

**WORK SESSION AGENDA OF THE CITY COUNCIL OF HURST, TEXAS  
CITY HALL, 1505 PRECINCT LINE ROAD  
FIRST FLOOR CONFERENCE ROOM  
TUESDAY, JUNE 12, 2018 – 5:00 P.M.**

---

**I. Call to Order**

**II. Informational Items**

- ) Discussion and staff update on Council Chamber audio equipment project
- ) Discussion and staff update on Economic Development Conference

**III. Discussion of Agenda Item(s) 3**

Consider authorizing the city manager to enter into an annual Contract for monument sign maintenance and repair services

**Allan Heindel**

**IV. Discussion of Agenda Item(s) 4**

Consider authorizing the city manager to enter into a Standard Utility Agreement with the Texas Department of Transportation (TxDOT) regarding reimbursement to the City of Hurst for water utility relocation expenses associated with the improvement to the IH820/SH121

**Greg Dickens**

**V. Discussion of Agenda Item(s) 5 and 6**

Consider Resolution 1704 authorizing the city manager to enter into a Contract with Wells Fargo for bank depository services for the period beginning August 1, 2018, and ending July 31, 2020, with the option to renew for three additional one year periods

Consider approval of an Agreement with Tarrant County for tax collection services for tax year 2018

**Paul Brown**

**VI. Adjournment**

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

This the 8th 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, JUNE 12, 2018**

---

**AGENDA:**

**5:00 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 (Jon McKenzie)**

**PLEDGE OF ALLEGIANCE**

**PRESENTATION**

1. Presentation of Storm Water Management Plan

**CONSENT AGENDA**

2. Consider approval of the minutes for the May 22 and 31, 2018 City Council meetings
3. Consider authorizing the city manager to enter into an annual Contract for monument sign maintenance and repair services
4. Consider authorizing the city manager to enter into a Standard Utility Agreement with the Texas Department of Transportation (TxDOT) regarding reimbursement to the City of Hurst for water utility relocation expenses associated with the improvement to the IH820/SH121

**RESOLUTION(S)**

5. Consider Resolution 1704 authorizing the city manager to enter into a Contract with Wells Fargo for bank depository services for the period beginning August 1, 2018, and ending July 31, 2020, with the option to renew for three additional one year periods

**ACTION ITEM(S)**

6. Consider approval of an Agreement with Tarrant County for tax collection services for tax year 2018

**OTHER BUSINESS**

- 7. Review of the following advisory committee meeting minutes:
  - ) Library Board – May 15, 2018
  - ) Parks and Recreation Board – May 17, 2018
  - ) Senior Citizens Board – May 17, 2018
  
- 8. Review of upcoming calendar items
  
- 9. 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 8th day of June 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.**

City Council Staff Report

SUBJECT: Presentation of the Annual Report on the Storm Water Management Plan

Supporting Documents:

Meeting Date: 6/12/2018  
Department: Public Works  
Reviewed by: Greg Dickens  
City Manager Review:

Background/Analysis:

This item provides for City Engineer Duane Hengst to present the annual report on the Storm Water Management Plan.

Funding Sources and Community Sustainability:

There is no fiscal impact.

Recommendation:

Presentation only, no staff recommendation is needed.

**Minutes  
Hurst City Council  
Work Session  
Tuesday, May 22, 2018**

On the 22nd day of May 2018, at 5:17 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
Ben Stool	)	City Attorney
Rita Frick	)	City Secretary
Greg Dickens	)	Executive Director of Public Works
Clayton Fulton	)	Executive Director of Fiscal and Strategic Services
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:

**I. Call to Order** – Mayor Ward called the meeting to order at 5:17 p.m.

**II. Informational Items**

) Discussion and staff update on annual street rehabilitation program. Executive Director of Public Works Greg Dickens briefed Council on the annual street rehabilitation and street maintenance programs in conjunction with Tarrant County. He reviewed the overlays including Cannon from Hurstview to Norwood and Hurstview from Pipeline Road to Barbara Ann. He reviewed the timeline for upcoming milling projects that includes 13 streets and the Library parking lot. Mr. Dickens reviewed the street inventory analysis process, which determines pavement condition and aids staff in the street selection process concentrating on centrally located streets. City Manager Caruthers stated the street inventory will be part of the multi-year financial planning process.

**III. Discussion of Agenda Item(s) 6**

Consider authorizing the city manager to enter into an annual contract for Citywide Fence Repair, Rental, and Construction Services.

Deputy City Manager Allan Heindel briefed Council on the annual contract that has been in place since 2007. He explained two companies bid for the annual contract, with Latham Fence Inc. being the successful low bidder. He stated the City has utilized Latham Fence and they are a reputable company.

**IV. Discussion of Agenda Item(s) 7**

Consider P-18-02, Provision At North Valentine Addition, a replat of Lots AR, B, and C, Block 1 Meyers Park Addition and Tract 19B and 18A2 William Wallace Survey A1607 to Lots 1 and 2, Block A Provision At North Valentine Addition, being 9.72 acres located at 225, 237, and 241 W. Bedford Euless Road and 224 Olive Street.

City Manager Clay Caruthers stated this replat is basically an administrative item and there is no public hearing tonight. Executive Director of Planning and Development Michelle Lazo reviewed the replat noting the screening around the detention pond and that all platting and engineering requirements have been met, and exceed requirements. She stated the developer's agreement is noted on the plat.

**V. Adjournment** – The meeting adjourned at 5:35 p.m.

**APPROVED** this the 12<sup>th</sup> day of June 2018.

**ATTEST:**

**APPROVED:**

---

Rita Frick, City Secretary

---

Richard Ward, Mayor

**City of Hurst  
City Council Minutes  
Tuesday, May 22, 2018**

On the 22<sup>nd</sup> day of May 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	)	
Jon McKenzie	)	
Cathy Thompson	)	
Clay Caruthers	)	City Manager
Allan Heindel	)	Deputy City Manager
Ben Stool	)	City Attorney
Rita Frick	)	City Secretary
Greg Dickens	)	Executive Director of Public Works
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.

The Reverend Danny Souder gave the Invocation.

The Pledge of Allegiance was given.

**INAUGURATION OF OFFICIALS**

1. Presentation of Certificates of Election – Mayor Ward presented Certificates of Elections to Henry Wilson, Bill McLendon, Cathy Thompson and Jon McKenzie.
2. Oath of Office for Elected Officials – City Secretary Rita Frick administered the Oath of Office to Mayor Wilson, and Councilmembers Bill McLendon, Cathy Thompson and Jon McKenzie.

Newly elected officials introduced their family and friends.

Mayor Wilson expressed his appreciation for Mayor Ward's leadership. Mayor Ward expressed his appreciation to his wife Sue for her support during his tenure as Mayor and Councilmember. Mayor Wilson recessed the meeting at 6:55 p.m. and reconvened the meeting at 7:08 p.m.

3. Election of Mayor Pro Tem

Councilmember Welton moved to nominate Councilmember Booe for Mayor Pro Tem. Motion seconded by Councilmember Kitchens. Motion prevailed by the following vote:

Ayes: Councilmembers McLendon, Booe, Kitchens, Thompson, McKenzie, and Welton  
No: None

**CONSENT AGENDA**

4. Considered approval of the minutes for the May 8 and 15, 2018 City Council meetings.

5. Considered canceling the July 24, 2018 Regular City Council meeting.

6. Considered authorizing the city manager to enter into an annual contract for Citywide Fence Repair, Rental, and Construction Services.

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

Ayes: Councilmembers McLendon, Booe, Kitchens, Thompson, McKenzie, and Welton  
No: None

**PLAT(S)**

7. Considered P-18-02, Provision At North Valentine Addition, a replat of Lots AR, B, and C, Block 1, Meyers Park Addition and Tract 19B and 18A2 William Wallace Survey A1607 to Lots 1 and 2, Block A, Provision At North Valentine Addition, being 9.72 acres located at 225, 237, and 241 W. Bedford Eules Road and 224 Olive Street.

Mayor Wilson recognized Executive Director of Planning and Development Michelle Lazo who reviewed the proposed replat noting Gardner Capital is requesting the replat to develop The Provision at North Valentine, a 96-unit apartment community on the southwest corner of Bedford Eules Road and Valentine Street. Lot 1 will be developed for the apartment community, and Lot 2 will remain zoned single family and will serve as a drainage and utility easement, with a detention pond, to be maintained by the property owner. Ms. Lazo stated Gardner Capital representative John Palmer is available to answer any questions. In response to Councilmembers' questions, staff stated all platting and engineering specifications satisfy requirements.

Councilmember Kitchens moved to approve P-18-02 Provision at North Valentine Addition. Motion seconded by Councilmember McLendon. Motion prevailed by the following vote:

Ayes: Councilmembers McLendon, Booe, Kitchens, Thompson, McKenzie, and Welton

No: None

### **OTHER BUSINESS**

8. Council reviewed the following advisory board, commission and committee meeting minutes:
  - Ñ Animal Services Advisory Committee
  - Ñ Library Board
  - Ñ Senior Citizens Advisory Board
  - Ñ Parks and Recreation Board
  - Ñ Planning and Zoning Commission Work Session
  - Ñ Planning and Zoning Commission
  
9. Review of upcoming calendar items – City Manager Clay Caruthers reviewed the following calendar items:
  - ∩ Monday, May 28, 2018 – City Hall closed
  - ∩ June 4 – June 12, 2018 – Early Voting City Runoff Election
  - ∩ Saturday, June 16, 2018 – City Runoff Election Day
  - ∩ Wednesday, July 4, 2018 – City Offices Closed
  - ∩ Wednesday, July 4, 2018 – Hurst Stars & Stripes, Hurst Community Park
  
10. City Council Reports - Items of Community Interest – Councilmember Welton complimented staff for the Ribbon Cutting ceremony for Jaycee Baker Park new playground equipment.

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

### **ADJOURNMENT**

The meeting adjourned at 7:15 p.m.

**APPROVED** this the 12<sup>th</sup> day of June 2018.

**ATTEST:**

**APPROVED:**

---

Rita L. Frick, City Secretary

---

Henry Wilson, Mayor

**MINUTES  
HURST CITY COUNCIL  
SPECIAL SESSION  
THURSDAY, MAY 31, 2018**

On the 31<sup>st</sup> day of May 2018, at 5:00 p.m., the City Council of the City of Hurst, Texas, convened in Special Session at City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

Henry Wilson	)	Mayor
David Booe	)	Mayor Pro Tem
Bill McLendon	)	Councilmembers
Nancy Welton	)	
Larry Kitchens	)	
Cathy Thompson	)	
Jon McKenzie	)	
Clay Caruthers	)	City Manager
Rita Frick	)	City Secretary

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

**CALL TO ORDER** – Mayor Wilson called the meeting to order at 5:00 p.m.

**EXECUTIVE SESSION in Compliance with the Provisions of the Texas Open Meetings Law, Authorized by Government Code, 551.087 deliberation and conducting of economic development negotiations regarding financial information relative to prospective business expansion in the City (CN Churchill IV, LLC) and 551.072 deliberate the purchase, exchange, lease, or value of real property (Animal Control Shelter) and to reconvene in Open Session at the conclusion of the Executive Session**

Mayor Wilson recessed the meeting to Executive Session at 5:00 p.m. in compliance with the provisions of the Texas Open Meetings Law, authorized by Government Code, 551.087 deliberation and conducting of economic development negotiations regarding financial information relative to prospective business expansion in the City (CN Churchill IV, LLC) and 551.072 deliberate the purchase, exchange, lease, or value of real property (Animal Contract Shelter) and to reconvened Open Session at 6:19 p.m.

1. Consider authorizing the city manager to extend the Certificate of Occupancy deadline for CN Churchill IV, LLC and take any other necessary action.

Mayor Wilson recognized City Attorney Matthew Boyle who stated his understanding, based on discussion in the Executive Session, the Council may wish to consider the following motion: A motion to authorize the city manager to executive modification to the Economic Development Agreement with CN Churchill IV, LLC, consistent with discussions in Executive Session and as follows: Year 1 of the incentives on Exhibit “B” for both Property and Hotel/Motel Tax are eliminated. The developer must obtain a Temporary Certificate of Occupancy no later than June 15,

2018. In the event the developer fails to achieve the June 15 deadline for obtaining the Temporary Certificate of Occupancy, for each week thereafter that deadline is missed the rebates in Exhibit "B" are reduced 10% per line item per each week of delay. In the event that a final Certificate of Occupancy is not obtained by June 30 all of the rebate incentives in Exhibit "B" are eliminated.

City Manager Caruthers requested a clarification on the year one strike. Mayor Wilson stated it would lop off the end, so you have two years of 100%, then starts down. City Attorney Matthew Boyle stated if someone wishes to make such a motion they could do so by simply saying so moved.

Councilmember Kitchens stated so moved. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

Ayes: Councilmembers McLendon, Booe, Kitchens, Thompson, McKenzie, and Welton

No: None

2. Consider any and all action necessary ensuing from Executive Session – No action was taken.

### **ADJOURNMENT**

The meeting was adjourned at 6:22 p.m.

**APPROVED this the 12<sup>th</sup> day of June 2018.**

**ATTEST:**

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

**APPROVED:**

\_\_\_\_\_  
Henry Wilson, Mayor

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into an annual Contract for Monument Sign Maintenance and Repair Services

Supporting Documents:

Meeting Date: 6/12/2018  
Department: Community Services  
Reviewed by: Allan Heindel  
City Manager Review:

Background/Analysis:

Since 2006, the City has contracted with a company for the installation and repair of forty-five monument signs at various locations and facilities within the City. The annual contract enabled the City to utilize a professional monument sign company to maintain all City monument signs. That contract expired in January 2018.

A modified set of specifications, that meet the current needs of the City, and their bid documents were developed. The documents were advertised and distributed according to standard purchasing practices. After a full review, Turner Sign Systems submitted the lowest qualified bid for miscellaneous sign maintenance and repair services.

Funding Sources and Community Sustainability:

It is estimated the Parks Department will require approximately \$10,000 to \$30,000 per year in monument sign maintenance and repair. Funding for the contract is identified in the FY2017-18 Operating and Project Budgets.

In an effort to remain a vibrant community this contract addresses the City Council's Strategic Priorities for Redevelopment and Infrastructure by maintaining and repairing the City's monument signs located at the City facilities, parks, and the landscaped medians at the City's entrances.

Recommendation:

It is recommended that the City Council authorize the city manager to enter into a contract with Turner Sign Systems for monument sign maintenance and repair services with the option to renew for four additional twelve-month periods.

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into a Standard Utility Agreement with the Texas Department of Transportation (TXDOT) regarding reimbursement to the City of Hurst for water utility relocation expenses associated with the improvement to IH 820/SH 121

Supporting Documents:

Standard Utility Agreement

Meeting Date: 6/12/2018  
 Department: Public Works  
 Reviewed by: Greg Dickens  
 City Manager Review:

Background/Analysis:

Roadway expansion and improvements to IH 820/SH121 are now under contract by TXDOT. Initial work phases include relocation of various public and franchise utility infrastructure. The limits of the TXDOT project extend from north of West Pipeline Road south along IH 820 to south of Randol Mill Road and south along SH121 to north of Midway Road. Work includes the addition of managed lanes, general purpose lanes, frontage road improvements, multiple new bridges/overpasses and frontage road connection improvements at SH10 and at Trinity Boulevard. Also included are direct connector ramps from NB SH121 to SB IH 820 and to Trinity Boulevard.

The planned work includes minor relocation of City of Hurst water utilities in preparation for the roadway construction. The relocation cost of city water system pipelines is estimated to be \$8,860.00 for force account labor, and \$77,309.19 in easement acquisition costs. These costs will be borne by the City initially and reimbursed by TXDOT as the costs are accrued and submitted to TXDOT with required reimbursement documentation. The project water line construction work is estimated to total \$148,762.62 and will be paid directly by TXDOT to their construction contractor.

Since this TXDOT project is a federally funded project, costs associated with all utility relocation work is 100% reimbursable to the various utility owners.

The subject agreement is a standard TXDOT contract for reimbursement to the City. Since the costs outlined in this agreement are estimates, TXDOT will pay overruns up to 25%. Amounts greater or lesser will result in a request for an updated final agreement.

Funding Sources and Community Sustainability:

There is no permanent fiscal impact. Sufficient funds are available to initially fund this work in the Depreciation Fund. The City of Hurst will have to carry the various direct costs until receiving the reimbursement payments from TXDOT. This item meets the Council's goal of Financial Sustainability.

Recommendation:

Staff recommends the City Council authorize the city manager to enter into a Standard Utility Agreement with Texas Department of Transportation, regarding reimbursement to the City of Hurst, for water utility relocation expenses associated with the improvements to IH 820/SH 121.



## STANDARD UTILITY AGREEMENT

U-Number: **U15333**

District: Fort Worth  
Federal Project No.:  
ROW CSJ: 0008-13-232  
Highway Project Letting Date:  
12/2017

County: Tarrant  
Highway: 820  
From: SH 121/SH 183 Interchange  
To: Randol Mill Road

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("**State**"), and City of Hurst, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

**WHEREAS**, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above;

**WHEREAS**, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: Relocate water line in 3 locations along IH 820. The adjustment along IH 820 on the northbound ROW from station 794+00 to 797+00 is an 8" PVC on an easement south of Hwy 10. Adjustments on the southbound side are crossings of side roads at Encino and Valencia to avoid proposed drainage improvements ; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

**WHEREAS**, the **State** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

**WHEREAS**, the **State**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

### **NOW, THEREFORE, BE IT AGREED:**

The **State** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B. **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to **State** not later than 90 days after completion of the work.

\_\_\_\_\_  
Initial      Date  
TxDOT

\_\_\_\_\_  
Initial      Date  
Utility

When requested, the **State** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Alternatively, **State** agrees to pay **Utility** an agreed lump sum of \$0 as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and/or relocations and upon receipt of a final billing, make payment to **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **State** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

This agreement in its entirety consists of the following elements:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Accounting Method (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
5. Statement Covering Contract Work – ROW-U-48 (Attachment "D");
6. Eligibility Ratio (Attachment "F");
7. Betterment Calculation and Estimates (Attachment "G");
8. Proof of Property Interest – ROW-U-1A, ROW-U-1B, or ROW-U-1C (Attachment "H"); and
9. Utility Joint Use Acknowledgment - ROW-U-JUA and/or Utility Installation Request - Form 1082 (Attachment "E").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State and Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **State**. However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

\_\_\_\_\_  
Initial      Date  
TxDOT

\_\_\_\_\_  
Initial      Date  
Utility

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that TxDOT makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

**UTILITY**

Utility: City of Hurst  
*Name of Utility*

By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print or Type Name*

Title: \_\_\_\_\_

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

**EXECUTION RECOMMENDED:**

\_\_\_\_\_  
*Director of TP&D (or designee), District*

**THE STATE OF TEXAS**

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
*District Engineer (or designee)*

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

\_\_\_\_\_  
Initial Date  
TxDOT

\_\_\_\_\_  
Initial Date  
Utility

**City of Hurst**

**U-Number: U15333**

**IH 820**

From: SH 121/SH 183 Interchange  
To: Randol Mill Road

ROW CSJ: 0008-13-232  
Construction CSJ: 0008-13-221

**Attachment "A"**

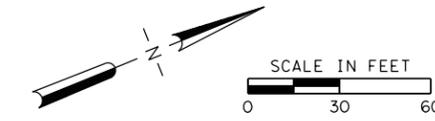
**Plans, Specifications, and Estimated Costs**

U15333 City of Hurst

Itemized Cost Categories	Estimated Costs				Actual Costs				Variances		Remarks
	Qty.	Unit	Unit Cost	Total	Qty.	Unit	Unit Cost	Total	\$\$ Difference	% Difference	
<u>Contract Engineering</u>											
Relo Consultant Eng done through Roadway Design Contract	0		\$ -	\$ -				\$ -	\$ -	-	#DIV/0!
Subtotal Engineering				\$ -				\$ -	\$ -	-	#DIV/0!
<u>Internal Labor (Project Manager)</u>											
Inspection	80	Hrs.	\$ 50.00	\$ 4,000.00				\$ -	\$ (4,000.00)	-100.00%	
Contract Manager	20	Hrs.	\$ 65.00	\$ 1,300.00				\$ -	\$ (1,300.00)	-100.00%	
Project Manager	40	Hrs.	\$ 75.00	\$ 3,000.00				\$ -	\$ (3,000.00)	-100.00%	
Admin	16	Hrs.	\$ 35.00	\$ 560.00				\$ -	\$ (560.00)	-100.00%	
Subtotal Internal Labor				\$ 8,860.00				\$ -	\$ (8,860.00)	-100.00%	
<u>ROW</u>											
Purchase of Easement	2091	sqft	\$ 31.09	\$ 65,009.19				\$ -	\$ (65,009.19)	-100.00%	
Easement Title Survey	1	ea	\$ 1,500.00	\$ 1,500.00				\$ -	\$ (1,500.00)	-100.00%	
Legal - Easement Acquisition	16	Hrs.	\$ 300.00	\$ 4,800.00				\$ -	\$ (4,800.00)	-100.00%	
Topographic Survey	1	ea	\$ 1,500.00	\$ 1,500.00				\$ -	\$ -		
Acquisition Costs - ROW Agent	60	Hrs.	\$ 75.00	\$ 4,500.00				\$ -	\$ (4,500.00)	-100.00%	
Subtotal Internal ROW Costs				\$ 77,309.19				\$ -	\$ (77,309.19)	-100.00%	
<u>Construction Labor &amp; Materials</u>											
Cut and Restore Pavement	46	sqyd	\$ 109.44	\$ 5,034.24				\$ -	\$ (5,034.24)	-100.00%	
**CL C Conc (Misc)	2.8	cyd	\$ 500.00	\$ 1,400.00				\$ -	\$ (1,400.00)	-100.00%	
Remove 8" Water Line	473	lf	\$ 27.02	\$ 12,780.46				\$ -	\$ (12,780.46)	-100.00%	
Connect to Exis Water line	6	ea	\$ 3,117.37	\$ 18,704.22				\$ -	\$ (18,704.22)	-100.00%	
**8" Gate Valve	6	ea	\$ 1,766.51	\$ 10,599.06				\$ -	\$ (10,599.06)	-100.00%	

Itemized Cost Categories	Estimated Costs				Actual Costs				Variances		Remarks
	Qty.	Unit	Unit Cost	Total	Qty.	Unit	Unit Cost	Total	\$\$ Difference	% Difference	
**Ductile Iron Water Fittings	2	ton	\$ 11,825.21	\$ 23,650.42				\$ -	\$ (23,650.42)	-100.00%	
8" PVC Water Pipe; DR 18	410	lf	\$ 167.30	\$ 68,593.00				\$ -	\$ (68,593.00)	-100.00%	
DSPL Hvy ChRN TTR MN FLSH WTR	4	ea	\$ 675.43	\$ 2,701.72				\$ -	\$ (2,701.72)	-100.00%	
Cut and Plug water main for test	6	ea	\$ 883.25	\$ 5,299.50				\$ -	\$ (5,299.50)	-100.00%	
				\$ -				\$ -	\$ -	#DIV/0!	
Subtotal Internal Costs				\$ 148,762.62				\$ -	\$ (148,762.62)	-100.00%	
ROADWAY CONTRACTOR TOTAL				\$ 148,762.62							
TOTAL TO BE REIMBURSED TO THE CITY				\$ 86,169.19							
Project Totals				\$ 234,931.81	\$ -	\$ -	\$ -	\$ -	\$ (157,622.62)	#DIV/0!	

Items in the identified with an \*\*Asterisk in the materials section will comply with "Buy America" provisions.

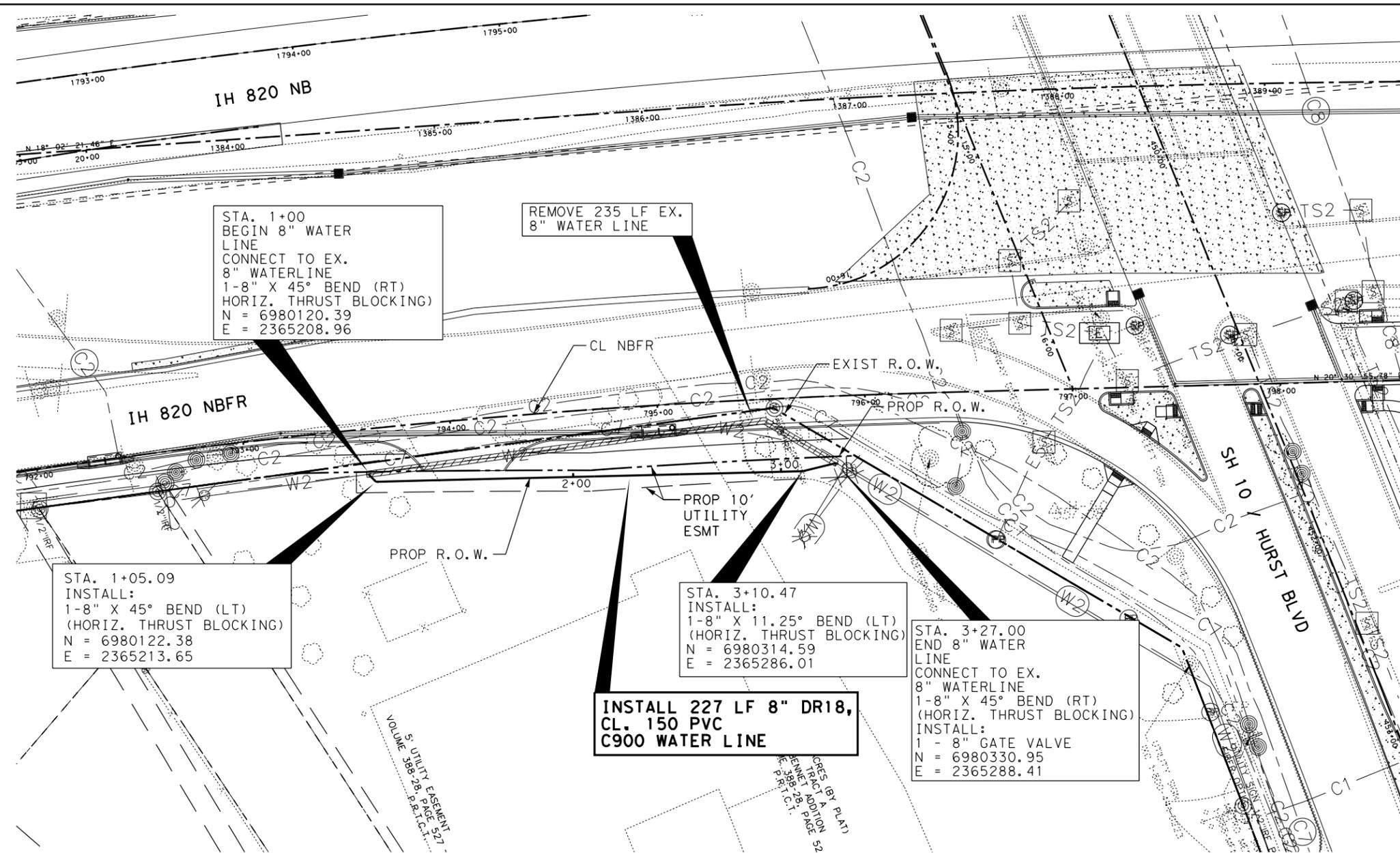


GENERAL NOTES: (APPLICABLE TO ALL WATER MAIN RELOCATIONS)

- WATER MAIN AND APPURTENANCES:
1. ALL PROPOSED WATER MAINS SHALL BE PVC C-900 (DR-18) WATER PIPE, EMBEDMENT SHALL BE PER DETAILS.
  2. COMPACT FITTINGS ARE NOT AUTHORIZED FOR THIS PROJECT. ALL DUCTILE IRON PIPE, FITTINGS AND FIRE HYDRANT BASES SHALL BE ENCASED WITH POLYETHYLENE WRAP.
  3. ALL BENDS, TEES, FIRE HYDRANTS AND PLUGS ARE TO BE RESTRAINED TYPE FITTINGS AND TO BE BLOCKED WITH CLASS "C" CONCRETE AS PER CITY OF HURST STANDARDS, IN ADDITION TO RESTRAINED JOINTS. ALL FIRE HYDRANTS SHALL BE INSTALLED PER CITY OF HURST STANDARDS.
  4. IF REQUIRED BY THE CITY OF HURST INSPECTOR, THE CONTRACTOR SHALL INSTALL TEMPORARY WATER LINES UNTIL THE NEW WATER MAIN HAS BEEN COMPLETED, TESTED, APPROVED, AND ACCEPTED BY THE CITY OF HURST.
  5. IF NO TEMPORARY MAINS ARE REQUIRED BY THE CITY OF HURST INSPECTOR, THEN THE EXISTING WATER MAINS ARE TO BE IN SERVICE WITH THE FIRE HYDRANTS UNTIL THE NEW WATER MAIN HAS BEEN TESTED, APPROVED AND ACCEPTED BY THE CITY OF HURST. NO SEPARATE PAY ITEM.
  6. THE CONTRACTOR WILL ENSURE THAT FIRE HYDRANTS ARE ACCESSIBLE TO FIRE TRUCKS AT ALL TIMES. NO SEPARATE PAY ITEM.
  7. THE CONTRACTOR SHALL SEQUENCE HIS CONSTRUCTION SUCH THAT NO MORE THAN ONE FIRE HYDRANT IS OUT OF SERVICE AT ANY GIVEN TIME.

NOTES: (APPLICABLE TO ALL WATER MAIN RELOCATIONS)

1. SEE SHEET NO.'S 3 & 4 FOR CONSTRUCTION DETAILS AND GENERAL NOTES.
2. HORIZONTAL THRUST BLOCKING TO BE USED ON ALL HORIZONTAL BENDS.
3. NEW WATER LINE SHOULD BE FULLY CONSTRUCTED, TESTED AND DISINFECTED PRIOR TO CONNECTING TO EXISTING WATER LINES.
4. CONNECTIONS SHALL BE MADE DURING OVER-NIGHT HOURS TO MINIMIZE WATER SERVICE LOSS TO CITY CUSTOMERS.



**LEGEND OF UTILITY TYPES**

ABANDONED UTILITY	----
PROPOSED UTILITY	----
UNKNOWN UTILITY	----
<b>Communications</b>	
AT&T (TELEPHONE)	QL "B" C1
AT&T (FIBER OPTIC OR DUCT)	C2
ZAYO (FIBER OPTIC OR DUCT)	C3
TWT (FIBER OPTIC OR DUCT)	C4
CHARTER (FIBER OPTIC OR DUCT)	C5
CHARTER (CABLE TV)	C6
LEVEL 3 (FIBER OPTIC OR DUCT)	C7
MCIVERIZON (FIBER OPTIC OR DUCT)	C8
FIBERLIGHT (FIBER OPTIC OR DUCT)	C9
TXDOT (FIBER OPTIC OR DUCT)	C10
UNKNOWN (FIBER OPTIC OR DUCT)	C11
AT&T (TELEPHONE)	QL "C"/QL "D" (C1)
AT&T (FIBER OPTIC OR DUCT)	(C2)
ZAYO (FIBER OPTIC OR DUCT)	(C3)
TWT (FIBER OPTIC OR DUCT)	(C4)
CHARTER (FIBER OPTIC OR DUCT)	(C5)
CHARTER (CABLE TV)	(C6)
LEVEL 3 (FIBER OPTIC OR DUCT)	(C7)
MCIVERIZON (FIBER OPTIC OR DUCT)	(C8)
FIBERLIGHT (FIBER OPTIC OR DUCT)	(C9)
TXDOT (FIBER OPTIC OR DUCT)	(C10)
UNKNOWN (FIBER OPTIC OR DUCT)	(C11)

**Electric / Power**

HALTOM CITY	QL "B" E1
CITY OF HURST	E2
CITY OF RICHLAND HILLS	E3
CITY OF FORT WORTH	E4
ONCOR	E5
TXDOT	E6
PRIVATE	E7
HALTOM CITY	QL "C"/QL "D" (E1)
CITY OF HURST	(E2)
CITY OF RICHLAND HILLS	(E3)
CITY OF FORT WORTH	(E4)
ONCOR	(E5)
TXDOT	(E6)
PRIVATE	(E7)
HALTOM CITY	QL "B" TS1
CITY OF HURST	TS2
CITY OF RICHLAND HILLS	TS3
CITY OF FORT WORTH	TS4
HALTOM CITY	QL "C"/QL "D" (TS1)
CITY OF HURST	(TS2)
CITY OF RICHLAND HILLS	(TS3)
CITY OF FORT WORTH	(TS4)

**Gas / Petroleum**

ACCESS MIDSTREAM	QL "B" G1
ATMOS	G2
ENTERPRISE	G3
GULF SOUTH	G4
KOCH	G5
SONOCO	G6
ACCESS MIDSTREAM	QL "C"/QL "D" (G1)
ATMOS	(G2)
ENTERPRISE	(G3)
GULF SOUTH	(G4)
KOCH	(G5)
SONOCO	(G6)
HALTOM CITY	QL "B" W1
CITY OF HURST	W2
CITY OF RICHLAND HILLS	W3
CITY OF FORT WORTH	W4
HALTOM CITY	QL "C"/QL "D" (W1)
CITY OF HURST	(W2)
CITY OF RICHLAND HILLS	(W3)
CITY OF FORT WORTH	(W4)

**Sanitary Sewers**

HALTOM CITY	QL "B" WW1
CITY OF HURST	WW2
CITY OF RICHLAND HILLS	WW3
CITY OF FT WORTH	WW4
TRA	WW5
HALTOM CITY	QL "C"/QL "D" (WW1)
CITY OF HURST	(WW2)
CITY OF RICHLAND HILLS	(WW3)
CITY OF FT WORTH	(WW4)
TRA	(WW5)

**OVERHEAD UTILITES**

ONCOR	OH1
AT&T (FIBER OPTIC)	OH2
AT&T (TELEPHONE)	OH3
CHARTER (FIBER OPTIC)	OH4
CHARTER (CATV)	OH5
ZAYO (FIBER)	OH6
FIBERLIGHT (FIBER OPTIC)	OH7
MCIVERIZON (FIBER OPTIC)	OH8
ONCOR (TRANSMISSION)	OH9
PRIVATE	OH10

**Potable Water**

HALTOM CITY	QL "B" W1
CITY OF HURST	W2
CITY OF RICHLAND HILLS	W3
CITY OF FORT WORTH	W4
HALTOM CITY	QL "C"/QL "D" (W1)
CITY OF HURST	(W2)
CITY OF RICHLAND HILLS	(W3)
CITY OF FORT WORTH	(W4)

**LEGEND OF UTILITY SYMBOLS**

(Symbol)	TEST HOLE
(Symbol)	END CAP
(Symbol)	UTILITY CONTINUATION
(Symbol)	TELEPHONE CABINET
(Symbol)	TELEPHONE PEDESTAL
(Symbol)	TELEPHONE HANDHOLE (VAULT)
(Symbol)	TELEPHONE MANHOLE
(Symbol)	FIBER OPTIC VAULT
(Symbol)	CATV PEDESTAL
(Symbol)	WATER VAULT
(Symbol)	WATER VALVE
(Symbol)	WATER METER
(Symbol)	WATER MANHOLE
(Symbol)	FIRE HYDRANT
(Symbol)	GAS VENT PIPE (GAS RISER)
(Symbol)	GAS VALVE
(Symbol)	GAS METER
(Symbol)	GAS TEST STATION
(Symbol)	WASTE WATER MANHOLE
(Symbol)	WASTE WATER CLEANOUT
(Symbol)	LIGHT POLE
(Symbol)	ELECTRIC JUNCTION BOX
(Symbol)	ELECTRIC POLE (POWER)
(Symbol)	ELECTRIC POLE W/RISER
(Symbol)	ELECTRIC HANDHOLE
(Symbol)	SIGNAL POLE
(Symbol)	TRAFFIC CAMERA VAULT
(Symbol)	TRAFFIC CAMERA

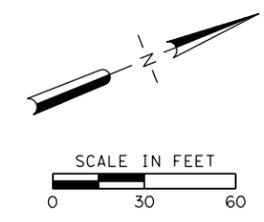
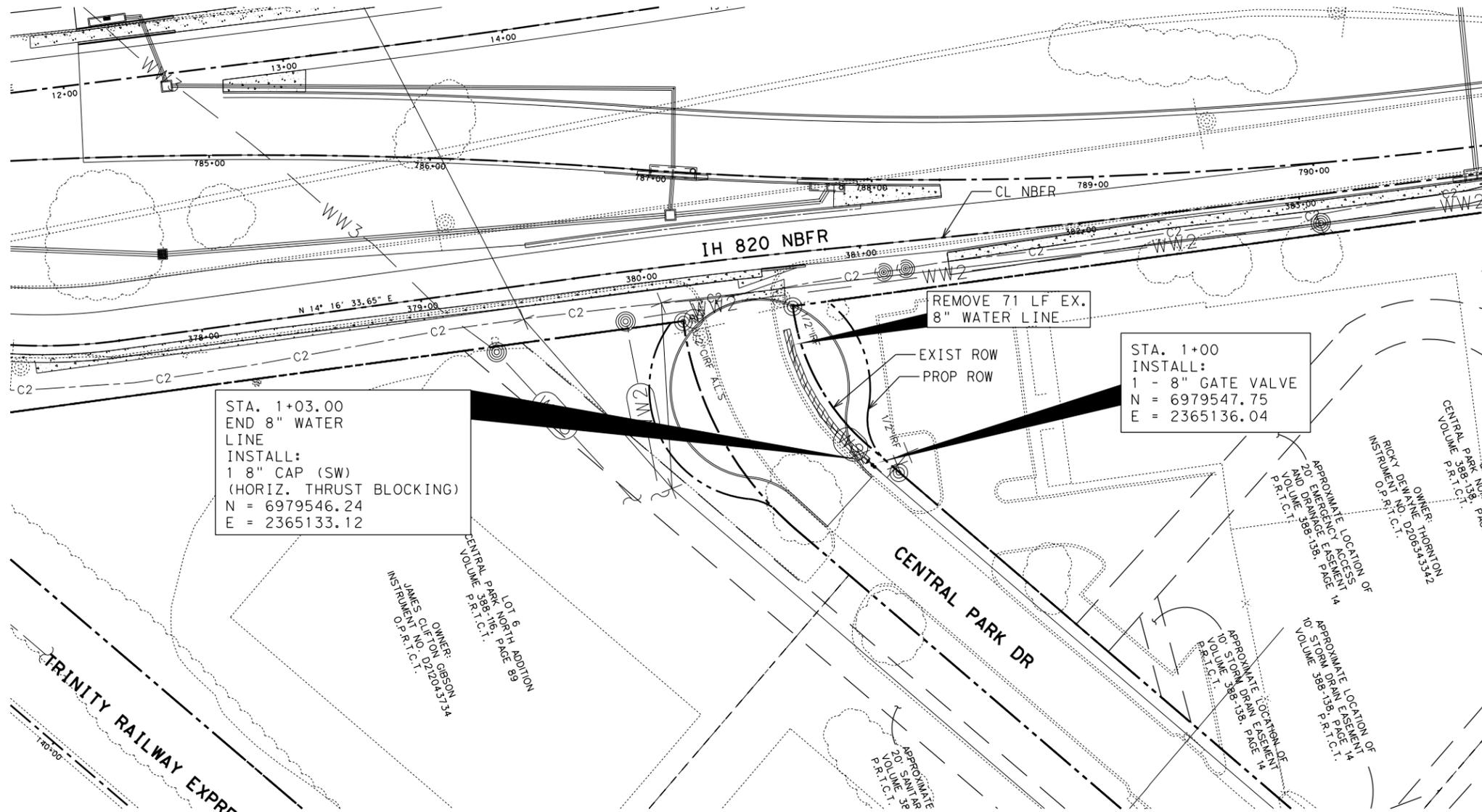
**JACOBS** 1999 BRYAN STREET, SUITE 1200  
DALLAS, TX 75201-3136  
Phone 214.638.0145  
Firm Registration F-2966

Texas Department of Transportation  
© 2017

**IH 820**  
**CITY OF HURST WL RELOCATION**  
**NORTH BOUND FRONTAGE ROAD**  
**STA 794+40 TO STA 795+85**

SCALE: 1"=60'(H) SHEET 1 OF 4

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
RT	6	NH 2018(321), ETC	IH820
CHECK	STATE	DISTRICT	COUNTY
NR	TEXAS	FTW	TARRANT
GRAPHICS	CONTROL	SECTION	JOB
RT	0008	13	221,ETC.
CHECK			
NR			1212



- GENERAL NOTES: (CONTINUED FROM SHT. 1212)
8. BACKFILL MADE ON BREAK REPAIRS TO EXISTING WATER MAINS MAY HAVE BEEN MADE WITH CRUSHED ROCK. THIS COULD PRESENT A CAVE-IN DANGER TO A NEW DITCH; THEREFORE, PRECAUTIONS SHOULD BE TAKEN BY THE CONTRACTOR. NO SEPARATE PAY ITEM.
  9. THE CONTRACTOR SHALL COORDINATE ALL WATER MAIN TIES-INS WITH CITY OF HURST INSPECTOR.
  10. THE CONTRACTOR SHALL VERIFY THE LOCATION AND NUMBER OF ALL EXISTING ACTIVE WATER SERVICES AND CONSTRUCT NEW SERVICES UP TO THE METER PRIOR TO REMOVING THE EXISTING MAIN.
  11. WATER SERVICES GREATER THAN 30 FEET SHALL BE MINIMUM OF 1 INCH IN DIAMETER.
  12. NO SEPARATE PAY ITEMS FOR TRENCHING SUPORT, BACKFILL, EMBEDMENT OR THRUST BLOCKING. ALL ITEMS ARE SUBSIDIARY TO INSTALLING NEW 8" PVC WATER MAIN.

STA. 1+03.00  
END 8" WATER  
LINE  
INSTALL:  
1 8" CAP (SW)  
(HORIZ. THRUST BLOCKING)  
N = 6979546.24  
E = 2365133.12

STA. 1+00  
INSTALL:  
1 - 8" GATE VALVE  
N = 6979547.75  
E = 2365136.04



**LEGEND OF UTILITY TYPES**

ABANDONED UTILITY	----
PROPOSED UTILITY	_____
UNKNOWN UTILITY	-----
<b>Communications</b>	
AT&T (TELEPHONE)	QL "B" C1
AT&T (FIBER OPTIC OR DUCT)	C2
ZAYO (FIBER OPTIC OR DUCT)	C3
TWT (FIBER OPTIC OR DUCT)	C4
CHARTER (FIBER OPTIC OR DUCT)	C5
CHARTER (CABLE TV)	C6
LEVEL 3 (FIBER OPTIC OR DUCT)	C7
MCIVERIZON (FIBER OPTIC OR DUCT)	C8
FIBERLIGHT (FIBER OPTIC OR DUCT)	C9
TXDOT (FIBER OPTIC OR DUCT)	C10
UNKNOWN (FIBER OPTIC OR DUCT)	C11
QL "C"/"QL "D"	
AT&T (TELEPHONE)	(C1)
AT&T (FIBER OPTIC OR DUCT)	(C2)
ZAYO (FIBER OPTIC OR DUCT)	(C3)
TWT (FIBER OPTIC OR DUCT)	(C4)
CHARTER (FIBER OPTIC OR DUCT)	(C5)
CHARTER (CABLE TV)	(C6)
LEVEL 3 (FIBER OPTIC OR DUCT)	(C7)
MCIVERIZON (FIBER OPTIC OR DUCT)	(C8)
FIBERLIGHT (FIBER OPTIC OR DUCT)	(C9)
TXDOT (FIBER OPTIC OR DUCT)	(C10)
UNKNOWN (FIBER OPTIC OR DUCT)	(C11)

**Electric / Power**

HALTOM CITY	QL "B" E1
CITY OF HURST	E2
CITY OF RICHLAND HILLS	E3
CITY OF FORT WORTH	E4
ONCOR	E5
TXDOT	E6
PRIVATE	E7
QL "C"/"QL "D"	
HALTOM CITY	(E1)
CITY OF HURST	(E2)
CITY OF RICHLAND HILLS	(E3)
CITY OF FORT WORTH	(E4)
ONCOR	(E5)
TXDOT	(E6)
PRIVATE	(E7)
<b>TRAFFIC SIGNALS</b>	
HALTOM CITY	QL "B" TS1
CITY OF HURST	TS2
CITY OF RICHLAND HILLS	TS3
CITY OF FORT WORTH	TS4
QL "C"/"QL "D"	
HALTOM CITY	(TS1)
CITY OF HURST	(TS2)
CITY OF RICHLAND HILLS	(TS3)
CITY OF FORT WORTH	(TS4)

**Gas / Petroleum**

ACCESS MIDSTREAM	QL "B" G1
ATMOS	G2
ENTERPRISE	G3
GULF SOUTH	G4
KOCH	G5
SONOCO	G6
QL "C"/"QL "D"	
ACCESS MIDSTREAM	(G1)
ATMOS	(G2)
ENTERPRISE	(G3)
GULF SOUTH	(G4)
KOCH	(G5)
SONOCO	(G6)

**Potable Water**

HALTOM CITY	QL "B" W1
CITY OF HURST	W2
CITY OF RICHLAND HILLS	W3
CITY OF FORT WORTH	W4
QL "C"/"QL "D"	
HALTOM CITY	(W1)
CITY OF HURST	(W2)
CITY OF RICHLAND HILLS	(W3)
CITY OF FORT WORTH	(W4)

**Sanitary Sewers**

HALTOM CITY	QL "B" WW1
CITY OF HURST	WW2
CITY OF RICHLAND HILLS	WW3
CITY OF FT WORTH	WW4
TRA	WW5
QL "C"/"QL "D"	
HALTOM CITY	(WW1)
CITY OF HURST	(WW2)
CITY OF RICHLAND HILLS	(WW3)
CITY OF FT WORTH	(WW4)
TRA	(WW5)

**OVERHEAD UTILITES**

OH1	ONCOR
OH2	AT&T (FIBER OPTIC)
OH3	AT&T (TELEPHONE)
OH4	CHARTER (FIBER OPTIC)
OH5	CHARTER (CATV)
OH6	ZAYO (FIBER)
OH7	FIBERLIGHT (FIBER OPTIC)
OH8	MCIVERIZON (FIBER OPTIC)
OH9	ONCOR (TRANSMISSION)
OH10	PRIVATE

**LEGEND OF UTILITY SYMBOLS**

(Symbol)	TEST HOLE	(Symbol)	GAS VENT PIPE (GAS RISER)
(Symbol)	END CAP	(Symbol)	GAS VALVE
(Symbol)	UTILITY CONTINUATION	(Symbol)	GAS METER
(Symbol)	TELEPHONE CABINET	(Symbol)	GAS TEST STATION
(Symbol)	TELEPHONE PEDESTAL	(Symbol)	WASTE WATER MANHOLE
(Symbol)	TELEPHONE HANDHOLE (VAULT)	(Symbol)	WASTE WATER CLEANOUT
(Symbol)	TELEPHONE MANHOLE	(Symbol)	LIGHT POLE
(Symbol)	FIBER OPTIC VAULT	(Symbol)	ELECTRIC JUNCTION BOX
(Symbol)	CATV PEDESTAL	(Symbol)	ELECTRIC POLE (POWER)
(Symbol)	WATER VAULT	(Symbol)	ELECTRIC POLE W/RISER
(Symbol)	WATER VALVE	(Symbol)	ELECTRIC HANDHOLE
(Symbol)	WATER METER	(Symbol)	SIGNAL POLE
(Symbol)	WATER MANHOLE	(Symbol)	TRAFFIC CAMERA VAULT
(Symbol)	FIRE HYDRANT	(Symbol)	TRAFFIC CAMERA

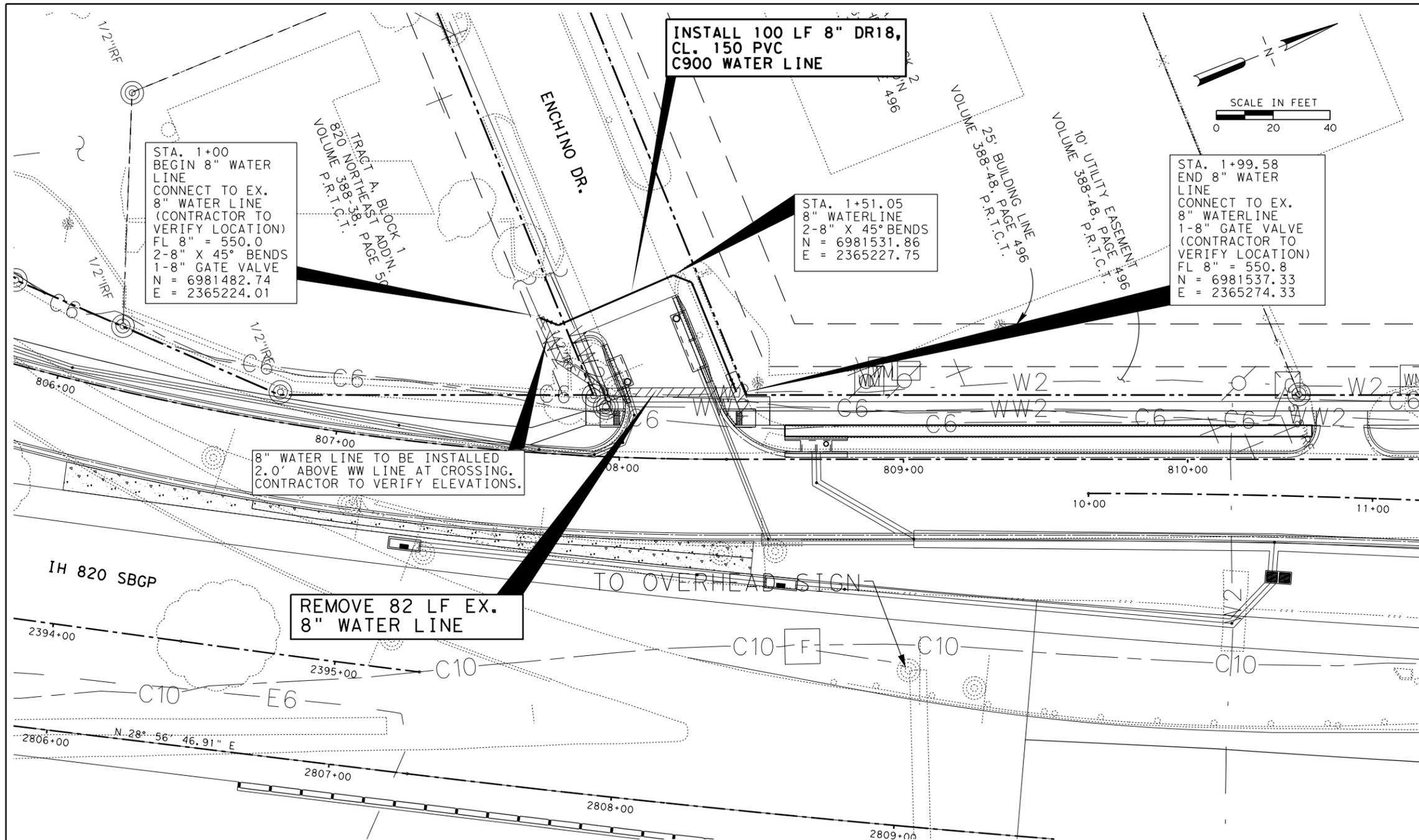
**JACOBS** 1999 BRYAN STREET, SUITE 1200  
DALLAS, TX 75201-3136  
Phone 214.638.0145  
Firm Registration F-2966

Texas Department of Transportation  
© 2017

**IH 820**  
**CITY OF HURST WL RELOCATION**  
**CUL-DE-SAC AT CENTRAL PARK DR.**

SCALE: 1"=60'(H) SHEET 2 OF 4

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
RT	6	NH 2018(321), ETC	IH820
CHECK	STATE	DISTRICT	COUNTY
NR	TEXAS	FTW	TARRANT
GRAPHICS	CONTROL	SECTION	JOB
RT	0008	13	221,ETC.
CHECK			
NR			1213



STA. 1+00  
 BEGIN 8" WATER  
 LINE  
 CONNECT TO EX.  
 8" WATER LINE  
 (CONTRACTOR TO  
 VERIFY LOCATION)  
 FL 8" = 550.0  
 2-8" X 45° BENDS  
 1-8" GATE VALVE  
 N = 6981482.74  
 E = 2365224.01

INSTALL 100 LF 8" DR18,  
 CL. 150 PVC  
 C900 WATER LINE

STA. 1+51.05  
 8" WATERLINE  
 2-8" X 45° BENDS  
 N = 6981531.86  
 E = 2365227.75

STA. 1+99.58  
 END 8" WATER  
 LINE  
 CONNECT TO EX.  
 8" WATERLINE  
 1-8" GATE VALVE  
 (CONTRACTOR TO  
 VERIFY LOCATION)  
 FL 8" = 550.8  
 N = 6981537.33  
 E = 2365274.33

8" WATER LINE TO BE INSTALLED  
 2.0' ABOVE WW LINE AT CROSSING.  
 CONTRACTOR TO VERIFY ELEVATIONS.

REMOVE 82 LF EX.  
 8" WATER LINE

**LEGEND OF UTILITY TYPES**

ABANDONED UTILITY	----
PROPOSED UTILITY	----
UNKNOWN UTILITY	----
<b>Communications</b>	
AT&T (TELEPHONE)	QL "B" C1
AT&T (FIBER OPTIC OR DUCT)	C2
ZAYO (FIBER OPTIC OR DUCT)	C3
TWT (FIBER OPTIC OR DUCT)	C4
CHARTER (FIBER OPTIC OR DUCT)	C5
CHARTER (CABLE TV)	C6
LEVEL 3 (FIBER OPTIC OR DUCT)	C7
MCI/VERIZON (FIBER OPTIC OR DUCT)	C8
FIBERLIGHT (FIBER OPTIC OR DUCT)	C9
TXDOT (FIBER OPTIC OR DUCT)	C10
UNKNOWN (FIBER OPTIC OR DUCT)	C11
	QL "C"/QL "D"
AT&T (TELEPHONE)	(C1)
AT&T (FIBER OPTIC OR DUCT)	(C2)
ZAYO (FIBER OPTIC OR DUCT)	(C3)
TWT (FIBER OPTIC OR DUCT)	(C4)
CHARTER (FIBER OPTIC OR DUCT)	(C5)
CHARTER (CABLE TV)	(C6)
LEVEL 3 (FIBER OPTIC OR DUCT)	(C7)
MCI/VERIZON (FIBER OPTIC OR DUCT)	(C8)
FIBERLIGHT (FIBER OPTIC OR DUCT)	(C9)
TXDOT (FIBER OPTIC OR DUCT)	(C10)
UNKNOWN (FIBER OPTIC OR DUCT)	(C11)

**Electric / Power**

HALTOM CITY	QL "B" E1
CITY OF HURST	E2
CITY OF RICHLAND HILLS	E3
CITY OF FORT WORTH	E4
ONCOR	E5
TXDOT	E6
PRIVATE	E7
	QL "C"/QL "D"
HALTOM CITY	(E1)
CITY OF HURST	(E2)
CITY OF RICHLAND HILLS	(E3)
CITY OF FORT WORTH	(E4)
ONCOR	(E5)
TXDOT	(E6)
PRIVATE	(E7)
<b>TRAFFIC SIGNALS</b>	
HALTOM CITY	QL "B" TS1
CITY OF HURST	TS2
CITY OF RICHLAND HILLS	TS3
CITY OF FORT WORTH	TS4
	QL "C"/QL "D"
HALTOM CITY	(TS1)
CITY OF HURST	(TS2)
CITY OF RICHLAND HILLS	(TS3)
CITY OF FORT WORTH	(TS4)

**Gas / Petroleum**

ACCESS MIDSTREAM	QL "B" G1
ATMOS	G2
ENTERPRISE	G3
GULF SOUTH	G4
KOCH	G5
SONOCO	G6
	QL "C"/QL "D"
ACCESS MIDSTREAM	(G1)
ATMOS	(G2)
ENTERPRISE	(G3)
GULF SOUTH	(G4)
KOCH	(G5)
SONOCO	(G6)

**Potable Water**

HALTOM CITY	QL "B" W1
CITY OF HURST	W2
CITY OF RICHLAND HILLS	W3
CITY OF FORT WORTH	W4
	QL "C"/QL "D"
HALTOM CITY	(W1)
CITY OF HURST	(W2)
CITY OF RICHLAND HILLS	(W3)
CITY OF FORT WORTH	(W4)

**Sanitary Sewers**

HALTOM CITY	QL "B" WW1
CITY OF HURST	WW2
CITY OF RICHLAND HILLS	WW3
CITY OF FT WORTH	WW4
TRA	WW5
	QL "C"/QL "D"
HALTOM CITY	(WW1)
CITY OF HURST	(WW2)
CITY OF RICHLAND HILLS	(WW3)
CITY OF FT WORTH	(WW4)
TRA	(WW5)

**OVERHEAD UTILITES**

ONCOR	OH1
AT&T (FIBER OPTIC)	OH2
AT&T (TELEPHONE)	OH3
CHARTER (FIBER OPTIC)	OH4
CHARTER (CATV)	OH5
ZAYO (FIBER)	OH6
FIBERLIGHT (FIBER OPTIC)	OH7
MCI/VERIZON (FIBER OPTIC)	OH8
ONCOR (TRANSMISSION)	OH9
PRIVATE	OH10

**LEGEND OF UTILITY SYMBOLS**

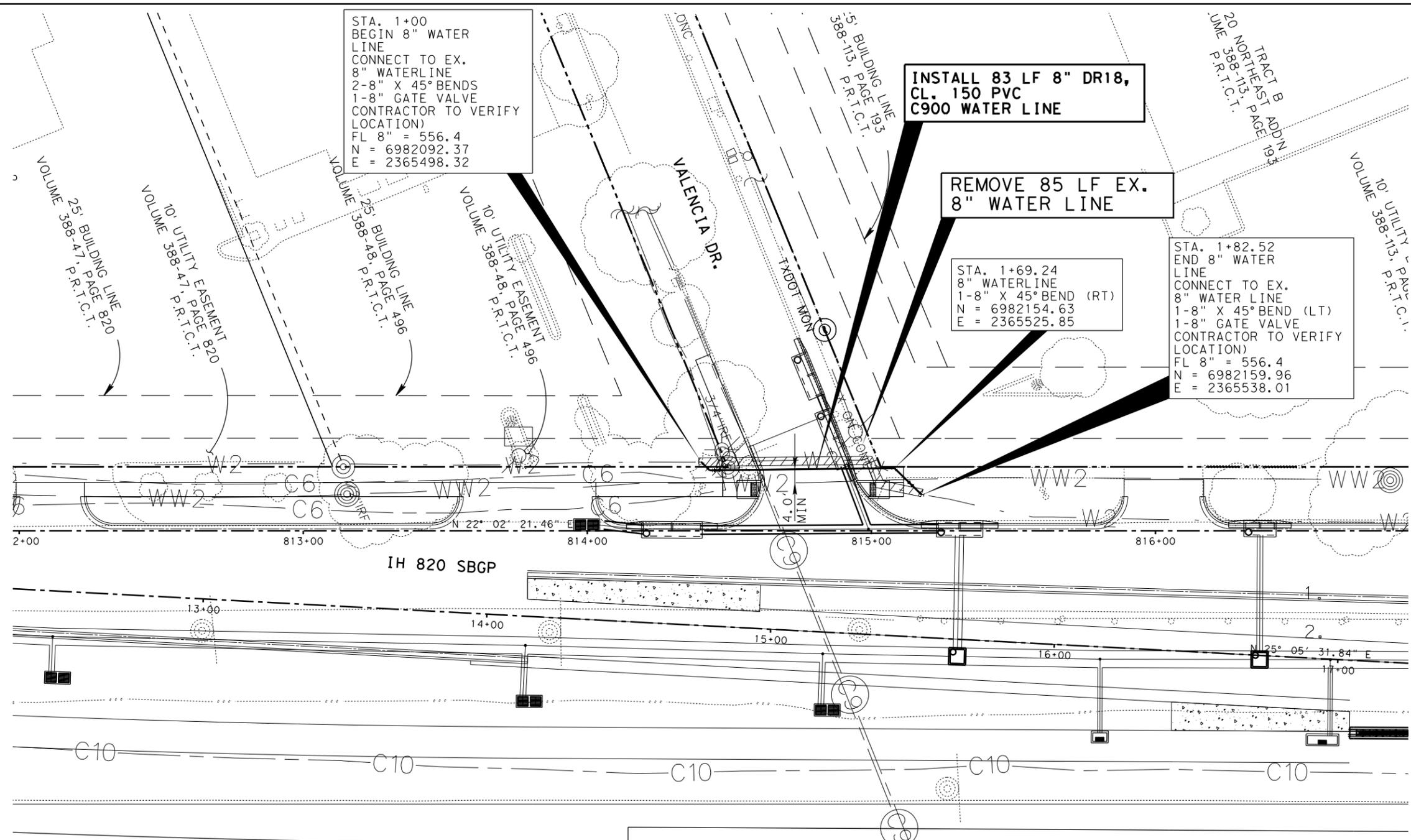
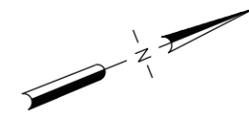
TEST HOLE	⊙
END CAP	⊙
UTILITY CONTINUATION	---
TELEPHONE CABINET	⊙
TELEPHONE PEDESTAL	⊙
TELEPHONE HANDHOLE (VAULT)	⊙
TELEPHONE MANHOLE	⊙
FIBER OPTIC VAULT	⊙
CATV PEDESTAL	⊙
WATER VAULT	⊙
WATER VALVE	⊙
WATER METER	⊙
WATER MANHOLE	⊙
FIRE HYDRANT	⊙
GAS VENT PIPE (GAS RISER)	⊙
GAS VALVE	⊙
GAS METER	⊙
GAS TEST STATION	⊙
WASTE WATER MANHOLE	⊙
WASTE WATER CLEANOUT	⊙
LIGHT POLE	⊙
ELECTRIC JUNCTION BOX	⊙
ELECTRIC POLE (POWER)	⊙
ELECTRIC POLE W/RISER	⊙
ELECTRIC HANDHOLE	⊙
SIGNAL POLE	⊙
TRAFFIC CAMERA VAULT	⊙
TRAFFIC CAMERA	⊙



**IH 820  
 CITY OF HURST WL RELOCATION  
 WATER LINE CONFLICT D-1C  
 IH 820 AND ENCHINO DR.**

SCALE: 1"=60'(H) SHEET 3 OF 4

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
RT	6	NH 2018(321), ETC	IH820
CHECK	STATE	DISTRICT	COUNTY
NR	TEXAS	FTW	TARRANT
GRAPHICS	CONTROL	SECTION	JOB
RT	0008	13	221, ETC.
CHECK			
NR			1214



INSTALL 83 LF 8" DR18,  
 CL. 150 PVC  
 C900 WATER LINE

REMOVE 85 LF EX.  
 8" WATER LINE

STA. 1+69.24  
 8" WATERLINE  
 1-8" X 45° BEND (RT)  
 N = 6982154.63  
 E = 2365525.85

STA. 1+82.52  
 END 8" WATER  
 LINE  
 CONNECT TO EX.  
 8" WATER LINE  
 1-8" X 45° BEND (LT)  
 1-8" GATE VALVE  
 CONTRACTOR TO VERIFY  
 LOCATION)  
 FL 8" = 556.4  
 N = 6982159.96  
 E = 2365538.01

**LEGEND OF UTILITY TYPES**

ABANDONED UTILITY	---
PROPOSED UTILITY	---
UNKNOWN UTILITY	---
<b>Communications</b>	
AT&T (TELEPHONE)	QL "B" C1
AT&T (FIBER OPTIC OR DUCT)	C2
ZAYO (FIBER OPTIC OR DUCT)	C3
TWT (FIBER OPTIC OR DUCT)	C4
CHARTER (FIBER OPTIC OR DUCT)	C5
CHARTER (CABLE TV)	C6
LEVEL 3 (FIBER OPTIC OR DUCT)	C7
MCIVERIZON (FIBER OPTIC OR DUCT)	C8
FIBERLIGHT (FIBER OPTIC OR DUCT)	C9
TXDOT (FIBER OPTIC OR DUCT)	C10
UNKNOWN (FIBER OPTIC OR DUCT)	C11
<b>QL "C"/QL "D"</b>	
AT&T (TELEPHONE)	(C1)
AT&T (FIBER OPTIC OR DUCT)	(C2)
ZAYO (FIBER OPTIC OR DUCT)	(C3)
TWT (FIBER OPTIC OR DUCT)	(C4)
CHARTER (FIBER OPTIC OR DUCT)	(C5)
CHARTER (CABLE TV)	(C6)
LEVEL 3 (FIBER OPTIC OR DUCT)	(C7)
MCIVERIZON (FIBER OPTIC OR DUCT)	(C8)
FIBERLIGHT (FIBER OPTIC OR DUCT)	(C9)
TXDOT (FIBER OPTIC OR DUCT)	(C10)
UNKNOWN (FIBER OPTIC OR DUCT)	(C11)

**Electric / Power**

HALTOM CITY	QL "B" E1
CITY OF HURST	E2
CITY OF RICHLAND HILLS	E3
CITY OF FORT WORTH	E4
ONCOR	E5
TXDOT	E6
PRIVATE	E7
<b>QL "C"/QL "D"</b>	
HALTOM CITY	(E1)
CITY OF HURST	(E2)
CITY OF RICHLAND HILLS	(E3)
CITY OF FORT WORTH	(E4)
ONCOR	(E5)
TXDOT	(E6)
PRIVATE	(E7)
<b>TRAFFIC SIGNALS</b>	
HALTOM CITY	QL "B" TS1
CITY OF HURST	TS2
CITY OF RICHLAND HILLS	TS3
CITY OF FORT WORTH	TS4
<b>QL "C"/QL "D"</b>	
HALTOM CITY	(TS1)
CITY OF HURST	(TS2)
CITY OF RICHLAND HILLS	(TS3)
CITY OF FORT WORTH	(TS4)

**Gas / Petroleum**

ACCESS MIDSTREAM	QL "B" G1
ATMOS	G2
ENTERPRISE	G3
GULF SOUTH	G4
KOCH	G5
SONOCO	G6
<b>QL "C"/QL "D"</b>	
ACCESS MIDSTREAM	(G1)
ATMOS	(G2)
ENTERPRISE	(G3)
GULF SOUTH	(G4)
KOCH	(G5)
SONOCO	(G6)
<b>Potable Water</b>	
HALTOM CITY	QL "B" W1
CITY OF HURST	W2
CITY OF RICHLAND HILLS	W3
CITY OF FORT WORTH	W4
<b>QL "C"/QL "D"</b>	
HALTOM CITY	(W1)
CITY OF HURST	(W2)
CITY OF RICHLAND HILLS	(W3)
CITY OF FORT WORTH	(W4)

**Sanitary Sewers**

HALTOM CITY	QL "B" WW1
CITY OF HURST	WW2
CITY OF RICHLAND HILLS	WW3
CITY OF FT WORTH	WW4
TRA	WW5
<b>QL "C"/QL "D"</b>	
HALTOM CITY	(WW1)
CITY OF HURST	(WW2)
CITY OF RICHLAND HILLS	(WW3)
CITY OF FT WORTH	(WW4)
TRA	(WW5)

**OVERHEAD UTILITES**

OH1	ONCOR
OH2	AT&T (FIBER OPTIC)
OH3	AT&T (TELEPHONE)
OH4	CHARTER (FIBER OPTIC)
OH5	CHARTER (CATV)
OH6	ZAYO (FIBER)
OH7	FIBERLIGHT (FIBER OPTIC)
OH8	MCIVERIZON (FIBER OPTIC)
OH9	ONCOR (TRANSMISSION)
OH10	PRIVATE

**LEGEND OF UTILITY SYMBOLS**

(Symbol)	TEST HOLE
(Symbol)	END CAP
(Symbol)	UTILITY CONTINUATION
(Symbol)	TELEPHONE CABINET
(Symbol)	TELEPHONE PEDESTAL
(Symbol)	TELEPHONE HANDHOLE (VAULT)
(Symbol)	TELEPHONE MANHOLE
(Symbol)	FIBER OPTIC VAULT
(Symbol)	CATV PEDESTAL
(Symbol)	WATER VAULT
(Symbol)	WATER VALVE
(Symbol)	WATER METER
(Symbol)	WATER MANHOLE
(Symbol)	FIRE HYDRANT
(Symbol)	GAS VENT PIPE (GAS RISER)
(Symbol)	GAS VALVE
(Symbol)	GAS METER
(Symbol)	GAS TEST STATION
(Symbol)	WASTE WATER MANHOLE
(Symbol)	WASTE WATER CLEANOUT
(Symbol)	LIGHT POLE
(Symbol)	ELECTRIC JUNCTION BOX
(Symbol)	ELECTRIC POLE (POWER)
(Symbol)	ELECTRIC POLE W/RISER
(Symbol)	ELECTRIC HANDHOLE
(Symbol)	SIGNAL POLE
(Symbol)	TRAFFIC CAMERA VAULT
(Symbol)	TRAFFIC CAMERA

Jacobs Engineering Group  
 STATE OF TEXAS  
 NARASIMHA REDDY  
 103726  
 LICENSE  
 PROFESSIONAL ENGINEER  
 F-2966  
 10/30/2017

**JACOBS** 1999 BRYAN STREET, SUITE 1200  
 DALLAS, TX 75201-3136  
 Phone 214.638.0145  
 Firm Registration F-2966

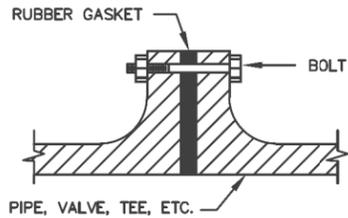
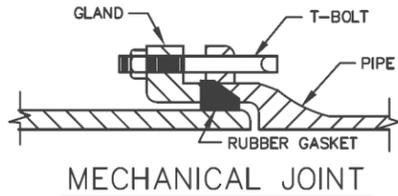
Texas Department of Transportation  
 © 2017

**IH 820**  
**CITY OF HURST WL RELOCATION**  
**WATERLINE CONFLICT D18**  
**IH 820 AND VALENCIA DR**

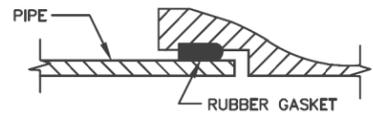
SCALE: 1=60'(H) SHEET 4 OF 4

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
RT	6	NH 2018(321), ETC	IH820
CHECK	STATE	DISTRICT	COUNTY
NR	TEXAS	FTW	TARRANT
GRAPHICS	CONTROL	SECTION	JOB
RT	NR	0008	13
CHECK			
NR			221, ETC.

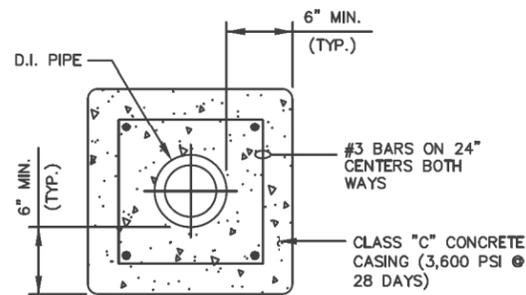
NOTE:  
ALL BOLTS SHALL BE COR-TEN BOLTS AND SHALL MEET REQUIREMENTS OF A.N.S.I. SPECIFICATIONS B16.1.



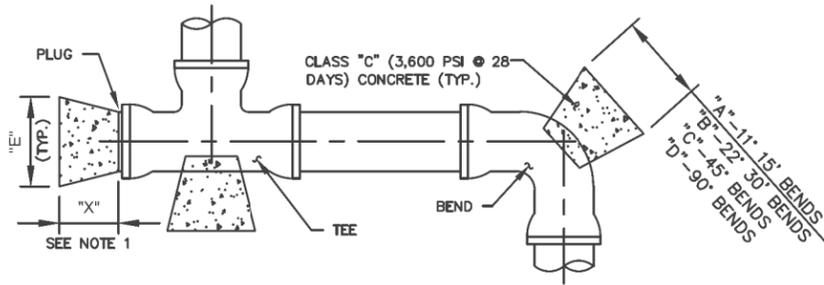
FLANGED CONNECTIONS



TYTON JOINT



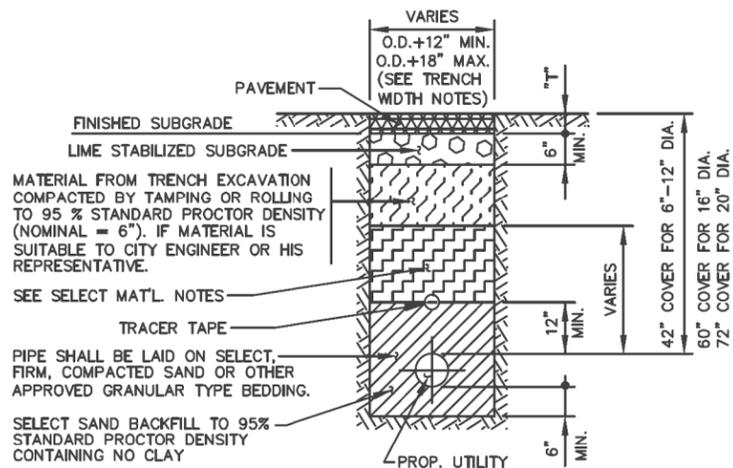
SECTION B-B  
CONCRETE ENCASEMENT FOR WATER MAIN LOWER



PIPE SIZE	"X"	11'-15'			22'-30'			45'			90'			TEE & PLUGS		
		"A"	MIN. AREA	MIN. VOL.	"B"	MIN. AREA	MIN. VOL.	"C"	MIN. AREA	MIN. VOL.	"D"	MIN. AREA	MIN. VOL.	"D"	MIN. AREA	MIN. VOL.
4"	1.00	1.50	2.25	0.10	1.50	2.25	0.10	1.50	2.25	0.10	1.50	2.25	0.10	1.50	2.25	0.10
6"	1.50	1.50	2.25	0.15	1.50	2.25	0.15	1.50	2.25	0.15	1.50	2.25	0.15	1.50	2.25	0.15
8"	1.50	1.75	3.20	0.20	1.75	3.20	0.20	1.75	3.20	0.20	1.75	3.20	0.20	1.75	3.20	0.20
10"	1.50	2.00	4.00	0.25	2.00	4.00	0.25	2.00	4.00	0.25	2.00	4.00	0.25	2.00	4.00	0.25
12"	1.50	2.25	5.00	0.30	2.25	5.00	0.30	2.25	5.00	0.30	2.25	5.00	0.30	2.25	5.00	0.30
16"	2.00	2.50	6.30	0.45	2.50	8.00	0.45	2.80	8.00	0.60	3.75	14.10	1.00	3.20	10.00	0.75
20"	2.00	2.75	7.80	0.60	2.75	12.50	0.60	3.50	12.50	0.90	4.75	22.60	1.70	4.00	16.00	1.20
24"	2.00	3.10	9.30	0.75	3.20	18.20	0.80	4.30	18.20	1.40	5.75	33.00	2.45	4.80	23.00	1.75
30"	2.50	3.50	12.30	1.10	3.80	27.00	1.30	5.20	27.00	2.50	6.80	46.00	3.40	5.90	35.00	2.60
36"	2.50	3.90	15.40	1.50	4.50	40.00	1.90	6.30	40.00	3.70	7.90	63.00	5.10	7.10	51.00	3.75
42"	3.00	4.30	18.50	2.00	5.25	55.00	3.00	7.40	55.00	5.10	9.00	81.00	7.90	8.30	69.00	5.25
48"	3.00	4.70	21.80	2.50	6.00	72.00	4.00	8.50	72.00	6.70	10.80	116.00	10.40	9.50	90.00	8.25
54"	4.00	5.00	25.00	3.70	6.75	92.00	6.70	9.60	92.00	10.00	13.00	169.00	16.00	10.70	115.00	12.00

NOTES:

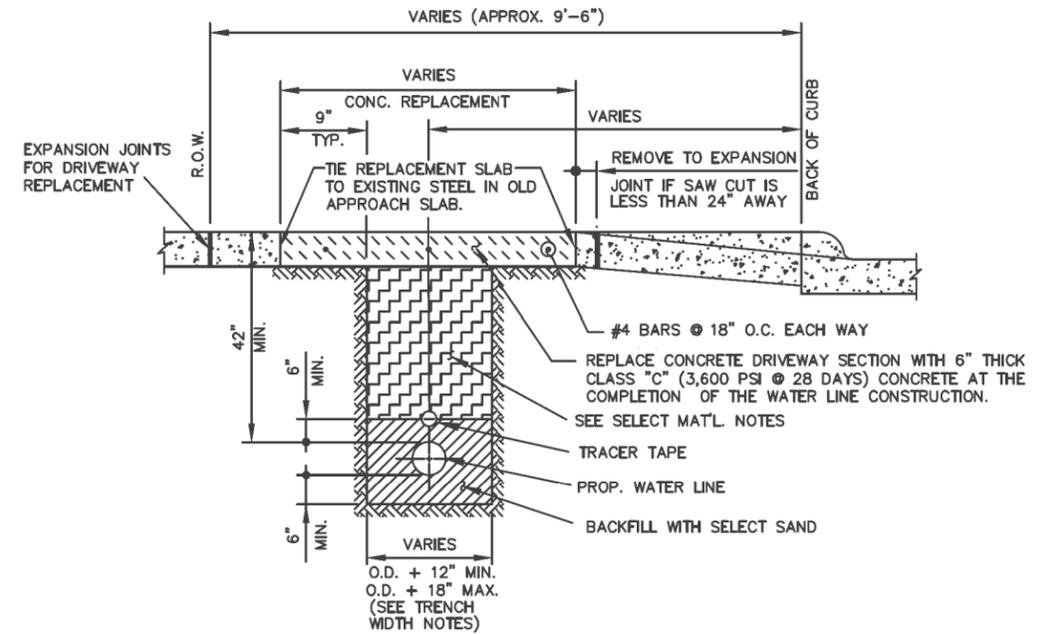
- DIMENSION "X" MAY VARY IF NECESSARY TO PROVIDE BEARING AGAINST UNDISTURBED TRENCH WALL.
- LENGTHS ARE IN UNITS OF FEET, AREAS ARE IN UNITS OF SQUARE FEET, AND VOLUMES ARE IN UNITS OF CUBIC YARDS.
- IF IN THE OPINION OF THE CITY, THE UNDISTURBED TRENCH WALL DOES NOT EXHIBIT ADEQUATE SOIL BEARING CHARACTERISTICS, THE VOLUME OF CONCRETE SHOWN IN THE TABLE SHALL BE INCREASED. THE ADJUSTED QUANTITIES MUST BE APPROVED BY THE CITY ENGINEER. ON CITY CONTRACT PROJECT, THERE SHALL BE NO ADDITIONAL COMPENSATION FOR THE LARGER THRUST BLOCKS.
- VERTICAL DIMENSION OF ALL BLOCK BEARING AREAS SHALL BE IDENTICAL TO HORIZONTAL DIMENSIONS SHOWN.



NOTES:

- THERE WILL BE NO OPEN CUTTING OF EXISTING PAVEMENT AND/OR CURB AND GUTTER THAT IS TO REMAIN IN PLACE WITHOUT THE PERMISSION OF THE CITY ENGINEER.
- ACCESS TO ALL STREETS AND DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND/OR REPAIRS.

EMBEDMENT AND BACKFILL UNDER PROPOSED STREET  
(STREET LIMITS PLUS 2 FT. BEYOND BACK OF CURB)



WATER LINE UNDER DRIVEWAY APPROACH



**JACOBS** 1999 BRYAN STREET, SUITE 1200  
DALLAS, TX 75201-3136  
Phone 214.638.0145  
Firm Registration F-2966

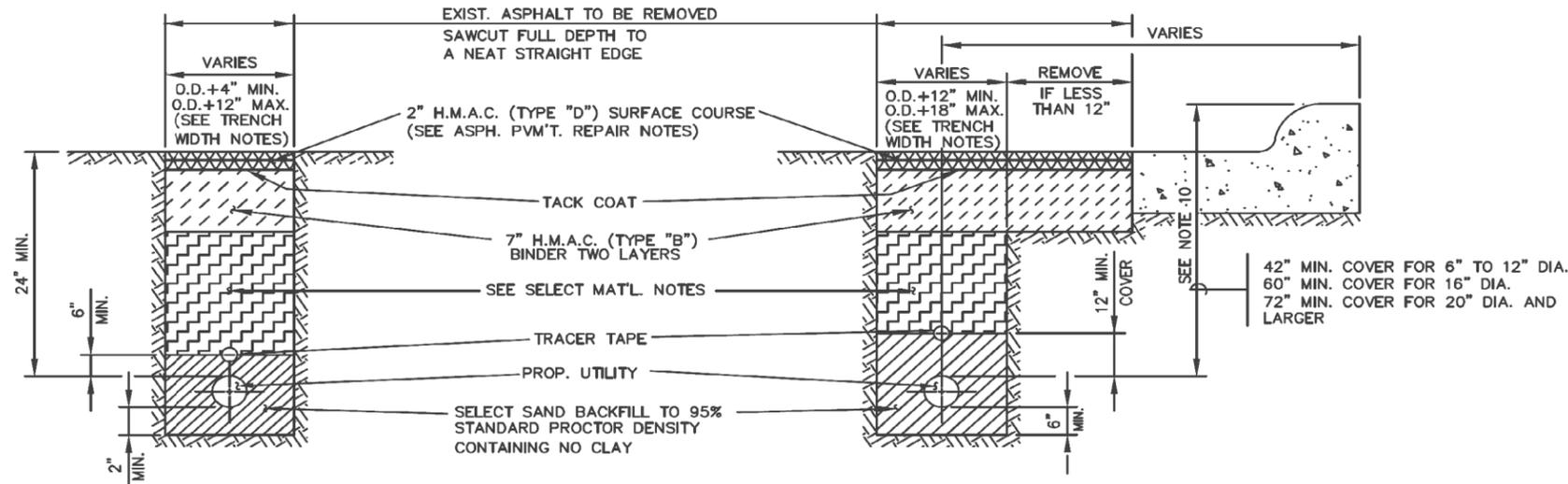
Texas Department of Transportation  
© 2017

**IH 820**  
CITY OF HURST WL RELOCATION  
DETAILS

SCALE: N.T.S. SHEET 2 OF 2

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
RT	6	NH 2018(321), ETC		IH820
CHECK	NR	STATE	DISTRICT	COUNTY
GRAPHICS	RT	TEXAS	FTW	TARRANT
CHECK	NR	CONTROL	SECTION	JOB
		0008	13	221, ETC.

1217

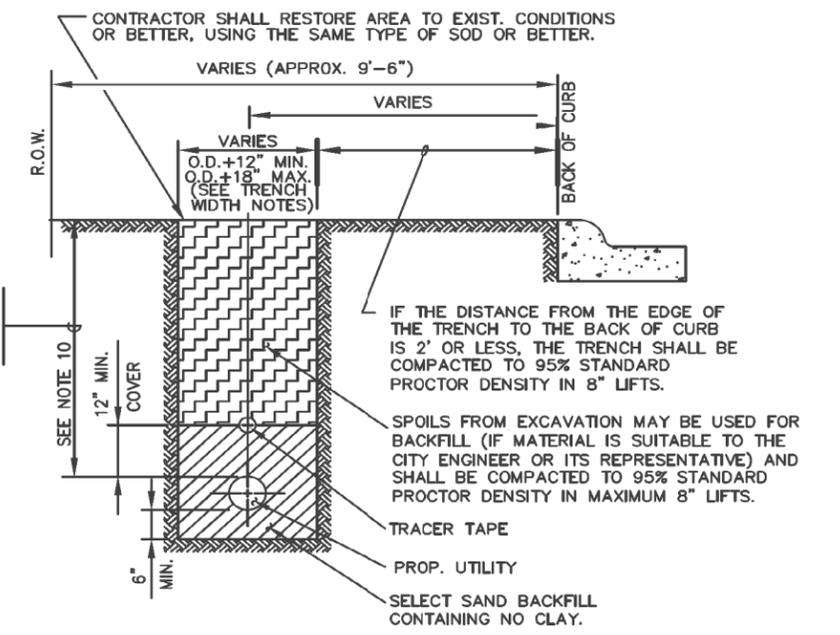


- NOTES:**
1. THE PRIMARY COLLECTOR AND ARTERIAL STREETS REQUIRE A 2" H.M.A.C. (TYPE "D") SURFACE COURSE AND A 7" H.M.A.C. (TYPE "B") BINDER COURSE IN TWO LAYERS.
  2. ALL ASPHALT TO BE COMPACTED TO A MINIMUM OF 95% STANDARD LABORATORY DENSITY.
  3. PAVEMENT REPAIR ON CONCRETE STREETS REQUIRE THAT THE TYPICAL SECTION TO BE APPROVED BY THE CITY ENGINEER.
  4. THERE WILL BE NO OPEN CUTTING OF EXISTING PAVEMENT AND/OR CURB AND GUTTER FOR SERVICE LINES OR ANY OTHER PURPOSE WITHOUT THE EXPRESSED PERMISSION OF THE CITY ENGINEER.
  5. ACCESS TO ALL STREETS AND DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND/OR REPAIRS.

**STREET REPAIR SECTION FOR WATER UTILITY SERVICE**

**STREET REPAIR SECTION FOR 6" DIA. UTILITIES OR LARGER**

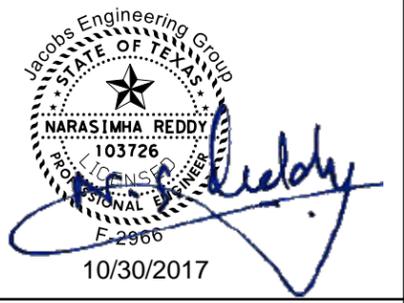
- SELECT MATERIALS NOTES:**
1. SELECT MATERIAL SHALL BE IN 8" LIFTS (MAX.), COMPACTED TO 95% STANDARD PROCTOR DENSITY BY TAMPING.
  2. IF SELECT GRAVEL OR SAND BACKFILL IS USED, THE LIFT THICKNESS MAY BE INCREASED TO 15" (MAX.) AND COMPACTED BY VIBRATOR TAMPING.
  3. THE EXCAVATED MATERIAL MAY BE USED AS "SELECT BACKFILL" ONLY UPON APPROVAL OF THE CITY.
  4. THE CITY MAY REQUIRE SOILS COMPACTION TEST, EVERY OTHER LIFT AND EVERY 200 L.F. THE EXPENSE IS TO BE BORNE BY CONTRACTOR OR UTILITY COMPANY.



- NOTES:**
1. WIDTH OF TRENCH AT TOP OF PIPE SHALL NOT EXCEED O.D. OF PIPE PLUS 24".
  2. IF TRENCH BOTTOM IS UNSTABLE, CRUSHED STONE (NCTCOG AGGREGATE GRADE 4) COMPACTED TO 95% STANDARD PROCTOR DENSITY TO VARIABLE DEPTH, MAY BE REQUIRED BY CITY ENGINEER OR HIS REPRESENTATIVE TO REPLACE SOFT, SPONGY OR OTHERWISE UNSUITABLE MATERIAL.

**DITCH LINE BEHIND CURB**

- GENERAL NOTES FOR WATER LINE:**
1. WATER LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT CITY OF HURST ORDINANCES, SPECIFICATIONS AND CODES.
  2. WATER LINES SHALL BE A MINIMUM DR 18 (CLASS 150) PVC MEETING THE LATEST AWWA C900 STANDARDS OR PIPE SHALL BE SPECIFIED ON PLANS WITH FACTORY INSTALLED GASKETS.
  3. ALL GATE VALVES SHALL BE RESILIENT WEDGE DESIGN COMPACT BODY, EPOXY COATED INTERIOR AND EXTERIOR, NON-RISING STEM WITH M.J. ENDS, WHICH CONFORMS TO LATEST APPLICABLE AWWA C509 STANDARDS. ALL VALVES SHALL BE EQUIPPED WITH A 2" SQUARE OPERATING NUT AND OPEN COUNTERCLOCKWISE. FOR EACH VALVE INSTALLED THE CONTRACTOR SHALL FURNISH AND INSTALL A THREE PIECE, CAST-IRON SOIL PIPE, SCREW TYPE, ADJUSTABLE VALVE BOX (PVC RISERS ARE NOT ALLOWED).  
THE FOLLOWING IS A LIST OF CITY OF HURST APPROVED RESILIENT SEATED GATE VALVE AND TAPPING VALVE MANUFACTURERS:  
A. MUELLER MODEL A-2360  
B. AMERICAN FLOW CONTROL 500 SERIES  
C. M&H 4067
  4. ALL FIRE HYDRANTS SHALL BE STANDARD TRAFFIC MODEL WITH A THREE-WAY, DRY-BARREL 5 1/4" MAIN VALVE OPENING AND SHALL CONFORM TO THE LATEST AWWA C502 STANDARD WITH ONE EACH OF 4 1/2" STEAMER NOZZLE NATIONAL STANDARD THREAD, OPERATING NUT NATIONAL STANDARD 1 1/2" P TO F, OPEN LEFT C-C; TWO EACH OF 2 1/2" HOSE NOZZLES NST, GREASE LUBRICATED; AND THREE EACH OF NOZZLE CAPS AND CHAINS.  
THE STANDARD DEPTH OF BURY OF THE FIRE HYDRANT SHALL BE 42", BUT THE HYDRANT BODY LENGTH SHALL BE SUFFICIENT FOR THE DEPTH OF BURY AT THE PARTICULAR LOCATION IN WHICH IT IS INSTALLED. THE CENTER OF THE PUMPER NOZZLE IS AT LEAST 18" TO 24" ABOVE THE FINISHED CURB ADJACENT TO THE HYDRANT OR ABOVE THE FINISHED GRADE. THE BREAK FLANGE SHALL BE NO HIGHER THAN 6" ABOVE NATURAL GROUND.  
FIRE HYDRANTS SHALL BE SHIPPED FROM THE FACTORY WITH TWO COATS OF FLAT RED PRIMER AND PAINTED BEFORE OR AFTER INSTALLATION WITH TWO COATS OF ALUMINUM COLOR PAINT (GLIDDEN-SERIES 592, ALUMINUM OR APPROVED EQUAL).  
THE FOLLOWING IS A LIST OF CITY OF HURST APPROVED FIRE HYDRANTS:  
A. MUELLER SUPER CENTURION 250 A-423  
B. M&H 129  
C. WATEROUS PACER WB 67DDP  
D. AMERICAN DARLING MODEL B-84-B
  5. ALL WATER SERVICES SHALL BE 1" MINIMUM TYPE "K" (SOFT) COPPER AND SHALL BE LOCATED AT THE CENTERLINE OF EACH LOT AND STAMPED INTO FRESH CONCRETE OR MARKED WITH A "W" NEATLY SAWCUT INTO THE CURB.
  6. ALL 1" WATER SERVICES SHALL BE MADE BY USING A DOUBLE STRAP BRONZE SADDLE (FORD 202B OR APPROVED EQUAL). 1 1/2" AND 2" SERVICE LINE CONNECTIONS SHALL BE MADE USING JCM 418 TAPPING SLEEVE, SMITH-BLAIR 663 TAPPING SLEEVE, MUELLER H-615 MJ TAPPING SLEEVE (OR APPROVED EQUAL) ALONG WITH A 2" GATE VALVE THEN REDUCED. A 2" TO 1 1/2" REDUCER WILL BE REQUIRED FOR 1 1/2" INSTALLATION (SEE DETAIL). ALL SERVICES LARGER THAN 2" SHALL BE MADE WITH THE SAME SIZE TAPPING SLEEVE AND VALVE. TEFLON COATED AND STAINLESS SADDLE WILL NOT BE ALLOWED.
  7. ALL 1 1/2" AND 2" WATER SERVICES SHALL INCLUDE A 2" CAST IRON GATE VALVE WITH A 2" SQUARE OPERATING NUT AND A VALVE BOX, LID AND COVER. ALL SERVICES LARGER THAN 2" SHALL INCLUDE GATE VALVES THE SAME SIZE AS THE SERVICE LINE.
  8. WATER SERVICES SMALLER THAN TWO (2") INCHES SHALL TERMINATE IN A POLYETHYLENE METER BOX (LABEL READING "WATER METER") AND BE LOCATED 2' TO 3' BEHIND THE CURB AT GRADE. EVERY EFFORT MUST BE MADE TO LOCATE THE METER BOXES IN GRASS AREAS. METER BOX SHALL NOT BE LOCATED IN DRIVEWAYS OR PARKING LOTS.
  9. ALL IRON PIPE, BRONZE SADDLES, FITTINGS AND VALVES SHALL BE WRAPPED IN 8 MIL POLYETHYLENE.
  10. MINIMUM COVER FOR WATER PIPE IS 42" BELOW TOP OF CURB OR GRADE, WHICHEVER IS LOWER. THE ACTUAL COVER REQUIRED FOR WATER LINES DEPENDS ON THE DIA. OF THE PIPE BEING INSTALLED: 42" COVER REQUIRED ON ALL 6"-12" PIPE, 60" COVER REQUIRED FOR ALL 16" DIA. PIPE AND 72" COVER REQUIRED FOR ALL 20" OR LARGER DIA. PIPE.
  11. ALL WATER LINES SHALL BE DISINFECTED AND SHALL HOLD 150 PSI FOR FOUR-HOURS WITH MINIMAL PRESSURE LOSS (SEE WATER LOSS TABLE IN SPECIFICATIONS) PRIOR TO PLACING INTO SERVICE. IF A SERVICE CONNECTION IS NOT AVAILABLE NEAR THE END OF THE LINE BEING CONSTRUCTED, A 1" TAP AND COPPER LINE MUST BE INSTALLED FOR DISINFECTING, TESTING AND BLOWING OUT OF LINE.
  12. DETECTABLE TRACER (TERRA TAPE OR APPROVED EQUAL) SHALL BE LAID WITH PVC PIPE CONNECTED TO ALL FITTINGS, TAPE SHALL BE LAID 6" ABOVE THE TOP OF THE PIPE IN A LEVEL UNIFORM MANNER IN THE BACKFILL MATERIAL OR ON TOP OF SAND BACKFILL.
  13. MINIMUM CLEARANCE BETWEEN NEW WATER AND SEWER LINES SHALL BE 9' EXCEPT WHERE NOTED ON THE PLANS. ANY AND ALL EXCEPTIONS SHALL BE CONSTRUCTED ACCORDING TO TEXAS DEPARTMENT OF HEALTH CRITERIA.
  14. ALL DITCH LINES NOT UNDER STREETS AND NOT CLOSER THAN 2' OF THE BACK OF CURB SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY BY TAMPING (WATER JETTING WILL NOT BE ALLOWED). DITCH LINES UNDER STREETS AND WITHIN 2' OF THE BACK OF CURB SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY BY TAMPING IN 8" LIFTS (WATER JETTING WILL NOT BE ALLOWED). OPTIMUM TO PLUS 4% MOISTURE IS REQUIRED.
  15. ALL WATER VALVES LOCATIONS SHALL BE PAINTED BLUE ADJACENT TO ITS LOCATION AND MARKED WITH A "V" ON THE CURB. THE "V" SHALL BE SAWCUT OR STAMPED IN CURB NO CHISELING WILL BE ALLOWED.
  16. ALL BENDS AND TEES REQUIRE A MEGA-LUG STYLE LOCKING GLAND.
  17. CLASS "C" (3,600 PSI @ 28 DAYS) CONCRETE QUANTITIES AT EACH LOCATION AS DESIGNATED ON THE DRAWINGS OR AS DETERMINED FROM THE BLOCKING DETAILS AND TABLES.
  18. WHEN THE TRENCH OR EXCAVATION EXCEEDS 5' IN DEPTH, THE CONTRACTOR SHALL MEET OR EXCEED THE O.S.H.A. STANDARDS FOR TRENCH SAFETY PLAN.
  19. REFLECTIVE BLUE FIRE HYDRANT SPOTTERS SHALL BE INSTALLED AT ALL STREETS AT A POINT OPPOSITE FIRE HYDRANTS AND LOCATED ALONG THE CENTER LINE OF STREET, CLOSEST TO HYDRANT. WHEN HYDRANTS ARE LOCATED AT INTERSECTING CORNERS, BLUE SPOTTERS SHALL BE PLACED ON BOTH STREETS.
  20. ALL WATER METERS AND ASSOCIATED PARTS MUST BE 100% WATERWORKS BRASS.
  21. ALL CONNECTIONS AND ADAPTORS ARE TO BE NON SHEAR.
  22. ALL SERVICE SADDLES MUST BE 100% WATER WORKS BRONZE WITH DOUBLE STRAP TAPPING SADDLE. PREFERRED MANUFACTURERS ARE FORD, MUELLER, OR MCDONALD.
  23. ALL CLAMPS MUST BE STAINLESS STEEL AND SINGLE BAND. PREFERRED MODELS ARE SMITH-BLAIR 261 OR FORD FS1.
  24. ALL COUPLING MUST BE BOLTED STEEL PREFERRED BRANDS ARE SMITH-BLAIR, FORD, JCM, OR APPROVED EQUAL.
  25. ALL SLEEVES MUST BE A DOMESTICALLY MANUFACTURED DUCTILE IRON AND COME WITH ALL ACCESSORIES.
  26. THE FOLLOWING ITEMS MUST BE 100% WATER WORKS BRASS: ADAPTERS, ALL THREAD NIPPLES, ANGLE STOPS, BUSHINGS, CAPS, COMPRESSION FITTINGS, CURB STOPS, ELLS, METER FLANGES, METER RE-SETTERS, METER SETTERS, METER SPUDS, METER YOKES, NIPPLES, PLUGS, REDUCERS, SINGLE CHECK VALVES, AND TEES.
  27. THE FOLLOWING ITEMS MUST BE DOMESTICALLY MANUFACTURED CAST IRON: VALVE BOX BOTTOM, VALVE BOX EXTENSION, VALVE BOX LID, AND VALVE BOX TOP.
  28. ALL PIPE FITTINGS SHALL BE DUCTILE IRON TYPE OF IRON IN ACCORDANCE WITH ANSI/AWWA C110/A21.10-03.
  29. ALL EXPENSE FOR TESTING TO BE BORNE BY THE CONTRACTOR.



**IH 820  
CITY OF HURST WL RELOCATION  
DETAILS AND GENERAL NOTES**

SCALE: **N.T.S.** SHEET **1** OF **2**

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
RT	<b>6</b>	<b>NH 2018(321), ETC</b>	<b>IH820</b>
CHECK	STATE	DISTRICT	COUNTY
NR	TEXAS	FTW	TARRANT
GRAPHICS	CONTROL	SECTION	JOB
RT	0008	13	221,ETC.
CHECK			
NR			<b>1216</b>

# City of Hurst

U-Number: U15333

## IH 820

From: SH 121/SH 183 Interchange

To: Randol Mill Road

ROW CSJ: 0008-13-232

Construction CSJ: 0008-13-221

## Attachment "B"

### Utility's Accounting Method

**Actual Cost Method of Accounting**

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body; and the utility proposes to request reimbursement for actual direct and related indirect costs,

**Lump Sum Method of Accounting**

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

**City of Hurst**

**U-Number: U15333**

**IH 820**

From: SH 121/SH 183 Interchange  
To: Randol Mill Road

ROW CSJ: 0008-13-232  
Construction CSJ: 0008-13-221

**Attachment "C"**

**Utility's Schedule of Work and Estimated  
Date of Completion**

**Start Date: TBD**  
**(Work being completed within the Roadway Contract)**

**Duration: TBD**

**Estimated Completion Date: TBD**

**City of Hurst**

**U-Number: U15333**

**IH 820**

From: SH 121/SH 183 Interchange  
To: Randol Mill Road

ROW CSJ: 0008-13-232  
Construction CSJ: 0008-13-221

**Attachment "D"**

**Statement Covering Contract Work**

**ROW-U-48**



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

U-Number: U15333

ROW CSJ Number: 0008-13-232 District: Fort Worth
County: Tarrant Highway No.: IH 820
Federal Project No.:

I, Greg Dickens, a duly authorized and qualified representative of
City of Hurst, Texas, hereinafter referred to as Owner, am fully cognizant of the
facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the
estimate to which this statement is attached.

It is more economical and/or expedient for Owner to contract this adjustment, or Owner is not adequately staffed or equipped
to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

- A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest
qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be
performed.
B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified
contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity
with the requirements and specifications for the work to be performed. Such presently known contractors are listed
below:
1. Not Applicable
C. The work is to be performed under an existing continuing contract under which certain work is regularly performed
for Owner and under which the lowest available costs are developed. (If only part of the contract work is to be done
under an existing contract, give detailed information by attachment hereto.)
D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal
is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration
Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as
approval of such proposal).
E. The utility plans and specifications, with the consent of the State, will be included in the construction contract
awarded by the State. In the best interest of both the State and the Utility, the Utility requests the State to include
the plans and specifications for this work in the general contract for construction of Highway IH 820
in this area, so that the work can be coordinated with the other construction operations; and the construction
contract is to be awarded by the State to the lowest qualified bidder who submits a proposal in conformity with the
requirements and specifications for the work to be performed.

Signature
Executive Director of Public Works
Title

Date

**City of Hurst**  
**U-Number: U15333**

**IH 820**

From: SH 121/SH 183 Interchange  
To: Randol Mill Road

ROW CSJ: 0008-13-232  
Construction CSJ: 0008-13-221

**Attachment "E"**

**Utility Installation Request or Utility Joint Use Acknowledgement**

The appropriate use and occupancy form to be submitted is determined by whether or not a property interest exists by the utility after the relocation is complete.

<b>X</b>	Utility Installation Request (UIR) Approval Form
----------	--

*If no property interest will exist after the relocation, use the Utility Installation Request Approval form.*

	Utility Joint Use Acknowledgment (Form ROW-U-JUAA)
--	--

*If a property interest will exist after relocation is complete, use form ROW-U-JUAA, Joint Use Acknowledgement Agreement.*

# City of Hurst

U-Number: U15333

## IH 820

From: SH 121/SH 183 Interchange  
To: Randol Mill Road

ROW CSJ: 0008-13-232  
Construction CSJ: 0008-13-221

## Attachment "F"

### Eligibility Ratio

Eligibility Ratio is 100 %

*On Interstate Highways, Texas Transportation Code Section 203.092 provides that utility reimbursement for facility relocations is dependent upon whether the relocation costs are eligible for federal participation. No proof of property interest is required because pursuant to current State and Federal Law, Federal Participation is 100% of all eligible costs.*

**City of Hurst**

**U-Number: U15333**

**IH 820**

From: SH 121/SH 183 Interchange  
To: Randol Mill Road

ROW CSJ: 0008-13-232  
Construction CSJ: 0008-13-221

**Attachment "G"**

**Betterment Calculation and Estimates**

**There is no betterment included in this utility adjustment.**

**City of Hurst**

**U-Number: U15333**

**IH 820**

From: SH 121/SH 183 Interchange  
To: Randol Mill Road

ROW CSJ: 0008-13-232  
Construction CSJ: 0008-13-221

Attachment "H"

Proof of Property Interest

**Row-U-1A**

**Not Applicable**

City Council Staff Report

SUBJECT: Consider entering into a Primary Bank Depository Services Contract for a two year period beginning August 1, 2018 with the option to renew for three additional one year periods.

Supporting Documents:

Resolution 1704  
 Recap of applications received, prepared by Valley View Consulting, LLC  
 Proposed Bank Depository Services Contract between the City and Wells Fargo  
 Proposed Depository Pledge Agreement

Meeting Date: 6/12/2018  
 Department: Fiscal Services  
 Reviewed by: Paul Brown  
 City Manager Review:

Background/Analysis:

The City’s current bank depository services contract with Wells Fargo will expire on July 31, 2018. A Request for Application (RFA) was distributed on February 13, 2018, and the City hosted a pre-application conference on February 22, 2018. By the March 15, 2018 deadline, the City received applications from four financial institutions – Wells Fargo, American National Bank of Texas, JP Morgan Chase and Frost Bank.

The City engaged Valley View Consulting, LLC, led by E.K. Hufstedler, III, to assist in evaluating the applications. We used the following criteria in reviewing the applications:

1. Ability to perform and provide the required and requested services;
2. References provided and quality of services;
3. Cost of services;
4. Transition cost, retention and transition offers and incentives;
5. Funds availability;
6. Interest paid on interest bearing accounts and deposits;
7. Earnings credit calculation on compensating balances;
8. Completeness of application and agreement to points outlined in the RFA;
9. Convenience of location(s);
10. Previous service relationship with the City;

- 11. Physically located within the City's boundaries; and
- 12. Financial strength and stability of the institution.

After reviewing the applications, unfortunately, Frost Bank had to be removed from consideration because they do not have a physical location in Hurst.

As the incumbent, Wells Fargo Bank, N.A. has been a good business partner over the course of the current contract and has proposed to continue providing the requested services at competitive prices. American National Bank of Texas was invited by the City to demonstrate their services and discuss the manner in which the bank could serve the City. American National Bank of Texas offered competitive service capabilities; however, the bank's managed investment rate was not as favorable an option when compared to the market rate sweep account option in place with Wells Fargo Bank. The minimal income advantage offered by American National Bank of Texas is offset by the opportunity cost of leaving our compensating balance in a non-interest bearing account and did not merit the overall expense to the City to change depository bank services.

Based on the strength of their proposal and established relationship with the City, staff recommends the City Council authorize the city manager to enter into a Contract with Wells Fargo for bank depository services for the period beginning August 1, 2018 and ending July 31, 2020, with the option to renew for three additional one year periods.

**Funding Sources and Community Sustainability:**

Staff believes that continuing the relationship with Wells Fargo adheres to the Hurst Way's objective of financial sustainability because we anticipate that fees will be covered by the estimated earnings credit. And maintaining the City's relationship with Wells Fargo should assist in continuing to provide excellent customer service.

**Recommendation:**

Staff recommends the City Council approve Resolution 1704 authorizing the city manager to enter into a Contract with Wells Fargo for bank depository services for the period beginning August 1, 2018 and ending July 31, 2020, with the option to renew for three additional one year periods.

RESOLUTION 1704

A RESOLUTION AWARDING THE PRIMARY DEPOSITORY BANK SERVICES CONTRACT TO WELLS FARGO BANK, N.A. AND AUTHORIZING THE CITY MANAGER TO ACT ON THE CITY'S BEHALF IN EXECUTING THE AGREEMENTS NECESSARY FOR PRIMARY DEPOSITORY BANK SERVICES

WHEREAS, the State of Texas Local Government Codes: Chapter 105 Municipal Depository Act; Chapter 176 Conflict of Interest Act; Chapter 2256 Public Funds Investment Act; and Chapter 2257 Public Funds Collateral Act established the process for selecting a depository bank; and,

WHEREAS, the City received applications from American National Bank of Texas, JPMorgan, Chase Bank, N.A., Frost Bank, and Wells Fargo Bank, N.A.; and,

WHEREAS, in concert with Valley View Consulting, staff reviewed the applications submitted and recommends the primary Depository Bank Services contract be awarded to Wells Fargo Bank, N.A.

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

Section 1. THAT the recitals set forth above are incorporated herein for all purposes as if set forth in full.

Section 2. THAT the City Council hereby approves the contract award, subject to approval as to form by the City Attorney, for Primary Depository Bank Services and authorizes the city manager's execution of same. The city manager is hereby authorized to execute all documents and to take all other actions necessary to finalize, act under, and enforce the contract.

AND IT IS SO RESOLVED.

Approved this the 12<sup>th</sup> day of June 2018 by a vote of            to            .

ATTEST:

CITY OF HURST

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

\_\_\_\_\_  
Henry Wilson, Mayor

Approved as to form and legality:

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



May 29, 2018

Clayton Fulton, MPA  
Executive Director of Strategic & Fiscal Services  
City of Hurst  
1505 Precinct Line Road  
Hurst, Texas 76054

Dear Mr. Fulton:

We sincerely appreciated and welcomed the opportunity to assist the City of Hurst (the “City”) with this Primary Depository Bank Services Request for Applications (the “RFA”) project.

The objective of this engagement was to select a primary depository bank following the expiration of the current contract which ends July 31, 2018. This agreement, when approved, will commence on August 1, 2018 and terminate on July 31, 2020. Upon the option of the City, the contract may be extended for three (3) additional 12-month periods under the terms and conditions mutually agreed upon by both parties.

### **Procedure**

The project began with the establishment of a calendar of events to ensure that the required project steps were performed in a timely and sequential manner.

The process for selecting a Primary Depository Bank is governed by the State of Texas Local Government Codes: Chapter 105 Municipal Depository Act; Chapter 176 Conflict of Interest Act; Chapter 2256 Public Funds Investment Act; and Chapter 2257 Public Funds Collateral Act.

In addition to complying with these State statutory requirements, it was necessary to understand and comply with the City’s financial and purchasing policies and Investment Policy.

The RFA project was conducted as follows:

1. Analyzed historical bank service usage and balance records.
2. Reviewed the minimum banking services and potential additional services.
3. Developed a list of eligible financial institutions within the City’s service area:
  - a. American National Bank of Texas
  - b. Bank of Texas
  - c. BBVA Compass Bank
  - d. EECU

- e. First National Bank Texas
  - f. Frost Bank
  - g. Independent Bank
  - h. JPMorgan Chase Bank
  - i. Mobility Credit Union
  - j. The National Bank of Texas
  - k. Texas Trust Credit Union
  - l. Veritex Community Bank
  - m. Wells Fargo Bank (incumbent)
4. Contacted the financial institutions to confirm distribution information, describe the process, and identify the designated recipient.
  5. Drafted the RFA for City review and approval.
  6. Posted the notice and advertised the RFA.
  7. Distributed RFA's to the identified and receptive financial institutions.
  8. Held a non-mandatory pre-application conference that was attended by representatives of:
    - a. American National Bank of Texas
    - b. Wells Fargo Bank
  9. By the closing deadline, applications were received from:
    - a. American National Bank of Texas
    - b. Frost Bank (determined ineligible due to physical location outside the City's municipal boundaries)
    - c. JPMorgan Chase Bank
    - d. Wells Fargo Bank
  10. No additional RFA responses were received as a result of the advertisement.

The evaluation of the applications was based on, but not limited to, the following criteria, in no particular order of priority:

1. Ability to perform and provide the required and requested services;
2. References provided and quality of services;
3. Cost of services;
4. Transition cost, retention and transition offers and incentives;
5. Funds availability;
6. Interest paid on interest bearing accounts and deposits;
7. Earnings credit calculation on compensating balances;
8. Completeness of application and agreement to points outlined in the RFA;
9. Convenience of location(s);
10. Previous service relationship with the City;
11. Physically located within the City's boundaries; and
12. Financial strength and stability of the institution.

## **Application Analysis**

As seen in the attachment, the Application Analysis began with an overall review of each financial institution’s general financial strength and ability to provide the services necessary to meet the City’s current and future service needs. Each of the responding financial institutions exhibited acceptable financial strength and the ability to provide services the City requested.

The analysis of proposed fees, earnings credit, and investment income potential is summarized below.

### **Net Income/(Cost)**

Each financial institution’s fee schedule was analyzed based on the City’s banking service needs and estimated activity levels. Where quantifiable and appropriate, the estimated service fees were adjusted for any incentives (including waived fees and transition allowances).

American National Bank of Texas proposed Two (2) Options for the City to consider. After review of the analysis, Option Two (2) presented the best value for the City. Option Two (2) offered a “no-fee” structure with a required minimum average balance of \$4,500,000 in a non-interest bearing checking account. The investment rate option available for any excess funds was a bank managed public funds money market rate of 0.05% plus 1.30%. The rate is not indexed to any independent source and is set at the bank’s discretion.

With the exception of American National Bank of Texas, each bank’s potential earnings credit rates earned on the target Compensating Balance were considered as “soft-dollar” earnings credit to be netted against the estimated service charges. With historic balances of \$8,000,000, any remaining non-compensating balances were invested in a more advantageous “hard” interest deposit option. With the rising interest rate environment, cash management targets should continue to be reviewed by the City.

The analysis below is for both the two (2) year initial contract term, and the full five (5) year term allowing for the three (3) possible one-year extensions at the option of the City.

<b>Two-Year Term</b>	<b>ANBTX Option 2</b>	<b>JPMorgan Chase</b>	<b>Wells Fargo Bank</b>
Proposed fees (net of incentives)	\$0	(\$98,949)	(\$83,968)
Earnings Credit and Hard Interest Income	\$94,500	\$141,799	\$161,709
Estimated Safekeeping Fees	(\$7,680)	(\$6,700)	(\$2,352)
<b>Net Income/(Cost)</b>	<b>\$86,820</b>	<b>\$36,150</b>	<b>\$75,389</b>

Five-Year Term	ANBTX Option 2	JPMorgan Chase	Wells Fargo Bank
Proposed fees (net of incentives)	\$0	(\$270,291)	(\$209,921)
Earnings Credit and Hard Interest Income	\$236,250	\$354,498	\$404,274
Estimated Safekeeping Fees	(\$18,450)	(\$16,750)	(\$5,880)
Net Income/(Cost)	\$217,800	\$67,457	\$188,473

**Recommendation**

As the incumbent, Wells Fargo Bank, N.A. has been a good business partner over the course of the current contract and has proposed to continue providing the requested services at competitive prices. American National Bank of Texas was invited by the City to demonstrate their services and discuss the manner in which the bank could serve the City. American National Bank of Texas offered competitive service capabilities, however the bank managed investment rate was not as favorable an option when compared to the market rate sweep account option in place with Wells Fargo Bank. The minimal income advantage over the five (5) year term offered by American National Bank of Texas was not sufficient to merit the overall expense to the City to change depository bank services.

Based on the analysis results, it was determined that the terms offered by Wells Fargo Bank, N.A. provide the “best value” to the City of Hurst. We concur with the staff recommendation that the City Council award the Primary Depository Bank Services contract to Wells Fargo Bank, N.A., and authorize the City Manager to execute the agreements incident to continuing the banking relationship.

Upon approval, the new contract will commence on Wednesday, August 1, 2018.

Please contact Emily Upshaw, Bill Koch, Tom Ross, Dick Long, or me to discuss any questions or additional information needs.

Thank you for this opportunity to serve the City of Hurst.

Sincerely,



E. K. Hufstedler III  
Valley View Consulting, L.L.C.

Attachment

## City of Hurst, Texas Bank RFA 18-004 Analysis



May 29, 2018	Wells Fargo Bank (Incumbent)	ANBTX Option 1	ANBTX Option 2	JPMorgan Chase Bank
--------------	------------------------------	----------------	----------------	---------------------

### DETAIL RESPONSE ANALYSIS OF DEPOSITORY BANK SERVICES

#### "Best Value" Criteria

1	Ability to perform and provide the required and requested services
2	References provided and quality of services
3	Cost of services
4	Transition cost, retention and transition offers and incentives
5	Funds availability
6	Interest paid on interest bearing accounts and deposits
7	Earnings credit calculation on compensating balances
8	Completeness of application and agreement to points in the RFA
9	Convenience of locations
10	Previous service relationship with the City
11	Physically located within the City's boundaries
12	Financial strength and stability of the institution

#### Required Bank Services

1	Online Banking Services	Yes	Yes	Yes	Yes
2	ACH	Yes	Yes - 4:30 p.m. deadline; recommend 2 day lead time	Yes - 4:30 p.m. deadline; recommend 2 day lead time	Yes
3	ACH Debit Blocking and Filtering	Yes	Yes	Yes	Yes
4	Controlled Disbursement Account	Yes	No	No	Yes
5	Electronic Data Interchange	Yes	Yes	Yes	Yes
6	Remote Deposit Capture	Yes	Yes - 6:00 p.m. deadline	Yes - 6:00 p.m. deadline	Yes - 9:00 p.m. deadline
7	Wire Transfers	Yes	Yes - 4:30 p.m. deadline	Yes - 4:30 p.m. deadline	Yes
8	Post No Checks	Yes	Yes via Reverse Positive Pay	Yes via Reverse Positive Pay	Yes
9	Positive Pay And Account Reconciliation	Yes	Yes w/o Payee Name	Yes w/o Payee Name	Yes
10	Consumer Bill Pay Processing	Yes	Yes via MasterCard RPPS	Yes via MasterCard RPPS	Yes
11	Cash Vault Services	Yes	Yes - Smart Safe Solution also Available	Yes - Smart Safe Solution also Available	Yes
12	Tamperproof Bank Bags	No	Yes	Yes	Yes
13	Funds availability	Yes	Yes - 6:00 p.m. M-F	Yes - 6:00 p.m. M-F	Yes
14	Employee Check Cashing	Yes	Yes	Yes	No
15	Returned Check Reprocessing	Yes	Yes	Yes	Yes
16	Account Analysis	Yes	Yes	Yes	Yes
17	Bank Statements	Yes	Yes	Yes	No - online w/o deposit slips
18	Payment for Services	Yes	Yes	N/A if minimum balance option is chosen	Yes
19	Account Settlement	Yes	Yes	N/A if minimum balance option is chosen	Yes
20	Research	Yes	Yes	Yes	Yes

## City of Hurst, Texas Bank RFA 18-004 Analysis



May 29, 2018		Wells Fargo Bank (Incumbent)	ANBTX Option 1	ANBTX Option 2	JPMorgan Chase Bank
21	Bank Errors	Yes	Yes	Yes	Yes
22	Investment Account	Yes	Yes	Yes	Yes
23	Audit Confirmations	Yes	Yes	Yes	Yes
24	Balance Assessment	Passed in full to City	Waived	N/A	Passed in full to City
25	Reserve Requirement	No	Yes - 10%	N/A	No
26	Earnings Credit Rate	0.85%	0.55%	N/A	0.80%
<b>Services That May Be Considered</b>					
1	Armored Car Service	Cannot provide	Cannot provide	Cannot provide	Cannot provide
2	Zero Balance Accounts	Yes	Yes	Yes	Yes
3	Night Depository Services	Yes	Yes	Yes	No
<b>Collateral Requirements</b>					
1	Collateralization	No / Yes	Yes	Yes	No
2	Collateral Amount	No / Yes	Yes	Yes	Yes
3	Collateral Custody	Yes - BNYM	Yes - FHLB Dallas	Yes - FHLB Dallas	Yes - FRB
4	Collateral Substitution	No / Yes	Yes	Yes	Yes
5	Collateral Report	No / Yes	Yes	Yes	No - FRB does not provide MV
6	FIRREA Compliant Board Resolution	Yes	Yes	Yes	Yes
<b>Investment Activities</b>					
1	Direct Investment Alternative	Yes	Yes	Yes	Yes
2	Certificates of Deposit	Yes	Yes	Yes	Yes
3	Security Clearance/Safekeeping Services	Yes if selected as Depository	Yes	Yes	No
4	Separate Securities Clearing/Safekeeping Services	No	Yes	Yes	Yes
5	Cost Sharing or Credit for Third Party Safekeeping Services	No	Yes	Yes	No - JPMC can pay BNYM and pass charges to City through account analysis or City pays BNYM directly
<b>Overdraft Provisions</b>					
1	Net Overdraft Defined	No - individual account basis	Yes	Yes	Yes
2	Notification	Yes	Yes	Yes	Yes
3	Stipulations	3 days / \$ no pre-set limit / Prime + 2%	Case by Case	Case by Case	Case by case / Prime + 3%

## City of Hurst, Texas Bank RFA 18-004 Analysis



May 29, 2018		Wells Fargo Bank (Incumbent)	ANBTX Option 1	ANBTX Option 2	JPMorgan Chase Bank
<b>Other Stipulations</b>					
1	Regulation Notifications	No / Yes - unable to commit to 30 days notice of changes	Yes	Yes	Yes
2	Incoming Wire Transfers	No / Yes - available online	Yes	Yes	Yes
3	Right to Cancel Under Federal or State Law Rulings	Yes	Yes	Yes	Yes
4	Access to Bank Records	No / Yes - audit of relevant records with prior notice	Yes	Yes	Yes
5	Right to Open and Maintain Other Accounts	Yes	Yes	Yes	
6	Secondary Bank Depository	Yes	Yes	Yes	No
7	Right to Terminate	Yes - reciprocal rights	Yes	Yes	Yes
8	Terms Fixed	Yes	Yes	Yes	Yes
9	One Relationship Officer	Tim Pinon, Relationship Manager, (214) 777-4062	Matt Browning, Banking Center President, (817) 570-1054	Matt Browning, Banking Center President, (817) 570-1054	Glenn Forbes, VP, (817) 884-5024
<b>Miscellaneous</b>					
1	Semi-Annual Meeting	Yes	Yes	Yes	Yes
2	Formal Agreement Required	No - keep existing agreement in place dated 2013	Yes	Yes	Yes
<b>Application Submission</b>					
		Provided	Provided	Provided	Provided
<b>Fee Schedules</b>					
	Bank Services	Provided	Provided	Provided	Provided
<b>Response Attachments</b>					
1	Account Analysis	Provided	Provided	Provided	Provided
2	Rate Basis	Provided	Provided	Provided	Provided
3	Sample Collateral Agreement	Provided	Provided	Provided	Provided
4	Security Measures	Provided	Provided	Provided	Provided
5	Technology Specifications	Provided	Provided	Provided	Provided
6	Sample Safekeeping Report	Provided	Provided	Provided	Provided
7	Securities Safekeeping Fees	Provided	Provided	Provided	Provided
8	Investment Account Information	Provided	Provided	Provided	Provided
9	Summary Business Continuity Plan	Provided	Provided	Provided	Provided
10	References	Provided	Provided	Provided	Provided
11	Sample FIRREA Compliant Document	Provided	Provided	Provided	Not provided
<b>Other Considerations</b>					
1	Transition Cost for Bank Checks, Deposit Slips and other supplies	1,000 plastic deposit bags at no cost and free Safe Deposit Box	\$5,000	\$5,000	Waive all setup fees and provide two (2) Remote Deposit Scanners at no cost
2	Waived Account Analysis Fees	None	None	None	\$14,278

## City of Hurst, Texas Bank RFA 18-004 Analysis



May 29, 2018	Wells Fargo Bank (Incumbent)	ANBTX Option 1	ANBTX Option 2	JPMorgan Chase Bank
<b>FEE ANALYSIS OF DEPOSITORY BANK SERVICES</b>				
<b>Proposed Fees - Banking Services</b>				
<b>Monthly Fee Estimate</b>	(3,499)	(2,175)	Waived	(4,759)
Monthly Estimated Assessment Fee	630	Waived	Waived	670
Fees for Two Year Term	(83,968)	(52,207)	0	(114,228)
Fees for Five Year Term	(209,921)	(130,519)	0	(285,569)
<b>Contract Incentives</b>				
Estimated Waived Fees	-	-	-	14,278
Transition Allowance	-	5,000	5,000	1,000
<b>Total Fees for Two Year Term less Incentives</b>	<b>(83,968)</b>	<b>(47,207)</b>	<b>5,000</b>	<b>(98,949)</b>
<b>Total Fees for Five Year Term less Incentives</b>	<b>(209,921)</b>	<b>(125,519)</b>	<b>5,000</b>	<b>(270,291)</b>
<b>Earnings Credit</b>				
<b>Earnings Credit Rate</b>	0.85%	0.55%	N/A	0.80%
<b>Rate Basis</b>	Bank Managed	Bank Managed	No fee w/ compensating balances of \$4.5 MM in non-interest bearing account	Premium Bank Managed Rate
Target DDA Compensating Balance	4,939,320	4,768,430	4,500,000	6,184,350
Monthly Earnings Credit less Reserve	3,499	1,967		4,123
Earnings Credit for Two Year Term	83,968	47,207		98,950
Earnings Credit for Five Year Term	209,921	118,019		247,374
Reserve Requirement	0%	10%	N/A	0%
<b>Net Fees for Two Year Term</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Net Fees for Five Year Term</b>	<b>0</b>	<b>(7,500)</b>	<b>0</b>	<b>(22,917)</b>
<b>Interest Income Estimate</b>				
<b>Investment Option</b>	Sweep - Money Market Fund	Interest Bearing Checking	Interest Bearing Checking	US Government MMF
<b>Rate Basis</b>	Subject to market movement	Public Funds MM Rate (.05%) + 1.30% (Bank's discretion)	Public Funds MM Rate (.05%) + 1.30% (Bank's discretion)	Agency
Interest Rate	1.27%	1.35%	1.35%	1.18%
Investment Balance	3,060,680	3,231,570	3,500,000	1,815,650
Monthly Investment Income	3,239	3,636	3,938	1,785
Two Year Investment Income	77,741	87,252	94,500	42,849

## City of Hurst, Texas Bank RFA 18-004 Analysis



May 29, 2018	Wells Fargo Bank (Incumbent)	ANBTX Option 1	ANBTX Option 2	JPMorgan Chase Bank
Five Year Investment Income	194,353	218,131	236,250	107,123
<b>Two Year Income/(Cost)</b>	<b>77,741</b>	<b>87,252</b>	<b>94,500</b>	<b>42,850</b>
<b>Five Year Income/(Cost)</b>	<b>194,353</b>	<b>210,631</b>	<b>236,250</b>	<b>84,207</b>
<b>Safekeeping Fee Estimate</b>				
<b>Two Year Estimated Safekeeping Charges</b>	<b>(2,352)</b>	<b>(7,680)</b>	<b>(7,680)</b>	<b>(6,700)</b>
<b>Five Year Estimated Safekeeping Charges</b>	<b>(5,880)</b>	<b>(18,450)</b>	<b>(18,450)</b>	<b>(16,750)</b>
<b>Net Fees for Two Years including Safekeeping Fee Estimate</b>	<b>75,389</b>	<b>79,572</b>	<b>86,820</b>	<b>36,150</b>
<b>Net Fees for Five Years including Safekeeping Fee Estimate</b>	<b>188,473</b>	<b>192,181</b>	<b>217,800</b>	<b>67,457</b>
<b>March 15, 2018 Submission Date</b>				
Historical Bank Balance	8,000,000	8,000,000	8,000,000	8,000,000
91-Day T-Bill Discount Rate	1.74%	1.74%	1.74%	1.74%
Fed Funds Rate Actual	1.43%	1.43%	1.43%	1.43%
Fed Funds Rate Target	1.25 - 1.50%	1.25 - 1.50%	1.25 - 1.50%	1.25 - 1.50%
Local Government Investment Pool	1.51%	1.51%	1.51%	1.51%

## DEPOSITORY BANK SERVICES AGREEMENT

---

**THIS DEPOSITORY BANK SERVICES AGREEMENT** hereinafter called the “Agreement”, is made and entered into on the date last herein written by and between the City of Hurst, Texas, hereinafter called the “City”, and Wells Fargo Bank, N.A., a banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the “Bank”, and provides as follows:

1. **Designation of Depository.** The City, through action of the City Council, on June 12, 2018, hereby designates Bank as a primary depository bank for the period beginning August 1, 2018, and **continuing** through July 31, 2020, with the option for three (3) one-year extensions under the same terms and conditions.

2. **General.** All services rendered to City by Bank under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instructions of City pursuant to Bank’s standard operations, policies, and procedures.

3. **Scope of Services.** Bank agrees to provide those services as described in the City of Hurst, Texas Request for Application for Depository Bank Services released on February 13, 2018 hereinafter referred to as the “RFA”. The RFA and Bank’s response to the RFA, hereinafter referred to as the “Application”, are incorporated herein by reference. Bank acknowledges that all services performed by Bank are subject to the approval of City.

4. **City Representatives.** During the term of this Agreement, City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of City in any and all matters of every kind arising under this Agreement and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.

5. **Entire Agreement.** The entire agreement between Bank and City shall consist of this Agreement, City’s RFA (except to the extent Bank took specific exceptions in the Bank’s Application), Bank’s Application, the Custodial Agreement with Custodian, and other such bank service agreements, policies and documents as may be required and approved by the parties (together, the “Banking Agreements”), each incorporated by reference as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Agreement may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

6. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party’s successors and assigns.

7. **Compensation.** City and Bank agree that any compensation for the performance of all duties and services is set forth in the Application accepted by City. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

8. **Consideration.** The Banking Agreements are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

9. **Counterparts.** The Banking Agreements may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

10. **Authority to Execute.** The individuals executing the Banking Agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing the Banking Agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute the Banking Agreements in order for the same to be authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

11. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Tarrant County will be the venue for any lawsuit arising out of this Agreement.

12. **Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Agreement shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

Bank: Mr. Tim Pinon, Relationship Manager  
Wells Fargo Bank, N.A.  
1445 Ross Avenue, 23<sup>rd</sup> Floor | MAC T9216-234  
Dallas, Texas 75202

City: Mr. Clayton Fulton, MPA  
Executive Director of Strategic and Fiscal Services  
City of Hurst 1505 Precinct Line Road  
Hurst, Texas 76054

Changes to notice information may be made by either party with written notification to the other party.

13. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

14. **Binding Commitment.** Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Government Code and Local Government Code, such that all funds deposited with it as depository shall be faithfully kept by it and accounted for according to law.

15. **Continuation.** Unless this Agreement is terminated sooner, Bank's designation as the primary City Depository will remain continuously in effect through July 31, 2020 subject to execution of the extension options if applicable.

Executed by the undersigned duly authorized officers of the parties hereto:

**CITY OF HURST, TEXAS**

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

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

ATTEST:

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

**WELLS FARGO BANK, N.A.**

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

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

ATTEST

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

**Government & Institutional Banking**

Public Funds Collateral Unit  
333 Market Street 15<sup>th</sup> Floor  
A0109-150  
San Francisco, CA 94105



June 4, 2018

**City of Hurst**

Re: Collateralization of Public Funds Deposits

Dear Wells Fargo Customer,

On a daily basis, our Public Funds Collateral Unit will monitor your collected balances in deposit accounts maintained with our commercial and business banking offices, as well as cash and deposit balances held in certain trust agency and asset management custody accounts. We will pledge collateral to protect balances above FDIC coverage and Bank of New York Mellon will provide you with a Price Report showing the securities pledged monthly. Currently FDIC insures the deposits of governmental accounts on a per Official Custodian basis as follows: the aggregate balances in demand deposits accounts are insured up to **\$250,000** per Official Custodian and the aggregate balances in time and savings accounts are insured up to **\$250,000** per Official Custodian. Wells Fargo collateralizes uninsured balances by pledging securities from its investment portfolio. This portfolio consists primarily of investment grade securities. The market value of these securities is updated daily by an established third-party service that provides valuation services to many market participants.

Enclosed are **three (3) copies** of the Depository Pledge Agreement (collateral agreement) covering deposits held at Wells Fargo Bank, N.A. for **City of Hurst**. In accordance with the applicable federal law (12 U.S.C. 1823), this collateral agreement must be approved by the bank's board of directors or loan committee; the approval must be reflected in the applicable meeting minutes; and the agreement must be an official record of the bank, continuously from the time of its execution. Please sign three (3) copies of the Depository Pledge Agreement and return all 3 originals to Public Funds Collateral Unit. The Depository Pledge Agreement will be forwarded to the custodian, Bank of New York Mellon for signature. The fully executed agreement will be submitted to the Wells Fargo Bank N.A.'s Board of Directors/Loan Committee for approval. A fully signed and executed original of the agreement and corporate resolution will be mailed to you upon completion.

- **All Blue & Shaded areas on document MUST be completed for processing**
- **Please verify accuracy of all prefilled data in Blue**
- **Faxed copies are NOT accepted as Original Agreements**

Your deposit balances above FDIC coverage will not be collateralized until we are in receipt of the above signed documents.

We hope this information regarding the documents required for collateralization is clear. If you have additional questions, please contact 877-479-6603. We look forward to serving you!

Sincerely,

Sheila Lynch, PFA Manager

Wells Fargo Bank, N.A.

Together we'll go far



# DEPOSITORY PLEDGE AGREEMENT

756004020

City of Hurst ("Depositor") has selected **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type (including, without limitation, surety bonds and investment securities) permitted by the applicable provisions of Texas law in effect from time to time (the "Governing Statutes"). **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.** ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

**1. Grant of Security Interest; Instructions Regarding Collateral.** (a) Bank hereby grants to Depositor a security interest in all Eligible Securities transferred to a collateral account (the "Collateral Account") established pursuant to this agreement (the "Collateral"). Custodian agrees to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. For the avoidance of doubt, Custodian acknowledges and agrees that it does not have and will not acquire or assert at any time in the future, and hereby expressly waives, any lien upon, security interest in, setoff right or other right to charge the Collateral held in the collateral account for any obligation owed to Custodian by Bank or Depositor. Until Depositor has the right to compel sale of the Collateral under Section 7 hereof, Custodian may act in accordance with the instructions of Bank, including, without limitation, the right of Bank to unilaterally substitute Eligible Securities for the Collateral in accordance with Section 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodian be responsible for determining whether the pledged securities are "Eligible Securities".

(b) Bank, Depositor and Custodian agree that all Collateral delivered to or received by Custodian for deposit in the Collateral Account may be in the form of credits to the accounts of Custodian at a Securities Depository or by delivery to Custodian of physical certificates in a form suitable for transfer to Custodian or with an assignment in blank. Bank and Depositor hereby authorize Custodian to utilize such Securities Depositories and to hold such physical securities or any combination thereof in connection with its performance hereunder. Collateral credited to the Collateral Account and deposited in the Securities Depositories will be held, by book-entry notation, in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency or representative capacity. Collateral that is not held in the Securities Depositories will be held in Custodian's vault and physically segregated from securities and other non-cash property belonging to Custodian. As used herein, the term "Securities Depository" or "Securities Depositories" shall mean the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York for receiving and delivering securities, The Depository Trust Company and any other clearing corporation within the meaning of Section 8-102 of the Uniform Commercial Code, as in effect from time to time.

**2. Amount of Collateral.** The aggregate market value of Collateral held by Custodian at all times during the term of this Agreement must be in an amount not less than **one hundred and ten percent (110%)** of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value". In no event shall the Custodian be responsible for determining whether the Collateral Account contains the Required Collateral Value.

**3. Substitutions and Withdrawals of Collateral.** If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may unilaterally withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of Bank, provided that after the withdrawal of any such excess Collateral, the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may unilaterally substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. If Bank elects to require Depositor's written consent on a notice in connection with any withdrawal or substitution which complies with this Section 3, Depositor agrees to provide it promptly upon Bank's request. Custodian shall be entitled to rely on, and Bank and Depositor agree to hold Custodian harmless from, any actions taken pursuant to, and consistent with, the instructions given in a withdrawal or substitution notice under this Section 3, whether unilateral or not.

**4. Bank's Obligations.** Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

**5. Custodian's Obligations.** (a) Custodian shall perform the duties and obligations required of Custodian hereunder, in accordance with the provisions of the Governing Statutes. Upon transfer by Custodian of Eligible Securities to the Collateral Account, including Eligible Securities substituted for other Collateral, Custodian shall promptly identify such Eligible Securities on its books and records as being Collateral held pursuant to this Agreement, and shall promptly issue and deliver to each of Bank and Depositor a duplicate receipt for such Collateral. For the avoidance of doubt, it is understood and agreed that such receipts may be combined to identify more than one transaction on any one business day and Custodian shall not be required to issue more than one such receipt to Bank and Depositor on any business day. Bank and Depositor agree that they shall promptly review all receipts delivered to them by Custodian and shall promptly advise Custodian of any error, omission or inaccuracy in such receipts. In the event that Custodian receives such an advice, Custodian shall promptly undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred and shall notify Bank and Depositor of its action concerning each such error, failure, or omission.

(b) Depositor agrees that, with respect to all securities held in the Collateral Account, Custodian by itself, or through the use of the appropriate Securities Depository, shall, unless otherwise instructed to the contrary by Bank or as provided in Section 7 hereof: (i) collect all payments reflecting interest and principal on the securities in the Collateral Account; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of securities which, in the opinion of Custodian, is intended for the beneficial owner of the securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any securities held by Custodian hereunder; and (v) upon receipt of written instructions from Bank, Custodian will exchange securities held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights; provided, however, such exchanged securities shall continue to be held by Custodian hereunder for the benefit of Depositor if such exchanged securities constitute Collateral. Upon receipt of payments reflecting principal and interest or dividends on the securities in the Collateral Account, Custodian shall transfer to Bank such principal and interest or dividend payments (either by credit to Bank's custody account at Custodian or otherwise).

(c) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by any Securities Depository, provided, however, that such loss or damage is not caused by the negligence or willful misconduct of Custodian. In no event shall Custodian be liable to Depositor, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Both Depositor, to the extent permitted by law, and Bank agree to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur with respect to any third party claim or which may be asserted by a third party against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Depositor and Bank notwithstanding the termination of this Agreement.

(d) Custodian may, with respect to questions of law specifically regarding the Collateral Account, obtain the advice of reputable legal counsel and shall be fully protected with respect to anything done or omitted by it reasonably and in good faith and without negligence, willful misconduct, bad faith or fraud in conformity with such advice, provided, however, that nothing contained in this paragraph (d) shall be deemed to relieve Custodian of any of its obligations pursuant to any other provision of this Agreement.

(e) Custodian shall not be responsible for, or considered to be custodian of, any securities received by it for deposit in the Collateral Account until Custodian actually receives and collects such securities directly or by the final crediting of Custodian's account on the books of the appropriate Securities Depository. Custodian will be entitled to reverse any provisional credits to the Collateral Account that were made in anticipation of the receipt of securities or cash which were not subsequently received by Custodian.

(f) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement.

(g) In performing hereunder, Custodian may enter into subcontracts, agreements and understandings with third parties whenever and on such terms and conditions as it deems necessary or appropriate and which are consistent with applicable law. If any of such subcontracts, agreements, or understandings with third parties are for the deposit of Eligible Collateral for the benefit of Depositor, (i) such third party will qualify as a "permitted institution" pursuant to the Texas Public Funds Collateral Act, (ii) Custodian shall cause such third party to provide records to Custodian evidencing the deposit of Eligible Collateral with such third party, and (iii) records of the third party relating to such Eligible Collateral will at all times state the name of Custodian. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.

**6. Custodian's Reliance on Pricing Services.** The Custodian is authorized to utilize one or more generally recognized pricing information services (including brokers and dealers of securities) in order to provide market values hereunder, and Bank and Depositor agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

**7. Default and Remedies.** If Bank defaults in performing its obligations under Section 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may, after providing Bank at least three (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within such (3) business day period, instruct Custodian to transfer the Collateral or any part thereof to a broker-dealer for disposition in accordance with Depositor's instructions at a public or private sale. The proceeds of any such sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodian shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.

**8. Termination of Agreement.** Any party to this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other parties.

**9. Applicable Law; Other Agreements.** This Agreement is governed by the laws of the **State of Texas**. All deposit accounts of Depositor will be subject to Bank's Commercial Account Agreement, Business Account Agreement, or other applicable deposit account agreement, as in effect from time to time.

**10. Force Majeure.** Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.

**11. Jury Trial Waiver.** EACH OF BANK, DEPOSITOR AND CUSTODIAN HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**12. Compliance with Texas Government Code Section 2270.002.** As required by Section 2270.002 of the Texas Government Code, Bank and Custodian each hereby verifies that subject to and except as otherwise required by federal law, including, without limitation, 50 U.S.C. Section 4607, it does not boycott Israel and will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the phrase "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**13. Compliance with Texas Government Code Section 2252.152.** Pursuant to Section 2252.152 of the Texas Government Code, Bank and Custodian each hereby verifies that it is not engaged in active business operations with Sudan or Iran in violation of U.S. law, or a foreign terrorist organization. For purposes of this Agreement, the phrase "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

**14. Miscellaneous.** The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees, to the extent permitted by law, not to claim, and it hereby waives, such immunity in connection with this Agreement.

Date of Agreement: \_\_\_\_\_, 20\_\_\_\_.

DEPOSITOR: City of Hurst

CUSTODIAN: **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

C/O The Bank of New York Mellon  
101 Barclay Street, 4<sup>th</sup> Floor  
New York, NY 10286  
Address: Attn: Markets- Collateral Manager

BANK: **WELLS FARGO BANK, NATIONAL ASSOCIATION**

Signature: \_\_\_\_\_

Print Name: Sheila Lynch

Title: Vice President

Address: 333 Market Street St.15th Floor,  
MAC: A0109-150  
San Francisco, CA 94105

**ADDENDUM "A"**  
(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement. **Individual who signs page 4 must also sign below.**

1. Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

2. Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

3. Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

4. Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

City Council Staff Report

SUBJECT: Consider approval of an Agreement with Tarrant County for tax collection services for tax year 2018

Supporting Documents:

Agreement for the collection of property taxes

Meeting Date: 6/12/2018  
 Department: Fiscal Services  
 Reviewed by: Paul Brown  
 City Manager Review:

Background/Analysis:

Tarrant County began collecting taxes for the City on October 1, 1994. Today, they continue to offer the lowest collection fee of any urban county in Texas.

Tarrant County has submitted a renewal contract for the collection of real, personal, and mineral lease property taxes for tax year 2018. State law requires the County to charge taxing entities for the actual costs of tax collection. The County's proposed rate for tax year 2018 is \$0.98 per account, which is unchanged from tax year 2017.

Considering 17,792 accounts at \$0.98 per account, the expenditure estimate for fiscal year 2018-2019 is \$17,436. The fee remains very reasonable considering the savings generated by outsourcing this accounting function.

Tarrant County also collects attorney fees that are specified by the City through a written agreement with a delinquent collection attorney. The delinquent tax service is tied to the city attorney contract with Boyle & Lowry.

Funding Sources and Community Sustainability:

Funding is available within the General Fund. Outsourcing tax collection adheres to the Council's strategic priority of economic vitality and the Hurst Way's directive of financial sustainability.

Recommendation:

Staff recommends the City Council approve the Agreement with Tarrant County for tax year 2018 property tax collection services, in an amount equal to \$0.98 per property tax account.



April 18, 2018

## TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100  
taxoffice@tarrantcounty.com  
In God We Trust

**RON WRIGHT**  
**Tax Assessor-Collector**

Mr. Paul Brown  
Managing Director of Finance  
City of Hurst  
1505 Precinct Line Rd  
Hurst, TX 76054

Dear Mr. Brown,

I am pleased to enclose our tax collection contract for the coming year. The commission rate for Tax Year 2018 will remain at \$.98 per account. State law requires that I charge taxing entities my actual costs for tax collection. This rate continues to be the lowest collection fee rate of any urban county in Texas. The out-of-county accounts fee will remain \$2.60 per account. The rates will be applied to the Tax Year 2017 ending number of accounts.

Enclosed are three original contracts for the assessment and collection of your ad valorem taxes by my office for the Tax Year 2018. After the contracts have been signed, please return **ALL** copies to the attention of Sheila Moore, Entity Liaison. I will mail a fully executed contract to you after the Commissioner's Court has made formal approval of the contract. This will be at the end of September, so the contract will be returned in October. If you require more than one original, please make extra copies as needed of the contract and mail all copies back to my office. In order to have your contract in place prior to the upcoming tax season, I would ask that you have the properly executed contracts returned to me no later than **August 17, 2018**.

You will be invoiced for your collection commission by January 31, 2019 with payment due no later than February 28, 2019.

The time for rate calculations is rapidly approaching and many of you are already in budget preparations. Please remember the importance of getting the rate and exemption information to us prior to the **September 14<sup>th</sup>** rate submission deadline. My office will provide more information on this requirement in the near future.

If you have questions, please contact my Entity Liaison, Sheila Moore, at 817-884-1526, or you may contact me at 817-884-1106 or by e-mail [rjwright@tarrantcounty.com](mailto:rjwright@tarrantcounty.com).

Sincerely,

A handwritten signature in cursive script that reads "Ron Wright".

Ron Wright, PCC  
Tax Assessor-Collector  
Tarrant County

COUNTY OF TARRANT

§  
§

*Agreement For the Collection of Taxes*

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Hurst hereinafter referred to as **City**, whose address is 1505 Precinct Line Rd, Hurst, TX 76054.

**PURPOSE OF AGREEMENT**

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the City.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I.**

**SERVICES TO BE PERFORMED**

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the City has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All City disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the City on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars (\$100.00), the disbursement may be withheld until the cumulative total of taxes collected for the City equals at least one hundred dollars (\$100.00), or at the close of the month.

**II.**

**REPORTS**

The ASSESSOR/COLLECTOR will provide the City of Hurst the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Tax Roll Summary Year-to-Date Summary Report Part A, B and C Detail Collection Summary Report Distribution Summary Detail Collection Summary By Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10
Annual:	Certified Tax Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary By Year
---------	---

**III.**

**COMPENSATION**

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, compensation for the services rendered is a rate of ninety-eight cents (\$0.98) per account located within Tarrant County, and two-dollars and sixty cents (\$2.60) per account located outside Tarrant County. The number of accounts billed will be based on the July 25 billing roll certified to the ASSESSOR/COLLECTOR, net of subsequent account additions and deletions made by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31, 2019** with payment to be received from the

City by **February 28, 2019**.

The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

**IV.  
AUDITS**

The ASSESSOR/COLLECTOR will provide to the City auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the City auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the City.

**V.  
TAX RATE REQUIREMENT**

The City will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the City's current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by Friday, September 14, 2018. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the City. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Hurst will be paid by City of Hurst.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

**VI.  
COMPLIANCE WITH APPLICABLE  
STATUTES, ORDINANCES, AND REGULATIONS**

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the City of that fact and the reasons therefore.

**VII.  
DEPOSIT OF FUNDS**

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the City shall be promptly transferred to the account of the City at the City's depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the City's funds from the COUNTY Depository to the City's designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Hurst due to unforeseen or unanticipated circumstances.

**VIII.  
INVESTMENT OF FUNDS**

The City hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the City during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the City all interest or other earnings attributable to taxes owed to the City. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the City.

**IX.**  
**REFUNDS**

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the City of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Hurst exceeds collections for City of Hurst, City of Hurst will be placed in a negative status and no distributions made to City of Hurst until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the City's jurisdiction. The proportional share is based upon the City's percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the City is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the City to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the City and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

**X.**  
**DELINQUENT COLLECTIONS**

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the City through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the City for compensation to a Firm under contract to the City.

If the delinquent collection Attorney contracted by the City requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the City and will be added to the collection expenses and charged to the City.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

**XI.**  
**TERM OF AGREEMENT**

This Agreement shall become effective as of the date hereinabove set out, and shall continue in effect during the 2018 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

**XII.**  
**NOTICES**

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

**XIII.**

**MISCELLANEOUS PROVISIONS**

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

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

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

**BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**RON WRIGHT,**  
**TAX ASSESSOR/COLLECTOR**  
**TARRANT COUNTY**

**FOR City of Hurst**

**BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

**FOR TARRANT COUNTY:**

**BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**B. GLEN WHITLEY**  
**TARRANT COUNTY JUDGE**

**APPROVED AS TO FORM:**

**BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**CRIMINAL DISTRICT ATTORNEY'S OFFICE\***

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

CITY OF HURST

Final Draft

COUNTY OF TARRANT

STATE OF TEXAS

On the 15<sup>th</sup> day of May, 2018, at 5:30 p.m., the Library Board of the City of Hurst, Texas, convened in Regular Meeting at the Library, 901 Precinct Line Road, Hurst, Texas, with the following members present:

Betty Whiteside	)	Chair
Janie Melton-Judy	)	Members
Ruth Kennedy		
Peggy Moore		
Gus Nixon		
Margaret Coleman	)	Alternate
Allan Heindel	)	Deputy City Manager
Kyle Gordon	)	Managing Director of Community Services
Jesse Loucks	)	Library Director
Teri Smith	)	Community Services Administrative Assistant

with the following members absent: Joyce Davis, Lou Farris, constituting a quorum, at which time the following business was transacted:

**I. Call to Order**

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

**II. Roll Call of Members**

Teri Smith conducted the Roll Call of Members.

**III. Approval of Minutes**

The minutes of the April 17, 2018 regular meeting were reviewed and approved as written.

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

**IX. Informational Items**

**A. Special Event Update:**

Beverly Kirkendall and Miranda Hawkins gave a brief overview of the ever popular Teddy Bear Picnic event where kids brought their favorite stuffed animal to the Library for a sleepover on April 27<sup>th</sup> and a picnic the following day. Library Staff took pictures of the animals doing various activities and posted them on Facebook for the kids to view and the next day they came to the Library for snacks, crafts and other activities before taking their stuffed animals home. There were 44 kids who participated and 33 parents.

**IV. Librarian’s Report**

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

<u>April</u>	
Circulation.....	32,803
Number of Active Patrons.....	36,140
Volunteer Hours.....	202
Door Count.....	11,227
Electronic Usage Sessions.....	5,835
Page Views.....	6,869
Net Revenue .....	\$ 1,500
Children’s Programming.....	1,092
Adult Programming.....	497

**B. Program & Events Report for April:** The Program & Events Report for April was distributed to the Board. Jesse Loucks reviewed the report. Pictures of events were displayed for the Board.

**C. Upcoming Programs and Events:** The Upcoming Programs and Events report was reviewed by Jesse Loucks. Pictures were displayed for the Board.

**D. Works in Progress**

1. **Tech Truck Update:** Jesse Loucks stated that the HEB Tech Truck did not make it to the HEB Reads! event, but should be available for Summer Reading Club.
2. **Parking Lot Improvements:** Allan Heindel explained that the City’s Public Works Department has made major improvements to the handicap walkways and is currently in the process of milling and overlaying the entire parking lot to be finished by the beginning of the Summer Reading Club program.
3. **Library Wifi Update:** Mr. Heindel informed the Board that Staff is currently working with the City’s IT Department to improve the wifi service and the Board will be kept informed of the progress.
4. **Website Update:** Jesse Loucks informed the Board of current efforts to refresh and streamline the 5 most popular pages (comprise 60% of usage over the last 12 months) of the Library’s website.

Betty Whiteside left the meeting at 6:00 p.m.

**E. Staff Activities**

1. **Employee Update:** Allan Heindel informed the Board that two part-time Library employees have resigned from the Library to pursue full-time positions with another City. These two positions are in the process of being filled.

2. **Job Posting Update:** Allan Heindel noted that since Ramona DeMeglio's retirement, the City has posted the Adult Services Library Manager position through the American Library Association and the Texas Library Association utilizing a revised recruiting path. He noted that, utilizing this marketing tool, a qualified individual has been hired.
3. **Staff Training:** Jesse Loucks stated that Library Staff is currently undergoing training by the Hurst Police Department in the event of an emergency situation.

## V. Reports of the Committees

### A. Friends of the Hurst Public Library

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

## VI. Communications

- ### A. Event Comments:
- Jesse Loucks informed the Board of some positive comments the Library received regarding Game Night.

## VII. Unfinished Business

None at this time.

## VIII. New Business

None at this time.

## IX. Informational Items

- ### A. Special Event Update:
- This item was moved to the top of the Agenda.
- ### B. HEB Reads! Kickoff Recap:
- Jesse Loucks informed the Board that the HEB Reads! program is a cooperative effort between Hurst, Euless, Bedford and the HEB ISD that took place on Saturday, May 5<sup>th</sup> from 10:00 a.m. until 1 p.m. at Pennington Field in Bedford. There were an estimated 3,500 – 4,000 participants and Library Staff gave out 3,000 bags containing coupons and Library information.
- ### C. BISD Reads Update:
- Mr. Loucks noted that the BISD Reads event with Haltom City, Hurst, Richland Hills, North Richland Hills, Watauga and Birdville ISD will be held on June 2<sup>nd</sup> from 9:00 a.m. until noon. The Hurst Library will have a table at this event where we will give out free burgers.
- ### D. Heritage Village Presents:
- Kyle Gordon gave a brief overview of the Heritage Village Presents events including the Concert in the Park that was held on Friday, April 27<sup>th</sup> with 285 in attendance and the Summer Kickoff that will take place on Thursday, May 31<sup>st</sup>.

- E. **Oral History Project Update:** Jesse Loucks gave an update on the Oral History Project stating that Phase IV has been completed and all of the candidates have been selected for the Phase V video shoot.
- F. **State Report Update:** Mr. Loucks stated that the Hurst Library completed and submitted the State Report and received accreditation from the State, which makes the Library eligible for grant funding.
- G. **Holiday Closure:** Allan Heindel reminded the Board that the Library will be closed on Monday, May 28<sup>th</sup> in observance of the Memorial Day Holiday.

**X. Board Member and Citizen Comments**

None at this time.

**XI. Adjournment**

There being no further business, the meeting was adjourned by Vice-Chair Ruth Kennedy at 6:30 p.m.

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED:

ATTEST:

\_\_\_\_\_  
CHAIRMAN

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

CITY OF HURST

Final Draft

COUNTY OF TARRANT

STATE OF TEXAS

On the 17<sup>th</sup> day of May, 2018 at 6:00 p.m., the Parks and Recreation Board of the City of Hurst, Texas, convened in its Regular Meeting at the Hurst Public Library, 901 Precinct Line Road, Hurst, Texas, with the following member's present to-wit:

- |                |   |   |
|----------------|---|---|
| Alan Neace     | ) | Chairman                                    |
| Ralph Hurd     | ) | Members                                     |
| Pat King       | ) |   |
| Rod Robertson  | ) |   |
| Cathy Thompson | ) |   |
| Bob Walker     | ) |   |
| Gary Waldron   | ) | Alternates                                  |
| Jessica Martin | ) |   |
| Allan Heindel  | ) | Deputy City Manager                         |
| Kyle Gordon    | ) | Managing Director of Community Services     |
| Eric Starnes   | ) | Director of Facilities & Project Management |
| Chris Watson   | ) | Recreation Director                         |
| Kristie Weaver | ) | Parks Director                              |
| Paige Lutz     | ) | Recreation Administrative Assistant         |

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

- I. **Call to Order:** Alan Neace called the meeting to order at 6:00 p.m.
- II. **Roll Call of Members:** Paige Lutz conducted the Roll Call of Members.
- III. **Approval of Minutes:** Ralph Hurd made a motion to approve the minutes of the April 19, 2018 regular meeting as written; Jessica Martin seconded the motion.

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

NOES: None

**IV. Staff Report:**

**A. Director's Report:**

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

April

Recreation Center	16,410
Classroom Programs	952
Fitness Center	4,353
Tennis Center	1,973
Facility Rentals	96
Active Members	2,598

2. **Program Highlight:** Chris Watson reported that the May Program Highlight features the Adult Basketball Program. A three-year study was presented. The study showed an upward trend in participation over the past three years. Mr. Watson reviewed the Texas Amateur Athletic Federation State Tournaments with the Board. He noted that on average the City will host two tournaments each year.

**B. Special Events:**

1. **2018 Chisholm Fish Stocking Program:** The dates for the upcoming fish stocking at the Chisholm Park Pond were displayed.
2. **Concert in the Park Recap:** Chris Watson reported that the Concert in the Park event was held on April 27<sup>th</sup> at Heritage Village Plaza. A total of 285 participants enjoyed music performed by The Northeast Orchestra.
3. **Heritage Village Presents:** Kyle Gordon gave a brief overview of the Heritage Village Presents events including the Concert in the Park that was held on Friday, April 27<sup>th</sup> with 285 in attendance and the Summer Kickoff that will take place on Thursday, May 31<sup>st</sup>.
4. **Mother's Day Yoga & Tea:** Chris Watson reported that the Mother's Day Yoga and Tea event was held on May 12<sup>th</sup> at Central Park. Thirty participants enjoyed this new event, which included refreshments, activities and face painting for the children, and Yoga in the Park.
5. **Golden Couples Preview:** The Golden Couples event will be held on June 16<sup>th</sup> at the Hurst Senior Citizens Activities Center.
6. **Father's Day Barbeque at Central Aquatics Center Preview:** Chris Watson reported that the Father's Day Barbeque is scheduled for June 15<sup>th</sup> at Central Aquatics Center. This new event will include swimming and hot dogs and hamburgers for all attendees.

7. **Stars & Stripes Preview:** The 17<sup>th</sup> Annual Hurst Stars & Stripes event is scheduled for Wednesday, July 4<sup>th</sup> at Hurst Community Park.

**C. Works in Progress:**

1. **TXDOT Green Ribbon Grant Phase 2:** The median planting is in progress. The project will be complete by the end of May.
2. **TXDOT Green Ribbon Grant Phase 3:** The design is underway and should be completed by June of 2018.
3. **TXDOT Green Ribbon Grant Phase 3a:** The medians at the SH 10 and Hwy 820 intersection are being drastically modified with the upcoming highway construction. The City has paid for a consultant to design the landscape for the medians and the construction will be paid out of the highway project.
4. **Pipeline Road Phase 2 Improvements:** The construction project should be substantially completed in the fall of 2018. The landscaping part of the project will be installed late fall of 2018.
5. **Central Aquatics Center Off-Season Improvements:** The tower open flume slide has been refinished.
6. **Recreation Center Air Conditioner Replacement:** Two old roof top air conditioning units above the main lobby and cardio room have been replaced.
7. **Campus Drive Landscape Update:** The developer will install new landscaping and irrigation along Campus Drive in front of the new hotel by the Hurst Conference Center. Parks will monitor the project for plan compliance.

**D. Staff Activities:**

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

**V. Report of the Committee:** None to discuss at this time.

**VI. Communications:** An article from the *Fort Worth Star Telegram* regarding a home explosion and the Hurst Police Officers who rescued the family inside the home was presented to the Board.

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

**VIII. New Business:**

- A. Adopt-A-Park Program:** Kristie Weaver presented the Adopt-A-Park Program. She noted that the purpose of the program was to encourage community participation in the parks program. The program's guidelines and strategic goals were reviewed.

Ralph Hurd made a motion to review the Adopt-A-Park Program and bring the program to the next regular meeting for approval, Bob Walker seconded the motion.

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

NOES: None

**IX. Informational Items:**

**A. Jaycee Baker Playground Project:**

- 1. Project Update:** Eric Starnes reported that the Jaycee Baker Playground Project is now complete and the playground is open to the public.
- 2. Dedication:** The Jaycee Baker Playground Ribbon Cutting is scheduled for May 19<sup>th</sup> at Jaycee Baker Park.

- B. 2018 Aquatics Season Update:** Chris Watson reviewed the opening dates for the 2018 Hurst Aquatics season. He noted that the City's Employee Picnic will take place September 8<sup>th</sup>, at Chisholm Aquatics Center.

- C. Police Activities League Summer Camp:** Chris Watson reported that the Recreation Division will be working in cooperation with the Police Department's Police Activities League Summer Camp Program. The event is scheduled for June 18<sup>th</sup> – 22<sup>nd</sup> and will take place at the Hurst Public Library, Chisholm Park, and the Chisholm Aquatics Center.

- D. Rotary Tree Planting Recap:** Allan Heindel mentioned that the HEB Rotary participated in the National Rotary 3.1 Million Tree Planting Challenge. Kristie Weaver presented a recap of the event which took place on April 28<sup>th</sup> at Hurst Community Park.

- E. Holiday Closings:** Allan Heindel reported that the Recreation Center, Tennis Center, and the Recreation Administrative Office will be closed on May 28<sup>th</sup> for Memorial Day. He noted that the Chisholm and Central Aquatics Centers will be open normal hours.

- X. Board Member and Citizen Comments:** Bob Walker asked the Board to join him in congratulating Cathy Thompson and her new seat on the Hurst City Council.

The Board congratulated Ms. Thompson. Rod Robertson complimented the City's *Where We Live* magazine. Allan Heindel mentioned that he would pass the compliment to Kara McKinney, the Public Information Officer.

**XI. Adjournment:** Ralph Hurd made a motion to adjourn the meeting, Bob Walker seconded the motion.

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

NOES: None

Rod Robertson adjourned the meeting at 6:40 p.m.

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

APPROVED:

ATTEST:

\_\_\_\_\_  
CHAIRMAN

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

COUNTY OF TARRANT

STATE OF TEXAS

On the 17<sup>th</sup> day of May, 2018 at 11:00 a.m., the Hurst Senior Citizens Advisory Board of the City of Hurst, Texas, convened in Regular Meeting at the Hurst Senior Center, 700 Heritage Circle, Hurst, Texas, with the following members present:

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

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

**I. Call to Order**

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

**II. Roll Call of Members**

Teri Smith conducted the Roll Call of Members.

**III. Approval of Minutes**

The minutes from the April 19, 2018 meeting were approved as written.

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

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

<b>April</b>	
Center Attendance.....	13,052
Number of Members.....	1,879
Volunteer Hours.....	1,215
Net Revenue.....	\$ 14,932
Fitness Center Attendance.....	2,934
Class Attendance.....	2,726
Aquatics.....	163

**B. Programs & Events Reports:** The Programs & Events Report for April was distributed to the Board and reviewed by Michelle Varley.

**C. Upcoming Programs & Events:** A list of Upcoming Programs & Events was distributed to the Board and reviewed by Michelle Varley.

**D. Works in Progress**

1. **Parking Lot Improvement:** Allan Heindel informed the Board that the Public Works Department will be painting a yellow stripe on the curb at the east entrance to the Senior Center to draw attention to the slight dip that exists in that area.

2. **West Parking Lot Bollard:** Mr. Heindel explained that one of the bollards in the parking lot has been damaged and the City received a check from the insurance company to repair the damage. The repair has been finished and photos were displayed for the Board.

3. **Exterior Landscape Update:** Mr. Heindel reported that the Parks Department has removed unwanted growth from the botanical areas of the Senior Center to improve the aesthetics of the exterior of the building.

**E. Staff Activities**

1. **Northeast Senior Community Forum:** Linda Rea stated that she attends the Northeast Senior Community Forum on the 3<sup>rd</sup> Tuesday of every month at the North Richland Hills Library from 9:00 to 10:30 a.m. She noted that in April they had a speaker who taught about the effects of stress on the body and foods you should eat to help with stress. She noted that this presenter will be speaking at the Senior Center for our members.

2. **Staff Update:** Linda Rea informed the Board that Deborah Broshe has resigned from her position at the Senior Center. Her position at the front counter has been filled by Nicki Dancer who works from 2:00 until 7:00 p.m.

**V. Communications**

**A. June Senior Pipeline:** Michelle Varley distributed copies of the May Senior Pipeline.

**VI. New Business**

None at this time.

**VII. Informational Items**

**A. Program Highlight – Yoga Program:** Michelle Varley gave a brief overview of the 7 styles of yoga classes taught at the Senior Center.

- B. **Heritage Village Presents:** Kyle Gordon gave a brief overview of the Heritage Village Presents events including the Concert in the Park that was held on Friday, April 27<sup>th</sup> with 285 in attendance and the Summer Kickoff that will take place on Thursday, May 31<sup>st</sup>.
- C. **Ice Cream Social Update:** Michelle Varley informed the Board that the Ice Cream Social will be held on June 29<sup>th</sup> at 2:00 p.m. There are over 30 vendors scheduled to participate in this event.
- D. **Stars & Stripes July 4<sup>th</sup> Update:** Allan Heindel gave a brief overview of the upcoming July 4<sup>th</sup> Stars & Stripes event including the bands, inflatables, vendors, fireworks and he reviewed the event parking plan including the shuttle service to and from the mall. He included information on the role of the Senior Center during the event.
- E. **Holiday Closure:** Allan Heindel reminded the Board that City Facilities will be closed on Monday, May 28<sup>th</sup> in observance of the Memorial Day Holiday.

**VIII. Board Member and Citizen Comments**

None at this time.

**IX. Adjournment**

There being no further business, the meeting was adjourned by Marcy Davis at 11:40 a.m.

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

APPROVED:

ATTEST:

\_\_\_\_\_  
CHAIR

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

## Future Event Calendar

June 12, 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.*

<b><u>DATE AND TIME</u></b>	<b><u>ACTIVITY</u></b>
June 4 – June 12, 2018 Hours and additional voting sites listed on City website <a href="http://hursttx.gov">hursttx.gov</a> or <a href="http://Tarrantcounty.com/elections">Tarrantcounty.com/elections</a>	City Runoff Election - Early Voting Hurst Recreation Center - 700 Mary Drive
Saturday, June 16, 2018 7:00 a.m. – 7:00 p.m.	City Runoff Election Day Hurst Public Library – 901 Precinct Line Road
Saturday, June 30, 2018 9:00 a.m.	City Council Work Session Hurst Conference Center
Wednesday, July 4, 2018	Holiday – City Hall Closed
Wednesday, July 4, 2018 5:00 p.m.	Hurst Stars & Stripes Hurst Community Park