

**WORK SESSION AGENDA OF THE CITY COUNCIL OF HURST, TEXAS  
CITY HALL, 1505 PRECINCT LINE ROAD  
FIRST FLOOR CONFERENCE ROOM  
TUESDAY, JULY 10, 2018 – 5:15 P.M.**

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**I. Call to Order**

**II. Informational Items**

) **Discussion of proposed Adopt-A-Park Program**

) **Discussion of Annual appointments to Boards, Commissions and Committees**

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

Consider authorizing the city manager to enter into an Interlocal Agreement with the North Central Texas Council of Governments for participation in the Trinity Railway Express Funding Partnership

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

Consider authorizing the city manager to enter into a Contract with Ed's Electric Service for Citywide Electrical Services

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

Consider authorizing the city manager to enter into an Interlocal Assistance Agreement for fire and explosion investigations

Consider authorizing the city manager to enter into a contract with Tarrant County for Mutual Aid Services

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

Consider authorizing the city manager to enter into an Engineering Services Contract with Deltatek Engineering for design of the Precinct Line Road Elevated Storage Tank Chemical Feed and Monitoring System Improvements

**VII. Discussion of Agenda Item(s) 8**

Consider concurrence with the city manager's Administrative Approval to modify Z-17-04 Sprouts Crossing, a site plan for Lot 5, Block A, The Haven Addition located at 200 Grapevine Highway

**VIII. Discussion of Agenda Item(s) 9**

Consider authorizing the city manager to enter into an Agreement with Davis & Davis, Inc., to provide design services for the Parker Cemetery Phase II project

**IX. Adjournment**

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

This the 6<sup>th</sup> day of July 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, JULY 10, 2018**

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**AGENDA:**

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

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

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**CALL TO ORDER**

**INVOCATION (Councilmember Larry Kitchens)**

**PLEDGE OF ALLEGIANCE**

**PROCLAMATION(S)**

1. Proclamation recognizing City of Hurst Employees

**CONSENT AGENDA**

2. Consider approval of the minutes for the June 26 and 30, 2018 City Council meetings
3. Consider authorizing the city manager to enter into an Interlocal Agreement with the North Central Texas Council of Governments for participation in the Trinity Railway Express Funding Partnership
4. Consider authorizing the city manager to enter into a Contract with Ed's Electric Service for Citywide Electrical Services
5. Consider authorizing the city manager to enter into an Interlocal Assistance Agreement for fire and explosion investigations
6. Consider authorizing the city manager to enter into a contract with Tarrant County for Mutual Aid Services

**ACTION ITEM(S)**

7. Consider authorizing the city manager to enter into an Engineering Services Contract with Deltatek Engineering for design of the Precinct Line Road Elevated Storage Tank Chemical Feed and Monitoring System Improvements

8. Consider concurrence with the city manager's Administrative Approval to modify Z-17-04 Sprouts Crossing, a site plan for Lot 5, Block A, The Haven Addition located at 200 Grapevine Highway
9. Consider authorizing the city manager to enter into an Agreement with Davis & Davis, Inc., to provide design services for the Parker Cemetery Phase II project

### **OTHER BUSINESS**

10. Review of the following advisory committee meeting minutes:
  - ) Library Board
  - ) Parks and Recreation Board
  - ) Senior Board
11. Review of upcoming calendar items
12. 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 6<sup>th</sup> day of July 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.

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Office of the Mayor

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# Proclamation

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## City of Hurst

**WHEREAS,** the City of Hurst is committed to providing responsive services and effective programs to ensure that Hurst remains a vibrant community; and

**WHEREAS,** City of Hurst employees are our greatest resource for accomplishing our mission; and

**WHEREAS,** the addition of a new hotel adjacent to the Hurst Conference Center provides the opportunity to host larger events and conferences increasing the economic vitality of Hurst, and making it essential the hotel open on time to welcome the first guests in June 2018; and

**WHEREAS,** commitment to the Hurst Way and Code of Ideals, particularly dedication, teamwork, and professionalism, was exemplified by City of Hurst employees, as they worked to ensure, through construction delays, the hotel opening would not be delayed due to city inspection processes and procedures; and

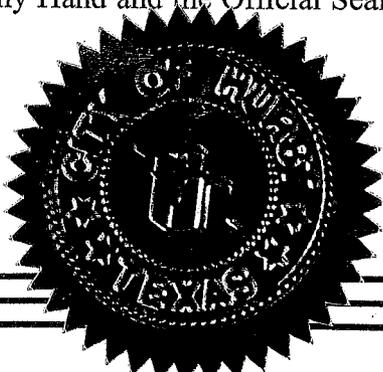
**WHEREAS,** we enthusiastically recognize the City of Hurst employees for their hard work and tireless dedication, to performing their jobs, with a commitment to customer service and contributing to the sustainability of the City of Hurst.

**NOW, THEREFORE, I, Henry Wilson,** Mayor of the City of Hurst, Texas, on behalf of the entire City Council and all our citizens, do hereby extend our sincere appreciation to

### City of Hurst Employees

for their dedication and contributions to the City of Hurst.

Witness my Hand and the Official Seal of the City of Hurst, Texas, on this the 10th day of July 2018.



*Henry E. Wilson*

Henry Wilson, Mayor

**City of Hurst  
City Council Minutes  
Tuesday, June 26, 2018**

On the 26<sup>th</sup> day of June 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:

|                   |   |  |
|-------------------|---|--|
| Henry Wilson      | ) | Mayor  |
| David Booe        | ) | Mayor Pro Tem                                  |
| Bill McLendon     | ) | Councilmembers                                 |
| Nancy Welton      | ) |  |
| Larry Kitchens    | ) |  |
| Jon McKenzie      | ) |  |
| Cathy Thompson    | ) |  |
| Cindy Shepard     | ) |  |
| 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     |
| Michelle Lazo     | ) | Executive Director of Planning and Development |
| Bill Keadle       | ) | Assistant Police Chief                         |
| Cynthia Singleton | ) | Deputy City Secretary                          |

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

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

Councilmember Nancy Welton gave the Invocation.

The Pledge of Allegiance was given.

**CANVASS OF ELECTION**

1. Considered Resolution 1705 Canvassing the June 16, 2018 Runoff Election.

Councilmember Kitchens moved to pass Resolution 1705 seating Councilmember Cindy Shepard. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

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

Mayor Wilson, Councilmembers and staff expressed their appreciation to Councilmember Welton for her service to the community.

Mayor Wilson recessed the meeting at 6:43 p.m. and reconvened the meeting at 6:49 p.m.

### **INAUGURATION OF OFFICIAL**

2. Presentation of Certificate of Election - Mayor Wilson presented the Certificate of Election to Cindy Shepard.
3. Oath of Office for Elected Official - City Secretary Rita Frick administered the Oath of Office to Cindy Shepard.

### **PROCLAMATION(S)**

4. Proclamation recognizing Parks and Recreation month. Councilmember Kitchens presented the proclamation, recognizing Parks and Recreation month, to Recreation Manager Jordan Taylor who reviewed the numerous events in July designed to highlight “A Lifetime of Discovery” in the City’s parks and recreation programs.
5. Proclamation recognizing Amateur Radio Week. Councilmember Jon McKenzie presented the proclamation recognizing Amateur Radio Week to Fire Chief David Palla who provided an overview of the vital importance amateur radio operators provide to the community.

### **CONSENT AGENDA**

6. Considered approval of the minutes for the June 12 and 14, 2018 City Council meetings.
7. Considered authorizing the city manager to enter into a Purchase Agreement with GT Distributors and Precision Delta Corporation, to purchase ammunition for the police department.
8. Considered authorizing the city manager to execute an Encroachment License Agreement with the Assembly of God Church to allow encroachment of driveway on City roadway easement.

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

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

**RESOLUTION(S)**

9. Considered Resolution 1706 supporting application to the Office of the Governor for the Combined Mental Health Coordinator Grant for the cities of Hurst, Euless and Bedford to operate a Combined Mental Health Coordinator.

Mayor Wilson recognized Assistant Police Chief Billy Keadle who stated the City has worked with the Tarrant County Mental Health Mental Retardation (MHMR) since 2008 to identify and help law enforcement personnel properly manage the mentally ill population. He stated the cities of Hurst, Euless and Bedford have worked in conjunction, for the past several years, utilizing the Mental Health Coordinator, who provides training to all three police departments on identifying individuals suffering from mental illness. He reviewed historical statistics regarding caseload, noting the decrease of 21% percent of the number clients for the three cities, and noted the national recognition and interest received due to the success of the program. He stated the proposed resolution authorizes application to renew the Mental Health Coordinator grant.

Councilmember McLendon moved to adopt Resolution 1706 supporting the grant application for the Mental Health Coordinator Grant from the Office of the Governor to continue serving the cities of Hurst, Euless, and Bedford. Motion seconded by Councilmember Kitchens. Motion prevailed by the following vote:

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

**OTHER BUSINESS**

10. Review of the following advisory committee meeting minutes. No minutes were reviewed.
11. Review of upcoming calendar items – City Manager Clay Caruthers reviewed the following calendar items:
- ) Saturday, June 30, 2018 – City Council Work Session, Hurst Conference Center
  - ) Wednesday, July 4, 2018 – City Hall closed
  - ) Wednesday, July 4, 2018 – Stars & Stripes Event, Hurst Community Park  
Deputy City Manager Allan Heindel stated the gates will open at 3:00 p.m., the bands start at 5:00 p.m. and the fireworks at 9:30 p.m.
  - ) Tuesday, July 24, 2018 – City Council meeting canceled
  - ) Saturday, July 28, 2018 – City Council Multi-year Planning meeting, Hurst Conference Center
- City Manager Caruthers also noted the retirement reception for Councilmember Welton will be held July 23, 2018, 3:00 – 5:00 p.m. at the Hurst Conference Center.

- 12. City Council Reports - Items of Community Interest. No items were discussed.

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

Mayor Wilson recognized Jeffrey Barnes, 1049 Reed Street, Hurst, Texas, who expressed desire to continue service on the Neighborhood and Community Advisory Committee and the Zoning Board of Adjustment.

**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 7:28 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 Control Shelter) and reconvened to open session at 7:50 p.m.

- 13. Consider any and all action necessary ensuing from Executive Session. No action was taken.

**ADJOURNMENT**

The meeting adjourned at 7:50 p.m.

**APPROVED** this the 10<sup>th</sup> day of July 2018.

**ATTEST:**

**APPROVED:**

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

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

**Minutes**  
**Hurst City Council**  
**Work Session**  
**Tuesday, June 26, 2018**

On the 26<sup>th</sup> day of June 2018, at 5:22 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:

|                   |   |                                    |
|-------------------|---|------------------------------------|
| Henry Wilson      | ) | Mayor                              |
| David Booe        | ) | Mayor Pro Tem                      |
| Bill McLendon     | ) | Councilmembers                     |
| Nancy Welton      | ) |                                    |
| Larry Kitchens    | ) |                                    |
| 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 |
| Billy Keadle      | ) | Assistant Police Chief             |
| Cynthia Singleton | ) | Deputy City Secretary              |

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

- I. Call to Order** – Mayor Wilson called the meeting to order at 5:22 p.m.
  
- II. Informational Items** – City Manager Caruthers stated Epic Development, the Sprouts Crossing Development, requested an administrative approval for a drive through for the restaurant pad site and there would be an item on the July 10, 2018 City Council meeting agenda. He explained staff’s authority to make administrative approvals, and noted this is not a zoning change. Mr. Caruthers also noted Code Enforcement is working on the matters addressed recently in the letter from Ms. Hudson.
  
- III. Discussion of Agenda Item(s) 7**  
Consider authorizing the city manager to enter into a Purchase Agreement with GT Distributors and Precision Delta Corporation, to purchase ammunition for the police department.

Assistant Police Chief Billy Keadle briefed Councilmembers on the proposed purchase agreement with GT Distributors and Precision Delta Corporation, to purchase ammunition for the police department and reviewed the required training, and types of training, which requires the ammunition use.

**IV. Discussion of Agenda Item(s) 8**

Consider authorizing the city manager to execute an Encroachment License Agreement with the Assembly of God Church to allow encroachment of driveway on City roadway easement.

Executive Director of Public Works Greg Dickens briefed Councilmembers on the Encroachment License Agreement with the Assembly of God Church to allow encroachment of driveway on City roadway easement noting the small vacant triangular parcel of land, located behind the Red Sea Fish market on Pipeline Road, was gifted to the adjacent Assembly of God Church on Harrison Lane. He further stated the Church requested the encroachment agreement to allow access for parking. In response to Councilmembers' questions, Mr. Dickens stated the City will maintain the right-of-way and can control the ingress and egress. He stated the church ingress and egress plan will be presented to City Council for consideration before final execution.

**V. Discussion of Agenda Item(s) 9**

Consider Resolution 1706 supporting application to the Office of the Governor for the Combined Mental Health Coordinator Grant for the cities of Hurst, Eules and Bedford to operate a Combined Mental Health Coordinator.

Assistant Police Chief Billy Keadle briefed Councilmembers on Resolution 1706 supporting application to the Office of the Governor for the Combined Mental Health Coordinator Grant, for the cities of Hurst, Eules and Bedford, to share a Combined Mental Health Coordinator noting the success of the program and decrease in client contacts for the three area cities.

City Manager Caruthers noted the Amateur Radio activities at Chisholm Park had to be discontinued on Sunday, due to weather conditions. Councilmember Welton stated she has enjoyed serving on City Council and participating in the community events, and expressed her appreciation to Councilmembers and staff.

**VI. Adjournment – The meeting adjourned at 5:55 p.m.**

**APPROVED** this the 10<sup>th</sup> day of July 2018.

**ATTEST:**

**APPROVED:**

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Rita Frick, City Secretary

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Henry Wilson, Mayor

**MINUTES  
HURST CITY COUNCIL  
STRATEGIC PLANNING SESSION  
SATURDAY, JUNE 30, 2018**

On the 30<sup>th</sup> day of June 2018, at 9:00 a.m., the City Council of the City of Hurst, Texas, convened in Work Session at the Hurst Conference Center, 1601 Campus Drive, Hurst, Texas, with the following members present:

|                |   |                                 |
|----------------|---|---------------------------------|
| Henry Wilson   | ) | Mayor                           |
| David Booe     | ) | Mayor Pro Tem                   |
| Larry Kitchens | ) | Councilmembers                  |
| Cindy Shepard  | ) |                                 |
| Cathy Thompson | ) |                                 |
| Bill McLendon  | ) |                                 |
| Jon McKenzie   | ) |                                 |
| Clay Caruthers | ) | City Manager                    |
| Rita Frick     | ) | City Secretary                  |
| Joe Gonzalez   | ) | The Management Connection, Inc. |

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

**Item 1. Call to Order** – the meeting was called to order at 9:08 a.m.

**Item 2. Discussion and Review of City Council Governance Model and Hurst Strategic Planning Document Including Policy Statements and Strategies.**

City Manager Clay Caruthers introduced a video created by the Communications and Marketing team to connect the Strategic Plan to all levels of employees so the entire organization understands the plan and how their operations tie to the Council’s planning document. Facilitator Joe Gonzales, The Management Connection, stated the video reflects a picture of what has been done by previous Councils and the foundation given to the new leadership group. He introduced the Governance Leadership Pyramid explaining the top of the pyramid is Strategic Leadership. Here the Council establishes policy and sets the direction by establishing strategic priorities. He stated the next level of the pyramid is Strategic Management. Here the Executive Team implements the Council’s strategic priorities by managing all of the organizational resources and creating action plans. The next level is Strategic Operations, where the day-to-day implementation of the action plans, by the entire workforce, ensure the strategic priorities are accomplished, and the last level is Strategic Results, the customer experience. He explained today’s discussion is about understanding the model and that Mayor Wilson will introduce twelve characteristics of a great councilmember.

Facilitator Joe Gonzalez, led Council through discussions of the powerpoint presentation of the 12 Characteristics of a Great Councilmember as presented by Mayor Wilson. Councilmembers

discussed how these guidelines relate to the governance model presented and the importance of the established process for the Council, the success of the Manager, and ultimately the community. Mayor Wilson suggested Councilmembers consider the guidelines be included in the City Council's Rules of Procedure.

**Item 3. Informational Items** – Items of community interest and review of City Council calendar of meetings. No items were discussed.

**Item 4. Adjournment** – The meeting was adjourned at 12:18 p.m.

**APPROVED this the 10<sup>th</sup> day of July 2018.**

**ATTEST:**

**APPROVED:**

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

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

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into an Interlocal Agreement with the North Central Texas Council of Governments

Supporting Documents:

Interlocal Agreement

Meeting Date: 7/10/2018

Department: Fiscal Services

Reviewed by: Clayton Fulton

City Manager Review:

Background/Analysis:

The City of Hurst has been partnering with the North Central Texas Council of Governments (NCTCOG) for several years in support of the Trinity Railway Express (TRE) service through the Trinity Railway Express Funding Partnership. This partnership seeks financial contributions from the cities that have not committed financially to an existing transit authority but whose residents benefit from the Trinity Railway Express (TRE). In return, the NCTCOG's Regional Transportation Council program federal funds to support the TRE. In July 2017, the NCTCOG engaged the cities participating in the partnership to discuss continuing the partnership and renewing the Interlocal Agreement.

During the meeting, which included Hurst, the cities agreed to the concept of extending the agreement through 2020 but waiving the 2017 fees. This allowed the NCTCOG to complete ridership surveys at various TRE stops to update the contribution calculations. The annual contribution for Hurst has been calculated at \$90,456. This amount is unchanged from our most recent contribution from 2016.

Hurst's participation in the partnership ensures that we will continue to actively participate in regional transportation issues related to the TRE. Our membership also provides financial support for the operations and maintenance of the TRE.

The current agreement expired in 2017, but was not immediately renewed to allow for completion of the survey and was unnecessary as the 2017 fees were waived. We will effectively be paying for only three years of the four-year term of the agreement.

Participating cities include: Arlington, Bedford, Colleyville, Euless, Grand Prairie, and Haltom City.

Funding Sources and Community Sustainability:

Funding for the partnership exists in the FY 18 budget and will be evaluated each year through the budget process. This partnership highlights the public service aspect of the Hurst Way by ensuring our community has access to regional mass transit opportunities. Additionally, the partnership ensures a positive environment in our community and meets the Strategic Priority of Infrastructure.

Recommendation:

Staff recommends Council authorize the city manager to enter into an Interlocal Agreement with the North Central Texas Council of Governments, to continue participation in the Trinity Railway Express Funding Partnership, through September 30, 2020, an in an amount not to exceed \$90,456 per year.

**INTERLOCAL COOPERATION AGREEMENT**  
**Between**  
**THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**  
**and**  
**the City of Hurst**  
**for**  
**OPERATION OF COMMUTER RAIL SERVICE FOR FY 2017-2020**

**WHEREAS**, the North Central Texas Council of Governments (NCTCOG) and the Regional Transportation Council (RTC) have actively worked to implement commuter rail service in the area and facilitate the contribution by cities that are not members of a Transportation Authority to the operational costs of commuter rail services; and,

**WHEREAS**, the Regional Transportation Council Trinity Railway Express (TRE) Monitoring Subcommittee was appointed by the RTC to meet on an as-needed basis to monitor policy issues related to the TRE service and the collection of operating funds for the service; and,

**WHEREAS**, it would be beneficial to the citizens of the City of Hurst to have access to commuter rail service connecting the Cities of Dallas and Fort Worth with each other and with Dallas-Fort Worth International Airport to relieve traffic congestion, provide transportation opportunities, and aid in attaining federal air quality standards; and,

**WHEREAS**, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Dallas Areas Rapid Transit (hereinafter referred to as "DART") and the Fort Worth Transportation Authority (hereinafter referred to as "FWTA"), both metropolitan transportation authorities created and existing pursuant to Chapter 452 of the Texas Government Code (hereinafter referred to jointly as the "Transportation Authorities"), may exercise jointly the power to provide governmental services for the public health, safety, and welfare; and,

**WHEREAS**, pursuant to Article 1182k, Texas Revised Civil Statutes, all railroad-related activities by public agencies, separately or jointly exercised, are public and governmental functions for the public purpose and necessity; and,

**WHEREAS**, the Transportation Authorities have entered into an Interlocal Cooperation Agreement to define their respective rights and responsibilities regarding the provision of commuter rail service along the Trinity Railway Express Corridor and have begun commuter rail service as the Trinity Railway Express; and,

**WHEREAS**, NCTCOG and the City of Hurst have previously entered into agreements concerning the cost-sharing related to the Trinity Railway Express, which have since expired; and,

**WHEREAS**, NCTCOG and the City of Hurst now desire to enter into an agreement for Fiscal Years 2017-2020 to define their respective rights and responsibilities regarding cost sharing for the operation of the Trinity Railway Express; and,

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**Article 1. DEFINITIONS:**

- 1.1 "Commuter rail service" means operating passenger trains for commuters by, or under the control of, the Transportation Authorities.
- 1.2 "Capital improvement" means any addition to the asset base of either Transportation Authority (1) for the sole benefit of and utilization by the commuter rail service, or (2) representing the proportionate share of joint facilities benefiting, or utilized on behalf of, Commuter Rail Service.
- 1.3 "Maintenance of way" means the labor, material, tools, and equipment required to maintain all aspects of the railroad tracks, structures, signals, and communications in the TRE Corridor.
- 1.4 "Boards" means the Board of Directors of DART and FWTA.
- 1.5 "Best efforts" means one party's use of all reasonable exertions to fulfill the obligations of that party under this Agreement. It does not mean an obligation to attempt to fulfill the obligations of any other party.
- 1.6 "Capital costs" means the costs to plan, engineer, design, purchase, and construct the facilities, equipment, and systems for the commuter rail service that may be depreciated in accordance with standards set by the Federal Accounting Standards Board.
- 1.7 "Operational costs" means any cost of operating the TRE that is not a "capital cost."

**Article 2. ORGANIZATIONAL RELATIONSHIPS:**

- 2.1. North Central Texas Council of Governments and Regional Transportation Council:  
The North Central Texas Council of Governments (hereinafter referred to as "NCTCOG") is the Metropolitan Planning Organization for the North Central Texas region including Dallas, Fort Worth, and the City of Hurst. The North Central Texas Council of Governments is authorized by law to conduct coordinating and technical studies as may be required to guide the unified development of the area, eliminate duplication, and promote economy and efficiency through areawide planning. The Regional Transportation Council, comprised primarily of local elected officials, is the regional transportation policy body associated with the North Central Texas Council of Governments, and has been and continues to be a forum for cooperative decisions on transportation and is charged with the responsibility of preparing and maintaining the Metropolitan Transportation Plan and Transportation Improvement Program for the Dallas-Fort Worth Metropolitan Area in accordance with applicable federal regulations.
- 2.2 Companion Agreements:  
NCTCOG will enter into companion agreements with the cities identified in Attachment 1.

NCTCOG will also enter into a companion agreement with the Fort Worth Transportation Authority and Dallas Area Rapid Transit to provide Federal funds programmed by the Regional Transportation Council in exchange for Local funds provided by Cities listed in Attachment 1, including the City of Hurst.

**Article 3. OPERATIONS AND MAINTENANCE:**

- 3.1 Service Schedules:  
Service levels shall be determined by the Transportation Authorities.
- 3.2 Service Quality:  
The Transportation Authorities shall develop and establish the procedures to implement and ensure that the highest possible quality of service, consistent with the budget, is provided.
- 3.3 The City of Hurst may suggest or request changes or additions to the service schedules at any time, but such requests should be made during the formation of the annual TRE operating budget and should be addressed to the Vice President of Commuter Rail – Director TRE.

**Article 4. COST SHARING FOR CONTINUING OPERATIONS:**

- 4.1 General:  
The parties recognize that the commuter rail service contemplated under this Agreement will create ongoing costs for operation of the service and maintenance of the assets used in its provision, as well as other recurring expenses. Such costs include compensation of Trinity Railway Express staff employed or contracted by the Transportation Authorities.
- 4.2 The cities participating in this cost sharing process shall pay an agreed amount of local funds to support the exchange of federal funds for the operations outlined above.
- 4.3 The parties agree that the City of Hurst will contribute an annual share of the costs, as outlined in Attachment 1, for three years, subject to any amendments hereto.

Notwithstanding the foregoing, the parties herein also recognize that the continuation of any contract or agreement after the close of any given fiscal year of the City of Hurst shall be subject to City of Hurst Council approval.

- 4.4 The City of Hurst will make annual payments for three years as follows: FY2018, FY2019, and FY2020. Payment will be made on or around June 30 of each of the identified Fiscal Years. NCTCOG will provide an invoice to the City of Hurst at least 30 days prior to the scheduled payment due date.

The City of Hurst will not provide a payment for Fiscal Year 2017.

**Article 5. USE OF FUNDS:**

- 5.1 The Parties agree that NCTCOG may use the funds, contributed by the cities and any accrued interest, to leverage federal funds available to the region to implement regional air quality projects and other RTC initiatives.

**Article 6. TERM AND TERMINATION:**

- 6.1 Effective Date:  
The effective date of this Agreement shall be the date on which it is executed by the parties.
- 6.2 Term:  
This agreement shall be in effect until September 30, 2020, and may be renewed by written agreement of the parties.
- 6.3 Mutual Termination:  
The parties may terminate this Agreement by mutual agreement at any time.
- 6.4 New Transportation Authority:  
In the event any city identified on Attachment 1 joins an existing transportation authority or becomes or forms a new transportation authority with a dedicated source of funding for transit, the obligations under this Agreement for that city shall cease on the day the funding begins. The City's obligation under this agreement shall be transferred to the existing or new transportation authority.

**Article 7. MISCELLANEOUS PROVISIONS:**

- 7.1 Force Majeure:  
It is expressly understood and agreed by the parties to this Agreement that, if the performance of any provision of this Agreement is delayed by reason of war, civil commotion, act of terrorism, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed.
- 7.2 Contractual Relationship:  
It is specifically understood and agreed that the relationship described in this Agreement between the parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Nor shall any party be liable for any debts incurred by the other party in the conduct of such other party's business or functions.
- 7.3 Counterparts:  
This Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Agreement, so that in making proof of this

Agreement, it shall only be necessary to produce or account for one such counterpart.

7.4 Complete Agreement:

This Agreement embodies all of the agreements of the parties relating to its subject matter, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by all of the parties.

7.5 Captions:

The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.

7.6 Governing Law and Venue:

This Agreement and all agreements entered into in connection with the transactions contemplated by this Agreement are, and will be, executed and delivered, and are intended to be performed in the County of Dallas and the County of Tarrant, State of Texas, and the laws of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of litigation between the parties hereto, their successors or assigns, with regard to this Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in either Tarrant County or Dallas County, Texas.

7.7 Severability:

In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the parties.

7.8 Changed Circumstances:

If future federal, State, or local statute, ordinance, regulation, rule, or action render this Agreement, in whole or in part, illegal, invalid, unenforceable, or impractical, the parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable, and/or practical. Each section, paragraph, or provision of this Agreement shall be considered severable, and if, for any reason, any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.

7.9 Enforcement:

If any party initiates an action to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive from the other parties all reasonable and necessary costs and expenses, including reasonable attorneys' fees and costs incurred in connection with such action.

7.10 Survival:  
All of the terms, conditions, warranties, and representations contained in this Agreement shall survive, in accordance with their terms, and shall survive the execution hereof.

7.11 Incorporation of Exhibits and Schedules:  
All Exhibits and Schedules attached hereto are by this reference incorporated herein and made a part hereof for all purposes as if fully set forth herein.

7.12 Reference:  
The use of the words "hereof", "herein", "hereunder", and words similar import shall refer to this entire Agreement, and not to any particular section, subsection, clause, or paragraph of this Agreement, unless the context clearly indicates otherwise.

7.13 Further Assurances:  
Each party agrees to perform any further acts and to sign and deliver any further documents which may be reasonably necessary to carry out the provision of this Agreement.

7.14 Notice:  
Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the consent, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the address(es) shown below:

If to NCTCOG:           North Central Texas Council of Governments  
                                  Attn: Michael Morris, P.E.  
                                  Director of Transportation  
                                  PO Box 5888  
                                  Arlington, Texas 76005-5888

If to the:                 City of Hurst  
                                  Attn: Clay Caruthers  
                                  City Manager  
                                  1505 Precinct Line Road  
                                  Hurst, Texas 76054

7.15 Indemnification:  
To the extent allowed by Texas law, the City of Hurst covenants and agrees to indemnify and hold harmless and defend and do hereby indemnify, hold harmless, and defend NCTCOG, from and against negligence claims or lawsuits for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the City of Hurst, their officers, employees, and contractors, related to the performance of this agreement.

To the extent allowed by Texas law, NCTCOG covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless, and defend the City of Hurst, their officers, employees, and contractors, from and against claims or lawsuits for damages arising out of the performance of this

agreement as a result of any negligent act or omission on the part of the NCTCOG, their officers, and employees.

**IN WITNESS HEREOF**, the parties hereto have executed this Agreement in duplicate original on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF HURST**

**NORTH CENTRAL TEXAS  
COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
Clay Caruthers, City Manager

\_\_\_\_\_  
R. Michael Eastland,  
Executive Director

ATTACHMENT 1

ANNUAL COST SHARING ALLOCATION (FY 2017-2020)\*

|               |           |
|---------------|-----------|
| Arlington     | \$202,841 |
| Bedford       | \$50,175  |
| Colleyville   | \$8,190   |
| Eules         | \$117,110 |
| Grand Prairie | \$87,412  |
| Haltom City   | \$12,331  |
| Hurst         | \$90,456  |

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TOTAL \$568,515

\* The annual cost sharing allocation is based on the lesser share of three different survey results.

City Council Staff Report

SUBJECT: Consider entering into a Contract with Ed's Electric Service for Citywide Electrical Services

Supporting Documents:

Meeting Date: 7/10/2018  
 Department: Community Services  
 Reviewed by: Allan Heindel  
 City Manager Review:

Background/Analysis:

The City has had continued success with annual maintenance contracts for mowing, irrigation, painting services, custodial services, and electrical services. The electrical services contract allows the City to utilize a qualified, licensed electrical company that possesses the experience and equipment necessary to provide electrical maintenance and repair to all City facilities. In addition, it alleviates the City from costly, dangerous, and labor-intensive work, while allowing a private sector company to supply this particular service in a more efficient manner and on an as needed basis. The contract also allows other City departments to utilize the electrical company for required maintenance and repair to traffic signals, well sites, athletic fields, special events, etc.

The City of Grand Prairie developed a set of specifications and bid documents for electrical maintenance and repair for all their City facilities, which also meets all of the City of Hurst specifications. The City of Hurst participates in an Interlocal Purchasing Agreement with the City of Grand Prairie and would like to utilize their existing contract, with Ed's Electric, for citywide electrical services. Ed's Electric has a twenty-year working relationship with the City and has a reputation for quality and timely workmanship.

Funding Sources and Community Sustainability:

Various City departments will utilize this contract for services depending upon their service requirement for the various sites. Based on past trends, the service will cost approximately \$55,000 annually, and funds are available in the FY 2017-18 operating budget.

In an effort to remain a vibrant community this contract addresses the City Council's Strategic Priorities for Redevelopment and Infrastructure by maintaining and improving the City's parks and facilities

Recommendation:

It is recommended that the City Council authorize the city manager to enter into an annual Contract with Ed's Electric Service for citywide electrical services, with an option to renew for two additional twelve month periods.

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into an Interlocal Assistance Agreement for fire and explosion investigations

Supporting Documents:

Interlocal Assistance Agreement for fire and explosion investigations

Meeting Date: 7/10/2018  
 Department: Fire Department  
 Reviewed by: Brent Craft  
 City Manager Review:

Background/Analysis:

The Interlocal Assistance Agreement establishes investigative resources to conduct the origin and cause investigation of a fire or explosion and perform any latent criminal investigations resulting from said fire or explosion incident. The Tarrant County Fire Marshal shall be the Coordinator of the investigative Task Force created by the agreement and that office shall be the central repository. When a fire or explosion occurs and the need arises for cause and origin investigation assistance, the agreement when signed into effect will allow authorized agencies to be placed on a "Member's Agency List," which will constitute the man-power pool of Arson Task Force members. The request for assistance does not obligate that party to respond if resources are not available.

The investigation assistance provided by the Tarrant County Arson Task Force, affords resources, not otherwise available to the City of Hurst, in order to fulfill Fire Department obligated investigative duties.

Funding Sources and Community Sustainability:

There is no fiscal impact.

Recommendation:

Staff recommends the City Council authorize the city manager to enter into an Interlocal Assistance Agreement for fire and explosion investigations.

**THE STATE OF TEXAS}**

**COUNTY OF TARRANT}**

**INTERLOCAL ASSISTANCE AGREEMENT FOR  
FIRE AND EXPLOSION INVESTIGATIONS**

This agreement is entered into by and between the city, county or other governmental agency that is signatory to this agreement, all being either municipal corporations, county government, or some other political subdivision chartered or established by the Constitution of the State of Texas, hereinafter referred to as “member agencies” or “party”, and each acting through their duly authorized elected representatives.

This agreement supersedes and shall be controlling over all other interlocal agreements for fire, arson or explosion investigation between any of the member agencies, and all other such agreements are specifically repealed in whole.

**WITNESSETH**

**WHEREAS**, the governing officials of the member agencies and political subdivisions of the State of Texas, desire to secure for each member agency or political subdivision the benefits of mutual aid in the protection of life and property from fire or explosion by entering into this interlocal agreement for establishing investigative resources to conduct the origin and cause investigation of a fire or explosion and perform any latent criminal investigations resulting from said fire or explosion incident.

**WHEREAS**, there is a need for investigative cooperation for suspected arson cases in Tarrant County and the surrounding Counties; and

**WHEREAS**, the parties hereto have determined that the best possible method for attacking the crime of arson within Tarrant County and the agencies within the surrounding Counties, as undersigned hereto, is an agreement establishing such cooperation; and

**WHEREAS**, the parties desire to enter into this agreement to provide investigative cooperation in connection with arson or suspected arson cases; and

**WHEREAS**, each participating agency is authorized to perform the services contemplated for it herein;

**NOW, THEREFORE**, the parties do hereby agree as follows:

1. The Parties hereto execute this agreement for the purpose of providing fire and arson investigation and prosecutorial capabilities to each other as the need arises.
2. The Tarrant County Fire Marshal shall be the Coordinator of the investigative task force created by this agreement and his office shall be the central repository for the documents executing such agreements.
3. Any request for investigative assistance by one party to another party under the terms of this agreement does not obligate that party to respond if resources are not available. The availability of any officer to respond to a request for assistance shall be determined by the party responding to the request.
4. When requested by a party, any other party to this agreement shall provide available members of its arson investigation unit to assist in the origin and cause investigation of a fire or explosive incident and provide such other investigative assistance that is necessary for the prosecution of any criminal activity associated with the incident. While engaged in such activities, employees of the responding party shall be under the direction and supervision of the requesting party's officer in charge of the investigation process. However, if a member of a responding party is requested to perform a task that is in conflict with the responding party's internal policies, the responding party retains the right to advise the officer in charge that the task cannot be completed. If agreement cannot be reached on the issue, the responding party has the option of leaving the scene. Each party to this Agreement shall at all times be and remain legally responsible for the conduct of their respective fire department employees regardless of whether such employees were performing duties under this Agreement at the request of the requesting party and regardless of whether such employees were acting under the authority, direction, suggestion or orders of an officer of the requesting party. This assignment of civil liability is specifically permitted by section 791.006(a-1) of the Texas Government Code ("Code") and is intended to be different than the liability otherwise assigned under section 791.006(a) of the Code. Each party hereby waives all claims against the other Party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of the Agreement.
5. While performing tasks under this agreement, employees of the responding party shall be vested with all fire and/or arson investigative and/or police powers of the requesting party's officer-in-charge.
6. In performing its duties under this agreement, each party will comply with all necessary Federal, State, and local laws, rules and regulations, including those relating to the disposal of property acquired from grant funds.
7. The party that regularly employs the investigative officer shall be responsible for all salary, disability and pension payments, injury or death benefits, workers compensation benefits, damages to equipment and clothing of the officer while he or she is involved in activities pursuant to this agreement, the same as though the services had been rendered

within the limits of the jurisdiction wherein he or she is regularly employed The requesting Party shall have no obligation to reimburse the responding Party for such cost.

8. In the event that any person performing services pursuant to this Agreement shall be cited as a party to any civil lawsuit, State or Federal, arising out of performance of those services, he or she shall be entitled to the same benefits that he or she would be entitled to receive if such civil action had arisen out of performance of duties as a member of the department or agency where he or she is regularly employed and in the jurisdiction of the party by which he or she is regularly employed.

9. Each party waives all claims against the other party for compensation for any loss, property damage, personal injury or death occurring as a consequence of the performance of this Agreement.

Neither member party shall be reimbursed by the other for costs incurred pursuant to this Agreement, with the exception of supplies and consumable items.

10. It is expressly understood that when an employee or volunteer of the responding member agency is performing duties under the terms of this agreement, that the person is considered to be acting in the line of duty for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties within the provisions of Chapter 615, Texas Government Code and Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury or death, or loss which occurs while in the line of duty.

11. A party to this agreement may withdraw from it only after providing not less than ninety (90) days written notice of same to the Tarrant County Fire Marshal who is acting as the central repository of all agreements between member agencies.

12. This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

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

14. This agreement when signed into effect by the elected official of each member agency will authorize that agency to be placed on "Member's Agency List", which will hereafter be known as Exhibit "A" and will constitute a listing of agencies whose fire and arson investigative personnel will constitute the man-power pool of Arson Task Force

Members who are in compliance with by-laws of the Tarrant County Fire and Arson Investigators Association.

15. This Agreement shall become effective between the Parties hereto on the day after it is fully executed and shall continue in effect for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term thereafter unless and until such time as the governing body of a Party terminates its participation prior to the date of automatic renewal or as prescribed in Section 1 of this Agreement.

ATTEST:

APPROVED:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

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

APPROVED AS TO FORM:

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

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into an Agreement with Tarrant County for Mutual Aid Services

Supporting Documents:

Tarrant County Fire Chief's Association's Mutual Aid Agreement

Meeting Date: 7/10/2018  
Department: Fire Department  
Reviewed by: David Palla  
City Manager Review:

Background/Analysis:

The Tarrant County Fire Chief's Association's Mutual Aid Agreement addresses changes to meet state and federal requirements and has been requested by Tarrant County (Fire Marshal's Office). It addresses several items including designating the responsible party for employees (the City they are employed), the work period (up to twelve hours) and defines the process for billing and payment. The Agreement requires the City of Hurst to respond to requesting agencies. The ability to request mutual aid is important and clearly defining the responsibilities of each party allows for accurate billing and payment, if such were necessary due to the magnitude and duration of an event.

Funding Sources and Community Sustainability:

There is no fiscal impact.

The agreement meets Council's goals of Sustainability and Customer Service by providing responsive services, even when City Services are expended, by partnering with other agencies.

Recommendation:

Staff recommends the City Council authorize the city manager to enter into an Agreement with Tarrant County for Mutual Aid Services.

The State Of Texas

County of Tarrant

**Agreement for Mutual Aid in Fire Protection  
And  
Emergency Medical Services**

This Agreement is entered into by and between the agencies signatory to this agreement, hereinafter referred to as "Member Local Entity," "Parties," or "Party."

W I T N E S S E T H

WHEREAS, the governing body of the Member Local Entities, organized under the general laws of the State of Texas, desire to secure for each Member Local Entity the benefits of mutual aid in the protection of life and property from fire and in firefighting and emergency medical services; and

WHEREAS, this Agreement is entered into pursuant to Chapter 791 of the Texas Government Code;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1.

The following terms shall have the following meanings when used in this Agreement:

- (A) For purposes of this contract, "Member Local Entity" means a:
  - (1) county, municipality, special district, or other political subdivision of this state or a state that borders this state; or
  - (2) volunteer fire department constituted under state law.
  
- (B) For purposes of this contract, "mutual aid" refers to reciprocal assistance by emergency services under a prearranged plan.

2.

That upon request by the Fire Chief or his/her designee or by the fire alarm operator of one Member Local Entity to the fire department of the other Member Local entity, available fire department equipment and personnel will be dispatched in aid of the requesting Member Local Entity to any point within a reasonable distance of the

jurisdictional limits of the responding Local Entity, subject to the conditions hereinafter stated.

The Fire Chief of each Member Local Entity shall designate what constitutes a reasonable travel distance outside the jurisdictional limits of the Local Entity.

It is hereby declared and agreed that an emergency condition shall exist within the corporate limits of a requesting Member Local Entity when one or more emergencies are in progress. When such an emergency exists, upon request of the Fire Chief, or his/her designee, or by the fire alarm operator of a Member Local Entity in which the emergency condition exists (the "requesting Local Entity") to the fire department of another Member Local Entity (the "responding Local Entity"), the Fire Chief or designee of the responding Local Entity will dispatch such fire department equipment and personnel to the aid of the requesting Local Entity as he/she deems advisable subject to the conditions hereinafter set out.

3.

Any dispatch of fire department equipment and personnel pursuant to this Agreement is subject to the following conditions:

- A. It is expressly understood and agreed that before responding in accordance with this Agreement that each Member Local Entity will have an ordinance, resolution, rule, or order adopted before the effective date of this Agreement which sets out the standard of care for emergency action which substantially states the following: "Every officer, agent or employee of the Member Local Entity and every officer, agent or employee of an authorized provider of emergency services, including, but not limited to every unit of government or subdivision thereof, while responding to emergency calls or reacting to emergency situations, regardless of whether any declaration of emergency has been declared or proclaimed by a unit of government or subdivision thereof, is hereby authorized to act or not to act in such a manner to effectively deal with the emergency. An action or inaction is 'effective' if it in any way contributes or can reasonably be thought by the provider of such emergency service to contribute to preserving any lives or property. This Section shall prevail over every other ordinance, resolution, rule, or order of the Member Local Entity and, to the extent to which the Member Local Entity has the authority to so authorize, over any other law establishing a standard of care in conflict with this section. Neither the Member Local Entity nor the employee, agent or officer thereof, or other unit of government or subdivision thereof or its employees, agents or officers shall be liable for failure to use ordinary care in such emergency. It is the intent of the Member Local Entity, by passing this ordinance, resolution, rule, or order to assure effective action in emergency situations by those entrusted with the responsibility of saving lives and property by protecting such government units from liability, and their employees, agents and offices from nonintentional tort liability to the fullest extent permitted by statutory and constitutional law, this ordinance, resolution,

rule or order shall be liberally construed to carry out the intent of the Member Local Entity.”

- B. Any request for assistance under this Agreement shall specify the amount and type(s) of fire department equipment needed, the MAPSCO location, and the street address to which the equipment and personnel are to be dispatched.

Upon a request for mutual aid assistance by a Member Local Entity, under the terms of this agreement, the typical response set for personnel and equipment would be as follows: one unit of firefighting apparatus, pumper (engine) or aerial (ladder), with a minimum of three personnel, or a brush truck or water supply vehicle with a minimum of two personnel, or an ambulance with a minimum of two personnel. However, variances to the typical response set for personnel may be agreed upon at the time of the mutual aid request. The Fire Chief of the responding Local Entity or his/her designee may dispatch additional equipment and personnel.

Responding personnel must meet the minimum firefighting standards as established by their jurisdiction or by the Texas Commission on Fire Protection whichever is applicable.

Texas Department of Health certified personnel (Emergency Care Attendant, Emergency Medical Technician, and Paramedic) may provide emergency medical services to the degree allowed by their certification and Medical Control.

Supervisory personnel, support equipment and personnel, or additional fire department equipment and personnel may also be dispatched to the Member Local Entity by direction of the Fire Chief of the responding Local Entity or his/her designee.

- C. The requesting Local Entity must have a command system in place and an incident commander in charge of the incident.
- D. The senior fire representative from the responding Local Entity shall report to and be under the direction of the requesting Local Entity Incident Commander, and will direct the utilization of his/her resources to assist in mitigating the emergency in accordance with accepted procedures.

However, if a member of a responding Local Entity is requested to perform a task that is in conflict with the responding Local Entity's internal policies, the responding Local Entity retains the right to advise the officer in charge that the task cannot be completed. If agreement cannot be reached on the issue, the responding Local Entity has the option of leaving the scene. Each Party to this Agreement shall at all times be and remain legally responsible for the conduct of their respective fire department employees regardless of whether such employees were performing duties under this Agreement at the request of the requesting

Local Entity and regardless of whether such employees were acting under the authority, direction, suggestion or orders of an officer of the requesting Local Entity. This assignment of civil liability is specifically permitted by section 791.006(a-1) of the Texas Government Code (“Code”) and is intended to be different than the liability otherwise assigned under section 791.1006 (a) of the Code. Each Party hereby waives all claims against the other Party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of the Agreement.

- E. Fire department equipment and personnel from the responding Local Entity shall be released by the Incident Commander as soon as they are no longer needed or when their services are needed within their normal fire protection area.
- F. In areas where common Member Local Entity jurisdictional lines exist, accurate determination of jurisdiction may not be possible upon receipt of an alarm. In these cases, the Local Entity receiving the alarm will dispatch its fire department equipment and personnel and notify the other affected Local Entity of the alarm. If the emergency is not within the jurisdictional limits of the responding Local Entity, it is agreed that the services provided will be considered to have been provided pursuant to this Agreement.

4.

Each Local Entity waives all claims against the other Local Entity for compensation for any loss, property damage, personal injury or death occurring as a consequence of the performance of this Agreement.

Neither Member Local Entity shall be reimbursed by the other for costs incurred pursuant to this Agreement, with the exception of supplies and consumable items.

5.

All equipment used by the responding fire department in carrying out this agreement will, at the time of action hereunder, be owned by it; and personnel who perform duties pursuant to this agreement shall receive the same payment, salary, pension, injury or death benefits, workers’ compensation benefits, payment of expenses, and all other compensation and rights for the performance of those duties, as they would have received for their regular duties in the service of the Member Local Entity which they serve. Each Member Local Entity shall be solely responsible for the payment of its costs associated with providing fire department equipment and personnel under this Agreement for up to twelve (12) consecutive hours of a Mutual Aid.

Thereafter, upon receipt of an invoice, all costs associated with the provision of Mutual Aid lasting more than twelve consecutive hours shall be paid by the responding Local Entity and reimbursed by the requesting Local Entity, to the extent permitted by

law. Such costs include, but are not limited to: compensation for personnel; operation and maintenance of equipment; damage to equipment; and food, lodging and transportation expenses. Formulary to assist cost determination will be based on the most current FEMA reimbursement schedules set by the Stafford Act and chapter 418 of the Texas Government Code.

- (1) Requests for reimbursement must be submitted as soon as practicable but no later than sixty days after the return of all personnel deployed under this Agreement. Failure to submit a request for reimbursement within the specified time frame will result in the responding Local Entity not being reimbursed for the Mutual Aid provided unless the requesting Local Entity extends the deadline for filing requests for reimbursement or the Federal or State Government extends the deadline for filing request for reimbursement. Such requests shall specifically identify all personnel, equipment, and resources provided; dates of issuance or duration of deployment, and the unit cost and total costs associated with each.
- (2) The responding Local Entity shall be responsible for creating and maintaining a record of all costs incurred, both reimbursed and unreimbursed costs, in providing Mutual Aid under this Agreement. The record shall be kept for a period of three years from the date the incident is closed.
- (3) In the event federal or state funds are available for costs associated with the provision of Mutual Aid, the Parties agree that the requesting Local Entity shall make the claim for the eligible costs of the responding Local Entity on its subgrant application and will disburse the federal or state share of funds to the responding Local Entity.
- (4) Reimbursement under this Section will be made by the requesting Local Entity no later than: (1) one-hundred eighty days after receipt of the request for reimbursement; or (2) ninety days after the requesting Local Entity receives reimbursement from the federal or state government, whichever is sooner.

6.

It is expressly understood that when an employee or volunteer of the responding Local Entity is performing duties under the terms of this agreement, that person is considered to be acting in the line of duty for the purposes of 34 U.S.C.A 10281; is considered to be in performance of duties within the provisions of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death, or loss which occurs while in the line of duty.

7.

It is further understood and agreed that, in the execution of this Agreement and contract, neither Member Local Entity waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

8.

This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

9.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

10.

Each Member Local Entity may terminate this Agreement upon thirty (30) days' written notice to the other Member Local Entity.

11.

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

12.

This Agreement contains all commitments and agreements of the Member Local Entities regarding mutual fire protection and emergency medical service assistance, and no other prior oral or written commitments shall have any force or effect.

13.

This Agreement shall become effective between the Parties hereto on the day after it is fully executed and shall continue in effect for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term thereafter unless and until such time as the governing body of a Party terminates its participation prior to the date of automatic renewal or as prescribed in Section 10 of this Agreement.

14.

This Agreement may be amended or modified by the mutual agreement of the Parties hereto, in writing, to be attached to and incorporated into this Agreement.

15.

The undersigned Member Local Entities agree and certify they have complied with one of the following provisions of this section based on if they are a Governmental Entity or Volunteer Fire Department:

1. The Parties claiming to be exempt from the Form 1295 requirement acknowledge that they are governmental entities and not business entities as those terms are defined in Tex. Gov't Code 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 are required.
2. The Volunteer Fire Department acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit A, with the Texas Ethics Commission as required by law.

16.

This Agreement shall be executed by the duly authorized official(s) of the Party as expressed in the approving ordinance, resolution, rule or order of the governing body of such Party, a copy of which is attached hereto.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Local Entity

\_\_\_\_\_  
Name of Local Entity

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_

# Exhibit A

## Tarrant County Fire Chief's Association's Mutual Aid Agreement

| Agency                    | Date     |
|---------------------------|----------|
| 1. City of Richland Hills | 04-09-18 |
| 2. City of Keller         | 04-25-18 |
| 3. Lockheed Martin        | 05-03-18 |
| 4. City Lake Worth        | 05-08-18 |
| 5. City of Watauga        | 06-06-18 |
| 6. City of Samson Park    | 06-07-18 |
| 7. Town of Westlake       | 06-18-18 |
| 8. City of Blue Mound     | 06-18-18 |

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into an Engineering Services Contract with Deltatek Engineering for design of the Precinct Line Road Elevated Storage Tank Chemical Feed and Monitoring System Improvements

Supporting Documents:

Engineering Services Contract

Meeting Date: 7/10/2018  
 Department: Public Works  
 Reviewed by: Greg Dickens  
 City Manager Review:

Background/Analysis:

This project will consist of installing a control system at the base of the tank that will automatically sense the chlorine residual in the Precinct Line Road Elevated Storage Tank and appropriately dose the water through an automated chemical feed system to increase the chloramine level in the tank. This will maintain a minimum residual chlorine level where there has been low readings numerous time in the past. This also will mitigate any nitrification from taking place, which can be an expensive situation to rectify. When low chlorine residual readings occur, staff has to try and cycle the water out of the elevated storage tank in order to get fresher water with some chlorine residual into the tank. Sometimes fire hydrants near the tank are flushed in order to pull the fresher water into the tank area. This is controlled water loss to the City's system, but is also lost revenue. With the installation of the automated sensor and chemical feed system, water loss due to low residuals will be minimized. The estimated construction cost for this proposed system is \$265,100.

Staff is proposing this project move forward now due to several factors that are listed below.

1. Less water is being used per customer due to conservation efforts spearheaded by the state government which increases the aging of water in the tank.
2. Cost of wholesale water from the City of Fort Worth continues to rise each year and it is becoming costlier to flush fire hydrants near the tank to pull in fresher water with a higher chlorine residual.
3. The tank is designed with one standpipe for the water to enter and exit. This is fairly standard with older tank design, but adds to the complexity of changing out the water in the tank on a regular basis.

Deltatek Engineering has worked successfully with the City of Hurst staff on several projects in the past and is capable of providing the design services and contract administration needed on this project. Their proposed engineering fee is not to exceed \$38,500.

Funding Sources and Community Sustainability:

Public Works staff prioritized this project and sufficient funding of \$350,000 exists in this year's operational maintenance budget for the engineering services costs and the estimated construction cost. This engineering contract meets Council's goals of Customer Service in striving to improve upon providing a safe, high quality product to our water customers.

Recommendation:

City staff recommends City Council authorize the city manager to enter into a Contract with Deltatek Engineering for the design of the Precinct Line Road Elevated Storage Tank Chemical Feed and Monitoring System Improvements, in an amount not to exceed \$38,500.

THE STATE OF TEXAS '
COUNTY OF TARRANT '

ENGINEERING SERVICES CONTRACT
[North Precinct Line Rd 1.0 MG EST Chemical Feed System]

City of Hurst Project No. 6818-202

THIS CONTRACT, By and between the CITY OF HURST, a municipal corporation located in Tarrant County, Texas, hereinafter called "City", and Deltatek Engineering, a corporation authorized to do business in the State of Texas, hereinafter called "Engineer", evidences the following:

WHEREAS, City desires the professional engineering services for

Detailed design of chemical feed system and water chlorine residual monitoring system at the North Precinct Road 1.0 MG Elevated Storage Tank (EST) facility.

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

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

Section 1. EMPLOYMENT OF THE PROFESSIONAL

Professional agrees to perform professional services in connection with the Project as set forth in the following sections of this Contract, and City agrees to pay, and Professional agrees to accept fees as set forth in the following sections as full and final compensation for all services provided under this Contract.

Section 2. CONTRACT ADMINISTRATION

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

Section 3. ENGINEER'S SERVICES

The Engineer agrees to render services necessary for the development of the Project as outlined on Exhibits A and B.

**Section 4. PAYMENT FOR SERVICES**

- A. Payment for services under Section 3 above will be lump sum, invoiced monthly based on percent complete.
- B. Engineer shall submit itemized monthly statements for Services rendered. City shall make payments in the amount shown by the Engineer's monthly statements and other documentation submitted, and no interest shall ever be due on late payments.
- C. Payments for expenses, costs, and services, in **Design Phase Task 1.01**, described in Section 3 above, shall not exceed \$4,830.
- D. Payments for expenses, costs, and services, in **Design Phase Task 1.02 – 1.04**, described in Section 3 above, shall not exceed \$23,670.
- E. Payments for expenses, costs, and services, in **Construction Administration Phase Tasks 2.01 – 2.02**, described in Section 3 above, shall not exceed \$10,000.
- F. Total project payments for Design Phase and Construction Administration Phase, described in Section 3 above, shall not exceed \$38,500.
- G. Nothing contained in this contract shall require the City to pay for any work which is unsatisfactory as reasonably determined by the Director or which is not submitted in compliance with the terms of this Contract. City shall not be required to make any payments to the Engineer when the Engineer is in default under this Contract; nor shall this paragraph constitute a waiver of any right, at law or in equity, which City may have if the Engineer is in default, including the right to bring legal action for damages or for specific performance of this Contract, nor shall it constitute a waiver of any right, at law or in equity, which Engineer may have to bring legal action for payment when Engineer believes it was not under such default and is owed fees under the terms of this agreement.

**Section 5. OWNERSHIP OF DOCUMENTS**

All information and other data given to, prepared, or assembled by Engineer under this Contract, and other related items shall become the sole property of City and shall be delivered to City, without restriction on future use. Engineer may make copies of any and all documents and items for its files. A set of mylar reproducible plans shall be filed with the City prior to final payment. Engineer shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone subsequent to the completion of the Project.

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

**Section 6. SERVICES BY CITY**

City shall provide the following services under this Contract:

- A. Provide available criteria and information to the Engineer as City's requirements for the Project.
- B. Provide sample drawings to use as guidelines.
- C. Provide all available City of Hurst drawings, maps, and notes relating to existing public facilities within the limits of the Project.

**Section 7. COMPLETION SCHEDULE**

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

As detailed in Exhibit A.

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

**Section 8. NOTICE TO PROCEED**

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

**Section 9. TERMINATION OF CONTRACT**

City may indefinitely suspend further work hereunder or terminate this Contract or any phase of this Contract upon thirty (30) days prior written notice to the Engineer with the understanding that immediately upon the receipt of such notice all work and labor being performed under this Contract shall cease immediately. Before the end of the thirty (30) day period, Engineer shall invoice the City for all work accomplished by him prior to the receipt of such notice. No amount shall be due for lost or anticipated profits. All plans, field surveys, and other data related to the Project shall become property of City upon termination of the Contract and shall be promptly delivered to City in a reasonably organized form without restriction on future use except as stated in Section 5. Should City subsequently contract with a new consultant for continuation of services on the Project, Engineer shall cooperate in providing information.

**Section 10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

Approval by City shall not constitute nor be deemed a release of the responsibility and liability of the Engineer, its employees, associates, agents, and consultants for the accuracy and competency of their designs or other work; nor shall approval be deemed to be an

assumption of such responsibility by City for any errors or omissions in the design or other work prepared by the Engineer, its employees, subcontractor, agents and consultants.

**Section 11. EQUAL EMPLOYMENT OPPORTUNITY**

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

**Section 12. AMENDMENTS**

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

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

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

**Section 14. RIGHT OF REVIEW**

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

**Section 15. CONFLICT OF INTEREST**

No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee

guilty thereof shall thereby forfeit his office or position with the City. Any violation of this section with knowledge, expressed or implied, of the person or corporation contracting with the City shall render the Contract involved voidable by the City Manager or the City Council.

**Section 16. CONTRACT PERSONAL**

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

**Section 17. NOTICES**

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

**If intended for Hurst, to:**

Gregory W. Dickens  
**Contact Person**

Executive Director of Public Works  
**Title**

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

**If intended for Engineer, to:**

Bahram Niknam  
**Contact Person**

Principal  
**Title**

Deltatek Engineering  
**Firm Name**

2211 Texas Drive  
**Address**

Irving, Texas 75062  
**City, State, Zip Code**

214-232-5040  
**Telephone No.**

**Section 18. INDEPENDENT CONTRACTOR**

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

**Section 19. INDEMNITY**

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

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

**Section 20. INSURANCE**

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

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

**Section 21. VENUE**

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

**Section 22. APPLICABLE LAWS**

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

**Section 23. GOVERNING LAWS**

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

**Section 24. LEGAL CONSTRUCTION**

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

**Section 25. PUBLISHED MATERIAL**

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

**Section 26. CAPTIONS**

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

**Section 27. SUCCESSORS AND ASSIGNS**

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

**Section 28. ENTIRE AGREEMENT**

This Contract (page 1 thru 8, Exhibits A and B) embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract, and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Contract.

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

Deltatek Engineering

**CITY OF HURST**

**Firm Name**

**Signature**

**City Manager**

**Title**

**Executive Director of Public Works**

2211 Texas Drive

**APPROVED AS TO FORM:**

**Address**

Irving, Texas 75062

**City Attorney**

**City, State, Zip Code**



August 2, 2017  
(Revised 5/24/18)  
(Revised 6/19/18)

Mr. Mark Overcash  
Director of Utilities  
City of Hurst  
2001 Precinct Line Road  
Hurst, Texas 76054

Reference: Water Quality Improvements at N. Precinct Line Rd 1.0 MG EST  
SCADA System Improvements  
Engineering Services Proposal & Opinion of Probable Cost  
City of Hurst

Dear Mr. Overcash:

In response to your request and subsequent site meetings, Deltatek Engineering is pleased to provide you this proposal for providing Engineering plans and specifications for the installation of new chemical feed and monitoring systems at the North Precinct 1.0 MG Single Pedestal Steel Fluted Column. The task will include replacement of the existing Remote Terminal Unit (RTU). The Opinion of Probable Cost Breakdown shows the costs associated with performing these improvements via construction contract.

## SCOPE OF WORK

### North Precinct 1.0 MG EST Chemical Feed System

Deltatek Engineering will review the current operational concerns with emphasis on boosting chemical residuals entering this facility. Deltatek shall include a brief Technical Report as a part of Design Phase to address the following:

- Site review and assessment
- Review current operational concerns regarding disinfectant
- Address disinfectant deficiencies and controls
- Replace the existing outdated RTU with a new RTU with sufficient I/Os for remote automation

Plans and specifications will be developed for the addition of chemical feed system (LAS and Sodium hypochlorite). The chemical feed shall be Residual Control System (RCS) operated through the new SCADA. All chemical feed/storage will be housed inside the tank pedestal.

2211 Texas Drive, Irving, Texas 75062  
Firm Registration Number F-4419  
(214) 232-5040  
Email: [bahram.deltatekeng@gmail.com](mailto:bahram.deltatekeng@gmail.com)





Project Schedule:

|                                 |                        |
|---------------------------------|------------------------|
| Preliminary Design              | 25 days                |
| City Review                     | 10 days                |
| Final Design                    | 10 days                |
| Bid Phase                       | 30 days                |
| Document Execution              | 30 days                |
| Construction (Begins 11/1/2018) | 95 days                |
| <b><u>Total Time</u></b>        | <b><u>200 days</u></b> |

Should you have any questions, please call me at (214) 232-5040 or email [bahram.deltatekeng@gmail.com](mailto:bahram.deltatekeng@gmail.com).

Sincerely,  
DELTA TEK ENGINEERING

Bahram Niknam, P.E.

Revised 5/24/18

Revised 6/19/18

2211 Texas Drive, Irving, Texas 75062  
Firm Registration Number F-4419  
(214) 232-5040  
Email: [bahram.deltatekeng@gmail.com](mailto:bahram.deltatekeng@gmail.com)

**SCOPE OF SERVICES**  
North Precinct 1.0 MG EST Chemical Feed System  
City of Hurst, Texas  
June 19, 2018

**PROJECT SITE DESCRIPTION**

The project includes providing engineering services for the installation of new chemical feed and monitoring systems and upgrade of SCADA RTU at the North Precinct 1.0 MG Elevated Storage Facility. Deltatek Engineering shall prepare plans and specifications (contract documents) and provide periodic contract observation services of during construction.

**Part 1.0 – Design Phase**

- Task 1.01 Deltatek Engineering shall conduct a site and facility assessment to facilitate the equipment installation placement. Prepare Technical Report outlining our understanding of the operational issues at the storage facility to be addressed. Report to include a description of the proposed system improvements to be installed.
- Task 1.02 Develop plans and specifications in accordance with the Technical Report and on-site facility evaluation and chemical feed demands of the referenced storage facility. Prepare a submittal of plans and specifications for TCEQ submittal and approval.
- Task 1.03 Estimate of Probable Cost of Construction: After completing final plans and specifications, Deltatek will provide an opinion of probable cost for the project in accordance with final documents.
- Task 1.04 Production of Advertising Documents: At the conclusion of the design, Deltatek will provide the City five (5) bound sets of advertising documents (drawings and specifications) for internal use and display to prospective bidders. The plans prepared for bid documents to be folded 11"x17" sheets. Deltatek Engineering will distribute Renovation Documents as requested by prospective bidders and maintain an up-to-date plan holders list. A notice to bidders will be issued to potential bidders and advertising agencies such as Dodge Report and North Texas Construction Record (NTXCR).

**Part 2.0 - Project Construction Administration**

- Task 2.01 Deltatek Engineering shall assist the City of Hurst in project advertisement during bidding. Deltatek will provide response to questions during the bidding phase. Deltatek shall attend any pre-bid conference and prepare addendum (s), if required, during advertisement.
- A. Deltatek will review bids for conformance to the bid documents and provide recommendations for award.
- Task 2.02 Quality Assurance Observation: Deltatek Engineering shall provide an on-site Field Technician (as required by project activities and not a full time resident) to perform observation of the work in progress to assist in determining that the project is proceeding in accordance with the contract documents and that the completed work will conform to the contract requirements. Deltatek will not assume responsibility for contractor's performance nor on time completion of this project.
- A. Construction services to include the following items:
1. Provide an on-site field representative to review equipment installation, piping installation, tank coating repairs and miscellaneous improvements.
  2. Review and comment on shop drawings, equipment diagrams, material samples, test results, and other data that the contractor submits as required by the contract documents.
  3. Furnish the City record copies of shop drawings for their files.
  4. Review the progress payment requests, submit payment recommendations, and assist in the preparation of change orders to the contract documents.
  5. Conduct a final walk-through jointly with representatives of the City and prepare a final punch-list for close-out of the contract.
  6. Provide electronic version of "As-Constructed" drawings.

2.03 Projected Schedule:

| <b>Tasks</b>                         | <b>Schedule</b>  |
|--------------------------------------|------------------|
| Preliminary Plans and Specifications | 25 days          |
| Final Plans and Specifications       | 10 days          |
| Review                               | 10 days          |
| Advertisement                        | 30 days          |
| Award                                | 30 days          |
| Work Complete                        | 95 days          |
| <b>Total</b>                         | <b>200 days*</b> |

\* subject to TCEQ review and approval timetable (typical review,30-40 days)

**NORTH PRECINCT ELEVATED STORAGE FACILITY**

**DESIGN PHASE**

**Task 1.01**

|                                       |    |       |       |     |   |                   |
|---------------------------------------|----|-------|-------|-----|---|-------------------|
| Senior Engineer                       | 8  | hrs @ | \$185 | /hr | = | \$1,480.00        |
| Engineer P.E.                         | 12 | hrs @ | \$165 | /hr | = | \$1,980.00        |
| Technician                            | 8  | hrs @ | \$80  | /hr | = | \$640.00          |
| CAD Drafting                          | 4  | hrs @ | \$70  | /hr | = | \$280.00          |
| Clerical/Admin                        | 0  | hrs @ | \$50  | /hr | = | \$0.00            |
| Misc. Expenses: Reproduction & Travel |    |       |       |     |   | \$450.00          |
| <b>Sub-Total</b>                      |    |       |       |     |   | <b>\$4,830.00</b> |

**Task 1.02**

|                              |    |       |       |     |   |                    |
|------------------------------|----|-------|-------|-----|---|--------------------|
| Senior Engineer              | 24 | hrs @ | \$185 | /hr | = | \$4,440.00         |
| Engineer P.E.                | 40 | hrs @ | \$165 | /hr | = | \$6,600.00         |
| Technician                   | 24 | hrs @ | \$80  | /hr | = | \$1,920.00         |
| CAD Drafting                 | 48 | hrs @ | \$70  | /hr | = | \$3,360.00         |
| Clerical/Admin               | 24 | hrs @ | \$50  | /hr | = | \$1,200.00         |
| Misc. Expenses: Reproduction |    |       |       |     | = | \$330.00           |
| <b>Sub-Total</b>             |    |       |       |     |   | <b>\$17,850.00</b> |

**Task 1.03**

|                  |   |       |       |     |   |                   |
|------------------|---|-------|-------|-----|---|-------------------|
| Senior Engineer  | 4 | hrs @ | \$185 | /hr | = | \$740.00          |
| Engineer P.E.    | 4 | hrs @ | \$165 | /hr | = | \$660.00          |
| Technician       | 2 | hrs @ | \$80  | /hr | = | \$160.00          |
| CAD Drafting     | 0 | hrs @ | \$70  | /hr | = | \$0.00            |
| Clerical/Admin   | 6 | hrs @ | \$50  | /hr | = | \$300.00          |
| <b>Sub-Total</b> |   |       |       |     |   | <b>\$1,860.00</b> |

**Task 1.04**

|                                       |    |       |       |     |   |                   |
|---------------------------------------|----|-------|-------|-----|---|-------------------|
| Senior Engineer                       | 4  | hrs @ | \$185 | /hr | = | \$740.00          |
| Engineer P.E.                         | 4  | hrs @ | \$165 | /hr | = | \$660.00          |
| Technician                            | 16 | hrs @ | \$80  | /hr | = | \$1,280.00        |
| Clerical/Admin                        | 4  | hrs @ | \$50  | /hr | = | \$200.00          |
| Misc. Expenses: Reproduction & Travel |    |       |       |     | = | \$1,080.00        |
| <b>Sub-Total</b>                      |    |       |       |     |   | <b>\$3,960.00</b> |

**Sub-Total Design Phase**

**\$28,500.00**

**CONSTRUCTION ADMINISTRATION PHASE****Task 2.01**

|                                       |   |       |       |     |   |                   |
|---------------------------------------|---|-------|-------|-----|---|-------------------|
| Senior Engineer                       | 1 | hrs @ | \$185 | /hr | = | \$185.00          |
| Engineer P.E.                         | 2 | hrs @ | \$165 | /hr | = | \$330.00          |
| Technician                            | 3 | hrs @ | \$80  | /hr | = | \$240.00          |
| Clerical/Admin                        | 1 | hrs @ | \$50  | /hr | = | \$50.00           |
| Misc. Expenses: Reproduction & Travel |   |       |       |     | = | \$265.00          |
| Sub-Total                             |   |       |       |     |   | <b>\$1,070.00</b> |

**Task 2.02**

|                                       |    |       |       |     |   |                   |
|---------------------------------------|----|-------|-------|-----|---|-------------------|
| Senior Engineer                       | 8  | hrs @ | \$185 | /hr | = | \$1,480.00        |
| Engineer P.E.                         | 12 | hrs @ | \$165 | /hr | = | \$1,980.00        |
| Technician                            | 52 | hrs @ | \$80  | /hr | = | \$4,160.00        |
| Clerical/Admin                        | 2  | hrs @ | \$50  | /hr | = | \$100.00          |
| Misc. Expenses: Reproduction & Travel |    |       |       |     | = | \$1,210.00        |
| Sub-Total                             |    |       |       |     |   | <b>\$8,930.00</b> |

|                               |  |  |  |  |  |                    |
|-------------------------------|--|--|--|--|--|--------------------|
| <b>Sub-Total Design Phase</b> |  |  |  |  |  | <b>\$10,000.00</b> |
|-------------------------------|--|--|--|--|--|--------------------|

|  |  |  |  |  |  |                    |
|--|--|--|--|--|--|--------------------|
| <b>Total Design and Construction Phase</b> |  |  |  |  |  | <b>\$38,500.00</b> |
|--|--|--|--|--|--|--------------------|

City Council Staff Report

SUBJECT: Z-17-04 Sprouts Crossing, an administrative approval of the site plan for Lot 5, Block A, The Haven Addition located at 200 Grapevine Highway

Supporting Documents:

Approved site plan – Exhibit “A”  
 Modified site plan – Exhibit “B”

Meeting Date: 7/10/2018  
 Department: Development  
 Reviewed by: Michelle Lazo  
 City Manager Review:

Background/Analysis:

The Sprouts Crossing site plan was approved by City Council in January 2018. The strip center has been demolished and the redevelopment is underway. EPIC Real Estate Partners met with several fast casual restaurants interested in this location. The developer is requesting to add a drive-thru lane for a restaurant to Building “E”. The pick-up window will be located on the southwest side of the building. There are no changes proposed to the Building “D”, which is adjacent to the neighborhood.

There are no other proposed changes to the shopping center. The reconfiguration will add two (2) parking spaces to the over-all development.

Staff has conferred with the city attorney who noted this request complies with the City of Hurst Code of Ordinances 27-16 Planned Development District (f) Administrative Details and can be reviewed for Administrative Approval consideration.

Funding and Sources and Community Sustainability:

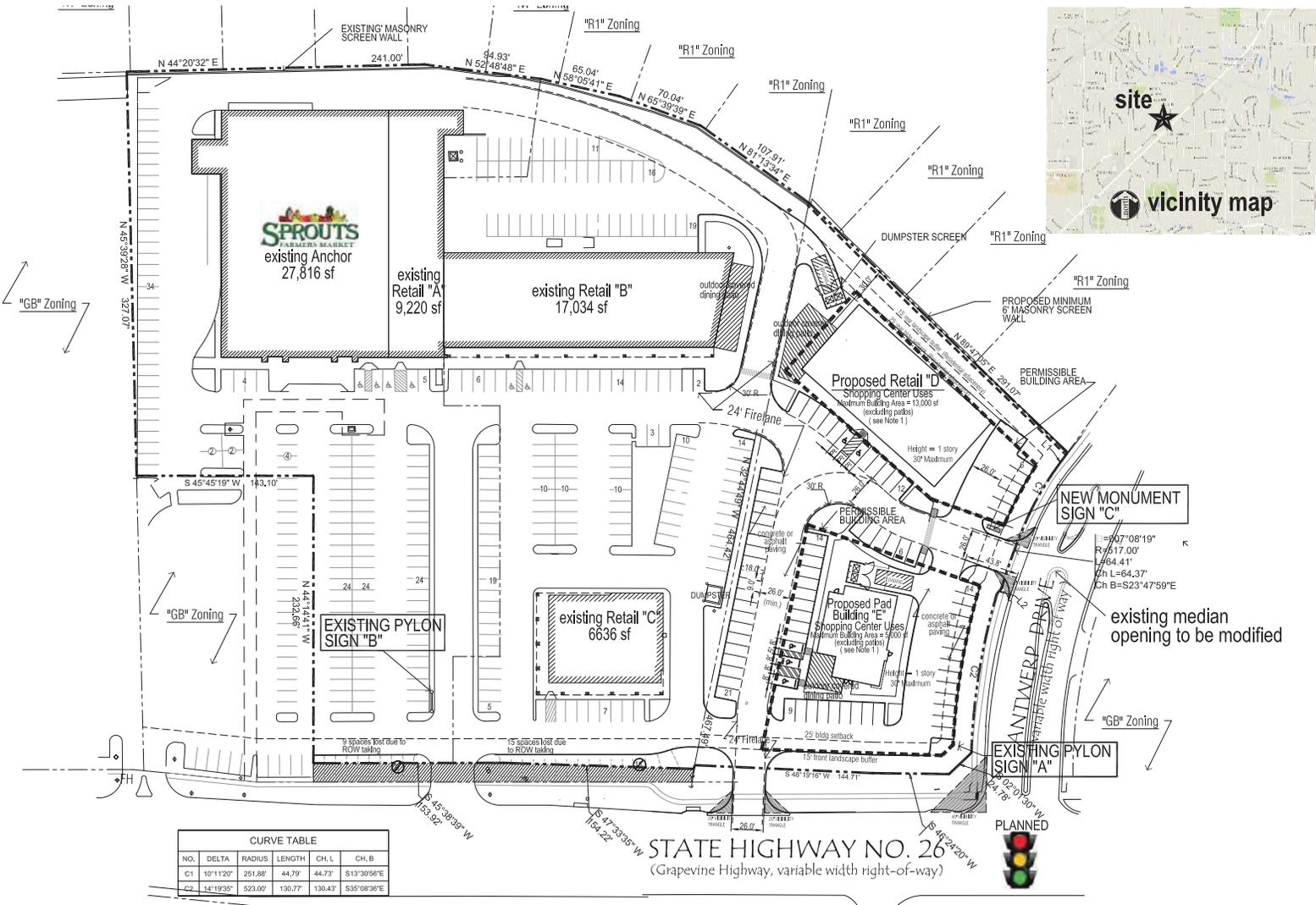
There is no fiscal impact.

This zoning change and site plan is a direct representation of Council’s goal for Redevelopment.

Recommendation:

Staff requests that City Council concur with the city manager’s Administrative Approval to modify Z-17-04 Sprouts Crossing, a site plan for Lot 5, Block A, The Haven Addition located at 200 Grapevine Highway.

# EXHIBIT A



| TABULATIONS                                | BLDG AREA AS SHOWN |
|--|--------------------|
| existing Sprouts Grocery                   | 27,816             |
| existing Retail "A-B-C"                    | 32,890             |
| proposed Retail "D" reference Note 1       | 11,000             |
| proposed Pad Building "E" reference Note 1 | 4,000              |

|                  |                           |
|------------------|---------------------------|
| <b>TOTAL</b>     | <b>75,706</b>             |
| PARKING PROVIDED | 361                       |
| TOTAL SITE AREA  | 7.48 ac                   |
|                  | Parking Ratio 4.76 / 1000 |

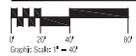
| LAND AREA ANALYSIS                             |                       |
|--|-----------------------|
| Current Zoning                                 | General Business "GB" |
| Proposed Zoning                                | PD                    |
| Total Maximum Building Area (excluding patios) | 75,706 sf             |
| Total Land Area                                | (325,829 sf) 7.48 ac  |
| Building Height                                | 1 story               |

- ZONING NOTES:**
- The size of each new building may be smaller or larger than what is shown on this site plan; however, the maximum new building area (excluding patios) shall not exceed 15,000 square feet, in the aggregate, for both new buildings. Proposed Retail "D" building shall not exceed 13,000 square feet (excluding patios), and Proposed Pad Building "E" shall not exceed 5,000 square feet (excluding patios).
  - The maximum area of covered patios for Retail "D" and Pad Building "E" shall not exceed a combined area of 3,000 SF. Uncovered patios are not restricted and are not required to be shown on this site plan. Covered patios shown on the plan are permitted, but not required.
  - The minimum exterior wall surface, excluding windows and doors, shall be 75% brick, stone, stucco, or similar materials approved by the Planning Director. This note applies to Retail "D" and Pad Building "E".
  - Proposed buildings shall be allowed to be constructed within 15' of the property line/ Right of Way without a site plan amendment.
  - Building Orientation for proposed buildings may change without Site Plan amendment.
  - Existing signs are permitted to remain, and be modified or rebuilt as shown on the signage exhibits enclosed with this site plan.
  - A minimum of 363 off-street parking spaces are required on this site. Any change of use to the buildings shown on this site plan shall not require additional parking. Parking is not required for covered or uncovered patios. A site plan amendment is not required to revise the parking layout based on the final design and location of the proposed buildings.
  - Within 30 days after the completion of both of the new buildings proposed on the site plan, the site shall be in compliance with the Landscape Plan shown on sheets L-1 to L-6, and the proposed new masonry wall (approximately 291 feet in length) shall be completed. The proposed buildings may be constructed in phases.
  - No additional landscaping shall be required beyond the Landscaping Plan on sheets L-1 to L-6.
  - The maximum lot coverage shall conform to Zoning District "GB", currently restricted to 30%, measured as the building footprints, including covered patios but excluding uncovered patios and paved areas.
  - Roof-top units will be screened on all sides from public view, including from the adjacent residential property.
  - Refer to Sign Drawings for detailed sign information.
  - Loading areas shall comply with City of Hurst standards.
  - All new building signage shall comply with the Hurst sign ordinance. No new signs shall be placed on the rear of buildings in a manner that is visible from adjacent residences.
  - Outdoor live music is prohibited in connection with any use located in the Proposed Retail "D" building or the Proposed Pad Building "E".
  - The location of the new masonry screening wall shown on this plan and the proposed trees shown on the attached landscape plan, within the existing utility and electric easement along the northwestern property line, may be adjusted to the extent required by the easement holders.
  - The following land uses are not permitted: a tattoo shop, an electronic cigarette shop, a cigarette or tobacco shop where tobacco products are the primary product sold, and sexually oriented businesses, as defined by Chapter 17.5 of the City's Code of Ordinances.
  - The use of outdoor speakers to play music is prohibited.

| NO. | DELTA     | RADIUS  | LENGTH  | CH. L.  | CH. B.      |
|-----|-----------|---------|---------|---------|-------------|
| C1  | 10°11'20" | 251.88' | 44.79'  | 44.73'  | S13°30'56"E |
| C2  | 14°19'30" | 523.00' | 130.77' | 130.43' | S35°08'38"E |

| LINE # | BEARING     | DISTANCE |
|--------|-------------|----------|
| L1     | S08°20'16"E | 13.82'   |
| L2     | S02°02'14"E | 5.52'    |

## SITE PLAN



THIS PLAN IS PROVIDED SUBJECT TO (i) ERRORS AND OMISSIONS IN THE INFORMATION, AND (ii) MODIFICATION WITHOUT NOTICE OF THE INFORMATION, SPECIFICATIONS, DIMENSIONS AND/OR TABULATIONS SET FORTH IN THIS PLAN HAVE BEEN DERIVED FROM DOCUMENTS BELIEVED TO BE RELIABLE. HOWEVER, THE PLAN MAY BE REVISABLE, AMENDABLE AND/OR MODIFIED AND NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OF ACCURACY REGARDING SUCH INFORMATION IS MADE BY THE OWNER OF THE PROJECT, PROPERTY MANAGER, OR ANY OF THEIR RESPECTIVE PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS.

Grapevine Hwy at Antwerp Drive HURST, TX

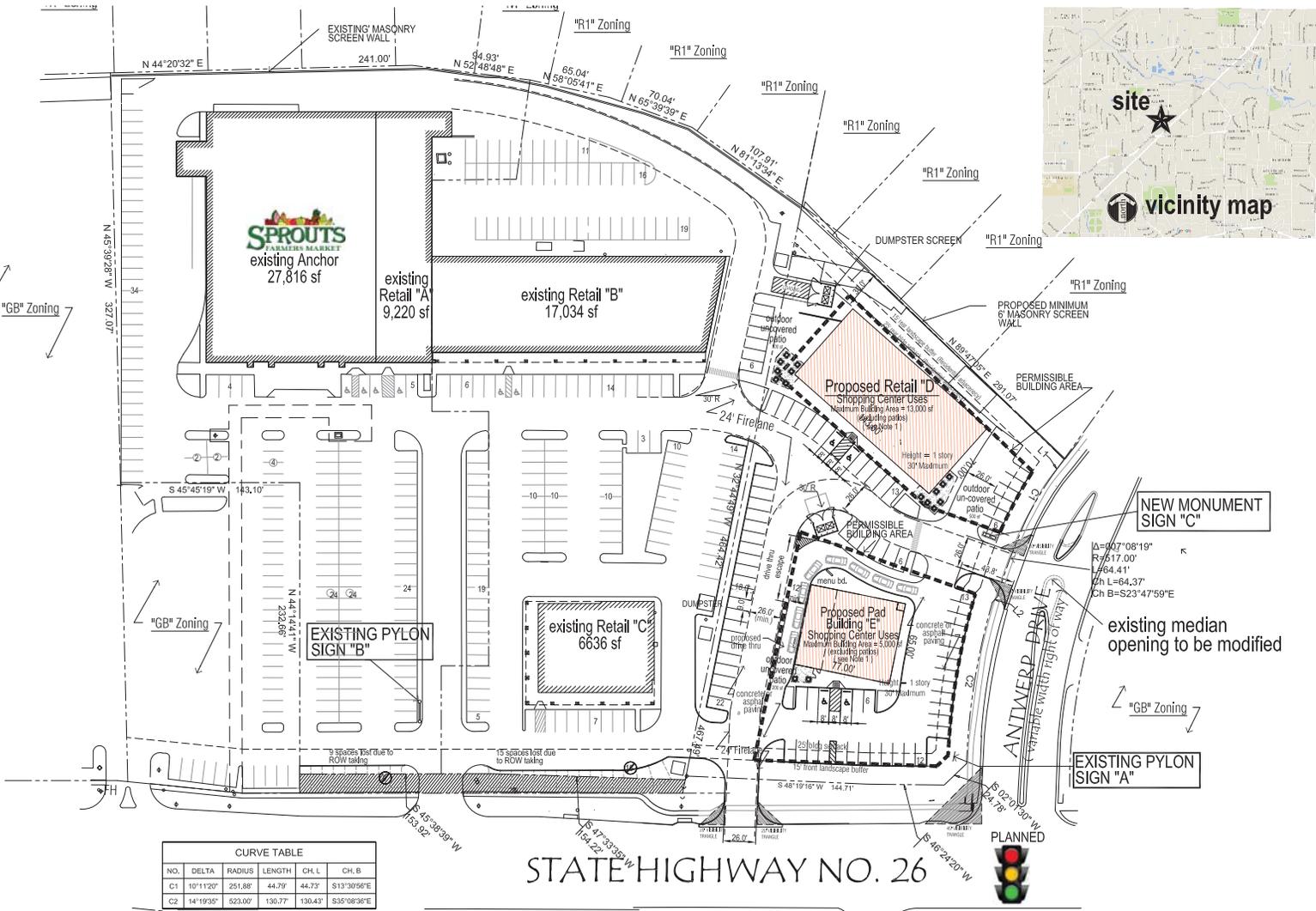
**HODGES** architecture planning  
 19842 Omega Dallas, Texas 75244-4514 PHONE NO. 972-961-1200 FAX 972-961-1201  
 www.hodgesarchitect.com

PROJECT NO. 166449  
 DRAWN BY KO  
 DATE 11-14-17

SCHEME **SP-6**

19. The clearestory feature shown on the building elevations is optional, not required.

# EXHIBIT B



| TABULATIONS   | BLDG AREA AS SHOWN |
|---|--------------------|
| existing Sprouts Grocery                                  | 27,816             |
| existing Retail "A-B-C"                                   | 32,890             |
| proposed Retail "D" <small>reference Note 1</small>       | 10,000             |
| proposed Pad Building "E" <small>reference Note 1</small> | 5,000              |

|                           |               |                         |
|---------------------------|---------------|-------------------------|
| <b>TOTAL</b>              | <b>75,706</b> |                         |
| PARKING PROVIDED          |               | 363                     |
| TOTAL SITE AREA           | 7.48 ac       | Parking Ratio 4.76/1000 |
| <b>LAND AREA ANALYSIS</b> |               |                         |

|  |                        |
|--|------------------------|
| Total Maximum Building Area (excluding patios) | 75,706 sf              |
| Total Land Area                                | ( 325,829 sf ) 7.48 ac |
| Building Height                                | 1 story                |

- ZONING NOTES:**
- The size of each new building may be smaller or larger than what is shown on this site plan; however, the maximum new building area (excluding patios) shall not exceed 15,000 square feet, in the aggregate, for both new buildings, Proposed Retail "D" building shall not exceed 13,000 square feet (excluding patios), and Proposed Pad Building "E" shall not exceed 5,000 square feet (excluding patios).
  - The maximum area of covered patios for Retail "D" and Pad Building "E" shall not exceed a combined area of 3,000 SF. Uncovered patios are not restricted and are not required to be shown on this site plan. Covered patios shown on the plan are permitted, but not required. Covered patios other than those shown are permitted, subject to the 3,000 SF cap.
  - The minimum exterior wall surface, excluding windows and doors, shall be 75% brick, stone, stucco, or similar materials approved by the Planning Director. This note applies to Retail "D" and Pad Building "E".
  - Proposed buildings shall be allowed to be constructed within 15' of the property line/ Right of Way without a site plan amendment.
  - Building Orientation for proposed buildings may change without Site Plan amendment.
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  - All new building signage shall comply with the Hurst sign ordinance. No new signs shall be placed on the rear of buildings in a manner that is visible from adjacent residences.
  - Outdoor live music is prohibited in connection with any use located in the Proposed Retail "D" building or the Proposed Pad Building "E".
  - The location of the new masonry screening wall shown on this plan and the proposed trees shown on the attached landscape plan, within the existing utility and electric easement along the northwestern property line, may be adjusted to the extent required by the easement holders.
  - The following land uses are not permitted: a tattoo shop, an electronic cigarette shop, a cigarette or tobacco shop where tobacco products are the primary product sold, and sexually oriented businesses, as defined by Chapter 17.5 of the City's Code of Ordinances.
  - The use of outdoor speakers to play music is prohibited.
  - The clearstory feature shown on the building elevations is optional, not required.
  - The design of the proposed drive through on Pad Building "E" is conceptual. The final layout and design of the proposed drive through shall comply with city code and is subject to administrative approval by city staff.

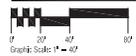
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| L2     | S02°02'14"E | 5.52'    |

STATE HIGHWAY NO. 26

Alternative Site Plan Option for Drive Through on Pad Building "E"  
 (Development is permitted in accordance with this alternative or the original site plan approved at the time of the zoning change.)

## SITE PLAN



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City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into an Agreement with Davis & Davis, Inc., to provide design services for the Parker Cemetery Phase II project

Supporting Documents:

Meeting Date: 7/10/2018  
 Department: Community Services  
 Reviewed by: Allan Heindel  
 City Manager Review:

Background/Analysis:

Parker Cemetery is located in Southwest Hurst at 1301 Cardinal Lane on 2.4 acres of land and contains two official Texas Historical Markers. In 2015, the Parker Cemetery Improvements, Phase I project, designed by Davis & Davis, Inc. was completed. That Phase consisted of metal fencing with stone columns along the Highway 10 side of the property as well as a metal arch sign denoting the site as Parker Cemetery.

In February 2018, the Historical Landmark Preservation Committee began planning Phase II of the Parker Cemetery improvements. This phase of the project includes installing a 6 foot wrought iron fence with stone columns along the remaining perimeter of the property, designing a solution to resolve internal fence conflicts, and adding additional design features along Cardinal Lane. These features include adding a metal archway with an ADA compliant stone pedestrian walkway with planter beds; relocating the existing historical markers to coordinate with the new entrance; embedding the Historic Texas Cemetery Medallion into a stone column by the entrance; installing a wrought iron service gate entrance with a concrete drive; adding locking service and pedestrian gates; and installing a sign package to instruct visitors on how to gain access to the cemetery.

Parker Cemetery is a historic site and protected by the Antiquities Code of Texas administered by the Executive Director of the Texas Historical Commission. Any construction on the cemetery grounds requires an Antiquities Permit. The Antiquities Permit requires Davis & Davis, Inc., to submit extensive design plans and, in addition, work closely with a professional archeologist to investigate any area where subsurface excavation will occur.

Davis & Davis, Inc.'s design proposal of \$27,500 includes incorporating all of the Committees' design elements and creating a comprehensive design package with concept drawings, site plans, grading plan, erosion control, dimensional control plans, and color renderings of the entrance. Two progress updates will be presented to the committee throughout the design process. In addition to working closely with the committee and the professional archeologist, Davis & Davis, Inc. will also provide bidding assistance and construction oversight.

The Historical Landmark Preservation Committee unanimously approved the Davis & Davis, Inc. design services proposal at the April 12, 2018 meeting, and approved the draft City Council presentation at the June 14, 2018 meeting.

Funding Sources and Community Sustainability:

The amount required for the Davis & Davis, Inc. design services of \$27,500 has been identified in the Parker Cemetery Improvements Project within the Half Cent Fund.

In an effort to remain a vibrant community this project addresses the City Council's Strategic Priorities for Infrastructure by preserving Hurst history.

Recommendation:

It is recommended the City Council authorize the city manager to enter into an Agreement with Davis & Davis, Inc., to provide design services for the Parker Cemetery Phase II Project, for an amount not to exceed \$27,500.

COUNTY OF TARRANT

STATE OF TEXAS

On the 19<sup>th</sup> day of June, 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:

- Ruth Kennedy ) Vice-Chair
- Janie Melton-Judy ) Members
- Peggy Moore
- Lou Farris
- 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, Betty Whiteside, constituting a quorum, at which time the following business was transacted:

**I. Call to Order**

Vice-Chair Ruth Kennedy called the meeting to order at 5:40 p.m.

**II. Roll Call of Members**

Teri Smith conducted the Roll Call of Members.

**III. Approval of Minutes**

The minutes of the May 15, 2018 regular meeting were reviewed and approved as written.

**IV. Librarian’s Report**

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

| <u>May</u>                     |          |
|--------------------------------|----------|
| Circulation.....               | 34,942   |
| Number of Active Patrons.....  | 29,194   |
| Volunteer Hours.....           | 229      |
| Door Count.....                | 12,415   |
| Electronic Usage Sessions..... | 5,957    |
| Page Views.....                | 9,520    |
| Net Revenue .....              | \$ 1,673 |
| Children’s Programming.....    | 1,057    |
| Adult Programming.....         | 468      |

**B. Program & Events Report for May:** The Program & Events Report for May was distributed to the Board. Jesse Loucks reviewed the report. Pictures of the 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 has arrived and is ready for deployment. It will be used at the Library during Summer Reading Club and will be taken to the elementary schools in the Fall as it is rotated to each city.

2. **Parking Lot Improvements:** Allan Heindel explained that the City's Public Works Department has made major improvements to the handicap walkways and worked with the contractor to overlay the entire parking lot. They will paint the stripes for all parking spaces this month. A crosswalk will be added in the near future.

3. **Program Room Stage Lights:** Mr. Heindel informed the Board that Staff is currently working on replacing the Program Room stage lights.

4. **Assisted Listening Devices:** Mr. Heindel explained that the City Hall Council Chambers AV System will be renovated in October or November at which time assisted listening devices will be available for use. These same devices will be available in the Library program rooms and in the Senior Center program rooms.

**E. Staff Activities**

1. **Employee Update:** Jesse Loucks noted that the new Library Adult Services Manager has been hired. Her name is Robin Swaringen and she previously worked for the City of Dallas Public Library.

2. **Staff Training:** Jesse Loucks stated that Library Staff has recently undergone training by the Hurst Police Department in the event of an emergency situation along with the City's Emergency Action Plan and employment law training with the City Attorney.

**V. Reports of the Committees**

**A. Friends of the Hurst Public Library**

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

**VI. Communications**

None at this time.

**VII. Unfinished Business**

None at this time.

**VIII. New Business**

None at this time.

**IX. Informational Items**

- A. BISD Reads Recap:** Jesse Louck informed the Board that the BISD Reads event with Haltom City, Hurst, Richland Hills, North Richland Hills, Watauga and Birdville ISD was held on June 2<sup>nd</sup>. The Hurst Library Staff had a table at this event where they gave out free books. There were 1,800 in attendance.
- B. HEB Reads! Kickoff Recap:** Mr. Loucks noted that the HEB Reads! program 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 4,200 participants and Library Staff gave out 3,000 bags containing coupons and Library information.
- C. Teen Zone Improvements:** Mr. Loucks stated that the new television in the Teen Zone is working well and new casual seating has been added, several computers will also be removed, additional shelving will be installed, and a few chairs will be replaced.
- D. Heritage Village Presents:** Kyle Gordon gave a brief overview of the Heritage Village Presents events including the Summer Kickoff that was held on Thursday, May 31<sup>st</sup> with 360 in attendance and the Fall events including Salsa y Salsa, Dogtoberfest, and Movie in the Park.
- E. Oral History Project Update:** Jesse Loucks gave an update on the Oral History Project stating that Phase V is currently in the process of video interviews. A display of the process and interviewees was shown to the Board.
- F. Summer Reading Club Update:** Mr. Loucks gave a brief update of the Library's Summer Reading Club stating that flyers advertising Summer Reading Club were distributed at the HEB Reads! event showing this year's Calendar including lunch and other fun activities. There are 295 registrants at the Hurst Library who have read 242,167 minutes so far this Summer.
- G. Holiday Closure:** Allan Heindel reminded the Board that the Library will be closed on Wednesday, July 4<sup>th</sup> in observance of the Fourth of July 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 6:25 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 21<sup>st</sup> day of June, 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    | ) |   |
| Karen Spencer    | ) |   |
| Bob Walker       | ) |   |
| Gary Waldron     | ) | Alternates                              |
| Jessica Martin   | ) |   |
| Kyle Gordon      | ) | Managing Director of Community Services |
| Kristie Weaver   | ) | Parks Director                          |
| Jordan Taylor    | ) | Recreation Manager                      |
| Jennifer Kashner | ) | Recreation Manager                      |
| Hannah Titony    | ) | Library Assistant II                    |
| Paige Lutz       | ) | Recreation Administrative Assistant     |

With no members absent, 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. Mr. Neace read a farewell and thank you note from former Park Board Member, Cathy Thompson.
- 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 May 17, 2018 regular meeting, as corrected; Bob Walker seconded the motion.

AYES: Hurd, King, Robertson, Neace, Spencer, Waldron, Walker

NOES: None

IV. **Staff Report:**

A. **Director's Report:**

1. **May Participation Report:** Jordan Taylor, Recreation Manager, presented the following statistics for the May Participation Report:

May

|                    |        |
|--------------------|--------|
| Recreation Center  | 13,106 |
| Classroom Programs | 1,277  |
| Fitness Center     | 2,594  |
| Tennis Center      | 1,174  |
| Facility Rentals   | 131    |
| Active Members     | 2,594  |

- 2. Program Highlight:** Jordan Taylor reported that the June Program Highlight features the Basic Puppy Obedience class. This new class is instructed by Wendy Dek. Wendy has been teaching dog training and obedience classes since 1989. This is the first dog training class at the Hurst Recreation Center. The seven-week course is offered to the owner of puppies eighteen weeks and older.

**B. Special Events:**

- 1. 2018 Chisholm Fish Stocking Program:** The dates for the upcoming fish stocking at the Chisholm Park Pond were displayed.
- 2. Heritage Village Presents:** Kyle Gordon gave a brief overview of the Heritage Village Presents events including the Summer Kickoff that was held on Thursday, May 31<sup>st</sup> with 360 in attendance and the Fall events including Salsa y Salsa, Dogtoberfest, and Movie in the Park.
- 3. Dash & Splash Recap:** Jordan Taylor reported that the Healthy Hurst Dash & Splash was held on June 9<sup>th</sup> at Chisholm Park. This popular event had a total of 198 registered participants.
- 4. Father's Day Barbeque at Central Aquatics Center Recap:** Mr. Taylor reported that the Father's Day Barbeque was held on June 15<sup>th</sup> at Central Aquatics Center. One hundred and twenty-one attendees enjoyed a night of swimming while enjoying hot dogs and hamburgers grilled by staff.
- 5. Golden Couples Recap:** The Golden Couples event was held on June 16<sup>th</sup> at the Hurst Senior Citizens Activities Center. Forty couples enjoyed refreshments and entertainment provided by the Doc Gibbs Band.

Jessica Martin arrived at 6:15 p.m.

6. **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.
7. **Dive-in Movie Preview:** Jennifer Kashner, Recreation Manager, report that Central Aquatics Center will have its first Dive-in Movie on July 14<sup>th</sup>. The event will feature the movie *Despicable Me 3*. Tickets will be sold at the door at \$5.00 per person, season pass holders are free.

**C. Works in Progress:**

1. **TXDOT Green Ribbon Grant Phase 2:** The project is complete. The contractor is responsible for plant maintenance for fifteen months.
2. **TXDOT Green Ribbon Grant Phase 3:** The project will be publicly bid June 29<sup>th</sup>. The project should start in the fall pending City Council approval.
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 contracted with a consultant to design the landscape for the medians and the construction will be funded 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. **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.
6. **Chisholm Tree Removal:** Parks investigated the report of a fallen tree in Chisholm Park. The damaged tree was removed.

**D. Staff Activities:**

1. **July Calendar:** Jordan Taylor reviewed the calendar of events for the month of July.

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

**VI. Communications:**

- A. **Social Media Comments:** Jordan Taylor presented a positive Facebook post regarding the Healthy Hurst Dash & Splash and a complimentary email regarding the Central Aquatics staff.

**VII. Unfinished Business:**

- A. **Adopt-A-Park:** Kristie Weaver presented a recap for the Adopt-A-Park Program. She noted that the purpose of the program is to encourage community participation in the parks program.

Jessica Martin recommended adding a restriction regarding painting and graffiti cleanup in the parks. Kyle Gordon reported that an addition can be added regarding painting restrictions.

Ralph Hurd made a motion to approve the Adopt-A-Park Program, with the additional restriction as recommended, Pat King seconded the motion.

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

NOES: None

**VIII. New Business:**

- A. **Pavilion Rental Policy:** Kristie Weaver reviewed the current City policy regarding park pavilion rentals and electrical deposits. She presented a survey of local cities and their costs for park pavilion rentals with electrical service. Ms. Weaver asked the Board to consider increasing the cost of a park pavilion rental from the current \$35.00, for a full day, to \$50.00 for the day. She noted that the electrical service would now be included with the cost of rental and would no longer require a \$50.00 refundable deposit.

Pat King made a motion to approve the park pavilion policy change as presented, Ralph Hurd seconded the motion.

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

NOES: None

**IX. Informational Items:**

- A. **2018 Aquatics Season Update:** Jennifer Kashner reported that the consulting group, Ellis & Associates, Inc., that provides certification for the Hurst Aquatics Centers' Lifeguard and Learn to Swim programs, makes three unannounced observational visits each season to audit the aquatics staff. Ms. Kashner reported that both aquatic centers received an Exceeds

rating in all categories on their first audit of the season. She noted that this is the first time for either pool to receive this rating on an audit.

**B. Police Activities League Summer Camp:** Jordan Taylor 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.

**C. NRPA Parks & Recreation Month:** Mr. Taylor reported that July is National Parks & Recreation Month. He reviewed the events that will take place during the month of July: Coffee in the Park at Chisholm Park and Mayfair Park, a free Tai Chi class at Heritage Village Plaza, and a Zumbathon at the Recreation Center.

**D. Holiday Closings:** The Recreation Center, Recreation Administration Office, and Tennis Center will be closed for the July 4<sup>th</sup> holiday. Chisholm and Central Aquatics Centers will be open.

**X. Board Member and Citizen Comments:** Rod Robertson relayed a compliment that he received from a neighbor regarding the staff at the Chisholm Aquatics Center.

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

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

NOES: None

Alan Neace adjourned the meeting at 6:54 p.m.

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

APPROVED:

ATTEST:

\_\_\_\_\_  
CHAIRMAN

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

COUNTY OF TARRANT

STATE OF TEXAS

On the 21<sup>st</sup> day of June, 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
- Bob Hampton
- Joan Stinnett
- Durwood Foote
- Doris Young
- John Smith
- Barbara Albright
- Marie Perry ) Alternate
  
- 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 May 17, 2018 meeting were approved as written.
- IV. Senior Center Director’s Report**
  - A. Statistical Report for May:** The Statistical Report for May was distributed to the Board and reviewed by Linda Rea.

| <b><u>May</u></b>              |           |
|--------------------------------|-----------|
| Center Attendance.....         | 13,051    |
| Number of Members.....         | 1,896     |
| Volunteer Hours.....           | 1,315     |
| Net Revenue.....               | \$ 14,833 |
| Fitness Center Attendance..... | 2,822     |
| Class Attendance.....          | 2,689     |
| Aquatics.....                  | 159       |

**B. Programs & Events Report:** The Programs & Events Report for May 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:** Kyle Gordon informed the Board that the Public Works Department has painted a yellow stripe on the curb at the east entrance to the Senior Center to draw attention to the slight incline that exists at the walkway.

2. **Exterior Landscape Update:** Mr. Gordon reported that the Parks Department has trimmed the tree branches that were too close to the building.

3. **Multipurpose Room Divider Repair:** Mr. Gordon noted that the divider in the Multipurpose Room had come off the track and was very difficult to move. The divider has been repaired and is now working properly.

**E. Staff Activities**

1. **Northeast Senior Community Forum:** Linda Rea attended 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 May the speaker gave a presentation on Diabetes Education. Next month's topic will be Senior Education.

2. **TRAPS Leisure and Aging Meeting:** Michelle Varley attended the Texas Recreation and Parks Society Leisure and Aging meeting in Frisco where attendees from different cities share their ideas. The meetings are held on a quarterly basis at a different facility each quarter.

3. **Staff Certification Report:** Ms. Varley reported that she and several staff members received their Stop the Bleed Certification in order to be prepared to help someone who is bleeding.

**V. Communications**

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

1. **July Registration Update:** Ms. Varley informed the Board of early registration for classes held at the Senior Center in order to ensure their attendance before classes get full.

2. **Craft Fair Notice:** Ms. Varley also informed the Board of the application for the upcoming Craft Fair in October.

## VI. New Business

None at this time.

## VII. Informational Items

- A. **Program Highlight – Chair Volleyball:** Michelle Varley gave a brief overview of the Chair Volleyball program that will be added to the Center's regular schedule.
- B. **Summer Fun with the Grandkids:** Ms. Varley informed the Board of the upcoming Summer Fun with the Grandkids event on Friday, July 20<sup>th</sup> from noon until 2:00 p.m., including a discovery station, make and take treat, and other fun activities.
- C. **Pillowcase Challenge Program:** Ms. Varley explained that the Senior Center partners with *Right at Home* in-home care facility, who provide monthly blood pressure checks, to make hand-made pillowcases that are donated to area nursing homes.
- D. **National Recreation and Parks Month Recognition:** Ms. Varley informed the Board of National Recreation and Parks Month. The Senior Center will hold Thai Chi in the Park, at Heritage Village Park, on July 20<sup>th</sup> and Frozen Friday will be open to the public.
- E. **Heritage Village Presents:** Kyle Gordon gave a brief overview of the Heritage Village Presents events including the Summer Kickoff that was held on Thursday, May 31<sup>st</sup> with 360 in attendance and the Fall events including Salsa y Salsa, Dogtoberfest, and Movie in the Park.
- F. **Recycling Program Update:** Michelle Varley informed the Board that there is a new recycle bin behind the front desk for used batteries along with a bin for recycling toner cartridges.
- G. **Stars & Stripes July 4<sup>th</sup> Update:** Kyle Gordon gave a brief overview of the upcoming July 4<sup>th</sup> Stars & Stripes event. He stated that the parking lot south of the Senior Center will closed on July 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> but that access from Pipeline Road will still be available.
- H. **Holiday Closure:** Mr. Gordon reminded the Board that the Senior Center will be closed on Wednesday, July 4<sup>th</sup> in observance of the Fourth of July holiday and will reopen with regular hours on the 5<sup>th</sup>.

## 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 11:45 a.m.

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

APPROVED:

ATTEST:

\_\_\_\_\_  
CHAIR

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

## Future Event Calendar

July 10, 2018

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

| <u>DATE AND TIME</u>                   | <u>ACTIVITY</u>   |
|--|---|
| Tuesday, July 24, 2018                 | Regular City Council Meeting - Canceled                             |
| Saturday, July 28, 2018<br>7:30 a.m.   | City Council Multi-year Planning Meeting<br>Hurst Conference Center |
| Saturday, August 18, 2018<br>7:30 a.m. | Budget Work Session<br>Hurst Conference Center                      |