

**WORK SESSION AGENDA OF THE CITY COUNCIL OF HURST, TEXAS
CITY HALL, 1505 PRECINCT LINE ROAD
FIRST FLOOR CONFERENCE ROOM
TUESDAY, MAY 8, 2018 – 5:30 P.M.**

I. Call to Order

II. Informational Items

III. Discussion of Agenda Item(s) 6

Consider Resolution 1700 adopting amended City Council Rules of Procedure

Rita Frick

IV. Discussion of Agenda Item(s) 7, 8 and 9

Discussion and consideration of all matters incident and related to the issuance and sale of “City of Hurst, Texas, Tax and Waterworks and Sewer System (Surplus Pledge) Revenue Certificates of Obligation, Series 2018”, including the adoption of Ordinance 2387, first and final reading, authorizing the issuance of such certificates of obligation

Discussion and consideration of all matters incident and related to authorizing the execution of a Principal Forgiveness Agreement between the Texas Water Development Board and the City of Hurst, Texas and an Escrow Agreement, including the adoption of Resolution 1698 pertaining thereto

Consider Resolution 1699 denying Oncor Electric Delivery Company LLC’s Application for Approval of a Distribution Cost Recovery Factor (DCRF)

Clayton Fulton

V. Discussion of Agenda Item(s) 10

Consider Resolution 1701 confirming approval of the sale of the unimproved Lot 9R, Block 8, Woodcrest Addition Section 4, in the City of Hurst, Tarrant County Texas

Jerry Lewandowski

VI. Discussion of Agenda Item(s) 11 and 12

Consider authorizing the city manager to enter into a contract for Mid-Cities Boulevard Hooded Left Turn Improvements at Martin Road

Consider authorizing the city manager to enter into an Engineering Services Contract with Thomas Hoover Engineering, LLC, for design of the Cimarron Trail Drainage Improvements

Greg Dickens

VII. Discussion of Agenda Item(s) 13

Consider reappointment of Municipal Court Judges

Rita Frick

VIII. Adjournment

Posted by: _____

This the 4th day of May 2018, by 5:00 p.m., in accordance with Chapter 551, Texas Government Code.

Any item on this posted agenda could be discussed in executive session as long as it is within one of the permitted categories under sections 551.071 through 551.076 and section 561.087 of the 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, MAY 8, 2018**

AGENDA:

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

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

CALL TO ORDER

INVOCATION (Councilmember Trasa Cobern)

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. Proclamation recognizing Motorcycle Awareness Month
2. Presentation of certificates of recognition for the 2018 City of Hurst 101 Citizen's Academy Class
3. Presentation of certificates to Youth in Government participants and recognition of scholarship recipients

CONSENT AGENDA

4. Consider approval of the minutes for the April 24, 2018 City Council meetings
5. Consider Ordinance 2386, second reading, to consider SP-18-02 Provision at North Valentine, a site plan for Lot AR, B, and C, Block 1, Meyers Park Addition, being 5.67 acres located at 225, 237, 241 W. Bedford Euless Road
6. Consider Resolution 1700 adopting amended City Council Rules of Procedure

ORDINANCE(S) AND RELATED ITEM(S)

7. Discussion and consideration of all matters incident and related to the issuance and sale of "City of Hurst, Texas, Tax and Waterworks and Sewer System (Surplus Pledge) Revenue Certificates of Obligation, Series 2018", including the adoption of Ordinance 2387, first and final reading, authorizing the issuance of such certificates of obligation

- 8. Discussion and consideration of all matters incident and related to authorizing the execution of a Principal Forgiveness Agreement between the Texas Water Development Board and the City of Hurst, Texas and an Escrow Agreement, including the adoption of Resolution 1698 pertaining thereto

RESOLUTION(S)

- 9. Consider Resolution 1699 denying Oncor Electric Delivery Company LLC’s Application for Approval of a Distribution Cost Recovery Factor (DCRF)
- 10. Consider Resolution 1701 confirming approval of the sale of the unimproved Lot 9R, Block 8, Woodcrest Addition Section 4, in the City of Hurst, Tarrant County Texas

ACTION ITEM(S)

- 11. Consider authorizing the city manager to enter into a contract for Mid-Cities Boulevard Hooded Left Turn Improvements at Martin Road
- 12. Consider authorizing the city manager to enter into an Engineering Services Contract with Thomas Hoover Engineering, LLC, for design of the Cimarron Trail Drainage Improvements
- 13. Consider reappointment of Municipal Court Judges

OTHER BUSINESS

- 14. Review of upcoming calendar items
- 15. City Council Reports - Items of Community Interest

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 4th day of May 2018, by 5:00 p.m., in accordance with Chapter 551, Texas Government Code.

Any item on this posted agenda could be discussed in executive session as long as it is within one of the permitted categories under sections 551.071 through 551.076 and section 561.087 of the 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.

Office of the Mayor

Proclamation

City of Hurst

Today's society is finding more citizens involved in motorcycling on the roads of our country; and

Motorcyclists are roughly unprotected and more prone to injury or death, in a crash, than other vehicle drivers; and

Campaigns have helped inform riders and motorists on motorcycle safety issues, to reduce motorcycle related risks, injuries, and fatalities, through a comprehensive approach to motorcycle safety; and

It is the responsibility of all, who put themselves behind the wheel, to be aware of motorcycles and regard them with the same respect as other vehicles traveling the highways of this country, and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

All citizens of our community are urged to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists to extend mutual respect to one another on the roadways.

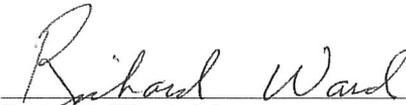
NOW THEREFORE, I, Richard Ward, Mayor of the City of Hurst, Texas on behalf of the entire City Council and our citizens, do hereby proclaim the month of May as

Motorcycle Safety and Awareness Month

and urge residents to do their part to increase safety and awareness in our community.

Witness my Hand and the Official Seal of the City of Hurst, Texas, on this the 8th day of May 2018.




Richard Ward, Mayor

City Council Staff Report

SUBJECT: 2018 Hurst 101 Academy Graduation Ceremony	
Supporting Documents:	
List of Graduates	Meeting Date: 5/8/2018 Department: Administration Reviewed by: Malaika Marion Farmer City Manager Review:
Background/Analysis:	
<p>The Hurst 101 Academy is celebrating its sixth year. This program was created to provide citizens with a better understanding of the workings of local government and equip them with the knowledge needed to fully participate in the process of building Hurst's future. The Hurst 101 Academy covers a wide range of topics such as the strategic planning process, the development of the annual budget, how public safety resources are deployed, and what the City of Hurst does to promote and support the local economy. This year, there are 20 Hurst 101 Academy graduates.</p>	
Funding Sources and Community Sustainability:	
<p>There is no funding impact. The Hurst 101 Academy helps develop community awareness and leadership.</p>	
Recommendation:	
<p>There is no staff recommendation.</p>	

Hurst 101

2018 Academy Participants

Natasha Belle-Isle

Patty Boyd

Joy Bruce

Denise Fields

Chad Froust

Ami Granger

Bob Harper

Brandon Herrera

Terrell Holsinger

Stacy Pena Huynh

Sandra McMahan

Guy Morsillo

Alan Neace

Tammy Salter

Cindy Shepard

Barry Smith

Oscar Soler Santos

Caitlin Sweet

Ann Teeter

Elaine Wicker

City Council Staff Report

SUBJECT: 2018 Youth In Government Graduation Ceremony	
Supporting Documents:	
List of Graduates	Meeting Date: 5/8/2018 Department: Communications Reviewed by: Kara McKinney City Manager Review:
Background/Analysis:	
<p>Youth In Government is a City Council program in its sixteenth year. This dynamic program is designed to provide students with a better understanding of the workings of local government. The program allows students to explore possible career paths while getting hands on experience in different departments and building their resume. They get the opportunity to meet local officials, interact with students from other schools, participate in community service projects and make a difference in the community. The goal of the Youth In Government program is to better equip the students to fully participate in the process of building Hurst's future.</p>	
Funding Sources and Community Sustainability:	
<p>There is no funding impact. The Hurst Youth In Government program helps develop community awareness and leadership.</p>	
Recommendation:	
<p>There is no staff recommendation.</p>	

Youth In Government 2018 Participants

Eric Davis

Lauren Cuevas

Helen Perkinson

Kayley Hillhouse

Lindsay Ross

Elani Smiley

Elizabeth Parrill

Victor Hernandez

Aisha Mahama-Rodriguez

Harrison Caltagirone

Isabella Morales

Mariam Mohamed

**MINUTES
HURST CITY COUNCIL WORK SESSION
TUESDAY, APRIL 24, 2018**

On the 24th day of April 2018, at 4:30 p.m., the City Council of the City of Hurst, Texas, convened in Work Session at Hurst City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

Richard Ward	)	Mayor
Henry Wilson	)	Mayor Pro Tem
Larry Kitchens	)	Councilmembers
Nancy Welton)	
Bill McLendon)	
David Booe)	
Trasa Cobern)	
Clay Caruthers	)	City Manager
John Boyle	)	City Attorney
Rita Frick	)	City Secretary

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

- I. Call to Order - The meeting was called to order at 4:30 p.m.
- II. Informational Items – City Manager Clay Caruthers noted the date for Mayor Ward’s retirement reception.
- III. Discussion of proposed communication procedures, media policy, and Rules of Procedure.

Councilmembers reviewed and discussed the proposed communication procedures and Mayor Pro Tem Wilson suggested the proposed policy be placed on the May 8, 2018 City Council meeting agenda for consideration. Council requested staff include language in the policy, for consideration, stipulating board, commission and committee members may not serve as Chair simultaneously on more than one board, commission or committee and outline a process for recognition of outgoing members.

- IV. Adjournment - The meeting adjourned at 4:48 p.m.

APPROVED this the 8th day of May 2018.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Richard Ward, Mayor

**Minutes
Hurst City Council
Work Session
Tuesday, April 24, 2018**

On the 24th day of April 2018, at 5:30 p.m., the City Council of the City of Hurst, Texas, convened in Work Session at Hurst City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

Richard Ward	)	Mayor
Henry Wilson	)	Mayor Pro Tem
Bill McLendon	)	Councilmembers
Nancy Welton)	
Larry Kitchens)	
David Booe)	
Trasa Cobern)	
Clay Caruthers	)	City Manager
Allan Heindel	)	Deputy City Manager
John Boyle	)	City Attorney
Rita Frick	)	City Secretary
Steve Bowden	)	Executive Director of Economic Development
Kara McKinney	)	Public Information Officer

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

I. Informational Items

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

Conduct a public hearing to consider SP-18-02 Provision at North Valentine, a site plan for Lot AR, B, and C, Block 1, Meyers Park Addition, being 5.67 acres located at 225, 237, 241 W. Bedford Eules Road

Consider Ordinance 2386, first reading, to consider SP-18-02 Provision at North Valentine, a site plan for Lot AR, B, and C, Block 1, Meyers Park Addition, being 5.67 acres located at 225, 237, 241 W. Bedford Eules Road

Executive Director of Planning and Development Michelle Lazo briefed Councilmembers on the proposed site plan noting the current zoning of mixed use planned development for the 5.67 acres for the development and the single-family property to the south will be maintained vacant with a drainage and utility easement utilized for a detention pond on the southeast side. City Manager Clay Caruthers noted there will be a developers agreement to be considered regarding the detention pond at platting. Ms. Lazo stated the applicant is planning to demolish the existing retail center at 241 W. Bedford-Eules Road and develop

a gated multi-family community with 96 units, a club house, swimming pool and playground area. She noted the property faces Bedford-Eules Road, with no access to Valentine Street, and reviewed the access points. The buildings are two-story with one and two bedroom units. She stated they will try to maintain existing trees, but will mitigate some, and are exceeding landscape requirements. Ms. Lazo reviewed the lighting plans, decorative lighting plans, and elevations noting Juliet balconies, masonry materials including brick, stone and stucco, and fencing materials. Councilmember Kitchens noted a typo on the landscape plan of Olive Street referenced as Bedford-Eules Road. Gardner Capital representative John Palmer provided an additional overview of the application noting the changes in density, but the quality remains the same as first proposed. He noted the reduced number of units, reviewed HUD requirements, and a favorable line of sight for the neighbors. He reiterated that Gardner Capital wants a long-term partnership with the City to rehab existing units and reviewed residency requirements, the traffic study and his belief this is favorable project for the City. He believes most students, living in the multi-family community, that would attend the area schools, currently live in the area.

III. Discussion of Agenda Item(s) 7

Consider Replat P-18-01 Woodcrest Addition, a replat of Lot 9 to Lot 9R, Block 8 Woodcrest Addition Section 4, being .21 acre located at 1429 Woodway Drive

Executive Director of Planning and Development Michelle Lazo briefed Councilmembers on the proposed replat noting the remnant parcels remaining from the North Tarrant Express project were deeded back to the City. She stated the referenced lot is still viable for a single-family home and the City had the property appraised and plans to sell the lot through an open bidding process.

IV. Adjournment – The meeting adjourned at 6:20 p.m.

APPROVED this the 8th day of May 2018.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Richard Ward, Mayor

**City of Hurst
City Council Minutes
Tuesday, April 24, 2018**

On the 24th day of April 2018, 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
Henry Wilson	)	Mayor Pro Tem
Bill McLendon	)	Councilmembers
Nancy Welton)	
Larry Kitchens)	
David Booe)	
Trasa Cobern)	
Clay Caruthers	)	City Manager
Allan Heindel	)	Deputy City Manager
John Boyle	)	City Attorney
Rita Frick	)	City Secretary
Duane Hengst	)	City Engineer
Steve Bowden	)	Executive Director of Economic Development
Kara McKinney	)	Public Information Officer
David Palla	)	Fire Chief
Michelle Lazo	)	Executive Director of Planning and Development

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

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

Councilmember Booe gave the Invocation.

The Pledge of Allegiance was given.

Mayor Ward noted his difficulty in speaking due to hoarseness and turned the meeting over to Mayor Pro Tem Wilson.

PRESENTATION(S)

1. Presentation by Hurst-Eules-Bedford Independent School District (HEBISD) representative Kiera Elledge on the 2018 HEB Reads! Program

Mayor Pro Tem Wilson recognized Library Director Jesse Loucks who introduced HEB ISD Librarian Kiera Elledge who provided an overview of the HEB Reads! Program. Ms. Elledge reviewed reading minute statistics from each city, noted Councilmember

Welton read over 22,000 minutes in the adult program, and explained the many benefits for the children in the program. Ms. Elledge also outlined new initiatives for the coming year and the debut of the mobile outreach unit, Think Tank and the summer program plan to provide students hot meals five days a week along with literacy and stem activities. She expressed appreciation to the Council and staff for their participation and noted this year's kick off event is planned for May 5, 2018, at Pennington Field, and encouraged everyone to get involved. Councilmember Cobern stated the program is the definition of synergy with everyone coming together to do good things, and, as a teacher, sees the benefits to students.

CONSENT AGENDA

2. Considered approval of the minutes for the April 10 and 17, 2018 City Council meetings.
3. Considered Ordinance 2385, second reading, amending Chapter 9.5 of the Hurst Code of Ordinances and authorize the city manager to sign an amended contract with Allied Waste Services of Fort Worth, LLC, for residential, commercial and industrial trash and residential recycling.
4. Considered authorizing the city manager to enter into an annual contract with Northeast Paint and Body, Inc. for automotive body repair and painting services with the option to renew for four additional twelve-month periods.

Councilmember Booe moved to approve the consent agenda. Motion seconded by Councilmember Cobern. Motion prevailed by the following vote:

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

No: None

PUBLIC HEARING(S) AND RELATED ITEM(S)

5. Conducted a public hearing to consider SP-18-02 Provision at North Valentine, a site plan for Lot AR, B, and C, Block 1, Meyers Park Addition, being 5.67 acres located at 225, 237, 241 W. Bedford Eules Road.

Mayor Pro Tem Wilson announced the public hearing to consider SP-18-02 Provision at North Valentine, a site plan for Lot AR, B, and C, Block 1, Meyers Park Addition, being 5.67 acres located at 225, 237, 241 W. Bedford-Eules Road and recognized City Attorney John Boyle who reviewed a legal opinion regarding the proposed case. He explained the property was zoned, by the Hurst City Council, as a mixed-use planned development overlay district by the approval of Ordinance 1932 in October 2004, with the underlying zoning district of GB General Business. The overlay district encourages high density mixed-use development with an above grade residential or office component. He reviewed permitted uses and stated a mixed-use project, as defined, is

permitted by right if all general conditions are met on an approved site plan. Mr. Boyle stated the review of the site plan is basically ministerial to determine and ascertain if all requirements of Ordinance 1932 have been met, and if consistent with and satisfies the subject ordinance, the site plan is required to be approved. Mr. Boyle stated staff reviewed and concluded all requirements have been met and the Planning and Zoning Commission reviewed and concluded all requirements have been met. Mayor Pro Tem Wilson stated he asked the attorney to review the legal opinion so the audience will understand the basis of the Council decision.

Mayor Pro Tem Wilson recognized Executive Director of Planning and Development Michelle Lazo who reviewed the proposed project noting the applicant Gardner Capital is planning to demolish the existing retail center at 241 W. Bedford-Eules Road and develop a gated multi-family community with 96 units, a club house, swimming pool, playground area, and private detention pond. She stated the area to the south will remain vacant with a drainage and utility easement utilized for a detention pond on the southeast side. She stated the property faces Bedford-Eules Road with no access to Valentine Street and reviewed the access points. The buildings are two-story with one and two bedroom units. She stated they will try to maintain existing trees, but will mitigate some, and are exceeding landscape requirements. Ms. Lazo reviewed the lighting plans, decorative lighting plans, and elevations noting Juliet balconies, masonry materials including brick, stone and stucco, and fencing materials.

Mayor Pro Tem Wilson recognized applicant John Palmer, Gardner Capital, who reviewed the proposed project noting it will be a community asset. He commended the citizen's interest and involvement in the community and thanked citizens that invited him to their homes even though they may have a difference of opinion. Mr. Palmer noted the City's revitalization plan and Gardner Capital's potential interest in a piece of property, roughly 10 acres, that is available for special investment. He stated Gardner Capital is not just interested in building a single community, but to consider multiple opportunities to build in the City. Mr. Palmer reviewed their developments in area cities and hopes the community will recognize Gardner Capital as an investment partner. Mr. Palmer reviewed the project and the differences between the proposed project and the one denied by Council December 12, 2017, and changes made based on conversations with citizens. He stated this project will have almost 4 acres of open space in the back, which is an asset and he is open to the resident's suggestions regarding fencing and the detention pond. He stated the development's occupancy requirements of 2 individuals per bedroom are less than the City's requirements, and defines who may live there and the sustainability of the project. Mr. Palmer reviewed the rent structure and noted the goal is to provide affordable housing, and the new construction is part of a program designed to eliminate public housing. He compared the rental fees to area apartments and noted of the 96 units, 8 one bedroom units and 16 two bedroom units are considered affordable. He explained occupants would probably be current community residents such as the elderly, widow spouses, and returning veterans, who are on fixed incomes. He explained the residency requirements, which includes no criminal history, poor credit or bad rental history. He stated Gardner Capital is a build and hold company that invests in the people and the community. He stated the distinction they have is on-site management and

maintenance. Mr. Palmer introduced Gardner Capital attorney Art Anderson, 2728 N. Harwood, Dallas, who stated he has been a land use attorney for 35 years and agrees with the City Attorney's opinion.

Mayor Pro Tem Wilson opened the public hearing and recognized the following individuals who asked questions and expressed concerns, including why the development was being considered after recently being denied by Council; perimeter fencing material being chain link instead of masonry; impact to school and students; increased traffic and speeding; a beautiful development but in the wrong location; lack of traffic study; two story building eliminating privacy for surrounding homes; effect on property taxes; subsidized property; maintenance of property; drainage issues; retaining wall height; sewer easement capacity of storm water system; only one entrance; government funded housing; a single-use instead of a multi-use development; proposed trees life expectancy; occupancy level per unit; additional need for building inspectors and police; not the solution to resurrecting south Hurst; and apartments traditionally have more problems,

Mike Campbell, 1244 Valentine Street, Hurst, Texas; B.J. Field, 1321 Yates Drive, Hurst, Texas; Penny Black, 204 Olive Street, Hurst, Texas; Lisa Baxley, 1320 Yates Drive, Hurst, Texas; John Boyd, 1335 Yates Drive, Hurst, Texas; Shirley Farrell, 1311 Yates Drive, Hurst, Texas; Jon McKenzie, 1322 Yates Drive, Hurst, Texas; Jimmy McKenzie, 1324 Yates Drive, Hurst, Texas; Susan Cirrincione, 1325 Yates Drive, Hurst, Texas; Barbara Poplin, 212 Bedford Court W., Hurst, Texas; Lex Johnston, 201 Olive Street, Hurst, Texas; Alex Padilla, 208 Olive Street, Hurst, Texas; Lynn Munsey, 1312 Yates Drive, Hurst, Texas; Maddison Steward, 1245 Valentine Street, Hurst, Texas; Denise Duncan, 213 Olive Street, Hurst, Texas; Kristen Linda, 1236 Valentine Street, Hurst, Texas; John Wilson, 1310 Yates Drive, Hurst, Texas; Jeffrey Barnes, 1049 Reed Street, Hurst, Texas; Paul David, 205 Olive Street, Hurst, Texas; Georganna Johnston, 201 Olive Street, Hurst, Texas; Lynn Underwood, 217 Olive Street, Hurst, Texas.

Mayor Ward left the meeting at 8:03 p.m. and returned at 8:23 p.m.

In response to questions, Mr. Palmer reiterated the need for safe and secure new housing in Hurst and the regulations and tenant types that will live in the development. He stated there were a number of non-facts and misconceptions presented tonight and that Gardner Capital has submitted, to City staff, a number of plans including a civil engineering and traffic study. He stated all of the plans meet or exceed required City codes. He reviewed the detention pond plan and flow of water and the intent is to provide proper drainage and not be intrusive. He stated the traffic study suggests no significant impact on the roadway system. Mr. Palmer reviewed a school impact study completed for their Melissa project, and stated, he contends, the majority of future occupants currently live in Hurst including students.

Mayor Pro Tem Wilson closed the public hearing.

In response to Councilmembers' questions Gardner Capital civil engineer Randy Weir, 2201 E. Lamar, Arlington, explained the retaining wall improves the site grade. Mr. Palmer explained the traffic study was an expedited study requested by the Planning and Zoning Commission and an impact analysis summary study to determine the need for a signal for which there is none. City Engineer Duane Hengst reviewed the detention pond design and stated the outfall is not Olive Street, but the storm sewer on Harris. He stated the emergency outfall is Olive Street and will only happen if the rain event exceeds a 100-year event. Mr. Hengst stated the basin is designed to hold a 100-year event and the drainage on Olive Street will be lessened. Mr. Palmer stated whether it is traffic, drainage or environmental, the project exceeds expectation of standards and the objective is to attract additional business to area, and improve the area.

Councilmembers discussed the citizens' concerns and commented regarding the requirements of law as presented by the attorney; the City does not own the property, and private individuals have the right to do what they want on their property as long as it meets minimum City requirements, and noted Councilmembers took an oath to follow the law.

6. Considered Ordinance 2386, first reading, to consider SP-18-02 Provision at North Valentine, a site plan for Lot AR, B, and C, Block 1, Meyers Park Addition, being 5.67 acres located at 225, 237, 241 W. Bedford Eules Road.

Councilmember Cobern moved to approve SP-18-02 Provision at North Valentine, a site plan for Lot AR, B, and C, Block 1, Meyers Park Addition, being 5.67 acres located at 225, 237, 241 W. Bedford Eules Road and Ordinance 2386, first reading of same. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

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

Mayor Pro Tem Wilson recessed the meeting at 9:18 p.m. and reconvened at 9:31 p.m.

Mayor Ward left the meeting.

PLAT(S)

7. Consider Replat P-18-01 Woodcrest Addition, a replat of Lot 9 to Lot 9R, Block 8, Woodcrest Addition Section 4, being .21 acre located at 1429 Woodway Drive

Mayor Pro Tem Wilson recognized Executive Director of Planning and Development Michelle Lazo who reviewed the proposed replat noting the North Tarrant Express Project left many remnant parcels in the City of Hurst and the state deeded four (4) parcels, in the Woodcrest Addition, to the City in 2016. She stated one of the lots meets the requirements for single-family zoning and it will be put to auction.

Councilmember Booe moved to approve P-18-01 Woodcrest Addition. Motion seconded by Councilmember Cobern. Motion prevailed by the following vote:
Ayes: Councilmembers McLendon, Booe, Kitchens, Cobern, Wilson, and Welton
No: None

OTHER BUSINESS

- 8. Review of the following advisory committee meeting minutes:
 -) Hurst Economic Development Advisory Committee – September 13, 2017
 -) Historical Landmark Preservation Committee – March 8, 2018
 -) Hurst Economic Development Advisory Committee – March 20, 2018

- 9. Review of upcoming calendar items.
City Secretary Rita Frick reviewed the following: May 5, 2018 General and Special Election dates: Early Voting April 23 through May 1, with hours and polling locations listed on the City and Tarrant County Election websites and Election Day, May 5, 2018, 7:00 a.m. – 7:00 p.m., Hurst Public Library

- 10. City Council Reports - Items of Community Interest – 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. No one spoke.

ADJOURNMENT

The meeting adjourned at 9:35 p.m.

APPROVED this the 8th day of May 2018.

ATTEST:

APPROVED:

Rita L. Frick, City Secretary

Richard Ward, Mayor

City Council Staff Report

SUBJECT: SP-18-02 Provision at North Valentine, a site plan for Lot AR, B, and C, Block 1, Meyers Park Addition, being 5.67 acres located at 225, 237, 241 W. Bedford-Eules Road

Supporting Documents:

Ordinance 2386
 Site Plan – Exhibit "A"
 Landscape Plan – Exhibit "B-C"
 Tree Mitigation – Exhibit "D"
 Photometric Plan – Exhibit "E"
 Building Elevations – Exhibit "F-G"
 Screening Elevation – Exhibit "H"
 Monument Sign – Exhibit "I"

Meeting Date: 5/8/2018
 Department: Development
 Reviewed by: Michelle Lazo
 City Manager Review:

Background/Analysis:

An application has been made by John Palmer with Gardner Capital for a site plan and for Lot AR, B, and C, Block 1, Meyers Park Addition, being 5.67 acres located at 225, 237, 241 W. Bedford Eules Road. The property is zoned MU-PD (Mixed Use Planned Development).

The applicant is planning to demolish the existing retail center at 241 W. Bedford-Eules and develop a gated multi-family community with 96 units, a club house, swimming pool, playground area, and private detention pond.

This development will use conventional financing on the permanent loan, and tax credit equity will also be utilized with leasing tied to HUD federal income guidelines. Gardner Capital has an extensive resident screening application process that requires a 10-year background check, as well as favorable credit and rental history.

Gardner Capital is a build-and-hold development and investment company and maintains ownership and operations for all its properties in their national portfolio. This site plan meets all requirements for this zoning category, and it includes elements based upon community input.

For example, the site plan indicates the main gated ingress/egress on Bedford-Eules Road and an emergency entrance controlled by an opticom system east of the main gate. There is no access from Olive St. or Valentine St. The applicant is proposing a

club house and pool near the main entrance. The R-1 (Single-Family) property to the south will be maintained vacant with a drainage and utility easement utilized for a detention pond on the southeast side.

The applicant is proposing six (6) two (2) story buildings that are 33 ft. in height. The development will offer 24 one-bedroom units with 701 sq. ft. of living space and 72 two-bedroom units with 955 sq. ft. of living space.

The applicant is providing a six (6) ft. wrought iron fence with landscaping adjacent to the residents on the east and west sides, a six (6) ft. coated chain link fence around the vacant R-1 (Single-Family) property and detention area, and a six (6) ft. ornamental wrought iron fence with masonry columns along Bedford-Eules Road. The development will also have a wrought iron electric security gate.

The developer will install 13 antique street style fixtures within the property and 24 evergreen sconce light fixtures on the buildings throughout the property. The photometric plan shows zero foot-candles adjacent to the residentially zoned properties.

The developer will be removing 151 caliper inches of trees on the site. These trees will be mitigated with 262 caliper inches on site within the development.

The applicant is providing conforming landscaping with 24 Live Oaks, 31 Cedar Elms, 8 Mexican Sycamores, 16 Bald Cypress, 6 Drake Elms, 9 Red Oaks, 20 Crape Myrtles, 5 magnolias, 26 varieties of shrubs and ornamental grasses, a variety of ground cover, and Bermuda sod. The applicant intends to preserve all of the trees and shrubs along the residential property lines to enhance the landscape buffer.

The building elevations indicate a beige stucco veneer building with brown brick veneer around the base and sim stone accents, metal railing and shutters on various windows and metal awnings around the breezways.

The applicant is requesting a monument sign near the main entrance on Bedford-Eules Road that is 6.6 ft. tall with 27 sq. ft. of sign area per face.

Funding Sources and Community Sustainability:

There is no fiscal impact on this agenda item as this is a private development with no City incentive requested. This site plan fits within the City's strategic priority for Redevelopment and follows recommendations found within the City's Neighborhood Sustainability Plan.

Recommendation:

Based upon the Planning and Zoning Commission vote of 5-0-2 the recommendation is the City Council move to approve SP-18-02 Provision at North Valentine, a site plan for Lot AR, B, and C, Block 1, Meyers Park Addition, being 5.67 acres located at 225, 237, 241 W. Bedford Euless Road.

ORDINANCE 2386

AN ORDINANCE ADOPTING A SITE PLAN FOR LOTS AR, B, AND C, BLOCK 1 MEYERS PARK ADDITION, BEING 5.67 ACRES LOCATED AT 225, 237, 241 W. BEDFORD EULESS ROAD

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 herein effectuated furthers the purpose of zoning as set forth in the Comprehensive Zoning Ordinance and is in the best interest of the citizens of the City of Hurst.

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

Section 1. THAT the Comprehensive Zoning Ordinance of the City of Hurst is hereby amended by adopting a site plan with Exhibits "A-I" for Lots AR, B, and C, Block 1, Meyers Park Addition, being 5.67 acres located at 225, 237, 241 W. Bedford-Eules Road.

AND IT IS SO ORDERED.

Passed on the first reading on the 24th day of April 2018 by a vote of 6 to 0.

Approved on the second reading on the 8th day of May 2018 by a vote of _
to _.

ATTEST:

CITY OF HURST

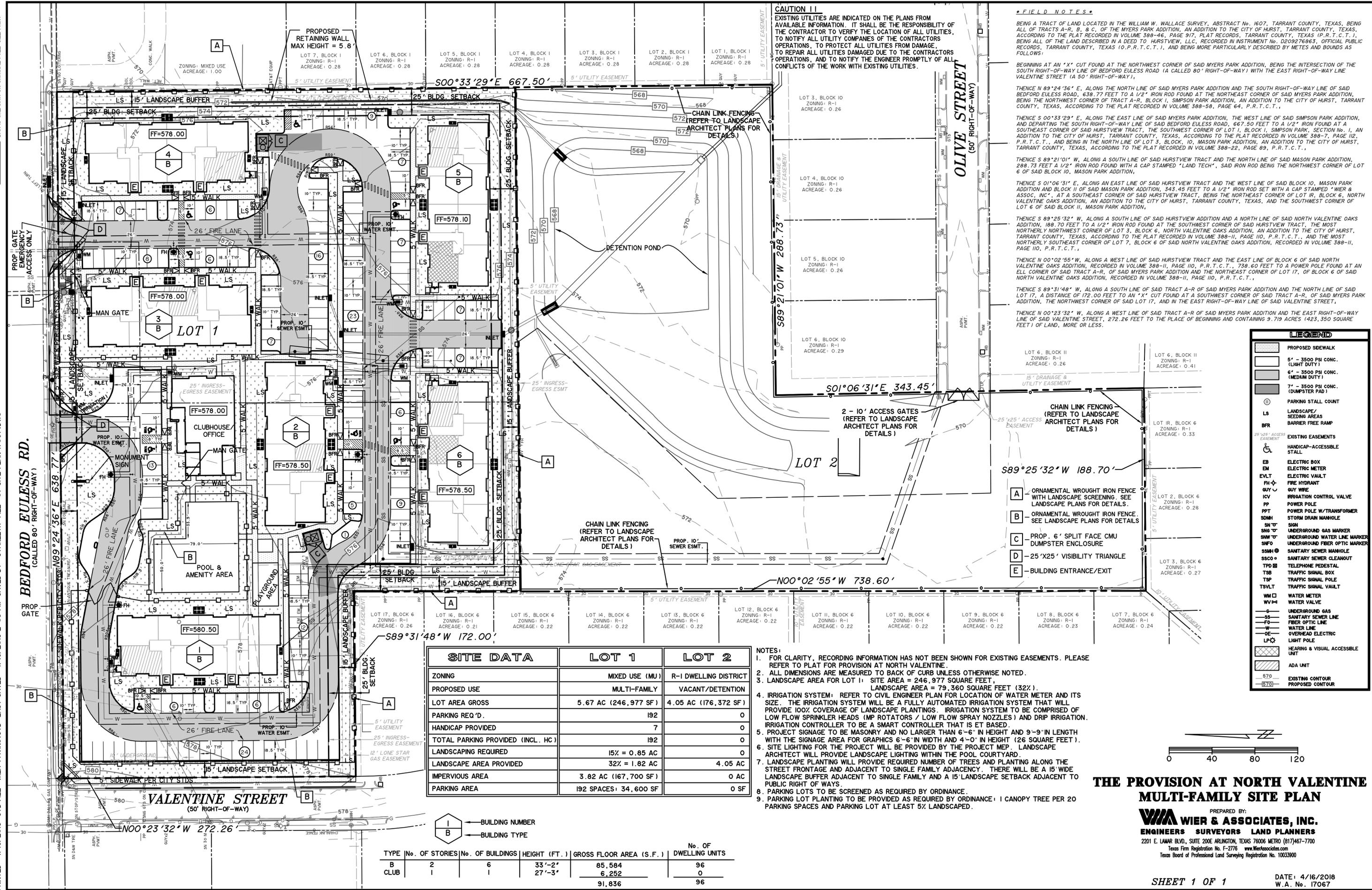
Rita Frick, City Secretary

Richard Ward, Mayor

Approved as to form and legality:

City Attorney

PRINTED: 4/16/2016 5TB FILE: WIER-PAVING-STB LAST SAVED: 4/16/2016 2:09 PM SAVED BY: STANLEY R. FILE: 07 SITE PLAN 17067.DWG



CAUTION 1
EXISTING UTILITIES ARE INDICATED ON THE PLANS FROM AVAILABLE INFORMATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION OF ALL UTILITIES, TO NOTIFY ALL UTILITY COMPANIES OF THE CONTRACTOR'S OPERATIONS, TO PROTECT ALL UTILITIES FROM DAMAGE, TO REPAIR ALL UTILITIES DAMAGED DUE TO THE CONTRACTOR'S OPERATIONS, AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING UTILITIES.

*** FIELD NOTES ***
BEING A TRACT OF LAND LOCATED IN THE WILLIAM W. WALLACE SURVEY, ABSTRACT No. 1607, TARRANT COUNTY, TEXAS, BEING ALL OF TRACTS A-R, B, & C, OF THE MYERS PARK ADDITION, AN ADDITION TO THE CITY OF HURST, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 388-46, PAGE 917, PLAT RECORDS, TARRANT COUNTY, TEXAS (P.R.T.C.T.), BEING ALL OF THE LAND DESCRIBED IN A DEED TO HURSTVIEW, L.L.C. RECORDED IN INSTRUMENT No. D209276863, (OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS (O.P.R.T.C.T.)), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT AN 'X' CUT FOUND AT THE NORTHWEST CORNER OF SAID MYERS PARK ADDITION, BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF BEDFORD EULESS ROAD (A CALLED 80' RIGHT-OF-WAY) WITH THE EAST RIGHT-OF-WAY LINE VALENTINE STREET (A 50' RIGHT-OF-WAY),
THENCE N 89°24'36" E, ALONG THE NORTH LINE OF SAID MYERS PARK ADDITION AND THE SOUTH RIGHT-OF-WAY LINE OF SAID BEDFORD EULESS ROAD, 638.77 FEET TO A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID MYERS PARK ADDITION, BEING THE NORTHWEST CORNER OF TRACT A-R, BLOCK I, SIMPSON PARK ADDITION, AN ADDITION TO THE CITY OF HURST, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 388-58, PAGE 64, P.R.T.C.T.,
THENCE S 00°33'29" E, ALONG THE EAST LINE OF SAID MYERS PARK ADDITION, THE WEST LINE OF SAID SIMPSON PARK ADDITION, AND DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID BEDFORD EULESS ROAD, 667.50 FEET TO A 1/2" IRON ROD FOUND AT A SOUTHEAST CORNER OF SAID HURSTVIEW TRACT, THE SOUTHWEST CORNER OF LOT I, BLOCK I, SIMPSON PARK, SECTION No. 1, AN ADDITION TO THE CITY OF HURST, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 388-7, PAGE 112, P.R.T.C.T., AND BEING IN THE NORTH LINE OF LOT 3, BLOCK 10, MASON PARK ADDITION, AN ADDITION TO THE CITY OF HURST, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 388-22, PAGE 89, P.R.T.C.T.,
THENCE S 89°21'01" W, ALONG A SOUTH LINE OF SAID HURSTVIEW TRACT AND THE NORTH LINE OF SAID MASON PARK ADDITION, 288.73 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "LAND TECH", SAID IRON ROD BEING THE NORTHWEST CORNER OF LOT 6 OF SAID BLOCK 10, MASON PARK ADDITION,
THENCE S 01°06'31" E, ALONG AN EAST LINE OF SAID HURSTVIEW TRACT AND THE WEST LINE OF SAID BLOCK 10, MASON PARK ADDITION AND BLOCK II OF SAID MASON PARK ADDITION, 343.45 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC, INC." AT A SOUTHEAST CORNER OF SAID HURSTVIEW TRACT, BEING THE NORTHEAST CORNER OF LOT 1R, BLOCK 6, NORTH VALENTINE OAKS ADDITION, AN ADDITION TO THE CITY OF HURST, TARRANT COUNTY, TEXAS, AND THE SOUTHWEST CORNER OF LOT 6 OF SAID BLOCK II, MASON PARK ADDITION,
THENCE S 89°25'32" W, ALONG A SOUTH LINE OF SAID HURSTVIEW ADDITION AND A NORTH LINE OF SAID NORTH VALENTINE OAKS ADDITION, 188.70 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID HURSTVIEW TRACT, THE MOST NORTHERLY NORTHWEST CORNER OF LOT 3, BLOCK 6, NORTH VALENTINE OAKS ADDITION, AN ADDITION TO THE CITY OF HURST, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 388-II, PAGE 110, P.R.T.C.T., AND THE MOST NORTHERLY SOUTHEAST CORNER OF LOT 7, BLOCK 6 OF SAID NORTH VALENTINE OAKS ADDITION, RECORDED IN VOLUME 388-II, PAGE 110, P.R.T.C.T.,
THENCE N 00°02'55" W, ALONG A WEST LINE OF SAID HURSTVIEW TRACT AND THE EAST LINE OF BLOCK 6 OF SAID NORTH VALENTINE OAKS ADDITION, RECORDED IN VOLUME 388-II, PAGE 110, P.R.T.C.T., 738.60 FEET TO A POWER POLE FOUND AT AN ELL CORNER OF SAID TRACT A-R, OF SAID MYERS PARK ADDITION AND THE NORTHEAST CORNER OF LOT 17, OF BLOCK 6 OF SAID NORTH VALENTINE OAKS ADDITION, RECORDED IN VOLUME 388-II, PAGE 110, P.R.T.C.T.,
THENCE S 89°31'48" W, ALONG A SOUTH LINE OF SAID TRACT A-R OF SAID MYERS PARK ADDITION AND THE NORTH LINE OF SAID LOT 17, A DISTANCE OF 172.00 FEET TO AN 'X' CUT FOUND AT A SOUTHWEST CORNER OF SAID TRACT A-R, OF SAID MYERS PARK ADDITION, THE NORTHWEST CORNER OF SAID LOT 17, AND IN THE EAST RIGHT-OF-WAY LINE OF SAID VALENTINE STREET,
THENCE N 00°23'32" W, ALONG A WEST LINE OF SAID TRACT A-R OF SAID MYERS PARK ADDITION AND THE EAST RIGHT-OF-WAY LINE OF SAID VALENTINE STREET, 272.26 FEET TO THE PLACE OF BEGINNING AND CONTAINING 9.719 ACRES (423,350 SQUARE FEET) OF LAND, MORE OR LESS.

LEGEND

- PROPOSED SIDEWALK
- 5" - 3500 PSI CONC. (LIGHT DUTY)
- 6" - 3500 PSI CONC. (MEDIUM DUTY)
- 7" - 3500 PSI CONC. (DUMPSTER PAD)
- PARKING STALL COUNT
- LANDSCAPE/SEEDING AREAS
- BARRIER FREE RAMP
- EXISTING EASEMENTS
- HANDICAP-ACCESSIBLE STALL
- ELECTRIC BOX
- ELECTRIC METER
- ELECTRIC VAULT
- FIRE HYDRANT
- GUY WIRE
- IRRIGATION CONTROL VALVE
- POWER POLE
- POWER POLE W/TRANSFORMER
- STORM DRAIN MANHOLE
- UNDERGROUND GAS MARKER
- UNDERGROUND WATER LINE MARKER
- UNDERGROUND FIBER OPTIC MARKER
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- TELEPHONE PEDESTAL
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL POLE
- TRAFFIC SIGNAL VAULT
- WATER METER
- WATER VALVE
- UNDERGROUND GAS
- SANITARY SEWER LINE
- FIBER OPTIC LINE
- WATER LINE
- OVERHEAD ELECTRIC
- LIGHT POLE
- HEARING & VISUAL ACCESSIBLE UNIT
- ADA UNIT
- EXISTING CONTOUR
- PROPOSED CONTOUR

SITE DATA		LOT 1	LOT 2
ZONING		MIXED USE (MU)	R-1 DWELLING DISTRICT
PROPOSED USE		MULTI-FAMILY	VACANT/DETENTION
LOT AREA GROSS		5.67 AC (246,977 SF)	4.05 AC (176,372 SF)
PARKING REQ'D.		192	0
HANDICAP PROVIDED		7	0
TOTAL PARKING PROVIDED (INCL. HC)		192	0
LANDSCAPING REQUIRED		15% = 0.85 AC	0
LANDSCAPE AREA PROVIDED		32% = 1.82 AC	4.05 AC
IMPERVIOUS AREA		3.82 AC (167,700 SF)	0 AC
PARKING AREA		192 SPACES | 34,600 SF	0 SF

- NOTES:**
- FOR CLARITY, RECORDING INFORMATION HAS NOT BEEN SHOWN FOR EXISTING EASEMENTS. PLEASE REFER TO PLAT FOR PROVISION AT NORTH VALENTINE.
 - ALL DIMENSIONS ARE MEASURED TO BACK OF CURB UNLESS OTHERWISE NOTED.
 - LANDSCAPE AREA FOR LOT 1: SITE AREA = 246,977 SQUARE FEET, LANDSCAPE AREA = 79,360 SQUARE FEET (32%).
 - IRRIGATION SYSTEM: REFER TO CIVIL ENGINEER PLAN FOR LOCATION OF WATER METER AND ITS SIZE. THE IRRIGATION SYSTEM WILL BE A FULLY AUTOMATED IRRIGATION SYSTEM THAT WILL PROVIDE 100% COVERAGE OF LANDSCAPE PLANTINGS. IRRIGATION SYSTEM TO BE COMPRISED OF LOW FLOW SPRINKLER HEADS (MP ROTATORS / LOW FLOW SPRAY NOZZLES) AND DRIP IRRIGATION. IRRIGATION CONTROLLER TO BE A SMART CONTROLLER THAT IS ET BASED.
 - PROJECT SIGNAGE TO BE MASONRY AND NO LARGER THAN 6'-6" IN HEIGHT AND 9'-9" IN LENGTH WITH THE SIGNAGE AREA FOR GRAPHICS 6'-6" IN WIDTH AND 4'-0" IN HEIGHT (26 SQUARE FEET).
 - SITE LIGHTING FOR THE PROJECT WILL BE PROVIDED BY THE PROJECT MEP. LANDSCAPE ARCHITECT WILL PROVIDE LANDSCAPE LIGHTING WITHIN THE POOL COURTYARD.
 - LANDSCAPE PLANTING WILL PROVIDE REQUIRED NUMBER OF TREES AND PLANTING ALONG THE STREET FRONTAGE AND ADJACENT TO SINGLE FAMILY ADJACENCY. THERE WILL BE A 15' WIDE LANDSCAPE BUFFER ADJACENT TO SINGLE FAMILY AND A 15' LANDSCAPE SETBACK ADJACENT TO PUBLIC RIGHT OF WAYS.
 - PARKING LOTS TO BE SCREENED AS REQUIRED BY ORDINANCE.
 - PARKING LOT PLANTING TO BE PROVIDED AS REQUIRED BY ORDINANCE: 1 CANOPY TREE PER 20 PARKING SPACES AND PARKING LOT AT LEAST 5% LANDSCAPED.

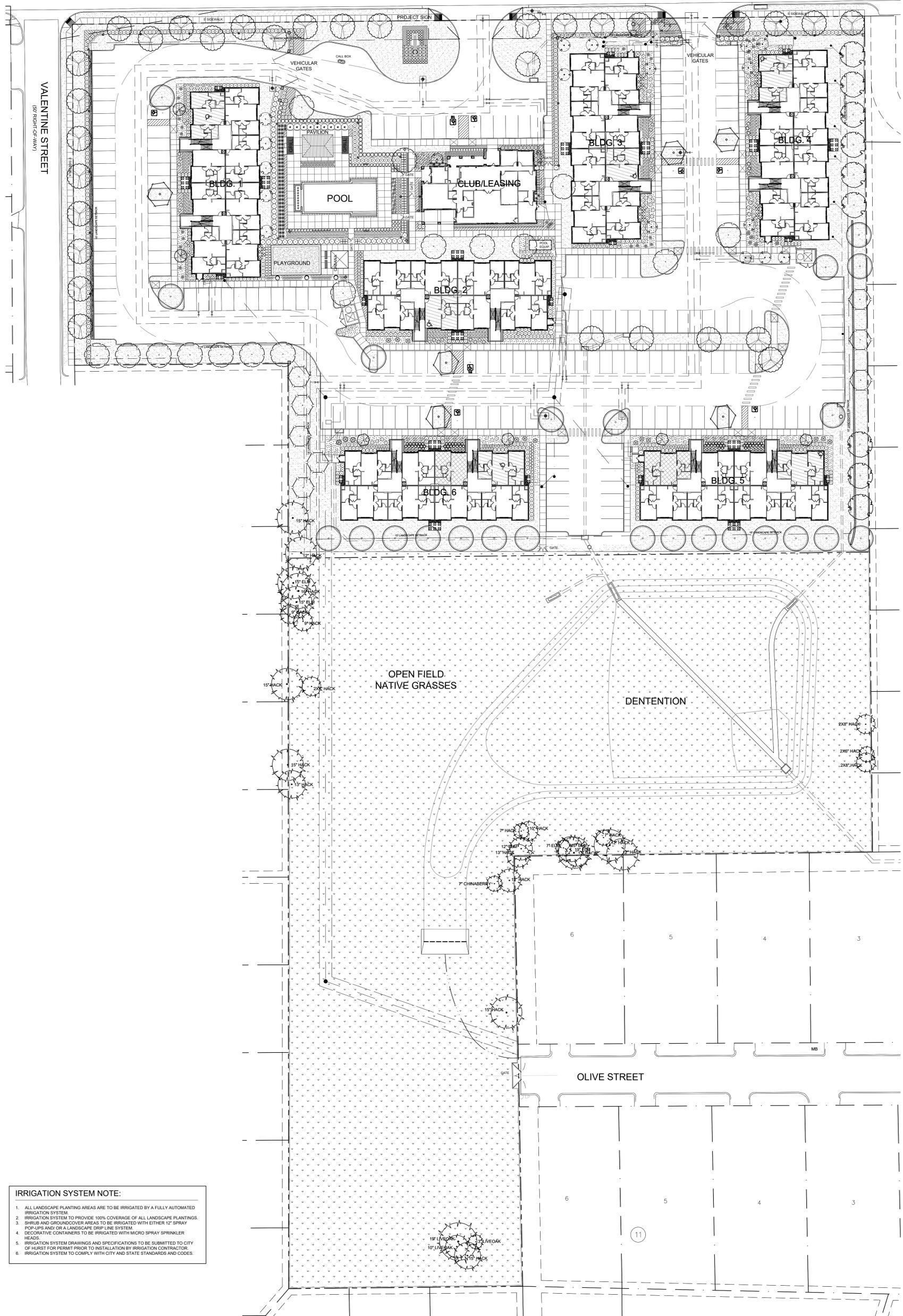
TYPE	No. OF STORIES	No. OF BUILDINGS	HEIGHT (FT.)	GROSS FLOOR AREA (S.F.)	No. OF DWELLING UNITS	
					1	2
CLUB	2	6	33'-2" / 27'-3"	85,584 / 6,252	96	0
				91,836	96	

THE PROVISION AT NORTH VALENTINE MULTI-FAMILY SITE PLAN

PREPARED BY:
WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006 METRO (817)467-7700
Texas Firm Registration No. F-2776 www.WierAssociates.com
Texas Board of Professional Land Surveying Registration No. 10033900

DATE: 4/16/2016
W.A. No. 17067

SHEET 1 OF 1



**PROVISION at
North Valentine**
Hurst, Texas
Overall Landscape Plan

Scale: 1" = 30'-0"
Date: 04.12.2018

2001 North Lamar St.
Suite 100
Dallas, Texas 75202
214.871.0568 tel
214.871.1507 fax
mesadesigngroup.com



EXHIBIT C

PLANT MATERIAL SCHEDULE							
PLANT QUANTITY	PLANT SYMBOL	COMMON NAME BOTANICAL NAME	SIZE MIN.	HEIGHT MIN.	SPREAD MIN.	SPACING MIN.	COMMENTS
CANOPY TREES							
8		MEXICAN SYCAMORE <i>Platanus mexicana</i>	3" CAL.	12'-14'	4' - 5'	AS SHOWN	NURSERY GROWN, FULL AND WELL-ROOTED; STRONG CENTRAL LEADER; MESA TO APPROVE
9		RED OAK <i>Quercus shumardii</i>	3" CAL.	12'-14'	5'-6'	AS SHOWN	NURSERY GROWN, FULL AND WELL-ROOTED; STRONG CENTRAL LEADER; MESA TO APPROVE
24		LIVE OAK <i>Quercus virginiana</i>	3" CAL.	12'-14'	5'-6'	AS SHOWN	NURSERY GROWN, FULL AND WELL-ROOTED; STRONG CENTRAL LEADER; MESA TO APPROVE
16		BALD CYPRESS <i>Taxodium distichum</i>	3" CAL.	12'-14'	5'-6'	AS SHOWN	NURSERY GROWN, FULL AND WELL-ROOTED; STRONG CENTRAL LEADER; MESA TO APPROVE
31		CEDAR ELM <i>Ulmus crassifolia</i>	4" CAL.	14'-16'	6'-7'	AS SHOWN	NURSERY GROWN, FULL AND WELL-ROOTED; STRONG CENTRAL LEADER; MESA TO APPROVE
6		DRAKE ELM <i>Ulmus parvifolia 'Drake'</i>	3" CAL.	12'-14'	4'-5'	AS SHOWN	NURSERY GROWN, FULL AND WELL-ROOTED; STRONG CENTRAL LEADER; MESA TO APPROVE
ORNAMENTAL TREES							
14		CRAPE MYRTLE - SEMINOLE <i>Lagerstroemia indica</i>	30 GAL.	7'-8'	3'-4'	AS SHOWN	CONTAINER GROWN, MULTI-TRUNK, FULL AND WELL BRANCHED; MESA TO APPROVE
2		CRAPE MYRTLE 'RED' <i>Lagerstroemia indica 'Tuscarora'</i>	30 GAL.	7'-8'	3'-4'	AS SHOWN	CONTAINER GROWN, SINGLE-TRUNK, FULL AND WELL BRANCHED; MESA TO APPROVE
4		CRAPE MYRTLE WHITE <i>Lagerstroemia indica x fauriei 'Natchez'</i>	30 GAL.	7'-8'	3'-4'	AS SHOWN	CONTAINER GROWN, MULTI-TRUNK, FULL AND WELL BRANCHED; MESA TO APPROVE
5		MAGNOLIA GRANDIFLORA <i>Magnolia grandiflora 'Little Gem'</i>	3" CAL.	10'-12"	3'-4'	AS SHOWN	FULL, WELL BRANCHED, STRONG CENTRAL LEADER; CONTAINER GROWN, SINGLE TRUNK
SHRUBS, ORNAMENTAL GRASSES & VINES							
273		ABELIA 'CANYON CREEK' <i>Abelia x 'Canyon Creek'</i>	3 GAL.	15" - 18"	15" - 18"	36" O.C.	CONTAINER GROWN, FULL AND WELL-ROOTED
64		CARISSA HOLLY <i>Ilex cornuta 'Carissa'</i>	3 GAL.	14" - 16"	14" - 16"	24" O.C.	CONTAINER GROWN, FULL AND WELL-ROOTED
378		DWARF BURFORD HOLLY <i>Ilex cornuta 'Burfordii Nana'</i>	3 GAL.	20" - 24"	14" - 16"	36" O.C.	CONTAINER GROWN, FULL AND WELL-ROOTED
71		NELLIE R. STEVENS HOLLY <i>Ilex x 'Nellie R. Stevens'</i>	7 GAL.	4'-5'	18"-30"	48" O.C.	CONTAINER GROWN, FULL AND WELL-ROOTED
21		DWARF YAUPON HOLLY <i>Ilex vomitoria nana</i>	3 GAL.	14"-18"	14"-18"	24" O.C.	CONTAINER GROWN, FULL AND WELL-ROOTED
3		TAYLOR JUNIPER <i>Juniperus virginiana 'Taylor'</i>	20 GAL.	42"-48"	14"-18"	As Shown	CONTAINER GROWN, FULL AND WELL-ROOTED
93		ANDORRA JUNIPER <i>Juniperus horizontalis 'Plumosa'</i>	3 GAL.	14"-18"	14"-18"	24" O.C.	CONTAINER GROWN, FULL AND WELL-ROOTED
10		TEXAS SAGE 'CIMARRON' <i>Leucophyllum zygomphylum 'Cimarron'</i>	3 GAL.	18" - 20"	18" - 20"	36" O.C.	CONTAINER GROWN, FULL AND WELL-ROOTED
40		'SUNSHINE' LIGUSTRUM <i>Ligustrum sinense 'Sunshine'</i>	3 GAL.	14"-16"	14"-16"	24" O.C.	CONTAINER GROWN, FULL AND WELL-ROOTED
23		CHINESE MAHONIA <i>Mahonia fortunei</i>	3 GAL.	22"-24"	20"-22"	36" O.C.	CONTAINER GROWN, FULL AND WELL-ROOTED
46		LYNN'S DWARF WAX MYRTLE <i>Myrica pusilla 'Lynn's Dwarf'</i>	3 GAL.	20"-22"	16"-18"	36" O.C.	CONTAINER GROWN, FULL AND WELL-ROOTED
45		NANDINA 'MOON BAY' <i>Nandina domestica 'Moon Bay'</i>	3 GAL.	14"-16"	14"-16"	24" O.C.	CONTAINER GROWN, FULL AND WELL-ROOTED
20		FOUNTAIN GRASS <i>Pennisetum alopecuroides</i>	3 GAL.	18" - 20"	18" - 20"	36" O.C.	CONTAINER GROWN, FULL AND WELL-ROOTED
2		JAPANESE YEW <i>Podocarpus macrophylla</i>	20 GAL.	48" - 54"	18" - 20"	As Shown	CONTAINER GROWN, FULL AND WELL-ROOTED
210		INDIAN HAWTHORN 'BAY BREEZE' <i>Rhaphiolepis umbellata 'Bay Breeze'</i>	3 GAL.	18" - 20"	18" - 20"	30" O.C.	CONTAINER GROWN, FULL AND WELL-ROOTED
37		DRIFT ROSE - POPCORN <i>Rosa 'Novarospop'</i>	3 GAL.	18"-22"	18"-22"	30" O.C.	NURSERY GROWN, FULL AND WELL-ROOTED
10		KNOCK OUT ROSE <i>Rosa 'Radrazz'</i>	3 GAL.	18"-20"	18"-20"	42" O.C.	CONTAINER GROWN, FULL AND WELL-ROOTED
6		AUTUMN SAGE <i>Salvia greggii</i>	1 GAL.	14" - 16"	14" - 16"	24" O.C.	CONTAINER GROWN, FULL AND WELL-ROOTED
41		BLUE HILL SAGE <i>Salvia sylvestris</i>	1 GAL.	14" - 16"	14" - 16"	24" O.C.	CONTAINER GROWN, FULL AND WELL-ROOTED
26		RED SALVIA 'LIPSTICK' SAGE <i>Slavia greggii 'Lipstick'</i>	1 GAL.	14"-16"	14"-16"	18" O.C.	CONTAINER GROWN, FULL AND WELL-ROOTED
60		ANTHONY WATERER SPIREA <i>Spiraea x bumalda 'Anthony Waterer'</i>	3 GAL.	14"-16"	14"-16"	30" O.C.	CONTAINER GROWN, FULL AND WELL-ROOTED
41		CLEYERA <i>Temstroemia gymnanthera</i>	7 GAL.	24"-26"	20"-22"	36" O.C.	CONTAINER GROWN, FULL AND WELL-ROOTED
29		YUCCA 'GOLDEN SWORD' <i>Yucca filamentosa 'Golden Sword'</i>	3 GAL.	20" - 22"	20" - 22"	36" O.C.	CONTAINER GROWN, FULL AND WELL-ROOTED
15		SOFT LEAF YUCCA <i>Yucca recurvifolia</i>	3 GAL.	18"-22"	18"-22"	42" O.C.	NURSERY GROWN, FULL AND WELL-ROOTED
GROUND COVERS							
150 SF		SEASONAL COLOR Annuals	4" POT	6"-8"	6"-8"	12" O.C.	CONTAINER GROWN, FULL AND WELL ROOTED; TRIANGULATED PLANTING
6,600 SF		EUONYMUS <i>Euonymus coloratus 'Purple Wintercreeper'</i>	1 GAL.	6"-8"	10"-12"	18" O.C.	CONTAINER GROWN, FULL AND WELL ROOTED; TRIANGULATED PLANTING
4,525 SF		LIRIOPE <i>Liriope muscari</i>	1 GAL.	6"-8"	6"-8"	15" O.C.	CONTAINER GROWN, FULL AND WELL ROOTED; TRIANGULATED PLANTING
TURF GRASS							
59,255 SF		BERMUDA GRASS - TEXAS TURF 10 <i>Cynodon dactylon</i>	SOLID SOD				REFER TO LANDSCAPE NOTES and WRITTEN SPECIFICATIONS
GRAVEL MULCH							
465 SF		GRAVEL/ AGGREGATE					CLEAN, WASHED, NO SOIL OR WEED SEEDS; INSTALL TO 4" DEPTH; REFER TO PROJECT MATERIALS DRAWING

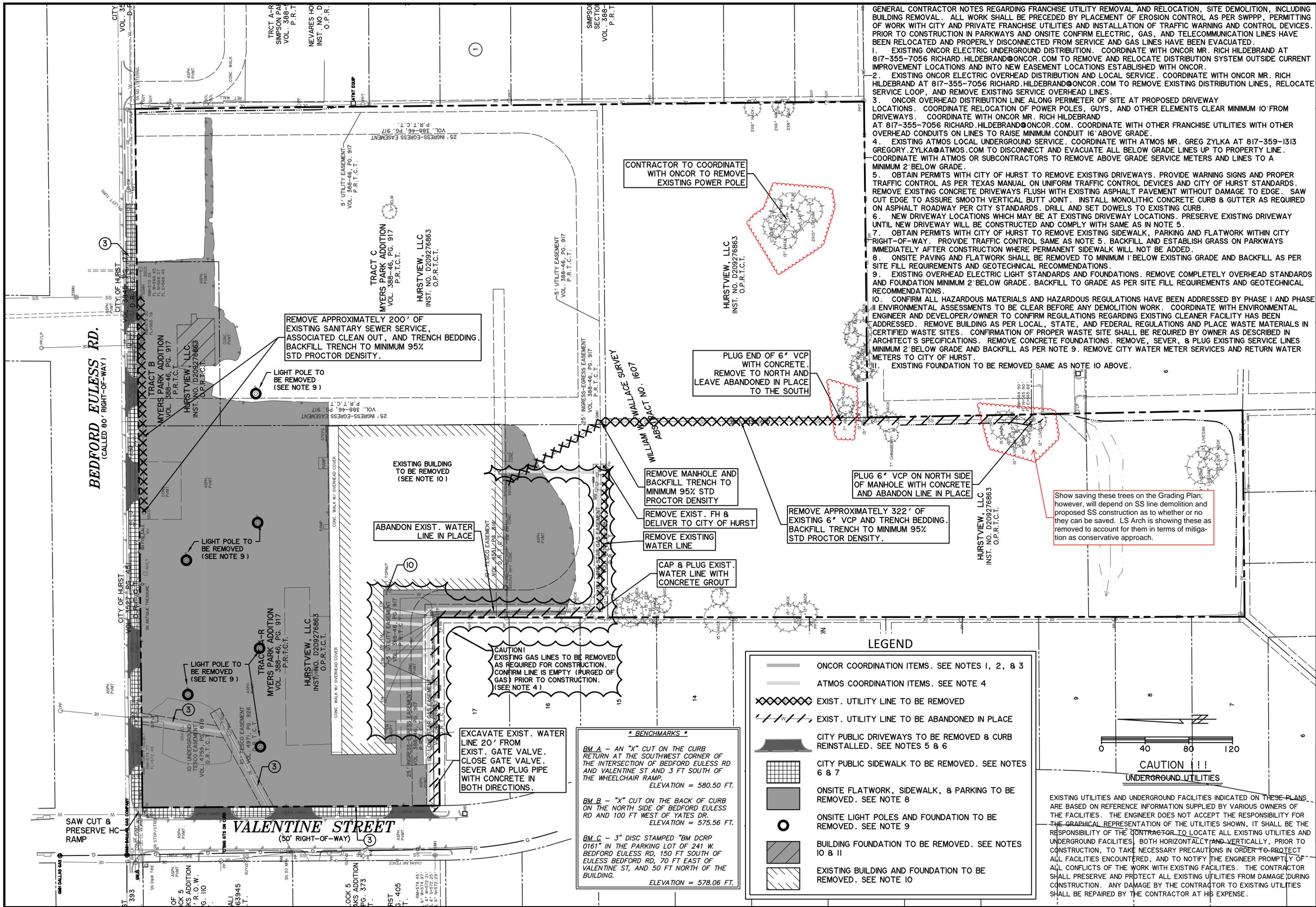
**PROVISION at North
Valentine**
Hurst, Texas
Plant Material Schedule / Legend

2001 North Lamar St.
Suite 100
Dallas, Texas 75202
214.871.0568 tel
214.871.1507 fax
mesadesigngroup.com

MESA

BAR IS ONE INCH ON ORIGINAL FULL-SIZE PRINT

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- GENERAL CONTRACTOR NOTES REGARDING FRANCHISE UTILITY REMOVAL AND RELOCATION, SITE DEMOLITION, INCLUDING BUILDING REMOVAL. ALL WORK SHALL BE PRECEDED BY PLACEMENT OF EROSION CONTROL AS PER SWPPP, PERMITTING OF WORK WITH CITY AND PRIVATE FRANCHISE UTILITIES AND INSTALLATION OF TRAFFIC WARNING AND CONTROL DEVICES. PRIOR TO CONSTRUCTION IN PARKWAYS AND ONSITE CONFIRM ELECTRIC, GAS, AND TELECOMMUNICATION LINES HAVE BEEN RELOCATED AND PROPERLY DISCONNECTED FROM SERVICE AND GAS LINES HAVE BEEN EVACUATED.
- EXISTING ONCOR ELECTRIC UNDERGROUND DISTRIBUTION. COORDINATE WITH ONCOR MR. RICH HILDEBRAND AT 817-355-7056 RICHARD.HILDEBRAND@ONCOR.COM TO REMOVE AND RELOCATE DISTRIBUTION SYSTEM OUTSIDE CURRENT IMPROVEMENT LOCATIONS AND INTO NEW EASEMENT LOCATIONS ESTABLISHED WITH ONCOR.
 - EXISTING ONCOR ELECTRIC OVERHEAD DISTRIBUTION AND LOCAL SERVICE. COORDINATE WITH ONCOR MR. RICH HILDEBRAND AT 817-355-7056 RICHARD.HILDEBRAND@ONCOR.COM TO REMOVE EXISTING DISTRIBUTION LINES, RELOCATE SERVICE LOOP, AND REMOVE EXISTING SERVICE OVERHEAD LINES.
 - ONCOR OVERHEAD DISTRIBUTION LINE ALONG PERIMETER OF SITE AT PROPOSED DRIVEWAY LOCATIONS. COORDINATE RELOCATION OF POWER POLES, GUYS, AND OTHER ELEMENTS CLEAR MINIMUM 10' FROM DRIVEWAYS. COORDINATE WITH ONCOR MR. RICH HILDEBRAND AT 817-355-7056 RICHARD.HILDEBRAND@ONCOR.COM. COORDINATE WITH OTHER FRANCHISE UTILITIES WITH OTHER OVERHEAD CONDUITS ON LINES TO RAISE MINIMUM CONDUIT 16' ABOVE GRADE.
 - EXISTING ATMOS LOCAL UNDERGROUND SERVICE. COORDINATE WITH ATMOS MR. GREG ZYLKA AT 817-359-1313 GREGORY.ZYLKA@ATMOS.COM TO DISCONNECT AND EVACUATE ALL BELOW GRADE LINES UP TO PROPERTY LINE. COORDINATE WITH ATMOS OR SUBCONTRACTORS TO REMOVE ABOVE GRADE SERVICE METERS AND LINES TO A MINIMUM 2' BELOW GRADE.
 - OBTAIN PERMITS WITH CITY OF HURST TO REMOVE EXISTING DRIVEWAYS. PROVIDE WARNING SIGNS AND PROPER TRAFFIC CONTROL AS PER TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND CITY OF HURST STANDARDS. REMOVE EXISTING CONCRETE DRIVEWAYS FLUSH WITH EXISTING ASPHALT PAVEMENT WITHOUT DAMAGE TO EDGE. SAW CUT EDGE TO ASSURE SMOOTH VERTICAL BUTT JOINT. INSTALL MONOLITHIC CONCRETE CURB & GUTTER AS REQUIRED ON ASPHALT ROADWAY PER CITY STANDARDS. DRILL AND SET DOWELS TO EXISTING CURB.
 - NEW DRIVEWAY LOCATIONS WHICH MAY BE AT EXISTING DRIVEWAY LOCATIONS. PRESERVE EXISTING DRIVEWAY UNTIL NEW DRIVEWAY WILL BE CONSTRUCTED AND COMPLY WITH SAME AS IN NOTE 5.
 - OBTAIN PERMITS WITH CITY OF HURST TO REMOVE EXISTING SIDEWALK, PARKING AND FLATWORK WITHIN CITY RIGHT-OF-WAY. PROVIDE TRAFFIC CONTROL SAME AS NOTE 5. BACKFILL AND ESTABLISH GRASS ON PARKWAYS IMMEDIATELY AFTER CONSTRUCTION WHERE PERMANENT SIDEWALK WILL NOT BE ADDED.
 - ONSITE PAVING AND FLATWORK SHALL BE REMOVED TO MINIMUM 1' BELOW EXISTING GRADE AND BACKFILL AS PER SITE FILL REQUIREMENTS AND GEOTECHNICAL RECOMMENDATIONS.
 - EXISTING OVERHEAD ELECTRIC LIGHT STANDARDS AND FOUNDATIONS. REMOVE COMPLETELY OVERHEAD STANDARDS AND FOUNDATION MINIMUM 2' BELOW GRADE. BACKFILL TO GRADE AS PER SITE FILL REQUIREMENTS AND GEOTECHNICAL RECOMMENDATIONS.
 - CONFIRM ALL HAZARDOUS MATERIALS AND HAZARDOUS REGULATIONS HAVE BEEN ADDRESSED BY PHASE I AND PHASE II ENVIRONMENTAL ASSESSMENTS TO BE CLEAR BEFORE ANY DEMOLITION WORK. COORDINATE WITH ENVIRONMENTAL ENGINEER AND DEVELOPER/OWNER TO CONFIRM REGULATIONS REGARDING EXISTING CLEANER FACILITY HAS BEEN ADDRESSED. REMOVE BUILDING AS PER LOCAL, STATE, AND FEDERAL REGULATIONS AND PLACE WASTE MATERIALS IN CERTIFIED WASTE SITES. CONFIRMATION OF PROPER WASTE SITE SHALL BE REQUIRED BY OWNER AS DESCRIBED IN ARCHITECT'S SPECIFICATIONS. REMOVE CONCRETE FOUNDATIONS. REMOVE, SEVER, & PLUG EXISTING SERVICE LINES MINIMUM 2' BELOW GRADE AND BACKFILL AS PER NOTE 9. REMOVE CITY WATER METER SERVICES AND RETURN WATER METERS TO CITY OF HURST.
 - EXISTING FOUNDATION TO BE REMOVED SAME AS NOTE 10 ABOVE.

PREPARED BY:
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 www.wierassociates.com
 Texas Firm Registration No. F-2776

NO.	DATE	DESCRIPTION	BY

PROVISION AT NORTH VALENTINE CITY OF HURST, TX TARRANT COUNTY, TX

DEMOLITION PLAN



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LEGEND

- ONCOR COORDINATION ITEMS. SEE NOTES 1, 2, & 3
- ATMOS COORDINATION ITEMS. SEE NOTE 4
- EXIST. UTILITY LINE TO BE REMOVED
- EXIST. UTILITY LINE TO BE ABANDONED IN PLACE
- CITY PUBLIC DRIVEWAYS TO BE REMOVED & CURB REINSTALLED. SEE NOTES 5 & 6
- CITY PUBLIC SIDEWALK TO BE REMOVED. SEE NOTES 6 & 7
- ONSITE FLATWORK, SIDEWALK, & PARKING TO BE REMOVED. SEE NOTE 8
- ONSITE LIGHT POLES AND FOUNDATION TO BE REMOVED. SEE NOTE 9
- BUILDING FOUNDATION TO BE REMOVED. SEE NOTES 10 & 11
- EXISTING BUILDING AND FOUNDATION TO BE REMOVED. SEE NOTE 10



CAUTION !!!
 UNDERGROUND UTILITIES

EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS ARE BASED ON REFERENCE INFORMATION SUPPLIED BY VARIOUS OWNERS OF THE FACILITIES. THE ENGINEER DOES NOT ACCEPT THE RESPONSIBILITY FOR THE GRAPHICAL REPRESENTATION OF THE UTILITIES SHOWN, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES, BOTH HORIZONTALLY AND VERTICALLY, PRIOR TO CONSTRUCTION, TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED, AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

*** BENCHMARKS ***

BM A - AN "X" CUT ON THE CURB RETURN AT THE SOUTHWEST CORNER OF THE INTERSECTION OF BEDFORD EULESS RD AND VALENTINE ST AND 3 FT SOUTH OF THE WHEELCHAIR RAMP. ELEVATION = 580.50 FT.

BM B - "X" CUT ON THE BACK OF CURB ON THE NORTH SIDE OF BEDFORD EULESS RD AND 100 FT WEST OF YATES DR. ELEVATION = 575.56 FT.

BM C - 3" DISC STAMPED "BM DCRP 0161" IN THE PARKING LOT OF 241 W. BEDFORD EULESS RD, 150 FT SOUTH OF EULESS BEDFORD RD, 70 FT EAST OF VALENTINE ST, AND 50 FT NORTH OF THE BUILDING. ELEVATION = 578.06 FT.

CAUTION!
 EXISTING GAS LINES TO BE REMOVED AS REQUIRED FOR CONSTRUCTION. CONFIRM LINE IS EMPTY (PURGED OF GAS) PRIOR TO CONSTRUCTION. (SEE NOTE 4)

EXCAVATE EXIST. WATER LINE 20' FROM EXIST. GATE VALVE. CLOSE GATE VALVE. SEVER AND PLUG PIPE WITH CONCRETE IN BOTH DIRECTIONS.

REMOVE APPROXIMATELY 200' OF EXISTING SANITARY SEWER SERVICE, ASSOCIATED CLEAN OUT, AND TRENCH BEDDING. BACKFILL TRENCH TO MINIMUM 95% STD PROCTOR DENSITY.

CONTRACTOR TO COORDINATE WITH ONCOR TO REMOVE EXISTING POWER POLE

PLUG END OF 6" VCP WITH CONCRETE. REMOVE TO NORTH AND LEAVE ABANDONED IN PLACE TO THE SOUTH

REMOVE MANHOLE AND BACKFILL TRENCH TO MINIMUM 95% STD PROCTOR DENSITY

REMOVE APPROXIMATELY 322' OF EXISTING 6" VCP AND TRENCH BEDDING. BACKFILL TRENCH TO MINIMUM 95% STD PROCTOR DENSITY.

PLUG 6" VCP ON NORTH SIDE OF MANHOLE WITH CONCRETE AND ABANDON LINE IN PLACE

Show saving these trees on the Grading Plan; however, will depend on SS line demolition and proposed SS construction as to whether or no they can be saved. LS Arch is showing these as removed to account for them in terms of mitigation as conservative approach.



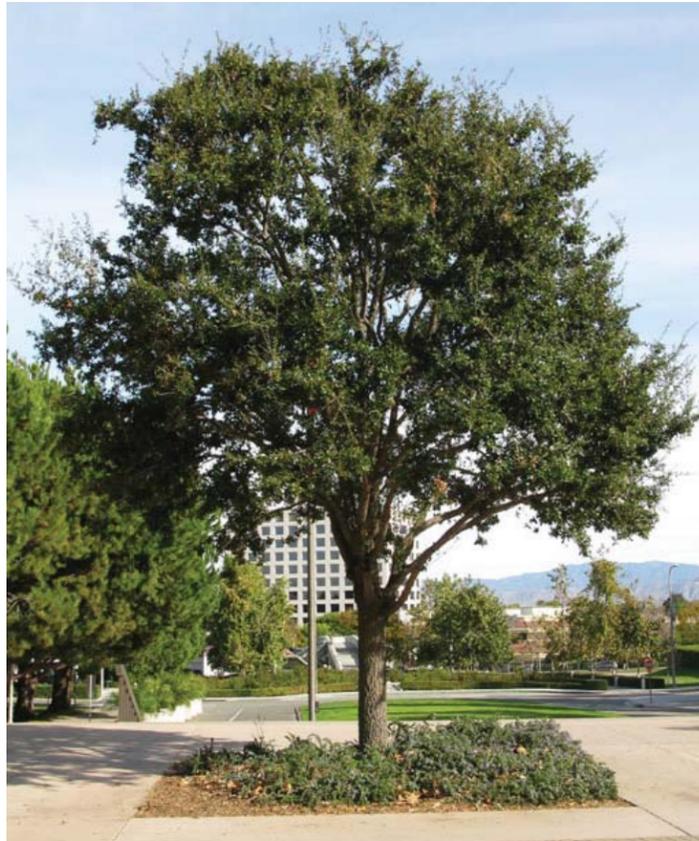
ORNAMENTAL IRON FENCE



CHAIN LINK FENCE



MAIN VEHICULAR ENTRY GATE RENDERING



LIVE OAK



MEXICAN SYCAMORE



SHUMARD OAK



BALD CYPRESS



PLANTING SCREEN



PLANTING SCREEN



TREE ROW



TREE ROW

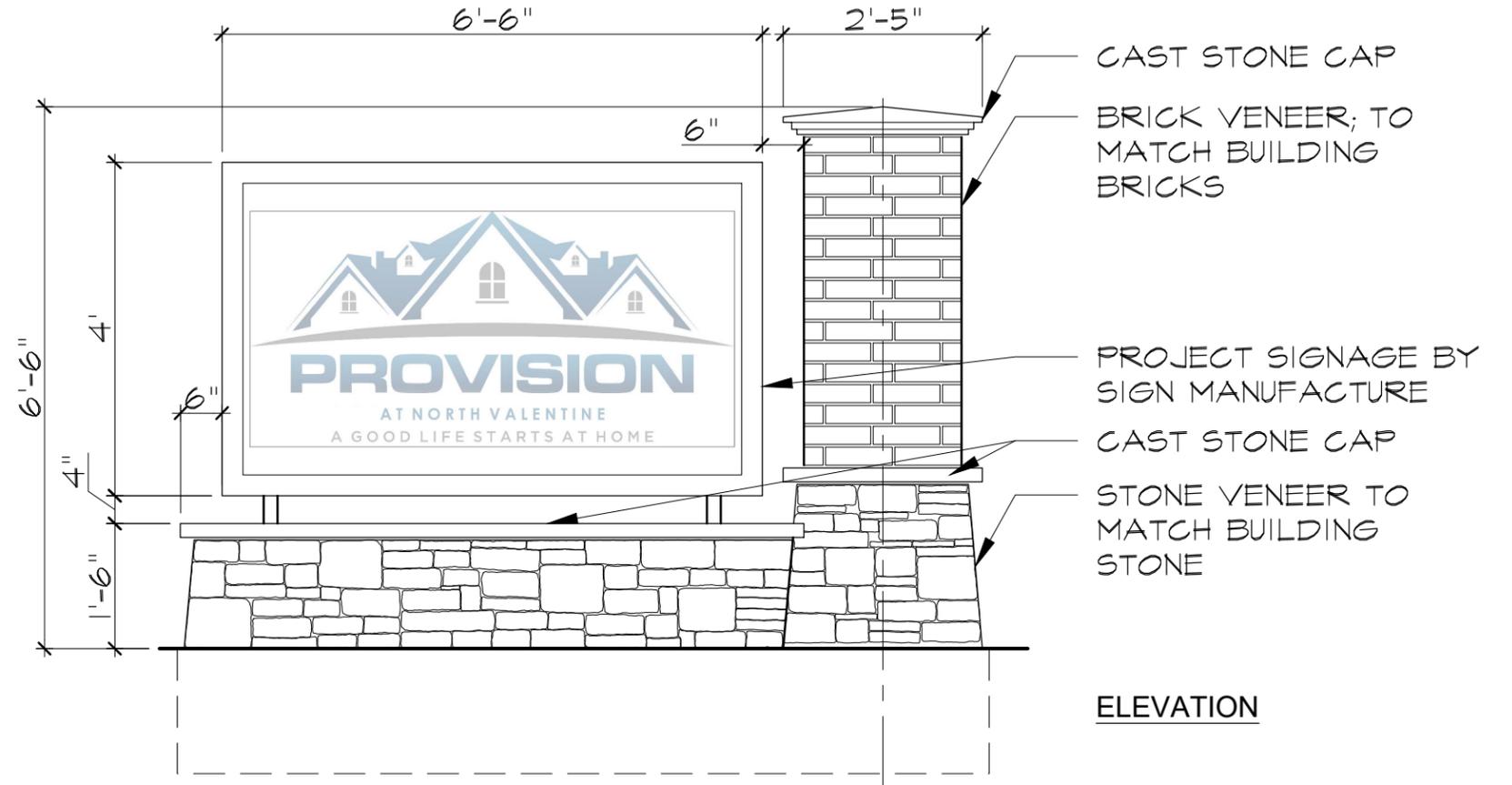
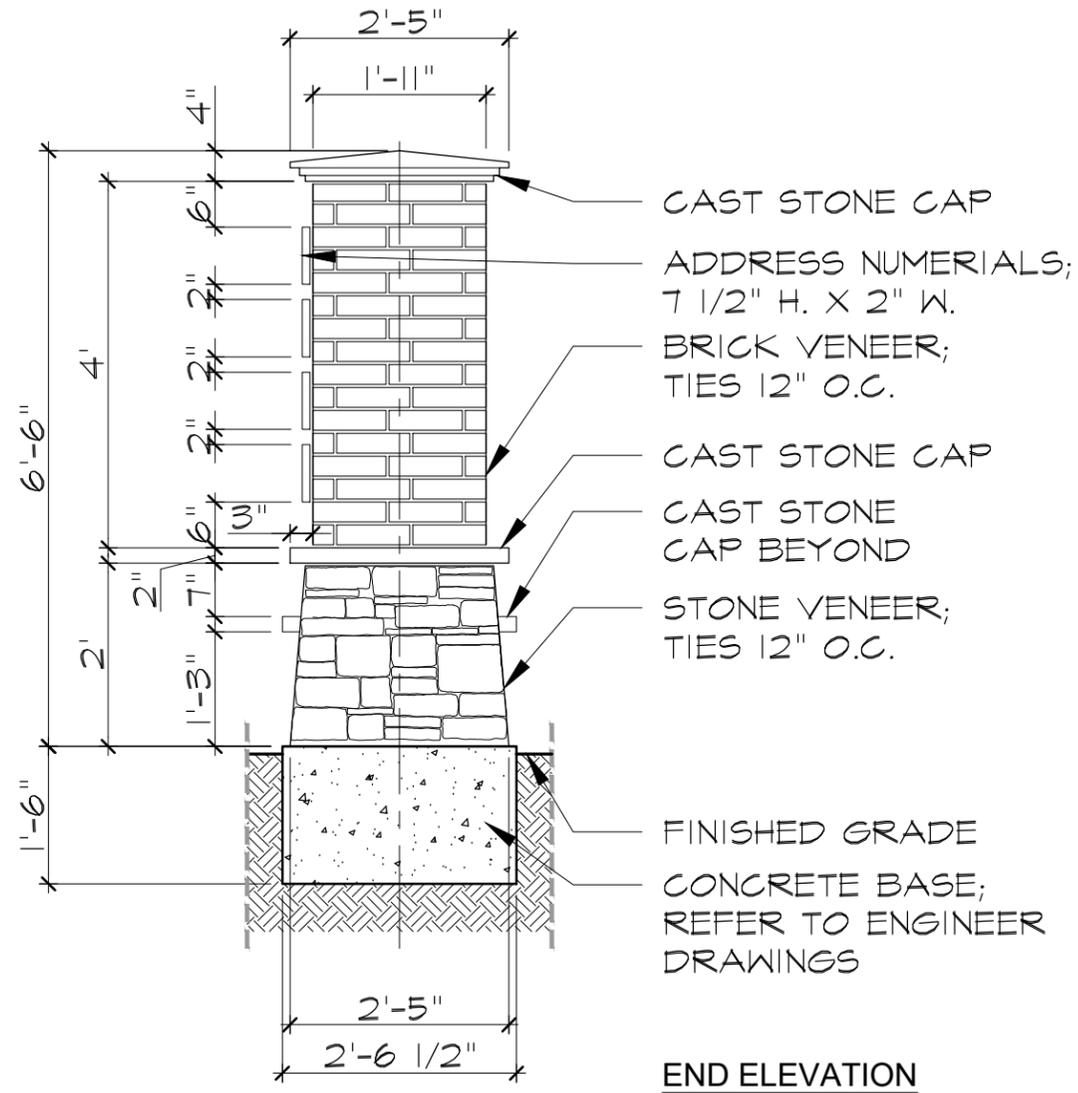


PROVISION AT NORTH VALENTINE



April 11, 2018





Project Sign Elevation

City Council Staff Report

SUBJECT: Consider Resolution 1700 adopting amended City Council Rules of Procedure	
Supporting Documents:	
Resolution 1700 Supporting documents will be provided at the meeting	Meeting Date: 5/8/2018 Department: Legislative and Judicial Services Reviewed by: Rita Frick City Manager Review:
Background/Analysis:	
<p>The City Council has determined the need to amend their Rules of Procedure. The document is a guide for elected City Council and appointed Board, Commission and Committee members that enumerates and clarifies state law and City Charter provisions regulating the conduct and activities of Officers. Issues covered include, but are not limited to, conflict of interest, training and travel, and rules of conduct.</p> <p>After review, Councilmembers discussed amending the procedures to include rules for media / social media communications and additional clarification of the Board, Commission and Committee Chair selection.</p>	
Funding Sources and Community Sustainability:	
There is no fiscal impact for this item. This item is directly representative of the Council’s vision and mission statements along with their goals and priorities.	
Recommendation:	
Staff recommends the City Council approve Resolution 1700 adopting amended City Council Rules of Procedure with Section VII, I (3) becoming effective after the 2018 annual Board, Commission and Committee appointments.	

RESOLUTION 1700

A RESOLUTION ADOPTING AMENDED CITY COUNCIL RULES OF PROCEDURE

WHEREAS, the “City Council Rules of Procedure” reviews various procedures and policies established by state law and city charter that regulate the conduct and activities of the City Council and Board, Commission and Committee members; and

WHEREAS, the Rules of Procedure document was originally adopted by the Hurst City Council on July 22, 1997, amended in 1999 to reflect changes in state law, amended again on March 27, 2001, November 26, 2002, October 28, 2003, February 24, 2004, August 23, 2005, March 26, 2013, January 28, 2014, October 14, 2014, and January 2018; and

WHEREAS, the Rules of Procedure address such areas as standards of conduct, conflict of interest, training and travel, and land ownership among other issues; and

WHEREAS, the Hurst City Council completed a comprehensive review and made appropriate amendments to the Rules of Procedure document and deems it advisable to review and update the document annually to assure compliance with changes in state law and City policy; and

WHEREAS, all constitutional, statutory and legal prerequisites for the passage of this Resolution have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the City Council has determined that it is in the best interest of the health, safety, and welfare of the public to adopt this Resolution.

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

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

Section 2. **THAT** the attached document styled “City Council Rules of Procedure”, Resolution 1700 is hereby adopted as the Rules of Procedure for the City of Hurst.

Section 3: **THAT** the document shall be reviewed annually to assure compliance with state statutes and City policy.

AND SO IT IS RESOLVED.

PASSED AND ADOPTED by a vote of ___ to ___ this the 8th day of May 2018.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Richard Ward, Mayor

Approved as to form and legality:

City Attorney

City Council Staff Report

SUBJECT: Consider approval of Ordinance 2387 authorizing the issuance of City of Hurst Tax and Waterworks and Sewer System Revenue Certificates of Obligation Series 2018

Supporting Documents:

Ordinance 2387

Meeting Date: 5/8/2018

Department: Fiscal Services

Reviewed by: Clayton Fulton

City Manager Review:

Background/Analysis:

During the multi-year financial planning and budget workshops, staff identified the need to replace a portion of the Valley View Branch Wastewater Interceptor. Public Works has prioritized the section from SH 10 to Redbud Lane. The need to make improvements on this section of the line was underscored during a recent heavy rain event where the capacity of the line was overwhelmed and resulted in manhole covers “popping” off and creating some local flooding issues. This project will provide necessary improvements to this section of the line, including increasing this section’s capacity.

As staff progressed in the analysis and design of the project, we determined project costs of approximately \$1.6 million. As various financing options were explored staff identified a program through The Texas Water Development Board (TWDB) and, under Council direction, applied for a Clean Water State Revolving Fund Loan, which includes a 15% reimbursement grant, resulting in a net \$1.36 million Certificate of Obligation.

With the opportunity for combination grant and debt financing through the TWDB, the City is able to take advantage of a projected \$585,000 savings over the 20-year life of the bond. The savings are realized through the 15% grant reimbursement and a below market interest rate.

This project is also eligible for the use of a portion of cash from our impact fee and depreciation funds; however, we are not able to fully cash fund the project and will need to issue some debt to fully fund the project. To ensure staff maximizes the City’s grant opportunity, while simultaneously minimizing our debt service obligations, the City partnered with financial analyst Hilltop Securities to perform a cost benefit analysis

of various funding scenarios. During this analysis, it was discovered that the 15% grant is limited to the amount of debt issued and is not calculated on the total project cost.

As a result, we decrease the State's participation as we increase our local cash contributions. Through the analysis with Hilltop Securities, it was determined that maximizing the grant component provides the greatest economic benefit to the City over the life of the bond. Based upon the current projections, an average annual debt service of \$80,564 is anticipated, leaving the City with additional capacity in current debt service levels. Furthermore, the City has the option to use available cash resources to decrease the City's average annual debt service obligations for this specific issue.

There will be no effect upon the FY 18 budget. Based upon the application, the first payment would not be due until FY 19. Due to existing debt payoff, a reduction of \$193,000 in debt service from FY 18 to FY 19 will occur, creating sufficient debt service capacity to fund the Valley View improvements.

Staff published a notice of intent in the newspaper on April 7 and, again, on April 14, 2018. Bond closing is scheduled on or about June 7, 2018.

Hilltop Securities will be at the meeting for any questions and review the rate received from TWDB.

Funding Sources and Community Sustainability:

Sufficient funding for the loan debt service has been provided for in the Capital Improvements Program for next year. We also have potential cash resources in the impact fee and depreciation funds. Over the next couple of years, other revenue C.O.'s will be paid off and will provide additional capacity for new debt service. Additionally, the City will maximize the 15% grant contribution through the TWDB.

This application through the TWDB for low interest loans to maintain the wastewater system meets the Council's strategic priority of Financial Sustainability and Infrastructure.

Recommendation:

Staff recommends City Council consider adoption of Ordinance 2387 with the following motion:

I move to adopt Ordinance 2387, authorizing the issuance of "City of Hurst, Texas, Tax and Waterworks and Sewer System (Surplus Pledge) Revenue Certificates of Obligation, Series 2018"; and approving and authorizing the execution of a Paying Agent/Registrar Agreement in relation to such obligations and the approval and distribution of an Official Statement.

ORDINANCE NO. 2387

CERTIFICATE ORDINANCE

\$1,360,000
CITY OF HURST, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (SURPLUS PLEDGE) REVENUE
CERTIFICATES OF OBLIGATION
SERIES 2018

Adopted: May 8, 2018

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ORDINANCE NO. 2387

AN ORDINANCE authorizing the issuance of "CITY OF HURST, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (SURPLUS PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2018"; providing for the payment of such certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a pledge of the surplus net revenues derived from the operation of the City's combined Waterworks and Sewer System; providing the terms and conditions of such certificates; and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of such Certificates, including the approval and execution of a Paying Agent/Registrar Agreement and an Escrow Agreement; and providing an effective date.

WHEREAS, pursuant to an application filed with the Texas Water Development Board (the "Board"), the City has received a loan commitment from the Board for financial assistance in the amount of \$1,360,000 to finance the costs of certain wastewater system improvements, and such financial assistance is to be evidenced by the Board's purchase of certificates of obligation payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and a pledge of the Net Revenues (as defined in Section 10 hereof) of the City's Waterworks and Sewer System; and

WHEREAS, notice of intention to issue such certificates of obligation (stating the time and place the Council proposed to authorize the issuance of such certificates, the maximum amount proposed to be issued, the purpose thereof and the manner in which the Council proposed to provide for the payment of such certificates) has been published in the *Fort Worth Star Telegram*, a newspaper hereby found to be of general circulation in the City of Hurst, Texas, on April 6, 2018 and April 13, 2018, the date of the first publication being at least thirty-one (31) days prior to the tentative date stated in said notice for the passage of the ordinance authorizing the certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice and bearing valid petition signatures of 5% or more of the qualified electors of the City, has been presented to or filed with the City Secretary on or prior to the date of the passage of this ordinance; and

WHEREAS, pursuant to authority conferred by the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, the City Council hereby finds and determines the certificates of obligation described in such notice should be authorized for issuance and delivery to the Board at this time in the amount and manner hereinafter provided; now, therefore,

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

SECTION 1: Authorization, Designation, Principal Amount, Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$1,360,000, to be designated and bear the title "CITY OF HURST, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (SURPLUS PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2018" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) wastewater system improvements and

(ii) professional services rendered in relation to such project and the financing thereof, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Date. The Certificates shall be issued as fully registered obligations, shall be dated May 15, 2018 (the "Certificate Date") and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on August 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
2019	60,000	0.130
2020	65,000	0.280
2021	65,000	0.410
2022	65,000	0.520
2023	65,000	0.640
2024	65,000	0.750
2025	65,000	0.830
2026	65,000	0.910
2027	65,000	0.980
2028	65,000	1.040
2029	65,000	1.110
2030	70,000	1.170
2031	70,000	1.230
2032	70,000	1.280
2033	70,000	1.340
2034	70,000	1.400
2035	75,000	1.440
2036	75,000	1.470
2037	75,000	1.500
2038	75,000	1.530

The Certificates shall bear interest on the unpaid principal amount from the date of delivery to the initial purchaser (which date shall be the registration date appearing on the "Registration Certificate of Paying Agent/Registrar" typed or printed on the global Certificates deposited with The Depository Trust Company ("DTC") and noted in the records of the Paying/Agent Registrar) at the rate(s) per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Certificates shall be payable on February 15, 2019, and each February 15 and August 15 thereafter until maturity or prior redemption.

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

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

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities, or on a date of earlier redemption thereof, only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. Provided, however, while the Board is the registered owner of the Certificates, payments on the Certificates shall be made by wire transfer without expense to the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

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

SECTION 4: Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after August 15, 2029, shall be subject to redemption prior to maturity, at the option of the City, in whole or in part (in inverse order of Stated Maturity, if less than all the Outstanding Certificates are to be

redeemed) in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on August 15, 2028, or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

(b) Exercise of Redemption Option. At least forty-five (45) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor.

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

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

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

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

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

Upon surrender of any Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates, executed on behalf of, and furnished by, the City, of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holders, Certificates may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange. upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of, and furnished by the City, to the Holder requesting the exchange.

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

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

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to Section 23 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

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

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

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

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

The City agrees it will not discontinue its use of the DTC Book-Entry-Only System with respect to the Certificates without prior notice to and consent from the Board while the Board is the Holder of any of the Certificates.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of said individuals who are or were the proper officers of the City on the date of adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or any of them shall cease to hold such offices prior to the delivery of the Certificates to the initial purchaser, and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

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

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount stated in Section

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

SECTION 9: Forms.

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

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

(b) Form of Definitive Certificates.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF HURST, TEXAS,
TAX AND WATERWORKS AND SEWER SYSTEM (SURPLUS PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2018

Certificate Date: May 15, 2018 Interest Rate: _____% Stated Maturity: August 15, 20__ CUSIP NO: _____

Registered Owner:

Principal Amount:

The City of Hurst (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount stated above (or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the date of the delivery of the Certificates to the initial purchaser at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2019, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or on a date of earlier redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$1,360,000 (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) wastewater system improvements and (ii) professional services rendered in relation to such project and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Certificates maturing on and after August 15, 2029 may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part (in inverse order of Stated Maturities, if less than all the Outstanding Certificates are to be redeemed) in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar),

on August 15, 2028 or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

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

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

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and are additionally payable from and secured by a lien on and pledge of the Net Revenues (as defined in the Ordinance) of the City's Waterworks and Sewer System (the "System"), such lien and pledge, however, being junior and subordinate to the lien on and pledge of such Net Revenues securing the payment of the "Prior Lien Obligations" (identified and defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations without limitation as to principal amount but subject to any applicable terms, conditions or restrictions under law or otherwise as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

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

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

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

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

registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

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

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

By: _____
Authorized Signature

Registration Date:

(e) Form of Assignment.

ASSIGNMENT

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

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

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

DATED:

Signature guaranteed:

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

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

Heading and first paragraph shall be modified to read as follows:

REGISTERED
NO. T-1

REGISTERED
\$1,360,000

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF HURST, TEXAS,
TAX AND WATERWORKS AND SEWER SYSTEM (SURPLUS PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2018

Certificate Date: May 15, 2018

Registered Owner: TEXAS WATER DEVELOPMENT BOARD

Principal Amount: ONE MILLION THREE HUNDRED SIXTY THOUSAND DOLLARS

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

<u>YEAR</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
-------------	-----------------------------------	--------------------------

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the date of the delivery to the initial purchaser at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2019, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), only upon presentation and surrender of this Certificate to its designated offices in East Syracuse, New York (the "Designated Payment/Transfer Office"), or its successor. Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/ Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

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

(a) The term "Additional Obligations" shall mean tax and revenue obligations hereafter issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, or other law and payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Net Revenues of the System on a parity with and of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

(b) The term "Certificates" shall mean the \$1,360,000 "City of Hurst, Texas, Tax and Waterworks and Sewer System (Surplus Pledge) Revenue Certificates of Obligation, Series 2018" authorized by this Ordinance.

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

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

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

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

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

(h) The term "Maintenance and Operating Expenses" shall mean all current expenses of operating and maintaining the System as authorized by the provisions of Texas Government Code, Chapter 1502, as amended, including but not limited to, all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would

otherwise impair obligations payable from Net Revenues shall be deducted in determining Net Revenues. Depreciation charges shall not be considered Maintenance and Operating Expenses. Maintenance and Operating Expenses shall include payments under contracts for the purchase of water supply, treatment of sewage or other materials, goods or services for the System to the extent authorized by law and the provisions of such contract.

(i) The term "Net Revenues" for any period shall mean the Gross Revenues of the System, with respect to any period, after deducting the System's Maintenance and Operating Expenses during such period.

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

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

(2) those Certificates paid in accordance with the provisions of Section 24 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 23 hereof.

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

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

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2018 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND" (the "Certificate Fund"), and all moneys deposited to the credit of such Fund shall be kept and maintained in a special banking account at a depository of the City. The Mayor, Mayor Pro Tem, City Manager, Executive Director of Strategic & Fiscal Services, Managing Director of Finance

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

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

SECTION 12: Tax Levy.

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

(b) Notwithstanding the provisions of paragraph (a) above of this Section 12:

(1) if Net Revenues of the System hereinafter pledged to the payment of the Certificates or any other legally available funds are actually on deposit in the Certificate Fund in advance of the time ad valorem taxes are scheduled to be levied for any year, then the amount of taxes otherwise required to be levied and collected for such year pursuant to (a) above may be reduced to the extent and by the amount of the funds then on deposit in the Certificate Fund; or

(2) if the City's annual budget provides for the Net Revenues of the System to pay the Debt Service Requirements of the Certificates to become due and payable during the budget year thereby reducing the amount of ad valorem taxes to be levied in such year for the Certificates, then:

(i) The City shall transfer and deposit in the Certificate Fund each month an amount of not less than 1/12th of the annual Debt Service Requirements on the Certificates until the amount

accumulated and maintained in the Certificate Fund equals the amount required for the full payment of the Debt Service Requirements on the Certificates then Outstanding; and provided further, save and except for required payments to the special funds maintained for the payment of the Prior Lien Obligations and Additional Obligations, if issued, the City shall not transfer any Net Revenues from the System Fund to any fund of the City other than the Certificate Fund until such time as an amount equal to the annual Debt Service Requirements for the Certificates for the then current fiscal year has been deposited in the Certificate Fund;

(ii) Each year while the Certificates are Outstanding, and prior to the time of the annual ad valorem tax rate is established and levied by the City, the City shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient Net Revenues of the System and/or ad valorem tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Certificate Fund for the payment of the Certificates; and

(iii) The City shall at all times maintain and collect sufficient rates and charges for water and sewer services in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System that produce Net Revenues in an amount not less than 1.10 times the debt service payments for all outstanding water or sewer system revenue bonds of the City and other obligations of the City which are secured in whole or in part by a pledge of the revenues of the System for which the City is budgeting the repayment of such obligations from the revenues of the System, or the City shall provide documentation which evidences the levy of an ad valorem tax rate dedicated to the payment of the Certificates, in conjunction with any other legally available funds other than revenues of the System, sufficient for the repayment of System debt service requirements.

SECTION 13: Pledge of Surplus Net Revenues. The City hereby covenants and agrees that, subject only to a prior lien on and pledge of the Net Revenues of the System for the payment and security of Prior Lien Obligations, the Net Revenues of the System, with the exception of those in excess of the amounts required to be deposited to the Certificate Fund as hereafter provided, are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Certificates and Additional Obligations, if issued, and the pledge of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System in accordance with the terms and provisions hereof and be valid and binding without further action by the City and without any filing or recording except for the filing of this Ordinance in the records of the City.

Texas Government Code, Chapter 1208, as amended, applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended

at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

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

First: To the payment of all necessary and reasonable Maintenance and Operating Expenses of the System as defined herein or required by statute to be a first charge on and claim against the Gross Revenues thereof.

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

Third: To the payment, equally and ratably, of the amounts required to be deposited in the special funds and accounts created and established for the payment of the Certificates and Additional Obligations.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be used for the redemption of the Certificates or may be transferred to the general fund of the City and used for general or special purposes.

SECTION 15: Deposits to Certificate Fund. The City hereby covenants and agrees to cause to be deposited to the credit of the Certificate Fund prior to each principal and interest payment date for the Certificates from the pledged Net Revenues of the System in the System Fund, after the deduction of all payments required to be made to the special Funds or accounts created for the payment and security of the Prior Lien Obligations, the amounts contemplated and in the time and manner specified in Section 12(b) hereof to enable the City to reduce the annual ad valorem tax levy for the payment of the Certificates; provided, however, each year the annual tax levy pursuant to Section 12 hereof is sufficient to pay in full the principal and interest on the Certificates, no deposits to the Certificate Fund from the Net Revenues of the System shall be required.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with, and secured in the manner and to the fullest extent required by, the laws of Texas for the security of public funds, including the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, and the Public Funds

Collateral Act, Texas Government Code, Chapter 2257, as amended. Moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance

SECTION 17: Maintenance of System - Insurance. While the Certificates remain Outstanding, the City covenants and agrees to maintain and operate the System with all possible efficiency and to maintain casualty and other insurance on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in the State of Texas engaged in a similar type business; and that it will faithfully and punctually perform all duties and comply with all license and regulatory requirements imposed by state and federal laws with respect to the operation and maintenance of the System.

SECTION 18: Records and Accounts - Annual Audit. The City further covenants and agrees that so long as any of the Certificates remain Outstanding, it will keep and maintain accurate and complete records and accounts pertaining to the operations of the System in which complete and correct entries shall be made of all transactions relating thereto. The Holders of the Certificates or any duly authorized agent or agents of such Holders shall have the right to inspect the System and all properties comprising the same. The City further agrees that following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants.

SECTION 19: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the owner or owners of any of the Certificates shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 20: Special Covenants. The City hereby further covenants as follows:

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

(b) Other than for the payment of the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

SECTION 21: Issuance of Prior Lien Obligations/Additional Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law

or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue Additional Obligations payable, in whole or in part, from the Net Revenues of the System and, to the extent provided, secured by a lien on and pledge of the Net Revenues of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

SECTION 22: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 23: Mutilated - Destroyed - Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

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

SECTION 24: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Net Revenues of the System under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or applicable redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government

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

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

SECTION 25: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders of the Certificates from time to time, be binding on the City, and shall not be amended or repealed by the City while any Certificates remain Outstanding except as permitted in this Section and in Section 41 hereof. The City, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders of the Certificates, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 26: Covenants to Maintain Tax-Exempt Status.

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

"*Closing Date*" means the date on which the Certificates are first authenticated and delivered to the initial purchaser against payment therefor.

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

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

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

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

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

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

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

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

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause interest on (1) any Certificate issued hereunder or (2) any series of bonds or obligations issued or incurred by the Board or the Texas Water Resources Finance Authority to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

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

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

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

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

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

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

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

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

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

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain

such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

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

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

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

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

(k) Nonpurpose Investments. No portion of the proceeds of the Certificates will be used, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire Nonpurpose Investments which produce a yield materially higher than the yield on the Board's bonds that were issued to provide financing for the Certificates (the "Source Series Bonds"), other than Nonpurpose Investments acquired with:

(1) proceeds of the Board's Source Series Bonds invested for a reasonable temporary period of up to three (3) years (reduced by the period of

investment by the Board) until such proceeds are needed for the facilities to be financed;

(2) amounts invested in a bona fide debt service fund, within the meaning of § 1.148-1(b) of the IRS Regulations; and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Certificates, 125% of average annual debt service on the Certificates, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Certificates.

SECTION 27: Confirmation of Sale. The sale of the Certificates to the Texas Water Development Board (the "Purchasers" or the "Board") at the price of par, less a loan origination fee of 1.75% pursuant to a loan commitment received from the Purchasers, is hereby confirmed and determined to be in the best interest of the City. Delivery of such Certificates shall be made to said Purchasers as soon as may be after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale, which terms the City has determined and does determine to be in the City's best interests.

SECTION 28: Compliance with State Revolving Loan Fund Rules. In compliance with the State Revolving Loan Fund Permanent Rules of the Board, the City agrees and covenants:

(a) to keep and maintain full and complete records and accounts pertaining to the construction of the project financed with the proceeds of sale of the Certificates, including the construction fund account created below, in accordance with the standards set forth by the Government Accounting Standards Board;

(b) to create and establish at an official depository of the City a "Special 2018 City of Hurst Loan Construction Fund" (the "Construction Fund") for the receipt and disbursement of all proceeds from the sale of the Certificates and all other funds acquired by the City in connection with the planning and construction of the projects financed, in whole or in part, by the Board pursuant to a loan evidenced by the Certificates and all funds deposited to the credit of the Construction Fund shall be disbursed only for the payment of costs and expenses incurred in connection with the planning and building of such projects as approved by the Board and as otherwise allowed by the rules;

(c) upon completion of the construction of the projects financed, in whole or in part, by the loan evidenced by the Certificates:

(1) To the extent there are unused funds remaining and enhancements to the projects financed are needed or desired to be paid with the proceeds of the Certificates, the City shall request such enhancements be authorized by the Executive Administrator, or

(2) If the City determines that no enhancements are needed or if no enhancements are authorized by the Executive Administrator, the City agrees to provide to the Board a final accounting of the total costs of the projects. If the projects as finally completed were built at a total cost less than the amount of available funds for building the projects, then the City may use such surplus proceeds of the Certificates remaining after completion of the projects for the following purposes as approved by the Executive

Administrator: (1) to redeem Certificates, in inverse annual order of stated maturities or (2) to deposit into the Certificate Fund for the payment of interest or principal on the Certificates. In determining the amount of available funds for building the project, the City agrees to account for all amounts deposited to the credit of the Construction Fund, including all loan funds extended by the Board, all other funds available from the projects as described in the project engineer's or fiscal representative's sufficiency of funds statement and all interest earned by the City on money in the Construction Fund;

(d) to provide funds statement and all interest earned by the City on money in the Construction Fund;

(e) to maintain adequate insurance coverage customarily maintained by municipal corporations on the projects financed with the proceeds of the Certificates in amounts adequate to protect the Board's interest;

(f) to maintain current, accurate and complete records and accounts necessary to demonstrate compliance with financial assistance related legal and contractual provisions;

(g) to implement any water conservation program required by the Board until all financial obligations to the State have been discharged;

(h) to comply with any special conditions specified by the Board's environmental determination until all financial obligations to the State have been discharged;

(i) to abide by the Board's rules and relevant state statutes, including the Texas Water Code, Chapters 15, 16 and 17;

(j) to furnish a copy of each annual audit (prepared in accordance with generally accepted accounting principles) to the Texas Water Development Board, Attention: Executive Administrator, not later than 180 days following the close of the Fiscal Year;

(k) that proceeds of the Certificates shall not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the project site. To the extent permitted by law, the City agrees to indemnify, hold harmless and protect the Board from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project;

(l) that the use of Certificate proceeds will meet the requirements of Section 513 of the Federal Water Pollution Control Act 33 U.S.C. 1372 as it applies to the construction of treatment works funded in whole or part with financial assistance from the State Revolving Fund.

(m) that all laborers and mechanics employed by contractors and subcontractors for projects shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations; the City and all contractors and sub-contractors retained by the City with respect to the project financed by the Certificates shall require that that all project contracts mandate compliance with Davis-Bacon Act. All contracts and subcontracts for the construction of the project carried out in whole or in part with financial assistance made available

from the Board as provided herein shall insert in full in any contract in excess of \$2,000 the contracts clauses as provided by the Board;

(n) to abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States of America, as required by the 31 TAC § 371.4 and related State Revolving Fund Policy Guidelines, unless the City has requested and obtained a waiver from EPA pertaining to the project;

(o) the City will not use any portion of the proceeds of the Certificates in a manner that would cause the Certificates to become "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder;

(p) neither the City nor a related party thereto will acquire any of the Source Series Bonds in an amount related to the amount of the Certificates to be acquired from the City by the Board;

(q) that all proceeds of the Certificates will be timely and expeditiously used, as required by 40 CFR § 35.3135(d) and the City will adhere to the approved project schedule;

(r) that the Board may exercise all remedies available to it in law or equity, and any provision of the Certificates that restricts or limits the Board's full exercise of these remedies shall be of no force and effect;

(s) that, prior to any action by the City to convey the project (including the related obligation to repay the Certificates) to another entity, the conveyance and assumption must be approved by the Board; the City notify the Board's Executive Administrator prior to taking actions to alter the City's legal status in any manner, including any transfer of substantially all of its assets to another entity;

(t) that the City will not acquire any of the Board's bonds that were issued to provide financing for the Certificates in the amount of the Certificates to be acquired from the City by the Board;

(u) that the City shall provide the Board with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252 (the "FFATA Act") and, pursuant to the FFATA Act, the City shall obtain a Data Universal Numbering System ("DUNS") Number and shall register with System for Award Management ("SAM"), and maintain current registration at all times while the Certificates are outstanding; and

(v) to maintain project accounts containing financial assistance for planning, design, acquisition or construction, as applicable, in accordance with generally accepted accounting principles (GAAP).

(w) Prior to the release of Certificate proceeds to pay for professional consultants including but not limited to the engineer, financial advisor and bond counsel related to the Certificates and the Project, the City shall provide documentation that it has met all applicable state procurement requirements as well as all federal requirements under the Disadvantaged Business Enterprises program.

SECTION 29: Proceeds of Sale. (a) Immediately following the delivery of the Certificates to the Purchasers, the proceeds of sale (less amounts to pay costs of issuance) shall be deposited in an account to be maintained at The Bank of New York Mellon Trust Company, N.A. (the "Escrow Agent") and held in escrow pending written authorization to release said moneys. An "Escrow Agreement" by and between the City and the Escrow Agent providing for the deposit, safekeeping and administration of such funds pending their release from escrow is attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes, and such Escrow Agreement is hereby approved as to form and content. The Mayor and Mayor Pro Tem and City Secretary of the City are hereby authorized and directed to execute such Agreement for and on behalf of the City and as the act and deed of the City Council.

Upon the release of funds from such escrow account maintained pursuant to the "Escrow Agreement", the released amount shall be deposited to the credit of the Construction Fund. Pending expenditure for authorized projects and purposes, the amounts deposited to the credit of the Construction Fund may be invested in accordance with laws of the State and investment policies and guidelines of the City for such type funds, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. All surplus proceeds of sale of the Certificates, including investment earnings, remaining in the Construction Fund after completion of all authorized projects or purposes and after satisfying the requirements of Section 24 hereof shall be deposited to the credit of the Certificate Fund.

(b) As provided in the Escrow Agreement, the proceeds of sale of the Certificates are held in escrow shall only be invested in investments that are authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

(c) As provided in the Escrow Agreement, the proceeds of sale of the Certificate held in escrow pursuant to the Escrow Agreement and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of the Escrow Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, as amended.

SECTION 30: Control and Custody of Certificates. The Mayor or Mayor Pro Tem of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

SECTION 31: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying

Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 32: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 33: Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, Bond Counsel to the City, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC. An executed counterpart of such opinion shall accompany the global certificates deposited with DTC.

SECTION 34: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 35: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 36: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 37: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 38: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 39: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 40: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application

thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 41: Continuing Disclosure Undertaking.

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

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB within twelve months after the end of each fiscal year, beginning in or after 2018, audited financial statements of the City. If audited financial statements are not available by the required time, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited statements become available. Any financial statements so provided shall be prepared in accordance with the generally accepted accounting principles as applicable to governmental units as prescribed by the Government Accounting Standards Board, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation.

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

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

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

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

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

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

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

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

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

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

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

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

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

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

SECTION 42: Further Procedures. The Mayor, Mayor Pro Tem, City Manager, Executive Director of Strategic & Fiscal Services and City Secretary of the City and all other officers, employees and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal of the City and on behalf of the City all agreements, instruments, or such other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Certificates, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Executive Director of Strategic & Fiscal Services and City Secretary, of the City and its Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance: (i) in order to cure any technical ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General or his representative to obtain the approval of the Certificates by the Attorney General and if such officer

or counsel determines that such ministerial changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 43: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 44: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 45: Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

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PASSED AND ADOPTED, this May 8, 2018.

CITY OF HURST, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

**Exhibit A
to
Ordinance**

PAYING AGENT/REGISTRAR AGREEMENT

**Exhibit B
to
Ordinance**

ESCROW AGREEMENT

City Council Staff Report

SUBJECT: Consider approval of Resolution 1698 authorizing execution of a Principal Forgiveness Agreement between the Texas Water Development Board (TWDB) and the City of Hurst

Supporting Documents:

Resolution 1698

Meeting Date: 5/8/2018

Department: Fiscal Services

Reviewed by: Clayton Fulton

City Manager Review:

Background/Analysis:

In the process of applying to the TWDB for funding of the Valley View improvements, it was discovered the City is eligible for a grant component that would reduce the debt issue by \$235,800. In order to realize the benefit of the grant, the City is required to execute a separate grant agreement with TWDB.

As discussed in the report on the issuance of the CO's to fund the project, the grant is a critical aspect of the City's financial plan for the improvements and reduces the overall debt issuance.

It is also evident that this is a critical project to continue to maintain and improve key infrastructure. The project was identified during the multi-year financial planning and budget work sessions and Public Works prioritized the section from SH 10 to Redbud Lane. The need to make improvements upon this section of the line was underscored during a recent heavy rain event where the capacity of the line was overwhelmed and resulted in manhole covers "popping" off and creating some local flooding issues. This project will provide necessary improvements to this section of the line, including increasing the section's capacity.

Funding Sources and Community Sustainability:

No funding is required to secure the grant; however, the grant is tied to the TWDB CO's that are being considered. The funding for the debt service is available through decreasing debt service requirements in the FY 19 budget and the grant will reduce the annual debt service required for this project.

Additionally, the application through the TWDB for low interest loans to maintain the City's wastewater system meets the Council's strategic priority of Financial Sustainability and Infrastructure.

Recommendation:

Staff recommends City Council approve Resolution 1698 authorizing execution of a Principal Forgiveness Agreement between the Texas Water Development Board and the City of Hurst.

RESOLUTION 1698

A RESOLUTION authorizing the execution of a Principal Forgiveness Agreement between the Texas Water Development Board and the City of Hurst, Texas and an Escrow Agreement relating thereto

WHEREAS, the Texas Water Development Board (the "TWDB") adopted Resolution No. 18-017 on February 15, 2018 (the "TWDB Resolution") making a commitment to provide financial assistance to the City of Hurst, Texas, (the "City") in the amount of \$1,595,800 from the Clean Water State Revolving Fund to finance wastewater system improvements; and

WHEREAS, in connection with such commitment, the TWDB determined that the City qualifies for a subsidy as a disadvantaged community and agreed, pursuant to the TWDB Resolution, to provide a loan in the amount of \$1,595,800 to the City (evidenced by the issuance of the \$1,360,000 "City of Hurst, Texas, Tax and Waterworks and Sewer System (Surplus Pledge) Revenue Certificates of Obligation, Series 2018" authorized pursuant to an ordinance adopted on the date hereof) and further agrees that \$235,800 will be forgiven upon execution of a Principal Forgiveness Agreement; and

WHEREAS, the City Council hereby finds and determines that (1) the Principal Forgiveness Agreement between the City and the TWDB substantially in the form and content of **Exhibit A** attached hereto and (2) the Escrow Agreement substantially in the form and content of **Exhibit B** attached hereto should be approved and authorized to be executed; now, therefore,

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

(a) The form of Principal Forgiveness Agreement between the TWDB and the City of Hurst attached hereto as **Exhibit A** and incorporated herein for all purposes is hereby approved for and on behalf of the City as to form and content, and such agreement in substantially the form and substance attached hereto, together with such changes or revisions as the City Manager or Executive Director of Strategic & Fiscal Services may deem necessary to accomplish the financing contemplated, is hereby authorized to be executed by the City Manager or Executive Director of Strategic & Fiscal Services for and on behalf of the City and as the act and deed of this City Council; and such Principal Forgiveness Agreement as executed by such officials shall be deemed approved by this City Council and constitute the agreement herein approved

(b) Upon receipt, the principal forgiveness proceeds shall be deposited in an account to be maintained at The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Escrow Agent") and held in escrow pending written authorization to release such moneys. The Escrow Agreement between the Escrow Agent and the City attached hereto as **Exhibit B** and incorporated herein for all purposes is hereby approved for and on behalf of the City as to form and content, and such agreement in substantially the form and substance attached hereto, together with such changes or revisions as the Mayor and/or City Secretary may deem necessary to accomplish the financing contemplated, is hereby authorized to be executed by the Mayor or Mayor Pro Tem for and on behalf of the City and as the act and deed of this City Council; and such Escrow Agreement as executed by such officials shall be deemed approved by this City Council and constitute the Escrow Agreement herein approved.

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

(d) This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this May 8, 2018.

CITY OF HURST, TEXAS

Mayor

ATTEST:

City Secretary

(Seal)

EXHIBIT A

**PRINCIPAL FORGIVENESS AGREEMENT
BETWEEN THE TEXAS WATER DEVELOPMENT BOARD
AND THE CITY OF HURST**

EXHIBIT B
ESCROW AGREEMENT

City Council Staff Report

SUBJECT: Consider Resolution 1699 denying Oncor Electric Delivery Company LLC's Application for Approval of a Distribution Cost Recovery Factor (DCRF)

Supporting Documents:

Meeting Date: 5/8/2018
Department: Fiscal Services
Reviewed by: Clayton Fulton
City Manager Review:

Background/Analysis:

On April 5, 2018, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an Application for Approval of a Distribution Cost Recovery Factor ("DCRF") to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of \$19,002,177.

The primary purpose of Resolution 1699 is to deny the DCRF application; however, the resolution also authorizes the City to join with the Steering Committee of Cities Served by Oncor ("OCSC") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Funding Sources and Community Sustainability:

No funding is required for this resolution. The resolution presented for consideration is consistent with the Council's strategic plan and the Hurst Way. Hurst has retained original jurisdiction over utility rate requests, in so doing, the City is able to provide greater customer service by having a voice in the negotiations related to utility rate requests.

Recommendation:

Staff recommends City Council approve Resolution 1699 denying Oncor Electric Delivery Company, LLC's Distribution Cost Recovery Factor application.

RESOLUTION 1699

A RESOLUTION OF THE CITY OF HURST, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL OF A DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

WHEREAS, the City of Hurst, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("OCSC"), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about April 5, 2018 Oncor filed with the City an Application for Approval of a Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 48231, seeking to increase electric distribution rates by approximately \$19,002,177; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, Cities are coordinating its review of Oncor's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, Cities members and attorneys recommend that members deny the DCRF.

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

Section 1. **THAT** the City is authorized to participate with Cities in PUC Docket No. 48231.

Section 2. **THAT** subject to the right to terminate employment at any time, the City of hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct

any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. **THAT** the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 4. **THAT** the Company shall continue to charge its existing rates to customers within the City.

Section 5. **THAT** the City’s reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.

Section 6. **THAT** it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7. **THAT** a copy of this Resolution shall be sent to Stephen N. Ragland, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, General Counsel to the Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this _____ day of _____ 2018.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Richard Ward, Mayor

Approved as to form and legality:

City Attorney

City Council Staff Report

SUBJECT: Consider Resolution 1701 confirming the sale of the unimproved Lot 9R, Block 8, Woodcrest Addition Section 4, in the City of Hurst, Tarrant County Texas

Supporting Documents:

Resolution 1701

Meeting Date: 5/8/2018

Department: Finance/Purchasing

Reviewed by: Jerry Lewandowski

City Manager Review:

Background/Analysis:

This surplus land was deeded to the City of Hurst, in 2016, by the State of Texas and the City wishes to sell this lot. The lot was posted for auction and advertised to the public according to the Texas Local Government Code and has received a bid greater than the minimum bid established by a professional appraisal. All bid documents received by the bidder were reviewed by the City Attorney and appear to be in order.

Funding and Sources and Community Sustainability:

The high bidder has offered to pay for the property in cash and will result in revenue to the City. This action supports the Strategic Plan and Hurst Way through eliminating a parcel of land the City does not need and realizing an economic benefit from an asset that is no longer necessary. It aligns with our efforts at financial sustainability, stewardship, and customer service.

Recommendation:

It is recommended City Council approve Resolution 1701 confirming the sale of the unimproved Lot 9R, Block 8, Woodcrest Addition Section 4, in the City of Hurst, Tarrant County Texas, and authorizing the city manager to execute said sale.

RESOLUTION 1701

A RESOLUTION CONFIRMING THE SALE OF LOT 9R, BLOCK 8, WOODCREST ADDITION, SECTION 4, TO THE HIGH BIDDER AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID SALE

WHEREAS, the City of Hurst assumed jurisdiction of a tract of land from the State of Texas, more particularly described in the attached Exhibit "A"; and

WHEREAS, the City of Hurst desired to sell said tract of land in a public auction as allowed by Texas law; and

WHEREAS, Whereas, the City of Hurst received a high bid, dated April 4, 2018, in the amount of \$41,200 from Daniel and Yara Phillip for the said tract of land pursuant to said public auction.

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

Section 1. THAT the City Council of the City of Hurst confirms the sale of said track of land to said high bidder in said public auction and hereby authorizes City staff and the City Attorney to execute any legal documents necessary to complete the said sale of said tract of land to said high bidder in exchange for said high bid.

AND IT IS SO RESOLVED.

Approved this the 8th day of May 2018 by a vote of to .

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

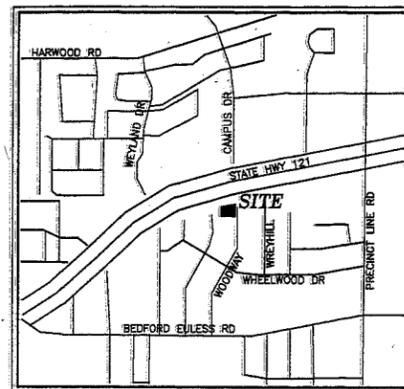
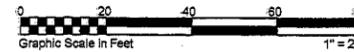
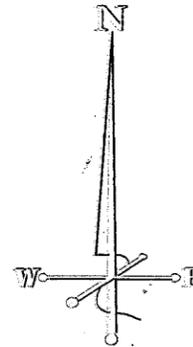
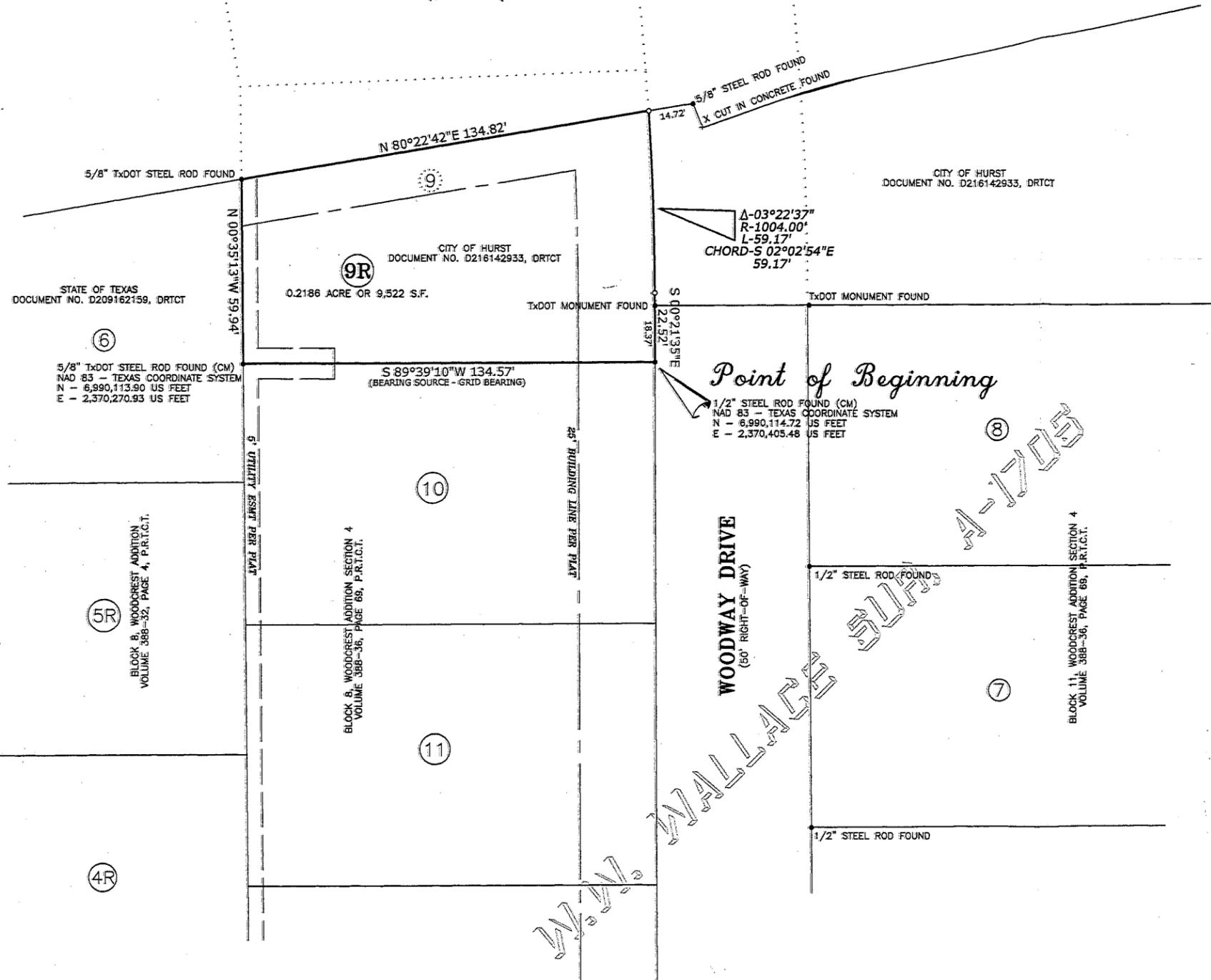
Richard Ward, Mayor

Approved as to form and legality:

City Attorney

EXHIBIT A

STATE HIGHWAY 121
(VARIABLE WIDTH RIGHT-OF-WAY)



VICINITY MAP

State of Texas:
Owner's Acknowledgment and Dedication:
County of Tarrant:

WHEREAS, City of Hurst, Texas, being the owner of the following described tract of land to wit:

ALL that certain tract or parcel of land situated in the W.W. WALLACE SURVEY, ABSTRACT NO. 1706, Tarrant County, Texas and being a portion of that same tract as described in deed to City of Hurst as recorded in Instrument No. D216142933, Deed Records, Tarrant County, Texas and being a portion of Lot 9, Block 8, Woodcrest Addition, Section 4, to the City of Hurst, Tarrant County, Texas as recorded in Volume 388-36, Page 69, Plat Records, Tarrant County, Texas and also being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod found (CM - TCS NAD83 - N6,990,114.72 E2,370,405.48) in the south boundary line of said City of Hurst tract and being the southeast corner of said Lot 9 and also being in the west right-of-way line of Woodway Drive (a 50' right-of-way);

THENCE South 89 degrees 39 minutes 10 seconds West (Base Bearing - TCS NAD83 Grid Bearing) with the said south boundary line of the City of Hurst tract and the south boundary line of said Lot 9, 134.57 feet to a 5/8 inch TxDOT steel rod found (CM) at the southwest corner of said City of Hurst tract;

THENCE North 00 degrees 35 minutes 13 seconds West with the west boundary line of said City of Hurst tract, 59.94 feet to a 5/8 inch TxDOT steel rod found at the northwest corner of said City of Hurst tract and being in the southerly right-of-way line of State Highway 121 (a variable width right-of-way);

THENCE North 80 degrees 22 minutes 42 seconds East with the northerly boundary line of said City of Hurst tract and the said southerly right-of-way line, 134.82 feet to a 1/2 inch capped steel rod stamped "MOAK SURV INC" set in the east boundary line of said Lot 9 and being the beginning of a curve to the right with a radius of 1004.00 feet;

THENCE southerly with said east boundary line and said curve to the right through a central angle of 03 degrees 22 minutes 37 seconds, an arc length of 59.17 feet and a chord of South 02 degrees 02 minutes 54 seconds at 59.17 feet to a 1/2 inch capped steel rod stamped "MOAK SURV INC" set;

THENCE South 00 degrees 21 minutes 35 seconds East continuing with the said east boundary line and with the said west right-of-way line of Woodway Drive, 22.52 feet to the PLACE OF BEGINNING and containing 0.2186 acre of land, more or less, as surveyed by Moak Surveyors, Inc.

NOW, KNOW ALL MEN BY THESE PRESENTS:

That I, _____, for the City of Hurst, do hereby certify that I am the legal owner of the above described tract of land and hereby adopt this plat as our plan to subdivide the same to be known as LOT 9R, BLOCK 8, WOODCREST ADDITION, SECTION 4, an Addition to the City of Hurst, Tarrant County, Texas, and do hereby convey to the public for public use; the streets, alleys, rights-of-way and any other public areas shown on this plat.

_____, City of Hurst

STATE OF TEXAS:
COUNTY OF TARRANT:

Before me, the undersigned Notary Public in and for the State of Texas on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

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

Notary Public for the State of Texas

FINAL PLAT SHOWING
LOT 9R, BLOCK 8,
WOODCREST ADDITION, SECTION 4
TO THE CITY OF HURST, TARRANT COUNTY, TEXAS

BEING A REPLAT OF A PORTION OF
LOT 9, BLOCK 8, WOODCREST ADDITION SECTION 4,
AS RECORDED IN VOLUME 388-36, PAGE 69,
PLAT RECORDS, TARRANT COUNTY, TEXAS

0.2186 ACRE - 9,522 SQUARE FEET +/-

OWNER/APPLICANT:
CITY OF HURST
1505 PRECINCT LINE ROAD
HURST, TEXAS 76054
CONTACT: MICHELLE LAZO
(817) 788-7055

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

Chairman, Planning and Zoning Commission _____

Attest: Secretary, Planning and Zoning Commission _____

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

Mayor, City of Hurst _____

Attest: City Secretary _____

FLOOD NOTE

According to the Federal Emergency Management Agency's Flood Insurance Rate Map, Map Number 48439C0205 K, Map Revised: September 25, 2009, no portion of the subject Lot appears to lie within Zone AE (areas in Zone AE, base flood elevations determined).

This information is only our opinion based on our sincere efforts of scaling data from the above mentioned FEMA Map in relation to the subject Lot and does not constitute a flood study prepared by Moak Surveyors, Inc.

NOTES

- 1) ALL LOT CORNERS ARE 1/2" CAPPED STEEL RODS STAMPED "MOAK SURV INC" UNLESS NOTED OTHERWISE.
- 2) THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE AND/OR EASEMENT ABSTRACT.
- 3) CM - DENOTES CONTROL MONUMENT

CITY OF HURST GIS AND BENCHMARK SOURCE:

COORDINATE DATA AND BEARING SOURCE SHOWN HEREON IS BASED ON THE CITY OF HURST GIS AND BENCHMARK NETWORK DATA 1998. THIS DATA IS RELATIVE TO THE TEXAS COORDINATE SYSTEM, NAD 83, NORTH CENTRAL TEXAS ZONE, COMBINED SCALE FACTOR OF 0.99985470 AND A CONVERGENCE ANGLE OF 00°42'49.50". ALL DISTANCES AND COORDINATES SHOWN ARE BASED ON FEET - US DEFINITION.

THIS PLAT RECORDED AS INST. # _____ DATE: _____

Scale 1" = 20'

- LEGEND
- FOUND STEEL ROD
 - SET CAPPED STEEL ROD
 - ⊕ CROSS CUT IN CONCRETE
 - ⊖ FOUND STEEL PIPE
 - ⊙ FOUND BOIS D'ARC STAKE



Moak Surveyors, Inc.
LICENSED STATE AND REGISTERED PROFESSIONAL LAND SURVEYORS
Texas - Minnesota - Arizona - Nevada
1105 Cheek Spurger Road, Hurst, Texas 76034
Metro 817-288-2211 • Fax 817-282-0401
www.moaksurveyors.com
Date JUNE 7, 2017 Job # 17-034RP

COORDINATE FILE: 17-034.CRD

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into a Contract for Mid-Cities Boulevard Hooded Left Turn Improvements at Martin Road

Supporting Documents:

Location Map
 Bid Tabulation

Meeting Date: 5/8/2018
 Department: Public Works
 Reviewed by: Greg Dickens
 City Manager Review:

Background/Analysis:

This project is recommended by the Traffic Safety Commission to help mitigate repetitive accidents at Martin Road and Mid Cities Boulevard. Per Council directive, staff obtained bids for installing a hooded left turn at Martin Road similar to the hooded left turn at the entrance to the Walmart Store on Harwood Road.

Bids were received on April 18, 2018 at City Hall. Four (4) contractors submitted bids with the low bidder being Reliable Paving, Inc. of Arlington, Texas, for a total bid amount of \$40,160.00, which included added alternates for bonding and traffic control.

Funding Sources and Community Sustainability:

Sufficient funds have been allocated for this project to cover the low bid.

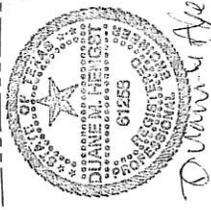
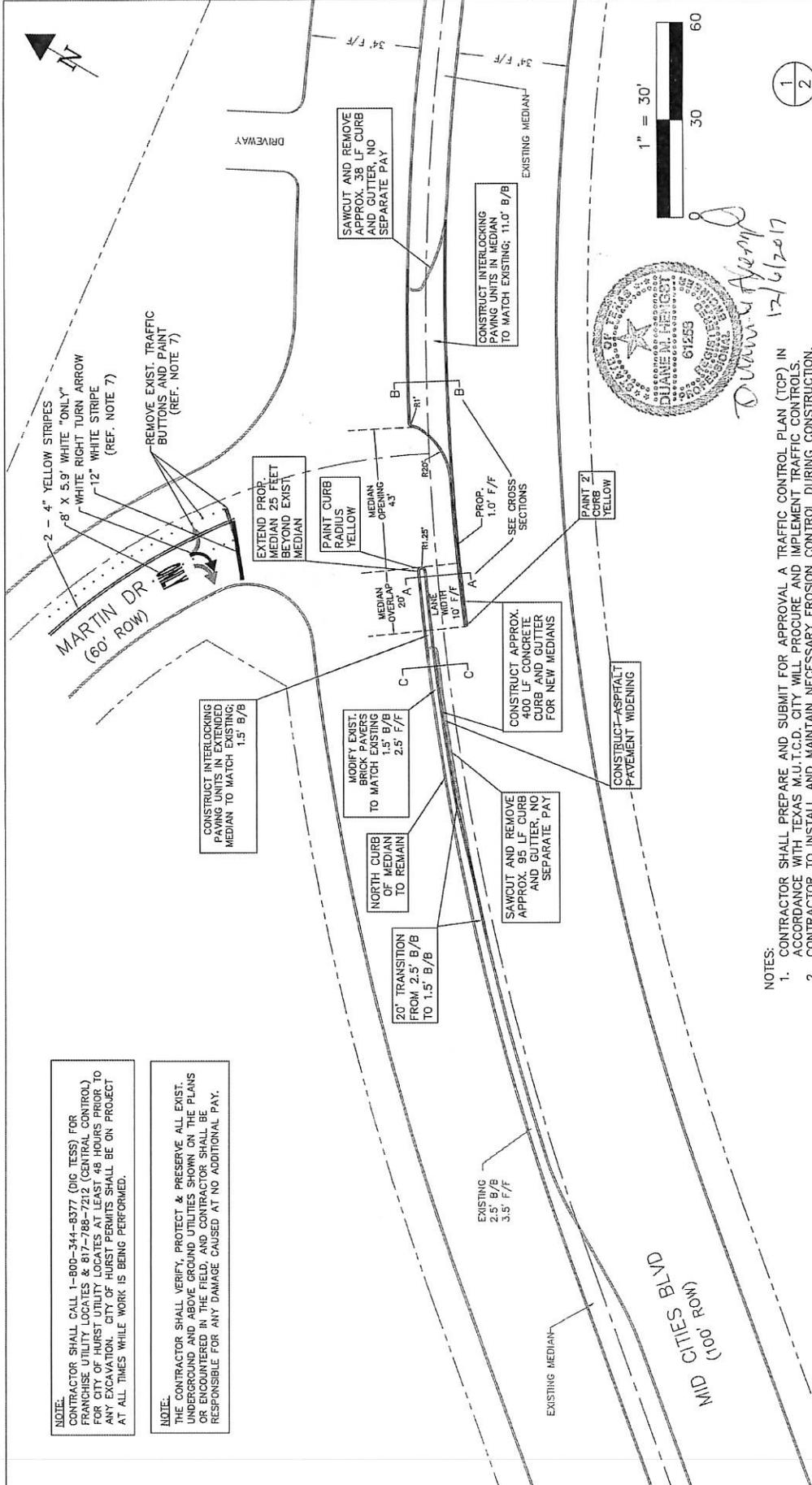
The proposed award to the low bidder represents the staff meeting the Council's Hurst Way goal for Financial Sustainability. Construction of a project to mitigate accidents at this intersection meets the Council's goals of Public Safety.

Recommendation:

Staff recommends that City Council authorize the city manager to enter into a contract with Reliable Paving, Inc., for the Mid-Cities Boulevard Hooded Left Turn Improvements at Martin Road, in the amount of \$40,160.00, with a contingency of \$4,840.00, for a total amount of \$45,000.00.

NOTE:
 THE CONTRACTOR SHALL CALL 1-800-344-8377 (DIG TESS) FOR FRANCHISE UTILITY LOCATES & 817-788-7212 (CENTRAL CONTROL) FOR CITY OF HURST UTILITY LOCATES AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION. CITY OF HURST PERMITS SHALL BE ON PROJECT AT ALL TIMES WHILE WORK IS BEING PERFORMED.

NOTE:
 THE CONTRACTOR SHALL VERIFY, PROTECT & PRESERVE ALL EXIST UNDERGROUND AND ABOVE GROUND UTILITIES SHOWN ON THE PLANS OR ENCOUNTERED IN THE FIELD. AND CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED AT NO ADDITIONAL PAY.



Duane M. Hengst
 12/6/2017

HOODED LEFT TURN LANE AT THE INTERSECTION OF MID CITIES BLVD AND MARTIN DR PLAN	
DESIGNER	DR
DRAWN	DEH
CHECKED	DMH
DATE	SEP 2017
SCALE	1" = 30'
REVISED	NOV 2017
CITY FILE NO.	



PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION
 1500 PRECINCT LINE ROAD
 HURST, TEXAS 76158
 817-788-7078

- NOTES:**
- CONTRACTOR SHALL PREPARE AND SUBMIT FOR APPROVAL A TRAFFIC CONTROL PLAN (TCP) IN ACCORDANCE WITH TEXAS M.U.T.C.D. CITY WILL PROCURE AND IMPLEMENT TRAFFIC CONTROLS.
 - CONTRACTOR TO INSTALL AND MAINTAIN NECESSARY EROSION CONTROL DURING CONSTRUCTION.
 - CONSTRUCT 6" CONCRETE CURB AND GUTTER WHERE SHOWN.
 - REPAIR OF ASPHALT PAVEMENT AT INTERFACE WITH CURB AND GUTTER SHALL BE INCIDENTAL TO CURB AND GUTTER CONSTRUCTION.
 - IF NO PAVEMENT STRUCTURE EXISTS BENEATH EXISTING MEDIAN AT WIDENED PAVEMENT AREA, REMOVE EXISTING SOIL AND REPLACE WITH FLOWABLE BACKFILL.
 - TRAFFIC MARKINGS ON MARTIN DRIVE ARE OUTSIDE THE SCOPE OF THIS CONTRACT.

LEGEND:

---	STREET CENTERLINE
----	ROW LIMITS
----	EXISTING CURB
----	PROPOSED CURB



18-012 Mid-Cities Hooded left at Martin Road
City of Hurst
April 18, 2018 at 2:00 PM

	Reliable Paving inc	C. Green Scaping	Cam Crete Contracting Inc.	Fort Worth Civil Constructors
Total Bid	\$ 35,660.00	\$ 39,428.00	\$ 42,050.00	\$ 62,734.00
Total Bid + Add Alternate Items	\$ 40,160.00	\$ 45,428.00	\$ 45,950.00	\$ 72,139.00

"Bid Tabulation Statement"

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Hurst guidelines, project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and, according to law, all bids received will be available for inspection at that time.

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into an Engineering Services Contract with Thomas Hoover Engineering, LLC, for design of the Cimarron Trail Drainage Improvements

Supporting Documents:

Engineering Services Contract
 Exhibit A – Scope of Services

Meeting Date: 5/8/2018
 Department: Public Works
 Reviewed by: Greg Dickens
 City Manager Review:

Background/Analysis:

Several property owners on Cimarron Trail, just north of Bedford-Eules Road, have complained about drainage along this road, near the culvert draining, between 1323 and 1325 Cimarron Trail. After it discharges under the road, drainage flows in a small concrete flume, then the driveway for 1325, then across the backyards of 1323 and 1325.

The proposed engineering cost is \$19,400.00, as outlined in the attached engineering services contract. The contract will include a preliminary design, final detailed design, and construction administration.

Funding Sources and Community Sustainability:

Sufficient funding exists in this project budget for the engineering services costs. The engineering contract supports Council's goals of Customer Service and Financial Sustainability.

Recommendation:

City staff recommends City Council authorize the city manager to enter into an Engineering Services Contract with Thomas Hoover Engineering, LLC, in an amount not to exceed \$19,400.00, for design of the Cimarron Trail Drainage Improvements.

Engineer's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality and under similar circumstances and conditions. The Engineer makes no other representation or warranties, whether expressed or implied, with respect to the services rendered hereunder

Section 4. PAYMENT FOR SERVICES

- A. Payment for services of **Preliminary Engineering** and **Final Plans & Specs** under Section 3 above will be lump sum per Task as detailed on Exhibit "A", invoiced monthly based on percent complete.
- B. Payment for services **Construction Phase** under Section 3 above will be hourly and shall not to exceed the specified amount as detailed on Exhibit "A", invoiced monthly based on actual hours worked.
- C. Payments shall also include Direct Non-Labor Expenses which, in general, include expenses for supplies, transportation, equipment, travel, communication, subsistence and lodging away from home, and similar incidentals.

The Direct Non-Labor expenses shall be reimbursable at actual invoice cost plus 10%, except for living and travel expenses when away from the home office on business connected with the Project. All travel outside of the Dallas/Fort Worth Metropolitan Area to be made, which are reimbursable at actual invoice cost, by the Engineer in connection with the Project must first be approved in writing by the Executive Director of Public Works. The contract cost amount in Section 3 above shall include an estimate of the Direct Non-Labor expenses, not to exceed \$500.00.

- D. Services provided by subcontractors to the Engineer shall be reimbursed at the actual invoice cost plus 10%. All expected subcontractor's cost shall be included in the contract cost amount shown in Section 3 above.
- E. Engineer shall submit itemized monthly statements for Services, Direct Non-Labor Expenses, and for Subcontractors Costs incurred. City shall make payments in the amount shown by the Engineer's monthly statements and other documentation submitted, and no interest shall ever be due on late payments.
- F. Payments for expenses, costs, and services, for **Preliminary Engineering**, described in Section 3 above, shall not exceed \$4,800.00
- G. Payments for expenses, costs, and services, in **Final Plans & Specs**, described in Section 3 above, shall not exceed \$10,600.
- H. Payments for expenses, costs, and services, in **Construction Phase**, described in Section 3 above, shall not exceed \$3,500.
- I. Total project payments for direct non-labor expenses, Preliminary and Final Design, and Construction Administration, described in Section 3 above, shall not exceed \$19,400.00.

- J. Nothing contained in this contract shall require the City to pay for any work which is unsatisfactory as reasonably determined by the Director or which is not submitted in compliance with the terms of this Contract. City shall not be required to make any payments to the Engineer when the Engineer is in default under this Contract; nor shall this paragraph constitute a waiver of any right, at law or in equity, which City may have if the Engineer is in default, including the right to bring legal action for damages or for specific performance of this Contract, nor shall it constitute a waiver of any right, at law or in equity, which Engineer may have to bring legal action for payment when Engineer believes it was not under such default and is owed fees under the terms of this agreement.

Section 5. OWNERSHIP OF DOCUMENTS

All information and other data given to, prepared, or assembled by Engineer under this Contract, shall upon full payment to Engineer for services rendered, become the sole property of City and shall be delivered to City, for use solely in connection with the project for which they are prepared. Engineer may make copies of any and all documents and items for its files. A set of mylar reproducible plans shall be filed with the City upon final payment. City agrees that any future use, reuse, or modification of the Engineer's work product without retaining and maintaining the retention of the Engineer shall be at the City's sole risk and Engineer shall have no liability for changes made by others to the drawings, specifications, and other documents. Engineer shall have no liability for use of the drawings, specifications, and other documents other than for the intended project. City agrees to release, defend, indemnify and hold the Engineer harmless to the extent authorized by law from any and all claims or liabilities arising therefrom.

City shall require that any such change or other use shall be sealed by the Engineer making that change or use and shall be appropriately marked to reflect what was changed or modified.

Section 6. SERVICES BY CITY

City shall provide the following services under this Contract:

- A. Provide available criteria and information to the Engineer as City's requirements for the Project.
- B. Provide sample drawings to use as guidelines.
- C. Provide all available City of Hurst drawings, maps, and notes relating to existing public facilities within the limits of the Project.
- D. Engineer shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by City, City's consultants and contractors, and information from public records, without the need for independent verification.
- E. Provide topographic survey for design tasks undertaken by Engineer. Scope of Survey work required will be according to mutual agreement between City and Engineer.

Section 7. COMPLETION SCHEDULE

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

Preliminary Engineering to be submitted within 4 weeks of receipt of Notice to Proceed and receipt of Topographic Survey as per Section 6.E. Final Plans and Specs will be submitted within 8 weeks of receipt of Notice to Proceed with the Final Plans and Specs task.

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

Section 8. NOTICE TO PROCEED

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

Section 9. TERMINATION OF CONTRACT

City may indefinitely suspend further work hereunder or terminate this Contract or any phase of this Contract upon thirty (30) days prior written notice to the Engineer with the understanding that immediately upon the receipt of such notice all work and labor being performed under this Contract shall cease immediately. Before the end of the thirty (30) day period, Engineer shall invoice the City for all work accomplished by him prior to the receipt of such notice. No amount shall be due for lost or anticipated profits. All plans, field surveys, and other data related to the Project shall, upon full payment for services rendered, become property of City upon termination of the Contract and shall be promptly delivered to City in a reasonably organized form for use as stated in Section 5. Should City subsequently contract with a new consultant for continuation of services on the Project, Engineer shall cooperate in providing information.

Section 10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

Section 11. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

Section 12. AMENDMENTS

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

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

The Engineer and Engineer's employees shall exercise usual and customary professional care in their efforts to comply with applicable Federal and State Laws, the Charter and Ordinances of the City of Hurst, and with applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies existing and published before date of this agreement. It is understood however that various laws, ordinances, rules and regulations are subject to varying and sometimes contradictory interpretation. Engineer shall exercise its professional skill and care consistent with the generally accepted standard of care to provide services that comply with such laws, ordinance, rules and regulations. Engineer cannot warrant that all documents issued by it will comply with said laws, ordinances, rules and regulations.

Section 14. RIGHT OF REVIEW

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

Section 15. CONFLICT OF INTEREST

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

Section 16. CONTRACT PERSONAL

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

Section 17. NOTICES

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

If intended for Hurst, to:

Gregory W. Dickens
Contact Person

Executive Director of Public Works
Title

City of Hurst
1505 Precinct Line Road
Hurst, Texas 76054
(817) 788-7080

If intended for Engineer, to:

Thomas Hoover
Contact Person

Owner
Title

Thomas Hoover Engineering, LLC
Firm Name

P. O. Box 1808
Address

Keller, Texas 76244
City, State, Zip Code

817-913-1350
Telephone No.

Section 18. INDEPENDENT CONTRACTOR

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

Section 19. INDEMNITY

Engineer agrees to indemnify, and hold City harmless against damages, costs, and expenses of persons or property to the extent caused by any negligent act, error or omission of Engineer, or any employee of Engineer for whom Engineer is legally liable in the execution or performance of this Contract. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

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

Section 20. INSURANCE

Engineer agrees to maintain workmen's compensation insurance to cover all of its own personnel engaged in performing services for client under this agreement. Engineer also agrees to maintain professional liability insurance and commercial general liability coverage in the amounts listed below:

Professional Liability Insurance - \$1 Million per claim/aggregate
Commercial General Liability Insurance - \$1 Million per claim/aggregate
Workers Compensation - Statutory

Section 21. VENUE

The obligations of the parties to this Contract are performable in Tarrant County, Texas; and if legal action is necessary to enforce it, exclusive venue shall lie in Tarrant County, Texas. Prior to the initiation of any legal proceedings, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstance shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

Section 22. GOVERNING LAWS

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

Section 23. LEGAL CONSTRUCTION

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

Section 24. PUBLISHED MATERIAL

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

Section 25. CAPTIONS

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

Section 26. SUCCESSORS AND ASSIGNS

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

Section 27. ENTIRE AGREEMENT

This Contract (page 1 thru 9, and Exhibit A) embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract, and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Contract.

Section 28. CONSTRUCTION PHASE SERVICES

If Engineer performs any services during the construction phase of the project, Engineer shall not supervise, direct, or have control over Contractor's work. Engineer shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedure or for safety precautions and programs in connection with the work of the contractor. Engineer does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Section 29 AGREED REMEDY

To the fullest extent permitted by law, the total liability, in the aggregate, of the Engineer and Engineer's officers, directors, employees, agents, and consultants to City and anyone claiming by, through, or under City, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to Engineer's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to negligence strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Engineer under this Agreement, or the total amount of \$1,000,000, whichever is greater.

Section 30 CERTIFICATION

Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer's having to certify, guaranty, or warrant the existence of conditions that Engineer cannot ascertain.

Section 31 THIRD PARTIES

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the City or Engineer. Engineer's services hereunder are being performed solely for the benefit of the City, and no other entity shall have any claim against Engineer because of this Agreement or Engineer's performance or services hereunder.

Section 32 CONSEQUENTIAL DAMAGES

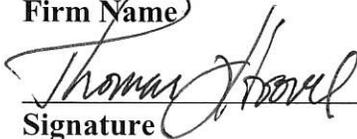
Neither the City nor the Engineer shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

IN WITNESS WHEREOF, the parties hereby have executed this agreement in triplicate originals on this date, the _____ day of _____, 2018.

Thomas Hoover Engineering, LLC

CITY OF HURST

Firm Name



Signature

City Manager



Owner

Title

Executive Director of Public Works

P. O. Box 1808

Address

APPROVED AS TO FORM:

Keller, Tx 76244

City, State, Zip Code

City Attorney

EXHIBIT "A"



March 19, 2018

Mr. Duane Hengst, PE
City Engineer/Managing Director of Engineering & Construction
City of Hurst
1505 Precinct Line Road
Hurst, TX 76054

Re: Drainage Improvements
Cimarron Trail

Dear Mr. Hengst:

We appreciate the opportunity to submit this Proposal. The outlined services below are to provide design elements related to drainage improvements on Cimarron Trail. This will incorporate the elements from the Drainage Study that was performed by this office for this location.

It is our understanding that the City of Hurst (CITY) will provide the topographic survey and easements required for the construction of the drainage improvements selected by the CITY. We will coordinate with the surveyor selected by the CITY and the Public Works Department in the creation of the necessary easement documents.

Our proposal is presented in a menu format to outline the offered services. In the event some of the services are not needed or are provided by others, those elements may be deleted from our assignment.

SCOPE OF SERVICES

Preliminary Engineering

1. Prepare a schematic layout, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable current requirements of CITY). The schematic layout will include the following:
 - a) The improvement of the driveway culverts crossing under: 1) the existing drive at 1316 Cimarron; 2) the two existing drives at 1332 Cimarron; 3) the existing drive at 1400 Cimarron; and, 4) the existing drive at 1329 Cimarron. This will include the removal and replacement of the

P.O. Box 1808, Keller, TX 76244
817-913-1350 phone
T.B.P.E. Firm Registration No. 006009

driveway paving with reinforced concrete along with installation of needed headwalls on the upstream end of the culvert.

b) The installation of a drop structure near the existing sag point and roadway culvert under Cimarron. This drop structure will collect the runoff reaching the sag near 1325/1332 Cimarron. The drop structure will then connect to an underground system that will be extended to the north and terminate in a junction box approximately 50 feet south of the property line of Lot 10 (1400 Cimarron).

c) The installation of a headwall and drop structure in the roadside ditch near Lot 10 (1400 Cimarron). This drop structure will be extended and connected to the drainage system from item b above. A junction box is anticipated at the confluence of the two systems.

d) The underground system will be extended across the southern portion of Lot 2B (1329 Cimarron) through a 36" diameter storm pipe discharging at the existing drainage swale at the west edge of said Lot 2B.

2. Prepare an Opinion of probable costs for the Project.
3. Review Preliminary Engineering with the CITY staff.

Final Engineering Plans & Specifications

1. Incorporate comments from CITY staff on the Preliminary Engineering into the design plans.
2. Prepare a progress print sets at 50%, 75% and 90% completion for review by CITY staff. The CITY will provide the contract document format in a WORD version 2015 or older for use by the ENGINEER in preparation of the bid documents. The bid documents will be presented to the CITY staff for review at the 75% benchmark.

Mr. Duane Hengst
City of Hurst
April 27, 2018

3. Incorporate CITY staff comments from review of the progress sets into the next design benchmark.
4. Furnish to the OWNER all necessary copies of approved Construction Contract Documents (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in excess of 5 (five) are to be paid for separately.
5. Assist the OWNER in the advertisement of the project for bids.
6. Assist the OWNER in the opening and tabulation of bids for construction of project and recommend in writing to the OWNER as to the appropriate action on all proposals received.

Construction Phase

1. Represent the OWNER in the **Non-Resident** administration of the project. In this capacity, the ENGINEER shall have the authority to exercise whatever rights the OWNER may have to disapprove work and materials that fail to conform to the Contract Documents when such failures are brought to the ENGINEER'S attention. (This function of ENGINEER shall not be construed as supervision of the project and does not include on-site activities other than occasional site visits to observe overall project conditions or when specifically requested by OWNER to visit on-site for a particular matter. It particularly does not involve exhaustive or continuous on-site inspections to check the quality or quantity of the work or material; nor does it place any responsibility on ENGINEER for the means, methods, techniques and sequences of construction or the safety precautions incident thereto, and he will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents).
2. Consult and advise the OWNER; issue such instructions to the Contractor as in the judgment of the ENGINEER are necessary; and prepare routine change orders as required.

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Mr. Duane Hengst
City of Hurst
April 27, 2018

3. Consult and advise the OWNER; issue such instructions to the Contractor as in the judgment of the ENGINEER are necessary; and prepare routine change orders as required.
4. Provide Record Drawings incorporating comments from CITY staff and the CONTRACTOR indicating the changes to the plans due to changes made in the field during installation of the drainage improvements. ENGINEER will provide one blackline set of drawings and a CD with the PDF file and AutoCAD file in a 2015 version.

COMPENSATION

The CITY is responsible for all approved non-labor, subcontract, and other direct expenses for all professional services rendered under this Proposal and Terms of Agreement. Examples of non-labor, subcontract, and other direct expenses shall include Geotechnical Investigations, survey work, and other miscellaneous expenses associated with the work.

Compensation shall be a "lump sum" the amount shown in the table below. In the event of termination by CITY during any phase of the Services, Consultant will be reimbursed for services rendered to date of termination.

CIMARRON TRAIL DRAINAGE IMPROVEMENTS	
TASK	FEE
PRELIMINARY ENGINEERING	\$ 4,800
FINAL PLANS & SPECS	\$10,600
CONSTRUCTION PHASE (hourly NTE)	\$ 3,500
PRINTING	\$ 500
TOTAL	\$19,400

We will invoice our services monthly. Our terms are net fifteen (15) days with interest at the monthly rate of 1.5% for any unpaid portions thereafter.

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Mr. Duane Hengst
City of Hurst
April 27, 2018

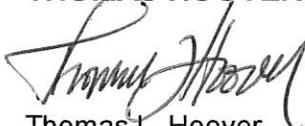
ADDITIONAL SERVICES

Additional Services will be defined as services that are not expressly written or implied in this contract. Thomas Hoover Engineering, Inc. will not proceed with any additional services without a negotiated fee agreement and written authorization from the Owner.

We trust this provides you with the information needed at this time. In the event conditions out of our control require additional effort on our part, we will advise you and seek your direction. Should you have questions or comments, please call.

Respectfully submitted,

THOMAS HOOVER ENGINEERING, LLC



Thomas L. Hoover

ACCEPTANCE OF PROPOSAL

By signing this document, the Owner/Agent accepts this Proposal.

By: City of Hurst

By: _____

_____ (Date)

(Printed Name)

NO.	REVISIONS / SUBMISSIONS	DATE

ADAMS ACRES
VOL. 388-58, PG. 175
P.R.T.C.T.

MATCH LINE

ARRON P. McCLUNG &
TRACY M. McCLUNG
DOC. NO. D207272549
P.R.T.C.T.

1402 CIMARRON TRAIL
SOUTH 103' OF LOT 9
DANIEL L. SHIPMAN
VOL. 14373, PG. 534
P.R.T.C.T.

1400 CIMARRON TRAIL
LOT 10
ADAMS ACRES
VOL. 388-15, PG. 231
P.R.T.C.T.
BILL B. PROCTOR &
JOSEPHINE PROCTOR
VOL. 13376, PG. 543 &
VOL. 4276, PG. 635
P.R.T.C.T.

1332 CIMARRON TRAIL
REMAINDER OF 11
ADAMS ACRES
VOL. 388-15, PG. 231
P.R.T.C.T.

2.429 ACRES
SUSAN D. REES & MICHAEL REES
DOC. NO. D210305335
P.R.T.C.T.

1316 CIMARRON TRAIL
LOT 11-B
ADAMS ACRES ADDITION
VOL. 388-17, PG. 669
P.R.T.C.T.

1305 CIMARRON TRAIL
LOT 1-A-1-R
ADAMS ACRES
VOL. 388-58, PG. 359
P.R.T.C.T.

650 W. BEDFORD-EULESS ROAD
LOT 1-A-2-R
ADAMS ACRES
VOL. 388-58, PG. 795
P.R.T.C.T.

LOT 3-R-1, BLOCK 11-A
ADAMS ACRES
VOL. 388-71, PG. 190
P.R.T.C.T.

LOT 1-A-2-R
ADAMS ACRES
VOL. 388-58, PG. 795
P.R.T.C.T.

LOT 1-B-2
ADAMS ACRES
VOL. 388-71, PG. 777
P.R.T.C.T.

LOT 2C
ADAMS ACRES
VOL. 388-17, PG. 605
P.R.T.C.T.

LOT 1-B-1
ADAMS ACRES
VOL. 388-71, PG. 777
P.R.T.C.T.

LOT 2C
ADAMS ACRES
VOL. 388-17, PG. 605
P.R.T.C.T.

LOT 2B
ADAMS ACRES
VOL. 388-17, PG. 605
P.R.T.C.T.

LOT 2A
ADAMS ACRES
VOL. 388-17, PG. 605
P.R.T.C.T.

1401 CIMARRON TRAIL
LOT UNDER
CONSTRUCTION AT
THE TIME OF SURVEY

LOT 9
ADAMS ACRES
VOL. 388-17, PG. 231
P.R.T.C.T.

OPTION NO. 4

THOMAS HOOVER ENGINEERING, LLC
P.O. BOX 1808
KELLER, TEXAS 76244
L.P.E. FIRM REGISTRATION NO. 086009

1300-1400 BLOCK OF CIMARRON TRAIL
ADAMS ACRES ADDITION
W. WALLACE SURVEY, A-1607
IN THE CITY OF HOUSTON,
HARRIS COUNTY, TEXAS.

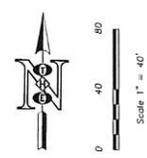
CIMARRON DRAINAGE STUDY
PROPOSED STORM LAYOUT

DESIGNED	TLH	SCALE	1" = 40'	PROJECT NO.		SHEET	ST-9
DRAWN	SDS	DATE	03-19-18			OF	1
CHECKED	TLH						

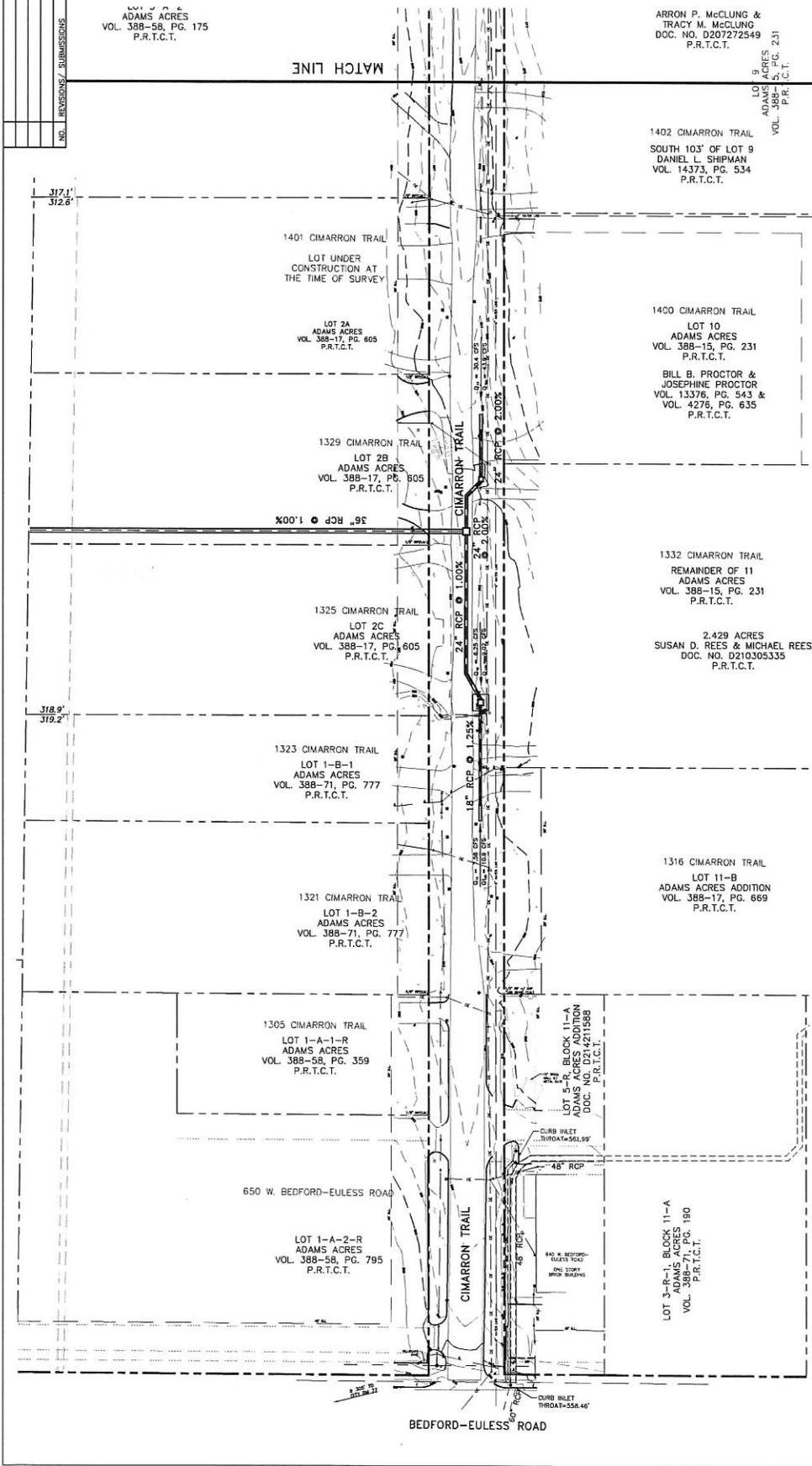
ENGINEER
THOMAS HOOVER ENGINEERING, LLC
P.O. BOX 1808
KELLER, TX 76244
817/913-150 PHONE
CONTACT: THOMAS HOOVER
tomh@thehoover.com

LEGEND

- DIRECTION OF RUNOFF FLOW
- EXISTING 1 FOOT CONTOUR
- EXISTING GROUND ELEVATION
- PROPOSED DRAINAGE PIPE



LOCATION MAP



BEDFORD-EULESS ROAD



CIMARRON TRAIL

Opinion of Probable Construction Cost
March 19, 2018

STORM DRAIN		\$114,378.00
PAVEMENT		\$29,155.00
UTILITIES		\$0.00
MISCELLANEOUS		\$17,000.00
SUBTOTAL CONSTRUCTION COST		\$160,533.00
CONSTRUCTION CONTINGENCIES	20.0%	\$32,106.60
PROFESSIONAL SERVICES		
	Preliminary 2.5%	\$4,800.00
	Final 5.5%	\$10,600.00
	Construction Phase (hourly NTE)	\$3,500.00
TOTAL OPINION OF COSTS**		\$211,539.60

** Does not include easement costs or inflation costs.

Note: This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgment as a design professional. The engineer has no control over the cost of labor material or services to be furnished by others or over market conditions. The Engineer cannot guarantee that actual costs will not vary from the opinions expressed herein.

City Council Staff Report

SUBJECT: Consider reappointment of Municipal Court Judges

Supporting Documents:

Meeting Date: 5/8/2018
Department: City Secretary
Reviewed by: Rita Frick
City Manager Review:

Background/Analysis:

The Municipal Court Judge is appointed by the City Council for a two-year term. The City Council may also appoint Alternate Municipal Court Judges to serve in the absence of the Municipal Court Judge.

The current Municipal Court Judge is Lacy Britten, and the Alternate Municipal Court Judges are Kenneth Whiteley, Timothy J. Murphy and Terri Roberts Pearce.

Funding and Sources:

There is no fiscal impact.

Recommendation:

If Council wishes to reappoint, staff recommends the following motion: City Council reappoint Municipal Court Judge Lacy Britten, Alternate Court Judge Kenneth Whiteley and Alternate Court Judge Timothy J. Murphy for a two-year term.

Future Event Calendar

May 8, 2018

Regular City Council meetings are held on the second and fourth Tuesday of each month. Following are additional meetings, canceled meetings and public event dates.

<u>DATE AND TIME</u>	<u>ACTIVITY</u>
Monday, May 28, 2018	Holiday – City Hall Closed
Wednesday, July 4, 2018	Holiday – City Hall Closed
Wednesday, July 4, 2018 5:00 p.m.	Hurst Stars & Stripes Hurst Community Park