

**WORK SESSION AGENDA OF THE CITY COUNCIL OF HURST, TEXAS
CITY HALL, 1505 PRECINCT LINE ROAD
FIRST FLOOR CONFERENCE ROOM
TUESDAY, OCTOBER 13, 2015 – 5:30 P.M.**

I. Call to Order

II. Informational Items

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

Conduct a public hearing to consider SP-15-13 Tarrant County Northeast Courthouse, a site plan revision for signage only on Lot 1, Block 1, NE Tarrant County Plaza, being 5.5 acres located at 645 Grapevine Highway

Consider Ordinance 2300, first reading, SP-15-13 Tarrant County Northeast Courthouse, a site plan revision for signage only on Lot 1, Block 1, NE Tarrant County Plaza, being 5.5 acres located at 645 Grapevine Highway

Michelle Lazo

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

Conduct a public hearing to consider SP-15-04 Royal Residency Estates, a site plan for Lot 3R, Block 1, Whiteman Addition, being 2.59 acres located at 312 E. Pecan Street

Consider Ordinance 2301, first reading, SP-15-04 Royal Residency Estates, a site plan for Lot 3R, Block 1, Whiteman Addition, being 2.59 acres located at 312 E. Pecan Street

Michelle Lazo

V. Discussion of Agenda Item(s) 12

Consider Resolution 1631 nominating persons for election to the Tarrant Appraisal District Board of Directors

Rita Frick

VI. Discussion of Agenda Item(s) 13

Consider authorizing the city manager to enter into the second one-year extension to a Professional Facilitations Agreement with The Management Connection

Rita Frick

VII. Discussion of Agenda Item(s) 14

Consider authorizing the city manager to enter into an Interlocal Cooperation Agreement between the North Central Texas Council of Governments and the City of Hurst for Operation of Commuter Rail Service for FY 2014 through 2016

Clay Caruthers

VIII. Adjournment

Posted by: _____

This the 9th day of October 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, OCTOBER 13, 2015**

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)

CALL TO ORDER

INVOCATION (Councilmember Henry Wilson)

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. Consider approval of the minutes for the September 29, 2015 City Council meetings
2. Consider canceling the November 24, 2015 and December 22, 2015 regular City Council meetings
3. Consider authorizing the city manager to enter into a Contract with Ballard Tree Services for tree and shrub maintenance
4. Consider authorizing the city manager to enter into an Agreement with the Texas Water Development Board for grant funding participation in the Flood Protection Planning Study for Valley View Branch Watershed
5. Consider authorizing the city manager to enter into an Interlocal Purchasing Agreement with the City of Grand Prairie
6. Consider authorizing the city manager to enter into a Purchase Agreement with Integrated Forensic Laboratories for evidence processing services
7. Consider authorizing the city manager to enter into a Purchase Agreement with Red The Uniform Tailor for Police Department uniforms and equipment

PUBLIC HEARING(S) AND RELATED ITEM(S)

8. Conduct a public hearing to consider SP-15-13 Tarrant County Northeast Courthouse, a site plan revision for signage only on Lot 1, Block 1, NE Tarrant County Plaza, being 5.5 acres located at 645 Grapevine Highway
9. Consider Ordinance 2300, first reading, SP-15-13 Tarrant County Northeast Courthouse, a site plan revision for signage only on Lot 1, Block 1, NE Tarrant County Plaza, being 5.5 acres located at 645 Grapevine Highway

10. Conduct a public hearing to consider SP-15-04 Royal Residency Estates, a site plan for Lot 3R, Block 1, Whiteman Addition, being 2.59 acres located at 312 E. Pecan Street
11. Consider Ordinance 2301, first reading, SP-15-04 Royal Residency Estates, a site plan for Lot 3R, Block 1, Whiteman Addition, being 2.59 acres located at 312 E. Pecan Street

RESOLUTION

12. Consider Resolution 1631 nominating persons for election to the Tarrant Appraisal District Board of Directors

ACTION ITEM(S)

13. Consider authorizing the city manager to enter into the second one-year extension to a Professional Facilitations Agreement with The Management Connection
14. Consider authorizing the city manager to enter into an Interlocal Cooperation Agreement between the North Central Texas Council of Governments and the City of Hurst for Operation of Commuter Rail Service for FY 2014 through 2016

OTHER BUSINESS

15. Review of the following advisory board meeting minutes:
 - HEB Teen Court Advisory Board
 - Library Board
 - Parks and Recreation Board
 - Senior Citizens Advisory Board
 - Traffic Safety Commission
 - Planning and Zoning Commission
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 9th day of October 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 29, 2015

On the 29th day of September 2015, at 5:42 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 |
| Jeff Jones |) | Assistant City Manager |
| Clay Caruthers |) | Assistant City Manager |
| Rita Frick |) | City Secretary |
| Matia Messemer |) | Executive Director of Human Resources |
| Michelle Lazo |) | Managing 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 5:42 p.m.

- II. Informational Items** – City Manager Allan Weegar briefed Councilmembers regarding a request to the City of North Richland Hills and the City of Fort Worth for assistance in establishing quiet zones on the railroad tracks near Precinct Line Road and Glade Road and Precinct Line Road and Highway 10. He also noted staff will bring forward, for Council’s consideration, the cancellation of the second meetings in November and December and to hold a work session on October 20, 2015, to discuss several ordinance amendments. Mr. Weegar also noted staff is finalizing the newcomers guide.

City Manager Allan Weegar noted staff does not plan to provide another presentation on Agenda Items 6, 7, 8 and 9 unless Council wishes a review.

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.

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.

City Manager Allan Weegar briefed Councilmembers on the revised plat and resolution distributed to Council this evening, noting the legal description change and the resolution number on the plat.

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.

City Manager Allan Weegar briefed Councilmembers on the proposed resolution, noting the resolution ties the agreement with CN Churchill, for the Hilton Garden Inn, to the plat discussed under Agenda Item 10.

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.

Executive Director of Human Resources Matia Messemer briefed Councilmembers on the proposed contract for dependent audit services and the renewal contract for the Wellness Program Coordinator.

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.

City Manager Allan Weegar briefed Councilmembers on the emergency expenditures at the Justice Center and the proposed electrical work needed for the new jail system.

VIII. Adjournment

The work session adjourned at 6:26 p.m.

APPROVED this the 13th day of October 2015.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Richard Ward, Mayor

**City of Hurst
City Council Minutes
Tuesday, September 29, 2015**

On the 29th 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 |) | Assifstant City Manager |
| Rita Frick |) | City Secretary |
| Michelle Lazo |) | Managing Director of Development |
| Matia Messemmer |) | Executive Director of Human Resources |

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 David Booe gave the Invocation.

The Pledge of Allegiance was given.

CONSENT AGENDA

1. Considered approval of the minutes for the September 8, 2015 City Council meetings.
2. Considered 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. Considered authorizing the city manager to enter into an Interlocal Agreement for electronic warrant payment services.
4. Considered authorizing the City Manager to enter into a renewal Agreement with Tarrant County for Pipeline Road construction.
5. Considered authorizing the city manager to renew the Contract with The Aldridge Company for off site computer backup services.

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

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

No: None

BUDGET RELATED ITEM(S)

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

Councilmember Wilson moved to pass Ordinance 2296(a) on second reading. Motion seconded by Councilmember Holzer. Motion prevailed by the following vote:

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

No: None

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

Councilmember Wilson moved to pass Ordinance 2296(b) on second reading. Motion seconded by Councilmember Holzer. Motion prevailed by the following vote:

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

No: None

8. Considered Ordinance 2297, second reading, setting the tax rate for the 2015 tax year.

Councilmember Holzer moved to pass Ordinance 2297 on second reading. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

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

No: None

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

Councilmember Welton moved to pass Ordinance 2298 on second reading. Motion seconded by Councilmember McLendon. Motion prevailed by the following vote:

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

No: None

PLAT(S)

10. Considered 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.

Mayor Ward recognized City Manager Allan Weegar who stated staff reviewed the proposed plat and it meets all platting requirements. He stated that Agenda Item 11 is actually part of the plat, but must be considered separately. He stated applicant Sanjiv Melwani with the CN Churchill Group will present this item. Mr. Melwani provided an overview of the replat necessary to the construction of the Hilton Garden Inn. He explained the replat provided for an easement agreement with very specific rules and regulations for the sharing of parking and loading dock, etc. City Manager Weegar provided additional information regarding the hotel offices, drainage and parking for the hotel. He stated all the connectivity is outlined in the agreement to be considered as the next agenda item.

Councilmember Wilson moved to approve P-15-05 University Plaza Addition. Motion seconded by Councilmember Holzer. Motion prevailed by the following vote:

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

No: None

RESOLUTION(S)

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

Mayor Ward recognized Assistant City Manager Jeff Jones who stated most of the major points of the agreement were covered during the discussion of the previous agenda item. He stated the proposed resolution number will be listed on the replat and filed with the County. He noted the perpetual office easement under the conference center building, the 35 parking spaces allocated for Hilton Garden Inn guests and sharing of the dumpster pad. Mr. Jones also reviewed the landscape agreement.

Councilmember McLendon moved to approve Resolution 1630 approving the Reciprocal Easement and Restrictive Covenant Agreement between CN Churchill IV LLC and the City. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

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

No: None

ACTION ITEM(S)

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

Mayor Ward recognized Executive Director of Human Resources Matia Messemer who reviewed the proposed contract for dependent audit services. In response to Councilmembers' questions, Ms. Messemer explained the documentation to be provided and options for individuals who might not be eligible for the City's plan.

Mayor Ward recognized Mr. Gary Waldron, 1905 Hurstview Drive, Hurst, Texas, who recommended the Council consider a surcharge for spousal coverage if they are available for another plan.

Councilmember Welton moved to authorize the city manager to enter into a Contract with Health Management Systems, Inc. (HMS) for dependent audit services. Motion seconded by Councilmember Kitchens. Motion prevailed by the following vote:

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

13. Considered authorizing the city manager to renew the Contract for the Wellness Program Coordinator.

Mayor Ward recognized Executive Director of Human Resources Matia Messemer who reviewed the two changes to the proposed Wellness Program Coordinator's contract and introduced Wellness Coordinator Esther White. Ms. White provided a five year summary of the programs and number of employees and spouses seen since 2010. She reviewed the various methods of communication and education utilized to encourage overall wellness. Ms. White reviewed the City's return on investment noting the City's healthcare costs have been directly contained and that the wellness program is an asset for employee retention. City Manager Allan Weegar also noted the upcoming efforts toward reducing tobacco usage.

Councilmember Kitchens moved to authorize the city manager to renew the Contract with the Wellness Program Coordinator. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

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

14. Considered approval of emergency expenditures at the Hurst Justice Center.

Mayor Ward recognized City Manager Allan Weegar who reviewed previous contingency expenditures for the Justice Center and the unforeseen sewer collapse and roof drains drainage issues. He explained that the two emergency items total \$150,750, with \$87,000 for the sewer line repair and \$63,750 for the drainage repairs.

Councilmember Wilson moved to 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. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

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

15. Considered approval of electrical work at the Hurst Justice Center.

Mayor Ward recognized City Manager Allan Weegar who explained this item is related to the Justice Center electrical system. He stated, initially, it was not determined a new electrical system was necessary for the new jail, but have since discovered the system requires additional circuits. Mr. Weegar stated staff is recommending Ed's Electric perform the work, which will be done independently and outside of AUI's scope.

Councilmember Booe moved to authorize staff to engage the services of Ed's Electric, to complete the work at the Hurst Justice Center, in an amount not to exceed \$65,450. Motion seconded by Councilmember Kitchens. Motion prevailed by the following vote:

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

OTHER BUSINESS

16. Review of upcoming calendar items – City Manager Allan Weegar noted the Monday, October 5, 2015 Cybersecurity Forum at the Hurst Conference Center, and Councilmember Kitchens reviewed the Conference and Public Forum agenda.
17. City Council Reports – Mayor Ward and Councilmembers Welton, Kitchens, Wilson and Booe provided reports regarding the recently attended Texas Municipal League Conference.

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

Mayor Ward recessed the meeting at 7:54 p.m. to Executive Session in Compliance with the provisions of the Texas Open Meetings Law, authorized by Government Code, 551.087 deliberation and conducting of economic development negotiations regarding financial information relative to prospective business expansion in the City and reconvened to open session at 8:06 p.m.

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

Councilmember Kitchens moved that the City Council approve Exhibit “B”, attached hereto, effective September 11, 2012, nunc pro tunc and incorporates same into the Joint Use Agreement between Heritage Village Senior Living, Ltd., a Texas Limited Partnership by HVSL Venture, L.L.C., a Texas Limited Liability company, as its General Partner, and the City of Hurst, Texas, as referenced in Section 3 of said Agreement recorded 10/4/2012 at 10:56 a.m. D212245641 electronically recorded in the Official Public Records of Tarrant County, Texas. Motion seconded by Councilmember Wilson. Motion prevailed by the following vote:

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

Councilmember Wilson moved to amend the 380 Agreement, with IFLY, to reduce the size of the building and value of six million and size reduction to 5,000 square feet. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

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

ADJOURNMENT

The meeting adjourned at 8:08 p.m.

APPROVED this the 13th day of October 2015.

ATTEST:

APPROVED:

Rita L. Frick, City Secretary

Richard Ward, Mayor

City Council Staff Report

| | |
|---|---|
| <p>SUBJECT: Consider canceling the November 24, 2015 and December 22, 2015 regular City Council meetings</p> | |
| <p>Supporting Documents:</p> | |
| | <p>Meeting Date: 10/13/2015 Department: Legislative and Judicial Services Reviewed by: Rita Frick City Manager Review:</p> |
| <p>Background/Analysis:</p> | |
| <p>This item provides for City Council to consider canceling the November 24, 2015 and December 22, 2015 regular City Council meetings.</p> | |
| <p>Funding and Sources:</p> | |
| <p>There is no fiscal impact.</p> | |
| <p>Recommendation:</p> | |
| <p>Staff recommends the City Council cancel the November 24, 2015 and December 22, 2015 regular City Council meetings.</p> | |

City Council Staff Report

SUBJECT: Consider award of Citywide Contract with Ballard Tree Services for Tree and Shrub Maintenance Services

Supporting Documents:

Meeting Date: 10/13/2015
 Department: Community Services
 Reviewed by: Allan Heindel
 City Manager Review:

Background/Analysis:

The City has had continued success with annual maintenance contracts for mowing, irrigation, painting services, and cleaning facilities. The contracting of tree and shrub maintenance services allows the Division to focus on detailed park maintenance tasks, ongoing landscape improvements, and special events support. In addition, it alleviates the Division from costly, dangerous and labor-intensive work, while allowing a private sector company to supply this particular service in a more efficient manner and on an as-needed basis. At this time, the citywide tree and shrub maintenance services contract is up for re-bidding.

A set of specifications and bid documents were developed that included tree and shrub removal, trimming, pruning, and stump grinding. The specifications and bid documents were bid following the standard City purchasing procedures. The documents were advertised and distributed to tree and shrub maintenance services companies with four companies submitting sealed bids. After a full review, Ballard Tree Services submitted the lowest qualified bid for tree and shrub maintenance services. Ballard Tree Services is the City's current tree and shrub maintenance contractor and has an excellent working relationship with the City.

Funding and Sources:

It is estimated that the Parks Department will require approximately \$40,000 per year for this service. Base funding for this contract has been identified in the Parks Division's Operating Budgets.

Recommendation:

It is recommended the City Council authorize the city manager to enter into an annual Contract, with Ballard Tree Services, for tree and shrub maintenance services, with the option to renew for four additional twelve month periods.

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into an Agreement with the Texas Water Development Board for grant funding participation in the Flood Protection Planning Study for Valley View Branch Watershed

Supporting Documents:

Agreement

Meeting Date: 10/13/2015

Department: Public Works

Reviewed by: Ron Haynes

City Manager Review:

Background/Analysis:

On July 12, 2015, the Texas Water Development Board (TWDB) authorized acceptance of the 50/50 flood protection planning grant application the City Council approved in Resolution 1610 early this year. The proposed study will basically be a master drainage study for the Valley View Branch Watershed. It will be a report that evaluates flood prone properties and infrastructure within the project area, formulates and analyzes conceptual alternative solutions that will reduce or eliminate flooding problems, and outline prudent floodplain management processes. This will serve as the second phase of the City-Wide Master Drainage Plan. Phase 1 was Lorean Branch Watershed and was completed in 2013 by Halff Associates, Inc.

The Interlocal Agreement for reimbursement of a portion of the cost with the cities of Fort Worth and Bedford was approved by Council at the September 8, 2015 meeting. The attached agreement is with the TWDB and formalizes the contract for the 50/50 grant participation by the TWDB.

Funding and Sources:

Sufficient funds of \$52,500 were budgeted this year in the Storm Water Management Fund for Hurst's share of the proposed engineering study cost (Project 6415-002).

Recommendation:

Staff recommends City Council authorize the city manager to enter into an Agreement with the Texas Water Development Board for the funding participation in the Flood Protection Planning Study for Valley View Branch Watershed .

STATE OF TEXAS

TWDB Contract No. 1548321879

COUNTY OF TRAVIS

Research and Planning Fund
Flood Protection Planning

CITY OF HURST

THIS Contract, (hereinafter "CONTRACT"), between the Texas Water Development Board (hereinafter "TWDB") and the CONTRACTOR (hereinafter "CONTRACTOR"), is composed of two parts, SECTION I - SPECIFIC CONDITIONS AND EXCEPTIONS TO THE STANDARD AGREEMENT and SECTION II - STANDARD AGREEMENT.

**SECTION I - SPECIFIC CONDITIONS AND EXCEPTIONS TO
STANDARD AGREEMENT**

ARTICLE I DEFINITIONS

For the purposes of this CONTRACT, the following terms or phrases shall have the meaning ascribed therewith:

1. TWDB - The Texas Water Development Board, or its designated representative
2. CONTRACTOR – City of Hurst
3. EXECUTIVE ADMINISTRATOR - The Executive Administrator of the TWDB or a designated representative
4. PARTICIPANT(S) – Cities of Hurst, Fort Worth, and Bedford
5. REQUIRED INTERLOCAL AGREEMENT(S) – Interlocal Agreement between the Cities of Hurst, Fort Worth, and Bedford
6. TWDB APPROVAL DATE –July 2, 2015
7. PLANNING AREA – Flood Protection Planning The project area is more specifically defined in Exhibit A (the original grant application).
8. DEADLINE FOR CONTRACT EXECUTION – October 14, 2015
9. CONTRACT INITIATION DATE –July 2, 2015
10. STUDY COMPLETION DATE – January 31, 2017
11. EXPIRATION DATE– July 1, 2017

12. TOTAL STUDY COSTS – \$123,000.00
13. TWDB SHARE OF THE TOTAL STUDY COSTS- the lesser of \$61,500.00 or 50 percent of the total study costs.
14. LOCAL SHARE OF THE TOTAL STUDY COSTS - \$61,500.00 in cash and/or in-kind contributions or 50 percent of the total study costs.
15. PAYMENT REQUEST SCHEDULE –Quarterly
16. OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT OF THIS CONTRACT – N/A

SECTION II - STANDARD AGREEMENT

ARTICLE I RECITALS

Whereas, the CONTRACTOR applied to the TWDB, Austin, Texas for a planning grant to develop a flood protection plan;

Whereas, the CONTRACTOR and PARTICIPANT will commit cash and/or in-kind services to pay for the LOCAL SHARE OF THE TOTAL STUDY COSTS of this planning project;

Whereas, the CONTRACTOR is the entity who will act as administrator of the TWDB's planning grant and will be responsible for the execution of this CONTRACT;

Whereas, on the TWDB APPROVAL DATE, the Texas Water Development Board approved the CONTRACTOR's application for financial assistance;

Now, therefore, the TWDB and the CONTRACTOR, agree as follows:

ARTICLE II PROJECT DESCRIPTION AND SERVICES TO BE PERFORMED

1. The TWDB enters into this CONTRACT pursuant to Water Code §15.405, Subchapter A; **EXHIBIT A**, ORIGINAL GRANT APPLICATION; **EXHIBIT B**, SCOPE OF WORK; **EXHIBIT C**, TASK AND EXPENSE BUDGETS; **EXHIBIT D**, GUIDELINES FOR AUTHORS SUBMITTING CONTRACT REPORTS TO THE TEXAS WATER DEVELOPMENT BOARD, and **EXHIBIT E**, TWDB GUIDELINES FOR A PROGRESS REPORT which are incorporated herein and made a permanent part of this CONTRACT; and this CONTRACT.

2. The CONTRACTOR will prepare a flood protection plan for the PLANNING AREA, as delineated and described in **EXHIBIT A**, according to the Scope of Work contained in **EXHIBIT B**.

3. The CONTRACTOR shall establish formal, direct, and continuous liaisons with all cities, counties, councils of governments, river authorities, and all applicable state agencies, districts, federal agencies, including the appropriate project directors of the U.S. Army Corps of Engineers, and other governmental entities having flood protection responsibility within the PLANNING AREA, and community leaders in the PLANNING AREA for the purpose of coordinating the scope of work and flood protection plan with all existing studies, plans, or activities for the purpose of providing information and obtaining available data for the development of the flood protection plan. The planning will be coordinated with the Federal Emergency Management Agency (FEMA) National Flood Insurance Program and all relevant flooding and drainage protection studies and activities, which will also be reviewed as information for the development of this flood protection plan. It will also be the responsibility of the CONTRACTOR to solicit comments from the general public as to the content of this flood protection planning

project.

4. The CONTRACTOR will coordinate the flood protection plan with the existing plans and policies of the entities listed above, the Texas Commission on Environmental Quality (TCEQ), and any other affected entities.
5. The CONTRACTOR will hold public meetings with the PARTICIPANTS, consultants, local entities, the TWDB, and any interested parties, to describe the planning study and to solicit input and comments from the affected public. The public meetings shall be conducted in accordance with the Texas Open Meeting Act and held as determined by the CONTRACTOR and TWDB; but at a minimum, at the commencement of the study, near the mid-point of the study, and upon completion of the draft final report. Input and comments received from the public shall be considered for incorporation into the final report.

ARTICLE III CONTRACT TERM, SCHEDULE, REPORTS, AND OTHER PRODUCTS

1. The CONTRACTOR has until the DEADLINE FOR CONTRACT EXECUTION to execute this CONTRACT and to provide acceptable evidence of any REQUIRED INTERLOCAL AGREEMENTS and the CONTRACTOR's ability to provide the LOCAL SHARE OF THE TOTAL STUDY COSTS, if applicable, to the EXECUTIVE ADMINISTRATOR for approval or the TWDB's SHARE OF THE TOTAL STUDY COSTS will be rescinded.
2. The term of this CONTRACT shall begin and the CONTRACTOR shall begin performing its obligations hereunder on the CONTRACT INITIATION DATE and shall expire on the EXPIRATION DATE. Delivery of an acceptable final report prior to the EXPIRATION DATE shall constitute completion of the terms of this CONTRACT.
3. A progress report, including results to date, will be provided to the EXECUTIVE ADMINISTRATOR according to the PAYMENT REQUEST SCHEDULE throughout the project. Special interim reports on special topics and/or results will be provided as appropriate. Instructions for the progress report are shown in **EXHIBIT E**, TWDB GUIDELINES FOR A PROGRESS REPORT.
4. The CONTRACTOR will complete the SCOPE OF WORK (**EXHIBIT B**) and will deliver four (4) double-sided copies of a draft final report, two (2) electronic copies of the entire draft final report (one in Portable Document Format (PDF) and one in Microsoft Word format) to the EXECUTIVE ADMINISTRATOR no later than the STUDY COMPLETION DATE. The draft final report will include the Scope of Work; a description of the research performed; the methodology and materials used; any diagrams or graphics used to explain the procedures related to the study; any data collected; an electronic copy of any computer programs, maps, or models along with an operations manual and any sample data set(s) developed under the terms of this CONTRACT;

analysis of the research results; conclusions and recommendations; a List of References, a Table of Contents, List of Figures, List of Tables, an Executive Summary, and any other pertinent information. All final reports should be prepared according to **EXHIBIT D, GUIDELINES FOR AUTHORS SUBMITTING CONTRACT REPORTS TO THE TEXAS WATER DEVELOPMENT BOARD**. After a 45-day review period, the EXECUTIVE ADMINISTRATOR will return review comments to the CONTRACTOR.

5. The CONTRACTOR will consider incorporating comments from the EXECUTIVE ADMINISTRATOR and other commentors on the draft final report into a final report. The CONTRACTOR will include a copy of the EXECUTIVE ADMINISTRATOR's comments in the final report. The CONTRACTOR will submit one (1) electronic copy of the entire FINAL REPORT in Portable Document Format (PDF) and seven (7) bound double-sided copies of the final report to the EXECUTIVE ADMINISTRATOR no later than one hundred and twenty (120) days after the STUDY COMPLETION DATE. The CONTRACTOR will submit one (1) electronic copy of any computer programs or models and an operations manual developed under the terms of this CONTRACT. In compliance with Texas Administrative Code, Title 1, Part 10, Chapters 206 and 213 (related to Accessibility and Usability of State Web Sites), the digital copy of the final report will comply with the requirements and standards specified in statute. After a 30-day review period, the EXECUTIVE ADMINISTRATOR will either accept or reject the final report. If the final report is rejected, the rejection letter sent to the CONTRACTOR shall state the reasons for rejection and the steps the CONTRACTOR need to take to have the final report accepted and the retainage released. An extension of the CONTRACT will be prepared if necessary to allow time for the CONTRACTOR to resubmit the FINAL REPORT.
6. The EXECUTIVE ADMINISTRATOR can extend the STUDY COMPLETION DATE and the EXPIRATION DATE upon written approval. The CONTRACTOR should notify the EXECUTIVE ADMINISTRATOR in writing within ten (10) working days prior to the COMPLETION DATE or thirty (30) days prior to the EXPIRATION DATE that the CONTRACTOR is requesting an extension to the respective dates.

ARTICLE IV COMPENSATION, REIMBURSEMENT AND REPAYMENT

1. The TWDB agrees to compensate and reimburse the CONTRACTOR in a total amount not to exceed the TWDB's SHARE OF THE TOTAL STUDY COSTS for costs incurred and paid by the CONTRACTOR pursuant to performance of this CONTRACT. The CONTRACTOR will contribute local matching funds, if applicable, in sources and amounts defined as the LOCAL SHARE OF THE TOTAL STUDY COSTS. The TWDB shall reimburse the CONTRACTOR for ninety percent (90%) of the TWDB's share of each invoice pending the CONTRACTOR's performance, completion of a Final Report, and written acceptance of said Final Report

by the EXECUTIVE ADMINISTRATOR, at which time the TWDB shall pay the retained ten percent (10%) to the CONTRACTOR.

2. The CONTRACTOR shall submit payment requests and documentation for reimbursement billing according to the PAYMENT REQUEST SCHEDULE and in accordance with the approved task and expense budgets contained in **EXHIBIT C** of this CONTRACT. The CONTRACTOR has budget flexibility within task and expense budget categories to the extent that the resulting change in amount in any one task or expense category does not exceed 35% of the total amount for the task or category as authorized by this CONTRACT. Larger deviations shall require approval by the EXECUTIVE ADMINISTRATOR or designee which will be documented through an Approved Budget Memorandum to the TWDB contract file. The CONTRACTOR will be required to provide written explanation for the overage and reallocation of the task and expense amounts.

For all reimbursement requests, including any subcontractor's expenses, the EXECUTIVE ADMINISTRATOR must have determined that the REQUIRED INTERLOCAL AGREEMENT(S) and contracts or agreements between the CONTRACTOR and the subcontractors are consistent with the terms of this CONTRACT. The CONTRACTOR is fully responsible for paying all charges by subcontractors prior to reimbursement by the TWDB.

3. The CONTRACTOR and its subcontractors shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR. Accounting by the CONTRACTOR and its subcontractors shall be in a manner consistent with Generally Accepted Accounting Principles (GAAP).
4. By executing this CONTRACT, the CONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this CONTRACT. The CONTRACTOR shall comply with and cooperate in any such investigation or audit. The CONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The CONTRACTOR also agrees to include a provision in any subcontracts related to this contract that requires the subcontractors to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontracts.
5. The CONTRACTOR shall provide to the EXECUTIVE ADMINISTRATOR written documentation of the TOTAL STUDY COSTS for the reporting period for reimbursement by the TWDB to the CONTRACTOR for the TWDB's SHARE OF THE TOTAL STUDY COSTS (Written documentation shall be submitted even if the TOTAL STUDY COSTS for the period is ZERO). The CONTRACTOR shall submit the following:

- a. Completed and Signed Payment Request Checklist which includes the following:
 - i. TWDB CONTRACT Number;
 - ii. Billing period; beginning (date) to ending (date);
 - iii. Total Expenses for this period;
 - iv. Total In-kind services;
 - v. Less Local Share of the total study costs for the billing period;
 - vi. Total TWDB's share of the total study costs for the billing period;
 - vii. Amount of retainage to be withheld for the billing period;
 - viii. Total costs to be reimbursed by the TWDB for the billing period; and
 - ix. Certification, signed by the CONTRACTOR's authorized representative, that the expenses submitted for the billing period are a true and correct representation of amounts paid for work performed directly related to this CONTRACT.
 - b. For direct expenses incurred by the CONTRACTOR other than subcontracted work:
 - i. A spreadsheet showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category including labor, fringe, overhead, travel, and other expenses; and
 - ii. Copies of detailed, itemized invoices/receipts for other expenses (credit card summary receipts or statements are not acceptable)
 - c. For direct expenses incurred by the CONTRACTOR for subcontracted work:
 - i. Copies of invoices from the subcontractors to the CONTRACTOR and proof of payment;
 - ii. A spreadsheet showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category including labor, fringe, overhead, travel, and other expenses; and
 - iii. Copies of detailed, itemized invoices/receipts for other expenses (credit card summary receipts or statements are not acceptable)
 - d. For travel expenses for the CONTRACTOR and/or subcontractors –
 - i. Names, dates, work locations, time periods at work locations, itemization of subsistence expenses of each employee, limited, however, to travel expenses authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2013, Article IX, Part 5, as amended or superceded. Receipts required for lodging;
 - ii. Copies of invoices or receipts for transportation costs or, if mileage costs, names, dates, and points of travel of individuals; and
 - iii. All other reimbursable travel expenses -- invoices or purchase vouchers showing reason for expense with receipts to evidence the amount incurred.
 - e. A progress report as described in **Article III, Paragraph 3.**
6. Reimbursement Requests that lack required documentation will be denied or short paid if deficiencies are not resolved within ten (10) business days. Denied Reimbursement Requests or eligible expenses that were short paid must be resubmitted by the CONTRACTOR with the required documentation to be reconsidered for reimbursement.

7. If for some reason the reimbursement request cannot be processed due to the need for an amendment to the CONTRACT, the CONTRACTOR will be required to resubmit the Payment Request Checklist dated after the execution of the amendment.
8. The CONTRACTOR is responsible for any food or entertainment expenses incurred by its own organization or that of its subcontractors, outside that of eligible travel expenses authorized and approved by the State of Texas under this CONTRACT.
9. The CONTRACTOR is responsible for submitting any final payment request and documentation for reimbursement, along with a request to release any retained funds, no later than 120 days following the EXPIRATION DATE. Failure to submit a timely final payment request may result in the release of the retained funds to the CONTRACTOR and a lapse and closure of any other remaining funding under this CONTRACT.

**ARTICLE V INTELLECTUAL PROPERTY: OWNERSHIP, PUBLICATION,
 AND ACKNOWLEDGEMENT**

1. “For purposes of this Article, “CONTRACTOR Works” are work products developed by the CONTRACTOR and subcontractors using funds provided under this CONTRACT or otherwise rendered in or related to the performance in whole or part of this CONTRACT, including but not limited to reports, drafts of reports, or other material, data, drawings, studies, analyses, notes, plans, computer programs and codes, or other work products, whether final or intermediate.
 - a. It is agreed that all CONTRACTOR Works shall be the joint property of the TWDB and the CONTRACTOR.
 - b. The parties hereby agree that, if recognized as such by applicable law, the CONTRACTOR Works are intended to and shall be works-made-for-hire with joint ownership between the TWDB and the CONTRACTOR as such works are created in whole or part.
 - c. If the CONTRACTOR Works do not qualify as works-made-for-hire under applicable law, the CONTRACTOR hereby conveys co-ownership of such works to the TWDB as they are created in whole or part. If present conveyance is ineffective under applicable law, the CONTRACTOR agree to convey a co-ownership interest of the CONTRACTOR Works to the TWDB after creation in whole or part of such works, and to provide written documentation of such conveyance upon request by the TWDB.
 - d. The TWDB and the CONTRACTOR acknowledge that the copyright in and to a copyrightable CONTRACTOR Works subsists upon creation of the CONTRACTOR Works and its fixing in any tangible medium. The CONTRACTOR or the TWDB may register the copyrights to such Works jointly in the names of the CONTRACTOR and the TWDB.
 - e. The TWDB and the CONTRACTOR each shall have full and unrestricted rights to use a CONTRACTOR Works with No Compensation Obligation.

2. For purposes of this Article, “Subcontractor Works” include all work product developed in whole or part by or on behalf of subcontractors engaged by the CONTRACTOR to perform work for or on behalf of any CONTRACTOR under this CONTRACT (or by the subcontractor’s subcontractors hereunder, and so on). The CONTRACTOR shall secure in writing from any subcontractor so engaged:
 - a. Unlimited, unrestricted, perpetual, irrevocable, royalty-free rights of the TWDB and, if desired, of the CONTRACTOR to access and receive, and to use, any and all technical or other data or information developed in or resulting from the performance of services under such engagement, with No Compensation Obligation; and either
 - b. Assignment by the subcontractors to the TWDB and, if desired by them, jointly to the CONTRACTOR of ownership (or joint ownership with the subcontractors) of all Subcontractor Works, with No Compensation Obligation; or
 - c. Subcontractors must grant a non-exclusive, unrestricted, unlimited, perpetual, irrevocable, world-wide, royalty-free license to the TWDB and, if desired by them, the CONTRACTOR may use any and all Subcontractor Works, including the right to sublicense use to third parties, with No Compensation Obligation.
3. “Use” of a work product, whether a CONTRACTOR Works, a Subcontractor Works or otherwise, shall mean and include, without limitation hereby, any lawful use, copying or dissemination of the work product, or any lawful development, use, copying or dissemination of derivative works of the work product, in any media or forms, whether now known or later existing.
4. “No Compensation Obligation” shall mean there is no obligation on the part of one co-owner or licensee of a work, whether a CONTRACTOR Works, a Subcontractor Works or otherwise, to compensate other co-owners, licensees or licensors of the work for any use of the work by the using co-owner or licensee, including but not limited to compensation for or in the form of: royalties; co-owner or licensee accounting; sharing of revenues or profits among co-owners, licensees or licensors; or any other form of compensation to the other co-owners, licensees or licensors on account of any use of the work.
5. “Dissemination” shall include, without limitation hereby, any and all manner of: physical distribution; publication; broadcast; electronic transmission; internet streaming; posting on the Internet or world wide web; or any other form of communication, transmission, distribution, sending or providing, in any forms or formats, and in or using any media, whether now known or later existing.
6. The TWDB shall have an unlimited, unrestricted, perpetual, irrevocable, non-exclusive royalty-free right to access and receive in usable form and format, and to use all technical or other data or information developed by the CONTRACTOR and subcontractors in, or otherwise resulting from, the performance of services under this CONTRACT.

7. No unauthorized patents. The CONTRACTOR Works and Subcontractor Works or other work product developed or created in the performance of this CONTRACT or otherwise using funds provided hereunder shall not be patented by the CONTRACTOR or their subcontractors unless the Executive Administrator consents in writing to submission of an application for patent on such works; and provided that, unless otherwise agreed in writing:
 - a. Any application made for patent shall include and name the TWDB and, as applicable and desired by them, the CONTRACTOR as co-owners of the patented work;
 - b. No patent granted shall in any way limit, or be used by the CONTRACTOR or subcontractors to limit or bar the TWDB's rights hereunder to access and receive in useable form and format, and right to use, any and all technical or other data or information developed in or resulting from performance pursuant to this CONTRACT or the use of funds provided hereunder; and
 - c. The TWDB and, if applicable, the CONTRACTOR shall have no compensation obligation to any other co-owners or licensees of any such patented work, unless otherwise expressly agreed in writing.
8. The CONTRACTOR shall include terms and conditions in all contracts or other engagement agreements with any subcontractors as are necessary to secure these rights and protections for the TWDB; and shall require that their subcontractors include similar such terms and conditions in any contracts or other engagements with their subcontractors. For the purposes of this section, "subcontractors" includes independent contractors (including consultants) and employees working outside the course and scope of employment.
9. Any work products subject to a TWDB copyright or joint copyright and produced or developed by the CONTRACTOR or their subcontractors pursuant to this CONTRACT or using any funding provided by the TWDB may be reproduced in any media, forms or formats by the TWDB or the CONTRACTOR at their own cost, and be disseminated in any medium, format or form by any party at its sole cost and in its sole discretion. The CONTRACTOR may utilize such work products as they may deem appropriate, including dissemination of such work products or parts thereof under their own name, provided that any TWDB copyright is noted on the materials.
10. The CONTRACTOR agrees to acknowledge the TWDB in any news releases or other publications relating to the work performed under this CONTRACT.

ARTICLE VI AMENDMENT, TERMINATION, AND STOP ORDERS

1. This CONTRACT may be altered or amended by mutual written consent or terminated by the EXECUTIVE ADMINISTRATOR at any time by written notice to the CONTRACTOR. Upon receipt of such termination notice, the CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of this CONTRACT and shall proceed to cancel promptly all existing

orders insofar as such orders are chargeable to this CONTRACT. The CONTRACTOR shall submit a statement showing in detail the work performed under this CONTRACT to the date of termination. The TWDB shall then pay the CONTRACTOR promptly that proportion of the prescribed fee, which applies to the work, actually performed under this CONTRACT, less all payments that have been previously made. Thereupon, copies of all work accomplished under this CONTRACT shall be delivered to the TWDB.

2. The EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to the CONTRACTOR at any time. Upon receipt of such order, the CONTRACTOR shall discontinue all work under this CONTRACT and cancel all orders pursuant to this CONTRACT, unless the order directs otherwise. If the EXECUTIVE ADMINISTRATOR does not issue a Restart Order within 60 days after receipt by the CONTRACTOR of the Stop Work Order, the CONTRACTOR shall regard this CONTRACT terminated in accordance with the foregoing provisions.

ARTICLE VII SUBCONTRACTS

Each subcontract entered into to perform required work under this CONTRACT shall contain the following provisions:

1. a detailed budget estimate with specific cost details for each task or specific item of work to be performed by the subcontractor and for each category of reimbursable expenses;
2. a clause stating that the subcontract is subject to audit by the Texas State Auditor's Office and requiring the subcontractor to cooperate with any request for information from the Texas State Auditor, as further described in **Article X, Section 1, Paragraph d** hereof;
3. a clause stating that payments under the subcontract are contingent upon the appropriation of funds by the Texas Legislature, as further described in **Article X, Section 1, Paragraph a** hereof;
4. a clause stating that ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by the subcontractor or the CONTRACTOR shall become data, materials and work owned by the TWDB and that subcontractor shall have no proprietary rights in such data, materials and work papers, except as further described in **Article V** hereof;
5. a clause stating that subcontractor shall keep timely and accurate books and records of accounts according to generally acceptable accounting principles as further described in **Article X, Section 2, Paragraph g**;
6. a clause stating that subcontractor is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and that subcontractor is

solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and

7. a clause stating that subcontractor is an independent contractor and that the TWDB shall have no liability resulting from any failure of subcontractor that results in breach of CONTRACT, property damage, personal injury or death.

ARTICLE VIII LICENSES, PERMIT, AND INSURANCE

1. For the purpose of this CONTRACT, the CONTRACTOR will be considered an independent contractor and therefore solely responsible for liability resulting from negligent acts or omissions. The CONTRACTOR shall obtain all necessary insurance, in the judgment of the CONTRACTOR, to protect themselves, the TWDB, and employees and officials of the TWDB from liability arising out of this CONTRACT.
2. The CONTRACTOR shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the CONTRACTOR to perform the subject work.
3. Indemnification. The CONTRACTOR shall indemnify and hold the TWDB and the State of Texas harmless, to the extent the CONTRACTOR may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the CONTRACTOR, arising out of the activities and work conducted pursuant to this CONTRACT. The CONTRACTOR is solely responsible for liability arising out of its negligent acts or omissions during the performance of this CONTRACT. This agreement does not create any third party cause of action and the CONTRACTOR does not waive any immunity available under state law.

ARTICLE IX SEVERABILITY

Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or for any reason whatsoever, of no force and effect, such provision(s) shall be construed as severable from the remainder of this CONTRACT and shall not affect the validity of all other provisions of this CONTRACT which shall remain of full force and effect.

ARTICLE X GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS

- a. **No Debt Against the State.** This CONTRACT does not create any debt by or on behalf of the State of Texas and the TWDB. The TWDB's obligations under this CONTRACT are contingent upon the availability of appropriated funds and the continued legal authority of the TWDB to enter into this CONTRACT.

- b. **Independent Contractor.** Both parties hereto, in the performance of this CONTRACT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- c. **Procurement Laws.** The CONTRACTOR shall comply with applicable State of Texas procurement laws, rules and policies, including but not limited to competitive bidding and the Professional Services Procurement Act, Government Code, Chapter 2254, relating to contracting with persons whose services are within the scope of practice of: accountants, architects, landscape architects, land surveyors, medical doctors, optometrists, professional engineers, real estate appraisers, professional nurses, and certified public accountants.
- d. **Right to Audit.** The CONTRACTOR and its subcontractors shall maintain all financial accounting documents and records, including copies of all invoices and receipts for expenditures, relating to the work under this CONTRACT. The CONTRACTOR shall make such documents and records available for examination and audit by the Executive Administrator or any other authorized entity of the State of Texas. The CONTRACTOR's financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles. By executing this CONTRACT, the CONTRACTOR accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all state funds received pursuant to this CONTRACT. The CONTRACTOR shall comply with directives from the Texas State Auditor and shall cooperate in any such investigation or audit. The CONTRACTOR agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit. The CONTRACTOR also agrees to include a provision in any subcontract related to this CONTRACT that requires the subcontractor to submit to audits and investigation by the State Auditor's Office in connection with all state funds received pursuant to the subcontract.
- e. **Force Majeure.** Unless otherwise provided, neither the CONTRACTOR nor the TWDB nor any agency of the State of Texas, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this CONTRACT caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must

inform the other in writing with proof of receipt within five (5) business days of the existence of such force majeure or otherwise waive this right as a defense.

2. **STANDARDS OF PERFORMANCE**

- a. **Personnel.** The CONTRACTOR shall assign only qualified personnel to perform the services required under this CONTRACT. The CONTRACTOR shall be responsible for ensuring that any subcontractor utilized shall also assign only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skills and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.
- b. **Professional Standards.** The CONTRACTOR shall provide the services and deliverables in accordance with applicable professional standards. The CONTRACTOR represents and warrants that he is authorized to acquire subcontractors with the requisite qualifications, experience, personnel and other resources to perform in the manner required by this CONTRACT.
- c. **Antitrust.** The CONTRACTOR represents and warrants that neither the CONTRACTOR nor any firm, corporation, partnership, or institution represented by the CONTRACTOR, or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under the Texas Business & Commerce Code, Chapter 15, of the federal antitrust laws; or (2) communicated directly or indirectly the proposal resulting in this CONTRACT to any competitor or other person engaged in such line of business during the procurement process for this CONTRACT.
- d. **Conflict of Interest.** The CONTRACTOR represents and warrants that CONTRACTOR has no actual or potential conflicts of interest in providing the deliverables required by this CONTRACT to the State of Texas and the TWDB. The CONTRACTOR represents that the provision of services under this CONTRACT will not create an appearance of impropriety. The CONTRACTOR also represents and warrants that, during the term of this CONTRACT, the CONTRACTOR will immediately notify the TWDB, in writing, of any potential conflict of interest that could adversely affect the TWDB by creating the appearance of a conflict of interest.

The CONTRACTOR represents and warrants that neither the CONTRACTOR nor any person or entity that will participate financially in this CONTRACT has received compensation from the TWDB or any agency of the State of Texas for participation in the preparation of specifications for this CONTRACT.

The CONTRACTOR represents and warrants that he has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant in connection with this CONTRACT.

- e. **Proprietary and Confidential Information.** The CONTRACTOR warrants and represents that any information that is proprietary or confidential, and is received by the CONTRACTOR from the TWDB or any governmental entity, shall not be disclosed to third parties without the written consent of the TWDB or applicable governmental entity, whose consent shall not be unreasonably withheld.
- f. **Public Information Act.** The CONTRACTOR acknowledges and agrees that all documents, in any media, generated in the performance of work conducted under this CONTRACT are subject to public disclosure under the Public Information Act, Government Code, Chapter 552. The CONTRACTOR shall produce all documents upon request of the TWDB within two (2) business days when the documents are required to comply with a request for information under the Public Information Act.
- g. **Accurate and Timely Record Keeping.** The CONTRACTOR warrants and represents that CONTRACTOR will keep timely, accurate and honest books and records relating to the work performed and the payments received under this CONTRACT according to generally accepted accounting standards. Further, the CONTRACTOR agrees that the CONTRACTOR will create such books and records at or about the time the transaction reflected in the books and records occurs.
- h. **Dispute Resolution.** The CONTRACTOR and the TWDB agree to make a good faith effort to resolve any dispute relating to the work required under this CONTRACT through negotiation and mediation as provided by Texas Government Code, Chapter 2260 relating to resolution of certain contract claims against the state. The CONTRACTOR and the TWDB further agree that they shall attempt to use any method of alternative dispute resolution mutually agreed upon to resolve any dispute arising under this CONTRACT if this CONTRACT is not subject to Chapter 2260.
- i. **Contract Administration.** The TWDB shall designate a project manager for this CONTRACT. The project manager will serve as the point of contact between the TWDB and the CONTRACTOR. The TWDB's project manager shall supervise the TWDB's review of the CONTRACTOR's technical work, deliverables, draft reports, the final report, payment requests, schedules, financial and budget administration, and similar matters. The project manager does not have any express or implied authority to vary the terms of the CONTRACT, amend the CONTRACT in any way or waive strict performance of the terms or conditions of the CONTRACT.

ARTICLE XI CORRESPONDENCE

All correspondence between the parties shall be made to the following addresses:

For the **TWDB:**

For the **CONTRACTOR:**

Contract Issues:

Texas Water Development Board
Attention: Contract Administration
P.O. Box 13231
Austin, Texas 78711-3231
Email: contracts@twdb.texas.gov

Contract Issues:

Greg Dickens
City of Hurst
1505 Precinct Line Road
Hurst, Texas 76054
Email: gdickens@hursttx.gov

Payment Request Submission:

Texas Water Development Board
Attention: Accounts Payable
P.O. Box 13231
Austin, Texas 78711-3231
Email: invoice@twdb.texas.gov

Payment Request Submission:

Greg Dickens
City of Hurst
1505 Precinct Line Road
Hurst, Texas 76054
Email: gdickens@hursttx.gov

Physical Address:

Stephen F. Austin State Office Building
1700 N. Congress Avenue
Austin, Texas 78701

Physical Address:

1505 Precinct Line Road
Hurst, Texas 76054

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed in multiple originals.

TEXAS WATER DEVELOPMENT BOARD

CITY OF HURST

Kevin Patteson
Executive Administrator

Allan Weegar
City Manager

Date: _____

Date: _____

ae

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into an Interlocal Purchasing Agreement with the City of Grand Prairie

| | |
|---|--|
| Supporting Documents: | |
| Interlocal Agreement with Grand Prairie | Meeting Date: 10/13/2015 Department: Fiscal Services Reviewed by: Clay Caruthers City Manager Review: |

Background/Analysis:

The City of Hurst is requesting to enter into an Interlocal Purchasing Agreement for the purchase of goods and services from vendors selected through the competitive bidding process. The City of Hurst is interested in purchasing from a City of Grand Prairie current contract. City Council has authorized several interlocal agreements in the past and they have been mutually beneficial to the City of Hurst and the other agencies. Participation reduces the overall expense of soliciting bids and purchasing in larger quantities often lowers the cost of the goods and/or services. Each agency will place their orders and pay the vendors directly. The City of Hurst or the City of Grand Prairie may change or cancel the agreement with a 30-day written notice. Hurst currently participates in interlocal agreements with several local governments throughout the DFW Metroplex and various parts of Texas.

Funding and Sources:

There is no fiscal impact.

Recommendation:

Staff recommends the City Council authorize the City Manager to enter into an Interlocal Purchasing Agreement with the City of Grand Prairie.

**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF GRAND PRAIRIE
AND THE CITY OF HURST**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, The City of Grand Prairie and The City of Hurst desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, The City of Grand Prairie and The City of Hurst represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The City of Grand Prairie and The City of Hurst are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. The City of Grand Prairie and The City of Hurst agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating government shall deal directly with the vendor in obtaining the goods and services and payment therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the City of Grand

Prairie nor The City of Hurst warrant, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.

3. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.
4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
5. Each government shall ensure that all applicable laws and ordinances have been satisfied.
6. **Effective Date and Term.** This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect indefinitely. Any party may modify or terminate this Agreement as provided in Paragraph(s) 7 or 8.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
8. **Termination.** This Agreement may be terminated at any time by the City of Grand Prairie or The City of Hurst, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 11 herein.
9. **Hold Harmless.** To the extent allowed by law, the City of Grand Prairie and The City of Hurst agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
10. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent

jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with successful send confirmation, or by certified mail to the last business address as listed herein.

City of Grand Prairie: Purchasing Division
Attn: Purchasing Manager
City of Grand Prairie
318 W. Main St.
Grand Prairie, TX 75050
972/237-8269 ph ~ 972/237-8265 fax
purchasingfax@gptx.org

City of Hurst: Fiscal Services
Attn: Director of Procurement
The City of Hurst
1505 Precinct Line Road
Hurst, TX 76054
Phone: 817-788-7018
Fax: 817-788-7024
purchasing@hursttx.gov

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
13. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
14. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
15. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid. This shall be

Tarrant County, Texas, United States of America for City of Hurst and shall be Dallas County, Texas, United States of America for the City of Grand Prairie.

- 16. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Government.

- 17. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

- 18. **Agreement Read.** The parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.

- 19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical copies, each of which shall be deemed an original for all purposes.

CITY OF GRAND PRAIRIE

CITY OF HURST

BY: _____
Tom Cox, Deputy City Manager

BY: _____

DATE: _____

"BY" Printed Name and Title

ATTEST: _____
Cathy DiMaggio, City Secretary

DATE: _____

APPROVED AS TO FORM:

ATTEST: _____

Donald R. Postell, City Attorney

"ATTEST" Printed Name and Title

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into a Purchase Agreement with Integrated Forensic Laboratories for evidence processing services

| | |
|------------------------------|--|
| Supporting Documents: | |
| | Meeting Date: 10/13/2015 Department: Police Reviewed by: Steve Niekamp City Manager Review: |

Background/Analysis:

The Police Department annually budgets for professional evidence processing services to include toxicology testing, drug testing, and other evidence processing services requiring a certified laboratory technician. Many of these services are required by State law, including mandatory drug and alcohol toxicology testing in certain Driving While Intoxicated offenses. The Police Department's primary evidence processing laboratory is Integrated Forensic Laboratories in Bedford, Texas.

Due to the need to use professional processing services for a large amount of evidence, the cost of these services is expected to be up to \$55,350. This expected expenditure amount requires City Council to authorize the city manager to enter into a Purchase Agreement with Integrated Forensic Laboratories.

Funding and Sources:

Services will be funded from the General Fund.

Recommendation:

Staff recommends the City Council authorize the city manager to enter into a Purchase Agreement with Integrated Forensic Laboratories, for evidence processing services, for an amount not to exceed \$55,350.

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into a Purchase Agreement with Red The Uniform Tailor for Police Department uniforms and equipment

Supporting Documents:

Meeting Date: 10/13/2015
 Department: Police
 Reviewed by: Steve Niekamp
 City Manager Review:

Background/Analysis:

The Police Department annually budgets for uniforms for sworn officers and civilian personnel to include necessary ancillary items, such as ballistic vests/ body armor, badges, name tags, holsters, belts, jackets, and other protective gear. The Police Department has approved access for best pricing through government purchasing contracts such as "Tarrant County Bid 2011-041 Police Uniforms", as well as other statewide government purchasing cooperative contracts such as HGAC, BuyBoard, TXDIR, etc. The Police Department's primary vendor, accessing cooperative contracts, is Red The Uniform Tailor in Grand Prairie, Texas.

Due to the need to purchase a large number of ballistic vests/ body armor and the purchase costs for uniform items, the costs of these items from Red The Uniform Tailor will exceed \$25,000. This expected expenditure amount requires City Council to authorize the city manager to enter into a Purchase Agreement with Red The Uniform Tailor.

Funding and Sources:

Items will be funded from General Fund and Half Cent Sales Tax Anti-Crime Fund.

Recommendation:

Staff recommends the City Council authorize the city manager to enter into a Purchase Agreement with Red The Uniform Tailor, Grand Prairie, Texas, for uniforms and ancillary uniform items for Police Department personnel, for an amount not to exceed \$85,000.

City Council Staff Report

SUBJECT: SP-15-13 Tarrant County Northeast Courthouse, a site plan revision for signage only on Lot 1, Block 1, NE Tarrant County Plaza, being 5.5 acres located at 645 Grapevine Highway

Supporting Documents:

Area map
 Legal notice
 Ownership data
 Site plan – Exhibit A
 Sign elevation – Exhibit B

Meeting Date: 10/13/2015
 Department: Development
 Reviewed by: Steve Bowden
 City Manager Review:

Background/Analysis:

An application has been made by William Echols III, AIA, on behalf of Tarrant County for a site plan revision for signage only on Lot 1, Block 1, NE Tarrant County Plaza, being 5.5 acres located at 645 Grapevine Highway.

County Commissioner Gary Fickes would like to add a LED monument sign to the entrance on Grapevine Highway. There was no monument sign requested on the original site plan. A monument sign with flags was constructed near the building, but it is not visible from the street.

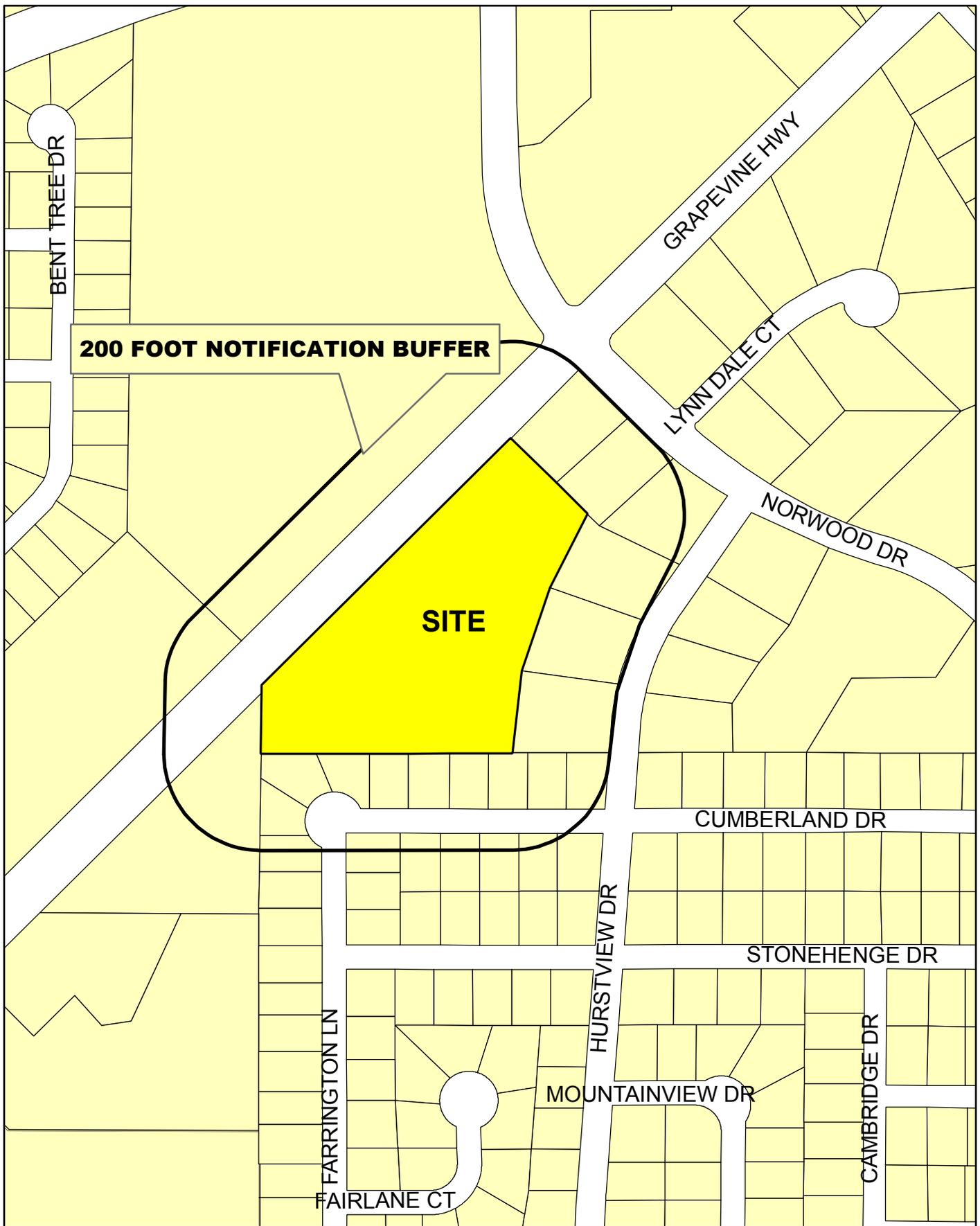
The applicant is requesting a six (6) foot masonry monument sign with cast aluminum letters and a 19 square foot LED message board. The masonry will match the existing structure.

Funding and Sources:

There is no fiscal impact.

Recommendation:

The Planning and Zoning Commission met on Monday, October 5, 2015, and voted 7-0 to recommend approval of SP-15-13 Tarrant County Northeast Courthouse, a site plan revision for signage only.



| | | |
|--|--|----------------------------------|
| <p>CASE NO: SP-15-13 Tarrant County NE Courthouse</p> | <p>LEGAL DESCRIPTION: Lot 1, Block 1 NE Tarrant County Plaza</p> | <p>AGENDA DATE: 10/13/15</p> |
| <p>REQUESTED ACTION: Site plan revision for signage only</p> | <p>LOCATION: 645 Grapevine Hwy.</p> | |



SP-15-13

LEGAL NOTICE

A PUBLIC HEARING WILL BE HELD BY THE HURST CITY COUNCIL ON TUESDAY, OCTOBER 13, 2015 AT 6:30 P.M. AT HURST CITY HALL, 1505 PRECINCT LINE ROAD TO CONSIDER A SITE PLAN REVISION FOR SIGNAGE ONLY ON LOT 1, BLOCK 1 NE TARRANT COUNTY PLAZA ADDITION, BEING 5.5 ACRES LOCATED AT 645 GRAPEVINE HIGHWAY.

TARRANT COUNTY NORTHEAST COURTHOUSE

Lot 1, Block 1
NE Tarrant County Plaza
645 Grapevine Highway



SP-15-13

**APPLICATION FOR A SITE PLAN REVISION
OWNERSHIP DATA**

TO THE PLANNING and ZONING COMMISSION:

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

Tarrant County NE Courthouse
Site Plan Revision for signage only
Lot 1, Block 1, NE Tarrant County Plaza Addition
645 Grapevine Hwy.

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

**Applicant: William Echols with Tarrant County
Phone: 817.884.2877**

| PROPERTY OWNER | LEGAL DESCRIPTION | ADDRESS |
|-----------------------------------|--|---|
| MAYFAIR STATION LLC | BLK 2 LOT B NORWOOD NORTH ADDITION | 11501 NORTHLAKE DR FL 1 CINCINNATI OH 452491667 |
| GAINES, C D ETUX MARY | BLK 31 LOT 3 MAYFAIR NORTH ADDITION | 2513 HURSTVIEW DR HURST, TX 76054 |
| MAYFAIR STATION LLC | BLK 2 LOT A NORWOOD NORTH ADDITION | 11501 NORTHLAKE DR FL 1 CINCINNATI OH 452491667 |
| PLUMMER, JOSHUA B | BLK 31 LOT 1 MAYFAIR NORTH ADDITION | 2531 NORWOOD DR HURST, TX 76054 |
| FREZZA, G MIECHEL | BLK 31 LOT 2 MAYFAIR NORTH ADDITION | 2529 NORWOOD DR HURST, TX 76054 |
| PATEL, SUBHASHCHANDRA & BINABE | BLK 31 LOT 4 MAYFAIR NORTH ADDITION | 2509 HURSTVIEW DR HURST, TX 76054 |
| BECK, CAREY W ETUX JUDY | BLK 31 LOT 5 MAYFAIR NORTH ADDITION | 2505 HURSTVIEW DR HURST, TX 76054 |
| REEDY, MARK ETUX WENDY | BLK 31 LOT 6 MAYFAIR NORTH ADDITION | 2501 HURSTVIEW DR HURST, TX 76054 |

| | | |
|---|---|---|
| KINNEY, JEFF | BLK 19 LOT 21 MAYFAIR NORTH ADDITION | 600 CUMBERLAND DR HURST, TX 76054 |
| DEARMOND, JASON ETUX PATRICIA | BLK 19 LOT 20 MAYFAIR NORTH ADDITION | 604 CUMBERLAND DR HURST, TX 76054 |
| HOCKER, JIMMIE ETUX PATSY | BLK 19 LOT 19 MAYFAIR NORTH ADDITION | 608 CUMBERLAND DR HURST, TX 76054 |
| BROOKSHIRE, KEVIN ETUX MARY | BLK 19 LOT 18 MAYFAIR NORTH ADDITION | 612 CUMBERLAND DR HURST, TX 76054 |
| MCDANIEL, CARL JR ETUX KAREN A | BLK 19 LOT 17 MAYFAIR NORTH ADDITION | 616 CUMBERLAND DR HURST, TX 76054 |
| PARR, CHARLES R & LINDA L | BLK 19 LOT 16 MAYFAIR NORTH ADDITION | 620 CUMBERLAND DR HURST, TX 76054 |
| KOGER, TIMOTHY SR ETUX DENISE | BLK 19 LOT 15 MAYFAIR NORTH ADDITION | 624 CUMBERLAND DR HURST, TX 76054 |
| JOHNSON, RODERICK E | BLK 19 LOT 14 MAYFAIR NORTH ADDITION | 2317 FARRINGTON LN HURST, TX 76054 |
| DUCKWORTH, DEREK ETUX AMBER | BLK 19 LOT 13 MAYFAIR NORTH ADDITION | 2313 FARRINGTON LN HURST, TX 76054 |
| RJULEG, RACHEL | BLK 18 LOT 3 MAYFAIR NORTH ADDITION | 2308 FARRINGTON LN HURST, TX 76054 |
| LAUX, FRED | BLK 18 LOT 4 MAYFAIR NORTH ADDITION | 617 CUMBERLAND DR HURST, TX 76054 |
| SLOAN, CHARLES R | BLK 18 LOT 5 MAYFAIR NORTH ADDITION | 613 CUMBERLAND DR HURST, TX 76054 |
| BROWN, DONALD E ETUX BARBARA A | BLK 18 LOT 6 MAYFAIR NORTH ADDITION | 609 CUMBERLAND DR HURST, TX 76054 |
| KAROTKIN, LAUREY | BLK 18 LOT 7 MAYFAIR NORTH ADDITION | 605 CUMBERLAND DR HURST, TX 76054 |
| MUNIZ, RICHARD ETUX LUPE | BLK 18 LOT 8 MAYFAIR NORTH ADDITION | 601 CUMBERLAND DR HURST, TX 76054 |
| POULTON, ERSEL A ETUX JANAE E | BLK 19 LOT 12 MAYFAIR NORTH ADDITION | 2309 FARRINGTON LN HURST, TX 76054 |
| TARRANT COUNTY | LOT 1, BLOCK 1 NE TARRANT COUNTY PLAZA | 645 GRAPEVINE HWY HURST, TX 76054 |
| CHERNLY, CHUNG CHERNLY REVOCABLE TRUST | LOT 1, BLOCK 1 CANAAN CENTER | 5843 STERLING COLLEYVILLE, TX 76034-7637 |
| OCCUPANT | LEGAL DESCRIPTION | ADDRESS |
| OCCUPANT | BLK 2 LOT B NORWOOD NORTH ADDITION | 700 GRAPEVINE HWY HURST, TX 76054 |
| OCCUPANT | BLK 2 LOT A NORWOOD NORTH ADDITION | 600 GRAPEVINE HWY HURST, TX 76054 |

SITE PLAN

showing
5.5356 acres
Northeast Tarrant County Plaza Addition
City of Hurst, Tarrant County, Texas
Volume 388-130, Page 26
Map or Plat Records
Tarrant County, Texas

AS-SURVEYED LEGAL DESCRIPTION

BEING a 5.5356 acre parcel of land situated in the W. T. Jones Survey, Abstract No. 865, City of Hurst, Tarrant County, Texas and being all of that certain called Northeast Tarrant County Plaza, being a revision of Tract A-R, Block 31, Mayfair North Addition, an addition to the City of Hurst, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-130, Page 26, Map Records of Tarrant County, Texas said 5.5356 acre parcel being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found for corner at the Southwest corner of said Northeast Tarrant County Plaza, same being the Northwest corner of Lot 14, Block 10 of the Mayfair North Addition, Third Filing, according to the Map or Plat thereof recorded in Volume 388-97, Page 51 of the Map or Plat Records of Tarrant County, Texas and also being in the East line of Lot 1, Block 1 of the Cannan Center Addition according to the Map or Plat thereof recorded in Cabinet A, Slide 5438 of said Map or Plat Records;

THENCE North 00°51'09" East with the common line of said Lot 1, Block 1 and the Southwest line of said Northeast Tarrant County Plaza a distance of 139.88 feet to a 1/2" inch iron rod found for corner in the Southeast Right-of-Way line of State Highway No. 26 (Grapevine Highway Right-of-Way varies);

THENCE North 45°10'14" East along the Southeast line of said State Highway No. 26 same being the Northwest line of said Northeast Tarrant County Plaza a distance of 718.97 feet to an "X" cut found in concrete for corner at the North corner of said Northeast Tarrant County Plaza same being the West corner of that certain called Lot 1, Mayfair North Addition according to the Map or Plat thereof recorded in Volume 388-116, Page 88 of said Map or Plat Records;

THENCE South 45°28'38" East with the common line of said Lot 1, Block 31 and the Northeast line of said Northeast Tarrant County Plaza a distance of 220.00 feet to a 1/2" inch iron rod found for corner at the East corner of said Northeast Tarrant County Plaza same being the North corner of Lot 4, Block 31 of said Mayfair North Addition;

THENCE South 26°58'58" West with the common line of Lot 4, Block 31 and the East line of said Northeast Tarrant County Plaza a distance of 169.91 feet to a 1/2" inch iron rod marked "SANDS" set for corner at an angle corner in said East line;

THENCE South 18°49'13" West with said East and West lines a distance of 180.77 feet to a 1/2" inch iron rod found for corner at an angle corner of said East and West lines;

THENCE South 06°19'26" West with said East and West lines a distance of 169.94 feet to a 1/2" inch iron rod marked "SANDS" set for corner at the Southeast corner of said Northeast Tarrant County Plaza and being at the North line of the above referenced Mayfair North Addition, Third Filing and also being at the Southwest corner of said Block 31;

THENCE South 89°53'00" West with South line of said Northeast Tarrant County Plaza and the North line of said Mayfair North Addition a distance of 514.70 feet back to the POINT OF BEGINNING and CONTAINING: 241,133 square feet or 5.5356 acres of land, more or less.

All bearings are based on Texas State Plane Coordinate System, North Central Zone.

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A Condition I Survey.

John C. Scott
Registered Professional Land Surveyor
State of Texas No. 5411
Date: October 7, 2014



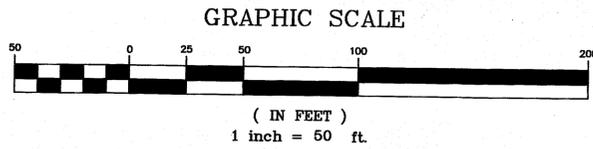
SANDS SURVEYING CORPORATION

422 Willow Way,
Highland Village Texas 75077
(817) 355-5253 ph
(817) 803-6139 fax
www.SandsSurveyingTX.com

SCALE: 1"=40'
DATE: 10/02/2014
W.O.: 136059A
DRAWN BY: DB
CHECKED BY: SC

COPYRIGHT © 2013 Sands Surveying Corporation
All Rights Reserved
Texas Firm Registration No. 10014600

EXHIBIT A



LEGEND OF SYMBOLS & ABBREVIATIONS

| | |
|-------------------------|---------------------|
| IRF | Iron Rod Found |
| CIRS | Capped Iron Rod Set |
| WV | Water Valve |
| Fire Hydrant | |
| Oncor Underground Elec. | ONCOR |
| Light Pole | |
| Power Pole | |
| Overhead Powerline | P |
| Sanitary Sewer Manhole | |
| Clean Out | |
| Gas Meter | |
| Electric Meter | |
| Electric Control Box | |

SANDS

LOT 1, BLOCK 1
CANNAN CENTER
CABINET A, SLIDE 5438
P.R.T.C.T.

MEAS.: N 01°40'17"E
139.88'
139.88'
N 89°53'00"W
514.70'

RODERICK E. JOHNSON
LOT 14
BLOCK 10
MAYFAIR NORTH ADDITION THIRD FILING
VOLUME 388-97, PAGE 51
P.R.T.C.T.

TIMOTHY SR. & DENISE KOGER
LOT 15
BLOCK 10
MAYFAIR NORTH ADDITION THIRD FILING
VOLUME 388-97, PAGE 51
P.R.T.C.T.

CHARLES R. & LINDA L. PARR
LOT 17
BLOCK 10
MAYFAIR NORTH ADDITION THIRD FILING
VOLUME 388-97, PAGE 51
P.R.T.C.T.

CARL JR. & KAREN A. MCDANIEL
LOT 17
BLOCK 10
MAYFAIR NORTH ADDITION THIRD FILING
VOLUME 388-97, PAGE 51
P.R.T.C.T.

KEVIN & MARY BROOKSHIRE
LOT 18
BLOCK 10
MAYFAIR NORTH ADDITION THIRD FILING
VOLUME 388-97, PAGE 51
P.R.T.C.T.

JIMMIE & PATSY HOCKER
LOT 19
BLOCK 10
MAYFAIR NORTH ADDITION THIRD FILING
VOLUME 388-97, PAGE 51
P.R.T.C.T.

JASON & PATRICIA DEARNOND
LOT 20
BLOCK 10
MAYFAIR NORTH ADDITION THIRD FILING
VOLUME 388-97, PAGE 51
P.R.T.C.T.

STATE HIGHWAY 26
GRAPEVINE HIGHWAY
(RIGHT-OF-WAY VARIES)
MEAS.: N 45°10'14"E
718.97'

NORTHEAST TARRANT COUNTY PLAZA
VOLUME 388-130, PAGE 26
P.R.T.C.T.

5.5356 ACRES
(241,133 SQUARE FEET)

TWO STORY BRICK BUILDING
TARRANT COUNTY NORTHEAST
SUBCOURTHOUSE

ABSTRACT No. 865
W.T. JONES SURVEY

JOSHUA B. PLUMMER
LOT 1
A REVISION OF TRACT A, BLOCK 31
MAYFAIR NORTH ADDITION
VOLUME 388-116, PAGE 88
P.R.T.C.T.

G. MICHEL FREZZA
LOT 2
A REVISION OF TRACT A, BLOCK 31
MAYFAIR NORTH ADDITION
VOLUME 388-116, PAGE 88
P.R.T.C.T.

C. D. & MARY GAINES
LOT 2
A REVISION OF TRACT A, BLOCK 31
MAYFAIR NORTH ADDITION
VOLUME 388-116, PAGE 88
P.R.T.C.T.

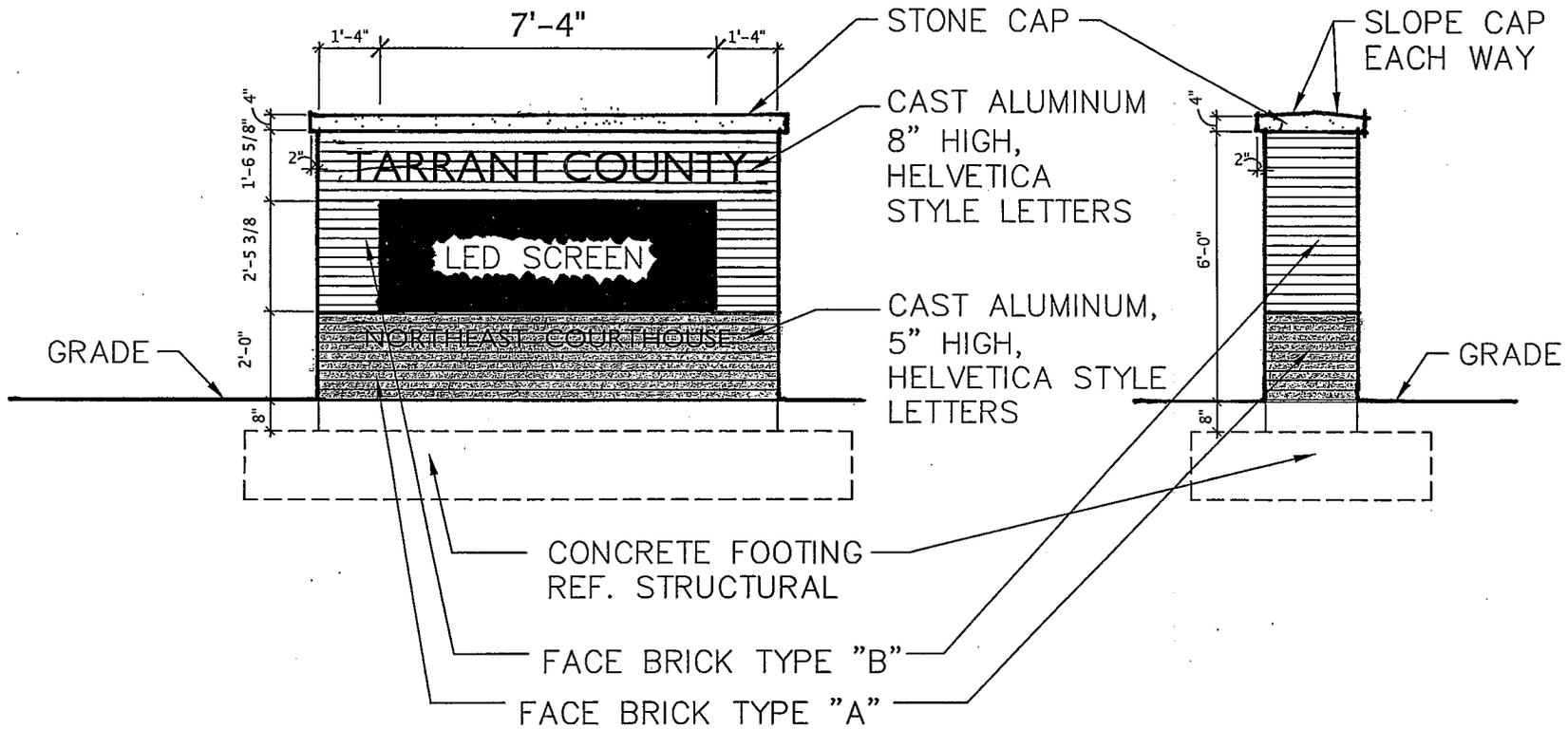
SUBHASHCHANDRA & BINABE PATEL
LOT 4
A REVISION OF TRACT A, BLOCK 31
MAYFAIR NORTH ADDITION
VOLUME 388-116, PAGE 88
P.R.T.C.T.

CAREY W. & JUDY BECK
LOT 5
A REVISION OF TRACT A, BLOCK 31
MAYFAIR NORTH ADDITION
VOLUME 388-116, PAGE 88
P.R.T.C.T.

MARK & WENDY REEDY
LOT 6
A REVISION OF TRACT A, BLOCK 31
MAYFAIR NORTH ADDITION
VOLUME 388-116, PAGE 88
P.R.T.C.T.

| PARKING: NORTHEAST TARRANT COUNTY PLAZA | |
|---|------------|
| ITEM | OBSERVED |
| PARKING REGULAR | 290 SPACES |
| PARKING HANDICAP | 10 SPACES |
| PARKING TOTAL | 300 SPACES |

EXHIBIT B



1 WEST/EAST ELEVATIONS
MONUMENT SIGN DETAIL

NTS NOTE: MATCH BRICK TYPES
WITH EXISTING MONUMENT SIGN

2 NORTH/SOUTH ELEVATIONS
MONUMENT SIGN DETAIL

NTS

ORDINANCE 2300

AN ORDINANCE ADOPTING A SITE PLAN APPROVAL FOR SIGNAGE ONLY FOR LOT 1 BLOCK 1 NE TARRANT COUNTY PLAZA ADDITION, BEING 5.5 ACRES LOCATED AT 645 GRAPEVINE HIGHWAY, SP-15-13

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

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

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

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

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

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

Section 1. THAT the Comprehensive Zoning Ordinance of the City of Hurst is hereby amended by adopting a site plan approval with Exhibits A-B for Lot 1, Block 1, NE Tarrant County Plaza Addition, being 5.5 acres located at 645 Grapevine Highway.

AND IT IS SO ORDERED.

Passed on the first reading on the 13th day of October 2015 by a vote of _
to _ .

Approved on the second reading on the 27th day of October 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: SP-15-04 Royal Residency Estates, a site plan for Lot 3R, Block 1, Whiteman Addition, being 2.59 acres located at 312 E. Pecan Street

Supporting Documents:

Area map
 Legal notice
 Ownership data
 Site plan – Exhibit A
 Building elevation – Exhibits B and C

Meeting Date: 10/13/2015
 Department: Development
 Reviewed by: Steve Bowden
 City Manager Review:

Background/Analysis:

An application has been made by Jim Dewey with JDJR Engineering, on behalf of Royal Family Living Homes, LLC, for a site plan on Lot 3R, Block 1, Whiteman Addition, being 2.59 acres located at 312 E. Pecan Street. The property is zoned R-2 (Single Family Planned Development).

The applicant is requesting the site plan to develop 10 single-family lots with a minimum lot width of 50 feet. The applicant is requesting a 40 ft. front building line and a 20 ft. rear building line. The minimum side yard setback will be 5 ft.

Lots 1, 2, and 3 will share an access drive to Pecan Street. The minimum garage door setback on Lots 2 and 3 will be 60 ft.

The homes will meet the masonry requirements, have pitched roofs, and a two-car garage.

There is no screening wall requirement adjacent to the R-1 residential property.

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

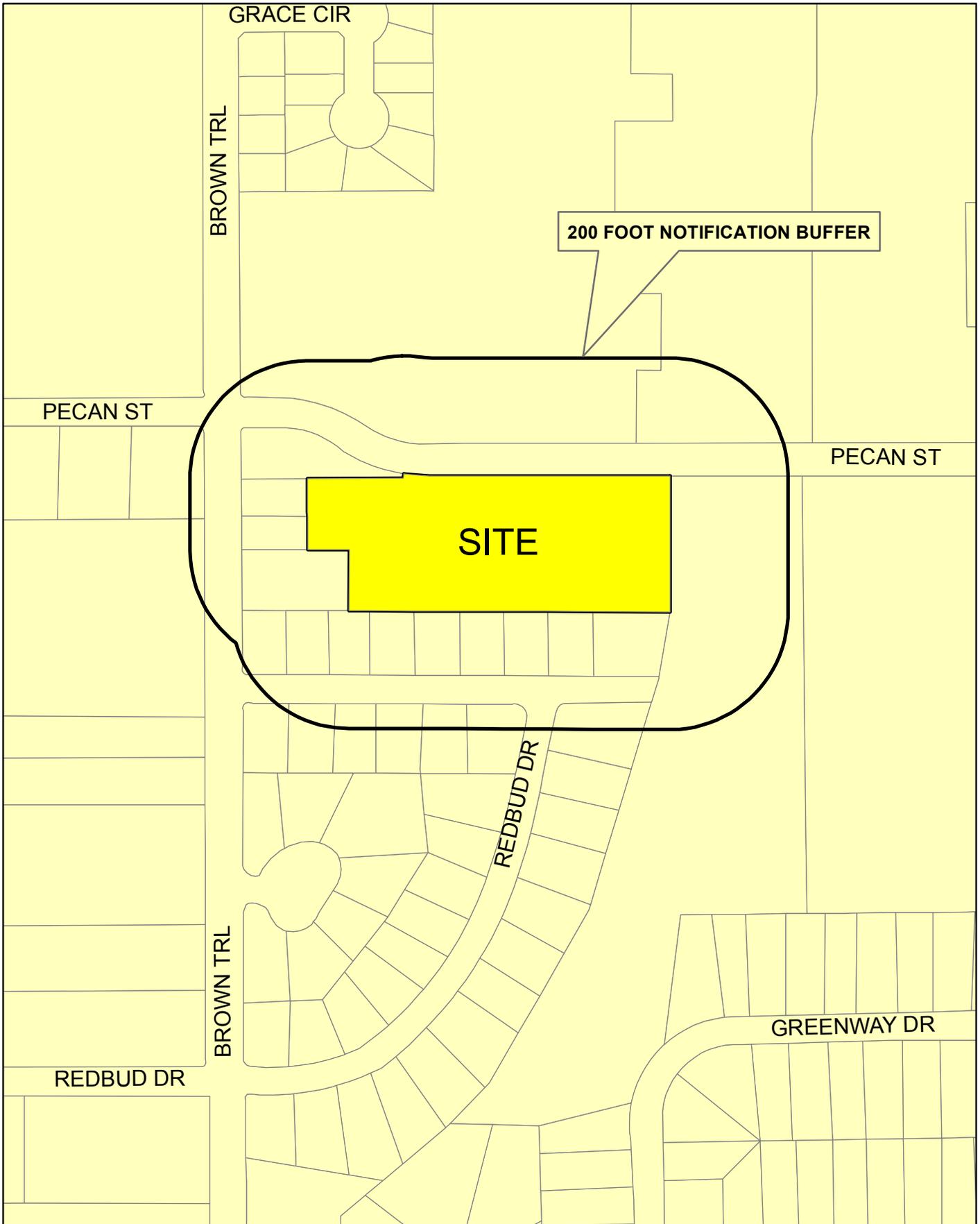
The developer has changed the density of the development based on the neighboring resident comments.

Funding and Sources:

There is no fiscal impact.

Recommendation:

The Planning and Zoning Commission met on Monday, October 5, 2015 and voted 7-0 to recommend approval of SP-15-04 Royal Residency Estates, with the stipulation that Lot 1 be limited to a single-story home.



| | | |
|--|--|------------------------------------|
| <p>CASE NO: SP-15-04 Royal Residency Estates</p> | <p>LEGAL DESCRIPTION: Lot 3R, Whiteman Subdivision</p> | <p>AGENDA DATE: 10/13/2015</p> |
| <p>REQUESTED ACTION: Site Plan Request</p> | <p>LOCATION: 312 E. Pecan</p> | |



SP-15-04

LEGAL NOTICE

A PUBLIC HEARING WILL BE HELD BY THE HURST CITY COUNCIL ON TUESDAY, OCTOBER 13, 2015 AT 6:30 P.M. AT HURST CITY HALL, 1505 PRECINCT LINE ROAD TO CONSIDER A SITE PLAN FOR LOT 3R, WHITEMAN SUBDIVISION, BEING 2.59 ACRES LOCATED AT 312 PECAN STREET

Royal Residency Estates
Lot 3R, Whiteman Subdivision
312 E. Pecan Street



SP-15-04

**APPLICATION FOR SITE PLAN REVISION
OWNERSHIP DATA**

TO THE PLANNING and ZONING COMMISSION:

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

Royal Residency Townhomes
Site Plan
Lot 3R Whitman Subdivision
312 E. Pecan Street

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

Applicant: Jim Dewey

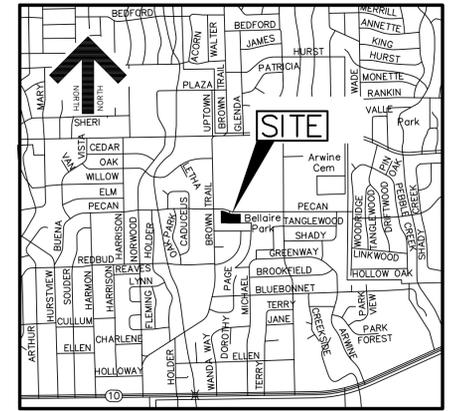
| PROPERTY OWNER | LEGAL DESCRIPTION | ADDRESS |
|--------------------------------|--|---|
| WRIGHT, MARY M PAT | BLK 3 LOT 13 BELLAIRE PLACE ADDITION | 509 NORMAN DR EULESS, TX 76050 |
| LACAVA, NONA FAYE | BLK 2 LOT 1 BELLAIRE PLACE ADDITION | 300 TANGLEWOOD DR HURST, TX 76053 |
| WALKER, JASPER FRANKLIN | BLK 2 LTS 2 & W1' 3 BELLAIRE PLACE ADDITION | 514 LOVELL ST GRAND PRARIE, TX 75050 |
| LUCAS, CHARLES W ETUX JANET M | BLK 2 E74' LT 3 BELLAIRE PLACE ADDITION | 308 TANGLEWOOD DR HURST, TX 76053 |
| ROGERS, LAURENCE T JR | BLK 2 LOT 4 BELLAIRE PLACE ADDITION | PO BOX 644 HURST, TX 76053 |
| KELLER, CAMERON M ETUX AMBER N | BLK 2 LOT 5 BELLAIRE PLACE ADDITION | 316 TANGLEWOOD DR HURST, TX 76053 |
| PETTIS, JOHNNY ETUX MICHELLE | BLK 2 LOT 6 BELLAIRE PLACE ADDITION | 537 E REDBUD DR HURST, TX 76053 |
| MCNEIL LEE ANNE MARIE | BLK LOT 2 WHITEMAN SUBDIVISION | 536 BROWN TRAIL HURST, TX 76053 |
| HITEK INVESTMENT GROUP LLC | LOT 12R2 LA CAVA, W B SUBDIVISION | PO BOX 779 COLLEYVILLE, TX 76034 |
| TEXCAN VENTURES II LTD | BLK LOT 1R PECAN CREEK MANOR | 5100 POOL RD COLLEYVILLE, TX 76034 |
| ROYAL FAMILY LIVING HOMES | BLK LOT 3R WHITEMAN SUBDIVISION | PO BOX 779 COLLEYVILLE TX 76034 |

| | | |
|--------------------------------|--|--|
| HURST, CITY OF | BLK 3 LOT A BELLAIRE PLACE ADDITION | 1505 PRECINCT LINE RD HURST, TX 76053 |
| COLLUP, BARBARA JOYCE | LOTS 1R1 & 4 WHITEMAN SUBDIVISION | 6216 GLENGARRY CT N. RICHLAND HILLS, TX 76180 |
| SPOONER, TRISTA N | LOTS 1R 3R1 & 3R2 WHITEMAN SUBDIVISION | 540 BROWN TRL HURST, TX 76053 |
| BLAND, CHRISTY & JOHN BLAND | BLK LOT 14A LA CAVA, W B SUBDIVISION | 532 CADUCEUS LN HURST, TX 76053 |
| HENRY, DON C | BLK 1 LOT 1 BELLAIRE PLACE ADDITION | 301 TANGLEWOOD DR HURST, TX 76053 |
| SKIPPER, ROBERT & JODI DANIEL | BLK 1 LOT 2 BELLAIRE PLACE ADDITION | 305 TANGLEWOOD DR HURST, TX 76053 |
| DIAZ, SUSANNE | BLK 1 LOT 3 BELLAIRE PLACE ADDITION | 309 TANGLEWOOD DR HURST, TX 76053 |
| GOODWIN, GARY L ETUX TRACY L | BLK 1 LOT 4 BELLAIRE PLACE ADDITION | 313 TANGLEWOOD DR HURST, TX 76053 |
| FACE, CHARLES J ETUX LAJUANA D | BLK 1 LOT 5 BELLAIRE PLACE ADDITION | 317 TANGLEWOOD DR HURST, TX 76053 |
| WHITESIDE, BILLY F ETUX BETTY | BLK 1 LOT 6 BELLAIRE PLACE ADDITION | 321 TANGLEWOD DR HURST, TX 76053 |
| WINEBRENNER, ROBERT ETUX LAVER | BLK 1 LOT 7 BELLAIRE PLACE ADDITION | 325 TANGLEWOOD DR HURST, TX 76053 |
| BOBO, LESTER R JR | BLK 1 LOT 8 BELLAIRE PLACE ADDITION | 329 TANGLEWOOD DR HURST, TX 76053 |
| YANEZ, MELODY C | BLK 1 LOT 9 BELLAIRE PLACE ADDITION | 333 TANGLEWOOD DR HURST, TX 76053 |
| HURST, CITY OF | BLK LOT 2B PECAN CREEK MANOR | 1505 PRECINCT LINE RD HURST, TX 76053 |
| TEXCAN VENTURES II LTD | LT 2A PECAN CREEK MANOR | 5100 POOL RD COLLEYVILLE, TX 76034 |
| OCCUPANT | BLK 3 LOT 13 BELLAIRE PLACE ADDITION= | 000548 E REDBUD DR HURST, TX 76053 |
| OCCUPANT | BLK 2 LTS 2 & W1' 3 BELLAIRE PLACE ADDITION | 000304 TANGLEWOOD DR HURST, TX 76053 |
| OCCUPANT | LOT 12R2 LA CAVA, W B SUBDIVISION | 000547 BROWN TR HURST, TX 76053 |
| OCCUPANT | BLK LOT 1R PECAN CREEK MANOR | 000304 E PECAN ST HURST, TX 76053 |
| OCCUPANT | BLK LOT 3R WHITEMAN SUBDIVISION | 000312 E PECAN ST HURST, TX 76053 |
| OCCUPANT | LOTS 1R1 & 4 WHITEMAN SUBDIVISION | 000544 BROWN TR HURST, TX 76053 |
| OCCUPANT | LT 2A PECAN CREEK MANOR | 000365 E PECAN ST HURST, TX 76053 |

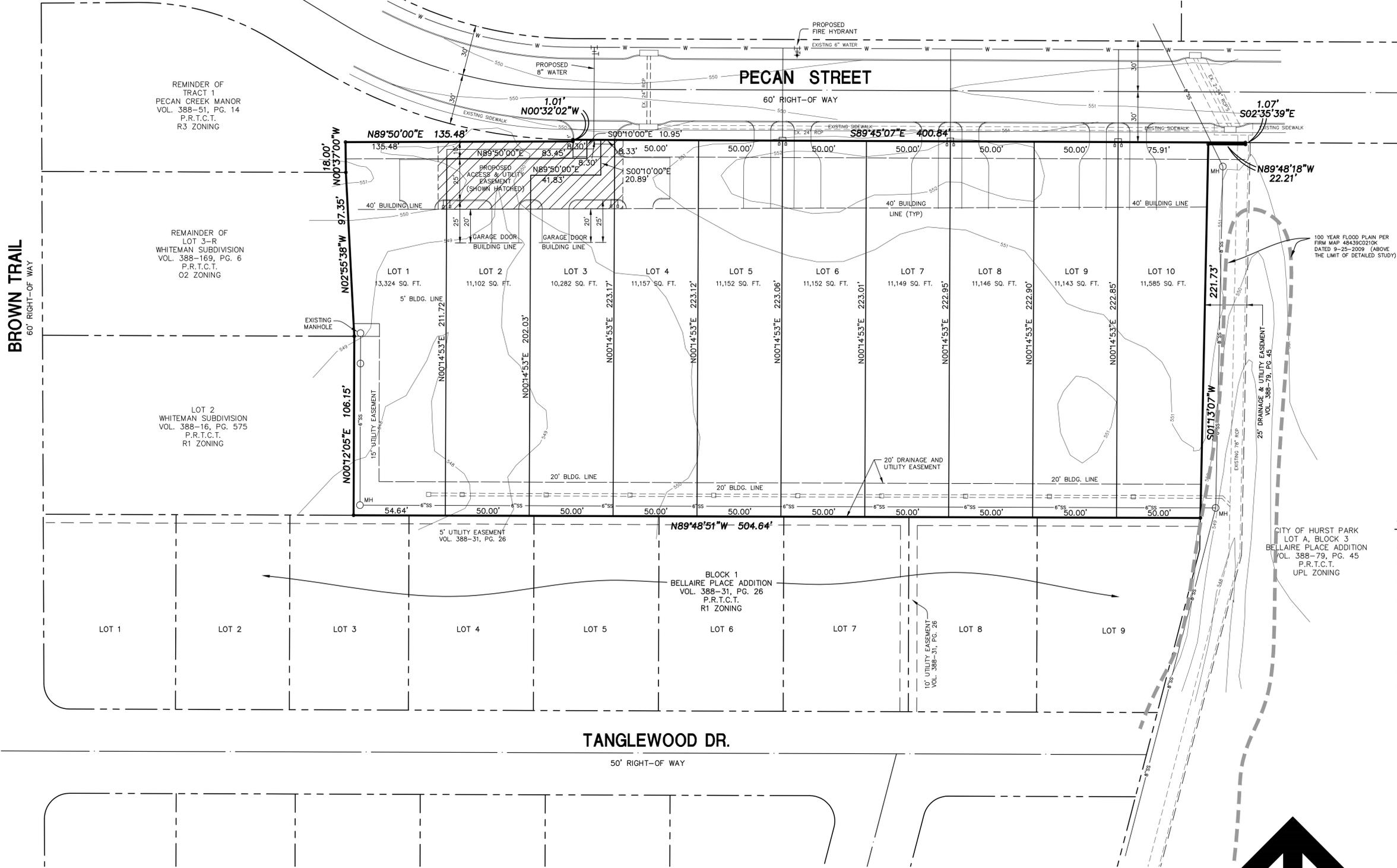
EXHIBIT A

TRACT 2A
PECAN CREEK MANOR
CAB. A, SLIDE 2648 P.R.T.C.T.
R3 ZONING

TRACT 2B
PECAN CREEK MANOR
CAB. A, SLIDE 2648 P.R.T.C.T.
UPL ZONING



LOCATION MAP



NOTES:

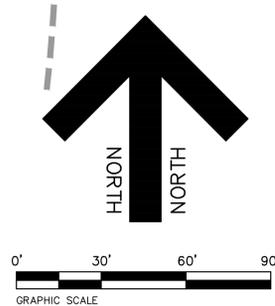
1. A NOTE WILL BE RECORDED ON THE FINAL PLAT OF THE SUBDIVISION WHICH WILL INDICATE THE LIMITATION OF ABILITY TO CONSTRUCT PERMANENT ACCESSORY STRUCTURES WITHIN ANY DEDICATED EASEMENTS.
2. THE CITY OF HURST RESERVES THE RIGHT TO REQUIRE A MINIMUM FINISHED FLOOR ELEVATION ON ANY LOT WITHIN THIS ADDITION.
3. ALL UTILITY SERVICE TO AND WITHIN THIS SITE SHALL BE UNDERGROUND.
4. THE MINIMUM SIZE OF DWELLING UNITS SHALL BE 1,500 SQUARE FOOT.
5. ALL RESIDENCES SHALL BE CONSTRUCTED SO AS TO BE WITHIN 150 FEET HOSE LAY FROM THE PUBLIC STREET (FIRELANE)..

SITE DATA

| | |
|------------------------------------|--|
| AREA OF PROPERTY | 113,196 SQ. FT. (2.5986 AC) |
| NUMBER OF LOTS | 10 (3.84 UNITS/ACRE) |
| MINIMUM LOT AREA | 7,500 SQUARE FEET |
| MINIMUM FRONT SETBACK | 40 FEET |
| MINIMUM GARAGE DOOR SETBACK | 40 FEET - LOTS 1, 4-10 60 FEET - LOTS 2-3 |
| MINIMUM SIDE SETBACK | 5 FEET |
| MINIMUM REAR SETBACK | 20 FEET |
| MINIMUM LOT WIDTH AT FRONT SETBACK | 50 FEET |

| REVISIONS: | |
|------------|-----------------|
| 4-7-15 | DRC COMMENTS |
| 7-6-15 | REDESIGN |
| 9-10-15 | REVISE FOR FIRE |

OWNER/DEVELOPER:
KHUZEMA MUKHI
ROYAL FAMILY LIVING HOMES, LLC
2580 W CAMP WISDOM RD
STE 100-119
GRAND PRAIRIE, TX, 75052
TEL: (972) 900-0595



SHEET TITLE:
PD FOR R1 SINGLE FAMILY
ROYAL RESIDENCY ESTATES
2.5986 ACRES
PETER SOWELL SURVEY
ABSTRACT 1407
HURST, TARRANT CO. TEXAS

PREPARED BY:
JDJR ENGINEERS & CONSULTANTS, INC.
TSBPE REGISTRATION NUMBER F-8527

ENGINEERS • SURVEYORS • LAND PLANNERS
2500 Texas Drive Suite 100 Irving, Texas 75062
Tel 972-252-6357 Fax 972-252-8958

| | | |
|---------------------|------------------|-----------|
| DATE: FEB. 23, 2015 | DRAWN BY: ADL | SHEET NO. |
| SCALE: 1" = 30' | CHECKED BY: JDJR | 1 OF 1 |

ORDINANCE 2301

AN ORDINANCE ADOPTING A SITE PLAN APPROVAL FOR LOT 3R BLOCK 1 WHITEMAN ADDITION, BEING 2.59 ACRES LOCATED AT 312 EAST PECAN STREET, SP-15-04

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

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

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

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

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

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

Section 1. THAT the Comprehensive Zoning Ordinance of the City of Hurst is hereby amended by adopting a site plan approval with exhibits A-C for Lot 3R, Block 1, Whiteman Addition, being 2.59 acres located at 312 East Pecan Street.

AND IT IS SO ORDERED.

Passed on the first reading on the 13th day of October 2015 by a vote of _
to _ .

Approved on the second reading on the 27th day of October 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: Approval of Resolution 1631 nominating candidates to the Tarrant Appraisal District Board of Directors

Supporting Documents:

Resolution 1631
 Tarrant Appraisal District Letter

Meeting Date: 10/13/2015
 Department: Legislative and Judicial Services
 Reviewed by: Rita Frick
 City Manager Review:

Background/Analysis:

The terms of service for the five members of the Tarrant Appraisal District Board of Directors expire on December 31, 2015. Each eligible taxing unit may nominate one candidate for each of the five positions. It is not required to make any nominations.

The appointment calendar is as follows:

1. October 15, 2015 Nominations by resolution or official action
2. October 30, 2015 Ballots listing nominees delivered to Presiding Officer
3. December 15, 2015 Entity submits votes by resolution to Chief Appraiser
4. December 31, 2015 Five (5) nominees receiving largest cumulative vote totals are elected
5. January 1, 2016 Board takes office for two year term

The qualiifications of nominees are outlined below:

- Reside in Tarrant County for at least two years prior to January 1, 2016
- Employee of a taxing unit is prohibited from serving as a Director unless the employee is also an elected official of the governing body
- May not be related to a person who is in the business of appraising property for property tax purposes or represents property owners for compensation in proceedings in the appraisal district or appraises property for use in a proceeding in the appraisal district or who is employed by the appraisal district
- May not have a substantial interest, enter into a contract with the appraisal district or enter into a contract with a taxing unit in the district if the contract relates to the performance of an activity governed by Title I of the Texas Property Tax Code

| |
|---|
| |
| There is no fiscal impact. |
| Recommendation: |
| Staff recommends if City Council wishes to nominate candidates to the Tarrant Appraisal District Board of Directors, they approve Resolution 1631 making the nominations. |

RESOLUTION 1631

WHEREAS, the terms of service for five members of the Tarrant Appraisal District Board of Directors will expire on December 31, 2015; and

WHEREAS, the City of Hurst is entitled to nominate candidates to serve on the Board of Directors of the Tarrant County Appraisal District.

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

Section 1: **THAT** the City of Hurst nominates the following person(s) for election to the position of Director of the Tarrant County Appraisal District:

AND IT IS SO RESOLVED.

PASSED by a vote of to on this the 13th day of October 2015.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Richard Ward, Mayor

Approved as to form and legality:

City Attorney



RECEIVED

SEP 8 2015

CITY SECRETARY'S
OFFICE

Jeff Law
Executive Director
Chief Appraiser

September 3, 2015

Mr. Richard Ward
Mayor
City of Hurst
1505 Precinct Line Road
Hurst, Texas 76054

Dear Mr. Ward:

The terms of service for our five members of the Board of Directors will expire on December 31, 2015 and it is time to begin the process of conducting an election.

Based on the amount of the 2014 adjusted tax levy imposed by each eligible taxing unit, we have calculated the number of votes for your entity. The enclosed list will provide you with that information.

The first step in the procedure is the nomination of candidates. Each voting unit may nominate one candidate for each of the five positions to be filled. You are not required to make any nomination or you may nominate any number up to five. The County Tax Assessor/Collector is automatically a non-voting member of the Board of Directors by law.

In order to be eligible to serve as directors, the 2015 nominees must have resided in Tarrant County for at least two years prior to January 1, 2016. They may serve on the governing body of a taxing unit in the County and still be eligible to serve as a Director. However, an employee of a taxing unit is prohibited from serving as a Director unless that employee is also an elected official of the governing body. A Director may not be related to a person who is in the business of appraising property for property tax purposes or represents property owners for compensation in proceedings in the appraisal district or appraises property for use in a proceeding in the appraisal district or who is employed by the appraisal district. A person is ineligible to serve as a director if the individual, or a business in which the individual has a substantial interest, enters into a contract with the appraisal district or enters into a contract with a taxing unit in the district, if that contract relates to the performance of an activity governed by Title I of the Texas Property Tax Code (for example, appraising property for tax purposes or determining eligibility for exemptions). A substantial interest exists where the individual and spouse have a combined ownership of at least 10% of the voting stock or shares of a business, or either of them is a partner, limited partner or an officer. If you have questions concerning the qualifications of nominees for a Board position, please call.

Letter to Taxing Units
Election of Board of Directors
September 3, 2015
Page 2

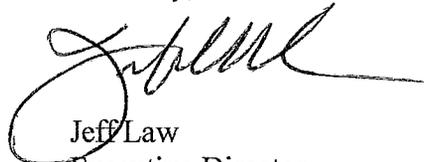
The nominations for Directors, which must be made in an open meeting of your taxing unit, should be submitted by the presiding officer to the Chief Appraiser in the form of a resolution or other official process adopted by the governing body by October 15, 2015, giving the names and addresses of the nominees. A current resume or vita is also helpful.

The appointment calendar is as follows:

| | |
|----------------------|--|
| By October 15, 2015 | Nominations by resolution or official action |
| By October 30, 2015 | Ballots listing nominees delivered to Presiding Officer |
| By December 15, 2015 | Entity submits votes by resolution to Chief Appraiser |
| By December 31, 2015 | Five (5) nominees receiving largest cumulative vote totals are elected |
| January 1, 2016 | Board takes office for two year term |

The duties of the Board are outlined in Chapter 6, Texas Property Tax Code. Again, if you have any questions, do not hesitate to call.

Sincerely,



Jeff Law
Executive Director
Chief Appraiser

JL:mm
Encl.

City Council Staff Report

| | |
|--|--|
| <p>SUBJECT: Consider authorizing the city manager to enter into the second one-year extension to a Professional Facilitations Agreement with The Management Connection</p> | |
| <p>Supporting Documents:</p> | |
| | <p>Meeting Date: 10/13/2015 Department: City Secretary Reviewed by: Rita Frick City Manager Review:</p> |
| <p>Background/Analysis:</p> | |
| <p>The Management Connection has provided Strategic Planning Facilitation Services for the City since the process began in 1999. Facilitation Services include the City Councils' Strategic Planning Process, Customer Service Process, Leadership Development and the Good to Great, the Hurst Way implementation process. Also included is funding for special projects and reimbursement for all travel.</p> <p>The City Council authorized a \$47,000 contract with a 10% contingency in October 2013 with two one-year extensions. Staff is requesting authorization to enter into the second one-year extension of the current contract.</p> <p>Joe Gonzalez, President of The Management Connection, will provide an update of The Hurst Way Program.</p> | |
| <p>Funding and Sources:</p> | |
| <p>Funding is budgeted in the Fiscal Year 2015-2016 budget.</p> | |
| <p>Recommendation:</p> | |
| <p>Staff recommends City Council authorize the city manager to enter into the second one-year extension of the current contract with The Management Connection.</p> | |

City Council Staff Report

SUBJECT: Approval of an Interlocal Cooperation Agreement between the North Central Texas Council of Governments and the City of Hurst for Operation of Commuter Rail Service for FY 2014 through 2016

Supporting Documents:

Meeting Date: 10/13/2015
 Department: Administration
 Reviewed by: Clay Caruthers
 City Manager Review:

Background/Analysis:

Since 2002, the North Central Texas Council of Governments (NCTCOG) has partnered with eight cities, including Hurst, to support commuter rail service on the Trinity Railway Express (TRE). Hurst is one of several cities that utilize sales tax authority for general operations, crime control, and community development. Hurst does not allocate any of its taxing authority to transportation. As such, the City agreed some thirteen years ago to pay an annual amount to NCTCOG in support of TRE. The original agreement with NCTCOG for this purpose expired at the end of fiscal year 2013. NCTCOG spent fiscal year 2014 and part of fiscal year 2015 conducting a license plate survey to determine whether adjustments to the City's funding contributions were needed. As a result of the survey, the City of Hurst's annual contribution will be lowered from \$98,168 to \$90,456. The TRE program is beneficial to the residents of Hurst by providing access to affordable commuter rail service connecting the cities of Hurst, Dallas, and Fort Worth with each other and with D/FW International Airport. The service provides convenience, transportation opportunities, relieves traffic congestion, and aids in efforts to attain federal air quality standards.

Funding and Sources:

The adopted budgets for fiscal years 2014, 2015, and 2016 include sufficient funds designated for TRE within the General Fund, Transportation line item account. The 2014 contribution was encumbered last year as NCTCOG worked to complete the license plate survey.

Recommendation:

Staff recommends the City Council authorize the city manager to enter into an Interlocal Cooperation Agreement with NCTCOG for the operation of commuter rail service through FY 2016, in an amount equal to \$90,456/yr.

**TEEN COURT ADVISORY BOARD MINUTES
MEETING OF SEPTEMBER 3, 2015**

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The Teen Court Advisory Board of the cities of Hurst, Euless and Bedford, Texas met at 6:00 p.m. at Bedford City Hall on the 3rd day of September, 2015, with the following members present:

HURST: Phoebe Soward, Jennifer Tucker, Dawn Jordan Wells

EULESS: Renu Sloan

BEDFORD: Janet Key

TEEN REPRESENTATIVES:

Hurst Council Liaison – Anna Holzer

Bedford Council Liaison – Dave Gebhart

Euless Council Liaison –

HEB Teen Court Coordinator – Mindy Eichorst

HEB Teen Court Assistant Coordinator – Linda Stone

Also present:

Hurst Deputy City Secretary – Cynthia Singleton

Euless Staff Liaison – Teresa Alexander

Bedford Court Manager –

Hurst Court Manager –

HEB Teen Court Clerk-

Bedford Administrative Services Director-

CALL TO ORDER

Chairperson Phoebe Soward called the meeting to order at 6:19 p.m. with a quorum of five Board Members present.

APPROVAL OF MINUTES

- 1. Consider approval of the following Teen Court Advisory Board minutes:**
 - a) January 15, 2015 Regular Meeting**
 - b) January 15, 2015 Banquet Committee Meeting**
 - c) February 12, 2015 Banquet Committee Meeting**
 - d) March 24, 2015 Scholarship Committee Meeting**

Minutes of the January 15, 2015 Regular Board Meeting were reviewed. Minutes of the January 15, 2015, February 12, 2015, and March 24, 2015 Banquet Committee Meetings and Scholarship Committee Meeting respectively were also reviewed. Renu Sloan made a motion to accept all of the minutes and Jennifer Tucker seconded the motion. The motion passed unanimously.

OLD BUSINESS

2. Discuss ideas for fundraisers.

Teen Court Coordinator Mindy Eichorst talked with the Advisory Board about some ideas for fundraising. Eichorst mentioned she had been at a seminar for fundraising options where several companies assist in silent/live auctions and talked with several companies that assist with non-profit fundraising. One of the companies was All for Gooooood. Vikki Aulie is willing to come and speak to the Advisory Board Members and explain her company and how monies can be raised. Another company, Murad, is also willing to come and speak to the Members.

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

There was a discussion as to the goal of a sponsorship/information flier by the members. The information provided within the flier would be for future advisory board members so they can be aware of their responsibilities.

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

Teen Court Coordinator Mindy Eichorst handed out a sheet of paper with the expenses and the income from the banquet. The sheet of paper detailed the expenses including the total amount of the eight senior scholarships. The detail of the income included the breakdown of the sponsors and each amount that was given. Advisory Board Member Jennifer Tucker asked about the expenses at the Hurst Conference Center and technical services and service fees. Eichorst explained that the technical fees included both handheld microphones, the hands free microphones, and also the double projectors and screens.

NEW BUSINESS

4. Discuss and possibly take action on items as they relate to the 2016 annual Teen Court Banquet .

There was discussion about shaking things up for the upcoming banquet. Board Member Jennifer Tucker suggested a reception as opposed to a banquet. Chairperson Phoebe Soward suggested a brunch or dessert reception. It was suggested to possibly "scale it down" from what the banquet has been in the past. Some other possibilities as to where to have the banquet were brought up. Some possibilities included: Old Bedford School (located in Bedford), Brookside (located in Hurst), Bedford Library (located in Bedford).

5. Discuss the 2015 and 2016 Teen Court Competition.

Teen Court Coordinator Mindy Eichorst mentioned that HEB Teen Court participated in the annual Teen Court Competition which was held on Saturday, April 18, 2015 in Ft. Worth. There was one team representing HEB Teen Court and placed twelfth out of 22 teams. HEB Teen Court will again be participating in the Teen Court Competition which will be held in Southlake on Saturday, April 2, 2016.

6. Discuss and possibly take action about teen liaisons being appointed to the Advisory Board.

One application was turned in by a teen interested in being a teen liaison. The teen, Jack Boyd, attends Nolan High School and lives in the City of Bedford. Jack has been volunteering with HEB Teen Court for approximately 4.5 years and currently volunteers as a bailiff. Janet Key made a motion to appoint Jack as a Teen Liaison and Dawn Jordan-Wells seconded the motion. This was a unanimous vote.

7. Discuss attending the Senior Awards Night.

On May 18, 2015 Trinity High School had their Senior Scholarship and Awards Night at First Baptist Euless Church. Vice Chairperson Kathleen Toms and Teen Court Coordinator Mindy Eichorst attended the event and announced a few of the teen recipients who received the scholarships from HEB Teen Court. Eichorst also mentioned that she will be contacting the other high schools that the senior teens attend and invited any of the Advisory Board Members to attend too.

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

The next meeting will be on Thursday, October 1, 2015 at 6:00 pm.

REPORTS

Mindy Eichorst presented the Coordinator's Report and Financial Report for the months of February, through August 2015.

ADJOURNMENT

Janet Key entered a motion for the meeting to be adjourned. Jennifer Tucker seconded the motion and all voted in favor. The meeting was adjourned at 7:55 p.m.



Phoebe Soward, Chairperson

CITY OF HURST

Final Draft

COUNTY OF TARRANT

STATE OF TEXAS

On the 15th day of September, 2015, at 5:30 p.m., the Library Board of the City of Hurst, Texas, convened in Regular Meeting at the Library, 901 Precinct Line Road, Hurst, Texas, with the following members present to-wit:

| | | |
|-------------------|---|---|
| Betty Whiteside |) | Chair |
| Janie Melton-Judy |) | Members |
| Peggy Moore | | |
| Lou Farris | | |
| Joyce Davis | | |
| Gus Nixon | | |
| Ruth Kennedy | | |
| Bruce Hutto |) | Alternates |
| Trasa Cobern | | |
| Allan Heindel |) | Deputy City Manager |
| Malaika Marion |) | Managing Director of Community Services |
| Teri Smith |) | Administrative Assistant |
| Jesse Loucks |) | Library Director |

with the following members absent to-wit: none, constituting a quorum, at which time the following business was transacted.

I. Call to Order

Chair Betty Whiteside called the meeting to order at 5:30 p.m.

II. Roll Call of Members

Teri Smith conducted the Roll Call of Members.

III. Approval of Minutes

The minutes of the August 18, 2015 regular meeting were reviewed and approved as written.

At the request of Staff, the following item was moved to the top of the Agenda.

IX. Informational Items

A. Program Highlight: Allan Heindel stated that the Hurst Public Library is well known for having an exemplary Summer Reading Club Program. He introduced Rosalyn Reyna-Rodriguez, Youth Services Librarian, who gave an overview of the Youth portion of the Summer Reading Club.

- 1. **Youth Summer Reading Club:** Ms. Reyna-Rodriguez reported that there were 80 youth programs for this year’s Summer Reading Club. There were 722 participants who read 25,972 hours.
- 2. **Teen Summer Reading Club:** Ms. Reyna-Rodriguez reported that there were 131 teens who read over 5,000 hours. There were 38 teen volunteers who volunteered over 700 hours of their time to make this year’s Summer Reading Club Program a great success.
- 3. **Adult Summer Reading Club:** Chantele Hancock, Information Specialist, gave an overview of the Adult portion of the Summer Reading Club. She noted that adult participation was 372 with 17,944 hours of reading logged. Ms. Hancock stated that the Summer Reading Club Wrap Up Celebration was a huge success with over 600 in attendance.

Sponsors for the Program included In-N-Out Burger, who served 500 free meals to participants, Texas Rangers, Friends of the Hurst Public Library, Stroud’s Fitness, Ringling Brothers Barnum and Bailey Circus, BJ’s Restaurant, Pot Belly’s, Whataburger, Legoland Discovery Center, Raising Canes, Index Skateboard Supply, 9 Round Kickbox Fitness, Fort Worth Museum of Science and History, Fort Worth Aviation Museum, The Vitamin Shop, Freebird’s, Rebounderz, Grapevine Sea Life Aquariums, Putt-Putt, Yogart Land, Texas Road House, Laura’s Dance Dynamics, Witten’s Grill, Artisan Theater, City of Hurst Police Department, City of Hurst Animal Services, and Lions Club International.

IV. Librarian’s Report

- A. **Statistical Report for August:** The Library Statistical Report for August was distributed to the Board. Jesse Loucks reviewed the report.

| <u>August</u> | |
|-----------------------------------|---------|
| Circulation..... | 34,788 |
| Number of Active Patrons..... | 30,339 |
| Volunteer Hours..... | 165 |
| Door Count..... | 13,421 |
| Electronic Usage Sessions..... | 6,382 |
| Page Views..... | 9,295 |
| Net Revenue..... | \$3,504 |
| Children’s Programming..... | 663 |
| Adult Programming..... | 205 |
| Adult Education Programming | NA |

- B. **Program & Events Report for August:** The Program & Events Report for August was distributed to the Board. Jesse Loucks reviewed the report. Pictures of events were displayed for the Board.
- C. **Upcoming Programs and Events:** The Upcoming Programs and Events report was reviewed by Jesse Loucks. Pictures were displayed for the Board.

D. Works in Progress

1. **Launch Pad Update:** Jesse Loucks explained that last month the AWE computers in the children's area were discontinued. Staff explored other options and the Library purchased 60 new tablets with educational games for use in the Library and for check out.
2. **Talking Tech Project:** Mr. Loucks informed the Board that the Library is implementing new software that will call patron's when their hold items become available.
3. **Laptops for Proctors:** Mr. Loucks noted that the Library offers online educational testing and two new laptops have been ordered to allow students to take tests. These laptops should be available in the next few weeks.

E. Staff Activities

1. **Staff Training:** Mr. Loucks noted that training is ongoing for Library employees including the 5 Levels of Leadership program, other internal training and the Employee Conference.
2. **United Way Chair:** Allan Heindel informed the Board that Library employee Hannah Titony is currently the Chair of the City's United Way campaign and was also chosen as Employee of the Month in July.

V. Reports of the Committees**A. Friends of the Hurst Public Library**

1. **August Revenue Report:** The Board was provided the Friends revenue report for August.

VI. Communications

None at this time.

VII. Unfinished Business

None at this time.

VIII. New Business

- A. **Election of Officers:** Lou Farris made a motion to retain the current Chair, Betty Whiteside and Vice-Chair, Ruth Kennedy and the vote in favor was unanimous.

IX. Informational Items

A. Program Highlight: This item was moved to the top of the Agenda.

- 1. **Youth Summer Reading Club**
- 2. **Teen Summer Reading Club**
- 3. **Adult Summer Reading Club**

B. Library Showcase Preview: Chantele Hancock explained that the Library Showcase is a transition from the Patron Appreciation Event that was held in previous years. This event will be held on Thursday, September 24th from 5:00 to 8:00 p.m. This year’s event will have a Luau theme featuring a performance by Ke Anuenue, a Ukulele player, bounce houses, photo booth, temporary tattoos, cupcakes, popcorn, snow cones, and sunglasses and leis as giveaway items for all participants.

C. 2015/16 Budget Update: Allan Heindel gave a brief overview of the 2015/16 Budget that is being approved by the City Council.

D. BISD Outreach Program: Jesse Loucks reported that the BISD Outreach program was very successful, issuing 84 Library Cards during online registration. He displayed a comparison with four surrounding cities.

E. Fall Heritage Village Presents Events: Malaika Marion informed the Board of the Heritage Village Presents Fall events including the 4th Annual Salsa & Salsa on September 3rd, with 260 in attendance, the upcoming Dogtoberfest on October 8th, and the 3rd Annual Movie in the Park on November 6th.

X. Board Member and Citizen Comments

None at this time.

XI. Adjournment

There being no further business, the meeting was adjourned by Chair Betty Whiteside at 6:50 p.m.

APPROVED this the _____ day of _____, 2015.

APPROVED:

ATTEST:

CHAIRMAN

RECORDING SECRETARY

CITY OF HURST

Final Draft

COUNTY OF TARRANT

STATE OF TEXAS

On the 17th day of September, 2015 at 6:00 p.m., the Parks and Recreation Board of the City of Hurst, Texas, convened in Regular Meeting at the Hurst Public Library, 901 Precinct Line Road, Hurst, Texas, with the following member's present to-wit:

| | | |
|----------------|---|---|
| Alan Neace |) | Chairman |
| Carol Cole |) | Members |
| Ralph Hurd |) | |
| Pat King |) | |
| Rod Robertson |) | |
| Karen Spencer |) | |
| Cathy Thompson |) | Alternates |
| Bob Walker |) | |
| Allan Heindel |) | Deputy City Manager |
| Chris Watson |) | Recreation Director |
| Kyle Gordon |) | Parks Director |
| Malaika Marion |) | Managing Director of Community Services |
| Amy Sisler |) | Recreation Manager |
| Eric Starnes |) | Project and Facilities Manager |
| Paige Lutz |) | Senior Secretary |

With the following member absent: Delbert Derrett constituting a quorum, at which time the following business was transacted:

- I. **Call to Order:** Alan Neace called the meeting to order at 6:00 p.m.
- II. **Roll Call of Members:** Paige Lutz conducted the Roll Call of Members.
- III. **Approval of Minutes:** Ralph Hurd made a motion to approve the minutes of the August 20, 2015 regular meeting as written; Pat King seconded the motion.

AYES: Cole, Hurd, King, Neace, Robertson, Spencer, Thompson, Walker

NOES: None

IV. **Staff Report:**

A. **Director's Reports:**

1. **August Participation Reports:** Chris Watson presented the following statistics for the month of August, 2015.

| <u>August</u> | |
|-------------------|--------|
| Recreation Center | 14,064 |
| Tennis Center | 1,141 |
| Facility Rentals | 124 |

2. **Program Highlight:** Amy Sisler, Recreation Manager, reported that the September Program Highlight features the Hurst Recreation Racquetball Program. She noted that currently the four courts have an average of 520 players per month. She reported that a new Racquetball Challenge Court has been added to the program. She also highlighted Hurst Resident, Patrick Gibson. Mr. Gibson appeared in an article in the *Fort Worth Star Telegram* in August regarding his achievements in the sport of Racquetball. The article noted that Mr. Gibson regards the Hurst Recreation Center his “home court” for racquetball.

B. Special Events:

1. **2015 Chisholm Pond Fish Stocking Program:** The dates for the upcoming fish stocking at the Chisholm Park Pond were displayed.
2. **Heritage Village Presents:** Malaika Marion reported that Salsa & Salsa was held on September 3rd. She noted that Dogtoberfest will be held on October 8th and that the Movie in the Park is scheduled for November 6th at 7:00 p.m. featuring “Inside Out”.
3. **Family Campfire Campout:** Chris Watson reported that the 2nd Annual Family Campfire Campout will be held on October 16th at Chisholm Park.
4. **Walktober Preview:** Chris Watson reported that as part of the Healthy Hurst program the Hurst Recreation Center will celebrate National Walking Month with the Annual Walktober program throughout the month of October.
5. **USTA Adult Tennis Tournament:** Chris Watson reported that the USTA Adult Tennis Tournament has been rescheduled for December 11th – 13th at the Hurst Tennis Center.

C. Works in Progress:

1. **City Hall Landscape Project:** The new landscape around City Hall and the Justice Center is substantially complete. Corrective work and plant replacements are ongoing.

2. **Plainview Landscaping Improvement Project:** The contractor has installed the concrete mow-strips on the east half of Plainview Drive. The project should be complete by early October.
3. **2014 Green Ribbon Grant Phase II:** The project was publicly bid in late July. Due to the fact that the prices came in over budget, the project will be redesigned and re-bid in late October.
4. **Athletic Complex Soccer Restroom:** City Council approved the project for construction. As a result, the contracts between the contractor and the City are being executed. The project should be complete by the end of December.
5. **Parker Cemetery Improvements Phase I:** A decorative fence along the south facing border of the property will be constructed by the end of October.
6. **Landscape Medians Improvements Phase II:** Plant replacement and irrigation work will start along Pipeline Road and Highway 820 in the fall.
7. **Chisholm Park Pond Fountain Repairs:** The fountain at Chisholm Park Pond is not working. Oncor will fix the electrical power fluctuation issue by the end of September and the new fountain will be installed shortly thereafter. Pond improvements are being considered.
8. **Recreation Center Multi-purpose Room:** Construction has begun for the Recreation Center Multi-purpose room. Currently, the old floor and ceiling have been removed. The project should be complete by the end of November.
9. **Rickle Park TRA Project:** This pipeline project will start in late September and should be complete in approximately three months.
10. **Smith Barfield Tennis Court Renovation:** This renovation project should be complete by the end of September.
11. **Undeveloped Park Land Cleanup:** The undeveloped park land at Brown Trail and Holder Drive is being cleaned up. This is in response to concerns of an adjacent neighbor concerned about visibility.

D. Staff Activities:

1. **October Calendar:** Chris Watson reviewed the calendar of events for the month of October.

V. Report of the Committee:**A. John Butler Memorial Senior Banquet:**

1. **Door Prize List:** The Door Prize Distribution List was reviewed. Allan Neace requested a list of the new businesses in Hurst. Allan Heindel reported that staff would email the list to the Board Members.

VI. Communications: An article from *The Fort Worth Star Telegram* regarding fishing at the Chisholm Park Pond was provided to the Board.

VII. Unfinished Business: None to discuss at this time.

VIII. New Business:

- A. Consider Fitness Room Age Requirement:** Amy Sisler reviewed the current age requirement for the Recreation Center Fitness Room. She asked the Board to consider revising the current policy to allow participants at least 12 years old, when accompanied with a parent or guardian, and 14 years old, unsupervised, access to the Fitness Room. She noted that this would also require a change to the current Youth Membership fees. She asked the Board to consider revising the current fees to reflect access to the Fitness Room.

Ralph Hurd made a motion to approve the new Fitness Room Age Requirements and fees as presented; Rod Robertson seconded the motion.

AYES: Cole, Hurd, King, Neace, Robertson, Spencer, Thompson, Walker

NOES: None

- B. Election of Officers:** Alan Neace asked the Board to consider nominations for the positions of Board Chair and Vice Chair for the coming year.

Rod Robertson nominated Alan Neace to serve as Chair; Pat King seconded the motion. There were no other nominations.

AYES: Cole, Hurd, King, Neace, Robertson, Spencer, Thompson, Walker

NOES: None

Ralph Hurd nominated Rod Robertson to serve as Vice Chair; Bob Walker seconded the motion. There were no other nominations.

AYES: Cole, Hurd, King, Neace, Robertson, Spencer, Thompson, Walker

NOES: None

IX. Informational Items:

A. Chisholm Aquatics Center Project Update: Eric Starnes presented an update regarding the Chisholm Aquatics Center Project. He noted that the project should be completed by October 2015.

B. 2015/16 Budget Update: Allan Heindel presented an overview of the City's budget for FY 2015/16.

C. Special Events Promotional Video: Alan Heindel presented the Special Events Promotional video. The video offered highlights of the 2015 Stars & Stripes event and the 2014 Tree Lighting event. Rod Robertson inquired if it would be possible to offer Christmas ornaments with the Hurst logo in the Marketplace at the Tree Lighting; Chris Watson reported that the staff is looking into the possibility.

X. Board Member and Citizen Comments: Alan Neace welcomed new Board member, Cathy Thompson.

XI. Adjournment: Rod Robertson made a motion to adjourn the meeting; Ralph Hurd seconded the motion.

AYES: Cole, Hurd, King, Neace, Robertson, Spencer, Thompson, Walker

NOES: None

Rod Robertson adjourned the meeting at 7:20 p.m.

APPROVED this the _____ day of _____, 20__

APPROVED:

ATTEST:

CHAIRMAN

RECORDING SECRETARY

CITY OF HURST

Final Draft

COUNTY OF TARRANT

STATE OF TEXAS

On the 17th day of September, 2015, at 11:00 a.m., the Hurst Senior Citizens Advisory Board of the City of Hurst, Texas, convened in Regular Meeting at the Hurst Senior Center, 700 Heritage Circle, Hurst, Texas, with the following members present to-wit:

| | | |
|------------------|---|---|
| Marcy Davis |) | Chair |
| Gerald Grieser |) | Members |
| Doris Young | | |
| Joan Stinnett | | |
| John Smith | | |
| Barbara Albright | | |
| John Sechrist | | |
| Durwood Foote |) | Alternates |
| Marie Perry | | |
| Allan Heindel |) | Deputy City Manager |
| Malaika Marion |) | Managing Director of Community Services |
| Linda Rea |) | Senior Center Director |
| Michelle Varley |) | Activities Coordinator |
| Teri Smith |) | Administrative Assistant |

with the following members absent to wit: Bob Hampton, constituting a quorum, at which time the following business was transacted.

I. Call to Order

Marcy Davis called the meeting to order at 11:00 a.m.

II. Roll Call of Members

Teri Smith conducted the Roll Call of Members.

III. Approval of Minutes

The minutes from the August 20, 2015 meeting were approved as written.

IV. Senior Center Director's Report

A. Statistical Report for August: The Statistical Report for August was distributed to the Board and reviewed by Linda Rea.

August

| | |
|--------------------------------|-----------|
| Center Attendance..... | 9,013 |
| Number of Members..... | 1,712 |
| Volunteer Hours..... | 1,160 |
| Net Revenue..... | \$ 11,249 |
| Fitness Center Attendance..... | 2,754 |
| Class Attendance..... | 1,673 |
| Aquatics..... | 171 |

- B. Program & Event Report:** The Program & Event Report for August was distributed to the Board and reviewed by Michelle Varley.
- C. Upcoming Programs & Events:** A list of Upcoming Programs & Events was distributed to the Board and reviewed by Michelle Varley.

Michelle Varley distributed a copy of the Senior Pipeline to each Board Member.

D. Works in Progress

- 1. Fitness Center Repairs:** Allan Heindel informed the Board of the replacement schedule for the fitness equipment and repairs that are conducted on an as-needed basis. He noted that Staff has found a new vendor that will replace components only, which is more cost effective than replacing the entire unit.
- 2. Multi-purpose Room Divider Repairs:** Mr. Heindel explained that the divider for the multi-purpose room has been repaired.
- 3. Shades Repairs:** He noted that the window shades are being repaired as needed.

E. Staff Activities

- 1. City of Hurst Employee Conference:** Malaika Marion stated that all City employees attended a conference this month focused on customer service. Michelle Varley served on one of the panels for a session on the 5 Levels of Leadership.
- 2. Tarrant County Seniors' Jamboree:** Linda Rea explained that the Hurst Senior Activities Center will participate in this year's Senior Jamboree that has been moved to Camp Carter in Fort Worth on Friday, September 25th. There will be a lot of valuable information available at this event.
- 3. Empowering Seniors Expo:** Ms. Rea noted that Michelle Varley will host a table at the Empowering Seniors Expo this year and urged the Board Members to attend.

V. Communications

- A. Star Telegram Article:** Malaika Marion noted that there was another good article about the Senior Center in the Fort Worth Star Telegram highlighting our unique facility and its offerings. The Craft Fair and several other activities were highlighted.

VI. New Business

- A. Election of Officers:** Doris Young made a motion to retain the current Chair, Marcy Davis and Vice-Chair, Gerald Grieser. Durwood Foote seconded the motion and the vote in favor was unanimous.

VII. Informational Items

- A. Program Highlight:** Michelle Varley highlighted the Vaccination Clinic that will take place on October 6th from 9:00 to noon. This event is sponsored by Tom Thumb. Vaccinations will include flu, pneumonia, tetanus, and shingles.
- B. Senior Center Parking Lot Update:** Allan Heindel explained that Staff is investigating placing a gate at the south entrance to the Senior Center to deter drive through traffic during operating hours.
- C. 2015/16 Budget Update:** Mr. Heindel gave a brief overview of the 2015/16 Budget that was approved by City Council.
- D. Heritage Village Presents Fall Events:** Malaika Marion informed the Board of the Heritage Village Presents Fall events including the 4th Annual Salsa & Salsa on September 3rd, with 260 in attendance, the upcoming Dogtoberfest on October 8th, and the 3rd Annual Movie in the Park on November 6th.

VIII. Board Member and Citizen Comments:

None at this time.

IX. Adjournment

There being no further business, the meeting was adjourned by Marcy Davis at 12:06 p.m.

APPROVED this the _____ day of _____, 2015.

APPROVED:

ATTEST:

CHAIR

RECORDING SECRETARY

**MINUTES
CITY OF HURST
TRAFFIC SAFETY COMMISSION
MONDAY, SEPTEMBER 28, 2015**

On the 28th day of September 2015 at 6:00 p.m., the Traffic Safety Commission of the City of Hurst, Texas, convened in regular meeting at Hurst City Hall, 1505 Precinct Line Road, Hurst, Texas with the following members and staff present:

| | |
|-----------------|--------------|
| Faith Waligora |) Chair |
| Nell Delaughter |) Vice Chair |
| Rebecca Hankins |) |
| Larry Wilson |) |
| Kim Leach |) |

| | |
|--------------------------|----------------------------------|
| Gregory W. Dickens, P.E. |) City Engineer |
| Patty Flaherty |) Administrative Assistant |
| Joe Villa |) Interim Service Center Manager |
| James Wilkerson |) Police Officer |

With Doyle Little and Ronnie Martin being absent, a quorum was met and the following business was transacted to wit:

The Traffic Safety Commission meeting was called to order by Faith Waligora.

- I. Under Agenda Item No. II, Approval of Minutes, June 1, 2015: Larry Wilson made a motion to approve the minutes. Rebecca Hankins seconded the motion. The motion prevailed by the following vote:

Ayes: Delaughter, Waligora, Hankins, Wilson and Leach
Noes: None

- II. Under Agenda Item No. III, Action Items

1. Request for Multiway Stop Signs on Norwood Drive at Bedford Court West:

Staff was contacted by a resident in June/July 2015 requesting a multiway stop be placed at Norwood Drive and Bedford Court West. Currently, there are stop signs on Norwood Drive, but no stop signs on Bedford Court West.

Staff took traffic counts between July 22 and July 27, 2015. In order to recommend a four way stop at any intersection in Hurst, the traffic counts would need to meet the Texas Manual on Uniform Traffic Control Devices, 2006 edition warrants for multiway stop applications. Staff utilized the count data collected and filled out a multiway stop sign study checking all warrants. None of the five warrants were met. The City Engineer explained that with only one minor accident in the last five years and since it did not meet warrants, he suggested not installing the multiway stop. Rebecca Hankins made a motion to concur with the City Engineer and since it did not meet warrants, do not install the multiway stop

signs. She would like the smart machine set out in the east and west bound directions. Kim Leach seconded the motion. The motion prevailed by the following vote:

Ayes: Delaughter, Waligora, Hankins, Wilson and Leach

Noes: None

2. Removal of Existing School Zone on SH 183/121 Eastbound Frontage Road between Dorris Street and Yates Drive intersection:

Staff was contacted by the Texas Department of Transportation concerning removal of this school zone. The school zone does not appear to be needed anymore since the overhead pedestrian bridge over SH 183/121 lands on the south side of the frontage road. There is a sidewalk on the south side of the frontage road for pedestrians to use. There are no sidewalks on the north side of the frontage road, so no pedestrians should be walking along the north side and need to cross over to the south side.

Officer Wilkerson advised the Commission that the state was planning to raise the speed limit on the frontage road. Also, he stated that frontage roads are where he witnesses a lot of excessive speeding. He recommends leaving the school zone.

Nell Delaughter made a motion to not remove the school zone. Amy Hankins seconded the motion. The motion prevailed by the following vote:

Ayes: Delaughter, Waligora, Hankins, Wilson and Leach

Noes: None

III. Under Agenda Item No. IV, Discussion Items:

1. Designate a School Zone on Pipeline Road for new Harrison Lane Pedestrian Crossing:

Normally, school zones for reduced speed limits are called for near schools when there are not sufficient gaps in traffic flow to allow for pedestrians to cross safely at designated crosswalks. Stop signs and traffic signals usually give pedestrians the ability to cross streets safely due to traffic flow having to stop. On Pipeline Road at Harrison Lane, the traffic signal has pedestrian signals with push button actuators. Also, a crossing guard is present to assist in helping the school children cross safely. It is the Police Chief's and Public Works staff's opinion that a school zone on Pipeline Road is not needed.

Faith Waligora expressed that since Pipeline Road would be widened, designating a school zone would be a good idea. She asked the City Engineer to conduct a traffic study to determine if a school zone is needed.

IV. Under Agenda Item No. V. Updates:

1. Harrison Lane Realignment at Pipeline Road Project: The City Engineer explained that the project was complete. He did explain that the City would be receiving grant money from the state through the Safety Access to Schools Program and they are considering adding sidewalks on the east side of Harrison Lane.
2. Open Records and Open Meeting Law Training: The City Engineer reminded the Commission to take the Open Records and Open Meeting Law Training.

There being no further business, the meeting adjourned at 6:40 p.m.

APPROVED this the _____ day of _____ 2015

APPROVED:

Faith Waligora, Chairman

ATTEST:

Recording Secretary

**MINUTES
CITY OF HURST
PLANNING AND ZONING COMMISSION
WORK SESSION
MONDAY, OCTOBER 5, 2015**

On the 5th day of October 2015, at 6:30 p.m., the Planning and Zoning Commission of the City of Hurst, Texas, convened in regular meeting at Hurst City Hall, 1505 Precinct Line Rd. Hurst, Texas with the following members and staff present:

| | |
|-----------------|--|
| Georgia Kidwell |) Members |
| Charles Aman |) |
| Bill Bryan |) |
| Howard Shotwell |) |
| Joe Fuchs |) |
| Mark Cyrier |) |
| Weldon Martin |) |
| Michelle Lazo |) Director Planning and Community Development |
| Steve Bowden |) Director of Economic Development |
| Erin Mills |) Assistant Planning and Development |

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

I. Call To Order

II. Discussion:

Consider a recommendation of: SP-15-04 Royal Residency Estates, a site plan for Lot 3R, Block 1 Whiteman Addition, being 2.59 acres located at 312 E. Pecan Street.

Consider a recommendation of: SP-15-13 Tarrant County Northeast Courthouse, a site plan revision for signage only on Lot 1, Block 1 NE Tarrant County Plaza, being 5.5 acres located at 645 Grapevine Hwy.

Consider a recommendation of SP-15-10 Crestview Phase II, a site plan for Lots 3 and 5, Block 1 Crestview Highway 26 Addition, being 5.5 acres located at 785 Grapevine Highway.

Consider a recommendation of P-15-14 Crestview Highway 26 Addition, a replat of Lot 3 to Lots 3R, 5, and 6, Block 1 Crestview Highway 26 Addition, being 9.146 acres located at 785 Grapevine Highway.

.

APPROVED this the _____ day of _____ 2015.

ATTEST:

Recording Secretary

Planning & Zoning Commission

Georgia Kidwell, Chairperson

**MINUTES
CITY OF HURST
PLANNING AND ZONING COMMISSION
MONDAY, OCTOBER 5, 2015**

On the 5th day of October 2015, at 7:00 p.m., the Planning and Zoning Commission of the City of Hurst, Texas, convened in regular meeting at Hurst City Hall, 1505 Precinct Line Rd. Hurst, Texas with the following members and staff present:

| | |
|-----------------|--|
| Georgia Kidwell |) Members |
| Charles Aman |) |
| Bill Bryan |) |
| Howard Shotwell |) |
| Joe Fuchs |) |
| Mark Cyrier |) |
| Weldon Martin |) |
| Michelle Lazo |) Director Planning and Community Development |
| Steve Bowden |) Economic Development Director |
| Erin Mills |) Assistant Planning and Development |

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

The meeting was called to order at 7:00 p.m.

The Pledge of Allegiance was led by Mr. Cyrier

1. Mr. Aman moved to approve the minutes for the August 31, 2015 meeting. Mr. Shotwell seconded the motion. The motion prevailed by a vote of 7-0.
2. Consider a recommendation of SP-15-04 Royal Residency Estates, a site plan for Lot 3R, Block 1 Whiteman Addition, being 2.59 acres located at 312 E. Pecan Street.

Applicant. Jim Dewey with JDJR Engineering addressed the commission to explain the plans and answer any questions.

Georgia Kidwell opened the public hearing for SP-15-04

Resident, Betty Whiteside at 321 Tanglewood Dr. spoke to voice her concern with which sewer and water lines the new homes would tap into. She also voiced her concerns with drainage from the properties.

Resident, Ian McNeil spoke in opposition to the development. He had concerns with how well the homes would sell facing the apartment complex.

Resident, Trista Spooner at 540 Brown Trail spoke in opposition to the development. She asked questions regarding what fencing materials would be used. She also had concerns that two story homes would be built directly behind her, and wanted to know how the residents will access their back yards.

There being no one else to address the commission, Mr. Bryan made a motion to close the public hearing. The motion was seconded by Mr. Fuchs. The motion prevailed by a vote of 7-0.

After some additional discussion Mr. Dewey answered all of the questions that the residents and the commission had asked and addressed the concern of the 2 story property on Lot 1. Mr. Cyrier made a motion to recommend approval of SP-15-04 Royal Residency Estates, a site plan for Lot 3R, Block 1 Whiteman Addition, being 2.59 acres located at 312 E. Pecan Street with the exception that Lot 1 would be restricted to a single story home. Mr. Martin seconded the motion. Motion prevailed by a vote of 7-0.

3. Consider a recommendation of SP-15-13 Tarrant County Northeast Courthouse, a site plan revision for signage only on Lot 1, Block 1 NE Tarrant County Plaza, being 5.5 acres located at 645 Grapevine Hwy.

Applicant. William W. Echols III with Tarrant County addressed the commission to explain the plans and answer any questions.

Resident Carey Beck at 2505 Hurstview Dr. spoke with questions regarding where the sign will be located on the property.

There being no one else to address the commission, Mr. Fuchs made a motion to close the public hearing. The motion was seconded by Mr. Martin. The motion prevailed by a vote of 7-0

After some additional discussion by the commission Mr. Bryan made a motion to recommend approval of SP-15-13 Tarrant County Northeast Courthouse, a site plan revision for signage only on Lot 1, Block 1 NE Tarrant County Plaza, being 5.5 acres located at 645 Grapevine Hwy. Mr. Aman seconded the motion. Motion prevailed by a vote of 7-0.

4. Consider a recommendation of: SP-15-10 Crestview Phase II, a site plan for Lots 3 and 5, Block 1 Crestview Highway 26 Addition, being 5.5 acres located at 785 Grapevine Highway.

The applicant requested to postpone this agenda item

Mr. Aman made a motion to postpone SP-15-10 Crestview Phase II, a site plan for Lots 3 and 5, Block 1 Crestview Highway 26 Addition, being 5.5 acres located at 785 Grapevine Highway. Mr. Cyrier seconded the motion. The motion prevailed by a vote of 7-0.

5. Consider a recommendation of P-15-14 Crestview Highway 26 Addition, a replat of Lot 3 to Lots 3R, 5, and 6, Block 1 Crestview Highway 26 Addition being 9.146 acres located at 785 Grapevine Highway.

The applicant requested to postpone this agenda item.

Mr. Aman made a motion to postpone P-15-14 Crestview Highway 26 Addition, a replat of Lot 3 to Lots 3R, 5, and 6, Block 1 Crestview Highway 26 Addition being 9.146 acres located at 785 Grapevine Highway. Mr. Cyrier seconded the motion. The motion prevailed by a vote of 7-0

There being no further business, The Chair declared the meeting adjourned at 7:40 p.m.

APPROVED this the _____ day of _____ 2015

**Georgia Kidwell, Chair
Planning & Zoning Commission**

ATTEST:

Recording Secretary

Future Event Calendar

October 13, 2015

| DATE AND TIME | ACTIVITY |
|--|---|
| 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 7:00 a.m. - Noon | Good Neighbor Day Bellaire Shopping Center |
| Tuesday, November 10, 2015 6:30 p.m. | Regular City Council Meeting City Council Chambers |