

**AGENDA
BENBROOK CITY COUNCIL
THURSDAY, OCTOBER 18, 2017
911 WINSCOTT ROAD, BENBROOK, TEXAS
PRE-COUNCIL WORKSESSION 7:00 P.M.
CENTRAL CONFERENCE ROOM
1. Review and discuss agenda items for regular meeting
REGULAR MEETING 7:30 P.M.
COUNCIL CHAMBERS
ALL AGENDA ITEMS ARE SUBJECT TO FINAL CONSIDERATION**

I. CALL TO ORDER

II. INVOCATION/PLEDGE OF ALLEGIANCE

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

III. MINUTES

1. Approve Minutes Of The Regular Meeting Held October 4, 2018

Documents:

[CC MINUTES-10-04-18.PDF](#)

IV. PROCLAMATIONS/AWARDS/RECOGNITION

1. Benbrook Economic Development Corporation - Excellence In Economic Development Award Received From The International Economic Development Council

V. REPORTS FROM CITY MANAGER

A. GENERAL

G-2378 Accept Finance Report For Period Ending September 30, 2018

Documents:

[G-2378 FINANCE REPORT SEPT 2018.PDF](#)
[G-2378 REVENUE CHART SEPT 2018.PDF](#)
[G-2378 EXPENDITURE CHART SEPT 2018.PDF](#)
[G-2378 SALES TAX COMPARISON SEPT 2018.PDF](#)

G-2379 Approve Interlocal Agreement With Tarrant County For 2019 Asphalt Overlay Project

Documents:

[G-2379 OVERLAY 2019.PDF](#)
[G-2379 ILA OVERLAY PROJECT.PDF](#)

G-2380 Approve Interlocal Agreement With The North Central Texas Council Of Governments For FEMA Study Of Mary's Creek Watershed

Documents:

B. CONTRACT

C-321 Award Contract To Southwest Landscaping Services For Benbrook Boulevard Irrigation Improvements

Documents:

C-321 LANDSCAPING SERVICES HWY 377 IRRIGATION.PDF
C-321 CONTRACT IRRIGATION.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

WORKSESSION

1. Discuss Atmos Franchise Agreement
2. Discuss Municipal Complex needs



**MINUTES
OF THE
MEETING OF THE
BENBROOK CITY COUNCIL
THURSDAY, OCTOBER 4, 2018**

The regular meeting of the Benbrook City Council was held on Thursday October 4, 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
Rickie Allison
Jim Wilson
Mark Washburn

Also Present:

Andy Wayman, City Manager
Joanna King, City Secretary
Jim Hinderaker, Assistant City Manager
Sherri Newhouse, Finance Director
Rick Overgaard, Finance Director
Amanda Valdez, Management Analyst

Others Present:

James Mills, Police Chief
Bill Smith
David Eason
Jenevieve Williams

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 Bill Smith.
The Pledge of Allegiance was recited.

III. MINUTES

1. Minutes of the regular meeting held September 20, 2018

Motion by Mr. Washburn, seconded by Mr. Allison to approve the minutes of the regular meeting held September 20, 2018.

Vote on the Motion:

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

Noes: None

Motion carries unanimously.

IV. PROCLAMATION/RECOGNITION/AWARD

1. Receive 2018 Planning Excellence Certification from Texas Chapter of the American Planning Association

Jim Hinderaker advised the City of Benbrook has received the "Certificate of Achievement for Planning Excellence" from the Texas Chapter of the American Planning Association.

The certificate recognizes the professional planning standards demonstrated by the city's planning staff and the funding and support exhibited by the City Council and Planning and Zoning Commission. The City of Benbrook was one of thirty-nine cities in the State to receive the certificate.

V. REPORTS FROM CITY MANAGER

A. GENERAL

G-2375 Approve Investment Report for quarter ending June 30, 2018

Rick Overgaard gave the following report: 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 September 13, 2018, to review the report and ensure compliance with the City's investment policy.

- The total portfolio for the City and EDC at June 30, 2018 is \$27,756,699, with 80% or \$22,269,923 belonging to the City, and 20% or \$5,486,776 to the EDC.
- 56% of the combined portfolio is in bank accounts, with 33% in local government investment pools, and the remaining 11% in certificates of deposit.
- The weighted average maturity on the combined portfolio is 41 days with a 0.69% average yield to maturity.

Motion by Ms. Franklin, seconded by Mr. Wilson to accept the Investment Report for the quarter ending June 30, 2018.

Vote on the Motion:

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

Noes: None

Motion carries unanimously.

G-2376 Approve Administrative Regulation F-5 – Investment Policy

Rick Overgaard gave the following report: Section 2256.005 (e) of the Public Funds Investment Act requires the governing body of an investing entity to adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy, investment strategies and broker/dealers; and record any changes. The City of Benbrook's Investment Policy was first adopted by the Benbrook City Council in 1988. The Investment Policy is included in the Finance Section of the City's Administrative Regulations, F-5. The Investment Policy was last reviewed by City Council in October 2017, as per State Law.

The Finance Department has reviewed the Investment Policy to ensure compliance with State Law and with the Public Funds Investment Act.

Pursuant to this review, the Finance Department has made the following minor changes:

- Additional language on diversification.
- Additional language regarding certificates of deposit purchased through a broker/dealer.
- Eliminating the requirement for Investment Committee minutes as they are not required by State Law and serve no useful purpose for this internal, Staff committee.
- Adding a Certification of Business Organization form as Attachment "A".
- Adding a list of authorized broker/dealers. Staff has previously worked with these broker dealers in other municipalities.

Staff has prepared a Resolution stating that the Benbrook City Council has reviewed the City's Investment Policy.

Motion by Mr. Allison, seconded by Mr. Washburn to adopt Resolution No. 2018-08 stating that the City Council has reviewed and accepts Administrative Regulation F-5, the City of Benbrook's Investment Policy.

Vote on the Motion:

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

Noes: None

Motion carries unanimously.

Resolution 2018-08 being **“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENBROOK, TEXAS STATING THAT THE CITY COUNCIL HAS REVIEWED THE CITY’S WRITTEN INVESTMENT POLICY.**

G-2377 Approve update to Chapter 22, Section 6 and 7, Benbrook Personnel Policy related to tattoos, body art, piercings, jewelry and body modifications

Andy Wayman gave the following report: The City of Benbrook Personnel Policy establishes conditions of employment including employee appearance. The Personnel Policy currently prohibits visible tattoos, body art, piercings and body mutilations/modifications while on duty. The tattoos, body art, piercings and body mutilations/modifications may be covered with clothing or a bandage.

Over the past decade, societal views regarding tattoos and body art have changed dramatically. Many employees and perspective employees have at least one tattoo.

For the Police and Fire Departments, Benbrook’s current tattoo and body art policy has become a hindrance to employee recruitment. Prospective employees find the policy outdated, heavy-handed and inconvenient. As a result, they often pursue employment with another agency that permit the display of inoffensive tattoos and body art.

Updates to Section 7 of the Benbrook Personnel Policy include:

- Allows the display of inoffensive tattoos and body art and regulates the location on the body.
- Tattoos and body art that elicit a negative reaction, are inconsistent with organizational values or are overly political must be covered while on duty or in uniform.
- Tattoos and body art that are extremist, racist, sexist or sexually explicit are not allowed, regardless if they can be covered.
- Body piercings are limited to earrings for female employees.
- Other piercings and body mutilations/modifications must be covered while on duty or in uniform.
- Section 7 is renamed “Tattoos, Body Art, Piercings, Jewelry and Body Mutilation/Modification”.

- Section 6 b.5 is deleted regarding tattoos and body piercings and replaced with Section 7.
- The City Manager or designee will enforce the policy.

Staff invested significant time drafting this policy and all department heads played a role in its formulation.

Motion by Mr. Wilson, seconded by Ms. Franklin to approve Section 7 of the Benbrook Personnel Policy.

Vote on the Motion:

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

Noes: None

Motion carries unanimously.

B. CONTRACT

C-319 Award Contract for Employee Health Insurance

Sherri Newhouse gave the following report: United Health Care (UHC) provides group health insurance coverage for full-time City employees and their eligible dependents through an Exclusive Provider Organization (EPO) plan. The City pays the employee premium for full-time employees. Optional coverage is available for eligible dependents. Employees are responsible for payment of dependent premiums; the City subsidizes a portion of the dependent premium.

The City's group plan is available to City retirees (at their cost), Benbrook Library District (BLD) employees, and eligible dependents for these groups.

The current monthly rates are: \$670.86 for an employee, an additional \$805.04 for a spouse, an additional \$570.23 for children, and an additional \$1,475.91 for family coverage.

The City has subsidized dependent coverage for over twenty-nine years. The current monthly dependent subsidy amounts are: \$516.97 for spouse-only coverage, \$361.10 for children-only coverage, and \$997.74 for family coverage.

The current reimbursement rate for out-patient procedures and surgery is a maximum of \$1,000 per occurrence. The reimbursement rate for hospitalization is a maximum of \$2,000 per admission. Employees and covered dependents are eligible for the reimbursements.

The City contributes up to \$300 to the Section 125 plan account for full-time employees who do not have dependent health insurance coverage through the City of Benbrook.

The 2018-19 Proposed Budget allocation for group insurance in the amount of \$1,925,282 reflects a 7.50 percent increase over the amount estimated in 2017-18. This total also includes health insurance premium, subsidy, and reimbursement costs for the three new employees in the Fire Department.

In August 2018, UHC proposed a renewal rate of 17.00 percent. The City's Agent of Record negotiated a rate increase of 8.00 percent with no changes in services, benefits, co-payments, and deductibles. UHC agreed to reduce the rate increase to 5.30 percent if the City approves two changes in co-payments: (1) increase emergency room co-payment from \$300 to \$500 and (2) increase tier two and tier three prescription co-payments by \$5.

The revised rates are: \$706.27 for an employee. The additional monthly premium costs for dependents are: \$847.53 for spouse-only coverage, \$600.33 for coverage for children, and \$1,553.81 for family coverage.

Staff is recommending expanding the reimbursement program to partially offset the increase in co-payment for the emergency room. Currently these co-payments are not eligible for reimbursement. Under the proposed renewal, the co-payment for emergency room treatment increases from \$300 to \$500. Staff recommends reimbursing employees for \$200 of these costs for the first emergency room visit and only if treatment may be verified as an emergency. This adjustment is estimated to cost approximately \$3,000 based on fifteen employees qualifying.

Staff also recommends increasing the contribution, to the Section 125 plan account for full-time employees who do not have dependent health insurance coverage through the City of Benbrook, from \$300 to \$500 to cover prescription co-payment increases. These employees do not benefit from the dependent subsidy program. This adjustment is estimated to cost approximately \$10,000 based upon current employee participation.

Renewal, with the two tweaks in co-payments, is estimated to cost \$1,067,880 for premiums for the one-hundred-twenty-six employees included in the City's 2018-19 Budget based on the monthly employee rate of \$706.27.

Continuation of the reimbursement programs is projected to cost \$30,000. Adjustments to the reimbursement program are estimated cost \$13,000. Continuation of the dependent subsidy, including an adjustment to cover the cost of the dependent premium increase, is estimated at \$652,691. The total City cost is estimated at \$1,763,571; this amount is below the 2018-19 Budget allocation by \$161,711.

Motion by Mr. Allison, seconded by Mr. Wilson to approve a one-year contract with United Health Care, effective November 1, 2018 for employee group health insurance including staff recommendations.

Vote on the Motion:

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

Noes: None

Motion carries unanimously

C-320 Award Contract for Employee Dental Insurance

Sherri Newhouse gave the following report: United Health Care (UHC) provides group dental insurance coverage for full-time City employees and their eligible dependents through an indemnity. The City pays the employee premium for full-time employees. Optional coverage is available for eligible dependents. Employees are responsible for payment of dependent premiums; the City subsidizes a portion of the dependent premium.

The City's group plan is available to City retirees (at their cost), Benbrook Library District (BLD) employees, and eligible dependents for these groups.

The current rates are \$27.48 per month per employee. Dependent premiums are available on a three-tier system and currently cost an additional \$62.54 for family coverage, \$31.46 for spouse coverage, and \$32.72 for children coverage; the dependent rates do not include the employee premium.

Currently, sixty-eight employees have dependent coverage. The City pays a portion of the dependent premium. The current total cost of the dependent subsidy is approximately \$14,096 per year.

In August 2018, UHC notified the City that monthly dental insurance premiums would remain at the current rates until October 31, 2019. These rates reflect no change in benefits from the current plan.

Staff recommends renewing with United Health Care at an estimated annual cost of \$41,550 for premiums for the 126 employees included in the 2018-19 Budget. These costs are based on an employee premium of \$27.48 per month. Staff recommends continuing the dependent subsidy. Based on sixty-eight employees with dependent coverage, this annual cost is approximately \$14,096. The City's total costs for group dental insurance for 2018-19 are approximately \$55,646.

The 2018-19 Budget includes \$59,253 for dental insurance premiums for 126 employees and for the subsidy of dependent premiums.

Based upon United Health Care's proposed renewal, the City's total annual cost for dental insurance for 2018-19 is estimated to be \$55,646. The City's projected costs are approximately \$3,607 below the 2018-19 Budget allocation for group dental insurance.

Motion by Ms. Franklin, seconded by Mr. Wilson to approve a one-year contract with United Health Care for provision of dental insurance to be effective November 1, 2018.

Vote on the Motion:

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

Noes: None

Motion carries unanimously

VI. INFORMAL CITIZEN COMMENTS

VII. COUNCIL MEMBER AND STAFF COMMENTS

Councilmember Renee Franklin thanked members of the Police, Fire and City staff for the success of National Night Out.

VIII. ADJOURNMENT

Meeting adjourned at 7:54 p.m. followed by a worksession to discuss the update on commercial projects.

APPROVED:

Jerry B. Dittrich, Mayor

ATTEST:

Joanna King, City Secretary



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 10/18/18	REFERENCE NUMBER: G-2378	SUBJECT: Accept finance report for period ending September 30, 2018	PAGE: 1 of 2
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The September 30, 2018, monthly finance report represents the unaudited 2017/2018 fiscal year end statement. Adjustments (including accruals) will be made by the auditors and Staff when the Comprehensive Annual Financial Report (CAFR) is prepared.

GENERAL FUND

General Fund revenues for the month of September were \$683,007. Property tax collections were \$11,688. Sales tax collected and recognized as revenue in September 2018 was \$160,148. Overall sales tax collections improved compared to last fiscal year. A separate summary of sales tax revenue collections is provided for informational purposes. Total Franchise Fees for September were \$139,659, and revenue from Charges for Services were \$103,617. General Fund revenues collected through the end of September were \$17,803,794 or 94% of the budget.

General Fund expenditures for the month of September were \$1,208,595, which is less than last September. Total expenditures for the fiscal year through the end of September were \$18,893,044 or 92% of the adopted budget.

The FY 2017-18 budget included a planned \$1,564,917 draw down of general fund reserves for capital project expenditures (including transfers). For the 2017-18 fiscal year, total General Fund expenditures of \$18,893,044 exceeded General Fund revenues of \$17,803,794 by \$1,089,250. As a result, the City ended the fiscal year with a stronger than expected General Fund reserve position (nearly \$500,000 better).

DEBT SERVICE

Debt Service revenues for the month of September totaled \$525; all revenue was from property tax. There were no expenditures for September. Total revenues for FY 2017-18 in the amount of \$1,578,971 exceeded total expenditures of \$1,519,299 by \$59,672.

EDC

EDC revenues as of September 30, 2018, were \$1,295,519. Revenue was from the EDC's portion of sales tax and interest on investments. EDC expenditures through the end of September were \$2,929,507, with \$1,161,729 for a land acquisition. Total expenditures exceeded total revenues by \$1,633,988.

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

DATE: 10/18/18	REFERENCE NUMBER: G-2378	SUBJECT: Accept finance report for period ending September 30, 2018	PAGE: 2 of 2
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CAPITAL PROJECTS

Total revenues received through September 30, 2018, were \$3,894,969 from Stormwater Utility fees, TIF income, mineral lease revenue, interest earnings, and a transfer in of \$1,500,000 from other funds. Total expenditures for the Capital Projects Fund were \$5,920,610 through the end of September 2018. September expenditures, in the amount of \$219,280, were for the following projects: Plantation West Drainage, Vista Way, Benbrook Field Drive, Animal Shelter, and Clear Fork Emergency Access Bridge. Total expenditures exceeded total revenues by \$2,025,641. 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.

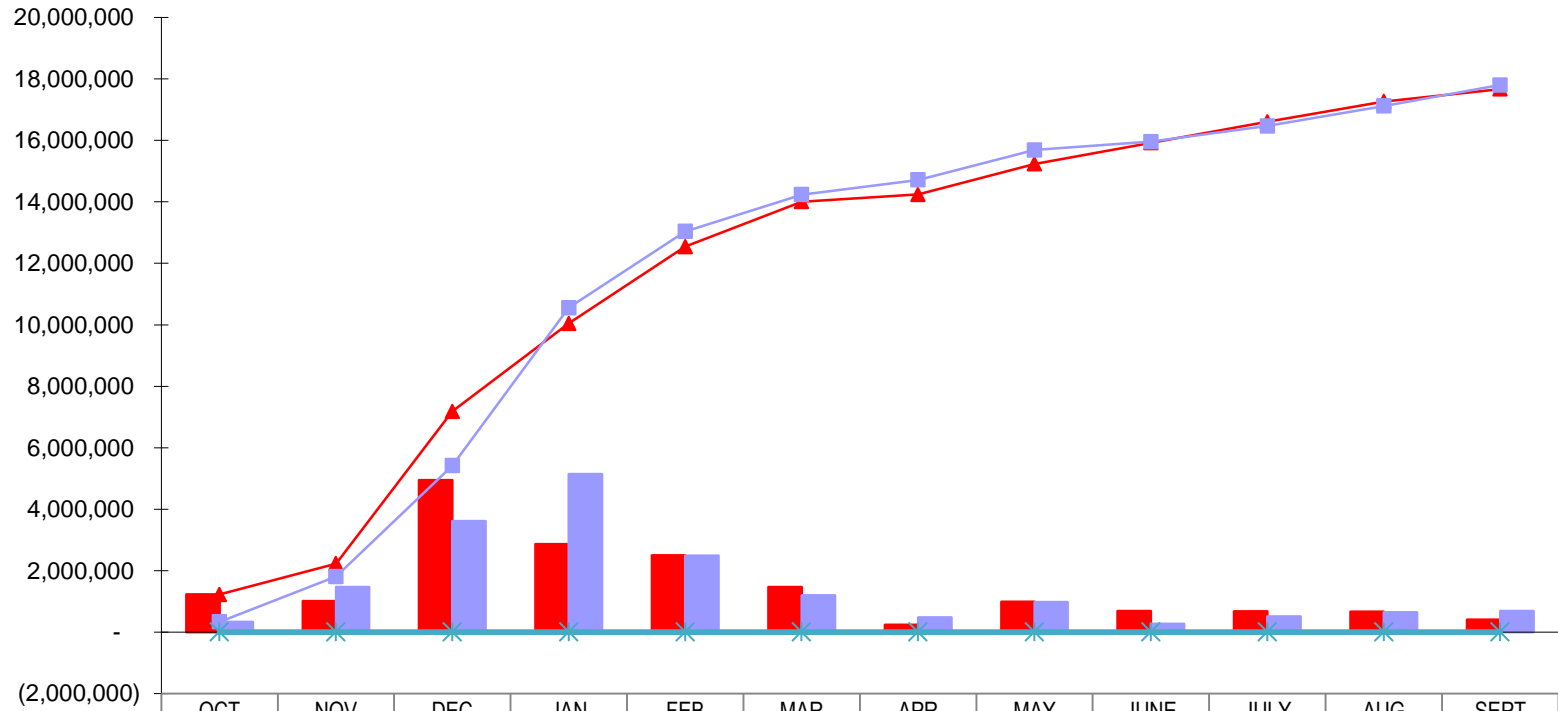
CASH & INVESTMENTS

On September 30, 2018, the City had \$18,861,393 invested at varying interest rates; the EDC had \$4,914,867 available.

RECOMMENDATION

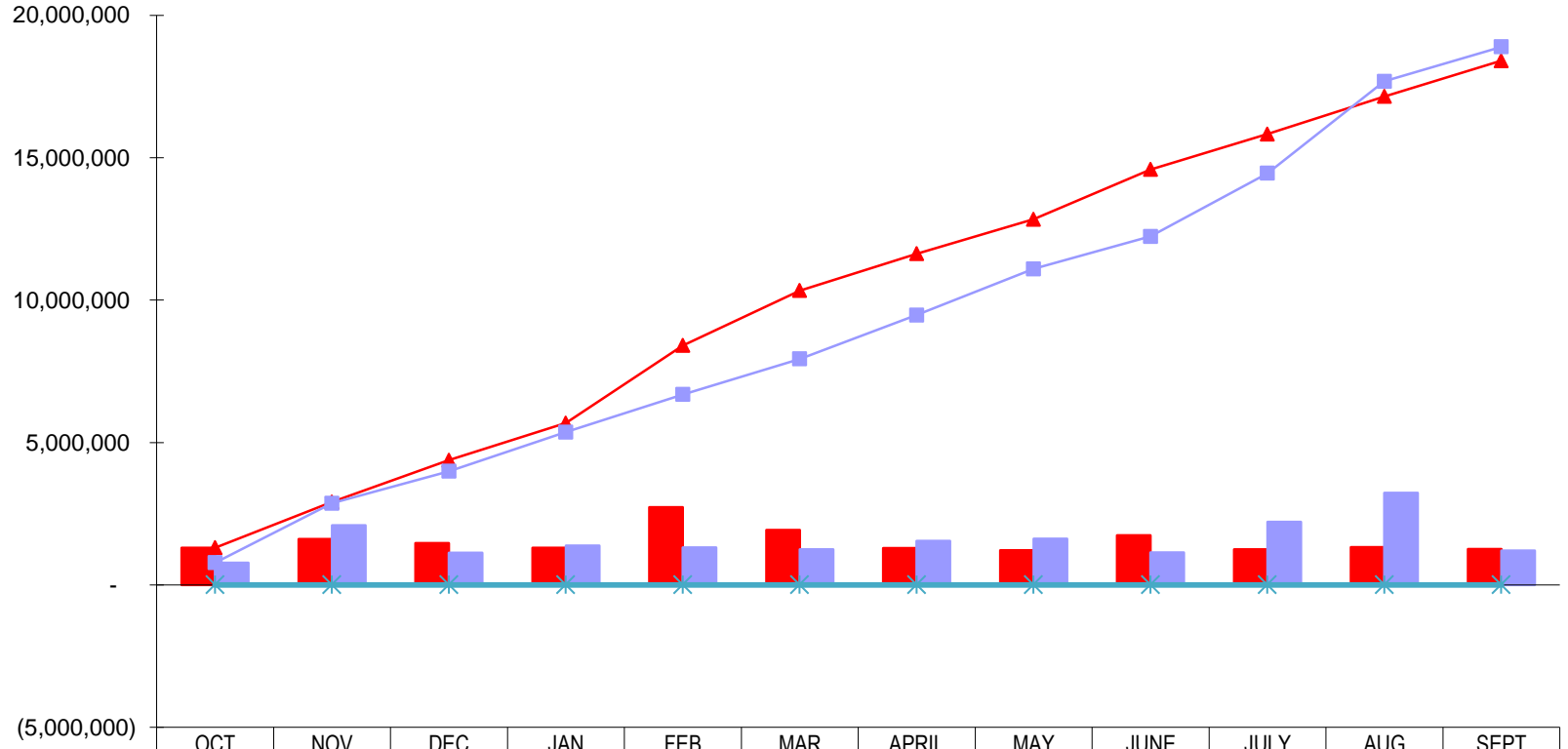
Staff recommends that City Council accept the finance report for the period ending September 30, 2018.

General Fund Revenue Trend Comparison



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
■ 2016-17	1,225,519	1,005,804	4,948,319	2,864,113	2,500,283	1,463,965	234,804	993,951	687,767	678,517	665,351	404,811
■ 2017-18	337,614	1,469,706	3,608,527	5,139,266	2,485,752	1,194,686	476,803	974,077	273,484	510,504	650,367	683,007
▲ YTD 16-17	1,225,519	2,231,323	7,179,642	10,043,755	12,544,038	14,008,003	14,242,807	15,236,758	15,924,525	16,603,042	17,268,393	17,673,204
■ YTD 17-18	337,614	1,807,320	5,415,847	10,555,113	13,040,866	14,235,552	14,712,355	15,686,432	15,959,916	16,470,419	17,120,787	17,803,794
✱ % Increase 16-17 to 17-18	-72.45%	-19.00%	-24.57%	5.09%	3.96%	1.62%	3.30%	2.95%	0.22%	-0.80%	-0.85%	0.74%

General Fund Expenditure Trend Comparison



	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT
2016-17	1,304,199	1,607,687	1,466,600	1,306,426	2,723,054	1,925,776	1,295,793	1,211,974	1,744,790	1,243,309	1,321,519	1,257,276
2017-18	777,908	2,089,129	1,125,744	1,374,833	1,317,660	1,248,670	1,542,116	1,622,915	1,139,091	2,217,153	3,229,232	1,208,595
YTD 16-17	1,304,199	2,911,887	4,378,486	5,684,912	8,407,966	10,333,742	11,629,535	12,841,509	14,586,299	15,829,609	17,151,128	18,408,405
YTD 17-18	777,908	2,867,036	3,992,780	5,367,613	6,685,273	7,933,943	9,476,059	11,098,974	12,238,065	14,455,218	17,684,449	18,893,044
% Change 2016-17 to 2017-18	-40.35%	-1.54%	-8.81%	-5.58%	-20.49%	-23.22%	-18.52%	-13.57%	-16.10%	-8.68%	3.11%	2.63%



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 10/18/18	REFERENCE NUMBER: G-2379	SUBJECT: Approve Interlocal Agreement with Tarrant County for the 2019 Overlay Program	PAGE: 1 of 2
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For a number of years, Tarrant County Precinct Number 1 has assisted the City of Benbrook with its annual street overlay program. Without this assistance, the overlay program would be significantly more expensive.

For fiscal year 2018/2019, \$450,000 was budgeted for the program. Under the Interlocal Agreement, the County will furnish labor and equipment necessary to overlay various streets throughout the City with two inches of asphalt and reconstruct other streets with subbase stabilization and asphalt overlay. The City pays for the materials, prepares the streets and provides traffic control. This year's program will overlay approximately 3.53 miles of streets and reclaim 0.51 miles of streets. The program is tentatively scheduled to begin in late February.

Overlay Streets

Street	Limits	Width (ft)	Length (ft)
Williams Road	Pinewood Drive to Hwy 377	40	4,153
Chapin Road	Twilight Drive to Service Road	40	3,908
Briar Run	Briar Creek Drive to Trammell Drive	30	1,194
Darnell Avenue	Park Center to Winscott Road	30	1,867
Meadow Hill	Haywood Drive to Locksley Drive	30	1,354
Keller Avenue	John Reagan Street to Winscott Road	30	1,660
Kerry Street	John Reagan Street to Darnell Avenue	30	1,072
Northbrook Drive	Cresthill Road to Williams Road	30	820
Rhineland Road	Westpark Drive to dead end	30	1,180
Mesquite Trail	Timbercreek Road to Timberline Drive	30	1,393

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

DATE:

10/18/18

REFERENCE
NUMBER:

G-2379

SUBJECT:

Approve Interlocal Agreement with Tarrant
County for the 2019 Overlay Program

PAGE:

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Reclaim Streets

Street	Limits	Width (ft)	Length (ft)
Keller Avenue	John Reagan Street to Park Center	30	439
Vernon Castle E	Cozby Street W to Bryant Street	30	744
Mildred Lane	Cozby Street S to Sproles Drive	30	1,521

FINANCING

The 2019 Overlay Program is financed with \$350,000 from the General Fund and \$100,000 from the Road Damage Fund. The Road Damage Fund is part of the gas well permitting process. The fund is used to repair streets damaged by the gas well traffic.

RECOMMENDATION

Staff recommends that the City Council approve the Interlocal Agreement with Tarrant County for the FY 2018/2019 Asphalt Overlay Program.

THE STATE OF TEXAS
COUNTY OF TARRANT

INTERLOCAL AGREEMENT
FOR
THE RECONSTRUCTION AND OVERLAY OF VARIOUS STREETS
WITHIN THE CITY OF BENBROOK

This Agreement is between Tarrant County, Texas ("COUNTY") acting by and through its duly authorized County Commissioner Court, and the City of Benbrook, Texas ("CITY") acting through its duly authorized City Manager.

WHEREAS, the Interlocal Cooperation Act, (Texas Government Code Section 791.001 et seq.) provides legal authority for this Agreement; and

WHEREAS, the CITY is requesting the COUNTY's assistance with the reconstruction and overlay of various streets within the City of Benbrook:

- Rehabilitate and Resurface Keller Avenue from John Reagan Street to Park Center, approximately 13,170 square feet.
- Rehabilitate and Resurface Vernon Castle E from Cozby Street W. to Bryant Street, approximately 22,320 square feet.
- Rehabilitate and Resurface Mildred Lane from Cozby Street S. to Sproles Drive, approximately 45,630 square feet.
- Placement of a two inch (2") overlay on Chapin Road from Twilight Drive to Service Road, Approximately 156,320 square feet.
- Placement of a two inch (2") overlay on Williams Road from Pinewood Drive to 377, Approximately 166,120 square feet.
- Placement of a two inch (2") overlay on Briar Run from Briar Creek Drive to Trammell Drive, approximately 35,820 square feet.
- Placement of a two inch (2") overlay on Darnell Avenue from Park Center Drive to Winscott Road, approximately 56,010 square feet.
- Placement of a two inch (2") overlay on Meadow Hill from Haywood Drive to Locksley Drive, approximately 40,620 square feet.
- Placement of a two inch (2") overlay on Keller Avenue from John Reagan Street to Winscott Road, approximately 49,800 square feet.
- Placement of a two inch (2") overlay on Kerry Street from John Reagan Street to Darnell, approximately 32,160 square feet.
- Placement of a two inch (2") overlay on Northbrook Drive from Cresthill Road to Williams Road, approximately 24,600 square feet.

- Placement of a two inch (2") overlay on Rhineland Road from Westpark Drive to dead end, approximately 35,400 square feet.
- Placement of a two inch (2") overlay on Mesquite Trail from Timbercreek Road to Timberline Drive, approximately 41,790 square feet.

Collectively referred to as the "Project"; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, The Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interest of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and COUNTY have authorized their representative to sign this Agreement.

NOW, THEREFORE, the County and City agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

- 1.1. COUNTY will furnish the labor and equipment for the reconstruction of approximately 81,120 square feet of roadway with eight inches (8") of base stabilization and 2 inches (2") of Type B and 2 inches (2") of Type D HMAC, on existing roadway located in the CITY OF BENBROOK.
- 1.2. COUNTY will furnish the labor and equipment for the placement of a two inch (2") overlay of HMAC on approximately 638,640 square feet of roadway located in the CITY OF BENBROOK.

2. CITY RESPONSIBILITY

With respect to each part of the Project:

- 2.1 The CITY will furnish and pay for all materials, including trucking costs, for the Project.
- 2.2 The CITY will furnish all rights-of-way and plan specifications. The CITY will also furnish all engineering drawings, if necessary, which will include

required drainage grades and American with Disabilities Act approved entrances, if required. The CITY will pay for drainage culverts, if needed, for any part of the Project.

- 2.3 CITY will furnish necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the Project; and
- 2.4 CITY will provide temporary driving lane markings.
- 2.5 If a Storm Water Pollution Prevention Plan is required, the CITY will be responsible for the design, development, implementation and maintenance of the Plan for the duration of each part of the Project. The COUNTY will inform the CITY if the Plan needs maintenance during construction.
- 2.6 The CITY is responsible for the scheduling and milling cost required for the PROJECT.

3. PROCEDURES DURING PROJECT

- 3.1 The COUNTY retains the right to inspect and reject all materials the CITY provides for the Project.
- 3.2 If the CITY has a complaint regarding the construction of any part of the Project, the CITY must complain in writing to the COUNTY no later than thirty (30) days from the date of completion of that particular portion of the Project. Upon expiration of thirty (30) days after completion of a particular portion of the Project, the CITY will be responsible for all maintenance and repairs of that street. The reference to a “portion of the Project” as used in this Agreement refers to an individual street identified on the attached exhibit.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive the COUNTY’s rights under a legal theory of sovereign immunity. This Agreement does not waive the CITY’s right under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not

covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.

5.2 If necessary, the COUNTY will furnish flag persons.

6. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any particular time. The COUNTY will provide the CITY with notice of the date of completion of the Project.

7. THIRD PARTY

The parties do not enter into this Agreement to protect any specific third party. The intent of this Agreement excludes the idea of a suit by a third party beneficiary. The parties to this Agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

10. TERMINATION OF AGREEMENT

The initial term of this Agreement is until October 1, 2019 and will automatically renew for a like term thereafter until (1) the Project is completed or (2) the Agreement is terminated by either party in writing. Either party may terminate this Agreement at any time—either before the expiration of the initial term or after the renewal of any term thereafter—by providing the other party with thirty (30) days written notice of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except the CITY OF BENBROOK remains liable for payment to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the Project, if any.

SIGNED AND EXECUTED this _____ day of _____, 2018

**COUNTY OF TARRANT
STATE OF TEXAS**

CITY OF BENBROOK

County Judge

Jerry Dittrich, Mayor

Date: _____

Date: _____

Commissioner, Precinct 1
Roy Charles Brooks

Attest:

Attest:

Joanna King

APPROVED AS TO FORM

APPROVED AS TO FORM AND LEGALITY

CRIMINAL DISTRICT ATTORNEY'S OFFICE

*By law, the Criminal District Attorney's Office may only
Approve contracts for its clients. We reviewed this document
For our client's legal perspective. Other parties may not rely
On this approval. Instead, those parties should seek contract
Review from independent counsel.

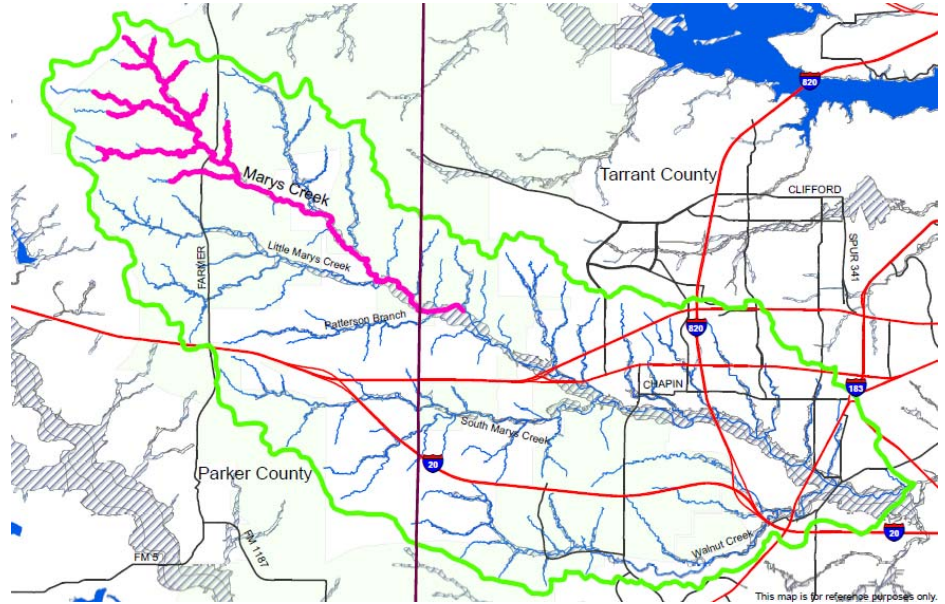


City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 10/18/18	REFERENCE NUMBER: G-2380	SUBJECT: Approve Interlocal Agreement with the North Central Texas Council of Governments for FEMA Study of Mary's Creek Watershed	PAGE: 1 of 2
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The North Central Texas Council of Governments (NCTCOG), in partnership with the Federal Emergency Management Agency (FEMA), United States Corps of Engineers (USACE), Tarrant Regional Water District, Tarrant County, Parker County, City of Fort Worth and the City of Benbrook seek to commission a study of the Mary's Creek Watershed from Parker County to the confluence of Mary's Creek and Clear Fork Trinity River.



The Mary's Creek Watershed covers approximately 50 square miles with equal amounts in Tarrant and Parker Counties. The Tarrant County portion of the Mary's Creek Watershed is largely developed and has been studied by FEMA previously; however, the portion of the watershed in Parker County has not been studied and the land use is mostly undeveloped. The study results will be used to implement revised drainage standards in the undeveloped areas of Parker County to reduce downstream impacts.

As stipulated in the Interlocal Agreement, NCTCOG will manage the project including the consultants performing the work and interface with FEMA. Benbrook will provide technical data and meeting facilities. The City is responsible for \$18,688 of the total \$491,750 project cost.

OBJECTIVE AND SCOPE

The objective of the Flood Risk Project is to develop and support flood hazard data and program-related tasks through completing technical risk analysis and mapping activities.

This project will also be included in the City's Community Rating System Program.

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

DATE: 10/18/18	REFERENCE NUMBER: G-2380	SUBJECT: Approve Interlocal Agreement with the North Central Texas Council of Governments for FEMA Study of Mary's Creek Watershed	PAGE: 2 of 2
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RECOMMENDATION

Staff recommends that City Council approve the Interlocal Agreement with the North Central Texas Council of Governments for the Federal Emergency Management Agency study of the Mary's Creek Watershed to be funded by the Storm Water Utility Fund.



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 10/18/18	REFERENCE NUMBER: C-321	SUBJECT: Award contract to Southwest Landscaping Services for Benbrook Boulevard Irrigation Project	PAGE: 1 of 1
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The Benbrook Boulevard Irrigation Project will install a drip irrigation system in the right-of-way along Benbrook Boulevard from the I-20 Service Road to Winscott Road. The irrigation system will have over 15 miles of irrigation pipes and hoses. Once the irrigation system is completed, Staff will install the plant landscaping.

BIDS RECEIVED

Bids were received and opened on September 12, 2018, with the following results:

	Bidder	Bid (\$)
1	Southwest Landscaping Services	395,000
2	Green Scaping, LP	594,120

Southwest Landscaping Services submitted the low bid of \$395,000. References for Southwest Landscaping Services were positive.

The Texas Department of Transportation (TXDOT) will not allow Southwest Landscaping Services to begin the irrigation project until TXDOT accepts (finalizes) the Benbrook Boulevard construction project from its contractor. The irrigation project contract time is 200 days.

FINANCING

The Tree Mitigation Fund will finance the project.

RECOMMENDATION

Staff recommends that the City Council award the Benbrook Boulevard Irrigation Project to the low bidder, Southwest Landscaping Services, at a cost of \$395,000 to be funded from the Tree Mitigation Fund.

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

IV

STANDARD FORM CONSTRUCTION AGREEMENT

THE STATE OF TEXAS

COUNTY OF TARRANT

THIS AGREEMENT is entered into by and between the CITY OF BENBROOK, a municipal corporation, hereinafter called "OWNER," and _____, hereinafter called "Contractor."

Owner and Contractor in consideration of the mutual covenants contained in this Agreement, agree as follows:

ARTICLE 1. WORK.

Contractor covenants and agrees to perform the Work in every detail as specified and indicated in the Contract Documents. All of which are incorporated in this Agreement in their entirety as though written word for word. The Work is described as follows:

Construction of Benbrook Boulevard Irrigation Improvements as outlined in the Specifications including other incidentals as necessary to complete the project in accordance with these Contract Documents.

ARTICLE 2. CONTRACT PRICE.

Owner agrees to pay Contractor for completion of the Work, in accordance with the Contract Documents, for the TOTAL AMOUNT OF: \$ _____

ARTICLE 3. STATE AND LOCAL SALES AND USE TAXES

The Owner qualifies for exemption from the state and local sales and use taxes pursuant to the provisions of Section 151.309, Texas Tax Code. Therefore, the Contractor shall not pay these taxes which would otherwise be payable in connection with the performance of this Work. The Contractor shall issue an exemption certificate in lieu of the tax on the purchase of:

- (a) all materials, supplies, equipment and other tangible personal property incorporated into the real property being improved;
- (b) all materials, supplies, equipment and other tangible personal property used or consumed by the Contractor in performing the Work.

“Materials and supplies used in the performance of the Work” includes only those materials actually incorporated into the property being improved and those supplies directly used to incorporate such materials into the property being improved. Overhead supplies and supplies used indirectly or only incidental to the performance of the Work are not included in the exemption. Under “reasons said purchaser is claiming this exemption” in the exemption certificate, the Contractor must name the Owner and the project for which the equipment, material, and supplies are being purchased.

ARTICLE 4. PAYMENT PROCEDURES.

The Owner agrees that upon receipt of the Contractor's invoice, the City will verify the value of the work done during the month under the Agreement, based upon the prices furnished in Contractor's bid proposal and the actual quantities of work performed, as measured or verified by the City in accordance with the Contract Documents. Lump sum units shall be estimated and paid on a percentage-of-completion basis. The Contractor shall furnish the City information as may be requested to aid the City as a guide in the verification of Contractor's estimates. The City shall verify and confirm the monthly invoice submitted by the Contractor, subject to the rules set forth in Item 109.5.1 Monthly Estimate of the NCTCOG Standard Specifications. If the confirmed value of the work done since the last previous estimate exceeds \$100.00 in amount, a percentage of such confirmed sum will be paid to the Contractor about fifteen (15) days after receipt of Contractor's invoice. Owner shall not be liable for interest on any delayed, disputed or delinquent payment, pursuant to Item 109.5.1 Monthly Estimate of the NCTCOG Standard Specifications; this sentence and Item 109.5.1 Monthly Estimate of the NCTCOG Standard Specifications shall constitute the sole, controlling contract terms with respect to interest owed on delayed, disputed or delinquent payments in lieu of Article 601f, Vernon's Texas Civil Statutes. Payment may include amounts for acceptable, non-perishable materials delivered to the job site, based on the net invoice value as presented in the Contractor's invoice, and confirmed by the City. The percentage retained by the Owner shall be as provided in Item 109.5.2 of the Standard Specifications and General Conditions, as amended, hereinafter called “Standard Specifications.” In no event shall payment for any bid item of work exceed the unit price for the

item stated in Contractor's Bid Proposal, nor shall payment be made in excess of quantities of work constructed or supplied.

ARTICLE 5. CONTRACT TIME.

Contractor agrees to commence work under this Agreement on a date to be specified in a work order of the City Engineer, and to complete fully all the Work within 200 Calendar Days thereafter. The Contractor agrees to pay as liquidated damages the sum of two hundred and forty dollars zero cents (\$240.00) DOLLARS for each calendar day thereafter, as provided in Item 108.8.1 of the Standard Specifications.

ARTICLE 6. SURETY.

It is agreed by Owner and Contractor that should it appear to the Owner, that at any time during the existence of this Agreement, the surety on the Contractor's bond has become insolvent, bankrupt or otherwise financially unable to protect Owner under the terms of this Agreement, Owner may demand the Contractor to furnish additional security in some approved surety company satisfactory to Owner; the act of Owner with reference to demanding new or additional security shall never be construed to relieve the original surety or the Contractor of its obligation under this Agreement. Owner may stop the Work under the Agreement until additional security has been furnished by the Contractor, and Owner shall in no case be liable to the Contractor on account of the work stoppage.

ARTICLE 7. CONTRACT DOCUMENTS.

(a) **Documents Listed.** The Contract Documents which comprise the entire Agreement between Owner and Contractor for the performance of and payment for the Work consist of the following:

- (1) Notice & Special Instructions to Bidders;
- (2) Proposal & Addendum;
- (3) This Agreement;
- (4) Performance, Payment, and other bonds;
- (5) Attachments to this Agreement including the Certificate of Insurance;
- (6) Special Specifications including Prevailing Wage Rates;
- (7) North Central Texas Council of Governments Standard Specification for Public Works Construction, latest edition with revisions (hereinafter referred to as the Standard Specifications, and available separately);
- (8) Work order issued by Owner in accordance with Item 103.2 and Item 103.6 of the Standard Specifications;

(b) **Amendments.** The documents listed in Items 1 through 8 above are attached to this Agreement except as expressly noted above. There are no Contract Documents except those listed in Items 1 through 8 above. The Contract Documents may be amended to provide for additions, deletions, or revisions to the Work or to modify the terms of the Contract Documents in one or more of the following ways:

- (1) a formal written amendment;
- (2) a Change Order (pursuant to Item 104.2 of the Standard Specifications); or
- (3) a work change directive, the price of which is negotiated in a later change order.

(c) **Minor Variations.** In addition, the requirements of the Contract Documents may be supplemented and minor variations or deviations in the Work which do not involve an adjustment in the Contract Price or the Contract Time and are compatible with the design concept of the completed Contract Work as a functioning whole, may be authorized in one or more of the following ways:

- (1) a field order by the City Engineer;
- (2) the City Engineer's approval of shop drawings in accordance with Item 105.3 of the Standard Specifications,
- (3) the City Engineer's written interpretation or clarification.

IN TESTIMONY WHEREOF, the CITY OF BENBROOK has caused this instrument to be signed in its corporate name, and on its behalf by the Mayor, duly authorized to execute this instrument by M&C _____, passed by the City Council on _____ and _____, a corporation acting by and through its duly authorized officials, thereby binding themselves, their heirs, successors, assigns and representatives for the faithful and full performance of the terms and provisions of this Agreement, individually, jointly and severally.

EXECUTED this the _____ day of _____ 2018.

City of Benbrook _____

Mayor

Contractor

ATTEST:

ATTEST:
