

**WORK SESSION AGENDA OF THE CITY COUNCIL OF HURST, TEXAS
CITY HALL, 1505 PRECINCT LINE ROAD
FIRST FLOOR CONFERENCE ROOM
TUESDAY, FEBRUARY 9, 2016 – 5:30 P.M.**

I. Call to Order

II. Informational Items

- Presentation of Police Department Annual Profile Report

III. Discussion of Agenda Item(s) 5

Consider P-16-01 Kmart Plaza Addition, a replat of Lot D1 to Lot D1R, Block 1 Kmart Plaza Addition, being .62 acre located at 1245 Pipeline Road

Michelle Lazo

IV. Discussion of Agenda Item(s) 6

Consider Ordinance 2313, first reading, amending Chapter 10 “Health” of the City of Hurst Code of Ordinances, by amending a portion of Section 10-78 “Definitions”, and Section 10-84, “Inoperative, Abandoned or Junked Vehicle”

Michelle Lazo

V. Discussion of Agenda Item(s) 7

Consider Ordinance 2314, first reading, amending Chapter 14 “Offenses and Miscellaneous Provisions” Article II “Noise” by amending a portion of Section 14-22 “Loud noises generally”

Steve Bowden

VI. Discussion of Agenda Item(s) 8

Consider Resolution 1638 supporting Roundstone Development’s Senior Housing Development application for funding

Steve Bowden

VII. Discussion of Agenda Item(s) 9

Consider authorizing the city manager to proceed with the Hurst City Hall renovation plan

Clay Caruthers

VIII. Discussion of Agenda Item(s) 10

Consider authorizing the city manager to purchase an ambulance from Frazer LTD, of Houston, Texas

John Brown

IX. Adjournment

Posted by: _____

This the 5th day of February 2016, 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, FEBRUARY 9, 2016**

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 Larry Kitchens)

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. Consider approval of the minutes for the January 26 and February 2, 2016 City Council meetings
2. Consider authorizing the city manager to execute Change Order No. 1 for the 2015 Miscellaneous Sanitary Sewer Pipe Bursting Improvements Project
3. Consider authorizing the city manager to enter into a Professional Service Contract with Pace Analytical for the routine monitoring of drinking water/wastewater, lead and copper sample analysis
4. Consider authorizing the city manager to enter into a Professional Service Contract with Armstrong Forensic Laboratories for Commercial Wastewater Surcharge Sampling Analysis

PLAT(S)

5. Consider P-16-01 Kmart Plaza Addition, a replat of Lot D1 to Lot D1R, Block 1 Kmart Plaza Addition, being .62 acre located at 1245 Pipeline Road

ORDINANCES(S)

6. Consider Ordinance 2313, first reading, amending Chapter 10 "Health" of the City of Hurst Code of Ordinances, by amending a portion of Section 10-78 "Definitions", and Section 10-84, "Inoperative, Abandoned or Junked Vehicle"

7. Consider Ordinance 2314, first reading, amending Chapter 14 “Offenses and Miscellaneous Provisions” Article II “Noise” by amending a portion of Section 14-22 “Loud noises generally”

RESOLUTION(S)

8. Consider Resolution 1638 supporting Roundstone Development’s Senior Housing Development application for funding

ACTION ITEM(S)

9. Consider authorizing the city manager to proceed with the Hurst City Hall renovation plan
10. Consider authorizing the city manager to purchase an ambulance from Frazer LTD, of Houston, Texas

OTHER BUSINESS

11. Review of the following advisory board meeting minutes:
 - Teen Court Advisory Board
 - Hurst Senior Citizens Advisory Board
 - Library Board
 - Planning and Zoning Commission
 - Parks and Recreation Board
12. Review of upcoming calendar items
13. 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, Section 551.074, Personnel - (City Council Appointees) and to reconvene in Open Session at the conclusion of the Executive Session

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

ADJOURNMENT

Posted by: _____

This 5th day of February 2016, 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, January 26, 2016**

On the 26th day of January 2016, at 5:30 p.m., the City Council of the City of Hurst, Texas, convened in Work Session at Hurst City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

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

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

I. Call to Order – The meeting was called to order at 5:30 p.m.

II. Informational Items

- Presentation by Roundstone Developers regarding Senior Housing Development. Councilmembers received information and discussed a proposed Senior Housing Development by Roundstone Developers. Roundstone representatives Michael Hartman and Clifton Phillips reviewed their federal grant application requirements for low income Senior Housing. They explained the proposed project will be one story single family cottages. Mr. Hartman reviewed the different types of funding mechanisms available for these types of projects noting the competitiveness of the grant application and the need for the city's support to gain points to win the award. Councilmembers discussed the company's experience with this type of project and the city's process for zoning and site plan approval. Also discussed were income requirements and age requirements for residents. City Manager Allan Weegar stated staff will bring a Resolution for Council's consideration at the next City Council meeting.

Due to time constraints, the following items were not discussed in work session:

III. Discussion of Agenda Item(s)11

Consider designating Sheri Lane from Harrison Lane to Reed Street as the FY 2016 – 42nd Year Community Development Block Grant (CDBG) Program

IV. Discussion of Agenda Item(s)12

Consider authorizing the city manager to enter into an Agreement with The Conley Group, for design and engineering services, for Recreation Center repairs

V. Discussion of Agenda Item(s)13

Consider authorizing the city manager to proceed with the Redbud Park Playground Replacement Plan

VI. Adjournment - The work session adjourned at 6:25 p.m.

APPROVED this the 9th day of February 2016.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Richard Ward, Mayor

City of Hurst
City Council Minutes
Tuesday, January 26, 2016

On the 26th day of January 2016, 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	)	Assistant City Manager
Rita Frick	)	City Secretary
Greg Dickens	)	Executive Director of Public Works
Steve Bowden	)	Executive Director of Development
Michelle Lazo	)	Managing Director of Development

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 Nancy Welton gave the Invocation.

The Pledge of Allegiance was given.

PRESENTATION(S)

1. Presentation of the 2015 Digital Strategy and Impact Award Presentation. Mayor Ward recognized GovDelivery representative Phil Moore who presented the 2015 Digital Strategy and Impact Award Presentation to Managing Director of Marketing and Communications Ashleigh Johnson. Mr. Moore explained they reviewed over 150 submissions and were proud to honor the City of Hurst. Ms. Johnson stated it is an honor to accept the award and introduced marketing and communication staff Shelley Klein and Kara Crane. She explained it is a team effort to market and provide communications to the community. City Manager Allan Weegar stated his appreciation for what Ms. Johnson and her staff does for the city.

CONSENT AGENDA

2. Considered approval of the minutes for the January 12, 2016 City Council meetings.
3. Considered Ordinance 2310, second reading, SP-15-11, Professional Precinct Center, a site plan for Lot 1, Block 1, Professional Precinct Center Addition, being .85 acre located at 7040 Precinct Line Road.
4. Considered Ordinance 2311, second reading, SP-15-15, Slim Chickens, a site plan approval on Lot 5E, Block 1A, Olde Towne Square, being 1.10 acres located at 1420 Precinct Line Road.
5. Considered Ordinance 2312, second reading, SP-15-18, El Pollo Loco, a site plan approval on Lot D1, Block 1, K-Mart Plaza Addition, being .62 acre located at 1245 Pipeline Road.
6. Considered Ordinance 2309, second reading, concerning designation of a proposed school speed limit zone on Pipeline Road for the Harrison Lane intersection.
7. Considered Resolution 1637 supporting the Community Powered Revitalization (CPR) Program and authorizing the city manager to fund as allowed under Texas Local Government Code 380.
8. Considered authorizing the city manager to enter into a contract with Kinloch Equipment & Supply, Inc., a sole source provider, for the restoration of Unit 811 Sewer Vactor Truck.
9. Considered authorizing the city manager to enter into a Service Agreement with Prime Controls, LP, a sole source provider, for maintenance of SCADA system equipment.
10. Considered canceling the March 8, 2016 City Council meeting.

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

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

No: None

ACTION ITEM(S)

11. Considered designating Sheri Lane from Harrison Lane to Reed Street as the FY 2016 – 42nd Year Community Development Block Grant (CDBG) Program.

Mayor Ward recognized City Manager Allan Weegar who stated a public hearing was held at the last City Council meeting to seek input for possible projects. He stated staff is presenting the proposed project tonight. Executive Director of Public Works Greg

Dickens stated staff is recommending Sheri Lane from Harrison Lane to Reed Street as the project for the 2016 Community Development Block Grant (CDBG) program. Mr. Dickens reviewed the proposed construction noting the estimated cost of construction including design and contingencies is \$304,100. He stated staff estimates the City of Hurst will receive a CDBG grant amount of \$150,000 from Tarrant County and staff will come back to Council to approve the additional funding later this year.

In response to Councilmembers' questions, Mr. Dickens stated the project should start around November and he believes there will be little disruption for the school.

Councilmember McLendon moved to designate the reconstruction of Sheri Lane from Harrison lane to Reed Street as the FY 2016 – 42 Year Community Development Block Grant Program project for Hurst. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

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

No: None

12. Considered authorizing the city manager to enter into an Agreement with The Conley Group, for design and engineering services, for Recreation Center repairs.

Mayor Ward recognized Deputy City Manager Allan Heindel who reviewed the intermittent leaks at the Recreation Center over the last ten years. He explained that during a recent heavy storm, the leaks caused extensive damage to the cardio room and the main gym flooring. Mr. Heindel stated the roof can no longer be patched and is need of replacement. Mr. Heindel stated staff received a proposal, in the amount of \$64,300, from the engineering firm, The Conely Group, to provide the investigative design and engineering services for the Recreation Center repairs. The repairs include a complete roof replacement, removal and replacement of the window wall system in the cardio room, replacement of waterproofing components throughout the building, and repairs to the main gym floor. Mr. Heindel stated The Conley Group will review roof replacement system options, provide a cost benefit analysis to determine the best option, develop construction documents and drawings, provide bid support services, and provide construction administration services. Mr. Heindel provided pictures of the extensive damage to the gym floor. In response to Councilmembers' questions, Mr. Heindel stated staff is working to see if insurance will cover some of the repairs. He stated the majority of the damage is the gym floor and some damage to the curtain wall.

Councilmember Booe moved to authorize the city manager to enter into an agreement with the Conley Group for design and engineering services for the Recreation Center repairs, in the amount of \$70,730, with funding from the Half Cent Sales Tax Fund. Motion seconded by Councilmember Holzer. Motion prevailed by the following vote:

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

No: None

13. Considered authorizing the city manager to proceed with the Redbud Park Playground Replacement Plan.

Mayor Ward recognized Deputy City Manager Allan Heindel who reviewed the proposed playground replacement plan, showing a prototype of the equipment. Mr. Heindel stated the Parks and Recreation Advisory Board reviewed the Redbud Park playground replacement plan, and recommended the City Council proceed with the purchase and installation of the new playground. Mr. Heindel reviewed proposed funding noting that Gametime is the low bidder and offers the best product. In response to Councilmembers' questions, Mr. Heindel stated they plan to start the project immediately and be finished when the school term ends.

Councilmember Kitchens moved to authorize the City Manager to proceed with the replacement of the Redbud Park playground, for an amount not to exceed \$264,256 with funding from the Half Cent Sales Tax Fund and the Park Donation Fund. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

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

No: None

OTHER BUSINESS

14. Review of upcoming calendar items - City Manager Allan Weegar noted the February 15, 2016 Townhall Report to the Community, 6:00 p.m. at the Hurst Conference Center.
15. City Council Reports – Councilmember Wilson stated he recently attended the quarterly TML Risk Pool meeting, and due to the lack of hurricanes this year, the risk pool is in good financial standing. Councilmember Kitchens provided a brief update on the Telecommunications Act and broadband deployment noting access is still a big problem. He stated his National League of Cities Telecommunications Committee just completed their report for 2015.

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

Mayor Ward recognized Ms. Paula Cleaver, 201 Brazil Drive, Hurst, Texas, who expressed her problems with a business behind her home and requested the Council review the current Noise and Zoning Ordinance. Mayor Ward explained, due to the Open Meetings Act, the Council could not discuss this issue tonight, but staff will contact her.

Mayor Ward recessed the meeting at 7:22 p.m. to Executive Session in Compliance With the Provisions of the Texas Open Meetings Law, Authorized by Government Code, Section 551.087 deliberation and conducting of economic development negotiations regarding financial information relative to prospective business expansion and Section 551.074, Personnel - (City Council Appointees) and reconvened Open Session at 7:56

p.m.

16. Take any and all action necessary ensuing from Executive Session. No action was taken.

ADJOURNMENT

The meeting adjourned at 7:57 p.m.

APPROVED this the 9th day of February 2016.

ATTEST:

APPROVED:

Rita L. Frick, City Secretary

Richard Ward, Mayor

**MINUTES
HURST CITY COUNCIL
WORK SESSION
TUESDAY, FEBRUARY 2, 2016**

On the 2nd day of February 2016, at 5:15 p.m., the City Council of the City of Hurst, Texas, convened in Work Session at the Hurst Conference Center, 1601 Campus Drive, Hurst, Texas, with the following members present:

Richard Ward	)	Mayor
Bill McLendon	)	Mayor Pro Tem
Henry Wilson)	
Anna Holzer)	
Larry Kitchens)	
David Booe	)	Councilmembers
Nancy Welton)	
Allan Weegar	)	City Manager
Rita Frick	)	City Secretary
Stephen Moore	)	Police Chief
Steve Bowden	)	Executive Director of Development
Michelle Lazo	)	Managing Director of Development

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

- I.** The meeting was called to order at 5:15 p.m.
- II.** Informational Items – None.
- III.** Review and Discussion of possible revisions to the City of Hurst Code of Ordinances. City Manager Allan Weegar and staff members presented possible updates to the Code of Ordinances including suggested updates to codes relating to inoperative vehicles, noise levels, e-cigarettes, gaming machines and solicitors. Councilmembers discussed definitions, processes and the need for the proposed amendments. City Manager Allan Weegar stated staff will bring the proposed amendments for Council’s consideration at upcoming City Council meetings.

Mayor Ward recessed the meeting to Executive Session at 6:10 p.m. in compliance with the provisions of the Texas Open Meetings Law, authorized by Government Code, Section 551.074, Personnel - (City Council Appointees) and reconvened to Open Session at 8:02 p.m.

- IV.** Adjournment - The Work Session was adjourned at 8:03 p.m.

APPROVED this the 9th day of February 2016.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Richard Ward, Mayor

City Council Staff Report

SUBJECT: Consider authorizing the city manager to execute Change Order No. 1 for the 2015 Miscellaneous Sanitary Sewer Pipe Bursting Improvements Project, in the amount of \$29,885.00

Supporting Documents:

Change Order No. 1
 Exhibits A and B

Meeting Date: 2/9/2016
 Department: Public Works
 Reviewed by: Gregory Dickens
 City Manager Review:

Background/Analysis:

Staff has noticed two additional sanitary sewer locations that are in need of immediate improvements. The first location involves adding a new manhole to a 1,000-foot section of existing sanitary sewer main at 729 Buena Vista Drive. The current cleaning equipment allows us to service sewer mains of no more than 800 feet in length. By adding a manhole in the middle of this current 1,000-foot section of pipe, we will be able to service the entire section.

The second location involves rehabilitating approximately 400 linear feet of existing 6" clay tile pipe. This section runs from 624 Melbourne Court to 1101 Kathryn Street. This section has shown considerably more deterioration in the recent past.

The current contract with Excel 4 Construction, LLC, is for \$544,077.00, with a total approved project budget of \$550,000.00. An additional \$29,885.00 is needed to cover the cost of Change Order No. 1. The total budget for this project after approval of this item is \$579,885.00.

Funding and Sources:

The funds are available in the sanitary sewer system maintenance account.

Recommendation:

Staff recommends that the City Council authorize the city manager to execute Change Order No. 1 with Excel 4 Construction, LLC in the amount of \$29,885.00 for the 2015 Miscellaneous Sanitary Sewer Pipe Bursting Improvement Project.

RECEIVED

JAN 25 2016

ENGINEERING
DATE

January 19, 2016

CONTRACT CHANGE ORDER
CITY OF HURST
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION



CHANGE ORDER NO.	1	AMOUNT	DAYS
PROJECT NUMBER	6314-202	ORIGINAL CONTRACT	\$544,077.00
PROJECT NAME	2015 Misc. S.S. Pipebursting Improvements	PREVIOUS C.O.	\$0.00
CONTRACTOR	Excel 4 Const. LLC	PREVIOUS CONTRACT	\$544,077.00
		THIS C.O.	\$29,885.00
		REVISED CONTRACT	\$573,962.00
			15
			120

BY: *L. Conchas* DATE 01/21/2016

TITLE: Luis Conchas / President

CITY OF HURST

Recom'd by Project Engineer/Public Works Director Date

JUSTIFICATION: Rehab existing 6" clay tile on Melbourne Ct

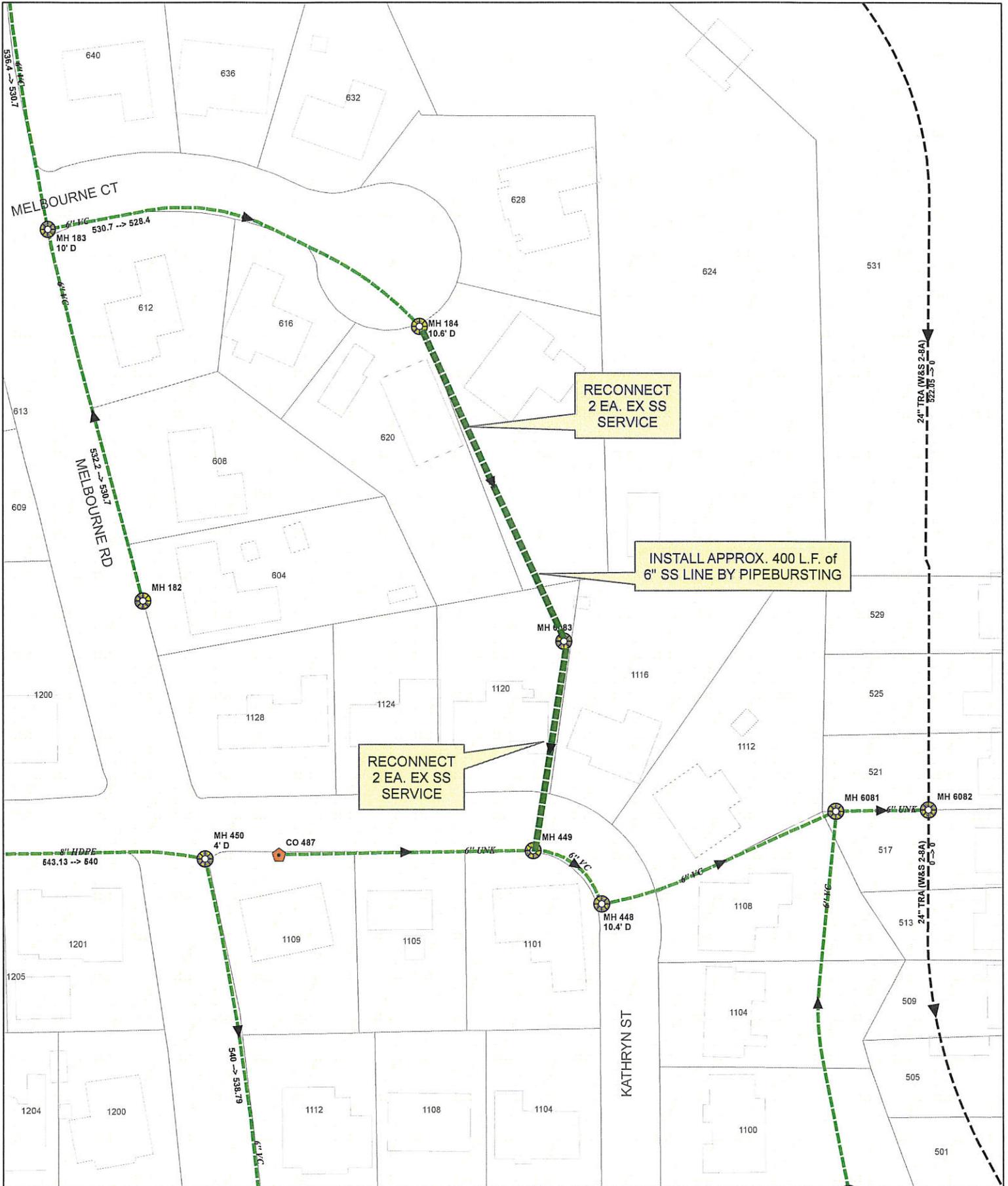
Add S.S. manhole on Buena Vista Dr. Coat manhole with Raven coating behind 716 Buena Vista.

ORIGINAL CONTRACT				CHANGE ORDER				
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	QTY CHANGE (+/-)	REVISED QTY	AMOUNT OF CHANGE
106a	Rehab. 6" San. Sew Pipe by Pipe Bursting 6" HDPE Pipe	0	L.F.	\$39.00	\$0.00	415	415	\$16,185.00
109a	Reconnect Sanitary Sewer Service to New HDPE Main	0	EA	\$860.00	\$0.00	4	4	\$3,440.00
112a	Yard / Parkway Restoration	0	L.S.	\$1,200.00	\$0.00	1	1	\$1,200.00
204a	Furnish & Install New Std. 4' Dia SSMH on Buena Vista @ Oak Dr.	0	EA	\$4,700.00	\$0.00	1	1	\$4,700.00
102a	Sawcut, Rem. & Repl. 6" HMA Pavement on Buena Vista @ Oak Dr.	0	S.F.	\$15.00	\$0.00	64	64	\$960.00
501a	Sawcut, Rem. & Repl. Curb & Gutter on Buena Vista @ Oak Dr.	0	L.F.	\$125.00	\$0.00	8	8	\$1,000.00
113	Coat Sanitary Sewer Manhole Interior w/RAVEN Coating behind 817 Buena Vista	0	V.F.	\$300.00	\$0.00	8	8	\$2,400.00
						TOTAL		\$29,885.00

City Manager

Date

2015 SANITARY SEWER PIPE BURSTING
 PROJECT NO. 6314-202
 PROPOSED CHANGE ORDER NO. 1 - EXHIBIT "B"



City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into a Professional Service Contract with Pace Analytical for the routine monitoring of drinking water/wastewater, lead and copper sample analysis

Supporting Documents:

Professional Services Contract
 Exhibit A: Price Quotation

Meeting Date: 2/9/2016
 Department: Public Works
 Reviewed by: Greg Dickens
 City Manager Review:

Background/Analysis:

The City of Hurst historically has utilized City of Fort Worth and Talem Labs, Inc. for bacteriological, lead and copper, unregulated contaminants monitoring rule (UCMR), and well site water sampling analysis. Talem Labs Inc. was purchased by Pace Analytical in the summer 2015. Staff has been using Pace Analytical to provide testing for almost all water and wastewater related testing since May 2015. Their testing has been reliable. It was discovered in January 2016, that the original service contract was signed in January of 2006 with option to renew on an annual basis for an additional two years. This professional service contract is overdue for renewal. Staff would like to split the water and wastewater testing between Pace Analytical and Armstrong Forensic Laboratories. Staff would like the City to enter into an annually renewable Professional Services Contract with Pace Analytical to meet all current water sample testing requirements. Budgeting for water sample testing is in the current FY 2016 budget, in the amount of \$25,000, and is sufficient for the proposed services to be provided through Pace Analytical.

Funding and Sources:

Funding for these services are provided in the current fiscal year budget for the Water Division Enterprise Fund.

Recommendation:

Staff recommends City Council authorize the city manager to enter into a Professional Services Contract, with Pace Analytical, renewable on an annual basis, for an additional four years, for water sample testing.

THE STATE OF TEXAS §

COUNTY OF TARRANT §

PROFESSIONAL SERVICES CONTRACT

City of Hurst

Routine Monitoring for Drinking Water/Wastewater, Lead & Copper Sample Analysis

THIS CONTRACT, By and between the **CITY OF HURST**, a municipal corporation located in Tarrant County, Texas, hereinafter called "City", and **PACE ANALYTICAL**, a corporation business in the State of Texas, hereinafter called "Firm", evidences the following:

WHEREAS, City desires the professional services for:

Complete analysis of the City's routine monitoring of Drinking Water/Wastewater, Lead and Copper sample analysis.

WHEREAS, The firm represents that it is qualified and capable of performing the professional services proposed herein for this project and is willing to enter into this Contract with City to perform said services;

NOW, THEREFORE, the parties in consideration of the terms and conditions contained herein agreed as follows:

1. **EMPLOYMENT OF THE PROFESSIONAL**

Firm agrees to perform professional services in connection with the Project as set forth in the following section of this Contract, City agrees to pay, and Firm agrees to accept fees as set forth in the following sections as full and final compensation for all services provided under this Contract. The City retains the right to utilize other qualified professional services during this period and shall not be held exclusive to the Firm by set agreement.

2. **CONTRACT ADMINISTRATION**

This Contract shall be administered on behalf of the City by the Executive Director of Hurst Public Works or his designated representatives (hereinafter called "Executive Director"), and on behalf of the Firm by its duly authorized officials.

3. **FIRM'S SERVICES**

The Firm agrees to render services as outlined in Exhibit A, Price Quotation for Routine Monitoring of Drinking Water/Wastewater, Lead and Copper Sample Analysis.

4. **PAYMENT FOR SERVICES**

- A. Firm shall submit itemized monthly statements for Services. City shall make payments in the amount shown by the Firm's monthly statements and other documentation submitted, and no other interest shall ever be due on late payments.
- B. Total payments for expenses, costs, and professional services related to additional appraisals needed beyond those specifically listed in Exhibit A shall be at a rate as shown on Exhibit A.
- C. Nothing contained in this article shall require City to pay for any work which is unsatisfactory as reasonably determined by the "Executive Director" or which is not submitted in compliance with the terms of this Contract. City shall not be required to make any payments to the Firm when the Firm is in default under this Contract; nor shall this paragraph constitute a waiver of any right, at law or in equity, which City may have if the Firm is in default, including the right to bring legal action for damages or for specific performance of this Contract, nor shall it constitute a waiver of any right, at law or in equity, which Firm may have to bring legal action for payment when Firm believes it was not under such default and is owed fees under the terms of this agreement.

5. **OWNERSHIP OF DOCUMENTS**

All reports and other data prepared, provided and/or assembled by Firm under this Contract, and other related items shall become the sole property of the City and shall be delivered to City, without restrictions on future use. Firm may make copies of any and all documents and items for its files.

6. **SERVICES BY CITY**

City shall provide the following services under this Contract:

- A. Provide bacteriological, well site, commercial and industrial wastewater, lead and copper samples in containers with executed chain of custody forms to the Firm as City's requirements for the Project.

7. **COMPLETION SCHEDULE**

The services furnished by the Firm under this Contract will be completed in accordance with the following:

The Contract is a twelve (12) month renewable agreement effective _____, 2016. Prices shall not be increased for the entire agreement period. At the City's option, the agreement may be renewed for four (4) additional twelve (12) month periods, and then from month to month until a new agreement is established or the agreement is terminated.

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

8. NOTICE TO PROCEED

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

9. TERMINATION OF CONTRACT

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

10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

11. EQUAL EMPLOYMENT OPPORTUNITY

A. The Firm shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, or place of birth. The Professional shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, religion, sex, ancestry, national origin, or place of birth.

B. If the Firm fails to comply with the Federal Laws relating to Equal Employment Opportunity, it is agreed that the City at its option may do either or both of the following:

- 1) Cancel, terminate, or suspend the contract in whole or in part;
- 2) Declare the Firm ineligible for further City Contracts until he is determined to be in compliance.

12. **AMENDMENTS**

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

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

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

14. **RIGHT OF REVIEW**

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

15. **CONFLICT OF INTEREST**

No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position with the City. Any violation of this section with knowledge, expressed or implied, of the person or corporation contracting with the City shall render the Contract involved voidable by the City Manager or the City Council.

16. **CONTRACT PERSONAL**

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

17. **NOTICES**

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

If intended for Hurst, to:

LISA FOWLER

Contact Person

Administrative Secretary

Title

City of Hurst
2001 Precinct Line Road
Hurst, Texas 76054
(817) 788-7201

If intended for Consultant, to:

Jennifer Diulio

Contact Person

Service Center Manager

Title

Pace Analytical

Firm Name

400 W. Bethany

Address

Allen, Tx 75013

City, State, Zip Code

972-727-1123

Telephone No.

18. INDEPENDENT CONTRACTOR

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

19. INDEMNITY

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

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

20. INSURANCE

Firm agrees to maintain workmen's compensation insurance to cover all of its own personnel engaged in performing services for client under this agreement. Firm also agrees to maintain public liability insurance covering claims against Firm for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under this agreement.

21. **VENUE**

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

22. **APPLICABLE LAWS**

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

23. **GOVERNING LAWS**

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

24. **LEGAL CONSTRUCTION**

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

25. **PUBLISHED MATERIAL**

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

26. **CAPTIONS**

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

27. **SUCCESSORS AND ASSIGNS**

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

28. **ENTIRE AGREEMENT**

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

IN WITNESS WHEREOF, the parties hereby have executed this agreement in triplicate originals on this date, the _____ day of _____, 2016.

PACE ANALYTICAL

CITY OF HURST

Signature

Allan Weegar, City Manager

400 W. Bethany

Address

Recommended:

Allen, Tx 75013

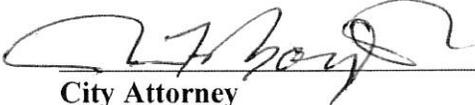
City, State, Zip Code

Executive Director of Public Works

WITNESS:

APPROVED AS TO FORM:

Signature



City Attorney

Printed Name

**SCOPE OF WORK
LABORATORY ANALYSIS
CITY OF HURST**

ANALYSIS

The work shall consist of bacteriological, well site, commercial and industrial wastewater, heavy metals, lead and copper sample analysis as follows:

- Routine Drinking Water Samples as required by TCEQ
- Lead & Copper (EPA 200.8) as required by TCEQ
- (BOD) Biochemical Oxygen Demand SM 521B
- (TSS) Total Suspended Solids) EPA 160.2
- Metals
 - Arsenic
 - Selenium
 - Mercury
 - Barium
 - Boron
 - Cadmium
 - Chromium
 - Copper
 - Lead
 - Manganese
 - Nickel
 - Silver
 - Zinc
- Cyanide
- Oil & Grease

AMOUNT

Approximately 1800 combined water/wastewater samples per year.

REPORTING

Bottles, Chain of Custody Forms and other sample related materials are supplied by the Firm to the City of Hurst. Formal analysis reports shall be provided to the Administrative Secretary at 2001 Precinct Line Road, Hurst, Texas 76054 via standard mail, fax or email at Lfowler@hursttx.gov and meet the City's approval. Reports shall be provided within five (5) days of the completed analysis for negative results and immediately upon determination of a positive result per TCEQ standards and guidelines.

EXHIBT A



Pace Analytical Services, Inc.
400 W. Bethany
Allen, TX 75013
Phone: 972-727-1123
Fax: 972-727-1175

Contact Information

Account Name City of Hurst Quote Number 00024974
Prepared By Jennifer DiIulio
Email jennifer.diiulio@pacelabs.com

Project Information

Quote Name Lead and Copper Created Date 1/20/2016
Project Start Date 5/2/2016

Address Information

Bill To Name City of Hurst Ship To Name City of Hurst
Bill To 2001 Precinct Line Road
Hurst, TX 76054

Quote Details

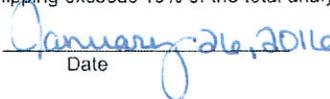
Quantity	Method	Product	Sales Price	Sub-Total	Total-Price
30.00	EPA 200.8	Lead & Copper (only)	\$45.00	\$1,350.00	\$1,350.00
1.00	N/A	Per Cooler Shipping: Flat Rate	\$50.00	\$50.00	\$50.00
Grand-Total					\$1,400.00

Additional Pricing Considerations:

If you have specific questions about any conditions noted below, please contact your Pace Analytical Representative.

- Proposal expires 60 days from created date above, unless accepted, signed and returned.
- Quoted prices include standard Pace Analytical QA/QC, reporting limits, compound lists and standard report format unless noted otherwise.
- If project specific MS/MSD samples are submitted, they may be billable.
- TAT (Turn Around Time) is in working days unless otherwise specified above.
- To ensure requested TAT is available, please coordinate with your Pace Analytical representative at time of sample submittal.
- Any deviation from the above quoted scope of work, including sample arrival date and volume, may result in adjustment of prices.
- Please include Quote Number on Chain-of-custody to ensure proper billing.
- Pricing includes standard delivery of bottle/sample kits and coolers.
- Charges will apply for non-standard shipping and for projects where shipping exceeds 10% of the total analytical costs of the shipment.


Client Signature


Date

Terms and Conditions

Pace Analytical Services, Inc.: Terms and Conditions

1. **Controlling Provisions** - These Standard Terms and Conditions ("Terms") govern the agreed-upon services (the "Project") that Pace Analytical ("Pace") will perform on behalf of Hurst ("Client") (collectively, the Parties) and superseded any other written provisions (including purchase/work orders) related to the Project, as well as prior discussions, courses of dealing, or performance.
2. **Warranty** - Pace hereby warrants that it will: 1) conduct all tests and observations using the protocols and laboratory procedures as



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specified in accepted task orders, scopes of work, proposals, or written instructions ("Contract Paperwork"); and 2) uphold the reasonable scientific and engineering standards in effect in the industry at the time the service/s is/are performed. If Client subsequently, including pursuant to an executed amendment, direct different procedures and/or protocols, which may or may not involve the use of any third-party laboratory or contractor, Pace cannot warrant the results and Client shall hold Pace harmless from all claims, damages, and expenses arising from Client's direction.

3. **Data** - Pace will provide Client with data as specified in the Contract Paperwork. Following final report issuance, Pace will retain back-up data for up to three (3) years and final reports for up to five (5) years. Pending Client's payment in full for Pace's contracted services, Pace may retain any Client data not already released.

4. **Intellectual Property/Ownership** - Pace shall retain sole ownership of any new method, procedure, or equipment it develops or discovers while performing services pursuant to the Contract Paperwork.

5. **Non-competition** - Client shall not solicit or recruit Pace personnel for at least 12 months following the termination of the Project governed by these Terms.

6. **Sample Delivery, Acceptance, and Containers** - ~~Client shall provide Pace with at least 10 business days' prior written notice of the delivery of any sample(s).~~ Within 72 hours following Client's notice, Pace shall issue a written rejection of the sample(s) or its acceptance may be presumed. Notwithstanding the foregoing, Client shall remain liable for any loss or damage to the sample(s) until Pace evidences its acceptance on the chain of custody documents. Pace reserves the right to charge for any sample container(s) that are: a) provided to, but not used, by Client; or b) received by Pace, but not analyzed at Client's request. CLP 01/22/16

7. **Sample Storage and Disposal** - Pace shall dispose of any non-hazardous sample(s) within 30 days following the issuance of Client's final report. In addition, Pace may return, and Client must accept, any/all highly hazardous, acutely toxic, or radioactive sample(s), sample containers, and residues, as well as any/all sample(s) for which no approved method of disposal exists.

8. **Non-Assignment** - Neither party may assign or transfer any rights or obligations existing under these Terms without prior written notice to the other party, except that Pace may, without notice to its Client: a) transfer the Project to another Pace laboratory; or 2) subcontract the Project to a third-party laboratory.

9. **Time of Completion: Force Majeure** - Pace shall use its best efforts to accomplish the Project within any specified time limitations. Pace shall not be held responsible for any non-performance or delay caused by Client, Client's employee, agents, or contractors, or factors or events beyond Pace's control, such as government shutdowns, natural disasters, labor strikes or acts of God.

10. **Compensation -**

a) The pricing offered to Client by Pace is predicated upon Client's acceptance of these Terms. In most cases, the pricing includes all sample containers and preservatives as prescribed by the analytical method requested for each determination. Credit worthiness will be determined based upon an assessment of Client's payment history, credit reports, financial stability, and/or other factors. If Pace is serving as a subcontractor for Client, Pace may seek and receive information about the Prime Client prior to granting credit. If credit is not granted, Client must pay Pace prior to initiation of the Project.

b) Client agrees to pay for services as documented by Pace and accepted by Client. Payment terms for uncontested invoice items are net 30 days. Client must notify Pace in writing within 15 days of its receipt of the invoice in order to suspend its payment and interest obligations for any disputed invoice items pending resolution. Beginning 30 days after the invoice date, Pace may charge interest on all unpaid and undisputed balances at the rate of 1.5% per month, not to exceed the maximum rate allowed by law. Client may ask Pace to invoice a third party, although Client shall remain ultimately responsible for the payment of any outstanding balance.

c) Client's failure to pay within 60 days of Pace's dated invoice shall constitute a material breach of these Terms, for which Pace may terminate all of its duties hereunder without liability. If Pace must subsequently take action to collect payment, Client shall pay all associated costs thereof, including attorneys' fees. Any significant changes to the scope of work following the submittal of a price quotation or the delivery of samples to the laboratory are subject to a renegotiation of prices and/or terms relating to the original scope of work. Qualifying changes may include, but are not limited to: QA/QC requirements and procedures; detection limits; samples received and stored, but not analyzed; a decrease in quantity of samples delivered compared to quantity quoted; and reporting and other deliverable format requirements. Pace shall not be required to comply with such changes unless Pace agrees to them in writing.

11. **Risk Allocation and Damages** - Client accepts that the Project may involve inherent risks and that Pace cannot always guarantee satisfactory results. Notwithstanding the foregoing, if a court of competent jurisdiction finds that Pace failed to meet applicable standards and if Client suffers damages as a result, Pace's aggregate liability for its negligence or unintentional breach of contract shall not exceed the total fee paid for its services.

This limitation shall not apply to losses arising from Pace's negligence or willful misconduct, so long as:

1. Client notifies Pace within 30 days from the date of discovery of Pace's claimed negligence or misconduct; or two years from the date of the Client's claimed losses; and
2. Pace is allowed to investigate and, insofar as possible, mitigate Client's claimed losses.

Neither Pace nor Client shall be liable to the other for special, incidental, consequential, or punitive losses, except as allowed in Section 12.



Pace Analytical Services, Inc.
400 W. Bethany
Allen, TX 75013
Phone: 972-727-1123
Fax: 972-727-1175

Client Responsibilities below.

12. **Client Responsibilities** - Client shall:

- a) Provide Pace with full and complete information about all known or reasonably knowable factors that could affect Pace's ability to perform its obligations, and promptly notify Pace if it discovers same following Project initiation;
- b) Enable access by Pace personnel and/or subcontractor to any site where Pace is to perform work, and to all Client personnel who are critical to the success of the Project;
- c) Obtain, on behalf of Pace, any authority or permission required by any third party;
- d) Provide Pace with at least 10 business day's notice of any known or reasonably knowable delay regarding the start-up, progress, or completion of the Project; and
- e) Pay for Pace's reasonable costs to perform any out-of-scope services, such as compliance audits, responding to subpoenas, etc.

If Client defaults on any of these responsibilities and Pace incurs labor and/or material costs as a result, Client shall reimburse Pace for its actual expenses, as well as any lost profits directly attributable to Client's default.

13. **Indemnification** - Pace shall indemnify and hold Client harmless from and against any demands, losses, damages, and expenses caused by Pace's negligence or willful misconduct, as well as by the negligence and willful misconduct by persons for whom Pace is legally responsible. Client shall likewise indemnify and hold Pace harmless from and against the demands, losses, damages, and expenses caused by Client's negligence or willful misconduct, including Client's use of Pace's name and/or registered mark for anything other than the specific purpose for which it was intended. In addition, Client shall fully indemnify Pace from and against any and all claims by a third party, as well as for all related losses, costs, fees, damages, liabilities or expenses arising out of or relating to Client's breach of these Terms or its violation of applicable laws.

14. **Insurance** - Pace carries liability insurance with limits as follows:

- General Liability - \$1,000,000 each occurrence; \$2,000,000 general aggregate;
- Personal and Advertising Injury - \$1,000,000;
- Automobile Liability - \$1,000,000 combined single limit;
- Excess Liability Umbrella - \$5,000,000 aggregate; \$5,000,000 each occurrence;
- Worker's Compensation Insurance - statutory limits; and
- Professional Liability - \$5,000,000 aggregate, \$5,000,000 per claim

Pace will, at Client's request, submit certificates of insurance showing limits of coverage.

15. **Amendments/Change Orders** - Any attempt to modify, vary, supplement, or clarify any provision of these Terms is of no effect unless reduced to writing and signed by both Parties. Any such changes may increase the amount due Pace and affect Pace's obligations towards Client (see Section 2. Warranty).

16. **Confidentiality** - Each party agrees that if, during the performance of the Project, it becomes aware of any confidential or proprietary information of the other, it will not disclose such information except to those employees, subcontractors, or agents who have expressly agreed to maintain confidentiality.

17. **Miscellaneous Provisions** -

- a) These Terms supersede all prior negotiations and agreements, written or oral, between Pace and Client with respect to this matter; in no event will other terms - excepting those contained in any individual task order(s) relating to this matter - be considered part of these Terms.
- b) In the absence of an executed agreement between the Parties, the delivery of any sample(s) to a Pace laboratory will constitute acceptance of these Terms by Client.
- c) These Terms shall be construed and interpreted in accordance with the laws of the State of Minnesota without giving effect to the principles of conflicts of law thereof.
- d) Client may publicly identify Pace's role as its testing laboratory so long as it immediately retracts or eliminates all such references upon termination of these Terms or Pace's written request.
- e) For purposes of these Terms, the Parties may use and rely upon electronic signatures and documents for the execution and delivery of these Terms and any amendments, notices, records, disclosures, or other documents of any type sent or received in accordance with these Terms.
- f) Pace is an independent contractor; no employer/employee relationship shall arise as a result of the Project.
- g) These Terms shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.



Pace Analytical Services, Inc.
400 W. Bethany
Allen, TX 75013
Phone: 972-727-1123
Fax: 972-727-1175

Contact Information

Contact Name Mark Overcash
Account Name City of Hurst
Phone (817) 788-7206
Email movercash@hursttx.gov

Quote Number 00025010
Prepared By Jennifer DiIulio
Email jennifer.diulio@pacelabs.com

Project Information

Quote Name Routine Monitoring for DW and WW
Project Start Date 1/1/2016
Turn Around Time 5-7 days

Created Date 1/21/2016

Address Information

Bill To Name City of Hurst
Bill To 2001 Precinct Line Road
Hurst, TX 76054

Ship To Name City of Hurst



Pace Analytical Services, Inc.
 400 W. Bethany
 Allen, TX 75013
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Quote Details

Quantity	Method	Product	Line Item Description	Sales Price	Sub-Total	Total-Price
1.00	EPA 200.7 (ICP)	Arsenic (As)-Each add'l metal		\$9.00	\$9.00	\$9.00
1.00	EPA 200.7 (ICP)	Barium (Ba)-Each add'l metal		\$9.00	\$9.00	\$9.00
1.00	SM 5210B	Biochemical Oxygen Demand (BOD5)		\$31.50	\$31.50	\$31.50
1.00	EPA 6010B/ 200.7 (ICP)	Boron (B)-Each add'l metal		\$9.00	\$9.00	\$9.00
1.00	EPA 200.7 (ICP)	Cadmium (Cd)-Each add'l metal		\$9.00	\$9.00	\$9.00
1.00	EPA 200.7 (ICP)	Chromium, total (Cr)-Each add'l metal		\$9.00	\$9.00	\$9.00
1.00	EPA 6010B/ 200.7 (ICP)	Copper (Cu)-Each add'l metal		\$9.00	\$9.00	\$9.00
1.00	SM 4500-CN-G	Cyanide, amenable		\$45.50	\$45.50	\$45.50
1.00	SM 4500 CN-E	Cyanide, total		\$31.50	\$31.50	\$31.50
1.00	EPA 200.8	Lead & Copper (only)	Drinking water samples	\$45.00	\$45.00	\$45.00
1.00	EPA 200.7 (ICP)	Lead (Pb)-Each add'l metal		\$9.00	\$9.00	\$9.00
1.00	EPA 6010B/ 200.7 (ICP)	Magnesium (Mg)-Each add'l metal		\$9.00	\$9.00	\$9.00
1.00	EPA 245.1	Mercury, CVAA (water)		\$27.00	\$27.00	\$27.00
1.00	EPA 200.7 (ICP)	Nickel (Ni)-Each add'l metal		\$9.00	\$9.00	\$9.00
1.00	EPA 1664A	Oil & Grease, Water (Gravimetric)		\$42.50	\$42.50	\$42.50
1.00	N/A	Per Cooler Shipping: Flat Rate	Shipping Pb/Cu samples to Florida DW lab	\$50.00	\$50.00	\$50.00
1.00	EPA 200.7	Selenium (Se)-Each add'l metal		\$9.00	\$9.00	\$9.00
1.00	EPA 200.7 (ICP)	Silver (Ag)-Each add'l metal		\$9.00	\$9.00	\$9.00
1.00	EPA 160.2	Solids, Total Suspended (TSS)		\$13.50	\$13.50	\$13.50
1.00	SM 9223B	Total Coliforms, Bacteria (Colilert w/E. Coli)		\$30.00	\$30.00	\$30.00
1.00	EPA 200.7 (ICP)	Zinc (Zn)-Each add'l metal		\$9.00	\$9.00	\$9.00
Grand-Total						\$424.50

Additional Pricing Considerations:

If you have specific questions about any conditions noted below, please contact your Pace Analytical Representative.

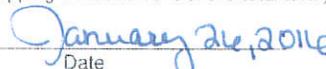
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- Quoted prices include standard Pace Analytical QA/QC, reporting limits, compound lists and standard report format unless noted otherwise.
- If project specific MS/MSD samples are submitted, they may be billable.
- TAT (Turn Around Time) is in working days unless otherwise specified above.
- To ensure requested TAT is available, please coordinate with your Pace Analytical representative at time of sample submittal.



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- Any deviation from the above quoted scope of work, including sample arrival date and volume, may result in adjustment of prices.
- Please include Quote Number on Chain-of-custody to ensure proper billing.
- Pricing includes standard delivery of bottle/sample kits and coolers.
- Charges will apply for non-standard shipping and for projects where shipping exceeds 10% of the total analytical costs of the shipment.


Client Signature


Date

Terms and Conditions

Pace Analytical Services, Inc.: Terms and Conditions

1. **Controlling Provisions** - These Standard Terms and Conditions ("Terms") govern the agreed-upon services (the "Project") that Pace Analytical ("Pace") will perform on behalf of Hust ("Client") (collectively, the Parties) and superseded any other written provisions (including purchase/work orders) related to the Project, as well as prior discussions, courses of dealing, or performance.
2. **Warranty** - Pace hereby warrants that it will: 1) conduct all tests and observations using the protocols and laboratory procedures as specified in accepted task orders, scopes of work, proposals, or written instructions ("Contract Paperwork"); and 2) uphold the reasonable scientific and engineering standards in effect in the industry at the time the service/s is/are performed. If Client subsequently, including pursuant to an executed amendment, direct different procedures and/or protocols, which may or may not involve the use of any third-party laboratory or contractor, Pace cannot warrant the results and Client shall hold Pace harmless from all claims, damages, and expenses arising from Client's direction.
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7. **Sample Storage and Disposal** - Pace shall dispose of any non-hazardous sample(s) within 30 days following the issuance of Client's final report. In addition, Pace may return, and Client must accept, any/all highly hazardous, acutely toxic, or radioactive sample(s), sample containers, and residues, as well as any/all sample(s) for which no approved method of disposal exists.
8. **Non-Assignment** - Neither party may assign or transfer any rights or obligations existing under these Terms without prior written notice to the other party, except that Pace may, without notice to its Client: a) transfer the Project to another Pace laboratory; or 2) subcontract the Project to a third-party laboratory.
9. **Time of Completion; Force Majeure** - Pace shall use its best efforts to accomplish the Project within any specified time limitations. Pace shall not be held responsible for any non-performance or delay caused by Client, Client's employee, agents, or contractors, or factors or events beyond Pace's control, such as government shutdowns, natural disasters, labor strikes or acts of God.
10. **Compensation** -
 - a) The pricing offered to Client by Pace is predicated upon Client's acceptance of these Terms. In most cases, the pricing includes all sample containers and preservatives as prescribed by the analytical method requested for each determination. Credit worthiness will be determined based upon an assessment of Client's payment history, credit reports, financial stability, and/or other factors. If Pace is serving as a subcontractor for Client, Pace may seek and receive information about the Prime Client prior to granting credit. If credit is not granted, Client must pay Pace prior to initiation of the Project.
 - b) Client agrees to pay for services as documented by Pace and accepted by Client. Payment terms for uncontested invoice items are net 30 days. Client must notify Pace in writing within 15 days of its receipt of the invoice in order to suspend its payment and interest obligations for any disputed invoice items pending resolution. Beginning 30 days after the invoice date, Pace may charge interest on all unpaid and undisputed balances at the rate of 1.5% per month, not to exceed the maximum rate allowed by law. Client may ask Pace to invoice a third party, although Client shall remain ultimately responsible for the payment of any outstanding balance.



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c) Client's failure to pay within 60 days of Pace's dated invoice shall constitute a material breach of these Terms, for which Pace may terminate all of its duties hereunder without liability. If Pace must subsequently take action to collect payment, Client shall pay all associated costs thereof, including attorneys' fees. Any significant changes to the scope of work following the submittal of a price quotation or the delivery of samples to the laboratory are subject to a renegotiation of prices and/or terms relating to the original scope of work. Qualifying changes may include, but are not limited to: QA/QC requirements and procedures; detection limits; samples received and stored, but not analyzed; a decrease in quantity of samples delivered compared to quantity quoted; and reporting and other deliverable format requirements. Pace shall not be required to comply with such changes unless Pace agrees to them in writing.

11. Risk Allocation and Damages - Client accepts that the Project may involve inherent risks and that Pace cannot always guarantee satisfactory results. Notwithstanding the foregoing, if a court of competent jurisdiction finds that Pace failed to meet applicable standards and if Client suffers damages as a result, Pace's aggregate liability for its negligence or unintentional breach of contract shall not exceed the total fee paid for its services.

This limitation shall not apply to losses arising from Pace's negligence or willful misconduct, so long as:

1. Client notifies Pace within: 30 days from the date of discovery of Pace's claimed negligence or misconduct; or two years from the date of the Client's claimed losses; and
2. Pace is allowed to investigate and, insofar as possible, mitigate Client's claimed losses.

Neither Pace nor Client shall be liable to the other for special, incidental, consequential, or punitive losses, except as allowed in Section 12 Client Responsibilities below.

12. Client Responsibilities - Client shall:

- a) Provide Pace with full and complete information about all known or reasonably knowable factors that could affect Pace's ability to perform its obligations, and promptly notify Pace if it discovers same following Project initiation;
- b) Enable access by Pace personnel and/or subcontractor to any site where Pace is to perform work, and to all Client personnel who are critical to the success of the Project;
- c) Obtain, on behalf of Pace, any authority or permission required by any third party;
- d) Provide Pace with at least 10 business day's notice of any known or reasonably knowable delay regarding the start-up, progress, or completion of the Project; and
- e) Pay for Pace's reasonable costs to perform any out-of-scope services, such as compliance audits, responding to subpoenas, etc.

If Client defaults on any of these responsibilities and Pace incurs labor and/or material costs as a result, Client shall reimburse Pace for its actual expenses, as well as any lost profits directly attributable to Client's default.

13. Indemnification - Pace shall indemnify and hold Client harmless from and against any demands, losses, damages, and expenses caused by Pace's negligence or willful misconduct, as well as by the negligence and willful misconduct by persons for whom Pace is legally responsible. Client shall likewise indemnify and hold Pace harmless from and against the demands, losses, damages, and expenses caused by Client's negligence or willful misconduct, including Client's use of Pace's name and/or registered mark for anything other than the specific purpose for which it was intended. In addition, Client shall fully indemnify Pace from and against any and all claims by a third party, as well as for all related losses, costs, fees, damages, liabilities or expenses arising out of or relating to Client's breach of these Terms or its violation of applicable laws.

14. Insurance - Pace carries liability insurance with limits as follows:

- General Liability - \$1,000,000 each occurrence; \$2,000,000 general aggregate;
- Personal and Advertising Injury - \$1,000,000;
- Automobile Liability - \$1,000,000 combined single limit;
- Excess Liability Umbrella - \$5,000,000 aggregate; \$5,000,000 each occurrence;
- Worker's Compensation Insurance - statutory limits; and
- Professional Liability - \$5,000,000 aggregate, \$5,000,000 per claim

Pace will, at Client's request, submit certificates of insurance showing limits of coverage.

15. Amendments/Change Orders - Any attempt to modify, vary, supplement, or clarify any provision of these Terms is of no effect unless reduced to writing and signed by both Parties. Any such changes may increase the amount due Pace and affect Pace's obligations towards Client (see Section 2. Warranty).

16. Confidentiality - Each party agrees that if, during the performance of the Project, it becomes aware of any confidential or proprietary information of the other, it will not disclose such information except to those employees, subcontractors, or agents who have expressly agreed to maintain confidentiality.

17. Miscellaneous Provisions -

- a) These Terms supersede all prior negotiations and agreements, written or oral, between Pace and Client with respect to this matter; in no event will other terms - excepting those contained in any individual task order(s) relating to this matter - be considered part of these Terms
- b) In the absence of an executed agreement between the Parties, the delivery of any sample(s) to a Pace laboratory will constitute acceptance of these Terms by Client.

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into a Professional Service Contract with Armstrong Forensic Laboratories for Commercial Wastewater Surcharge Sampling Analysis

Supporting Documents:

Professional Services Contract
 Exhibit A: Price Quotation

Meeting Date: 2/9/2016
 Department: Public Works
 Reviewed by: Greg Dickens
 City Manager Review:

Background/Analysis:

The City of Hurst historically has utilized Talem Labs Inc. for commercial wastewater surcharge sampling testing and analysis. Talem Labs Inc. was purchased by Pace Analytical in the summer 2015. Staff continued using Pace Analytical to provide testing for the wastewater surcharge program. It was discovered in January 2016, that the original service contract was signed in January of 2006, with an option to renew on an annual basis for an additional two years. This professional service contract is overdue for renewal. Staff reviewed TCEQ approved laboratories and decided to request a price quotation from Armstrong Forensic Laboratories for providing the wastewater surcharge program testing. They provided test results promptly, in the past, when they were utilized instead of Pace Analytical. Budgeting for commercial wastewater sampling is in the current FY 2016 budget, in the amount of \$26,600, and is sufficient for the proposed services to be provided through Armstrong Forensic Laboratories. Staff would like the City to enter into an annually renewable Professional Services Contract, with Armstrong Laboratories, to meet all our current commercial wastewater surcharge sampling operation requirements. This will allow Pace Analytical to concentrate on just the water sample testing in the future.

Funding and Sources:

Funding for these services are provided for in the current fiscal year budget for the Wastewater Division Enterprise Fund.

Recommendation:

Staff recommends that City Council authorize the city manager to enter into a Professional Services Contract, with Armstrong Forensic Laboratories, renewable on an annual basis for an additional four years, for wastewater surcharge sampling.

THE STATE OF TEXAS §

COUNTY OF TARRANT §

PROFESSIONAL SERVICES CONTRACT

City of Hurst

Commercial Wastewater Surcharge Sampling Analysis

THIS CONTRACT, By and between the **CITY OF HURST**, a municipal corporation located in Tarrant County, Texas, hereinafter called "City", and **Armstrong Forensic Laboratory**, a corporation business in the State of Texas, hereinafter called "Firm", evidences the following:

WHEREAS, City desires the professional services for:

Complete analysis of the City's Sanitary Sewer Surcharge Program Samples.

WHEREAS, The firm represents that it is qualified and capable of performing the professional services proposed herein for this project and is willing to enter into this Contract with City to perform said services;

NOW, THEREFORE, the parties in consideration of the terms and conditions contained herein agreed as follows:

1. **EMPLOYMENT OF THE PROFESSIONAL**

Firm agrees to perform professional services in connection with the Project as set forth in the following section of this Contract, City agrees to pay, and Firm agrees to accept fees as set forth in the following sections as full and final compensation for all services provided under this Contract. The City retains the right to utilize other qualified professional services during this period and shall not be held exclusive to the Firm by set agreement.

2. **CONTRACT ADMINISTRATION**

This Contract shall be administered on behalf of the City by the Executive Director of Hurst Public Works or his designated representatives (hereinafter called "Executive Director"), and on behalf of the Firm by its duly authorized officials.

3. **FIRM'S SERVICES**

The Firm agrees to render services as outlined in Exhibit A, Price Quotation the City's Sanitary Sewer Surcharge Program Samples.

4. PAYMENT FOR SERVICES

- A. Firm shall submit itemized monthly statements for Services. City shall make payments in the amount shown by the Firm's monthly statements and other documentation submitted, and no other interest shall ever be due on late payments.
- B. Total payments for expenses, costs, and professional services related to additional appraisals needed beyond those specifically listed in Exhibit A shall be at a rate as shown on Exhibit A.
- C. Nothing contained in this article shall require City to pay for any work which is unsatisfactory as reasonably determined by the "Executive Director" or which is not submitted in compliance with the terms of this Contract. City shall not be required to make any payments to the Firm when the Firm is in default under this Contract; nor shall this paragraph constitute a waiver of any right, at law or in equity, which City may have if the Firm is in default, including the right to bring legal action for damages or for specific performance of this Contract, nor shall it constitute a waiver of any right, at law or in equity, which Firm may have to bring legal action for payment when Firm believes it was not under such default and is owed fees under the terms of this agreement.

5. OWNERSHIP OF DOCUMENTS

All reports and other data prepared, provided and/or assembled by Firm under this Contract, and other related items shall become the sole property of the City and shall be delivered to City, without restrictions on future use. Firm may make copies of any and all documents and items for its files.

6. SERVICES BY CITY

City shall provide the following services under this Contract:

- A. Provide wastewater samples in containers with executed chain of custody forms to the Firm as City's requirements for the Project.

7. COMPLETION SCHEDULE

The services furnished by the Firm under this Contract will be completed in accordance with the following:

The Contract is a twelve (12) month renewable agreement effective _____, 2016. Prices shall not be increased for the entire agreement period. At the City's option, the agreement may be renewed for four (4) additional twelve (12) month periods, and then from month to month until a new agreement is established or the agreement is terminated.

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

8. **NOTICE TO PROCEED**

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

9. **TERMINATION OF CONTRACT**

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

10. **RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

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

11. **EQUAL EMPLOYMENT OPPORTUNITY**

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

12. **AMENDMENTS**

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

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

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

14. **RIGHT OF REVIEW**

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

15. **CONFLICT OF INTEREST**

No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position with the City. Any violation of this section with knowledge, expressed or implied, of the person or corporation contracting with the City shall render the Contract involved voidable by the City Manager or the City Council.

16. **CONTRACT PERSONAL**

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

17. **NOTICES**

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

If intended for Hurst, to:

LISA FOWLER

Contact Person

Administrative Secretary

Title

City of Hurst
2001 Precinct Line Road
Hurst, Texas 76054
(817) 788-7201

If intended for Consultant, to:

Benjamin Armstrong

Contact Person

President

Title

Armstrong Forensic Laboratory Inc.

Firm Name

330 Loch 'n Green Trail

Address

Arlington, Tx 76012

City, State, Zip Code

817-275-2691

Telephone No.

18. INDEPENDENT CONTRACTOR

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

19. INDEMNITY

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

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

20. INSURANCE

Firm agrees to maintain workmen's compensation insurance to cover all of its own personnel engaged in performing services for client under this agreement. Firm also agrees to maintain public liability insurance covering claims against Firm for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under this agreement.

21. **VENUE**

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

22. **APPLICABLE LAWS**

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

23. **GOVERNING LAWS**

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

24. **LEGAL CONSTRUCTION**

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

25. **PUBLISHED MATERIAL**

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

26. **CAPTIONS**

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

27. **SUCCESSORS AND ASSIGNS**

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

28. **ENTIRE AGREEMENT**

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

IN WITNESS WHEREOF, the parties hereby have executed this agreement in triplicate originals on this date, the ____ day of _____, 2016.

ARMSTRONG FORENSIC LABORATORY

CITY OF HURST

Signature

Allan Weegar, City Manager

330 Loch'n Green Trail
Address

Recommended:

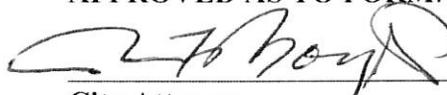
Arlington, Tx 76012
City, State, Zip Code

Executive Director of Public Works

WITNESS:

APPROVED AS TO FORM:

Signature



City Attorney

Maria Lopez
Printed Name

**SCOPE OF WORK
LABORATORY ANALYSIS
CITY OF HURST**

ANALYSIS

The work shall consist of wastewater analysis as follows:

- BOD (Biochemical Oxygen Demand)
- TSS (Total Suspended Solids)
- Metals
 - Arsenic
 - Selenium
 - Mercury
 - Barium
 - Boron
 - Cadmium
 - Chromium
 - Copper
 - Lead
 - Manganese
 - Nickel
 - Silver
 - Zinc
- Cyanide
- Oil & Grease

AMOUNT

Approximately 1,050 samples per year.

REPORTING

Bottles, Preservatives, Chain of Custody Forms and other sample related materials are supplied by the Firm to the City of Hurst. Formal analysis reports shall be provided to the Administrative Secretary at 2001 Precinct Line Road, Hurst, Texas 76054 via standard mail, fax or email at Lfowler@hursttx.gov and meet the City's approval. Reports shall be provided within five (5) days of the completed analysis.



PRICE QUOTATION

Quotation Number: 5173

Quotation Date: January 14, 2016

Client ID: CH035

More than just Numbers

Please refer to the Quote ID with each submission or request, thank you.

Company: City of Hurst

Phone: 817-788-7206

Contact: Mr. Mark Overcash

Fax:

Address: 2001 Precinct Line Road

E-Mail: movercash@hursttx.gov

Hurst, TX 76054

Client Rep:

Initial Contact: MAL

Project: Environmental Analysis

Quote Valid Through: January 01, 2017

Quote Rep	Project Manager	Analysis Turn Around Time
MAL	BA	Standard

Accepted By

Signature

Printed Name

Please Sign and Fax to Armstrong Forensic Lab at 817-275-1883

Pricing cannot be applied without written approval

#	Service Description	Test Code	Matrix	Units	Quote Price	Extended
01A	Metals in water by EPA 200.7	MET-W2T/E200.7	Liquid	1	\$170.00	\$170.00
	Arsenic					
	Barium					
	Boron					
	Cadmium					
	Chromium					
	Copper					
	Lead					
	Manganese					
	Nickel					
	Selenium					
	Silver					
	Zinc					
01B	Drinking, Ground, Surface Water Mercury Analysis	MERCURY-W2T/E245	Liquid	1		
02	Total Cyanide by EPA 335.2	CYANIDE,TOTAL-W/E335.2	Liquid	1	\$40.00	\$40.00
03	Hexane Extractable Material	O&G-W/E1664	Liquid	1	\$40.00	\$40.00
04	Biochemical Oxygen Demand by APHA 5210 B	BOD-W/APHA5210B	Liquid	1	\$30.00	\$30.00
05	TSS (Res, Total)	TSS-W/APHA2540D	Liquid	1	\$13.50	\$13.50

Armstrong general terms and conditions shall apply. This estimate is based on the scope of work as previously discussed.

Misc Armstrong will provide the containers upon the client's request.

Comments:

Comments:

- 1) The unsigned estimate is valid for 21 calendar days from the quotation date. This is a professional estimate for services that may include consultation and, as such, is not a fixed price quote. Final invoice may be higher or lower than estimate cost total. This estimate does not include applicable taxes. The signed estimate is valid until completion of the specified project or 120 days.

Armstrong

Forensic Laboratory

330 Loch'n Green Trail Arlington, Texas 76012-3458
817-275-2691 Fax: 817-275-1883



PRICE QUOTATION

Quotation Number: 5173

Quotation Date: January 14, 2016

Client ID: CH035

Please refer to the Quote ID with each submission or request, thank you.

Company: City of Hurst

Phone: 817-788-7206

Contact: Mr. Mark Overcash

Fax:

Address: 2001 Precinct Line Road

Project: Environmental Analysis

Hurst, TX 76054

Client Rep:

- 2) Retainer and/or prepayment may be required prior to commission of the project. All work is performed under Armstrong Forensic Laboratory's General Terms and Conditions; a copy is available upon request. Invoices are due upon receipt and considered late 30 days after invoice date. Quoted discounts will be void if invoices are unpaid 30 days after invoice date; current standard pricing will apply and a finance charge of 1.5% per month will be added to total amount due. Any collection fees incurred in the process of recovering payment shall be the responsibility of the Client.
- 3) Standard turn around time (TAT) for analytical work is 7-10 working days. Accelerated TATs may be requested. Actual analytical TAT is method specific. Rush: 3-5 Working Days @ 50% surcharge; Priority Rush: As Soon As Reasonably Able (typically 1-2 working days) @ 100% surcharge. One (1) Working Day, for this project is defined as Monday through Friday, 8:00am-5:00pm, excluding nation and state holidays.
- 4) Services requiring extended evening or weekend work may incur additional "weekend surcharges" of \$200.00 per event per laboratory personnel necessary to meet the client's needs/request.
- 5) Armstrong reserves the right to subcontract work under this project in order to meet the Client's TAT or other requirements. Armstrong will utilize the above referenced methods or equivalent.
- 6) Samples must be received by 10:00 am in order for expedited results to be issued via facsimile by 5:00 pm the next business day.
- 7) Armstrong performs services for individuals, government entities, insurance companies and businesses. All case files are confidential. Armstrong's opinions are based on the facts of the specific project and our years of experience in the professional field.
- 8) Please Provide:
 - a) Proper, full, and complete documentation on the Chain of Custody (COC), to include sample identification, the location, date and time of collection, collector's name, preservation type, sample type and any special remarks concerning the sample
 - b) Proper sample labeling to include unique identification.
 - c) Use appropriate sample containers (Armstrong will provide upon request).
 - d) Please adhere to specified holding times (method dependant).
 - e) Please provide adequate sample volume (also method dependant). Sufficient sample volume must be available to perform the necessary tests.
 - f) Armstrong will contact the client if the samples are damaged, mislabeled, have insufficient volume or inadequate preservation. Any irregularities will be noted and flagged upon the final report.

Quality Solutions through Chemistry

City Council Staff Report

SUBJECT: P-16-01 Kmart Plaza Addition, a replat of Lot D1 to Lot D1R, Block 1 Kmart Plaza Addition, being .62 acre located at 1245 Pipeline Road

Supporting Documents:

Area map
 Plat

Meeting Date: 2/9/2016
 Department: Development
 Reviewed by: Steve Bowden
 City Manager Review:

Background/Analysis:

An application has been made by Clay Moore Engineering for a replat of Lot D1, Block 1, Kmart Plaza Addition, to Lot D1R, Block 1, Kmart Plaza Addition, being .62 acre located at 1245 Pipeline Road.

The applicant is requesting the replat to develop a new El Pollo Loco. The plat has not been amended since the 1970's, and the replat has been requested by staff to tie down all property lines and easements.

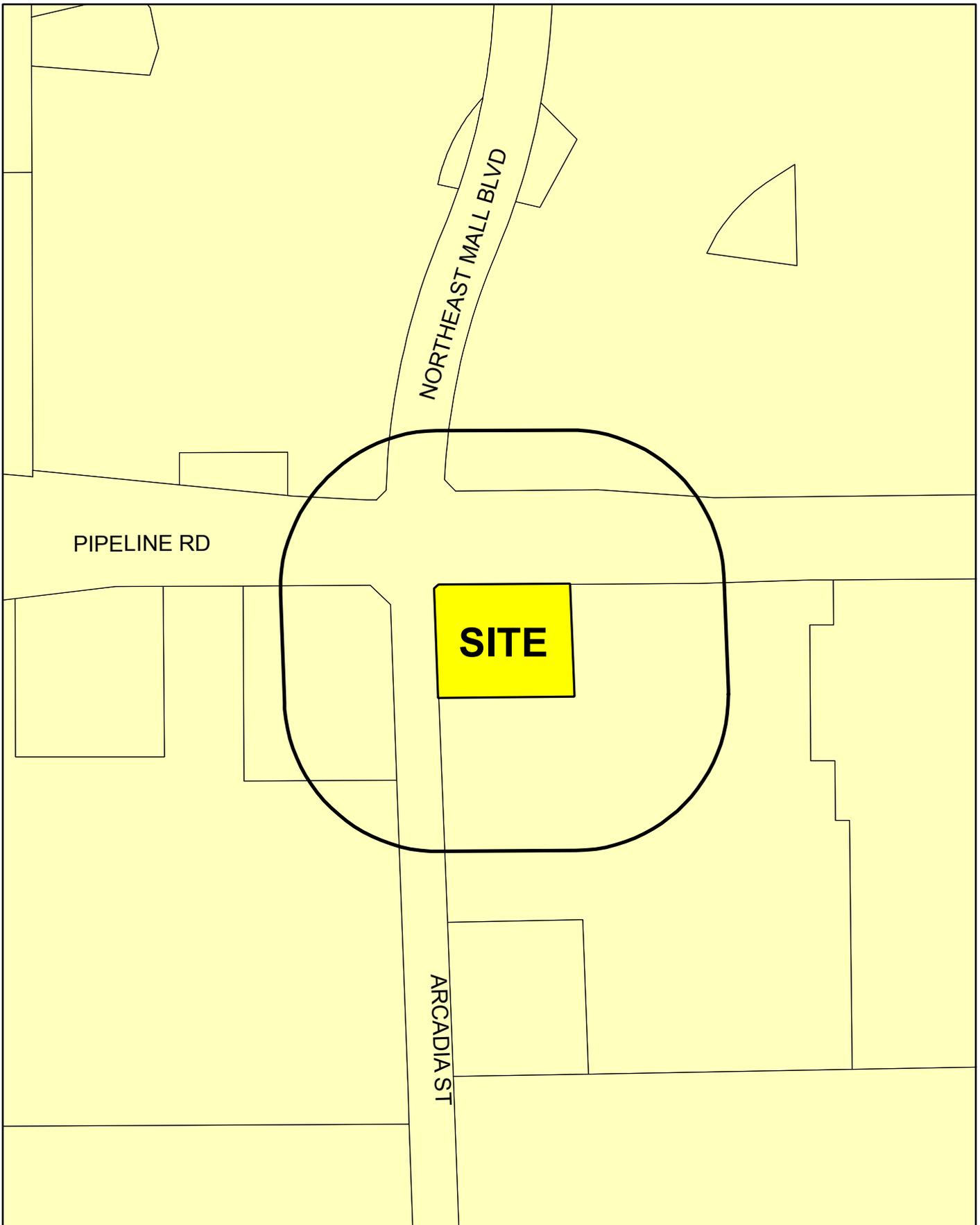
Engineering plans have been reviewed and accepted.

Funding and Sources:

There is no fiscal impact.

Recommendation:

The Planning and Zoning Commission met on Monday, February 1, 2016, and voted 7-0 to recommend approval of P-16-01 Kmart Plaza Addition.



<p>CASE NO: P-16-01 El Pollo Loco</p>	<p>LEGAL DESCRIPTION: Lot D1R, Block 1 K-Mart Plaza Addition</p>	<p>AGENDA DATE: 02/09/2016</p>
<p>REQUESTED ACTION: Plat</p>	<p>LOCATION: 1245 Pipeline Rd.</p>	

NORTH EAST MALL BLVD.

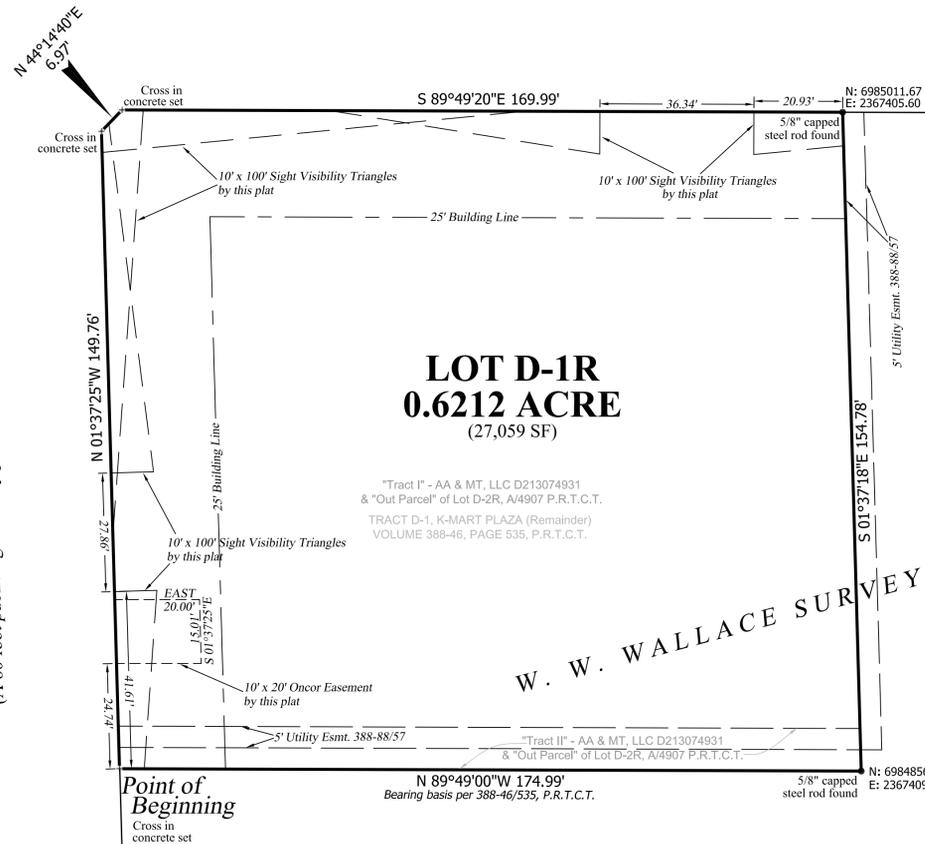
LOT 1R, BLOCK 2R, HURST PLAZA ADDITION
D209053645, P.R.T.C.T.

No monuments found for this ROW line at the time of survey.

MILLER SURVEYING
EST. 1985



WEST PIPELINE ROAD
(A variable width public right-of-way)



LOT D-2R, K-MART PLAZA
CABENET A, SLIDE 4907, P.R.T.C.T.

FLOOD STATEMENT: Based on scaling the surveyed lot shown hereon onto the FEMA Flood Insurance Rate Map No. 48439C0205K (Eff. 9-25-09), said lot lies within FEMA Zone X and does not lie within the FEMA designated 100-year flood plain. Miller Surveying, Inc. makes no statement as to the likelihood of the actual flooding of said surveyed lot.

BENCHMARK ONE: Box cut on south top of curb of West Pipeline Road at east end of east driveway, 182' east of the east curb of Arcadia Street. Elevation 554.47

BENCHMARK TWO: Box cut on east top of curb of Arcadia Street at the south end of south drive, 152' south of the south curb of West Pipeline Road. Elevation 556.71

WHEREAS the Planning and Zoning Commission of the City of Hurst, Texas voted affirmatively on this _____ day of _____, 20____, to approve this final plat.

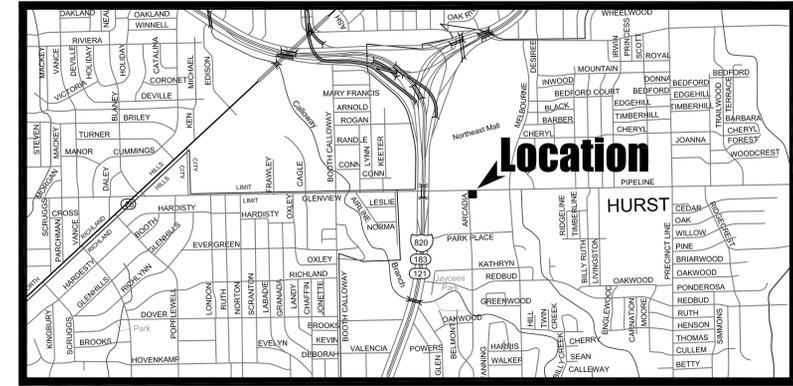
Chairman, Planning and Zoning Commission

Attest, Secretary, Planning and Zoning Commission

WHEREAS the City Council of the City of Hurst, Texas voted affirmatively on this _____ day of _____, 20____, to approve this plat for filing of record.

Mayor, City of Hurst

Attest, City Secretary



STATE OF TEXAS §
COUNTY OF TARRANT §

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

WHEREAS Chicken Time Real Estate, LLC the sole owners of the following described tract of land to wit:

Being a tract of land out of the W. W. Wallace Survey, Abstract No. 1705 and situated in the City of Hurst, Tarrant County, Texas, and surveyed by Miller Surveying, Inc. of Hurst, Texas in September of 2015, said tract being the same tract of land described as "TRACT I" and "TRACT II" in the deed to AA & MT, LLC recorded in correction deed as Document No. D213074931 of the Deed Records of Tarrant County, Texas, being Tract D-1, K-Mart Plaza, an addition to the City of Hurst, Texas according to the plat thereof recorded in Volume 388-46, Page 535 in the Plat Records of Tarrant County, Texas and also including the "Out Parcel" portion of Tralotct D-2R, K-Mart Plaza, an addition to the City of Hurst, Texas according to the plat thereof recorded in Cabinet A, Slide 4907 of said records and being more particularly described by metes and bounds as follows:

Beginning at a cross in concrete set for the southwest corner of said "Tract II", said rod being in the easterly right-of-way line of Arcadia Street;

Thence North 01 degrees 37 minutes 25 seconds West with said right-of-way line a distance of 149.76 feet to a cross in concrete set for the southwest end of a corner clip for said easterly right-of-way line and the southerly right-of-way line of West Pipeline Road;

Thence North 44 degrees 14 minutes 40 seconds East with said corner clip a distance of 6.97 feet to a cross in concrete set for the northeasterly end thereof;

Thence South 89 degrees 49 minutes 20 seconds East with said southerly right-of-way line a distance of 169.99 feet to a 5/8 inch capped steel rod found for the northeast corner of said "Tract I", said rod being in the westerly boundary line of said Tract D-2;

Thence South 01 degrees 37 minutes 18 seconds East with said westerly boundary line a distance of 154.78 feet to a 5/8 inch capped steel rod found for the southeast corner of said "Tract II";

Thence North 89 degrees 49 minutes 00 seconds West with the southerly boundary line of said "Tract II" a distance of 174.99 feet to the point of beginning and containing 0.6212 acres of land, more or less.

OWNERS DEDICATION
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT CHICKEN TIME REAL ESTATE, LLC acting by and through the undersigned, its duly authorized agent, does hereby adopt this plat designating the hereinabove described property as **LOT D-1R, K-MART PLAZA**, an addition to the City of Hurst, Tarrant County, Texas, and does hereby dedication to the public's use the easements and right-of-ways shown hereon.

By: David Daniel
Chicken Time Real Estate, LLC

STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned Notary Public in and for said county and state on this day personally appeared David Daniel, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein express, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 20____.

My printed name (affix seal here)

Printed Name _____

My Commission Expires _____

This is to certify that I, Jason B. Rawlings, a Registered Professional Land Surveyor in the State of Texas, have platted the above subdivision from an actual survey made on the ground on January 5, 2016, and that all lot corners, angle points, and points of curve shall be properly marked on the ground, and that this plat correctly represents that survey made under my supervision.



MILLER
Surveying, Inc.

Commercial • Residential • Municipal
430 Mid Cities Blvd. 817-577-1052
Hurst, Texas 76054 TxDLSF No. 10100400

MillerSurvey.net

Final Plat
LOT D-1R
K-MART PLAZA

Being a replat of Tract D-1, K-Mart Plaza, an addition to the City of Hurst according to the plat recorded in Volume 388-46, Page 535 Plat Records, Tarrant County, Texas

And the Out Parcel of Lot D-2R, K-Mart Plaza, an addition to the City of Hurst according to the plat recorded in Cabinet A, Slide 4907 Plat Records, Tarrant County, Texas

OWNER

Chicken Time Real Estate LLC
900 Parker Square Ste. 250
Flower Mound, TX 75028
Contact David Daniel

ENGINEER/APPLICANT

Claymoore Engineering, Inc.
1903 Central Drive Ste. 406
Bedford, TX 76021
817-281-0572
Contact Clay Cristy, PE

City Council Staff Report

SUBJECT: An Ordinance amending Chapter 10 "Health" of the City of Hurst Code of Ordinances, by amending a portion of Section 10-78 "Definitions", and Section 10-84, "Inoperative, Abandoned or Junked Vehicle"

Supporting Documents:

Ordinance 2313

Meeting Date: 2/9/2016

Department: Development

Reviewed by: Steve Bowden

City Manager Review:

Background/Analysis:

The City of Hurst adopted the Nuisance ordinance in 2006. The ordinance has been a very effective tool to maintain the quality and integrity of our neighborhoods. Since 2006, many cities have adopted similar ordinances, which include some definitions and sections that would be a benefit to the City of Hurst.

The proposed amendments to Chapter 10 include changing the definition of a "Junked Vehicle", which was amended by the state in 2015. The new definition requires a valid license tag, which now covers the registration and state inspection.

Section 10-84 "Inoperative, Abandoned, or Junked Vehicle" will be amended to reflect the language in the state statute.

Funding and Sources:

There is no fiscal impact.

Recommendation:

The Neighborhood Community Advisory Committee met on Thursday, May 28, 2015, and voted 6-0 to recommend approval of amending Chapter 10 "Health" as presented.

ORDINANCE 2313

AN ORDINANCE AMENDING CHAPTER 10 "HEALTH" BY AMENDING A PORTION OF SECTION 10-78 "DEFINITIONS" OF THE CITY OF HURST, TEXAS CODE OF ORDINANCES, AND SECTION 10-84 "INOPERATIVE, ABANDONED OR JUNKED VEHICLE," PROVIDING A PENALTY, PROVIDING FOR SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the City of Hurst ("City") has an interest in the health, welfare and safety of its citizens; and

WHEREAS, under legislation passed by the Texas Legislature, motor vehicles will still be subject to vehicle inspection, but will no longer display a motor vehicle inspection certificate ; and

WHEREAS, the City Council deems it is in the best interest of the citizens of the City of Hurst that the current nuisance be amended to provide for an updated definition of "junked vehicle" to match the state law; and

WHEREAS, the City Council finds that the adoption of regulations is needed and that they further the public health, safety and welfare of the community.

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

SECTION 1. THAT all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2. THAT the City of Hurst, Texas Code of Ordinances be amended by amending subsection (a) "Definitions" Section 10-78 in part, only as to the definition of "junked vehicle", by deleting the current definition of "junked vehicle" and replacing it to read as follows:

"Junked vehicle" means a motor vehicle defined in V.T.C.A., Transportation Code § 683.071 et seq., or successor sections, that is inoperative, and:

- (1) A motor vehicle that displays an expired license plate or does not display a license plate; or
- (2) Wrecked, dismantled, partially dismantled or discarded; or

- (3) Remains inoperable for a continuous period of more than thirty (30) days.

SECTION 3. THAT the City of Hurst, Texas Code of Ordinances be amended by amending Section 10-84 by deleting the current section 10-84 and replacing it to read as follows:

Sec. 10-84. - Inoperative, abandoned, or junked vehicles.

Definitions, procedures, authority taken from V.T.C.A., Transportation Code, Chapter 683, Abandoned Motor Vehicles, Subchapter A, General Provisions, Sections 683.001 through 683.078. A junked vehicle as herein defined, or parts thereof, which are located in any place where they are visible from a public place or right-of-way are detrimental to the safety and welfare of the general public, tending to reduce the value of private property, to invite vandalism, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, and are detrimental to the economic welfare of the state, by producing urban blight which is adverse to the maintenance and continuing development of the municipalities in the state, and such vehicles, therefore, shall be and are hereby declared a public nuisance.

(1) It shall be unlawful for a person, driver or owner, to stand, park or allow to stand, an automobile, truck or any other motor vehicle or any trailer on any public property for a period in excess of forty-eight (48) hours when such vehicle or trailer is without one or more wheels or is apparently inoperative for any reason. For this purpose, any vehicle that displays an expired license plate or does not display a license plate may be deemed inoperative.

(2) Motor vehicles or trailers found to be situated so as to violate this section are hereby declared a nuisance and shall be towed into a facility designated for such purpose by the City and such vehicles or trailers shall not be allowed to be reclaimed except upon proof of ownership and payment of the towing fee and costs of storage."

SECTION 4. THAT save and except as amended by this ordinance, the provisions of Section 10-78 and 10-84 of the City of Hurst, Texas, shall remain in full force and effect.

SECTION 5. THAT the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause, or phrase of this ordinance should be declared to

be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance.

SECTION 6. THAT this ordinance shall become effective and shall be in full force and effect from and after the final date of passage and adoption by the City Council of the City of Hurst, Texas.

SECTION 7. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Hurst, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) or Five Hundred (\$500.00), as applicable, for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

AND IT IS SO ORDERED.

Passed on the first reading on the 9th day of February 2016 by a vote of _ to _ .

Approved on the second reading on the ___ day of _____ 2016 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 Ordinance 2314 amending Chapter 14 " Offenses and Miscellaneous Provisions" Article II "Noise" by amending a portion of Section 14-22 " Loud noises generally"

Supporting Documents:

Ordinance 2314

Meeting Date: 2/9/2016

Department: Economic Development

Reviewed by: Steve Bowden

City Manager Review:

Background/Analysis:

The existing ordinance makes reference to a noise violation when a person of ordinary sensibilities suffers material distress, discomfort or injury. Incidents have recently brought attention to the subjectivity of the existing language used, causing too much room for individual definition and discernment. A survey was conducted of numerous cities which revealed they too had found the need over recent years to add a more formidable way to measure noise. They have rewritten their ordinances and adopted a practice of their Police Department using a professional noise decibel meter and a preset allowed volume level to make noise violation determinations. There is a decibel level set that will cause a violation if above that level different for residential and commercial as well as time of day; daytime and night time. These changes are a part of the new amendment staff is recommending.

Funding and Sources:

There is no fiscal impact.

Recommendation:

Staff recommends that the City Council approve Ordinance 2314 amending of the "Noise" ordinance in Chapter 14 that amends a portion of Section 14-22 " Loud noises generally".

ORDINANCE 2314

AN ORDINANCE AMENDING CHAPTER 14 "OFFENSES AND MISCELLANEOUS PROVISIONS" ARTICLE II "NOISE" BY AMENDING A PORTION OF SECTION 14-22 "LOUD NOISES GENERALLY" PROVIDING A PENALTY, PROVIDING FOR SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the City of Hurst ("City") has an interest in the health, welfare and safety of its citizens; and

WHEREAS, the City Council finds that the adoption of regulations is needed and that they further the public health, safety and welfare of the community.

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

SECTION 1. THAT all matters stated hereinabove are found to be true and correct and are incorporated therein by reference as if copied in their entirety.

SECTION 2. THAT the City of Hurst, Texas Code of Ordinances be amended by amending Section 14-22 by deleting the current section 14-22 and replacing it to read as follows:

"Section 14-22. – Loud noises generally

- (a) Any unreasonable loud, disturbing or unnecessary noise which causes material distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity thereof and which exceeds the levels set forth in subsection (b) is hereby declared to be a nuisance and is prohibited.
- (b) Allowable Noise Levels
 - (1) Daytime Residential: Noise levels shall not exceed 70 dBA in a residential area between the hours of 7:00 a.m. and 10:00 p.m.
 - (2) Nighttime Residential: Noise levels shall not exceed 60 dBA in a residential area between the hours of 10:01 p.m. and 6:50 a.m.

- (3) Commercial areas: Noise levels shall not exceed 80 dBA in a commercial area between the hours of 7:00 a.m. and 10:00 p.m.
- (4) Commercial areas: Noise levels shall not exceed 70 dBA in a commercial area between the hours of 10:01 p.m. and 6:59 a.m.
- (c) Sound levels shall be measured at the lot line of the property where the sound is occurring or within the dwelling place of the complaining party.
- (d) A sound level meter that meets the standards of ANSI with Type 2 or greater precision must be used to determine whether the level of sound violates those established in this section. The instrument must be maintained in good working order. A calibration check should be made prior to and following any noise investigation.
- (e) A sound level meter shall be used to determine the L_{eq} in dBA over an eight (8) minute time period.
- (f) The sound receiving property with the most stringent requirements will apply.
- (g) All outdoor speakers in non-residentially zoned properties shall face away from contiguous residential zoning districts.
- (h) Affirmative defense: It shall be an affirmative defense that:
 - (i) The noise is due to temporary construction noise and the noise ceases after 8:00 p.m.
 - (ii) The noise is due to aircraft.
 - (iii) The noise is due to an emergency warning system, including smoke detectors.
 - (iv) The noise is of short duration, not to exceed 60 seconds.

SECTION 3. THAT save and except as amended by this ordinance, the provisions of Section 10-78 and 10-84 of the City of Hurst, Texas, shall remain in full force and effect.

SECTION 4. THAT the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause, or phrase of this ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance.

SECTION 5. THAT this ordinance shall become effective and shall be in full force and effect from and after the final date of passage and adoption by the City Council of the City of Hurst, Texas.

SECTION 6. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Hurst, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) or Five Hundred (\$500.00), as applicable, for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

PASSED on the first reading on the ___ day of _____ 2016 by a vote of ___ to ___.

PASSED on the second reading on the ___ day of _____ 2016 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: Consideration of Resolution 1638 of the City of Hurst, Texas, in support of RST Monarch Estates, L.P., in regard to the development of an affordable senior housing development

Supporting Documents:

Resolution 1638

Meeting Date: 2/9/2016

Department: Economic Development

Reviewed by: Steve Bowden

City Manager Review:

Background/Analysis:

Roundstone Development is proposing to build an affordable 55+ senior housing community at 225 W. Bedford Euless Road. This would be a nine acre redevelopment project that would include the tear down of an old dilapidated retail building that would be replaced by a new retail building of approximately 6,000 s.f. There would be 88 single level cottages built of high quality, new construction as a gated community. Highly selective funding is sought by the developer from the Texas State Department of Housing and Community Affairs (TDHCA). This Resolution supports an application for Housing Tax Credits (HTC) that Roundstone Development has applied for, that allows for a high quality senior housing development, and offers lower than market rents. Tenant candidates must meet stringent qualifications that are verified through income, employment, credit and criminal background checks. A recent market study based on Hurst demographics revealed that the City has a need/void of 526 of these type of units, which these 88 cottages would help fill. Amenities would include a spacious clubhouse for seniors, swimming pool, putting green, business center, fitness center, and one and two bedroom cottages with secure gated access.

Funding and Sources:

There is no fiscal impact.

Recommendation:

Staff recommends the City Council approve Resolution 1638 to support the application to the Texas Department of Housing and Community Affairs for the senior housing development proposed by RST Monarch Estates, L.P.

RESOLUTION 1638

A RESOLUTION OF THE CITY OF HURST, TEXAS, IN SUPPORT OF RST MONARCH ESTATES, LP, IN REGARD TO THE DEVELOPMENT OF AN AFFORDABLE SENIOR HOUSING DEVELOPMENT

WHEREAS, RST Monarch Estates, LP has proposed a development for affordable rental housing at 225 West Bedford Euless, in the City of Hurst; and

WHEREAS, RST Monarch Estates, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2016 Competitive nine percent (9%) Housing Tax Credits for Monarch Estates; and,

WHEREAS, the City finds that the promotion and stimulation of economic development and business activity and commercial activity promotes the welfare and best interests of the City; and

WHEREAS, the City of Hurst supports the application to the Texas Department of Housing and Community Affairs for 2016 Competitive nine percent (9%) housing tax credits for RST Monarch Estates LP.

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

Section 1. THAT the City of Hurst acting through its governing body, hereby confirms that it supports application to the Texas Department of Housing and Community Affairs for 2016 Competitive nine percent (9%) housing tax credits for RST Monarch Estates LP for the proposed Monarch Estates development of affordable senior housing located at 225 West Bedford Euless Road, City of Hurst, and that this formal action has been taken to put on record the opinion expressed by the City of Hurst on February 9, 2016, and

Section 2. THAT for and on behalf of the Governing Body, Mayor Richard Ward is hereby authorized, empowered, and directed to certify this resolution to the Texas Department of Housing and Community Affairs.

CONSIDERED, PASSED and APPROVED this the 9th day of February 2016.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Richard Ward, Mayor

Approved as to form and legality:

City Attorney

City Council Staff Report

SUBJECT: Consider authorizing the city manager to proceed with the Hurst City Hall renovation plan

Supporting Documents:

Meeting Date: 2/9/2016
 Department: Administration
 Reviewed by: Clay Caruthers
 City Manager Review:

Background/Analysis:

A plan was developed for the renovation of Hurst City Hall to accomplish more efficient work space, added security, and general updates. The idea for a remodel was triggered by Municipal Court's move to the new Hurst Justice Center. Ron Hobbs Architects was hired to perform a needs analysis and to design the updated space.

Offices will be constructed in the old courtroom area of City Hall to house Human Resources (HR) and Risk/Purchasing employees. Private offices will be constructed for three HR employees who currently sit in open spaces. This will enable the HR employees to have private conversations and to better protect personnel records. HR and Risk/Purchasing will become more accessible to employees and vendors by being located on the first floor of City Hall. Information Technology (IT) currently uses hallway space and other areas to store equipment, and five IT employees are located in a very small space adjacent to the server room. In fact, three IT employees share a common space. IT staff will be moved into a much larger space on the second floor that will be available after HR and Risk/Purchasing employees move to the first floor. This move will provide each IT employee an independent work space. IT will also be able to use their current office area as a storage room, test lab, and conference space. Fiscal Services staff will occupy the southern or front half of the second floor, adjacent to IT. A glass wall will be constructed to separate the two work spaces and a glass wall will also be constructed to seal the open air balcony overlooking the lobby without altering aesthetics. This will provide a quieter work space for Fiscal Services staff. Utility Billing offices will be reorganized to provide for more efficient work flow and improved customer interaction. Finally, Public Works will receive general improvements including a tempered glass barrier to provide more security in the public counter area. The Public Works updates were add alternates to the original bid, and the cost for this work is \$14,950. Work will include carpeting, painting, electrical, addition of a restroom, reconfiguration of office space. IT cabling and security access is not included and will be presented at a later date. Falkenberg Construction, who is under contract with the City, proposed a total construction bid of \$535,171 plus the Public Works add alternate work for a total proposed contract amount of \$550,121.

Funding and Sources:

Funding in the amount of \$600,000 (including a 9% contingency) has been identified within the Special Projects Fund.

Recommendation:

It is recommended that the City Council authorize the city manager to proceed with the renovation of Hurst City Hall, for an amount not to exceed \$600,000, with funding from the Special Projects Fund.

City Council Staff Report

SUBJECT: Authorize the city manager to purchase an ambulance from Frazer, Ltd, of Houston, Texas

Supporting Documents:

Meeting Date: 2/9/2016
 Department: Fire
 Reviewed by: JB
 City Manager Review:

Background/Analysis:

The purchase of the new ambulance will upgrade the existing fleet and allow the Fire Department to rotate a 2010 Ambulance from frontline status to reserve status. The 2010 Ambulance will replace the current reserve Ambulance that is a 2006 model and in need of replacement.

The chassis will be purchased from 5-Star Ford and shipped to Frazer, Ltd., in Houston, purchased through the Texas Smartbuy Contract 071-072-AT. The ambulance will be outfitted with a Power-Pro patient lifting device, manufactured by Stryker, a sole source vendor and installed by Frazer, Ltd. The ambulance will be constructed by Frazer, Ltd. of Houston, Texas, purchased through the HGAC purchasing group. The ambulance will also be outfitted with a GPS Opticom from Global Traffic Technologies, a sole source vendor and installed by Frazer, Ltd.

Funding and Sources:

2016 Ford F-0450	\$41,667	Fleet Fund
Ambulance Module	\$147,450	Fleet Fund
Stryker Power Pro XT	\$36,760.58	Fleet Fund
GPS Opticom	\$4,000.00	Fleet Fund

Total funding of \$235,000, which includes a \$5,122.42 contingency.

Recommendation:

It is recommended that the city manager be authorized to purchase a new ambulance for a price not to exceed \$235,000.

**TEEN COURT ADVISORY BOARD MINUTES
MEETING OF JANUARY 7, 2016**

DRAFT

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The Teen Court Advisory Board of the cities of Hurst, Euless and Bedford, Texas met at 6:00 p.m. at Bedford City Hall on the 7th day of January, 2016, with the following members present:

HURST: Phoebe Soward, Dawn Jordan-Wells, Lorrie Dickerson
EULESS: Renu Sloan, Al Browning, Aaron Lindeman, Ken Carroll
BEDFORD: Janet Key, Kathleen Toms, Scott Kim

TEEN REPRESENTATIVES:

Hurst Council Liaison – Anna Holzer
Bedford Council Liaison – Dave Gebhart
Euless Council Liaison – Eddie Price
HEB Teen Court Coordinator – Mindy Eichorst
HEB Teen Court Assistant Coordinator – Linda Stone

Also present:

Hurst City Secretary – Rita Frick
Euless Staff Liaison – Teresa Alexander
Bedford Court Manager – Doug Campbell
Hurst Court Manager –
HEB Teen Court Teen Liaison- Jack Boyd, Nolan Catholic High School
Bedford Administrative Services Director-

CALL TO ORDER

Advisory Board Chairperson Phoebe Soward called the meeting to order at 6:01 p.m. with a quorum of six Board Members and three Alternate Board Members present.

APPROVAL OF MINUTES

- 1. Consider approval of the following Teen Court Advisory Board minutes:
a) November 5, 2015 Regular Meeting**

Minutes of the November 5, 2015 Regular Board Meeting were reviewed. A motion was made to approve the minutes. The motion passed unanimously.

2. Introductions

There were several new Board Members that had been appointed by each respective City Council. Representing the City of Euless were Aaron Lindeman, Ken Carroll, and Al Browning. Representing the City of Bedford was Scott Kim.

Folders were handed out to the new Board Members with helpful information and future Teen Court dates. It was explained that attending Teen Court Nights will give a better understanding of the entire process of the Teen Court Program.

OFFICER ELECTIONS

3. Hold election and vote for 2016 officer positions of Chairperson, Vice-Chairperson, and Secretary.

There are three different officer positions that the Advisory Board Members can be nominated for: Chairperson, Vice-Chairperson, and Secretary. Janet Key nominated Kathleen Toms to be the Chairperson, and Renu Sloan seconded the nomination. There were no other nominations, and Kathleen Toms became the new Chairperson. Aaron Lindeman nominated himself for the Vice-Chairperson position and Kathleen Toms nominated Janet Key for the Vice-Chairperson position. There was a written ballot vote that took place and the vote was 5 to 1 in favor of Janet Key. Janet Key became the new Vice-Chairperson. Janet Key nominated Phoebe Soward for the Secretary position. There were no other nominations, and Phoebe Soward became the Secretary. Kathleen Toms assumed the new position of Chairperson and conducted the rest of the meeting.

OLD BUSINESS

4. Discuss ideas for fundraisers.

Teen Court Coordinator Mindy Eichorst advised that she had been in contact with Board Member Dawn Jordan-Wells about doing a fundraiser with the new Chick-Fil-A located at 767 Grapevine Hwy. in Hurst. Dawn Jordan-Wells was unable to be at the meeting when this was being discussed. She had given Coordinator Eichorst a few dates that the Board Members would be able to choose from. The possible dates were: Wednesday February 17, Wednesday, February 24, or Thursday, February 25 from 5:00 p.m. until 9:00 p.m. The Board Members' top choice was Thursday, February 25. Phoebe Soward made a motion to have this date as the night of the Chick-Fil-A fundraiser and Aaron Lindeman seconded the motion. This was a unanimous vote by all of the Board Members. Board Member Al Browning suggested that the Board members provide stickers for the business owners to put in a window or inside their business to display to the public and to possibly send out a mailer for sponsorship or donations too. Phoebe Soward mentioned how it is more effective to be in person, going door-to-door to hand out fliers on information about Teen Court and the Scholarship Banquet. Kathleen Toms mentioned how the construction on the freeways has had an impact on the businesses and their amount of their donations.

Lorrie Dickerson mentioned she has made several attempts with getting in contact with the Raising Cane manager in Hurst and has not been successful at this time.

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

Teen Court Coordinator Mindy Eichorst mentioned that the several dates that the Advisory Board had chosen for the banquet were not available at the Hurst Conference Center. The one date that was open was Thursday, April 28, 2016 and she asked them to hold that date until the Board Members

could vote on it. Aaron Lindeman made a motion to have the banquet on April 28, 2016 at Hurst Conference Center and Renu Sloan seconded the motion. All Board Members were in favor. Lorrie Dickerson and Kathleen Toms explained to some of the new Advisory Board Members a little about the banquet and also about the silent auction. They both explained a little more in detail about the company, All For Gooooood, who would be able to assist the Board Members with the silent auction and bring in items including; jewelry, trips/getaways, and framed memorabilia.

A suggestion of having Save the Date cards might help with spreading the word about the Teen Court Scholarship Banquet. Eules Councilman Price brought up the idea of a challenge to try to have the Board Members bring people to the banquet. Another suggestion was to check with the local Lion's Club, Rotary Club, and Chamber of Commerce and inform them of the banquet. Another suggestion was to send the invitations electronically or by Evite. Board Members had a discussion of having a speakers at the banquet. Chairperson Kathleen Toms brought up about having a past teen volunteer that is now in college be a speaker. Teen Liaison Jack Boyd suggested a vice president at Lockheed Martin in Ft. Worth that he is familiar with. Renu Sloan suggested Judge Tim Murphy to be a speaker. Since there were several thoughts and options, it was suggested that suggestions for a speaker be tabled and Board Members need to email Teen Court Coordinator Mindy Eichorst with possible speaker by Thursday, January 21, 2016. Renu Sloan motioned for the speaker to be tabled and Phoebe Soward seconded the motion. All Board Members were in favor. Al Browning suggested that there be three different choices for a dinner menu. Renu Sloan suggested that the price of the meal per person should remain around \$15. The ticket price will remain the same of \$15 per person.

NEW BUSINESS

6. Set the date for the Teen Court Scholarship Application Committee to meet and review applications.

The Board Members made the unanimous decision to have the Scholarship Committee on Thursday, February 4, 2016 at 5:00 p.m. at Bedford City Hall. The Scholarship Committee members are Ken Carroll, Renu Sloan, Aaron Lindeman, Scott Kim, Jennifer Tucker, Janet Key, and Kathleen Toms.

7. Set a date for the Teen Court Scholarship Banquet Committee to meet and discuss items as they relate to the annual Teen Court Scholarship Banquet.

The Board Members made the unanimous decision to have the Banquet Committee meeting on Tuesday, January, 26, 2016 at 6:00 p.m. at Bedford City Hall. The Banquet Committee members are Dawn Jordan-Wells, Phoebe Soward, Lorrie Dickerson, and Kathleen Toms.

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

All Board Members made the unanimous decision to have the next meeting on Thursday, February 4, 2016 at 6:00 p.m. at Bedford City Hall.

REPORTS

Teen Court Coordinator Mindy Eichorst went over the Coordinator's Report and Finance Report for the months of November and December 2015.

ADJOURNMENT

Ken Carroll entered a motion for the meeting to be adjourned. Aaron Lindeman seconded the motion and all voted in favor. The meeting was adjourned at 7:58 p.m.

Kathleen Toms, Chairperson

CITY OF HURST

COUNTY OF TARRANT

STATE OF TEXAS

On the 21st day of January, 2016, 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
Bob Hampton		
Doris Young		
Joan Stinnett		
John Smith		
John Sechrist		
Barbara Albright		
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: none, 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 November 19, 2015 meeting were approved as written.

IV. Senior Center Director's Report

A. Statistical Reports for November and December: The Statistical Reports for November and December were distributed to the Board and reviewed by Linda Rea.

November

Center Attendance.....	9,993
Number of Members.....	1,739
Volunteer Hours.....	931
Net Revenue.....	\$6,861
Fitness Center Attendance.....	2,544
Class Attendance.....	1,657
Aquatics.....	54

December

Center Attendance.....	9,043
Number of Members.....	1,707
Volunteer Hours.....	1,080
Net Revenue.....	\$ 6,578
Fitness Center Attendance.....	2,260
Class Attendance.....	1,532
Aquatics.....	66

B. Program & Event Report: The Program & Event Reports for November and December were 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.

D. Works in Progress

1. Board Room Maintenance Complete: Allan Heindel informed the Board that the trim that had come loose from the wall in the Conference Room has been repaired.

E. Staff Activities

1. Northeast Seniors Community Forum: Linda Rea explained that she attends the Northeast Seniors Community Forum on a monthly basis. The main topic last month was diabetes education. The group donated stuffed animals that will be distributed to children in hospitals. Ms. Rea encouraged the Board Members to attend these forums.

2. Staff Graduation: Linda Rea informed the Board that Events Coordinator Michelle Varley recently graduated from Dallas Baptist University after working full-time and attending college part-time. The Board congratulated Ms. Varley.

V. Communications

A. Star Telegram Article: Malaika Marion shared with the Board an article in the Star Telegram featuring the Hurst Senior Activities Center’s holiday activities.

VI. New Business

None at this time.

VII. Informational Items

- A. Program Highlight – Café Exchange:** Michelle Varley gave a brief overview of a new program that is now on the Senior Center Calendar called Café Exchange where a group of Senior Center Members get together and visit in Studio A on Monday and Friday from 10:00 a.m. to 1:00 p.m.
- B. Senior Pipeline Update:** Malaika Marion stated that with the growth of the Senior Pipeline, staff is looking at options to save on printing costs; therefore, for two weeks at the end of each month, the current month's issue will be out in black and white and the next month's issue will be out in color. Staff feels this will also make it easier to differentiate between months. Staff is also working on giving the Senior Pipeline a new look.
- C. Membership Renewal Program:** Linda Rea explained that the Senior Center is continuing with the guest pass program at the time of membership renewal. This program seems to be working very well.
- D. Charitable Donation Contributions:** Linda Rea gave an overview of the Senior Center's charitable donation contributions over the last few months including a very successful food drive for NEED, the Happy Hatters group solicited donations for battered women, Staff collected donations for tornado victims, and the sewing group donated bags for homeless school students.
- E. VIA Recognition:** Malaika Marion reported that Community Services Staff handed out 200 gift bags during the holidays to show appreciation to all of the City's Volunteers.
- F. Open Carry:** Allan Heindel informed the Board that the Open Carry law went into effect in January. Municipalities are governed by State Legislation which allows open carry on City property except for when City Council and Board Meetings are in session and are then prohibited in that meeting room.

Michelle Varley noted that Officer Winstanley will be at the Senior Center on February 19th at 10:00 a.m. to speak about the Open Carry Law.

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 12:10 p.m.

APPROVED this the _____ day of _____, 2016.

APPROVED:

ATTEST:

CHAIR

RECORDING SECRETARY

CITY OF HURST

Final Draft

COUNTY OF TARRANT

STATE OF TEXAS

On the 19th day of January, 2016, 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		
Ruth Kennedy		
Gus Nixon		
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 November 17, 2015 regular meeting were reviewed and approved as written.

IV. Librarian's Report

A. Statistical Reports for November and December: The Library Statistical Reports for November and December were distributed to the Board. Jesse Loucks reviewed the reports.

November

Circulation.....	28,705
Number of Active Patrons.....	26,813
Volunteer Hours.....	131
Door Count.....	11,622
Electronic Usage Sessions.....	4,857
Page Views.....	7,554
Net Revenue	\$3,270
Children's Programming.....	722
Adult Programming.....	495
Adult Education Programming	254

December

Circulation.....	29,986
Number of Active Patrons.....	27,048
Volunteer Hours.....	146
Door Count.....	10,239
Electronic Usage Sessions.....	5,159
Page Views.....	7,667
Net Revenue	\$2,728
Children's Programming.....	553
Adult Programming.....	457
Adult Education Programming	99

- B. Program & Events Reports for November and December:** The Program & Events Reports for November and December were 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. Youth Computer Deployment:** Jesse Loucks explained that the Library retired old computers and is in the process of deploying eight new computers in the youth services area.
 - 2. Exterior Site Maintenance:** Allan Heindel reported that the leaching in the exterior wall of the Library has reoccurred and the Parks Department will clean the wall as they have in the past.
 - 3. Policy Translation Service:** Jesse Loucks informed the Board that Staff is in the process of using a translation service company to provide Library Policies and other documents in Spanish to adapt to our demographics and provide better customer service.
 - 4. Tad Poll Results:** Mr. Loucks noted that the Library held a naming contest to name the dart frogs in the children's area. Library Staff and the public enjoyed participating in the contest.

E. Staff Activities

1. **New Notaries:** Jesse Loucks informed the Board that the Library provides notary service to over 500 patrons per year; therefore, three staff members are in the process of becoming notaries to join the three existing notaries.

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

1. **November and December Revenue Reports:** The Board was provided the Friends revenue reports for November and December.
2. **Friends Lunch:** Mr. Loucks noted that the Friends will be holding a Staff and Volunteer Appreciation Chili Lunch on February 1st from 12:00 until 2:00 p.m. and the Library Board members are invited to attend.
3. **Book and DVD Sale:** He also informed the Board of the Friends first book and DVD sale to be held February 19th from 5:00 to 7:00 p.m. and February 20th from 9:00 a.m. to 5:00 p.m.

VI. Communications

None at this time.

VII. Unfinished Business

None at this time.

VIII. New Business

None at this time.

IX. Informational Items

- A. **Program Highlight – Visitor Counter Overview:** Digital Services Library Manager Brandon Clifford explained that the Library has installed a new visitor counter at the front door of the Library. This new system distinguishes between adults and children, indicates traffic patterns, and gives weather information for each day, allowing Staff to retrieve very useful data.
- B. **Computer Center Session Management Update:** Jesse Loucks explained that the Library has expanded computer service throughout the Library and increased wifi opportunities. Because of these expanded services, Staff feels there is no longer a need to limit the number of hours a patron can use the Computer Center and has rescinded that restriction. Staff is considering policy revisions for the computer center and will present the revised policy recommendation to the Board at a future Board Meeting.

- C. **Welcome Packet Update:** Mr. Loucks gave an overview of the Welcome Packet that is given to patrons at the time of Library card issuance. The packet contains very useful information for Library Patrons including library policies, fines and charges, check out information, and information about all Library resources and services.
- D. **VIA Update:** Malaika Marion reported that Community Services Staff handed out 200 gift bags during the holidays to show appreciation to all of the City's Volunteers.
- E. **Open Carry:** Allan Heindel informed the Board that the Open Carry law went into effect in January. Municipalities are governed by State Legislation which allows open carry on City property except for when City Council and Board Meetings are in session and are then prohibited in that meeting room.

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 6:35 p.m.

APPROVED this the _____ day of _____, 2016.

APPROVED:

ATTEST:

CHAIRMAN

RECORDING SECRETARY

**MINUTES
CITY OF HURST
PLANNING AND ZONING COMMISSION
WORK SESSION
MONDAY, FEBRUARY 1, 2016**

On the 1st day of February 2016, 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)
Joe Fuchs)
Mark Cyrier)
Howard Shotwell)
Weldon Martin)
Bill Bryan)
Michelle Lazo	) Director Planning and Community Development
Erin Mills	) Assistant/Planning and Community Development

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

I. Call To Order

II. Discussion:

1. P-16-01 K-Mart Plaza Addition, a replat of Lot D1 to Lot D1R, Block 1 K-Mart Plaza Addition, being .62 acre located at 1245 Pipeline Road.

APPROVED this the _____ day of _____ 2016

ATTEST:

Recording Secretary

Planning & Zoning Commission

Georgia Kidwell, Chairperson

**MINUTES
CITY OF HURST
PLANNING AND ZONING COMMISSION
MONDAY, FEBRUARY 1, 2016**

On the 1st day of February 2016, 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)
Joe Fuchs)
Mark Cyrier)
Howard Shotwell)
Weldon Martin)
Bill Bryan)
Michelle Lazo	) Director Planning and Community Development
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. Bryan

1. Mr. Shotwell moved to approve the minutes for the January 4th meeting. Mr. Cyrier seconded the motion. The motion prevailed by a vote of 7-0.
2. Consider a recommendation P-16-01 K-Mart Plaza Addition, a replat of Lot D1 to Lot D1R, Block 1 K-Mart Plaza Addition, being .62 acre located at 1245 Pipeline Road.

Applicant, Clay Christie with Clay Moore Engineering addressed the commission to explain the plans and answer any questions.

After some additional discussion, Mr. Cyrier motioned to recommend approval of P-16-01 K-Mart Plaza Addition, a replat of Lot D1 to Lot D1R, Block 1 K-Mart Plaza Addition, being .62 acre located at 1245 Pipeline Road. Motion seconded by Mr. Aman. The motion prevailed by a vote of 7-0.

There being no further business, The Chair declared the meeting adjourned at 7:05 p.m.

APPROVED this the _____ day of _____ 2016.

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

ATTEST:

Recording Secretary

CITY OF HURST

Final Draft

COUNTY OF TARRANT

STATE OF TEXAS

On the 21st day of January, 2016 at 6:00 p.m., the Parks and Recreation Board of the City of Hurst, Texas, convened in its Regular Meeting at the Hurst Public Library, 901 Precinct Line Road, Hurst, Texas, with the following member's present to-wit:

Alan Neace	)	Chairman
Delbert Derrett	)	Members
Ralph Hurd)	
Pat King)	
Rod Robertson)	
Karen Spencer)	
Cathy Thompson	)	Alternates
Allan Heindel	)	Deputy City Manager
Chris Watson	)	Recreation Director
Kyle Gordon	)	Parks Director
Malaika Marion	)	Managing Director of Community Services
Eric Starnes	)	Project and Facilities Manager
Melanie Cox	)	Recreation Receptionist

With the following members absent: Carol Cole and Bob Walker, 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:** Melanie Cox conducted the Roll Call of Members.
- III. **Approval of Minutes:** Ralph Hurd made a motion to approve the minutes of the November 19, 2015 regular meeting as written; Rod Robertson seconded the motion.

AYES: Derrett, Hurd, King, Neace, Robertson, Spencer, Thompson

NOES: None

IV. Staff Report:

A. Director's Reports:

1. **November and December Participation Reports:** Chris Watson presented the following statistics for the November and December Participation Reports.

November

Recreation Center	12,968
Tennis Center	1,001
Facility Rentals	72

December

Recreation Center	11,234
Tennis Center	475
Facility Rentals	31

2. **Program Highlight:** Chris Watson reported that the January Program Highlight features the new TRX Suspension Training Fitness Equipment. He noted that the new equipment will be used in the Fitness and Yoga classes located in the newly renovated Dance/Exercise Room. Up to 10 patrons can use the equipment at the same time.

B. Special Events:

1. **2016 Chisholm Pond Fish Stocking Program:** The dates for the upcoming fish stocking at the Chisholm Park Pond were displayed.
2. **Santa's Mailbox Recap:** A recap of the 2015 Santa's Mailbox Program was provided to the Board. Chris Watson reported that over 446 letters to Santa were received.
3. **Christmas Tree Lighting & Santa's Workshop Recap:** Chris Watson reported that the very successful 30th Annual Christmas Tree Lighting and Santa's Workshop event was held on Tuesday, December 1st at the Hurst Conference Center.
4. **USTA Adult Tennis Tournament Recap:** Chris Watson presented a recap of the USTA Adult Tennis Tournament. He reported that the tournament was held on December 12th and 13th at the Hurst Tennis Center.
5. **Lose the LB's Program:** The Healthy Hurst "Lose the LB's" Program will run from January 4th to February 29th at the Hurst Recreation Center.
6. **Daddy and Daughter Valentine's Ball Preview:** The 13th Annual Daddy & Daughter Valentine's Ball is scheduled for Sunday, February 7th from 3:00 to 5:00 p.m. at the Recreation Center.
7. **EGGstravaganza Preview:** Chris Watson reported that the 2016 EGGstravaganza is scheduled for March 19th at the Hurst Community Park.

C. Works in Progress:

1. **City Hall Landscape Project:** The new landscape around City Hall and the Justice Center is complete. The Parks Division will soon be adding a landscaped area to the north entrance and several other areas around City Hall.
2. **Plainview Landscaping Improvement Project:** This project is complete.
3. **Highway 10 Median Landscape Improvements:** The construction contract between the City and contractor have been executed, as a result, the project will start in early February.
4. **Athletic Complex Soccer Restroom:** The contractor is constructing the restroom and should be finished by March.
5. **Parker Cemetery Improvements Phase I:** A decorative fence along the south facing border of the property is complete.
6. **Landscape Median Improvements Phase II:** The Pipeline Road and Highway 820 median project is complete.
7. **Recreation Center Multi-purpose Room:** The contractor has completed the Recreation Center Multi-purpose Room.
8. **Rickle Park TRA Project:** This pipeline project is nearly complete.
9. **Parks Holiday Decorations:** The Parks Division has taken down exterior holiday decorations throughout the City.
10. **Recreation Center Elevator Repair:** The elevator repair is complete.
11. **Master Plan:** The City is advertising a Request for Qualifications (RFQ) from design consultants. The RFQ submission deadline is February 3rd. The Master Plan will evaluate existing facilities since the last update.
12. **Central Aquatics Center Project:** The project will be competitively bid in the near future.
13. **Recreation Center Scissor Lift:** The new scissor lift is on order.

D. Staff Activities:

1. **February Calendar:** Chris Watson reviewed the calendar of events for the month of February.
2. **USPTA Award:** Chris Watson reported that Kelly Langdon, Tennis Specialist, received the 2015 Texas Tennis Coach of the Year Award by the United States Professional Tennis Association, USPTA. This is the third time for Mr. Langdon to receive this award.

V. Report of the Committee:

- A. **John Butler Memorial Senior Banquet Recap:** A recap of the 37th Annual John Butler Memorial Senior Banquet was provided to the Board. Allan Heindel reported that the entertainment for the event, *Earley Praises*, was very well received. He asked the Board to consider using the group for the 2016 event. After discussion, it was determined to consider using *Juke Box Live* as the entertainment for the 2016 event. Allan Heindel reported that staff would contact the group to determine availability.

- VI. **Communications:** Two articles from *The Fort Worth Star Telegram* regarding Chisholm Aquatics Center renovations and the Chisholm Park Pond Fishing Program were presented to the Board.

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

VIII. New Business:

- A. **2016 Facilities Utilization Agreements:** Allan Heindel reported that the City has continued its strong working relationship with the co-sponsored associations that utilize City facilities for their sports programs. He stated that there were no major changes to the Facility Utilization Agreements.

Delbert Derrett made a motion to approve the Facility Utilization Agreements for 2016 as presented by staff. Ralph Hurd seconded the motion.

AYES: Derrett, Hurd, King, Neace, Robertson, Spencer, Thompson

NOES: None

IX. Informational Items:

- A. **Chisholm Aquatics Center Project Update:** Eric Starnes presented an update regarding the Chisholm Aquatics Center Project.

- B. Chisholm Park Improvements:** Kyle Gordon reviewed the improvements currently in process at Chisholm Park.
- C. Recreation Center Repairs:** Allan Heindel reported that due to significant water leaks in the Hurst Recreation Center gym and cardio room it has been determined that replacing the roof is necessary. Eric Starnes presented an overview of the damage and a timeline of the repair to the roof and gym floor.
- D. Redbud Playground Replacement:** Kyle Gordon presented the Redbud Playground Replacement concept, noting that the playground would include a rope climber and an Expression Swing. He reported that the funding sources would include: \$200,000 from the PAYGO Fund and \$64,256 from the 2015/16 Park Donation Fund. Allan Heindel requested that the Board consider allocating the funds for the Playground Replacement.

Ralph Hurd made a motion to recommend approval of the 2015/16 Park Donation Fund in the amount of \$64,256 for Redbud Playground Replacement project; Rod Robertson seconded the motion.

AYES: Derrett, Hurd, King, Neace, Robertson, Spencer, Thompson

NOES: None

- E. 2015 TAAF Hall of Fame Banquet:** Chris Watson reported that the TAAF Hall of Fame Banquet is scheduled for Thursday, February 11th at the Hurst Conference Center. He noted that Bob Wright, Softball Coordinator, will be inducted into the TAAF Hall of Fame at the event.
- F. 2016 HEB ISD Hall of Fame Banquet:** Chris Watson reported that HEB Sports Hall of Fame is scheduled for Saturday, February 20th at the Hurst Conference Center.
- G. Open Carry:** Allan Heindel reviewed the new Open Carry Law with the Board.
- X. Board Member and Citizen Comments:** Boy Scout, Bryce Wyatt and Mrs. Roberta Wyatt were in attendance at the meeting. Ralph Hurd inquired as to the merit badge that Mr. Wyatt, is working to earn. Mr. Wyatt responded that the badge is the Communications Merit Badge.
- A. Board Member Inquiry:** In response to a Board Member inquiry regarding possibility of the Chisholm Aquatics Center alerting the patrons in the park itself if the threat of lightning was in the area, Allan Heindel reported that after investigating the request, it would be impractical to implement.

XI. Adjournment: Pat King made a motion to adjourn the meeting; Ralph Hurd seconded the motion.

AYES: Derrett, Hurd, King, Neace, Robertson, Spencer, Thompson

NOES: None

Alan Neace adjourned the meeting at 7:28 p.m.

APPROVED this the _____ day of _____, 20__

APPROVED:

ATTEST:

CHAIRMAN

RECORDING SECRETARY

Future Event Calendar

February 9, 2016

DATE AND TIME	ACTIVITY
Tuesday, February 9, 2016 6:30 p.m.	Regular City Council Meeting City Council Chambers
Monday, February 15, 2016 6:00 p.m.	Town Hall Forum Hurst Conference Center
Tuesday, February 23, 2016 6:30 p.m.	Regular City Council Meeting City Council Chambers
Tuesday, March 8, 2016	Regular City Council Meeting - Canceled
Saturday, March 12, 2016 7:30 a.m.	City Council Strategic Planning Meeting Hurst Conference Center
Sunday, March 13, 2016	Daylight Savings Time Begins
Tuesday, March 22, 2016 6:30 p.m.	Regular City Council Meeting City Council Chambers
Friday, March 25, 2016	Holiday – City Offices Closed