

**WORK SESSION AGENDA OF THE CITY COUNCIL OF HURST, TEXAS
CITY HALL, 1505 PRECINCT LINE ROAD
FIRST FLOOR CONFERENCE ROOM
TUESDAY, JULY 14, 2015 – 5:00 P.M.**

I. Call to Order

II. Informational Items

III. Discussion of Agenda Item(s) 5 and 6

Conduct a public hearing to consider Z-15-01 a zoning change to R1-PD, with a site plan for Lot A, Block 9, Billy Creek Estates Addition, being 7.85 acres located at 100 Melbourne Road

Consider Ordinance 2289, first reading, Z-15-01, a zoning change to R1-PD, with a site plan for Lot A, Block 9, Billy Creek Estates Addition, being 7.85 acres located at 100 Melbourne Road

Michelle Lazo

IV. Discussion of Agenda Item(s) 7

Consider P-15-04, Billy Creek Estates Addition, a preliminary plat for Lots 8-16, Block 9, 1-6, Block 13, and Lots 1-3, block 12 Billy Creek Estates Addition, being 7.85 acres located at 100 Melbourne Road

Michelle Lazo

V. Discussion of Agenda Item(s) 8 and 9

Consider all matters incident and related to the issuance and sale of “City of Hurst, Texas, General Obligation Refunding Bonds, Series 2015,” including the adoption of Ordinance 2287 on first and final reading, authorizing the issuance of such bonds and providing for the redemption of the obligations being refunded

Consider all matters incident and related to the issuance and sale of “City of Hurst, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2015,” including the adoption of Ordinance 2288 on first and final reading, authorizing the issuance of such certificates of obligation

Clay Caruthers

VI. Discussion of Agenda Item(s) 10

Consider Resolution 1623 adopting the Tarrant County Hazard Mitigation Action Plan of June 2015

John Brown**VII. Discussion of Agenda Item(s) 11**

Consider Resolution 1624 authorizing the city manager to enter into an advanced funding agreement with the Texas Department of Transportation for the Harrison Lane Elementary and Hurst Junior High Safety and Access to Schools Project

Ron Haynes

VIII. Discussion of Agenda Item(s) 12

Consider authorizing the city manager to enter into an agreement with Azteca Systems, Inc., NewEdge Services, and CitySourced to purchase and implement the Cityworks system and CitySourced mobile application

Sunny Patel

IX. Discussion of Agenda Item(s) 13

Consider approval of the guaranteed maximum price from AUI Northstar, LLC and authorize the city manager to execute all documents necessary for the Pipeline Road, Phase 2A Drainage Improvements at Forest Oaks Lane

Ron Haynes

X. Discussion of Agenda Item(s) 14

Consider annual appointments to Boards, Committees and Commissions

Rita Frick

XI. Adjournment

Posted by: _____

This the 10th day of July 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, JULY 14, 2015**

AGENDA:

5:00 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 (Councilmember David Booe)

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. Consider approval of the minutes for the June 23 and July 7, 2015 City Council meetings
2. Consider Ordinance 2285, second reading, SP-15-06 In-N-Out Burgers, a site plan revision for signage only on Lot 2R2, Block 1, Thousand Oaks South Addition, being 1.22 acres located at 780 Airport Freeway
3. Consider Ordinance 2286, second reading, SP-14-14, Hilton Garden Inn, a site plan approval for a portion of Lot 4R1A, Block 1 University Plaza Addition, being 1.12 acres located at 1601 Campus Drive
4. Consider authorizing the city manager to continue the Internet Services agreement with TelePacific for the remainder of the existing contract

PUBLIC HEARING(S) AND RELATED ITEM(S)

5. Conduct a public hearing to consider Z-15-01 a zoning change to R1-PD, with a site plan for Lot A, Block 9, Billy Creek Estates Addition, being 7.85 acres located at 100 Melbourne Road
6. Consider Ordinance 2289, first reading, Z-15-01, a zoning change to R1-PD, with a site plan for Lot A, Block 9, Billy Creek Estates Addition, being 7.85 acres located at 100 Melbourne Road

PLAT(S)

7. Consider P-15-04, Billy Creek Estates Addition, a preliminary plat for Lots 8-16, Block 9, 1-6, Block 13, and Lots 1-3, Block 12, Billy Creek Estates Addition, being 7.85 acres located at 100 Melbourne Road

ORDINANCE(S)

8. Consider all matters incident and related to the issuance and sale of “City of Hurst, Texas, General Obligation Refunding Bonds, Series 2015,” including the adoption of Ordinance 2287 on first and final reading, authorizing the issuance of such bonds and providing for the redemption of the obligations being refunded
9. Consider all matters incident and related to the issuance and sale of “City of Hurst, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2015,” including the adoption of Ordinance 2288 on first and final reading, authorizing the issuance of such certificates of obligation

RESOLUTIONS(S)

10. Consider Resolution 1623 adopting the Tarrant County Hazard Mitigation Action Plan of June 2015
11. Consider Resolution 1624 authorizing the city manager to enter into an advanced funding agreement with the Texas Department of Transportation for the Harrison Lane Elementary and Hurst Junior High Safety and Access to Schools Project

ACTION ITEM(S)

12. Consider authorizing the city manager to enter into an agreement with Azteca Systems, Inc., NewEdge Services, and CitySourced to purchase and implement the Cityworks system and CitySourced mobile application
13. Consider approval of the guaranteed maximum price from AUI Northstar, LLC and authorize the city manager to execute all documents necessary for the Pipeline Road, Phase 2A Drainage Improvements at Forest Oaks Lane
14. Consider annual appointments to Boards, Committees and Commissions

OTHER BUSINESS

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

EXECUTIVE SESSION in Compliance With the Provisions of the Texas Open Meetings Law, Authorized by Government Code, 551.087 deliberation and conducting of economic development negotiations regarding financial information relative to prospective business expansion in the City and to reconvene in Open Session at the conclusion of the Executive Session

17. Consider any and all action necessary ensuing from Executive Session

ADJOURNMENT

Posted by: _____

This 10th day of July 2015, by 5:00 p.m., in accordance with Chapter 551, Texas Government Code.

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**Minutes
Hurst City Council
Work Session
Tuesday, June 23, 2015**

On the 23rd day of June 2015, at 5:00 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
Bill Mclendon	)	Mayor Pro Tem
Larry Kitchens	)	Councilmembers
Anna Holzer)	
Henry Wilson)	
Nancy Welton)	
David Booe)	
Allan Weegar	)	City Manager
John Boyle	)	City Attorney
Clay Caruthers	)	Assistant City Manager
Jeff Jones	)	Assistant City Manager
Rita Frick	)	City Secretary
Michelle Lazo	)	Managing Director of Development
Lisa Howard	)	Court Administrator

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 5:00 p.m.

II. Informational Items

- Conduct interviews and discuss annual appointments to Boards, Commissions and Committees. Mayor and Councilmembers interviewed prospective candidates and discussed Boards, Commission and Committees appointments.

City Manager Allan Weegar also noted possible signage to be considered at the Hurst Senior Center.

Council moved to Work Session Item IV, V and VI

IV. Discussion of Agenda Item(s) 5 and 6

Conduct a public hearing to consider SP-14-14, Hilton Garden Inn, a site plan approval for a portion of Lot 4R1A, Block 1, University Plaza Addition, being 1.12 acres located at 1601 Campus Drive

Consider Ordinance 2286, SP-14-14, Hilton Garden Inn, a site plan approval for a portion of Lot 4R1A, Block 1 University Plaza Addition, being 1.12 acres located at 1601 Campus Drive

Managing Director of Development Michelle Lazo briefed Council on the proposed site plan reviewing elevation, landscaping, signage and hotel design and amenities.

V. Discussion of Agenda Item(s) 7 and 8

Conduct a public hearing to consider a proposed plan of finance and related issuance by the Colorado Health Facilities Authority (“Colorado Authority”) of Health Facilities Revenue Bonds (The Evangelical Lutheran Good Samaritan Society Project), Series 2015 (the “Bonds”) on behalf of The Evangelical Lutheran Good Samaritan Society (the “Society”) as required by the Internal Revenue Code due to the Location of the Facilities in Hurst, Texas.

Consider Resolution 1622 approving the Location of Facilities in Hurst pursuant to a proposed Plan of finance and related issuance by the Colorado Health Facilities Authority (“Colorado Authority”) of Health Facilities Revenue Bonds (The Evangelical Lutheran Good Samaritan Society Project), Series 2015 (the “Bonds”) on behalf of The Evangelical Lutheran Good Samaritan Society (the “Society”) as required by the Internal Revenue Code due to the Location of Facilities in Hurst, Texas.

City Manager Allan Weegar briefed Councilmembers on the public hearing and proposed issuance. He stated City Attorney John Boyle would present the item during the regular meeting.

VI. Discussion of Agenda Item(s) 9

Consider authorizing the City Manager to enter into a contract with Linebarger, Goggan, Blair & Sampson, LLP, for the collection of delinquent accounts for the Hurst Municipal Court.

Court Administrator Lisa Howard briefed Councilmembers on the proposed contract and selection process.

Council moved to Work Session Item III

III. Discussion of Agenda Item(s) 3 and 4

Conduct a public hearing to consider SP-15-06 (In-N-Out Burgers), a site plan revision for signage only on Lot 2R2, Block 1, Thousand Oaks South Addition, being 1.22 acres located at 780 Airport Freeway

Consider Ordinance 2285, SP-15-06 In-N-Out Burgers, a site plan revision for signage only on Lot 2R2, Block 1, Thousand Oaks South Addition, being 1.22 acres located at 780 Airport Freeway.

Managing Director of Development Michelle Lazo briefed Council on the proposed site plan revision for signage only.

VII. Adjournment

The work session adjourned at 6:25 p.m.

APPROVED this the 14th day of July 2015.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Richard Ward, Mayor

**City of Hurst
City Council Minutes
Tuesday, June 23, 2015**

On the 23rd day of June 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
Clay Caruthers	)	Assistant City Manager
Jeff Jones	)	Assiffant City Manager
Rita Frick	)	City Secretary
Michelle Lazo	)	Managing Director of Planning
Lisa Howard	)	Court Administrator

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 Larry Kitchens gave the Invocation.

The Pledge of Allegiance was given.

PROCLAMATION(S)

1. Proclamation recognizing Amateur Radio Week June 21-27, 2015. Councilmember Larry Kitchens read and presented the proclamation recognizing Amateur Radio Week to President Chris Cotter. Fire Chief John Brown reviewed the importance of Amateur Radio Operators and their field day exercises.

2. **CONSENT AGENDA**

Considered approval of the minutes for the June 9, 2015 City Council meetings.

Councilmember Wilson moved to approve the minutes. Motion seconded by Councilmember Holzer. Motion prevailed by the following vote:

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

No: None

PUBLIC HEARING(S) AND RELATED ITEM(S)

3. Conducted a public hearing to consider SP-15-06 (In-N-Out Burgers), a site plan revision for signage only on Lot 2R2, Block 1, Thousand Oaks South Addition, being 1.22 acres located at 780 Airport Freeway. Mayor Ward announced a public hearing to consider SP-15-06 (In-N-Out Burgers), a site plan revision for signage only on Lot 2R2, Block 1, Thousand Oaks South Addition, being 1.22 acres located at 780 Airport Freeway and recognized Project Manager Mark Noack, 3901 Adler Drive, Suite 200, Dallas, Texas, who reviewed their request to increase the pole sign 10 feet for increased visibility from the west bound freeway traffic. He explained that a neighboring business installed a sign blocking the In-N-Out pole sign. In response to Councilmember's questions, Managing Director of Development Michelle Lazo explained the City does not currently require a flag test. She stated the sign company typically does the flag test prior to installation. Councilmembers discussed the need for better review, in the future, to ensure visibility for signs.

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

4. Considered Ordinance 2285, SP-15-06 In-N-Out Burgers, a site plan revision for signage only on Lot 2R2, Block 1, Thousand Oaks South Addition, being 1.22 acres located at 780 Airport Freeway.

Councilmember Wilson moved to approve SP-15-06 (In-N-Out Burgers), a site plan revision for signage only on Lot 2R2, Block 1, Thousand Oaks South Addition, being 1.22 acres located at 780 Airport Freeway and Ordinance 2285. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

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

No: None

5. Conducted a public hearing to consider SP-14-14, Hilton Garden Inn, a site plan approval for a portion of Lot 4R1A, Block 1, University Plaza Addition, being 1.12 acres located at 1601 Campus Drive. Mayor Ward announced a public hearing to consider SP-14-14, Hilton Garden Inn, a site plan approval for a portion of Lot 4R1A, Block 1, University Plaza Addition, being 1.12 acres located at 1601 Campus Drive. City Manager Allan Weegar reviewed the strategic planning process and desire to have a hotel next to the conference center and introduced Mr. Melwani of CN Churchill Group the successful proposer. Mr. Melwani reviewed the proposed site plan noting, signage, elevations, connectivity and aesthetic flow with the conference center. City Manager Allan Weegar noted the project will require various dedicated easements, which will be outlined in the plat.

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

6. Considered Ordinance 2286, SP-14-14, Hilton Garden Inn, a site plan approval for a portion of Lot 4R1A, Block 1, University Plaza Addition, being 1.12 acres located at 1601 Campus Drive.

Councilmember Kitchens moved to approve SP-14-14, Hilton Garden Inn, a site plan approval for a portion of Lot 4R1A, Block 1, University Plaza Addition, being 1.12 acres located at 1601 Campus Drive. Motion seconded by Councilmember McLendon. Motion prevailed by the following vote:

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

No: None

7. Conducted a public hearing to consider a proposed plan of finance and related issuance by the Colorado Health Facilities Authority (“Colorado Authority”) of Health Facilities Revenue Bonds (The Evangelical Lutheran Good Samaritan Society Project), Series 2015 (the “Bonds”) on behalf of The Evangelical Lutheran Good Samaritan Society (the “Society”) as required by the Internal Revenue Code due to the Location of the Facilities in Hurst, Texas. Mayor Ward announced a public hearing to consider a proposed plan of finance and related issuance by the Colorado Health Facilities Authority (“Colorado Authority”) of Health Facilities Revenue Bonds (The Evangelical Lutheran Good Samaritan Society Project), Series 2015 (the “Bonds”) on behalf of The Evangelical Lutheran Good Samaritan Society (the “Society”) as required by the Internal Revenue Code due to the Location of the Facilities in Hurst, Texas, and recognized City Attorney John Boyle, who reviewed the requirements of the Internal Revenue Code relative to the proposed public hearing and resolution. Mayor Ward also recognized Glenwood Hill, 1445 Ross Avenue, Dallas, Texas, bond counsel for the issuer. Mr. Hill stated that notice of the hearing was provided duly in accordance with IRS regulations. He explained that Colorado Health Facilities authority is the issuer in an anticipated amount of \$300,000,000, of which \$5,500,000 is anticipated to be spent in Hurst. City Attorney Boyle advised Council there is no legal obligations relative to issuance for the City or the State of Texas.

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

8. Considered Resolution 1622 approving the Location of Facilities in Hurst pursuant to a proposed Plan of finance and related issuance by the Colorado Health Facilities Authority (“Colorado Authority”) of Health Facilities Revenue Bonds (The Evangelical Lutheran Good Samaritan Society Project), Series 2015 (the “Bonds) on behalf of The Evangelical Lutheran Good Samaritan Society (the “Society”) as required by the Internal Revenue Code due to the Location of Facilities in Hurst, Texas.

Councilmember McLendon moved to approve Resolution 1622 approving the location of facilities in Hurst pursuant to a proposed plan of finance and related issuance by the Colorado Health Facilities Authority of Health Facilities Revenue Bonds, Series 2015, on behalf of The Evangelical Lutheran Good Samaritan Society as required by the Internal Revenue Code due to the location of facilities in Hurst, Texas. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

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

No: None

ACTION ITEM(S)

9. Considered authorizing the City Manager to enter into a contract with Linebarger, Goggan, Blair & Sampson, LLP, for the collection of delinquent accounts for the Hurst Municipal Court. Mayor Ward recognized Court Administrator Lisa Howard who provided an overview of the selection process and staff's recommendation for Linebarger, Goggan, Blair & Sampson, LLP for the collection of delinquent accounts for the Municipal Court. In response to Councilmembers' questions, Ms. Howard reviewed outstanding delinquent account information. Mayor Ward recognized Linebarger, Goggan, Blair and Sampson, LLP representative Steve Meeks who reviewed the court collection services process. City Manager Allan Weegar noted they also collect the City's delinquent property tax. Also recognized was Linebarger, Goggan, Blair & Sampson LLP representative Corey Fickes who provided additional information regarding collections.

Councilmember Welton moved to authorize the city manager to enter into a contract with Linebarger, Goggan, Blair & Sampson, LLP, for the collection of delinquent accounts, for the Hurst Municipal Court. Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

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

No: None

OTHER BUSINESS

10. Council reviewed the following advisory board meeting minutes:
- Library Board
 - Parks and Recreation Board
 - Hurst Senior Citizens Advisory Board
 - Traffic Safety Commission
 - Planning and Zoning Commission
11. Review of upcoming calendar items – City Manager Allan Weegar reviewed the upcoming Stars and Stripes 4th of July event.
12. City Council Reports – Councilmember Wilson noted his upcoming TML Board meeting briefing on the legislative session.

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

Mayor Ward recognized Ms. Rebecca Brown, 1141 Simpson Drive, Hurst, Texas, who expressed her concerns regarding limited hours to the Central Aquatics Center.

Mayor Ward recessed the meeting at 7:40 p.m. to Executive Session in Compliance With the Provisions of the Texas Open Meetings Law, Authorized by Government Code, 551.087 deliberation and conducting of economic development negotiations regarding financial information relative to prospective business expansion in the City and Section 551.071 to consult with City Attorney to seek

advice regarding Pending or Contemplated Litigation or Settlement Offers (Fire Apparatus) and (James H. Watson vs City of Allen, et al.) and reconvened open session at 8:09 p.m.

13. Considered any and all action necessary ensuing from Executive Session.

Councilmember Wilson moved to approve a 380 agreement, as presented, between the City of Hurst and CN Churchill IV LLC. Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

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

No: None

Councilmember Kitchens moved to amend the Purchase and Sale Agreement between the City of Hurst and CN Churchill IV LLC dated August 26, 2014 to include the following changes: Amending Section 3.1 Entitled Consideration as follows – changing “January 1, 2017” to “May 30, 2017”; Amending Section 3.2 Entitled Purchase Price as follows – replacing all prior language of this section with the following sentence “The purchase price shall be \$12,000.” and Amending Section 5.10 Entitled Inspection period as follows – changing “180 days” to “455 days”. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

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

No: None

ADJOURNMENT

The meeting adjourned at 8:10 p.m.

APPROVED this the 14th day of July 2015.

ATTEST:

APPROVED:

Rita L. Frick, City Secretary

Richard Ward, Mayor

**Minutes
Hurst City Council
Work Session
Thursday, July 7, 2015**

On the 7th day of July 2015 at 5:00 p.m., the City Council of the City of Hurst, Texas, convened in Work Session at the Hurst Conference Center, 1601 Campus Drive, Hurst, Texas, with the following members present:

Richard Ward	)	Mayor
Bill McLendon	)	Mayor Pro Tem
Henry Wilson	)	Councilmembers
Larry Kitchens)	
Anna Holzer)	
Nancy Welton)	
David Booe)	
Allan Weegar	)	City Manager
Rita Frick	)	City Secretary

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

Call to Order – The meeting was called to order at 5:00 p.m.

- 1. Conduct interviews and discuss annual appointments to Boards, Commissions and Committees.** Councilmembers discussed and conducted interviews for annual appointments to Boards, Commissions and Committees.

Informational Items – There were no informational items.

Adjournment – The meeting was adjourned at 6:08 p.m.

APPROVED this the 14th day of July 2014.

ATTEST:

APPROVED:

Rita L. Frick, City Secretary

Richard Ward, Mayor

City Council Staff Report

<p>SUBJECT: SP-15-06 In-N-Out, a site plan revision for signage only on Lot 2R2, Block 1, Thousand Oaks South Addition, being 1.22 acres located at 780 Airport Freeway</p>	
<p>Supporting Documents:</p>	
<p>Supporting documents were provided at the first hearing</p> <p>Ordinance 2285</p>	<p>Meeting Date: 07/14/2015</p> <p>Department: Development</p> <p>Reviewed by: Steve Bowden</p> <p>City Manager Review:</p>
<p>Background/Analysis:</p>	
<p>An application has been made by In-N-Out Burgers for a site plan revision for signage only on Lot 2R2, Block 1, Thousand Oaks South Addition, being 1.22 acres located at 780 Airport Freeway. The property is zoned GB-PD (General Business Planned Development).</p> <p>In-N-Out Burgers was approved in 2010 with a single pole sign that is 50 feet in height with 147 square ft. of sign area per face. The applicant is now requesting to increase the pole to 60 ft. in height to increase visibility from the west bound freeway traffic.</p> <p>The Golden Chick Restaurant modified their sign from 66 sq. ft. per face to 197 sq. ft. per face in 2014. This sign modification was not flag tested by the restaurant owner and now blocks visibility of the In-N-Out sign if you are heading west on U.S. 183. City ordinance allows a pole sign to extend 20 ft. above freeway grade.</p>	
<p>Funding and Sources:</p>	
<p>There is no fiscal impact.</p>	
<p>Recommendation:</p>	
<p>The Planning and Zoning Commission met on Monday, June 15, 2015, and voted 7-0 to recommend approval of SP-15-06 In-N-Out signage revision.</p>	

ORDINANCE 2285

AN ORDINANCE ADOPTING A SITE PLAN APPROVAL FOR SIGNAGE ONLY FOR LOT 2R2, BLOCK 1, THOUSAND OAKS SOUTH ADDITION, BEING 1.22 ACRES LOCATED AT 750 AIRPORT FREEWAY, SP-15-06

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-B for Lot 2R2, Block 1, Thousand Oaks South Addition, being 1.22 acres located at 780 Airport Freeway.

AND IT IS SO ORDERED.

Passed on the first reading on the 23rd day of June 2015 by a vote of 6 to 0.

Approved on the second reading on the 14th day of July 2015 by a vote of _
to _.

ATTEST:

CITY OF HURST

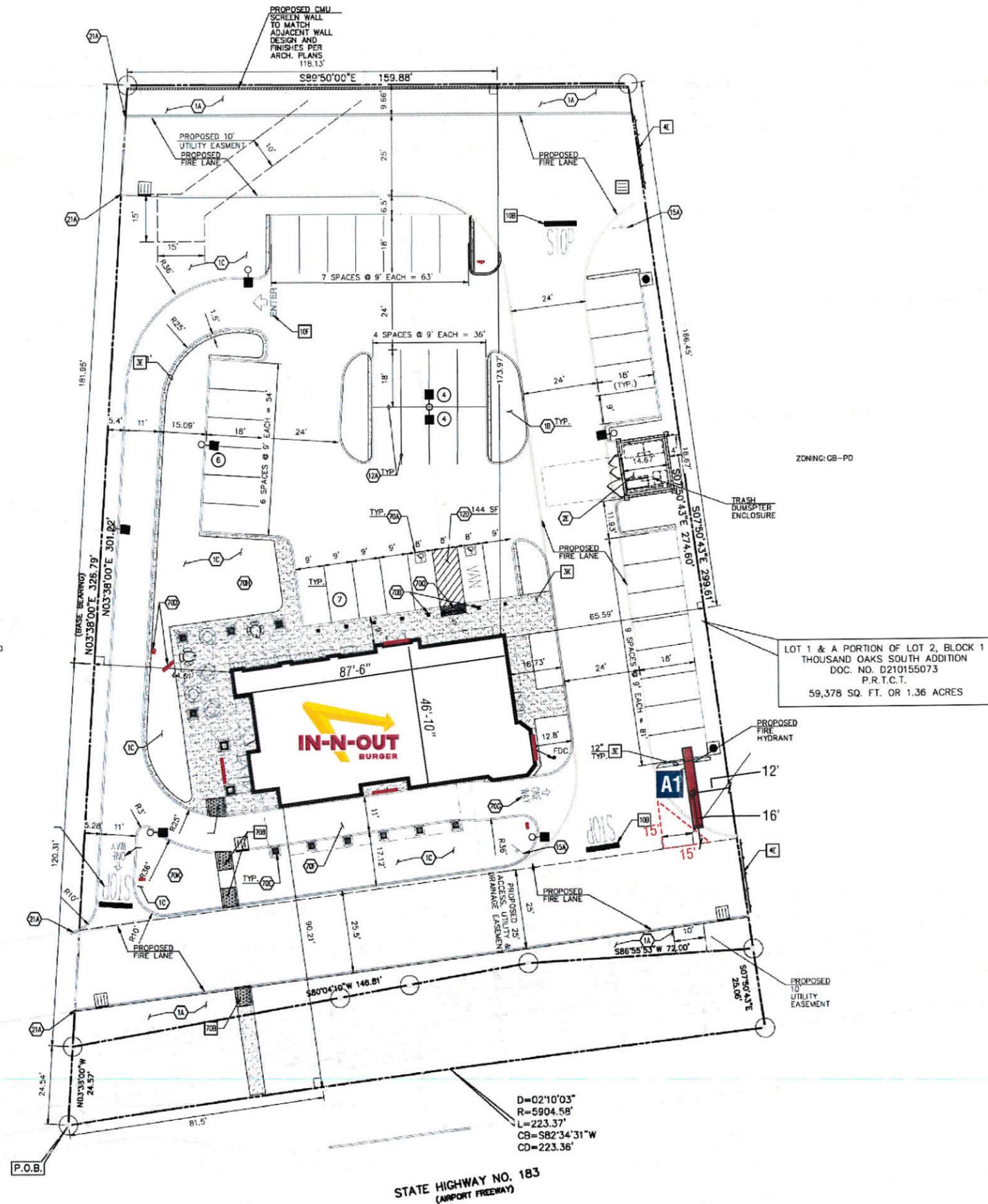
Rita Frick, City Secretary

Richard Ward, Mayor

Approved as to form and legality:

City Attorney

EXHIBIT A



KEY

A1 EXTENSION OF EXISTING D/F PYLON SIGN:
7'-0" x 20'-9" CABINET
(351.6 SQ. FT. PER FACE) ("IN-N-OUT").

CURRENTLY @ 50'-0" OAH
EXTEND EXISTING PYLON TO 60'-0" OAH



SIGNS & GRAPHICS

4530 Mission Gorge Place
San Diego, CA 92120
Tel: 619.283.2191
Fax: 619.283.9503
Web: www.cnpsigns.com

CLIENT



PROJECT
IN-N-OUT BURGER #XXX

LOCATION
780 AIRPORT FREEWAY
HURST, TX 76054

SHEET TITLE
SITE PLAN & SIGN KEY

ACCT. REP.
GARRY WILCOX
DESIGNER
GERALD MCCLUNG

DATE
01/26/15
SCALE
NOTED

CUSTOMER APPROVAL

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DWG#	15-043	PROJECT #	316429
REVISION NO.	0	WD#	

REVISIONS			
1		7	
2		8	
3		9	
4		10	
5		11	
6		12	

KEY NO.



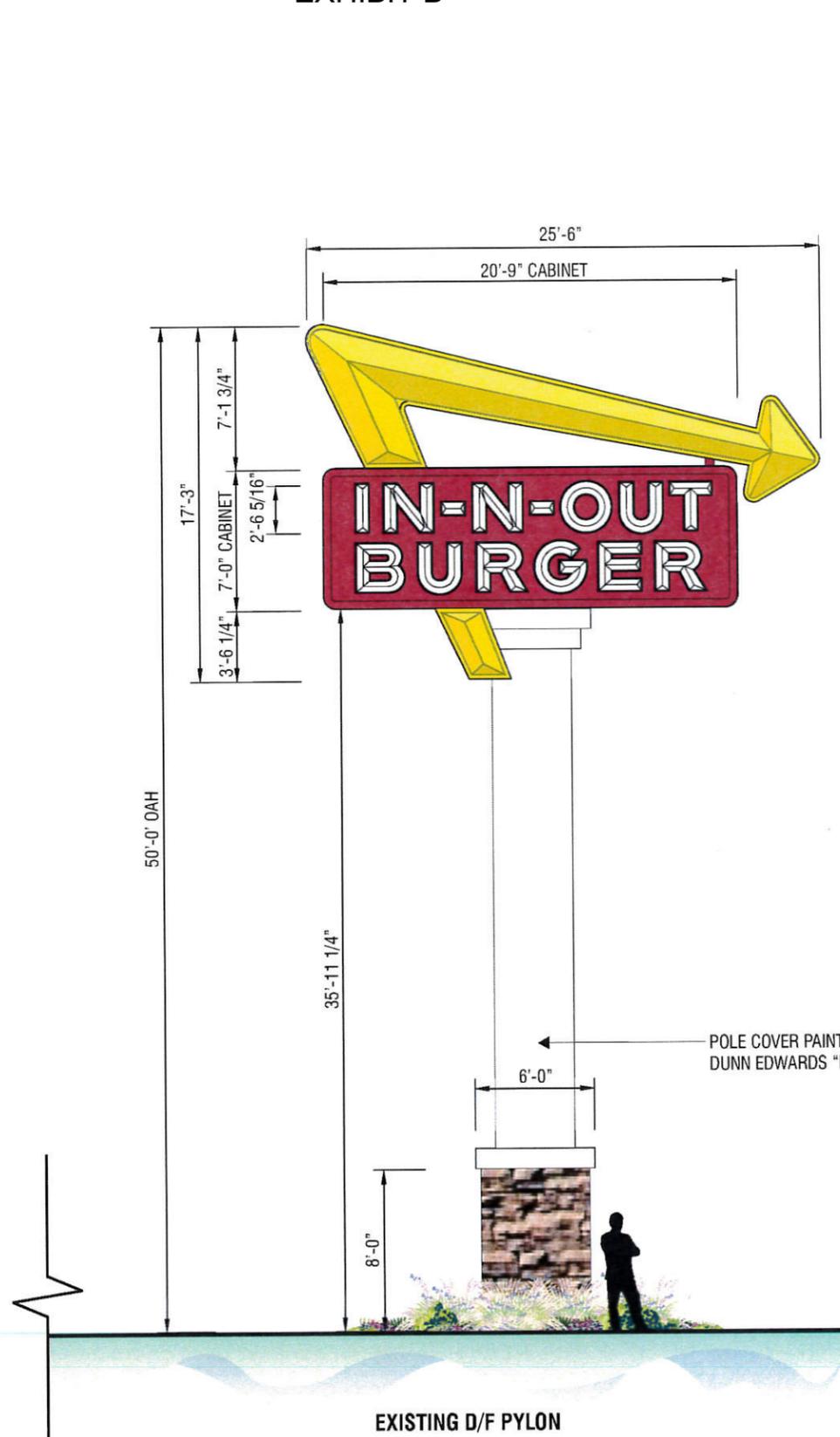
SITE PLAN

SCALE: 1" = 40'-0"

STATE HIGHWAY NO. 183
(AIRPORT FREEWAY)

D=02'10"03"
R=5904.58'
L=223.37'
CB=S82°34'31"W
CD=223.36'

EXHIBIT B



EXISTING D/F PYLON

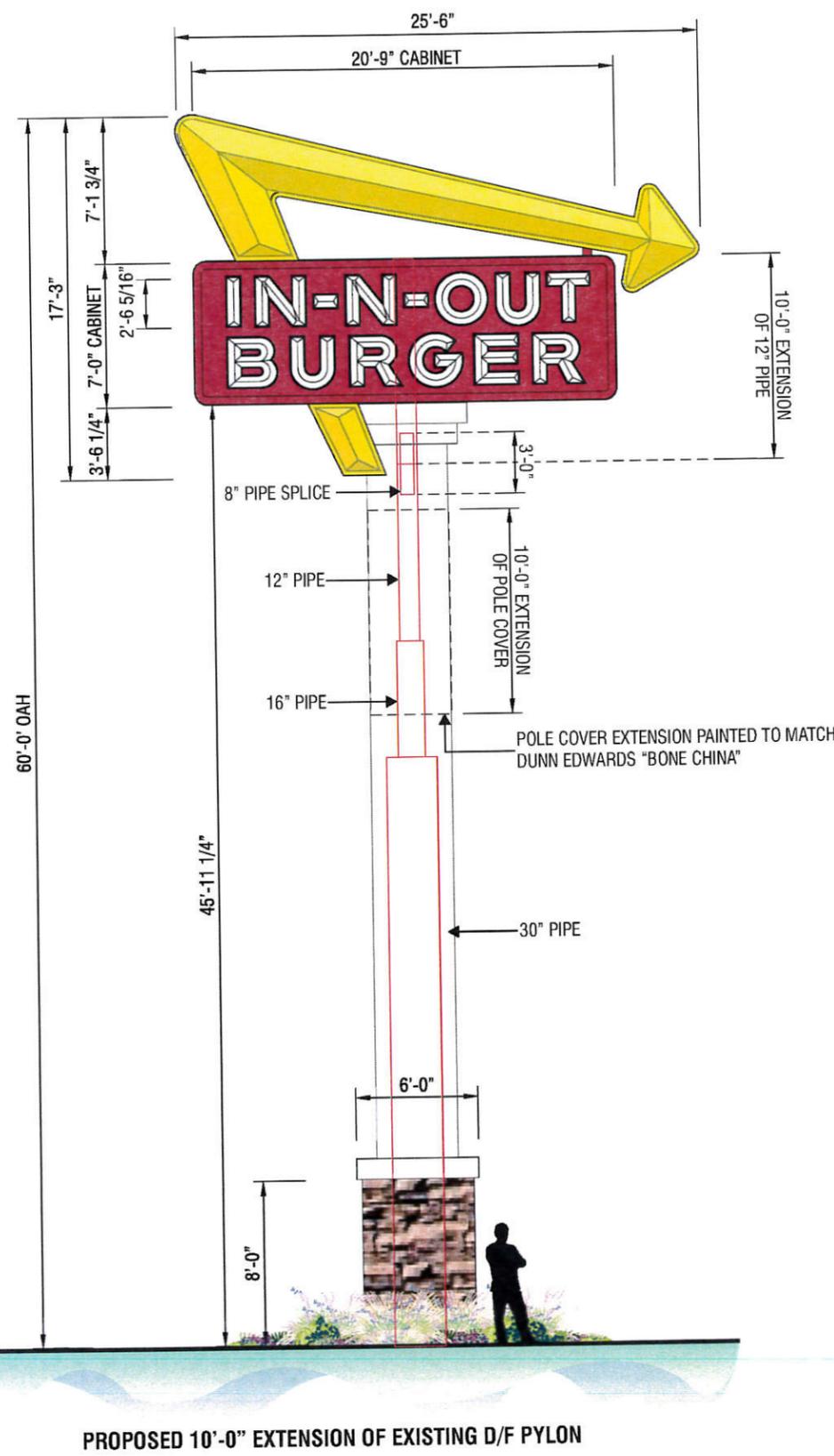
SIGN SPECIFICATIONS:

D/F INTERNALLY ILLUMINATED POLE SIGN CABINET & ARROW W/ FORMED FACES. COLORS ARE PER BELOW:

ARROW: FABRICATED ALUMINUM CABINET WITH RETURNS PAINTED TO MATCH PMS YELLOW "C" W/ SATIN FINISH. FORMED YELLOW LEXAN FACES WITH ALUMINUM RETAINERS. FLUORESCENT ILLUMINATION.

CABINET: FABRICATED ALUMINUM CABINET WITH RETURNS PAINTED TO MATCH INO RED 443 W/ SATIN FINISH. FORMED WHITE LEXAN FACES WITH PAINTED GRAPHICS/ ALUMINUM RETAINERS. FLUORESCENT ILLUMINATION.

POLE: POLE COVERS PAINTED TO MATCH BONE CHINA WHITE W/ SATIN FINISH; ROCK BASE TO MATCH BUILDING.



PROPOSED 10'-0" EXTENSION OF EXISTING D/F PYLON

EXTENSION OF EXISTING D/F 7'-0" x 20'-9" POLE SIGN @ 50' OA. HT. TO 60' OA. HT. (351.6 SQ. FT. PER FACE)

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

CLIENT



PROJECT

IN-N-OUT BURGER #XXX

LOCATION

780 AIRPORT FREEWAY
HURST, TX 76054

SHEET TITLE

PYLON SIGN EXTENSION

ACCT. REP

GARRY WILCOX

DESIGNER

GERALD MCCLUNG

DATE

01/26/15

SCALE

NOTED

CUSTOMER APPROVAL

UNLESS SPECIFIED, THIS DRAWING IS NOT FOR PRODUCTION. The information shown is for permitting and design intent only. Colors shown are representations of the indicated specifications, and may not be an exact match of the finished product.

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DWG#	15-043	PROJECT #	316429
REVISION NO.	0	WO#	

REVISIONS			
1		7	
2		8	
3		9	
4		10	
5		11	
6		12	

KEY NO.

A1

City Council Staff Report

SUBJECT: SP-14-14 Hilton Garden Inn, a site plan approval for a portion of Lot 4R1A, Block 1, University Plaza Addition, being 1.12 acres located at 1601 Campus Drive

Supporting Documents:

Supporting documents provided at first reading

Ordinance 2286

Meeting Date: 7/14/2015

Department: Development

Reviewed by: Steve Bowden

City Manager Review:

Background/Analysis:

An application has been made by Sanjiv Melwani with the CN Churchill Group for a site plan approval on a portion of Lot 4R, Block 1, University Plaza Addition, being 1.12 acres located at 1601 Campus Drive. The applicant is requesting the site plan approval to construct a 102,831 square foot Hilton Garden Inn with 6 stories and 140 rooms. The property is zoned TC-PD (Town Center Planned Development). This property will be replatted at a later date.

The Hilton Garden Inn will be adjacent to the Hurst Conference Center (HCC) and have connecting doors through the lobby areas. The hotel will share access to the parking facility and Campus Drive. The parking garage at the HCC is currently being expanded by adding three (3) additional parking decks. The parking garage will park a total of 312 vehicles. The hotel will be guaranteed 125 of those spaces and the City has added 86 on street parallel spaces and there is a 17 space drop-off location at the front entrance of the HCC.

The hotel amenities include: indoor pool and hot tub, 2 patios, full restaurant and bar, business center, guest laundry, free wired and wireless internet, and a market place selling amenities and basic supplies.

The hotel will share the existing dumpsters with the Conference Center and will provide infrastructure to switch to compacters as the need dictates.

The building elevation will mirror the same materials as the HCC. The hotel will have split face CMU, red face brick, almond EIFS, and store front aluminum around the tinted glass windows. The hotel will have a pre-fabricated metal accent piece across

the roof-line for building signage. The hotel will feature a drop-off/valet porte cochere on the lobby level.

The applicant is requesting a building sign on the north and south elevation with 167 sq. ft. of sign area and one building sign on the east with 130 sq. ft. of sign area. Also requested is a six (6) ft. monument sign with 27 sq. ft. of sign area per face on Campus Drive.

The landscaping will also mirror the HCC plantings. The applicant is proposing to add three (3) Live Oaks, Sky Rocket Junipers, Burford Hollies, Sea Green Juniper, Asian Jasmine and Boston Ivy. The City will maintain the landscaped area after the plantings are installed.

Funding and Sources:

There is no fiscal impact.

Recommendation:

The Planning and Zoning Commission met on Monday, June 15, 2015, and voted 7-0 to recommend approval of SP-14-14 Hilton Garden Inn.

ORDINANCE 2286

AN ORDINANCE ADOPTING A SITE PLAN APPROVAL FOR A PORTION OF LOT 4R1A, BLOCK 4R, UNIVERSITY PLAZA, BEING 4.1 ACRES LOCATED AT 1601 CAMPUS DRIVE, SP-14-14

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-I for a portion of Lot 4R1A, Block 4R, University Plaza Addition, being 4.1 acres located at 1601 Campus Drive.

AND IT IS SO ORDERED.

Passed on the first reading on the 23rd day of June 2015 by a vote of 6 to 0.

Approved on the second reading on the 14th day of July 2015 by a vote of _
to _.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

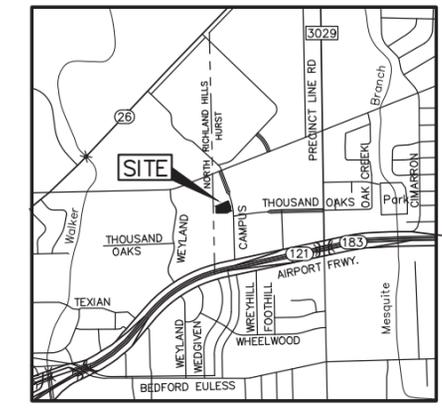
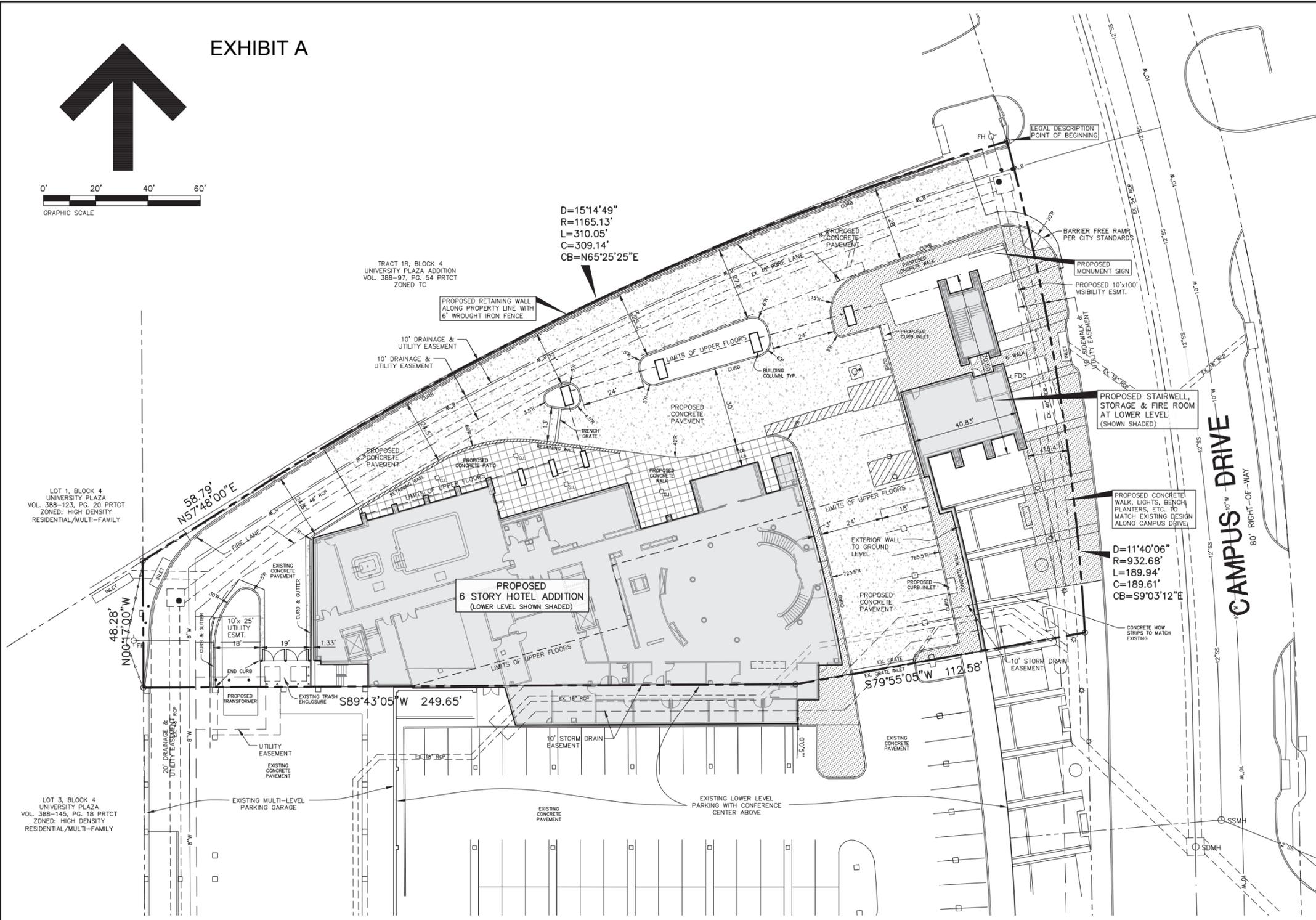
Richard Ward, Mayor

Approved as to form and legality:

City Attorney



EXHIBIT A



LOCATION MAP

LEGAL DESCRIPTION

BEING a 1.112 acre tract or parcel of land lying and being situated in the D.C. Manning Survey, Abstract No. 1046, in the City of Hurst, Tarrant County, Texas and a portion of Tract 4-R-1-A, Block 4-R, University Plaza, an addition to the City of Hurst, Tarrant County, Texas, according to the Replat recorded under the County Clerk's File No. D209330726, Official Public Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner at the northeast corner of said Tract 4-R-1-A, Block 4-R, in the westerly right-of-way line of Campus Drive (having an 80 foot wide right-of-way at this point), same point being the southeast corner of Tract 1R, Block 4, University Plaza Addition, according to the plat recorded in Volume 388-97, Page 54 of the Plat Records of Tarrant County, Texas, said point being the beginning of a curve to the right having a central angle of 11 degrees 40 minutes 06 seconds, a radius of 932.68 feet and a chord that bears South 09 degrees 03 minutes 12 seconds East, 189.94 feet;

THENCE in a southerly direction along said curve to the right for an arc distance of 189.94 feet to a point for corner;

THENCE South 79 degrees 55 minutes 05 seconds West, departing the west line of Campus Drive, a distance of 112.58 feet to a point for corner;

THENCE South 89 degrees 43 minutes 05 seconds West, a distance of 249.65 feet to a point for corner in the west line of said Tract 4-R-1-A, Block 4-R, same point lying in the east line of Lot 3, Block 4, University Plaza, according to the plat recorded in Volume 388-145, Page 18 of the Plat Records of Tarrant County, Texas;

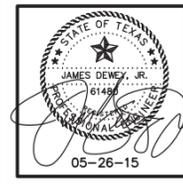
THENCE North 00 degrees 17 minutes 00 seconds West, along the common line between said Tract 4-R-1-A, Block 4-R and said Lot 3, Block 4, a distance of 48.28 feet to a point for corner, being the northwest corner of said Tract 4-R-1-A, Block 4-R, same point lying in the south line of said Tract 1R, Block 4;

THENCE North 57 degrees 48 minutes 00 seconds East, along the common line between said Tract 4-R-1-A, Block 4-R and said Lot 3, Block 4, a distance of 58.79 feet to a point for corner, same point being the beginning of a curve to the right having a central angle of 15 degrees 14 minutes 49 seconds, a radius of 1,165.13 feet and a chord that bears North 65 degrees 25 minutes 25 seconds East, 309.14 feet;

THENCE continuing along the common line between said Tract 4-R-1-A, Block 4-R and said Tract 1R, Block 4, along the last mentioned curve to the right for an arc distance of 310.05 feet, to the POINT OF BEGINNING, and containing 1.1112 acres (48,402 square feet) of land.

JDJR ENGINEERS & CONSULTANTS, INC.
 TSBP REGISTRATION NUMBER F-8627
 ENGINEERS • SURVEYORS • LAND PLANNERS

2600 Texas Drive Suite 100 Irving, Texas 75062
 Tel 972-252-1448 (JDR) (5357) Fax 972-252-9858



PROJECT: **HILTON GARDEN INN DALLAS AT THE HURST CONFERENCE CENTER TRACT 4R1A2, BLOCK 4-R, UNIVERSITY PLAZA CAMPUS DRIVE HURST, TEXAS**

REVISIONS:

DATE	REVISION
12/23/14	CITY COMMENTS
5/05/15	CITY COMMENTS
5/26/15	ARCH. REVIEW

SHEET TITLE: **SITE PLAN**

DATE: DEC. 18, 2014
 SCALE: 1" = 20'
 DRAWN BY: SAS
 CHECKED BY: JDJR
 SHEET NO. **1** OF **1**
 JDJR FILE NO. 1142-1-14

- 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 FACE OF CURB UNLESS OTHERWISE NOTED.
 - SEE ARCHITECTURAL PLANS FOR ALL BUILDING DIMENSIONS AND DETAILS.
 - AN ENCROACHMENT AGREEMENT WILL BE NEGOTIATED AN RECORDED REGARDING THE PORTION OF THE PROPOSED HOTEL THAT ENCROACHES ON THE ADJACENT PROPERTY.

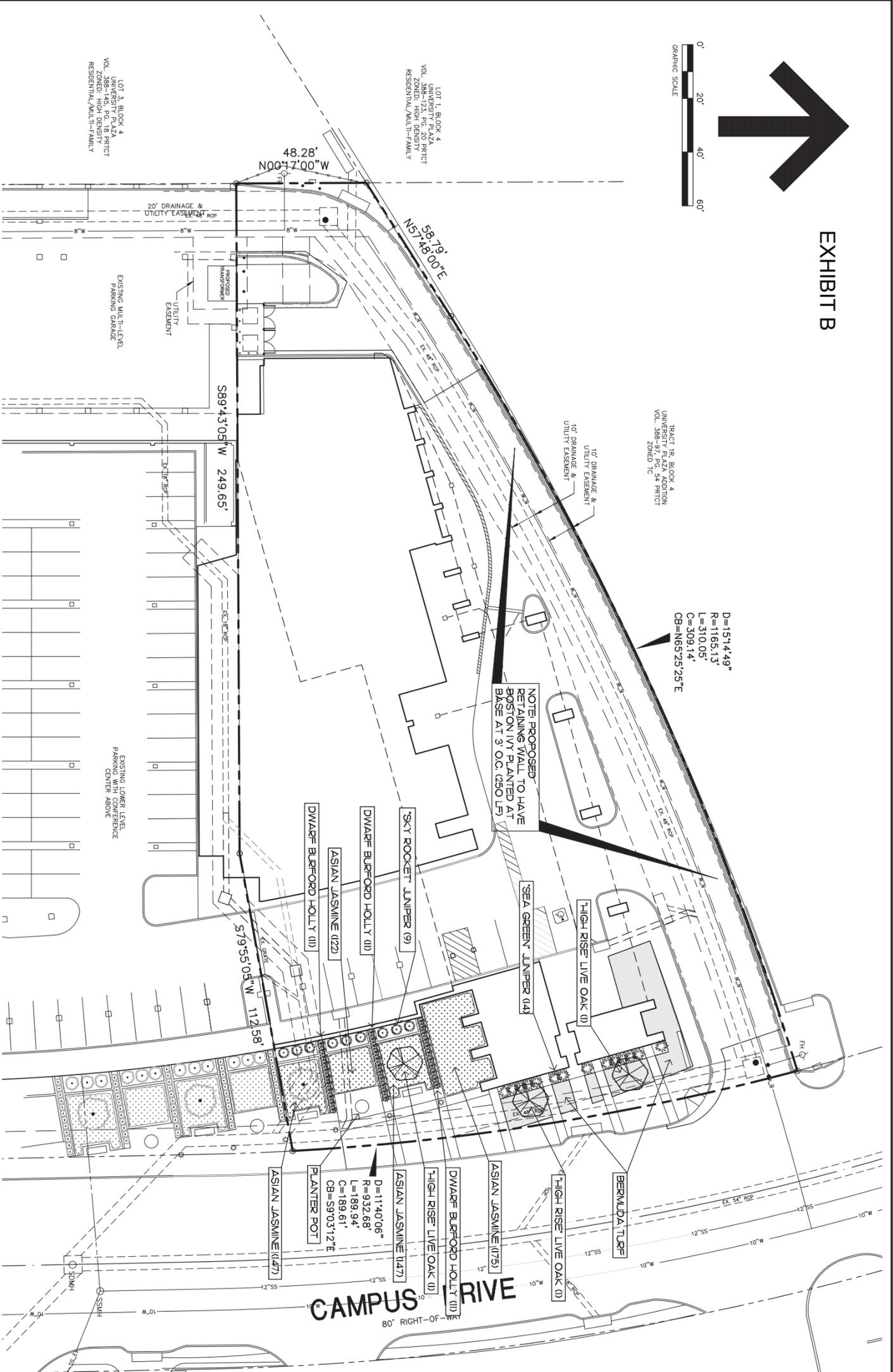
SITE DATA

SITE AREA	48,402 SQUARE FEET (1.1112 AC)
ZONING	TC
PROPOSED USE	6 STORY HOTEL
PROPOSED BUILDING AREA	
LOWER LEVEL	15,407 SQUARE FEET
LEVEL 2	15,268 SQUARE FEET
LEVEL'S 3-6	18,039 SQUARE FEET EACH
TOTAL	102,831 SQUARE FEET
FLOOR AREA RATIO	2.125:1 OR 212.5%

APPLICANT:
CN CHURCHILL GROUP
 643 NE LOOP 820
 RICHLAND HILLS, TX 76118
 TEL: 972-408-5230
 CONTACT: SANJIV MELWANI
 EMAIL: sanjiv.melwani@abcons.com

H:\JDR\proj\2014\142_Sanjiv_Melwani\1142-1-14_Hilton_Garden_Inn - Hurst\CD\1142-1-14_CIVILS_2.dwg, 5/26/2015, 11:31:49 AM

EXHIBIT B



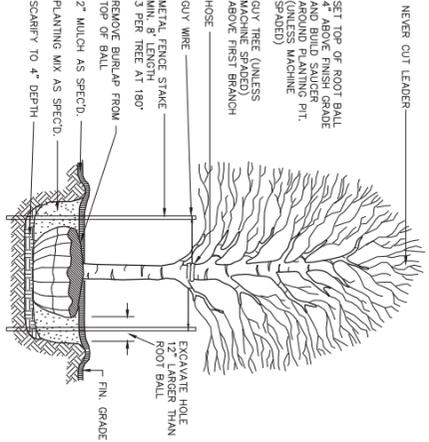
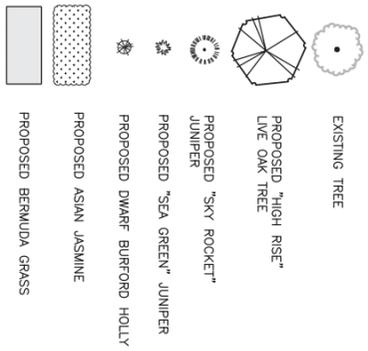
PLANT SCHEDULE

COMMON NAME	BOTANICAL NAME	QUANTITY	SIZE	SPACING	REMARKS
"HIGH RISE" LIVE OAK	QUERCUS VIRGINIANA "HIGH RISE"	3	4" CAL	AS SHOWN	CONTAINER
"SKY ROCKET" JUNIPER	JUNIPERUS VIRGINIANA "SKY ROCKET"	9	7' HGT.	AS SHOWN	CONTAINER
DWARF BURFORD HOLLY	ILEX CORNUTA BURFORDI "NANA"	33	7 GAL	30" O.C.	CONTAINER
"SEA GREEN" JUNIPER	JUNIPERUS CHINENSIS "SEA GREEN"	14	7 GAL	60" O.C.	CONTAINER
ASIAN JASMINE	TRACHELOSPERMUM ASATICAN	591	1 GAL	18" O.C.	CONTAINER
BOSTON IVY	PARTHENOISSUS TRICUSPIDATA	80	1 GAL	3' O.C.	CONTAINER
BERMUDA TURF	CYNADON DACTYLON	1,100 SF	-	-	SOLID SOD

LANDSCAPE INSTALLATION NOTES:

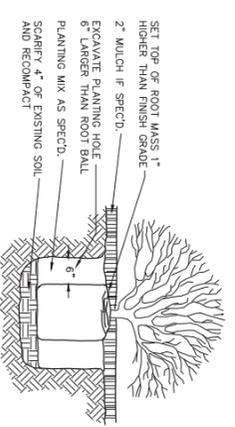
1. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR IN ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES AND LINE RUNS.
2. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES PER DRAWING AND SPECIFICATIONS BY LANDSCAPE DESIGNER. PLANT QUANTITIES HAVE BEEN PROVIDED AS A CONVENIENCE ONLY TO THE CONTRACTOR AND SHALL NOT BE CONSIDERED ABSOLUTE.
3. 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.
4. AFTER SETTLEMENT AND COMPACTION ALL PLANTING BEDS SHALL RECEIVE A 2" (MIN) LAYER OF SHREDED CYPRESS MULCH.
5. PLANTING SOIL MIXTURE FOR BED AREAS SHALL BE 50% EXISTING SOIL, 10% SHARP SAND 40% SOIL CONDITIONER (BACK TO EARTH OR EQUAL).
6. ALL TREES ARE TO BE STAKED AND GUYED THROUGH THE ONE YEAR WARRANTY AT WHICH TIME THE OWNER SHALL DETERMINE IF REMOVAL IS NECESSARY.
7. ALL BED AREAS SHALL BE SEPARATED FROM TURF AREAS USING IRONOREN STEEL EDGING OR CONCRETE MOW STRIPS.

LANDSCAPE SYMBOLS



TREE PLANTING DETAIL

NOT TO SCALE:



SHRUB PLANTING DETAIL

NOT TO SCALE

GENERAL NOTES:

1. ALL LANDSCAPED AREAS TO BE IRRIGATED WITH AN UNDERGROUND AUTOMATIC SPRINKLER SYSTEM.
2. LANDSCAPE PLANTER POTS AT CAMPUS DRIVE TO MATCH EXISTING ABOVE GROUND PLANTER POTS WITH SEASONAL COLOR. THE REMAINDER OF THE SYSTEM FOR THE CONVENTION CENTER REMAINS FUNCTIONAL DURING CONSTRUCTION.
3. LANDSCAPER TO VERIFY SPECIES OF EXISTING PLANT MATERIALS USED ALONG CAMPUS DRIVE AND MATCH PROPOSED LANDSCAPING ACCORDINGLY.

IRRIGATION NOTES:

1. IRRIGATION SYSTEM TO BE DESIGNED AND INSTALLED BY A LICENSED IRRIGATION CONTRACTOR.
2. CONTRACTOR TO COORDINATE WITH SITE DEMOLITION CONTRACTORS FOR THE REMOVAL AND/OR REDESIGN OF EXISTING IRRIGATION SYSTEMS IN THE AREAS OF PROPOSED CONSTRUCTION TO ENSURE THE REMAINDER OF THE SYSTEM FOR THE CONVENTION CENTER REMAINS FUNCTIONAL DURING CONSTRUCTION.
2. ALL NEW IRRIGATION SHALL BE INCORPORATED INTO THE EXISTING IRRIGATION SYSTEM.



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 TSBPPE REGISTRATION NUMBER F-8527
 ENGINEERS • SURVEYORS • LAND PLANNERS

2500 Texas Drive Suite 100 Irving, Texas 75062
 Tel 972-252-JDJR (5357) Fax 972-252-8958

PROJECT: **HILTON GARDEN INN DALLAS AT THE HURST CONFERENCE CENTER TRACT 4R1A2, BLOCK 4-R, UNIVERSITY PLAZA CAMPUS DRIVE HURST, TEXAS**

REVISIONS:	DATE	REVISION
	12/23/14	CITY COMMENTS
	5/05/15	CITY COMMENTS
	5/26/15	ARCH. REVIEW

SHEET TITLE: **LANDSCAPE PLAN**

DATE: DEC. 18, 2014

SCALE: 1" = 20'

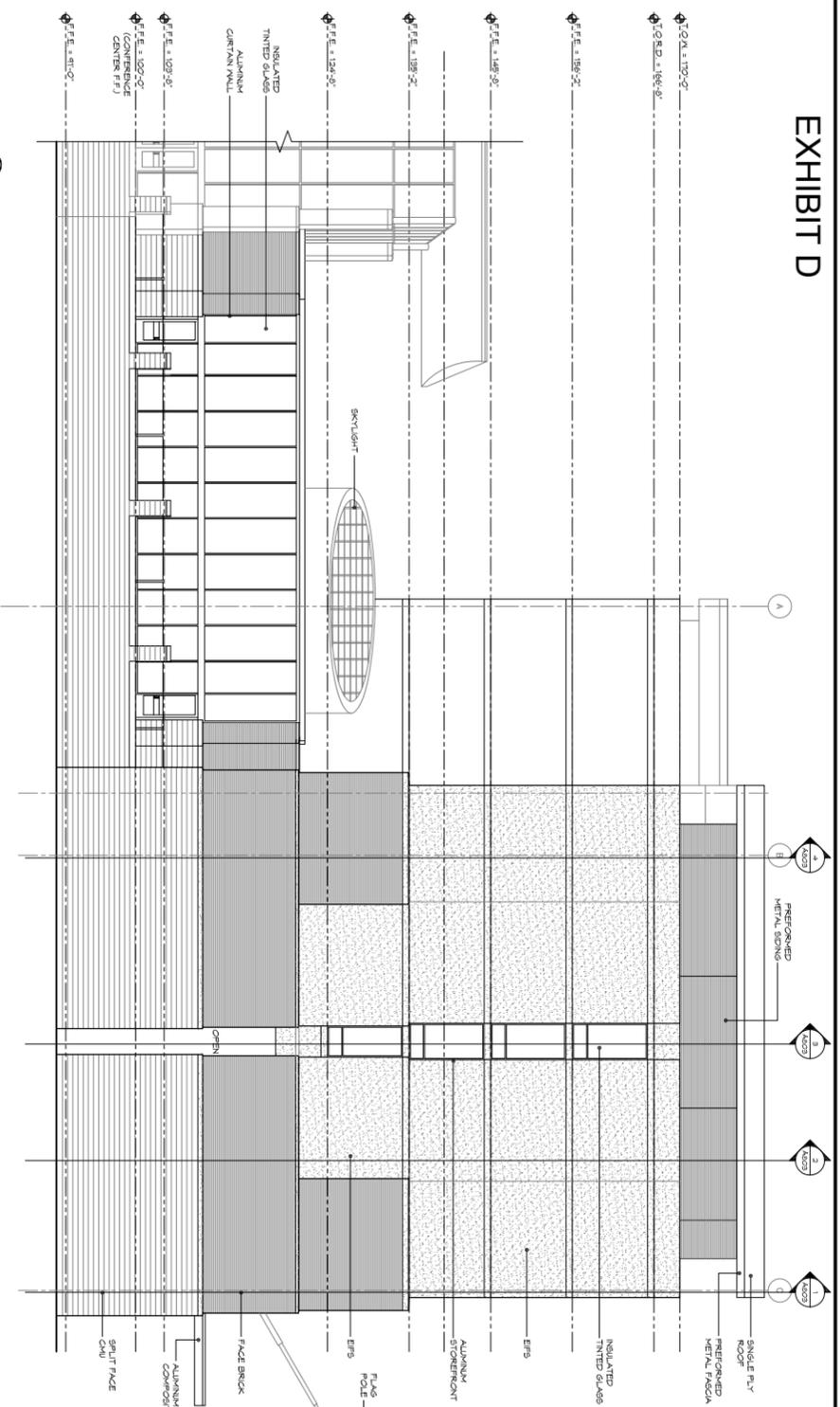
DRAWN BY: SAS

CHECKED BY: DJJR

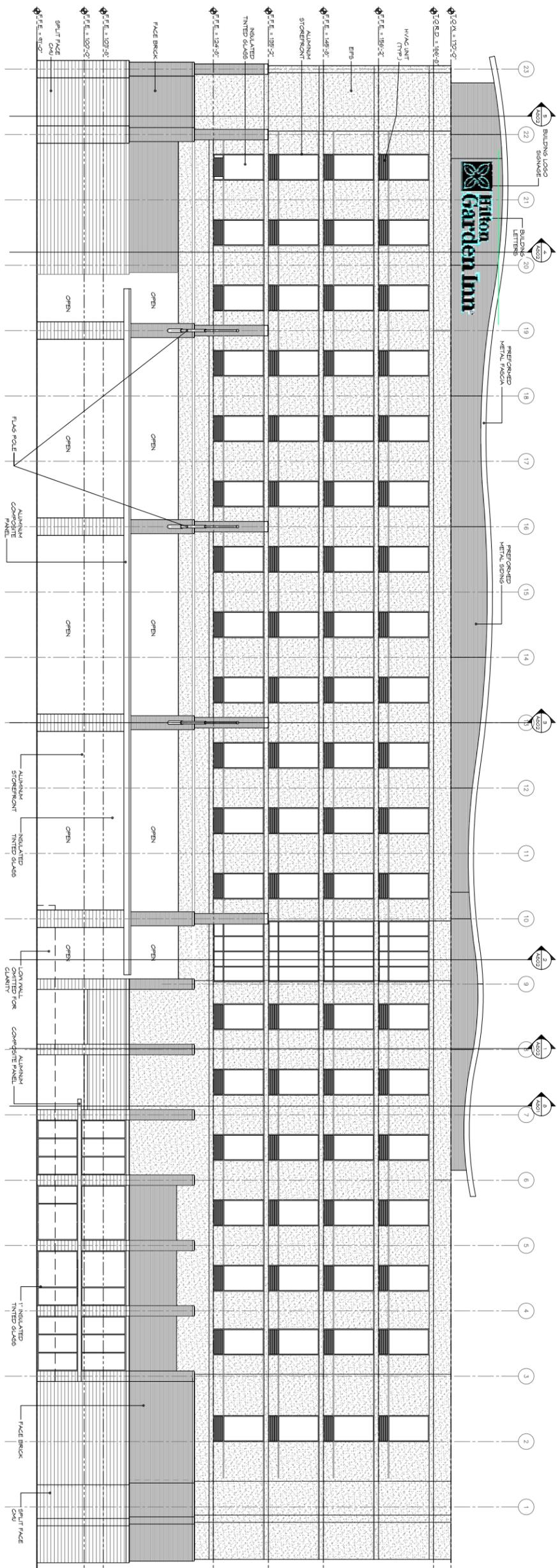
SHEET NO. **L1** OF **1**

JDR FILE NO. 1142-1-14

EXHIBIT D



2 EAST ELEVATION
SCALE: 1/8" = 1'-0"



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

ISSUE DATE:
JUN 2, 2015

REVISIONS:

HILTON GARDEN INN DALLAS AT
THE HURST CONFERENCE CENTER
HURST, TEXAS

RON HOBBS ARCHITECTURE
& INTERIOR DESIGN, LLP
614 WEST MAIN STREET, SUITE 200 GARLAND, TEXAS 75040
PHONE: 972-494-0174 www.ronhobbsarchitects.net FAX: 972-494-0722

DESIGN
DEVELOPMENT
PLANS

NOT FOR
REGULATORY
APPROVAL, OR
CONSTRUCTION

JOB NUMBER
1401

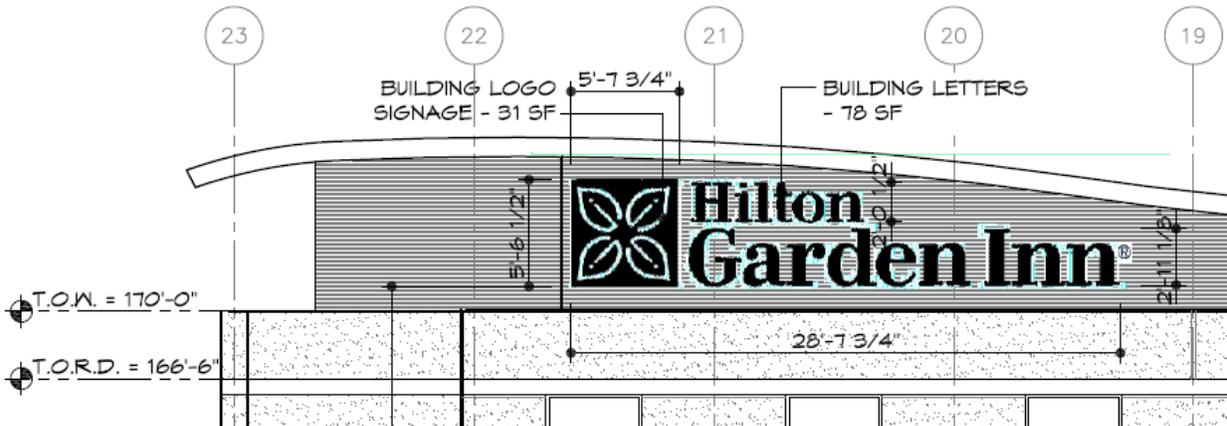
SHEET NUMBER
EXTERIOR
ELEVATIONS
A201

EXHIBIT E

Hilton Garden Inn, Hurst TX

Preliminary Sign Plan submission for Site Plan Approval with the City of Hurst

North Elevation Building Sign:



South Elevation Building Sign:

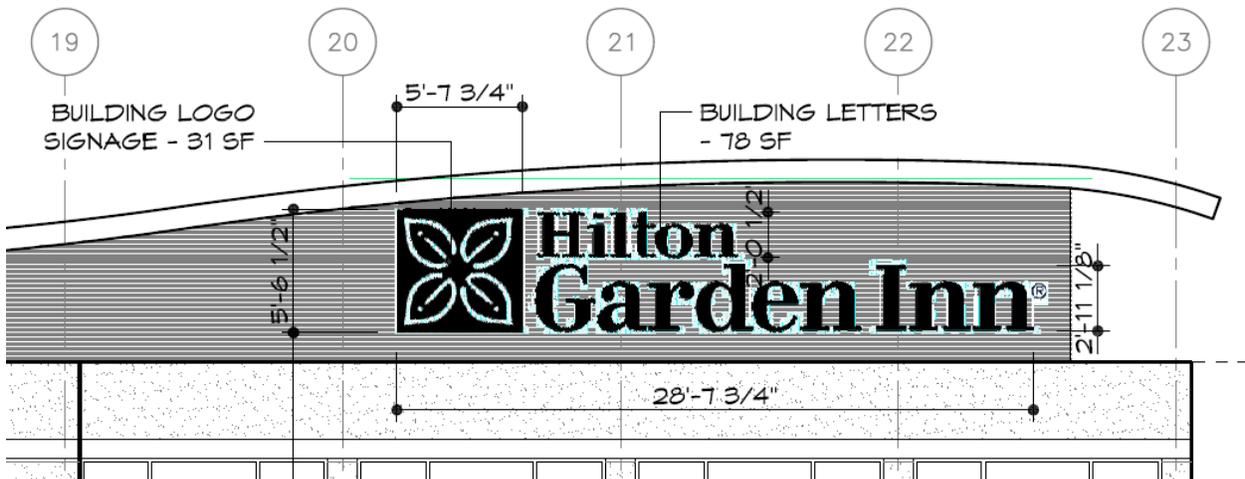
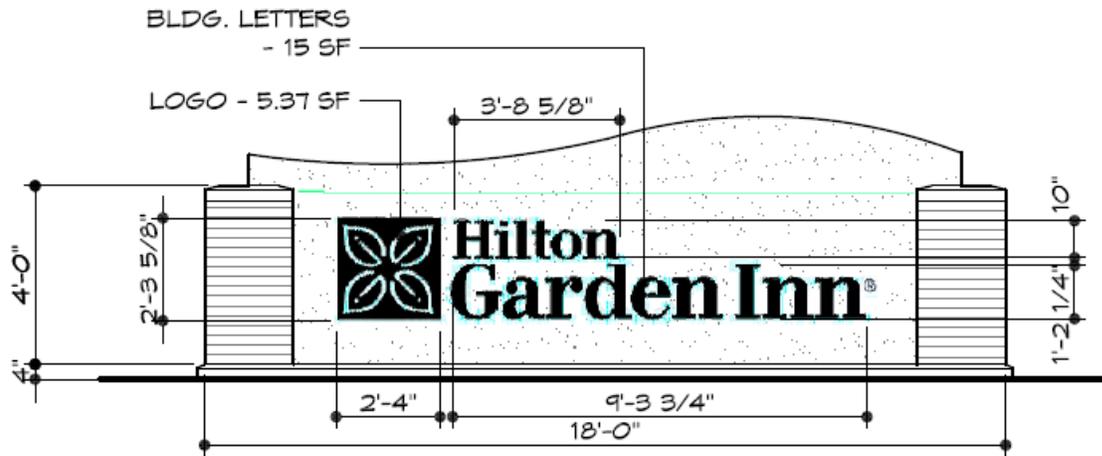


EXHIBIT E

Monument Sign (same on North and South elevations):



Monument Sign Location:

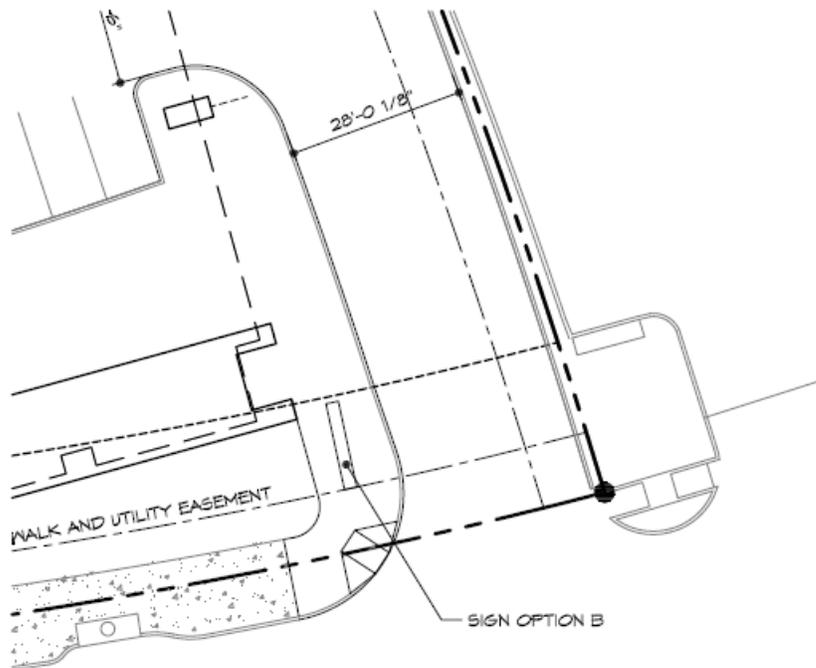
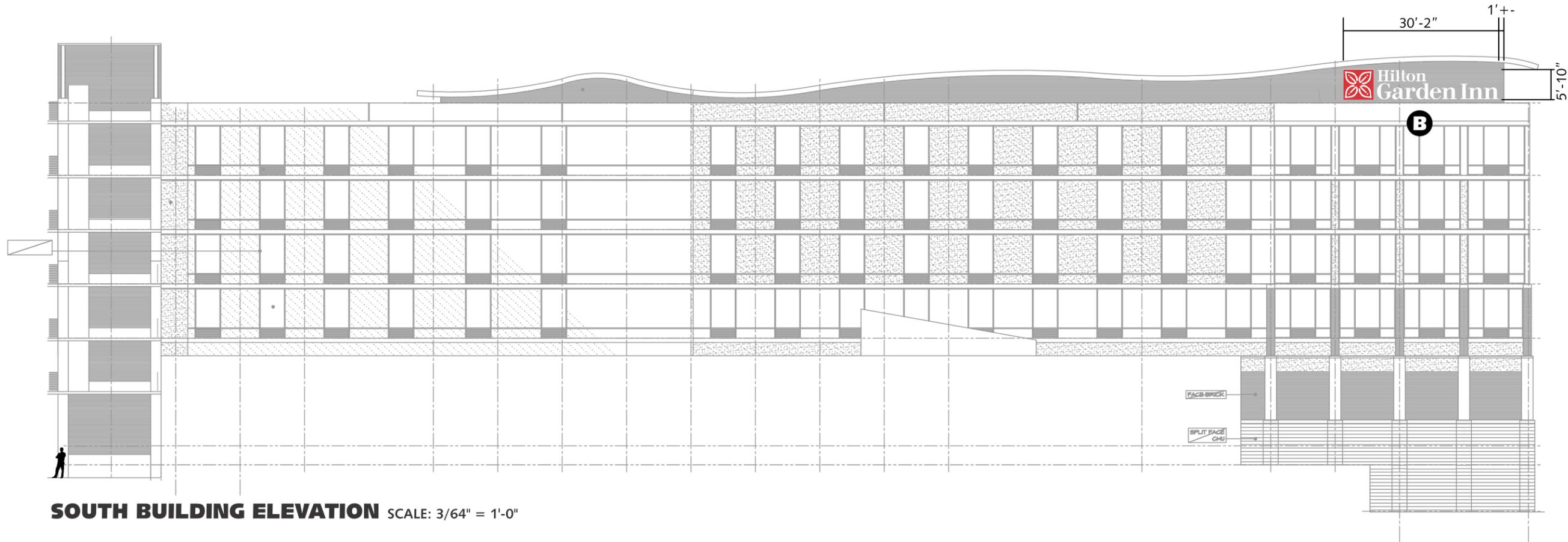


EXHIBIT G



SOUTH BUILDING ELEVATION SCALE: 3/64" = 1'-0"

Work Order #

0381182Ar2

Sheet 2 of 9

Client

HILTON GARDEN INN

Address

NW CORNER OF CAMPUS DR & THOUSAND OAKS
HURST, TX. 76054

Account Rep. MSW

Designer RFF

Date 12.10.14

Approval / Date

Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	

Revision / Date

R1-PCJ02JAN2015] note sq.ft.
R2 RFF 01.13.15 A, B, C rev. to white faces

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chandler signs.com

National Headquarters 3201 Manor Way
Dallas, TX 75235
214-902-2000 Fax 214-902-2044

San Antonio 17319 San Pedro Ave. Ste. #200
San Antonio, TX 78232
210-349-3804 Fax 210-349-8724

West Coast 1335 Park Center Drive, Unit C
Vista, CA 92081
760-967-7003 Fax 760-967-7033

Northeast US 965 Baxter Avenue, Suite 200
Louisville, KY 40204
502-479-3075 Fax 502-412-0013

Florida 2584 Sand Hill Point Circle
Davensport, FL 33537
863-420-1100 Fax 863-424-1160

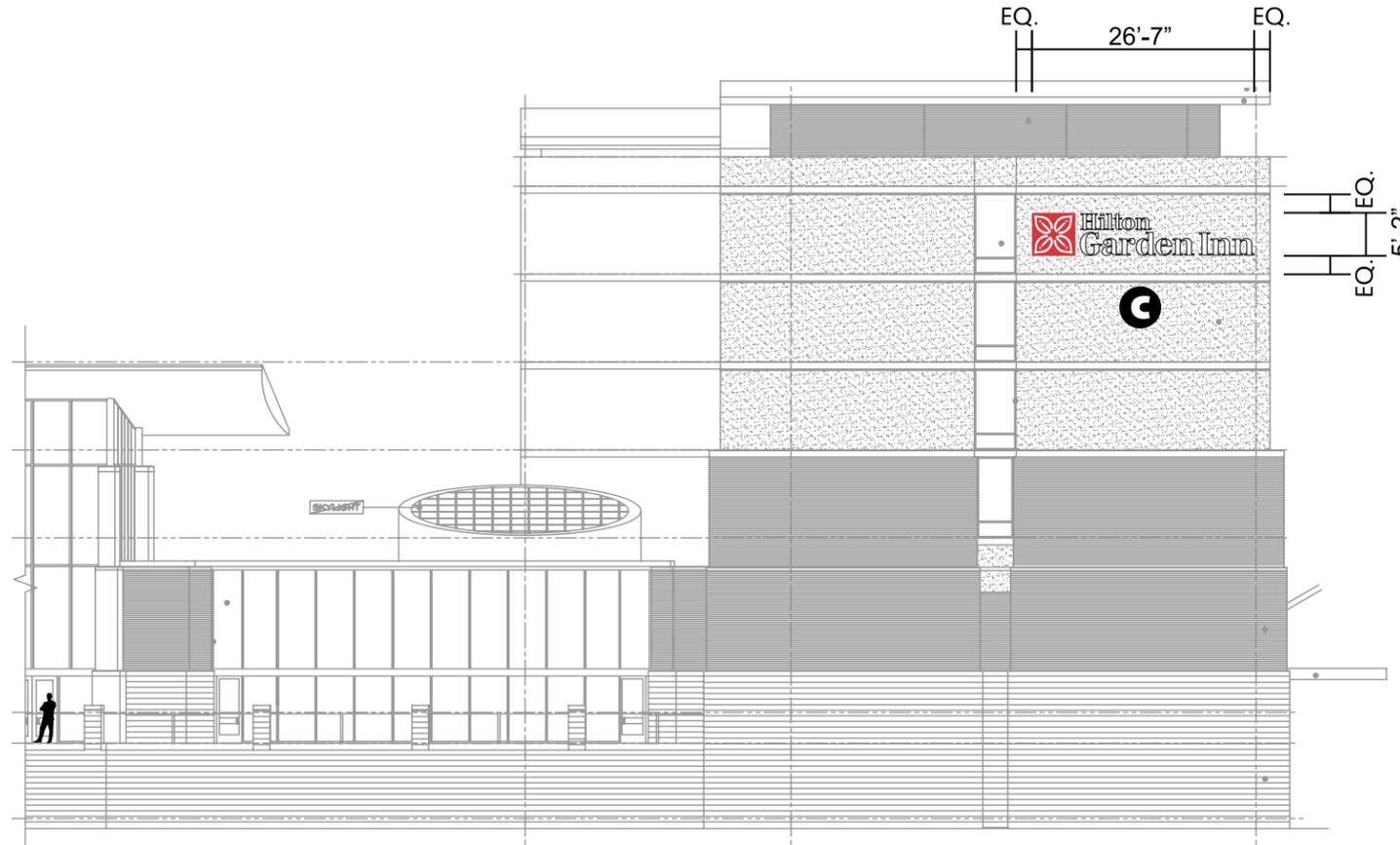
Georgia 37 Waterfront Part Court
Dawsonville, GA 30534
678-725-8832 Fax 210-349-8724

South Texas P.O. Box 125, 206 Doral Drive
Portland, TX 78374
361-563-5599 Fax 361-643-6533

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FINAL ELECTRICAL CONNECTION BY CUSTOMER

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EAST BUILDING ELEVATION SCALE: 3/64" = 1'-0"

Work Order #	
0381182Ar2	
Sheet	3 of 9
Client	
HILTON GARDEN INN	
Address	
NW CORNER OF CAMPUS DR & THOUSAND OAKS HURST, TX. 76054	
Account Rep.	MSW
Designer	RFF
Date	12.10.14

Approval / Date	
Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	

Revision / Date	
R1-PC[02JAN2015]	note sq.ft.
R2 RFF 01.13.15 A, B, C	rev. to white faces



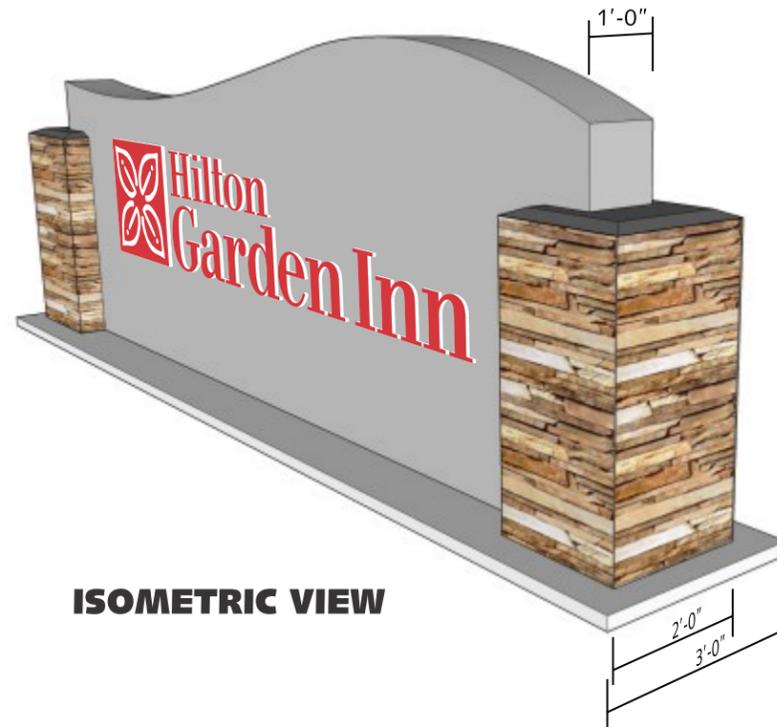
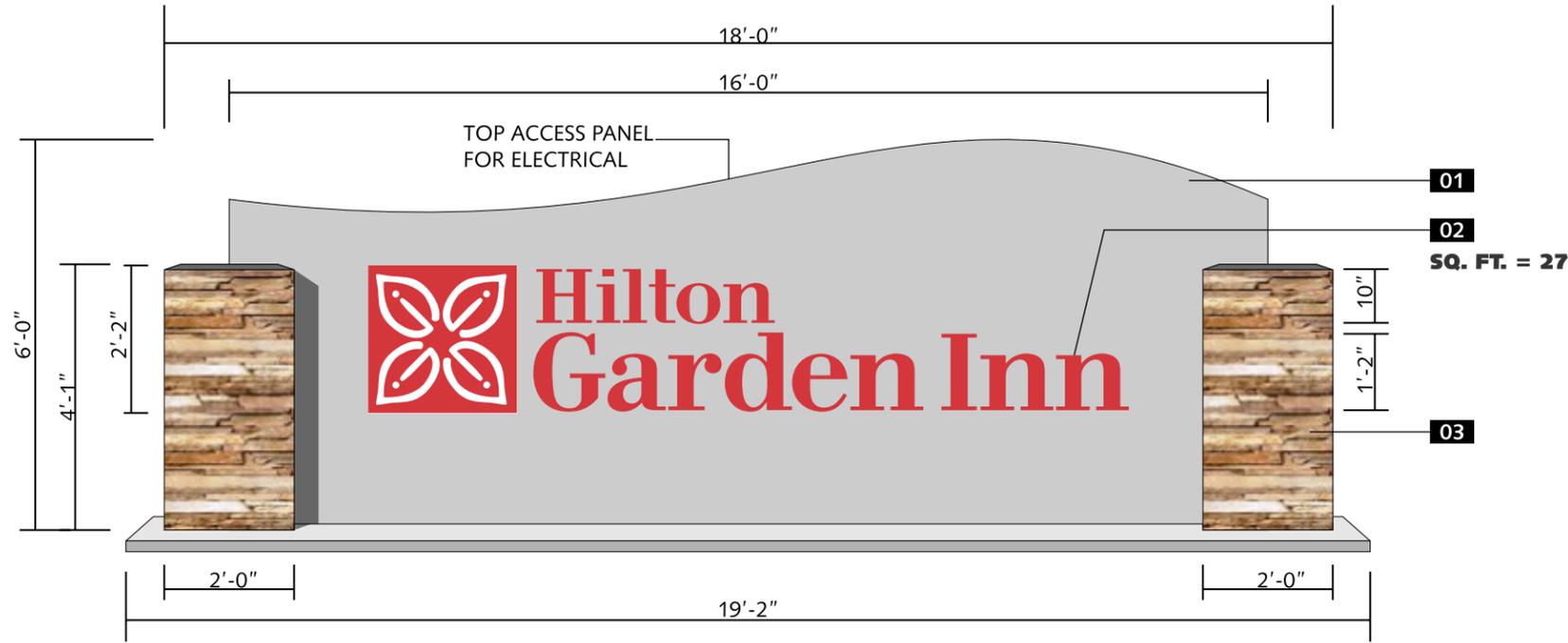
chandler signs.com	
National Headquarters	3201 Manor Way Dallas, TX 75235 214-902-2000 Fax: 214-902-2044
San Antonio	17319 San Pedro Ave. Ste. #200 San Antonio, TX 78232 210-349-3804 Fax: 210-349-8724
West Coast	1335 Park Center Drive, Unit C Vista, CA 92081 760-967-7003 Fax: 760-967-7033
Northeast US	965 Baxter Avenue, Suite 200 Louisville, KY 40204 502-479-3075 Fax: 502-412-0013
Florida	2584 Sand Hill Point Circle Davenport, FL 33837 863-420-1100 Fax: 863-424-1160
Georgia	37 Waterfront Part Court Dawsonville, GA 30534 678-725-8832 Fax: 210-349-8724
South Texas	P.O. Box 125, 206 Doral Drive Portland, TX 78374 361-563-5599 Fax: 361-643-6533

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ISOMETRIC VIEW

D D/F MONUMENT SIGN SCALE: 3/8" = 1'-0"

(1) REQUIRED - MANUFACTURE & INSTALL

- 01** ALUMINUM SIGN CABINET PAINTED SPRAYLAT SM-1715 GRAY INTERNALLY ILLUMINATED WITH WHITE LED'S
- 02** ROUTED OUT PUSH THRU 1" THICK CLEAR ACRYLIC COPY/LOGO WITH WHITE VINYL DIFFUSER SUB SURFACE AND FACES TO HAVE 3630-73 RED AND WHITE TRANSLUCENT VINYL OVERLAYS
- 03** STONE COLUMNS WITH CAST STONE CAPS (COLOR AND STYLE TO BE DETERMINED)

INSTALL WITH STEEL SUPPORTS AND CONCRETE FOUNDATION TO MEET CITY CODE



OPPOSITE FACE

Work Order #

0381182Ar2

Sheet 8 of 9

Client

HILTON GARDEN INN

Address

NW CORNER OF CAMPUS DR & THOUSAND OAKS
HURST, TX. 76054

Account Rep. MSW

Designer RFF

Date 12.10.14

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Revision / Date

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San Antonio	17319 San Pedro Ave. Ste. #200 San Antonio, TX 78232 210-349-3804 Fax 210-349-8724
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City Council Staff Report

SUBJECT: Consider approval to continue the Internet Services Agreement with TelePacific through 2016

Supporting Documents:	
	Meeting Date: 7/14/2015 Department: Information Technology Reviewed by: Sunny Patel City Manager Review:

Background/Analysis:

In 2011 the City of Hurst Information Technology (IT) Department went out for bid for the provision of high speed internet services. The bid was won by TelWest (now TelePacific). Pricing was based on a 5 (five) year contract. At the time, Council approved a 1 (one) year contract with two 1 (one) year extensions. The final extension recently expired. Approval of this request will allow the City to continue service with TelePacific until the remainder of the contract in 2016.

Funding and Sources:

Funding is provided in the Information Technology budget. No cost increases are proposed with this request.

Recommendation:

Staff recommends that Council authorize the city manager to continue the agreement with TelePacific for the remainder of the 2016 contract.

City Council Staff Report

SUBJECT: Z-15-01 Billy Creek Estates, a zoning change from GB-PD to R1-PD with a site plan for Lot A, Block 9, Billy Creek Estates Addition, being 7.85 acres located at 100 Melbourne Road

Supporting Documents:

Area map
 Legal notice
 Ownership data
 Zoning Exhibit/Site plan – Exhibit A

Meeting Date: 7/14/2015
 Department: Development
 Reviewed by: Steve Bowden
 City Manager Review:

Background/Analysis:

An application has been made by Ernest Hedgcoth Engineering on behalf of Tommy Cunningham for a zoning change from GB-PD (General Business Planned Development) to R-1 (Single Family Planned Development) with a site plan, being 7.85 acres located at 100 Melbourne Road.

The applicant is requesting the zoning change with a site plan to develop a new single family subdivision with 18 lots. The developer is proposing a new public street with one access point to Melbourne Road. The minimum lot size will be 5,000 square feet.

The developer is requesting 20 foot front building line and a 15 foot rear setback from the adjacent residential and Melbourne Road. The average lot width is 50 feet.

The developer will install a six (6) foot masonry screening wall along Melbourne Road and Hwy. 10. There is no screening wall requirement adjacent to the R-1 residential property.

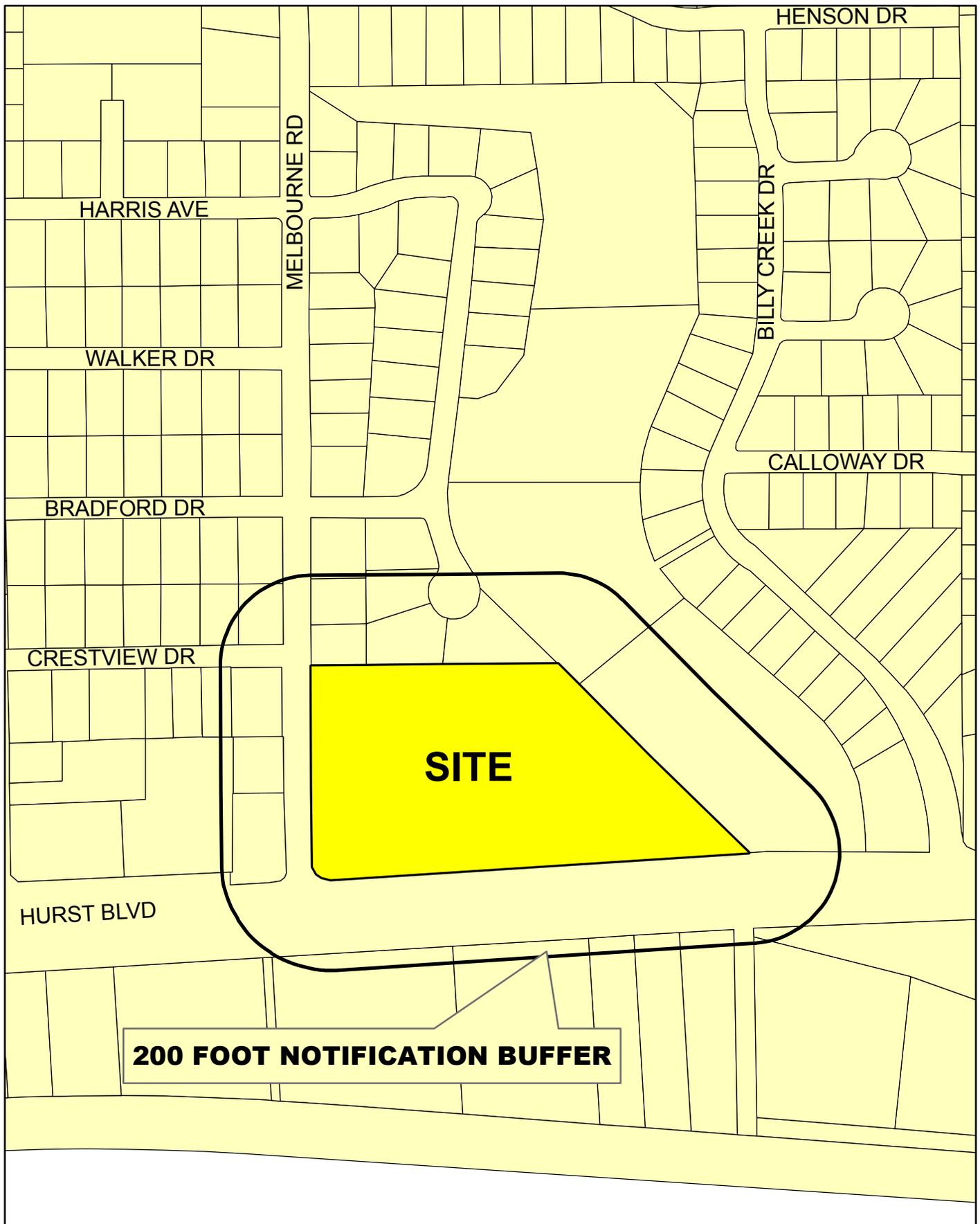
The developer will plant three (3) 3-inch trees as required by ordinance.

Funding and Sources:

There is no fiscal impact for this agenda item.

Recommendation:

The Planning and Zoning Commission met on Monday, June 15, 2015, and voted 7-0 to recommend denial of Z-15-02 Billy Creek Estates. The Commission asked the developer to work with the neighborhood on reducing density.



<p>CASE NO: Z-15-01 Billy Creek Estates</p>	<p>LEGAL DESCRIPTION: Lot A, Block 9 Billy Creek Estates</p>	<p>AGENDA DATE: 7/14/15</p>
<p>REQUESTED ACTION: Zoning/ site plan from GB-PD to R1-PD</p>	<p>LOCATION: 100 Melbourne Dr.</p>	



Z-15-01

LEGAL NOTICE

A PUBLIC HEARING WILL BE HELD BY THE HURST CITY COUNCIL ON TUESDAY JULY 14, 2015 AT 6:30 P.M. AT HURST CITY HALL, 1505 PRECINCT LINE ROAD TO CONSIDER A ZONING CHANGE WITH A SITE PLAN FOR LOT A, BLOCK 9 BILLY CREEK ESTATES ADDITION, BEING 7.85 ACRES LOCATED AT 100 MELBOURNE ROAD

Billy Creek Estates

Lot A, Block 9, Billy Creek Estates Addition
100 Melbourne Road

The applicant is requesting a zoning change from GB-PD (General Business Planned Development) to R1-PD (Single-Family Planned Development) to develop a new residential subdivision with 18 single family homes.

According to the last City Tax Roll and current Water Accounts, your property is located within 200 feet of the above proposed zoning classification change and proposed site plan, including any intervening public streets. You will be given an opportunity to be heard in connection with the above-described requested site plan revision at the Public Hearing. Enclosed is a map of the affected area for your benefit in locating the property. If additional information is desired, material is available for your review in the Development Department. You may contact Michelle Lazo 817-788-7055.



Z-15-01

APPLICATION FOR SITE PLAN OWNERSHIP DATA

TO THE PLANNING and ZONING COMMISSION:

The following described real property is under application for approval of a site plan revision.

Billy Creek Estates
Zoning Change w/a Site Plan
Lot A, Block 9, Billy Creek Estates
100 Melbourne Drive

The following is a list of the property owners, legal description of their property, and mailing address of the owners of the property within 200 feet of the above-described property, which is under application for a site plan:

PROPERTY OWNER	LEGAL DESCRIPTION	ADDRESS
DEL ROSARIO VIRGILIO	BLK 1 LOT 12R BILLY CREEK ESTATES ADDITION	1201 BRADFORD HURST TX 76053
COWIN BILLY EST	LOT 5R BLK 9 BILLY CREEK ESTATES ADDITION	209 BRADFORD CT HURST TX 76053-6342
TORRES SABRINA M	LOT 2 BLK 9 BILLY CREEK ESTATES ADDITION	204 MELBOURNE RD HURST TX 76053-6321
DIXON LOIS L	LOT 9 BLK 6 WALKER OAKS ADDITION	1200 CRESTVIEW DR HURST TX 76053-6308
MILLER DAVID F	LOT 7 BLK 9 BILLY CREEK ESTATES ADDITION	201 BRADFORD CT HURST TX 76053-6342
TARRANT ASSURANCE RESID LP	LOT 3 BLK 9 BILLY CREEK ESTATES ADDITION	3113 S UNIVERSITY DR STE 600 FORT WORTH TX 76109 5692
TALIAFERRO JERRY V	LOT 1 BLOCK 1 TALIAFERRO ADDITION	1201 CRESTVIEW DR HURST TX 76053

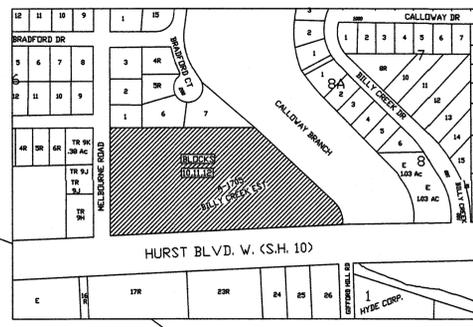
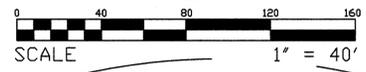
HAMILTON DAVID	LOT 10 BLK 6 WALKER OAKS ADDITION	PO BOX 691 GRANBURY TX 76048-0691
SPENCE CLAYTON D	TRACT 9H WILLIAM WALLACE SURVEY A 1705	4720 SHADY LAKE DR FORT WORTH TX 76180-8024
PAPRSKAR JOHN	LOT 6 BLK 9 BILLY CREEK ESTATES ADDITION	905 VENICE ST HURST TX 76053-4749
NELSON BARBARA R	LOT 6R BLK 7 WALKER OAKS ADDITION	1205 CRESTVIEW DR HURST TX 76053-6311
PEARL FISHER ENTERPRISES LP	TRACT 9J WILLIAM WALLACE SURVEY A 1705	117 MELBOURNE RD HURST TX 76053-6318
FANNING BUSINESS PARK LLC	LOT 1 BLK 1 FANNING BUSINESS PARK ADDITION	1220 W HURST BLVD STE 100 HURST TX 76053-7406
STATE HIGHWAY COMMISSION	TRACT 2 ALLEN TRIMBLE S SURVEY A 1528	125 E 11TH ST AUSTIN TX 78701-2409
JEWELSJO LIMITED PARTNERSHIP	LOT 26 BLK 1 PAYTON ADDITION	421 MAYFAIR CT # D HURST TX 76054-3534
JAMIESON MANUFACTURING CO	LOT 24 AND 25 PAYTON ADDITION	PO BOX 769008 DALLAS TX 75376-9008
MAYCO INC	LOT A BLK 1 HYDE CORPARATION ADDITION	2811 MICAN DR DALLAS TX 75212-4602
STORAGE TRUST PROPERTIES LP	LOT 23R BLK 1 PAYTON ADDITION	PO BOX 25025 GLENDALE CA 91221-5025
AMERICO LEASING LTD	LOT 17R BLK 1 PAYTON ADDITION	PO BOX 33 COLLEYVILLE TX 76034-0033

HAMILTON RALPH	LOT 1 BLK 9 BILLY CREEK ESTATES ADDITION	200 MELBOURNE RD HURST TX 76053
DEL ROSARIO VIRGILIO	LOT 8 BLK 6 WALKER OAKS ADDITION	1201 BRADFORD HURST TX 76053
CITY OF HURST	LOT C AND D, BLK 8 BILLY CREEK ESTATES ADDITION	1505 PRECINCT LINE RD HURST TX 76054
POLARIS LTD	LOT A BLK 9 BILL CREEK ESTATES ADDITION	205 PECAN ST FORT WORTH TX 76102-3263
OCCUPANT	TRACT 9H WILLIAM WALLACE SURVEY A 1705	1200 W HURST BLVD HURST TX 76053
OCCUPANT	LOT 6 BLK 9 BILLY CREEK ESTATES ADDITION	205 BRADFORD CT HURST TX 76053
OCCUPANT	LOT 10 BLK 6 WALKER OAKS ADDITION	1204 CRESTVIEW HURST TX 76054-3302
OCCUPANT	LOT 3 BLK 9 BILLY CREEK ESTATES ADDITION	208 MELBOURNE ROAD HURST TX 76053
OCCUPANT	LOT 26 BLK 1 PAYTON ADDITION	1139 W HUTST BLVD HURST TX 76053
OCCUPANT	LOT 24 AND 25 PAYTON ADDITION	1141 & 1143 W HURST BLVD HURST TX 76053
OCCUPANT	LOT A BLK 1 HYDE CORPARATION ADDITION	1137 GIFFORD HILL HURST TX 76053
OCCUPANT	LOT 23R BLK 1 PAYTON ADDITION	1147 W HURST BLVD HURST TX 76053

OCCUPANT	LOT 17R BLK 1 PAYTON ADDITION	1149 W HURST BLVD HURST TX 76053
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EXHIBIT A



PROPERTY DESCRIPTION

BEING A 7.423 ACRE TRACT OF LAND OUT OF THE W.W. WALLACE SURVEY, ABSTRACT NO. 1705, SITUATED IN HURST, TARRANT COUNTY, TEXAS, AS RECORDED IN VOLUME 388-92, PAGE 38, PLAT RECORDS, TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 9, BILLY CREEK ESTATES SECOND FILING AS RECORDED IN VOLUME 388-82, PAGE 55, PLAT RECORDS, TARRANT COUNTY, TEXAS;

THENCE NORTH 89 degrees 59 minutes 00 seconds EAST, ALONG THE SOUTH LINE OF SAID ADDITION A DISTANCE OF 578.47 FEET TO A POINT FOR CORNER IN THE SOUTHEAST CORNER OF LOT 7, BLOCK 9, BILLY CREEK ESTATES SECOND FILING AS RECORDED IN VOLUME 388-82, PAGE 55, PLAT RECORDS, TARRANT COUNTY, TEXAS FOR CORNER;

THENCE SOUTH 47 degrees 05 minutes 30 seconds EAST, ALONG THE WEST LINE OF CALLOWAY BRANCH DRAINAGE CHANNEL AND THE EAST LINE OF TRACT A, BLOCK 9, BILLY CREEK ESTATES SECOND FILING AS RECORDED IN VOLUME 388-92, PAGE 38, PLAT RECORDS, TARRANT COUNTY, TEXAS, A DISTANCE OF 429.34 FEET TO A POINT FOR CORNER AND BEING A CURVE TO THE RIGHT;

THENCE ALONG THE CURVE OF SAID CHANNEL HAVING A RADIUS OF 103.33 FEET, A CENTRAL ANGLE OF 44°14'36", A LENGTH OF 79.70 FEET, CH. LENGTH 76.74 FEET, CH. BEARING OF S 24°59'43" E TO A POINT FOR CORNER;

THENCE SOUTH 02 degrees 53 minutes 43 seconds EAST, ALONG THE WEST LINE OF CALLOWAY BRANCH DRAINAGE CHANNEL AND THE EAST LINE OF TRACT A, BLOCK 9, BILLY CREEK ESTATES SECOND FILING A DISTANCE OF 24.23 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF HURST BLVD. W. (S.H. 10) FOR CORNER;

THENCE SOUTH 87 degrees 08 minutes 15 seconds WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF HURST BLVD. W. (S.H. 10) A DISTANCE OF 926.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF MELBOURNE ROAD ALSO BEING THE SOUTHWEST CORNER OF TRACT A, BLOCK 9, BILLY CREEK ESTATES SECOND FILING AS RECORDED IN VOLUME 388-92, PAGE 38, PLAT RECORDS, TARRANT COUNTY, TEXAS, FOR CORNER;

THENCE NORTH 00 degrees 01 minutes 00 seconds WEST ALONG THE EAST RIGHT-OF-WAY LINE OF MELBOURNE ROAD A DISTANCE OF 433.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 329,351.82 SQUARE FEET OR 7.423 ACRES MORE OR LESS.

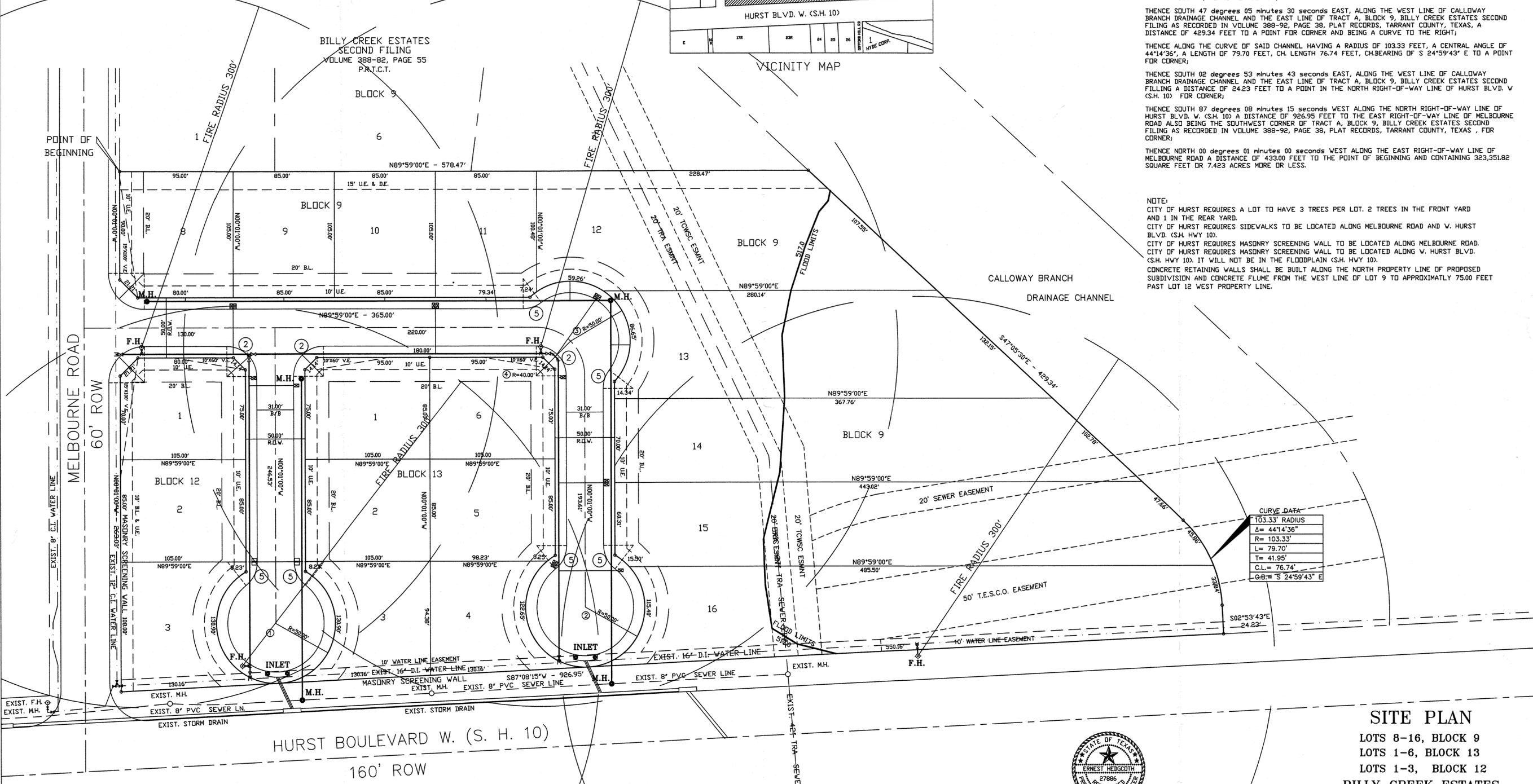
NOTE:

CITY OF HURST REQUIRES A LOT TO HAVE 3 TREES PER LOT. 2 TREES IN THE FRONT YARD AND 1 IN THE REAR YARD.

CITY OF HURST REQUIRES SIDEWALKS TO BE LOCATED ALONG MELBOURNE ROAD AND W. HURST BLVD. (S.H. HWY 10).

CITY OF HURST REQUIRES MASONRY SCREENING WALL TO BE LOCATED ALONG MELBOURNE ROAD. CITY OF HURST REQUIRES MASONRY SCREENING WALL TO BE LOCATED ALONG W. HURST BLVD. (S.H. HWY 10). IT WILL NOT BE IN THE FLOODPLAIN (S.H. HWY 10).

CONCRETE RETAINING WALLS SHALL BE BUILT ALONG THE NORTH PROPERTY LINE OF PROPOSED SUBDIVISION AND CONCRETE FLUME FROM THE WEST LINE OF LOT 9 TO APPROXIMATELY 75.00 FEET EAST LOT 12 WEST PROPERTY LINE.



CURVE DATA

103.33' RADIUS
Δ = 44°14'36"
R = 103.33'
L = 79.70'
T = 41.95'
C.L. = 76.74'
CH. BEAR = S 24°59'43" E

①	②	③	④	⑤	⑥	⑦	⑧	⑨
CURVE DATA	CURVE DATA	CURVE DATA	CURVE DATA	CURVE DATA	CURVE DATA	CURVE DATA	CURVE DATA	CURVE DATA
30' RADIUS	25' RADIUS	50' RADIUS	41' RADIUS	25' RADIUS	50' RADIUS	41' RADIUS	40' RADIUS	25' RADIUS
Δ = 90°00'00"	Δ = 90°00'00"	Δ = 300°00'00"	Δ = 284°50'38"	Δ = 52°24'51"	Δ = 175°29'49"	Δ = 163°58'40"	Δ = 90°00'00"	Δ = 38°02'40"
R = 30.00'	R = 25.00'	R = 50.00'	R = 41.00'	R = 25.00'	R = 50.00'	R = 41.00'	R = 40.00'	R = 25.00'
L = 47.12'	L = 39.27'	L = 261.80'	L = 203.83'	L = 22.87'	L = 153.15'	L = 117.34'	L = 62.83'	L = 16.60'
T = 30.00'	T = 25.00'	T =	T =	T = 12.30'	T =	T =	T = 40.00'	T = 8.62'
C.L. = 42.43'	C.L. = 35.36'	C.L. =	C.L. =	C.L. = 22.08'	C.L. =	C.L. =	C.L. = 56.57'	C.L. = 16.30'
C.B. = 45°00'00"	C.B. = 45°00'00"	C.B. =	C.B. =	C.B. =	C.B. =	C.B. =	C.B. =	C.B. =



ERNEST HEDGCOTT
CONSULTING ENGINEERS, INC.
FIRM NO. 628
5701-C MIDWAY ROAD
FORT WORTH, TEXAS 76117
(817) 831-7711

SITE PLAN
LOTS 8-16, BLOCK 9
LOTS 1-6, BLOCK 13
LOTS 1-3, BLOCK 12
BILLY CREEK ESTATES
THIRD FILING
AN ADDITION TO THE CITY OF
CITY OF HURST
TARRANT COUNTY, TEXAS
RECORDED IN VOLUME 388-92, PAGE 38
PLAT RECORDS OF TARRANT COUNTY, TEXAS
7.423 ACRES OF LAND
ZONED GB-PD
ZONING REQUESTED R1-PD

PROJECT NO. 2015-021

ORDINANCE 2289

AN ORDINANCE ADOPTING A ZONING CHANGE TO R1-PD, WITH A SITE PLAN FOR LOT A, BLOCK 9, BILLY CREEK ESTATES ADDITION, BEING 7.85 ACRES LOCATED AT 100 MELBOURNE ROAD, Z-15-01

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 zoning change to R1-PD, and site plan approval with Exhibit "A" for Lot A, Block 9, Billy Creek Estates Addition, being 7.85 acres located at 100 Melbourne Road.

AND IT IS SO ORDERED.

Passed on the first reading on the 14th day of July 2015 by a vote of _ to _ .

Approved on the second reading on the 8th day of August 2015 by a vote of _ to _ .

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

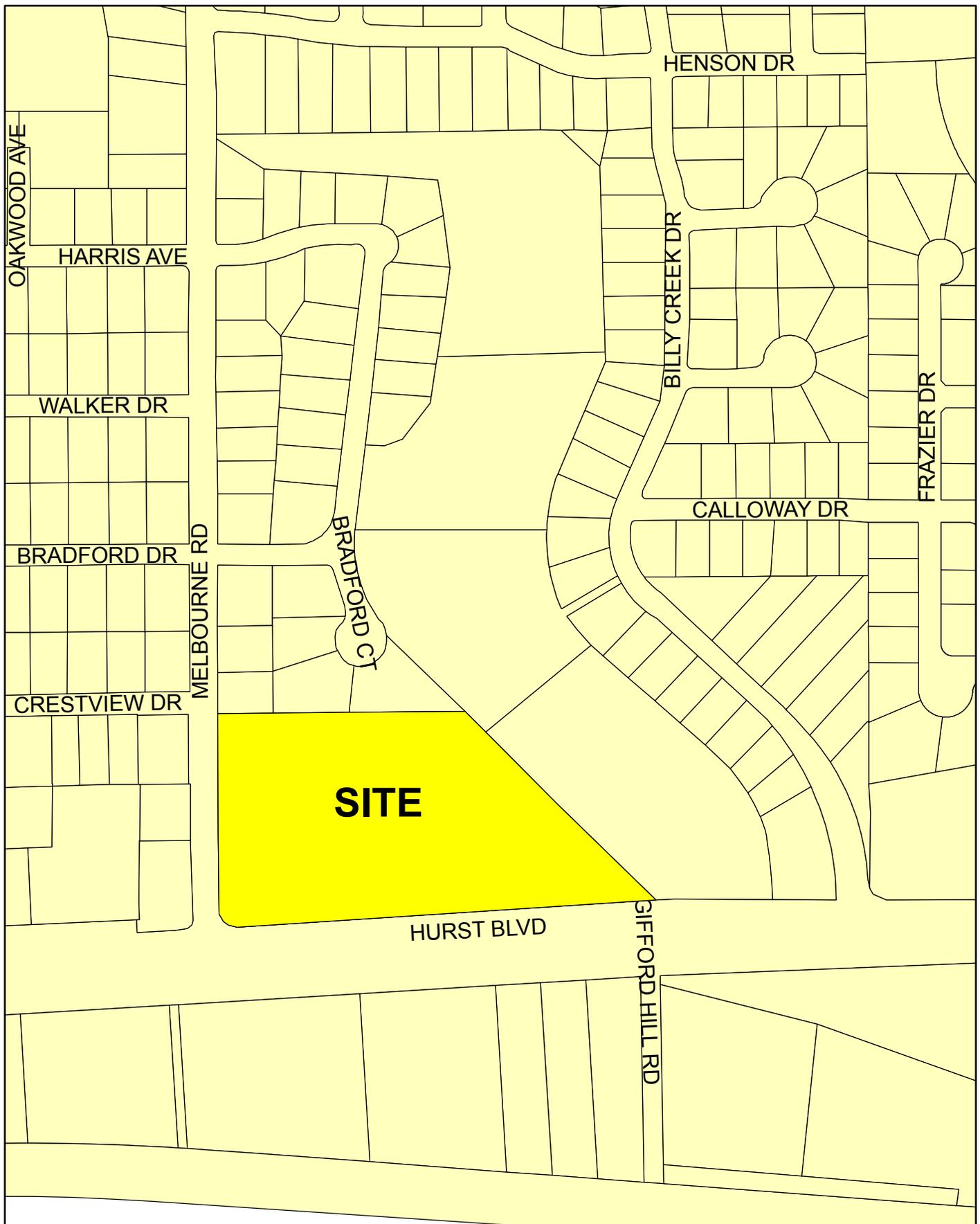
Richard Ward, Mayor

Approved as to form and legality:

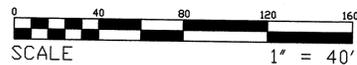
City Attorney

City Council Staff Report

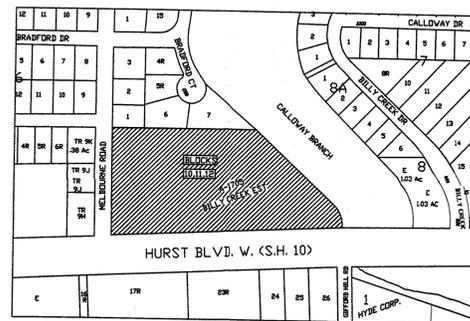
<p>SUBJECT: P-15-04 Billy Creek Estates Addition, a preliminary plat for Lots 8-16, Block 9, 1-6, Block 13, and Lots 1-3, Block 12, Billy Creek Estates Addition, being 7.85 acres located at 100 Melbourne Road</p>	
<p>Supporting Documents:</p>	
<p>Area map Plat</p>	<p>Meeting Date: 7/14/2015 Department: Development Reviewed by: Steve Bowden City Manager Review:</p>
<p>Background/Analysis:</p>	
<p>An application has been made by Ernest Hedgcoth Engineers for a preliminary plat of Lots 8-16, Block 9, 1-6, Block 13, and Lots 1-3, Block 12, Billy Creek Estates Addition, being 7.85 acres located at 100 Melbourne Road.</p> <p>This plat is being requested to develop a new single-family subdivision with 18 lots. The proposed subdivision will have one access point to Melbourne Road. Lots 12-16, Block 9, will have a large rear yard, but will not be allowed to place a fence or any structures to the east of the 20 foot Trinity River Authority pipeline. They will be required to maintain the rear yard past their fence.</p> <p>This plat is contingent on the approval of Z-15-01 Billy Creek Estates, which allows the minimum lot requirements for R-1 zoning to be modified.</p> <p>Engineering plans are currently under review.</p>	
<p>Funding and Sources:</p>	
<p>There is no fiscal impact for this agenda item.</p>	
<p>Recommendation:</p>	
<p>The Planning and Zoning Commission met on Monday, June 15, 2015 and voted 7-0 to recommend denial of P-15-04 Billy Creek Estates Addition.</p>	



<p>CASE NO: P-15-04 Billy Creek Estates</p>	<p>LEGAL DESCRIPTION: Lot A, Block 9 Billy Creek Estates</p>	<p>AGENDA DATE: 7/14/15</p>
<p>REQUESTED ACTION: Preliminary plat for Lots 8-16, Block 9, 1-6, Block 13 and 1-3, Block 12</p>	<p>LOCATION: 100 Melbourne Dr.</p>	



BILLY CREEK ESTATES
SECOND FILING
VOLUME 388-82, PAGE 55
P.R.T.C.T.



VICINITY MAP

STATE OF TEXAS
COUNTY OF TARRANT

OWNER'S ACKNOWLEDGMENT AND DEDICATION

WHEREAS TOMMY CUNNINGHAM IS THE OWNER OF A 7.423 ACRE TRACT OF LAND OUT OF THE W. W. WALLACE SURVEY, ABSTRACT NO. 1705, SITUATED IN HURST, TARRANT COUNTY, TEXAS, AS RECORDED IN VOLUME 388-92, PAGE 38, PLAT RECORDS, TARRANT COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEING A 7.423 ACRE TRACT OF LAND OUT OF THE W.W. WALLACE SURVEY, ABSTRACT NO. 1705, SITUATED IN HURST, TARRANT COUNTY, TEXAS, AS RECORDED IN VOLUME 388-92, PAGE 38, PLAT RECORDS, TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 9, BILLY CREEK ESTATES SECOND FILING AS RECORDED IN VOLUME 388-82, PAGE 55, PLAT RECORDS, TARRANT COUNTY, TEXAS;

THENCE NORTH 89 degrees 59 minutes 00 seconds EAST, ALONG THE SOUTH LINE OF SAID ADDITION A DISTANCE OF 578.47 FEET TO A POINT FOR CORNER IN THE SOUTHEAST CORNER OF LOT 7, BLOCK 9, BILLY CREEK ESTATES SECOND FILING AS RECORDED IN VOLUME 388-82, PAGE 55, PLAT RECORDS, TARRANT COUNTY, TEXAS FOR CORNER;

THENCE SOUTH 47 degrees 05 minutes 30 seconds EAST, ALONG THE WEST LINE OF CALLOWAY BRANCH DRAINAGE CHANNEL AND THE EAST LINE OF TRACT A, BLOCK 9, BILLY CREEK ESTATES SECOND FILING AS RECORDED IN VOLUME 388-92, PAGE 38, PLAT RECORDS, TARRANT COUNTY, TEXAS, A DISTANCE OF 429.34 FEET TO A POINT FOR CORNER AND BEING A CURVE TO THE RIGHT;

THENCE ALONG THE CURVE OF SAID CHANNEL HAVING A RADIUS OF 103.33 FEET, A CENTRAL ANGLE OF 44°14'36", A LENGTH OF 79.70 FEET, CH. BEARING OF S 24°59'43" E TO A POINT FOR CORNER;

THENCE SOUTH 02 degrees 53 minutes 43 seconds EAST, ALONG THE WEST LINE OF CALLOWAY BRANCH DRAINAGE CHANNEL AND THE EAST LINE OF TRACT A, BLOCK 9, BILLY CREEK ESTATES SECOND FILING A DISTANCE OF 24.23 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF HURST BLVD. W. (S.H. 10) FOR CORNER;

THENCE SOUTH 87 degrees 08 minutes 15 seconds WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF HURST BLVD. W. (S.H. 10) A DISTANCE OF 926.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF MELBOURNE ROAD ALSO BEING THE SOUTHWEST CORNER OF TRACT A, BLOCK 9, BILLY CREEK ESTATES SECOND FILING AS RECORDED IN VOLUME 388-92, PAGE 38, PLAT RECORDS, TARRANT COUNTY, TEXAS, FOR CORNER;

THENCE NORTH 00 degrees 01 minutes 00 seconds WEST ALONG THE EAST RIGHT-OF-WAY LINE OF MELBOURNE ROAD A DISTANCE OF 433.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 323,351.82 SQUARE FEET OR 7.423 ACRES MORE OR LESS.

KNOW ALL MEN BY THESE PRESENTS:

THAT TOMMY CUNNINGHAM IS THE LEGAL OWNER OF LOTS 9-20, BLOCK 9, LOTS 1-10, BLOCK 10, AND LOTS 1-5, BLOCK 11, BILLY CREEK ESTATES, AND THE ABOVE DESCRIBED LOTS I DO CONVEY TO THE PUBLIC USE, THE STREETS, ALLEYS, RIGHT-OF-WAY, AND OTHER PUBLIC AREAS SHOWN ON THIS PLAT.

TOMMY CUNNINGHAM _____ DATE _____

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY DID PERSONALLY APPEAR TOMMY CUNNINGHAM KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

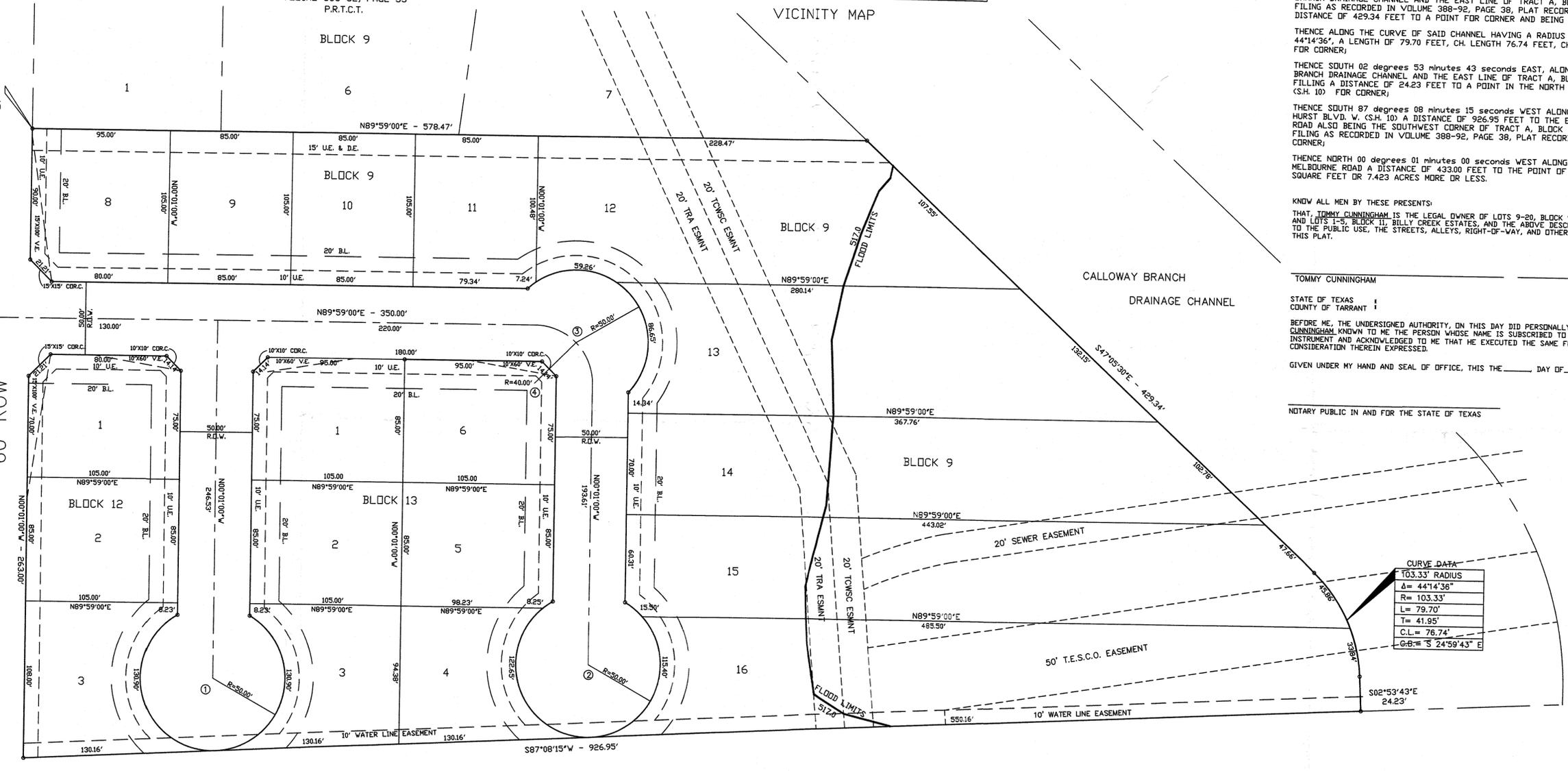
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2015.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

POINT OF BEGINNING

MELBOURNE ROAD
60' ROW

HURST BOULEVARD W. (S. H. 10)
160' ROW



CURVE DATA	
103.33' RADIUS	
Δ = 44°14'36"	
R = 103.33'	
L = 79.70'	
T = 41.95'	
C.L. = 76.74'	
C.B. = S 24°59'43" E	

CURVE DATA	
① 50' RADIUS	
Δ = 300°00'00"	
R = 50.00'	
L = 261.80'	
T =	
C.L. =	
C.B. =	

CURVE DATA	
② 50' RADIUS	
Δ = 175°29'49"	
R = 50.00'	
L = 153.15'	
T =	
C.L. =	
C.B. =	

CURVE DATA	
③ 50' RADIUS	
Δ = 175°29'49"	
R = 50.00'	
L = 153.15'	
T =	
C.L. =	
C.B. =	

CURVE DATA	
④ 40' RADIUS	
Δ = 90°00'00"	
R = 40.00'	
L = 62.83'	
T = 40.00'	
C.L. = 56.57'	
C.B. =	

KNOW ALL MEN BY THESE PRESENTS:

That I, ERNEST HEDGCOTH, R.P.L.S., a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this Plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

ERNEST HEDGCOTH, P.E.
REGISTERED PROFESSIONAL LAND SURVEYOR 2804

03/23/2015
DATE



The seal appearing in this document was authorized by ERNEST HEDGCOTH, R.P.L.S. #2804

ERNEST HEDGCOTH
CONSULTING ENGINEERS, INC.
FIRM NO. 626
5701-C MIDWAY ROAD
FORT WORTH, TEXAS 76117
(817) 831-7711

PRELIMINARY PLAT

LOTS 8-16, BLOCK 9
LOTS 1-6, BLOCK 13
LOTS 1-3, BLOCK 12

BILLY CREEK ESTATES
THIRD FILING
AN ADDITION TO THE CITY OF
CITY OF HURST
TARRANT COUNTY, TEXAS

RECORDED IN VOLUME 388-92, PAGE 38
PLAT RECORDS OF TARRANT COUNTY, TEXAS
7.423 ACRES OF LAND
ZONED GB-PD
ZONING REQUESTED R1-PD

PROJECT NO. 2015-021

City Council Staff Report

SUBJECT: Consider all matters incident and related to the issuance and sale of "City of Hurst, Texas, General Obligation Refunding Bonds, Series 2015," including the adoption of Ordinance 2287, authorizing the issuance of such bonds and providing for the redemption of the obligations being refunded

Supporting Documents:

Ordinance 2287

Meeting Date: 7/14/2015

Department: Fiscal Services

Reviewed by: Clay Caruthers

City Manager Review:

Background/Analysis:

The City's Bond Counsel, Norton Rose Fulbright, L.L.P., provided an Ordinance authorizing the issuance of General Obligation Refunding Bonds, Series 2015 in the amount of \$4.95 million. The ordinance includes the approval and execution of a Paying Agent/Registrar Agreement, a Purchase Agreement, a Special Escrow Agreement, and approval of the Official Statement. With the refunding, the current debt with a higher interest rate will be retired and new bonds will be issued with a lower interest rate to achieve savings of approximately \$300,000. Additional savings are achieved by the city through strong credit ratings recently affirmed by Moody's and Standard & Poor's.

The City's financial advisors, First Southwest (FSW), assisted the City in its selection of Raymond James as underwriter. The City expects favorable market pricing, and final pricing and issuance terms will be impacted by market conditions up to twenty-four (24) hours prior to the bond sale. FSW will present all final details including interest rates during the City Council meeting.

Funding and Sources:

Ad valorem taxes and Enterprise Fund revenue will continue to fund the appropriate portions of the refunded debt.

Recommendation:

It is recommended that the City Council consider adoption of Ordinance 2287 with the following motion:

I move to adopt Ordinance 2287, authorizing the issuance of "City of Hurst, Texas, General Obligation Refunding Bonds, Series 2015"; providing for the redemption of the obligations being refunded and approving and authorizing the execution of a Paying Agent/Registrar Agreement, Special Escrow Agreement and a Purchase Agreement in relation to such bonds and the approval and distribution of an Official Statement.

ORDINANCE NO. 2287

AN ORDINANCE authorizing the issuance of “CITY OF HURST, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015,” specifying the terms and features of said bonds; levying a continuing direct annual ad valorem tax for the payment of said bonds; and resolving other matters incident and related to the issuance, sale, payment and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement, a Bond Purchase Agreement and a Special Escrow Agreement, and the approval and distribution of an Official Statement pertaining thereto; and providing an effective date.

WHEREAS, the City Council (the “Council”) of the City of Hurst, Texas (the “City”), has heretofore issued, sold and delivered, and there are currently outstanding obligations totaling in principal amount of \$5,630,000, of the following issues (hereinafter collectively called the “Refunded Obligations”), to wit:

(1) City of Hurst, Texas, General Obligation Refunding and Improvement Bonds, Series 2007, dated July 15, 2007, being the portion of such bonds eligible to be refunded under federal tax laws and scheduled to mature on August 15 in each of the years 2018 through 2027, and aggregating in the principal amount of \$2,540,000 (the “Series 2007 Refunded Bonds”), and further described as follows:

<u>Year of Maturity</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount Being Refunded</u>
2018	\$ 325,000	\$ 285,000
2019	340,000	300,000
2020	355,000	315,000
2021	235,000	205,000
2022	245,000	215,000
2023	255,000	225,000
*****	*****	*****
2025	540,000	475,000
*****	*****	*****
2027	590,000	520,000

(2) City of Hurst, Texas, Tax and Waterworks and Sewer System Surplus (Limited Pledge) Revenue Certificates of Obligation, Series 2007, dated July 15, 2007, being the portion of such certificates eligible to be refunded under federal tax laws and scheduled to mature on August 15 in each of the years 2018 through 2027, and aggregating in the principal amount of \$1,850,000 (the “Series 2007 Refunded Certificates”), and further described as follows:

<u>Year of Maturity</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount Being Refunded</u>
2018	\$ 225,000	\$ 200,000
2019	235,000	205,000
2020	245,000	215,000
2021	255,000	225,000

<u>Year of Maturity</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount Being Refunded</u>
2022	265,000	235,000
2023 *****	280,000 *****	245,000 *****
2025 *****	595,000 *****	525,000 *****
2027	645,000	570,000

WHEREAS, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended, the Council is authorized to issue refunding bonds and deposit the proceeds of the sale thereof directly with the place of payment for the Refunded Obligations, and such deposit, when made in accordance with said statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Council hereby finds and determines that the Refunded Obligations should be refunded at this time in order to achieve a savings of \$_____ in debt service payments on such indebtedness, and the refunding will further provide a net present value benefit to the City of \$_____; and

WHEREAS, the Council hereby finds and determines that the Refunded Obligations are scheduled to mature, or are subject to being redeemed, not more than twenty (20) years from the date of the refunding bonds herein authorized; now therefor

BE ORDAINED BY THE CITY COUNCIL OF THE CITY OF HURST, TEXAS:

SECTION 1. Authorization - Designation - Principal Amount - Purpose. General obligation bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____ to be designated and bear the title "CITY OF HURST, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015" (the "Bonds"), for the purpose of providing funds for (1) the discharge and final payment of certain outstanding obligations of the City (identified in the preamble hereof and referred to as the "Refunded Obligations") and (2) to pay the costs of issuance, all in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Chapter 1207 of the Texas Government Code, as amended.

SECTION 2. Fully Registered Obligations - Bond Date - Authorized Denominations - Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations only, shall be dated July 1, 2015 (the "Bond Date"), shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall become due and payable on August 15 in each of the years and in principal amounts (the "Stated Maturities"), and shall bear interest at the rate(s) per annum, in accordance with the following schedule:

<u>Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2016		
2017		
2018		
2019		

2020
2021
2022
2023
2024
2025
2026
2027

The Bonds shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchasers at the rate(s) per annum shown above in this Section (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year until maturity or prior redemption, commencing February 15, 2016.

SECTION 3. Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or its assigns (the "Paying Agent/Registrar"), to serve as Paying Agent/Registrar for the Bonds is hereby approved and confirmed. Books and records relating to the registration, payment, exchange, and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying/Agent Registrar Agreement," substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Secretary are authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged; and, any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice of the change to be sent to each Holder by United States Mail, first class postage prepaid; and, such notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds, shall be payable at the Stated Maturities or on a date of earlier redemption thereof only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices, initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). The Paying Agent/Registrar shall pay interest on the Bonds only to the Holder whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall pay either by: (1) check sent by United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or (2) by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder at the

Holder's risk and expense. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed; then, the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4. Redemption.

(a) Optional Redemption. The Bonds having Stated Maturities on and after August 15, 2026 shall be subject to redemption prior to maturity, at the option of the City on August 15, 2025, or any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar) at the redemption price of par, together with interest accrued to the redemption date.

(b) Mandatory Redemption. The Bonds maturing on August 15 in each of the years _____ (collectively, the "Term Bonds") shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

Term Bonds due August 15, 20__		Term Bonds due August 15, 20__	
<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20__		August 15, 20__	
August 15, 20__		August 15, 20__	
August 15, 20__		August 15, 20__	
August 15, 20__		August 15, 20__	
August 15, 20__*		August 15, 20__*	

* Stated Maturity

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Bonds, the Paying Agent/Registrar shall select by lot the numbers of the Term Bonds within the applicable Stated Maturity to be redeemed on the next following August 15 from moneys set aside for that purpose in the Interest and Sinking Fund (as hereinafter defined). Any Term Bond not selected for prior redemption shall be paid on the date of their Stated Maturity.

The principal amount of the Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Bonds of like Stated Maturity which, at least 50 days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in paragraph (a) of this Section and not theretofore credited against a mandatory redemption requirement.

(c) Exercise of Redemption Option. Not less than forty-five (45) days prior to an optional redemption date for the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of: (1) the decision to redeem Bonds, (2) the principal amount of each Stated Maturity to be redeemed, and (3) the date of redemption. The decision of the City to exercise the right to redeem Bonds shall be entered in the minutes of the governing body of the City.

(d) Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Bonds as representing the number of Bonds Outstanding, which is obtained by dividing the principal amount of such Bonds by \$5,000, and shall select by lot the Bonds to be redeemed within such Stated Maturity.

(e) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall: (1) specify the date of redemption for the Bonds, (2) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (3) state the redemption price, (4) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (5) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Bond is subject by its terms to prior redemption, and has been called for redemption, and notice of redemption thereof has been duly given as hereinabove provided, such Bond (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the specified redemption date; provided moneys sufficient for the payment of such Bond (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(f) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional

upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

SECTION 5. Registration - Transfer - Exchange of Bonds - Predecessor Bonds.

A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar and at a place within the State of Texas, as provided herein and in accordance with the provisions of an agreement with the Paying Agent/Registrar and such rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each registered owner of the Bonds issued under and pursuant to the provisions of this Ordinance. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of like kind, of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond (other than the Initial Bond authorized in Section 8 hereof) at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds, executed on behalf of, and furnished by, the City of authorized denominations and of like Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond authorized in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds, executed on behalf of, and furnished by, the City, to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions of this Section are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Bond called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 6. Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations, by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

SECTION 7. Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers and the seal of the City on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Bond Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9C, manually executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9D, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate upon any Bond duly signed shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered and delivered.

SECTION 8. Initial Bond. The Bonds herein authorized shall be initially issued as a single fully registered bond in the aggregate principal amount shown in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1. The initial bond (the "Initial Bond") shall be registered in the name of the initial purchaser(s), or the designee thereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas, and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond and exchange it for definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the named Holders at the addresses identified for such purpose; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9. Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Bonds, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Bonds as evidenced by their execution. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

The City may provide (i) for the issuance of one fully registered Bond for each Stated Maturity in the aggregate principal amount of each Stated Maturity and (ii) for the registration of such Bonds in the name of a securities depository, or the nominee thereof. While any Bond is registered in the name of a securities depository or its nominee, references herein and in the Bonds to the Holder or registered owner of such Bonds shall mean the securities depository or its nominee and shall not mean any other person.

B. Form of Definitive Bonds.

REGISTERED
NO. R-_____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF HURST, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2015

Bond Date:
July 1, 2015

Interest Rate:
_____ %

Stated Maturity:
August 15, 20__

CUSIP No.:

Registered Owner:

Principal Amount:

The City of Hurst (the "City"), a body corporate and municipal corporation in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the date of delivery to the initial purchasers) at the per annum rate of interest specified above computed on the basis of a 360-day year consisting of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2016, until maturity or prior redemption. Principal of this Bond shall be payable at its Stated Maturity or on a redemption date to the Registered Owner hereof upon presentation and surrender at the designated offices of the Paying Agent/Registrar executing the registration certificate appearing hereon, initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of

the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ to be designated and bear the title "CITY OF HURST, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015" (the "Bonds"), for the purpose of providing funds for (1) the discharge and final payment of certain outstanding obligations of the City (identified in the preamble hereof and referred to as the "Refunded Obligations") and (2) to pay the costs of issuance, all in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1207, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Bonds maturing on the dates hereinafter identified (collectively, the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Bonds due August 15, 20__		Term Bonds due August 15, 20__	
<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20__		August 15, 20__	
August 15, 20__		August 15, 20__	
August 15, 20__		August 15, 20__	
August 15, 20__		August 15, 20__	
August 15, 20__*		August 15, 20__*	

* Stated Maturity

The particular Term Bonds of a stated maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a stated maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Bonds of like stated maturity which, at least 50 days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.

The Bonds maturing on and after August 15, 2026, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on August 15, 2025, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to the date fixed for any redemption of Bonds, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage

prepaid, to the registered owners of each Bond to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date; provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within forty-five (45) days of the redemption date; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the registered owner of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the registered owners; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered

Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each registered owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as stated above. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City as of the Bond Date.

CITY OF HURST, TEXAS

Mayor

The designated office of the Paying Agent/Registrar in East Syracuse, New York is the Designated Payment/Transfer Office for this Bond.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., Dallas, Texas
as Paying Agent/Registrar

Registered this date:

_____ By: _____
Authorized Signature

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto
(Print or typewrite name, address, and zip code of transferee:) _____

(Social Security or other identifying number: _____)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer the within Bond on the books kept for registration thereof, with full power of
substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment
must correspond with the name of the
registered owner as it appears on the face of
the within Bond in every particular.

F. Form of Initial Bond.

The Initial Bond shall be in the form set forth in subsection B of this Section except as
that the heading and paragraph one shall be amended to read as follows:

NO. T-1 _____ \$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF HURST, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2015

Bond Date: July 1, 2015

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Hurst, Texas (the "City"), a body corporate and municipal corporation in the
County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and

hereby promises to pay to the registered owner, or the registered assigns thereof, the Principal Amount hereinabove stated on August 15 in each of the years and in principal installments in accordance with the following schedule:

<u>STATED MATURITY</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
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(Information to be inserted from schedule in Section 2 hereof)

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid Principal Amount hereof from the date of delivery to the initial purchasers at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2016, until maturity or prior redemption. Principal installments of this Bond are payable on the Stated Maturity dates or on a redemption date to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in East Syracuse, New York, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest shall be payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding the interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by and at the risk and expense of the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

SECTION 10. Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their payment at maturity or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Bonds shall be kept and maintained by the City at all times while the Bonds are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Bonds shall be deposited to the credit of a "Special 2015 Bond Account" (the "Interest and Sinking Fund") maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

The Mayor, Mayor Pro Tem, City Manager, Assistant City Manager/Fiscal Services and City Secretary, any one or more of said officials of the City, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

SECTION 11. Mutilated - Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, only upon the approval of the City and after (a) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Bond, and of the authenticity of the ownership thereof and (b) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 12. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants

that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. The provisions of this paragraph are subject to the applicable unclaimed property law of the State of Texas.

The term “Government Securities,” as used herein, means (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

SECTION 13. Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section and in Section 23 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission in this Ordinance. Additionally, with the consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding, the City may amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all the Holders of Outstanding Bonds no amendment, addition, or rescission shall: (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission

The term “Outstanding” when used in this Ordinance with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Ordinance, except:

(1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds deemed to be duly paid by the City in accordance with the provisions of Section 12 hereof; and

(3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

“*Closing Date*” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition,

construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations), other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds

(or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Interest and Sinking Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and

(3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Bonds Not Hedge Bonds.

(1) At the time the original bonds refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such obligations within three (3) years after such obligations were issued.

(2) Not more than 50% of the proceeds of the original obligations refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(k) Qualified Advance Refunding. The Bonds are issued to refund the Refunded Obligations, and the Bonds will be issued more than 90 days before the redemption of the Refunded Obligations. The City represents as follows:

(1) The Bonds are the first advance refunding of the Refunded Obligations within the meaning of Section 149(d)(3) of the Code.

(2) The Refunded Obligations are being called for redemption, and will be redeemed not later than the earliest date on which such obligations may be redeemed and on which the City will realize present value debt service savings (determined without regard to administrative expenses) on the issue.

(3) The initial temporary period under Section 148(c) of the Code will end: (i) with respect to the proceeds of the Bonds, not later than 30 days after the date of issue of such Bonds; and (ii) with respect to proceeds of the Refunded Obligations, on the Closing Date if not ended prior thereto.

(4) On and after the date of issue of the Bonds, no proceeds of the Refunded Obligations will be invested in Nonpurpose Investments having a Yield in excess of the Yield on such Refunded Obligations.

(5) The Bonds are being issued for the purposes stated in the preamble of this Ordinance. There is a present value savings associated with the refunding. In the issuance of the Bonds the City has neither: (i) overburdened the tax-exempt bond market by issuing more bonds, issuing bonds earlier or allowing bonds to remain outstanding longer than reasonably necessary to accomplish the governmental purposes for which the Bonds were issued; (ii) employed on "abusive arbitrage device" within the

meaning of Section 1.148-10(a) of the Regulations; nor (iii) employed a “device” to obtain a material financial advantage based on arbitrage, within the meaning of Section 149(d)(4) of the Code, apart from savings attributable to lower interest rates and reduced debt service payments in early years.

(l) **Elections.** The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager and Assistant City Manager/Fiscal Services, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 15. Sale of Bonds - Execution of Purchase Agreement - Official Statement Approval. The Bonds authorized by this Ordinance are hereby sold by the City to Raymond James & Associates, Inc. (herein referred to as the “Purchasers”) in accordance with the Purchase Agreement, dated July 14, 2015 (the “Purchase Agreement”), attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes. The Mayor or Mayor Pro Tem is hereby authorized and directed to execute said Purchase Agreement for and on behalf of the City and as the act and deed of this Council, and in regard to the approval and execution of the Purchase Agreement, the Council hereby finds, determines and declares that the terms of the sale are in the best interests of the City and the representations, warranties and covenants of the City contained in the Purchase Agreement are true and correct in all material respects and shall be honored and performed by the City.

Furthermore, the use of the Preliminary Official Statement in connection with the public offering and sale of the Bonds is hereby ratified, confirmed and approved in all respects. The final Official Statement reflecting the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager/Fiscal Services and City Secretary, any one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute said final Official Statement, dated July 14, 2015, in the offering, sale and delivery of the Bonds to the public. The Mayor and City Secretary are further authorized and directed to manually execute and deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchasers, and such Official Statement in the final form and content manually executed by said officials shall be deemed to be approved by the Council and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 16. Control and Custody of Bonds. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

SECTION 17. Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance and any additional proceeds being deposited to the Interest and Sinking Fund) shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Agreement. The proceeds of sale of the Bonds not so deposited with the Escrow Agent for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance, or deposited in the Interest and Sinking Fund for the Bonds. Such proceeds of sale may be invested in authorized investments and any investment earnings realized may be (with respect

to the accrued interest received from the Purchasers) deposited in the Interest and Sinking Fund as shall be determined by the City Council of the City.

[Additionally, on or immediately prior to the date of delivery of the Bonds to the Purchaser, the Assistant City Manager/Fiscal Services shall cause to be transferred in immediately available funds to the Escrow Agent from moneys on deposit in the interest and sinking funds for the Refunded Obligations the sum of \$_____ to accomplish the refunding.]

SECTION 18. Escrow Agreement Approval and Execution; Redemption of Refunded Obligations.

(a) The “Special Escrow Agreement” (the “Escrow Agreement”) by and between the City and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the “Escrow Agent”), attached hereto as **Exhibit C** and incorporated herein by reference as a part of this Ordinance for all purposes, is hereby approved as to form and content, and such Escrow Agreement in substantially the form and substance attached hereto, together with such changes or revisions as may be necessary to accomplish the refunding or benefit the City, is hereby authorized to be executed by the Mayor or Mayor Pro Tem and City Secretary for and on behalf of the City and as the act and deed of the City Council; and such Escrow Agreement as executed by said officials shall be deemed approved by the City Council and constitute the Escrow Agreement herein approved.

Furthermore, appropriate officials of the City in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the Escrowed Securities referenced in the Escrow Agreement and their delivery to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the “SPECIAL 2015 CITY OF HURST, TEXAS, GENERAL OBLIGATION REFUNDING BOND ESCROW FUND” (the “Escrow Fund”); all as contemplated and provided in Texas Government Code, Chapter 1207, as amended, this Ordinance and the Escrow Agreement.

(b) The Series 2007 Refunded Certificates shall be redeemed and the same are hereby called for redemption on August 15, 2017, at the price of par and accrued interest to the date of redemption. The City Secretary is hereby authorized and directed to file a copy of this Ordinance, together with a suggested form of notice of redemption to be sent to bondholders, with The Bank of New York Mellon Trust Company, N.A. (successor paying agent/registrar to The Bank of New York Trust Company, N.A.), in accordance with the redemption provisions applicable to such bonds; such suggested form of notice of redemption being attached hereto as **Exhibit D** and incorporated herein by reference as a part of this Ordinance for all purposes.

(c) The Series 2007 Refunded Bonds shall be redeemed and the same are hereby called for redemption on August 15, 2017, at the price of par and accrued interest to the date of redemption. The City Secretary is hereby authorized and directed to file a copy of this Ordinance, together with a suggested form of notice of redemption to be sent to certificateholders, with The Bank of New York Mellon Trust Company, N.A. (successor paying agent/registrar to The Bank of New York Trust Company, N.A.), in accordance with the redemption provisions applicable to such certificates; such suggested form of notice of redemption being attached hereto as **Exhibit E** and incorporated herein by reference as a part of this Ordinance for all purposes.

The redemption of the Refunded Obligations described above being associated with the refunding of such Refunded Obligations, the approval, authorization and arrangements herein given and provided for the redemption of such Refunded Obligations on the redemption date designated therefor and in the manner provided shall be irrevocable upon the issuance and delivery of the Bonds; and the City Secretary is hereby authorized and directed to make all arrangements necessary to notify the holders of such Refunded Obligations of the City's decision to redeem such Refunded Obligations on the date and in the manner herein provided and in accordance with the ordinances authorizing the issuance of such Refunded Obligations and this Ordinance.

SECTION 19. Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given; and, such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 20. Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it; and, if surrendered to the City, such Bonds shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be returned to the City.

SECTION 21. Legal Opinion. The Purchaser's obligation to accept delivery of the Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, approving the Bonds as to their validity, with said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on the definitive Bonds or an executed counterpart thereof shall accompany the global Bonds deposited with DTC.

SECTION 22. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. However, it is expressly provided that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance and shall have no effect the legality of such bonds. Furthermore, neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 23. Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Rule*” means SEC Rule 15c2 12, as amended from time to time.

“*SEC*” means the United States Securities and Exchange Commission.

(b) Annual Reports.

The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in or after 2015, financial information and operating data with respect to the City of the general type of information contained in Tables 1 through 6 and 8 through 15 in the Official Statement, and (2) within twelve months after the end of each fiscal year ending in or after 2015, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in described in Appendix B to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available within 12 months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB’s Internet web site or filed with the SEC.

(c) Notice of Certain Events.

The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of any Bond calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects; nor does the City undertake to update any information provided

in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 24. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager/Fiscal Services and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the City Manager, Mayor, Assistant City Manager/Fiscal Services or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to

cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 25. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance. This Ordinance in its entirety is intended to be and is for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 26. Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict; and, the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 27. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 28. Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 29. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 30. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid; and, the Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 31. Incorporation of Findings and Determinations. The findings and determinations of the Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 32. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 33. Effective Date. This Ordinance shall take effect and be in force from and after its passage and approval in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

[remainder of page intentionally left blank]

PASSED AND APPROVED, this the 14th day of July, 2015.

CITY OF HURST, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B
PURCHASE AGREEMENT

EXHIBIT C
SPECIAL ESCROW AGREEMENT

EXHIBIT D

NOTICE OF REDEMPTION

**CITY OF HURST, TEXAS
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 2007
Dated July 15, 2007**

NOTICE IS HEREBY GIVEN that a portion of the bonds of the above series maturing on and after August 15, 2018, and aggregating in the principal amount of \$2,540,000, have been called for redemption on August 15, 2017 at the redemption price of par and accrued interest to the date of redemption, such bonds being identified as follows:

<u>Year of Maturity</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount Being Refunded</u>	<u>CUSIP Number</u>
2018	\$ 325,000	\$ 285,000	
2019	340,000	300,000	
2020	355,000	315,000	
2021	235,000	205,000	
2022	245,000	215,000	
2023	255,000	225,000	
*****	*****	*****	
2025	540,000	475,000	
*****	*****	*****	
2027	590,000	520,000	

A LOT SELECTION has been made and your bond has been selected for redemption. The above-described bonds shall become due and payable on August 15, 2017, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said bonds shall be paid to the registered owners of the bonds only upon presentation and surrender thereof to The Bank of New York Mellon Trust Company, N.A. (successor paying agent/registrars to The Bank of New York Trust Company, N.A.) at its designated offices at the following addresses:

<u>First Class/Registered/Certified</u>	<u>Express Delivery/Courier</u>	<u>By Hand Only</u>
The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust P.O. Box 396 East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust 111 Sanders Creek Pkwy. East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust Corporate Trust Window 101 Barclay Street, 1st Floor East New York, NY 10286

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said obligations and pursuant to an ordinance by the City Council of the City of Hurst, Texas.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
2001 Bryan Street, 11th Floor
Dallas, Texas 75201

EXHIBIT E

NOTICE OF REDEMPTION

**CITY OF HURST, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATES OF OBLIGATION
SERIES 2007
Dated July 15, 2007**

NOTICE IS HEREBY GIVEN that a portion of the certificates of obligations of the above series maturing on and after August 15, 2018, and aggregating in the principal amount of \$1,850,000, have been called for redemption on August 15, 2017 at the redemption price of par and accrued interest to the date of redemption, such certificates of obligation being identified as follows:

<u>Year of Maturity</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount Being Refunded</u>	<u>CUSIP Number</u>
2018	\$ 225,000	\$ 200,000	
2019	235,000	205,000	
2020	245,000	215,000	
2021	255,000	225,000	
2022	265,000	235,000	
2023	280,000	245,000	
*****	*****	*****	
2025	595,000	525,000	
*****	*****	*****	
2027	645,000	570,000	

A LOT SELECTION has been made and your certificate of obligation has been selected for redemption. The above-described certificates of obligation shall become due and payable on August 15, 2017, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said certificates of obligation shall be paid to the registered owners of the certificates of obligation only upon presentation and surrender thereof to The Bank of New York Mellon Trust Company, N.A. (successor paying agent/registrars to The Bank of New York Trust Company, N.A.) at its designated offices at the following addresses:

<u>First Class/Registered/Certified</u>	<u>Express Delivery/Courier</u>	<u>By Hand Only</u>
The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust P.O. Box 396 East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust 111 Sanders Creek Pkwy. East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust Corporate Trust Window 101 Barclay Street, 1st Floor East New York, NY 10286

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said obligations and pursuant to an ordinance by the City Council of the City of Hurst, Texas.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.
2001 Bryan Street, 11th Floor
Dallas, Texas 75201

City Council Staff Report

<p>SUBJECT: Consider all matters incident and related to the issuance and sale of "City of Hurst, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2015," including the adoption of Ordinance 2288, authorizing the issuance of such certificates of obligation</p>	
<p>Supporting Documents:</p>	
<p>Ordinance 2288</p>	<p>Meeting Date: 7/14/2015 Department: Fiscal Services Reviewed by: Clay Caruthers City Manager Review:</p>
<p>Background/Analysis:</p>	
<p>The City's Bond Counsel, Norton Rose Fulbright, L.L.P., provided an Ordinance authorizing the issuance of Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2015, in an amount not to exceed \$4.5 million. Proceeds of the sale will be used to pay for the costs of issuance, the next phase of Pipeline Road reconstruction, other street and drainage improvements, and water and sewer main replacements. The COs will fund a total construction budget of \$4 million with \$2.8 million allocated to street and drainage improvements and \$1.2 million allocated to water and sewer main replacement. In accordance with state law, a notice of intent to sell bonds was published two times in the Fort Worth Star-Telegram. Publication dates were June 7, 2015 and June 14, 2015.</p> <p>The City's financial advisors, First Southwest (FSW), assisted the City in its selection of Raymond James as underwriter through a negotiated sale. The City expects favorable market pricing, and final pricing and issuance terms will be impacted by market conditions up to twenty-four (24) hours prior to the certificate sale. FSW will present all final details including rates during the City Council meeting.</p>	
<p>Funding and Sources:</p>	
<p>Ad Valorem taxes will be used to fund street and drainage improvements and Enterprise Fund revenues will fund water and sewer main replacements.</p>	
<p>Recommendation:</p>	
<p>It is recommended that the City Council consider adoption of Ordinance 2288 with the following motion: I move to adopt Ordinance 2288, authorizing the issuance of "City of Hurst, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2015"; and approving and authorizing the execution of a Paying Agent/Registrar Agreement in relation to such obligations along with the distribution of an Official Statement.</p>	

ORDINANCE NO. 2288

AN ORDINANCE authorizing the issuance of "CITY OF HURST, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2015"; specifying the terms and features of said certificates; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues from the operation of the City's Waterworks and Sewer System; and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said Certificates, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Agreement and the approval and distribution of a Preliminary Official Statement and an Official Statement pertaining thereto; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of \$4,500,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: water and wastewater improvements and street and drainage improvements and (ii) professional services rendered in connection therewith, has been duly published in the *Fort Worth Star Telegram*, a newspaper hereby found and determined to be of general circulation in the City of Hurst, Texas, on June 7, 2015 and June 14, 2015, the date the first publication of such notice being not less than thirty-one (31) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least 5% of the qualified electors of the City, has been presented to or filed with the Mayor, City Secretary or any other official of the City on or prior to the date of the passage of this Ordinance; and

WHEREAS, the Council hereby finds and determines that the certificates of obligation described in the aforesaid notice should be issued and sold at this time in the amount and manner as hereinafter provided; now, therefore,

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

SECTION 1: Authorization, Designation, Principal Amount, Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____, to be designated and bear the title "CITY OF HURST, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2015" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: water and wastewater improvements and street and drainage improvements and (ii) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Date. The Certificates are issuable in fully registered form only; shall be dated July 1, 2015 (the "Certificate Date") and shall be in denominations of \$5,000 or any integral multiple

thereof (within a Stated Maturity) and the Certificates shall become due and payable on August 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate(s)</u>
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		

The Certificates shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchasers at the rate(s) per annum shown above in this Section (calculated on the basis of a 360 day year of twelve 30 day months), and such interest shall be payable on February 15 and August 15 of each year, commencing February 15, 2016 until maturity or earlier redemption.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Secretary are authorized to execute and deliver such Agreement in connection with the delivery of the Certificates. The City covenants

to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities or the redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/ Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business next preceding the date of mailing of such notice.

SECTION 4: Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after August 15, 2026 shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on August 15, 2025, or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

At least forty-five (45) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor. The decision of the City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

(b) Mandatory Redemption. The Certificates having a Stated Maturity of August 15, 20__ (the "Term Certificates") shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

<u>Term Certificates due August 15, 20__</u>	
<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__ (maturity)	

At least forty-five (45) days prior to each mandatory redemption date for the Term Certificates, the Paying Agent/Registrar shall select by lot the numbers of the Term Certificates within the applicable Stated Maturity to be redeemed on the next following August 15 from moneys set aside for that purpose in the Certificate Fund (as hereinafter defined). Any Term Certificate not selected for prior redemption shall be paid on the date of its Stated Maturity.

The principal amount of the Term Certificates for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in paragraph (a) of this Section and not theretofore credited against a mandatory redemption requirement.

(c) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by \$5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot.

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, provided moneys sufficient for the payment of such Certificate (or the principal

amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Certificates. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the Initial Certificate(s) referenced in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the Initial Certificate(s) referenced in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class, postage prepaid to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same

obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 20 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount stated in Section 1 with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered certificates, being one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate(s) shall be the Certificates submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution. Any

portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the certificate.

The definitive Certificates and the Initial Certificate(s) shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Certificates.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF HURST, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2015

Certificate Date: Interest Rate: Stated Maturity: CUSIP NO:
July 1, 2015 _____ August 15, _____ _____

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Hurst (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the date of delivery to the initial purchasers) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2016 until maturity or earlier redemption. Principal of this Certificate is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method,

acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: water and wastewater improvements and street and drainage improvements and (ii) professional services rendered in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Certificates maturing on the date hereinafter identified (the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the mandatory redemption date on the respective dates and in principal amounts as follows:

Term Certificates due August 15, 20

<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__ (maturity)	

The particular Term Certificates of a stated maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a stated maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like stated maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.

The Certificates maturing on and after August 15, 2026, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying

Agent/Registrar), on August 15, 2025, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City, and are additionally payable from and equally and ratably secured by a lien on and limited pledge of the Net Revenues (as defined in the Ordinance) of the City's combined Waterworks and Sewer System (the "System"), such lien and pledge being limited to an amount not in excess of \$1,000 and being junior and subordinate to the lien on and pledge of the Net Revenues of the System securing the payment of "Prior Lien Obligations" (identified and defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the owner or holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the nature and extent of the pledge of the Net Revenues securing the payment of the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the pledge of the Net Revenues and covenants made in the Ordinance may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates as aforesaid. In case any provision in this Certificate shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be

affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF HURST, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER)
)
OF PUBLIC ACCOUNTS) REGISTER NO. _____
)
THE STATE OF TEXAS)

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar located in East Syracuse, New York, is the "Designated Payment/Transfer Office" for this Certificate.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., Dallas, Texas,
as Paying Agent/Registrar

Registration Date:

By _____

Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number _____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

Signature guaranteed:

(f) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

REGISTERED
NO. T-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF HURST, TEXAS

TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
 CERTIFICATE OF OBLIGATION
 SERIES 2015

Certificate Date: July 1, 2015

Registered Owner: [_____]

Principal Amount: _____ DOLLARS

The City of Hurst (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 15 in each of the years and in principal installments in accordance with the following schedule:

YEAR	PRINCIPAL INSTALLMENTS	INTEREST RATE
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(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the date of delivery to the initial purchasers) at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2016 until maturity or earlier redemption. Principal installments of this Certificate are payable at its Stated Maturity or on a redemption date to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in East Syracuse, New York (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/ Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) The term "Certificates" shall mean the "City of Hurst, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2015" authorized by this Ordinance.

(b) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

(c) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(d) The term "Fiscal Year" shall mean the regular fiscal year used by the City in connection with the operation of the System, which may mean any twelve consecutive month period established by the City.

(e) The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the City are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

(f) The term "Gross Revenues" shall mean all revenues, income and receipts of any nature derived or received by the City from the operation and ownership of the System, including the income from the investment or deposit of money in any Fund created for the payment and security of the Prior Lien Obligations or maintained by the City in connection with the System.

(g) The term "Net Revenues" shall mean all Gross Revenues after deducting and paying the current expenses of operation and maintenance of the System, as required by Texas Government Code, Chapter 1502, including all salaries, labor, materials, repairs and extensions necessary to render efficient service, provided, however, that only such repairs and extensions as in the judgment of the City Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any obligations payable therefrom and secured by a lien on and pledge of the Net Revenues

thereof, shall be deducted in determining "Net Revenues". Payments made by the City for water supply or treatment of sewage which constitute under law operation and maintenance expense shall be considered herein as expenses incurred in the operation and maintenance of the System. Depreciation shall never be considered as an expense of operation and maintenance.

(h) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 21 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 20 hereof.

(i) The term "Prior Lien Obligations" shall mean (A) all revenue bonds or other obligations, hereafter issued, payable from and secured by a lien on and pledge of the Net Revenues of the System and (B) obligations hereafter issued which by the terms of this Ordinance and the ordinances authorizing their issuance have a prior right and claim on the Net Revenues of the System to the claim and right securing the payment of the Certificates.

(j) The term "System" shall mean and include the City's combined existing waterworks and sewer system, together with all future extensions, improvements, enlargements, and additions thereto, and all replacements thereof; provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term System shall not include any waterworks or sewer facilities which are declared not to be a part of the System and which are acquired or constructed by the City with the proceeds from the issuance of "Special Facilities Bonds," which are hereby defined as being special revenue obligations of the City which are not secured by or payable from the Net Revenues as defined herein, but which are secured by and payable solely from special contract revenues or payments received from any other legal entity in connection with such facilities; and such revenues or payments shall not be considered as or constitute Gross Revenues of the System, unless and to the extent otherwise provided in the ordinance or ordinances authorizing the issuance of such Special Facilities Bonds.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2015 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND", and all moneys deposited to the credit of such Fund shall be kept and maintained in a special

banking account at a City depository bank. Authorized officials of the City are hereby authorized and directed to make withdrawals from said Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas, Government Code, Chapter 2256); provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied a sufficient tax on each one hundred dollars' valuation of taxable property in said City, within the limitations prescribed by law, adequate to pay such Debt Service Requirements while the Certificates remain Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection

Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 13: Limited Pledge of Net Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Obligations, the Net Revenues of the System in an amount not to exceed \$1,000 are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Certificates, and the limited pledge of \$1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System until such time as the City shall pay all of such \$1,000, after which time the pledge shall cease, all in accordance with the terms and provisions hereof and be valid and binding without further action by the City and without any filing or recording except for the filing of this Ordinance in the records of the City.

SECTION 14: System Fund. The City covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "System Fund" (hereinafter called the "System Fund"). All moneys deposited to the credit of the System Fund shall be allocated, dedicated and disbursed to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of all necessary and reasonable maintenance and operating expenses of the System as defined herein or required by statute to be a first charge on and claim against the revenues thereof.

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.

Third: To the payment of the limited amounts pledged to the payment of the Certificates.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the City hereby covenants and agrees to cause to be deposited in the Certificate Fund

from the pledged Net Revenues of the System in the System Fund, the amount of Net Revenues of the System pledged to the payment of the Certificates.

The City covenants and agrees that the amount of pledged Net Revenues of the System (\$1,000), together with other lawfully available revenues appropriated by the City for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The City hereby further covenants as follows:

(1) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Sections 1502.056 and 1502.058, as amended, and Texas Local Government Code, Sections 271.041, et seq., as amended; and

(2) Other than for the payment of the Prior Lien Obligations and the Certificates, the Net Revenues of the System are not currently pledged to the payment of any debt or obligation of the City or of the System.

SECTION 18: Issuance of Prior Lien Obligations/Additional Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue additional obligations payable, in whole or in part, from the Net Revenues of the System and, to the extent provided, secured by a lien on and pledge of the Net Revenues of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

SECTION 19: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such

conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 20: Mutilated - Destroyed - Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 21: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the limited pledge of taxes levied under this Ordinance and the Net Revenues of the System and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/ Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/ Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar,

or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 22: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section and in Section 38 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 23: Covenants to Maintain Tax-Exempt Status.

(a) **Definitions.** When used in this Section, the following terms have the following meanings:

“Closing Date” means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt

for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined

in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, or Assistant City Manager/Fiscal Services, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Qualified Tax-Exempt Obligations. In accordance with the provisions of paragraph (3) of subsection (b) of Section 265 of the Code, the City hereby designates the Certificates to be "qualified tax-exempt obligations" in that the Certificates are not "private activity bonds" as defined in the Code and the reasonably anticipated amount of "qualified tax-exempt obligations" to be issued by the City (including all subordinate entities of the City) for the calendar year 2015 will not exceed \$10,000,000.

SECTION 24: Sale of Certificates. The Certificates authorized by this Ordinance are hereby sold by the City to Raymond James & Associates, Inc. (the "Purchaser") in accordance with the Purchase Agreement, dated July 14, 2015 (the "Purchase Agreement"), attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes, and the City has determined and does determine that the terms of such Purchase Agreement are in the City's best interests. The Mayor or Mayor Pro Tem are hereby authorized and directed to execute said Purchase Agreement for and on behalf of the City and as the act and deed of the Council, and in regard to the approval and execution of the Purchase Agreement, the Council hereby finds, determines, and declares that the representations, warranties, and agreements of the City contained therein are true and correct in all material respects and shall be honored and performed by the City.

SECTION 25: Official Statement. The use of the Preliminary Official Statement in the offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects, and the City Council hereby finds that the information and data contained in said Preliminary Official Statement pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Secretary, City Manager and Assistant City Manager/Fiscal Services, any one or more of said officials), shall be and is hereby in all respects approved and the Purchaser are hereby authorized to use and distribute said final Official Statement, dated July 14, 2015, in the reoffering, sale and delivery of the Certificates to the public. The Mayor and City Secretary are further authorized and directed to manually execute and deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchaser, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Purchaser.

SECTION 26: Proceeds of Sale. The proceeds of sale of the Certificates, excluding the accrued interest received from the Purchaser and amounts to pay costs of issuance, shall be deposited in a construction fund maintained at the City's depository bank. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments and any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Accrued interest received from the Purchaser as well as any surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund. Any premium received from the Purchaser shall be deposited and applied in accordance with the applicable provisions of Texas Government Code, Section 1201.042, as amended.

SECTION 27: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchaser.

SECTION 28: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 29: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 30: Bond Counsel's Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with The Depository Trust Company or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued.

SECTION 31: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 32: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 33: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 34: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 35: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 36: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 37: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Rule*” means SEC Rule 15c2-12, as amended from time to time.

“*SEC*” means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in or after 2015, financial information and operating data with respect to the City of the general type of information contained in Tables 1 through 6 and 8 through 15 in the Official Statement, and (2) within twelve months after the end of each fiscal year ending in or after 2015, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in described in Appendix B to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available within 12 months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB’s Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;

- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any

representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 39: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager/Fiscal Services, and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance, sale and delivery of the Certificates. In addition, prior to the delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager/Fiscal Services, City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal

defect, or omission in the Ordinance or such other document, or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 40: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 41: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[remainder of page left blank intentionally]

PASSED AND ADOPTED, this July 14, 2015.

CITY OF HURST, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B
PURCHASE AGREEMENT

City Council Staff Report

SUBJECT: Approval of Resolution 1623 adopting the Tarrant County Hazard Mitigation Action Plan (HazMap)	
Supporting Documents:	
Resolution 1623 State Approval Letter Hazard Mitigation Action Plan – Hurst Excerpts	Meeting Date: 7/14/2015 Department: Fire Department Reviewed by: John Brown City Manager Review:
Background/Analysis:	
<p>To be eligible for federal and state mitigation grants, the Federal Emergency Management Agency (FEMA), in accordance with the Disaster Mitigation Act of 2000, requires the City of Hurst to approve a Hazard Mitigation Action Plan. The City's first plan was approved by FEMA in 2008, and expired in December of 2013. Prior to the 2013 expiration date, the City has been participating with the North Central Texas Council of Government (NCTCOG) and other Tarrant County cities, through a grant, to create a plan for most of Tarrant County. That plan was approved in June of 2015 by FEMA and the State of Texas pending adoption of the plan by each city.</p> <p>The plan outlines what Tarrant County can expect to occur during natural disasters, the history of some of the disasters, and mitigation projects to lessen or eliminate impacts to the area. The mitigation ideas, listed in the plan, for each participant City, are not binding; they are only part of the requirement to have at least two mitigation strategies for each potential impact.</p> <p>As a note, the City of Hurst must have two "Dam Failure" strategies since the Texas Commission on Environmental Quality lists the dam for Chisholm Park as a "High Hazard Dam."</p>	
Funding and Sources:	
There is no financial impact.	
Recommendation:	
It is recommended the City Council consider approval of Resolution 1623 adopting the Tarrant County Hazard Mitigation Action Plan of June 2015.	

RESOLUTION 1623

APPROVAL OF RESOLUTION 1623 ADOPTING THE TARRANT COUNTY
HAZARD MITIGATION ACTION PLAN-JUNE 2015

WHEREAS, the City of Hurst City Council recognizes the threat that natural hazards pose to people and property within the City of Hurst; and

WHEREAS, the City of Hurst has prepared a multi-hazard mitigation plan, hereby known as Tarrant County Hazard Mitigation Action Plan-June 2015, in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Tarrant County Hazard Mitigation Action Plan-June 2015 identifies mitigation goals and actions, to reduce or eliminate long-term risk to people and property in the City of Hurst, from the impacts of future hazards and disasters; and

WHEREAS, adoption by the City of Hurst City Council demonstrates their commitment to the hazard mitigation and achieving the goals outlined in the Tarrant County Hazard Mitigation Action Plan-June 2015.

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

Section 1. THAT the City of Hurst adopts the Tarrant County Hazard Mitigation Action Plan-June 2015.

AND IT IS SO RESOLVED.

Approved this the 14th day of July 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

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

June 22, 2015

Ms. Melanie Devine
North Central Texas Council of Governments
616 Six Flags Drive
Arlington, TX 76005

RE: FEMA-2012-PDM-TX #032, Approval Pending Adoption of the Multi-Jurisdictional Hazard Mitigation Plan for Tarrant County under HMGP.

Dear Ms. Devine,

Congratulations! FEMA has concluded the review of the Tarrant County, Texas, local mitigation action plan, and the plan is found to be approvable pending adoption. In order for this plan to receive final FEMA approval, the jurisdiction(s) must adopt this plan and submit the complete adoption package to the state within 90 days. The plan update timeline will begin on the date of the FEMA approval letter. Please mail us the complete adoption package in the form of a CD containing the following:

- The final plan formatted as a single document
 - Plan must be dated to match the date of the first adoption
 - Remove track changes, strikethroughs and highlights
- All signed resolutions as a separate single document

The previous review tool contains recommendations to be applied to your next update. **DO NOT** make any further changes to your plan until it has been approved.

The following participating governments are included in this plan:

- Tarrant County
- Arlington, City of
- Azle, City of
- Bedford, City of
- Blue Mound, City of
- Colleyville, City of
- Crowley, City of
- Dallas Fort Worth International Airport
- Euless, City of
- Forest Hill, City of
- Fort Worth, City of
- Grapevine, City of
- Haltom, City of
- Haslet, City of
- Hurst, City of

- Keller, City of
- Kennedale, City of
- Lake Worth, City of
- Lakeside, Town of
- North Central Texas Council of Governments
- North Richland Hills, City of
- Richland Hills, City of
- Saginaw, City of
- Southlake, City of
- Watauga, City of
- Westlake, Town of
- Westworth Village, City of

If you have any questions concerning this procedure, please do not hesitate to contact me at Mitchell.Osburn@dps.texas.gov or 512-337-0043. We commend you for your commitment to mitigation.



Mitchell A. Osburn
Mitigation Plans Administrator
Texas Division of Emergency Management

1.1 City of Hurst Mitigation Strategy

Goal Addressed	Hazard Addressed	Objective	Action/Project Description	Projected Time to Completion	Department or Agency Responsible	Estimated Cost	Estimated Benefit	Funding Sources
SV - 1, T - 1	Severe Thunderstorms and High Winds, Tornadoes	Replace eight outdoor warning systems (OWS) in the City of Hurst.	Evaluate life expectancy of 30+ year old OWS (8 locations).	6 months	Fire	\$5,000	\$20,000	Local
			Purchase 8 OWS and control system.	1 year	Fire	\$250,000	\$1,000,000	Local, Grants
			Install 8 OWS systems.	6 months	Fire	\$50,000	\$250,000	Local, Grants
MH - 1	Severe Thunderstorms and High Winds, Tornadoes, Hail, Lightning, Winter Storms, Flooding, Dam Failure, Wildfires	Purchase/maintain community notification system that would allow for more robust communications (voice and digital) that could be used for warning after events and for daily use for various departments in the City of Hurst.	Identify system requirements.	6 months	Fire	\$1,000	\$1,000	Local, Grants
			Purchase and install system.	6 months	Fire	\$30,000 per year	\$90,000 per year	Local, Grants
			Educate public on use.	1 year	Fire	\$10,000	\$40,000	Local, Grants
MH - 6	Severe Thunderstorms and High Winds, Tornadoes, Hail, Lightning, Winter Storms, Flooding, Dam Failure, Wildfires	Provide Automated License Plate Readers (ALPR) to increase detection of violators and wanted persons in the City of Hurst.	Identify companies who provide ALPR systems.	Jul-13	Police	\$0	\$200,000	Office of the Governor, Criminal Justice Grant
			Determine most effective system.	Jul-13	Police	\$0	\$200,000	Office of the Governor, Criminal Justice Grant
			Apply for and receive funding.	Sep-13	Police	\$0	\$200,000	Office of the Governor, Criminal Justice Grant
			Purchase ALPR system and equip selected police vehicles.	Jan-14	Police	\$40,000	\$200,000	Office of the Governor, Criminal Justice Grant
F - 3	Flooding	Open all passages under Hwy 10 Bridge over the	Open all waterways under bridge to allow full flow.	3 months	Texas Department Transportation	\$100,000	Unknown	Unidentified

Goal Addressed	Hazard Addressed	Objective	Action/Project Description	Projected Time to Completion	Department or Agency Responsible	Estimated Cost	Estimated Benefit	Funding Sources
		Valley View Branch in the City of Hurst.						
F - 3	Flooding	Replace Trinity Railway Express (TRE) (DART Line) culvert below the TxDOT bridge to stop flooding the homes on Springlake Drive in Hurst.	Improve the water flow rate through the TRE right of way.	1 year	DART/TRE	\$2,000,000	Unknown	Unidentified
F - 3	Flooding	Create upstream detention areas to slow the flow downstream of the Lorean Branch intersection with Highway 121 in the City of Hurst.	Define the needed amount of detention and suitable areas to create the detention areas.	2 years	Hurst, TxDOT, NTE	\$250,000	Unknown	State, Grants
			Build the detention areas.	1 year	Hurst, TxDOT, NTE	\$1,500,000	Unknown	State, Grants
F - 3	Flooding	Create Walker Branch detention system above NE Mall on the Walker Branch in the City of Hurst.	Create a plan for the water detention.	2 years	Hurst, NRH, TxDOT	\$500,000	Unknown	Local, State, Grants
			Build the detention areas.	1 year	Hurst, NRH, TxDOT	\$1,500,000	Unknown	Local, State, Grants
IDO - 2	Infectious Disease Outbreak	Provide physical security at the Hurst, Euless, and Bedford (HEB) POD site while treating up to 200,000 people within a 48-hour timeframe.	Develop plans for security needs within the POD site.	Completed	HEB	-	-	HEB, FEMA, Center for Disease Control Public Health Preparedness Funds
			Calculate police personnel requirements and availability and then prepare a viable plan with schedules and assignments.	Completed	HEB	\$49,000	\$200,000	HEB, FEMA, Center for Disease Control Public Health Preparedness Funds

Goal Addressed	Hazard Addressed	Objective	Action/Project Description	Projected Time to Completion	Department or Agency Responsible	Estimated Cost	Estimated Benefit	Funding Sources
			Estimate fuel needs for police and ICS vehicles, and generators.	31-Dec-13	HEB	-	-	HEB, FEMA
IDO - 2	Infectious Disease Outbreak	Coordinate the effective traffic flow leading into, out of, and within the Hurst, Euless, and Bedford POD site.	Plan for law enforcement personnel needs for traffic control.	Completed	HEB	\$35,000	\$140,000	HEB, FEMA
			Plan for portable, physical barrier needs (cones, barricades, etc.).	Completed	HEB	-	-	HEB, FEMA
			Determine points of ingress/egress to POD site for management purposes.	Completed	HEB	-	-	HEB, FEMA
IDO - 2	Infectious Disease Outbreak	Complete and disseminate the Hurst, Euless, and Bedford POD site to local agencies, school and hospital district, and Tarrant County officials.	Prepare and disseminate POD plan.	Completed	Bedford	-	-	-
L - 1	Lightning	Mitigate the potential for lightning strikes on City Workers	Purchase and install a lighting detection system that will allow Public Works and Public Safety Dispatchers to notify personnel of potential lightning in the area.	2 years	Public Works, Fire, Police	25,000	Unknown	Local
H - 2	Hail	Mitigate the effects of hail	Develop educational materials for Citizens to use in making decisions on roofing materials for	2 years	Emergency Mgmt, Public Works, Public Information	5,000	Unknown	Local

Goal Addressed	Hazard Addressed	Objective	Action/Project Description	Projected Time to Completion	Department or Agency Responsible	Estimated Cost	Estimated Benefit	Funding Sources
			residences					
ET - 2	Extreme Temperatures	Mitigate the effects of extreme heat on citizens	Educate citizens using the City Magazine, social media outlets and City website on the availability of shelters and other resources (financial assistance, fans, etc.) to help prevent heat related injuries and deaths.	Ongoing	Police, Fire, Public Works, Public Information, NGO	10,000	Unknown	Local, NGO, Electric Providers
ET-1	Extreme Temperatures	Incorporation of power generator for use at (physical location?). Generator to provide the power necessary to operate HVAC in the event of widespread power loss during extreme temperatures.	Purchase Electrical generator to power (physical location?) for shelter or warming/cooling center.	12 months	Emergency Management	\$75,000	\$100,000	City Budget
WS-2	Winter Storm	Develop a winter weather outreach program and distribute the information for the citizens of Hurst.	Evaluate the hazards posed by severe winter weather in the City of Haslet. Develop a winter weather outreach program that provides tips and pertinent information for avoiding hypothermia and icy conditions.	12 months	Emergency Management	\$500	\$10,000	City Budget, local grants

Goal Addressed	Hazard Addressed	Objective	Action/Project Description	Projected Time to Completion	Department or Agency Responsible	Estimated Cost	Estimated Benefit	Funding Sources
			Provide winter weather mitigation information to citizens of Hurst through a social media campaign and publish information on City of Hurst's website.					
ES - 1	Expansive Soils	Mitigate expansive soil problems	Educate Homeowners on mitigation techniques for foundations. Develop materials for City Website, Social Media and City Website	1 year	Public Works, Public Information	10,000	100,000	Local
ES - 1	Expansive Soils	Mitigate Expansive Soils	Review Codes/Ordinances for best practices for building techniques	Ongoing	Public Works	5,000	Unknown	Local
W - 2	Wildfire	Mitigate urban interface wildfires	Pre-Fire plan all Urban Interface Areas within the City to allow for rapid response and incident control	Ongoing	Fire, Public Works	10,000	100,000	Local
W - 3	Wildfire	Mitigate urban interface wildfires	Distribute information through the City Magazine, Social Media and City Website educating citizens concerning safe ways to conduct outdoor burning	Ongoing	Fire, Public Information	10,000	100,000	Local
D - 3	Drought	Educate Citizens on water conservation efforts	Public education through City Magazine, Social Media and City Website.	Ongoing	Public Works, Public Information	10,000	Unknown	Local

Goal Addressed	Hazard Addressed	Objective	Action/Project Description	Projected Time to Completion	Department or Agency Responsible	Estimated Cost	Estimated Benefit	Funding Sources
D - 2	Drought	Reduce Costs to water City Parks and City Facilities	Use native and drought resistant plants to reduce watering needs.	Ongoing	Parks	100,000	Unknown	Local
DF-1	Dam Failure	Participate in the Federal Emergency Management Agency's (FEMA) Community Rating System (CRS) program.	Work with city officials to become a member of the CRS program.	Mar-14	City Planner	\$1,000	\$2,000	City Planner Budget

City Council Staff Report

SUBJECT: Consider Resolution 1624 authorizing the city manager to enter into a Local Project Advance Funding Agreement (LPAFA) with the Texas Department of Transportation (TXDOT) for implementation of the Transportation Alternates Program (TAP) Harrison Lane Elementary / Hurst Junior High Safety and Access to School Grant

Supporting Documents:

Resolution 1624
 LPAFA Contract

Meeting Date: 7/14/2015
 Department: Public Works
 Reviewed by: Ron Haynes
 City Manager Review:

Background/Analysis:

TXDOT administers Transportation Alternates Program (TAP) Safety and Access to School grants and requires LPAFA's be approved by City Council prior to any funds being disbursed on grant projects that have been awarded. Last year, the City applied for and was awarded an 80% TAP Safety and Access to School grant for the areas near Harrison Lane Elementary School and Hurst Junior High School. This grant is for \$489,515, with a \$186,807 local participation match. The project will include sidewalks and flashing school zone signs at Harrison Lane Elementary and Hurst Junior High School. The close proximity of these schools and traffic patterns of the students provides an opportunity for the grant to enhance pedestrian safety, which will benefit both schools. The grant request includes 8,518 linear feet of new sidewalks and four (4) new school zone flashing signs.

Funding and Sources:

Based on initial cost estimates, the Council authorized \$125,000 for this project in May 2014. An additional \$62,000 will be required as noted in the Advanced Funding Agreement and is available from Special Projects.

Recommendation:

Staff recommends that City Council approve Resolution 1624 authorizing the city manager to enter into an advanced funding agreement with the Texas Department of Transportation, for an amount not to exceed \$187,000, for the Harrison Lane Elementary and Hurst Junior High Safety and Access to Schools Project.

RESOLUTION 1624

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HURST, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT (LPAFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT), FOR THE PURPOSE OF THE TRANSPORTATION ALTERNATES PROGRAM (TAP) SAFETY AND ACCESS TO SCHOOL PROJECT IN THE HARRISON LANE ELEMENTARY SCHOOL /HURST JUNIOR HIGH SCHOOL AREAS

WHEREAS, the City Council of the City of Hurst, Texas desires to approve the new Local Transportation Project Advance Funding Agreement with TXDOT for the Transportation Alternates (TAP) Program Safety and Access to School Project in the Harrison Lane Elementary School and Hurst Junior High School areas; and

WHEREAS, the Master Agreement Governing Local Transportation Project Advance Funding Agreements (MAFA) between the Local Government and the State has been adopted, effective August 21, 2001, and it states the general terms and conditions for transportation projects developed through this LPAFA; and

WHEREAS, the project will enhance bicycle and pedestrian safety of school age children in and around the two schools mentioned; and

WHEREAS, the City Council of the City of Hurst, Texas has deemed it necessary and in the best interest, health, and welfare of the citizens of Hurst to move forward with this Transportation Alternates (TAP) Program Safety and Access to School Project in the Harrison Lane Elementary School and Hurst Junior High School areas.

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

Section 1. THAT the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

Section 2. THAT the City Council of the City of Hurst, Texas hereby authorizes the city manager to execute a Local Transportation Project Advance Funding Agreement with the Texas Department of Transportation (TxDOT), attached hereto, for the purpose of funding the Transportation Alternates (TAP)

Program Safety and Access to School Project in the Harrison Lane Elementary School and Hurst Junior High School areas.

Section 3. THAT costs associated with this TAP Safety and Access to School Project are authorized to be spent and shall not exceed \$187,000.

Section 4. THAT it is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required by law.

AND SO IT IS RESOLVED.

Passed by a vote of _____ to _____ on this the 14th day of July 2015.

ATTEST:

CITY OF HURST, TEXAS

Rita Frick, City Secretary

Richard Ward, Mayor

APPROVED AS TO FORM AND LEGALITY:

City Attorney

STATE OF TEXAS §
COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT**

This Local Project Advance Funding Agreement (“**LPAFA**”) is made between the State of Texas (“**State**”), acting through the Texas Department of Transportation, and **City of Hurst** (“**Local Government**”), acting through its duly authorized officials.

BACKGROUND

Local Government and State have adopted a Master Agreement that states the general terms and conditions for transportation projects developed through this LPAFA.

Local Government prepared and submitted to **North Central Texas Region** a nomination form for consideration under the Transportation Alternatives Program (“**TAP**”) for the project, which is briefly described as **Harrison Lane/Hurst Junior High** (“**Project**”).

Federal law establishes federally funded programs for transportation improvements to implement its public purposes.

Federal law, 23 USC § 134 and 49 USC § 5303, requires that State and metropolitan planning organizations develop transportation plans and programs for urbanized areas of Texas.

Tex. Transp. Code §§ 201.103 and 222.052 establish that State shall design, construct, and operate a system of highways in cooperation with local governments.

Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds.

The Texas Transportation Commission (“**Commission**”) passed Minute Order Number 114213 (“**MO**”) dated February 26, 2015 awarding funding for projects in the 2014 TAP Program Call of the, including Project.

The rules and procedures for TAP are established in 23 USC § 213, and 43 Tex. Admin. Code Subchapter 11.F.

The governing body of Local Government has approved entering into this LPAFA by resolution or ordinance dated July 14, 2015, which is attached to and made a part of this LPAFA as Attachment A.

Therefore, State and Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- 1.1. Period of Agreement. The period of this LPAFA is as stated in the Master Agreement, without exception.
- 1.2. Period of Performance.
 - a. Non-Construction Projects. **N/A**
 1. Performance Period begins with the issuance of Federal Project Authorization Agreement (“**FPA**A”) (i.e., the obligation of federal funds) by the Federal Highway Administration (“**FHWA**”).
 2. Performance Period ends on **{select date}**.
 - b. Construction-Related Projects.
 1. Performance Period begins with the issuance of Construction FPA by the FHWA.
 2. Performance Period ends three years following issuance of Construction FPA.

2. Termination of the LPAFA

- 2.1. The termination of this LPAFA shall extinguish all rights, duties, obligations and liabilities of State under this LPAFA and may be terminated by any of the following conditions:
 - a. By mutual written consent and agreement of all parties;
 - b. By any party with 90 days written notice; or
 - c. By either party, upon the failure of the other party to fulfill the obligations as set forth in this LPAFA. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- 2.2. If the potential termination of this LPAFA is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- 2.3. If Local Government withdraws from Project after this LPAFA is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State’s cost accounting system and with 2 CFR Part 200 recapture requirements.
- 2.4. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this LPAFA will be appropriately terminated. A project may be eliminated from the program, and this LPAFA terminated, if:
 - a. Local Government fails to satisfy any requirements of the program rules cited as 43 Tex. Admin. Code Subchapter 11.F.
 - b. The implementation of Project would involve significant deviation from the activities as proposed in the nomination form and approved by the **North Central Texas Region**.
 - c. Local Government withdraws from participation in Project.
 - d. A construction contract has not been awarded or construction has not been initiated within three years after the date **North Central Texas Region** selected Project.

- e. State determines that federal funding may be lost due to Project not being implemented and completed.
 - f. Funds are not appropriated, in which case this LPAFA shall be terminated immediately with no liability to either party. Payment under this LPAFA beyond the current fiscal biennium is subject to availability of appropriated funds.
 - g. The associated FPAA is not issued by the end of the third federal fiscal year following the federal fiscal year for which the funds are authorized. Federal fiscal years run October 1 through September 30.
 - h. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- 2.5. State, at its sole discretion, may terminate this LPAFA if not State does not receive project invoice within 120 days of Construction FPAA.

3. Amendments

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work, Use of Project, and Project Location

- 4.1. The scope of work for Project (located as shown in Attachment B, Project Location Map) consists of: 6' foot wide concrete sidewalks on Harrison Lane and two adjacent streets that students frequently travel to include curb ramps, tree removal, mailbox replacement and four school zone solar powered flasher assemblies with remote control. Also fill gaps and add sidewalks on Buena Vista, Hurstview and Redbud Drive that serve two schools. Provide flashing school zone signs for both campuses, which will help increase awareness of the school zones in the congested areas.
- 4.2. Any project changes proposed must be submitted in writing by Local Government to State. Changes may also require an amendment to this LPAFA and the approval of the FHWA, State, North Central Texas Region or the Commission. Any changes undertaken without written approval and amendment of this LPAFA may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

5. Right of Way and Real Property Acquisition

- 5.1. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property. If Local Government is the owner of any part of Project site under this LPAFA, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- 5.2. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR § 24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.
- 5.3. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use in the name of Local Government to the real property required for development of

Project. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

- 5.4.** Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- 5.5.** Local Government shall determine of property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.
- 5.6.** Local Government shall not use eminent domain or condemnation to acquire real property for this TAP Project.
- 5.7.** Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this LPAFA. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title.
- 5.8.** Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- 5.9.** If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this LPAFA. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Tex. Admin. Code § 11.317. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.
- 5.10.** Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- 5.11.** Local governments receiving federal funds must retain an inventory of funded items and monitor projects in accordance with 23 CFR Part 710 and 49 CFR § 18.82, and with the procedures provided in

State's Local Government Project Procedures manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate.

- a. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time.
- b. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

5.12. 45 days prior to any construction contract let date, Local Government shall provide a certification to State that all real property has been acquired.

6. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Local Government will not be reimbursed with federal or state funds for the cost of required utility work, unless specified in the Transportation Alternatives Program Nomination Form ("**TAP Form**") and approved by State. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TAP participation if: the activity is required to complete Project; the cost is incidental to Project, and TAP funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

7. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- 7.1.** Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- 7.2.** Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State.
- 7.3.** Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- 7.4.** 45 days prior to any construction contract let date, Local Government shall provide a certification to State that all environmental problems have been remediated. Additionally, before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Architectural and Engineering Services

Architectural and engineering services for preliminary engineering will be provided **by Local Government**. In procuring professional services, the parties to this LPAFA must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these

services; and with Tex. Gov't Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. Architectural and Engineering Services are not eligible for TAP reimbursement in the Statewide TAP Program.

- 8.1. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
- 8.2. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval. Local Government may also submit the plans to State for review anytime prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- 8.3. When architectural and engineering services are provided by or through State, then the following applies:

State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work as required to accomplish Project purposes. State will cooperate fully with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

9. Construction Responsibilities

- 9.1. **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- 9.2. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- 9.3. All contract change order review and approval procedures must be approved by State prior to start of construction.
- 9.4. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- 9.5. For federally funded contracts, the parties to this LPAFA will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-

1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

- 9.6. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this LPAFA of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

10. Project Maintenance

- 10.1. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.
- 10.2. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this LPAFA.
- 10.3. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- 10.4. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

11. Local Project Sources and Uses of Funds

- 11.1. A Project Budget Estimate and Source of Funds is provided as Attachment C, showing the total estimated development cost of Project. This estimate shows the itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the **North Central Texas Region**. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been

obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

- 11.2.** If Local Government will perform any work under this LPAFA for which reimbursement will be provided by or through State, Local Government must complete training in Local Government Procedures Qualification for the Texas Department of Transportation before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on Project successfully completes and receives a certificate for the course. Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of Project. State in its discretion may deny reimbursement if Local Government has not designated a qualified individual to oversee Project.
- 11.3.** The Project budget and source of funds estimate based on the budget provided in the TAP Form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal Transportation Alternative Program funds assigned by the Commission or **North Central Texas Region** to Project. This LPAFA may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, Federal Project Authorization and Agreement (“**FPAA**”), or other federal documents.
- 11.4.** Local Government will be responsible for all non-federal participation costs associated with Project, including any overruns in excess of Project’s estimated budget and any operating or maintenance expenses.
- 11.5.** State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the **North Central Texas Region**. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to project selection by the **North Central Texas Region** and approval by State to proceed are not eligible for reimbursement.
- 11.6.** Following execution of this LPAFA, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State’s estimated construction oversight and construction cost.
- 11.7.** In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State’s written notification.
- 11.8.** Whenever funds are paid by Local Government to State under this LPAFA, Local Government will remit a warrant made payable to the “Texas Department of Transportation Trust Fund.” The warrant will be deposited by State in an escrow account to be managed by State. Until the final Project accounting, funds in the escrow account may only be applied by State to Project.
- 11.9.** Upon completion of Project, State will perform an audit of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party. If, after final

Project accounting, excess funds remain in the escrow account, those funds may be applied by State to Local Government's contractual obligations to State under another advance funding agreement with approval by appropriate personnel of Local Government.

- 11.10.** In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- 11.11.** 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 re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- 11.12.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this LPAFA or indirectly through a contract or subcontract under the LPAFA. Acceptance of funds directly under this LPAFA or indirectly through a contract or subcontract under this LPAFA 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.
- 11.13.** State will not pay interest on any funds provided by Local Government.
- 11.14.** State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this LPAFA.
- 11.15.** Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- 11.16.** If Local government is an Economically Disadvantaged County ("EDC") and if State has approved adjustments to the standard financing arrangement, this LPAFA reflects those adjustments.

12. Document and Information Exchange

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

13. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

14. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this LPAFA. When required, Local Government shall furnish State with satisfactory proof of this compliance.

15. Disadvantaged Business Enterprise Program Requirements

- 15.1.** The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- 15.2.** Local Government shall adopt, in its totality, State’s federally approved DBE program.
- 15.3.** Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- 15.4.** Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- 15.5.** Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this LPAFA. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this LPAFA. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- 15.6.** Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:
The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

16. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this LPAFA, Local Government certifies that it and its

principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this LPAFA shall require any party to a contract, subcontract, or purchase order awarded under this LPAFA to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

17. Lobbying Certification

In executing this LPAFA, each signatory certifies to the best of that signatory's knowledge and belief, that:

- 17.1.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 17.2.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 17.3.** The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC § 1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18. Insurance

- 18.1.** Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of 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 State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.
- 18.2.** For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

19. Federal Funding Accountability and Transparency Act Requirements

- 19.1.** Any recipient of funds under this LPAFA agrees to comply with the Federal Funding Accountability and Transparency Act ("FFATA") and implementing regulations at 2 CFR Part 170, including Appendix A. This LPAFA is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

19.2. Local Government agrees that it shall:

- a. Obtain and provide to State a System for Award Management (“SAM”) number (Federal Acquisition Regulation (“FAR”) Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is <https://www.sam.gov/portal/public/SAM/>
- b. Obtain and provide to State a Data Universal Numbering System (“DUNS”) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
- c. Report the total compensation and names of its top five executives to State if:
 1. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 2. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

20. Single Audit Report

- 20.1.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- 20.2.** If threshold expenditures are met during Local Government's fiscal year, Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. The expenditure threshold for fiscal years beginning prior to December 31, 2014 is \$500,000; the expenditure threshold for fiscal years beginning on or after December 31, 2014 is \$750,000.
- 20.3.** If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Audit Office as follows:

We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.
- 20.4.** For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the LPAFA, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

21. Signatory Warranty

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

Each party is signing this LPAFA on the date stated opposite that party's signature.

CSJ: 0902-90-030
District #: 02-Fort Worth
Code Chart 64#: 20150
Project: Harrison Lane/Hurst Junior High
FHWA CFDA #: 20.205
Not Research and Development

City of Hurst

Date: _____ By: _____

Signatory Name

Signatory Title

THE STATE OF TEXAS

Date: _____ By: _____

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

DRAFT

CSJ: 0902-90-030
District #: 02-Fort Worth
Code Chart 64#: 20150
Project: Harrison Lane/Hurst Junior High
FHWA CFDA #: 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT

DRAFT

CSJ: 0902-90-030
 District #: 02-Fort Worth
 Code Chart 64#: 20150
 Project: Harrison Lane/Hurst Junior High
 FHWA CFDA #: 20.205
 Not Research and Development

**ATTACHMENT C
 PROJECT ESTIMATE AND SOURCE OF FUNDS**

Local Government Performs PE Work or Hires Consultant /Local Government Lets Project to Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes additional percentage for TDC apportionment where applicable</small>		State Participation		Local Government (LG) Participation <small>Includes any EDC reduction where applicable</small>	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering (Federal funds)	\$74,000	80%	\$59,200	0%	\$0	20%	\$14,800
Preliminary Engineering (Local funds)	\$45,892	0%	\$0	0%	\$0	100%	\$45,892
Construction	\$537,894	80%	\$430,315	0%	\$0	20%	\$107,579
Work by LG Subtotal	\$657,786		\$489,515		\$0		\$168,271
Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes additional percentage for TDC apportionment where applicable</small>		State Participation		Local Government (LG) Participation <small>Includes any EDC reduction where applicable</small>	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$1,199	0%	\$0	0%	\$0	100%	\$1,199
Environmental Cost ¹	\$1,199	0%	\$0	0%	\$0	100%	\$1,199
Right of Way ³	\$1	0%	\$0	0%	\$0	100%	\$1
Utilities ²	\$1	0%	\$0	0%	\$0	100%	\$1
Construction ²	\$16,136	0%	\$0	0%	\$0	100%	\$16,136
Indirect State Costs ²	\$37,757	0%	\$0	100%	\$37,757	0%	\$0
Direct & Indirect State Cost Subtotal	\$56,293		\$0		\$37,757		\$18,536
TOTAL PARTICIPATION	\$714,079		\$489,515		\$37,757		\$186,807

CSJ: 0902-90-030
District #: 02-Fort Worth
Code Chart 64#: 20150
Project: Harrison Lane/Hurst Junior High
FHWA CFDA #: 20.205
Not Research and Development

The estimated total participation by Local Government is \$186,807.00, plus 100% of overruns.

Total estimated payment by Local Government to State is \$18,536.00.

¹Local Government's first payment of \$2,400.00 is due to State within 30 days from execution of this LPAFA.

²Local Government's second payment of \$16,136.00 is due to State within 60 days prior to the Construction contract being advertised for bids.

³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

The eligible percent of required local match is stated in the nomination and must be 20 percent or greater, unless In-Kind, EDC adjustments or TDCs are applied.

This is an estimate, the final amount of Local Government participation will be based on actual costs.

Maximum federal TAP funds available for Project are \$489,515.00.

City Council Staff Report

SUBJECT: Approval to enter into a Contract with Azteca Systems, Inc., and NewEdge Services, to purchase and implement the Cityworks Systems	
Supporting Documents:	
	<p>Meeting Date: 7/14/2015</p> <p>Department: Information Technology</p> <p>Reviewed by: Sunny Patel</p> <p>City Manager Review:</p>
Background/Analysis:	
<p>The Public Works Department has been using a Work Order System created by Noll Computer Systems in the 1990's. The Work Order system is essential in tracking repairs and maintenance schedules for the water distribution, sanitary sewer and storm drain systems as mandated by the Texas Commission on Environmental Quality(TCEQ).</p> <p>Information Technology received notice last year that the City of Hurst is the only City on this system and that Mr. Noll can no longer financially maintain it. Staff obtained an agreement from Mr. Noll to extend the maintenance until October 2015, at which point the system will be shut down and critical data will be lost.</p> <p>The City hired an independent consultant to perform a needs assessment. Using information gathered from the assessment, City staff evaluated several software products and believe that Cityworks best meets the requirements.</p> <p>As part of this project, staff will work with CitySourced, a partner of Cityworks, to implement a mobile application for the citizens.</p>	

Funding and Sources:

Project cost, to include 10% contingency, is \$150,000. Funding sources are as follows:

- 25% - Enterprise Fund- Water - \$35,000.00
- 25% - Stormwater - Streets/Drainage - \$35,000.00
- 25% - General Fund - Streets/Drainage - \$35,000.00
- 25% - I.T. fund reserve - \$35,000.00

Recommendation:

Staff recommends that Council authorize the city manager to enter into an agreement with Azteca Systems, Inc., NewEdge Services, and CitySourced to purchase and implement the Cityworks system and CitySourced mobile app, in an amount not to exceed \$150,00.00.

City Council Staff Report

SUBJECT: Approval of Guaranteed Maximum Price from AUI/Northstar, LLC for the Pipeline Road Phase 2A - Drainage Improvements at Forest Oaks Lane

Supporting Documents:

AUI Letter
 Location Map

Meeting Date: 7/14/2015
 Department: Public Works
 Reviewed by: Ron Haynes
 City Manager Review:

Background/Analysis:

AUI/Northstar, LLC, is the Construction Manager at Risk (CMAR) for the Pipeline Road, Phase 2 Project. As the CMAR, AUI is responsible for acquiring bids from subcontractors for each component of work necessary to construct the subject project. AUI advertised the work for this project, as required, and received bids in the last 30 days. The bids and contractors were evaluated by AUI and City staff, with reference to the installation of some drainage pipe and inlet improvements at Forest Oaks Lane. These improvements are needed as soon as possible since the developer for the Walmart Development, at the northwest corner of Pipeline Road and Forest Oaks Lane, is ready to begin construction, and has designed their underground system to tie to the City's proposed inlet on the west side of Forest Oaks Lane at Pipeline Road. The guaranteed maximum price also includes construction management by AUI. The guaranteed maximum price determined for the project is \$149,317.00.

Funding and Sources:

Sufficient funds are available for this project in the Storm Drainage Utility Fund.

Recommendation:

Staff recommends that City Council approve the guaranteed maximum price from AUI/Northstar, LLC, of \$149,317.00 for the Pipeline Road, Phase 2A Drainage Improvements at Forest Oaks Lane Project, and authorize the city manager to execute all documents necessary for this project.



4775 North Freeway
 Fort Worth, Texas 76106
 P 817.926.4377
 F 817.926.4387
 auicontractors.com

July 7, 2015

City of Hurst
 1505 Precinct Line Rd.
 Hurst, TX 76054

Attn: Ron Haynes, P.E.
 Public Works Director

Re: Guaranteed Maximum Price for Pipeline Road Phase 2A at Forest Oaks

Dear Mr. Haynes,

AUI/Northstar, LLC is pleased to submit the GMP (Guaranteed Maximum Price) price for the work associated with Baird Hampton & Browns drawings issued dated 5/15/15 (5) sheets. In these drawings the only work associated with this proposal is as follows:

- Sawcut and demo existing street.
- (2) storm inlets
- 30" RCP
- Embedment of area around Atmos 16" & 6" pipe as per attached drawing.
- Cut into existing storm pipe and install drop inlet.
- (1) 5' square manhole at station 19.41.32
- Patch street
- Temporary Sod
- Barricades and traffic control

Breakdown of pricing:

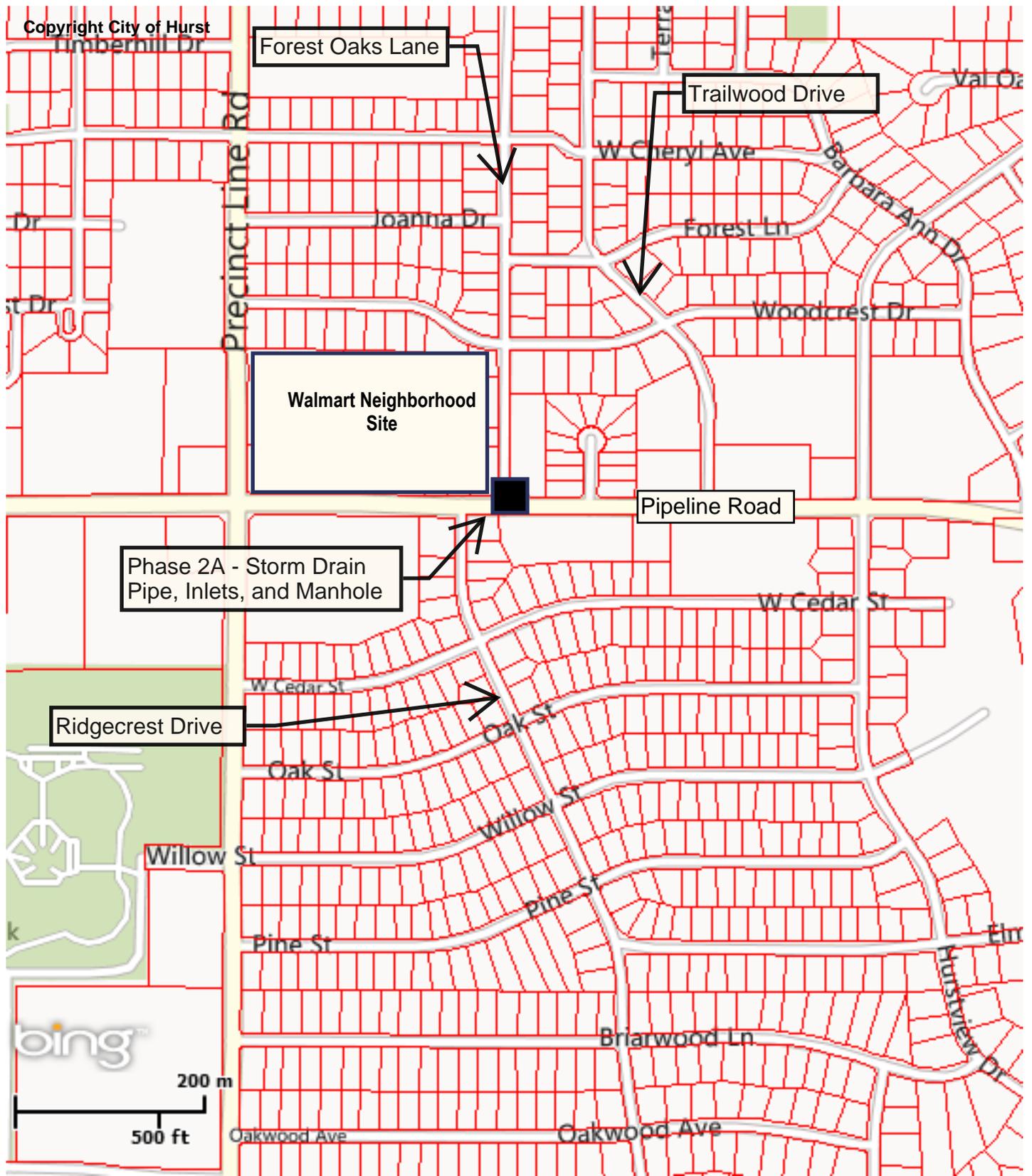
Mobilization	\$ 13,066.00
Barricades	\$ 11,800.00
(2) storm inlets	\$ 30,600.00
(1) 5x5 drop inlet	\$ 16,000.00
30" RCP pipe runs	<u>\$ 64,251.00</u>
GMP Subtotal	\$135,717.00
City Contingency	<u>\$ 13,600.00</u>
Grand Total	\$149,317.00

This price can be held for thirty (30) days.

Sincerely,

Tony Rader
 Director
 AUI/Northstar, LLC
 trader@auigc.com

Copyright City of Hurst



PIPELINE ROAD PHASE 2A

LOCATION MAP

DISCLAIMER

This data has been compiled for City of Hurst. Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data.



City Council Staff Report

SUBJECT: Consideration of annual appointments to the boards, commissions and committees	
Supporting Documents:	
	Meeting Date: 7/14/2015 Department: City Secretary Reviewed by: Rita Frick City Manager Review:
Background/Analysis:	
This item provides for consideration of appointment to the boards, commissions and committees.	
Funding and Sources:	
There is no financial impact.	
Recommendation:	
There is no staff recommendation.	

Future Event Calendar

July 14, 2015

<u>DATE AND TIME</u>	<u>ACTIVITY</u>
Tuesday, July 14, 2015 6:30 p.m.	Regular City Council Meeting City Council Chambers
Tuesday, July 28, 2015 CANCELED	Regular City Council Meeting
Saturday, August 1, 2015 7:30 a.m.	Multi-Year Financial Planning Work Session Hurst Conference Center
Tuesday, August 11, 2015 6:30 p.m.	Regular City Council Meeting City Council Chambers
Tuesday, August 18, 2015 5:00 p.m.	City Council Work Session Hurst Conference Center
Tuesday, August 25, 2015 6:30 p.m.	Regular City Council Meeting City Council Chambers
Monday, September 7, 2014	City Offices Closed – Holiday
Tuesday, September 8, 2015 6:30 p.m.	Regular City Council Meeting City Council Chambers
Tuesday, September 22, 2015 6:30 p.m.	Regular City Council Meeting City Council Chambers