

**NOTICE IS HEREBY GIVEN** in accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of Benbrook will conduct its Regular Meeting scheduled for **7:15 p.m. on Thursday June 4, 2020**, in the City Council Chambers, 911 Winscott Road, Benbrook, Texas by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19). While this meeting is open to the public, social distancing will be enforced.

*For this meeting, the presiding officer will be physically present at the location described above. However, one or all other members of the City Council may participate in this meeting remotely through telephone conference providing for two-way audio communication for each member of the City Council.*

This Notice and Meeting Agenda, and the Agenda Packet, are posted online at <http://www.benbrook-tx.gov/AgendaCenter>.

The public toll-free dial-in number to participate in the telephonic meeting is: **1-866-894-9011** or local number **817-443-6248**.

The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting.

This meeting will be recorded, and the recording will be available to the public in accordance with the Open Meetings Act upon written request.

**AGENDA  
BENBROOK CITY COUNCIL  
THURSDAY, JUNE 4, 2020  
911 WINSCOTT ROAD, BENBROOK, TEXAS  
PRE-COUNCIL WORKSESSION 7:15 P.M.  
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. CITIZEN COMMENTS ON ANY AGENDA ITEM
- III. MINUTES
  - 1. Approve Minutes Of The Regular Meeting Held May 21, 2020

Documents:

CC MINUTES-05-21-20.PDF

#### IV. REPORTS FROM CITY MANAGER

##### A. GENERAL

G-2467 Approve CARES Act Coronavirus Relief Funds Interlocal Cooperative Agreement

Documents:

[G-2467 INTERLOCAL AGREEMENT TARRANT COUNTY CARES ACT.PDF](#)

[G-2467 BENBROOK DIRECT DISTRIBUTION.PDF](#)

#### V. INFORMAL CITIZEN COMMENTS

State Law prohibits any deliberation of or decisions regarding items presented in informal citizen comments. City Council may only make a statement of specific information given in response to the inquiry; recite an existing policy; or request staff place the item on an agenda for a subsequent meeting. The exception to informal comments is that once an election date has been set by City Council comments relative to elections will not be broadcast on the City's cable channel. However, a copy of the tape containing citizens' comments will be available at city hall for review or purchase by interested citizens

#### VI. COUNCIL MEMBER AND STAFF COMMENTS

Announcements from City Councilmembers and City Staff may be made for items to include: expression of thanks; congratulations; condolence; recognition of public officials, employees or citizens; information regarding holiday schedules; reminders of community events or announcements involving an imminent threat to the public health and safety of the municipality that has arisen after the posing of the agenda. No discussion or formal action may be taken on these items at this meeting.

#### VII. ADJOURNMENT



**MINUTES  
OF THE  
MEETING OF THE  
BENBROOK CITY COUNCIL  
THURSDAY, MAY 21, 2020**

The regular meeting of the Benbrook City Council was held on May 21, 2020 at 7:30 p.m. in the Council Chambers with the following Council members present:

Jerry Dittrich, Mayor  
Renee Franklin-via Telephone Conference  
Larry Marshall- via Telephone Conference  
Dustin Phillips-via Telephone Conference  
Jim Wilson-via Telephone Conference  
Laura Mackey-via Telephone Conference  
Jason Ward-via Telephone Conference

Also Present:

Andy Wayman, City Manager  
Jim Hinderaker, Assistant City Manager  
Joanna King, City Secretary  
Wes Cooper, Systems Administrator  
Rick Overgaard, Finance Director  
Tommy Davis, Fire Chief

**I. CALL TO ORDER**

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

**II. CITIZEN COMMENTS ON ANY AGENDA ITEM**

Mayor Dittrich paused the meeting for any citizen comments on any agenda item via telephone conference. There were no calls.

**III. MINUTES**

**1. Minutes of the regular meeting held May 7, 2020**

Motion by Dr. Marshall, seconded by Mr. Ward to approve the minutes of the regular meeting held May 7, 2020.

Vote on the Motion by Roll Call:

Ayes: Ms. Franklin, Dr. Marshall, Mr. Phillips, Mayor Dittrich, Mr. Wilson, Ms. Mackey, Mr. Ward

Noes: None

Motion carried unanimously.

#### **IV. PRESENTATION BY TAX INCREMENT FINANCING BOARD OF DIRECTORS**

##### **TIF-2020-01                    Approve 380 Economic Development Agreement between City of Benbrook and BBT Crossing, LTD**

Jim Hinderaker gave the following report: On February 5, 2016, the City of Benbrook entered into the First Amendment to the Developer Participation Agreement for Benbrook Towne Crossing Project (Underlying Agreement) with BBT Crossing, LTD., BBT Crossing GP Corporation and Bo Peek Limited, which are all companies wherein Brad H. Bowen is either the manager or president having authorization to sign the Underlying Agreement. The Underlying Agreement outlines a number of Tax Increment Finance District (TIF) construction projects already completed including (1) design and construction of a portion of Vista Way located between Mercedes Street and the I-20 frontage road, (2) Benbrook Field Drive (abutting the south side of McDonalds), (3) an access drive between Benbrook Field Drive and the Albertson's (now CubeSmart's) parking lot, and (4) a traffic signal at Benbrook Field Drive and Benbrook Boulevard. The same agreement also requires a yet to be completed access drive between Mercedes Street and the Walmart parking lot.

Due to changing development plans, the city no longer desires to construct the 24-foot wide access drive between Mercedes Street and the Walmart parking lot. The required access drive is now an impediment to the currently planned redevelopment. BBT Crossing, LTD has agreed to waive this requirement in exchange for the city covering the design and construction costs associated with the previous oversizing of an off-site drainage system that benefited Mr. Bowen's future drainage needs to develop a portion of a vacant tract of land located south of CubeSmart, north of Mercedes Street and west of Benbrook Boulevard.

The cost to design and construct the access drive between Mercedes Street and the Walmart parking lot is estimated to be approximately \$70,000. The design and construction cost of the oversizing of the off-site storm drainage system was \$42,210. The EDC will likely reimburse the TIF for this already incurred cost.

Chapter 380 of the Texas Local Government Code authorizes the grant of public funds to promote economic development to stimulate business and commercial activity in the city.

Motion by Mr. Wilson, seconded by Mr. Phillips to approve the 380 Economic Development Agreement between the City of Benbrook and BBT Crossing, LTD and further authorize Andy Wayman, City Manager, to execute said agreement on behalf of the City.

Vote on the Motion by Roll Call:

Ayes: Dr. Marshall, Mr. Phillips, Mayor Dittrich, Mr. Wilson, Ms. Mackey, Mr. Ward, Ms. Franklin

Noes: None

Motion carried unanimously.

## **V. REPORTS FROM CITY MANAGER**

### **A. GENERAL**

#### **G-2466 Accept Finance Report for period ending April 30, 2020**

Rick Overgaard gave the following report: General Fund revenues for the month of April were \$646,091. Major revenues collected for the month include Property taxes of \$103,332, Franchise taxes of \$60,597, Fines and Forfeitures of \$18,618, Charges for Services of \$49,081, Other Agency of \$80,063, and Permits of \$19,686. Sales tax collected and recognized as revenue in April was \$304,877. Fiscal year to date sales tax is 21.78% greater than last year. General Fund revenues collected through the end of April were \$17,307,394 and 82.1% of the budget.

General Fund expenditures for the month of April were \$1,742,327. Fiscal year to date expenditures were \$11,437,582 and 54.4% of the adopted budget.

Total General Fund revenues of \$17,307,394 were greater than General Fund expenditures of \$11,437,582 by \$5,869,812.

Debt Service revenues for the month of April totaled \$3,629 and were all from property tax. Fiscal year to date revenues total \$1,534,576. There were no expenditures in April. The next debt services payments will be made the end of July. Total revenues of \$1,534,576 exceeded total expenditures of \$1,497,770 by \$36,806.

EDC revenues as of April 30, 2020, were \$1,065,536. EDC expenditures through the end of April were \$601,683. Total revenues exceeded total expenditures by \$463,853.

Total revenues received through April 30, 2020 were \$1,992,478 from stormwater utility fees, mineral lease revenue, TIF payment, and interest earnings. Total expenditures for the Capital Projects Fund were \$2,520,730 through the end of April. April expenditures included the following projects: Vista Way Two Way Conversion and Clearfork Emergency Access Bridge. Total expenditures exceeded total revenues by \$528,252. Sufficient funds are available in the current fund balances of the Capital Projects Fund. This fund operates on a project basis rather than a specific fiscal year.

On April 30, 2020, the City had \$22,427,743 invested at varying interest rates; the EDC had \$4,969,795 available.

Motion by Ms. Franklin, seconded by Dr. Marshall to accept the finance report for the period ending April 30, 2020.

Vote on the Motion by Roll Call:

Ayes: Mr. Phillips, Mayor Dittrich, Mr. Wilson, Ms. Mackey, Mr. Ward, Ms. Franklin, Dr. Marshall

Noes: None

Motion carried unanimously.

## **B. PURCHASE**

### **P-283 Purchase 2020 Spartan Gladiator Chassis Ladder Truck**

Tommy Davis gave the following report: The Fire Department's 1999 ladder fire truck is nearing the end of its life cycle and is scheduled for replacement in the Capital Improvements Program (CIP).

The North Central Texas Council of Governments (NCTCOG) awarded Benbrook the 2019 Clean Fleets grant to replace the aging ladder truck with a new ladder truck that complies with current EPA standards. The grant will pay for 25% of the cost of the fire truck, reimbursable to the City after delivery.

The lead time from purchase to delivery of a new fire truck is approximately 12-18 months. Staff anticipates taking delivery of the new ladder truck in FY 2020-21. The truck will be funded through the Capital Asset Replacement Fund.

As with other major purchases, Staff utilized the Sourcewell Cooperative Purchasing Program. Cooperative purchasing programs leverage the purchasing power of governmental units throughout Texas, providing sales volume in exchange for competitive pricing. The request for quote from Sourcewell was for a 2020 Spartan Gladiator Chassis ladder truck.

The purchase price of the ladder truck from Sourcewell is \$1,293,755 and includes the Sourcewell administrative fee of \$2,000. Once the City takes delivery of the ladder truck, Staff will request the 25% reimbursement from NCTCOG, making the final purchase price \$970,317.

Motion by Mr. Wilson, seconded by Ms. Franklin, to approve the purchase of a 2020 Spartan Gladiator chassis ladder fire truck through the Sourcewell Cooperative Purchasing Program at a low bid cost of \$1,293,755. The purchase will be from the Capital Asset Replacement Fund and is payable upon delivery in FY 2020-21.

Vote on the Motion by Roll Call:

Ayes: Mayor Dittrich, Mr. Wilson, Ms. Mackey, Mr. Ward, Ms. Franklin, Dr. Marshall, Mr. Phillips

Noes: None

Motion carried unanimously.

**VI. INFORMAL CITIZEN COMMENTS**

Mayor Dittrich paused the meeting for any informal citizen comments via telephone conference. There were no calls.

**VII. COUNCIL MEMBER AND STAFF COMMENTS**

Jim Hinderaker gave report on COVID-19.

**VIII. ADJOURNMENT**

Meeting adjourned at 8:05 p.m.

**APPROVED:**

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

**ATTEST:**

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



# City of Benbrook

## CITY COUNCIL COMMUNICATION

DATE: 06/04/2020	REFERENCE NUMBER: G-2467	SUBJECT: Approve CARES Act Coronavirus Relief Funds Interlocal Cooperation Agreement	PAGE: 1 of 1
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On March 27, 2020, President Donald Trump signed into law the congressionally approved Coronavirus Aid Relief and Economic Security Act (CARES Act) providing financial aid to businesses and communities impacted by the COVID-19 pandemic. Within the CARES Act, the Coronavirus Relief Fund (CRF) was created to provide financial resources to state and local governments. The State of Texas has received \$11.24 billion in coronavirus relief aid.

Consistent with the CARES Act, 45 percent of the state's total allocation, approximately \$5.06 billion, is being made available to local governments. Counties and cities with populations greater than 500,000 received direct funding from the treasury. Tarrant County was one of 12 counties to receive direct funding. The County will distribute \$61,308,720 to non-direct distribution cities, including the City of Benbrook.

On May 12, 2020, the Tarrant County Commissioners Court designated fifty-five (\$55) per capita to municipalities located in Tarrant County for direct COVID-19 related expenditures. Benbrook, based on the 2019 population of 22,920 persons as reported by the North Central Texas Council of Governments (NCTCOG), is eligible to receive one million two hundred sixty thousand six hundred dollars (\$1,260,600).

Funds may not replace lost revenue and may only be used to cover expenses that:

1. are necessary and eligible expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020;
3. are not duplicated with any other Federal reimbursement request; and
4. are incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

Currently, Tarrant County is attempting to receive additional clarification for the use of the Federal funding to potentially include public safety employee salaries and benefits during the COVID-19 outbreak. However, based on current criteria and absent any additional clarification, it is unlikely that Benbrook will be able to utilize the majority of the funding allocation because reimbursable expenses must be directly and specifically related to COVID-19. Potential expenses currently incurred and eligible for reimbursement include personal protection equipment (PPE) and the BEDC small business rent/mortgage assistance grant. Currently, the City has not incurred any overtime costs specifically related to COVID-19. Should conditions change prior to the end of the calendar year, potential overtime costs may be captured and reimbursed. Any unused funds will be returned to Tarrant County.

**RECOMMENDATION**

Staff recommends that the City Council approve the CARES Act Coronavirus Relief Funds (CRF) Interlocal Cooperation Agreement and further authorize Andy Wayman, City Manager, to execute said agreement on behalf of the City.

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

**INTERLOCAL COOPERATION AGREEMENT  
FOR MUNICIPAL DIRECT EXPENSE FUNDING**

As provided for by Chapter 791 of the Texas Government Code, this Interlocal Cooperation Agreement (“Agreement”) is entered into by and between Tarrant County, Texas (the “County”) and the City of Benbrook, Texas (the “City”) and shall be effective on the date that the signature of the last party is affixed. The County and the City have reviewed the Agreement, and each make the following findings:

**WHEREAS**, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

**WHEREAS**, President Donald Trump, Governor Greg Abbott, and County Judge Glen Whitley have issued Declarations of Disaster for the United States, the State of Texas, and the COUNTY, respectively; and

**WHEREAS**, on March 27, 2020, President Donald Trump signed the Coronavirus Aid Relief and Economic Security Act (“CARES ACT”) providing financial aid to those impacted by the COVID-19 pandemic, including local governments; and

**WHEREAS**, the COUNTY has received CARES Act funds to reduce the impact of necessary expenditures incurred due to the public health emergency with respect to COVID-19; and

**WHEREAS**, on May 12, 2020, the Tarrant County Commissioners Court designated a portion of its CARES Act funds to provide FIFTY-FIVE DOLLARS (\$55) per capita for direct COVID-19 related expenditures to municipalities located in Tarrant County (“Direct Costs Program”); and

**WHEREAS**, the 2019 population of the City that resides in Tarrant County, as reported by the North Central Texas Council of Governments, is 22,920; and

**WHEREAS**, assisting municipalities within the County in recovering their costs directly incurred in responding to the COVID-19 emergency is a legitimate and lawful use of the CARES ACT funding.

**NOW, THEREFORE**, for and in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, the County and City agree to the following:

1. Grant and Funding to City. Subject to the terms and conditions of this Agreement, the County agrees to grant and transfer to the City the sum of ONE MILLION TWO HUNDRED SIXTY THOUSAND SIX HUNDRED DOLLARS (\$1,260,600) of its CARES ACT funding (“Municipal Funds”). The City agrees to deposit these Municipal Funds into a separate, segregated account created solely for holding and dispersing these Municipal Funds. If Municipal Funds are deposited into an interest-bearing account, all interest earned must be used exclusively as outlined in item two below for COVID-19 expenditures already paid and incurred, and for expenditures to assist the City with its ongoing responses to COVID-19 as detailed in the CARES ACT.

2. Use of Municipal Funds. The City may use its Municipal Funds to reimburse itself for COVID-19 expenditures already paid and incurred, and for expenditures to assist with its ongoing response to COVID-19 as detailed in the CARES ACT, the Direct Costs Program, the U.S. Department of Treasury’s Coronavirus Relief Fund (“CRF”) Guidance for State, Territorial, Local, and Tribal Governments, and this Agreement. It is the responsibility of the City to remain informed of and act in accordance with all updates or amendments to CARES ACT and U.S. Department of Treasury CRF Guidance.

3. City's Obligations relating to its Use of the Municipal Funds. The City agrees to:
- a) only use the Municipal Funds in compliance with this Agreement and for eligible expenditures related to the COVID-19 emergency;
  - b) reimburse and return to the Municipal Funds account within thirty days of notice by County any portion of the Municipal Funds that the County, the U.S. Department of Treasury, or their designee, deems were not used for COVID-19 purposes, or not used pursuant to the terms of this Agreement, or if the City's Municipal Funds account is already closed out, the reimbursement and return of the ineligible expenditure shall be made to the County;
  - c) document and justify that each expenditure from its Municipal Funds was an eligible expenditure under this Agreement and the CARES ACT. All documentation and the final report of expenditures shall be delivered to the County no later than January 15, 2021, and shall be kept by the City for a minimum of four years from the close of the Direct Costs Program;
  - d) allow inspection of all documentation and records related to its expenditure of its Municipal Funds by the County or the U.S. Department of Treasury upon reasonable request;
  - e) use the Municipal Funds only for eligible expenditures made between March 1, 2020 and 11:59 p.m., December 30, 2020;
  - f) by November 1, 2020, provide to the County a report of all funds the City determines it may be unable to spend prior to December 30, 2020. Any and all of such funds may be collected and redistributed at County's discretion;
  - g) return and re-pay within thirty days to the County any Municipal Funds not expended by 11:59 p.m., December 30, 2020;
  - h) acknowledge and recognize that the source of these Municipal Funds is Tarrant County and its CARES ACT allocation for any public programs or initiatives using these Municipal Funds;
  - i) coordinate with the County any public programs or initiatives so that no duplication of services, initiatives, or programs occurs.

4. Reports. The City shall provide to the County, within thirty (30) days of award, a Proposed Budget for use of the funds. The City shall also provide expenditure reports starting 60 days after award and continuing for every 30-day period until December 31, 2020.

5. Eligibility Issues. If the City is not sure that an expenditure will qualify, it should seek an opinion from its City Attorney prior to making the expenditure.

6. Nature of Funding. The CARES ACT funding is being received from the County to the City as a sub-recipient. As a sub-recipient of CARES ACT funding the City acknowledges that its use of the funds is subject to the same terms and conditions as the County's use of such funds. The City hereby agrees to comply with all terms and conditions of the CARES ACT funding, and to hold the County harmless against any repayments, penalties, or interest incurred as a result of the City's failure to comply with all terms and conditions of the CARES ACT funding. Funds spent in non-compliance with the

CARES ACT are subject to recapture by the County for return to the Direct Costs Program or for return to the U.S. Treasury Department.

7. Attorney’s Fees and Costs. In accordance with the Program, the County shall be entitled to recover its reasonable and necessary attorney’s fees and costs against the City if it is required to undertake litigation to enforce the terms of this Agreement to the extent allowed by law.

8. Law and Venue. The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Exclusive venue of any dispute shall be in a state court of competent jurisdiction in Tarrant County, Texas.

9. No Assignment. The City may not assign this Agreement.

10. Entire Agreement. This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents, and assigns.

11. Amendment. Any amendment of this Agreement must be by written instrument dated and signed by both parties.

12. Severability. No partial invalidity of this Agreement shall affect the remainder unless the public purpose to be served hereby is so greatly diminished thereby as to frustrate the object of this Agreement.

13. Waiver. No waiver by either party of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.

TARRANT COUNTY, TEXAS

CITY OF BENBROOK, TEXAS

By: \_\_\_\_\_  
B. Glen Whitley, County Judge

By: \_\_\_\_\_  
City’s Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Secretary

**APPROVED AS TO FORM:**

**CERTIFICATION OF  
AVAILABLE FUNDS \$ \_\_\_\_\_**

\_\_\_\_\_  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*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.