

**AGENDA
BENBROOK CITY COUNCIL
THURSDAY, JULY 21, 2016
911 WINSOTT ROAD, BENBROOK, TEXAS
PRE-COUNCIL MEETING 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 Gary Oliver Of Tabernacle Of Praise

III. MINUTES

1. Approve Minutes Of The Regular Meeting Held July 21, 2016

Documents:

[CC MINUTES-07-07-16.PDF](#)

IV. CITIZEN PRESENTATION

1. Commissioner Roy Brooks - Healthy Lives Matter Alzheimer's Education

Documents:

[CITIZEN PRESENTATION - COMMISSIONER ROY BROOKS \(1\).PDF](#)

V. PRESENTATION BY MAYOR AND MEMBERS OF COUNCIL

CC-2016-04 Adopt Resolution Calling General Election For November 8, 2016 And Authorize Joint Election Agreement With Tarrant County Elections Division

Documents:

[CC-2016-04 MEMO CALLING ELECTION.PDF](#)
[CC-2016-04 RESOLUTION CALL NOVEMBER 2016 GENERAL ELECTION.DOC.PDF](#)

VI. REPORTS FROM CITY MANAGER

A. GENERAL

G-2251 Accept Finance Report For Period Ending June 30, 2016

Documents:

[G-2251 FINANCE REPORT JUNE 2016.PDF](#)
[G-2251 REVENUE CHART.PDF](#)
[G-2251 EXPENDITURE CHART.PDF](#)
[G-2251 SALES TAX COMPARISON.PDF](#)

G-2252 Authorize Interlocal Agreement With Benbrook Water Authority For Street Cut Repair Services

Documents:

[G-2252 ILA BWA STREET CUTS.PDF](#)
[G-2252 INTERLOCAL AGREEMENT STREET CUTS.PDF](#)

G-2253 Authorize Interlocal Agreement With Benbrook Water Authority For Residential Refuse And Storm Water Utility Fee Billing And Payment Collection Services

Documents:

[G-2253 ILA BWA REFUSE AND STORM WATER BILLING AND COLLECTION.PDF](#)
[G-2253 INTERLOCAL AGREEMENT REFUSE STORM WATER.PDF](#)

VII. INFORMAL CITIZEN COMMENTS

VIII. COUNCIL MEMBER AND STAFF COMMENTS

IX. ADJOURNMENT



**MINUTES
OF THE
MEETING OF THE
BENBROOK CITY COUNCIL
THURSDAY, JULY 7, 2016**

The regular meeting of the Benbrook City Council was held on Thursday July 7, 2016 at 7:30 p. m. in the Council Chambers at 911 Winscott Road with the following Council members present:

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

Also Present:

Andy Wayman, City Manager
Joanna King, City Secretary
Sherri Newhouse, Finance Director

Others Present:

Bill Smith
Denise Huneycutt, Benbrook News
James Boswell, Boy Scout Troop 17
Darlene Kalil
and 2 other citizens

I. CALL TO ORDER

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

II. INVOCATION/PLEDGE OF ALLEGIANCE

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

III. MINUTES

1. Approve Minutes of the Regular Meeting held June 16, 2016

Motion by Dr. Marshall, seconded by Mr. Sauma to approve the minutes of the regular meeting held June 16, 2016.

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-2248 Adopt Resolution authorizing continued participation in Atmos Cities Steering Committee

Sherri Newhouse gave the following report: The City of Benbrook is a member of the 168-member city coalition known as Atmos Cities Steering Committee (ACSC).

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos. The ACSC undertakes these activities on behalf of municipalities and requires funding support from its members.

The assessment for 2016 is a two and one-half cent (\$0.025) per capita fee. The City of Benbrook's assessment for 2016 is \$560.48 based on a population of 22,419.

Motion by Mr. Allison, seconded by Mr. Wilson to adopt Resolution Number 2016-06 and authorize the payment of \$560.48 to the Atmos Steering Committee.

Vote on the Motion:

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

Noes: one

Motion carries unanimously.

Resolution 2016-06 being “ **RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF TWO AND ONE-HALF CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION.**”

G-2249 Adopt Resolution amending banking officers for BBVA/Compass Bank

Sherri Newhouse gave the following report: The City of Benbrook uses banking services provided by BBVA/Compass for the City's general, payroll, PEG, Narcotics, and HMOT accounts.

Because of the change in the City's accounting personnel, the City Council is required to update Benbrook's authorized banking officers for these accounts. BBVA/Compass requires an amending resolution. The resolution adds Madelyn Schwartz, the City's Accounting Supervisor, as an authorized signer for these accounts. Joanna King, the City Secretary, and Sherri Newhouse, the Finance Director, are currently authorized signers for the City of Benbrook's accounts with BBVA/Compass.

Motion by Dr. Marshall, seconded by Mr. Washburn to adopt Resolution Number 2016-07 amending the list to include Madelyn Schwartz as an authorized signer and authorize the Mayor and City Secretary to execute the forms.

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-2250 Adopt Resolutions amending authorized representatives for TexPool and TexStar Investment Pools

Sherri Newhouse gave the following report: The City of Benbrook participates in two governmental investment pools (TexPool and TexStar). Because of the change in the City's accounting personnel, the City Council is required to update Benbrook's authorized investment representatives.

Both TexPool and TexStar require an amending resolution. The resolutions designate Benbrook's authorized investment representatives as Sherri Newhouse, Finance Director and Madelyn Schwartz, Accounting Supervisor.

Motion by Ms. Franklin, seconded by Mr. Wilson to adopt Resolution 2016-08 (TexPool) and Resolution Number 2016-09 (TexStar) and authorize the Mayor and City Secretary to execute the forms.

Vote on the Motion:

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

Noes: None

Motion carries unanimously.

VII. INFORMAL CITIZEN COMMENTS

VIII. COUNCIL MEMBER AND STAFF COMMENTS

IX. ADJOURNMENT

Meeting adjourned at 7:40 p.m. followed by worksession to discuss the budget for Fiscal Year 2016-2017.

APPROVED:

Jerry B. Dittrich, Mayor

ATTEST:

Joanna King, City Secretary

Joanna King

From: Leon Polk <LPolk@tarrantcounty.com>
Sent: Monday, June 27, 2016 3:36 PM
To: Joanna King
Subject: Healthy Lives Matter Alzheimer's Education Seminar
Attachments: HLM Alz Flyer FINAL English.jpg

Ms. King,

Tarrant County Commissioner Roy Charles Brooks will host his Inaugural Healthy Lives Matter Alzheimer's Education Seminar on **Saturday, August 20, 2016 from 8:00 a.m. to 1:00 p.m.** The event will be held at **Tarrant County College Trinity River Campus, Action Suite A, 300 Trinity River Circle, Fort Worth, Texas 76102.** The flyer for this event is attached.

The mission of the Healthy Lives Matter Alzheimer's Initiative is to provide accessibility to education which will lead to optimal care and services to individuals confronting Dementia, their caregivers, and families in an on-going effort to improve quality of life.

We would appreciate the opportunity to announce this worthwhile event at one of your July city council meetings. Please let me know the process of getting on the council agenda and how soon this may be possible.

Thank you in advance and I look forward to hearing from you.

Leon Polk
Executive Secretary
Office of Commissioner Roy Charles Brooks
6551 Granbury Road
Fort Worth, Texas 76133
P: (817) 370-4500
F: (817) 370-4503
E: lpolk@tarrantcounty.com
W: www.Tarrantcounty.com



TO: Mayor Jerry Dittrich and Members of the Benbrook City Council

FROM: Joanna King, City Secretary

SUBJECT: Order November 8, 2016, General Election and Approve Joint Election Agreement

DATE: July 21, 2016

The general election for Members of the City Council in Places 2, 4 and 6 is scheduled for Tuesday November 8, 2016. As in the past, the City Secretary requests that the City enter into a Joint Election Agreement with Tarrant County.

The advantages of joining Tarrant County for the November 8th election include:

- Tarrant County provides additional early voting polling places within the County. Benbrook residents would be able to vote early at any of these locations and not be restricted to voting only at the Benbrook location. An amendment will be made to the Order of Election at a later date to include additional early voting sites due to joint election agreements with other political subdivisions.
- Tarrant County will provide all necessary voting equipment, obtain all polling places, obtain and train all election officials, and obtain necessary Justice Department Submissions. In providing the equipment, the necessity of leasing the equipment from another vendor or making an outright purchase is eliminated, resulting in significant savings.

The 2016 joint election agreement and contract between Tarrant County and the City of Benbrook will be forthcoming and the costs assessed to Benbrook will be in accordance with the total number of political subdivisions contracting with Tarrant County.

Staff recommends that City Council adopt the Resolution ordering the General Election for November 8, 2016 and authorize the City Manager or his designee to execute a joint election agreement with Tarrant County.

RESOLUTION NO. 2016-10
Joint Election Agreement
For November 8, 2016 General Election

A RESOLUTION AND ELECTION ORDER BY THE CITY COUNCIL OF THE CITY OF BENBROOK, TEXAS CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2016; AUTHORIZING A JOINT ELECTION AGREEMENT BETWEEN TARRANT COUNTY AND THE CITY OF BENBROOK, TEXAS; PROVIDING PROCEDURES FOR THE CONDUCT OF THE ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the General Election for City Council Members of the City of Benbrook, as set forth by the City of Benbrook Home Rule Charter, the Texas Election Code, and Resolution 2012-01 adopted January 19, 2012 is required to be held on November 8, 2016, at which time the voters will elect persons to fill the offices of Member of the Council, Place 2, Member of the Council, Place 4, and Member of the Council, Place 6 on the City Council of the City of Benbrook, Texas, with all places to be elected for two year terms, and;

WHEREAS, all of the City of Benbrook and its voting precincts are located within only the County of Tarrant; and

WHEREAS, by this Resolution, it is the intention of the City Council to adopt all requirements of an Election Order in accordance with state law, and authorize a contract with Tarrant County for joint election services.

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

- Section 1.** That a general election is hereby called to elect Member of the Council Place 2; Member of the Council Place 4; and Member of the Council Place 6 to serve until November 2018, or until their successors are duly elected and qualified. Such election shall take place on the 8th day of November 2016, between the hours of 7:00 a.m. and 7:00 p.m.
- Section 2.** Qualified persons may file as candidates for the General Election by filing an application with the City Secretary between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, beginning July 23, 2016 (note: filing begins on a Saturday, but the office of the City Secretary is not required to be open on Saturday or Sunday; first date office shall be open is Monday, July 25, 2016) and ending not later than 5:00 p.m. on Monday, August 22, 2016.
- Section 3:** The 2016 joint election agreement and contract between Tarrant County and the City of Benbrook will be forthcoming and the costs assessed to Benbrook will be in accordance to the total number of political subdivisions contracting with Tarrant County. An executable contract will be incorporated herein for all purposes hereby approved and the City Manager or his designee is

authorized to execute the contract. In the event of a conflict between this Resolution and the contract, the contract shall control.

Section 4. The Election Day polling places for this joint election are designated pursuant to Section 271.003 of the Texas Election Code, and the Council finds that the following locations can most adequately and conveniently serve the voters in this election, and that these locations will facilitate the orderly conduct of the election:

Polling	Location
Precinct 1009	Western Hills High School 3600 Boston Avenue Benbrook, TX 76116
Precinct 1021	City of Benbrook Municipal Complex 911 Winscott Road Benbrook, TX 76126
Precinct 1206	Benbrook Fire Station 528 Mercedes Street Benbrook, TX 76126
Precinct 1111	Highridge Church 1011 Rollings Hills Drive Benbrook, Texas 76126
Precinct 1208, 4480	Restoration Family Church 10201 Jerry Dunn Parkway Benbrook, TX 76126
Precinct 1337	Western Hills Church of Christ 8800 Chapin Road Fort Worth, TX 76116
Precinct 1339	Trinity Chapel 6610 Southwest Boulevard Benbrook, TX 76109
Precinct 4230	Bethel United Methodist Church 5000 Southwest Boulevard Fort Worth, TX 76116
Precinct 4630	Agape Baptist Church 3900 Southwest Boulevard Fort Worth, TX 76116

Section 5: The Presiding Election Judge and Alternate Presiding Election Judge shall be appointed by Tarrant County as indicated in the contract and authorized by Chapter 271 of the Texas Election Code.

Section 6: Frank Phillips, the Tarrant County Elections Administrator, (“Elections Administrator”) is hereby designated as the Early Voting Clerk for the election as indicated in the contract.

Early voting by personal appearance in Benbrook will be on the following locations, dates, and hours:

Main Early Voting Locations

Tarrant County Early Voting	Benbrook Community Center
600 West Weatherford Street	228 San Angelo Avenue
Fort Worth, Texas 76102	Benbrook, Texas 76126

Early Voting by Personal Appearance Days and Hours

October 24-28	Monday-Friday	8:00 a.m. – 5:00 p.m.
October 29	Saturday	7:00 a.m. – 7:00 p.m.
October 30	Sunday	11:00 a.m – 4:00 p.m.
October 31	Monday	7:00 a.m.-7:00 p.m.
November 1-4	Tuesday-Friday	7:00 a.m.-7:00 p.m.

The Order of Election will be amended at a later date to include early voting hours and sites added due to joint elections with other political subdivisions.

Section 7: The Elections Administrator shall be responsible for the Early Voting applications and ballots. Applications for early voting by mail may be delivered to Frank Phillips, County of Tarrant, Elections Administrator, 2700 Premier Street, Fort Worth, Texas 76111, not earlier than September 9, 2016 and not later than close of business on October 21, 2016, if delivered in person, and October 28, 2016 if delivered by mail. Early voting ballots shall be mailed to the Elections Administrator at the same address. The City Secretary is directed to forward applications and ballots he may receive to the Elections Administrator.

Section 8: All resident qualified electors of the City shall be permitted to vote at said election and, on the day of the election, such electors shall vote at the polling place designated for the Election Precinct in which they reside.

Section 9: All expenditures necessary for the conduct of the election, the purchase of materials there for, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the contract and the Code.

Section 10: Should a runoff election be required following the canvass of the November 8, 2016 election, the Council hereby orders that a runoff election be held on December 13, 2016 with the early voting period from November 28, 2016 through December 9, 2016. The early voting polling places and hours shall be main early voting sites and times as those of the original election. The polling places on

Election Day for the runoff election shall be at the same polling places as those of the original election, and the hours of voting shall be between 7:00 a.m. and 7:00 p.m.

Section 11: The Elections Administrator is hereby authorized to prepare a submission to the United States Justice Department to seek pre-clearance as required by law and as provided in the Legal Documents section of the contract.

PASSED AND APPROVED by the City Council of the City of Benbrook, Texas this 21st day of July 2016.

Jerry B. Dittrich, Mayor

ATTEST:

Joanna King, City Secretary



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 07/21/16	REFERENCE NUMBER: G-2251	SUBJECT: Accept finance report for period ending June 30, 2016	PAGE: 1 of 2
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GENERAL FUND

General Fund revenues for the month of June were \$646,361. Property tax collections were \$182,074. Sales tax collected in May but received by the City and recognized as revenue in June was \$158,987 for the month. A separate summary of sales tax revenue collections is provided for informational purposes. General Fund revenues collected through the end of June were \$14,977,422 or 89.88 percent of the budget.

General Fund expenditures for the month of June were \$1,244,340. Expenditures through the end of June were \$11,810,888 or 67.52 percent of the adopted budget.

For the 2015-16 fiscal year-to-date, total General Fund revenues of \$14,977,422 exceeded General Fund expenditures of \$11,810,888 by \$3,166,534.

DEBT SERVICE

Debt Service revenues collected for the month of June totaled \$7,197; all revenue was from property taxes. There were no Debt Service expenditures for June. Total revenues for 2015-16 in the amount of \$403,685 exceeded total expenditures of \$1,384,463 by \$980,778.

EDC

EDC revenues as of June 30, 2016 were \$646,371. Sales tax revenue received by the EDC for the fiscal year was \$620,499. EDC expenditures for June were \$51,379. Revenues for the year in the amount of \$646,371 exceeded total expenditures of \$440,364 by \$206,007.

CAPITAL PROJECTS

Total revenues received through June 30, 2016 for the Capital Projects Fund were \$1,931,186. Total expenditures for the Capital Projects Fund in June 2016 were \$48,780. Engineering services for drainage projects totaled \$36,179. Expenses for the Vista Way Project were \$12,600. For the 2015-16 fiscal year, total revenues of \$1,931,186 exceeded total expenditures of \$777,282 by \$1,153,904.

CASH & INVESTMENTS

On June 30, 2016, the City had \$24,976,357 invested at varying interest rates; the EDC had \$6,119,911 available.

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

DATE:

07/21/16

REFERENCE
NUMBER:

G-2251

SUBJECT:

Accept finance report for period ending June
30, 2016

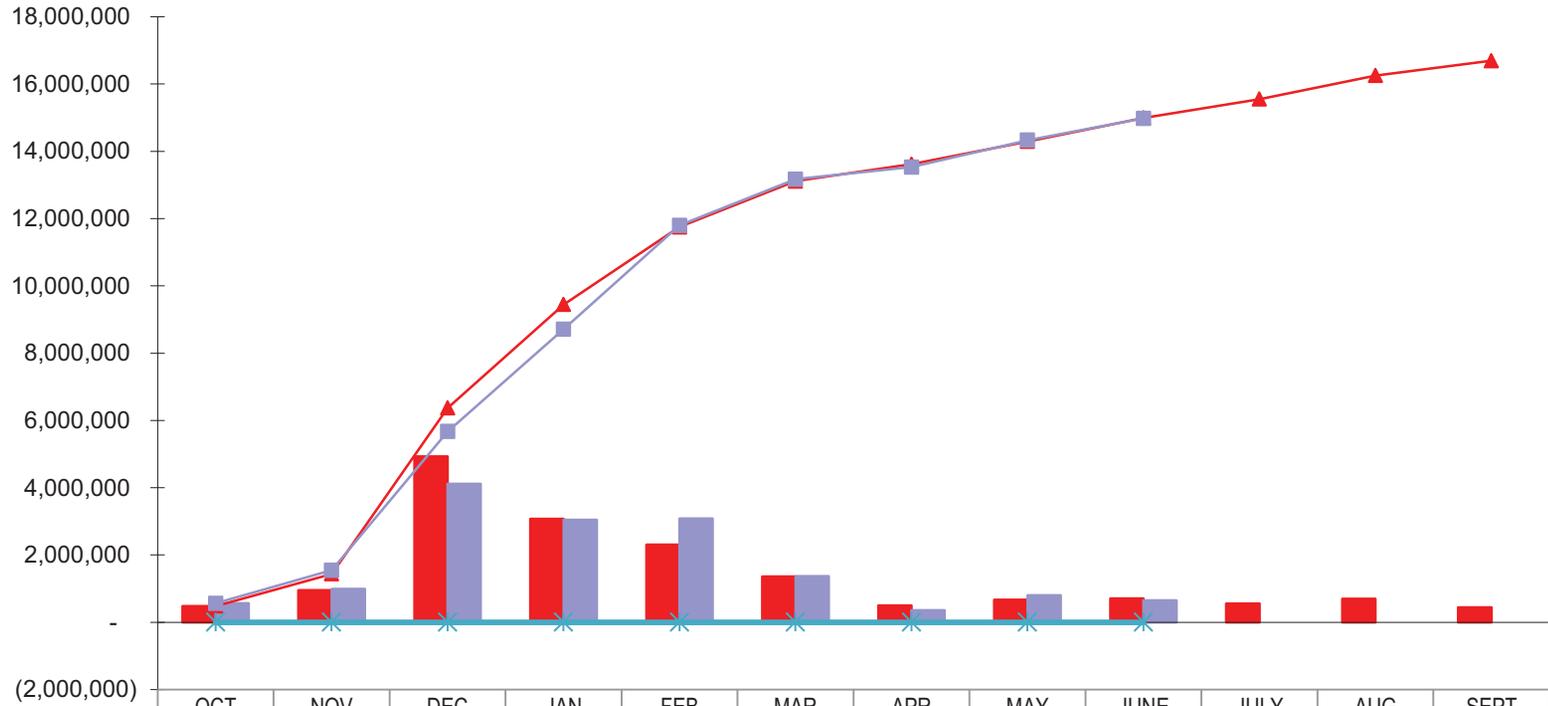
PAGE:

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RECOMMENDATION

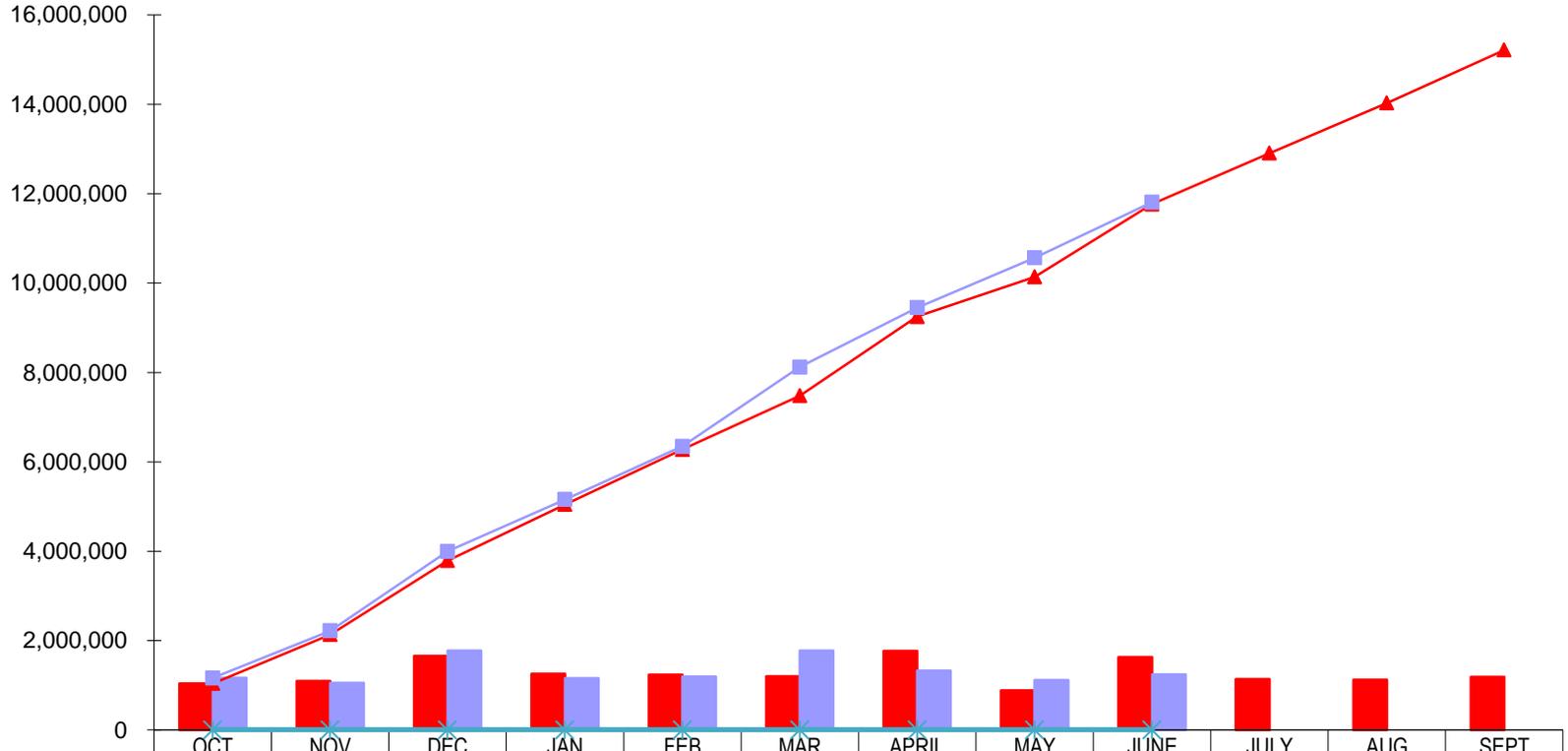
Staff recommends that City Council accept the finance report for the period ending June 30, 2016.

Revenue Trend Comparison



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
■ 2014-15	484,634	955,402	4,929,898	3,078,804	2,304,726	1,362,198	502,176	673,698	703,244	558,506	699,887	438,979
■ 2015-16	562,313	987,115	4,118,735	3,044,455	3,086,948	1,374,372	359,149	797,973	646,361			
▲ YTD 14-15	484,634	1,440,036	6,369,934	9,448,738	11,753,464	13,115,662	13,617,838	14,291,536	14,994,780	15,553,286	16,253,173	16,692,152
■ YTD 15-16	562,313	1,549,428	5,668,163	8,712,618	11,799,566	13,173,939	13,533,088	14,331,061	14,977,422			
* % Increase 14-15 to 15-16	16.03%	7.60%	-11.02%	-7.79%	0.39%	0.44%	-0.62%	0.28%	-0.12%			

Expenditure Trend Comparison



	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT
■ 2014-15	1,041,570	1,091,832	1,656,040	1,254,598	1,233,716	1,202,501	1,771,545	885,387	1,631,225	1,140,779	1,121,353	1,185,105
■ 2015-16	1,165,220	1,053,458	1,776,743	1,161,320	1,190,850	1,772,755	1,329,110	1,117,092	1,244,340			
▲ YTD 14-15	1,041,570	2,133,402	3,789,442	5,044,039	6,277,755	7,480,256	9,251,801	10,137,188	11,768,413	12,909,192	14,030,545	15,215,650
■ YTD 15-16	1,165,220	2,218,678	3,995,421	5,156,741	6,347,591	8,120,346	9,449,456	10,566,548	11,810,888			
✱ % Change 2014-15 to 2015-16	11.87%	4.00%	5.44%	2.23%	1.11%	8.56%	2.14%	4.24%	0.36%			



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 07/21/16	REFERENCE NUMBER: G-2252	SUBJECT: Authorize Interlocal Agreement with Benbrook Water Authority for Street Cut Repair Services	PAGE: 1 of 1
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When the Benbrook Water Authority (BWA) has a water or sewer line failure under a street, the BWA excavates the street and makes the line repairs. After the line repairs are completed, the BWA is responsible for restoring the damaged street. These street repairs are commonly referred to as "street cuts". In lieu of having the 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 proposed ILA again engages the City of Benbrook to complete street cuts for the BWA. The term of the proposed ILA is for one year. The repair cost is \$8.91/square foot, which is identical to last year. The term of the proposed ILA is one year, beginning October 1, 2016 and ending September 30, 2017.

OPERATING IMPACT ON CITY

BWA street cuts constitute approximately 15% of the total street cuts repaired by the City each year. Because of the economy of scale associated with the City completing street cuts, the repairs are easily absorbed into the City's work load without significantly affecting operations.

RECOMMENDATION

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

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

STATE OF TEXAS §

COUNTY OF TARRANT §

**INTERLOCAL AGREEMENT FOR
STREET REPAIR SERVICES**

THIS AGREEMENT is entered into on this 5th day of July, 2016, 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, 2016 and ending September 30, 2017.

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)

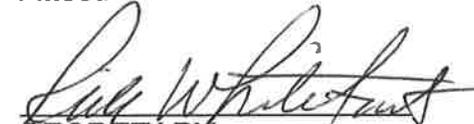
EXECUTED this the 5th day of July, 2016

BENBROOK WATER AUTHORITY



Dennis G. Lindgron, 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: 07/21/16	REFERENCE NUMBER: G-2253	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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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, 2016 and ending September 30, 2017.

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 July 5, 2016, 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 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, 2016 and ending September 30, 2017. 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 5th day of July, 2016

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

BY: _____
Jerry B. Dittrich, Mayor

ATTEST:

Joanna King, City Secretary

BENBROOK WATER AUTHORITY

By: *Dennis Lindgron*
Dennis Lindgron, President

ATTEST:

Rich Whitehurst
Secretary