshall
Rickie Allison
Jim Wilson
Mark Washburn
Ron Sauma

Also Present:

Andy Wayman, City Manager
Joanna King, City Secretary
Jim Hinderaker, Assistant City Manager
Sherri Newhouse, Finance Director
Bennett Howell, Public Service Director
Alex Busken, Management Analyst

Others Present:

Bill Smith

I. CALL TO ORDER

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

II. INVOCATION/PLEDGE OF ALLEGIANCE

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

III. MINUTES

1. Minutes of the regular meeting held January 4, 2018

Motion by Dr. Marshall, seconded by Mr. Sauma to approve the minutes of the regular meeting held January 4, 2018.

Vote on the Motion:

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

Noes: None

Motion carries unanimously.

IV. REPORTS FROM CITY MANAGER

A. GENERAL

G-2334 Accept finance report for period ending December 31, 2017

Sherri Newhouse gave the following report: General Fund revenues for the month of December were \$3,610,057. Property tax collections were \$3,215,593. Sales tax collected in November 2017 but received by the City and recognized as revenue in December 2017 was \$168,272 for the month. General Fund revenues collected through the end of December were \$5,418,439 or 30.96 percent of the budget.

General Fund expenditures for the month of December were \$1,019,679. Expenditures through the end of December were \$3,886,153 or 21.15 percent of the adopted budget.

For the 2017-18 fiscal year-to-date, total General Fund revenues of \$5,418,439 exceed General Fund expenditures of \$3,886,153 by \$1,532,286.

Debt Service revenues collected for the month of December 2017 totaled \$144,374; all revenue was from property taxes. There were no Debt Service expenditures for December. Total revenues for 2017-18 in the amount of \$144,374 exceed total expenditures by \$144,374.

EDC revenues as of December 31, 2017 were \$301,165. Revenue was from the EDC's portion of sales tax and interest on investments. EDC expenditures through the end December were \$134,669. EDC revenues for the year exceed EDC expenditures by \$166,496.

Total revenues received through December 31, 2017 for the Capital Projects Fund were \$178,779 from Stormwater Utility fees and interest earnings. Total expenditures for the Capital Projects Fund were \$869,212 through the end of December 2017. December expenses were for the following projects: Sundown Road Drainage, Plantation West Drainage, Timberline Creek Drainage, Vista Way Sidewalk, and Animal Shelter. Total expenditures exceeded total revenues by \$690,433. 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 December 31, 2017, the City had \$20,810,879 invested at varying interest rates; the EDC had \$6,521,927 available.

Motion by Mr. Washburn, seconded by Ms. Franklin to accept the finance report for the period ending December 31, 2017.

Vote on the Motion:

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

Noes: None

Motion carries unanimously.

V. INFORMAL CITIZEN COMMENTS

VI. COUNCIL MEMBER AND STAFF COMMENTS

VIII. ADJOURNMENT

Meeting adjourned at 7:35 p.m. followed by worksession for update on current capital improvement projects.

APPROVED:

Jerry B. Dittrich, Mayor

ATTEST:

Joanna King, City Secretary



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 02/01/18	REFERENCE NUMBER: G-2335	SUBJECT: Adopt Ordinance Readopting Tax Abatement Guidelines and Criteria	PAGE: 1 of 1
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Chapter 312 of the Texas Tax Code enables the City of Benbrook to enter into a tax abatement agreement with an owner of taxable real property located in a reinvestment zone if the City has adopted guidelines and criteria. In addition, the City must readopt these guidelines and criteria every two years.

Staff does not recommend any changes to the guidelines previously adopted by the City Council. The proposed ordinance continues to provide the option to negotiate tax abatements for new or expanded manufacturing facilities with more than \$3,000,000 in new investment, or ten or more new employees. The guidelines also allow for tax abatements for new hotels with more than 50 rooms. Tax abatement agreements are limited to ten years in length and a maximum of 100 percent of the new appraised value. Businesses are still responsible for taxes on the pre-improved value of the property. Tax abatements are not allowed within the TIF District boundaries.

Although the City has had guidelines for tax abatement agreements since 1992, the City has never granted a tax abatement. However, having the abatement policy provides an opportunity to attract commercial and industrial developments.

RECOMMENDATION

Staff recommends that the City Council approve the ordinance readopting the guidelines and criteria for tax abatement agreements.

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

Chapter 3.20 - TAX ABATEMENT AGREEMENTS

Sections:

3.20.010 - Authority established.

The city council of the city of Benbrook may establish reinvestment zones and enter into tax abatement agreements with land-owners that meet the terms and conditions of the applicable guidelines and criteria contained herein. Any reinvestment zones designated under the terms of the ordinance codified in this chapter shall be included in Attachment A. Any municipal tax abatement agreements entered into shall be included in Attachment B.

3.20.020 - Qualifying facilities.

The city council may enter into tax abatement agreements with landowners with projects demonstrating an increased industrial investment in buildings and fixed assets of at least three million dollars, or resulting in increased employment of ten employees or more, or for hotel/motel/conference centers with an increase of at least fifty guest rooms. Increased investment or employment shall be measured against the existing assessed value of investment (as determined by the Tarrant appraisal district) or employment (as determined from the latest employment records) at the time of the application. Qualifying industries, include manufacturing, assembling, processing, fabrication and other industries adding value to products. Administrative, research and development facilities associated with these industries are also acceptable. Retail, distribution, or office facilities are generally not acceptable, unless it can be demonstrated that more than eighty percent of the revenues are derived from outside of the city limits of Benbrook. Qualifying facilities must be located within a designated reinvestment zone of the city of Benbrook and may not be located within a designated tax increment finance district.

3.20.030 - Terms and limits of abatement.

The terms and value of tax abatement agreements shall be determined individually for each qualifying facility, depending on its benefits to the city. For qualifying facilities, the city council may approve abatement agreements lasting no longer than ten years. However, the length of the abatement agreement shall not exceed one-half of the estimated economic life of the facility, as determined by the city council. A tax abatement agreement shall not commence until the facility has received a certificate of occupancy for the city. Tax abatement shall only be provided on the incremental increase in assessed value over and above the base value existing at the time of application, with both base and increased value determined by the Tarrant appraisal district. Each year's abatement shall not exceed one hundred percent.

3.20.040 - Application required.

Each business or landowner seeking tax abatement shall submit an application to the city for the purposes of evaluating the compliance of the facility with the guidelines and criteria and for determining the benefit, if any, to the city of entering a tax abatement agreement with the applicant. The application shall be submitted to the city manager and shall include a minimum of:

- A. Name of company;
- B. Name of chief executive officer;
- C. Name of authorized agent for negotiations;
- D. Proposed activity and investment within Benbrook;
- E. Existing number of employees located within Benbrook;
- F. Proposed workforce;
- G. Proposed schedule of construction and operation;

- H. Annual financial reports or tax returns for the last three years;
- I. Dun and Bradstreet number;
- J. Location of existing facilities;
- K. Feasibility study that includes an estimate of the economic effect of granting the tax abatement, including profitability of the applicant and benefits to the city.

At the request of the city manager, the applicant shall provide additional information necessary to evaluate the legitimacy or impact of the proposed facility. This information shall remain confidential to the extent provided in Section 312.003 of the Tax Code.

The city council may establish application fees for the submittal of applications to cover administrative and review costs.

Applications may be received at any time until construction begins.

3.20.050 - Delegation of authority to process application and negotiate draft agreement.

The city manager is responsible for receiving and reviewing applications for abatement agreements under this chapter and advising the city council of his opinion regarding the conformance of the facility to the guidelines and criteria and of the expected benefits and costs associated with the facility.

The mayor has the sole authority, unless otherwise specifically delegated, for negotiating the terms of a municipal tax abatement agreement under this chapter. However, no tax abatement agreement is valid until it has been adopted by a majority vote of the city council.

3.20.060 - Notification and public hearing.

Prior to designation of a reinvestment zone under the terms of this chapter, the city council shall hold a public hearing in accordance with Section 312.201 of the Tax Code. Notice shall be provided to all taxing units having jurisdiction in the proposed reinvestment zone.

The city shall provide written notice to the governing body of all taxing units having jurisdiction not later than seven days prior to entering into a tax abatement agreement under the terms of this chapter.

3.20.070 - Enforcement and penalties.

The facility shall submit an annual report to the city manager demonstrating that the terms and conditions required by the facility to receive tax abatement have been met. The city manager shall be responsible for determining whether the applicant has met the investment or employment requirements of an individual tax abatement agreement and reserves the right to verify such improvements on-site.

Failure to meet the terms of the agreement, including delinquency on taxes due under the agreement, shall result in a termination of the agreement and the city may seek recovery of any or all taxes due on the property.

3.20.080 - Assignment.

No agreement entered into under the terms of this chapter may be assigned to another party without the prior approval of the city council.

3.20.090 - Variances.

Variances may be granted to the requirements of qualifying facilities, requirements for investment or employment upon the three-quarters vote of the city council after a determination by the city council that granting such a variance is in the best interests of the city. No variances may be made in the maximum term or value of abatement provided by this chapter.

3.20.100 - Expiration and amendment of guidelines and criteria and reinvestment zones.

These guidelines and criteria are effective for two years from the date adopted. During that period, the guidelines and criteria may be amended or repealed only by a vote of three-fourths of the members of the city council. Expiration of the guidelines and criteria shall not affect any valid abatement agreement currently in force at the time of expiration.

The designation of any reinvestment zone under the terms of this chapter shall expire five years after the date of its designation, but may be renewed for periods not to exceed five years upon approval by the city council.

ORDINANCE NO. 1420

AN ORDINANCE READOPTING CHAPTER 3.20 (TAX ABATEMENT AGREEMENTS) OF THE BENBROOK MUNICIPAL CODE (1985), AS AMENDED, READOPTING GUIDELINES AND CRITERIA FOR TAX ABATEMENT AGREEMENTS AND DESIGNATION OF REINVESTMENT ZONES, DEFINING QUALIFYING FACILITIES, ESTABLISHING THE TERM AND LIMITS OF ABATEMENT, REQUIRING AN APPLICATION, DELEGATING ADMINISTRATIVE AND NEGOTIATION; PROVIDING FOR ENFORCEMENT AND PENALTIES, PROVIDING FOR VARIANCES AND EXPIRATION; CONTAINING A SEVERABILITY CLAUSE AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Benbrook is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council, in accordance with Chapter 312 of the Texas Tax Code, has adopted guidelines and criteria for tax abatement as codified in Chapter 3.20 of the Benbrook Municipal Code; and

WHEREAS, Chapter 312 of the Texas Tax Code stipulates that locally adopted guidelines and criteria for tax abatement are only effective for two (2) years from the date of adoption; and

WHEREAS, the City seeks to increase investment and general wealth within the City through the attraction and expansion of industry and development of industrial lands in the City; and

WHEREAS, the City desires to maintain this tax abatement tool as an incentive to attract new industry to the City and encourage major expansion of existing industries; and

WHEREAS, the City Council, in accordance with State Law, desires to readopt the guidelines and criteria for tax abatement as codified in Chapter 3.20 of the Benbrook Municipal Code.

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

**SECTION 1.
READOPTION**

That Chapter 3.20 – Tax Abatement Agreements of the Benbrook Municipal Code (1985), as amended), is hereby readopted in its entirety.

**SECTION 2
SEVERABILITY CLAUSE**

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared void, ineffective or unconstitutional by the valid judgement or decree of any court of competent jurisdiction, such voidness, ineffectiveness or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation herein of any such void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 3
PUBLICATION AND EFFECTIVE DATE**

The City Secretary of the City of Benbrook is hereby authorized to publish this ordinance in book or pamphlet form for general distribution among the public, and the operative provisions of this ordinance as so published shall be admissible in evidence in all courts without further proof than the production thereof, as provided in Section 3.10 of the Charter of the City of Benbrook.

The City Secretary of the City of Benbrook is hereby directed to engross and enroll this ordinance by copying the caption, penalty clause, publication clause and effective date clause in the minutes of the City Council and by filing the ordinance records of the City.

The City Secretary of the City of Benbrook is hereby directed to publish the caption, penalty clause, publication clause and effective date clause of this ordinance for two (2) days in the official newspaper of the City of Benbrook, as authorized by Section 52.013 of the Local Government Code.

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED this 1st day of February 2018.

Jerry B. Dittrich, Mayor

ATTEST:

Joanna King, City Secretary

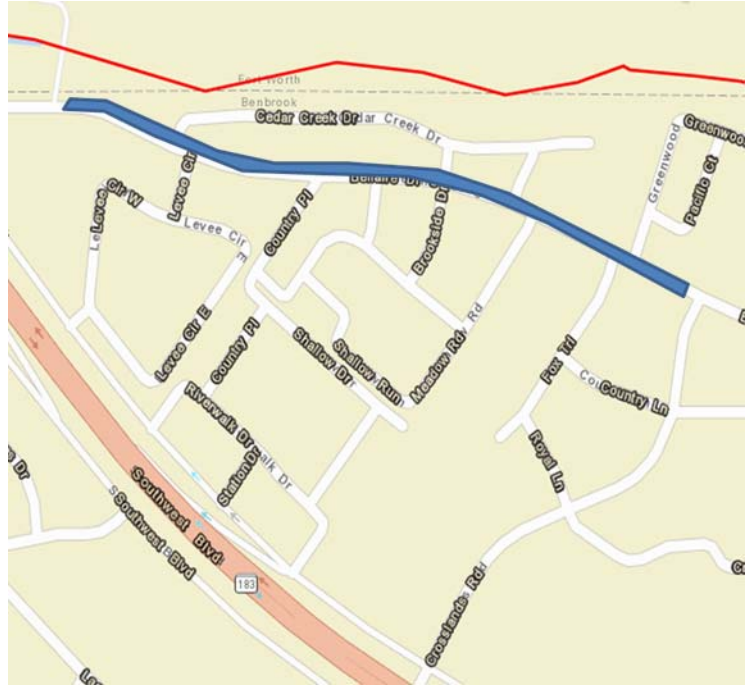


City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 02/01/18	REFERENCE NUMBER: G-2336	SUBJECT: Approve Oncor's Discretionary Service Agreement for 43rd Year Community Development Block Grant Program	PAGE: 1 of 1
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Benbrook City Council approved the Bellaire Drive street light installation project for the 43rd Year Community Development Block Grant (CDBG). Before construction can begin, City Council must authorize Tarrant County to execute a Discretionary Service Agreement (DSA) with Oncor Electric Delivery.



PROJECT

Oncor Electric owns and operates the street light system in Benbrook. Oncor initially provided a project cost estimate of \$177,000. A major component of the original quotation was bringing a new electric feeder line to the area. Oncor has since devised a plan to access power from the Waterside Development., reducing the estimated cost to \$33,026.16. These significant savings will be rolled over into Benbrook's next CDBG project.

RECOMMENDATION

Staff recommends that the City Council authorize Tarrant County to execute the Discretionary Service Agreement (DSA) with Oncor Electric Delivery for \$33,026.16 for the installation of streetlights on Bellaire Drive between the trailhead near SH-183 and Crosslands Road.

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

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: September 21, 2009

Page 1 of 2

6.3.5 Discretionary Service Agreement

WR # 3381578
Transaction ID: 11180

This Discretionary Service Agreement ("Agreement") is made and entered into this 16th day of November, 2017, by Oncor Electric Delivery Company LLC ("Oncor Electric Delivery Company" or "Company"), a Delaware limited liability company and distribution utility, and Tarrant County Community Development Division ("Customer"), a government agency, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement.

ONCOR Electric Delivery will install 12- 30' steel pole 250W HPS Cobra Lights with single arm, foundations, underground conduits, and service. In addition to all facilities required to deliver correct voltage to the street lights. Tarrant County Community Development Division is responsible for all cost beyond the allowable expenditure. That cost is \$33,026.16. This cost is good for 30 days begin on the date of this agreement.

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective upon acceptance by Customer and continues in effect until completion of project. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation N/A, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

- (a) If to Company:
ONCOR Electric Delivery
7860 Winbrook Drive
Benbrook, Texas
76126



**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: September 21, 2009

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(b) If to Customer:
Tarrant County Community Develop
Brad L. Hearne
CDBG Program Manager

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

Tarrant County Community Develop
Brad L. Hearne
CDBG Program Manager

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Other Terms and Conditions** –

(i) Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.

(ii) Tarrant County Community Development Div agrees that payment shall be made within 30 days of the date the project is completed or the date the invoice is received, whichever is later.

(iii) The Discretionary Service Charges provided in this agreement are for Oncor Electric Delivery facilities only and do not include any charges related to the relocation of any facilities owned by a franchised utility, governmental entity, or licensed service provider (Joint User). The customer must contact all Joint Users and make arrangements to have their facilities transferred or relocated. Oncor Electric Delivery cannot complete the relocation/removal of facilities outlined in this agreement until Joint User(s) remove their facilities attached to Oncor Electric Delivery Poles.

(iv)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Oncor Electric Delivery Company LLC

Signature

Matt Hawthorne

Printed Name

Utility Designer

Title

November 16th, 2017

Date

Tarrant County Community Development Divisio
Customer / Entity

Signature

Printed Name

Title

Date





City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 02/01/2018	REFERENCE NUMBER: G-2337	SUBJECT: Approve Resolution to Participate in Tarrant County's 2018 HOME Program	PAGE: 1 of 1
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The Department of Housing and Urban Development (HUD) appropriates funds to entitlement communities through the HOME Investment Partnership Block Grant (HOME) program. Tarrant County receives and administers HOME funds on behalf of participating cities. The funds are targeted to benefit low-to-moderate income persons by providing rehabilitation for homeowner-occupied, single-family dwellings. The rehabilitation program is managed by the Tarrant County Community Development (TCCD) office and individual residents work directly with TCCD.

HUD requires communities to provide a 30% match for all HOME expenditures. Benbrook is required to submit a letter and City Council resolution affirming the match as part of the application.

The maximum amount that can be spent on one house is \$24,000 and Benbrook's match is \$7,200. Tarrant County indicates there are two homes in Benbrook that meet the requirements for the program.

FINANCING

Benbrook is requesting HOME funding of \$50,000 with a City match of \$15,000. The City match was approved in the FY 2017/2018 budget.

RECOMMENDATION

Staff recommends the City Council approve the resolution authorizing participation in Tarrant County's 2018 HOME program.

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

RESOLUTION NO. 2018-01

A RESOLUTION AUTHORIZING PARTICIPATION IN TARRANT COUNTY'S HOME INVESTMENT PARTNERSHIPS PROGRAM; AND AGREEING TO MEET ALL MATCH CONTRIBUTION REQUIREMENTS FOR THE EXPENDITURES UNDER THE TARRANT COUNTY HOME INVESTMENT PARTNERSHIPS PROGRAM FOR PROGRAM YEAR 2018.

WHEREAS, the HOME Program was created by the National Affordable Housing Act of 1990 (NAHA) and is intended to provide decent affordable housing to lower-income households; expand the capacity of nonprofit housing providers; strengthen the ability of state and local government to provide housing, and; leverage private-sector participation; and

WHEREAS, Tarrant County is a Participating Jurisdiction under the HOME Investment Partnerships Program in accordance with § 92.105; and

WHEREAS, the City of Benbrook is a member of the Tarrant County Urban County Community Development/HOME Consortium and is eligible to participate in the HOME program; and

WHEREAS, the City of Benbrook has requested \$50,000 in HOME funding to be expended on HOME eligible activities within the City's jurisdiction and has agreed to provide a 30% matching contribution for all HOME funds expended within the City of Benbrook, in accordance with §92.218; §92.219; and §92.220.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE CITY COUNCIL OF THE CITY OF BENBROOK, TEXAS:

I.

That the City is authorized to participate in Tarrant County's Home Investment Partnerships Program to assist low-income families make improvements to their homes.

II.

The City agrees to commit \$15,000 in matching contribution to affordable housing for all activities undertaken in our city through the HOME program.

PRESENTED AND PASSED on this 1st day of February 2018, at a regular meeting of the City Council of the City of Benbrook, Texas.

Jerry B. Dittrich
Mayor

ATTEST:

Joanna King
City Secretary