

**AGENDA  
BENBROOK CITY COUNCIL  
THURSDAY, MAY 17, 2018  
911 WINSOTT ROAD, BENBROOK, TEXAS  
PRE-COUNCIL WORKSESSION  
7:15 P.M.  
CENTRAL CONFERENCE ROOM  
1. Review and discuss agenda items for regular meeting  
REGULAR MEETING  
7:30 P.M.  
COUNCIL CHAMBERS  
ALL AGENDA ITEMS ARE SUBJECT TO FINAL ACTION**

I. CALL TO ORDER

II. INVOCATION/PLEDGE OF ALLEGIANCE

III. MINUTES

1. Approve Minutes Of The Regular Meeting Held May 3, 2018

Documents:

[CC MINUTES-05-03-18.PDF](#)

IV. INTRODUCTION OF NEW EMPLOYEES

1. Rick Overgaard - Finance Director

V. REPORTS FROM CITY MANAGER

A. GENERAL

G-2352 Adopt Resolutions Amending Authorized Representatives For TexPool And TexStar Investment Pools

Documents:

[G-2352 REPRESENTATIVES FOR INVESTMENT POOLS.PDF](#)

B. CONTRACT

C-316 Approve Contract With Tarrant County Tax Assessor-Collector For Collection Of Ad Valorem Taxes

Documents:

[C-316 AD VALOREM TAX COLLECTION CONTRACT.PDF](#)  
[C-316 CONTRACT TAX COLLECTION.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



**MINUTES  
OF THE  
MEETING OF THE  
BENBROOK CITY COUNCIL  
THURSDAY, MAY 3, 2018**

The regular meeting of the Benbrook City Council was held on Thursday May 3, 2018 at 7:30 p. m. in the Council Chambers at 911 Winscott Road with the following Council members present:

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

Also Present:

Andy Wayman, City Manager  
Joanna King, City Secretary  
Bennett Howell, Public Services Director  
Alex Busken, Management Analyst

Others Present:

Bill Smith  
Members of Saints of Sovereignty Motorcycle Club  
Lisa Murray, Benbrook Elementary  
Shelly Mayer, Principal Benbrook Elementary  
Isabel Shirley, Westpark Elementary  
Susan Hill, Principal Westpark Elementary  
Mikki McCoy, Benbrook Middle High School  
Richard Penland, Principle Benbrook Middle High School  
Vincent Gil, Western Hills High School  
Keri Flores, Principal Western Hills High School  
Valorie Bedford, Principle Waverly Park Elementary  
and approximately 20 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 Shawn Godfrey, Chaplin of Saints of Sovereignty Motorcycle Club.  
The Pledge of Allegiance was recited.

## **III. MINUTES**

### **1. Minutes of the regular meeting held April 19, 2018**

Motion by Dr. Marshall, seconded by Ms. Franklin to approve the minutes of the regular meeting held April 19, 2018.

Vote on the Motion:

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

Noes: None

Motion carries unanimously.

## **IV. PROCLAMATION, RECOGNITION, AWARD**

### **1. Proclamation – Motorcycle Safety Awareness Month**

Mayor Dittrich read and presented a Proclamation designating May as Motorcycle Safety Awareness Month to members of the Saints of Sovereignty Motorcycle Club.

### **2. Proclamation – Teachers of the Year for schools serving Benbrook students**

Mayor Dittrich presented proclamations honoring the Fort Worth ISD Teachers of the Year for the schools serving Benbrook Students. Those outstanding teachers are:

Lisa Murray, Benbrook Elementary  
Martha Alvarez, Waverly Park Elementary  
Isabel Shirley, Westpark Elementary  
Mikki McCoy, Benbrook Middle High School  
Sara Tipton, Leonard Middle School  
Vincent Gil, Western Hills High School

## **V. PRESENTATION BY MAYOR AND MEMBERS OF CITY COUNCIL**

### **CC-2018-05 Accept resignation from Patricia Hall, Place 7 on Benbrook Economic Development Corporation Board of Directors and determine method of replacement**

Motion by Mr. Allison, seconded by Mr. Washburn to accept the resignation from Patricia Hall, Place 7, Benbrook EDC Board of Directors.

Vote on the Motion:

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

Noes: None

Motion carries unanimously.

## **VI. REPORTS FROM CITY MANAGER**

### **A. GENERAL**

#### **G-2350 Approve Interlocal Agreement with Tarrant County for 2018 Asphalt Overlay Program**

Bennett Howell gave the following report: 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 2017/2018, \$250,000 was budgeted for this program. Under the Interlocal Agreement, Tarrant County will furnish labor and equipment necessary to overlay various streets throughout the City with two inches of asphalt. The City pays for the materials, prepares the streets and provides traffic control. This year's program will overlay approximately 1.63 miles of streets.

Motion by Ms. Franklin, seconded by Mr. Sauma to approve the Interlocal Agreement with Tarrant County for the FY 2017/2018 Asphalt Overlay Program.

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-2351      Approve Agreement with Fort Worth ISD to upgrade Field 1 in Dutch Branch Park to be used for girls' softball**

Bennett Howell gave the following report: The Fort Worth Independent School District (FWISD) has requested to upgrade Field 1 to meet UIL requirements for girl's high school softball. Currently, FWISD buses the softball team to other facilities for practice and games. The Benbrook City Council approved a similar agreement on June 4, 2015, for a FWISD baseball facility near Field 1. The City of Benbrook, Benbrook Youth Baseball and Softball Association (BYBSA) and FWISD have reached an agreement (sublease) to upgrade and share Field 1.

The FWISD plans to construct the previously approved baseball field complex and upgrade Field 1 this summer. All construction timelines and costs are the sole responsibility of the FWISD. The softball field upgrade will be similar to what is available at other FWISD high schools. The FWISD will be responsible for maintenance and all other associated costs (water, electricity, etc.).

FWISD and BYBSA will share the softball field. Scheduling conflicts should be minimal since FWISD and BYBSA playing schedules seldom overlap.

The term of the proposed lease ends on April 10, 2028. The sublease is subject to final approval by the Corps of Engineers.

Motion by Dr. Marshall, seconded by Mr. Washburn to approve the sublease agreement with the Fort Worth Independent School District to upgrade Field 1 to be shared by Benbrook Middle/High School and Benbrook Youth Baseball and Softball Association.

Vote on the Motion:

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

Noes: None

Motion carries unanimously.

**B. CONTRACT**

**C-314      Award Engineering Contract to Freese and Nichols for the Clear Fork Emergency Access Bridge Project**

Bennett Howell gave the following report: On December 16, 2016, Benbrook City Council approved an engineering contract with Freese and Nichols for a conceptual design and cost estimate for an emergency access bridge where the Clear Fork Trinity River crosses under I-20. The bridge will be located on the north side I-20 and connect the I-20 service road to Bellaire Drive South

In order for the project to move forward, detailed engineering plans must be prepared. Staff proposes engaging Freese and Nichols to complete final engineering design to construct the emergency access bridge with the following characteristics:

- The project will not interfere with the I-20 lane widening project proposed between Bryant Irving Boulevard and Winscott Road.
- The City of Fort Worth will enter into an Interlocal Agreement with the City of Benbrook for a license agreement. The Benbrook City Council approved the Interlocal Agreement on April 5.
- The one-lane, emergency access bridge will be gated at both sides, have one approximately 15-foot wide emergency vehicle travel lane, not be designed to accommodate bicycles, pedestrians or public vehicles, not be designed to be expanded or altered and will be signed "Emergency Access Only".
- Gate access on the one-lane emergency access bridge will be controlled with Knox box or other secured system, which will only permit emergency access vehicles to utilize the bridge.
- Benbrook will own and maintain the bridge.

The cost of the engineering design is \$276,830. The design process will take approximately 12 months, depending on the regulatory review process. Once the engineering design (construction plans) are completed, construction bids will be solicited. After City Council awards the construction bid, construction should start in late 2019 and take approximately 12 months to complete.

Motion by Mr. Wilson, seconded by Dr. Marshall to approve the engineering contract with Freese and Nichols for the Clear Fork Emergency Access Bridge in the amount of \$276,830.

Vote on the Motion:

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

Noes: None

Motion carries unanimously.

**C-315            Award contract to Stoic Civil Construction for the Plantation West Drainage Improvements**

Bennett Howell gave the following report: The Plantation West Drainage Project is part of the Capital Improvement Program annually approved and updated by the City Council. The project protects two existing bridge assets located on Chapin

Road west of Mary's Creek Drive and on Dawn Drive west of Mary's Creek Drive. The Chapin Road bridge repair includes adding gabions on the downstream side of the bridge to prevent water from undermining the bridge, weakening its structural integrity. The Dawn Drive bridge repair includes removing the wingwalls on the upstream side of the bridge and constructing modular block walls to prevent water from undermining the bridge. The project also includes replacing damaged fencing and sodding the disturbed areas. Construction is anticipated to take about 90 days.

Bids were received and opened on April 11, 2018. Stoic Civil Construction submitted the low bid of \$466,980. Stoic Civil Construction has performed in an acceptable manner on past Benbrook projects, including the Timberline Drainage Project, Winding Way Drainage Project and the Springbranch Drainage Project.

The Storm Water Utility will fund this project.

Motion by Ms. Franklin, seconded by Mr. Sauma to award the contract to Stoic Civil Construction for the Plantation West Drainage Improvements for \$466,980 to be funded from the Storm Water Utility Fund.

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 8:15 p.m.

**APPROVED:**

---

**Jerry B. Dittrich, Mayor**

**ATTEST:**

---

**Joanna King, City Secretary**





# City of Benbrook

## CITY COUNCIL COMMUNICATION

DATE: 05/17/18	REFERENCE NUMBER: G-2352	SUBJECT: Adopt Resolutions amending authorized representatives for TexPool and TexStar Investment Pools	PAGE: 1 of 1
-------------------	-----------------------------	--	-----------------

The City of Benbrook participates in two governmental investment pools (TexPool and TexStar). Due to the resignation of the Accounting Supervisor and the hiring of a new Finance Director, the City Council is required to update Benbrook's authorized investment representatives. Both TexPool and TexStar require an amending resolution. The attached resolutions designate Benbrook's authorized investment representatives as Sherri Newhouse and Rick Overgaard.

**RECOMMENDATION**

Staff recommends that City Council move to adopt the Amending Resolutions from TexPool and TexStar and authorize the Mayor and City Secretary to execute the forms.

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



# City of Benbrook

## CITY COUNCIL COMMUNICATION

DATE: 05/17/18	REFERENCE NUMBER: C-316	SUBJECT: Approve Contract with Tarrant County Tax Assessor-Collector for the collection of Ad Valorem Taxes	PAGE: 1 of 1
-------------------	----------------------------	--	-----------------

The City of Benbrook has contracted with the Tarrant County Tax Assessor-Collector (Assessor-Collector) to bill and collect property taxes since October 1, 1998. Services performed include: receiving the Certified Appraisal Roll from the Tarrant Appraisal District and monthly changes to the roll; providing mortgage companies, property owners, and tax representatives with tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U. S. Mail or electronic transfer of data; and payment processing.

### **Cost of Services Provided**

The Assessor-Collector's compensation, for services performed in the 2017-18 fiscal year, is ninety-eight cents (\$0.98) per account located within Tarrant County. For the 2018-19 fiscal year, the County Tax Assessor-Collector is maintaining the collection fee for in-county accounts at ninety-eight cents (\$0.98) per account. State law requires that the Tax Assessor-Collector charge the actual costs for tax collections. Tarrant County's fee is still the lowest collection fee of any urban county in Texas.

The number of accounts is based on the October billing roll certified to the Assessor-Collector, net of subsequent account additions and deletions made by the Tarrant Appraisal District. The 2017-18 cost for services totaled \$40,670 based on 41,500 accounts within Tarrant County. The estimated cost for 2018-19 is approximately \$42,000.

### **RECOMMENDATION**

Staff recommends that the City Council move to authorize the City Manager to contract with the Tarrant County Tax Assessor-Collector for the collection of ad valorem taxes effective October 1, 2018.

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

COUNTY OF TARRANT

§  
§

*Agreement For the Collection of Taxes*

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Benbrook hereinafter referred to as **City**, whose address is PO Box 26569, Benbrook, TX 76126.

**PURPOSE OF AGREEMENT**

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the City.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I.  
SERVICES TO BE PERFORMED**

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the City has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All City disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the City on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars (\$100.00), the disbursement may be withheld until the cumulative total of taxes collected for the City equals at least one hundred dollars (\$100.00), or at the close of the month.

**II.  
REPORTS**

The ASSESSOR/COLLECTOR will provide the City of Benbrook the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Tax Roll Summary Year-to-Date Summary Report Part A, B and C Detail Collection Summary Report Distribution Summary Detail Collection Summary By Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10
Annual:	Certified Tax Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary By Year
---------	---

**III.  
COMPENSATION**

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, compensation for the services rendered is a rate of ninety-eight cents (\$0.98) per account located within Tarrant County, and two-dollars and sixty cents (\$2.60) per account located outside Tarrant County. The number of accounts billed will be based on the July 25 billing roll certified to the ASSESSOR/COLLECTOR, net of subsequent account additions and deletions made by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31, 2019** with payment to be received from the

City by **February 28, 2019**.

The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

**IV.**  
**AUDITS**

The ASSESSOR/COLLECTOR will provide to the City auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the City auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the City.

**V.**  
**TAX RATE REQUIREMENT**

The City will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the City's current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by **Friday, September 14, 2018**. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the City. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Benbrook will be paid by City of Benbrook.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

**VI.**  
**COMPLIANCE WITH APPLICABLE  
STATUTES, ORDINANCES, AND REGULATIONS**

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the City of that fact and the reasons therefore.

**VII.**  
**DEPOSIT OF FUNDS**

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the City shall be promptly transferred to the account of the City at the City's depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the City's funds from the COUNTY Depository to the City's designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Benbrook due to unforeseen or unanticipated circumstances.

**VIII.**  
**INVESTMENT OF FUNDS**

The City hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the City during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the City all interest or other earnings attributable to taxes owed to the City. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the City.

**IX.**  
**REFUNDS**

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the City of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Benbrook exceeds collections for City of Benbrook, City of Benbrook will be placed in a negative status and no distributions made to City of Benbrook until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the City's jurisdiction. The proportional share is based upon the City's percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the City is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the City to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the City and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

**X.**  
**DELINQUENT COLLECTIONS**

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the City through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the City for compensation to a Firm under contract to the City.

If the delinquent collection Attorney contracted by the City requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the City and will be added to the collection expenses and charged to the City.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

**XI.**  
**TERM OF AGREEMENT**

This Agreement shall become effective as of the date hereinabove set out, and shall continue in effect during the 2018 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

**XII.**  
**NOTICES**

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

**XIII.**

**MISCELLANEOUS PROVISIONS**

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

**BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**RON WRIGHT,**  
**TAX ASSESSOR/COLLECTOR**  
**TARRANT COUNTY**

**FOR City of Benbrook**

**BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

**FOR TARRANT COUNTY:**

**BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**B. GLEN WHITLEY**  
**TARRANT COUNTY JUDGE**

**APPROVED AS TO FORM:**

**BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**CRIMINAL DISTRICT ATTORNEY'S OFFICE\***

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.