

**WORK SESSION AGENDA OF THE CITY COUNCIL OF HURST, TEXAS  
CITY HALL, 1505 PRECINCT LINE ROAD  
FIRST FLOOR CONFERENCE ROOM  
TUESDAY, OCTOBER 11, 2016 – 5:15 P.M.**

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**I. Call to Order**

**II. Informational Items**

- ) **Discussion of ongoing utility work within the City**
- ) **Discussion of Republic Services' request for residential and commercial trash and residential recycling rate increases**

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

Consider Ordinance 2338, first reading, amending Chapter 21, Article II. – Impact Fees including updated land use assumptions, capital improvement plans, and impact fee levels

**Greg Dickens**

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

Consider authorizing the city manager to enter into an agreement with Catalyst Commercial Inc. to complete a redevelopment plan

**Steve Bowden**

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

Consider authorizing the city manager to enter into an agreement with Schaefer Advertising for the FY 2017 City of Hurst marketing plan

**Ashleigh Johnson**

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

**VI.** Consider authorizing the city manager to enter into contracts for the City's Information Technology VmWare infrastructure upgrade project

**Sunny Patel**

**VII. Adjournment**

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

This the 7<sup>th</sup> day of October 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, OCTOBER 11, 2016**

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**AGENDA:**

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

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

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**CALL TO ORDER**

**INVOCATION (Councilmember Nancy Welton)**

**PLEDGE OF ALLEGIANCE**

**PRESENTATIONS**

1. Presentation of Communications Division 2016 State and National Awards

**CONSENT AGENDA**

2. Consider approval of the minutes for the September 27, 2016 City Council meetings
3. Consider canceling the November 22, 2016 and the December 27, 2016 City Council meetings
4. Consider Ordinance 2334, second reading, adopting Z-16-01, a zoning change from OC to OC-PD with a site plan for Lot 1R, Block 1, Putt-Putt Golf and Games Addition, being 8.414 acres located at 609 Northeast Loop 820
5. Consider Ordinance 2335, second reading, adopting SP-16-05, Norwood North, adopting a site plan for a portion of Lot A1, Block 1, Norwood North Addition, being 1.003 acres located at 500 Grapevine Highway
6. Consider Ordinance 2336, second reading, adopting Z-16-03, Public Storage, a zoning change from GB-PD to OC-PD with a concept plan on a portion of Lot 3, Block 1, Crestview Highway 26 Addition, being 3.49 acres located at 759 Grapevine Highway
7. Consider Ordinance 2337, second reading, setting forth registration requirements and credit extension guidelines for credit access businesses
8. Consider authorizing the city manager to renew an Interlocal Agreement with Tarrant County for funding of the Pipeline Road Project, Phases 2, 3 and 4

- 9. Consider authorizing the city manager to enter into an Interlocal Agreement with the City of Fort Worth for the Household Hazardous Waste Program

**ORDINANCE(S)**

- 10. Consider Ordinance 2338, first reading, amending Chapter 21, Article II. – Impact Fees including updated land use assumptions, capital improvement plans, and impact fee levels

**ACTION ITEM(S)**

- 11. Consider authorizing the city manager to enter into an agreement with Catalyst Commercial Inc. to complete a redevelopment plan (tabled from the September 27, 2016 meeting)
- 12. Consider authorizing the city manager to enter into an agreement with Schaefer Advertising for the FY 2017 City of Hurst marketing plan
- 13. Consider authorizing the city manager to enter into contracts for the City’s Information Technology VmWare infrastructure upgrade project

**OTHER BUSINESS**

- 14. Review of the following advisory board meeting minutes:
  - ) Parks and Recreation Board
  - ) Senior Citizen Advisory Board
- 15. Review of upcoming calendar items
- 16. City Council Reports

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

**ADJOURNMENT**

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

This 7<sup>th</sup> day of October 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.**

City Council Staff Report

SUBJECT: Presentation of Communications Division 2016 State and National Awards	
Supporting Documents:	
	<p>Meeting Date: 10/11/2016</p> <p>Department: Communications</p> <p>Reviewed by: Ashleigh Johnson</p> <p>City Manager Review:</p>
Background/Analysis:	
<p>The City of Hurst Communications Division was honored over the summer at both the 2016 Texas Association of Municipal Information Officers (TAMIO) Annual Conference and the 2016 City County Communications Association (3CMA) Annual Conference. The TAMI Awards is the leading recognition program in Texas honoring excellence for municipal communication strategies. The awards are presented by TAMIO, which includes members from municipal, county and other related agencies and organizations. Winners of TAMI Awards are selected by a group of non-TAMIO members with expertise in the topic areas for each award. Staff received a TAMIO TAMI (the highest honor awarded) in the special publication category for the welcome packet.</p> <p>The Savvy Awards competition presented by 3CMA recognizes outstanding local government achievements in communications, public-sector marketing and citizen-government relationships. The Savvy Awards salute skilled and effective city, county, agency or district professionals who have creatively planned and carried out successful innovations in communications and marketing. Staff received a 3CMA Award of Excellence for Best Use of Photography at the Savvy Awards. Staff was honored to represent the City of Hurst at these conferences and receive these awards.</p>	
Funding and Sources:	
There is no fiscal impact.	
Recommendation:	
There is no staff recommendation.	

**Minutes  
Hurst City Council  
Work Session  
Tuesday, September 27, 2016**

On the 27th day of September 2016, at 5:10 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
Larry Kitchens	)	Mayor Pro Tem
Bill McLendon	)	Councilmembers
Henry Wilson	)	
Nancy Welton	)	
David Booe	)	
Trasa Cobern	)	
Clay Caruthers	)	City Manager
John Boyle	)	City Attorney
Allan Heindel	)	Deputy City Manager
Rita Frick	)	City Secretary
Greg Dickens	)	Executive Director of Public Works
Michelle Lazo	)	Managing Director of Development
Duane Hengst	)	City Engineer
Ashleigh Johnson	)	Managing Director of Communications
Kara McKinney	)	Marketing and Multimedia Specialist
Shelly Klein	)	Communications Specialist

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 5:10 p.m.

**II. Informational Items**

) **Discussion of proposed Atmos steel line replacement project** – Atmos representative Kelly Pacleb provided an overview of their steel line replacement project that starts the week of October 3, 2016 and is scheduled to finish the end of December 2016. Ms. Pacleb provided a map of the targeted area and reviewed communication efforts with residents. Ms. Pacleb stated this is an ongoing project for Atmos to replace steel pipe with poly pipe. Ms. Pacleb introduced Atmos Representative Tommy Clark and Michael Mangum who provided updates on Atmos projects in the City.

) **Discussion of proposed City Website Design project** – Managing Director of Communications Ashleigh Johnson provided an update on the City’s website design project. Councilmembers requested consistency between departments and City Manager Clay Caruthers stated staff plans to unveil during the February Town Hall meeting.

City Council discussed the items listed below in the following order: Item IV; Item VII; Item VI; Item V, Item X; Item XI, Item XIV; Item XII and Item XIII.

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

Consider Ordinance 2331 (a), second reading, adopting budget for fiscal year beginning October 1, 2016 and ending September 30, 2017.

Consider Ordinance 2331 (b), second reading, ratifying the Property Tax Revenue Increase reflected in the Fiscal Year 2016-2017 Budget.

Consider Ordinance 2332, second reading, setting the tax rate for the 2016 tax year.

Consider Ordinance 2333, second reading, approving all water and wastewater rates for Fiscal Year 2016-2017

City Manager Caruthers stated these items were all second readings for the budget process.

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

Conduct a Public Hearing to consider the amendment of land use assumptions, capital improvements plan, and the impact fees imposed by the City, and stated the action item will be on the next City Council agenda.

Executive Director of Public Works Greg Dickens briefed Councilmembers on the public hearing process required by state law for the amendment of land use assumptions, capital improvements plan, and the impact fees imposed by the City.

City Manager Caruthers noted that on agenda item 5 on the regular agenda, staff anticipates returning to Council for a possible contract amendment due to recent testing of the paint on the water tower. He explained staff requests the Council take the current action tonight to enter into the Engineering Services Contract with Deltatek, Inc., but additional engineering services may be added to address the type and age of paint on the current tank.

**V. Discussion of Agenda Item(s) 11 and 12**

Conduct a Public Hearing to consider Z-16-01, Putt-Putt Golf and Games, a zoning change from OC to OC-PD with a site plan for Lot 1R, Block 1, Putt-Putt Golf and Games Addition, being 8.414 acres located at 609 Northeast Loop 820.

Consider Ordinance 2334, first reading, adopting Z-16-01, a zoning change from OC to OC-PD with a site plan for Lot 1R, Block 1, Putt-Putt Golf and Games Addition, being 8.414 acres located at 609 Northeast Loop 820

Managing Director of Planning Michelle Lazo briefed Councilmembers on Z-16-01, Putt-Putt Golf and Games, a zoning change from OC to OC-PD with a site plan for Lot 1R, Block 1, Putt-Putt Golf and Games Addition, being 8.414 acres located at 609 Northeast Loop 820, and Ordinance 2334 reviewing the addition of the two story bowling alley,

signage, landscaping and parking. She stated most of the other existing features will remain. Ms. Lazo noted the site will be under parked at 216 spaces, but the applicant is not concerned due to their other existing businesses with a similar parking area.

**VI. Discussion of Agenda Item(s) 13 and 14**

Conduct a Public Hearing to consider SP-16-05, Norwood North, a site plan for a portion of Lot A1, Block 1, Norwood North Addition, being 1.003 acres located at 500 Grapevine Highway.

Consider Ordinance 2335, first reading, adopting SP-16-05, Norwood North, adopting a site plan for a portion of Lot A1, Block 1, Norwood North Addition, being 1.003 acres located at 500 Grapevine Highway

Managing Director of Planning Michelle Lazo briefed Councilmembers on SP-16-05, Norwood North, a site plan for a portion of Lot A1, Block 1, Norwood North Addition, being 1.003 acres located at 500 Grapevine Highway and Ordinance 2335 reviewing the proposed 9,000 square foot retail/restaurant development, including proposed signage to incorporate the existing Bank of Texas monument sign.

**VII. Discussion of Agenda Item(s) 15 and 16**

Conduct a Public Hearing to consider Z-16-03, Public Storage, a zoning change from GB-PD to OC-PD with a concept plan on a portion of Lot 3, Block 1, Crestview Highway 26 Addition, being 3.49 acres located at 759 Grapevine Highway.

Consider Ordinance 2336, first reading, adopting Z-16-03, Public Storage, a zoning change from GB-PD to OC-PD with a concept plan on a portion of Lot 3, Block 1, Crestview Highway 26 Addition, being 3.49 acres located at 759 Grapevine Highway

Managing Director of Planning Michelle Lazo briefed Councilmembers on Z-16-03, Public Storage, a zoning change from GB-PD to OC-PD with a concept plan on a portion of Lot 3, Block 1, Crestview Highway 26 Addition, being 3.49 acres located at 759 Grapevine Highway, and Ordinance 2336, reviewing the enclosed indoor storage facility, grade change between the residential area and the business, security, lighting, and fencing.

**VIII. Discussion of Agenda Item(s) 17**

Consider P-16-04, Putt-Putt Golf and Games Addition, a replat of Lot 1 to Lot 1A, Block 1, Putt-Putt Golf and Games Addition, being 8.414 acres located at 609 NE Loop 820 Highway.

Managing Director of Planning Michelle Lazo stated this item is associated with agenda items 11 and 12.

**IX. Discussion of Agenda Item(s) 18**

Consider P-16-05, Norwood North Addition, a replat of Lot A1 to Lots A1A and A1B, Block 1, Norwood North Addition, being 4.795 acres located at 500 Grapevine Highway

Managing Director of Planning Michelle Lazo stated this item is associated with agenda items 13 and 14.

**X. Discussion of Agenda Item(s) 19**

Consider P-15-07, Lifegate Addition, a final plat of Lot 1, Block 1, Lifegate Addition, being 2.52 acres located at 1345 Yates Drive.

Managing Director of Planning Michelle Lazo stated this plat is for a proposed church and rezoning is not required.

**XI. Discussion of Agenda Item(s) 20**

Consider Ordinance 2337, first reading, setting forth registration requirements and credit extension guidelines for credit access businesses.

Executive Director of Planning Steve Bowden briefed Councilmembers on Ordinance 2337, first reading, setting forth registration requirements and credit extension guidelines for credit access businesses noting the joint effort between the cities of Hurst, Euless and Bedford to adopt the Texas Municipal League model ordinance. Mr. Bowden provided Council a revised Ordinance with a January 2017 effective date.

**XII. Discussion of Agenda Item(s) 21**

Consider Resolution 1655 authorizing the Local Project Advance Funding Agreement for the Green Ribbon Landscape Improvements Project.

Deputy City Manager Allan Heindel briefed Councilmembers on agenda items 21 and 22 regarding Resolution 1655 authorizing the Local Project Advance Funding Agreement for the Green Ribbon Landscape Improvements Project, and an agreement with Kimley-Horn and Associates, Inc., to provide the design and engineering services for the Green Ribbon Landscape Project. Mr. Heindel stated this is a win win grant project.

**XIII. Discussion of Agenda Item(s) 22**

Consider authorizing the city manager to enter into an Agreement with Kimley-Horn and Associates, Inc. to provide the design and engineering services for the Green Ribbon Landscape project

**XIV. Discussion of Agenda Item(s) 23**

Consider authorizing the city manager to enter into an agreement with Catalyst Commercial Inc. to complete a redevelopment plan.

City Manager Clay Caruthers noted the handout being provided by Economic Development Director Bowden, and stated if Council wishes more time to review, the item can be tabled to the October 11, 2016 City Council meeting agenda.

**XV. Adjournment - The work session adjourned at 6:22 p.m.**

**APPROVED** this the 11th day of October 2016.

**ATTEST:**

**APPROVED:**

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Rita Frick, City Secretary

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Richard Ward, Mayor

**City of Hurst  
City Council Minutes  
Tuesday, September 27, 2016**

On the 27th day of September 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
Larry Kitchens	)	Mayor Pro Tem
Bill McLendon	)	Councilmembers
Henry Wilson	)	
Nancy Welton	)	
David Booe	)	
Trasa Cobern	)	
Clay Caruthers	)	City Manager
John Boyle	)	City Attorney
Allan Heindel	)	Deputy City Manager
Rita Frick	)	City Secretary
Greg Dickens	)	Executive Director of Public Works
Michelle Lazo	)	Managing Director Development
Steve Bowden	)	Executive Director of Development
Duane Hengst	)	City Engineer

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

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

Councilmember Wilson gave the Invocation.

The Pledge of Allegiance was given.

**PRESENTATIONS**

1. Presentation of the 2016 Achievement of Excellence in Procurement Award. Mayor Ward recognized Director of Risk/Purchasing Jerry Lewandowski who spoke of his goal to obtain this award. Mr. Lewandowski introduced Dawn Berry of the International Institute of Procurement who reviewed the Achievement of Excellence in Procurement criteria designs to measure innovation, professionalism, e-procurement, productivity, and leadership attributes of the procurement function. Ms. Berry noted this is the first time for the City to receive the Achievement in Excellence in Procurement Award, and is one of only 28 agencies in Texas and 72 cities in the United States and Canada to receive the award.

Councilmembers expressed their congratulations to Mr. Lewandowski.

**CONSENT AGENDA**

2. Considered approval of the minutes for the September 6 and 13, 2016 City Council meetings.
3. Considered Ordinance 2329, second reading, to consider SP-16-06, Precinct Ridge Office Park, a site plan revision for Lots 3 and 5, Block 1, Precinct Ridge Addition, being 1.63 acres located at 6140 and 6148 Mid Cities Boulevard.
4. Considered Ordinance 2330, second reading, to consider SP-16-07, First Baptist Church Hurst, a site plan revision for Lot BR, Block 55, Mayfair Addition, being 11.15 acres located at 1801 Norwood Drive.
5. Considered authorizing the city manager to enter into an Engineering Services Contract with Deltatek, Inc., for engineering services for the Tarrant County College (TCC) Elevated Storage Tank Renovation Project.

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

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

No: None

**BUDGET RELATED ITEM(S)**

6. Considered Ordinance 2331 (a), second reading, adopting budget for fiscal year beginning October 1, 2016 and ending September 30, 2017.

Councilmember Wilson moved to pass Ordinance 2331 (a) on second reading. Motion seconded by Councilmember McLendon. Motion prevailed by the following vote:

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

No: None

7. Considered Ordinance 2331 (b), second reading, ratifying the Property Tax Revenue Increase reflected in the Fiscal Year 2016-2017 Budget.

Councilmember Wilson moved to pass Ordinance 2331 (b) on second reading. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

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

No: None

8. Considered Ordinance 2332, second reading, setting the tax rate for the 2016 tax year.

Councilmember Cobern moved, "I move that the property tax rate be increased by the adoption of a tax rate of \$0.5879, which is effectively a 6.7 percent increase in the tax rate." Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

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

9. Considered Ordinance 2333, second reading, approving all water and wastewater rates for Fiscal Year 2016-2017.

Councilmember McLendon moved to approve Ordinance 2333, including the proposed water and wastewater rates effective October 1, 2016, to be included in all City utility bills processed on, or after, November 1, 2106. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

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

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

10. Conducted a Public Hearing to consider the amendment of land use assumptions, capital improvements plan, and the impact fees imposed by the City.

Mayor Ward announced a public hearing to consider the amendment of land use assumptions, capital improvements plan, and the impact fees imposed by the City and recognized Executive Director of Public Works Greg Dickens who noted the memo to the Council from the Advisory Committee regarding the recommendation of approval. Mr. Dickens stated the public hearing is dictated by state regulation and Council action is scheduled for the October 11, 2016 City Council meeting. Mr. Dickens introduced Jessica Brown, Freese and Nichols, Inc., who provided an overview of the study for 2015/2016. Ms. Brown reviewed basis for the fees, the process to establish the fees, and the responsibilities of the Advisory Committee.

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

In response to Councilmembers' questions, Executive Director of Public Works Greg Dickens stated the Advisory Committee recommends staying at the current rate and explained that the City of Fort Worth is currently going through the same process and has not determined a fee structure.

11. Conducted a Public Hearing to consider Z-16-01, Putt-Putt Golf and Games, a zoning change from OC to OC-PD with a site plan for Lot 1R, Block 1, Putt-Putt Golf and Games Addition, being 8.414 acres located at 609 Northeast Loop 820.

Mayor Ward announced a public hearing to consider Z-16-01, Putt-Putt Golf and Games, a zoning change from OC to OC-PD with a site plan for Lot 1R, Block 1, Putt-Putt Golf and Games Addition, being 8.414 acres located at 609 Northeast Loop 820 and recognized applicant Corey Waylin of Fitzgerald Architects, representing the Smith family. Mr. Waylin stated the original facility was over 6,000 square feet, was increased to 21,000 square feet, and now proposed to be 57,000 square feet. He stated they will have the same site amenities, except the bumper boats, and are adding two stories of bowling. Mr. Waylin reviewed the proposed elevations, ingress and egress approved

by the Texas Department of Transportation and site lighting in the parking lot, which will be directed away from neighbors.

Mayor Ward noted the following individuals who provided speaker cards in favor of the application, but did not wish to speak: Connie Smith, Brian Smith, Jeanette Smith and Kenneth Smith.

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

In response to Councilmembers' questions, Mr. Waylin stated they are ready to start construction and are waiting on FEMA. He stated the proposed parking is similar to their other facility at 3.3 occupants per car, and they are comfortable with the 216 parking spaces. He stated the boutique lanes include a seating area and food service.

12. Considered Ordinance 2334, first reading, adopting Z-16-01, a zoning change from OC to OC-PD with a site plan for Lot 1R, Block 1, Putt-Putt Golf and Games Addition, being 8.414 acres located at 609 Northeast Loop 820.

Councilmember Booe moved to approve Ordinance 2334, first reading, adopting Z-16-01, a zoning change from OC to OC-PD with a site plan for Lot 1R, Block 1, Putt-Putt Golf and Games Addition, being 8.414 acres located at 609 Northeast Loop 820. Motion seconded by Councilmember Wilson. Motion prevailed by the following vote:

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

13. Conducted a Public Hearing to consider SP-16-05, Norwood North, a site plan for a portion of Lot A1, Block 1, Norwood North Addition, being 1.003 acres located at 500 Grapevine Highway.

Mayor Ward announced a public hearing to consider SP-16-05, Norwood North, a site plan for a portion of Lot A1, Block 1, Norwood North Addition, being 1.003 acres located at 500 Grapevine Highway and recognized Michael Hermansen of Hermansen Development, who stated the proposal will utilize excess parking space at the current Bank of Texas building. Mr. Hermansen stated the proposed building will have 9,000 square feet including restaurants and retail. He stated the tenants have not yet been identified, and reviewed proposed renderings including the current Bank of Texas sign, and the two proposed multi-tenant monument signs. He stated the majority of trees on the property will be saved.

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

14. Considered Ordinance 2335, first reading, adopting SP-16-05, Norwood North, adopting a site plan for a portion of Lot A1, Block 1, Norwood North Addition, being 1.003 acres located at 500 Grapevine Highway.

Councilmember McLendon moved to approve SP-16-05 Norwood North, a site plan for a portion of Lot A1, Block 1 Norwood North Addition, being 1.003 acres located at 500 Grapevine Highway and Ordinance 2335. Motion seconded by Councilmember Welton.

Motion prevailed by the following vote:

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

No: None

15. Conducted a Public Hearing to consider Z-16-03, Public Storage, a zoning change from GB-PD to OC-PD with a concept plan on a portion of Lot 3, Block 1, Crestview Highway 26 Addition, being 3.49 acres located at 759 Grapevine Highway.

Mayor Ward announced a public hearing to consider Z-16-03, Public Storage, a zoning change from GB-PD to OC-PD with a concept plan on a portion of Lot 3, Block 1, Crestview Highway 26 Addition, being 3.49 acres located at 759 Grapevine Highway and recognized Grey Stogner of Crestview Real Estate, 12720 Hillcrest, Suite 650, Dallas, Texas, who stated they purchased the property a couple of years ago, and reviewed the current development including CareNow, Chic fil A, and general retail. Mr. Stogner stated Public Storage officials expressed interest in the backside of the property. Mr. Stogner introduced Maxwell Fisher of Jackson Planning, representing Public Storage, who reviewed the proposed project for the three story, climate control project. Reviewed were peak hours, trip generation, grade differentials between the proposed site and the residential area, elevations, security and lighting.

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

In response to Councilmembers' questions, Mr. Fisher stated, though typically wrought iron, the fencing on the south side is chain link.

16. Considered Ordinance 2336, first reading, adopting Z-16-03, Public Storage, a zoning change from GB-PD to OC-PD with a concept plan on a portion of Lot 3, Block 1, Crestview Highway 26 Addition, being 3.49 acres located at 759 Grapevine Highway.

Councilmember Wilson moved to approve Zoning case Z-16-03, Public Storage, a zoning change from GB-PD to OC-PD with a concept plan on a portion of Lot 3, Block 1, Crestview Highway 26 Addition, being 3.49 acres located at 759 Grapevine Highway and Ordinance 2336. Motion seconded by Councilmember Cobern. Motion prevailed by the following vote:

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

No: None

### **PLAT(S)**

17. Considered P-16-04, Putt-Putt Golf and Games Addition, a replat of Lot 1 to Lot 1A, Block 1, Putt-Putt Golf and Games Addition, being 8.414 acres located at 609 NE Loop 820 Highway.

Mayor Ward recognized applicant Corey Waylin of Fitzgerald Architects who reviewed the proposed plat. In response to Councilmember Wilson's question, City Engineer Greg Dickens stated engineering reviewed the plans and everything is in order.

Councilmember Wilson moved to approve P-16-04, Putt-Putt Golf and Games Addition, a replat of Lot 1 to Lot 1A, Block 1, Putt-Putt Golf and Games Addition, being 8.414 acres located at 609 NE Loop 820 Highway. Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

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

No: None

18. Considered P-16-05, Norwood North Addition, a replat of Lot A1 to Lots A1A and A1B, Block 1, Norwood North Addition, being 4.795 acres located at 500 Grapevine Highway.

Mayor Ward recognized applicant, Michael Hermansen, who stated he would answer any questions.

Councilmember Welton moved to approve P-16-05, Norwood North Addition, a replat of Lot A1 to Lots A1A and A1B, Block 1, Norwood North Addition, being 4.795 acres located at 500 Grapevine Highway. Motion seconded by Councilmember Kitchens. Motion prevailed by the following vote:

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

No: None

19. Considered P-15-07, Lifegate Addition, a final plat of Lot 1, Block 1, Lifegate Addition, being 2.52 acres located at 1345 Yates Drive.

Mayor Ward recognized Mikey Freed, 9400 Old Decatur Road, Fort Worth, Texas, who stated he would answer any questions.

Councilmember Wilson moved to approve P-15-07, Lifegate Addition, a final plat of Lot 1, Block 1, Lifegate Addition, being 2.52 acres located at 1345 Yates Drive. Motion seconded by Councilmember Cobern. Motion prevailed by the following vote:

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

No: None

### **ORDINANCE(S)**

20. Considered Ordinance 2337, first reading, setting forth registration requirements and credit extension guidelines for credit access businesses.

Mayor Ward recognized Executive Director of Development Steve Bowden who reviewed the proposed Ordinance noting the Cities of Hurst, Euless and Bedford have worked together to join a number of Texas cities that have adopted ordinances aimed at ending the cycle of debt and helping borrowers to be successful in paying back their loans. He stated the three cities are recommending ordinance language that mirrors the Texas Municipal League recommendation. He noted the businesses must register with the City, maintain accessible records and follow parameters for the amount that may be borrowed and the rules on refinancing or renewals.

City Manager Caruthers noted that both the City of Euless and Bedford will consider this same regulation this week in that the cities are trying to be unified in this effort. Councilmembers expressed a belief that the state should regulate this industry, but have failed, leaving it to the cities to protect citizens.

Councilmember Kitchens moved to approve Ordinance 2337, setting forth registration requirements and credit extension guidelines for credit access businesses and providing a penalty. Motion seconded by Councilmember McLendon.

Councilmember Wilson noted some businesses charge over five-hundred percent. City Manager Caruthers stated he believes TML has included as much language as possible to protect from predatory lending, in that rates are governed at a different level. Mr. Caruthers stated staff is still discussing, but monitoring will probably be through the Planning and Building Departments.

Motion prevailed by the following vote:

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

No: None

### **RESOLUTION(S)**

21. Considered Resolution 1655 authorizing the Local Project Advance Funding Agreement for the Green Ribbon Landscape Improvements Project.

Mayor Ward recognized Deputy City Manager Allan Heindel who stated agenda items 21 and 22 go hand and hand. He reviewed the Green Ribbon Landscape Improvement Grant program, noting this is the third project for the City, and provided a brief overview of the previous projects, including Plainview Landscaping Project and the Highway 10 medians between Holder Circle and Bell Helicopter Boulevard. Mr. Heindel reviewed the grant project process noting staff submitted an application and was awarded a grant, in the amount of \$766,000, for landscape improvements in the Highway 10 medians east of Highway 820/183 to Precinct Line Road. To officially begin, Texas Department of Transportation (TXDOT) requires the Council approve the proposed resolution that authorizes a project specific interlocal agreement called the Local Project Advance Funding Agreement. Mr. Heindel reviewed the median expenses, landscape materials and phases for the project. He noted the funding impact is carried in the contract with Kimley-Horn for design and engineering services at \$87,045, and at the time the project is let for construction, it is estimated that the City's share will be approximately \$21,000.

Councilmembers noted that a number of people that drive on Hurst Boulevard do not live in Hurst, and this is all they see, so it is wonderful to provide a nicer view of the City. Council expressed appreciation for the TxDOT funding of the landscape projects. Councilmember Cobern moved to approve Resolution 1655 authorizing the Local project Advance Funding Agreement for the Green Ribbon Landscape Improvements Project. Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

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

No: None

**ACTION ITEM(S)**

22. Considered authorizing the city manager to enter into an Agreement with Kimley-Horn and Associates, Inc. to provide the design and engineering services for the Green Ribbon Landscape project.

Councilmember Wilson moved to authorize the city manager to enter into an Agreement with Kimley-Horn and Associates, Inc., to provide the design and engineering services for the Highway 10 Green Ribbon Grant Project, in the amount of \$87,045, with funding from the Special Projects Fund. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

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

No: None

23. Considered authorizing the city manager to enter into an agreement with Catalyst Commercial Inc. to complete a redevelopment plan.

Mayor Ward recognized Executive Director of Development Steve Bowden who stated that as part of the Council's Strategic Vision for 2016/2017, Council identified the need for a concentrated economic development focus. Mr. Bowden noted the need for creation of a redevelopment plan that will help identify and detail the highest and best use of properties while also reviewing zoning and infrastructure. He stated staff interviewed Catalyst Commercial Inc., and although Jason Claunch could not be present this evening, representative Jay Narayana is present to review the proposed agreement and scope of services. Ms. Narayana provided an overview of the agreement including market assessments, strategies to evaluate the market, public private partnership strategies, and evaluation needs for property enhancement incentives. Ms. Narayana reviewed the scope of services noting southeast Hurst will be the initial focus area. Councilmember Wilson noted work session discussions to allow Council additional time to review.

Councilmember Wilson moved to postpone this item to the next Council meeting. Motion seconded by Councilmember Cobern. Motion prevailed by the following vote:

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

No: None

Councilmember Kitchens stated there are some items in the scope of services that may need additional details. One item, rather than a large community meeting, consider small group meetings in the area. He stated the Neighborhood Community Advisory Committee will be a viable group along with the Planning and Zoning Commission.

**OTHER BUSINESS**

24. Review of upcoming calendar items – City Manager Caruthers reviewed the following calendar items:
- National Night Out, October 4, 2016 5:30 p.m. to 8:00 p.m.

25. City Council Reports – No reports were given.

**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 Christopher Strong, 1524 Juliet Place, who expressed support of recently passed Ordinance 2321, regarding the use of hands free devices in automobiles and suggested communication methods to inform the public why the police are exempt.

**ADJOURNMENT**

The meeting adjourned at 8:05 p.m.

**APPROVED** this the 11<sup>th</sup> day of October 2016.

**ATTEST:**

**APPROVED:**

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

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

City Council Staff Report

SUBJECT: Consider canceling the November 22, 2016 and December 27, 2016 City Council meetings	
Supporting Documents:	
	Meeting Date: 10/11/2016 Department: Legislative and Judicial Services Reviewed by: Rita Frick City Manager Review:
Background/Analysis:	
This item provides for City Council to cancel the November 22, 2016 and December 27, 2016 City Council meetings.	
Funding and Sources:	
There is no fiscal impact.	
Recommendation:	
Staff recommends the City Council cancel the November 22, 2016 and December 27, 2016 City Council meetings.	

City Council Staff Report

<p>SUBJECT: Z-16-01 Putt-Putt Golf and Games, a zoning change from OC to OC-PD with a site plan for Lot 1R, Block 1, Putt-Putt Golf and Games Addition, being 8.414 acres located at 609 Northeast Loop 820</p>	
<p>Supporting Documents:</p>	
<p>Ordinance 2334</p>	<p>Meeting Date: 10/11/2016                  Department: Development                  Reviewed by: Steve Bowden                  City Manager Review:</p>
<p>Background/Analysis:</p>	
<p>An application has been made by Evolving Civil Engineering and Planning, on behalf of Putt-Putt Golf and Games, for a zoning change from OC (Outdoor Commercial) to OC-PD (Outdoor Commercial Planned Development) with a site plan for Lot 1R, Block 1, Putt-Putt Golf and Games Addition, being 8.414 acres located at 609 Northeast Loop 820.</p> <p>The applicant is requesting the rezoning in order to expand the existing facility by adding 15,495 square feet of bowling lanes and 3,958 square feet of laser tag. They also plan to relocate the batting cages and rebrand the center name to Alley Cats entertainment.</p> <p>The site plan indicates the addition of a two-story bowling alley on the north end of the property, and a new laser tag facility south of the existing game room. The developer will relocate the existing batting cages south of the go-carts and add a new main entrance just north of the Calloway Branch bridge on the NE Loop 820 access road. Parking will be added where the existing batting cages are and around the new batting cage location. The two existing approaches will be used as a one-way drive for service vehicles and a fire lane as needed.</p> <p>The owner has provided a parking exhibit based on typical car loads for the varying entertainment options. The typical visitor carries 3.3 occupants per car, which requires 281 parking spaces with 30 for employees. The applicant is providing 216 spaces and has shown a comparison of his other Alley Cats location in Arlington and from operations of the existing Putt-Putt after 23 years in Hurst.</p> <p>The developer for Putt-Putt Golf and Games is planning to do some work on the</p>	

north bank of Calloway Branch, just upstream of the frontage road bridge, to allow for modification of the flood plain. The applicant will be moving the main entrance south to install a new main entrance south drive approach and driveway. The work on the slope of the creek will entail some tree removal. These trees do not require mitigation because they are located within an easement.

The applicant will be updating the façade of the entire building to transform Putt-Putt into the Alley Cats building design. The structure will be a vivid yellow with teal and orange concrete panels around the perimeter of the building. Painted argyle patterns will be added to accent the exteriors, and ceramic tile accents will be added around the front doors. LED lighting strips will be added along the roofline of the building.

The applicant will also be adding a forty-two ft. tall concrete panel with a full color LED reader board, on the southeast corner of the building, by the laser tag addition. The panel will be attached to the structure with 137 sq. ft. of sign area. This sign will not flash or change messages more than every 30 seconds.

The applicant is requesting a building sign on the east and west elevation with 130 sq. ft. of sign area each, and a variety of changeable poster signs with 73 sq. ft of sign area each on the west side of the building. The applicant is also requesting a new monument sign near the new entrance that has an 11 ft. tall base with a logo and a 27 ft. tall tower that reads "Alley Cats". The existing pole sign near the north drive will be removed.

The applicant plans to prune, not remove, several large Live Oaks on the west side of the property. They are adding three (3) Crape Myrtles, and a variety of large and small shrubs. The plant list includes: (11) Aralia, (16) Plum Delight, (8) Wax Myrtles, Oak Leaf Hydrangeas, Rose Creek Abelia, Autumn Sage, Dwarf Yaupon, Lantana, Liriope, Winter creeper, ornamental grasses, and seasonal color.

**Funding and Sources:**

There is no fiscal impact.

**Recommendation:**

The Planning and Zoning Commission met on Monday, September 19, 2016 and voted to recommend approval of Z-16-01 Putt-Putt Golf and Games.

ORDINANCE 2334

AN ORDINANCE ADOPTING A ZONING CHANGE FROM OC to OC-PD WITH A SITE PLAN FOR LOT 1R BLOCK 1 PUTT-PUTT GOLF AND GAMES ADDITION, BEING 8.414 ACRES LOCATED AT 609 NORTHEAST LOOP 820, Z-16-01

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

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

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

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

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

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

Section 1. THAT the Comprehensive Zoning Ordinance of the City of Hurst is hereby amended by adopting, a zoning change with Exhibits "A-E" from OC to OC-PD with a site plan for Lot 1R, Block 1, Putt-Putt Golf and Games Addition, being 8.414 acres located at 609 Northeast Loop 820.

AND IT IS SO ORDERED.

Passed on the first reading on the 27<sup>th</sup> day of September 2016 by a vote of 6 to 0.

Approved on the second reading on the 11<sup>th</sup> day of October 2016 by a vote of \_ to \_.

ATTEST:

CITY OF HURST

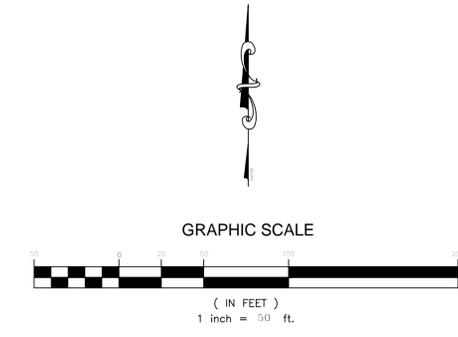
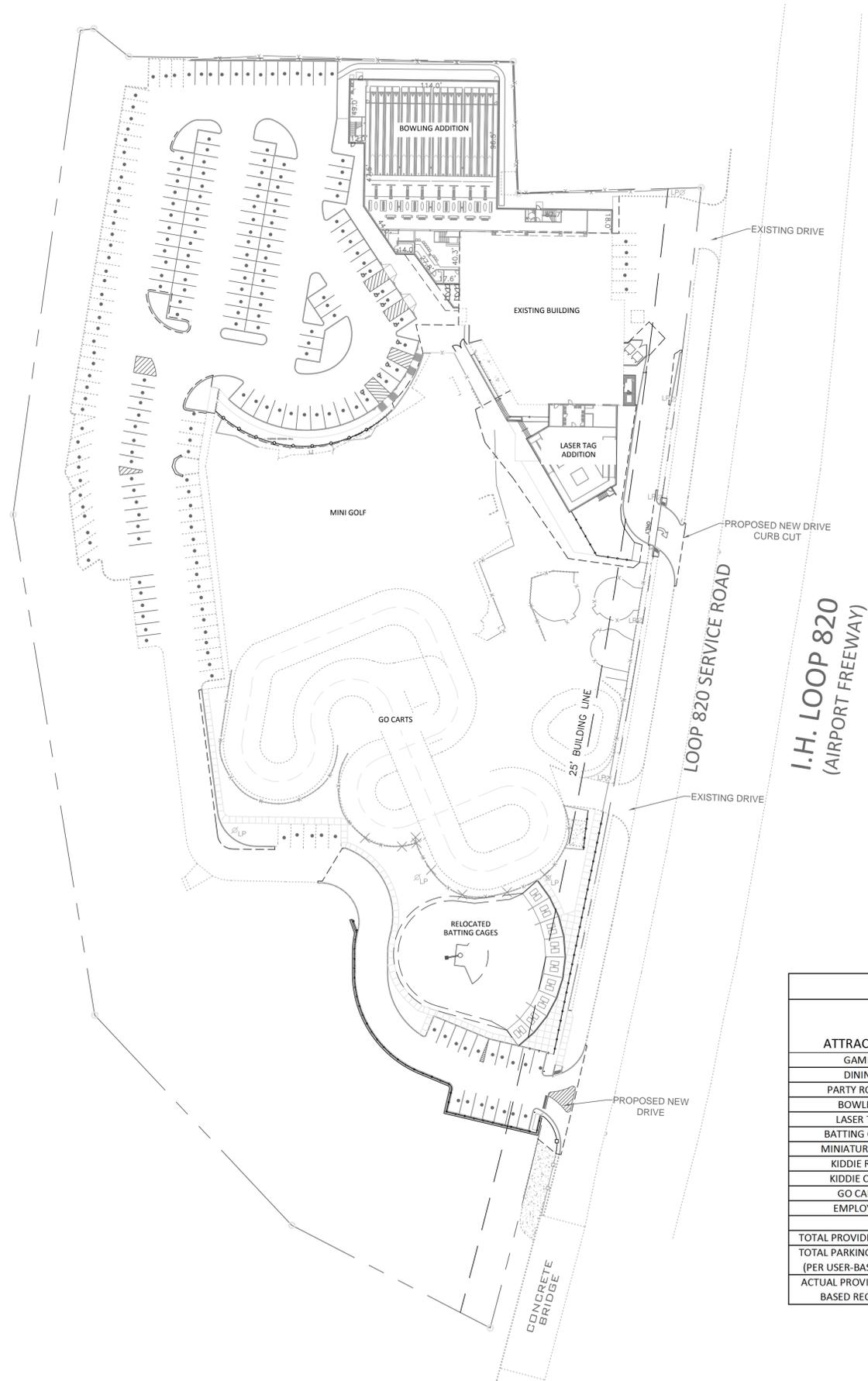
\_\_\_\_\_  
Rita Frick, City Secretary

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

Approved as to form and legality:

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





**CALL 72 HOURS BEFORE YOU DIG**  
CALL TEXAS 811  
1-800-669-8344 (LONESTAR NOTIFICATION)  
OR OTHER UTILITY LOCATING SERVICES

CITY OF HURST UTILITY LOCATE'S NUMBER IS 817-788-7212. A CITY PERMIT IS REQUIRED AND CAN BE OBTAINED AT [www.hurst.tx.rowdy.net](http://www.hurst.tx.rowdy.net)

**NOTICE TO CONTRACTOR:**  
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

**BENCHMARK:**  
CITY BENCHMARK #5 (BRASS CAP) - ELEVATION = 547.59  
N = 6,983,337.5240 E = 2,365,435.9770

**BENCHMARK NOTE:**  
BEARING BASIS DERIVED FROM GPS OBSERVATIONS MADE ON THE GROUND, TEXAS NORTH CENTRAL NAD 83.

ATTRACTION	QUANTITY	USERS	QUEING	USER-BASED RATIO	REQUIRED SPACES (PER USER-BASED RATIO)
GAMES	5471 SF	138	-	3.3 OCC/CAR	42
DINING	2479 SF	100	-	3.3 OCC/CAR	30
PARTY ROOMS	2942 SF	120	-	3.3 OCC/CAR	37
BOWLING	28 LANES	140	-	3.3 OCC/CAR	42
LASER TAG	2915 SF	30	30	3.3 OCC/CAR	18
BATTING CAGES	9 STALLS	9	9	3.3 OCC/CAR	5
MINIATURE GOLF	20754 SF	144	-	3.3 OCC/CAR	44
KIDDIE RIDES	2877 SF	30	30	3.3 OCC/CAR	18
KIDDIE CARTS	3154 SF	5	5	3.3 OCC/CAR	3
GO CARTS	34761 SF	20	20	3.3 OCC/CAR	12
EMPLOYEES	FIXED	30	-	1/EMPLOYEE	30
<b>TOTAL PARKING REQUIRED</b>					<b>281</b>
<b>TOTAL PARKING PROVIDED</b>					<b>216</b>

NOTE: THE USER-BASED RATIO USED TO DETERMINE THE USER-BASED REQUIRED NUMBER OF PARKING SPACES SHOWN ABOVE ARE BASED ON DATA PRESENTED IN A LETTER FROM BRIAN K. SMITH TO JOHN PITSTICK, DIRECTOR OF PLANNING, DATED NOVEMBER 27, 1992. THESE VALUES HAVE BEEN DEEMED TO BE ACCURATE BASED ON THE TWENTY-THREE YEARS THAT HAVE PASSED SINCE THE LETTER WAS SUBMITTED.

ATTRACTION	ARLINGTON	ARLINGTON-USERS	ARLINGTON'S USER DIFFERENCE	HURST	HURST'S DIFFERENCE FACTOR	HURST'S ADDITIONAL SPACES (USER-BASED RATIO)
GAMES	6134 SF	150	12	5471 SF	(663 SF)	-4
DINING	2340 SF	95	-5	2479 SF	139 SF	2
PARTY ROOMS	2505 SF	100	-20	2942 SF	437 SF	7
BOWLING	24 LANES	120	-20	28 LANES	4 LANES	7
LASER TAG	3200 SF	48	-12	2915 SF	(285 SF)	4
BATTING CAGES	-	9	-	9 STALLS	9 STALLS	5
MINIATURE GOLF	-	144	-	36 HOLES	36 HOLES	18
KIDDIE RIDES	-	60	-	2877 SF	-	44
KIDDIE CARTS	-	10	-	3154 SF	-	3
GO CARTS	-	40	-	34761 SF	-	12
EMPLOYEES	30	30	-	30	-	0
<b>TOTAL PROVIDED PARKING</b>	<b>145 SPACES</b>			<b>216 SPACES</b>		
<b>TOTAL PARKING REQUIRED (PER USER-BASED RATIO)</b>	<b>265 SPACES</b>			<b>281 SPACES</b>		
<b>ACTUAL PROVIDED/USER-BASED REQUIRED</b>	<b>0.55</b>					
				<b>TOTAL ADDITIONAL SPACES FOR HURST (PER USER-BASED COMPARISON)</b>		<b>98 SPACES</b>
				<b>TOTAL REQUIRED SPACES FOR HURST (PER USER-BASED COMPARISON)</b>		<b>243 SPACES</b>
				<b>TOTAL ADDITIONAL SPACES FOR HURST (PER RATIO OF USER-BASED REQUIRED TO ACTUAL)</b>		<b>9 SPACES</b>
				<b>TOTAL SPACES FOR HURST (PER RATIO OF USER-BASED REQUIRED TO ACTUAL)</b>		<b>154 SPACES</b>
				<b>ADDITIONAL PARKING PROVIDED</b>		<b>62 SPACES</b>

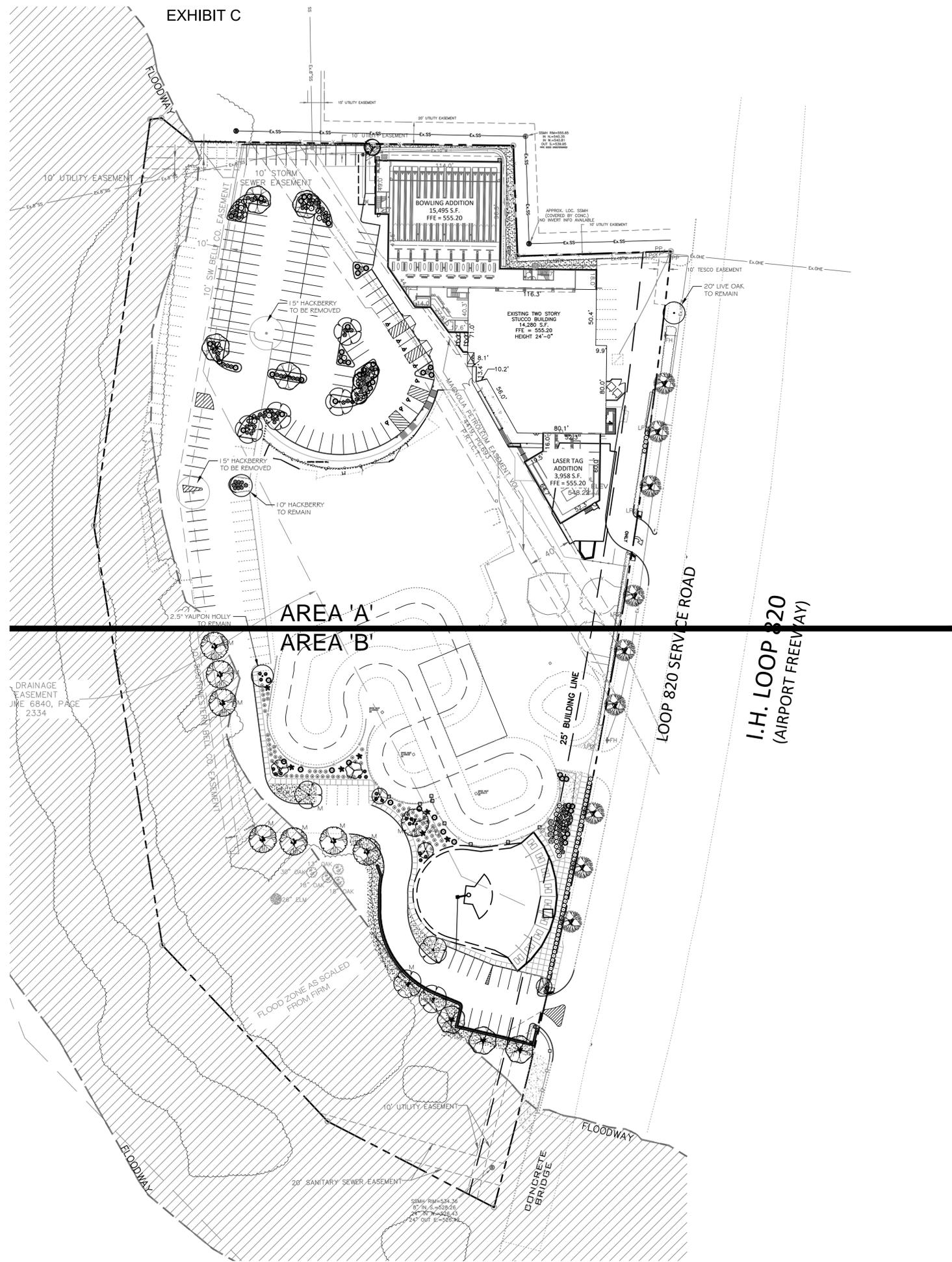
NO.	DATE	REVISIONS	COMMENTS

**PUTT-PUTT GOLF & GAMES**  
609 N. E. Loop 820 Access Road  
Hurst, Texas 76053

**PARKING EXHIBIT**

SCALE:  
DRAWN BY:  
DESIGNED BY:  
CHECKED BY:  
PROJECT NO. 2015034  
DATE: SEPTEMBER 2016  
SHEET:  
**1 OF 1**

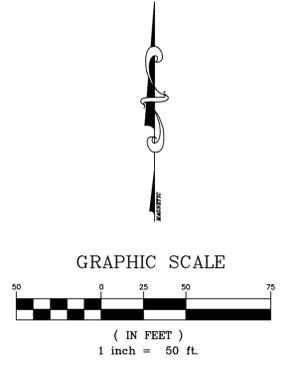
EXHIBIT C



CITY REQUIREMENTS:

	REQ.	PROV.
LANDSCAPE AREA	15% OF THE SITE SHALL BE LANDSCAPE AREA 366,573SF X 0.15 = 54,985SF	54,984 103,978
PARKING AREA LANDSCAPE	PARKING AREAS SHALL BE SCREENED FROM PUBLIC R.O.W. WITH EVERGREEN SHRUBS SPACED 3' O.C.	PROVIDED
	1 LARGE TREE SHALL BE PROVIDED PER 20 PARKING SPACES 216SPACES / 20 = 11 TREES	11
	EVERY PARKING SPACE SHALL BE LOCATED WITHIN 100' OF A LARGE TREE 5% OF THE PARKING LOT AREA SHALL BE PROVIDED IN LANDSCAPE AREA 88,867SF X 0.05 = 4,403SF	4,403 5,398
HWY BUFFER	15' WIDE LANDSCAPE STRIP ALONG HWY FRONTAGE W/ 1 TREE AND 10 SHRUBS PER SOLF TREES: 879LF / 50 X 1 = 18 SHRUBS: 879LF / 50 X 10 = 176	15' 5' 18 14 176 180
TREE MITIGATION	REPLACE PROTECTED TREES REMOVED FROM THE SITE AT 1" REPLACEMENT CALIPER PER 1" REMOVED CALIPER 2 - 15" TREES REMOVED 10 - 3" TREES REPLACED (DENOTED W/ M ON PLAN)	30" 30"

\*HWY BUFFER TREE REQUIREMENT NOT MET DUE TO SITE CONSTRAINTS AND FLOOD WAY.



PLANT SCHEDULE

TREES	QTY	COMMON NAME / BOTANICAL NAME	CONT	CAL	SIZE
	3	Existing Tree to Remain / Existing tree to be protected during construction	B 4 B		
	3	Texas Redbud / Cercis canadensis texensis	15 gal	1.5" Cal	5-6" H
	4	Dynamite Crape Myrtle / Lagerstroemia indica 'Dynamite'	15 gal		
	9	Chinese Pistache / Pistacia chinensis	45 gal	3" Cal	10-12' H
	8	Chinkapin Oak / Quercus muhlenbergii	45 gal	3" Cal	10-12' H
	7	Shumard Red Oak / Quercus shumardi	45 gal	3" Cal	10-12' H
	8	Allise Lacebark Elm / Ulmus parvifolia 'Allise'	45 gal	3" Cal	10-12' H
	4	Chaete Tree / Vitex agnus-castus	15 gal	1.5" Cal	5-6" H
SHRUBS	QTY	COMMON NAME / BOTANICAL NAME	CONT		
	38	Glossy Abelia / Abelia x grandiflora 'Kaleidoscope'	5 gal		
	32	Crimson Pygmy Barberry / Berberis thunbergii 'Crimson Pygmy'	3 gal		
	8	Dwarf Watermelon Flowering Quince / Chaenomeles speciosa 'Dwarf Watermelon'	5 gal		
	65	Dwarf Burford Holly / Ilex cornuta 'Burfordii Nana'	5 gal		
	10	Sea Green Juniper / Juniperus chinensis 'Sea Green'	5 gal		
	74	Gulf Coast Muhly / Muhlenbergia capillans 'Gulf Coast'	1 gal		
	50	Lindheimer's Muhly / Muhlenbergia lindheimeri	3 gal		
	18	Hamelin Dwarf Fountain Grass / Pennisetum alopecuroides 'Hamelin'	5 gal		
	65	Indian Hawthorn / Rhampholepis indica 'Clara'	5 gal		
	7	Soft Leaf Yucca / Yucca recurvifolia 'mangantaville'	5 gal		
GROUND COVERS	QTY	COMMON NAME / BOTANICAL NAME	CONT	SPACING	
	6,057 sf	Bermuda Grass / Cynodon dactylon 'T4 419'	sod		
	266	Snow N Summer Asatice Jasmine / Trachelospermum asiaticum 'Snow N Summer' TM	4" pot	18" o.c.	

GENERAL LANDSCAPE NOTES:

- CONTRACTORS SHALL HAVE UNDERGROUND UTILITIES LOCATED, LEGIBLY MARKED, AND SHALL REPAIR ANY AND ALL DAMAGE WHICH MAY OCCUR AS A RESULT OF LANDSCAPE INSTALLATION. UTILITIES SHOWN ON THIS PLAN ARE APPROXIMATED, AND SHOULD BE VERIFIED ON THE CIVIL UTILITY PLAN AND IN THE FIELD.
- UNDER NO CIRCUMSTANCES WILL LANDSCAPE WORK BE APPROVED FOR PAYMENT IF PLANT SIZE AND GENERAL HEALTH ARE NOT AS REQUIRED ON PLAN.
- ALL PLANTS MUST BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED ON PLANT LIST.
- ALL TREES MUST BE STRAIGHT TRUNKED, FULL HEADED AND MEET ALL REQUIREMENTS AS SPECIFIED. LARGE CANOPY STREET TREES AND THOSE TREES LOCATED NEAR GROUND SIGNAGE SHALL BE LIMBED UP TO A HEIGHT OF 8' ABOVE GRADE TO ENSURE SAFE SIGHT LINES ARE ACHIEVED FOR VEHICULAR NAVIGATION TO AND FROM THE SITE.
- ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT AND THE OWNER BEFORE, DURING AND AFTER INSTALLATION.
- THE LANDSCAPE ARCHITECT MUST APPROVE ANY ALTERATIONS OR REVISIONS TO THE LANDSCAPE PLAN.
- THE LANDSCAPE ARCHITECT MUST APPROVE THE STAKED LOCATION OF ALL PLANT MATERIAL BEFORE INSTALLATION.
- THE CONTRACTOR SHALL PROTECT EXISTING FEATURES ON SITE.
- ALL UNPAVED AREAS ON SITE NOT SPECIFIED FOR BED AREAS, MUST BE COMPLETELY SODDED, SEEDED, OR HYDROSEEDED. ANY PERMEABLE AREAS (ON SITE, OFF SITE, OR IN RIGHT-OF-WAY, DAMAGED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND SODDED, SEEDED OR HYDROSEEDED. ALL SLOPES THAT EXCEED 3:1 SHALL BE TREATED WITH SOD UNLESS SPECIFIED OTHERWISE ON PLAN.
- ALL BEDS AREAS SHALL BE PREPARED FOR PLANTING BY REMOVING GRASS AND WEEDS FROM THE AREA, ROTO TILLING TO A MINIMUM DEPTH OF 6", AND MIXING BED AMENDMENT INTO THE PREPARED BED AREA TO A DEPTH OF 4". AMOUNT AND TYPE OF AMENDMENT TO BE LOCALLY SOURCED BED MIX AND/OR COMPOST FREE OF DEBRIS, ROOTS, AND SEED.
- ALL BED AREAS SHALL RECEIVE A MINIMUM 2" SHREDDED HARDWOOD MULCH OVER WEED BARRIER FABRIC UNLESS SPECIFIED ON PLAN DIFFERENTLY. BED AREAS ADJACENT TO TURF GRASS LAWN AREAS SHALL BE SEPARATED FROM THE LAWN WITH LANDSCAPE EDGING.
- THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THESE PLANS, BEFORE PRICING THE WORK.
- THE LANDSCAPE CONTRACTOR SHALL FULLY MAINTAIN ALL PLANTING (INCLUDING BUT NOT LIMITED TO WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) OF PLANTING AREAS AND LAWNS FOR 90 DAYS AFTER SUBSTANTIAL COMPLETION.
- THE LANDSCAPE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR ONE (1) YEAR BEGINNING AT THE DATE OF SUBSTANTIAL COMPLETION. THE LANDSCAPE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE THE END OF THE GUARANTEE PERIOD (AS PER DIRECTION OF THE OWNER).
- ANY PLANT MATERIAL WHICH DIES, TURNS BROWN OR DEFOOLIATES (PRIOR TO TOTAL ACCEPTANCE OF WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
- STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUMS QUALITY REQUIREMENTS FOR PLANT MATERIAL.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR FINISHED GRADING ALL LANDSCAPE PARKING ISLANDS. FINISHED GRADE IN ISLANDS IS TO BE CROWNED APPROXIMATELY 12"-18" ABOVE THE TOP OF CURB. SOIL IN ISLANDS IS TO BE FREE OF UNSUITABLE MATERIAL AND DEBRIS I.E. GRAVEL OR ASPHALT.
- IF CONTRACTOR IS UNABLE TO DIG PLANT PITS TO A DEPTH THAT WILL PROVIDE THE AREA OF SOIL AROUND THE ROOT BALL DUE TO ROCK, CONTACT ARCHITECT, CIVIL ENGINEER, AND CITY HORTICULTURIST IMMEDIATELY.
- THE TOP EDGE OF ALL LANDSCAPE EDGING SHALL BE A MINIMUM OF 5" BELOW FINISHED FLOOR ELEVATION.
- THE LANDSCAPE CONTRACTOR SHALL PROVIDE AND INSTALL SITE IRRIGATION SYSTEM AFTER DESIGN IS SUBMITTED FOR APPROVAL.

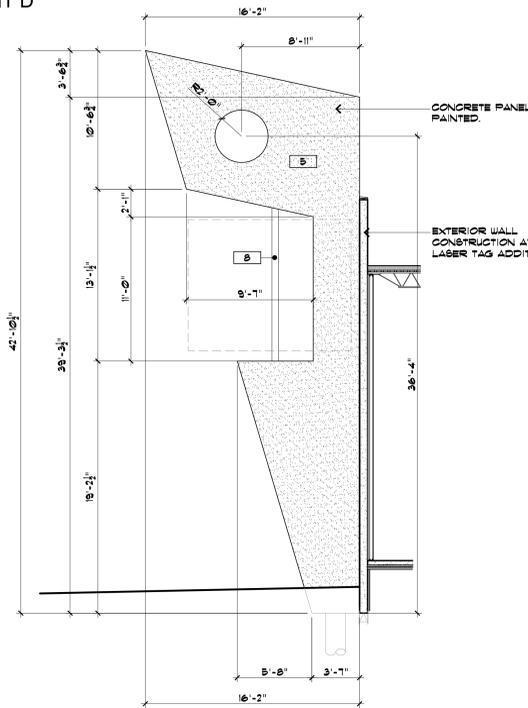
SHEET  
**L1.0**  
**OVERALL**  
**LANDSCAPE**

ISSUE / REVISION RECORD	REVISED PER CITY COMMENTS
08-25-16	

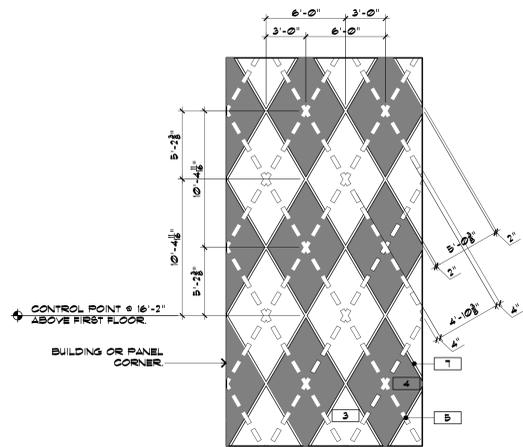


**PUTT-PUTT**  
**609 NE LOOP 820**  
**HURST, TX**

G. I. Joseph Vaughn  
480 Cloud View Ct  
Prosper, TX 75078  
t 972-827-5677



**5**  
A201  
**DECORATIVE CONCRETE PANEL @ LASER TAG**  
SCALE: 3/16"=1'-0"

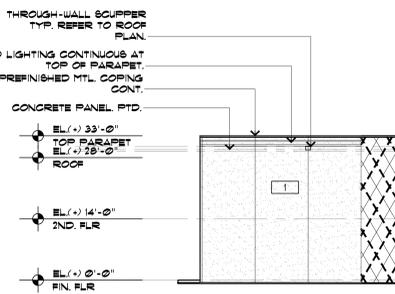


**6**  
A201  
**DECORATIVE PATTERN LAYOUT**  
SCALE: 3/16"=1'-0"

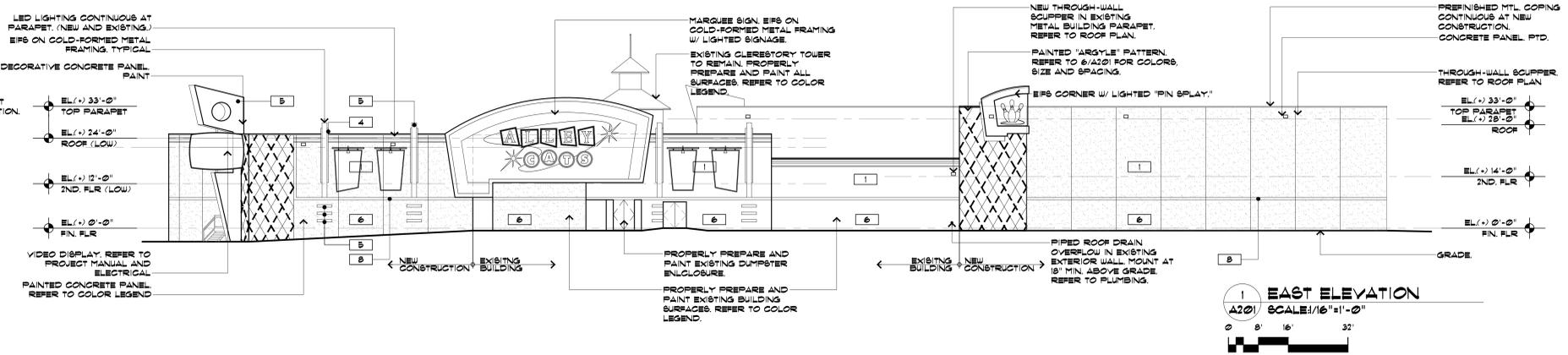
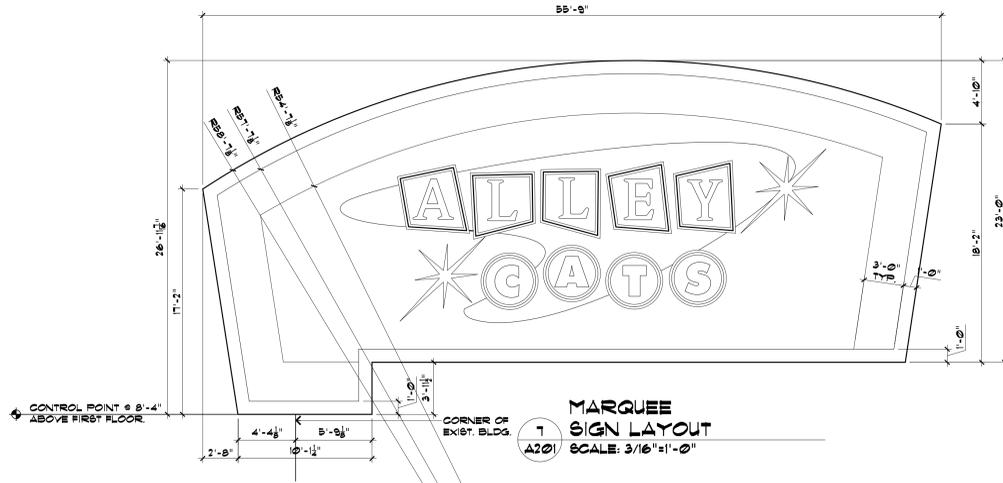
**PAINT & CERAMIC TILE LEGEND**

NUMBER	DESCRIPTION
1	SHERWIN WILLIAMS - SW 6684 'BRITTLEBUSH'
2	SHERWIN WILLIAMS - SW 6682 'JUNE DAY'
3	SHERWIN WILLIAMS - SW 6262 'DAZZLE'
4	SHERWIN WILLIAMS - SW 6160 'RIVULET'
5	SHERWIN WILLIAMS - SW 6810 'ABLAZE'
6	SHERWIN WILLIAMS - SW 6803 'DANUBE'
7	SHERWIN WILLIAMS - SW 6385 'DOVER WHITE'
8	SHERWIN WILLIAMS - SW 6291 'BLACK MAGIC'
9	SHERWIN WILLIAMS - SW 1006 'EXTRA WHITE'
10	FIELD TILE: DALTILE - SIERRA - RAINIER 1500
11	ACCENT TILE: DALTILE - SIERRA - BLACK 201

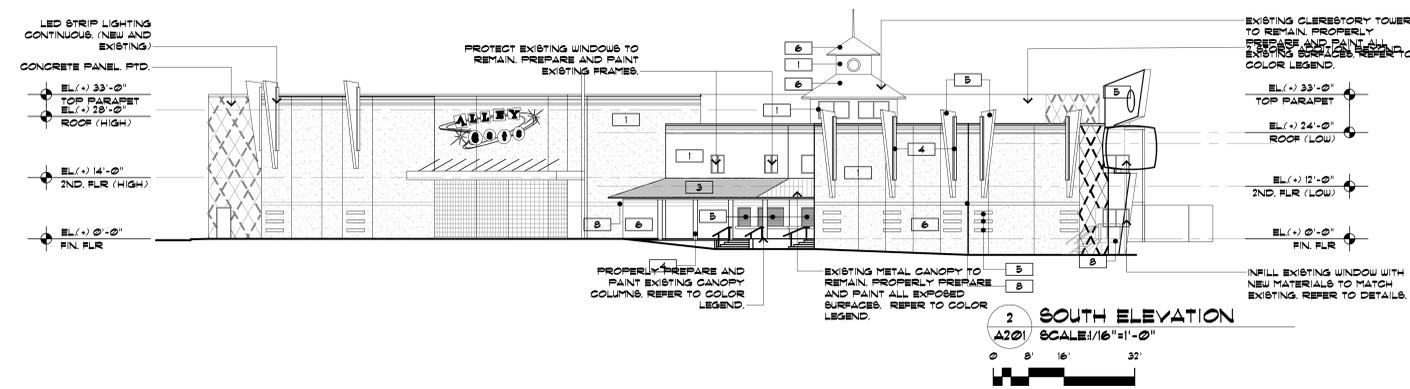
TILE NOTES: PROVIDE BULLNOSE TILE AT ALL EDGES, PROVIDE COVERED BASE AND CORNERS.



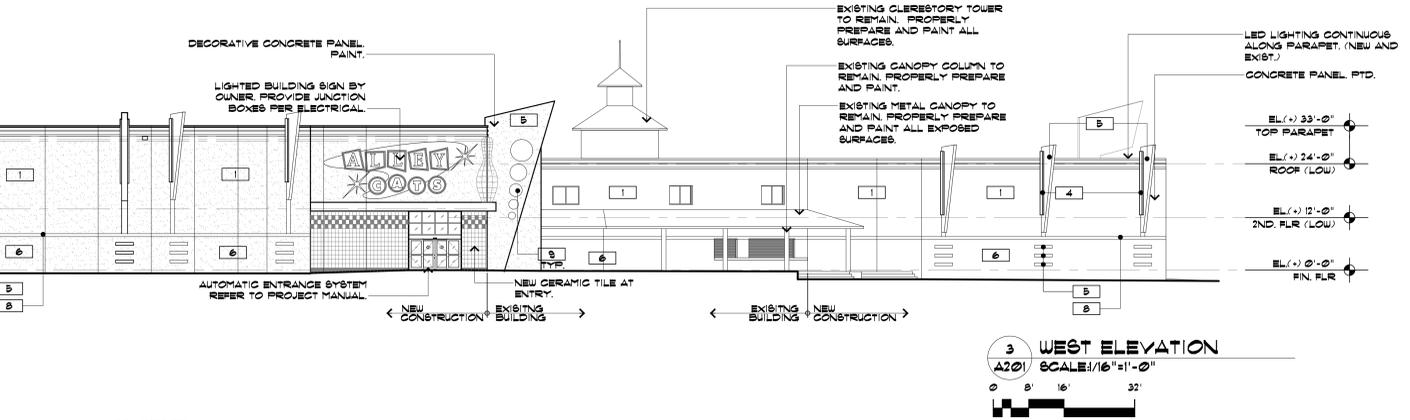
**7**  
A201  
**MARQUEE SIGN LAYOUT**  
SCALE: 3/16"=1'-0"



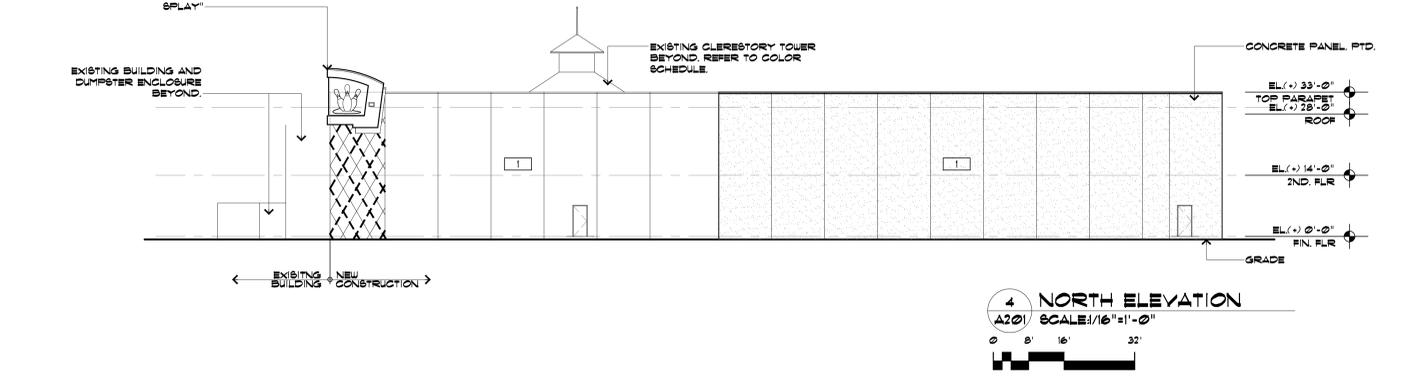
**1**  
A201  
**EAST ELEVATION**  
SCALE: 1/16"=1'-0"



**2**  
A201  
**SOUTH ELEVATION**  
SCALE: 1/16"=1'-0"



**3**  
A201  
**WEST ELEVATION**  
SCALE: 1/16"=1'-0"



**4**  
A201  
**NORTH ELEVATION**  
SCALE: 1/16"=1'-0"

DATE	DESCRIPTION



**FITZGERALD ASSOCIATES**  
architects & design consultants  
405.521.8999  
3900 N. SANTA FE AVE.  
OKLAHOMA CITY, OK 73118  
www.fitzgerald.com

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ALL RIGHTS RESERVED

**2015 BUILDING PROJECT**  
**ALLEY GATS**  
**ADDITIONS+RENOVATION**  
ADDRESS: ...  
**609 NE LOOP 820**  
**HURST, TEXAS**  
OWNER: ...

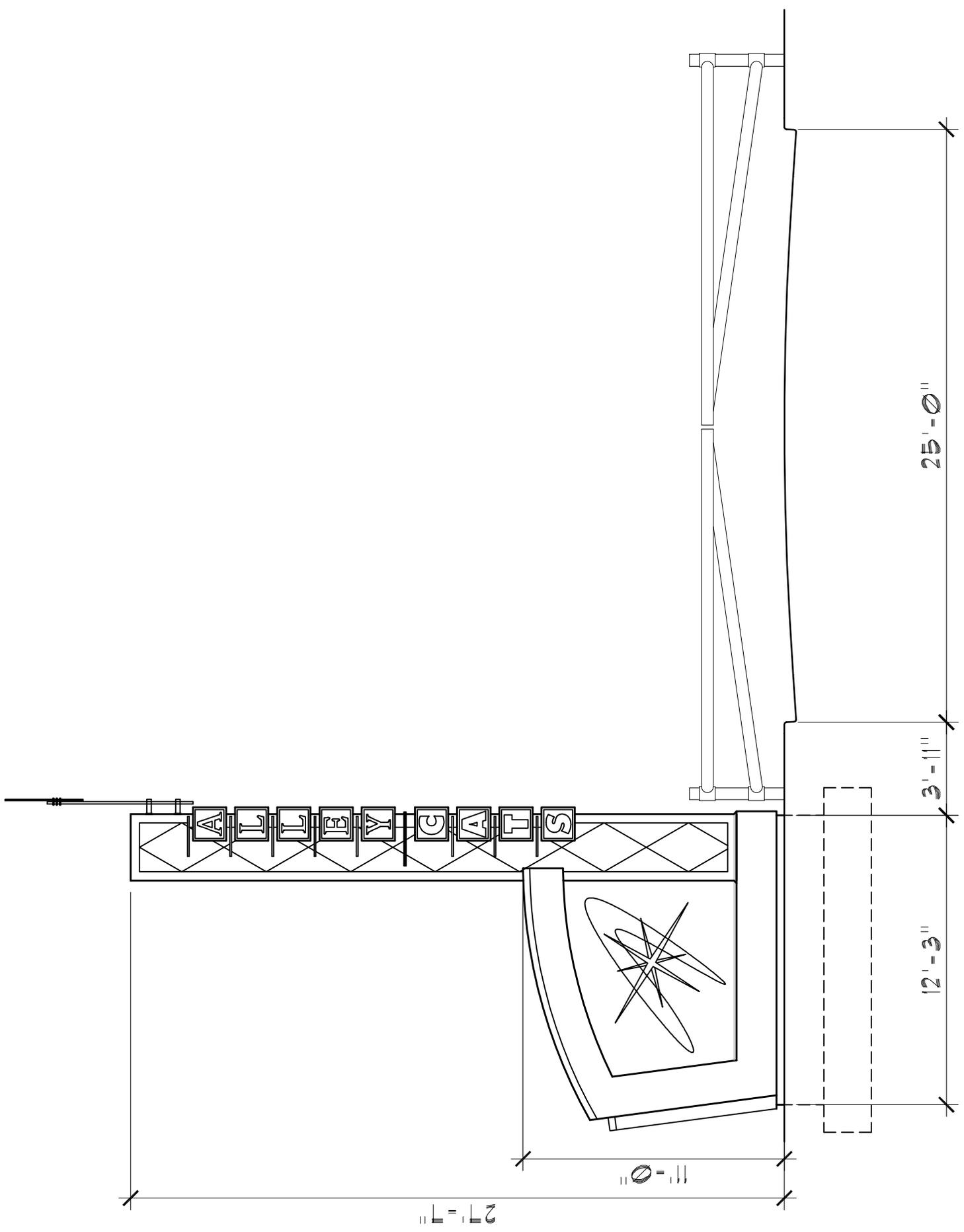
JOB NUMBER: **3173**  
DRAWN BY: C.M.W. CHECKED BY: ...

SHEET TITLE: **ELEVATIONS**

DATE: **4 APRIL 2016**

SHEET NUMBER: **A201**

EXHIBIT E



City Council Staff Report

**SUBJECT:** SP-16-05 Norwood North, a site plan for a portion of Lot A1, Block 1, Norwood North Addition, being 1.003 acres located at 500 Grapevine Highway

**Supporting Documents:**

Ordinance 2335

**Meeting Date:** 10/11/2016

**Department:** Development

**Reviewed by:** Steve Bowden

**City Manager Review:**

**Background/Analysis:**

An application has been made by Hermansen Land Development for a site plan approval on a portion of Lot A1, Block 1, Norwood North Addition, being 1.003 acres located at 500 Grapevine Highway. A replat is also on this agenda. This property is zoned GB-PD (General Business Planned Development).

The applicant is requesting the site plan to develop 1.003 acres of land on the southwest corner of the Bank of Texas parking lot. The proposed building will have 9,000 square feet with 4,948 sq. ft. of restaurant space and 4,012 sq. ft. of retail space. The site is designed with the restaurant anchors on each end of the building and the potential for one drive-thru. The tenants have not yet been identified.

Bank of Texas recently remodeled and added a small drive-thru teller/ATM canopy on the west side of the building. The property owner has demolished the former drive thru canopy on the north end of the property, and will construct a new landscaped parking lot to replace the spaces lost by the new development.

The building elevation indicates a gray brick and white stucco building with vintage cedar cement and corrugated metal panel accents in gray and dark bronze. There will be aluminum storefront glass and gray brick columns across the front.

The applicant is requesting building signage on each elevation. The proposed signage will meet the sign ordinance requirements. The developer is requesting two (2) multi-tenant monument signs that are 8 ft. tall with 96 sq. ft. of sign area per face and the name of the center across the top. One sign will be located on Grapevine Highway. The second sign will be an off-premise sign located on the southeast corner of Mid-Cities and Hurstview Drive. Bank of Texas recently constructed a new sign on Grapevine Highway that will also be an off-premise sign

once Norwood North is replatted. Both property owners have off-premise sign agreements.

The applicant will be mitigating one 13 caliper inch Live Oak on site. They are providing good landscaping and will be adding two (2) Live Oak, nine (9) Cedar Elm, six (6) Crape Myrtles, Purple Winter Creeper, Red Yucca, Creeping Juniper, Texas Sage, Indian Hawthorne, Bermuda sod, and river rock.

**Funding and Sources:**

There is no fiscal impact.

**Recommendation:**

The Planning and Zoning Commission met on Monday, September 19, 2016 and voted to recommend approval of SP-16-05 Norwood North.

ORDINANCE 2335

AN ORDINANCE ADOPTING A SITE PLAN APPROVAL FOR LOT A1, BLOCK 1, NORWOOD NORTH ADDITION, BEING 1.003 ACRES LOCATED AT 500 GRAPEVINE HIGHWAY, SP-16-05

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

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

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

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

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

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

Section 1. THAT the Comprehensive Zoning Ordinance of the City of Hurst is hereby amended by adopting a site plan approval with Exhibits "A-D" for Lot A1, Block 1, Norwood North Addition, being 1.003 acres located at 500 Grapevine Highway.

AND IT IS SO ORDERED.

Passed on the first reading on the 27<sup>th</sup> day of September 2016 by a vote of 6 to 0.

Approved on the second reading on the 11<sup>th</sup> day of October 2016 by a vote of \_ to \_.

ATTEST:

CITY OF HURST

---

Rita Frick, City Secretary

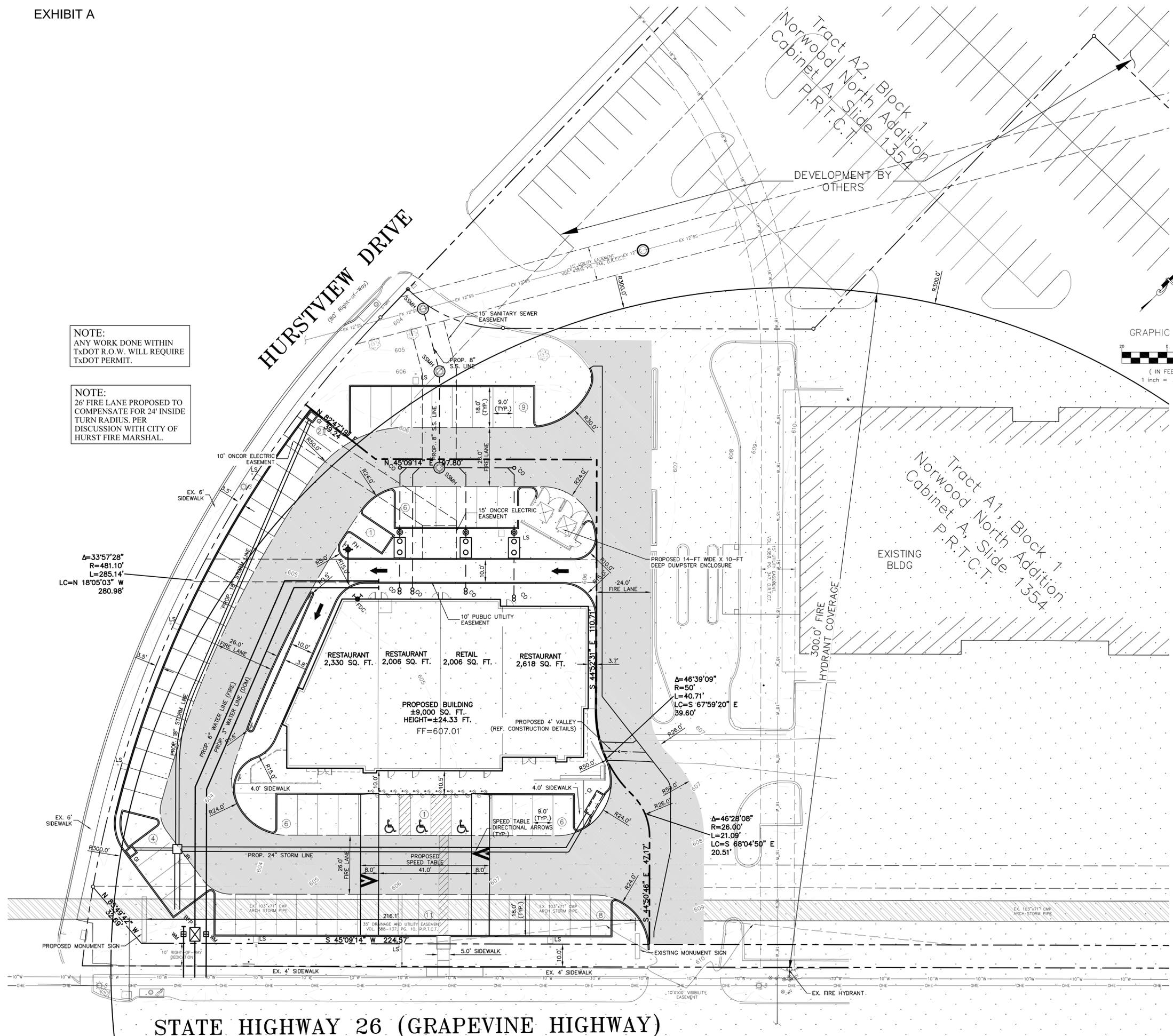
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Richard Ward, Mayor

Approved as to form and legality:

---

City Attorney



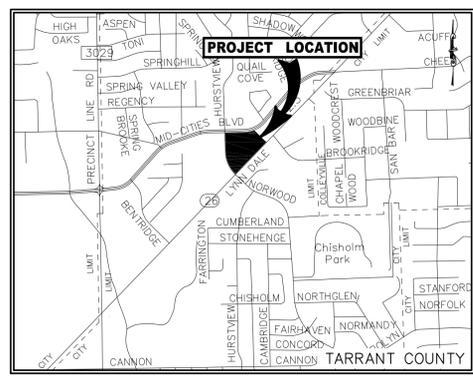
NOTE:  
ANY WORK DONE WITHIN  
TxDOT R.O.W. WILL REQUIRE  
TxDOT PERMIT.

NOTE:  
26' FIRE LANE PROPOSED TO  
COMPENSATE FOR 24' INSIDE  
TURN RADIUS. PER  
DISCUSSION WITH CITY OF  
HURST FIRE MARSHAL.

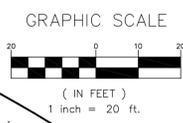
$\Delta=33^{\circ}57'28''$   
 $R=481.10'$   
 $L=285.14'$   
 $LC=N 18^{\circ}05'03'' W$   
 $280.98'$

$\Delta=46^{\circ}39'09''$   
 $R=50'$   
 $L=40.71'$   
 $LC=S 67^{\circ}59'20'' E$   
 $39.60'$

$\Delta=46^{\circ}28'08''$   
 $R=26.00'$   
 $L=21.09'$   
 $LC=S 68^{\circ}04'50'' E$   
 $20.51'$



**VICINITY MAP**  
(NOT TO SCALE)



**LEGEND**

	PROPOSED FIRELANE
	FIRE HYDRANT COVERAGE AREA
	ACCESSIBLE CROSSWALK
	PROPOSED FENCE
	PROPOSED LIGHT SERVICE
	PARKING COUNT SYMBOL

- NOTES**
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
  2. REFER TO SHEET G01 FOR GENERAL NOTES AND LEGEND.
  3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR BUILDING AND DUMPSTER ENCLOSURE FOUNDATION LAYOUT AND DESIGN.
  4. REFER TO LANDSCAPE PLANS FOR FENCE AND HARDSCAPE LAYOUT AND DESIGN.

**SITE DATA SUMMARY TABLE**

CURRENT ZONING:	GB - GENERAL BUSINESS
EXISTING LOT NUMBER:	NORWOOD NORTH BLOCK: 1 TRACT A1 (PORTION)
PROPOSED LOT NUMBER:	NORWOOD NORTH BLOCK 1, LOT A1A
PROPOSED USE:	RESTAURANT AND RETAIL
PROPOSED LOT AREA:	±1,003 AC (±43,704 SQ. FT.)
IMPERVIOUS COVER BEFORE DEVELOPMENT:	±0.948 (±41,224 SQ. FT.)
IMPERVIOUS COVER AFTER DEVELOPMENT:	±0.847 (±36,892 SQ. FT.)
BUILDING INFORMATION	PROPOSED BUILDING 1 ONE-STORY BUILDING
BUILDING HEIGHT:	±29 FT-4 IN
GROSS SQUARE FOOTAGE:	±9,000 SQ. FT
RETAIL AREA:	±2,006 SQ. FT
RESTAURANT AREA:	±6,954 SQ. FT
TOTAL BUILDING AREA:	±9,000 SQ. FT
PARKING REQUIRED:	
MULTIUSE SPACES (1:200):	45 SPACES
ACCESSIBLE SPACES:	3 SPACES
PARKING AREA:	±12,709.4 SQ. FT.
PARKING PROVIDED:	
TOTAL SPACES:	64 SPACES

**BENCHMARKS**

BM-1:	CITY OF HURST STATION 115. BRASS CAP IN CONCRETE STORM DRAIN INLET LOCATED AT THE INTERSECTION OF CRYSTAL GLENN CIRCLE AND CRYSTAL GLENN CIRCLE. APPROX. 160' NORTH OF MID CITIES BLVD. MAPSCO PG 39-S.	(ELEVATION=612.33')
BM-1:	BOX IN THE CENTER OF THE BACK OF A 10' CURB INLET ON THE EAST SIDE OF HURSTVIEW DRIVE, APPROXIMATELY 325' NORTH OF STATE HIGHWAY 26.	(ELEVATION=603.12')

Engineer of Record: JAL  
 Drawn by: DAK  
 Date Plotted: 9/21/2016  
 Issue for Pricing / Bidding: -  
 Issue for Permit Application: -  
 Issue for Construction: -

REVISIONS		
#	DATE	COMMENTS

**WALMART ADDITION**  
**LOT A1A, BLOCK 1,**  
**NORWOOD NORTH ADDITION**  
 CITY OF MURPHY, COLLIN COUNTY, TEXAS

**ecivil engineering, LLC.**  
 5339 ALPHA ROAD, SUITE 300 DALLAS, TEXAS 75240  
 972.701.9636 • 972.701.9639 FAX  
 TX REGISTERED ENGINEERING FIRM F-12600  
 www.ecivileng.com

**PRELIMINARY**  
 [NOT FOR CONSTRUCTION]  
 THIS DRAWING IS RELEASED FOR THE PURPOSE OF SCHEMATIC REVIEW ONLY AND IS NOT INTENDED FOR PERMITTING, BIDDING, OR CONSTRUCTION PURPOSES.  
 THESE PLANS WERE PREPARED UNDER THE DIRECT SUPERVISION OF JOSHUA A. LINCOLN, P.E., TEXAS REG. #114389  
 DATE: 09/08/2016

SHEET TITLE  
**PLANNING SITE PLAN**  
 SHEET NO.  
**C1.1**  
 HPCE #15-695

FILE: X:\Projects\091616\091616\_03\_062\_TK\Map\HPCE\_S1005 & Hurstview Drive\CD\Working Drawings\10352-C1.1\_S1005.dwg  
 USER: cadwin DATEPLOT: 09/21/2016 10:58:30am

**STATE HIGHWAY 26 (GRAPEVINE HIGHWAY)**

## PLANT SCHEDULE

QUANT.	SYM.	BOTANICAL NAME/ COMMON NAME	MIN. CAL.	MIN. HEIGHT	MIN. SPREAD	CONTAINER/ ROOTBALL	SPACING	REMARKS
2	OV	QUERCUS VIRGINIANA/ LIVE OAK	4"	13'	6'	100 GAL.	PER PLAN	SINGLE STRAIGHT TRUNK, FULL CANOPY, MATCHED
6	LI	LAGERSTROEMIA INDICA 'TUSCARORA'/ TUSCARORA CRAPE MYRTLE	NA	8'	3'	30 GAL.	PER PLAN	MULTI-TRUNK (5 CANE MIN.), FULL CANOPY, MATCHED
9	UC	ULMUS CRASSIFOLIUS/ CEDAR ELM	4"	13'	6'	100 GAL.	PER PLAN	SINGLE STRAIGHT TRUNK, FULL CANOPY, MATCHED

### SHRUBS / ORNAMENTAL GRASSES / GROUNDCOVERS

472	EC	EUONYMUS COLORATUS FORTUNE/ PURPLE WINTER CREEPER		12"	12"	1 GAL.	24" O.C.	FULL-ROOTED POTS, VIGOROUS GROWTH AT TIME OF PLANTING
8	HP	HESPERALOE PARVIFLORA/ RED YUCCA		24"	24"	1 GAL.	36" O.C.	
194	IC	ILEX CORNUTA 'DWARF BURFORD HOLLY'/ DWARF BURFORD HOLLY		24"	24"	5 GAL.	36" O.C.	
123	JH	JUNIPERUS HORIZONTALIS/ CREEPING JUNIPER		6"	12"	1 GAL.	36" O.C.	FULL POTS, MIN 4 RUNNERS
48	LF	LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD'/ GREEN CLOUD TEXAS SAGE		24"	24"	5 GAL.	36" O.C.	
58	ML	MUHLENBERGIA LINDHEIMER/ LINDHEIMER MUHLY		18"	12"	3 GAL.	36" O.C.	
26	MS	MISCANTHUS SINENSIS 'GRACILLIMUS'/ GRACILLIMUS 'MISCANTHUS		12"	12"	1 GAL.	36" O.C.	
81	RD	RHAPHIOLEPIS X DELACOURRI 'GEORGIA PETITE'/ GEORGIA PETITE INDIAN HAWTHORNE		12"	12"	5 GAL.	36" O.C.	

CYNADON DACTYLON/  
COMMON BERMUDAGRASS SOLID SOD AS DESIGNATED ON PLANS

### ACCESSORIES

SYMBOL	DESCRIPTION	COLOR	FINISH	REMARKS
A.1	COLORADO RIVER ROCK - 2" - 4" DIAMETER	NA	NA	4" DEPTH, FULL CONTINUOUS COVER IN AREAS SHOWN ON PLANS, INSTALL W/ SOIL BARRIER

### CITY OF HURST, TEXAS ORDINANCE NO. 1777 - LANDSCAPE REQUIREMENTS

#### (6) LANDSCAPE AREA PERCENTAGE

REQUIRED:  
15% TOTAL LOT AREA TO BE LANDSCAPED, LOT AREA: 49,658 SF X 15% = 7,448 SF  
PROVIDED: 8,752 SF

#### (7) LANDSCAPE SETBACK

REQUIRED:  
MINIMUM WIDTH OF 15'-0" ADJACENT TO ALL PUBLIC STREET RIGHTS-OF-WAY  
1 LARGE TREE (MIN. 3" CAL.) OR 2 ORNAMENTAL TREES (MIN. 4'-0" HT) / 50 LF, 10 SMALL SHRUBS / 50 LF  
HURSTVIEW DRIVE - 300 LF / 50 = 6 TREES, 60 SHRUBS  
STATE HIGHWAY 26 - 260 LF / 50 = 6 TREES, 60 SHRUBS  
PROVIDED:

HURSTVIEW DRIVE - 3 LARGE TREES (EXISTING), 6 ORNAMENTAL TREES (4 EXISTING, 2 PROPOSED), 114 SHRUBS  
STATE HIGHWAY 26 - 3 LARGE TREES (1 EXISTING, 2 PROPOSED), 6 ORNAMENTAL TREES (2 EXISTING, 4 PROPOSED), 80 SHRUBS

#### (8) PARKING LOT SCREENING

REQUIRED:  
SHRUBS MAXIMUM HEIGHT OF 30" ABOVE GRADE OF PARKING LOT, SPACED 3'-0" O.C.,  
MINIMUM 2'-0" FROM BACK OF CURB  
PROVIDED: SHRUBS MAXIMUM HEIGHT OF 30" ABOVE GRADE OF PARKING LOT, SPACED 3'-0" O.C.,  
MINIMUM 2'-0" FROM BACK OF CURB

#### (9) LANDSCAPING OF PARKING LOTS

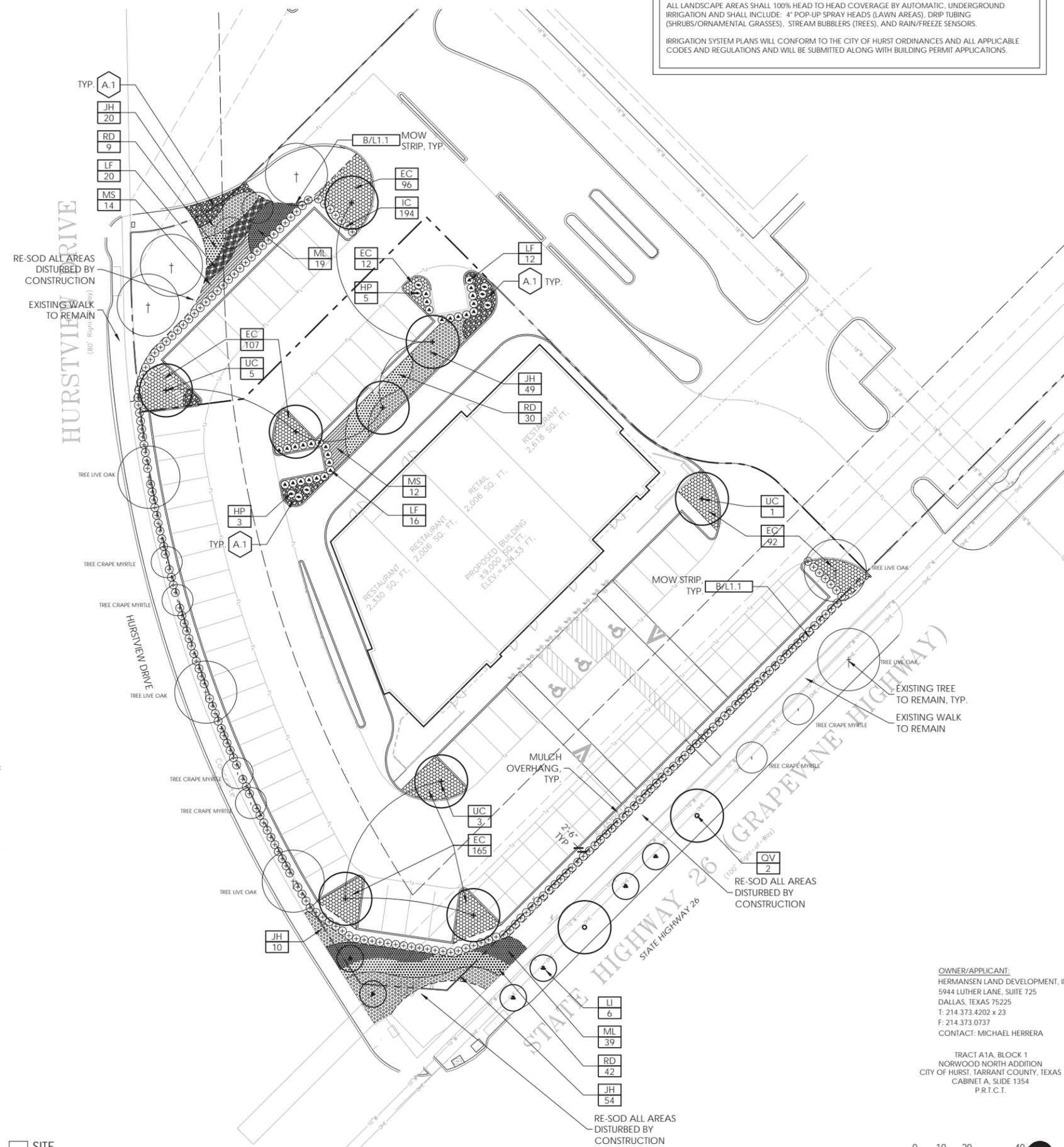
REQUIRED:  
1 LARGE TREE (MIN. 3" CAL.) FOR EVERY 20 PARKING SPACES, ALL SPACES WITHIN 100'-0" OF A TREE,  
ALL ISLANDS LANDSCAPED WITH GROUNDCOVER AND 1 LARGE TREE, ENTRANCE ISLAND PLANTED  
WITH SMALL SHRUBS AT 3'-0" O.C., 5% LANDSCAPED  
75 PARKING SPACES / 20 = 4 TREES  
21,132 PARKING AREA X 5% = 1,056 SF LANDSCAPE AREA  
PROVIDED: 10 TREES (1 EXISTING, 9 PROPOSED)

ALL SPACES WITHIN 100'-0" OF A TREE, ALL ISLANDS LANDSCAPED WITH GROUNDCOVER AND 1 LARGE TREE,  
ENTRANCE ISLAND PLANTED WITH SMALL SHRUBS AT 3'-0" O.C., 2,188 SF LANDSCAPE AREA

#### MAINTENANCE OF LANDSCAPING NOTES:

ALL LANDSCAPING AND RELATED MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. THE FOLLOWING MINIMUM STANDARDS SHALL BE REQUIRED:  
A. ALL REQUIRED LANDSCAPE AREAS SHALL BE PERMANENTLY MAINTAINED AND SHALL BE IRRIGATED WITH AN AUTOMATIC CONVENTIONAL IRRIGATION SYSTEM  
EQUIPPED WITH RAIN AND FREEZE SENSOR CONTROLS. THE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED IRRIGATOR OR MASTER PLUMBER.  
B. LANDSCAPE ISLANDS - SHALL BE IRRIGATED AS REQUIRED BY THIS SECTION. IRRIGATION OF ALL LANDSCAPE AREAS ADJACENT TO ANY PARKING AND/OR  
DRIVING SURFACES SHALL BE INSTALLED SUCH THAT A MINIMUM AMOUNT OF WATER IS APPLIED TO PARKING AND/OR DRIVING SPACES.  
C. IRRIGATION SYSTEMS MAY BE BURIED ON PUBLIC STREET RIGHT-OF-WAY; HOWEVER, THE CITY OR ANY FRANCHISED UTILITY WILL NOT BE RESPONSIBLE FOR  
DAMAGE TO ANY LANDSCAPING MATERIAL OR EQUIPMENT WHILE PERFORMING REPAIR OF MAINTENANCE TO ITS SYSTEM.  
D. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS, AND OTHER SUCH MATERIAL OR PLANTS THAT ARE NOT PAR OF THE LANDSCAPING.  
E. ALL PLANT MATERIALS SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS APPROPRIATE FOR THE SEASON OF THE YEAR. THE PROPERTY  
OWNER IS RESPONSIBLE FOR REGULAR WEEDING, MOWING OF GRASS, IRRIGATION, FERTILIZING, PRUNING, AND OTHER MAINTENANCE OF ALL PLANTINGS AS NEEDED.  
F. PLANT MATERIALS WHICH DIE SHALL BE REPLACED BY THE OWNER WITHIN A SIX-MONTH PERIOD WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE.

**IRRIGATION NOTE:**  
ALL LANDSCAPE AREAS SHALL 100% HEAD TO HEAD COVERAGE BY AUTOMATIC, UNDERGROUND  
IRRIGATION AND SHALL INCLUDE: 4" POP-UP SPRAY HEADS (LAWN AREAS), DRIP TUBING  
(SHRUBS/ORNAMENTAL GRASSES), STREAM BUBBLERS (TREES), AND RAIN/FREEZE SENSORS.  
IRRIGATION SYSTEM PLANS WILL CONFORM TO THE CITY OF HURST ORDINANCES AND ALL APPLICABLE  
CODES AND REGULATIONS AND WILL BE SUBMITTED ALONG WITH BUILDING PERMIT APPLICATIONS.



**B** TYPICAL MOW STRIP  
PLAN

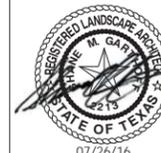
SCALE: 1" = 20'-0"

**A** SITE  
PLAN

SCALE: 1" = 20'-0"



landscape architecture  
5646 milton, suite 606  
dallas, texas 75206  
214.750.4727  
www.garthoffdesign.com



# NORWOOD NORTH RETAIL

BANK OUTPARCEL  
HURST, TEXAS

ISSUE:  
07.26.16 PERMIT

#### REVISIONS:

NO.	DATE	DESCRIPTION

**OWNER/APPLICANT:**  
HERMANSSEN LAND DEVELOPMENT, INC.  
5944 LUTHER LANE, SUITE 725  
DALLAS, TEXAS 75225  
T: 214.373.4202 x 23  
F: 214.373.0737  
CONTACT: MICHAEL HERRERA

TRACT A1A, BLOCK 1  
NORWOOD NORTH ADDITION  
CITY OF HURST, TARRANT COUNTY, TEXAS  
CABINET A, SLIDE 1354  
P.R.T.C.T.

## LANDSCAPE PLAN

# EXHIBIT C

## PLANT SCHEDULE

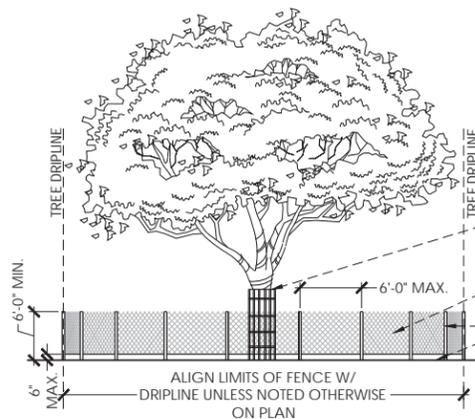
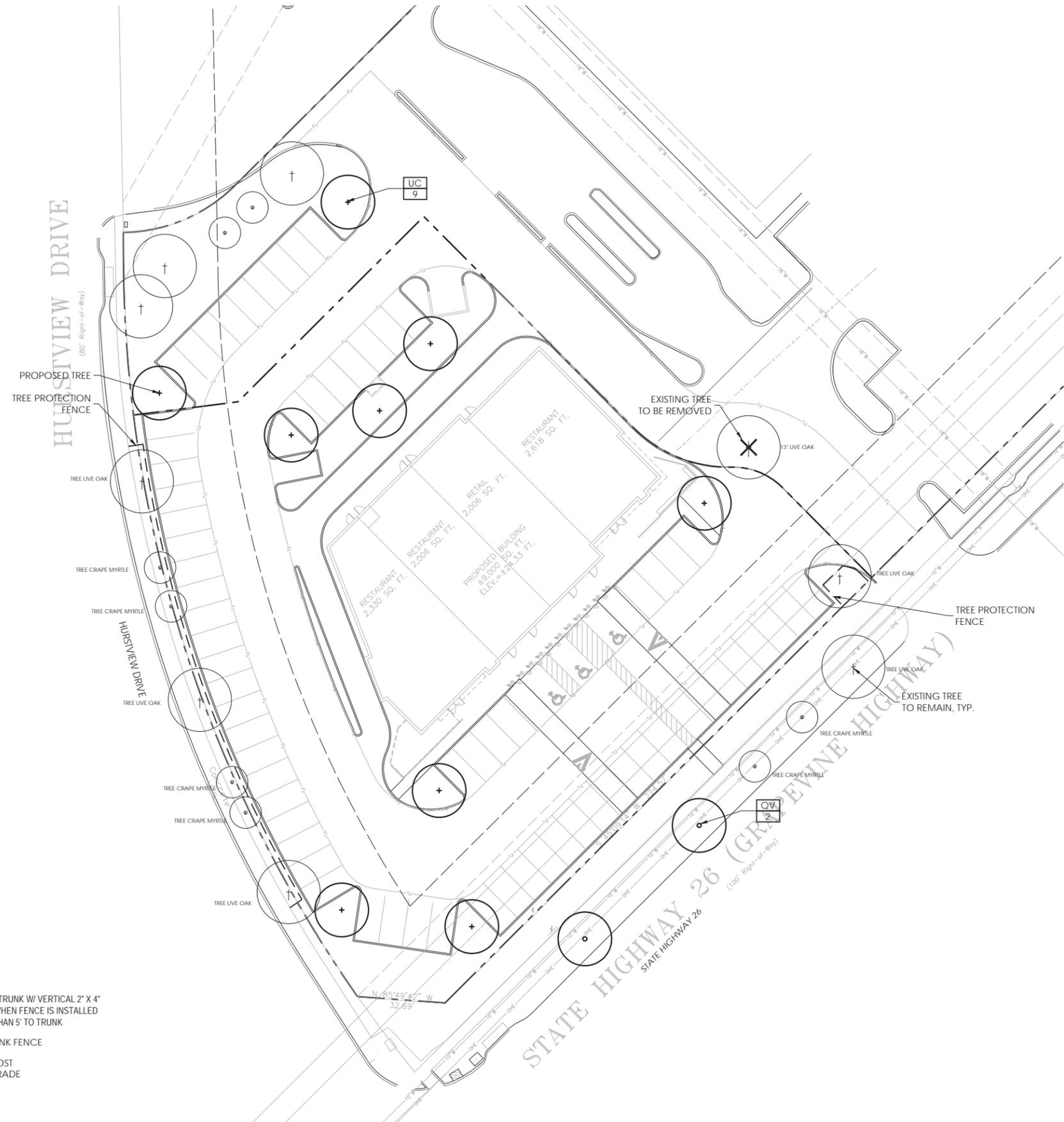
QUANT.	SYM.	BOTANICAL NAME/ COMMON NAME	MIN. CAL.	MIN. HEIGHT	MIN. SPREAD	CONTAINER/ ROOTBALL	SPACING	REMARKS
2	OV	QUERCUS VIRGINIANA/ LIVE OAK	4"	13'	6'	100 GAL.	PER PLAN	SINGLE STRAIGHT TRUNK, FULL CANOPY, MATCHED
8	UC	ULMUS CRASSIFOLIUS/ CEDAR ELM	4"	13'	6'	100 GAL.	PER PLAN	SINGLE STRAIGHT TRUNK, FULL CANOPY, MATCHED

CITY OF HURST, TEXAS ORDINANCE NO. 1769 - TREE MITIGATION  
 EXISTING PROTECTED TREES (3 INCH CAL. OR LARGER) TO BE REMOVED: 13 INCHES  
 MITIGATION REQUIRED: 13 INCHES  
 MITIGATION PROVIDED: 14 INCHES\*

\*9 PROPOSED TREES @ 4 INCH CAL. (ONLY 3 INCH CAL. TO MEET LANDSCAPE REQUIREMENTS)  
 9' + (1) 4 INCH CAL. TREE = 13 INCHES

### EXISTING TREE LEGEND

- TREE TO REMAIN
- TREE TO BE REMOVED



**B** TREE PROTECTION FENCE  
ELEVATION

NOT TO SCALE

**A** SITE  
PLAN

SCALE: 1" = 20'-0"



## NORWOOD NORTH RETAIL

BANK OUTPARCEL  
 HURST, TEXAS

ISSUE:

07.26.16 | PERMIT

REVISIONS:

NO.	DATE	DESCRIPTION

## TREE PRESERVATION PLAN

L1.2

TRACT A1A, BLOCK 1  
 NORWOOD NORTH ADDITION  
 CITY OF HURST, TARRANT COUNTY, TEXAS  
 CABINET A, SLIDE 1354  
 P.R.T.C.T.

OWNER/APPLICANT:  
 HERMANSEN LAND DEVELOPMENT, INC.  
 5944 LUTHER LANE, SUITE 725  
 DALLAS, TEXAS 75225  
 T: 214.373.4202 x 23  
 F: 214.373.0737  
 CONTACT: MICHAEL HERRERA

# EXHIBIT D

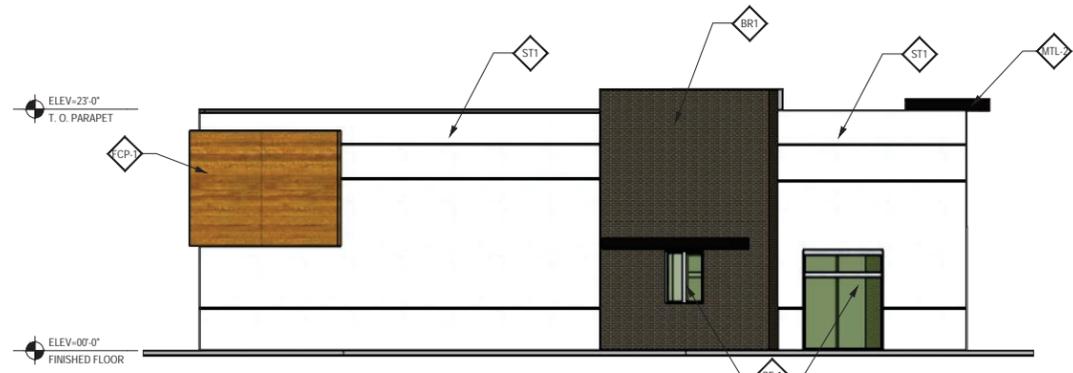


**02 RIGHT ELEVATION**  
1/8"=1'-0"

BRICK	1,058 S.F.	61 %
STOREFRONT	309 S.F.	18 %
METAL CANOPY	26 S.F.	2 %
METAL PANELS	67 S.F.	4 %
FCP	262 S.F.	15 %
TOTAL AREA	1,722 S.F.	100.0 %

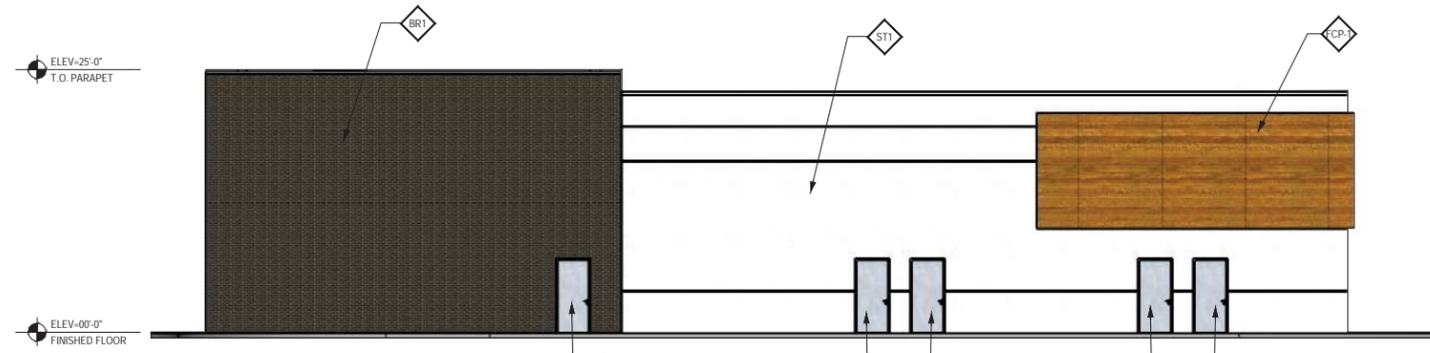
**01 FRONT ELEVATION**  
1/8"=1'-0"

BRICK	301 S.F.	9 %
STOREFRONT	1,253 S.F.	37 %
STUCCO	740 S.F.	22 %
METAL CANOPY	131 S.F.	4 %
METAL PANELS	351 S.F.	10 %
FCP	605 S.F.	18 %
TOTAL AREA	3,381 S.F.	100.0 %



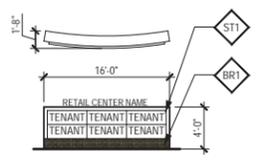
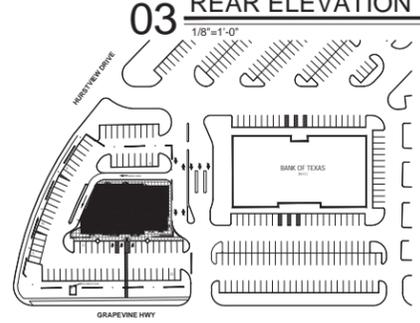
**04 LEFT ELEVATION**  
1/8"=1'-0"

BRICK	424 S.F.	23 %
STUCCO	1,158 S.F.	62 %
STOREFRONT	94 S.F.	5 %
METAL CANOPY	22 S.F.	1 %
FCP	172 S.F.	9 %
TOTAL AREA	1,870 S.F.	100.0 %

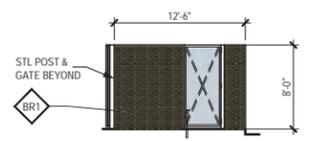


**03 REAR ELEVATION**  
1/8"=1'-0"

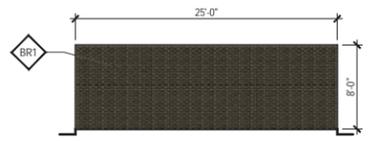
BRICK	977 S.F.	37 %
STUCCO	1,184 S.F.	45 %
DOORS	119 S.F.	5 %
FCP	337 S.F.	13 %
TOTAL AREA	2,617 S.F.	100.0 %



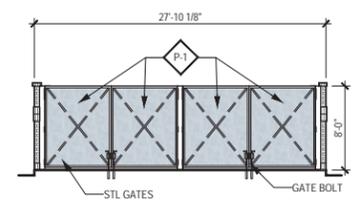
**08 CURVED MONUMENT SIGN**  
1/8" = 1'-0"



**08 DUMPSTER ENCLOSURE**  
1/8" = 1'-0"



**07 DUMPSTER ENCLOSURE**  
1/8" = 1'-0"



**06 DUMPSTER ENCLOSURE**  
1/8" = 1'-0"

**05 SITE PLAN**  
N.T.S.

<p><b>APPLICANT:</b> KIRK HERMANSEN HERMANSEN LAND DEVELOPMENT 5944 LUTHER LANE, SUITE 725 DALLAS, TX 75225 214-373-4202</p>	<p><b>SURVEYOR:</b> HP CIVIL ENGINEERING 5339 ALPHA RD. SUITE 300 DALLAS, TX 75240 972-701-9636</p>	<p><b>ARCHITECT:</b> LANCE ROSE NCA PARTNERS 5646 MILTON SUITE 610 DALLAS, TX 75206 214-361-9901</p>	<p><b>OWNER:</b> KIRK HERMANSEN HERMANSEN LAND DEVELOPMENT 5944 LUTHER LANE, SUITE 725 DALLAS, TX 75225 214-373-4202</p>	<p><b>MATERIAL - COLOR, MANUFAC.:</b> BR1 BRICK -- GRAY -- FCP-1 FIBER CEMENT PANEL --VINTAGE WOOD CEDAR-- NICHIIA ST1 STUCCO VENEER -- WHITE -- MTL-1 CORRUGATED METAL PANEL -- GRAY -- MTL-2 METAL CANOPY -- DARK BRONZE -- SF-1 ANODIZED ALUMINUM STOREFRONT -- CLEAR -- P-1 PAINT -- ARGOS -- SHERWIN WILLIAMS 7065</p>
--	---	--	--	---

**NCA Partners**  
ARCHITECTURE

5646 MILTON ST.  
SUITE 610  
DALLAS, TX 75206  
214.361.9901  
214.361.9906 FAX  
ncapartners.com

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**HURST RETAIL**  
BANK OUTPARCEL  
HURST, TEXAS

DATE	DESCRIPTION
06-30-2016	CITY SUBMITTAL
07-26-2016	CITY RE-SUBMITTAL

PRELIMINARY  
THIS DOCUMENT SHALL NOT BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION. RELEASED UNDER THE AUTHORITY OF NICHOLAS K. CADE, TBAE LICENSE #9301

NCA JOB #: 16012

FACADE CALCULATIONS

A300

City Council Staff Report

<p>SUBJECT: Z-16-03 Public Storage, a zoning change from GB-PD to OC-PD with a concept plan on a portion of Lot 3, Block 1, Crestview Highway 26 Addition, being 3.49 acres located at 759 Grapevine Highway</p>	
<p>Supporting Documents:</p>	
<p>Ordinance 2336</p>	<p>Meeting Date: 10/11/2016                  Department: Development                  Reviewed by: Steve Bowden                  City Manager Review:</p>
<p>Background/Analysis:</p>	
<p>An application has been made by Masterplan Consultants, on behalf of Public Storage, for a zoning change from GB-PD to OC-PD with a concept plan on a portion of Lot 3, Block 1, Crestview Highway 26 Addition, being 3.49 acres located at 759 Grapevine Highway.</p> <p>The applicant is requesting the zoning change in order to expand the Public Storage site by adding a three-story climate controlled storage facility.</p> <p>This property was site plan approved as a portion of the Crestview development, in 2014, as a retail building shell. Crestview Realty, LLC, has not been successful in developing this property because the lot has limited visibility from Grapevine Highway.</p> <p>The proposed building would contain all climate controlled storage units accessed through interior corridors. The structure would have masonry exteriors without the series of drive-up doors found in conventional storage units. The proposed building would contain approximately 134,000 square feet of floor area and three (3) stories, but will not exceed 35 ft. in height.</p> <p>There would be no outside storage permitted on the site. Customers would access the units from the north side of the building. Security and non-ambient lighting would be provided on the building. There would be no signage on the southern side of the building. All access would be through the existing Public Storage driveway and the Crestview development.</p> <p>If the zoning change is approved a detailed site plan and plat will be submitted at a later date, and another public hearing will be held.</p>	

Funding and Sources:

There is no fiscal impact.

Recommendation:

The Planning and Zoning Commission met on Monday, September 19, 2016, and voted to recommend approval of Z-16-03 Public Storage.

ORDINANCE 2336

AN ORDINANCE ADOPTING A ZONING CHANGE FROM GB-PD to OC-PD FOR A PORTION OF LOT 3, BLOCK 1, CRESTVIEW HIGHWAY 26 ADDITION, BEING 3.49 ACRES LOCATED AT 759 GRAPEVINE HIGHWAY, Z-16-03

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

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

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

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

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

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

Section 1. THAT the Comprehensive Zoning Ordinance of the City of Hurst is hereby amended by adopting a zoning change from GB-PD to OC-PD with a concept plan with Exhibits "A-B" on a portion of Lot 3, Block 1, Crestview Highway 26 Addition, being 3.49 acres located at 759 Grapevine Highway.

AND IT IS SO ORDERED.

Passed on the first reading on the 27<sup>th</sup> day of September 2016 by a vote of 6 to 0.

Approved on the second reading on the 11<sup>th</sup> day of October 2016 by a vote of \_\_\_\_  
to \_\_\_\_.

ATTEST:

CITY OF HURST

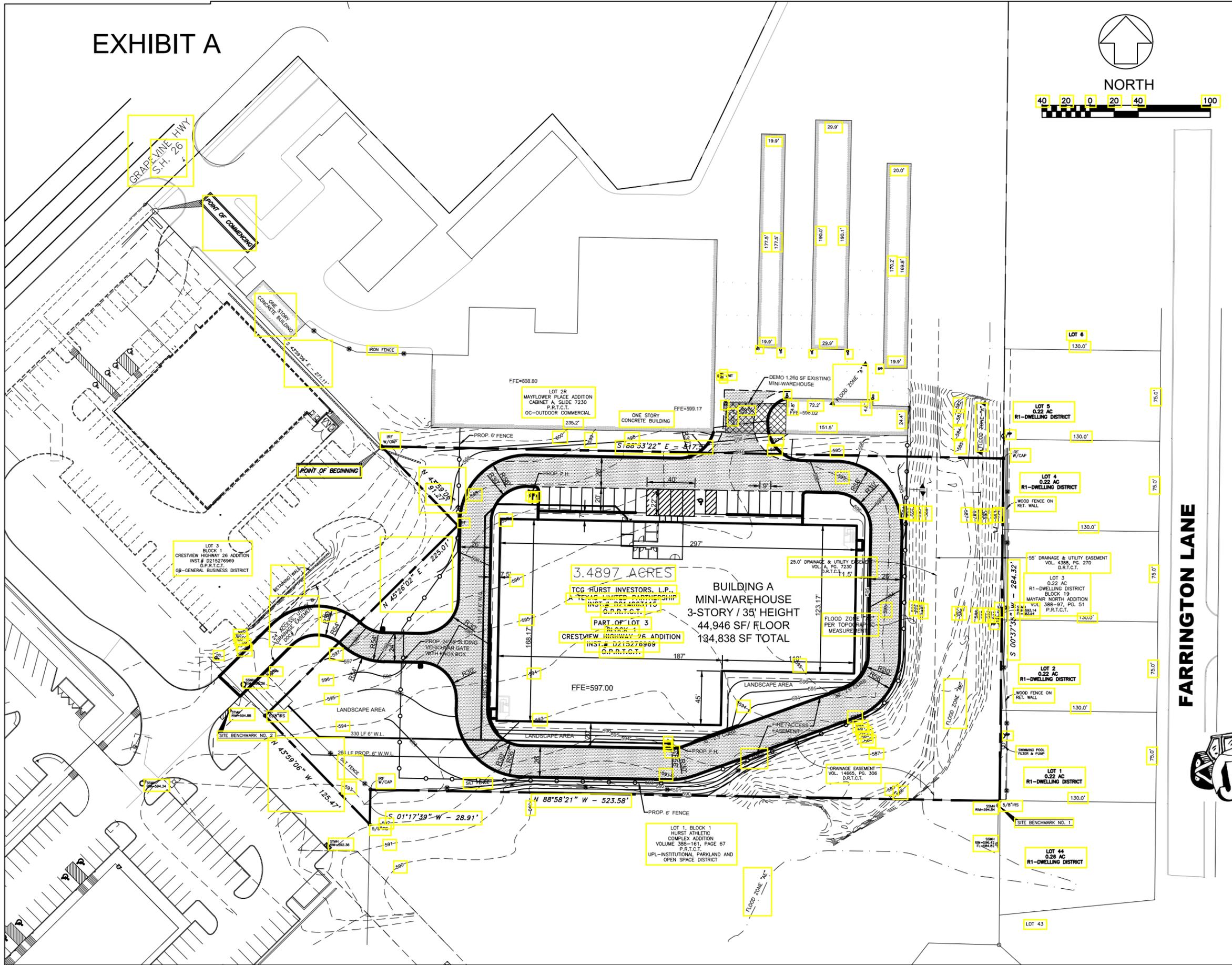
\_\_\_\_\_  
Rita Frick, City Secretary

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

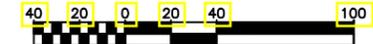
Approved as to form and legality:

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

# EXHIBIT A



NORTH

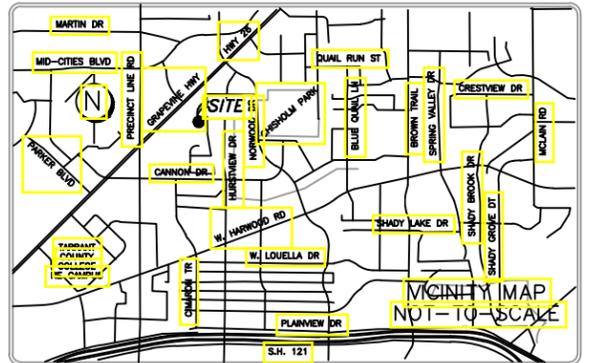


## SITE DATA SUMMARY TABLE

<b>EXISTING ZONING</b>	GB - General Business District	
<b>LOT AREA</b>	3.4897 ACRES / 152,012 SF	
<b>BUILDING HEIGHT</b>	3-STORY / 35' HEIGHT	
<b>MINI-WAREHOUSE</b>	134,838 S.F.	
<b>LOT COVERAGE:</b>	44,946 SF / 30%	
<b>FLOOR AREA RATIO</b>	0.89:1	
<b>IMPERVIOUS COVER:</b>		
<b>BUILDING COVERAGE</b>	44,946 SF	30% (30% ALLOWED)
<b>PAVING</b>	36,374 SF	24%
<b>TOTAL</b>	81,320 SF	53%
<b>PARKING REQUIREMENTS:</b>		
<b>MINI-WAREHOUSE SPACES REQUIRED (1:20 UNITS)</b>	47 SPACES	
<b>TOTAL PARKING PROVIDED</b>	19 SPACES (1 HC)	
<b>ADDITIONAL PARKING PROVIDED ON ADJOINING PROPERTY</b>		
<b>LOADING REQUIREMENTS:</b>		
<b>LOADING REQUIRED (100,001-160,000)</b>	4 SPACES	
<b>LOADING PROPOSED</b>	4 SPACES	
<b>CUSTOMER LOADING SPACES SHOWN AT 12'x22'</b>		
<b>ADDITIONAL LOADING PROVIDED ON ADJOINING PROPERTY</b>		
<b>LANDSCAPE AREA REQUIRED (7% SITE)</b>	10,641 S.F.	
<b>LANDSCAPE AREA PROVIDED (47% SITE)</b>	70,692 S.F.	

### LEGEND:

- PROPOSED FIRELANE
- ⊕ = PROPOSED FIRE HYDRANT
- w — = PROPOSED WATER LINE
- SS — = PROPOSED SEWER LINE
- — = PROPOSED FENCE WITH VEHICULAR AND FIRE ACCESS GATES



FARRINGTON LANE

**OWNER:**  
TCG HURST INVESTORS, L.P.  
15150 PRESTON ROAD  
DALLAS, TX 75248  
CONTACT: GREG STOGNER

**ENGINEER / APPLICANT:**  
JAB ENGINEERING, LLC. (F-14076)  
4500 WILLIAMS DRIVE, STE. 212-121  
GEORGETOWN, TX 78633  
512-779-7414  
CONTACT: JOSHUA A. BARAN



### SITE PLAN

FOR  
STORAGE - HURST, TX (HWY 26)  
3.4897 ACRES BEING PART OF LOT 3, BLOCK 1  
CRESTVIEW HIGHWAY 26 ADDITION  
CITY OF HURST, TARRANT COUNTY, TEXAS

CITY PROJECT NO. Z-16-03  
PREPARED 08/22/2016



View from Northwest Looking Southeast



View from Southeast Looking Northwest



701 Western Avenue  
Glendale, CA 91201

## Public Storage Expansion Hurst, Texas

**Public Storage, Inc.**



5310 HARVEST HILL ROAD SUITE 136  
DALLAS, TEXAS 75230  
972-788-1010 FAX 972-788-1024

City Council Staff Report

SUBJECT: Consideration of Ordinance 2337 of the City of Hurst, Texas, setting forth registration requirements and credit extension guidelines for credit access businesses and providing a penalty	
Supporting Documents:	
Ordinance 2337	Meeting Date: 10/11/2016 Department: Economic Development Reviewed by: Steve Bowden City Manager Review:
Background/Analysis:	
<p>Hurst, Euless, and Bedford have worked together to join a number of Texas cities that have adopted ordinances aimed at ending the cycle of debt, and helping borrowers to be successful in paying back their loans. The three cities are recommending ordinances with language that mirrors what Texas Municipal League recommends and other Texas cities adopted. The Ordinance requires that these businesses must register with the City, must maintain accessible records for three years, and sets parameters for the amount that can be borrowed. It also sets limits and rules on refinancing or renewals. Ideally, the three cities will implement the new Ordinance at the same time.</p>	
Funding and Sources:	
There is no fiscal impact.	
Recommendation:	
Staff recommends that City Council approve Ordinance 2337 setting forth registration requirements and credit extension guidelines for credit access businesses and providing a penalty.	

## ORDINANCE 2337

### **AN ORDINANCE OF THE CITY OF HURST, TEXAS SETTING FORTH REGISTRATION REQUIRMENTS AND CREDIT EXTENSION GUIDELINES FOR CREDIT ACCESS BUSINESSES AND PROVIDING A PENALTY.**

**WHEREAS**, certain credit access businesses engage in abusive and predatory lending practices, offering easy money to those members of our community who are in a tight spot with onerous terms and fees; and

**WHEREAS**, the practices of certain access businesses cause members of our community to become trapped in a cycle of short term, high interest loans resulting in large debt and huge payments; and

**WHEREAS**, the Pew Charitable Trusts, in their publication entitled *Payday Lending in America: Who Borrows, Where they Borrow, and Why*, (July 2012), wrote that “payday loans are sold as two-week credit products that provide fast cash, but borrowers are actually indebted for an average of five months per year.” The report further noted that “on average, a borrower takes out eight loans of \$375 each per year and spends \$520 on interest;” and

**WHEREAS**, the Pew Charitable Trusts, in their publication entitled *Payday Lending in America: Who Borrows, Where they Borrow, and Why*, (July 2012), also noted: “How much borrowers spend on loans depends heavily on the fees permitted by their state. The same \$500 storefront loan would generally cost about \$55 in Florida, \$75 in Nebraska, \$87.50 in Alabama, and \$100 in Texas, even if it were provided by the same national company in all those states. Previous research has found that lenders tend to charge the maximum permitted in a state;” and

**WHEREAS**, the Pew Charitable Trusts, in their publication entitled *Payday Lending in America: Who Borrows, Where they Borrow, and Why*, (July 2012), also stated that “the vast majority of borrowers use the loans on a long-term basis, not temporary one. Thus it seems that the payday loan industry is selling a product few people use as designed and that imposes debt that is consistently more costly and longer lasting than advertised;” and

**WHEREAS**, the Community Financial Services Association of America (CFSA), the national trade association for companies that offer small dollar, short-term loans or payday advances includes the following in the “Member Best Practices” as listed on its Internet site (<http://cfsaa.com/cfsa-member-best-practices.aspx>): “Members shall not allow customers to rollover a payday advance (the extension of an outstanding advance by payment of only a fee) unless expressly authorized by state law, but in such cases where authorized will limit rollovers to four or the state limit, whichever is less.” The need for consumer understanding was also outlined on this website: “A contract between a member and the customer must fully outline the terms of the payday advance

transaction. Members agree to disclose the cost of the service fee both as a dollar amount and as an annual percentage rate (“APR”);” and

**WHEREAS**, the Center for Responsible Lending, a non-profit, non-partisan organization, states on its internet site (<http://www.responsiblelending.org/other-consumer-loans/tools-resources/fast-facts.html>) that: “car title loans are based on the value of a borrower’s car - the ability to repay the loans is not factor in the lending decision...”; “loan rates for a car title are typically 20-30 times that of rates charged by credit card issuers...”; “the average car title customer renews their loan 8 times...”; and, “on a \$500 title loan, this average customer will pay back \$650 in interest over eight months; the principal borrowed will be in addition;” and

**WHEREAS**, lenders hold onto the motor vehicle title and when borrowers cannot continue to pay the fees, they can lose their vehicles, which can drastically affect the borrower’s means of transportation for work and other essential household functions.

**WHEREAS**, the City Council of the City of Hurst, Texas hereby finds and determines that the regulation of credit access businesses as set forth herein is in the best interest of the public and is in furtherance of the public health, safety, morals, and general welfare.

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

**Section 1.** That all matters stated in the preamble are hereby found to be true and correct and are incorporated herein by reference as if copied in their entirety.

**Section 2. Chapter 12, Article VII - CREDIT ACCESS BUSINESSES**

**12-221- Short Title and Purpose.**

(a) This article may be known and cited as “Credit Access Businesses Regulation.”

(b) The purpose of this article is to protect the welfare of the citizens of the City of Hurst by monitoring credit access businesses in an effort to reduce abusive and predatory lending practices. To this end, this article establishes a registration program for credit access businesses, imposes restrictions on extensions of consumer credit made by credit access businesses, and imposes recordkeeping requirements on credit access businesses.

**12-222- Definitions.**

As used in this chapter:

- (1) **CERTIFICATE OF REGISTRATION** means a certificate of registration issued by the director under this article to the owner or operator of a credit access business.

- (2) CONSUMER means an individual who is solicited to purchase or who purchases the services of a credit access business.
- (3) CONSUMER'S LANGUAGE OF PREFERENCE is the language the consumer understands best.
- (4) CREDIT ACCESS BUSINESS has the meaning given that term in Section 393.601 of the Texas Finance Code, or successor section.
- (5) DEFERRED PRESENTMENT TRANSACTION has the meaning given that term in Section 393.601 of the Texas Finance Code, or successor section.
- (6) DIRECTOR means the City Manager or Designee directed to enforce and administer this chapter.
- (7) EXTENSION OF CONSUMER CREDIT has the meaning given that term in Section 393.001 of the Texas Finance Code, or successor section.
- (8) MOTOR VEHICLE TITLE LOAN has the meaning given that term in Section 393.601 of the Texas Finance Code, or successor section.
- (9) PERSON means any individual, corporation, organization, partnership, association, financial institution, or any other legal entity.
- (10) REGISTRANT means a person issued a certificate of registration for a credit access business under this chapter and includes all owners and operators of the credit access business identified in the registration application filed under this chapter.
- (11) STATE LICENSE means a license to operate a credit access business issued by the Texas Consumer Credit Commissioner under Chapter 393, Subchapter G of the Texas Finance Code, or successor section.

### **12-223- Violations; Penalty**

- (a) A person who violates a provision of this chapter, or who fails to perform an act required of the person by this chapter, commits an offense. A person commits a separate offense for each and every violation relating to an extension of consumer credit, and for each day during which a violation is committed, permitted, or continued.
- (b) An offense under this chapter is punishable by a fine of not more than \$500.
- (c) A culpable mental state is not required for the commission of an offense under this Article VII of Chapter 12 of the Hurst Code of City Ordinances and need not be proved.

(d) The penalties provided for in Subsection (b) are in addition to any other remedies that the city may have under city ordinances and state law.

#### **12-224- Defenses**

It is an affirmative defense to prosecution under this article that at the time of the alleged offense the person was not required to be licensed by the state as a credit access business under Chapter 393, Subchapter G, of the Texas Finance Code.

#### **12-225- Registration Required**

(a) A person commits an offense if the person acts, operates, or conducts businesses as a credit access business without a valid certificate of registration.

(b) A certificate of registration is required for each physically separate credit access business.

#### **12-226- Registration Application**

(a) To obtain a certificate of registration for a credit access business, a person must submit an application on a form provided for that purpose to the director. The application must contain the following:

(1) The name, street address, mailing address, facsimile number, email address and telephone number of the applicant.

(2) The business or trade name, street address, mailing address, facsimile number, email and website address and telephone number of the credit access business.

(3) The names, street addresses, mailing addresses, email addresses and telephone numbers of all owners of the credit access business, and the nature and extent of each person's interest in the credit access business.

(4) A copy of a current, valid state license held by the credit access business pursuant to Chapter 393, Subchapter G of the Texas Finance Code.

(5) A copy of a current, valid certificate of occupancy showing that the credit access business is in compliance with the City of Hurst Code.

(6) A non-refundable application fee of twenty-five dollars (\$25.00).

(b) An applicant or registrant shall notify the director within 45 calendar days after any material change in the information contained in the application for a certificate of registration, including, but not limited to, any change of address, including email and

website addresses and telephone number(s) and any change in the status of the state license held by the applicant or registrant.

**12-227- Issuance and Display of Certificate of Registration; Presentment upon Request.**

(a) The director shall not issue to the applicant a certificate of registration until a completed application under Section 12-226 is received and approved.

(b) A certificate of registration issued under this section must be conspicuously displayed to the public in the credit access business. The certificate of registration must be presented upon request to the director or any peace officer for examination.

(c) Denial of Application or Revocation of Registration.

(1) An application may be denied for failure to comply with the requirements of this Article, city ordinances or state or federal law.

(2) A registration may be revoked for failure to comply with the requirements of this Article, city ordinances or state or federal law.

(3) Appeal. The denial of an application or the revocation of registration may be appealed to the City Manager.

**12-228- Expiration and Renewal of Certificate of Registration.**

(a) A certificate of registration expires on the earliest of:

(1) One year after the date of issuance; or

(2) The date of revocation, suspension, surrender, expiration without renewal, or other termination of the registrant's state license.

(b) A certificate of registration may be renewed by making application in accordance with Section 12-226. A registrant shall apply for renewal at least thirty (30) days before the expiration of the registration.

**12-229- Non-transferability.**

A certificate of registration for a credit access business is not transferable.

**12-230- Maintenance of Records.**

(a) A credit access business shall maintain a complete set of records of all extensions of consumer credit arranged or obtained by the credit access business, which must include the following information:

(1) The name and address of the consumer.

- (2) The principal amount of cash actually advanced.
  - (3) The length of the extension of consumer credit, including the number of installments and renewals.
  - (4) The fees charged by the credit access business to arrange or obtain an extension of consumer credit; and
  - (5) The documentation used to establish a consumer's income under Section 12-230 of this ordinance.
  - (6) If applicable, the documentation described in Section 12-232 for persons unable to read an agreement or extension.
- (b) A credit access business shall maintain a copy of each written agreement between the credit access business and a consumer evidencing an extension of a consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer).
- (c) A credit access business shall maintain copies of all quarterly reports filed with the Texas Consumer Credit Commissioner under Section 393.627 of the Texas Finance Code.
- (d) The records required to be maintained by a credit access business under this section must be retained for at least three years.
- (e) The records required to be maintained by a credit access business under this section must be made immediately available for inspection by the city upon request during the usual and customary business hours of the credit access business.

#### **12-231- Restriction on Extension of Consumer Credit.**

- (a) The cash advanced under an extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining in the form of a deferred presentment transaction may not exceed twenty percent (20%) of the consumer's gross monthly income.
- (b) The cash advanced under an extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining in the form of a motor vehicle title loan may not exceed the lesser of:
- (1) Three percent (3%) of the consumer's gross annual income; or
  - (2) seventy percent (70%) of the current retail value of the motor vehicle.
- (c) A credit access business shall use a paycheck or other documentation establishing income to determine a consumer's income.

(d) An extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining and that provides for repayment in installments may not be payable in more than four installments. Proceeds from each installment must be used to repay at least twenty-five percent (25%) of the principal amount of the extension of consumer credit. An extension of consumer credit that provides for repayment in installments may not be refinanced or renewed.

(e) An extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining and that provides for a single lump sum repayment may not be refinanced or renewed more than three (3) times. Proceeds from each refinancing or renewal must be used to repay at least twenty-five percent (25%) of the principal amount of the original extension of consumer credit.

(f) For purposes of this section, an extension of consumer credit that is made to a consumer within seven (7) days after a previous extension of consumer credit has been paid by the consumer will constitute a refinancing or renewal.

#### **12-232- Requirement of Consumer Understanding of Agreement.**

(a) Every agreement between the credit access business and a consumer evidencing an extension of consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer), must be written in the consumer's language of preference. Every credit access business location must maintain on its premises, to be available for use by consumers, agreements in the English and Spanish languages.

(b) For every consumer who cannot read, every agreement between the credit access business and a consumer evidencing an extension of consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer) must be read to the consumer in its entirety in the consumer's language of preference, prior to the consumer's signature.

(c) For every consumer who cannot read, every disclosure and notice required by law must be read to the consumers in its entirety in the consumer's language of preference, prior to the consumer's signature.

#### **12-233- Referral to Consumer Credit Counseling.**

A credit access business shall provide a form, to be prescribed by the Director, to each consumer seeking assistance in obtaining an extension of consumer credit which references non-profit agencies that provide financial education and training programs and agencies with cash assistance programs. The form will also contain information regarding extensions of consumer credit, and must include the information required by 12-230(a)(1)-(5) of this ordinance specific to the loan agreement with the consumer. If the Director has prescribed a form in the consumer's language of preference, the form must be provided in the consumer's language of preference.

**Section 12-234 through 12-245 Reserved**

**Section 3.** Should any article, section, part, paragraph, sentence, phrase, clause, or word of this ordinance, for any reason be held illegal, inoperative, or invalid, or if any exception to or limitation upon any general provision herein contained be held to be unconstitutional or invalid or ineffective, the remainder shall, nevertheless, stand effective and valid as if it had been enacted and ordained without the portion held to be illegal, inoperative, unconstitutional, invalid, or ineffective.

**Section 4.** Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Five Hundred Dollars (\$500.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

**Section 5.** This ordinance shall become effective and shall be in full force and effect beginning January 1, 2017, from and after the final date of passage and adoption by the City Council of the City of Hurst, Texas and following publication as provided by law.

**AND IT IS SO ORDERED.**

PASSED on the first reading on the 27<sup>th</sup> day of September 2016 by a vote of 6 to 0.

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:

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

City Council Staff Report

<p>SUBJECT: Consider authorizing the city manager to renew an Interlocal Agreement with Tarrant County for funding of the Pipeline Road Project, Phases 2, 3, and 4</p>	
<p>Supporting Documents:</p>	
<p>Interlocal Agreement</p>	<p>Meeting Date: 10/11/2016                  Department: Public Works                  Reviewed by: Greg Dickens                  City Manager Review:</p>
<p>Background/Analysis:</p>	
<p>The City has an ongoing 50% matching grant from Tarrant County for the construction of Pipeline Road from Billie Ruth to Brown Trail. The first phase, Phase 1 of 4, from Billie Ruth through the intersection of Precinct Line Road, is complete. Tarrant County's participation in Phase 1 construction was \$1,344,401.62. The second phase, Phase 2 of 4, is from Precinct Line Road to the Lorean Branch Channel Bridge. Tarrant County funding for Phase 2 construction of this project is in the amount of \$2,500,000. The total amount of the grant from Tarrant County for all four phases is \$5,540,000.</p>	
<p>Funding and Sources:</p>	
<p>Sufficient funding is available from various water, sewer, drainage, and street bond funds for Phases 2 and 3. Future bond funds will be necessary to fund Phase 4.</p>	
<p>Recommendation:</p>	
<p>Staff recommends that City Council authorize the city manager to renew the Interlocal Agreement for Pipeline Road with Tarrant County.</p>	

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

**BACKGROUND**

1. Tarrant County ("COUNTY") and the City of Hurst ("CITY") entered into an Interlocal Agreement approved by Tarrant County Commissioners Court Order No. 107250, for the cooperative funding of improvements to Pipeline Road ("Project") as described in the 2006 Tarrant County Bond Program.
2. The COUNTY and CITY subsequently renewed that Interlocal Agreement five times for each subsequent fiscal year, the most recent renewal occurring on November 17, 2015, for fiscal year 2016 under Tarrant County Commissioners Court Order No. 121492.
3. The Project is incomplete and the parties desire to renew the Interlocal Agreement for the 2017 Fiscal Year.

Therefore, the COUNTY and CITY agree to the following:

1. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.
2. The COUNTY and the CITY renew the Interlocal Agreement for the COUNTY's 2017 Fiscal Year, with the Interlocal Agreement expiring September 30, 2017, or upon completion of the Project as determined by the COUNTY, whichever occurs sooner.
3. The COUNTY and CITY agree to the revised payment schedules attached to this Seventh Renewal.
3. All terms and conditions of the original Interlocal Agreement and subsequent amendments remain in effect except to the extent modified by this Seventh Renewal.
4. Section IV of Interlocal Agreement is amended as follows:

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

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

COUNTY funding for Phase 2 will not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000).

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

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

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

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

**TARRANT COUNTY  
STATE OF TEXAS**

**CITY**

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

\_\_\_\_\_  
Signature

***APPROVED AS TO FORM:***

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

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

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

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

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

**Certification of Funds Available as follows:**

Fiscal year ending September 30, 2010	\$1,344,401.62
Fiscal year ending September 30, 2011	\$
Fiscal year ending September 30, 2012	\$
Fiscal year ending September 30, 2013	\$
Fiscal year ending September 30, 2014	\$
Fiscal year ending September 30, 2015	\$
Fiscal year ending September 30, 2016	\$
Fiscal year ending September 30, 2017	\$1,000,000

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

Fiscal year ending September 30, 2018	\$1,900,000.00
Fiscal year ending September 30, 2019	\$600,000
Fiscal year ending September 30, 2020	\$695,598.38
	-----
	\$5,540,000

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

## ATTACHMENT A

### Project Information

City: City of Hurst  
Project Name: Pipeline Road Widening

### Proposed Project Schedule

	Start Date	Duration (mo)	End Date *
Design:	-	-	-
ROW Acquisition:	-	-	-
Utility Relocation:	-	-	-
Construction:	Apr-2009	124	Oct-2019

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

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

### Proposed County Payment by Phase

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

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

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2010		\$1,344,401.62	\$	\$
2011	\$	\$	\$	\$
2012	\$	\$	\$	\$
2013	\$	\$	\$	\$
2014	\$	\$	\$	\$
2015	\$	\$	\$	\$
2016	\$	\$	\$	\$
2017	\$	\$500,000	\$500,000	\$500,000
2018	\$500,000	\$700,000	\$200,000	\$200,000
2019	\$200,000	\$200,000	\$	\$695,598.38

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into an Interlocal Agreement with the City of Fort Worth for a Household Hazardous Waste Program	
Supporting Documents:	
Interlocal Agreement	<p>Meeting Date: 10/11/2016</p> <p>Department: Public Works Operations</p> <p>Reviewed by: Greg Dickens</p> <p>City Manager Review:</p>
Background/Analysis:	
<p>The City of Fort Worth has established a Household Hazardous Waste Program that the City of Hurst has participated in since 1997. In this agreement, Hurst residents can take hazardous waste items such as paint, motor oil, etc., to the City of Fort Worth's Environmental Collection Center, located at 6400 Bridge Street near Interstate 30 and Loop 820, at no cost to the resident. The cost to the City of Hurst will be \$47 per household, per trip, for Fiscal Year 2017. This unit price to be charged the City is the same as currently charged.</p> <p>The agreement will be in effect from October 1, 2016 until September 30, 2017. Most of the cities within Tarrant County (44 total) are utilizing this program. Funding is available from the Storm Water Management Streets/Drainage Fund for Fiscal Year 2016-2017, in the amount of \$39,000. This budgeted amount was set up to cover the cost for 829 households using the program.</p>	
Funding and Sources:	
<p>Funds are available in the Storm Water Management Streets/Drainage Fund. Staff will not exceed the budgeted amount of \$ 39,000.00.</p>	
Recommendation:	
<p>Staff recommends the City Council authorize the city manager to enter into an Interlocal Agreement for the Hazardous Waste Program with the City of Fort Worth.</p>	

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S  
ENVIRONMENTAL COLLECTION CENTER  
HOUSEHOLD HAZARDOUS WASTE PROGRAM  
FY2017

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S  
ENVIRONMENTAL COLLECTION CENTER  
HOUSEHOLD HAZARDOUS WASTE PROGRAM

THIS AGREEMENT is entered into by and between the City of Fort Worth, Texas, a home-rule municipal corporation situated in Tarrant, Denton, Parker, and Wise Counties, Texas, hereinafter called "Fort Worth," acting by and through Fernando Costa, its duly authorized Assistant City Manager and the City of Hurst, hereinafter referred to as "Participating City" and located in Tarrant County, Texas acting herein by and through Clay Caruthers its duly authorized City Manager (Title) (Name).

**DELIVERY OF NOTICES**

**Any notices required to be given under this Agreement shall be delivered as follows:**

If to Fort Worth:

Cody Whittenburg, Environmental Program Manager  
Code Compliance – Environmental Management Division  
City of Fort Worth  
1000 Throckmorton  
Fort Worth, Texas 76102

If to Participating City:

Jerry Joslin

Environmental Specialist

2001 Precinct Line Road

Hurst, TX 76054

## OPERATIONAL CONTACTS

### Participating City's Operational Contact Persons:

Designated person is: Jerry Joslin telephone number: 817-788-7217  
Mobile phone number (24-hour) where he/she can be reached: 817-683-5102  
Email Address: jjoslin@hursttx.gov

Alternate person is Gary Van Voorhis telephone number: 817-788-7237  
Mobile phone number (24-hour) where he or she can be reached: 817-975-3382  
Email Address: Gvanvoorhis@hursttx.gov

## VOUCHER UTILIZATION

The Participating City:

DOES wish to use a voucher system for its residents visiting the ECC or a mobile event.

DOES NOT wish to use a voucher system for its residents visiting the ECC or a mobile event.

If a voucher system is used only residents with an official voucher provided by Participating City will be allowed to drop wastes off at the ECC or at mobile events in Participating City. **A copy of the official voucher must be attached to this agreement.**

## INVOICE DELIVERY

**Invoices to Participating City shall be delivered to:**

Jerry Joslin

Name

Environmental Services

Department (if applicable)

2001 Precinct Line Road

Street Address or PO Box

Hurst, TX 76054

City, State, ZIP

jjoslin@hursttx.gov

email address for billing questions and correspondence

Participating City shall notify Fort Worth in writing if the above contact information changes during the term of this Agreement.

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes the formulation of interlocal cooperation agreements between and among local governments; and

WHEREAS, Texas Government Code, §791.011 provides that a local government may contract with another local government to perform governmental functions and services, and §791.003(3)(H) defines waste disposal as a governmental function and service; and

WHEREAS, Texas Government Code, §791.025 provides that a local government may agree with another local government to purchase services; and

WHEREAS, Fort Worth and Participating City desire to enter into an interlocal agreement whereby Fort Worth will purchase the services of a waste disposal/recycling firm or firms and will administer a household hazardous waste collection program; and

WHEREAS, Fort Worth and Participating City mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, also known as the Interlocal Cooperation Act.

NOW THEREFORE, it is agreed as follows:

1.

DEFINITIONS

A. Unless a provision in this Agreement explicitly states otherwise, the following terms and phrases, as used in this Agreement, shall have the meanings hereinafter designated.

Act of God means an act occasioned by the direct, immediate, and exclusive operation of the forces of nature, uncontrolled or uninfluenced by the power of humans and without human intervention.

Bill of Lading lists the contents of the mobile collection unit.

Environmental Collection Center (ECC) means the City of Fort Worth Code Compliance-Environmental Management Division facility located at 6400 Bridge Street, Fort Worth, Texas, which is to be used by Fort Worth for the aggregation of household hazardous wastes that have been brought to the facility by participating cities' households for subsequent recycling, disposal, and/or reuse.

Environmental damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or un-matured, foreseeable or unforeseeable, including without limitation reasonable attorney's fees and disbursements and consultant's fees, any of which are incurred subsequent to the execution of

this Agreement as a result of the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of waste pursuant to this Agreement, or the existence of a violation of environmental requirements pertaining to same, and including without limitation:

- (a) Damages for personal injury and death, or injury to property or natural resources;
- (b) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such wastes or violation of environmental requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or otherwise expended in connection with the existence of such wastes or violations of environmental requirements, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this Agreement or collecting any sums due hereunder; and
- (c) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (b) herein.

Environmental requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- (a) All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of hazardous materials, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, storm water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
- (b) All requirements pertaining to the protection of the health and safety of employees or the public.

Force majeure means decrees of or restraints by a governmental instrumentality other than the Parties, acts of God, work stoppages due to labor disputes or strikes, failure of Fort Worth's contractor(s) to perform pursuant to their agreements with Fort Worth for the conduct of the collection of household hazardous waste, fires, explosions, epidemics, floods, extreme weather, riots, war, rebellion, and sabotage.

Household hazardous waste (HHW) means any solid waste generated in a household by a consumer which, except for the exclusion provided for in 40 CFR § 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261.

Manifest means the uniform hazardous waste manifest form(s) that must accompany shipments of municipal hazardous waste or Class 1 industrial solid waste.

Mobile collection event means a household hazardous waste collection event by Participating City utilizing a mobile collection unit.

Mobile Collection Unit (MCU) means a non-self-propelled vehicle used for the periodic collection of household hazardous waste by Participating City, off-site of the ECC, which is transported to the ECC to dispose of the household hazardous waste collected at the mobile collection event. Mobile Collection Units owned by Fort Worth are designed to hold the hazardous waste of approximately 50 to 75 households.

Participating City means the municipality which has entered into this agreement with the City of Fort Worth.

Participating Entities, when used in the plural, means Fort Worth, Participating City, and all other entities which have entered into interlocal agreements with Fort Worth for the ECC household hazardous waste collection program.

Person means an individual, corporation, organization, government, or governmental subdivision or agency, business trust, partnership, association, or any other legal entity.

Waste has the same meaning as "solid waste" as that term is defined in Texas Health and Safety Code §361.003, and including hazardous substances.

- B. Unless a provision in this Agreement explicitly states otherwise, the following abbreviations, as used in this Agreement, shall have the meanings hereinafter designated.

CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act, its amendments, associated case law, and state counterparts.

CPR - cardiopulmonary resuscitation

DOT - United States Department of Transportation

ECC – Fort Worth Environmental Collection Center

EPA - United States Environmental Protection Agency

HAZCAT - hazardous categorization

HAZWOPER - hazardous waste operations and emergency response and the training, certification, and legal requirements associated therewith

HM - hazardous materials

HHW - household hazardous waste

MCU - Mobile Collection Unit

TCEQ – Texas Commission on Environmental Quality

2.

PURPOSE

The purpose of this interlocal agreement (hereafter “Agreement”) is the provision of services by Fort Worth to Participating City whereby, subject to the terms and conditions specified below, Fort Worth will administer and supervise a regional household hazardous waste collection program, which will be available to households within Participating City as described herein.

3.

TERM

This Agreement shall be effective from October 1, 2016 or the date the last party has signed this Agreement, whichever is later, through September 30, 2017; however, the duties and responsibilities of the Parties for events which occurred during the term of the contract shall survive. If Participating City has mobile collection events scheduled during the months of October through December 2017 and this Agreement has not been renewed by the end of the regular term, this agreement shall be extended on a month to month basis until the mobile collection events have been completed or cancelled by Participating City.

In addition, this agreement may be extended by the duly authorized, mutual, and written agreement of the parties for one (1) additional one-year term.

4.

SERVICES OF FORT WORTH

Fort Worth agrees to perform the following services for Participating City in connection with the ECC household hazardous waste collection program:

- A. Fort Worth will administer a regional household hazardous waste collection program. This program will include the operation of the Environmental Collection Center, which will accept for disposal and/or recycling household hazardous waste from households located within Participating City. Fort Worth shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; wastes from businesses; or any other wastes that Fort Worth has determined are unacceptable. Commercial waste is never accepted by Fort Worth.
- B. Fort Worth will employ or retain personnel to provide the services necessary to perform Fort Worth's obligations in this Agreement.

- C. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste that is collected at the ECC or during mobile collection events.
- D. Fort Worth will, if requested in writing by Participating City, provide Participating City with copies of waste manifests for shipments of waste from the ECC.
- E. Fort Worth will, if requested in writing by Participating City, provide Participating City a monthly report of the Participating City's households who disposed of household hazardous waste at the Environmental Collection Center or a mobile collection event.
- F. Fort Worth will issue a report and an invoice at the end of each quarter detailing the number of Participating City's households that disposed of household hazardous waste at the Environmental Collection Center or at mobile collection events.
- G. Fort Worth will act under this Agreement in accordance with all applicable state and federal laws.
- H. Mobile Collection Events

Participating City may schedule a mobile collection event to be operated by Fort Worth personnel using one of Fort Worth's MCUs or conduct their own mobile collection events using either Participating City's MCU or Fort Worth's Reserve MCU (as available). State regulations require notification to the Texas Commission on Environmental Quality (TCEQ) at least 45 days prior to conducting the event.

1. Fort Worth Operated Events:

If Participating City would like to schedule a mobile collection event with the Fort Worth Mobile Collection Unit, Participating City shall contact the ECC as soon as possible for a list of available dates. The time and location shall be agreeable to both parties. Participating City may schedule one mobile collection event each contract year. Fort Worth will file notification of the event with TCEQ as required by 30 TAC §335.403.

(a) Scheduling Events

Fort Worth will begin scheduling mobile collection events for the 2017 calendar year on January 9, 2017. To ensure proper notification to TCEQ, events must be scheduled at least sixty (60) days ahead of the proposed date. Participating City acknowledges that Fort Worth contracts with other municipalities and that Fort Worth will be accommodating each Participating City's request on a first come first served basis. Therefore, Participating City acknowledges that its chosen date to schedule a mobile collection event may be reserved by another city and Participating City will have to then choose another date. Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein. Only one mobile collection event using Fort Worth staff and equipment per city is entitled under this contract. Additional events may be accommodated if feasible.

(b) Location

If Participating City chooses to hold the Mobile Collection Event on private property, Participating City shall obtain a signed waiver from the owner of the property sixty (60) days prior to the event. The waiver shall be in the form of Exhibit B or similar form approved by Fort Worth. The signed waiver must be sent to Fort Worth sixty (60) days before the Mobile Collection Event. If the signed waiver is not sent to Fort Worth sixty (60) days before the Mobile Collection Event, Fort Worth will not send the Fort Worth Mobile Collection Unit to the event and Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein. All events must be held on an impervious surface.

- (c) At the Mobile Collection Event, Participating City acknowledges and agrees that Fort Worth shall accept household hazardous waste from the first 50 households that show proof of residency at the Mobile Collection Event. After the first 50 households, Fort Worth will determine in its sole discretion how much more waste it can accept for proper transport back to the ECC. If more households arrive at the event than Fort Worth can accept, Participating City will in no event be entitled to any damages or recovery of any costs, except as provided herein.
- (d) Due to limited storage space at the ECC, Participating City acknowledges and agrees that if it requests the Fort Worth Mobile Collection Unit at a mobile collection event, a Participating City's MCU shall not also be at the event.
- (e) Fort Worth, in its sole discretion, will determine whether to send the Fort Worth Mobile Collection Unit to Participating City's Collection Event during adverse weather, the threat of adverse weather, or other hazardous conditions including but not limited to sleet, snow, rain, mist, or hail. In the event Fort Worth determines not to send the Fort Worth Mobile Collection Unit, Fort Worth shall attempt to notify persons listed herein as an "Operational Contact" by the Participating City and shall attempt to send a Fort Worth employee to the Participating City's event to tell any residents that come to dispose of household hazardous waste that the Fort Worth Mobile Collection Unit will not be coming to the event, but the resident can go to the ECC to dispose of the waste. A map with directions to the ECC also will be provided.
- (f) The Participating City agrees to collect collection data at the MCU and provide Fort Worth with a list of total MCU participants and total quantities of wastes listed in an Excel spreadsheet in a template provided by Fort Worth as Exhibit C, within ten (10) days of the mobile collection event. No vouchers, sign-in sheets, or copies of either will be accepted by Fort Worth.

2. Participating City Mobile Collection Unit:

- (a) Fort Worth agrees to accept household hazardous waste from mobile collection events conducted by Participating City using Participating City's MCU in accordance with the terms of this Agreement.

- (b) Fort Worth agrees to restock the items it removes from Participating City's MCU, however, Fort Worth shall only restock items listed in Exhibit "A," attached and incorporated herein as if set forth.

3 Loan of the Reserve Mobile Collection Unit

The reserve MCU is a specially designed and equipped thirty-six (36) foot gooseneck box-trailer and one (1) ton pickup owned by Fort Worth. Participating City may request the loan of Fort Worth's Reserve MCU free of charge for use in a Household Hazardous Waste collection event when available. Participating City may use the Reserve MCU to transport HHW to Fort Worth's ECC or another collection center that may lawfully receive HHW. Participating City shall provide Fort Worth with a written request, facsimile or e-mail, at least sixty (60) days prior to the event date for which the request is made. Fort Worth shall have sole determination whether the Reserve MCU is available for use by Participating City and shall notify Participating City as soon as is reasonably practicable of such decision. Fort Worth shall not participate in nor be responsible for any part of the Participating City's HHW Collection Event unless and except by written mutual agreement.

- (a) Fort Worth shall disclose any known problems the Reserve MCU may have in performing the tasks necessary for the HHW Collection Event. Prior to issuance of the Reserve MCU, a pre-trip inspection for potential maintenance problems will be preformed by Fort Worth. Also, both parties will complete a pre-trip aesthetic assessment. Participating City shall be responsible for all certifications and insurance necessary for the proper operation of the Reserve MCU.
- (b) Participating City agrees to maintain and return the Reserve MCU in as good condition as it was in when Participating City took possession for use. Participating City shall return the Reserve MCU to Fort Worth in a timely manner and as mutually agreed upon.
- (c) Participating City shall be responsible for all property damage, personal injury, or death caused by Participating City's employees, volunteers, contractors, or agents and arising out of the use of the Reserve MCU during the term of this Agreement.
- (d) It is expressly understood and agreed that, in the execution of this Agreement, neither of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement the parties do not intend to create any obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in parties not signatories hereto.

5.

DUTIES OF PARTICIPATING CITY

Participating City agrees to perform the following duties in connection with the household hazardous waste collection program:

- A. Participating City will designate one of its employees, and another as an alternate, to act as its household hazardous waste collection Operational Contact to interact with Fort Worth as designated on the signature page to this contract.
- B. Participating City will coordinate and fund all program advertising targeted to its own citizens, as it deems necessary. Such advertising shall include the type of wastes that will be accepted at the ECC, the requirement of proof of residency, and weather cancellation information.
- C. Participating City shall notify its residents of the ECC hours of operation and dates it is closed as provided in Section 9 "The Environmental Collection Center Hours of Operation."
- D. Participating City may choose to utilize a voucher system for its residents in order for them to bring HHW to the ECC. If Participating City chooses to use such a system, it shall designate so herein and include a copy of the official voucher. In addition, if a citizen from a Participating City that utilizes a voucher system comes to the ECC or a mobile collection event without a voucher, Participating City acknowledges and agrees that Fort Worth will not accept the household hazardous waste until Participating City authorizes the acceptance in writing.
- E. Participating City may submit a written request for a monthly report listing the number of its city's households that have disposed of household hazardous waste at the ECC or a mobile collection event.
- F. Participating City shall provide traffic control and signage for the mobile collection event, and shall provide personnel to assist Fort Worth with the offloading of material, surveys, and screening of persons dropping off household hazardous waste. Prior to the event, the parties shall agree upon the details of the traffic control, signage, and personnel assistance.
- G. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated even if the resident has only one voucher.
- H. Participating City shall provide a means for disposing of solid waste (e.g. boxes, trash, containers) on site during a mobile collection event.
- I. Mobile Collection Events using Participating City's MCU or Reserve MCU
  1. Participating City is responsible for proper notification to TCEQ as required by 30 TAC §335.403.
  2. Participating City shall advise the ECC at least 72 hours in advance of its mobile collection events. Participating City shall collect only HHW during a mobile collection event. Wastes from commercial, agricultural, and industrial sources shall not be accepted. Participating City shall not accept compressed flammable gas containers;

radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; or any other wastes that Fort Worth has determined are unacceptable.

3. In accordance with the latest DOT requirements, Participating City's MCU operators will properly categorize, package, mark, label, and load into the MCU, all wastes received at the mobile collection event. Recyclable products (used oil, used oil filters, latex paint, recyclable anti-freeze, lead-acid batteries, and fluorescent lights) will be segregated into containers for recyclables.
4. After accepting wastes, Participating City's MCU operators shall thoroughly check each container for proper labeling and identification. If a container is properly identified, the material will be segregated according to hazard class and prepared for packaging. If a container does not have adequate labeling to permit identification, the MCU operators shall then attempt to identify the material from its physical characteristics using HAZCAT analysis and from information provided by the household presenting the waste.
5. The Participating City's MCU operators shall package all hazardous materials in accordance with DOT requirements, EPA requirements, and all other applicable federal and state requirements. After all the wastes have been properly identified and segregated, the MCU operators will reexamine the wastes for compatibility, list them on the container content sheets, and pack them into drums. Oil-based paints and latex paints shall be bulked separately in 55-gallon drums, or if the paint is left in its container, the paint can be packed in a lined cubic yard box, and packed and labeled according to federal and state regulations. Participating City shall not transport waste that is not HHW to the ECC. Participating City agrees to make its own arrangements to dispose of any non-HHW waste collected at the event.
6. Prior to transporting the HHW from the collection event site, Participating City's MCU operators shall complete a Bill of Lading, and shall keep the Bill of Lading in the cab of the truck hauling the MCU during transportation of the HHW to the ECC. Participating City shall require that a minimum of one copy of the latest North American Emergency Response Guidebook be kept within the cab of the truck.
7. During transportation, Participating City's MCU operators shall placard the MCU for transportation of hazardous waste in accordance with federal and state law.
8. Upon the return of the MCU to the ECC, Participating City's MCU operators shall follow the instructions of Fort Worth regarding the placement of the MCU for unloading. Fort Worth shall take possession of the MCU from Participating City after the MCU has been properly parked for unloading in accordance with Fort Worth's instructions and all required documents have been delivered to the ECC manager or his/her designee at the ECC. Fort Worth shall, within a reasonable amount of time, unload the HHW from the Participating City's MCU and store the unit at the ECC. After being contacted, Participating City shall pickup their unit within 10 days.

9. If Fort Worth, in its sole discretion, determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth as set forth herein.
10. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs as set forth herein.

6.

USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE

- A. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste, from the ECC.
- B. Such firm(s) shall be required pursuant to the contract(s) to assume generator status for the waste collected, (excluding used oil, lead-acid batteries and antifreeze) to choose a disposal site for the waste subject to Fort Worth's approval, and to indemnify Fort Worth and participating cities against any and all environmental damages and the violation of any and all environmental requirements resulting from the handling, collection, transportation, storage, disposal, treatment, recovery, and/or recycling of waste collected pursuant to this agreement, when said environmental damages or the violation of said environmental requirements was the result of any act or omission of contractor, its officers, agents, employees, or subcontractors, or the joint act or omission of contractor, its officers, agents, employees, or subcontractors and any other person or entity.
- C. **THE PARTIES RECOGNIZE THAT ALTHOUGH THE FIRM (S) WILL BE REQUIRED TO ASSUME GENERATOR STATUS, THIS ASSUMPTION WILL NOT RELIEVE PARTICIPATING CITY OF LIABILITY FOR THE WASTE UNDER FEDERAL LAW AND STATE LAW.** Fort Worth will arrange for recycling vendors for used oil, batteries, antifreeze, and other materials, as it deems appropriate.

7.

REUSE OF COLLECTED MATERIALS

- A. From time-to-time Fort Worth will make available to residents and businesses of Fort Worth, as well as, Participating City residents and businesses of Participating City for their use, collected household hazardous waste materials that are suitable for reuse, such as paint, fertilizer, motor oil, and antifreeze. Fort Worth shall not charge for any materials that are picked up for reuse.
- B. Some materials made available for reuse may have been consolidated and filtered by Fort Worth prior to being made available. Used antifreeze will have been consolidated in a barrel, filtered, and pH balanced, and new antifreeze may have been added to the barrel.
- C. In regards to materials accepted by Participating City, its employees, residents, or any other person **FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES THAT:**

1. the container contents are what the label indicates;
2. the container contents are those originally placed into the container by the manufacturer;
3. the product is of the quality intended for its use;
4. the contents of the container have been stored properly;
5. the instructions on the container label for use, storage, and first aid are current or correct;
6. the container is in unimpaired condition;
7. the product is still approved for use (i.e., it has not been banned or recalled); and
8. the product can be used without risk to persons, property or the environment.

**FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED. PARTICIPATING CITY SHALL NOTIFY RECIPIENTS OF THESE TERMS AND CONDITIONS.**

- D. Participating City shall contact the ECC manager to arrange a pickup time to obtain materials. Participating City agrees that it shall not return to Fort Worth, directly or indirectly, any materials it obtains from Fort Worth under this paragraph.

E. **INDEMNIFICATION REGARDING REUSED OR RECYCLED MATERIALS.**

**1. IN REGARDS TO REUSED OR RECYCLED MATERIALS ACCEPTED BY PARTICIPATING CITY, PARTICIPATING CITY DOES HEREBY WAIVE ALL CLAIMS, INCLUDING PRODUCTS LIABILITY CLAIMS, AND RELEASES, AND HOLDS HARMLESS THE CITY OF FORT WORTH, AND ALL OF ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, EXPENSES OF LITIGATION, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO PERSONS, LOSS OF PROPERTY, DAMAGE TO PROPERTY, OR LOSS OF USE OF ANY PROPERTY , OCCASIONED BY THE TRANSPORTATION, STORAGE, HANDLING, USE, AND DISPOSAL BY PARTICIPATING CITY OF ANY MATERIALS ACCEPTED BY PARTICIPATING CITY UNDER THIS AGREEMENT FROM FORT WORTH.**

2. IF THE PARTICIPATING CITY DOES NOT AGREE TO THE INDEMNIFICATION AND WAIVER IN PARAGRAPH E ABOVE, THEN THE PARTICIPATING CITY SHALL NOT ACCEPT, NOR ALLOW ANY OTHER PERSON TO ACCEPT ANY OF THE REUSED OR RECYCLED MATERIALS AND SHALL NOT BE REQUIRED TO AGREE TO THE WAIVER IN PARAGRAPH E. Initial here to reject term 7.E.1. and accept alternate term 7.E.2. \_\_\_\_\_.

- F. In regards to materials accepted by residents or businesses of Participating Cities, FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES THAT:

1. the container contents are what the label indicates;
2. the container contents are those originally placed into the container by the manufacturer;
3. the product is of the quality intended for its use;
4. the contents of the container have been stored properly;
5. the instructions on the container label for use, storage, and first aid are current or correct;
6. the container is in unimpaired condition;
7. the product is still approved for use (i.e., it has not been banned or recalled); and
8. the product can be used without risk to persons, property or the environment.

**FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED.**

- G. Participating City shall attempt to inform its residents and businesses that if they go to the Environmental Collection Center to pick up household hazardous waste for reuse, a release of liability must be signed to accept the household hazardous waste for reuse.

8.

RIGHT TO REFUSE WASTE

Participating City agrees that Fort Worth shall have the right to refuse to accept waste at the ECC from Participating City or Participating City's resident, if in the reasonable judgment of Fort Worth:

- A. The waste is not household hazardous waste;
- B. The waste fails to meet other established criteria established by this Agreement, or that have been established by Fort Worth subsequent to the execution of the Agreement;
- C. The individual does not have sufficient identification to establish that he/she is in fact a resident of Participating City;
- D. Participating City has implemented a voucher system for its residents to dispose of waste, and the individual does not have a valid voucher; or
- E. The waste or the individual presents a hazard to the ECC or to persons or property at the ECC.

9.

ENVIRONMENTAL COLLECTION CENTER HOURS AND DAYS  
OF OPERATION

A. Hours of Operation

During the term of the Agreement, the ECC's hours of operation are as follows:

Thursday and Friday 11:00 a.m. - 7:00 p.m.

Saturday 9:00 a.m. - 3:00 p.m.

B. Days the Environmental Collection Center will be closed

During the term of the agreement, the ECC will be closed on the following holidays that are observed on days the ECC would otherwise be open to the public:

Thanksgiving holiday, Thursday and Friday, November 24-25, 2016

Christmas holiday, Saturday, December 24, 2016

New Year's holiday, Saturday, December 31, 2016

In addition to the above closures Fort Worth employees may not be available to conduct mobile collection events on other dates to conduct mobile collections within the City of Fort Worth, although the ECC will remain open on those days. The ECC may close due to furlough days or other causes, and the City of Fort Worth does not represent to Participating City that the ECC will be open on any particular days. If additional closures due to any cause are necessary Fort Worth will notify Participating City prior to the closure unless due to an unforeseeable event.

C. Notifying Residents

Participating City agrees to notify its residents of the ECC's hours of operation and dates it will be closed. Participating City also may advertise the 24-hour Environmental Collection Center telephone number: 817-392-5257.

10.  
COMPENSATION

As fair compensation for the services provided by Fort Worth pursuant to this Agreement:

- A. Participating City agrees to pay Fort Worth the sum of **\$47.00** per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated.
- B. If Fort Worth determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth for its staff time at \$20.00 an hour and the cost of supplies.
- C. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill

response and Participating City will reimburse Fort Worth for its response costs for City staff time (\$60.00 per hour) plus the cost of supplies and the actual costs for the spill response and remediation incurred by the City of Fort Worth for third party contractors and responding governmental agencies.

- D. The amount due to Fort Worth for services provided under this Section, Paragraphs A, B, and C, shall be billed to Participating City quarterly. Participating City shall pay Fort Worth within 30 days of receiving a bill from Fort Worth. If Fort Worth does not receive payment within 30 days, Fort Worth shall inform Participating City in writing that it will not accept any household hazardous waste from Participating City's residents and that Fort Worth will not participate in a mobile collection event or provide a mobile collection unit until paid.
- E. At the end of the term of this Agreement, Fort Worth shall provide a final accounting to Participating City, which will include the total number of Participating City's households which participated in the program, repackaging fees, if any, and the total cost of spill response charged to Participating City, if any.
- F. Pursuant to the requirements of Government Code §791.011 (a)(3), the amount due to Fort Worth under Subparagraph D. above shall be paid from revenues currently available to Participating City in the present fiscal year.

11.

ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND PROMOTIONAL MATERIALS  
LICENSE AGREEMENT

Fort Worth is the owner of "**Captain Crud**" and the Cruddies ("**Bloomer**," "**Otto**," "**Pestie**," "**Scrub**," and "**Van Goo**") and the recycling buddies ("**Scrappy**," "**Juggles**," and "**Cana Nana**"), "**Conquer Your Crud**," and "**Crud Cruiser**", and therefore all ownership rights belong to Fort Worth. Fort Worth has registered these marks as service marks with the Secretary of State.

- A. Fort Worth hereby grants to Participating City a non-transferable, non-exclusive license to use all the artwork and promotional materials that may be provided by Fort Worth to be used solely in the conduct of the business of Participating City's disposal and recycling of household hazardous waste programs. If Participating City wishes to use to Licensed Art and/or Promotional Materials in other limited situations, Participating City must first obtain express written consent from Fort Worth.
- B. Fort Worth may provide licensed Artwork and Promotional Materials to Participating City pursuant to the terms of this Agreement. Participating City acknowledges that by virtue of this License, Participating City acquires only the right to use the original and permitted duplicate copies of the Licensed Artwork and Promotional Materials and does not acquire any rights of ownership in the Licensed Artwork and Promotional Materials, which rights shall remain exclusively with Fort Worth. If Participating City wants to modify or change the artwork and/or promotional materials in any manner, Participating City hereby agrees to contact Fort Worth in

writing to obtain written consent before modifying or changing any artwork and/or promotional materials.

12.  
IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, none of the Participating Cities waives, nor shall be hereby deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, and that the services described in this Agreement are a governmental function.

13.  
FORCE MAJEURE

A delay or failure of Fort Worth to perform services pursuant to this Agreement shall be excused to the extent that the delay or failure to perform resulted from a force majeure event, and the delay or failure was beyond the control of Fort Worth and not due to its fault or negligence. Participating City shall not have, and hereby waives, any claim whatever for any damages resulting from delays or failure to perform caused by a force majeure event.

14.  
TERMINATION

The parties shall each have the right to terminate the Agreement for any reason, with or without cause, upon thirty (30) days written notice to the other party. Upon termination, the parties shall be released from all contractual obligations to the other party excluding "USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE" "REUSE OF COLLECTED MATERIALS" and ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND "PROMOTIONAL MATERIALS LICENSE AGREEMENT" and any terms and conditions arising from events occurring during the term of the contract .

15.  
ENTIRETY

This Agreement contains all commitments and Agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein, except that this Agreement can be amended or modified by the parties if such amendment or modification is in writing and signed by Participating City and Fort Worth.

16.  
SEVERABILITY

In the event anyone or more of the provisions contained in this Agreement 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 provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

17.  
VENUE

Should any action, real or asserted, at law or in equity, arise out of the terms and conditions of this Agreement, venue for said action shall be in Tarrant County, Texas.

18.  
AUTHORITY

This Agreement is made for Fort Worth and Participating City as an Interlocal Agreement, pursuant to Texas Government Code, Chapter 791.

19.  
AUTHORIZATION

The undersigned officers and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

CITY OF FORT WORTH

CITY OF Hurst

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Fernando Costa

Printed name: Clay Caruthers

Assistant City Manager

Title: City Manager

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

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

APPROVED AS TO FORM  
AND LEGALITY:

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_

\_\_\_\_\_

Arthur N. Bashor  
Assistant City Attorney

City Attorney

ATTEST:

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Mary J. Kayser  
City Secretary

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Contract Authorization

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Date

ATTEST:

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Rita Frick, City Secretary

Exhibit "A"

**RESTOCKING LIST FOR THE MOBILE COLLECTION UNIT**

<b>Material</b>	<b>Amount Restocked</b>	<b>Special Needs</b>	<b>Remarks</b>
55 gallon open top drums (open top for loose packs)	Amount taken off the trailer		
55 gallon drums (closed top) (oil, antifreeze, bulk flammable materials and one extra)	Amount taken off the trailer		
Fiber drums (55 or 30 gallon) Aerosols, acids, bases and oxidizers)	Amount taken off the trailer		
Gaylord box liners (plastic)	Amount taken off the trailer		
55 gallon drum liners	Amount taken off the trailer		
5 gallon buckets (filters/haz chemicals)	Amount taken off the trailer		
Survey Forms	Amount taken off the trailer		
Labels/drum placard	Amount taken off the trailer		
Gaylord boxes	Amount taken off the trailer		
Absorbent pads	Amount taken off the trailer		
Vermiculite	Amount taken off the trailer		
Oil dry	Amount taken off the trailer		
Promotional Materials & Brochures	Amount needed		

Exhibit "B"

WAIVER AND RELEASE OF LIABILITY FOR COLLECTION OF HOUSEHOLD  
HAZARDOUS WASTE

I being the owner of property located at \_\_\_\_\_  
have been asked by the City of \_\_\_\_\_ to allow a mobile collection event on  
my property to collect household hazardous waste on the \_\_\_\_\_, 20\_\_\_\_. I hereby give my  
permission to the City of \_\_\_\_\_ and the City of Fort Worth, to hold a household  
hazardous waste collection event on my property in which the City of \_\_\_\_\_  
has asked the City of Fort Worth to send its mobile collection unit to collect the household hazardous  
waste that is brought to the event.

**Therefore, I hereby RELEASE, DISCHARGE, HOLD HARMLESS, INDEMNIFY** the City of Fort Worth or its  
officers, agents, and employees and the City of \_\_\_\_\_ and its officers, agents,  
and/or employees for any and all claims, demands, liability, causes of action, actions or suits of any  
character that I may have against the City of Fort Worth or its officers, agents, and/or employees and  
the City of \_\_\_\_\_ or its officers, agents, and/or employees for any property loss  
or damage, for any and all personal injury including death or any other damage of any kind or character  
which may arise or that arises from allowing the City of \_\_\_\_\_ to hold a household  
hazardous waste collection event, in which the City of Fort Worth sends its mobile collection unit on my  
property.

I have read this Waiver and Release and fully understand its terms and conditions. I have not been  
influenced in any extent whatsoever by any representation or statements not contained in this  
Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date



City Council Staff Report

SUBJECT: Consider Ordinance 2338, first reading, an amendment to Hurst Code of Ordinances, Chapter 21, Article II.-Impact Fees, including updated land use assumptions, capital improvement plans, and impact fee levels

Supporting Documents:

Memo from Advisory Committee  
 Ordinance 2338

Meeting Date: 10/11/2016  
 Department: Public Works  
 Reviewed by: Greg Dickens  
 City Manager Review:

Background/Analysis:

The City of Hurst currently assesses water and wastewater impact fees in accordance with Chapter 395 of the Texas Local Government Code (TLGC). An impact fee is a one-time charge or assessment imposed by a city on new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to new development. The TLGC requires the land use assumptions, capital improvements plan, and the impact fee levels assessed and collected be reviewed and updated every five years.

The City of Hurst contracted with Freese and Nichols, Inc., to provide the Fiscal Year 2015-2016 update study, which was provided in the September 27, 2016 City Council agenda packet. The Planning and Zoning Commission serves as the Advisory Committee (AC) and responsible for review of the update study and recommendation to Council concerning the land use assumptions, capital improvements plan, and the impact fee levels assessed and collected. The AC considered the update study at their meeting on September 6, 2016 and their written comments were transmitted to the Mayor and Council on September 19, 2016. A copy of the AC comments are included with this agenda item.

The current balance of City of Hurst impact fees collected through June 30, 2016 is \$730,009 for water and \$695,939 for wastewater.

Funding and Sources:

There is no fiscal impact.

Recommendation:

Staff recommends that City Council approve Ordinance 2338 amending Hurst Code of Ordinances, Chapter 21, Article II.-Impact Fees, including updated land use assumptions, capital improvements plans, and recommended impact fee levels.



## MEMORANDUM

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**To:** Mayor and City Council

**From:** Georgia Kidwell, Chair, Planning and Zoning Commission  
and Impact Fee Advisory Committee

**Date:** September 19, 2016

**Subject:** Advisory Committee's Written Comments on the Land Use Assumptions,  
Capital Improvements Plans, and the Impact Fee Levels for Water and  
Wastewater Impact Fees

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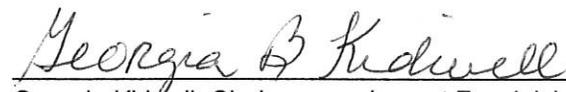
The Advisory Committee has reviewed the 2016 Water and Wastewater Impact Fee Update Study prepared by Freese and Nichols, Inc. In accordance with Chapter 395.056 of the Texas Local Government Code (TLGC), the Advisory Committee offers the following comments on the land use assumptions, capital improvements plan, calculations for the maximum impact fee per service unit, and assessed impact fees.

The land use assumptions are ten year projections of residential and employment population growth rates. The study projects residential population to increase by 1,338 from 2016 to 2026. Employment population for 2016 is estimated at 25,413 with employment projected to be 25,810 in 2026.

The water and wastewater capital improvement plans in the study show the new infrastructure needed to be installed to serve adequately the existing population and the increase in residential and employment population for the ten year period. It also shows that portion of existing facilities that were installed to serve proposed growth during the next ten years. This information is shown in Tables 3-3 & 3-4 in the report.

The maximum impact fees per service unit are obtained by dividing the cost of the capital improvements and facilities expansions by the increase in service units for new development. In order to allow a credit for the portion of ad valorem tax and utility service revenue from new service units, only 50% of the maximum fee is allowed to be charged. The maximum allowable water impact fee per service unit was calculated to be \$605 and the maximum allowable wastewater impact fee per service unit is \$1,331. Currently, the City of Hurst is charging \$587 per service unit for water and \$722 per service unit for wastewater.

The Planning and Zoning Commission acting as the Advisory Committee recommends Council approve the land use assumptions and capital improvements plan shown in the 2016 Water and Wastewater Impact Fee Study. They also recommend the Council accept the new maximum and maximum allowable impact fee levels per service unit shown in the study, but not change the current water and wastewater impact fee per service unit levels being collected.



Georgia Kidwell, Chairperson, Impact Fee Advisory Committee

**ORDINANCE 2338**

**AN ORDINANCE APPROVING AMENDMENTS TO THE HURST LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, AND MODIFICATIONS OF IMPACT FEES BASED ON SUCH PLAN AND AMENDING TABLES 1 AND 2 IN ATTACHMENT "A" ADOPTED BY REFERENCE AS PART OF ARTICLE II OF CHAPTER 21 OF THE HURST CODE OF ORDINANCES**

**WHEREAS**, notices have been published, public hearings held and the written recommendations of the advisory committee received concerning amendments to land use assumptions, the capital improvements plan and the impact fees of the City; and

**WHEREAS**, the City Council finds that the amendments proposed have been formulated in accordance with and meet the requirements of Chapter 395, Texas Local Government Code and should be adopted;

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

Section 1. **THAT** the amended land use assumptions, capital improvements plan and modification of impact fees based on a plan prepared by Freese and Nichols, Inc., dated June 2016 and entitled "2016 Water & Wastewater Impact Fee Study" on file in the office of the City Secretary is hereby approved and amended as the updated City of Hurst land use assumptions plan and capital improvements plan. The maximum allowable impact fee level per service unit is approved at \$605 for water and \$1,331 per wastewater. The level at which the impact fees will be collected per service unit will be \$587 for water and \$722 for wastewater.

Section 2. **THAT** Article II of Chapter 21 of the Hurst Code of Ordinances is hereby amended by replacing Tables 1 and 2 with Tables 1 and 2 as reflected in Attachment "A" hereto.

**AND IT IS SO ORDERED.**

Passed on first reading on the \_ day of 11<sup>th</sup> day of October 2016 by a vote of \_\_\_\_ to \_\_\_\_.

Approved on second reading on the 25<sup>th</sup> day of October 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

## ATTACHMENT “A”

**TABLE 1**  
**Adopted 2016 Water and Wastewater Impact Fee Collection Levels by Meter Size**  
**with Fort Worth Current Impact Fee Collection Levels**

<b>Meter Size</b>	<b>City of Hurst Adopted 2016 Water Impact Fee</b>	<b>City of Fort Worth Current Water Impact Fee</b>	<b>Total Water Impact Fee</b>	<b>City of Hurst Adopted 2016 Wastewater Impact Fee</b>	<b>City of Fort Worth Current Wastewater Impact Fee</b>	<b>Total Wastewater Impact Fee</b>
5/8" or 3/4"	\$587	\$469	\$1,056	\$722	\$452	\$1,174
1"	\$980	\$1,173	\$2,153	\$1,206	\$1,129	\$2,335
1 1/2"	\$1,955	\$2,345	\$4,300	\$2,404	\$2,258	\$4,662
2"	\$3,129	\$3,752	\$6,881	\$3,848	\$3,612	\$7,460
3"	\$5,870	\$10,201	\$16,071	\$7,220	\$9,820	\$17,040
4"	\$9,785	\$17,588	\$27,373	\$12,306	\$16,932	\$29,238
6"	\$19,565	\$37,520	\$57,085	\$24,062	\$36,120	\$60,182
8"	\$46,960	\$65,660	\$112,620	\$57,760	\$63,210	\$120,970
10"	\$74,355	\$98,490	\$172,845	\$91,456	\$94,815	\$186,271

**TABLE 2**  
**Total Maximum Allowable Hurst 2016 Water and Wastewater Impact Fees by Meter Size**

<b>Meter Size</b>	<b>City of Hurst Maximum Allowable 2016 Water Impact Fee</b>			<b>City of Hurst Maximum Allowable 2016 Wastewater Impact Fee</b>		
5/8" or 3/4"	\$605			\$1,331		
1"	\$1,010			\$2,223		
1 1/2"	\$2,015			\$4,432		
2"	\$3,225			\$7,094		
3"	\$6,050			\$13,310		
4"	\$10,085			\$22,188		
6"	\$20,165			\$44,362		
8"	\$48,400			\$106,480		
10"	\$76,635			\$168,598		

City Council Staff Report

<p>SUBJECT: Consider authorizing the city manager to enter into an Agreement for Professional Services, with Catalyst Commercial Inc., to complete a Redevelopment Plan</p>	
<p>Supporting Documents:</p>	
<p>Agreement for Professional Services</p>	<p>Meeting Date: 10/11/2016                  Department: Economic Development                  Reviewed by: Steve Bowden                  City Manager Review:</p>
<p>Background/Analysis:</p>	
<p>As a part of the Strategic Vision for 2016/2017, Hurst City Council identified the need for a concentrated Economic Development focus on southeast Hurst. At the September 27, 2016 City Council meeting, Catalyst Commercial, Inc., presented a proposal to provide a Redevelopment Plan for the City of Hurst. The City Council determined additional time was necessary to review the Agreement for Professional Services and Scope, for the execution of the southeast Hurst Redevelopment Plan.</p> <p>The scope includes the details of the work, by Catalyst Commercial Inc., during the first three months (Preliminary Assessment Stage) and the last four months (the Plan and Implementation Stage). It also offers three optional tasks that could be considered.</p> <p>The Strategic Priority One submitted to Council, by the Economic Development Department, during the Strategic Planning meetings, outlined the need for the creation of a Redevelopment Plan that would help identify and detail the effectiveness of what exists today, with land uses, being commercial or residential, while examining existing zoning and infrastructure. The Redevelopment Plan would provide those details. The Plan would analyze and evaluate the area findings and create a specific plan with recommendations for the highest and best uses.</p> <p>Catalyst Commercial, Inc., has worked with over 60 cities doing similar planning projects. The firm's representatives met with City Council and were directed to prepare the Plan, while conducting numerous stakeholder meetings during the process, which included representatives from area subdivisions and business community, as outlined in the Agreement scope.</p>	

Funding and Sources:

The funding for this has been set aside in Special Projects, in the Fiscal Year 2016/2017 budget.

Recommendation:

Staff recommends City Council authorize the city manager to enter into a Agreement for Professional Services, with Catalyst Commercial Inc., to complete a Redevelopment Plan, at a cost not to exceed \$65,000.



Professional, in accordance with the professional standard of care applicable to the services performed hereunder.

**Article III  
Schedule of Work**

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in Exhibit "A".

**Article IV  
Compensation and Method of Payment**

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of sixty five thousand Dollars (\$ 65,000 ). Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charged for such service, reimbursable expenses, the total amount of fee earned/billed to date and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within ten (10) days after receipt unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

**Article V  
Devotion of Time; Personnel; and Equipment**

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require and authorize in writing additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, as shown on Exhibit "B," or as otherwise agreed between the Parties. The Professional shall not exceed the amount set out in Article IV "Compensation and Method of Payment" unless there is a written amendment to this Agreement.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice

to and approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 The Professional shall submit monthly progress reports and attend progress meetings as may be reasonably required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

## **Article VI Miscellaneous**

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Tarrant County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement 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, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and

that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: City Manager  
City of Hurst, Texas  
1505 Precinct Line Road  
Hurst, Texas 76054

With a copy to (which shall not constitute notice) :

John Boyle  
.Boyle & Lowry, LLP  
4201 Wingren, Suite 108  
Irving, Texas 75062-2763

If intended for Professional:

Catalyst Commercial, Inc.  
Attn: Jason Claunch  
4245 N Central Expressway, Suite 265  
Dallas, Texas 75205

With a copy to:

\_\_\_\_\_

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) if applicable, statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.

- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the City of any material change of or to the insurance required herein.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City. Legally binding proof of insurance shall be provided within ten (10) calendar days upon request of the City.

6.10 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City of Hurst.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors, and will inform the City of Hurst of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.11 Indemnification.

**PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES ("CITY RELATED PARTIES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND**

**FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH PARTY OR BREACH OF CITY'S OR CITY RELATED PARTIES' OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY AND CITY RELATED PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CITY OR CITY RELATED PARTIES.**

**NEITHER PARTY'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT**

6.12 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.13 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

*[Signature Page to Follow]*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**City of Hurst, Texas**

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

**Attest:**

By: \_\_\_\_\_

City Secretary

Approved as to form:

By: \_\_\_\_\_

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**Professional**

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

**EXHIBIT "A"**  
**Scope of Services**

**(to be attached)**

Exhibit "A"

SE Hurst Strategic Implementation Plan		Total
Phase 1: Preliminary Assessment and Focus Area Recommendations	1. High level Assessment of existing land uses, character, neighborhoods, prior plans, and current projects/development trends in the area.	\$ 3,810
	2. Meet with key stakeholders (series of key stakeholder meetings held over one day ending with a work session with Council/P&Z) (includes prep time for stakeholder meetings. City staff to provide logistical support for all meetings) and prepare Memo of key takeaways of meetings <u>(may include one additional stakeholder meeting in conjunction with a community event)</u>	\$ 3,820
	3. Conduct a market assessment to include key economic indicators (rents, housing prices, sales, commercial occupancy, etc.), retail capacity within the study area, small office demand, residential analysis to include for-sale and rental demand and opportunities to diversify the tax base and create in-fill opportunities within the focus area.	\$ 12,645
	4. Based on preliminary assessment, development trends, and key stakeholder meetings, identify phase 1 catalytic areas/sites and opportunities for the whole city (memo that combines preliminary assessment and analysis of opportunities including which tools/strategies are appropriate based on context and need)	\$ 7,350
<b>Phase 1 Totals</b>		<b>\$ 27,625</b>
Phase 2: Develop Plan and Implementation Recommendations	5. 2-day design workshop (staff and consultant only) to explore development and design concepts for the Phase 1 catalytic areas/sites. At the end of the second day, invite key stakeholders to get feedback on the preliminary development and design concepts.	\$ 5,450
	6. Refine development/design concepts based on stakeholder and staff input	\$ 6,800
	7. Identify key implementation priorities for the phase 1 concepts including regulatory recommendations, economic development policy priorities, and fiscal approach options. (includes a 1/2 day internal worksession with city staff and consultant team to brainstorm ideas)	\$ 6,020
	8. Present design concepts and preliminary implementation recommendations at a Council/P&Z worksession and obtain feedback on the same (could be done after draft report instead of before -- depends on feedback from stakeholders and community)	\$ 1,640
	9. Develop draft report that combines preliminary assessment, design concepts, and implementation recommendations (includes one round of edits based on staff review of draft report)	\$ 10,350
<b>Phase 2 Total</b>		<b>\$ 30,260</b>
<b>Total Assessment and Implementation</b>		<b>\$ 57,885</b>
<b>Optional Tasks</b>		
A. (Optional) joint worksession with Council and P&Z to present preliminary assessment findings and recommendations for phase 1 priorities (includes prep time)	\$ 1,640	
B. Prepare for and present at a public presentation on the entire project to get public feedback on the initiative	\$ 2,190	
C. <u>Additional P&amp;Z and Council meetings not included in above scope (each meeting)</u>	\$ 1,505	

## Exhibit "B"

### Hourly Rate Schedule for Catalyst Commercial and its subconsultants

- ) Principals at \$275/hour
- ) Senior Consultants at \$175/hour
- ) Administrative staff at \$80/hour

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into an Agreement with Schaefer Advertising for the FY 2017 City of Hurst marketing plan

Supporting Documents:

Meeting Date: 10/11/2016  
 Department: Communications  
 Reviewed by: Ashleigh Johnson  
 City Manager Review:

Background/Analysis:

Schaefer Advertising is a local advertising agency with national recognition. Founded in 1995, Schaeffer works with clients to equip them with strategic thinking bound with an unbiased analysis of their position in the competitive marketplace, yielding exceptional creative and innovative, cost-effective strategies. Their specialties include advertising, strategic positioning and brand development, print, broadcast, outdoor and collateral, website and multimedia design, development and management, public relations, brand integration, customer engagement, and market research.

Schaefer has worked with the City of Hurst on numerous award winning projects over the years, including the national award winning "The Best Stuff is in the Middle" cookie ad, acclaimed redesign of the city magazine, Where We Live and, most recently, the state award winning Welcome Packet.

After careful strategic planning and analysis, staff is recommending the approval of the proposed FY 2017 marketing plan for the City of Hurst, which predominately focuses on the Hurst Conference Center. The Hurst Conference Center has worked with Schaefer Advertising for more than five years to develop effective marketing plans and projects. The proposed FY 2017 City of Hurst marketing plan would include the development of collateral and print and digital ads for the Hurst Conference Center and other general City marketing materials as needed.

It is estimated that the annual cost for this marketing plan would range between \$70,000 and \$90,000, depending on special projects.

Funding and Sources:

Funding for FY 2017 City of Hurst marketing plan is available within the Hurst Conference Center and other divisions FY 2017 operating budgets.

Recommendation:

It is recommended that the City Council authorize the city manager to enter into an Agreement with Schaefer Advertising for the FY 2017 City of Hurst marketing plan, for an amount not to exceed \$90,000.

City Council Staff Report

<p>SUBJECT: Consider authorizing the city manager to enter into the contracts for the City's Information Technology VmWare infrastructure upgrade project</p>	
<p>Supporting Documents:</p>	<p>Meeting Date: 10/11/2016          Department: Community Services          Reviewed by: Allan Heindel          City Manager Review:</p>
<p>Background/Analysis:</p> <p>The City of Hurst Information Technology Department implemented a virtual server environment six years ago through VmWare. This virtual environment is the City's server backbone running servers for the major applications such as Utility Billing, Municipal Courts, Ambulance Billing, Building Inspections, and others. The equipment is in need of replacement. It also allows the City to reduce the amount of physical servers in the data center, which in turn reduces electrical and cooling costs and also reduces the amount of space required to house the physical units.</p> <p>Currently, the City is running 25 servers on three physical hosts that have reached their maximum storage capacity. This virtual environment was due for replacement last year. With the new virtual environment, the Information Technology Department anticipates the ability to host 30-35 servers on five physical hosts, exceeding the storage demand needed for upcoming projects for the next several years.</p> <p>The project includes the purchase and installation of five host servers, one control server, new storage capacities, licensing for Microsoft Windows Server, and VmWare maintenance and software costs. These components will be purchased through the Department of Information Resources – State of Texas (DIR) purchasing consortium members including SHI and CDWG.</p> <p>The total estimated cost for this project is \$246,597 (includes 9% contingency).</p>	
<p>Funding and Sources:</p> <p>Funding for this project has been identified within the FY 2016-2017 Information Technology budgets.</p>	

Recommendation:

It is recommended that the City Council authorize the City Manager to enter into the contracts for the City's VmWare infrastructure upgrade project for an amount not to exceed \$246,597.

STATE OF TEXAS

On the 15<sup>th</sup> day of September, 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
Carol Cole	)	Members
Ralph Hurd	)	
Pat King	)	
Rod Robertson	)	
Bob Walker	)	
Cathy Thompson	)	Alternates
Gary Waldron	)	
Allan Heindel	)	Deputy City Manager
Chris Watson	)	Recreation Director
Malaika Marion	)	Managing Director of Community Services
Eric Starnes	)	Director of Facilities & Project Management
Kristie Weaver	)	Recreation Manager
Paige Lutz	)	Recreation Administrative Assistant

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

- I. **Call to Order:** Alan Neace called the meeting to order at 6:00 p.m.
- II. **Roll Call of Members:** Paige Lutz conducted the Roll Call of Members.
- III. **Approval of Minutes:** Ralph Hurd made a motion to approve the minutes of the August 18, 2016 regular meeting as written; Carol Cole seconded the motion.

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

NOES: None

IV. **Staff Report:**

A. **Director's Reports:**

1. **August Participation Report:** Chris Watson, Recreation Manager, presented the following statistics for the August Participation Report.

August

Recreation Center	13,814
Tennis Center	887
Facility Rentals	126

2. **Program Highlight:** Chris Watson reported that the September Program Highlight features the Hurst Classroom Program's Spin and Cycle Circuit Classes. These two very popular classes have been taught by Angela Pond, Certified Personal Trainer, since 2015. The classes are currently operating at 98% capacity.

**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. **Heritage Village Presents:** Malaika Marion reviewed the 2016 spring and summer events for the Heritage Village Presents Program. She noted that Salsa and Salsa was held on September 1<sup>st</sup>, with 200 participants in attendance. The event included Salsa Dancing and entertainment from the Havana Energy Band. Malaika reported that the upcoming events include: Dogtoberfest on October 6<sup>th</sup>, and Movie in the Park which will take place on November 4<sup>th</sup>.
3. **Kid's All-American Fishing Derby Update:** The Kid's All-American Fishing Derby has been re-scheduled for September 17, 2016. Chris Watson noted that 200 participants have pre-registered for the event.
4. **Walktober Preview:** Chris Watson reported that as part of the Healthy Hurst program the Hurst Recreation Center will celebrate National Walking Month with the Annual Walktober program throughout the month of October.
5. **Family Overnight Campout Preview:** The Annual Family Overnight Campout event is scheduled for October 14<sup>th</sup>-15<sup>th</sup> at Chisholm Park. Registration for the event begins on September 19<sup>th</sup> at the Recreation Center.

**C. Works in Progress:**

1. **City Hall Landscape Project:** The Parks Division has started the landscape improvements outside of the newly renovated Finance Department. Additionally, the Parks Department will plant landscaping on the south end of the Justice Center in the fall.

2. **Highway 10 Median Landscape Improvements:** The contractor has excavated the medians in preparation for the import of topsoil and decomposed granite. The project should be done by the end of November.
3. **Rickel Park TRA Project:** The pipeline project is nearly complete.
4. **Chisholm Park Improvements:** The permanent well will be installed shortly. The bollard installation is complete.
5. **Master Plan Update:** Council approved Halff Associates in late June to perform professional consulting services for the 2016 Master Plan. Currently, staff is collecting all the relevant City data so that the consultants can start their work.
6. **TXDOT Green Ribbon Grant Update:** Texas Department of Transportation (TXDOT) awarded the City \$766,000 in late July to landscape medians from near IH 820 to Precinct Line Road. TXDOT will be issuing an Amended Funding Agreement to the City; the agreement will be executed along with the design consultant's contract upon Council approval.
7. **Recreation Center Roofing and Flooring Project:** The contractor has started this project. The gym floor will be replaced from early October to early November.
8. **Brookside Center Fireplace Replacement:** The existing fireplace, which is currently out of use, will be replaced in late September. The new fireplace will be gas heated with a lockable control.
9. **Recreation Center Classroom Painting:** The Green, Yellow, and Red classrooms are being repaired and repainted. The work will be done by the end of September.

**D. Staff Activities:**

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

**V. Report of the Committee:**

**A. John Butler Memorial Senior Banquet**

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

2. **Entertainment Recap:** Allan Heindel reported that Earley Praises has been confirmed as entertainment for the banquet.

**VI. Communications:** An article from the *Fort Worth Star Telegram* regarding the Kid's All American Fishing Derby event was included in the Board Member's packets.

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

**VIII. New Business:**

- A. **Officer Elections:** Alan Neace asked the Board to consider nominations for the positions of Board Chair and Vice Chair for the coming year.

Pat King nominated Alan Neace to serve as Board Chair; Carol Cole seconded the motion. There were no other nominations.

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

NOES: None

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

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

NOES: None

**IX. Informational Items:**

- A. **Chisholm Aquatics Center Update:** Kristie Weaver, Recreation Manager, presented an update regarding the newly renovated Chisholm Aquatics Center. She reviewed attendance totals and presented patron's testimonies regarding the staff and the new center. She reported that the three evaluations conducted through Ellis and Associates, International Aquatics Safety & Risk Management Consultants, resulted in very good outcomes of two "exceeds" and one "meets" expectations.

- B. **Central Aquatics Center Update:** Eric Starnes presented an update regarding the Central Aquatics Center Project. He presented an overview of the project and completion timeline.

- C. **Gymnastics Equipment Relocation Project:** Chris Watson reported that during the Recreation Center Roofing and Flooring Project the equipment for the Gymnastics classes will be relocated into racquetball

courts three and four. He noted that courts one and two will still be available for play. Open play basketball and all advertised classes will continue to be held during the renovations.

**D. 2016-17 Budget Overview:** Malaika Marion presented an overview of the City's budget for FY 2016/17.

**E. Parker Cemetery Update:** Malaika Marion presented an update regarding the restoration of the Parker Cemetery. She stated that Texas Cemetery Restoration, LLC will be using ground penetrating radar to verify where the actual grave sites are located and map out the boundaries of the cemetery. The City is working with the company to repair or replace damaged or missing tombstones and restore the cemetery as a historical site.

**X. Board Member and Citizen Comments:** Rod Robertson inquired as to who is responsible for the landscaping at the Bellaire Shopping Center, east of Brown Trail. Allan Heindel reported that he would check with staff and report back.

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

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

NOES: None

Alan Neace adjourned the meeting at 7:25 p.m.

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
RECORDING SECRETARY

COUNTY OF TARRANT

STATE OF TEXAS

On the 15<sup>th</sup> day of September, 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
- Durwood Foote
- John Sechrist
- Barbara Albright
- John Smith
- Marie Perry ) Alternates
- 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 August 18, 2016 meeting were approved as written.

**IV. Senior Center Director’s Report**

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

<u>August</u>	
Center Attendance.....	14,090
Number of Members.....	1,714
Volunteer Hours.....	903
Net Revenue.....	\$ 11,205
Fitness Center Attendance.....	3,684
Class Attendance.....	2,861
Aquatics.....	161

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

Michelle Varley distributed the October Senior Pipeline Calendar of events to the Board.

#### **D. Works in Progress**

- 1. Fitness Equipment:** Linda Rea explained that the Senior Center will continue repairing and replacing the fitness equipment in the Fitness Center on an as need basis in an effort to keep all equipment functioning efficiently.
- 2. Dishwasher:** Malaika Marion informed the Board that the Senior Center dishwasher has been having intermittent problems. City Facilities Staff has been trained on maintenance and repair and Staff has been calling them as problems occur.
- 3. Fitness Center Cleaning Wipes:** Linda Rea reported that a sanitizing wipes dispenser has been installed on the wall outside of the Fitness Center for proper sanitizing of equipment before and after use. This system seems to be working well.

#### **E. Staff Activities**

- 1. Personnel Update:** Ms. Rea informed the Board that longtime employee Ron Beall is retiring and Staff will keep the Board informed of the new hire process as that occurs.
- 2. Northeast Senior Community Forum:** Linda Rea noted that she attends the Northeast Senior Community Forum each month. She noted that the next meeting will include a speaker on Medicare and a speaker who coordinates volunteers. She encouraged the Board Members to attend.
- 3. Dallas Mania Presentation:** Michelle Varley informed the Board that she attended the Dallas Mania event where she gained valuable knowledge on fitness and received her certification on active aging.

#### **V. Communications**

None at this time.

#### **VI. New Business**

- A. Election of Officers:** Malaika Marion explained that September is the City's usual month for annual election of officers for the Boards.

Doris Young nominated Marcy Davis to remain in her position as Chair. Gerald Grieser seconded the motion and the vote in favor was unanimous.

Bob Hampton nominated Gerald Grieser to remain in his position as Vice-Chair. Durwood Foote seconded the motion and the vote in favor was unanimous.

**VII. Informational Items**

- A. Program Highlight – Personal Trainer:** Michelle Varley highlighted the Senior Center’s Personal Fitness Trainer, Gerald Campbell, who is retiring and Rosy Pritchett, who is taking over as the Center’s Personal Trainer.
- B. Craft and Holiday Market Update:** Ms. Varley informed the Board of the Craft and Holiday Market that will be held on October 21<sup>st</sup> from 9:00 a.m. to 6:00 p.m. There are 58 vendors who have already signed up for the event.
- C. Anniversary Update:** Malaika Marion reminded the Board of the 7<sup>th</sup> Annual Senior Activities Center Anniversary celebration that will be held on November 7<sup>th</sup> at 1:00 p.m.
- D. Heritage Village Presents:** Ms. Marion noted the Fall Heritage Village Presents events for this year including the Salsa & Salsa event this month and the upcoming Dogtoberfest in October and Movie in the Park in November.
- E. 2016-17 Budget Update:** Malaika Marion gave a brief overview of the 2016-17 Budget and how it affects the Senior Center.

**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 11:52 a.m.

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

ATTEST:

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
RECORDING SECRETARY

## Future Event Calendar

October 11, 2016

<b>DATE AND TIME</b>	<b>ACTIVITY</b>
Tuesday, October 11, 2016 6:30 p.m.	Regular City Council Meeting City Council Chambers
October 22, 2016 7:00 a.m. - noon	Good Neighbor Day Bellaire Shopping Center 372 East Pipeline Road
Tuesday, October 25, 2016 6:30 p.m.	Regular City Council Meeting City Council Chambers
October 29, 2016 7:00 a.m. - noon	Good Neighbor Day Bellaire Shopping Center 372 East Pipeline Road
Tuesday, November 8, 2016 6:30 p.m.	Regular City Council Meeting City Council Chambers
Tuesday, November 22, 2016 6:30 p.m.	Regular City Council Meeting City Council Chambers
Tuesday, December 13, 2016 6:30 p.m.	Regular City Council Meeting City Council Chambers
Tuesday, December 27, 2016 6:30 p.m.	Regular City Council Meeting City Council Chambers