

**AGENDA  
BENBROOK CITY COUNCIL  
THURSDAY, JULY 5, 2018  
911 WINSOTT ROAD, BENBROOK, TEXAS  
PRE-COUNCIL WORKSESSION 7:00 P.M.  
CENTRAL CONFERENCE ROOM  
1. Review and discuss agenda items for regular meeting  
REGULAR MEETING 7:30 P.M.  
COUNCIL CHAMBERS  
ALL AGENDA ITEMS ARE SUBJECT TO FINAL ACTION**

I. CALL TO ORDER

II. INVOCATION/PLEDGE OF ALLEGIANCE

Invocation To Be Given By Pastor Todd Pylant Of First Baptist Church Of Benbrook

III. MINUTES

1. Approve Minutes Of The Regular Meeting Held June 21, 2018

Documents:

[CC MINUTES-06-21-18.PDF](#)

IV. REPORTS FROM CITY MANAGER

A. GENERAL

G-2356 Authorize Interlocal Agreement With Benbrook Water Authority For Street Cut Repair Services

Documents:

[G-2356 BWA STREET CUT.PDF](#)  
[G-2356 ILA STREET REPAIRS 2018.PDF](#)

G-2357 Authorize Interlocal Agreement With Benbrook Water Authority For Residential Refuse And Storm Water Utility Fee Billing And Payment Collection Services

Documents:

[G-2357 BWA REFUSE AND STORM WATER BILLING AND COLLECTION.PDF](#)  
[G-2357 ILA REFUSE AND STORM WATER 2018.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. Municipal Complex Needs Assessment Study - Quorum Architects
2. Initial discussion of FY-2019 Budget



**MINUTES  
OF THE  
MEETING OF THE  
BENBROOK CITY COUNCIL  
THURSDAY, JUNE 21, 2018**

The regular meeting of the Benbrook City Council was held on Thursday June 21, 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:

Jim Hinderaker, Assistant City Manager  
Joanna King, City Secretary  
Rick Overgaard, Finance Director  
Bennett Howell, Public Services Director  
Chelsea Nelson, City Planner

Others Present:

Bill Smith  
Kent Williams  
Rhian Landowski  
and 5 other citizens

**I. CALL TO ORDER**

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

**II. INVOCATION/PLEDGE OF ALLEGIANCE**

Invocation given by Councilmember Renee Franklin.  
The Pledge of Allegiance was recited.

### **III. MINUTES**

#### **1. Minutes of the regular meeting held May 17, 2018**

Motion by Dr. Marshall, seconded by Mr. Washburn to approve the minutes of the regular meeting held June 7, 2018.

Vote on the Motion:

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

Noes: None

Abstain: Mr. Allison and Mr. Sauma

Motion carries 5-0-2.

### **IV. REPORTS FROM CITY MANAGER**

#### **A. GENERAL**

##### **G-2354 Accept finance report for period ending May 31, 2018**

Rick Overgaard gave the following report: General Fund revenues for the month of May were \$949,262. Property tax collections were \$69,995. Sales tax collected in April 2018 but received by the City and recognized as revenue in May 2018 was \$240,071 for the month. Total franchise fees for May was \$199,600, and revenue from the fire services contract was \$146,733. General Fund revenues collected through the end of May were \$15,742,120 or 83 percent of the budget.

General Fund expenditures for the month of May were \$1,582,112. General Fund expenditures to date do not include \$2,000,000 in scheduled transfers; these transfers, approved by the City Council in the adoption of the annual budget for 2017-18, will be made prior to September 30, 2018. The year-to-date expenditures for the 2016-17 fiscal year include transfers of \$1,360,000. Expenditures through the end of May were \$11,080,198 or 56 percent of the adopted budget.

For the 2017-18 fiscal year-to-date, total General Fund revenues of \$15,742,120 exceeded General Fund expenditures of \$11,080,198 by \$4,661,922.

Debt Service revenues collected for the month of May 2018 totaled \$3,141; all revenue was from property taxes. There were no Debt Service expenditures for May. Total revenues for 2017-18 in the amount of \$492,451 were exceeded by total expenditures of \$1,437,015 by \$944,564.

EDC revenues as of May 31, 2018 were \$799,790. Revenue was from the EDC's portion of sales tax and interest on investments. EDC expenditures through the end May were \$289,597. EDC revenues for the year exceeded EDC expenditures by \$510,193.

Total revenues received through May 31, 2018 for the Capital Projects Fund were \$798,486 from Stormwater Utility fees and interest earnings. Total expenditures for the Capital Projects Fund were \$2,691,133 through the end of May 2018. May expenses, in the amount of \$228,076, were for the following projects: Sundown Road Drainage, Vista Way project, Capital Facilities, and the Animal Shelter. Total expenditures exceeded total revenues by \$1,892,647. 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, 2018, the City had \$23,760,997 invested at varying interest rates; the EDC had \$6,505,218 available.

Motion by Mr. Allison, seconded by Mr. Sauma to accept the finance report for the period ending May 31, 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.

**G-2355      Approve the Landscape Maintenance Agreement for Benbrook Boulevard**

Bennett Howell gave the following report: As a part of the Benbrook Boulevard project, the City of Benbrook is installing enhanced landscaping, signage and other amenities. The attached Landscape Maintenance Agreement authorizes installation of these unique amenities within TXDOT right-of-way. This "standard form" TXDOT agreement provides TXDOT with final approval of all design, workmanship and maintenance activities within the right-of-way. Benbrook is responsible for installation and maintenance.

The agreement also includes maintenance of the Green Ribbon Project to consolidate the corridor into one Landscape Maintenance Agreement and better identify project description and location.

The City will be responsible for the following items on Benbrook Boulevard and RM 2871:

- Landscape and irrigation system;
- Planters;
- Landscape amenities;
- Mowing;
- Specialty/powder coated traffic signal poles, pedestrian poles and luminaries;
- Concrete or metal planting bed edges; and
- Site furnishings such as benches, trash cans, etc.

Motion by Mr. Wilson, seconded by Dr. Marshall to approve the TXDOT Landscape Maintenance Agreement for Benbrook Boulevard and RM 2871.

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**

Rhian Landowski, resident in the La Bandera area, spoke regarding the noise nuisance from Defender Outdoors Shooting Range.

#### **VI. COUNCIL MEMBER AND STAFF COMMENTS**

#### **VII. ADJOURNMENT**

Meeting adjourned at 7:44 p.m.

**APPROVED:**

\_\_\_\_\_  
**Jerry B. Dittrich, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Joanna King, City Secretary**



# City of Benbrook

## CITY COUNCIL COMMUNICATION

DATE: 07/05/18	REFERENCE NUMBER: G-2356	SUBJECT: Authorize Interlocal Agreement with Benbrook Water Authority for Street Cut Repair Services	PAGE: 1 of 1
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### BACKGROUND

When the Benbrook Water Authority (BWA) has a water or sewer line failure under a street, the street must be cut open to repair the line. After the line is repaired, BWA is responsible for restoring the damaged street. These street repairs are commonly referred to as "street cuts". In lieu of having BWA contract with an outside contractor, the City of Benbrook has repaired street cuts for the BWA through an Interlocal Agreement (ILA) since 2000.

### PROPOSED INTERLOCAL AGREEMENT

The term of the proposed ILA is for one year, beginning October 1, 2018 and ending September 30, 2019. The repair cost is \$8.91/square foot, which is identical to last year.

### OPERATING IMPACT ON CITY

BWA street cuts constitute approximately 15% of the total street cuts repaired by the City each year. Because of the economies 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.

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

STATE OF TEXAS §

COUNTY OF TARRANT §

**INTERLOCAL AGREEMENT FOR  
STREET REPAIR SERVICES**

THIS AGREEMENT is entered into on this \_\_\_\_ day of July, 2018, 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, 2018 and ending September 30, 2019.

## **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, 2018

**BENBROOK WATER AUTHORITY**

\_\_\_\_\_  
Rick Whitehurst, 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: 07/05/18	REFERENCE NUMBER: G-2357	SUBJECT: Authorize Interlocal Agreement with Benbrook Water Authority for Residential Refuse and Storm Water Utility Fee Billing and Payment Collection Services	PAGE: 1 of 1
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**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 type of transaction.

The term of the proposed ILA is one year, beginning October 1, 2018 and ending September 30, 2019.

**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: <input type="checkbox"/> APPROVED <input type="checkbox"/> 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, 2018, 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, 2018 and ending September 30, 2019. 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, 2018

**CITY OF BENBROOK, TEXAS  
A MUNICIPAL CORPORATION**

BY: \_\_\_\_\_  
Jerry B. Dittrich, Mayor

ATTEST:

\_\_\_\_\_  
Joanna King, City Secretary

**BENBROOK WATER AUTHORITY**

By: \_\_\_\_\_  
Rick Whitehurst, President

ATTEST:

\_\_\_\_\_  
Secretary