

**WORK SESSION AGENDA OF THE CITY COUNCIL OF HURST, TEXAS
CITY HALL, 1505 PRECINCT LINE ROAD
FIRST FLOOR CONFERENCE ROOM
TUESDAY, JANUARY 27, 2015 – 5:15 P.M.**

I. Call to Order

II. Informational Item(s)

III. Discussion of Agenda Item 2

Consider Resolution 1615 continuing support and participation in the Community Powered Revitalization program and agreeing to expenditures allowed under the Texas Local Government Code Chapter 380 for the promotion of economic development

Steve Bowden

IV. Discussion of Agenda Item 7

Consider Resolution 1611 supporting the enactment of federal legislation that requires the collection of state and local sales tax for Internet or online transactions

Clay Caruthers

V. Discussion of Agenda Item 8

Consider Resolution 1613 to support funding for the Texas Recreation and Park Account Program

Allan Heindel

VI. Discussion of Agenda Item 9

Consider Resolution 1612 calling the City of Hurst May 9, 2015 General Election

Rita Frick

VII. Discussion of Agenda Item(s) 10 and 11

Consider authorizing the city manager to enter into a Developer Agreement with TCG Hurst investors, L.P., for the development and cost of a traffic signal installation at State Highway 26/Grapevine Highway and Cogent Parkway/Lowe's driveway, 785 Grapevine Highway

Consider Resolution 1616 authorizing the city manager to enter into an Advanced Funding Agreement with the Texas Department of Transportation for the installation of a traffic signal at the intersection of State Highway 26/Grapevine Highway and Cogent Parkway/Lowe's driveway, 785 Grapevine Highway

Greg Dickens

VIII. Discussion of Agenda Item 12

Consider authorizing the city manager to enter into an Engineering Services Contract with Freese and Nichols for a study to determine a means of metering wastewater entering the City of Hurst from the City of Bedford

Ron Haynes

IX. Discussion of Agenda Item 13

Consider authorizing the city manager to purchase of two LifePak 15 Cardiac Monitors and enter into a service contract

David Palla

Posted by: _____

This the 23rd day of January 2015, by 5:00 p.m., in accordance with Chapter 551, Texas Government Code.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (817) 788-7041 or FAX (817) 788-7054, or call TDD 1-800-RELAY-TX (1-800-735-2989) for information or assistance.

**REGULAR MEETING AGENDA OF THE CITY COUNCIL OF HURST, TEXAS
CITY HALL, 1505 PRECINCT LINE ROAD
TUESDAY, JANUARY 27, 2015**

AGENDA:

5:15 p.m. - City Council Work Session (City Hall, First Floor Conference Room)

6:30 p.m. - City Council Meeting (City Hall, Council Chamber)

CALL TO ORDER

INVOCATION (Mayor Pro Tem Nancy Welton)

PLEDGE OF ALLEGIANCE

PRESENTATION(S) AND ACTION ITEM(S)

1. Community Powered Revitalization Presentation
2. Consider Resolution 1615 continuing support and participation in the Community Powered Revitalization Program and agreeing to expenditures allowed under the Texas Local Government Code Chapter 380 for the promotion of economic development

PERSON(S) TO BE HEARD

3. Bill Price, 217 Belmont Street, Hurst, Texas requested to speak regarding concerns at the Senior Center

CONSENT AGENDA

4. Consider approval of the minutes for the January 13, 2015 City Council meetings
5. Consider Ordinance 2279, second reading, SP-14-12, Dairy Queen, a site plan for Lot 2, Block 1, Thousand Oaks South Addition, being 1.10 acres located at 700 Airport Freeway
6. Consider Resolution 1614 adopting a Clean Fleet policy

RESOLUTION(S)

7. Consider Resolution 1611 supporting the enactment of federal legislation that requires the collection of state and local sales tax for Internet or online transactions
8. Consider Resolution 1613 to support funding for the Texas Recreation and Park Account Program

- 9. Consider Resolution 1612 calling the City of Hurst May 9, 2015 General Election

RESOLUTION AND RELATED ITEM

- 10. Consider authorizing the city manager to enter into a Developer Agreement with TCG Hurst investors, L.P., for the development and cost of a traffic signal installation at State Highway 26/Grapevine Highway and Cogent Parkway/Lowe’s driveway, 785 Grapevine Highway
- 11. Consider Resolution 1616 authorizing the city manager to enter into an Advanced Funding Agreement with the Texas Department of Transportation for the installation of a traffic signal at the intersection of State Highway 26/Grapevine Highway and Cogent Parkway/Lowe’s driveway, 785 Grapevine Highway

ACTION ITEM(S)

- 12. Consider authorizing the city manager to enter into an Engineering Services Contract with Freese and Nichols for a study to determine a means of metering wastewater entering the City of Hurst from the City of Bedford
- 13. Consider authorizing the city manager to purchase of two LifePak 15 Cardiac Monitors and enter into a service contract

OTHER BUSINESS

- 14. Review of the following advisory board meeting minutes:
 - Teen Court Advisory Board
- 15. Review of upcoming calendar items
- 16. City Council Reports

PUBLIC INVITED TO BE HEARD – A REQUEST TO APPEAR CARD MUST BE COMPLETED AND RETURNED TO THE CITY SECRETARY TO BE RECOGNIZED

ADJOURNMENT

Posted by: _____

This 23rd day of January 2015, by 5:00 p.m., in accordance with Chapter 551, Texas Government Code.

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City Council Staff Report

SUBJECT: Community Powered Revitalization Program Presentation	
Supporting Documents:	
	Meeting Date: 1/27/2015 Department: Development Reviewed by: Steve Bowden City Manager Review:
Background/Analysis:	
A Community Powered Revitalization Program presentation will be provided.	
Funding and Sources:	
There is no fiscal impact.	
Recommendation:	
There is no staff recommendation on this item.	

City Council Staff Report

SUBJECT: Consider approval of Resolution 1615 continuing support and participation in the Community Powered Revitalization program and agreeing to expenditures allowed under the Texas Local Government Code Chapter 380 for the promotion of economic development

Supporting Documents:

Resolution 1615

Meeting Date: 1/27/2015
 Department: Development
 Reviewed by: Steve Bowden
 City Manager Review:

Background/Analysis:

The City Council has prioritized community integrity and revitalization as part of their strategic planning process. In 2010, the City agreed to partner with the City of Euless and 6Stones Mission Network in the Community Powered Revitalization "CPR" program. Since then Bedford, Richland Hills, Watauga, and Cleburne have joined the program. CPR focuses on exterior improvements, debris removal, landscaping and other improvements at qualified homes of the elderly, disabled, and low income head of household residents in Hurst.

The City of Hurst Employee Giving Day has provided outreach to those in need to maintain their property for over 16 years. The EGD program not only improves the community, but also allows employees to give back to many neighbors and taxpayers within the City.

Partnering with CPR has supported the goals of the EGD program by allowing the City to access a broader range of volunteers and corporate support and to offer assistance to more homeowners. 6Stones employs staff to support the CPR program and each City pays an annual lump sum of \$25,000 towards CPR staff salary.

Funding and Sources:

The funding is budgeted in Special Projects.

Recommendation:

Staff recommends that City Council approve Resolution 1615, supporting the Community Powered Revitalization Program and authorizing the City Manager to make payments to 6Stones, as allowed under the Texas Local Government Code Chapter 380, based on projects completed, in an amount not to exceed \$25,000, and a one-time lump sum payment of \$25,000, to support CPR staff.

RESOLUTION 1615

A RESOLUTION SUPPORTING AND ADOPTING THE COMMUNITY POWERED REVITALIZATION “CPR” PROGRAM AS PART OF THE ECONOMIC DEVELOPMENT EFFORTS OF THE CITY OF HURST, TEXAS PURSUANT TO AND IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE, SECTION 380

WHEREAS, as part of the long range planning and future revitalization efforts of the City of Hurst, the Mayor and City Council have authorized the City Manager’s Office to embark on a program of residential structure rehabilitation for the purpose of preservation and protection of the ad valorem property tax base; and

WHEREAS, home restoration projects are deemed to be of economic benefit to the City of Hurst and contribute to sustaining the City’s property values; and

WHEREAS, on July 27, 2007, the Hurst City Council authorized the City Manager to expend funds for the “Tarrant County HOME Investment Partnership Program” in partnership with Tarrant County and HUD, also to promote the City’s revitalization and economic improvement goals by repairing older homes; and

WHEREAS, the Hurst City Attorney’s Office reviewed State statutes and the City Charter and determined that the City of Hurst can establish grants of funds for purposes of promoting local economic development and business and commercial activity within the City, and the stabilization of the ad valorem tax base directly impacts the economic development of the City at both the residential and commercial levels, pursuant to and in accordance with the Texas Local Government Code section 380 as noted; and

WHEREAS, Hurst land mass and its inability to expand geographically heighten the importance of making the best use of existing residential development; and

WHEREAS, many houses in Hurst were built in the 1950’s and 1960’s and are exhibiting various stages of decline which has a major impact on the deterioration of the real estate property tax base throughout the City through a ripple effect; and

WHEREAS, the demand for city government services may remain constant or expand over time even though the older residential tax base may decline, thereby creating a situation whereby remaining property owners have to assume the burden of paying a larger portion of tax revenue in order to maintain city service levels; and

WHEREAS, the Texas Local Government Code Chapter 380 allows a city to provide incentives consisting of loans and grants of city funds, use of city personnel, facilities and services with or without charge, for the promotion of economic development; and

WHEREAS, the promotion of the redevelopment of existing housing stock in the City promotes economic development within the City and is essential for the continued economic growth of the City and it is well established that the availability of quality housing stock encourages the relocation of business and attracts new business enterprises, as well as the expansion of existing business enterprises with the City, which in turn stimulates growth, creates jobs, and increases property and sales tax revenues since business will look to the available housing stock to meet the needs of management and the work force; and

WHEREAS, preservation and improvement of the housing stock is a major contributing factor to the economic health and growth of the City, which in turn stimulates trade and commerce and reduces unemployment, contributing to the well-being and economic growth of the community; and

WHEREAS, cities too numerous to mention have established residential revitalization programs, including but not limited to Fort Worth, Richardson, Garland, Farmers Branch, Arlington, and others.

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

Section 1: **THAT** the City Council of the City of Hurst supports and approves the Community Powered Revitalization “CPR” Program in partnership with 6Stones Network as described in staff reports recommending this resolution and deems CPR a valuable and important economic development tool.

Section 2: **THAT** the City Council of the City of Hurst adopts the Community Powered Revitalization “CPR” Program as described as part of the City’s economic development efforts to help stabilize the residential tax base of Hurst for future generations, as well as for the health, safety, and welfare of the entire citizenry of Hurst. The City Council encourages participation in this program and supports the ability of non-profit organizations to partner in the Community Powered Revitalization “CPR” Program.

Section 3: **THAT** the Hurst City Council in an effort to create safe, livable neighborhoods, and for the ultimate purpose of maintaining property values, the City may transfer properties, homes, or vacant lots held in trust by the City of Hurst to 6Stones Mission Network for the purpose of revitalizing or building homes or structures deemed appropriate to revitalize a neighborhood. Such transference will be considered on a case by case basis and requires approval by the City Council.

Section 4: THAT the City Council of the City of Hurst authorizes the City Manager to pay 6Stones Network a lump sum of \$25,000 for direct CPR program staff support in 2015.

Section 5: THAT the City Council of the City of Hurst authorizes the City Manager to pay 6Stones Network a 30% local match for materials, supplies, and specialty trade labor at CPR sponsored home renovations in Hurst in 2015, based on verifiable receipts, not to exceed \$25,000 total for the year. Expenses to be matched may include actual or donated goods, labor, or services.

Section 6: THAT in such cases which are deemed appropriate by the City Manager, said funds may be used for grant matching requirements to bring additional funds into projects in Hurst. The City Manager may use his discretion in determining whether a particular expense item will be considered for reimbursement by the City of Hurst as part of this program.

AND IT IS SO RESOLVED.

Passed by a vote of __ to __ on this the 27th day of January 2015.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Richard Ward, Mayor

Approved as to form and legality:

City Attorney

City Council Staff Report

SUBJECT: Request to speak from Bill Price, 217 Belmont Street, Hurst, Texas, regarding driving safety at Senior Center

Supporting Documents:

Meeting Date: 1/27/2015
Department: City Secretary
Reviewed by: Rita Frick
City Manager Review:

Background/Analysis:

Bill Price, 217 Belmont Street, Hurst, Texas, wishes to speak regarding driving safety at the Senior Center.

Funding and Sources:

There is no fiscal impact.

Recommendation:

There is no staff recommendation on this item.

Minutes
Hurst City Council
Work Session
Tuesday, January 13, 2015

DRAFT

On the 13th day of January 2015, at 5:15 p.m., the City Council of the City of Hurst, Texas, convened in Work Session at Hurst City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

Richard Ward	)	Mayor
Nancy Welton	)	Mayor Pro Tem
Larry Kitchens	)	Councilmembers
Anna Holzer)	
Henry Wilson)	
Bill McLendon)	
David Booe)	
Allan Weegar	)	City Manager
John Boyle	)	City Attorney
Jeff Jones	)	Assistant City Manager
Clay Caruthers	)	Assistant City Manager
Rita Frick	)	City Secretary
Ron Haynes	)	Executive Director of Public Works
Michelle Lazo	)	Managing Director of Development
Greg Dickens	)	City Engineer
Joe Villa	)	Manager of Public Works

With the following Councilmembers absent: none, constituting a quorum; at which time, the following business was transacted:

- I. Call to Order** – The meeting was called to order at 5:35 p.m.

- II. Informational Item(s)** – City Manager Allan Weegar noted several questions added to the citizen’s survey including the regulation of e-cigarettes and hands free devices. He stated the Strategic Planning Session would include the review of zoning categories. Also noted were calls staff received regarding the lease vehicle tax.

- III. Discussion of Agenda Item(s) 5 and 6**
Conduct a public hearing to consider SP-14-12, Dairy Queen, a site plan for Lot 2, Block 1, Thousand Oaks South Addition, being 1.10 acres located at 700 Airport Freeway.

Consider Ordinance 2279, first reading, SP-14-12, Dairy Queen, a site plan for Lot 2, Block 1, Thousand Oaks South Addition, being 1.10 acres located at 700 Airport Freeway. Managing Director of Development Michelle Lazo briefed Council regarding the project noting a masonry fence, turning into a wrought iron fence at the end of the residential property behind the project. Mayor Ward recognized a citizen at the work session who expressed concern regarding traffic congestion during the opening of the Dairy Queen.

IV. Discussion of Agenda Item(s) 7

Consider Resolution 1610 authorizing the city manager to apply for a Flood Protection Planning Grant for the Valley View Branch Watershed with the Texas Water Development Board. City Engineer Greg Dickens briefed Council on the proposed Resolution and stated the grant will help with the cost of the watershed flood protection planning study. Also noted is the cost participation from the Cities of Fort Worth and Bedford.

V. Discussion of Agenda Item(s) 8

Consider authorizing the city manager to enter into the first one-year extension to a Professional Facilitations Agreement with The Management Connection and update on The Hurst Way Program. City Manager Allan Weegar reviewed the proposed contract extension and stated The Management Connection President Joe Gonzalez will provide an update of The Hurst Way program in regular session.

VI. Discussion of Agenda Item(s) 9

Consider authorizing the City Manager to award the purchase of the Trailer Mounted Vacuum Pumping System to CLS Sewer Equipment Company, Inc. Manager of Public Works Joe Villa briefed Council on the proposed Trailer Mounted Vacuum Pumping System noting the digging equipment's capabilities to decrease the likelihood of breaking underground utilities, the ease of use as compared to the truck mounted unit, and the Texas Commission on Environmental Quality's requirement regarding a cross connection unit.

City Manager Allan Weegar noted, as an Information Item, that staff is surveying traffic patterns at the Senior Center and monitoring moisture issues at the pool utilized for the Senior Swim programs.

VII. Adjournment

The work session adjourned at 6:12 p.m.

APPROVED this the 27th day of January 2015.

ATTEST:

Rita Frick, City Secretary

APPROVED:

Richard Ward, Mayor

**City of Hurst
City Council Minutes
Tuesday, January 13, 2015**

DRAFT

On the 13th day of January 2015, at 6:30 p.m., the City Council of the City of Hurst, Texas, convened in Regular Meeting at City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

Richard Ward	)	Mayor
Nancy Welton	)	Mayor Pro Tem
Larry Kitchens	)	Councilmembers
Anna Holzer)	
Henry Wilson)	
Bill McLendon)	
David Booe)	
Allan Weegar	)	City Manager
John Boyle	)	City Attorney
Jeff Jones	)	Assistant City Manager
Clay Caruthers	)	Assistant City Manager
Ron Haynes	)	Executive Director of Public Works
Rita Frick	)	City Secretary
Michelle Lazo	)	Managing Director of Development
Greg Dickens	)	City Engineer
Joe Villa	)	Manager Public Works

With the following Councilmembers absent: none, constituting a quorum; at which time, the following business was transacted:

The meeting was called to order at 6:30 p.m.

Councilmember Henry Wilson gave the Invocation.

The Pledge of Allegiance was given.

PROCLAMATION(S)

1. Presentation of Proclamation recognizing Eagle Scout Joel Hodges

CONSENT AGENDA

2. Considered approval of the minutes for the December 9, 16, and 23, 2014 City Council meetings.
3. Considered Ordinance 2277, second reading, SP-14-07 Medifacts Medical Office and Ambulatory Surgery Center, a site plan for Lot B2R2, Block 35, Valentine Oaks Addition, being 4.35 acres, located at 1200 Precinct Line Road.

4. Considered Ordinance 2278, second reading, SP-14-10 Pet Supplies Plus, a site plan approval for Lot C, Block 1, Shady Oaks West Addition, being 1.32 acres located at 1616 Precinct Line Road.

Councilmember Welton moved to adopt the consent agenda. Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

Ayes: Councilmembers McLendon, Booe, Kitchens, Holzer, Wilson and Welton
No: None

PUBLIC HEARING(S) AND RELATED ITEM(S)

5. Conducted a public hearing to consider SP-14-12, Dairy Queen, a site plan for Lot 2, Block 1, Thousand Oaks South Addition, being 1.10 acres located at 700 Airport Freeway. Mayor Ward announced a public hearing to consider SP-14-12, Dairy Queen, a site plan for Lot 2, Block 1, Thousand Oaks South Addition, being 1.10 acres located at 700 Airport Freeway and recognized Mr. Shelling, Southlake, Texas, who reviewed the proposed project. He noted the building was approximately 3,470 square feet with a seating capacity of 72, basically the standard Dairy Queen building. Mr. Shelling reviewed hours of operation, parking and LED lighting. He stated they are not requesting any variances and hope to be open before summer.

Managing Director of Development Michelle Lazo reviewed the area site noting the site was just east of the existing Golden Chick. She stated they will share access and the landscaping meets City requirements. Also noted was the 8 foot masonry wall to the residential line, and then wrought iron with a possible gate from the park to the development. Ms. Lazo reviewed signage and stated it also meets City code.

There being no one else to speak, Mayor Ward closed the public hearing.

In response to Councilmembers' questions, Ms. Lazo stated the lighting was zero foot candle and will comply with City codes. She stated no signs were on the north that will reflect on the residential neighborhood and reviewed the driveways and access.

6. Considered Ordinance 2279, first reading, SP-14-12, Dairy Queen, a site plan for Lot 2, Block 1, Thousand Oaks South Addition, being 1.10 acres located at 700 Airport Freeway.

Councilmember McLendon moved to approve SP-14-12, Dairy Queen, a site plan for Lot 2, Block 1, Thousand Oaks South Addition, being 1.10 acres located at 700 Airport Freeway and Ordinance 2279. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

Ayes: Councilmembers McLendon, Booe, Kitchens, Holzer, Wilson and Welton
No: None

RESOLUTION(S)

7. Considered Resolution 1610 authorizing the city manager to apply for a Flood Protection Planning Grant for the Valley View Branch Watershed with the Texas Water Development

Board. Mayor Ward recognized City Engineer Greg Dickens who reviewed the proposed Flood Protection Grant with the Texas Water Development Board for the Valley View Branch Watershed. He stated this is a 50/50 grant and reviewed the cost sharing of the participating cities and the scope of the study, which will clearly define the FEMA Flood Plain.

In response to Councilmembers' questions, City Manager Allan Weegar explained the competitive nature for the grant funds. He also noted another benefit to this study is identifying a major restriction at Highway 10 in the City of Fort Worth.

Councilmember Wilson moved to approve Resolution 1610 authorizing the city manager to apply for a Flood Protection Planning Grant with the Texas Water Development Board for the Valley View Branch Watershed. Motion seconded by Councilmember Holzer. Motion prevailed by the following vote:

Ayes: Councilmembers McLendon, Booe, Kitchens, Holzer, Wilson and Welton

No: None

ACTION ITEM(S)

8. Considered authorizing the city manager to enter into the first one-year extension to a Professional Facilitations Agreement with The Management Connection and Update on The Hurst Way Program. Mayor Ward recognized City Manager Allan Weegar who reviewed the Professional Facilitations Agreement extension and introduced The Management Connection President Joe Gonzalez. Mr. Gonzalez reviewed the City's latest initiative, The Hurst Way and complimented the Council and Management for their long term thinking and planning. City Manager Allan Weegar noted the uniqueness of the organization and programs created from the lowest levels of the organization. He stated there is still more to be done and training to be continued and that Joe is very valuable to the facilitation of these programs.

Councilmember Wilson moved to authorize the city manager to enter into the first one-year extension of the current contract with The Management Connection. Motion seconded by Councilmember Kitchens. Motion prevailed by the following vote:

Ayes: Councilmembers McLendon, Booe, Kitchens, Holzer, Wilson and Welton

No: None

9. Considered authorizing the City Manager to award the purchase of the Trailer Mounted Vacuum Pumping System to CLS Sewer Equipment Company, Inc. Mayor Ward recognized Manager of Public Works Joe Villa who reviewed the proposed Trailer Mounted Vacuum Pumping System. He noted the digging equipment's capabilities to decrease the likelihood of breaking underground utilities, the ease of use as compared to the truck mounted unit, and the Texas Commission on Environmental Quality's requirement regarding a cross connection unit. He stated the cost is \$79,916.00, and is included in the FY 2014-2015 budget.

In response to Councilmembers' questions, Mr. Villa stated the equipment will allow more access than the truck unit, the unit will be used on a daily basis and the life expectancy is approximately 15 to 25 years.

Councilmember Kitchens moved to authorize the city manager to award the bid reference number 15-001 to CLS Sewer Equipment Co., Inc., and approve the purchase of a Trailer Mounted Vacuum Pumping system, in the amount of \$79,916.00. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

Ayes: Councilmembers McLendon, Booe, Kitchens, Holzer, Wilson and Welton

No: None

OTHER BUSINESS

10. Council reviewed of the following advisory board meeting minutes:
 - Planning and Zoning Commission
 - Parks and Recreation Board
 - Hurst Senior Citizens Advisory Board
 - Library Board
11. Review of upcoming calendar items – City Manager Allan Weegar reviewed the following calendar :
 - Regular City Council meeting – January 27, 2015
 - Regular City Council meeting – February 10, 2015
 - Town Hall Report to the Community – February 12, 2015
12. City Council Reports – Councilmember Wilson noted a conference call with the Texas Municipal League staff to discuss recent comments by the Governor-elect regarding limiting city regulations. Councilmember Kitchens noted a *Star Telegram* article regarding the Governor-elect's comments and that the City may want to consider support for the Internet Fair Taxation.

PUBLIC INVITED TO BE HEARD – A REQUEST TO APPEAR CARD MUST BE COMPLETED AND RETURNED TO THE CITY SECRETARY TO BE RECOGNIZED.

No one spoke.

ADJOURNMENT

The meeting adjourned at 7:42 p.m.

APPROVED this the 27th day of January 2015.

ATTEST:

Rita L. Frick, City Secretary

APPROVED:

Richard Ward, Mayor

City Council Staff Report

SUBJECT: SP-14-12 Dairy Queen, a site plan approval for a portion of Lot 2, Block 1, Thousand Oaks South Addition, being 1.10 acres located at 700 Airport Freeway

Supporting Documents:

Ordinance 2279

Meeting Date: 1/27/2015

Department: Development

Reviewed by: Steve Bowden

City Manager Review:

Background/Analysis:

An application has been made by JDJR Engineering on behalf of Dairy Queen Restaurants for a site plan approval for a portion of Lot 2, Block 1, Thousand Oaks South Addition, being 1.10 acres located at 700 Airport Freeway. The applicant is requesting the site plan approval to construct a new Dairy Queen with 3,475 square feet and a drive-thru. The property is zoned GB-PD (General Business Planned Development).

Dairy Queen is expanding their presence in the metroplex and currently has a new restaurant on Highway 157 in Euless. The site plan indicates that the restaurant will be situated to the east of Golden Chick facing Airport Freeway. The lot will share access with QuikTrip, In-N-Out Burger, and Golden Chick through the existing driveways.

Dairy Queen has a large volume of drive-thru traffic. The lot has been designed to allow a long queue for the drive-thru around the building.

The applicant is proposing to add 16 Live Oaks, four (4) Crape Myrtles, four (4) Windmill Palm, Dwarf Yaupon and Clarissa Hollies, Knock-Out Roses, Red Yucca and seasonal beds. The applicant will also extend the eight-foot masonry screening wall on the north, along the residential property, but will transition to a wrought iron fence across the City of Hurst park property to the east.

The building elevation indicates a tan brick and brown veneer stone building façade with EIFS cornice accents and red metal awnings over the door and windows. The structure will have red, blue, and orange metal accent walls and a blue neon accent light around the front and sides of the building.

The applicant is requesting a DQ logo building sign with 82 sq. ft. on each elevation and a restaurant sign with 42 sq. ft. on the east and west elevation. Dairy Queen also uses changeable poster signs with 10 sq. ft. and is requesting three (3) on the east and west elevation and on the dumpster gates. Also requested is a 48 ft. pole sign with 187 sq. ft. of sign area per face on Airport Freeway.

Funding and Sources:

There is no fiscal impact.

Recommendation:

The Planning and Zoning Commission met on Monday, January 5, 2015, and voted 6-0 to recommend approval of SP-14-12 Dairy Queen restaurant.

ORDINANCE 2279

AN ORDINANCE ADOPTING A SITE PLAN APPROVAL FOR LOT 2, BLOCK 1, THOUSAND OAKS SOUTH ADDITION, BEING 1.10 ACRES LOCATED AT 700 AIRPORT FREEWAY, SP-14-12

WHEREAS, notice of a hearing before the Planning and Zoning Commission was sent to real property owners within 200 feet of the property herein described at least 10 days before such hearing; and,

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Hurst at least 15 days before such hearing; and,

WHEREAS, notices were posted on the subject land as provided by the Zoning Ordinance; and,

WHEREAS, public hearings to change the site plan on the property herein described were held before both the Planning and Zoning Commission and the City Council, and the Planning and Zoning Commission has heretofore made a recommendation concerning the site plan change; and,

WHEREAS, the City Council is of the opinion that the site plan change herein effectuated furthers the purpose of zoning as set forth in the Comprehensive Zoning Ordinance and is in the best interest of the citizens of the City of Hurst.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HURST, TEXAS:

Section 1. THAT the Comprehensive Zoning Ordinance of the City of Hurst is hereby amended by adopting a site plan approval with exhibits A-D for Lot 2, Block 1, Thousand Oaks South Addition, being 1.10 acres located at 700 Airport Freeway.

AND IT IS SO ORDERED.

Passed on the first reading on the 13th day of January 2015 by a vote of 6 to 0.

Approved on the second reading on the 27th day of January 2015 by a vote of _ to _.

ATTEST:

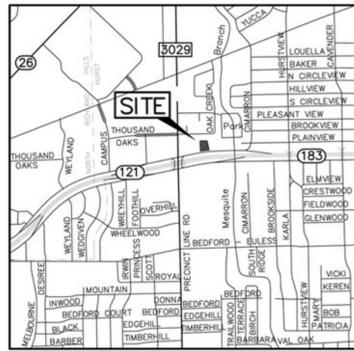
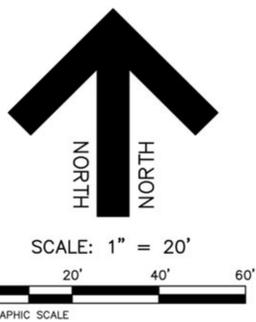
CITY OF HURST

Rita Frick, City Secretary

Richard Ward, Mayor

Approved as to form and legality:

City Attorney



* VICINITY MAP *
(NOT TO SCALE)
MAPSCO NO. 53E

*** LEGAL DESCRIPTION ***

BEING a tract of land located in the William W. Wallace Survey, Abstract No. 1607, City of Hurst, Tarrant County, Texas, and being a portion of Lot 2, Block 1, Thousand Oaks South Addition, an addition to the City of Hurst, Tarrant County, Texas, according to the Final Plat filed for record under the County Clerk's File No. D210155073, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), and being a portion of that certain tract of land described in the deed to said The Morash Family Limited Partnership, filed for record under the County Clerk's File No. D206038266, O.P.R.T.C.T., and being more particularly described as follows:

COMMENCING at a 3/8 inch iron rod found with a plastic cap stamped "TXDOT ADL" on the common line of Lot 1R1, Block 42, QT 860 Addition, an addition to the City of Hurst, Tarrant County, Texas, according to the plat filed for record under the County Clerk's File No. D210037143, O.P.R.T.C.T. and Lot 1, Block 1, of said Thousand Oaks South Addition, same point also being in north right-of-way line of State Highway No. 121/183;

THENCE North 79° 33' 20" East continuing along the said north right-of-way line of State Highway No. 121/183 for a distance of 146.81 feet to a brass monument found for corner;

THENCE North 86° 25' 04" East continuing along the said north right-of-way line of State Highway No. 121/183 for a distance of 105.06 feet to a brass monument found for corner;

THENCE North 79° 56' 34" East continuing along the said north right-of-way line of State Highway No. 121/183 for a distance of 46.82 feet to a brass monument found for corner;

THENCE North 80° 13' 30" East continuing along the said north right-of-way line of State Highway No. 121/183 for a distance of 27.24 feet to a brass monument found for corner, same point being the being of a curve to the right having a radius of 7,520.00 feet, an included angle of 1° 55' 13", and a chord distance of 252.03 feet that bears North 81° 17' 20" East;

THENCE in northerly direction along said curve to the right and continuing along the said north right-of-way line of State Highway No. 121/183 for an arc length of 252.03 feet to the POINT OF BEGINNING;

THENCE North 16° 19' 43" West, departing the north right-of-way line of said State Highway No. 121/183, a distance of 229.85 feet, to a 5/8 inch iron rod set with a cap stamped "JDJR" (hereinafter referred to as an iron rod set), on the south line of Thousand Oaks Addition, an addition to the City of Hurst, Tarrant County, Texas, according to the plat filed for record in Volume 388-34, Page 62, Plat Records, Tarrant County, Texas;

THENCE North 89° 39' 09" East, along the south line of said Thousand Oaks Addition, a distance of 249.20 feet, to an iron rod set;

THENCE South 7° 01' 03" East, departing said south line, a distance of 198.13 FEET, to an iron rod set on the north right-of-way line of the aforesaid State Highway No. 121/183, and being on a curve to the left having a radius of 7,250.00 feet, an included angle of 01° 36' 10", and a chord distance of 210.35 feet that bears South 83° 02' 45" West;

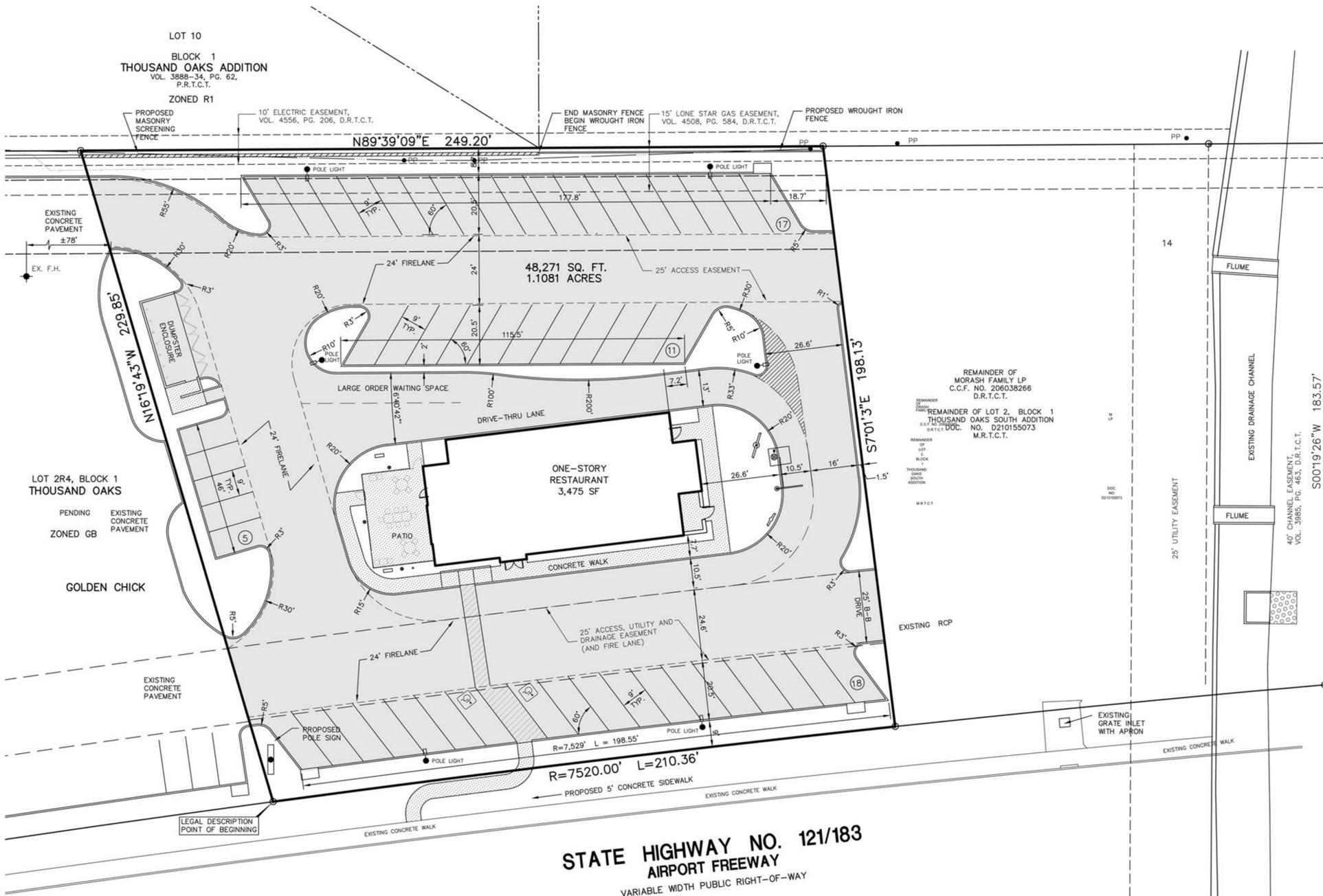
THENCE along said curve to the left and in a southwesterly direction with said north right-of-way line for an arc length of 210.36 feet to the POINT OF BEGINNING, and containing 1.1081 acres (48,271 square feet) of land, more or less.

NOTES:

- ALL CONSTRUCTION TO BE DONE IN STRICT ACCORDANCE TO THESE PLANS AND ALL APPLICABLE MUNICIPAL CODES AND STANDARDS.
- ALL DIMENSIONS SHOWN ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
- SEE ARCHITECTURAL PLANS FOR ALL BUILDING DIMENSIONS AND DETAILS.
- THE CITY OF HURST REQUIRES A PRE-CONSTRUCTION MEETING PRIOR TO STARTING ANY WORK. PLEASE CONTACT THE CITY OF HURST PROJECT MANAGER, JIM JUNEAU AT 817-788-7078 OR JJUNEAU@HURSTTX.GOV.
- THE CITY OF HURST REQUIRES MAINTENANCE BONDS, PERMITS AND FEES BE PAID FOR ALL PUBLIC UTILITIES AND/OR PAVEMENT IN THE RIGHT-OF-WAY PRIOR TO ANY WORK BEING DONE. THIS SAME PERMIT PROVIDES A NUMBER FOR CITY LINE LOCATES. ALL THIS WORK IS COORDINATED WITH THE CITY PROJECT MANAGER AS MENTIONED ABOVE IN NOTE NO. 4.
- CONTRACTOR MUST OBTAIN NECESSARY PERMITS FROM THE CITY OF HURST FOR WORK TO BE DONE IN STATE HIGHWAY RIGHT-OF-WAY.
- MASONRY SCREENING WALL TO MATCH EXISTING SCREENING TO THE WEST.

SITE DATA

SITE AREA	48,271 SQUARE FEET
ZONING	GB (GENERAL BUSINESS)
PROPOSED USE	RESTAURANT
PROPOSED BUILDING	
INDOOR	3,475 SQUARE FEET
OUTSIDE DINING	665 SQUARE FEET
TOTAL	4,140 SQUARE FEET
PARKING REQUIRED (1/125 SF)	33 SPACES
PARKING PROVIDED	50 SPACES (INCLUDING 2 H.C.)
BUILDING HEIGHT	28 FEET (1 STORY)
FLOOR AREA RATIO	0.072:1 OR 7.21%



STATE HIGHWAY NO. 121/183
AIRPORT FREEWAY
VARIABLE WIDTH PUBLIC RIGHT-OF-WAY

OWNER:
MORASH FAMILY, LP
22 LELANDS PATH
EDGARTOWN, MA 02539-4309
TEL: 503-627-6687

JDJR ENGINEERS & CONSULTANTS, INC.
TSBP REGISTRATION NUMBER F-8527
ENGINEERS • SURVEYORS • LAND PLANNERS
2500 Texas Drive Suite 100 Irving, Texas 75062
Tel: 972-252-4049 (6357) Fax: 972-252-8988



PROJECT:
DAIRY QUEEN RESTAURANT
STATE HIGHWAY 121/183
(AIRPORT FREEWAY)
HURST, TEXAS

REVISIONS:

DATE	REVISION
11-26-14	DRC COMMENTS
12-18-14	CITY COMMENTS

SHEET TITLE
SITE PLAN

DATE: 11-3-14
SCALE: 1" = 20'
DRAWN BY: JDJR
CHECKED BY: JDJR
SHEET NO.
1 OF 1
JDJR FILE NO. 1025-10-14

C:\jdr\proj\2014\1025-10-14-DQ-HURST-183-at-Precinct-Line\Civil\1025-10-14-DQ-Hurst-Site-Plan-12182014.dwg, 12/18/2014, 9:35:43 AM, JDJR Engineers & Consultants, Inc. - jdr



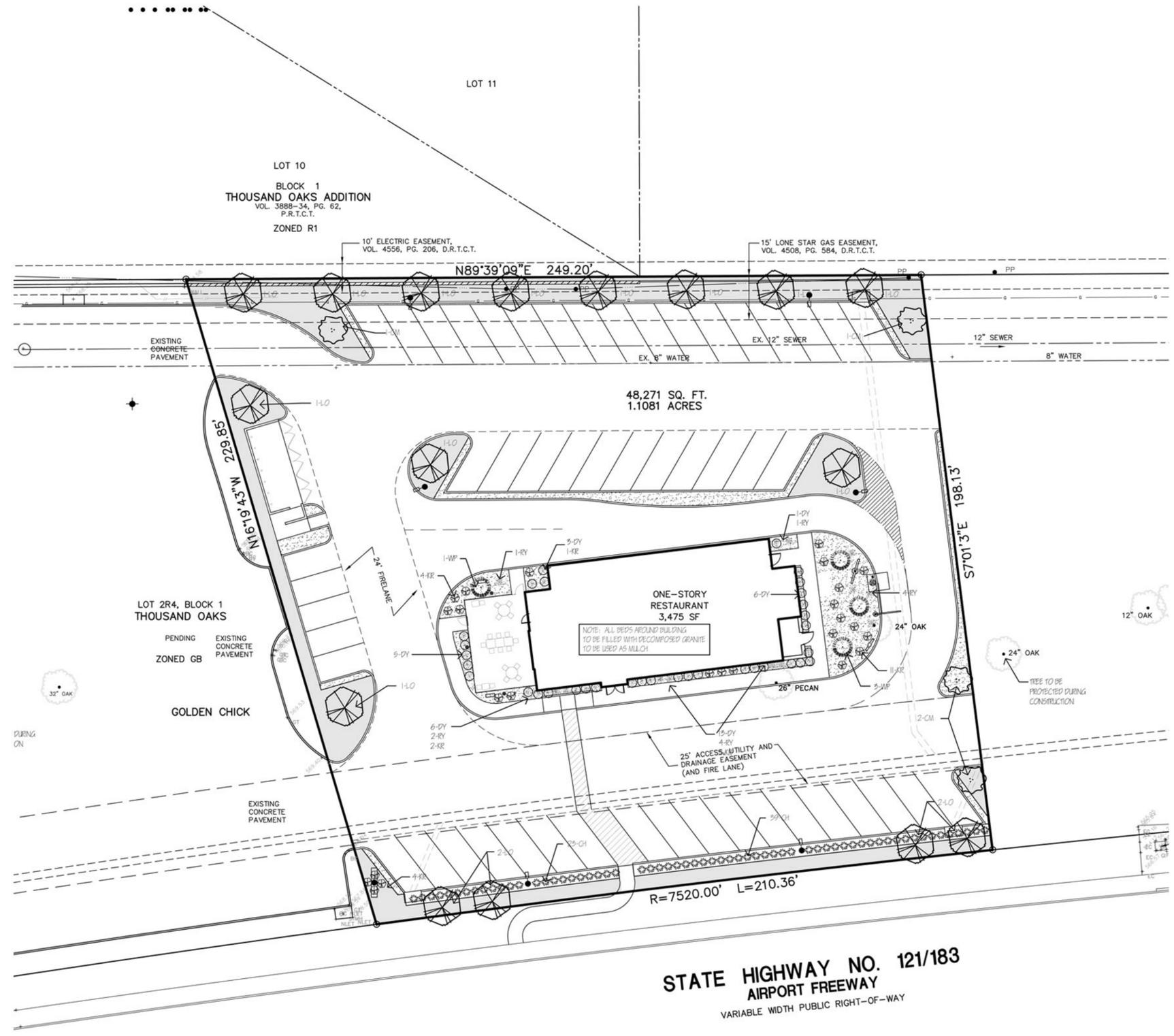
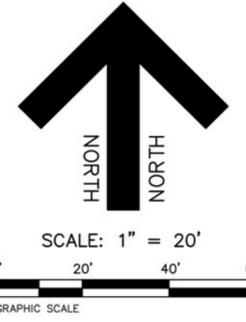
PROJECT: **DAIRY QUEEN RESTAURANT**
 STATE HIGHWAY 121/183
 (AIRPORT FREEWAY)
 HURST, TEXAS

REVISIONS:

DATE	REVISION
11-26-14	DRC COMMENTS

SHEET TITLE
LANDSCAPE PLAN AND TREE SURVEY

DATE: NOV. 3, 2014
 SCALE: 1" = 20'
 DRAWN BY: SAS
 CHECKED BY: JDJR
 SHEET NO.
L1 OF 1
 JDJR FILE NO. 1025-10-14



PLANT SCHEDULE

COMMON NAME	BOTANICAL NAME	QUANTITY	SIZE	SPACING	REMARKS
LIVE OAK	QUERCUS VIRGINIANA	16	3" CAL.	AS SHOWN	BALLED/BURLAP
CREPE MYRTLE	LAGERSTROEMIA INDICA	4	6' HGT.	AS SHOWN	BALLED/BURLAP
WINDMILL PALM	TRACHYCARPUS FORTUNEI	4	6' HGT.	AS SHOWN	BALLED/BURLAP
DWF CLARISSA HOLLY	ILEX CORNUTA CLARISSA	62	5 GAL.	36" O.C.	CONTAINER
DWF YAUPON HOLLY	ILEX VOMITORIA NANA	34	5 GAL.	36" C-C	CONTAINER
KNOCKOUT ROSES	ROSA "KNOCKOUT"	25	5 GAL.	AS SHOWN	CONTAINER
RED YUCCA	HESPERALOE PARVIFLORA	12	5 GAL.	AS SHOWN	CONTAINER
DECOMPOSED GRANITE	-	2,100 S.F.	-	-	-
BERMUDA TURF	CYNADON DACTYLON	5,915 S.F.	-	-	HYDROMULCH OR SOLID SOD

LANDSCAPE TABULATIONS

SITE AREA	48,271 SQUARE FEET
PARKING PROVIDED	50 SPACES
TOTAL LANDSCAPING REQUIRED	15% OR 7,240 SQUARE FEET
TOTAL LANDSCAPING PROVIDED	9,776 SQUARE FEET (20.2%)
LANDSCAPE STREET SETBACK REQUIRED	15 FEET
LANDSCAPE STREET SETBACK PROVIDED	9 FT MINIMUM
STREET TREES REQUIRED (1/50LF)	210/50 = 4 TREES
STREET TREES PROVIDED	4 TREES
STREET SHRUBS REQUIRED	210/50 = 42 SHRUBS
STREET SHRUBS PROVIDED	64 SHRUBS (PARKING LOT SCREENING)
PARKING LOT LANDSCAPING	
1 LARGE TREE/20 SPACES REQUIRED	50/20 = 3 TREES
PARKING LOT TREES PROVIDED	8 TREES
PARKING LOT LANDSCAPING REQUIRED	5% (33,079 x 0.05) = 1,654 SQUARE FEET
PARKING LOT LANDSCAPING PROVIDED	2,803 SQUARE FEET (8.5%)

EXISTING TREE CHART

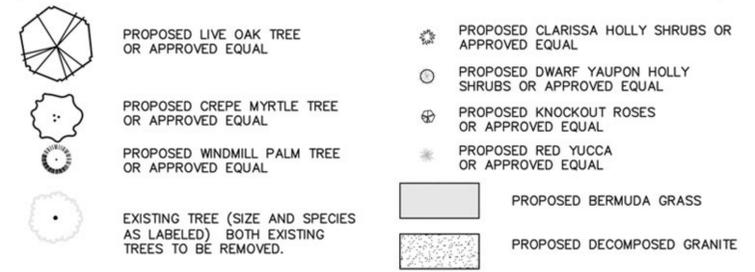
SIZE & TYPE	PRESERVE	REMARKS
26" PECAN	NO	WITHIN PARKING LOT
24" OAK	NO	WITHIN PARKING LOT

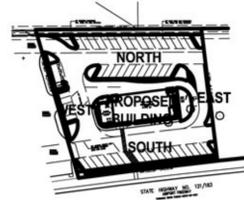
NOTE: ALL LANDSCAPED AREAS TO BE IRRIGATED WITH AN UNDERGROUND AUTOMATIC SPRINKLER SYSTEM.

LANDSCAPE NOTES:

- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR IN ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES AND LINE RUNS.
- CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES PER DRAWING AND SPECIFICATIONS BY LANDSCAPE DESIGNER. PLANT QUANTITIES HAVE BEEN PROVIDED AS A CONVENIENCE ONLY TO THE CONTRACTOR AND SHALL NOT BE CONSIDERED ABSOLUTE.
- ALL BED AREAS SHALL BE ROTOTILLED TO A DEPTH OF 6" ADDING PLANTING SOIL MIXTURE DURING PROCESS. THE LEVEL OF THE BED AREAS SHOULD BE LEFT 3" ABOVE THE PROPOSED FINISHED GRADE TO ALLOW FOR COMPACTION AND SETTLEMENT.
- AFTER SETTLEMENT AND COMPACTION ALL PLANTING BEDS SHALL RECEIVE A 2" (MIN) LAYER OF SHREDED CYPRESS MULCH.
- PLANTING SOIL MIXTURE FOR BED AREAS SHALL BE 50% EXISTING SOIL, 10% SHARP SAND 40% SOIL CONDITIONER (BACK TO EARTH OR EQUAL).
- ALL TREES ARE TO BE STAKED AND GUYED THROUGH THE ONE YEAR WARRANTY AT WHICH TIME THE OWNER SHALL DETERMINE IF REMOVAL IS NECESSARY.
- ALL BED AREAS SHALL BE SEPERATED FROM TURF AREAS USING RYERSON STEEL EDGING.

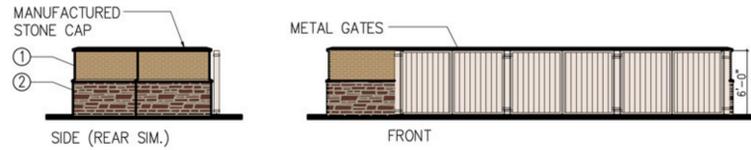
LANDSCAPE SYMBOLS





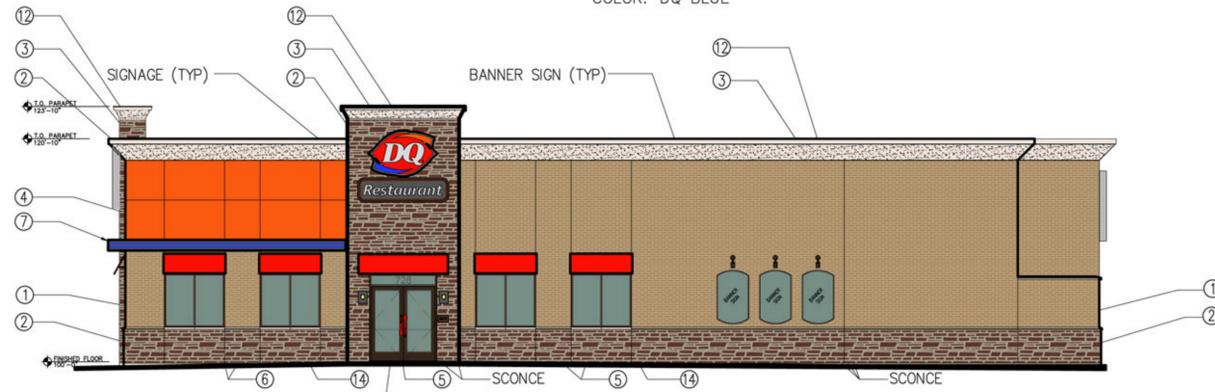
ELEVATION KEY PLAN

SCALE : 1"=128'-0"



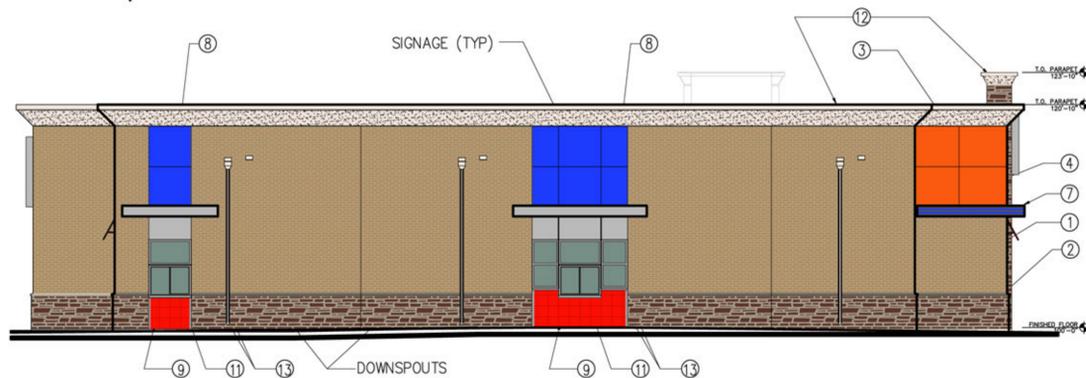
DUMPSTER FENCE ELEVATIONS

SCALE : 1/8"=1'-0"



SOUTH ELEVATION (SIDE - MAIN ENTRANCE)

SCALE : 1/8" = 1'-0"



NORTH ELEVATION (SIDE)

SCALE : 1/8" = 1'-0"

EXTERIOR MATERIALS KEY

- ① BRICK (FIELD):
MFRG: BORAL STONE PRODUCTS
COLOR: BATTLESHIP
FINISH: KING SIZE
- ② MANUFACTURED STONE VENEER (BASE & ACCENTS):
MFRG: BORAL STONE PRODUCTS LLC
MATERIAL: COUNTRY LEDGE STONE
COLOR: CHARDONNAY
- ③ EIFS (CORNICHE):
MFRG: STO CORPORATION
COLOR: DV113 AMARILLO WHITE
FINISH: 306 STO MEDIUM SAND
- ④ METAL PANEL:
MFRG: ALPOLIC
STYLE: 3MM
COLOR: DQ RED
NOTE: MUST BE INSTALLED HORIZONTALLY
VENDOR: NU LOOK EXTERIORS
- ⑤ STOREFRONT:
MFRG: YKK AP AMERICA INC.
STYLE: 2"x4 1/2"
FINISH: DARK BRONZE SATIN ANODIZED ALUMINUM
GLAZING: CLEAR, 1" INSULATED, LOW E
- ⑥ FABRIC AWNING:
MFRG: COOL PLANET AWNING
MATERIAL: WEBLON COASTLINE PLUS
COLOR: DEEP RED #CP-2726
- ⑦ METAL EYEBROW W/ LED LIGHTING BANDS:
MFRG: UNA-CLAD
STYLE: .040 ALUMINUM
FINISH: KYNAR 500
COLOR: MATTE BLACK
- ⑧ METAL PANEL:
MFRG: ALPOLIC
STYLE: 3MM
COLOR: DQ BLUE
- ⑨ CERAMIC TILE:
MFRG: MARAZZI
SERIES: I COLORI
COLOR: CRAYONS RED LUSTRE
SIZE: 12"x12"
GROUT: "LATICRETE"
GROUT COLOR: ALMOND 85
- ⑩ METAL CANOPY:
MFRG: UNA-CLAD
STYLE: .040 ALUMINUM
COLOR: CLEAR ANODIZED SATIN
- ⑪ STOREFRONT:
MFRG: YKK AP AMERICA INC.
STYLE: 2"x4 1/2"
FINISH: CLEAR SATIN ANODIZED ALUMINUM
GLAZING: CLEAR, 1" INSULATED, LOW E
- ⑫ COPING & SCUPPERS:
MFRG: UNA-CLAD
MATL: 24 GA. STEEL
FINISH: KYNAR 500
COLOR: ALMOND
- ⑬ BREAK-METAL CANOPY & CLOSURE:
MFRG: UNA-CLAD
MATL: .040 ANODIZED ALUMINUM
FINISH: CLEAR SATIN
- ⑭ CAST STONE SILL:
MFRG: LOCAL FABRICATOR
MATL: CAST STONE
FINISH: LIMESTONE

PROJECT DIRECTORY:

OWNER:
MORASH FAMILY LP
22 LELANDS PATH
EDGARTOWN, MA 02539-4309
503-627-6687

CIVIL ENGINEER:
JDJR ENGINEERING & CONSULTANTS, INC.
JIM DEWEY, JR.
2500 TEXAS DRIVE
SUITE 100
IRVING, TEXAS 75062
972-252-5357

SURVEYOR:
JDJR ENGINEERING & CONSULTANTS, INC.
JIM DEWEY, JR.
2500 TEXAS DRIVE
SUITE 100
IRVING, TEXAS 75062
972-252-5357

ARCHITECT:
PRIZM ARCHITECTS
RON BROWN
580 DECKER DRIVE, SUITE 170
IRVING, TX 75062
972-714-0420

MATERIAL CALCULATIONS TABLE

SOUTH ELEVATION:		WEST ELEVATION:	
BRICK:	937 SF 54%	BRICK:	228 SF 27%
MANUFACTURED STONE:	438 SF 25%	MANUFACTURED STONE:	366 SF 43%
ARCH'L METAL PANELS:	158 SF 9%	ARCH'L METAL PANELS:	156 SF 18%
EIFS CORNICHE:	184 SF 0%	EIFS CORNICHE:	82 SF 10%
METAL CANOPIES:	32 SF 2%	METAL CANOPIES:	24 SF 2%
	1,749 SF 100%		855 SF 100%
NORTH ELEVATION:		EAST ELEVATION:	
BRICK:	1,124 SF 62%	BRICK:	152 SF 19%
MANUFACTURED STONE:	235 SF 13%	MANUFACTURED STONE:	93 SF 11%
ARCH'L METAL PANELS:	191 SF 11%	EIFS CORNICHE:	821 SF 100%
EIFS CORNICHE:	190 SF 10%		
METAL CANOPIES:	32 SF 2%		
CERAMIC TILE:	40 SF 2%		
	1,812 SF 100%		

NOTE:
PYLON SIGN NOT TO EXCEED 200 SF IN RECTANGULAR AREA AND NOT TO EXCEED A HEIGHT OF MORE THAN 20'-0" ABOVE THE ADJACENT FREEWAY ELEVATION.



WEST ELEVATION (FRONT)

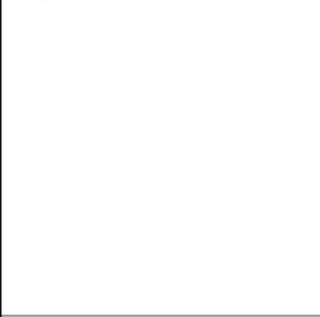
SCALE : 1/8" = 1'-0"



EAST ELEVATION (REAR)

SCALE : 1/8" = 1'-0"

LOCATION MAP NOT TO SCALE



PRELIMINARY INTERIM REVIEW ONLY
Document incomplete. This drawing is issued for P&Z purposes only and is NOT intended for bidding or construction.
Architect: Ron Brown, AIA
Registration No. 14293
Date: NOVEMBER 3, 2014



LOT 2A1A1, BLOCK 1
THOUSAND OAKS SOUTH
1.1081 ACRES
HURST, TEXAS
TARRANT COUNTY
ZONING: GB

EXTERIOR ELEVATIONS

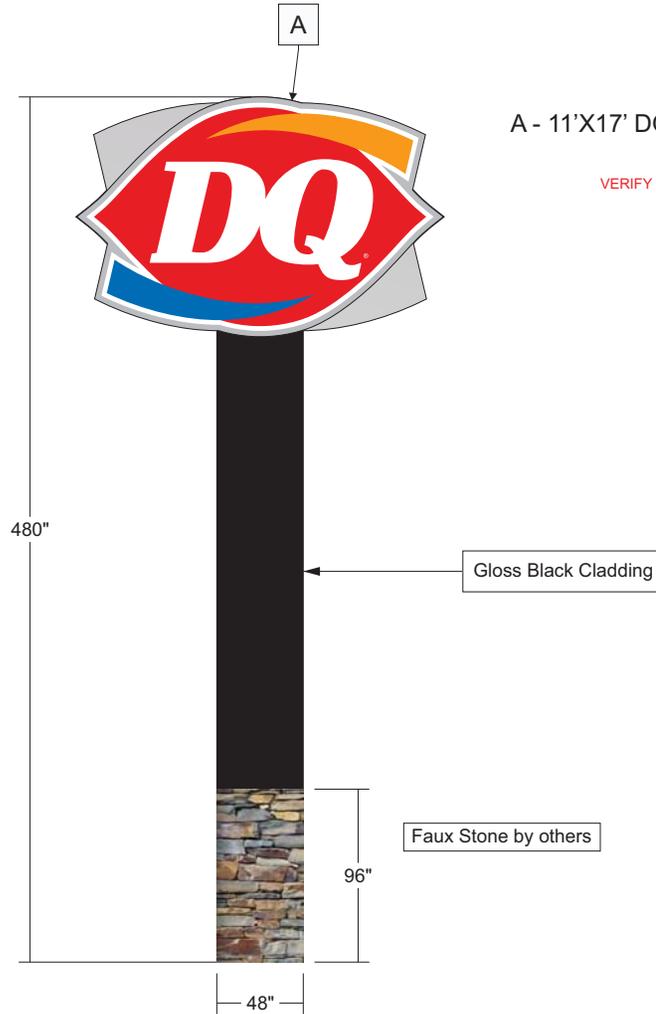
PROJECT NUMBER:	0.030.1014
ISSUED:	12/16/2014
DRAWN BY:	PA
CHECKED BY:	RB
FILENAME:	.DWG

PZ-1



EXHIBIT D

PYLON ELEVATION



A - 11'X17' DOUBLE FACED FLEX FACE LOGO

VERIFY POLE WIDTH

APPROVAL INFORMATION & CONFIRMATION

Proof is approved. Proceed with production of order. Proof is approved with corrections. Make corrections as indicated and proceed with production of order

SIGNATURE _____ PRINT NAME _____ DATE _____

I have reviewed this proof in regard to: Sign type, order quantity, and accuracy of icons, symbols, and text (e.g. spelling capitalization, punctuation).

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Client:	Dairy Queen	
Location:	Hurst, TX	
Drawn By:	JC	Date: 10/31/14
Approved By:		
Sheet:	Scale:	
File:	corprest/dq/tx/hurst/cp/PYLONELEVATION	



SIGN COMPANY LLC.

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www.designteam.net

City Council Staff Report

SUBJECT: Approval of Resolution 1614 adopting the Clean Fleet Policy	
Supporting Documents:	
Resolution 1614	Meeting Date: 1/27/2015 Department: Administration Reviewed by: City Manager Review: JJ
Background/Analysis:	
<p>On December 11, 2014, the Regional Transportation Council (RTC) approved a resolution supporting a revised Clean Fleet Policy as a regional strategy to improve air quality. As the Dallas-Fort Worth (DFW) area continues to face air quality challenges, the RTC urges all organizations with fleet operations in the DFW ozone nonattainment area to adopt the new Clean Fleet Policy immediately.</p>	
Funding and Sources:	
<p>There is no funding request associated with this item.</p>	
Recommendation:	
<p>Staff recommends that the City Council approve Resolution 1614 adopting a revised Clean Fleet Policy.</p>	

RESOLUTION 1614

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been designated as the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth (DFW) Metropolitan Area by the Governor of Texas and in accordance with federal law; and,

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be the regional forum for cooperative decisions on transportation; and,

WHEREAS, NCTCOG has been designated as a Clean Cities Coalition for the DFW region by the US Department of Energy in accordance with federal law and the NCTCOG Executive Board authorized NCTCOG to serve as the host organization for the DFW Clean Cities (DFWCC) Coalition and its efforts; and,

WHEREAS, the U.S. Environmental Protection Agency (EPA) has designated the DFW area as a nonattainment area for the pollutant ozone, and air quality impacts the public health of the entire region; and,

WHEREAS, emissions inventories from the Texas Commission on Environmental Quality (TCEQ) indicate that in 2012, approximately 76 percent of the nitrogen oxides (NO_x) emissions and 25 percent of the volatile organic compounds (VOC) emissions in the DFW ozone nonattainment area are attributable to mobile sources; and,

WHEREAS, the RTC is responsible for transportation conformity; and the Clean Air Act Amendments of 1990 require that transportation plans and improvement programs in air quality nonattainment areas conform to the adopted State Implementation Plan (SIP); and,

WHEREAS, the RTC has adopted a resolution supporting the adoption and implementation of a Clean Fleet Policy by organizations with fleet operations in the DFW area; and reserves all future vehicle funding for entities that adopt and comply with a policy consistent with the provisions outlined below,

WHEREAS, the City of Hurst will set goals and provide workable, cost-effective solutions to improve air quality and reduce petroleum consumption in the DFW area, and implement those measures as practicable.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

Section 1. The City of Hurst will reduce emissions from fleet activities by performing the following actions as practicable:

- 1.1** Implement an idle-reduction policy/standard operating procedure (SOP) that applies to all of the entity's vehicles and equipment, except where exempted as determined by <adopting entity>; communicate idle-reduction expectations to staff, vendors and visitors; and utilize idle-reduction technology.
- 1.2** Maximize use of vehicles and equipment with the lowest emissions wherever possible.
- 1.3** Ensure all conversions are EPA and/or California Air Resources Board (CARB) certified; ensure that aftermarket technologies are EPA and/or

CARB verified, or are listed as an emerging technology by the EPA or a state environmental agency; and both conversions and aftermarket technologies are compatible with Texas Low Emission Diesel Program (TxLED) requirements.

- 1.4 Establish a plan to modify non-essential fleet activities on high ozone days to reduce air quality impacts.
- 1.5 Implement vehicle and equipment disposal strategies which minimize negative impacts on air quality.
- 1.6 Implement vehicle and equipment emissions inspection practices which meet or surpass the standards required by statute, including prompt resolution of any illuminated malfunction indicator lamp (MIL).

Section 2. The City of Hurst will reduce overall fuel consumption, particularly the use of conventional petroleum fuels, by performing the following actions as practicable:

- 2.1 Pursue low-emission vehicles and equipment for acquisition, with an emphasis on alternative fuel, advanced technology, and/or SmartwaysSM certified vehicles and equipment.
- 2.2 Improve overall fleet fuel efficiency.
- 2.3 Establish practices to reduce vehicle miles traveled, passenger miles traveled, engine hours, and/or ton miles traveled, as appropriate.

Section 3. The City of Hurst will partner with the NCTCOG and DFWCC by performing the following actions as practicable:

- 3.1 Maintain membership and active participation in DFWCC and submit timely Clean Fleet Policy reporting.
- 3.2 Evaluate and consider participation in programs to test/commercialize/demonstrate new technologies to improve efficiency, reduce emissions, and/or increase fuel efficiency.
- 3.3 Pursue activities which support peer fleets' efforts to implement fuel- or emissions-reducing activities by sharing and maximizing resources.
- 3.4 Encourage fleet activities which minimize water, solid waste, or other environmental impacts of fleet activities, as appropriate.

Section 4. The City of Hurst will ensure drivers/operators and fleet personnel are familiar with air quality and petroleum reduction goals by performing the following actions as practicable:

- 4.1 Provide in-house training and/or attending training administered by NCTCOG for fleet personnel and other staff involved in fleet decisions to review policy elements and provide recommendations for achieving objectives.

4.2 Consider other mechanisms to increase understanding and awareness among fleet personnel and others.

City of Hurst acknowledges that adoption of the Clean Fleet Policy, adoption of an idle reduction policy/SOP as outlined in section 1.1, submittal of both policies, and submittal of Clean Fleet Policy reporting is required to be eligible for future clean fleet funding from the RTC, and may be considered when determining other funding actions. The extent of Clean Fleet Policy implementation, as documented through reporting, will also be a factor in receiving DFWCC fleet recognition.

This policy shall be in effect immediately upon its adoption and replaces the prior Clean Fleet Vehicle Policy of the adopting entity.

I hereby certify that this policy was adopted by the City of Hurst on January 27, 2015.

Approved this the 27th day of January 2015 by a vote of _____ to _____.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Richard Ward, Mayor

Approved as to form and legality:

City Attorney

City Council Staff Report

SUBJECT: Consider Resolution 1611 supporting the enactment of federal legislation that requires the collection of state and local sales tax for Internet or online transactions

Supporting Documents:

Resolution 1611

Meeting Date: 1/27/2015

Department: Fiscal Services

Reviewed by: Clay Caruthers

City Manager Review:

Background/Analysis:

Sales tax collections remain a major source of revenue for the City of Hurst representing approximately 25% of General Fund revenue and providing for expanded Community Services and Anti-Crime operations. Under current Texas law, Internet retailers are required to collect and remit state and local sales tax if they are “engaged in business” within the state. A retailer that engages in one of eight specific activities, as defined by state law, is considered to be engaged in business. For example, a retailer that participates in a trade show or that has a physical presence within the state would be required to collect and remit sales tax. Some states do not require the collection of sales taxes and other states have rules that are different than the state of Texas. Large online retailers like Amazon.com support federal legislation that would streamline administrative rules.

The fact that not all online retailers are required to collect and remit sales tax is viewed by many as an unfair competitive advantage. Consumers essentially receive a discount by shopping online and avoiding sales taxes appropriately charged by “brick-and-mortar” retail stores. A little-known fact is that consumers are actually required to self-report and remit sales tax for Internet transactions in some states like Texas. Administrative difficulty and consumer apathy or lack of understanding results in a sales tax loophole. Many brick-and-mortar retailers and real estate companies, like Simon Property Group, are encouraging the U.S. Congress to enact sales tax fairness legislation that would result in online retailers nationally collecting sales taxes for the taxing jurisdictions where consumers reside. Certain members of Congress agree and bills like the Marketplace Fairness Act (approved by the Senate in May 2013) have recently been introduced. Also, major online retailers like Amazon.com are now showing a willingness to comply with such legislation if states are willing to provide administrative assistance.

States and local governments continue to lose revenue each year as consumers are electing to purchase goods over the Internet more frequently without fulfilling their legal responsibility to self-report transactions and pay the associated sales taxes. Staff estimates that the City of Hurst could be losing \$100,000 annually in sales tax earnings. This figure is a rough estimate based upon national averages. It is difficult to determine the exact amount of lost tax revenue without having specific information pertaining to consumer transactions within Hurst.

Funding and Sources:

There is no fiscal impact.

Recommendation:

Staff recommends that Resolution 1611 be passed supporting the enactment of the Marketplace Fairness Act, or similar legislation, requiring Internet or online retailers to collect and remit state and local sales taxes based upon where the consumer resides; and, supporting the City's future consideration of requests that may be made by the State of Texas to facilitate efforts aimed at passage and implementation of such tax laws.

RESOLUTION 1611

A RESOLUTION SUPPORTING ENACTMENT OF THE MARKETPLACE FAIRNESS ACT OR SIMILAR LEGISLATION BY THE U.S. CONGRESS

WHEREAS, sales tax collections remain a major source of revenue for the City of Hurst representing approximately 25% of General Fund revenue and providing for expanded Community Services and Anti-Crime Fund operations; and

WHEREAS, under current laws, Internet or online retailers not engaged in business within Texas are not required to collect and remit state and local sales taxes; and

WHEREAS, Internet or online sales tax laws vary state-to-state; and

WHEREAS, such laws reduce sales tax collections for states and local governments while providing consumers incentive to shop online; and

WHEREAS, Simon Property Group and other major retailers are involved in efforts to encourage the U.S. Congress to enact sales tax fairness legislation; and

WHEREAS, bills, such as the Marketplace Fairness Act, have recently been introduced within the U.S. Congress to allow states to enforce existing sales and use tax laws and to treat similar sales transactions equally, without regard to the manner in which the sale is transacted; and

WHEREAS, it is known that the State of Texas would likely be required to adopt or implement minimum simplification requirements for online retailers under any such act that may be adopted.

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

Section 1: THAT the Hurst City Council supports the enactment of the Marketplace Fairness Act, or similar legislation, that requires Internet or online retailers to collect and remit state and local sales taxes based upon where the consumer resides when goods are shipped directly or indirectly to the consumer; and

Section 2: THAT the Hurst City Council will consider requests made by the State of Texas for the City's support of efforts aimed at passage and implementation of such tax laws.

AND IT IS SO RESOLVED.

Approved this the 27th day of January 2015 by a vote of to .

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Richard Ward, Mayor

Approved as to form and legality:

City Attorney

City Council Staff Report

SUBJECT: Consider approval of Resolution 1613 to support funding for the Texas Recreation and Park Account Program

Supporting Documents:

Resolution 1613

Meeting Date: 1/27/2015

Department: Community Services

Reviewed by: Allan Heindel

City Manager Review:

Background/Analysis:

The Texas Recreation and Park Account (TRPA) is a grant program for parkland acquisition and development, and for the development of recreational facilities. The grant program is administered by the Texas Parks & Wildlife Department (TPWD) and funding for the program comes from a portion of sales tax on certain sporting goods. The City of Hurst has received grant funds from this program for past park development projects including Chisholm Park, the Hurst Community Park, the Hurst Athletic Complex, and the Tennis Center. Funding for the program was eliminated in the last legislative session and resolutions are being considered by City Councils and Commissions to restore funding in the program.

The City of Hurst is a member of the Texas Recreation and Park Society (TRAPS) which is a 501(c)(3) nonprofit organization that consists of approximately 2,000 parks and recreation professionals, students and citizen advocates who share a common passion for advocacy, education, networking and offering quality services to their communities. TRAPS is requesting cities in Texas adopt resolutions in support of increasing the funding for the TRPA grant program.

Funding and Sources:

There is no funding impact.

Recommendation:

It is recommended that the City Council approve Resolution 1613 requesting the members of the 84th Legislature of the State of Texas to support legislation

that increases funding for the Texas Recreation and Parks Account and Municipality Recreation and Parks Account Local Grant Programs, and the Texas State Park System.

RESOLUTION 1613

A RESOLUTION OF THE CITY OF HURST CITY COUNCIL REQUESTING THE MEMBERS OF THE 84th LEGISLATIVE SESSION OF THE STATE OF TEXAS TO SUPPORT LEGISLATION THAT INCREASES FUNDING FOR THE TEXAS RECREATION AND PARKS ACCOUNT AND LARGE COUNTY AND MUNICIPALITY RECREATION AND PARKS ACCOUNT LOCAL PARK GRANT PROGRAMS, AND THE TEXAS STATE PARK SYSTEM

WHEREAS, the Texas Parks & Wildlife Department (“TPWD”) administers the Texas Recreation and Parks Account Local Park Grant Program (“TRPA”) and the Large County and Municipality Recreation and Parks Account (Urban Account) and manages 94 State parks and historical sites in Texas; and

WHEREAS, TPWD has separate accounts in their general revenue fund referred to as the TRPA and Urban Account for the purpose of providing matching grants to political subdivisions for parks and recreation projects, and for outreach grants to introduce new populations to outdoor experiences; and

WHEREAS, the matching grants provided by the TPWD are utilized for the planning, acquisition, and development of local park, recreation and open space areas to be owned and maintained by political subdivisions; and

WHEREAS, funds granted to political subdivisions under the TRPA and Urban Account guidelines have funded 1,629 projects of the 3,470 submitted over 30 years delivering over \$800 million to the local Texas economy; and

WHEREAS, political subdivisions throughout the State of Texas depend on grants from TPWD through the TRPA to stimulate the acquisition and development of parks and recreational areas for the benefit and enjoyment of their citizenry; and

WHEREAS, the TRPA, Urban Account, and State parks are funded from sales tax on sporting goods and that the development of new parks stimulates the purchase of sporting goods; and

WHEREAS, the TRPA, Urban Account, and State parks are partially funded from federal dollars used for parks, recreation, open space, trails, and tourism from the United States Department of the Interior Land and Water Conservation Fund (LWCF), the Sport Fish Restoration Boat Access program and the United States Department of Transportation Recreation Trails; and

WHEREAS, the maintenance and improvements of State park and historic sites and the addition of new parks is a priority to Texans due to the State’s expanding population and extensive tourism industry; and

WHEREAS, the development of parks encourages and promotes public health, economic development, job creation, education; corporate relocations, an improved quality of life, and juvenile crime prevention; and

WHEREAS, funds are needed for major repairs at Local and State parks and for the acquisition and development of parks and facilities; and

WHEREAS, it is the desire of this City Council that a copy of this resolution with appropriate names affixed be presented to the Governor of Texas and the leadership of the 84th Texas Legislature.

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

Section 1. **THAT** members of the 84th Legislature of Texas seek passage of legislation maximizing the use of revenues from the sporting goods sales tax and federal funds to increase funding for parks and recreation programs for both local and state parks and that all TRPA and Urban Account funded park projects be subject to the established TPWD competitive scoring system.

Section 2. **THAT** members of the 84th Legislature of Texas restore funding to the TRPA and Urban accounts in the amount of at least \$15.5 million per year.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City of Hurst City Council on this the ____ day of _____ 2015.

ATTEST:

CITY OF HURST:

Rita Frick, City Secretary

Richard Ward, Mayor

APPROVED AS TO FORM:

City Attorney

City Council Staff Report

SUBJECT: Consider Resolution 1612 calling the City of Hurst May 9, 2015 General Election	
Supporting Documents:	
Resolution 1612	Meeting Date: 1/27/2015 Department: City Secretary Reviewed by: Rita Frick City Manager Review:
Background/Analysis:	
<p>This year the Uniform Election Date which is utilized for the City's General Election of Officers is May 9, 2015. As part of the election process the City Council must order the election and historically this is done prior to the beginning of the filing period for a place on the ballot.</p> <p>The Main Early Voting location will be the Tarrant County Elections Center located at 2700 Premier Street, Fort Worth, Texas. There will be additional branch early voting locations throughout the County, as finalized in the joint agreement and contract with Tarrant County.</p> <p>The anticipated branch early voting location within the City of Hurst includes the Hurst Recreation Center, 700 Mary Drive. The County will provide a final listing of all available branch sites at a future date. Hurst residents may vote at any early voting site in Tarrant County during the early voting by personal appearance process.</p> <p>Staff is recommending that the Election Day polling site continue to be at the Hurst Public Library, 901 Precinct Line Road. The proposed Resolution orders the election; authorizes a joint election agreement and contract for election services with Tarrant County and establishes a date for a runoff election, if necessary.</p>	
Funding and Sources:	
Funding is provided in the Fiscal Year 2014-2015 budget.	

Recommendation:

Staff recommends that City Council approve Resolution 1612 calling the May 9, 2015 General Election of Officers.

RESOLUTION 1612

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HURST, TEXAS, CALLING THE GENERAL ELECTION OF OFFICERS FOR MAY 9, 2015; AUTHORIZING A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH TARRANT COUNTY; AND ESTABLISHING A DATE FOR RUNOFF ELECTION, IF NECESSARY

WHEREAS, the regular election for the City Council of the City of Hurst as set forth by the Charter and by the Texas Election Code is required to be held on May 9, 2015, at which time the voters will elect persons to fill the offices of City Council Places 1, 2, and 6; and

WHEREAS, the City Council desires to conduct joint elections pursuant to the provisions of the Texas Election Code, and as established in a joint election agreement and contract for election services with the Tarrant County Election Administrator.

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

Section 1: THAT unless one or more of the entities qualify under provisions of the Texas Election Code to cancel their election, the City of Hurst shall hold a joint election, per the aforesaid joint election agreement and contract for election services, on Saturday, May 9, 2015, for the purpose of electing members of the Hurst City Council.

Section 2: THAT an election is hereby ordered to elect persons to the offices of City Council Places 1, 2 and 6 to serve until May of 2017 or until their successors are duly elected and qualified. Such election shall be held at the Hurst Public Library, 901 Precinct Line Road, Hurst, Texas, on the 9th day of May 2015, from 7:00 a.m. until 7:00 p.m.

Section 3: THAT qualified persons may file as candidates by filing application in the office of the City Secretary, Monday through Friday, 8:00 a.m. until 5:00 p.m. beginning on January 28, 2015, and continuing until 5:00 p.m. on Friday, February 27, 2015. The names of eligible and qualified candidates for such office shall be placed on the ballots for such election by the City Secretary at the time and in the manner prescribed by law, and the charter and ordinances of the City of Hurst.

Section 4: THAT Frank W. Phillips (or his successor), Tarrant County Elections Administrator, 2700 Premier Street, Fort Worth, Texas 76111 is hereby appointed as Early Voting Clerk and may appoint additional deputy early voting clerks as necessary to properly conduct the election. Applications for ballot by mail must be received by mail no later than the close of business on April 30, 2015 (Mailing Address: P.O. Box 961011, Fort Worth, Texas, 76161-0011; Attention: Frank W. Phillips, Early Voting Clerk).

Section 5: THAT early voting by personal appearance shall be conducted at the County's Main Early Voting location: 2700 Premier Street, Fort Worth, Texas 76111, and branch offices for early voting by personal appearance shall also be established as outlined in the election agreement with Tarrant County.

The anticipated branch early voting location within the City of Hurst includes the Hurst Recreation Center, 700 Mary Drive. Tarrant County will provide a final listing of all available branch sites at a future date, and Hurst residents may vote at any early voting site in Tarrant County during the early voting by personal appearance process.

Early voting by personal appearance will begin on Monday, April 27, 2015, and will end on Tuesday, May 5, 2015, and the hours designated for early voting by personal appearance shall be as set forth below:

April 27 - 30	Monday – Thursday	8:00 a.m. – 5:00 p.m.
May 1	Friday	8:00 a.m. – 5:00 p.m.
May 2	Saturday	7:00 a.m. – 7:00 p.m.
May 3	Sunday	11:00 a.m. – 4:00 p.m.
May 4 - 5	Monday – Tuesday	7:00 a.m. – 7:00 p.m.

For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board shall be appointed and designated in accordance with the provisions of the election agreement with the Tarrant County Elections Administrator.

Section 6: THAT 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. This election shall be held and conducted in accordance with the aforesaid election agreement, the election laws of the State of Texas.

Section 7: THAT combined ballots may be utilized containing all of the offices and propositions to be voted on at each polling place, provided that no voter shall be given a ballot or permitted to vote for any office or proposition on which the voter is ineligible to vote. The County's voting equipment will be utilized for this election.

Section 8: THAT the election officers for each polling place shall be appointed in accordance with the provisions of the election agreement for the conducting of the election on the aforesaid election date with Tarrant County, Texas.

Section 9: THAT the Mayor is hereby authorized to execute aforesaid election agreement for and on behalf of the City.

Section 10: THAT the expenses of the joint election shall be borne as outlined in the election agreement with Tarrant County.

Section 11: THAT any runoff election required for the election of members of the City Council of the City of Hurst, Texas, ensuing from the general election of May 9, 2015, shall be held on Saturday, June 13, 2015, or as designated by the joint election agreement and contract and in accordance with the election code.

AND IT IS SO RESOLVED.

Passed by a vote of ___ to ___ this the 27th day of January 2015.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Richard Ward, Mayor

Approved as to form and legality:

City Attorney

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into a Developer Agreement with TCG Hurst Investors, L.P., for the development and cost of a traffic signal installation at State Highway 26/Grapevine Highway and Cogent Parkway / Lowe’s Driveway, 785 Grapevine Highway

Supporting Documents:

Developer Agreement
 Prior Developer Agreement

Meeting Date: 1/27/2015
 Department: Public Works
 Reviewed by: Ron Haynes
 City Manager Review:

Background/Analysis:

On November 11, 2014, Council approved a site plan for proposed Lots 1-4, Block 1, Crestview Highway 26 Addition, a 12.79 acre tract of land at 785 Grapevine Highway just south of Lowe’s Hardware Store. As part of that proposed site plan, a new traffic signal is proposed at the main entrance drive approach to the addition, Cogent Parkway and State Highway 26/Grapevine Highway. This location lines up with the main driveway into Lowe’s parking lot. The construction plans for the proposed traffic signal are under final review by the Texas Department of Transportation (TXDOT). The previous potential developer of this property escrowed \$237,912.16 toward the installation of this proposed traffic signal. The money is currently being held by the City for use towards this signal installation.

TxDOT requires the City to enter into an Advance Funding Agreement to fund the new State Highway 26 signal, but the City requires the developer to fund the signal to support the new development. The Agreement calls for the use of the escrowed funds to pay for the signal, with any additional cost required to be the developer’s responsibility to pay. The estimated construction cost to be prepaid, by the City, to TXDOT is \$192,267.02. The agreement also covers typical development issues such as engineering and permitting.

Funding and Sources:

Funds of \$237,912.16 are available in escrow for the proposed traffic signal construction.

Recommendation:

Staff recommends that City Council authorize the city manager to enter into a Developer Agreement with TCG Hurst Investors, L.P., for the development and cost of a traffic signal installation at State Highway 26/Grapevine Highway and Cogent Parkway, 785 Grapevine Highway.

DEVELOPER AGREEMENT

THIS AGREEMENT is entered into by **TCG Hurst Investors, L.P.** (“Developer”) and the **CITY OF HURST, TEXAS**, (“City”) for the purpose of documenting agreements made by Developer and City to allow development of (the “Project”).

For and in consideration of the City’s approval of the Project, subject to the conditions set out herein, Developer represents and agrees as follows:

1. Developer is the owner of a certain tract of land known as Tract 5A Telitha Akers Survey, Abstract 20, City of Hurst, Tarrant County, Texas, (the “Property”), 725 Grapevine Highway, as shown on the site plan presented in the October 28, 2014 City Council agenda for case number SP-14-03, also as described in Exhibits “A” and “B”.
2. Developer and City have agreed to enter into this Agreement in order to implement installation of a fully actuated traffic signal (the “Signal”) at SH 26 (Grapevine Highway) and Cogent Parkway.
3. Developer is responsible for providing 100% of the cost for the Signal in accordance with TxDOT Project: Traffic Signal on Grapevine Hwy. / Northeast of Precinct Line Road, CSJ # 0902-00-137. TxDOT’s estimated cost for this work is \$250,255.02, and Developer understands that TxDOT will hire a contractor to perform the work. Developer and City agree to use \$237,912.16 in escrow with the City for this project upon approval of this Agreement.
4. The Advanced Funding Agreement between the City of Hurst and TxDOT on behalf of the State of Texas, approved by City Resolution No. _____ on January 27, 2015 is incorporated into this Agreement by reference. The Advanced Funding Agreement obligates the City to transmit \$192,267.62 to TxDOT to pay for the fully actuated traffic signal at the intersection of SH 26 and Cogent Parkway.
5. Developer understands and agrees that any requests for additional funds over and above the escrow amount of \$237,912.16 , within reasonable limits, from TxDOT to the City for the Signal will be expected to be paid by the Developer to the City for transfer to the State. The State will not pay interest to the City and the City will not pay interest to the Developer on funds provided for the Project.
6. Upon completion of the Signal, the State will assume responsibility for the maintenance of the completed Signal.
7. Developer agrees and obligates itself to submit engineering plans for any public improvements on-site and off-site. Said improvements may include but are not limited to sidewalks, water mains, sewer mains, storm sewers, driveway approaches, deceleration/acceleration lanes, signalization coordination, and public street modifications (“Improvements”) based on current City and TXDOT design criteria. Said plans shall comply with all City ordinances, rules, and regulations. Developer agrees to construct Improvements in accordance with the construction documents provided by Developer’s engineer to the City.

8. The Developer agrees that a public works engineering construction permit and appropriate TxDOT permits for the Improvements must be issued prior to the issuance of a building permit for any proposed development on the Project.
9. Developer agrees that all Improvements (excluding the Signal) shall be completed and accepted by the City of Hurst and TXDOT prior to the issuance of a certificate of occupancy for any development on Developer Property.
10. Developer does not intend to encroach into the Federal Emergency Management Administration (FEMA) designated flood plain. City will allow above ground construction up to the FEMA flood plain boundary but not into the flood plain.
11. Developer shall submit as-built drawings of Improvements to the engineering division prior to final acceptance and the issuance of the Certificate of Occupancy. If as-built drawings are not available at the time of request for a Certificate of Occupancy, an escrow deposit of \$5,000 may be allowed. This deposit will be refundable upon acceptance of the project and receipt of as-built plans. No interest will be paid on this deposit.

Indemnity Provisions. The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees, and contractors in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, contractors, or other person, arising out of Developer exercising the rights and obligations granted and set forth herein and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and contractors in both their public and private capacities, from any and all such claims and demands, except such liability, claims, suits, demands or causes of action, injuries to property or person, or death of any person resulting from the City and all of its officials, officers, agent, consultants and employees in both their public and private capacities, or unrelated third parties gross negligence or intentional acts. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, and employees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorneys' fees for injury to or death of any person or for any damage to any property arising out of Developer exercising the rights and obligations granted and set forth herein, except such liability, claims, suits, demands or causes of action, injuries to property or person, or death of any person resulting from the City and all of its officials, officers, agent, consultants and employees in both their public and private capacities, or unrelated third parties negligence or intentional acts. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law.

The "prior Developer", TVO/CCR Hurst, L.P., escrowed the sum of \$243,800, pursuant to an agreement dated January 30, 2008 between the City and said prior Developer. This amount of \$243,800 was previously paid to the Texas Department of Transportation (TXDOT) for TXDOT Project No. CSJ: 0363-01-131 for the traffic signal installation at this same location on State Highway 26. Once the project was cancelled by the prior Developer, TXDOT returned the sum of \$237,912.16 after \$5,887.84

was retained by TXDOT to cover Preliminary Engineering costs that were to be funded by the City as per the Advance Funding Agreement the City had with TXDOT. Copy of the said prior Developer Agreement is attached. This remaining escrowed sum is being used to pay for the cost of the proposed traffic signal light as required by said Agreement. In the event the prior Developer seeks a return or refund of said escrowed funds, the undersigned TCG Hurst Investors, L.P. does hereby agree to indemnify and hold harmless the City, its agents, servants, employees, officials, elected and appointed, as to any costs incurred to defend the City from such claims and to be totally responsible for the cost of said traffic signal light installation.

Indemnity Against Design Defects. Approval of the City Engineer or other City employee, official, consultant, employee, officer, City Council member, or Planning and Zoning Commissioner of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants, and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, arising out of Developer exercising the rights and obligations granted and set forth herein

Miscellaneous. The Agreement granted herein shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their successors-in-title. This Agreement is binding upon the parties hereto and their successors and assigns and may not be amended or modified except in writing signed by the parties hereto or their successors or assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date. This Agreement becomes effective when signed by the last party, whose signing makes the Agreement fully executed, and the Developer and the City will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties.

DEVELOPER:

TCG Hurst Investors, L.P.

CITY:

CITY OF HURST, TEXAS

By: Grey Stogner

Name: Grey Stogner

Title: Manager

Date: January 20, 2015

By: _____

Name: Allan Weegar

Title: City Manager

Date: _____

WITNESS:

Sheila Greer

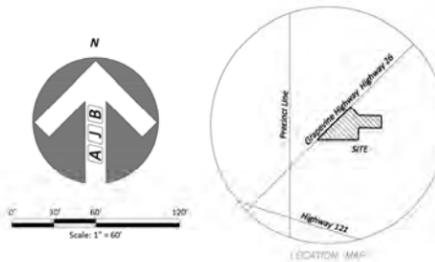
Print Name: Sheila Greer

ATTEST:

Rita Frick, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Attorney for the City



SURVEYOR'S CERTIFICATE

Know All Men By These Presents:

That I, Austin J. Bedford, do hereby certify that I prepared this plat and the field notes made part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Hurst, Texas.

Dated this the ___ day of ___, 2014.

Austin J. Bedford
Registered Professional Land Surveyor No. 4132
A.J. Bedford Group, Inc.
301 N. Alamo Road
Rockwall, Texas 75087

STATE OF TEXAS §
COUNTY OF ROCKWALL §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Austin J. Bedford, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of ___, 2014.

Notary Public, State of Texas

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	30.00'	92°47'38"	48.59'	S 88°5'43" E	43.45'
C2	30.00'	88°54'32"	46.55'	N 00°11'12" E	42.02'
C3	30.00'	90°17'23"	47.28'	S 89°24'45" E	42.55'
C4	20.00'	89°25'41"	31.22'	N 00°43'42" E	28.14'
C5	54.00'	53°29'12"	50.41'	S 72°10'38" W	48.60'
C6	30.00'	8°55'06"	4.67'	N 85°32'19" N	4.66'
C7	20.00'	47°25'58"	16.56'	N 66°16'53" N	16.09'
C8	30.00'	91°05'28"	47.70'	S 89°48'48" E	42.83'
C9	30.00'	89°42'06"	46.87'	S 00°24'59" W	42.33'
C10	30.00'	53°29'12"	28.01'	S 72°10'38" W	27.00'
C11	20.00'	134°38'32"	47.00'	N 22°40'48" E	36.91'
C12	20.08'	47°48'03"	16.75'	S 68°08'37" E	16.27'
C13	20.00'	35°01'54"	12.23'	S 60°04'51" E	12.04'
C14	30.00'	21°28'20"	11.24'	S 71°10'26" W	11.18'

LINE	BEARING	DISTANCE
L1	S 42°33'54" E	8.38'
L2	N 44°38'28" E	324.76'
L3	N 44°10'04" W	9.28'
L4	N 45°46'36" E	36.00'
L5	S 44°16'04" E	282.26'
L6	N 45°26'33" E	107.49'
L7	N 43°59'08" W	14.69'
L8	N 45°46'36" E	28.00'
L9	S 43°59'08" E	58.32'
L10	S 45°26'50" W	221.33'
L11	S 45°24'39" W	126.86'
L12	N 81°04'46" W	81.01'
L13	N 89°59'52" W	268.94'
L14	N 42°33'54" W	38.44'
L15	N 45°20'11" E	35.02'
L16	N 44°38'28" E	291.37'
L17	S 44°16'04" E	189.51'
L18	S 45°26'07" W	97.14'
L19	N 81°04'46" W	85.25'
L20	S 89°59'56" W	186.06'
L21	S 45°46'36" W	178.75'
L22	S 45°21'32" E	6.08'
L23	S 45°46'36" W	6.00'
L24	N 45°41'43" W	4.00'
L25	S 45°46'36" W	119.49'
L26	N 89°13'24" W	13.35'
L27	S 45°46'36" W	117.24'
L28	N 89°13'24" W	9.30'
L29	S 43°40'36" W	9.30'
L30	S 01°09'12" W	17.06'
L31	S 45°46'36" W	60.69'
L32	N 44°16'04" W	15.00'
L33	N 45°46'36" E	54.55'
L34	N 01°09'12" E	17.06'
L35	N 45°46'36" E	21.67'
L36	S 89°13'24" E	16.95'
L37	N 45°46'36" E	117.24'
L38	S 89°13'24" E	13.35'
L39	N 45°46'36" E	302.07'
L40	S 44°01'53" E	15.00'
L41	N 44°16'04" W	11.91'
L42	S 44°38'27" W	7.06'
L43	N 45°21'32" W	61.26'
L44	N 44°38'27" E	3.23'
L45	N 44°38'27" E	5.71'
L46	S 45°21'32" E	67.97'
L47	S 44°38'27" W	7.00'
L48	S 44°16'04" E	8.54'
L49	N 44°21'15" W	39.51'
L50	N 44°38'28" E	15.00'
L51	S 44°21'15" E	29.61'
L52	N 45°21'32" W	11.47'
L53	N 44°38'28" E	10.00'
L54	S 45°21'32" E	11.53'
L55	N 00°00'08" E	26.28'
L56	N 81°04'46" W	10.12'
L57	N 00°00'08" E	35.29'
L58	S 89°59'52" E	20.00'
L59	S 00°00'08" W	38.42'
L60	N 81°04'46" W	10.12'
L61	S 89°59'52" E	56.30'
L62	N 44°38'28" E	49.37'
L63	S 44°38'28" W	40.76'
L64	N 89°59'52" W	21.08'
L65	S 89°59'52" E	43.21'
L66	N 45°00'00" E	58.89'
L67	S 42°33'54" E	8.38'
L68	S 45°00'00" W	41.67'
L69	N 89°59'52" W	28.28'
L70	S 45°46'36" W	97.99'
L71	S 44°13'24" E	15.44'
L72	S 45°46'36" W	10.00'
L73	N 44°13'24" W	14.44'
L74	N 45°21'32" W	8.91'
L75	S 45°32'31" W	10.00'
L76	S 45°21'32" E	4.03'

LEGEND

Iron Rod Found	---
Iron Rod Set	---
Power Pole	---
Gas Valve	---
Fire Hydrant	---
Water Valve	---
Water Meter	---
Sanitary Sewer Manhole	---
Light Pole	---
Gas Meter	---
Cable TV	---
Telephone Pedestal	---
Traffic Signal Box	---
Signal Pole	---
Ground Valve	---
Drainage	---
Best Property Boundary (Assumed Correct)	---

OWNERS CERTIFICATE

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT TCG HURST INVESTORS L.P., acting by an through the undersigned, its duly authorized agent, does hereby adopt this plat designating the herein described real property as the herein stated CRESTVIEW HIGHWAY 26 ADDITION, an addition to the City of Hurst, Tarrant County, Texas, and does hereby dedicate to the public's use the easements and right-of-ways shown hereon.

TCG HURST INVESTORS L.P.

By: _____

Title _____

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____ of TCG Hurst Investors, L.P. known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of ___, 2014.

Notary Public, State of _____

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF TARRANT §

WHEREAS TCG HURST INVESTORS L.P. are the owners of a 12.7969 acre tract of land situated in the Telitha Akers Survey, Abstract No. 20 in the City of Hurst, Tarrant County, Texas and being the same property described in a deed to TCG Hurst Investors L.P. recorded in Instrument No. D214063115 of the Official Public Records of Tarrant County, Texas (OPRCT) and being more particularly described as follows:

BEGINNING at an iron rod with cap found in the southeast line of State Highway 26 (Grapevine Highway) a variable width right of way and being the southwest corner of said 12.7969 acre tract and the northwest corner of Lot 1, Block 1 of Hurst Athletic Complex Addition in addition to the City of Hurst according to the plat recorded in Volume 388-161, Page 67 of the Public Records of Tarrant County, Texas (PRCT);

THENCE along the southeast line of said State Highway No. 26 (Grapevine Highway), NORTH 45°20'11" EAST a distance of 169.87 feet to a Texas Department of Transportation monument found for corner;

THENCE continuing with said southeast line, NORTH 44°38'28" EAST a distance of 300.13 feet to a Texas Department of Transportation monument found for corner;

THENCE continuing with said southeast line, NORTH 45°46'36" EAST a distance of 548.28 feet to a Texas Department of Transportation monument found for corner;

THENCE continuing with said southeast line, NORTH 42°40'30" EAST a distance of 57.61 feet to an iron rod with cap found for the most northerly corner of said 12.7969 acre tract of land and being the west corner of Lot 2R of Mayflower Place Addition an addition to the City of Hurst according to the plat recorded in Cabinet A, Slide 7230 (PRCT);

THENCE departing the southeast line of said State Highway No. 26 (Grapevine Highway) and along the common line of said 12.7969 acre tract and Mayflower Place Addition, SOUTH 43°59'06" EAST a distance of 271.11 feet to an iron rod with cap found for corner;

THENCE continuing along said common line, SOUTH 88°53'22" EAST a distance of 517.57 feet to an iron rod with cap found for the most northerly corner of said 12.7969 acre tract of land and being the southeast corner of said Mayflower Place Addition and being located in the west line of Mayfair North Addition, Third Filing, recorded in Volume 388-97, Slide 51 (PRCT);

THENCE along the common line of said 12.7969 acre tract and said Mayflower North Addition Third Filing, SOUTH 00°37'35" WEST a distance of 284.32 feet to a 5/8 inch iron rod set for the easterly southeast corner of said 12.7969 acre tract of land and being the northeast corner of said Lot 1, Block 1 of Hurst Athletic Complex Addition;

THENCE departing the west line of said Mayfair North Addition and along the common line of said 12.7969 acre tract and the said Lot 1, Block 1, NORTH 88°58'21" WEST a distance of 523.58 feet to an iron rod with cap found for the northerly northwest corner of said Lot 1, Block 1;

THENCE continuing along said common line, SOUTH 01°17'39" WEST a distance of 277.80 feet to an iron rod with cap found for the southerly southeast corner of said 12.7969 acre tract of land and being an ell corner in the north line of said Lot 1, Block 1;

THENCE continuing along said common line, NORTH 89°59'52" WEST a distance of 936.55 feet to the POINT OF BEGINNING;

CONTAINING 12.797 acres or 557,435 square feet of land more or less.

Notes:

All underground utilities shown hereon are approximate locations only and based on the Utility Plan provided by the City of Hurst, unless otherwise noted.
Basis of Bearings: Bearings are based on the 12.797 acre deed to Trinity River Real Estate, L.L.C. recorded in D208315743 of the Official Public Records of Tarrant County, Texas.

EXHIBIT "A"

Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.

**PRELIMINARY PLAT
CRESTVIEW HIGHWAY 26 ADDITION
LOTS 1, 2, 3 & 4, BLOCK 1**

BEING 12.797 ACRE TRACT OUT OF THE
TELITHA AKERS SURVEY, ABSTRACT NO. 20
CITY OF HURST, TARRANT COUNTY, TEXAS

Owner: TCG Hurst Investors L.P.
15150 Preston Road, Suite 210
Dallas, Texas 75248-4800

APPROVED BY THE HURST PLANNING COMMISSION
CHAIRMAN: _____
P & Z SECRETARY: _____
DATE: _____

APPROVED BY THE HURST CITY COUNCIL
CHAIRMAN: _____
P & Z SECRETARY: _____
DATE: _____

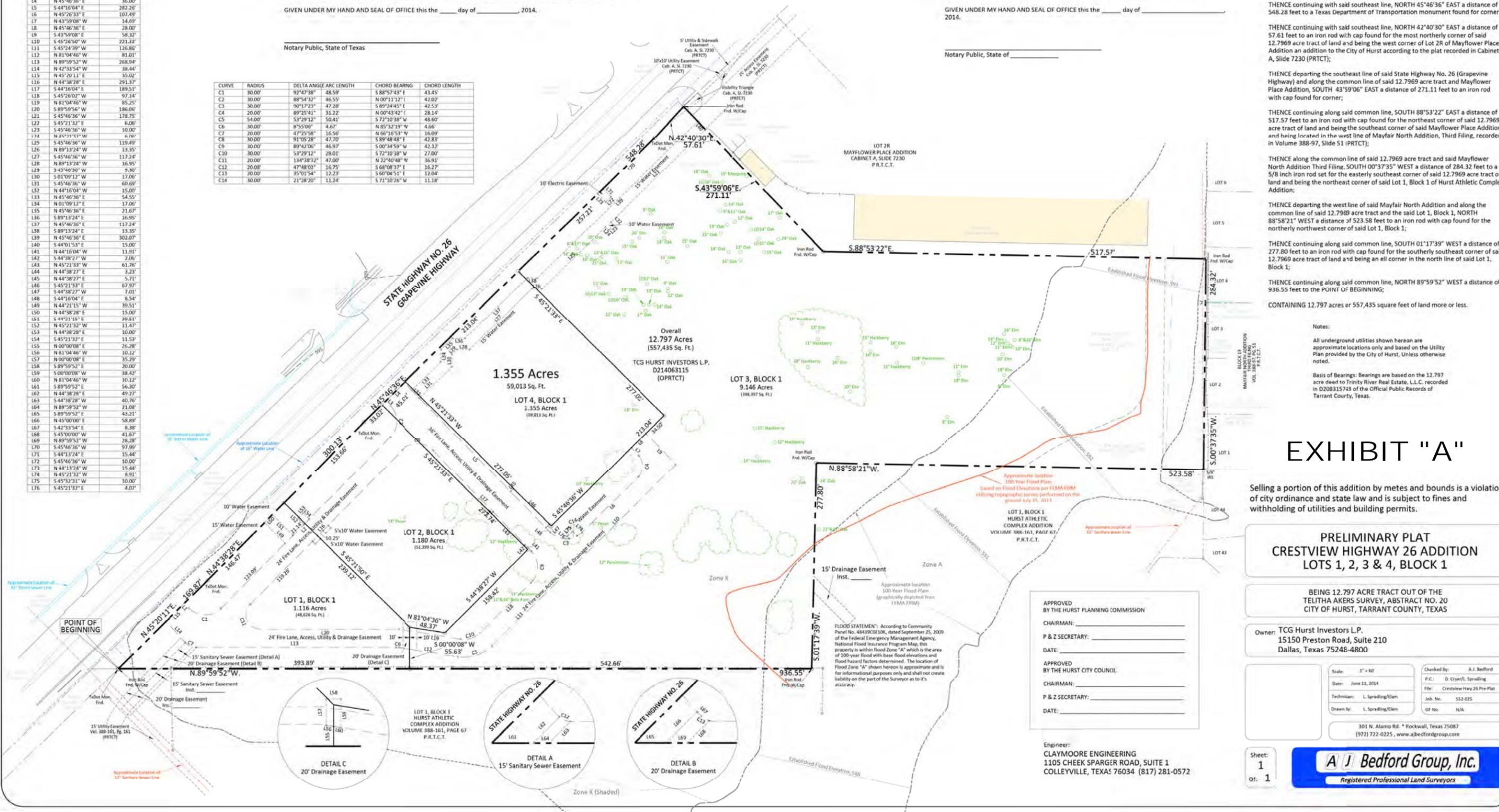
Scale: 1" = 80'	Checked By: A.J. Bedford
Date: June 11, 2014	P.C.: D. Croyer/ Spradling
Technician: L. Spradling/Elam	File: Crestview Hwy 26 Pre-Plat
Drawn By: L. Spradling/Elam	Job No.: 552-025
	GP No.: N/A

301 N. Alamo Rd. • Rockwall, Texas 75087
(972) 722-0225 • www.ajbedfordgroup.com

Sheet: 1
of: 1



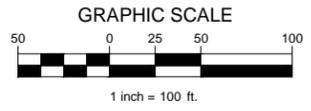
Engineer:
CLAYMOORE ENGINEERING
1105 CHEEK SPARGER ROAD, SUITE 1
COLLEVILLE, TEXAS 76034 (817) 281-0572



A:\JBD\1105-CHEEK-SPARGER-Road\1105-CHEEK-SPARGER-Road\1105-CHEEK-SPARGER-Road.dwg, 11/11/2014 9:36:45 AM

BEING A 12.797 ACRE TRACT OF LAND IN THE TELITHA AKERS SURVEY, ABSTRACT NO. 20 IN THE CITY OF HURST, TARRANT COUNTY, TEXAS AND BEING THE SAME PROPERTY CONVEYED TO TRINITY RIVER REAL ESTATE, L.L.C. RECORDED IN D20833743 WITH A CERTIFICATE OF MERGER & AMENDED ARTICLES OF ORGANIZATION RECORDED IN D20946006 OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS AND BEING THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF HURST ATHLETIC COMPLEX ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 388-161, PAGE 67 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT AN IRON ROD WITH CAP FOUND FOR THE SOUTHWEST CORNER OF SAID 12.797 ACRE TRACT OF LAND AND BEING LOCATED NORTHEAST A DISTANCE OF 1.2' FROM A FOUND TXDOT MONUMENT AND BEING LOCATED IN THE SOUTHEAST LINE OF STATE HIGHWAY NO. 26 (GRAPEVINE HIGHWAY);
 THENCE ALONG THE SOUTHEAST LINE OF SAID STATE HIGHWAY NO. 26, NORTH 45°20'11" EAST A DISTANCE OF 169.87 FEET TO A TXDOT MONUMENT FOUND FOR CORNER;
 THENCE CONTINUING WITH SAID SOUTHEAST LINE, NORTH 44°38'28" EAST A DISTANCE OF 300.13 FEET TO A TXDOT MONUMENT FOUND FOR CORNER;
 THENCE CONTINUING WITH SAID SOUTHEAST LINE, NORTH 45°46'36" EAST A DISTANCE OF 548.28 FEET TO A TXDOT MONUMENT FOUND FOR CORNER;
 THENCE CONTINUING WITH SAID SOUTHEAST LINE, NORTH 42°40'30" EAST A DISTANCE OF 57.61 FEET TO AN IRON ROD WITH CAP FOUND FOR THE MOST NORTHERLY CORNER OF SAID 12.797 ACRE TRACT OF LAND AND BEING THE WEST CORNER OF MAYFLOWER PLACE ADDITION ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 7230 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS;
 THENCE DEPARTING THE SOUTHEAST LINE OF SAID STATE HIGHWAY NO. 26 (GRAPEVINE HIGHWAY) SOUTH 43°59'06" EAST A DISTANCE OF 271.11 FEET TO AN IRON ROD WITH CAP FOUND FOR CORNER;
 THENCE SOUTH 88°53'22" EAST A DISTANCE OF 517.57 FEET TO AN IRON ROD WITH CAP FOUND FOR THE NORTHEAST CORNER OF SAID 12.797 ACRE TRACT OF LAND AND BEING THE SOUTHEAST CORNER OF SAID MAYFLOWER PLACE ADDITION AND BEING LOCATED IN THE WEST LINE OF MAYFAIR NORTH ADDITION, THIRD FILING, RECORDED IN VOLUME 388-97, SLIDE 51 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS;
 THENCE ALONG SAID WEST LINE, SOUTH 00°37'35" WEST A DISTANCE OF 284.32 FEET TO A 5/8 INCH IRON ROD SET FOR THE EASTERLY SOUTHEAST CORNER OF SAID 12.797 ACRE TRACT OF LAND AND BEING THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1 OF HURST ATHLETIC COMPLEX ADDITION;
 THENCE DEPARTING THE WEST LINE OF SAID MAYFAIR NORTH ADDITION, NORTH 88°58'21" WEST A DISTANCE OF 523.58 FEET TO AN IRON ROD WITH CAP FOUND FOR THE NORTHERLY NORTHWEST CORNER OF SAID LOT 1, BLOCK 1;
 THENCE SOUTH 01°17'39" WEST A DISTANCE OF 277.80 FEET TO AN IRON ROD WITH CAP FOUND FOR THE SOUTHERLY SOUTHEAST CORNER OF SAID 12.797 ACRE TRACT OF LAND AND BEING AN "L" CORNER IN THE NORTH LINE OF SAID LOT 1, BLOCK 1;
 THENCE CONTINUING WITH THE NORTH LINE OF SAID LOT 1, BLOCK 1 OF HURST ATHLETIC COMPLEX ADDITION, NORTH 89°59'52" WEST A DISTANCE OF 936.55 FEET TO THE POINT OF BEGINNING;
 CONTAINING 12.797 ACRES OR 557,435 SQUARE FEET OF LAND MORE OR LESS ALL ACCORDING TO THAT SURVEY PREPARED BY A.J. BEDFORD GROUP, INC.

EXHIBIT "B"



747 GRAPEVINE HIGHWAY
 SHURGARD TEXAS, LTD PARTNERSHIP
 MAYFLOWER PLACE ADDITION
 BLOCK 1, LOT 2R
 ZONING: OC
 USE: F1 COMMERCIAL
 4.53 ACRES
 (197,478 SF)

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
 1105 CHEER SPANIER RD., SUITE #1
 COLLEVILLE, TX 76034
 PHONE: 817.261.0707
 WWW.CLAYMOOREENGINEERING.COM

PRELIMINARY
 FOR REVIEW ONLY
 Not for construction purposes.
 CLAYMOORE ENGINEERING
 ENGINEERING AND PLANNING
 CONSULTANTS
 Engineer: **MATT MOORE**
 P.E. No. 95813, Date 10/3/2014

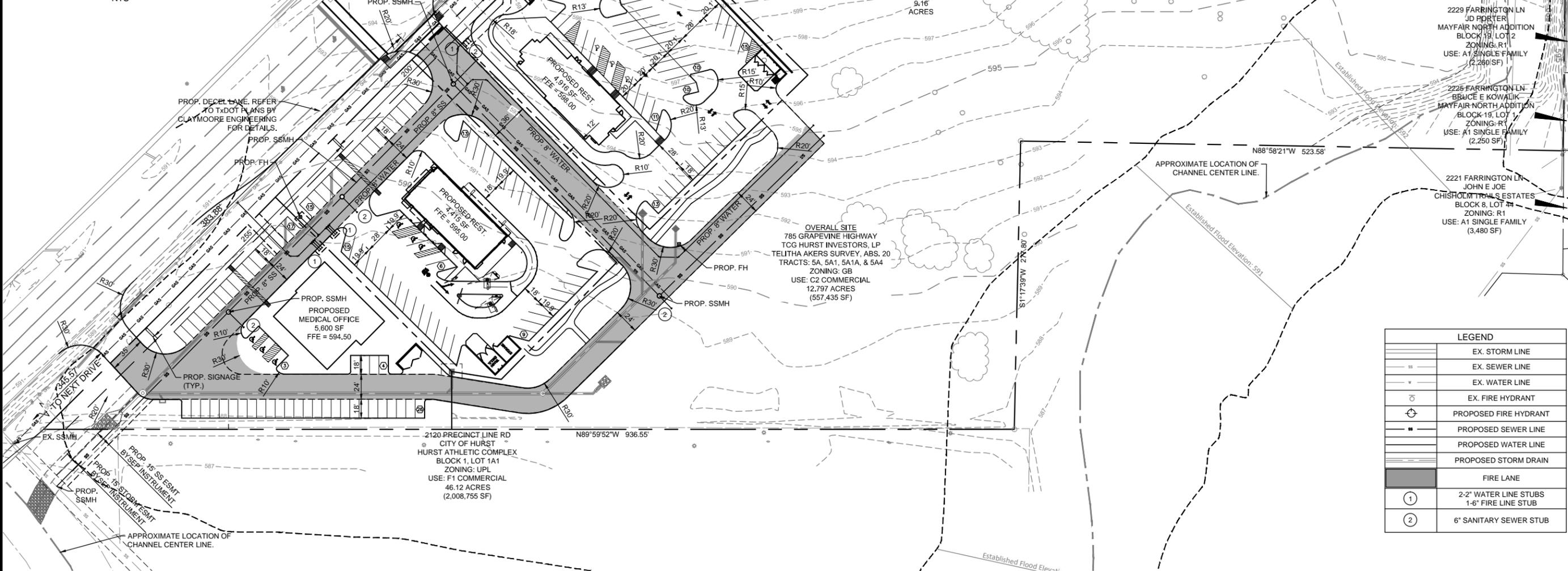
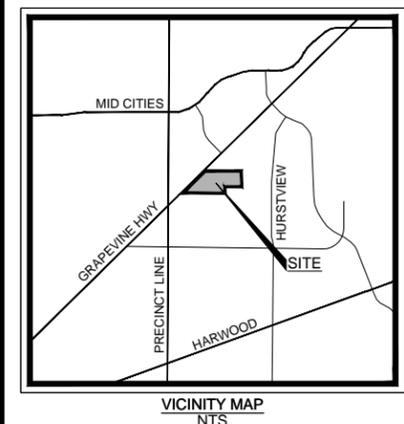
TCG HURST INVESTMENTS, LD
 GRAPEVINE HWY NO. 26
 HURST, TX

NO.	DATE	REVISION	BY

SITE PLAN

DESIGN: CLC
 DRAWN: ASD
 CHECKED: MAM
 DATE: 9/3/2014

SHEET
PSP-1
 File No. 2014-044



SITE DATA SUMMARY															
LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BLDG. AREA (SQ. FT.)	BLDG. HGT. (FT.# ST.)	LOT COVERAGE		FLR AREA RATIO		PARKING		HANDICAP SP.		
							REQ.	PROV.	REQ.	PROV.	REQ. RATIO	REQ.	PROV.	REQ.	PROV.
1	GB	MEDICAL OFFICE	1.12	48,626	5,600	35' - 1 ST.	50% MAX	11.5%	1:1 MAX	3/26	1:200 MEDICAL OFFICE	28	50	2	3
2	GB	RESTAURANT	1.18	51,073	4,415	35' - 1 ST.	50% MAX	8.6%	1:1 MAX	7/81	1:100 RESTAURANT	44	58	3	3
3	GB	RESTAURANT	1.35	56,073	4,916	35' - 1 ST.	50% MAX	8.8%	1:1 MAX	5/57	1:100 RESTAURANT	49	65	3	3

LEGEND	
	EX. STORM LINE
	EX. SEWER LINE
	EX. WATER LINE
	EX. FIRE HYDRANT
	PROPOSED FIRE HYDRANT
	PROPOSED SEWER LINE
	PROPOSED WATER LINE
	PROPOSED STORM DRAIN
	FIRE LANE
	2-2" WATER LINE STUBS 1-6" FIRE LINE STUB
	6" SANITARY SEWER STUB

Bench Mark:
 Standard City of Hurst Benchmark 110 is a brass cap in the concrete of a water valve at the southeast corner of the intersection of Precinct Line Road and (Highway 26) Grapevine Highway. Posted Elevation = 588.90

DREW: 10/3/2014 1:07 PM
 PLOT DATE: 9/3/2014 11:08 AM
 LOCATION: \\CLAYMOORENAS\PROJECTS\PROJECTS\2014-044 CRESTVIEW HURST\CADD\SHEETS\PRELIM ENGINEERING FULL SITE VSP-1 SITE PLAN 17X11 PHASE 1.DWG
 LAST SAVED: 9/3/2014 11:08 AM

PRIOR DEVELOPER AGREEMENT DATED JANUARY 30, 2008

DEVELOPER AGREEMENT

THIS AGREEMENT is entered into by **TVO/CCR Hurst, L.P.** (“Developer”) and the **CITY OF HURST, TEXAS**, (“City”) for the purpose of documenting agreements made by Developer and City to allow development of Sonrisa Medical Center (the “Project”).

For and in consideration of the City’s approval of the Project, subject to the conditions set out herein, Developer represents and agrees as follows:

1. Developer is the owner of a certain tract of land known as Tract 5A Telitha Akers Survey, Abstract 20, City of Hurst, Tarrant County, Texas, (the “Property”), 725 Grapevine Highway, as shown on the site plan presented in the January October 23, 2007 City Council agenda for case number SP-07-10, all as described in Exhibit “A”.
2. Developer and City have agreed to enter into this Agreement in order to implement installation of a full traffic actuated traffic signal (the “Signal”) at SH 26 and Sonrisa Medical Center Drive.
3. Developer is responsible for providing 100% of the cost for the Signal in accordance with TxDOT Project: SH 26 at Sonrisa Medical Center Drive, CSJ # 0363-01-131. TxDOT’s estimated cost for this work is \$243,800.00, and Developer understands that TxDOT will hire a contractor to perform the work. Developer agrees to transmit to the City \$243,800.00 upon approval of this Agreement.
4. Agreement # 02-8XXF6003 (Advanced Funding Agreement) between the City of Hurst and TxDOT on behalf of the State of Texas, approved by City Resolution no. 1435 on September 25, 2007 is incorporated into this Agreement by reference. The Advanced Funding Agreement obligates the City to transmit \$243,800.00 to TxDOT to pay for the full traffic actuated traffic signal at the intersection of SH 26 and Sonrisa Medical Center Drive.
5. Developer understands and agrees that any requests for additional funds, within reasonable limits, from TxDOT to the City for the Signal will be expected to be paid by the Developer to the City for transfer to the State. The State will not pay interest to the City and the City will not pay interest to the Developer on funds provided for the Project.
6. Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project.
7. Developer agrees and obligates itself to submit engineering plans for any public improvements on-site and off-site. Said improvements may include but are not limited to sidewalks, water mains, sewer mains, storm sewers, driveway approaches, deceleration/acceleration lanes, signalization coordination, and public street modifications (“Improvements”) based on current City and TXDOT design criteria. Said plans shall comply with all City ordinances, rules, and regulations. Developer agrees to

construct Improvements in accordance with the construction documents provided by Developer's engineer to the City.

8. The Developer agrees that a public works permit and appropriate TxDOT permits for the Improvements must be issued prior to the issuance of a building permit for any proposed development on Developer Property.
9. Developer agrees that all Improvements (excluding the Signal) shall be completed and accepted by the City of Hurst and TXDOT prior to the issuance of a certificate of occupancy for any development on Developer Property.
10. Developer shall submit a Conditional Letter of Map Revision (CLOMR) to the Federal Emergency Management Administration (FEMA). City will allow construction to proceed during FEMA's review cycle. After construction of the drainage facilities is completed, a LOMR application shall be submitted through the Hurst Public Works Department to FEMA. If FEMA approval of the LOMR is not received by the time the Developer requests a Certificate of Occupancy, Developer shall escrow \$10,000 with the City until such time as the LOMR is approved, but issuance of a Certificate of Occupancy shall not be delayed due to the pending map revision if the escrow is received.
11. Developer shall submit as-built drawings of Improvements to the engineering division prior to final acceptance and the issuance of the Certificate of Occupancy. If as-built drawings are not available at the time of request for a Certificate of Occupancy, an escrow deposit of \$5,000, refundable upon acceptance of the project and receipt of as-built plans, will be required.

Indemnity Provisions. The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees, and contractors in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, contractors, or other person, arising out of Developer exercising the rights and obligations granted and set forth herein and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and contractors in both their public and private capacities, from any and all such claims and demands, except such liability, claims, suits, demands or causes of action, injuries to property or person, or death of any person resulting from the City and all of its officials, officers, agent, consultants and employees in both their public and private capacities, or unrelated third parties gross negligence or intentional acts. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, and employees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorneys' fees for injury to or death of any person or for any damage to any property arising out of Developer exercising the rights and obligations granted and set forth herein, except such liability, claims, suits, demands or causes of action, injuries to property or person, or death of any person resulting from the City and all of its officials, officers, agent,

consultants and employees in both their public and private capacities, or unrelated third parties negligence or intentional acts. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law.

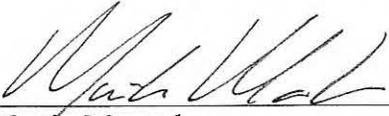
Indemnity Against Design Defects. Approval of the City Engineer or other City employee, official, consultant, employee, officer, City Council member, or Planning and Zoning Commissioner of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants, and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, arising out of Developer exercising the rights and obligations granted and set forth herein

Miscellaneous. The Agreement granted herein shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their successors-in-title. This Agreement is binding upon the parties hereto and their successors and assigns and may not be amended or modified except in writing signed by the parties hereto or their successors or assigns.

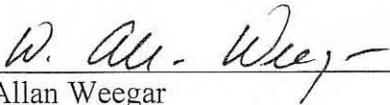
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date. This Agreement becomes effective when signed by the last party, whose signing makes the Agreement fully executed, and the Developer and the City will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties.

DEVELOPER: TVO/CCR Hurst, L.P

CITY: CITY OF HURST



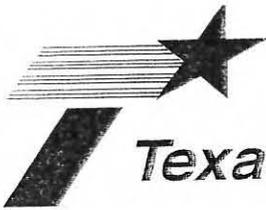
Martin Morgades
Authorized Signatory



Allan Weegar
City Manager

Date: 1/17/2008

Date: 1-30-08



Texas Department of Transportation

P.O. BOX 6868 • FORT WORTH, TEXAS 76115-0868 • (817) 370-6500

January 4, 2011

Ron Haynes
Director of Public Works
City of Hurst
1505 Precinct Line Road
Hurst, Texas 76054

RE: Project: CC 0363-01-131
CSJ: 0363-01-131
Limits: SH 26 at Sonrisa Medical Center Drive in Hurst
County: Tarrant

Dear Mr. Ron Haynes:

According to our files, the above captioned project was cancelled by the City of Hurst. The City of Hurst placed a total of \$243,800.00 as advanced payment to cover its share of the estimated costs associated with the construction of this project.

Attached is your final Statement of Cost amounting to \$5,887.84 leaving a refund of \$237,912.16. Enclosed is the check for the refund balance.

If you should have any questions concerning this matter, please contact Annette Cuevas at (817) 370-6924.

Sincerely,

Maribel P. Chavez, P.E.
District Engineer
Fort Worth District

Attachment

cc: Vilma Ruiz, FIN

City Council Staff Report

SUBJECT: Consider Resolution 1616 authorizing the city manager to enter into an Advance Funding Agreement with Texas Department of Transportation for the installation of a traffic signal at the intersection of State Highway 26/Grapevine Highway and Cogent Parkway/Lowe's Driveway, 785 Grapevine Highway

Supporting Documents:

Resolution 1616
 Advance Funding Agreement

Meeting Date: 1/27/2015
 Department: Public Works
 Reviewed by: Ron Haynes
 City Manager Review:

Background/Analysis:

On November 11, 2014, Council approved a site plan for proposed Lots 1-4, Block 1, Crestview Highway 26 Addition, a 12.79 acre tract of land at 785 Grapevine Highway just south of Lowe's Hardware Store. As part of that proposed site plan, a new traffic signal is proposed at the main entrance drive approach to the addition, Cogent Parkway, and State Highway 26/Grapevine Highway. This location lines up with the main driveway into Lowe's parking lot. The construction plans for the proposed traffic signal are under final review by the Texas Department of Transportation (TXDOT). The previous potential developer of this property escrowed \$237,912.16 toward the installation of this proposed traffic signal. The money is currently being held by the City for use towards this signal installation.

TxDOT requires a city to enter into an Advance Funding Agreement prior to any construction being done in the State right-of-way on signals being installed at the request of the City for development. The Funding Agreement will outline that the cost for construction will be the responsibility of the City. State participation in the cost will be to pay the "Construction Direct State Costs" and the "Indirect State Costs". The estimated construction cost to be prepaid by the City to TXDOT is \$192,267.02. The State participation amount is estimated at a total of \$57,988.00. Total estimated cost for the signal including the State participation is \$250,255.02.

Construction of the traffic signal will be administered by TXDOT and they will own and maintain the signal upon completion. The new signal timing will be coordinated with the existing signals on State Highway 26 north and south of this intersection.

Funding and Sources:

Sufficient funds of \$237,912.16 are available in escrow for this proposed traffic signal construction.

Recommendation:

Staff recommends that City Council approve Resolution 1616 authorizing the city manager to enter into an Advance Funding Agreement with Texas Department of Transportation for the installation of a traffic signal at the intersection of State Highway 26/Grapevine Highway and Cogent Parkway/Lowe's Driveway at 785 Grapevine Highway.

RESOLUTION 1616

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADVANCE FUNDING AGREEMENT FOR A TRAFFIC SIGNAL AT STATE HIGHWAY 26 AND COGENT PARKWAY / LOWE'S DRIVEWAY

WHEREAS, the developer of the Crestview Development at 785 Grapevine Highway / State Highway 26 has requested approval from Texas Department of Transportation (TXDOT) for a signal at State Highway 26 and Cogent Parkway / Lowe's Driveway and has agreed to pay for the construction of the signal; and

WHEREAS, TXDOT has approved a proposed signal at that location; and

WHEREAS, the City of Hurst has funds in escrow to cover the estimated construction cost of the proposed traffic signal at this location.

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

Section 1. THAT the City desires to enter into an Advance Funding Agreement with TXDOT for the construction of this traffic signal project described as CSJ # 0902-00-137, Project No. STP 2015 (226); and

Section 2. THAT the City Council of the City of Hurst authorizes the city manager to execute, on behalf of the City, the Advance Funding Agreement for a traffic signal at State Highway 26 and Cogent Parkway / Lowe's Driveway with TXDOT.

AND IT IS SO RESOLVED.

Approved this the 27th day of January 2015 by a vote of to .

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Richard Ward, Mayor

Approved as to form and legality:

City Attorney

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the **City of Hurst**, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number **#114027** authorizes the State to undertake and complete a highway improvement generally described as **traffic signal installation non-site specific**; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **installation of a traffic signal at the intersection of SH 26 (Grapevine Highway) and Lowe's Driveway/Driveway A in Hurst. This will include Mast Arms, Signal Poles, Pedestrian Poles, Radar Detection System, Pedestrian Signals, Controller Cabinet, Electrical Service, Signs and Pavement Markings**, called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided for by this agreement.

2. Project Funding and Work Responsibilities

- A.** The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
- B.** At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
- C.** In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local

Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

- A. If the Local Government's financial responsibility is a specified percentage as reflected in Attachment A, Payment Provision and Work Responsibilities, and changed site conditions are discovered that result in the Local Government's funding being insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the additional funds. The Local Government shall pay the funds to the State within thirty (30) days of the written notification, unless otherwise agreed to by the parties to this agreement. Should the Local Government fail to pay the additional funds, this agreement shall be mutually terminated in accordance with Article 11 – Termination.
- B. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

11. Termination

- A. This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

<p>Local Government:</p> <p>City Manager</p> <p>City of Hurst</p> <p>1505 Precinct Line Road</p> <p>Hurst, Texas 78054</p>	<p>State:</p> <p>Director of Contract Services Office</p> <p>Texas Department of Transportation</p> <p>125 E. 11th Street</p> <p>Austin, Texas 78701</p>
---	--

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

15. Amendments

By mutual written consent of the parties, this agreement may be amended prior to its expiration.

16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately and the State may recover damages and all costs of completing the work.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature 

Allan Weegar

Typed or Printed Name

City Manager

Title

Date

THE STATE OF TEXAS

District Engineer

Date

**ATTACHMENT A
 PAYMENT PROVISION AND WORK RESPONSIBILITIES
 Standard AFA
 State Performs Work**

Costs will be allocated based on applicable Federal/State funding and a fixed amount of Local Government funding until Local Government funding reaches the maximum obligated amount. The State will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation	State Participation	Local Participation
		Cost	Cost	Cost
Construction (by State)	\$192,267.02	\$0	\$0	\$192,267.02
Subtotal	\$192,267.02	\$0	\$0	\$192,267.02
Construction Direct State Costs	\$46,952.00	\$0	\$46,952.00	\$0
Indirect State Costs	\$11,036.00	\$0	\$11,036.00	\$0
TOTAL	\$250,255.02	\$0	\$57,988.00	\$192,267.02

Initial payment by the Local Government to the State: **\$192,267.02**

The total amount of Local Government participation shall not exceed the amount appearing above.



MEMO

December 4, 2014

To: Brian Stanford, Traffic Operations Division
Meg Moore, Traffic Operations Division

From: Sheryl Allen
Contract Services Office

Subject: Review of Advance Funding Agreement
CSJ: 0902-00-137
Local Government: City of Hurst
CS Log No.: 13353
District Contact: Allen Bowie, Ft. Worth District, 817-370-6755

Attached is an agreement for your review. We will not process it for execution until we have received either: (1) your concurrence on the document; or, (2) your required modifications. We need your reply within 5 working days.

If you have questions concerning this agreement, please contact me at 512-416-4676 or contact the district directly.

Review Date: 12-5-2014

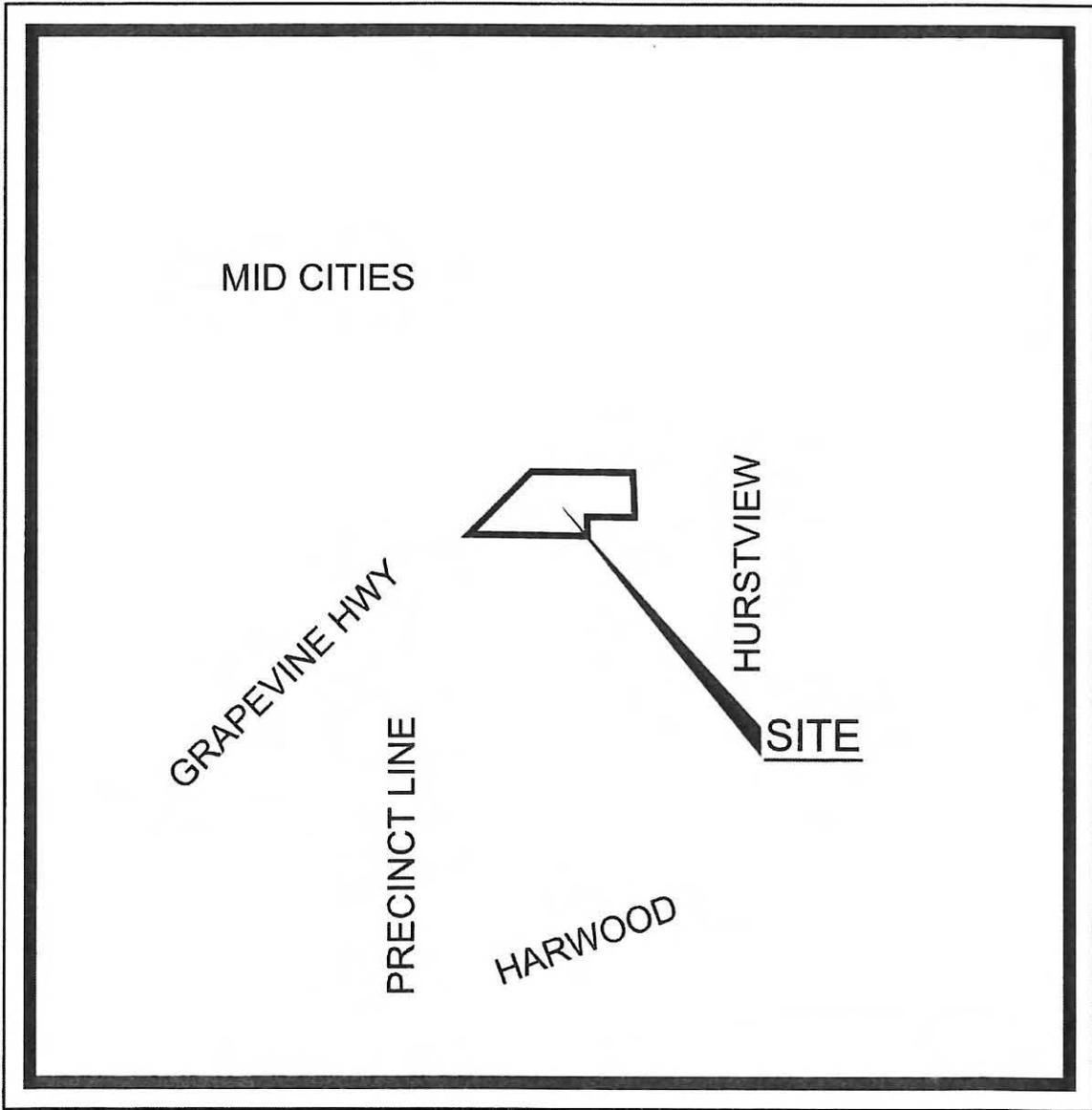
We have reviewed the above-cited agreement and recommend the following actions:

1. The documents are acceptable as is. (Initial here MM ←)
2. The documents need to be modified as indicated. This change:
 - a. has been coordinated with the district (Initial here _____)
 - b. needs to be coordinated with the district (Initial here _____)

COMMENTS:

OUR GOALS
MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer



VICINITY MAP
NTS

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into an Engineering Services Contract with Freese and Nichols for a study to determine a means of metering wastewater entering the City of Hurst from the City of Bedford

Supporting Documents:

Engineering Services Contract

Meeting Date: 1/27/2015
 Department: Public Works
 Reviewed by: Ron Haynes
 City Manager Review:

Background/Analysis:

The cities of Hurst and Bedford entered into a contract in 1977 for wastewater services. Since that time, wastewater from Bedford has flowed into the city of Hurst Valley View trunk sewer main. The flow enters into Hurst through six locations. The flow from Bedford is not metered; sewer charges are based on house counts and estimates of flow based on industry standards.

The engineering services contract with Freese and Nichols will accomplish the following:

- the flow from the six points of entry will be determined,
- metering possibilities will be determined,
- analyze the potential to combine any or all of the six points of entries, and
- propose final recommendations for billing.

Freese and Nichols is a highly qualified engineering firm for this type work. The firm has performed several projects successfully for Hurst in the past.

Their fee is a not-to-exceed amount of \$39,800. The City of Bedford will pay 50% of the cost of the study.

Funding and Sources:

Funds are available in the Public Works Operating Budget and the Water and Wastewater Depreciation account.

Recommendation:

Staff recommends the City Council authorize the city manager to enter into an engineering services contract with Freese and Nichols, for an amount not to exceed \$39,800.

- B. Payments shall also include Direct Non-Labor Expenses which, in general, include expenses for supplies, transportation, equipment, travel, communication, subsistence and lodging away from home, and similar incidentals.

The Direct Non-Labor expenses shall be reimbursable at actual invoice cost plus 10%, except for living and travel expenses when away from the home office on business connected with the Project. All travel outside of the Dallas/Fort Worth Metropolitan Area to be made, which are reimbursable at actual invoice cost, by the Engineer in connection with the Project must first be approved in writing by the City's Engineer.

- C. Subcontractor cost shall be reimbursed at the actual invoice cost plus 10%.
- D. Engineer shall submit itemized monthly statements for Services, Direct Non-Labor Expenses, and for Subcontractors Costs incurred. City shall make payments in the amount shown by the Engineer's monthly statements and other documentation submitted, and no interest shall ever be due on late payments.
- E. Total payments for direct non-labor expenses, costs, and services, described in Exhibit B, shall not exceed \$39,796.00.
- F. Nothing contained in this article shall require City to pay for any work which is unsatisfactory as reasonably determined by the Director or which is not submitted in compliance with the terms of this Contract. City shall not be required to make any payments to the Engineer when the Engineer is in default under this Contract; nor shall this paragraph constitute a waiver of any right, at law or in equity, which City may have if the Engineer is in default, including the right to bring legal action for damages or for specific performance of this Contract, nor shall it constitute a waiver of any right, at law or in equity, which Engineer may have to bring legal action for payment when Engineer believes it was not under such default and is owed fees under the terms of this agreement.

5. OWNERSHIP OF DOCUMENTS

All information and other data given to, prepared, or assembled by Engineer under this Contract, and other related items shall become the sole property of City and shall be delivered to City, without restriction on future use. Engineer may make copies of any and all documents and items for its files. A set of mylar reproducible plans shall be filed with the City prior to final payment. Engineer shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone subsequent to the completion of the Project.

City shall require that any such change or other use shall be sealed by the Engineer making that change or use and shall be appropriately marked to reflect what was changed or modified.

6. **SERVICES BY CITY**

City shall provide the following services under this Contract:

- A. Provide available criteria and information to the Engineer as City's requirements for the Project.
- B. Provide sample drawings to use as guidelines.
- C. Provide all available City of Hurst drawings, maps, and notes relating to existing public facilities within the limits of the Project.

7. **COMPLETION SCHEDULE**

The services furnished by the Engineer under this Contract will be completed in accordance with the following: FNI will deliver the final Meter Station Study within four months from the notice to proceed.

For the purposes of this Contract, a month is defined as thirty (30) calendar days and a week as seven (7) calendar days. If any of the following submissions fall on a City non-working day, then the submission shall be due the following City working day.

8. **NOTICE TO PROCEED**

City shall have complete control of the services to be rendered and no work shall be done under this Contract until the Engineer is instructed in writing to proceed.

9. **TERMINATION OF CONTRACT**

City may indefinitely suspend further work hereunder or terminate this Contract or any phase of this Contract upon thirty (30) days prior written notice to the Engineer with the understanding that immediately upon the receipt of such notice all work and labor being performed under this Contract shall cease immediately. Before the end of the thirty (30) day period, Engineer shall invoice the City for all work accomplished by him prior to the receipt of such notice. No amount shall be due for lost or anticipated profits. All plans, field surveys, and other data related to the Project shall become property of City upon termination of the Contract and shall be promptly delivered to City in a reasonably organized form without restriction on future use except as stated in Article 5. Should City subsequently contract with a new consultant for continuation of services on the Project, Engineer shall cooperate in providing information.

10. **RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

Approval by City shall not constitute nor be deemed a release of the responsibility and liability of the Engineer, its employees, associates, agents, and consultants for the accuracy and competency of their designs or other work; nor shall approval be deemed to be an assumption of such responsibility by City for any errors or omissions in the design or other

work prepared by the Engineer, its employees, subcontractor, agents and consultants.

11. **EQUAL EMPLOYMENT OPPORTUNITY**

- A. The Engineer shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, or place of birth. The Engineer shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, religion, sex, ancestry, national origin, or place of birth.
- B. If the Engineer fails to comply with the Federal Laws relating to Equal Employment Opportunity, it is agreed that the City at its option may do either or both of the following:
 - 1) Cancel, terminate, or suspend the contract in whole or in part;
 - 2) Declare the Engineer ineligible for further City Contracts until he is determined to be in compliance.

12. **AMENDMENTS**

This Contract may be amended or supplemented in any particular only by written instrument and only as approved by resolution of City Council or the City Manager, except for termination under Section 9, Termination of Contract, which may be accomplished by the Director of Public Works or his designated representative as identified in Section 9, Termination of Contract.

13. **COMPLIANCE WITH LAWS, CHARTERS, AND ORDINANCES, ETC.**

The Engineer, his consultants, agents and employees, and subcontractors shall comply with applicable Federal and State Laws, the Charter and Ordinances of the City of Hurst, and with applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies existing and published before date of this agreement.

14. **RIGHT OF REVIEW**

Engineer agrees that City may review any and all of the work performed by Engineer under this Contract. City is hereby granted the right to audit at City's election, all of the Engineer's records and billings related to the performance of this contract. Engineer agrees to retain such records for a minimum of three (3) years following completion of this contract.

15. **CONFLICT OF INTEREST**

No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee

guilty thereof shall thereby forfeit his office or position with the City. Any violation of this section with knowledge, expressed or implied, of the person or corporation contracting with the City shall render the Contract involved voidable by the City Manager or the City Council.

16. **CONTRACT PERSONAL**

This Contract is for personal and professional services; and the Engineer shall not assign this Contract, in whole or in part, without the prior written consent of the City.

17. **NOTICES**

All notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing the same in the United States Mail at the address shown below unless and until either party is otherwise notified in writing by the other party at the following addresses. Mailed notices shall be deemed communicated after five days.

If intended for Hurst, to:

Gregory W. Dickens

Contact Person

City Engineer

Title

City of Hurst
1505 Precinct Line Road
Hurst, Texas 76054
(817) 788-7080

If intended for Engineer, to:

Thomas Haster, P.E.

Contact Person

Principal

Title

Freese and Nichols, Inc.

Firm Name

4055 International Plaza, Suite 200

Address

Fort Worth, Texas 76109-4895

City, State, Zip Code

817-735-7238

Telephone No.

18. **INDEPENDENT CONTRACTOR**

In performing services under this Contract, Engineer is performing services of the type performed prior to this contract; and Engineer by the execution of this contract does not change the independent status of the Engineer. No term, or provision hereof, or act of Engineer in the performance of this Contract shall be construed as making Engineer the agent, servant, or employee of Hurst.

19. **INDEMNITY**

Engineer agrees to defend, indemnify, and hold City whole and harmless against claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, error or omission of Engineer, or any agent, servant, or employee of Engineer in the execution or performance of this Contract, without regard to whether such persons are under the direction of City agents or employees.

This provision shall not be deemed to apply to liability for damage that is caused by or results from the negligence of the City of Hurst or its employees or other agents.

20. **INSURANCE**

Engineer agrees to maintain workmen's compensation insurance to cover all of its own personnel engaged in performing services for client under this agreement. Engineer also agrees to maintain professional liability insurance and commercial general liability coverage in the amounts listed below:

Professional Liability Insurance - \$1 Million per claim/aggregate
Commercial General Liability Insurance - \$1 Million per claim/aggregate
Workers Compensation - Statutory

21. **VENUE**

The obligations of the parties to this Contract are performable in Tarrant County, Texas; and if legal action is necessary to enforce it, exclusive venue shall lie in Tarrant County, Texas.

22. **APPLICABLE LAWS**

This Contract is made subject to the provisions of the Hurst Code, other City Ordinances, Standards, Hurst Specifications for materials and construction, as amended, and all State and Federal Laws.

23. **GOVERNING LAWS**

This contract shall be governed by and construed in accordance with the laws and decisions of the State of Texas.

24. **LEGAL CONSTRUCTION**

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

25. **PUBLISHED MATERIAL**

Engineer agrees that the City shall review and approve any written material about City projects and/or activities prior to being published by the Engineer.

26. **CAPTIONS**

The captions to the various clauses of this Contract are for informational purposes only and shall not alter any substance of the terms and conditions of this Contract.

27. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Contract, their assigns.

28. ENTIRE AGREEMENT

This Contract (page 1 thru 7, Exhibit A and B) embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract, and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Contract.

IN WITNESS WHEREOF, the parties hereby have executed this agreement in triplicate originals on this date, the ____ day of _____, 2015.

Freese and Nichols, Inc.

CITY OF HURST

Firm Name



Signature

City Manager

Thomas Haster, P.E., Principal

Title

Director of Public Works

4055 International Plaza, Suite 200

APPROVED AS TO FORM:

Address

Fort Worth, Texas 76109-4895

City, State, Zip Code

City Attorney

**EXHIBIT A - City of Hurst
Valley View Interceptor – Off-Line Meter Station Study
Scope of Services**

Task I – Project Start-up

Engineer will plan and participate in a project start-up meeting with both the City of Hurst and the City of Bedford (Cities) in order to establish lines of communication, clarify scope and schedule, and identify team members. At this meeting, all existing plans, reports, maps, flow data, etc. (support data) for both cities shall be delivered to the Engineer.

Task II – Review Existing Plans and Reports

Engineer will review support data previously obtained from the Cities. A base map for the study will be based on the support data provided by the Cities. An on-the-ground survey will not be performed and shall not be considered a part of the scope of the project.

Task III – Wastewater Flows (Existing and Future)

Engineer will review existing wastewater sewer flows that contribute to the overall flow within the Valley View Interceptor. This will include the flows contributed by the City of Hurst as well as flows contributed by the City of Bedford at each of their six points-of-entry. The existing flows will then be projected for future based on build-out conditions. Engineer will provide the flow data to both cities for review prior to preparation of the preliminary report.

Task IV – Preparation of Preliminary Report

Engineer will prepare a preliminary report for review by both Cities. This report will include up to three recommendations and/or alternatives for metering the City of Bedford's points-of-entry. Those recommendations/alternatives are:

1. Establish metering criteria, based on number of service connections, and/or installation of physical meter for each of the six points-of-entry. If a physical meter is recommended, the recommendation shall include the meter type to be installed.
2. Same as recommendation/alternative No.1 above, but reducing the overall number of points-of-entry to two or three, by combining several of the City of Bedford sewer mains together, prior to metering.
3. Same as recommendation/alternative No.1 above, but by combining the flows from all six City of Bedford sewer mains into one trunk main so that only one physical meter is necessary.

The report will also include general recommendations on measuring Biological Oxygen Demand (BOD) and Total Suspended Solids (TSS) and the resulting costs currently being charged to the City of Hurst by the City of Fort Worth. The recommendation will include the method and frequency the BOD/TSS tests will be performed as well as options on cost-sharing with the City of Bedford.

Included in the preliminary report will be opinions of probable construction costs (OPCC) for all recommendations/alternatives. As a result of current flows overloading the Valley View Interceptor, recommendations will also be made on future improvements and options for cost-sharing for funding those improvements.

The Engineer shall submit electronic PDFs and five hard copies of the draft report, to both the City of Hurst and the City of Bedford, for review. Once both cities have reviewed the draft report and tabulated their comments, a review meeting will be scheduled.

Task V – Preparation of Final Report

Engineer will incorporate all comments from both cities and finalize the report. The Engineer shall submit electronic PDFs and five hard copies of the final report, to both the City of Hurst and the City of Bedford. Once comments have been addressed and incorporated into the report, a meeting will be scheduled to present the final report.

Task VI – Project Meetings

Engineer will plan and participate in two project meetings. The first meeting will be for Project Start-up where support data is provided to the Engineer. The second meeting will be for reviewing initial data and findings of the Preliminary Report. Both meetings shall include the City of Hurst, the City of Bedford and the Engineer. The Final Report will be provided via courier to both cities.

City Council Staff Report

SUBJECT: LifePak 15 Cardiac Monitor Purchase	
Supporting Documents:	
Physio Control Statement of Work (and quote) Physio Control Sole Source Letter	Meeting Date: 1/27/2014 Department: Fire Reviewed by: John Brown City Manager Review:
Background/Analysis:	
<p>The Fire Department is requesting the purchase of two Physio Control LifePak 15 Cardiac Monitors for 82,000 dollars. This request will replace the two remaining LifePak 12 Cardiac Monitors that are currently in frontline service. These machines were purchased in 2003 and are at end of their service life. We can only purchase the LifePak 15's due to the Medical Director requirement that initial cardiac defibrillation be at 360 Joules; other cardiac monitors do not have that capability. This request includes a five year service contract for the two cardiac monitors as well an 8,000 dollar trade-in. As part of this purchase price, the other four front-line monitors will be up-fitted with 3G modems to replace their 2G modems (modems are used to transmit EKGs to hospitals).</p>	
Funding and Sources:	
<p>There are two machines currently funded for FY 14/15 for \$90,000.</p>	
Recommendation:	
<p>The Fire Department recommends that the City Council approve the purchase of two LifePak 15 Cardiac Monitors (service contract and modem upgrades) for a total not to exceed \$85,000.</p>	



Physio-Control, Inc.
 11811 Willows Road NE
 P.O. Box 97023
 Redmond, WA 98073-9723 U.S.A
 www.physio-control.com
 tel 800.442.1142
 fax 800.732.0956

To: Wes Rippy
 Hurst Fire Department
 2100 Precinct Line Road
 Hurst, TX 76054
 Phone: (817) 788-7272
 wrippy@hursttx.gov

Quote#: 1-271439882
Rev#: 3
Quote Date: 01/22/2015
Sales Consultant: David Atkinson
 800-442-1142 x 72438
FOB: Redmond, WA

Terms: All quotes subject to credit approval and the following terms & conditions

Contract: None

Exp Date: 02/01/2015

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	99577-001257 - LP15 MONITOR/DEFIB, CPR, Pace, to 360j, SPO2/CO/MetHb, 12L GL, NIBP, CO2, Trend, BT THE LIFEPAK 15 IS AN ADAPTIV BIPHASIC FULLY ESCALATING (TO 360 JOULES) MULTI-PARAMETER MONITOR/DEFIBRILLATOR . 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486 (one per order) , SERVICE MANUAL CD- 21300-008084 (one per order) and SHIP KIT (RC Cable) 41577-000126 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	2	\$36,595.00	\$5,489.25	\$4,000.00	\$27,105.75	\$54,211.50
2	11141-000115 - BASE-REDI-CHARGE MOBILE BATTERY CHARGER BASE- REDI-CHARGE BATTERY CHARGER	1	\$1,374.00	\$206.10	\$0.00	\$1,167.90	\$1,167.90
3	21330-001176 - LI-ION BATTERY 5.7 AMP HOUR CAPACITY RECHARGEABLE LITHIUM-ION, WITH FUEL GAUGE	8	\$424.00	\$63.60	\$0.00	\$360.40	\$2,883.20
4	11140-000015 - AC POWER CORD	1	\$73.00	\$10.95	\$0.00	\$62.05	\$62.05
5	11140-000052 - LP 15 ADAPTER- REDI-CHARGE BATTERY CHARGER LP 15 ADAPTER- REDI-CHARGE BATTERY CHARGER	1	\$185.00	\$27.75	\$0.00	\$157.25	\$157.25
6	11171-000032 - RAINBOW DCI-DC8,ADULT REUSE SENSOR,8FT,REF 2407 RAINBOW DCI-DC8,ADULT REUSE SENSOR,8FT,REF 2407	2	\$844.00	\$126.60	\$0.00	\$717.40	\$1,434.80
7	11171-000033 - RAINBOW DCIP-DC8,PED REUSE SENSOR,8FT,REF 2640 RAINBOW DCIP-DC8,PED REUSE SENSOR,8FT,REF 2640	2	\$844.00	\$126.60	\$0.00	\$717.40	\$1,434.80
8	11160-000003 - NIBP CUFF-REUSEABLE,CHILD	2	\$24.00	\$3.60	\$0.00	\$20.40	\$40.80
9	11160-000005 - NIBP CUFF-REUSEABLE,ADULT	2	\$29.00	\$4.35	\$0.00	\$24.65	\$49.30

Quote#: 1-271439882
 Rev#: 3
 Quote Date: 01/22/2015

Quote Products (continued)

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
10	11160-000007 - NIBP CUFF-REUSEABLE,LARGE ADULT	2	\$32.00	\$4.80	\$0.00	\$27.20	\$54.40
11	11160-000009 - NIBP CUFF- REUSEABLE,X-LARGE ADULT	2	\$47.00	\$7.05	\$0.00	\$39.95	\$79.90
12	21300-007299 - NIBP TUBING - 9 FOOT FOR USE WITH LIFEPAK 15 MONITOR/DEFIBRILLATOR	2	\$54.00	\$8.10	\$0.00	\$45.90	\$91.80
13	11577-000002 - LIFEPAK 15 Basic Carry Case w/ right & left pouches Includes shoulder strap 11577-000001	2	\$284.00	\$42.60	\$0.00	\$241.40	\$482.80
14	11220-000028 - Top Pouch Storage for sensors and electrodes. Insert in place of standard paddles.	2	\$50.00	\$7.50	\$0.00	\$42.50	\$85.00
15	11260-000039 - LP15 Rear Pouch for carrying case	2	\$73.00	\$10.95	\$0.00	\$62.05	\$124.10
16	21996-000085 - 3G Modem - Verizon - Customer provides own data plan.	6	\$1,029.00	\$154.35	\$0.00	\$874.65	\$5,247.90
17	99428-000306 - GATEWAY Provisioning Fee (For non Physio-Control Data Plans)	1	\$299.00	\$0.00	\$0.00	\$299.00	\$299.00
18	11600-000022 - CODE-STAT 10 Data Review Seat Includes 1 CODE-STAT Data Review Software Version 10.0 and implementation support.	1	\$2,500.00	\$375.00	\$0.00	\$2,125.00	\$2,125.00
19	LP15-OSCOMP-4 - LIFEPAK 15 POS Service Contract - 4 YEAR. On-site Comprehensive Coverage. Price per unit. Contracts with 4 and 5 year terms must be paid in full up front.	2	\$6,720.00	\$940.80	\$0.00	\$5,779.20	\$11,558.40
20	50999-000117 - ZONE TRAVEL CHARGE: ZONE 1	4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SUB TOTAL \$81,589.90
 ESTIMATED TAX \$0.00
 ESTIMATED SHIPPING & HANDLING \$185.00
GRAND TOTAL \$81,774.90

Trade-in Detail			
Product	Qty	Unit Value	Total Value
Pricing Summary Totals			
List Price:			\$105,189.00
Trade-ins:			- \$8,000.00
Cash Discounts:			- \$15,599.10
Tax + S&H:			+ \$185.00

GRAND TOTAL FOR THIS QUOTE \$81,774.90

**TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO:
800-732-0956, ATTN: REP SUPPORT**

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Ref. Code: JY/02710701/1-4HELDX

Notes:

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no charge are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>

2 LIFEPAK 12 Biphasic - 3 Feature trade ins

Trade-in values are a function of the market value and the condition of the device at the time of trade in, thus values may be subject to change. Please note that device serial numbers are required at time of order.

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections and Returns

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf.

Service Terms

All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.

ADDRESS

11811 Willows Road NE
Redmond, WA 98052

PHONE

GENERAL
425 867 4000

TOLL-FREE
800 442 1142

www.physio-control.com

December 1, 2014

Physio-Control, Inc. is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training markets for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® 2 Chest Compression System

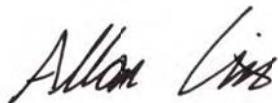
Physio-Control, Inc. is the sole-source provider in **all** markets for the following products & services:

- RELISM (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® System and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- PulsePoint Agency Services
- HealthEMS® Software
- HomeSolutions.NET® Software

Physio-Control does not authorize any resellers to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products. If you have questions, please feel free to contact your local Physio-Control sales representative at 800.442.1142.

Sincerely,

PHYSIO-CONTROL, INC.



Allan Criss
Vice-President, Americas Sales

**TEEN COURT ADVISORY BOARD MINUTES
MEETING OF NOVEMBER 6, 2014**

DRAFT

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The Teen Court Advisory Board of the cities of Hurst, Euless and Bedford, Texas met at 6:00 p.m. at Bedford City Hall on the 6th day of November, 2014, with the following members present:

HURST: Phoebe Soward, Jennifer Tucker, Dawn Jordan Wells
EULESS: Warren Wilson, Renu Sloan
BEDFORD: Jeanne Owers, Kathleen Toms, Janet Key
TEEN REPRESENTATIVES: Dakota Ridgway, Trinity High School
Hurst Council Liaison – Anna Holzer
Bedford Council Liaison – Steve Farco
Euless Council Liaison –
HEB Teen Court Coordinator – Mindy Eichorst
HEB Teen Court Assistant Coordinator –
Also present:
Hurst Deputy City Secretary –
Euless Staff Liaison – Teresa Alexander
Bedford Court Manager –
Hurst Court Manager – Lisa Howard
HEB Teen Court Clerk-
Bedford Administrative Services Director-

CALL TO ORDER

Chairperson Phoebe Soward called the meeting to order at 6:02 p.m. with a quorum of eight Board Members present.

APPROVAL OF MINUTES

- 1. Consider approval of the following Teen Court Advisory Board minutes:
a) August 7, 2014 regular meeting.**

Minutes of the October 2, 2014 Regular Board Meeting were reviewed. Jeanne Owers made a motion to accept the minutes and Renu Sloan seconded the motion. The motion passed unanimously.

2. Introductions

One new City of Hurst Advisory Board Member was present and introduced: Dawn Jordan-Wells.

OLD BUSINESS

3. Discuss ideas for fundraisers.

Chairperson Phoebe Soward spoke with L.D. Bell High School Assistant Principal Donna Paul about having a Kona Ice Truck on the school property during extra-curricular activities and she said no. There is not enough available staff. Secretary Kathleen Toms mentioned at the October advisory board meeting that she would check with SpringCreek Barbeque located in Bedford. She checked with managers and they mentioned the organization had to be an elementary school. Renu Sloan mentioned the possibility of getting a piece of art donated from a local artist.

4. Discuss and possibly take action on a sponsorship/information flier for the Advisory Board Members.

Teen Court Coordinator Mindy Eichorst mentioned that each advisory board member's name could be added to a letter to make it personal along with the information flier.

5. Discuss and possibly take action on items as they relate to the 2015 annual Teen Court Scholarship Banquet.

Teen Court Coordinator Mindy Eichorst announced the 2015 annual Teen Court Scholarship Banquet will be held on Thursday, April 16, 2015 at the Hurst Conference Center. She mentioned she spoke with Judge Murphy about having speaker Associate Justice Debra Lehrmann and he was waiting to hear back. Ms. Eichorst mentioned to come up with other speakers in case something happens and she would not be able to be available. Janet Key mentioned Mark Gimenez, a local attorney turned murder/mystery author that she has heard speak before. Another suggestion was to have a teen that was a previous teen court volunteer come back and speak of where they are and what they are doing.

Some of the details for the banquet were discussed and voted on. A unanimous vote was decided to have black and silver invitations or blue and silver invitations. The final decision was left up to Teen Court Coordinator Mindy Eichorst. The first choice for food was Italian food and this also was a unanimous decision.

NEW BUSINESS

6. Discuss the 83rd Regular Session of Texas Legislature and how it has impacted referrals to the HEB Teen Court Program.

Teen Court Coordinator Mindy Eichorst explained that in January 2014, there was Texas House Bill 528 and Texas State Bill 393 that passed and went into effect and have had an impact on the HEB Teen Court Program. Ms. Eichorst handed out an information sheet explaining the two bills. The main impact of the bills is that citations are not being written at school or on school property by a School Resource Officer. There are not as many citations being written which in turn affects how many teens come through the program, how many teen/adult volunteers are needed, and affects the community service options and events open to the teens. Since the schools are writing referrals instead of the SRO's writing citations, there are not any reports that the teen volunteer attorneys can use if they are defending or prosecuting the teen defendants. Ms. Eichorst has explained this to both the teen volunteers and the adult volunteers since they are seeing the impact.

7. Set the date for the next Teen Court Advisory Board Meeting.

The next HEB Teen Court Advisory Board meeting will be held on Thursday, January 15, 2015 at 6:00 p.m. at the Bedford City Hall upstairs conference room, 2000 Forest Ridge Drive.

REPORTS

Mindy Eichorst presented the Coordinator's Report and Financial Report for the month of October, 2014.

ADJOURNMENT

Janet Key entered a motion for the meeting to be adjourned. Warren Wilson seconded the motion and all voted in favor. The meeting was adjourned at 7:01 p.m.

Phoebe Soward, Chairperson

Future Event Calendar

January 27, 2015

<u>DATE AND TIME</u>	<u>ACTIVITY</u>
Tuesday, January 27, 2015 6:30 p.m.	Regular City Council Meeting City Council Chambers
Tuesday, February 10, 2015 6:30 p.m.	Regular City Council Meeting City Council Chambers
Thursday, February 12, 2015 6:00 p.m.	Town Hall Report to the Community Hurst Conference Center
Saturday, February 21, 2015 7:00 a.m.	Strategic Planning Meeting Hurst Conference Center
Tuesday, February 24, 2015 6:30 p.m.	Regular City Council Meeting City Council Chambers