



BENBROOK WATER AUTHORITY

Board of Directors Meeting

Tuesday, August 1, 2023

1121 Mercedes Street, Benbrook, TX 76126

3:00 p.m.

The BWA Board of Directors may discuss, consider, and take all necessary action, including possible expenditure of funds, regarding each of the agenda items below

1. Call To Order
2. Invocation
3. Citizen Comment On Any Agenda Item

4. Consent Agenda

Items listed under Consent Agenda are considered routine and are enacted under one motion. The exception to this rule is that a Board Member, Citizen or General Manager may request one or more items to be removed from the Consent Agenda for separate discussion and action.

1. Minutes of the July 11, 2023 Regular BWA Board of Directors Meeting

5. General Manager's Report And Update

The General Manager and staff will brief the Board on the administrative, financial, or operational matters of the BWA including without limitation activities of the General Manager and staff since the last board meeting, new or ongoing residential, commercial, or other developments in the BWA, capital projects, planning activities, issues involving the water treatment plant, water distribution system, wastewater collection system, and other infrastructure and facilities, service extensions, billing and customer services issues, interactions with other governmental entities or officials, and any other items included in the General Manager's written report, which may include without limitation the following items:

1. Update on current administrative activities.
2. Report on developments under contract with BWA.
3. Report on developments that are currently proposed, but not under contract.
4. Update on active capital projects.
5. Update on miscellaneous projects.

6. New Business

- 6.1. Consider Interlocal Agreement For Street Repair Services With City Of Benbrook

Documents:

[ILA - STREET REPAIR SERVICES SR 2023.PDF](#)
[2023 ILA STREET REPAIRS \(003\).PDF](#)

- 6.II. Consider Interlocal Agreement For Refuse And Stormwater Billing And Payment Collection Services With The City Of Benbrook

Documents:

[ILA - REFUSE AND STORMWATER BILLING SERVICES SR 2023.PDF](#)
[2023 ILA REFUSE AND STORM WATER.PDF](#)

- 6.III. Consider Expenditure Of \$58,460.73 For The Decommissioning And Replacement Of Existing AMI Equipment, Plus One Year Of Annual Support With An Extended Warranty With Aqua-Metric Sales Company

Documents:

[AQUAMETRIC BASE STATION SR 8-1-23 \(1\).PDF](#)

- 6.IV. Resolution 2023-03 A Resolution Regarding November 7, 2023, Election Of Directors Order Of Election

Documents:

[RESOLUTION 2023-03 ORDER OF ELECTION.PDF](#)

7. Public Comment

All persons wishing to provide public comment should complete a public comment information form and submit it to the General Manager before the meeting.

Documents:

[PUBLIC COMMENT FORM.PDF](#)

8. Director / Staff Comment

Announcements from Board Members and / or Staff; there will be no discussion or formal action taken on these items.

9. Executive Session

Conduct Closed Executive Session Pursuant to Chapter 551, Government Code, for: consultation with the BWA attorney regarding pending or contemplated litigation, settlement offers, or other attorney-client matters (§551.071); deliberation regarding real property (§551.072); deliberation regarding prospective gifts (§551.073); personnel matters (§551.074); or deliberation regarding security devices (§551.076).

1. Any other item set forth in any section of this notice/agenda.

10. Re-Convene In Open Meeting

Take any Action Necessary from Executive Session

11. Adjournment

Next Regular Meeting scheduled for August 15, 2023

12. Work Session

1. Cross Connection
2. Discussion of current / future agenda items

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time. Public hearings and public meetings of the BWA Board of Directors are available to all persons. This facility is wheelchair accessible. If you require special assistance to attend a hearing or meeting, please call (817) 249-1250 at least 24 hours in advance of the hearing or meeting to coordinate any special physical access arrangements. For sign interpretative services, please call 48 hours in advance.

Meeting Date

August 1, 2023

New Business Item #1

Subject

Interlocal Agreement for Street Repair Services
Benbrook Water Authority and the City of Benbrook for Agreement

Recommendation

Staff recommends the Board of Directors approve the Interlocal agreement with the City of Benbrook for street repairs at a cost of \$8.91 per square foot as described below.

Background/Analysis

Benbrook Water Authority currently has an Interlocal agreement with the City of Benbrook for the repair of pavement following BWA repairs of water or wastewater mains or services. The agreement, which benefits the Authority by providing for the repair while reducing staff coordination time, requires the City to coordinate street repairs with its street repair Contractor. The current cost for repairs is \$8.91 per square foot.

The contract rate for 2023-2024 is proposed to remain the same as the current rate per the terms of this Interlocal Agreement. If executed by both parties, the agreement will begin October 1, 2023 and end September 30, 2024.

Financial Impact

Funding is available from the General Operating Fund Account designated for paving repair.

STATE OF TEXAS §

COUNTY OF TARRANT §

**INTERLOCAL AGREEMENT FOR
STREET REPAIR SERVICES**

THIS AGREEMENT is entered into on this ____ day of August, 2023, 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, 2023 and ending September 30, 2024.

III. PAYMENT

The City agrees to invoice the Authority on a monthly basis for said services. The Authority agrees to remit payment for said services upon receipt of invoice, net 30 days.

IV. INDEMNITY

The parties agree to indemnify and hold harmless each other against all claims, damages and costs arising from any claim related to work performed pursuant to this agreement. It is the intent of both parties that legal responsibility will be limited to the areas of work designated for each party in Section I (b) and (c).

V. AUTHORIZATION

This contract is made pursuant to Chapter 791, Texas Government Code and its successor legislation. By executing this contract, the City and Authority do not waive any immunity or defense that would otherwise be available against claims arising from the exercise of governmental powers and functions.

VI. TERMINATION

Either party may, with ninety (90) days written notice to the other, terminate this Agreement during its term. Said notice will be sufficient if delivered by certified mail to the Secretary of the Authority or the City.

(signature page follows)

EXECUTED this the _____ day of August, 2023

**BENBROOK WATER AUTHORITY
A WATER RECLAMATION AND
IMPROVEMENT DISTRICT**

Karen Henderson, President
Benbrook Water Authority
PO Box 26929
1121 Mercedes Street
Benbrook, Texas 76126

Attest:

Sheila Rushing
Executive Assistant

**CITY OF BENBROOK
A MUNICIPAL CORPORATION**

Jason Ward, Mayor
City of Benbrook
911 Winscott Road
Benbrook, Texas 76126

Attest:

Joanna King
City Secretary

Meeting Date

August 1, 2023

New Business Item #2

Subject

Interlocal Agreement between Benbrook Water Authority and City of Benbrook
Refuse and Stormwater Billing and Payment Collection Services

Recommendation

Staff recommends approving the Interlocal Agreement with the City of Benbrook for Refuse and Stormwater Billing and Payment Collection Services as presented.

Background/Analysis

The City of Benbrook contracts with BWA to place the refuse and stormwater charges on the monthly water bills. BWA bills and collects the fees for the City each month. Part of the agreement for this service is that the City does not charge BWA any stormwater fees.

The current cost is \$0.4958 cents per bill and staff proposes to maintain the current cost. The City of Benbrook agrees with this proposal.

If approved, the agreement will become effective October 1, 2023 and end on September 30, 2024.

Financial Impact

No net financial impact is anticipated, as this agreement provides mutual benefits to the City of Benbrook and BWA.

STATE OF TEXAS §

COUNTY OF TARRANT §

**INTERLOCAL AGREEMENT FOR REFUSE AND STORMWATER
BILLING AND PAYMENT COLLECTION SERVICES**

THIS AGREEMENT is entered into this _____ day of August, 2023, by and between the City of Benbrook, Texas (“City”) and the Benbrook Water Authority (“Authority”).

WHEREAS, the City and Authority have previously entered into an Agreement whereby the Authority bills and collects residential refuse fees and storm water utility fees; and

WHEREAS, the City and Authority have mutually agreed to renew that previous Agreement, and

WHEREAS, this Agreement is entered into pursuant to Chapter A, Section 791, Texas Government Code, and its successor legislation;

NOW, THEREFORE, it is agreed as follows:

I. AUTHORITY AS BILLING AGENT

- (a) **Designation.** The City designates the Authority as the billing agent for residential refuse collection and storm water services in the City. The Authority agrees to bill City refuse collection and storm water customers monthly for the charges owed the City for refuse collection and storm water service along with its bills for water and sewer service.
- (b) **Amount and Payment.** The Authority will bill refuse and storm water customers at the rate approved by the City Council and shall remit collected payments to the City in a timely basis each month.
- (c) **Partial Payments.** If the Authority receives a payment that is not sufficient to cover the charges for refuse collection, storm water service and water and sewer services, the Authority will allocate the funds received on a priority basis with the first funds going to discharge any amounts due for water charges, then remaining amounts to cover sewer charges, then to cover refuse collection charges, and lastly to cover storm water service fees. Any funds allocated to refuse collection and storm water charges under this partial payment priority system will be remitted to the City under the provisions of Section (b), above.

- (d) **Delinquencies.** Under this Agreement, customers will be considered delinquent if payments have not been made on those portions of their bills related to refuse collection and storm water service charges. The Authority agrees to assess delinquent penalties on past due refuse collection and storm water service charges in accordance with Sections 1.12.060 and 1.12.100 of the Benbrook Municipal Code (1985, as amended). Nothing in this Agreement shall affect how the Authority handles delinquencies on water and sewer charges. The Authority agrees to provide the City with a monthly list of customers who have delinquent refuse and storm water service collection charges.
- (e) **No Interruption of Service.** Under no circumstances will the Authority cancel, suspend or deny water or sewer service to one of its customers because he or she has an outstanding balance for refuse collection and storm water service provided by the City. Likewise, the City shall not be obligated to use any of its enforcement powers to resolve any dispute between the Authority and any of its customers that doesn't involve a City code violation.
- (f) **Compensation.** As compensation for its billing services, the Authority will receive from the City the sum of \$0.4958 (49.58 cents) per bill, to be invoiced and paid monthly to the Authority. In addition, the City will pay a fee associated with its proportionate share of credit card payments. The fee will be based on the discount fee from the Authority's Merchant Services Provider. A summary page will be provided monthly to the City for verification.

II. TERM

The term of this agreement shall be good for the period commencing upon October 1, 2023 and ending September 30, 2024. 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 the _____ day of August, 2023.

**BENBROOK WATER AUTHORITY
A WATER RECLAMATION AND
IMPROVEMENT DISTRICT**

Karen Henderson, President
Benbrook Water Authority
PO Box 26929
1121 Mercedes Street
Benbrook, Texas 76126

Attest:

Sheila Rushing
Executive Assistant

**CITY OF BENBROOK
A MUNICIPAL CORPORATION**

Jason Ward, Mayor
City of Benbrook
911 Winscott Road
Benbrook, Texas 76126

Attest:

Joanna King
City Secretary

Meeting Date

August 1, 2023

New Business Item #3

Subject

Automated Metering Infrastructure (AMI)
Base Station Replacement

Recommendation

Staff recommends the Board of Directors approve the expenditure of \$58,460.73 for the decommissioning and replacement of existing AMI equipment, plus one year of annual support with an extended warranty.

Background/Analysis

Since the implementation of the Authority's Automated Metering Infrastructure (AMI) project in 2013, BWA has utilized AMI infrastructure, including hardware and software, designed, developed and manufactured by Sensus, through its business partner and distributor, Aqua-Metric Sales Company. Aqua-Metric is the primary support provider authorized by Sensus for its equipment and software.

In November 2018, BWA entered into an agreement for support services with Aqua-Metric which included, in part, the maintenance on extended warranties for critical equipment, replacement of defective base station parts or components, updating firmware, evaluation of AMI network coverage and equipment performance, troubleshooting, consulting services and training for key BWA Staff. The agreement had a 5-year term and will expire in November 2023.

One of the base stations for the AMI system (located at 305 Sexton Lane) is currently out of warranty and in need of replacement. Accordingly, BWA has requested and received a price quote from Aqua-Metric Sales Company which includes the provision and installation of a new M400B2 Base Station, decommissioning of the existing S50 Base Station, FCC certification, an extended warranty and one-year of Aqua-Metric annual support (consistent with the support provided under the agreement currently in place).

The total cost for products and services proposed is \$58,460.73. Of this, \$47,205.64 is associated with the new equipment, while \$11,255.09 is associated with the warranty for the new equipment and annual support services, identical to the annual support cost included in the Authority's Operating Budget for one AMI base station.

Financial Impact

Funds are available in the following General Operating Fund categories:

01-6310-02-00	System Maintenance/Water	\$11,255.09
01-6311-02-00	System Replacement/Water	\$47,205.64

RESOLUTION 2023-03

**RESOLUTION REGARDING NOVEMBER 7, 2023, ELECTION OF DIRECTORS –
ORDER OF ELECTION**

WHEREAS, the Benbrook Water Authority (“Authority”) is a political subdivision of the State of Texas and a conservation and reclamation district organized and existing under and by virtue of Article XVI, Section 59, of the Texas Constitution, and operates pursuant to Chapters 49 and 51 of the Texas Water Code and the Authority’s enabling legislation (Chapter 123, Acts of the 54th Texas Legislature, Regular Session, 1955, as amended) (“Enabling Act”); and

WHEREAS, Section 3(c) of the Authority’s Enabling Act and Sections 3.004-.006 of the Texas Election Code require the Authority’s Board of Directors to order an election to be held on the uniform election date; and

WHEREAS, the Board of Directors of the Authority intends to order the general election of directors to be held on November 7, 2023, in accordance with the laws of the State of Texas.

**NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF
BENBROOK WATER AUTHORITY THAT:**

Section 1. The above recitals are true and correct and are incorporated herein for all purposes.

Section 2. The Board of Directors (“Board”) of the Authority hereby orders a general election of the Authority to be held on November 7, 2023, to elect two (2) directors to serve on the Board. In accordance with Section 3(c) of the Authority’s Enabling Act, the two (2) candidates receiving the highest number of votes shall be elected to a term of four (4) years.

Section 3. The Authority will execute a joint election contract with the City of Benbrook and/or Tarrant County, as necessary for conducting the election, which shall be executed by the Authority’s General Manager. In accordance with Section 3(c) of the Authority’s Enabling Act, the presiding election judge(s) appointed by Tarrant County is/are appointed as the presiding election judge(s) of the Authority’s election of directors.

Section 4. Early voting by personal appearance will occur on the dates and times and at the main early voting polling location and all other branch early voting locations designated by Tarrant County, as set forth in Exhibit A, attached hereto and incorporated herein for all purposes. Any subsequent amendments to the early voting dates, times and locations by Tarrant County are hereby adopted by the District, and Exhibit A will be updated accordingly.

Section 5. The Tarrant County Elections Administrator is hereby designated as the Early Voting Clerk for the election. The Early Voting Clerk’s official mailing address is P.O. Box 961011, Fort Worth, Texas 76161-0011.

Section 6. The Early Voting Clerk shall be responsible for the Early Voting applications and ballots. Applications for voting by mail must be received no later than Friday, October 27, 2023, by mail, fax, or email to:

U.S. Mail: Elections Administrator
Tarrant County Elections
P.O. Box 961011
Fort Worth, TX 76161-0011

Fax: (817) 850-2344

Email: votebymail@tarrantcountytx.gov

Website: <https://www.tarrantcountytx.gov/en/elections.html>

If faxed or emailed, the original application must be mailed and received within 4 business days.

Section 7. Qualified persons may file as candidates for a place on the ballot by filing an application with the Authority from 8:00 a.m. to 6:00 p.m., Monday through Thursday, and from 8:00 a.m. to 5:00 p.m. on Friday. The deadline for filing an application for a place on the ballot is 5:00 p.m. on Monday, August 21, 2023.

Section 8. The Authority hereby designates Sheila Rushing as the Authority's agent for the election pursuant to Section 31.123, Texas Election Code. Ms. Rushing's office hours are from 8:00 a.m. to 6:00 p.m., Monday through Thursday, and from 8:00 a.m. to 5:00 p.m. on Friday, at the Authority's office location at 1121 Mercedes Street, Benbrook, TX 76126. The Authority's agent for the election is appointed through December 17, 2023. The Authority's agent for the election and the Authority's General Manager are authorized to take all actions necessary for conducting the election in accordance with the laws of the State of Texas.

AND IT IS SO ORDERED.

PASSED AND ADOPTED by a quorum of the Board of Directors on this 1st day of August, 2023.

BENBROOK WATER AUTHORITY

By: _____
Board President

Attest: _____
Board Secretary

