

**WORK SESSION AGENDA OF THE CITY COUNCIL OF HURST, TEXAS  
CITY HALL, 1505 PRECINCT LINE ROAD  
FIRST FLOOR CONFERENCE ROOM  
TUESDAY, SEPTEMBER 29, 2015 – 5:30 P.M.**

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**I. Call to Order**

**II. Informational Items**

**III. Discussion of Agenda Item(s) 6, 7, 8 and 9**

Consider Ordinance 2296 (a), second reading, adopting budget for fiscal year beginning October 1, 2015 and ending September 30, 2016

Consider Ordinance 2296 (b), second reading, ratifying the Property Tax Revenue Increase reflected in the Fiscal Year 2015-2016 Budget

Consider Ordinance 2297, second reading, setting the tax rate for the 2015 tax year

Consider Ordinance 2298 second reading, approving all water and wastewater rates for Fiscal Year 2015-2016

**Clay Caruthers**

**IV. Discussion of Agenda Item(s) 10**

Consider P-15-15 University Plaza Addition, a replat of Lot 4R1A to Lots 4R1A1 and 4R1A2, Block 4R University Plaza Addition, being 4.14 acres located at 1601 Campus Drive

**Michelle Lazo**

**V. Discussion of Agenda Item(s) 11**

Consider Resolution 1630 approving the Reciprocal Easement and Restrictive Covenant Agreement between CN Churchill IV LLC and the City

**Jeff Jones**

**VI. Discussion of Agenda Item(s) 12 and 13**

Consider authorizing the city manager to enter into a Contract with Health Management Systems, Inc., for dependent audit services

Consider authorizing the city manager to renew the Contract for the Wellness Program Coordinator

**Matia Messemer**

**VII. Discussion of Agenda Item(s) 14 and 15**

Consider approval of emergency expenditures at the Hurst Justice Center

Consider approval of electrical work at the Hurst Justice Center

**Clay Caruthers**

**VIII. Adjournment**

Posted by: \_\_\_\_\_

This the 25th day of September 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, SEPTEMBER 29, 2015**

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**AGENDA:**

**5:30 p.m. - City Council Work Session (City Hall, First Floor Conference Room)**

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

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**CALL TO ORDER**

**INVOCATION (Councilmember David Booe)**

**PLEDGE OF ALLEGIANCE**

**CONSENT AGENDA**

1. Consider approval of the minutes for the September 8, 2015 City Council meetings
2. Consider Ordinance 2299, second reading, Z-15-02 Pecan Street Townhomes, a zoning change from LB to R2-PD with a site plan for Lot 12R1, Block 1 WB La Cava Addition, being .44 acre located at 232 East Pecan Street
3. Consider authorizing the city manager to enter into an Interlocal Agreement for electronic warrant payment services
4. Consider authorizing the City Manager to enter into a renewal Agreement with Tarrant County for Pipeline Road construction
5. Consider authorizing the city manager to renew the Contract with The Aldridge Company for off site computer backup services

**BUDGET RELATED ITEM(S)**

6. Consider Ordinance 2296 (a), second reading, adopting budget for fiscal year beginning October 1, 2015 and ending September 30, 2016
7. Consider Ordinance 2296 (b), second reading, ratifying the Property Tax Revenue Increase reflected in the Fiscal Year 2015-2016 Budget
8. Consider Ordinance 2297, second reading, setting the tax rate for the 2015 tax year
9. Consider Ordinance 2298 second reading, approving all water and wastewater rates for Fiscal Year 2015-2016

**PLAT(S)**

10. Consider P-15-15 University Plaza Addition, a replat of Lot 4R1A to Lots 4R1A1 and 4R1A2, Block 4R University Plaza Addition, being 4.14 acres located at 1601 Campus Drive

**RESOLUTION(S)**

11. Consider Resolution 1630 approving the Reciprocal Easement and Restrictive Covenant Agreement Between CN Churchill IV LLC and the City

**ACTION ITEM(S)**

12. Consider authorizing the city manager to enter into a Contract with Health Management Systems, Inc., for dependent audit services
13. Consider authorizing the city manager to renew the Contract for the Wellness Program Coordinator
14. Consider approval of emergency expenditures at the Hurst Justice Center
15. Consider approval of electrical work at the Hurst Justice Center

**OTHER BUSINESS**

16. Review of upcoming calendar items
17. 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**

18. Take any and all action necessary ensuing from Executive Session

**ADJOURNMENT**

Posted by: \_\_\_\_\_

This 25th day of September 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.**

**Minutes  
Hurst City Council  
Work Session  
Tuesday, September 8, 2015**

On the 8th day of September 2015, at 5:45 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
Allan Heindel	)	Deputy City Manager
Clay Caruthers	)	Assistant City Manager
Rita Frick	)	City Secretary
Ron Haynes	)	Executive Director of Public Works
Greg Dickens	)	City Engineer
Michelle Lazo	)	Managing Director of Development
Steve Bowden	)	Executive Director of Development

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 5:45 p.m.**
- II. Informational Items – None**
- III. Discussion of Agenda Item(s) 6, 7, 8 and 9**

Consider Ordinance 2296(a), first reading, adopting budget for fiscal year beginning October 1, 2015 and ending September 30, 2016

Consider Ordinance 2296(b), first reading, ratifying the Property Tax Revenue Increase reflected in the Fiscal Year 2015-2016 Budget

Consider Ordinance 2297, first reading, setting the tax rate for the 2015 tax year

Consider Ordinance 2298, first reading, approving all water and wastewater rates for Fiscal Year 2015-2016.

Assistant City Manager Clay Caruthers briefed Councilmembers regarding Agenda Items 6, 7, 8, and 9 noting the language, required by law, for the revenue increase even though the rate is not exceeding the effective rate. Mr. Caruthers explained the small revenue increase is due to new values on the tax rolls.

**IV. Discussion of Agenda Item(s) 10 and 11**

Conduct a public hearing to consider Z-15-02 Pecan Street Townhomes, a zoning change from LB to R2-PD with a site plan for Lot 12R1, Block 1, WB La Cava Addition, being .44 acre located at 232 East Pecan Street

Consider Ordinance 2299 first reading, Z-15-02 Pecan Street Townhomes, a zoning change from LB to R2-PD with a site plan for Lot 12R1, Block 1 WB La Cava Addition, being .44 acre located at 232 East Pecan Street

Managing Director of Development Michelle Lazo briefed Councilmembers on the proposed zoning change reviewing square footage, access easements, elevations and lot size.

**V. Discussion of Agenda Item(s) 12**

Consider P-15-08 Pecan Townhomes, a replat of Lot 12-R1, Block 1, WB La Cava Addition to Lots 1-4, Block A, Pecan Townhomes Addition, being .44 acre located at 232 East Pecan

Managing Director of Development Michelle Lazo briefed Councilmembers on the replat for the proposed townhomes noting the engineering plans have been reviewed and accepted. Also noted was a slight difference in the submitted plans to the City's maps regarding the lot size, which will be addressed on the final plat.

**VI. Discussion of Agenda Item(s) 13**

Consider authorizing the city manager to enter into a contract with Ark Contracting Services, LLC, of Kennedale, Texas, for the Calloway Branch Stream Bank Stabilization Improvements Project

City Engineer Greg Dickens briefed Councilmembers on the proposed contract with Ark Contracting Services, LLC, of Kennedale, Texas, for the Calloway Branch Stream Bank Stabilization Improvements Project reviewing the scope of the project, bids received, cost, materials and timeline. Councilmember Kitchens noted the erosion on Walker Creek Branch by Redbud and suggested staff investigate its maintenance needs.

**VII. Adjournment**

The work session adjourned at 6:10 p.m.

**APPROVED** this the 29th day of September 2015.

**ATTEST:**

**APPROVED:**

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Rita Frick, City Secretary

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Richard Ward, Mayor

**City of Hurst  
City Council Minutes  
Tuesday, September 8, 2015**

On the 8th day of September 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
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	)	Assiffant City Manager
Rita Frick	)	City Secretary
Michelle Lazo	)	Managing Director of Planning
Steve Bowden	)	Executive Director of Economic Development
Ron Haynes	)	Executive Director of Public Works
Greg Dickens	)	City Engineer

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.

**CONSENT AGENDA**

1. Considered approval of the minutes for the August 25, 2015 City Council meetings.
2. Considered Ordinance 2294, second reading, to consider SP-15-08 Super Target, a site plan revision for Lot 5A, Block 1, Olde Towne Square Addition, being 18.04 acres located at 1400 Precinct Line Road.
3. Considered Ordinance 2295, second reading, to consider SP-15-09 Mayfair Village, a site plan revision for signage only on Lot A, Block 2, Norwood North Addition, being 19.89 acres located at 600 Grapevine Highway.
4. Considered authorizing the city manager to enter into a contract with Pyles Whatley Corporation, for appraisal services for Pipeline Road Improvements, Phase 3.

5. Considered authorizing the city manager to enter into an interlocal agreement with the cities of Fort Worth and Bedford for the funding participation in the Flood Protection Planning Study for Valley View Branch Watershed.

Councilmember Wilson moved to pass the consent agenda. Motion seconded by Councilmember Holzer. Motion prevailed by the following vote:

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

**BUDGET RELATED ITEM(S)**

6. Considered Ordinance 2296 (a), first reading, adopting budget for fiscal year beginning October 1, 2015 and ending September 30, 2016. City Secretary Rita Frick read proposed Ordinance 2296(a).

Councilmember Wilson moved to pass Ordinance 2296(a) on first reading, adopting budget for fiscal year beginning October 1, 2015 and ending September 30, 2016. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

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

7. Considered Ordinance 2296(b), first reading, ratifying the Property Tax Revenue Increase reflected in the Fiscal Year 2015-2016 budget. City Secretary Rita Frick read proposed Ordinance 2296(b).

Councilmember Kitchens moved to approve Ordinance 2296(b). Motion seconded by Councilmember McLendon. Motion prevailed by the following vote:

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

8. Considered Ordinance 2297, first reading, setting the tax rate for the 2015 tax year. City Secretary Rita Frick read proposed Ordinance 2297.

Councilmember Welton moved to adopt Ordinance 2297 on first reading. Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

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

In response to Councilmember Kitchens' request, Assistant City Manager Clay Caruthers reviewed the tax calculation requirements and that while the city's effective tax rate is the same rate as last year, it does provide additional revenue of approximately 70,000.

9. Considered Ordinance 2298, first reading, approving all water and wastewater rates for Fiscal Year 2015-2016. City Secretary Rita Frick read proposed Ordinance 2298. City Manager Allan Weegar stated the increase is 5%, which is basically due to the high pass through costs from the City of Fort Worth and revenue loss from conservation measures. He explained the

City has no control over the rates set by Fort Worth.

Councilmember McLendon moved to approve Ordinance 2298, including the proposed water and wastewater rates, effective October 1, 2015, to be included in all City utility bills processed on, or after, November 1, 2015. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

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

No: None

**PUBLIC HEARING(S) AND RELATED ITEM(S)**

10. Conducted a public hearing to consider Z-15-02 Pecan Street Townhomes, a zoning change from LB to R2-PD with a site plan for Lot 12R1, Block 1, WB La Cava Addition, being .44 acre located at 232 East Pecan Street.

Mayor Ward announced the public hearing to consider Z-15-02 Pecan Street Townhomes, a zoning change from LB to R2-PD with a site plan for Lot 12R1, Block 1, WB La Cava Addition, being .44 acre located at 232 East Pecan Street, and recognized applicant Michael Wright, MJ Architects, 8233 Mid Cities Boulevard, North Richland Hills, Texas. Mr. Wright stated his client is requesting to rezone to attached single family homes. Managing Director of Development Michelle Lazo provided an overview of the project reviewing the site plan and elevations. She stated the project consists of four two story 2,500 square foot units, which will share a pedestrian walkway to access the back yards. Currently, four family members are building the units and do not plan on constructing fences at this time. The units will have enclosed garages and carports. Three (3) 3-inch trees will be planted in accordance with the tree ordinance.

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

11. Considered Ordinance 2299, first reading, Z-15-02 Pecan Street Townhomes, a zoning change from LB to R2-PD with a site plan for Lot 12R1, Block 1, WB La Cava Addition, being .44 acre located at 232 East Pecan Street.

In response to Councilmembers' questions, Managing Director of Development Michelle Lazo stated the total depth of the lots is 158 feet and the property has been vacant for years. She stated the old slab will be removed.

Councilmember McLendon moved to approve Z-15-02 Pecan Street Townhomes, a zoning change from LB to R2-PD with a site plan for Lot 12R1, Block 1, WB La Cava Addition, being .44 acre located at 232 East Pecan Street. Motion seconded by Councilmember Kitchens. Motion prevailed by the following vote:

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

No: None

**PLAT(S)**

12. Considered P-15-08 Pecan Townhomes, a replat of Lot 12-R1, Block 1, WB La Cava Addition to Lots 1-4, Block A, Pecan Townhomes Addition, being .44 acre located at 232 East Pecan Street.

In response to Councilmember Wilson's questions, Executive Director of Public Works Ron Haynes stated all utilities are in place.

Councilmember Wilson moved to approve P-15-08 Pecan Townhomes, a replat of Lot 12-R1, Block 1, WB La Cava Addition to Lots 1-4, Block A, Pecan Townhomes Addition, being .44 acre located at 232 East Pecan. Motion seconded by Councilmember Holzer. Motion prevailed by the following vote:

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

**ACTION ITEM(S)**

13. Considered authorizing the city manager to enter into a contract with Ark Contracting Services, LLC, of Kennedale, Texas, for the Calloway Branch Stream Bank Stabilization Improvements Project. Mayor Ward recognized City Engineer Greg Dickens who provided an overview of the project noting the project includes construction of stream bank stabilization improvements, including gabion walls and mattresses, and rock rip rap along Calloway Branch from Melbourne Road upstream towards Arcadia Street. He stated the project includes two added alternates. Mr. Dickens reviewed project location, scope and time line stating eight bids were received with the low bid, including contingency, of \$1,477,020.

In response to Councilmembers' questions, Mr. Dickens explained the construction process when utilizing gabions and how the gabions are constructed. He stated the life expectancy should be 30 to 50 years with very little maintenance. Also noted was the sediment removal process and erosion causing the near loss of fences for several homes.

Councilmember Kitchens moved to authorize the city manager to enter into a contract with Ark Contracting Services, LLC, of Kennedale, Texas, for the Calloway Branch Stream Bank Stabilization Improvements Project, in the amount of \$1,406,685.00, with a 5% contingency of \$70,335.00, for a total amount of \$1,477,020.00, and a contract time of 260 calendar days. Motion seconded by Councilmember Wilson. Motion prevailed by the following vote:

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

**OTHER BUSINESS**

14. Councilmembers reviewed the following advisory board meeting minutes:
  - HEB Teen Court Advisory Board
15. Review of upcoming calendar items – City Manager Allan Weegar noted moving the September 22, 2015 regular Council meeting to September 29, 2015. Also reviewed were dates for National Night Out and Good Neighbor Days.

- 16. City Council Reports – Councilmember Booe noted his attendance at the Kroger Open House and how well the store was renovated. Councilmember Kitchens also noted the upcoming Cyber Security event to be held October 5, 2015, at the Hurst Conference Center.

**PUBLIC INVITED TO BE HEARD – A REQUEST TO APPEAR CARD MUST BE COMPLETED AND RETURNED TO THE CITY SECRETARY TO BE RECOGNIZED.** No one spoke.

**ADJOURNMENT**

The meeting adjourned at 7:22 p.m.

**APPROVED** this the 29th day of September 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Rita L. Frick, City Secretary

\_\_\_\_\_  
Richard Ward, Mayor

City Council Staff Report

SUBJECT: Z-15-02 Pecan Street Townhomes, a zoning change from LB to R2-PD with a site plan for Lot 12R1, Block 1 WB La Cava Addition, being .44 acre located at 232 East Pecan Street

Supporting Documents:

Supporting documents provided on first reading

Meeting Date: 9/29/2015  
 Department: Development  
 Reviewed by: Steve Bowden  
 City Manager Review:

Background/Analysis:

An application has been made by MJ Wright Architects for a zoning change from LB (Limited Business) to R-2PD (Single Family Planned Development) with a site plan, being .44 acre located at 232 E. Pecan St.

The applicant is requesting the zoning change with a site plan to develop four (4) attached zero lot line townhomes. The developer is proposing one access driveway per lot onto Pecan Street. The minimum lot size will be 4,118 square feet. The applicant is requesting a modification on each lot width, but does not exceed the maximum lot coverage.

There is a 10 foot pedestrian access easement on the south, east, and west side of the property. The applicant will install a six (6) ft. wooden fence along the southern property line and repair the existing fences on the east and west side. There is no masonry screening wall requirement adjacent to the R-1 residential property.

There are no fences planned between the residential lots at this time. If the lots sell or are rented, the access easement will provide future residents access to their rear yard.

The building elevations indicate a two-story masonry structure with stone veneer accents and cement siding on the second level. Each home will have a one car garage and a carport.

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

Funding and Sources:

There is no fiscal impact.

Recommendation:

The Planning and Zoning Commission met on Monday August 31, 2015 and voted 7-0 to recommend approval of Z-15-02 Pecan Street Townhomes.

ORDINANCE 2299

AN ORDINANCE ADOPTING A ZONING CHANGE FROM LB TO R2-PD FOR LOT 12R1 BLOCK 1 WB LA CAVA ADDITION, BEING .44 ACRE LOCATED AT 232 E. PECAN ST, Z-15-02

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 from LB to R2-PD with a site plan, Exhibits "A-D", for Lot 12R1, Block 1 WB La Cava Addition, being .44 acre located at 232 E. Pecan St.

AND IT IS SO ORDERED.

Passed on the first reading on the 8<sup>th</sup> day of September 2015 by a vote of 6 to 0.

Approved on the second reading on the 29<sup>th</sup> day of September 2015 by a vote of \_\_\_\_ to \_\_\_\_.

ATTEST:

CITY OF HURST

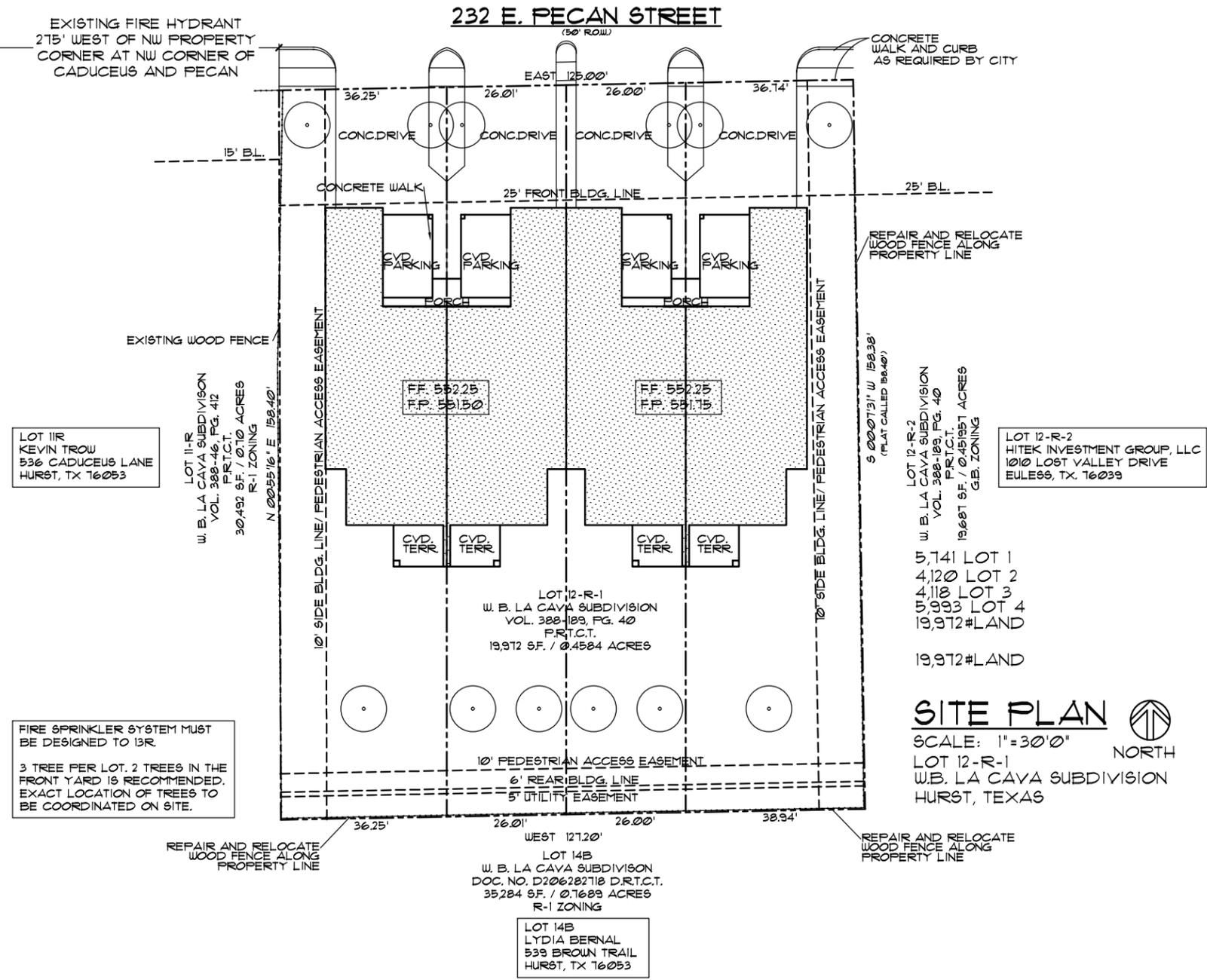
\_\_\_\_\_  
Rita Frick, City Secretary

\_\_\_\_\_  
Richard Ward, Mayor

Approved as to form and legality:

\_\_\_\_\_  
City Attorney





SITE DATA SUMMARY CHART	
(1) LOT SIZE	19,972 SF.
(2) MAX. BUILDING COVERAGE (40%)	7,989 SF. / 35%
(3) MINIMUM OPEN SPACE (LANDSCAPED AREA) (20%)	N/A
(4) PARKING PROVIDED	N/A
(5) CURRENT ZONING	LB (LIMITED BUSINESS)
(6) PROPOSED TENANT	4 TOWNHOUSES
(7) ZONING OF PROPERTY	LB (LIMITED BUSINESS)
(8) CURRENT LAND USE	VACANT LOT
(9) PROPOSED LAND USE	R2-PD
(10) LAND USED DESIGNATION	LB (LIMITED BUSINESS)
(11) TOTAL BUILDING AREAS	
TOWNHOUSE 1 FIRST FLOOR A/C	184 SF.
TOWNHOUSE 1 SECOND FLOOR A/C	151 SF.
TOWNHOUSE 1 PORCH	41 SF.
TOWNHOUSE 1 GARAGE	263 SF.
TOWNHOUSE 1 CVD, PARKING 1	183 SF.
TOTAL COVERAGE T.H. 1	7,892 SF.
TOWNHOUSE 2 FIRST FLOOR A/C	184 SF.
TOWNHOUSE 2 SECOND FLOOR A/C	151 SF.
TOWNHOUSE 2 PORCH	41 SF.
TOWNHOUSE 2 GARAGE	263 SF.
TOWNHOUSE 2 CVD, PARKING 2	183 SF.
TOTAL COVERAGE T.H. 2	7,892 SF.
TOWNHOUSE 3 FIRST FLOOR A/C	184 SF.
TOWNHOUSE 3 SECOND FLOOR A/C	151 SF.
TOWNHOUSE 3 PORCH	41 SF.
TOWNHOUSE 3 GARAGE	263 SF.
TOWNHOUSE 3 CVD, PARKING 3	183 SF.
TOTAL COVERAGE T.H. 3	7,892 SF.
TOWNHOUSE 4 FIRST FLOOR A/C	184 SF.
TOWNHOUSE 4 SECOND FLOOR A/C	151 SF.
TOWNHOUSE 4 PORCH	41 SF.
TOWNHOUSE 4 GARAGE	263 SF.
TOWNHOUSE 4 CVD, PARKING 4	183 SF.
TOTAL COVERAGE T.H. 4	7,892 SF.

OWNER: CAPT. BONES LONDON  
BAREBONES TECHNOLOGIES INT.  
1244 TRAILWOOD DRIVE  
HURST, TX 76053  
(817) 946-2115

ARCHITECT: M. J. WRIGHT & ASSOCIATES, INC.  
MICHAEL J. WRIGHT  
8233 MID CITIES BLVD., SUITE A  
NORTH RICHLAND HILLS, TX 76182  
(817) 268-5555

ENGINEER: HAMILTON DUFFY, PC  
KEITH HAMILTON  
8241 MID CITIES BLVD., SUITE 100  
NORTH RICHLAND HILLS, TX 76182  
(817) 268-8469

SURVEYOR: SPRY SURVEYORS  
8241 MID CITIES BLVD., SUITE 100  
NORTH RICHLAND HILLS, TX 76182  
(817) 716-4049

**SITE PLAN**

SCALE: 1"=30'0"

LOT 12-R-1  
W. B. LA CAVA SUBDIVISION  
HURST, TEXAS

Date 08/26/15  
Drawn By JXS  
Checked By M.J.W.  
Revisions

THE ELECTRICAL DRAWINGS FILE IN THIS PROJECT UNDER THE AUTHORITY OF THE ARCHITECT. THE ARCHITECT'S RESPONSIBILITY IS TO VERIFY THAT THE ELECTRICAL DRAWINGS FILE IN THIS PROJECT UNDER THE AUTHORITY OF THE ARCHITECT. THE ARCHITECT'S RESPONSIBILITY IS TO VERIFY THAT THE ELECTRICAL DRAWINGS FILE IN THIS PROJECT UNDER THE AUTHORITY OF THE ARCHITECT. THE ARCHITECT'S RESPONSIBILITY IS TO VERIFY THAT THE ELECTRICAL DRAWINGS FILE IN THIS PROJECT UNDER THE AUTHORITY OF THE ARCHITECT.

232 E. PECAN STREET  
HURST, TX



M. J. WRIGHT & ASSOCIATES, INC.  
801 W. HARWOOD ROAD  
HURST, TX 76054-3161  
M.J.W. @ M.J.WRIGHT.COM  
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Sheet No.  
**SITE**  
Project No.  
1506020

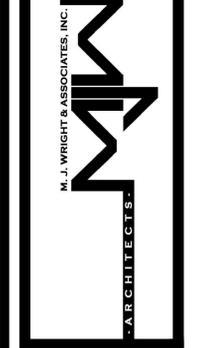
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**E. PECAN STREET  
 PECAN STREET TOWNHOMES**



M. J. WRIGHT & ASSOCIATES, INC.  
 601 W. HARWOOD ROAD  
 OFFICE: 817/268-5555  
 WWW.MJWRIGHT.COM  
 HURST TX 76054-3161  
 FAX: 817/268-5558



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**FRONT ELEVATION**  
 1/4"=1'0"



**REAR ELEVATION**  
 1/4"=1'0"



**RIGHT ELEVATION**  
1/4" = 1'0"



**LEFT ELEVATION**  
1/4" = 1'0"

Date 08/28/15  
 Drawn By MJW  
 Checked By MJW  
 Revisions \_\_\_\_\_

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**PECAN STREET TOWNHOMES**  
**E. PECAN STREET**  
**PECAN STREET TOWNH**



**MJW**  
 ARCHITECTS

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Sheet No.

**3**

Project No.  
**15060UZO**

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into an Interlocal Agreement with North Central Texas Council of Governments (NCTCOG) for electronic warrant payment services

Supporting Documents:

Agreement

Meeting Date: 9/29/2015

Department: Legislative and Judicial Services

Reviewed by: Rita Frick

City Manager Review:

Background/Analysis:

The North Central Texas Council of Governments (NCTCOG), has developed an electronic warrant payment services program as part of shared services to member organizations. The proposed Interlocal Agreement will allow the City of Hurst to contract directly for electronic warrant payment services with Government Payment Service, Inc. (GPS), through a standard engagement letter (attached to the Interlocal Agreement).

The initial pilot program was implemented with the cities of Arlington, Carrollton, Euless, Grand Prairie and Plano, and has proven to be beneficial for all the cities. During the initial phase, over 1,700 cases were processed and over \$920,000.00 collected in City funds.

Benefits for the City are as follows:

- provided at no cost to the City
- minimized jail time, cost and risk associated with prisoner transfers/detention
- minimized administrative costs by utilizing GovPayNet to accept and administer the process
- reduced City overhead concerning checks, envelopes, time and mailing
- process is "hands-off" for the participants
- GovPayNet offers 24/7 customer services and support
- payments are made directly from the vendor to the jurisdiction
- easy to join the program through an Interlocal Agreement with NCTCOG

Benefits for the User include:

- Being able to pay outstanding warrants and fees for other jurisdictions, eliminating the need to be transferred
- Being able to utilize electronic payment via the website or 1-800 number with "live" call center specialist
- Be charged a 3.5% to 5% service charge by GovPayNet when using a credit card
- Payments may be made on-site and/or remotely maximizing the ability of individuals detained to be released

Funding and Sources:

There is no fiscal impact.

Recommendation:

Staff recommends the City Council authorize the city manager to enter into an Interlocal Agreement, with North Central Texas Council of Governments for electronic warrant payment services

**INTERLOCAL AGREEMENT  
FOR  
ELECTRONIC WARRANT PAYMENT SERVICES**

**THIS INTERLOCAL AGREEMENT** (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), is by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and \_\_\_\_\_, a local government created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at \_\_\_\_\_.

**WHEREAS**, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program, hereinafter referred to as “**Shared Services**” under which it contracts with eligible entities under the Act; and

**WHEREAS**, NCTCOG has performed a procurement process for electronic warrant payment services for municipalities; in which each participating local government will contract directly for electronic warrant payment services with Government Payment Service, Inc. (GPS); and

**WHEREAS**, NCTCOG’s Executive Board approved a resolution authorizing the interlocal agreements for procurement of GPS electronic warrant payment services at its December 20, 2012 meeting; and

**WHEREAS**, Participant has represented that it is an eligible entity under the Act, that its governing body has authorized this Agreement on \_\_\_\_\_ (Date), and that it desires to contract with NCTCOG on the terms set forth below;

**NOW, THEREFORE**, NCTCOG and the Participant do hereby agree as follows

**ARTICLE 1: OBLIGATIONS OF THE PARTIES**

The Participant agrees to execute an engagement letter with GPS with respect to its election to receive various electronic warrant payment services under NCTCOG’s Shared Services Program. A copy of the standard engagement letter is attached hereto as Attachment 1. Participant acknowledges that it shall look solely to GPS for the delivery of the services described in the engagement letter as well as the provisions for payment of fees assessed by GPS.

NCTCOG has developed the electronic warrant payment services program as part of its Shared Services to its member organizations. NCTCOG’s sole responsibility is to coordinate with GPS and its member organizations the procurement of the services and to promote the services to its

members. NCTCOG has no responsibility for (i) the delivery of the services to its members, (ii) the day to day operation of the electronic warrant payment service system or (iii) the resolution of dispute/warranty claims between GPS and the Participants.

**ARTICLE 2: LEGAL AUTHORITY**

The Participant represents and warrants to NCTCOG that it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act as a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and it possesses adequate legal authority to enter into this Agreement.

**ARTICLE 3: PERFORMANCE PERIOD**

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 4 below.

**ARTICLE 4: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the **Shared Services** cooperative purchasing program.

**ARTICLE 5: TERMINATION PROCEDURES**

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive such cancellation, as well as any other Participant costs incurred prior to the effective date of the cancellation.

**ARTICLE 6: APPLICABLE LAWS**

NCTCOG and the Participant agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

**ARTICLE 7: SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**ARTICLE 8: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

**ARTICLE 9: WHOLE AGREEMENT**

This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 10: DISPUTE RESOLUTION**

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

**ARTICLE 11: MISCELLANEOUS**

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

**North Central Texas  
Council of Governments  
Shared Services Program  
616 Six Flags Drive  
Arlington, Texas 76011**

\_\_\_\_\_  
NCTCOG Executive Director or Designee

\_\_\_\_\_  
Signature of Executive Director or Designee

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Entity *EM*

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, ZIP Code

\_\_\_\_\_  
Name & Title of Authorized Official or Designee

By: \_\_\_\_\_  
Signature of Authorized Official or Designee

Date: \_\_\_\_\_

**ATTACHMENT 1:**

**Engagement Letter for  
NCTCOG Project Customers**

[PARTICIPANT LETTERHEAD]

[DATE]

Client Services Department  
Government Payment Service, Inc.  
7102 Lakeview Parkway West Drive  
Indianapolis, Indiana 46268

To Whom It May Concern:

This letter shall confirm our agreement to become a Participant in the Project and obtain Services as more fully described in the Master Contract Between North Central Texas Council of Governments ("NCTCOG") and Government Payment Service, Inc. ("GPS") ("Master Contract"), dated January 14, 2013 (all capitalized terms not otherwise defined in this letter shall have the definition assigned to them in the Master Contract). We understand and accept that your company's provision and the City's use of the Services are subject to the terms and conditions of the Master Contract, this engagement letter and any interlocal agreement between the City and NCTCOG. In particular, the City agrees to be bound by the Participant's obligations set out in the Master Contract.

The City may at any time (i) authorize you to accept additional types of payments within the scope of the applicable Service Fees; (ii) cancel the processing through your company of any types of payments; (iii) modify the account(s) to which you direct payments to the City; or (iv) add other agencies, departments or sub-agencies within this governmental subunit ("Affiliated Agencies") to, or delete Affiliated Agencies from our use of the Services by specifying all such changes to GPS **in writing**. Any such changes will be subject to your acceptance and confirmation **in writing** and will require reasonable lead time to implement. For purposes of this paragraph, "in writing" shall mean via letter, email, or facsimile to the address included in this letter, or such other address as either of us may provide to each other.

The term of this Engagement Letter shall not exceed the term of the Master Contract, unless the City and your company agrees in writing to continue Services beyond such term. We further understand that we may cancel our participation in the Project and the Services, without cause or reason, upon 30 days advance written notice to you via the method defined in the Master Contract. We also agree to send a copy of any cancellation notice to the NCTCOG.

This Engagement Letter together with the Master Contract constitutes the complete agreement between your company and the City, supersedes any and all oral and written agreements between us relating to matters herein and may only be amended in a writing signed by both parties.

[SIGNATURE]

Cc: North Central Texas Council of Governments

City Council Staff Report

SUBJECT: Consider authorizing the city manager to renew an Interlocal Agreement with Tarrant County for funding of the Pipeline Road Project, Phases 2, 3 and 4	
Supporting Documents:	
Interlocal Agreement	Meeting Date: 9/29/2015 Department: Public Works Reviewed by: Ron Haynes City Manager Review:
Background/Analysis:	
<p>The City has an ongoing 50% matching grant from Tarrant County for the construction of Pipeline Road from Billie Ruth to Brown Trail. The first phase, Phase 1 of 4, from Billie Ruth through the intersection of Precinct Line Road is complete. Tarrant County's participation in Phase 1 construction was \$1,344,401.62. The second phase, Phase 2 of 4, is from Precinct Line Road to the Lorean Branch Channel Bridge. Tarrant County funding for Phase 2 construction of this project which is in the right-of-way acquisition phase, is in the amount of \$2,000,000. The total amount of the grant from Tarrant County for all four phases is \$5,540,000.</p>	
Funding and Sources:	
<p>Sufficient funding is available from various Water, Sewer, Drainage, and Street bond funds for Phases 2 and 3. Future bond funds will be necessary to fund Phase 4.</p>	
Recommendation:	
<p>Staff recommends that City Council authorize the city manager to renew the Interlocal Agreement with Tarrant County for funding of the Pipeline Road Project, Phases 2, 3 and 4.</p>	

**STATE OF TEXAS**            §  
   §     **Sixth Renewal of Interlocal Agreement**  
   §     **Court Order No. 107250**  
**COUNTY OF TARRANT** §     **Project: Pipeline Road**

**BACKGROUND**

1. Tarrant County ("COUNTY") and the City of Hurst ("CITY") entered into an Interlocal Agreement approved by Tarrant County Commissioners Court Order No. 107250, for the cooperative funding of improvements to Pipeline Road ("Project") as described in the 2006 Tarrant County Bond Program.
2. The COUNTY and CITY subsequently renewed that Interlocal Agreement five times for each subsequent fiscal year, the most recent renewal occurring on October 21, 2014, for fiscal year 2015 under Tarrant County Commissioners Court Order No. 118818.
3. The Project is incomplete and the parties desire to renew the Interlocal Agreement for the 2016 Fiscal Year.

Therefore, the COUNTY and CITY agree to the following:

1. The COUNTY and the CITY renew the Interlocal Agreement for the COUNTY's 2016 Fiscal Year, with the Interlocal Agreement expiring September 30, 2016, or upon completion of the Project as determined by the COUNTY, whichever occurs sooner.
2. The COUNTY and CITY agree to the revised payment schedules attached to this Sixth Renewal.
3. All terms and conditions of the original Interlocal Agreement and subsequent amendments remain in effect except to the extent modified by this Sixth Renewal.
4. Section IV of Interlocal Agreement is amended as follows:

County agrees to reimburse City either \$5,540,000 of its Costs or 50% of its Costs, whichever amount is less. This funding will be allocated to each project phase as identified below.

COUNTY funding for Phase 1 will not exceed One Million Three Hundred Forty-Four Thousand Four Hundred One and 62/100 Dollars (\$1,344,401.62). This Phase is complete.

COUNTY funding for Phase 2 will not exceed Two Million Dollars

(\$2,000,000).

COUNTY funding for Phase 3 will not exceed One Million Five Hundred Thousand Dollars (\$1,500,000).

COUNTY funding for Phase 4 will not exceed Six Hundred Ninety-Five Thousand Five Hundred Ninety-Eight and 38/100 Dollars (\$695,598.38).

**APPROVED** on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Tarrant County.

Commissioners Court Order No. \_\_\_\_\_.

**TARRANT COUNTY  
STATE OF TEXAS**

**CITY**

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Signature

***APPROVED AS TO FORM:***

***APPROVED AS TO FORM AND  
CONTENT:***

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

  
\_\_\_\_\_  
City Attorney

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

*CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF*  
*\$\_\_\_\_\_:*

**Certification of Funds Available as follows:**

Fiscal year ending September 30, 2010	\$1,344,401.62
Fiscal year ending September 30, 2011	\$
Fiscal year ending September 30, 2012	\$
Fiscal year ending September 30, 2013	\$
Fiscal year ending September 30, 2014	\$
Fiscal year ending September 30, 2015	\$
Fiscal year ending September 30, 2016	\$1,600,000

**All future years funding is contingent on future debt issuance  
and renewal of this contract**

Fiscal year ending September 30, 2017	\$1,323,900
Fiscal year ending September 30, 2018	\$1,271,698.38
	-----
	\$5,540,000

\_\_\_\_\_  
Auditor's Office

## ATTACHMENT A

### Project Information

City: City of Hurst  
Project Name: Pipeline Road Widening

### Proposed Project Schedule

	Start Date	Duration (mo)	End Date *
Design:	-	-	-
ROW Acquisition:	-	-	-
Utility Relocation:	-	-	-
Construction:	Apr-2009	108	Jun-2018

\* COUNTY payments by completed phase are contingent upon the COUNTY'S reasonable determination that the work regarding the project phase for which payment is expected is successfully completed, as determined by the COUNTY. COUNTY plans to issue debt for all phases of this project, therefore payment remains contingent on debt issuance in accordance with applicable law.

Once Construction commences, COUNTY payment shall be made by fiscal quarter prorated over the life of the construction but contingent upon reasonable progress in construction as may be determined by the COUNTY.

### Proposed County Payment by Phase

Design:	\$
ROW Acquisition:	\$
Utility Relocation:	\$
Construction:	\$5,540,000
County Funding	
Total:	\$5,540,000

### Proposed County Payment by Calendar Quarter (SUBJECT TO CHANGE)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2010		\$1,344,401.62	\$	\$
2011	\$	\$	\$	\$
2012	\$	\$	\$	\$
2013	\$	\$	\$	\$
2014	\$	\$	\$	\$
2015	\$	\$	\$	\$400,000
2016	\$400,000	\$400,000	\$400,000	\$400,000
2017	\$	\$375,000	\$548,900	\$548,900
2018	\$548,900	\$173,898.38	\$	\$
2019	\$	\$	\$	\$

City Council Staff Report

SUBJECT: Consider authorizing the city manager to renew a Contract with The Aldridge Company for off site computer backup services

Supporting Documents:	
	<p>Meeting Date: 9/29/2015</p> <p>Department: Information Technology</p> <p>Reviewed by: Clay Caruthers</p> <p>City Manager Review:</p>

**Background/Analysis:**

The City of Hurst entered into a three year contract for Storage Protection Services (SPS) with The Harding Group (Now The Aldridge Company) in 2013. The SPS solution is an off-site backup solution hosted by The Aldridge Company. The three year term is ending September 30, 2015. The previous contract was for \$100,000 per year for a managed backup solution. In order to maintain the integrity of the backups, staff determined that it would be in the best interest of the City to continue this relationship with The Aldridge Company for another three year term. The new contract would be for the continuation of managed backup services and 15TB of cloud backup storage. Any additional amount would be \$.75 per GB thereafter. The current contract amount is \$96,000. This is a three year term. Staff recommends the budgeted amount of \$100,000 not be decreased to allow for any increase in storage requirements.

**Funding and Sources:**

Funding is provided for in the Information Technology budget.

**Recommendation:**

Staff recommends City Council authorize the city manager to renew a three year Contract, with The Aldridge Company, for offsite computer backup services, for a total not to exceed \$100,000 per year.

ORDINANCE 2296 (a)

AN ORDINANCE ADOPTING THE BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016 FOR THE CITY OF HURST, TEXAS

WHEREAS, in accordance with Article 5 of the Hurst Charter, the City Manager has at least 35 days prior to the beginning of the 2015-2016 budget year to submit to the City Council a budget and an explanatory budget message with the form and content as prescribed by the Council. The Council determined that public hearings should be held at a time and place which was set forth in a notice published at least seven days prior to said hearing; and,

WHEREAS, such public hearing on the budget was duly held and all interested persons given an opportunity to be heard for or against any item therein.

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

Section 1: That the budget for the City of Hurst, Texas, for the fiscal period beginning October 1, 2015, and ending September 30, 2016, in words and figures as shown therein is adopted and approved as filed herewith.

Section 2: That eligible and remaining fund balances from Fiscal Year 2014-2015, as calculated by Fiscal Services and approved by the city manager, are hereby appropriated and transferred to the Special Projects and Loss Reserve Funds.

Section 3: That the city manager be and is hereby authorized to make interdepartmental and interfund transfers during the fiscal year as deemed necessary in order to avoid over-expenditure of particular accounts.

Section 4: That the city manager or his designate be and is hereby authorized to invest any funds not needed for current use in accordance with the approved City of Hurst Investment Policy. Interest accrued from investments shall be deposited to the interest income account of the funds from which the principal was invested.

AND IT IS SO ORDERED.

Passed on the first reading on the 8<sup>th</sup> day of September 2015 by a vote of 6 to 0.

Approved on the second reading on the 29th day of September 2015 by a vote of \_\_\_\_\_ to \_\_\_\_\_.

ATTEST:

CITY OF HURST

\_\_\_\_\_  
Rita Frick, City Secretary

\_\_\_\_\_  
Richard Ward, Mayor

Approved as to form and legality:

\_\_\_\_\_  
City Attorney

City Council Staff Report

SUBJECT: Consider Ordinance 2296 (b) Ratifying the Property Tax Revenue Increase Reflected in the Fiscal Year 2015-2016 Budget

Supporting Documents:

Ordinance 2296 (b)

Meeting Date: 9/29/2015

Department: Fiscal Services

Reviewed by: CC/JCB

City Manager Review: \_\_\_\_\_

Background/Analysis:

There are special requirements for cities that propose a budget that raises more property taxes than raised in the previous year's budget. Section 102.007(c) of the Local Government Code requires a separate vote of the City Council to ratify the property tax revenue increase included in the City's proposed 2015-2016 budget.

When the revenues raised by property taxes in the City of Hurst Proposed Operating Budget for Fiscal Year 2015-2016 are compared to the revenues raised by property taxes in the City of Hurst, Texas Annual Operating Budget for Fiscal Year 2014-2015, the result is an increase of \$321,157 or 3% in property tax revenues for the General Fund Operating Budget.

When the revenues raised by property taxes in the City of Hurst Proposed Interest & Sinking Fund Budget for Fiscal Year 2015-2016 are compared to the revenues raised by property taxes in the City of Hurst Interest & Sinking Fund Budget for Fiscal Year 2014-2015, the result is a decrease of \$198,707 or 6% in property tax revenues.

The City's tax rate is proposed to increase by approximately one-half cent from \$0.606 to \$0.61056 per \$100 of taxable property values. The net property tax revenue increase of \$122,450 will be used to fund Justice Center operations, health care costs, public safety equipment, and ensure the city's compensation program remains competitive with surrounding municipalities.

Funding and Sources:

N/A

Recommendation:

In compliance with the Local Government Code, adoption of Ordinance 2296 (b) will ratify the property tax revenue in the 2015-2016 fiscal year budget.

ORDINANCE 2296 (b)

AN ORDINANCE RATIFYING THE PROPERTY TAX REVENUE INCREASE REFLECTED IN THE BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016 FOR THE CITY OF HURST, TEXAS

WHEREAS, the budget for the City of Hurst, Texas, for the fiscal period beginning October 1, 2015, and ending September 30, 2016, in words and figures has been adopted by Ordinance 2296 (a); and

WHEREAS, Section 102.007(c) of the Local Government Code requires a separate vote of the governing body to ratify the property tax revenue increase reflected in the budget.

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

Section 1: That the City Council hereby votes to "ratify" the property tax revenue increase reflected in the budget as adopted by Ordinance 2296 (a).

AND IT IS SO ORDERED.

Passed on the first reading on the 8<sup>th</sup> day of September 2015 by a vote of 6 to 0.

Approved on the second reading on the 29<sup>th</sup> day of September 2015 by a vote of \_\_\_\_\_ to \_\_\_\_\_.

ATTEST:

CITY OF HURST

\_\_\_\_\_  
Rita Frick, City Secretary

\_\_\_\_\_  
Richard Ward, Mayor

Approved as to form and legality:

\_\_\_\_\_  
City Attorney

City Council Staff Report

SUBJECT: Adoption of Ad Valorem Tax Rate	
Supporting Documents:	
Ordinance 2297	Meeting Date: 9/29/2015 Department: Fiscal Services Reviewed by: CC/JCB City Manager Review: _____
Background/Analysis:	
<p>According to Section 26.05 of the Tax Code, a taxing unit may not impose property taxes in any (fiscal) year until the governing body has adopted a tax rate for that year.</p> <p>Senate Bill 18 as passed by the 79<sup>th</sup> Legislature requires the following language in caps and larger font placed in the Ordinance adopting a maintenance and operations tax rate that is higher than the effective maintenance and operations tax rate. The same information is required to be posted on the home page of the City's Internet website if the proposed rate is adopted.</p> <p><b>"THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$8."</b></p>	
Funding and Sources:	
N/A	
Recommendation:	
<p>The City Council is required, under state law, to make a specific motion only if the total proposed tax rate exceeds the total effective rate. This not being the case, staff recommends that Council approve Ordinance 2297 setting a total tax rate of \$0.61056 for Fiscal Year 2015-2016 with a debt tax rate of \$0.1362835 and a maintenance and operations tax rate of \$0.4742765.</p>	

ORDINANCE 2297

AN ORDINANCE SETTING THE TAX RATE FOR THE CITY OF HURST FOR THE 2015 TAX YEAR

WHEREAS, the City of Hurst has followed the procedures established by the Property Tax Code and Local Government Code, including the publishing and posting of required notices and the holding of required public hearings; and,

WHEREAS, the City Council has approved separately each of the two components of the tax rate as hereinafter set forth; and,

WHEREAS, THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$8.

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

Section 1. That there shall be and there is hereby levied the following taxes on each One Hundred Dollars (\$100.00) of valuation on all taxable property within the City of Hurst, Texas, to be assessed and collected for tax year 2015 the purposes hereinafter stipulated, to-wit:

- (a) For the General Fund (operations and maintenance) levied on the \$100.00 valuation: \$0.4742765; and
- (b) For the interest and sinking fund levied on the \$100.00 valuation: \$0.1362835.

TOTAL            \$0.61056

AND IT IS SO ORDERED.

Passed on the first reading on the 8<sup>th</sup> day of September 2015 by a vote of 6 to 0.

Approved on the second reading on the 29th day of September 2015 by a vote of \_\_\_\_\_ to \_\_\_\_\_.

ATTEST:

CITY OF HURST

\_\_\_\_\_  
Rita Frick, City Secretary

\_\_\_\_\_  
Richard Ward, Mayor

Approved as to form and legality:

\_\_\_\_\_  
City Attorney

City Council Staff Report

SUBJECT: Consider Approval of Water and Wastewater Rates for Fiscal Year 2015-2016

Supporting Documents:

Ordinance 2298

Meeting Date: 9/29/2015

Department: Fiscal Services

Reviewed by: CC/JCB

City Manager Review: \_\_\_\_\_

Background/Analysis:

The Fiscal Services, Utility Billing and Public Works Departments reviewed the proposed Water and Wastewater Services budget for Fiscal Year 2015-2016 and are proposing the establishment of a new rate structure. The proposed water and sewer rates are expected to result in a sound financial position for the Enterprise Fund in 2015-2016. Weather and consumption trends can quickly improve or deteriorate the Enterprise Fund's annual financial performance.

A 2.12% increase in wholesale water costs, a 8.56% increase in wholesale wastewater costs, and the City's efforts to smooth revenue variability associated with weather patterns and water conservation efforts will make an increase in water and wastewater rates necessary for Fiscal Year 2015-2016. The following tables illustrate the proposed changes in wholesale water and sewer rates by the City of Fort Worth for the upcoming fiscal year:

<b>WATER</b>			
<b>City of Fort Worth</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>% Change</b>
Volume (1,000 gallons)	\$0.9133	\$0.9523	4.27%
Raw Water	\$1.1868	\$1.3019	9.70%
Total	\$2.1001	\$2.2542	7.34%
Max Day Above Average (MG)	\$156,017	\$128,074	-17.91%
Max Hour Above Max Day (MG)	\$47,325	\$ 41,788	-11.70%
<b>Overall Average Increase (based on est. volumes, max hr. &amp; max day)</b>			<b>2.12%</b>

<b>WASTEWATER</b>			
<b>City of Fort Worth</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>% Change</b>
Volume (1,000 gallons)	\$1.1495	\$1.2784	11.2%
BOD (per pound)	\$0.3682	\$0.3532	-4.1%
TSS (per pound)	\$0.2010	\$0.2514	25.1%
<b>Overall Average Increase</b>			<b>8.56%</b>

The customer's water and sewer utility bill is proposed to increase by an average of 5% for Fiscal Year 2015-2016. Based on 12,000 gallons usage, this amounts to an additional \$6 per month. Commercial customers will also continue to pay an additional base fee amount of \$4 or \$12 per month depending upon meter size. There are no proposed changes to these additional base fee amounts for FY 2015-2016. It is important to note that apartment complexes and other multi-unit properties pay the additional base fee on a per unit basis. Both water and wastewater rates are proposed to change this year. These rate increases are primarily driven by the City of Fort Worth's increase in wholesale water and wastewater charges and the City of Hurst's fiscal policy. The current and proposed rates are as follows:

**WATER AND WASTEWATER RATES**  
(Current and Proposed/Inside City Limits)

<b>Water</b>	<b>Current</b>	<b>Proposed</b>
Minimum 2,000 gallons*	\$15.42*	\$16.19*
Over 2,000 gallons	\$6.20/1,000 gallons	\$6.51/1,000 gallons
<b>Water – Fire Hydrant or Temporary Meter</b>		
Minimum 2,000 gallons*	\$23.12*	\$24.28*
Over 2,000 gallons	\$9.30/1,000 gallons	\$9.77/1,000 gallons
<b>Wastewater - Residential</b>		
Minimum	\$11.16	\$11.72
First 12,000 gallons	\$3.58/1,000 gallons	\$3.76/1,000 gallons
Maximum Charge	\$54.12	\$56.84
<b>Wastewater - Commercial</b>		
Minimum*	\$11.16*	\$11.72*
All	\$3.58/1,000 gallons	\$3.76/1,000 gallons

\* An additional base fee of \$4 or \$12 /mo. (based on meter size) for commercial accounts is proposed to remain in effect for FY 2015-2016.

City Council Staff Report

Funding and Sources:

N/A

Recommendation:

Staff recommends that the City Council approve Ordinance 2298 including the proposed Water and Wastewater rates effective October 1, 2015, to be included in all City utility bills processed on, or after, November 1, 2015.

ORDINANCE 2298

AN ORDINANCE AMENDING SECTIONS 26-22(1), 26-60(1) AND (2), AND 26-67 (b) OF THE HURST CODE OF ORDINANCES; UPDATING THE CHARGES FOR WATER SERVICE AND WASTEWATER SERVICE TO ALL CUSTOMERS AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council has been advised by staff that it is necessary to raise water and wastewater rates in order to insure the fiscal integrity of the utility system; and,

WHEREAS, the City Council finds that the rates herein promulgated are no more than what is required in order to preserve such fiscal integrity.

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

Section 1: That Section 26-22 of the Hurst Code of Ordinances be amended to read as follows:

"Section 26-22. Rates established for water.

The following monthly rates shall be charged by the water department for water:

- (1) Inside city limits—Single-family and commercial rates:
  - a. First 2,000 gallons (minimum charge) \$16.19
  - b. All over 2,000 gallons, per 1,000 gallons \$ 6.51

Section 2: That Section 26-60(1) and (2) of the Hurst Code of Ordinances be amended to read as follows:

"Section 26-60. Rates for Service Inside City Limits.

The following schedules of rates per month, or fraction thereof, shall be the basis for determining charges to customers as specified for rendering wastewater service, where the wastewater produced by such customer is normal sewage and where such customer is located within the City:

(1) A minimum charge of eleven dollars and seventy-two cents (\$11.72) shall be charged to all wastewater customers for each residential or business occupancy; provided, however, if multiple occupancies are served with a single water meter, the minimum charge shall be computed at ninety (90) percent of dwelling units, business occupancies or mobile homes, whichever is applicable, times the minimum charge established herein for individual customers.

(2) A monthly volume charge shall also be charged to all wastewater customers in the amount of three dollars and seventy-six cents (\$3.76) per one thousand (1,000) gallons of water used or wastewater produced as more specifically set forth hereinafter...."

Section 3: That Section 26-67(b) of the Hurst Code of Ordinances be amended to read as follows:

"Sec. 26-67. Fees and charges.

(b) Monitoring, sampling and analytical fees for significant industrial users. These users may be sampled by the authority no less frequently than semi-annually and charged for the laboratory and sampling services. Laboratory and sampling fees assessed are based on the types of service rendered and categories of analysis. Such fees shall be set forth and established according to the annual budget process.

Wastewater rate fees (additional fees may be applied):

BOD strength charge, per pound . . \$0.3532

TSS strength charge, per pound . . . \$0.2514

Section 4: The rates herein established shall be effective on all bills processed on or after November 1, 2015.

AND IT IS SO ORDERED.

Passed on the first reading on the 8<sup>th</sup> day of September 2015 by a vote of 6 to 0.

Approved on the second reading on the 29th day of September 2015 by a vote of \_\_\_\_\_ to \_\_\_\_\_.

ATTEST:

CITY OF HURST

---

Rita Frick, City Secretary

---

Richard Ward, Mayor

Approved as to form and legality:

---

City Attorney

City Council Staff Report

SUBJECT: P-15-15 University Plaza Addition, a replat of Lot 4R1A to Lots 4R1A1 and 4R1A2, Block 4R University Plaza Addition, being 4.14 acres located at 1601 Campus Drive

Supporting Documents:

Area map  
 plat

Meeting Date: 9/29/2015  
 Department: Development  
 Reviewed by: Steve Bowden  
 City Manager Review:

Background/Analysis:

An application has been made by Sanjiv Melwani with the CN Churchill IV LLC and the City of Hurst for a replat of Lot 4R1A to Lots 4R1A1 and 4R1A2, Block 4R, University Plaza Addition, being 4.14 acres located at 1601 Campus Drive.

The applicant is requesting the replat in order to construct a 102,831 square foot Hilton Garden Inn with 6 stories and 140 rooms. This property will share access to the Hurst Conference Center and parking garage.

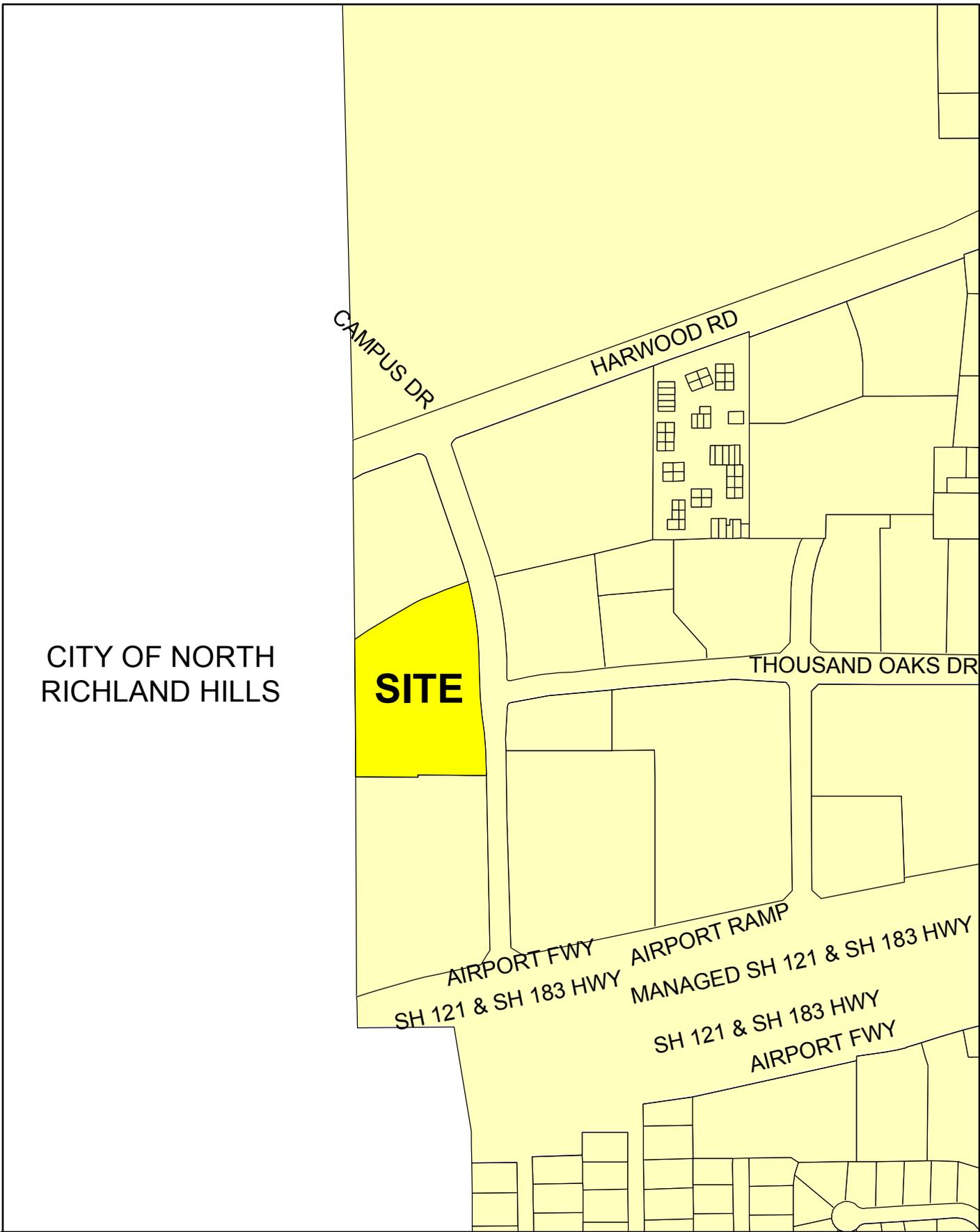
Engineering plans have been reviewed and accepted.

Funding and Sources:

There is no fiscal impact.

Recommendation:

The Planning and Zoning Commission met on Monday, August 31, 2015, and voted 7-0 to recommend approval of P-15-15 University Plaza Addition.



CITY OF NORTH  
RICHLAND HILLS

**SITE**

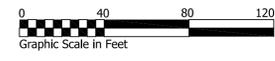
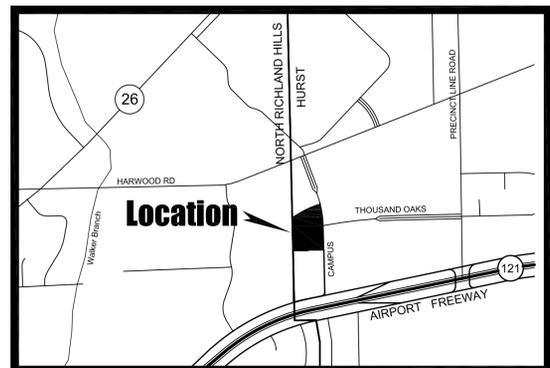
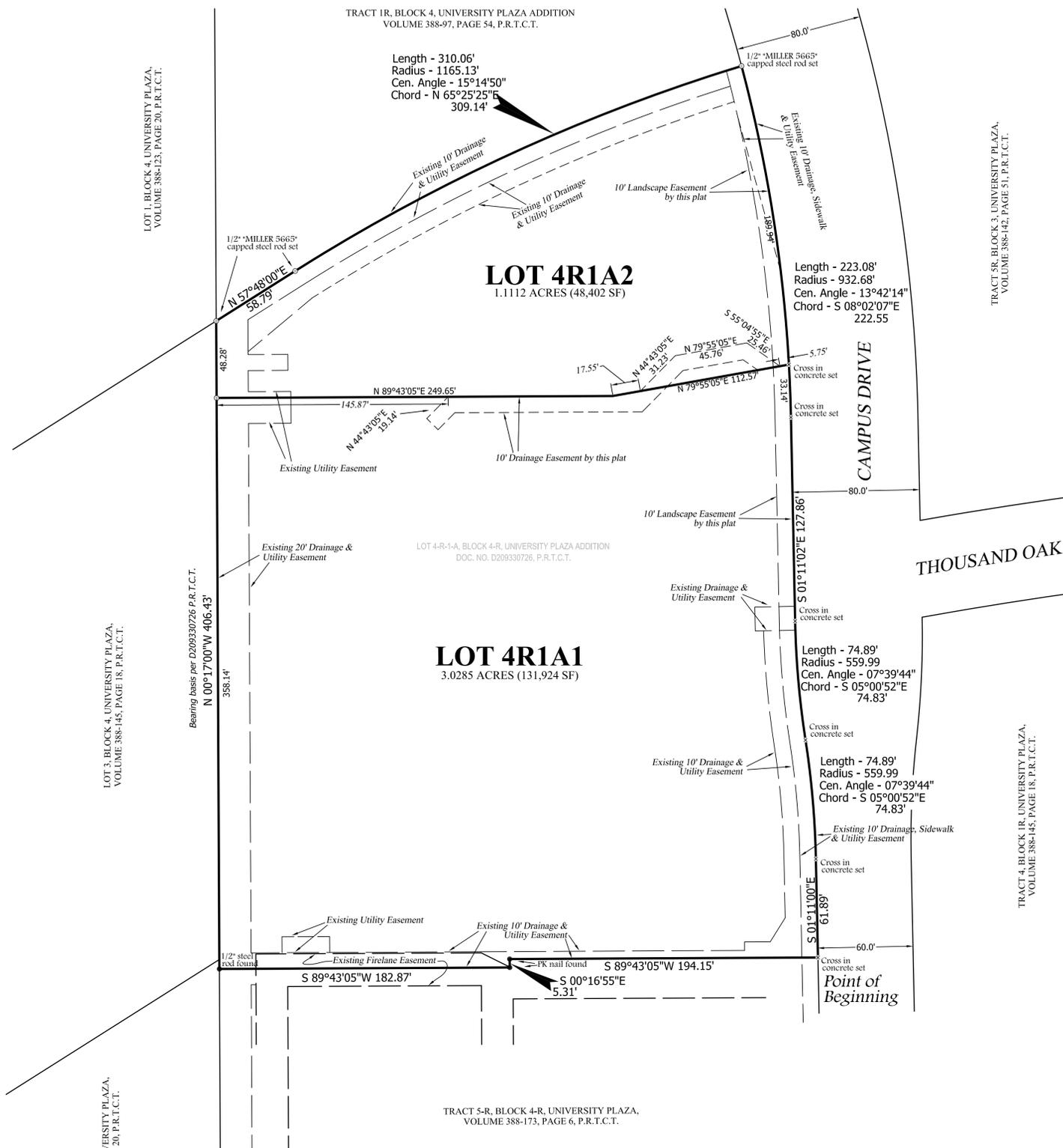
CAMPUS DR

HARWOOD RD

THOUSAND OAKS DR

AIRPORT FWY  
SH 121 & SH 183 HWY  
AIRPORT RAMP  
MANAGED SH 121 & SH 183 HWY  
SH 121 & SH 183 HWY  
AIRPORT FWY

<p>CASE NO: P-15-15 University Plaza</p>	<p>LEGAL DESCRIPTION: Lot 4R1A, Block 4R Univeristy Plaza</p>	<p>AGENDA DATE: 9/29/15</p>
<p>REQUESTED ACTION: Replat</p>	<p>LOCATION: 1601 Campus Drive</p>	



MILLER SURVEYING  
EST. 1965

NOTE: Lot 4R1A1 and Lot 4R1A2 are subject to the terms and conditions of the Reciprocal Easement Agreement per Resolution No. \_\_\_\_\_ as it may be amended.

**APPROVED**  
BY THE HURST PLANNING COMMISSION

CHAIRMAN: \_\_\_\_\_  
P & Z SECRETARY: \_\_\_\_\_  
DATE: \_\_\_\_\_

**APPROVED**  
BY THE HURST CITY COUNCIL

MAYOR: \_\_\_\_\_  
CITY SECRETARY: \_\_\_\_\_  
DATE: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF TARRANT §

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

WHEREAS City of Hurst the sole owners of the following described tract of land to wit:

Being a tract of land out of the D. C. Manning Survey, Abstract No 1046 and situated in the City of Hurst, Tarrant County, Texas, and surveyed by Miller Surveying, Inc. of Hurst, Texas in March 2014, said tract being Lot 4-R-1-A, Block 4-R2, University Plaza, an addition to the City of Hurst, Texas according to the plat thereof recorded as Document No D209330726 in the Plat Records of Tarrant County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a cross in concrete set for the southeast corner of said Lot 4-R-1-A, said cross being in the westerly right-of-way line of Campus Drive (a variable width public right-of-way)

Thence South 89 degrees 43 minutes 05 seconds West with the southerly boundary line of said Lot 4-R-1-A a distance of 194.15 feet to a PK nail found for an angle point therein;

Thence South 00 degrees 16 minutes 55 seconds East continuing with said southerly boundary line a distance of 5.31 feet to a PK nail found for an angle point therein;

Thence South 89 degrees 43 minutes 05 seconds West continuing with said southerly boundary line a distance of 182.87 feet to a 1/2 inch steel rod found for the southwest corner of said Lot 4-R-1-A;

Thence North 00 degrees 17 minutes 00 seconds West with the westerly boundary line of said Lot 4-R-1-A a distance of 406.43 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the northwest corner thereof;

Thence North 57 degrees 48 minutes 00 seconds East with the northerly boundary line of said Lot 4-R-1-A a distance of 58.79 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the beginning of a curve to the right with a radius of 1165.13 feet and whose chord bears North 65 degrees 25 minutes 25 seconds East at 309.14 feet;

Thence northeasterly continuing with said northerly boundary line and with said curve through a central angle of 15 degrees 14 minutes 50 seconds and an arc length of 310.06 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the northeast corner of said Lot 4-R-1-A, said rod being in said westerly right-of-way line and also being in a curve to the right with a radius of 932.68 feet and whose chord bears South 08 degrees 02 minutes 07 seconds East at 222.55 feet;

Thence southerly with the easterly boundary line of said Lot 4-R-1-A and said westerly right-of-way line and with said curve through a central angle of 13 degrees 42 minutes 14 seconds and an arc length of 223.08 feet to a cross in concrete set for the end of said curve;

Thence South 01 degrees 11 minutes 02 seconds East continuing with said easterly boundary line and said westerly right-of-way line a distance of 127.86 feet to a cross in concrete set for the beginning of a curve to the left with a radius of 559.99 feet and whose chord bears South 05 degrees 00 minutes 52 seconds East at 74.83 feet;

Thence southerly continuing with said easterly boundary line and said westerly right-of-way line and with said curve through a central angle of 07 degrees 39 minutes 44 seconds and an arc length of 74.89 feet to a cross in concrete set for the beginning of a curve to the left with a radius of 559.99 feet and whose chord bears South 05 degrees 00 minutes 52 seconds East at 74.83 feet;

Thence southerly continuing with said easterly boundary line and said westerly right-of-way line and with said curve through a central angle of 07 degrees 39 minutes 44 seconds and an arc length of 74.89 feet to a cross in concrete set for the end of said curve;

Thence South 01 degree 11 minutes 00 seconds East continuing with said easterly boundary line and said westerly right-of-way line a distance of 61.89 feet to the point of beginning and containing 4.1398 acres of land, more or less.

And hereby adopt this plat as our plan to subdivide the same to be known as LOT 4R1A1 AND 4R1A2, BLOCK 4-R, UNIVERSITY PLAZA, an addition to the City of Hurst, Texas and the street dedications and easements are hereby dedicated to the public forever.

Allan Weegar  
City Maager, City of Hurst

STATE OF TEXAS §  
COUNTY OF TARRANT §

Before me, the undersigned, a notary public in and for said county and state, on this date personally appeared Allan Weegar, the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes and considerations herein expressed.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public for the State of Texas  
Printed Name \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Final Plat of  
Lots 4R1A1 and 4R1A2, Block 4-R  
**UNIVERSITY PLAZA**  
An addition to the City of Hurst, Tarrant County, Texas

Being a replat of Lot 4-R-1-A, Block 4-R, University Plaza  
an addition to the City of Hurst, Texas according to the plat recorded as  
Document No. D209330726 in the Plat Records of Tarrant County, Texas

Consisting of two lots and being 4.1398 total acres of land out of the  
**D. C. MANNING SURVEY, ABSTRACT No. 1046**

Prepared March 2014

OWNER/APPLICANT  
CITY OF HURST  
1505 Precinct Line Rd  
Hurst, TX 76054  
817.788.7092  
Contact Jeff Jones

This is to certify that I, Jason B. Rawlings, a Registered Professional Land Surveyor in the State of Texas, have platted the above subdivision from an actual survey made on the ground on March 25, 2014, and that all lot corners, angle points, and points of curve shall be properly marked on the ground, and that this plat correctly represents that survey made under my supervision.



MILLER

Surveying, Inc.

Residential · Commercial · Municipal  
430 Mid Cities Blvd.  
Hurst, Texas 76054  
817.577.1052 Fax 817.577.0972  
www.MillerSurveying-Inc.com

**RESOLUTION 1630**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HURST, TEXAS APPROVING THE RECIPROCAL EASEMENT AND RESTRICTIVE COVENANT AGREEMENT BETWEEN CN CHURCHILL IV LLC AND THE CITY OF HURST, TEXAS**

**WHEREAS**, the City of Hurst, Texas and CN Churchill IV LLC have previously entered into an Economic Development Agreement; and

**WHEREAS**, the attached Agreement is to the benefit of both parties and to Hurst citizens by providing additional services to enhance the Hurst Conference Center.

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

**SECTION 1. THAT** the findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

**SECTION 2. THAT** the City hereby approves the Agreement, attached hereto as Exhibit "A" and incorporated herein, and the City Manager is hereby authorized to execute same on behalf of the City.

PASSED AND APPROVED this \_\_\_\_\_ day of September 2015, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ nays and \_\_\_\_\_ abstentions, at a regular meeting of the City Council of the City of Hurst, Texas.

**City of Hurst, Texas**

\_\_\_\_\_  
Richard Ward, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Rita Frick, City Secretary

\_\_\_\_\_  
City Attorney

EXHIBIT "A"

**RECIPROCAL EASEMENT AND RESTRICTIVE COVENANT**  
**APPROVED BY RESOLUTION 1630**

THIS RECIPROCAL EASEMENT AND RESTRICTIVE COVENANT AGREEMENT (this "Agreement") is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between CN Churchill IV LLC ("CNC"), and CITY OF HURST ("Hurst").

**RECITALS:**

A. Hurst is the owner of a certain parcel of land more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Hurst Parcel").

B. CNC has purchased from Hurst, and CNC is now the owner of, a certain parcel of land located in Tarrant County, Texas, which land is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "CNC Parcel"). The Hurst Parcel and the CNC Parcel are sometimes singularly referred to as "Parcel" and collectively as "Parcels". Exhibit "C" shows the storm drainage easement and landscape easement, as set out in this Agreement. Exhibit "D" shows the office areas, the parking spaces, the loading dock, the temporary construction easement and the dumpster, as set out in this Agreement.

C. CNC and Hurst desire to establish certain easements and agreements, as set forth below.

NOW, THEREFORE, for and in consideration of the premises hereinabove set forth, the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I. RECIPROCAL EASEMENTS**

1.01 Access Easements.

(a) Hurst hereby grants and conveys to CNC, its customers, employees, agents and invitees (including hotel guests), for the benefit of the CNC Parcel, a non-exclusive, perpetual easement and right-of-way on, across and over all areas of the Hurst Parcel which from time to time are used as vehicular drives, parking areas and pedestrian walkways. Hurst remains responsible for maintenance and repair of those areas.

(b) CNC hereby grants and conveys to Hurst, for the benefit of the Hurst Parcel, a non-exclusive, perpetual easement and right-of-way on, across and over all areas of the CNC Parcel which from time to time are used as vehicular drives, parking areas and pedestrian walkways. CNC remains responsible for maintenance and repair of those areas.

(c) As part of the easements granted above, the parties agree to maintain drives for vehicular access in a good and functional condition.

(d) Each party shall be responsible for maintenance and repair of its own Parcel which includes, but is not limited to, the roads, parking spaces, and structures located thereon, except as set out under "Landscaping Easement" in 1.05(e).

(e) Landscaping Easement. The parties agree that Hurst shall have an easement to maintain landscaping as shown in Exhibit "C."

1.02 Permanent Parking Easement. Hurst hereby grants and conveys to CNC, its customers, employees, agents and invitees, for the benefit of the CNC Parcel, a perpetual easement to park in the underground parking and the parking stack located on the Hurst Parcel, at the locations designated on Exhibit "D", without payment of any fee to Hurst or the Hurst Parcel. No more than thirty five (35) parking spaces shall be in the underground parking as shown in Exhibit "D", the other shared spaces shall be in the parking stack.

1.03 Use of Dumpsters and Loading Dock. Each party hereby grants and conveys to the other party, its customers, employees, agents and invitees, for the benefit of the both parcels, a perpetual easement to use the dumpsters and loading docks. The loading docks and the dumpster are located as shown on Exhibit "D." CNC and Hurst agree to be responsible for the cost that is proportionate to each party's usage of the dumpster. If the parties cannot reach agreement to the proportionate amount of use, each party shall be responsible for one-half the costs associated, including trash service and maintenance and replacement costs.

1.04 Permanent Office Easement. Hurst hereby grants and conveys to CNC, for the benefit of the CNC Parcel, a permanent easement over the portion of land located on the Hurst Parcel designated on Exhibit "D" for construction and use of offices. The easement extends approximately ten feet in height from the surface of the floor of the parking garage and shall not interfere with the Hurst Conference Center, which shall be considered the dominant estate. The parties agree that an aerial / vertical encroachment above ten (10) feet is allowed for the Hurst Conference Center and nothing herein shall disrupt the operation of the Hurst Conference Center.

CNC shall be responsible for all costs of construction, as well as repair and maintenance of such offices. In the event of damage to the offices due solely to the failure of the storm water sewer, Hurst shall repair the offices.

1.05 Temporary Construction Easement. Hurst hereby grants a temporary construction easement, as shown on Exhibit "D", over portions of the Hurst Parcel as necessary or convenient in connection with the construction and repair by CNC of such offices; provided, however, that such easement does not include the right to store materials or equipment (and CNC agrees not to store equipment or materials on the Hurst Parcel). CNC agrees to indemnify and hold harmless Hurst from any and all liability or damages which Hurst may suffer as a result of claims, demands, costs, liens, judgments or awards against the Hurst arising out of or as a result of the use of such temporary construction easement by CNC.

1.06 Storm Drainage Easement. The parties acknowledge that a storm drainage easement exists under the abovementioned Permanent Office Easement and through the CNC Parcel, as depicted in Exhibit "C". As a material consideration for CNC to enter into this Agreement, Hurst agrees that in the event any repair or maintenance is needed with respect to

such storm drainage system which would disrupt the operations of the hotel to be constructed on the CNC Parcel, Hurst shall re-locate the drain on the Hurst Parcel rather than accessing the existing storm drainage system through the CNC Parcel, at Hurst's sole cost and expense. Regular maintenance and repairs which would not disrupt operations would be allowed without relocation of the system.

## ARTICLE II. USE

2.01 Use of Property. Hurst shall be entitled to use the Hurst Property, and CNC shall be entitled to use the CNC Parcel, in any manner that complies with all laws governing the parcels and which does not interfere with the easements described in Article I hereinabove.

2.02 Obligation to Maintain. Hurst agrees to maintain the Hurst Parcel, and CNC agrees to maintain the CNC Parcel, in good and serviceable condition allowing the exercise of the easements granted herein.

## ARTICLE III. DEFAULT; REMEDIES

3.01 Default. A default ("Default") shall be deemed to have occurred hereunder if either party shall breach or fail to perform, observe or meet any covenant or obligation made in this Agreement, and such breach or failure shall not be corrected within ten business days after receipt by the defaulting party (the "Defaulting Party") of notice by the non-defaulting party (the "Non-Defaulting Party") or, in the event such breach or failure cannot be cured within ten business days, if the Defaulting Party shall not have commenced, within said ten day period to cure such breach or failure and diligently pursue such cure to completion.

3.02 Non-defaulting Party's Costs and Expenses. In the event of a Default hereunder, the Non-Defaulting Party shall be entitled to recover from the Defaulting Party and the Defaulting Party shall be obligated to pay to the Non-Defaulting Party (a) all costs and expenses reasonably incurred by the Non-Defaulting Party to cure the default of the Defaulting Party, (b) all damages suffered or incurred by the Non-Defaulting Party by reason of the default of the Defaulting Party, (c) all reasonable attorneys' fees, disbursements and expenses incurred by the Non-Defaulting Party incident to the Non-Defaulting Party's cure of the default and its recovery from the Defaulting Party of any sums due the Non-Defaulting Party hereunder or incident to the exercise by the Non-Defaulting Party of its rights hereunder, and (d) interest on the foregoing sums at the maximum rate allowed by law; provided, however, that if a party alleged to be a Defaulting Party hereunder should prevail in any litigation arising out of its alleged default, the alleged Defaulting Party, and not the Non-Defaulting Party, shall be entitled to the recovery from the Non-Defaulting Party the alleged Defaulting Party's reasonable attorneys' fees and court costs.

## ARTICLE IV. MISCELLANEOUS

4.01 Notices. Any and all notices permitted or required to be given under this Agreement must be in writing and will be deemed to have been properly given and shall be effective (a) upon being personally delivered, (b) one business day after being deposited in the United States mail, postage prepaid, certified with return receipt requested, or (c) one business

day after being deposited on a paid basis with a nationally recognized overnight delivery service. If to the initial parties to this Agreement, any such notice must be addressed as follows:

To CNC:  
643 NE Loop 820  
Richland Hills, Texas 76118  
Attn.: Sanjiv Melwani  
Phone: 972-408-5230

To Hurst:  
City Manager  
1505 Precinct Line Road  
Hurst, Texas  
Phone: 817-788-7027

With a copy, which shall not constitute notice to:  
John Boyle  
Boyle & Lowry  
Attorneys for the City of Hurst  
4201 Wingren, Suite 108  
Irving, Texas 75062-2763  
Phone: 972-650-7100

4.02 Runs with Land; Successors and Assigns. This Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns or all or part of the Parcels. Any transferor shall, upon the consummation of such transfer, be relieved of all further obligations of this Agreement relating to that portion of the property so transferred. This is a private agreement and does not establish or contemplate any dedication of any property or other rights or privileges to the public or any unnamed entity. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns.

4.03 Estoppel. Each party agrees that it will from time to time upon written request by the other party execute and deliver to the other party a written statement addressed to the other party, which statement will confirm that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified) that neither party is in default hereunder (or if the confirming party cannot confirm the Agreement's status, the party will so state).

4.04 Miscellaneous. This Agreement may be amended only by a written amendment executed by all owners of the Parcels. Any indulgence or departure at any time or by any party hereto from any of the provisions hereof or failure to exercise any of its rights and remedies shall not modify the same or relate to the future, or waive future compliance therewith by the other party. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of

which together shall constitute one and the same instrument. This Agreement embodies the complete agreement between the parties hereto. The laws of the State of Texas shall govern the interpretation, validity and enforceability hereof. Venue shall be in Tarrant County, Texas.

4.05 Counterparts. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original and all of which are identical.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CNC:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned on this day personally appeared \_\_\_\_\_(Name), \_\_\_\_\_ (Title) and attested that he is authorized to sign on behalf of CN Churchill IV LLC. \_\_\_\_\_ and proved to me through the presentation of a valid Texas Driver’s License to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. M\_\_\_\_. \_\_\_\_\_ furthermore attested that \_\_\_ is signing this document in \_\_\_ capacity as \_\_\_\_\_ for and on behalf of CN Churchill IV LLC, and that such capacity makes his signature valid and binding to CN Churchill IV LLC

The foregoing Reciprocal Easement and Restrictive Covenant, Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:\_\_\_\_\_

[Continuation of signature pages to Reciprocal Easement and Restrictive Covenant Agreement dated \_\_\_\_\_, 2005]

HURST:

CITY OF HURST

By: \_\_\_\_\_  
Name: Allan Weegar  
Title City Manager

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

The foregoing Reciprocal Easement and Restrictive Covenant, Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, \_\_\_\_\_ of City of Hurst, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

- Exhibit "A" – Property description for Hurst Property
- Exhibit "B" – Property description for CNC Property
- Exhibit "C" Shows storm drainage easement and landscaping easement
- Exhibit "D" – shows office areas, parking spaces, the loading dock, the temporary construction easement and the dumpster

Exhibit A

Hurst Parcel

Lot 4R1A1 and Lot4R1A2, Block 4R University Plaza Addition, being 4.14 acres located at 1601 Campus Drive, Hurst, Tarrant County, Texas. (Formerly Lot 4R1A before replat).



Exhibit B

CNC Parcel

Lot 4R1A, in Block 4R, of University Plaza, an addition to the City of Hurst, Tarrant County, Texas, according to the Map or Plat thereof recorded in/under Doc. No. D209330726, Map/Plat Records, Tarrant County, Texas.

Exhibit "C"

Showing Storm Drainage Easement and Landscaping Easement  
(See attached)

EXHIBIT C

# MILLER

## Surveying, Inc.

Residential • Commercial • Municipal  
430 Mid Cities Blvd. www.millersurvey.net  
Hurst, Texas 76054 TxLSF No. 10100400  
817.577.1052



MILLER SURVEYING  
EST. 1985

TRACT 1R, BLOCK 4, UNIVERSITY PLAZA ADDITION  
VOLUME 388-97, PAGE 54, P.R.T.C.T.

Existing 10' Drainage  
& Utility Easement

Existing 10' Drainage  
& Utility Easement

10' Landscape Easement  
per plat

Existing 10' Drainage, Sidewalk  
& Utility Easement

LOT 4R1A2

Landscaping Easement

CNC Parcel

10.0'

LOT 4R1A2  
LOT 4R1A1

Existing Utility Easement

Storm Drainage Easement  
(See recorded plat for calls)

10' Landscape Easement  
by this plat

CAMPUS DRIVE

Existing 20' Drainage &  
Utility Easement

Existing Drainage &  
Utility Easement

Hurst Parcel

LOT 4R1A1

Existing 10' Drainage &  
Utility Easement

LOT 3, BLOCK 4, UNIVERSITY PLAZA,  
VOLUME 388-145, PAGE 18, P.R.T.C.T.

Existing 10' Drainage, Sidewalk  
& Utility Easement

Existing Utility Easement

Existing 10' Drainage &  
Utility Easement

Existing Firelane Easement

TRACT 5-R, BLOCK 4-R, UNIVERSITY PLAZA,  
VOLUME 388-173, PAGE 6, P.R.T.C.T.

Exhibit D

Showing office areas, parking spaces, the loading dock, the temporary construction easement and  
the dumpster  
(See attached)

EXHIBIT D

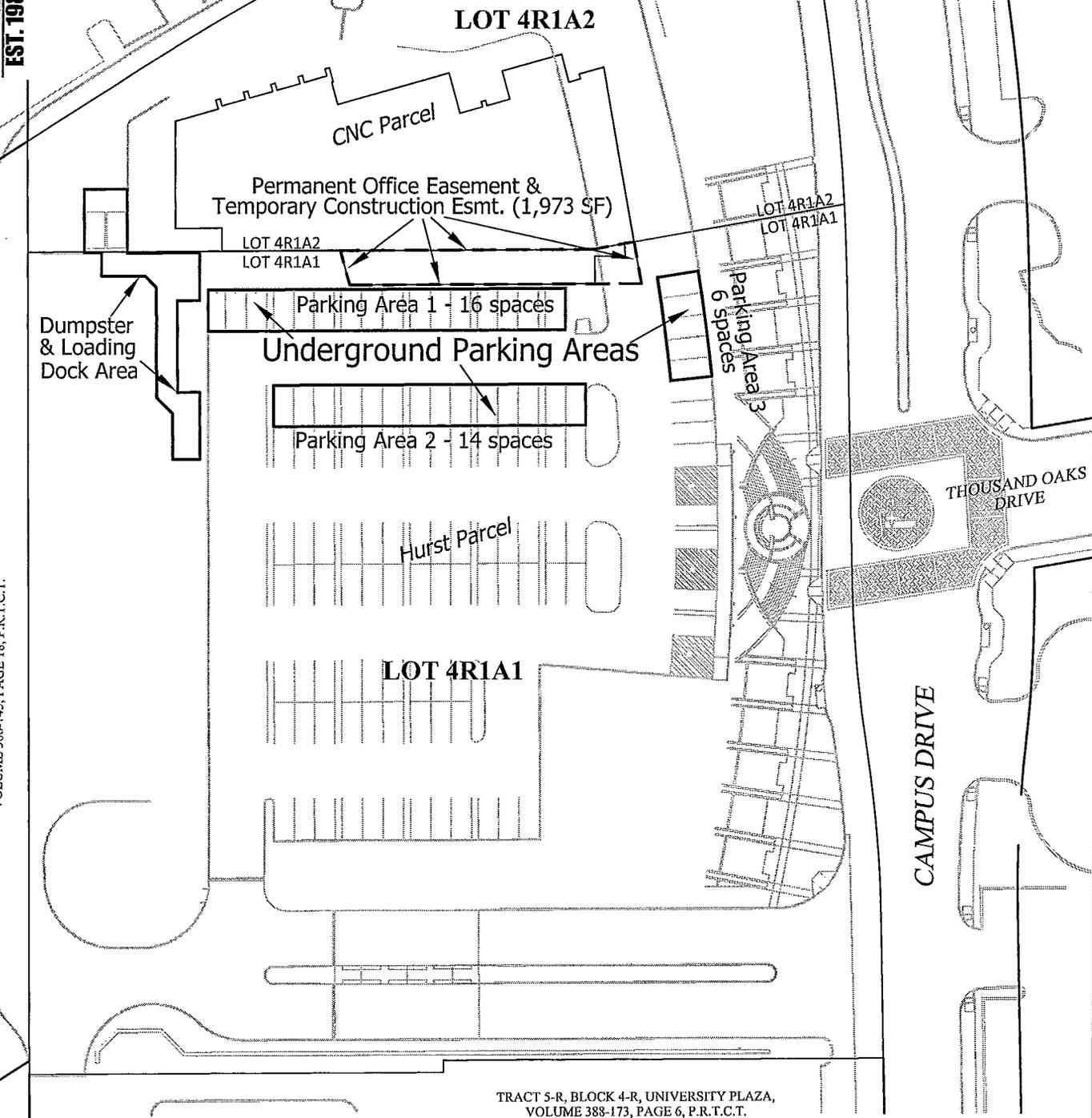
# MILLER

**Surveying, Inc.**

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Hurst, Texas 76054 TxLSF No. 10100400  
817.577.1052

TRACT 1R, BLOCK 4, UNIVERSITY PLAZA ADDITION  
VOLUME 388-97, PAGE 54, P.R.T.C.T.

**MILLER SURVEYING**  
EST. 1985



LOT 1, BLOCK 4, UNIVERSITY PLAZA  
VOLUME 388-145, PAGE 18, P.R.T.C.T.

TRACT 5-R, BLOCK 4-R, UNIVERSITY PLAZA,  
VOLUME 388-173, PAGE 6, P.R.T.C.T.

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter in a Contract with Health Management Systems, Inc. for dependent audit services

Supporting Documents:

Meeting Date: 9/29/2015  
 Department: Human Resources  
 Reviewed by: Matia Messemer  
 City Manager Review:

Background/Analysis:

In efforts to manage rising healthcare expenses, the City has engaged in several cost containment strategies. As an additional cost containment measure, based on analysis and advice from the City's benefits consultant and staff review, it is recommended that the City contract with a third party to complete a review of all dependents on the health plan. The objective is to identify any ineligible dependents on the plan and remove them from the health plan. Staff is recommending that Health Management Systems, Inc. (HMS) be contracted to review all dependents' eligibility for the health plan for \$17,818.00 for up to 907 dependents. The review would begin in early 2016. The project includes a return guarantee of 2:1 with a refund of any shortfall in order to meet this return goal. HMS will work with Human Resources (HR) to create a communication plan and eligibility criterion, and then execute on the plan to request proof of dependent eligibility, review it, and provide a final report to HR of all ineligible dependents who are on the health plan.

Funding and Sources:

The loss reserve fund holds a Fiscal Year 2015-2016 budget of \$17,000 for the dependent eligibility review. The additional \$818.00 will be funded out of the loss reserve fund by reducing wellness expenses.

Recommendation:

Staff recommends City Council authorize the city manager to enter into a Contract with Health Management Systems, Inc. (HMS) for dependent audit services.

City Council Staff Report

<p>SUBJECT: Consider authorizing the city manager to renew the Contract for the Wellness Program Coordinator</p>	
<p>Supporting Documents:</p>	
	<p>Meeting Date: 9/29/2015                  Department: Human Resources                  Reviewed by: Matia Messemer                  City Manager Review:</p>
<p>Background/Analysis:</p>	
<p>The City has contracted an independent contractor to coordinate employee organizational wellness efforts. The contract for the Wellness Program Coordinator has been revised to include assistance with the community-wide wellness initiative, Healthy Hurst. Healthy Hurst will continue to be managed and coordinated by the Recreation Center Manager, and the Wellness Program Coordinator will assist, as needed. The majority of the contract reflects the coordination efforts for the entirety of the employee wellness program. The contract is set at a rate per hour for consultative service not more than \$55,000 in Fiscal Year 2015-2016.</p>	
<p>Funding and Sources:</p>	
<p>The loss reserve fund holds a Fiscal Year 2015-2016 budget of \$55,000 for the Wellness Program Coordinator contract.</p>	
<p>Recommendation:</p>	
<p>Staff recommends City Council authorize the city manager to renew the Contract with the Wellness Program Coordinator.</p>	

## City Council Staff Report

SUBJECT: Consider approval of emergency expenditures at the Hurst Justice Center	
Supporting Documents:	
	Meeting Date: 9/29/2015 Department: Administration Reviewed by: Clay Caruthers City Manager Review:
Background/Analysis:	
<p>The Hurst Justice Center project is nearing completion as the former police building is being remodeled to include the municipal jail and dispatch area. Unfortunately, two unexpected items surfaced during the demolition phase of the former police building. AUI discovered a collapsed sewer line and severed roof drain lines. These items were not identifiable at the beginning of the project. And, the sewer and drainage issues would have needed repair even if a new facility was not constructed. As you may recall, ground water caused foundation issues in the past and staff now believes the sewer and drainage failures were part of the problem. Staff regards these items as emergency repairs separate from the current Justice Center project. As such, new funding is being requested to pay for the emergency repairs. Sewer line work is complete and the roof drainage system is currently under construction.</p>	
Funding and Sources:	
<p>Repair costs for the sewer line are \$87,000 and the repair estimate for the roof drainage system is \$63,750. Funding is available from Anti-Crime Fund reserves. The project architect, Ron Hobbs, is overseeing the design and pricing of the repairs to ensure they meet industry standards.</p>	
Recommendation:	
<p>Staff recommends the City Council approve emergency expenditures to provide for sewer and drainage system repairs at the Hurst Justice Center site, in an amount not to exceed \$150,750.</p>	

## City Council Staff Report

SUBJECT: Consider approval of electrical work at the Hurst Justice Center	
Supporting Documents:	
	Meeting Date: 9/29/2015 Department: Administration Reviewed by: Clay Caruthers City Manager Review:
Background/Analysis:	
<p>The Hurst Justice Center project is nearing completion as the former police building is being remodeled to include the municipal jail and dispatch area. The project team recently discovered that ten additional electrical circuits are required for the Justice Center dispatch area to comply with Tarrant County 911 regulations. In addition, the jail area needs a lighting management system that was not originally included in the scope of the project. Staff presented City Council a separate change order in May 2015 for concrete work. If approved, the cost of this electrical work combined with the original project contingency amount and the concrete change order amount will result in a total project contingency equaling 5.6% of the total approved project. A 5.6% contingency remains well below the 10% contingency that is typically factored into projects presented to Council. Staff is recommending Ed's Electric as the contractor to perform the work. Ed's Electric will perform the work independently and outside of AUI's scope. And, the work will be performed under the specifications included in the City's annual contract with Ed's Electric.</p>	
Funding and Sources:	
<p>Costs to provide the necessary electrical work are estimated at \$59,500. Staff is requesting an additional 10% contingency of \$5,950 for a total cost not to exceed \$65,450. Funding is available from Anti-Crime Fund reserves.</p>	
Recommendation:	
<p>Staff recommends the City Council authorize staff to engage the services of contracted electrician, Ed's Electric, to complete work at the Hurst Justice Center, in an amount not to exceed \$65,450.</p>	

## Future Event Calendar

September 29, 2015

DATE AND TIME	ACTIVITY
Tuesday, September 29, 2015 6:30 p.m.	Regular City Council Meeting City Council Chambers
Monday, October 5, 2015 6:00 p.m. – 8:00 p.m.	Cybersecurity Forum Hurst Conference Center Call 817.788.7027 to register
Tuesday, October 6, 2015	National Night Out
Tuesday, October 13, 2015 6:30 p.m.	Regular City Council Meeting City Council Chambers
Saturday, October 24, 2015 7:00 a.m. – Noon	Good Neighbor Day Bellaire Shopping Center
Tuesday, October 27, 2015 6:30 p.m.	Regular City Council Meeting City Council Chambers
Saturday, October 31, 2015 6:30 p.m.	Good Neighbor Day Bellaire Shopping Center