

**WORK SESSION AGENDA OF THE CITY COUNCIL OF HURST, TEXAS  
CITY HALL, 1505 PRECINCT LINE ROAD  
FIRST FLOOR CONFERENCE ROOM  
TUESDAY, AUGUST 14, 2018 – 5:15 P.M.**

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**I. Call to Order**

**II. Informational Items**

- ) **Discussion of National League of Cities Board and Committees and upcoming conferences**
- ) **Staff update and discussion of code and building safety issues at 433 Myrtle Drive**

**III. Discussion of Agenda Item(s) 3, 8 and 9**

Consider Resolution 1708 adopting the City of Hurst Investment Policy

Consider ordering the publication of the effective and rollback tax rates, including a proposed tax rate, to be published on August 18, 2018, in the “Fort Worth Star-Telegram” to comply with truth-in-taxation laws

Consider vote on the proposed tax increase for Fiscal Year 2018-2019

**Clayton Fulton**

**IV. Discussion of Agenda Item(s) 10, 11, 12, 13, 14, 15 and 16**

Consider Ordinance 2389, first reading, amending Hurst Code of Ordinance, Chapter 2, Article X. Senior Citizens Advisory Board, Section 2-252, amending membership

Consider Ordinance 2390, first reading, amending Hurst Code of Ordinances, Chapter 2, Article IX. Neighborhood and Community Advisory Committee, restricting the composition of members, redefining the term of appointment and meeting schedule

Consider Ordinance 2391, first reading, amending Hurst Code of Ordinances, Chapter 24, Section 24-14 and 24-15 by renaming the Traffic Safety Commission and restating the duties, quorum, meeting dates, and staff liaison of the commission

Consider Ordinance 2392, first reading, amending Hurst Code of Ordinances, Chapter 5, Article IX, Section 5-354 – Historic Preservation Committee by amending the composition of members, restating meeting dates, quorum and staff liaison

Consider Resolution 1709, amending the composition of the Hurst Economic Development Advisory Committee

Consider confirming the city manager’s appointment of Mr. Karl Burge in Place 3 of the Civil Service Commission

Consider annual appointments to boards, commissions and committees

**Rita Frick**

**V. Discussion of Agenda Item(s) 17 and related City Ordinance regarding temporary outdoor sales**

Consider authorizing the city manager to enter into an Agreement with Ash+Lime Services to create and produce community events

**Steve Bowden**

**VI. Discussion of Agenda Item(s) 18 and 19**

Consider authorizing the city manager to renew the current contract with Cigna to provide stop-loss insurance for the health plans, third party administration for the health plans and dental ASO plan, and fully insured dental HMO insurance for eligible full-time employees, retirees, and dependents effective 10/1/2018 through 9/30/2019

Consider authorizing the city manager to enter into a Contract with OptumHealth Financial Services, Inc. (Optum) to provide third party administration of the City's Health Reimbursement Account (HRA) and Flexible Spending Account (FSA)

**Matia Messemer**

**VII. Discussion of Agenda Item(s) 20, 21 and 22**

Consider authorizing the city manager to enter into a Contract for construction of the Valley View Branch Sanitary Sewer Interceptor Replacement Improvements from State Highway 10 to Redbud

Consider authorizing the city manager to enter into an Engineering Services Contract with Thomas Hoover Engineering, LLC, for design of the Sheri Lane Street Improvements from Reed Street to Cavender Drive

Consider authorizing the city manager to enter into an Engineering Services Contract with Bartlett & West, Inc., for the design of repairs to the Hurstview Drive Bridge at the north crossing of Lorean Branch

**Greg Dickens**

**VIII. Adjournment**

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

This the 10<sup>th</sup> day of August 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, AUGUST 14, 2018**

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**AGENDA:**

**5:00 p.m. – Crime Control Meeting (City Hall, First Floor Conference Room)**

**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 David Booe)**

**PLEDGE OF ALLEGIANCE**

**CONSENT AGENDA**

1. Consider approval of the minutes for the July 10, 16 and 28, 2018 City Council meetings
2. Consider Resolution 1707 ratifying the actions of the Hurst Crime Control and Prevention District Board
3. Consider Resolution 1708 adopting the City of Hurst Investment Policy
4. Consider authorizing the city manager to enter into a Purchase Agreement with Motorola Solutions to purchase portable radios and supplies for the police department and fire department
5. Consider authorizing the city manager to enter into a Software Assurance Agreement with Microsoft for products and services

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

6. Conduct a Public Hearing to consider adopting the Crime Control and Prevention District budget for fiscal year beginning October 1, 2018 and ending September 30, 2019
7. Consider Ordinance 2388, first reading, adopting the Crime Control and Prevention District budget for fiscal year beginning October 1, 2018 and ending September 30, 2019
8. Consider ordering the publication of the effective and rollback tax rates, including a proposed tax rate, to be published on August 18, 2018, in the “Fort Worth Star-Telegram” to comply with truth-in-taxation laws
9. Consider vote on the proposed tax increase for Fiscal Year 2018-2019

**ORDINANCE(S)**

10. Consider Ordinance 2389, first reading, amending Hurst Code of Ordinance, Chapter 2, Article X. Senior Citizens Advisory Board, Section 2-252, amending membership
11. Consider Ordinance 2390, first reading, amending Hurst Code of Ordinances, Chapter 2, Article IX. Neighborhood and Community Advisory Committee, restricting the composition of members, redefining the term of appointment and meeting schedule
12. Consider Ordinance 2391, first reading, amending Hurst Code of Ordinances, Chapter 24, Section 24-14 and 24-15 by renaming the Traffic Safety Commission and restating the duties, quorum, meeting dates, and staff liaison of the commission
13. Consider Ordinance 2392, first reading, amending Hurst Code of Ordinances, Chapter 5, Article IX, Section 5-354 – Historic Preservation Committee by amending the composition of members, restating meeting dates, quorum and staff liaison

**RESOLUTION(S)**

14. Consider Resolution 1709, amending the composition of the Hurst Economic Development Advisory Committee

**ACTION ITEM(S)**

15. Consider confirming the city manager's appointment of Mr. Karl Burge in Place 3 of the Civil Service Commission
16. Consider annual appointments to boards, commissions and committees
17. Consider authorizing the city manager to enter into an Agreement with Ash+Lime Services to create and produce community events
18. Consider authorizing the city manager to renew the current contract with Cigna to provide stop-loss insurance for the health plans, third party administration for the health plans and dental ASO plan, and fully insured dental HMO insurance for eligible full-time employees, retirees, and dependents effective 10/1/2018 through 9/30/2019
19. Consider authorizing the city manager to enter into a Contract with OptumHealth Financial Services, Inc. (Optum) to provide third party administration of the City's Health Reimbursement Account (HRA) and Flexible Spending Account (FSA)

20. Consider authorizing the city manager to enter into a Contract for construction of the Valley View Branch Sanitary Sewer Interceptor Replacement Improvements from State Highway 10 to Redbud
21. Consider authorizing the city manager to enter into an Engineering Services Contract with Thomas Hoover Engineering, LLC, for desitgn of the Sheri Lane Street Improvements from Reed Street to Cavender Drive
22. Consider authorizing the city manager to enter into an Engineering Services Contract with Bartlett & West, Inc., for the design of repairs to the Hurstview Drive Bridge at the north crossing of Lorean Branch

### **OTHER BUSINESS**

23. Review of board and committee meeting minutes:
  - ) Historical Landmark Preservation Committee
  - ) Parks and Recreation Board
  - ) Library Board
  - ) Hurst Senior Citizen's Advisory Board
24. Review of upcoming calendar items
25. 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**

**EXECUTIVE SESSION in Compliance with the Provisions of the Texas Open Meetings Law, Authorized by Tex. Government Code, 551.071, consultation with City Attorney regarding pending litigation in City of Hurst, Texas v. Baugus Properties, Inc., et. al., City of Hurst, Texas v. Metro Properties, Inc., et. al. and City of Hurst, Texas v. Carl A. Robinson Properties, Ltd., et.al, and 551.072 deliberate the purchase, exchange, lease, or value of real property (Animal Control Shelter) to reconvene in Open Session at the conclusion of the Executive Session**

26. Take any and all action ensuing from Executive Session

### **ADJOURNMENT**

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

This 10<sup>th</sup> day of August 2018, by 5:00 p.m., in accordance with Chapter 551, Texas Government Code.

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**This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (817) 788-7041 or FAX (817) 788-7054, or call TDD 1-800-RELAY-TX (1-800-735-2989) for information or assistance.**

**City of Hurst  
City Council Minutes  
Tuesday, July 10, 2018**

On the 10<sup>th</sup> day of July 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
Larry Kitchens	)	
Jon McKenzie	)	
Cathy Thompson	)	
Cindy Shepard	)	
Clay Caruthers	)	City Manager
Allan Heindel	)	Deputy City Manager
John Boyle	)	City Attorney
Rita Frick	)	City Secretary
Greg Dickens	)	Executive Director of Public Works
Clayton Fulton	)	Executive Director of Strategic and Fiscal Services
Steve Bowden	)	Executive Director of Economic Development
Michelle Lazo	)	Executive Director of Planning and Development
David Palla	)	Fire Chief
Kyle Gordon	)	Managing Director of Community Services

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 Larry Kitchens gave the Invocation.

The Pledge of Allegiance was given.

**PROCLAMATION(S)**

1. Proclamation recognizing City of Hurst Employees. Mayor Wilson presented the proclamation, recognizing City of Hurst Employees, to Building Inspection and Fire Inspection employees, and read an email from Hilton Garden Inn Hotelier Sanjiv Melwani, who expressed appreciation for their teamwork and diligence to meet construction deadlines and ensure the health and safety of customers.

**CONSENT AGENDA**

2. Considered approval of the minutes for the June 26 and 30, 2018 City Council meetings.
3. Considered 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. Considered authorizing the city manager to enter into a Contract with Ed's Electric Service for Citywide Electrical Services.
5. Considered authorizing the city manager to enter into an Interlocal Assistance Agreement for fire and explosion investigations.
6. Considered authorizing the city manager to enter into a contract with Tarrant County for Mutual Aid Services.

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

**ACTION ITEM(S)**

7. Considered 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.

Executive Director of Public Works Greg Dickens reviewed the proposed project for the design of the Precinct Line Road Elevated Storage Tank Chemical Feed and Monitoring System improvements. The project will install a control system, at the base of the tank that will automatically sense the chlorine residual in the tank and appropriately dose the water through an automated chemical feed system to increase the chloramine level in the tank. He explained the need to maintain the chlorine levels and how the flow of water affects the levels. Mr. Dickens reviewed the tank monitoring process and stated the proposed system will provide clean and higher quality water to customers without having to flush water, which is also lost revenue. He stated Deltatek has a lot of experience and staff recommends approval of the proposed contract. In response to Councilmembers' questions, Mr. Dickens stated this tank, historically, has had more problems and the project should be completed by summer 2019.

Councilmember Thompson moved to 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. Motion seconded by Councilmember McLendon. Motion prevailed by the following vote:

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

8. Considered 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.

Executive Director of Planning and Development Michelle Lazo reviewed the current site plan approved in January 2018. She stated the developer, Epic Real Estate Partners, asked to use an alternate plan to add a drive through to the building closest to Highway 26, as indicated in Plan B. Ms. Lazo stated the city attorney advised this could be an administrative approval through the city manager. City Manager Caruthers explained, occasionally, developers come to staff for administrative approval, if the changes are minor. He explained the time sensitivity issue for the developer and Mayor Wilson noted he spoke to the city attorney to ensure the City is adhering to the legal process.

Councilmember Shepard moved to 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. Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

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

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

Deputy City Manager Allan Heindel introduced Managing Director of Community Services Director Kyle Gordon who reviewed the proposed improvements and committee proposals to revise the concept plan, including entrances, second service gate and design, a padlock clasp, and name change on the sign from Parker Cemetery to Post Oak and Parker Cemetery. He reviewed the proposed walkway, the Texas Historic Commission medallion, the proposed amendments to the fence, historical portion of the fencing and proposed security requirements, including a sign package to guide visitors when they want to visit cemetery. Mr. Gordon reviewed the proposed design services for Davis & Davis Inc., for an amount not to exceed \$27,500, with a design time line of 90 to 120 days.

Councilmember Kitchens expressed appreciation to Kyle and the Historical Landmark Preservation Committee for efforts to bring the project forward and provided historical information regarding the Post Oak Cemetery established in 1850. He stated the cemetery is a historic site worthy of protection and preservation. Councilmember Kitchens also noted this is one phase of the project, and the Daughters of American Revolution, Nathaniel Mills Chapter, volunteered to transcribe tombstones and a detailed photographic record will be created.

Councilmember Kitchens moved to 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. Motion seconded by Councilmember McLendon. Motion prevailed by the following vote:

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

### **OTHER BUSINESS**

10. Council reviewed the following advisory board meeting minutes:
  - ) Library Board
  - ) Parks and Recreation Board
  - ) Senior Board
11. Review of upcoming calendar items – City Manager Clay Caruthers reviewed the following calendar items:
  - ) Tuesday, July 24, 2018 – Regular City Council meeting – canceled
  - ) Saturday, July 28, 2018 – City Council Multi-year Planning Meeting
  - ) Saturday, August 18, 2018 – Budget Work Session
12. City Council Reports - Items of Community Interest – No reports were given.

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

No one spoke.

### **ADJOURNMENT**

The meeting adjourned at 7:22 p.m.

**APPROVED** this the 14<sup>th</sup> day of August 2018.

**ATTEST:**

**APPROVED:**

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Rita Frick, City Secretary

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Henry Wilson, Mayor

**Minutes**  
**Hurst City Council**  
**Work Session**  
**Tuesday, July 10, 2018**

On the 10<sup>th</sup> day of July 2018, at 5:26 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
Larry Kitchens	)	
Jon McKenzie	)	
Cathy Thompson	)	
Cindy Shepard	)	
Clay Caruthers	)	City Manager
Allan Heindel	)	Deputy City Manager
John Boyle	)	City Attorney
Rita Frick	)	City Secretary
Greg Dickens	)	Executive Director of Public Works
Clayton Fulton	)	Executive Director of Strategic and Fiscal Services
Steve Bowden	)	Executive Director of Economic Development
Michelle Lazo	)	Executive Director of Planning and Development
David Palla	)	Fire Chief
Kyle Gordon	)	Managing Director of Community Services
Kristie Weaver	)	Parks Director

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 5:26 p.m.

**II. Informational Items**

City Manager Clay Caruthers advised Council the Employee Conference is scheduled for September 19 and 20, 2018.

) **Discussion of proposed Adopt-A-Park Program** – Deputy City Manager Allan Heindel introduced Parks Director Kristi Weaver, who reviewed the new Adopt-A-Park Program recently presented to the Parks and Recreation Board. She reviewed the proposed guidelines and scope of the program stating the Parks and Recreation Board recommended they proceed. Mayor Wilson suggested the Teen Court may be able to utilize the program. In response to Councilmembers’ questions, Ms. Weaver stated the program will be publicized on the website, social media and she would also work with the marketing team. Councilmember Kitchens also suggested the *Where We Live Magazine* include information regarding the program.

- ) **Discussion of Annual appointments to Boards, Commissions and Committees** – City Manager Clay Caruthers advised this is a calendar item to set a work session to discuss the mission statements, size, and scope of the boards, commissions and committees, and recommended July 16, 2018 at 5:00 p.m.

### **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.

Executive Director of Strategic and Fiscal Services Clayton Fulton briefed Council on the partnership this City has had with the North Central Texas Council of Governments (NCTCOG), for several years, in support of the Trinity Railway Express. He explained the annual contribution for Hurst is calculated based on ridership surveys at various TRE stops and the annual Hurst contribution is \$90,456.

### **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.

Deputy City Manager Allan Heindel briefed Council on the citywide electrical services contract, utilizing the City of Grand Prairie's Interlocal Purchasing Agreement. Mr. Heindel reviewed the types of lighting systems used in the City and the need for an electrical services contract. He stated Ed's Electric, has a twenty-year working relationship with the City and has a reputation for quality and timely workmanship.

### **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.

Fire Chief David Palla briefed Council on the benefits of the Interlocal Assistance Agreement for fire and explosion investigations and the Tarrant County for Mutual Aid Services Agreement stating the new agreements include minor revisions.

### **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.

Executive Director of Public Works Greg Dickens reviewed the water system structure noting the majority of water comes from the City of Fort Worth with two pressure plains, or

elevated tanks. He reviewed the water system maintenance and testing procedures and explained why the Precinct Line Road tank has more issues in the summer. Mr. Dickens stated the proposed project will help monitor the chlorine levels in the tank and prevent frequent system flushing. Mr. Dickens noted the lake turnover affects the taste and odor of the water and more well water is currently being pumped as a result of City well 9 being down.

## **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.

Executive Director of Planning and Community Development Michelle Lazo reviewed the proposed administrative approval for a site plan amendment to modify Z-17-04 Sprouts Crossing, a site plan for Lot 5, Block A, The Haven Addition, located at 200 Grapevine Highway. She stated the administrative approval, which the city attorney stated is allowed, is to permit a drive-thru for a restaurant site on the Highway 26 side of the development. She stated the speaker and pick-up window is on the opposite side from the residents. Mayor Wilson explained the developer needs the administrative approval to meet a construction timeline.

## **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.

Deputy City Manager Allan Heindel and Managing Director of Community Services Kyle Gordon briefed Council regarding the Agreement, with Davis & Davis, Inc., to provide design services for the Parker Cemetery Phase II Project, reviewed the site and phases of the project, and proposed improvements and design recommendations from the Historic Landmark Preservation Committee. In response to Councilmembers' questions, Councilmember Kitchens stated the proposed limited access is due to the historic and fragile nature of the cemetery.

Mayor Wilson expressed his desire to continue the communication process to build the cohesiveness of the Council and the possibility of utilizing a communication tool in future.

## **IX. Adjournment – The meeting adjourned at 6:25 p.m.**

**APPROVED** this the 14<sup>th</sup> day of August 2018.

**ATTEST:**

**APPROVED:**

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Rita Frick, City Secretary

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Henry Wilson, Mayor

**MINUTES  
HURST CITY COUNCIL  
SPECIAL SESSION  
THURSDAY, JULY 16, 2018**

On the 16<sup>st</sup> day of July 2018, at 5:00 p.m., the City Council of the City of Hurst, Texas, convened in Special Session at City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

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

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

**Call to Order** – Mayor Wilson called the meeting to order at 5:15 p.m.

The agenda items were discussed in the following order: Information Items, Agenda Item 2, then 1.

**1. Discussion of Boards, Commissions and Committee structure.**

Mayor and Council discussed possible amendments to boards, commissions, and committees. Discussed was the desire to provide greater opportunities for citizen participation, the need for additional communication and possible joint meetings, size, duties and composition of the various boards, commissions and committees. Council discussed the pros and cons of having Council and Ex-Officio Liaisons, Council Committees, staff liaisons to provide information and Chairperson responsibilities.

Mayor Wilson recessed the meeting at 6:28 p.m. and reconvened the meeting at 6:35 p.m.

**2. Consider appointments to Community Service Development Corporation and Crime Control District Board**

Councilmember McLendon moved to appoint the following individuals to the Community Services Development Corporation:

Place 1	Henry Wilson	Term Expires 2019
Place 2	Cathy Thompson	Term Expires 2019
Place 3	David Booe	Term Expires 2019
Place 4	Larry Kitchens	Term Expires 2020
Place 7	Dawn Jordan-Wells	Term Expires 2020

Motion seconded by Councilmember Thompson. Motion prevailed by the following vote:

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

Councilmember Kitchens moved to appoint the following individuals to the Crime Control District Board of Directors:

Place 1	David Booe	Term Expires 2019
Place 2	Larry Kitchens	Term Expires 2019
Place 3	Henry Wilson	Term Expires 2020
Place 4	Cathy Thompson	Term Expires 2020
Place 5	Bill McLendon	Term Expires 2020
Place 6	Jon McKenzie	Term Expires 2019
Place 7	Cindy Shepard	Term Expires 2020

Motion seconded by Councilmember Thompson. Motion prevailed by the following vote:

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

**Informational Items** – Items of Community Interest and review of City Council calendar of meetings.

City Manager Caruthers noted staff is considering different hours for the Fall Festival due to set-up challenges. Also, noted were conflicts with an August 7, 2018 proposed work session.

**ADJOURNMENT**

The meeting was adjourned at 7:49 p.m.

**APPROVED this the 14<sup>th</sup> day of August 2018.**

**ATTEST:**

**APPROVED:**

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

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

**Minutes  
Hurst City Council  
Work Session  
July 28, 2018**

On the 28<sup>th</sup> day of July 2018, at 7:40 a.m., the City Council of the City of Hurst, Texas, convened in a Work Session at Hurst Conference Center, 1601 Campus Drive, Hurst, Texas, with the following members present:

Henry Wilson	)	Mayor
David Booe	)	Mayor Pro Tem
Bill McLendon	)	Councilmembers
Jon McKenzie	)	
Cathy Thompson	)	
Cindy Shepard	)	
Larry Kitchens	)	
Clay Caruthers	)	City Manager
Allan Heindel	)	Deputy City Manager
Rita Frick	)	City Secretary
Steven Niekamp	)	Police Chief
Steve Bowden	)	Executive Director of Economic Development
Matia Messemer	)	Executive Director of Human Resources
David Palla	)	Fire Chief
Greg Dickens	)	Director of Public Works
Clayton Fulton	)	Executive Director of Fiscal and Strategic Services
Malaika Marion	)	Executive Director of Administration and Customer Services
Billy Keadle	)	Assistant Police Chief
Paul Brown	)	Managing Director of Finance
Joni Baldwin	)	Budget Director
Gini Connelly	)	GIS Manager

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

**Call to Order** – The meeting was called to order at 7:56 a.m.

1. City Council briefing, review, and discussion for multi-year planning including legislative discussion, preliminary FY 2018/19 budget review, budget issues and challenges and strategic priorities.

City Manager Clay Caruthers provided a brief overview of the planning agenda and expressed excitement for the opportunity to work with the Council through the planning process. He reviewed the City's strong financial position and outlined various future challenges.

Mayor Wilson provided an overview of key legislative issues presented at the recent Texas Municipal League Board of Directors meeting. Council discussed strategies for the need to make decisions based on what is good for the City. That what is good for one City, is not necessarily good for another City. Mayor Wilson reviewed the new slogan proposed by the Texas Municipal League "Our Home Our Decisions" and City Manager Caruthers reviewed how staff typically processes legislative items.

Executive Director of Strategic and Fiscal Services Clayton Fulton provided a brief overview of the City's Fund Accounting System including Governmental Funds, Proprietary Funds and Fiduciary Funds. He noted the General Fund and Enterprise Fund account for 80% of the City's annual operating costs. Mr. Fulton reviewed budget challenges and opportunities including economic challenges nationally, internationally and locally. Staff also reviewed preliminary fiscal year 2018-2019 budget options for Council discussion at the August 18<sup>th</sup> budget work session including a cost of living adjustment and supplemental budget item recommendations. Reviewed were changes in revenue sources, noting the continued decrease in court fines and loss from the senior tax freeze. Staff provided a summary of the July Certified Values, and reviewed tax rates, tax rate change to dollars, supplemental recommendations and recommendation to restore sales tax reserves.

Council discussed Hurst's tax rate history, sales tax revenue and economic conditions, and future impacts from possible legislation.

Mayor Wilson recessed the meeting at 9:55 a.m. and reconvened at 10:11 a.m.

City Manager Caruthers introduced Lewis McLain, who reviewed information regarding the structure, governance and control of the City's water and sewer system, including the stakeholders involved and state and federal regulations. Mr. McLain discussed the service cycle, ratemaking considerations, including infrastructure life cycle, customer class, weather factors, and the need to cover wholesale costs. Staff provided an overview of peak usage controls and the impact to the City's wholesale rate if not managed efficiently; noting wholesale costs have essentially doubled in the last seven to ten years. Staff reviewed area cities' rates, the true value proposition of a penny per gallon and the impact of a 1.5% rate increase.

Executive Director of Human Resources Matia Messemer provided a brief overview of employee compensation and benefits. Ms. Messemer noted the City offers very competitive benefits and reviewed the three-prong structure for retirement and strategies to maintain future costs. Staff spoke regarding the expectations of employees, the Good to Great philosophy and leadership development. Also reviewed were health care challenges, the city's health care structure and strategies to address rising costs.

Mayor Wilson recessed the meeting at 11:40 p.m. and reconvened a 12:07 p.m.

Deputy City Manager Allan Heindel provided a brief overview of the half-cent Community

Development Fund reviewing major factors impacting the multi-year financial plan ending balance. He explained the fund continues to perform well particularly regarding parks and recreation. City Manager Caruthers noted the fund is debt driven, and will remain in existence as long as the City is servicing the debt. Staff also briefed Council on the Anti-Crime half-cent sales tax fund, and the limited capacity available.

Executive Director of Strategic and Fiscal Services Clayton Fulton and Executive Director of Economic Development Steve Bowden provided an economic update and trends regarding sales tax and business growth in Hurst and nationally. Staff updated Council on Northeast Mall Management meetings and future redevelopment possibilities. Discussed were budget constraints for future economic development agreements and various types of agreements. City Manager Caruthers advised Council of legislative changes to the alcohol to food ratio sales requirements at the state level and the new state regulations will be presented to Council for consideration. Mr. Bowden discussed possible future redevelopment areas and noted that all, but two, of the catalytic areas in the redevelopment study have some type of current planning activity.

Mayor Wilson recessed the meeting at 1:32 p.m. and reconvened at 1:44 p.m.

City Manager Caruthers reviewed recent department reorganizations, which actively address the recommendation of the redevelopment plan. He noted the plan suggests a face of redevelopment and connection to the community, while also measuring statistics to help build coalitions with neighborhoods. He stated as part of the reorganization, GIS Manager Gini Connelly, who also has a background in planning, will be assisting the Planning Department. He introduced Gini, who provided a presentation of maps displaying statistical data, including capital improvements, code enforcement activity, CDBG Project areas, changing demographics and the mixed-use zoning overlay adopted in 2004. Discussion ensued regarding opportunities to utilize GIS tools in partnership with the newly restructured planning and code enforcement departments.

Assistant Police Chief Billy Keadle and Fire Chief David Palla briefed Council on public safety challenges and initiatives including homeless, DUI enforcement issues and changes in crime reporting, which may increase the crime rate statistics by two to three percent. Chief Palla noted the fire department's major issues involve staffing and financial concerns related to overtime and staffing requirements. Also discussed was a recent focus by the fire profession on cancer and the firefighting profession. Chief Palla stated the department is focusing on the importance of safety measures and proper equipment. Chief Palla also noted staff's desire for a future initiative to maintain the historical look of Fire Station 3, while remodeling the restrooms and adding a bay for taller apparatus. City Manager Caruthers noted a discussion with Chief Palla regarding shift schedules and overtime, and his belief the proposed budget will address some of the issues.

Executive Director of Public Works Greg Dickens provided a brief overview of street conditions and proposed street improvements with bond funds. He reviewed the recent street survey and ratings system noting methods available to maintain streets at an acceptable level. City Manager Caruthers noted the fiscal balance of keeping pace with infrastructure needs and redevelopment plans.

Executive Director of Customer Service and Administration Malaika Marion Farmer briefed Council on staff's development of a proposed brand refresh and outlined the overall communications philosophy, structure, audience and platform. City Manager Caruthers stated this was an item for a council work session as were the alcohol beverage ordinance, redevelopment tools and zoning, communications and marketing and Council brainstorming.

City Manager Caruthers noted a recent letter from the Bellaire Shopping Center General Manager regarding the Artisan requesting City support for the arts and the community through the Artisan Theatre. Staff met with Artisan representatives and the landlord of the Bellaire Shopping Center regarding possible assistance to allow time for visionary planning for the arts.

He stated staff will present this item to Council during budget discussions. Council discussed the need for the Artisan and to understand that any arts initiative is considered a community asset.

2. Informational Items – Items of Community Interest and review of City Council calendar of meetings. No items were presented.

**EXECUTIVE SESSION in Compliance with the Provisions of the Texas Open Meetings Law, Authorized by Government Code, 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 3:19 p.m. in compliance with the provisions of the Texas Open Meetings Law, authorized by Government Code, 551,072 deliberate the purchase, exchange, lease, or value of real property (Animal Control Shelter) and reconvened open session at 3:47 p.m.

**Adjournment** – The meeting adjourned at 3:48 p.m.

**APPROVED this the 14th day of August 2018**

**ATTEST:**

**APPROVED**

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

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

City Council Staff Report

SUBJECT: Consider Resolution 1707 ratifying the actions of the Hurst Crime Control and Prevention District Board

Supporting Documents:

Resolution 1707  
 Public Hearing Notices

Meeting Date: 8/14/2018  
 Department: Fiscal Services  
 Reviewed by: Clayton Fulton  
 City Manager Review:

Background/Analysis:

The Hurst Crime Control and Prevention District (CCPD) Board met tonight prior to the August 14, 2018 regular City Council meeting and held a hearing on the CCPD budget. The attached Resolution will ratify all actions taken by the Board at that meeting.

Funding and Sources and Community Sustainability:

Funding for the Proposed Anti-Crime Budget is provided primarily through the ½ cent anti-crime sales tax. The sales tax was approved by the voters through 2030. The use of this sales tax meets the Council's strategic priority of public safety and is consistent with the community's support for our Police Department.

Recommendation:

Staff recommends City Council approve Resolution 1707 ratifying all actions of the Hurst Crime Control and Prevention District Board taken on August 14, 2018.

RESOLUTION 1707

WHEREAS, the Hurst Crime Control District Board met August 14, 2018, and the City Council was present during such meeting, and fully concurs with all the action therein taken.

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

Section 1. THAT the actions of the Hurst Crime Control and Prevention District Board taken August 14, 2018, be and the same are hereby approved and ratified.

AND IT IS SO RESOLVED.

Approved this the 14<sup>th</sup> day of August 2018 by a vote of        to        .

ATTEST:

CITY OF HURST

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

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

Approved as to form and legality:

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

# **PUBLIC NOTICE**

## **Crime Tax Budget Hearing**

The Hurst Crime Control and Prevention District Board will hold a public hearing on August 14, 2018, at 5:00 p.m. The public hearing will be held at Hurst City Hall, 1505 Precinct Line Road. All Citizens are invited to attend and provide the board/city council with written and oral comments and ask questions concerning the 2018-2019 fiscal year budget for the Hurst Crime Control and Prevention District. The proposed budget can be inspected by the public from 8:00 a.m. until 5:00 p.m., Monday through Friday in the City Secretary's Office, 1505 Precinct Line Road, or at the Hurst Public Library, 901 Precinct Line Road during regular operating hours, or anytime on the City's website.

# **PUBLIC NOTICE CRIME TAX BUDGET HEARING**

THE HURST CITY COUNCIL WILL HOLD A PUBLIC HEARING ON AUGUST 14, 2018 AT 6:30 P.M. AT HURST CITY HALL, 1505 PRECINCT LINE ROAD. ALL CITIZENS ARE INVITED TO ATTEND AND PROVIDE THE CITY COUNCIL WITH WRITTEN OR ORAL COMMENTS AND QUESTIONS CONCERNING THE CITY'S PROPOSED CRIME TAX BUDGET. THE PROPOSED BUDGET CAN BE INSPECTED BY THE PUBLIC FROM 8:00 A.M. UNTIL 5:00 P.M., MONDAY THROUGH FRIDAY IN THE CITY SECRETARY'S OFFICE, AT HURST CITY HALL, OR AT THE HURST PUBLIC LIBRARY, 901 PRECINCT LINE ROAD, DURING REGULAR LIBRARY HOURS, OR ANYTIME ON THE CITY'S WEBSITE.

City Council Staff Report

SUBJECT: Consider Resolution 1708 to adopt the City of Hurst Investment Policy

Supporting Documents:

Resolution 1708

Meeting Date: 8/14/2018

Department: Fiscal Services

Reviewed by: Paul Brown

City Manager Review:

Background/Analysis:

Section 2256.005 Texas Government Code requires that the City Council shall review its investment policy and investment strategies not less than annually and the governing body shall adopt written instrument by rule, order, ordinance, or resolution, stating that it has reviewed the investment policy and investment strategies, and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

The investment strategies outlined in the policy are conservative and all securities are held until maturity. The policy's strategy is to ensure that cash flows are matched with adequate investment liquidity for all funds. The City's portfolio is invested with five (5) objectives; safety, liquidity, diversification, yield and public trust.

Funding Sources and Community Sustainability:

There is no fiscal impact.

The Investment Policy addresses the City Council's strategic priority of Leadership and links to the goal of Financial Sustainability in The Hurst Way. The Investment Policy establishes guidelines for responsibly managing the City's resources.

Recommendation:

City staff recommends the City Council approve the City of Hurst Investment Policy by Resolution 1708, as required by Section 2256.005, Texas Government Code.

RESOLUTION 1708

A RESOLUTION TO SET FORTH SPECIFIC INVESTMENT POLICY AND STRATEGY GUIDELINES, FOR THE CITY OF HURST, IN ORDER TO ACHIEVE THE GOALS OF SAFETY, LIQUIDITY, DIVERSIFICATION, YIELD, AND PUBLIC TRUST FOR ALL INVESTMENT ACTIVITY

WHEREAS, The City Council has reviewed the Investment Policy and Investment Strategies and has been advised by staff that the attached Investment Policy provides for maximum return on investment consistent with maximum security of public funds.

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

Section 1. THAT the attached document styled "City of Hurst Investment Policy, August 14, 2018" is hereby adopted as the Investment Policy of the City of Hurst.

AND IT IS SO RESOLVED.

Approved this the 14<sup>th</sup> day of August 2018 by a vote of            to            .

ATTEST:

CITY OF HURST

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

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

Approved as to form and legality:

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



# **CITY OF HURST**

## **INVESTMENT POLICY**

**August 14, 2018**

# **City of Hurst**

## **Investment Policy**

***IT IS THE POLICY***  
***of the CITY OF HURST***  
***to invest public funds in a manner***  
***which will provide the highest investment return***  
***with the maximum security***  
***while meeting the daily cash flow demands of the entity***  
***and conforming to all state/province and local statutes***  
***governing the investment of public funds.***

**Resolution 1708, August 14, 2018**

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# CITY OF HURST INVESTMENT POLICY

## **INTRODUCTION**

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Hurst in order to achieve the goals of **safety, liquidity, diversification, yield**, and **public trust** for all investment activity. The City Council of the City of Hurst shall review its investment strategies and policy not less than annually. This Policy serves to satisfy the statutory requirement of the “Public Funds Investment Act,” Chapter 2256 of the Texas Government Code (the “Act”), to define, adopt and review a formal investment strategy and policy.

## **INVESTMENT STRATEGY**

All funds under the City’s control are pooled for investment purposes. Specific investment strategies are utilized to address the unique characteristics of the fund groups, and investments are chosen consistent with the objectives of the strategies. The investment strategies are conservative. City-managed investments are held to maturity. All investment strategies are designed and managed in a manner responsive to the public trust and consistent with Local and State law, Section 2256.005(d).

**Operating Funds.** The primary investment strategy for governmental, proprietary and special revenue operating funds is to assure that anticipated cash flows are matched with adequate investment liquidity. The second strategy is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short term investments. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity dates of each investment.

**Debt Service Funds.** Investment strategies for debt service funds shall have as the primary strategy the assurance of investment liquidity adequate to cover the debt service obligations on the required payment dates. Investments purchased shall not have a stated final maturity date which exceeds the various debt service payment dates.

**Debt Service Reserve Funds.** Investment strategies for debt service reserve funds shall have as the primary strategy the ability to maintain the appropriate principal amount of reserves required to satisfy bond ordinances specific to an individual issue. Investments shall be of high quality, with short to intermediate term maturities. Interest earnings on reserve funds may be used for any lawful purpose.

**Capital Projects Funds.** Investment strategies for capital project fund portfolios will have as their primary strategy to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in stable value, highly liquid investments (e.g. constant dollar pool, money market mutual fund) to allow for flexibility and unanticipated project outlays. The stated final maturity dates of investments held should not exceed the estimated project completion date. Interest earnings shall be deposited to the Capital Project Funds.

**Special Project and Special Purpose Funds.** Investment strategies for Special Project and Special Purpose Funds utilized for non-recurring capital outlay and infrastructure improvements are to assure that anticipated cash flows are matched with adequate investment liquidity. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity dates of each investment.

**SCOPE**

This Investment Policy applies to all financial assets of the City. These funds are accounted for in the City of Hurst's Comprehensive Annual Financial Report and include: General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Special Project and Purpose Funds, Enterprise Funds, Internal Service Funds and any new fund created by the City Council or staff, unless specifically exempted. The funds of the Hurst Community Services Development Corporation and the Hurst Crime Control and Prevention District are invested according to this Policy.

**OBJECTIVES**

The City shall manage and invest its cash with five objectives, listed in order of priority. The safety of the principal invested always remains the primary objective.

**Safety.** The foremost objective of the City's investment activity is the preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to control the risk of capital loss by investing in securities or other investments of the highest quality. The Investment Officers shall understand the suitability of the investments to the financial requirements of the City.

**Liquidity.** The City's investment portfolio shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements, by investing in securities with active secondary markets (e.g., U.S. Treasury, Agency, and Instrumentality securities of limited maturity), eligible money market mutual funds, depository bank money market cash disbursement accounts, and local government investment pools. The marketability of the

investment shall be considered if the need should arise to liquidate the investment before maturity.

**Diversification.** Diversification of investments through the avoidance of over concentration of assets in a specific maturity sector and over concentration by investment type are major factors in controlling investment risk.

**Yield.** The City's cash management portfolio shall be designed with the objective of regularly meeting or exceeding the average rate of return on three-month U.S. Treasury Bills. This is considered a minimum standard for the portfolio's rate of return. The Investment program shall seek to augment returns above this threshold consistent with prudent investment principles.

**Public Trust.** All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investments shall be made with judgment and care, under prevailing circumstances which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of capital as well as the probable income to be derived.

<b><i>RESPONSIBILITY AND CONTROL</i></b>
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**City Council.** The City Council shall review investment reports and staff recommendations regarding the Investment Policy and procedures.

**Finance and Investment Committee.** The City Manager shall appoint a five member staff Finance and Investment Committee to administer and monitor the investment policies and procedures. The Managing Director of Finance will chair this committee. The committee shall meet monthly to determine operational strategies and to monitor results. The committee shall include in its deliberations such topics as: economic outlook, portfolio diversification, maturity structure, potential risk to the City's funds, authorized brokers and dealers, and the target rate of return for the investment portfolio. The Finance and Investment Committee shall establish strategies and guidelines for the percentage of the total portfolio that may be invested in securities and conduct a quarterly review of these guidelines.

**Delegation of Authority.** Authority to manage the City's investment program is derived from a resolution of the City Council, and no persons may engage in an investment transaction except as provided in the terms of this Policy. The Managing Director of Finance is designated as the Primary Investment Officer of the City and is authorized to engage in investment activities. The Managing Director of Finance is authorized to delegate to appropriate Finance Department staff (also known as the "Acting Investment Officer") certain investment duties consistent with this and other City policies. The Managing Director of Finance is responsible for investment decisions with the Finance

and Investment Committee members ultimately responsible for all transactions undertaken. The Investment Officers and other members of the Finance and Investment Committee, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that deviations from expectation are reported immediately upon knowledge of the deviation, and that appropriate action is taken to control adverse developments.

Investment Officers shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively. The standard of prudence to be used by Investment Officers shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio.

### **Training**

The Investment Officer(s) must attend at least a 10 hour training session relative to their responsibilities under the PFIA within 12 months after taking office or assuming duties. In addition, each must receive not less than 8 hours of instruction biennially. The training provider must be an independent source approved by the Finance and Investment Committee.

**Internal Controls.** The Managing Director of Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

The Managing Director of Finance shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- A. Control of collusion.
- B. Separation of transaction authority from accounting and record keeping.
- C. Custodial safekeeping
- D. Avoidance of physical delivery of securities.
- E. Clear delegation of authority to subordinate staff members.
- F. Written confirmation for telephone (voice) transactions for investments and wire transfers.

As part of the annual audit, the independent auditor must formally review the quarterly investment reports prepared to comply with Section 2256.023 of the Texas Government Code and, as part of the annual audit, report the results of that review to the City Council.

**Ethics and Conflict of Interest.** Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. The Investment Officer who is related to, or has a personal business relationship with an entity or individual seeking to sell an investment to the City shall file a statement disclosing that personal business interest with the Texas Ethics Commission and the City Council.

## **REPORTING**

**Monthly Reporting.** The Managing Director of Finance shall submit a monthly investment report that summarizes investments by type, maturity date, and financial institution.

**Quarterly Reporting.** The Managing Director of Finance shall submit a signed quarterly investment report, jointly prepared and signed by all Investment Officers, that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment types, maturities, risk characteristics, and shall explain the total investment return for the quarter.

Methods: The quarterly investment report shall provide a status of the current investment portfolio and transactions made over the last quarter. The report will be provided to the City Manager and City Council and include the following:

- A. A listing of individual investments held at the end of the reporting period.
- B. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market price is the net selling price of securities as quoted by a recognized market pricing source quoted on the valuation date.
- C. Additions and changes to the market value during the period and fully accrued interest for the reporting period.
- D. Average weighted yield to maturity of portfolio on City investments as compared to applicable benchmark.
- E. Listing of investments by maturity date, by type of asset and fund type.
- F. The percentage of the total portfolio that each type of investment represents.
- G. A statement of compliance of the City's investment portfolio with State law and the investment strategy and Policy approved by the City Council.
- H. Listing of credit rating for investment pools.

**Annual Report.** Within 60 days of the end of the fiscal year, the Managing Director of Finance shall present an annual report on the investment program and investment activity.

**Portfolio Benchmark.** The average stated rate of return and the weighted average maturity of the City's investment portfolio are hereby adopted as the portfolio's performance measurement standards.

<b><i>INVESTMENT PORTFOLIO</i></b>
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Assets of the City of Hurst may be invested in the following instruments, provided, however, that at no time shall investments be made in any instrument or security not authorized for investment under the Act, as the Act may from time to time be amended.

**Authorized Investments**

- A. Obligations of the United States of America, its agencies and instrumentalities, limited to, U.S. Treasury Bills and Notes, FHLB, FNMA, FFCB, FAMCA, and FHLMC.
- B. Direct obligations of the State of Texas and agencies thereof.
- C. Other obligations, limited to those where the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the State of Texas or the United States of America or their respective agencies and instrumentalities.
- D. Obligations of the States, agencies thereof, Counties, Cities, and other political subdivisions of any state having been rated as investment quality by a nationally recognized investment rating firm, and having received a rating of not less than "A" or its equivalent.
- E. Deposits in financial institutions with a main office or branch in Texas, guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, backed by a Letter of Credit issued by a federal agency or instrumentality or surety bond issued by a properly rated insurance company, or collateralized as defined in the Safekeeping and Custody section of this Policy. In addition, Certificates of Deposit obtained through a depository institution that has its main office or a branch office in Texas and that contractually agrees to place the funds in federally insured depository institutions in accordance with the conditions prescribed in Section 2256.010(b) of the Act are authorized investments.
- F. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities deposited with a third party custodian selected by the Managing Director of Finance. Repurchase agreements must be purchased

through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. Each counter-party to a repurchase transaction is required to sign a mutually agreeable form of Master Repurchase Agreement. An executed copy of the Agreement must be on file before the City will enter into any transactions with a counter party. Reverse repurchase agreements will not be entered into by City Investment Officers.

- G. Money market mutual funds regulated by the Securities & Exchange Commission with dollar weighted average portfolio maturity of 90 days or less, that fully invest dollar-for-dollar all City funds without sales commissions or loads; whose investment objectives include seeking to maintain a stable net asset value of \$1 per share, and that are categorized as a "Treasury" or "Government" money market mutual fund. Money market mutual funds must provide a prospectus and other information required by the Securities Exchange Act of 1934. The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund. Investments in any one of such funds shall be limited to 20% of the City's entire portfolio with the exception of a 20 business day grace period for unusual cash flow fluctuations.
  
- H. Eligible Investment Pools which invest in instruments and follow practices allowed by current law as defined in Section 2256.016 of the Texas Government Code provided that:
  - (1) investment in the particular pool has been authorized by the City Council;
  - (2) the pool shall have furnished the Investment Officer an offering circular containing the information required by Section 2256.016(b) of the Texas Government Code;
  - (3) the pool shall furnish to the Investment Officer investment transaction confirmations with respect to all investments made with it;
  - (4) the pool shall furnish to the Investment Officer monthly reports that contain the information required by Section 2256.016(c) of the Texas Government Code;
  - (5) the pool's investment objectives shall be to maintain a stable net asset value of one dollar (\$1) and may have a weighted average maturity no greater than 90 days.
  - (6) whose investment philosophy and strategy are consistent with this Policy and the City's ongoing strategy;
  - (7) the pool provides evidence of credit rating no lower than "AAA" or "AAA-m" by at least one nationally recognized credit rating service, and;
  - (8) investments in any one of such pools shall be limited to 20% of the City's entire portfolio with the exception of a 20 business day grace period for unusual cash flow fluctuations.

- I. Other securities or obligations will be presented to the City Council for approval after recommendation by the Finance and Investment Committee.

## **Unauthorized Investments**

The City's authorized investment alternatives are more restrictive than those allowed by State law. The City prohibits investments in banker's acceptances, commercial paper and all collateralized mortgage obligations. State law specifically prohibits investment in the following investment securities.

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pay no principal.
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- C. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
- D. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

This Policy prohibits investments in options, financial futures contracts, and day trading of long term securities.

The City is not required to liquidate investments that were authorized investments at the time of purchase.

The City shall take prudent measures to liquidate any investment that loses its required minimum rating.

## **Holding Period**

The City intends to match the holding periods of investment funds with liquidity needs of the City. In no case will the average maturity of investments of the City's operating funds exceed one year with no individual maturity exceeding two years. The maximum final stated maturity of any investment shall not exceed two years except that assets held in capital project and reserve funds may be invested in maturities up to five years with special approval by the Finance and Investment Committee.

## **Competitive Selection of Investment Instruments**

Before an Investment Officer invests any surplus funds, a competitive "quote" process shall be conducted. If a specific maturity date is required either for cash flow purposes or for conformance to maturity guidelines, offerings will be requested for instruments

which meet the maturity requirement. If no specific maturity is required, the best value available within the time constraints of the Investment Policy will be selected. Offers will be requested from financial institutions and/or broker/dealers for various investment alternatives with regard to term and instrument. Offerings for investment alternatives, including Certificates of Deposit, may be solicited orally, in writing, electronically, or in any combination of those methods. The current interest rates of other approved investment alternatives will be considered. Primarily, the City will accept offers which provide the highest rate of return within the maturity required and within the parameters of this Policy.

### **Risk and Diversification**

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications temporarily reducing liquidity. Risk is controlled through portfolio diversification which shall be achieved by the following general guidelines:

- A. Risk of issuer default is controlled by limiting investments to those instruments allowed by the Act, which are described herein.
- B. Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average and final maturity, and avoidance of over-concentration of specific instruments.
- C. Risk to liquidity due to technical complications shall be controlled by maintaining minimum bank, pool, and money market mutual fund balances, and diversifying the selection of securities dealers.

<b><i>SAFEKEEPING AND CUSTODY</i></b>
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**Collateralization.** All financial institution deposits of City funds shall be insured, enhanced, or collateralized consistent with State law. In order to anticipate market value changes and provide a level of security, the collateralization level will be equal to or greater than 102% of market value of principal and accrued interest. Evidence of the pledged collateral shall be maintained by the Managing Director of Finance or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement, and collateral shall be valued daily. Collateral shall be reviewed at least monthly to assure that the market value of the pledged securities is adequate. The City reserves the right to accept or reject any security as collateral for its deposits or repurchase agreements. Since market value change is not anticipated, the stated amount of any Letter of Credit will be equal to or greater than 100% of principal plus projected accrued interest. The City reserves the right, in its sole discretion, to accept or reject any form of insurance, enhancement, or collateralization.

Financial institutions serving as depositories will be required to sign a depository agreement with the City. The collateralized deposit portion of the agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall

establish a perfected security interest in compliance with Federal and State regulations, including:

- 1) The agreement must be in writing;
- 2) The agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- 3) The agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- 4) The agreement must be part of the Depository's "official record" continuously since its execution.

**Collateral Substitution.** Collateralized certificates of deposit and depository institution deposit accounts often require substitution of collateral. Any financial institution requesting substitution must contact the Investment Officer for approval and settlement. The substituted security's value will be calculated and substitution approved if its value is equal to or greater than the required security level. The Investment Officer, or a designee, must provide written notification of the decision to the bank or the safekeeping agent holding the security prior to any security release. Substitution is allowable for all transactions, but should be limited, if possible, to minimize potential administrative problems and transfer expense.

**Custodial Agreement.** Collateral pledged to secure deposits of the City shall be held by a custodian institution in accordance with a Custodial Agreement which clearly defines the procedural steps for gaining access to the collateral should the City determine that the City's funds are in jeopardy. The custodian, shall be the Federal Reserve Bank, Bank of New York Mellon, or an institution approved by the City and not affiliated with the firm pledging the collateral. With the exception of the Federal Reserve Bank, the custodial agreement shall include the signatures of authorized representatives of the City, the firm pledging the collateral, and the custodian.

**Collateral Defined.** The City shall accept only the following securities as collateral:

- A. FDIC insurance coverage.
- B. A bond, bill, certificate of indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States.
- C. Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas.
- D. A bond of the State of Texas or a county, city or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency with a remaining maturity of ten years or less.
- E. Obligations of the United States of America's agencies and instrumentalities, limited to: FHLB, FNMA, FFCB, FAMCA and FHLMC.
- F. Letters of Credit issued by an agency or instrumentality of the United States.

**Subject to Audit.** All collateral shall be subject to inspection and audit by the Managing Director of Finance or the City's independent auditors.

**Delivery vs. Payment.** All investment securities shall be purchased using the delivery vs. payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the safekeeping agent. The security shall be held in the name of the City and held on behalf of the City. The safekeeping agent's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City. Investment pool funds, financial institution deposits, and mutual funds are exceptions to the delivery vs. payment method.

### **SELECTION OF BANKS, ADVISERS AND BROKER/DEALERS**

**Depository.** A qualified depository shall be selected through the City's banking services procurement process, which is consistent with State law. The selection of a depository shall be based on the financial institution offering the most favorable terms and conditions at the least cost, while adhering to the guidelines and provisions within the request for proposal. In selecting a depository, the City shall give consideration to the financial institution's credit characteristics, financial history, service capabilities, and costs for required services. The City Council may adopt a written policy permitting applications from a bank, credit union, or savings association not located within the City, after taking into consideration what is in the best interest of the City.

**Certificates of Deposits.** Banks seeking to establish eligibility for the City's competitive certificate of deposit purchase program shall submit for review financial statements, evidence of federal insurance and other information as required by the Managing Director of Finance.

**Selection of Broker/Dealers.** Selection will be performed by the Finance and Investment Committee, and at least annually, the Committee will review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City. Broker/Dealers shall provide timely transaction confirmations. Prospective Broker/Dealers shall provide financial and other information as requested by the Managing Director of Finance sufficient to evaluate their fiscal condition and ability to service the City. Criteria to evaluate Broker/Dealers are as follows:

1. Adherence to the City's policies and strategies;
2. Investment performance and transaction pricing;
3. Responsiveness to the City's request for service, information and open communication;
4. Understanding of the inherent fiduciary responsibility of investing public funds, and;

5. Similarity in philosophy and strategy with the City's objectives.

**Investment Advisers.** Investment Advisers shall adhere to the spirit, philosophy and specific term of the Investment Policy and shall invest within the same "Objectives."

The Finance and Investment Committee shall recommend selection of Investment Advisers. The Investment Officer shall establish criteria to evaluate Investment Advisers, including:

1. Adherence to the City's policies and strategies;
2. Investment strategy recommendations within accepted risk constraints;
3. Responsiveness to the City's request for services, information and open communication;
4. Understanding of the inherent fiduciary responsibility of investing public funds; and
5. Similarity in philosophy and strategy with the City's objectives.

Selected Investment Advisers must be registered under the Investment Advisers Act of 1940 or with the State Securities Board. A contract with an Investment Adviser may not be for a term longer than two years and any contract, renewal, or extension must be approved by the City Council.

**Approved Institutions, Advisers and Broker/Dealers.** Broker/Dealers, investment advisers, or other institutions eligible to transact investment business with the City shall be presented a written copy of this Investment Policy. Additionally, the qualified representative seeking to transact investment business shall execute a Certification as shown in Appendix "A" or a Certification similar in form, to the effect that the qualified representative has:

1. received and thoroughly reviewed this Investment Policy;
2. acknowledged that their organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City;
3. supplied audited financial statements;
4. supplied proof of Financial Industry Regulatory Authority certification;
5. supplied proof of state registration, and;
6. completed broker/dealer questionnaire.

All broker/dealers shall provide the City with references from Public entities which they are currently serving.

<b><i>INVESTMENT POLICY ADOPTION</i></b>
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The Investment Policy shall be adopted by resolution of the City Council. The Policy shall be reviewed for effectiveness on an annual basis by the Finance and Investment Committee and any modifications will be recommended for approval to the City Council.



## GLOSSARY

**AGENCIES:** Federal agency and instrumentality securities.

**ASKED:** The price at which securities are offered.

**BANKERS' ACCEPTANCE (BA):** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

**BID:** The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See **OFFER**.

**BROKER:** A broker brings buyers and sellers together for a commission.

**CERTIFICATE OF DEPOSIT (CD):** A time deposit with a specific maturity evidenced by a certificate.

**COLLATERAL:** Securities, evidence of deposit, or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

**COMMERCIAL PAPER:** Short-term, unsecured promissory notes issued by corporations to finance short-term credit needs.

**COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR):** The official annual report for the City of Hurst, which is prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive

introductory material, and a detailed Statistical Section.

**COUPON:** (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

**CUSIP:** A unique security identification number assigned to securities maintained and transferred on the Federal Reserve and other book-entry systems.

**DEALER:** A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**DEBENTURE:** A bond secured only by the general credit of the issuer.

**DELIVERY VERSUS PAYMENT:** There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities prior to exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

**DEPOSITORY:** The bank selected by the City to provide primary depository services.

**DISCOUNT:** When the purchase price of a security is less than its par, or face value, the security is selling at a discount. A security selling below original offering price shortly after sale also is considered to be at a discount.

**DISCOUNT SECURITIES:** Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

**DIVERSIFICATION:** Dividing investment funds among a variety of investments, issuers, and maturities.

**FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC):** A federal agency that insures bank deposits, currently up to \$250,000 per deposit.

**FEDERAL FUNDS RATE:** The rate of interest at which Fed funds are traded. The target for this rate is currently set by the Federal Reserve through open-market operations.

**FEDERAL FARM CREDIT BANK (FFCB):** The Farm Credit system supports agricultural loans. It has consolidated the financing programs of several related farm credit agencies, providing a variety of credit services to the American agricultural community.

**FEDERAL HOME LOAN BANKS (FHLB):** The institutions that regulate and lend to member financial institutions. Functioning as a credit reserve system, it facilitates extension of credit through its owner-members.

**FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC or Freddie Mac):** A stockholder-owned corporation that provides a continuous flow of funds to mortgage lenders primarily through developing and maintaining an active, nationwide secondary market in various mortgages.

**FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA):** A stockholder-owned corporation that provides a continuous flow of funds to mortgage lenders primarily through developing and maintaining an active, nationwide secondary market in conventional residential mortgages. It is the largest single provider of residential mortgage funds in the United States. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

**FEDERAL OPEN MARKET COMMITTEE (FOMC):** Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

**FEDERAL RESERVE SYSTEM:** The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

**GOVERNMENT AGENCY ISSUE:** Debt securities issued by government-sponsored enterprises and federal agencies. Such issues are not direct obligations of the Treasury and may involve government sponsorship or guarantees.

**INVESTMENT ADVISERS:** Advisers who have extensive experience, especially with fixed income securities, to provide certain services related to the investment of City funds.

**LIQUIDITY:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

**MARKET VALUE:** The price at which a security is trading and could presumably be purchased or sold.

**MASTER REPURCHASE AGREEMENT:** A written contract covering all future transactions between the parties to repurchase and reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MONEY MARKET:** The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

**MUTUAL FUNDS:** Mutual fund providers are investment companies that sell shares to investors, offering investor diversification and professional portfolio management. Prices fluctuate with the performance of the fund. Money market

mutual funds invest in short term securities.

**OFFER:** The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See **ASKED** and **BID**.

**OPEN MARKET OPERATIONS:** Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

**PAR:** The value of a security as expressed on its face (face value) without consideration of a discount or premium.

**PORTFOLIO:** Collection of securities held by an investor.

**PREMIUM:** The price that a security demands over its par value.

**PRIMARY DEALER:** A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) -registered securities broker-dealers, banks, and a few unregulated firms.

**PRUDENT PERSON RULE:** An investment standard. In some states the

law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state - the so-called legal list. In other states, the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

**RATE OF RETURN:** The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

**RATING:** A formal opinion by an outside professional service on the credit reputation of an issuer and the investment quality of its securities. This opinion is expressed in letter values, e.g. AA.

**REPURCHASE AGREEMENT (RP OR REPO):** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use REPO extensively to finance their positions. Exception: When the Fed is said to be doing REPO, it is lending money that is, increasing bank reserves.

**SAFEKEEPING:** A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held by the bank for protection.

**SECONDARY MARKET:** A market made for the purchase and sale of

outstanding issues following the initial distribution.

**SECURITIES AND EXCHANGE COMMISSION:** Agency created by Congress to protect investors in securities transactions by administering securities legislation.

**TREASURY BILLS:** A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

**TREASURY BOND:** Long-term U.S. Treasury securities having initial maturities of more than 10 years.

**TREASURY NOTES:** Intermediate term coupon bearing U.S. Treasury securities having initial maturities from one to ten years.

**U.S. GOVERNMENT SECURITIES:** Various types of marketable securities issued by the U.S. Treasury, agencies and instrumentalities, including bills, notes, and bonds. Such securities are direct obligations of the U.S. Treasury or its agencies and instrumentalities and differ mainly in the length of their maturity.

**WEIGHTED AVERAGE LIFE:** The weighted average life refers to the average amount of time that will elapse from the date of a security's issuance until each dollar of principal is repaid to the investor.

**YIELD:** The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for

the security. (b) **NET YIELD or YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into a Purchase Agreement with Motorola Solutions to purchase portable radios and supplies for the police department and fire department

Supporting Documents:

Motorola Quotes (HGAC RA05-15 Pricing)  
 Tarrant County 911 Radio Assistance Program Allocation  
 Justice Assistance Grant Allocation

Meeting Date: 8/14/2018  
 Department: Police  
 Reviewed by: Billy Keadle  
 City Manager Review:

Background/Analysis:

The City of Hurst Police Department is requesting the purchase of 12 Motorola portable radios for tactical officers. Currently, tactical officers are using larger, more expensive models, with unnecessary features. The smaller, less expensive, replacements will be easier for tactical officers to carry and utilize. The current tactical radios will be utilized in various locations in the department and as replacements.

The request also includes 12 additional Motorola radio batteries for the police department and fire department. The batteries will be utilized as inventory backups, enabling quicker replacement of broken items.

The total purchase is \$39,329.40.

Funding Sources and Community Sustainability:

In support of the City Council's Public Safety strategic priority, purchasing the radios and supplies will help ensure the Police Department continues to provide excellent and responsive services to the community. Two of The Hurst Way's components, Financial Sustainability and Public Service, provided the filter for determining the cost and benefits of the purchase. Funding is available in the Police Grant Fund.

Tarrant County 911 District (\$30,898) and FY2015 Justice Assistance Grant (\$11,197) funds provide reimbursement for the purchase.

Recommendation:

Staff recommends the City Council authorize the city manager to enter into a Purchase Agreement with Motorola Solutions, for the purchase of portable radios and supplies, for a total amount not to exceed \$39,500



Quote Number: QU0000444266

Effective: 21 JUN 2018

Effective To: 20 AUG 2018

**Bill-To:**

HURST, CITY OF  
1501 PRECINCT LINE RD  
HURST, TX 76054  
United States

Attention:

**Name:** Billy Keadle  
**Email:** bkeadle@hursttx.gov

Sales Contact:

**Name:** Bobby Thompson  
**Email:** bthompson@Crosspointcomm.com  
**Phone:** 469-236-3743

**Request For Quote:** APX4000 PORTABLE PD  
**Contract Number:** HGAC  
**Freight terms:** FOB Destination  
**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	12	H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORTABLE	\$1,963.00	\$1,472.25	\$17,667.00
1a	12	QA05100AA	ENH:STD WARRANTY APPLIES-NO SFS	-	-	-
1b	12	QA04865AA	ADD: TWO KNOB CONFIGURATION	-	-	-
1c	12	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SIN	\$1,570.00	\$1,177.50	\$14,130.00
1d	12	QA00580AF	ADD: TDMA OPERATION	\$450.00	\$337.50	\$4,050.00
2	12	NNTN8128BR	BATT IMPRES LIION 2000T	\$102.00	\$81.60	\$979.20
3	1140	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$1,140.00

(Notes)PROGRAMMING

**Total Quote in USD**

**\$37,966.20**

**HGAC CONTRACT RA05-15 PRICING**

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



Quote Number: QU0000445871  
Effective: 11 JUL 2018  
Effective To: 09 SEP 2018

**Bill-To:**

HURST, CITY OF  
1501 PRECINCT LINE RD  
HURST, TX 76054  
United States

**Attention:**

**Name:** Randy Gardner  
**Phone:** 817-788-7127

**Sales Contact:**

**Name:** Bobby Thompson  
**Email:** bthompson@Crosspointcomm.com  
**Phone:** 469-236-3743

**Contract Number:** HGAC  
**Freight terms:** FOB Destination  
**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	12	NNTN8092A	BATT IMP FM R LI ION 2300M 2350T BLK	\$142.00	\$113.60	\$1,363.20

**Total Quote in USD**

**\$1,363.20**

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



## Tarrant County 9-1-1 District

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October 1, 2017

Melanie Freeman, Communications Manager  
Hurst Emergency Communications Center  
1501 Precinct Line Rd.  
Hurst, Texas 76054

Dear Melanie:

On behalf of the Board of Managers of the Tarrant County 9-1-1 District, I am pleased to announce the continuation of the Radio Assistance Program. A complete Policy Manual is available on the District's website; [www.tc911.org](http://www.tc911.org), under the What We Do/Regional Radio System tab. Some highlights are listed below:

- The District will provide reimbursement for Allowable Expenses subject to availability of funds, entity allocations and annual appropriation.
- Allowable Expenses are determined by the District Board of Managers and reviewed annually.
- In compliance with applicable State laws, this is a prospective policy.
- No previously purchased items or services will be considered for reimbursement. (Current year billing of multi-year contracts will be considered on a case-by-case basis)
- All expenses must be approved by the District, in advance, to receive reimbursement.
- Entities must submit an *Application for Funding* consisting of the expenditures they are requesting.
- All applications must be received by **June 30, 2018**.
- The deadline to submit the *Reimbursement Request* is **August 31, 2018**.
- Allocations are approximately seven (7) percent larger than last year's, due to a one-time rollover of funds.
- Your agency's budgeted allocation for FY2018 is \$ 30,898 .

This year, I will be acting as the program administrator. Please address any questions directly to me at 817-820-1177 or [Assistance@tc911.org](mailto:Assistance@tc911.org).

Sincerely,

Travis Trevino  
Implementation Specialist

**Monthly Request for Reimbursement (RFR)  
 FY 2015 Justice Assistance Grant  
 2015-DJ-BX-0699**

**Submit to:** Fort Worth Police Department  
 Angela Miller  
 505 W. Felix St  
 Fort Worth, TX 76115

**Submitting Agency:** City of Hurst Police Department  
**Agency Contact Name:** Kenya Meza  
**Phone Number:** 817-788-7131  
**Email:** kmeza@hurstx.gov  
**Invoice Number:** N/A

**Period covered by this request:** 7/01/18 to 7/31/18  
mm/dd/yy mm/dd/yy

Budget Category	A	B	C	D	E
	Budget Amount	Total of Previous Reimbursements Requested	This Request	(B+C) Total Requested	(A-D) Balance Available
1 Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
2 Fringe	\$ -	\$ -	\$ -	\$ -	\$ -
3 Travel	\$ -	\$ -	\$ -	\$ -	\$ -
4 Equipment	\$ 11,197.00	\$ -	\$ -	\$ -	\$ 11,197.00
5 Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
6 Construction	\$ -	\$ -	\$ -	\$ -	\$ -
7 Consultants/Contracts	\$ -	\$ -	\$ -	\$ -	\$ -
8 Other-Direct Cost	\$ -	\$ -	\$ -	\$ -	\$ -
9 Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Programmatic Costs</b>	<b>\$ 11,197.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,197.00</b>

**Please Attach:**

1. Attach invoices and the receipts on all expenditures
2. For Personnel Cost, include copies of signed times sheets
3. Include a copy of your agency's general ledger showing the expenditures being requested in this reimbursement
4. Attach a copy of the Vendor Form
5. Attach a copy of Monthly Performance Report

**Summary:**

Total Budget:	\$ 11,197.00
Previous Requests:	\$ -
This Request:	\$ -
Total Spent:	\$ -
Balance left in grant:	\$ 11,197.00

*I have reviewed this request and certify that the listed expenses are accurate and are chargeable to the 2015-DJ-BX-0699*

Fiscal Agent Use Only		
Fund	Account	Center

08/06/2018

Sub Recipient's Authorized Official

Date

Chief of Police  
 Title

**Remit to address:**  
 Hurst Police Department  
 Kenya Meza  
 825 Thousand Oaks Drive  
 Hurst, TX 76054

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into a Software Assurance Agreement with Microsoft for products and services

Supporting Documents:

Meeting Date: 8/14/2018  
Department: Community Services  
Reviewed by: Allan Heindel  
City Manager Review:

Background/Analysis:

The City has had continued success with Microsoft products and services for daily operational needs. These services are Microsoft Office (Word, Excel, PowerPoint, and Outlook), Microsoft Exchange for citywide e-mail, and Microsoft Azure, which supports these services.

Microsoft offers these products through a three-year software assurance contract. The City has been successfully utilizing this type of contract since 2012. The contract allows the City to secure a discounted rate for licensing fees, and pay for those licenses over a three-year period instead of incurring the costs upfront. This solution, because of the discount, is cheaper than purchasing the licenses direct and guarantees the City has access to the latest version of Microsoft's products and services.

The total estimated annual cost is \$63,000. The City, as a member, utilizes several purchasing consortiums, including the National Joint Powers Alliance (NJPA) Contract, State of Texas DIR Contract, Western States Contracting Alliance (WSCA) and General Services Administration (GSA), which provides the best pricing available for large quantity purchases.

Funding Sources and Community Sustainability:

Funding is approved in the FY17-18 Information Technology (I.T.) Operating Budget.

In an effort to remain a vibrant community, this project addresses the City Council's Strategic Priorities for Innovation and Infrastructure by improving and maintaining the City's I.T. components.

Recommendation:

It is recommended the City Council authorize the city manager to enter into a three-year Software Assurance Agreement with Microsoft utilizing the Texas DIR Purchasing Contract.

City Council Staff Report

SUBJECT: Public Hearing on Proposed Crime Control District budget for Fiscal Year October 1, 2018 through September 30, 2019

Supporting Documents:

2018-2019 Proposed Anti-Crime Budget  
Public Hearing Notice

Meeting Date: 8/14/2018

Department: Fiscal Services

Reviewed by: Clayton Fulton

City Manager Review:

Background/Analysis:

Local Government Code, Chapter 363, Section 205 states, "Not later than the 45<sup>th</sup> day before the date each fiscal year begins [October 1], the governing body of the political subdivision that created the district shall hold a public hearing on the budget adopted by the board and submitted to the governing body."

Funding and Sources and Community Sustainability:

The public hearing provides an additional opportunity to the community to comment on the Proposed Anti-Crime Budget. This opportunity is consistent with the Council's Strategic Plan and Value of Inclusiveness.

Recommendation:

There is no staff recommendation.

# PROPOSED ANTI-CRIME BUDGET

FOR FISCAL YEAR  
OCTOBER 1, 2018 - SEPTEMBER 30, 2019



**Henry Wilson**  
*Mayor*

*City Council*

**David Booe, Mayor Pro Tem**  
**Jon McKenzie**  
**Cindy Shepard**

**Cathy Thompson**  
**Bill McLendon**  
**Larry Kitchens**

**Clay Caruthers**  
*City Manager*

**Clayton Fulton**  
*Executive Director of Strategic & Fiscal Services*

**Paul Brown**  
*Managing Director Finance*

**Joni Baldwin**  
*Budget Director*

**CITY OF HURST  
2018-2019 PROPOSED BUDGET  
ANTI-CRIME  
HALF-CENT SALES TAX FUND  
REVENUES AND EXPENDITURES**

	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	BUDGET 2017-18	ESTIMATED BUDGET 2017-18	PROPOSED BUDGET 2018-19
<b>BEGINNING BALANCE</b>	<b>\$8,438,116</b>	<b>\$7,473,621</b>	<b>\$6,722,161</b>	<b>\$6,095,245</b>	<b>\$6,180,088</b>	<b>\$5,027,257</b>
<b>REVENUES</b>						
State of Texas	61,730	80,792	47,812	64,000	64,000	64,000
City of Euless	8,369	9,059	9,057	9,000	9,000	9,000
City of Bedford	0	17,428	9,057	9,000	9,000	9,000
City of Bedford Storefront Lease	20,070	26,619	30,605	29,645	29,645	29,645
Bullet Proof Vest	10,215	9,400	5,640	0	0	0
Tarrant County 9-1-1	0	0	33,806	0	0	0
Other	3,121	3,688	1,958	0	0	0
<b>TOTAL GRANTS</b>	<b>\$103,505</b>	<b>\$146,987</b>	<b>\$137,936</b>	<b>\$111,645</b>	<b>\$111,645</b>	<b>\$111,645</b>
Sales Tax Receipts	5,358,521	5,438,519	5,225,540	5,279,876	5,297,290	5,279,876
Interest Earnings	49,428	49,322	95,224	91,000	92,912	90,000
Traffic Signal Safety Indirect	0	2,546	63,444	0	0	0
<b>TOTAL REVENUES</b>	<b>\$5,511,454</b>	<b>\$5,637,374</b>	<b>\$5,522,144</b>	<b>\$5,482,521</b>	<b>\$5,501,847</b>	<b>\$5,481,521</b>
<b>OPERATING EXPENSES</b>						
Personnel Services	2,365,543	2,472,903	2,612,268	2,582,822	2,611,170	2,662,699
Materials & Supplies	50,721	104,797	76,852	84,400	77,100	84,400
Maintenance	47,096	78,030	52,418	47,965	37,200	47,965
Sundry Charges	309,914	341,967	332,528	416,307	351,509	416,307
Indirect Overhead	1,774,032	1,814,494	1,808,302	1,762,314	1,762,314	1,681,437
Internal Services	449,418	551,436	588,713	588,713	588,713	588,713
Capital Outlay	34,462	20,129	0	0	0	0
<b>TOTAL EXPENSES</b>	<b>\$5,031,186</b>	<b>\$5,383,756</b>	<b>\$5,471,081</b>	<b>\$5,482,521</b>	<b>\$5,428,006</b>	<b>\$5,481,521</b>
<b>CAPITAL LEASE EXPENSE</b>	<b>\$466,355</b>	<b>\$466,355</b>	<b>\$466,353</b>	<b>\$466,353</b>	<b>\$466,353</b>	<b>\$0</b>
<b>INTERFUND TRANSFER</b>	<b>\$0</b>	<b>\$34,485</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>PROJECT EXPENSES</b>	<b>\$978,409</b>	<b>\$504,239</b>	<b>\$126,784</b>	<b>\$0</b>	<b>\$260,319</b>	<b>\$112,142</b>
<b>ENDING FUND BALANCE</b>	<b>\$7,473,621</b>	<b>\$6,722,161</b>	<b>\$6,180,088</b>	<b>\$5,628,892</b>	<b>\$5,527,257</b>	<b>\$4,915,115</b>
<b>RESTRICTED / INTERFUND TRANSFERS</b>						
Animal Control Center	\$0	\$0	\$0	\$1,500,000	\$500,000	\$0
Radio System Lease	\$1,399,060	\$895,596	\$453,872	\$0	\$0	\$0
<b>REMAINING FUND BALANCE</b>	<b>\$6,074,561</b>	<b>\$5,826,565</b>	<b>\$5,726,216</b>	<b>\$4,128,892</b>	<b>\$5,027,257</b>	<b>\$4,915,115</b>

**CITY OF HURST  
2018-2019 PROPOSED BUDGET  
ANTI-CRIME  
HALF-CENT SALES TAX FUND  
PAY AS YOU GO  
CAPITAL EXPENDITURES**

**BUILDING AND EQUIPMENT MAINTENANCE**

Equipment Maintenance	\$11,000	
Building Maintenance	34,465	
Jail Maintenance	<u>2,500</u>	<b>\$47,965</b>

**FLEET SERVICES AND INFORMATION SERVICES**

Maintenance and Replacements		<b>\$588,713</b>
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**MISCELLANEOUS CAPITAL OUTLAY/PAYGO**

Repairs		
Miscellaneous Justice Center Repairs	112,142	<b>\$112,142</b>

<b>TOTAL</b>		<b><u>\$748,820</u></b>
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<b>FUND</b>	<b>CITY OF HURST</b>	<b>DIVISION</b>
231 HC SALES TAX ANTI-CRIME	<b>DEPARTMENT</b>	<b>POLICE</b>
	POLICE	
<b>SUMMARY</b>		

	ACTUAL 2017	BUDGET 2018	ESTIMATED 2018	PROPOSED 2019
PERSONNEL SERVICES	\$2,612,268	\$2,582,822	\$2,611,170	\$2,662,699
MATERIAL AND SUPPLIES	\$76,852	\$84,400	\$77,100	\$84,400
MAINTENANCE	\$52,418	\$47,965	\$37,200	\$47,965
SUNDRY CHARGES	\$2,140,830	\$2,178,621	\$2,113,823	\$2,097,744
INTERNAL SERVICES	\$588,713	\$588,713	\$588,713	\$588,713
CAPITAL OUTLAY	\$593,137	\$466,353	\$1,226,672	\$112,142
<b>TOTAL 231-0440</b>	<b>\$6,064,217</b>	<b>\$5,948,874</b>	<b>\$6,654,678</b>	<b>\$5,593,663</b>

<b>PERSONNEL SCHEDULE</b>					
POSITION TITLE	PAY GRADE	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	PROPOSED 2019
TECH SERVICES SUPERVISOR	Exempt	1	1	1	1
POLICE OFFICER	91	13	13	13	13
COMMUNICATIONS SUPERVISOR	60	1	1	1	1
PUBLIC SERVICE SUPERVISOR	59	1	1	1	1
SENIOR POLICE DISPATCHER	58	1	1	1	1
POLICE DISPATCHER	57	2	2	2	2
CRIME VICTIM LIASION	56	1	1	1	1
JAILER	55	3	3	3	3
JAIL SUPERVISOR	59	1	1	1	1
PUBLIC SERVICE OFFICER	55	4	4	4	4
POLICE RECORDS CLERK	54	2	2	2	2
<b>TOTAL 231-0440</b>		<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>

<b>CITY OF HURST</b>				
<b>FUND</b>	<b>DEPARTMENT</b>		<b>DIVISION</b>	
<b>231 HC SALES TAX ANTI-CRIME</b>	<b>POLICE</b>		<b>POLICE</b>	
<b>DETAILS</b>				
<b>LINE ITEMS</b>	<b>ACTUAL 2017</b>	<b>BUDGET 2018</b>	<b>ESTIMATED 2018</b>	<b>PROPOSED 2019</b>
600110 REGULAR FULL TIME	\$1,542,668	\$1,758,872	\$1,764,083	\$1,805,051
600115 OTHER EMPLOYEES	\$0	\$0	\$0	\$0
600140 OVERTIME PAY	\$194,112	\$123,284	\$123,977	\$127,076
600200 VACATION PAY	\$94,196	\$0	\$0	\$0
600230 SICK PAY	\$78,582	\$0	\$0	\$0
600290 STANDBY PAY	\$1,425	\$1,430	\$1,430	\$1,430
600320 CERTIFICATION PAY	\$12,081	\$11,760	\$12,240	\$12,240
600380 LONGEVITY PAY	\$17,011	\$21,300	\$21,348	\$20,556
601040 SOCIAL SECURITY	\$144,016	\$146,623	\$147,115	\$150,426
601070 RETIREMENT	\$198,943	\$215,623	\$216,346	\$221,215
601100 GROUP INSURANCE	\$328,405	\$303,071	\$323,766	\$323,867
601120 LONG TERM CARE	\$829	\$859	\$865	\$838
601260 CLOTHING ALLOWANCE	\$0	\$0	\$0	\$0
<b>PERSONNEL SERVICES TOTAL</b>	<b>\$2,612,268</b>	<b>\$2,582,822</b>	<b>\$2,611,170</b>	<b>\$2,662,699</b>
610010 GENERAL SUPPLIES	\$0	\$0	\$0	\$0
610040 OFFICE SUPPLIES	\$2,965	\$3,000	\$2,500	\$3,000
610070 MEDICAL SUPPLIES	\$0	\$1,100	\$500	\$1,100
610130 CLOTHING	\$35,663	\$34,800	\$30,000	\$34,800
610135 PROTECTIVE GEAR	\$0	\$0	\$0	\$0
610160 EDUCATIONAL SUPPLIES	\$795	\$2,000	\$2,000	\$2,000
610260 OTHER MACH AND EQ SUPPLIES	\$25,972	\$30,500	\$30,000	\$30,500
610280 OTHER COMPUTER SOFTWARE	\$2,520	\$2,700	\$2,700	\$2,700
610285 OTHER COMPUTER HARDWARE	\$2,193	\$2,200	\$2,200	\$2,200
610290 PHOTOGRAPHIC	\$1,894	\$2,100	\$2,100	\$2,100
610300 CHEMICAL	\$0	\$1,000	\$500	\$1,000
610340 MISCELLANEOUS SUPPLIES	\$4,851	\$5,000	\$4,600	\$5,000
612010 FUEL	\$0	\$0	\$0	\$0
<b>MATERIAL AND SUPPLIES TOTAL</b>	<b>\$76,852</b>	<b>\$84,400</b>	<b>\$77,100</b>	<b>\$84,400</b>
620010 BUILDING MAINTENANCE	\$11,354	\$11,579	\$0	\$11,579
620040 OTHER EQUIPMENT MAINTENANCE	\$6,893	\$7,000	\$6,500	\$7,000
620043 OFFICE MACHINERY MAINTENANCE	\$2,748	\$4,000	\$2,000	\$4,000
620050 OFFICE FURNITURE MAINTENANCE	\$0	\$0	\$0	\$0
620060 COMPUTER HARDWARE MAINT	\$0	\$0	\$0	\$0
620065 COMPUTER SOFTWARE MAINT	\$0	\$0	\$0	\$0
620067 COMMUNICATION EQUIPMENT MAINT	\$7,409	\$0	\$0	\$0
620070 MOTOR VEHICLES MAINTENANCE	\$0	\$0	\$0	\$0
620100 BUILDING AND STRUCTURES MAINT	\$0	\$0	\$0	\$0
620101 JAIL MAINTENANCE	\$2,031	\$2,500	\$2,500	\$2,500
620105 OTHER BUILDINGS/STRUCTURES	\$18,341	\$19,076	\$23,000	\$19,076
620130 CUSTODIAL	\$3,642	\$3,810	\$3,200	\$3,810
<b>MAINTENANCE TOTAL</b>	<b>\$52,418</b>	<b>\$47,965</b>	<b>\$37,200</b>	<b>\$47,965</b>
640110 TELEPHONE	\$16,030	\$15,339	\$12,710	\$15,339

640260 CABLE TELEVISION	\$2,029	\$2,586	\$1,800	\$2,586
640510 ELECTRIC	\$89,502	\$90,000	\$89,179	\$90,000
640540 NATURAL GAS	\$1,484	\$6,526	\$1,803	\$6,526
640570 WATER	\$5,029	\$10,255	\$4,981	\$10,255
650110 POLICE LEASE SERVICE	\$40,000	\$40,000	\$40,000	\$40,000
660010 PRINTING	\$6,119	\$6,000	\$6,000	\$6,000
680040 PROFESSIONAL SERVICES	\$47,462	\$46,340	\$26,340	\$46,340
680041 INVESTMENT ADVISOR	\$0	\$0	\$0	\$0
680150 WORKERS COMPENSATION	\$10,648	\$6,962	\$6,582	\$6,962
680220 OTHER SPECIAL SERVICES	\$3,850	\$5,536	\$5,536	\$5,536
680830 MILEAGE REIMBURSEMENT	\$0	\$500	\$0	\$500
680840 OTHER EMPLOYEE DEVELOPMENT	\$8,934	\$11,000	\$11,000	\$11,000
680900 MEMBERSHIP AND DUES	\$455	\$595	\$595	\$595
690005 INSERVICE TRAINING/TRAVEL	\$22,820	\$25,500	\$25,500	\$25,500
690300 TRAINING/CERTIFICATION	\$18,442	\$35,050	\$35,000	\$35,050
710010 INDIRECT COST ALLOCATION	\$1,808,302	\$1,762,314	\$1,762,314	\$1,681,437
710520 TEEN COURT	\$44,458	\$58,878	\$58,878	\$58,878
720010 ALLIANCE FOR CHILDREN	\$7,255	\$7,255	\$7,255	\$7,255
770100 SPECIAL EVENTS AND PROGRAMS	\$6,316	\$7,400	\$7,400	\$7,400
770160 BANK DEPOSITORY FEES	\$0	\$5,500	\$950	\$5,500
855105 POST EMPLOYMENT TRUST TRANSFER	\$1,695	\$35,085	\$10,000	\$35,085
<b>SUNDRY CHARGES TOTAL</b>	<b>\$2,140,830</b>	<b>\$2,178,621</b>	<b>\$2,113,823</b>	<b>\$2,097,744</b>
785613 FLEET MAINT SERVICES	\$94,335	\$94,335	\$94,335	\$94,335
785623 INFORMATION SERVICES	\$494,378	\$494,378	\$494,378	\$494,378
<b>INTERNAL SERVICES TOTAL</b>	<b>\$588,713</b>	<b>\$588,713</b>	<b>\$588,713</b>	<b>\$588,713</b>
790100 LAND	\$0	\$0	\$500,000	\$0
790150 BUILDING AND STRUCTURES	\$188	\$0	\$153,971	\$0
790200 OTHER BUILDING AND STRUCTURE	\$0	\$0	\$0	\$0
790320 COMMUNICATION EQUIPMENT	\$36,332	\$0	\$0	\$0
790350 OFFICE MACHINERY	\$0	\$0	\$0	\$0
790360 COMPUTER HARDWARE	\$2,390	\$0	\$0	\$0
790390 OTHER MACHINERY AND EQUIPMENT	\$10,890	\$0	\$0	\$0
790400 MOTOR VEHICLES	\$40,117	\$0	\$16,758	\$0
790410 MOTOR VEHICLE EQUIPMENT	\$0	\$0	\$0	\$0
790450 OFFICE FURNITURE AND FIXTURES	\$0	\$0	\$0	\$0
790550 CAPITAL LEASE	\$466,353	\$466,353	\$466,353	\$0
790900 OTHER SYSTEM IMPROVEMENTS	\$36,867	\$0	\$89,590	\$112,142
<b>CAPITAL OUTLAY TOTAL</b>	<b>\$593,137</b>	<b>\$466,353</b>	<b>\$1,226,672</b>	<b>\$112,142</b>
<b>231-0440 TOTAL</b>	<b>\$6,064,217</b>	<b>\$5,948,874</b>	<b>\$6,654,678</b>	<b>\$5,593,663</b>

# **PUBLIC NOTICE CRIME TAX BUDGET HEARING**

THE HURST CITY COUNCIL WILL HOLD A PUBLIC HEARING ON AUGUST 14, 2018 AT 6:30 P.M. AT HURST CITY HALL, 1505 PRECINCT LINE ROAD. ALL CITIZENS ARE INVITED TO ATTEND AND PROVIDE THE CITY COUNCIL WITH WRITTEN OR ORAL COMMENTS AND QUESTIONS CONCERNING THE CITY'S PROPOSED CRIME TAX BUDGET. THE PROPOSED BUDGET CAN BE INSPECTED BY THE PUBLIC FROM 8:00 A.M. UNTIL 5:00 P.M., MONDAY THROUGH FRIDAY IN THE CITY SECRETARY'S OFFICE, AT HURST CITY HALL, OR AT THE HURST PUBLIC LIBRARY, 901 PRECINCT LINE ROAD, DURING REGULAR LIBRARY HOURS, OR ANYTIME ON THE CITY'S WEBSITE.

City Council Staff Report

SUBJECT: Consider Ordinance 2388, first reading, adopting the Crime Control and Prevention District budget for fiscal year beginning October 1, 2018 and ending September 30, 2019	
Supporting Documents:	
Public Hearing Notice Proposed Half-Cent Crime District Budget Ordinance 2388	Meeting Date: 8/14/2018 Department: Fiscal Services Reviewed by: Clayton Fulton City Manager Review:
Background/Analysis:	
<p>A notice of the time and place of the Public Hearing on the proposed Crime Control and Prevention District budget was published August 4, 2018, in the Fort Worth Star-Telegram. In accordance with Local Government Code Title 11, Sec. 363.205, the notice was published at least ten (10) days prior to the hearing. The Code also requires the Hurst City Council to hold a public hearing on the Hurst Crime Control and Prevention District budget no later than the 45<sup>th</sup> day before the beginning of the fiscal year and to vote on the budget no later than the 30<sup>th</sup> day before the beginning of the fiscal year.</p>	
Funding and Sources and Community Sustainability:	
<p>Consistent with the City Council Public Safety strategic priority, the Half-Cent Crime District Budget supports the police department and reduces the property tax burden on our community. The proposed budget ensures that the City will continue to provide services that the community wants and will be delivered consistent with the Hurst Way. Consistent with the Community Values, a public hearing was held to allow for comment on the proposed budget.</p>	
Recommendation:	
<p>Staff recommends City Council approve Ordinance 2388, first reading, adopting the Crime Control and Prevention District budget for fiscal year beginning October 1, 2018 ending September 30, 2019.</p>	

# **PUBLIC NOTICE CRIME TAX BUDGET HEARING**

THE HURST CITY COUNCIL WILL HOLD A PUBLIC HEARING ON AUGUST 14, 2018 AT 6:30 P.M. AT HURST CITY HALL, 1505 PRECINCT LINE ROAD. ALL CITIZENS ARE INVITED TO ATTEND AND PROVIDE THE CITY COUNCIL WITH WRITTEN OR ORAL COMMENTS AND QUESTIONS CONCERNING THE CITY'S PROPOSED CRIME TAX BUDGET. THE PROPOSED BUDGET CAN BE INSPECTED BY THE PUBLIC FROM 8:00 A.M. UNTIL 5:00 P.M., MONDAY THROUGH FRIDAY IN THE CITY SECRETARY'S OFFICE, AT HURST CITY HALL, OR AT THE HURST PUBLIC LIBRARY, 901 PRECINCT LINE ROAD, DURING REGULAR LIBRARY HOURS, OR ANYTIME ON THE CITY'S WEBSITE.

# PROPOSED ANTI-CRIME BUDGET

FOR FISCAL YEAR  
OCTOBER 1, 2018 - SEPTEMBER 30, 2019



**Henry Wilson**  
*Mayor*

*City Council*

**David Booe, Mayor Pro Tem**  
**Jon McKenzie**  
**Cindy Shepard**

**Cathy Thompson**  
**Bill McLendon**  
**Larry Kitchens**

**Clay Caruthers**  
*City Manager*

**Clayton Fulton**  
*Executive Director of Strategic & Fiscal Services*

**Paul Brown**  
*Managing Director Finance*

**Joni Baldwin**  
*Budget Director*

**CITY OF HURST  
2018-2019 PROPOSED BUDGET  
ANTI-CRIME  
HALF-CENT SALES TAX FUND  
REVENUES AND EXPENDITURES**

	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	BUDGET 2017-18	ESTIMATED BUDGET 2017-18	PROPOSED BUDGET 2018-19
<b>BEGINNING BALANCE</b>	<b>\$8,438,116</b>	<b>\$7,473,621</b>	<b>\$6,722,161</b>	<b>\$6,095,245</b>	<b>\$6,180,088</b>	<b>\$5,027,257</b>
<b>REVENUES</b>						
State of Texas	61,730	80,792	47,812	64,000	64,000	64,000
City of Euless	8,369	9,059	9,057	9,000	9,000	9,000
City of Bedford	0	17,428	9,057	9,000	9,000	9,000
City of Bedford Storefront Lease	20,070	26,619	30,605	29,645	29,645	29,645
Bullet Proof Vest	10,215	9,400	5,640	0	0	0
Tarrant County 9-1-1	0	0	33,806	0	0	0
Other	3,121	3,688	1,958	0	0	0
<b>TOTAL GRANTS</b>	<b>\$103,505</b>	<b>\$146,987</b>	<b>\$137,936</b>	<b>\$111,645</b>	<b>\$111,645</b>	<b>\$111,645</b>
Sales Tax Receipts	5,358,521	5,438,519	5,225,540	5,279,876	5,297,290	5,279,876
Interest Earnings	49,428	49,322	95,224	91,000	92,912	90,000
Traffic Signal Safety Indirect	0	2,546	63,444	0	0	0
<b>TOTAL REVENUES</b>	<b>\$5,511,454</b>	<b>\$5,637,374</b>	<b>\$5,522,144</b>	<b>\$5,482,521</b>	<b>\$5,501,847</b>	<b>\$5,481,521</b>
<b>OPERATING EXPENSES</b>						
Personnel Services	2,365,543	2,472,903	2,612,268	2,582,822	2,611,170	2,662,699
Materials & Supplies	50,721	104,797	76,852	84,400	77,100	84,400
Maintenance	47,096	78,030	52,418	47,965	37,200	47,965
Sundry Charges	309,914	341,967	332,528	416,307	351,509	416,307
Indirect Overhead	1,774,032	1,814,494	1,808,302	1,762,314	1,762,314	1,681,437
Internal Services	449,418	551,436	588,713	588,713	588,713	588,713
Capital Outlay	34,462	20,129	0	0	0	0
<b>TOTAL EXPENSES</b>	<b>\$5,031,186</b>	<b>\$5,383,756</b>	<b>\$5,471,081</b>	<b>\$5,482,521</b>	<b>\$5,428,006</b>	<b>\$5,481,521</b>
<b>CAPITAL LEASE EXPENSE</b>	<b>\$466,355</b>	<b>\$466,355</b>	<b>\$466,353</b>	<b>\$466,353</b>	<b>\$466,353</b>	<b>\$0</b>
<b>INTERFUND TRANSFER</b>	<b>\$0</b>	<b>\$34,485</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>PROJECT EXPENSES</b>	<b>\$978,409</b>	<b>\$504,239</b>	<b>\$126,784</b>	<b>\$0</b>	<b>\$260,319</b>	<b>\$112,142</b>
<b>ENDING FUND BALANCE</b>	<b>\$7,473,621</b>	<b>\$6,722,161</b>	<b>\$6,180,088</b>	<b>\$5,628,892</b>	<b>\$5,527,257</b>	<b>\$4,915,115</b>
<b>RESTRICTED / INTERFUND TRANSFERS</b>						
Animal Control Center	\$0	\$0	\$0	\$1,500,000	\$500,000	\$0
Radio System Lease	\$1,399,060	\$895,596	\$453,872	\$0	\$0	\$0
<b>REMAINING FUND BALANCE</b>	<b>\$6,074,561</b>	<b>\$5,826,565</b>	<b>\$5,726,216</b>	<b>\$4,128,892</b>	<b>\$5,027,257</b>	<b>\$4,915,115</b>

**CITY OF HURST  
2018-2019 PROPOSED BUDGET  
ANTI-CRIME  
HALF-CENT SALES TAX FUND  
PAY AS YOU GO  
CAPITAL EXPENDITURES**

**BUILDING AND EQUIPMENT MAINTENANCE**

Equipment Maintenance	\$11,000	
Building Maintenance	34,465	
Jail Maintenance	<u>2,500</u>	<b>\$47,965</b>

**FLEET SERVICES AND INFORMATION SERVICES**

Maintenance and Replacements		<b>\$588,713</b>
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**MISCELLANEOUS CAPITAL OUTLAY/PAYGO**

Repairs		
Miscellaneous Justice Center Repairs	112,142	<b>\$112,142</b>

<b>TOTAL</b>		<b><u>\$748,820</u></b>
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<b>FUND</b>	<b>CITY OF HURST</b>	<b>DIVISION</b>
231 HC SALES TAX ANTI-CRIME	<b>DEPARTMENT</b>	<b>POLICE</b>
	POLICE	
<b>SUMMARY</b>		

	ACTUAL 2017	BUDGET 2018	ESTIMATED 2018	PROPOSED 2019
PERSONNEL SERVICES	\$2,612,268	\$2,582,822	\$2,611,170	\$2,662,699
MATERIAL AND SUPPLIES	\$76,852	\$84,400	\$77,100	\$84,400
MAINTENANCE	\$52,418	\$47,965	\$37,200	\$47,965
SUNDRY CHARGES	\$2,140,830	\$2,178,621	\$2,113,823	\$2,097,744
INTERNAL SERVICES	\$588,713	\$588,713	\$588,713	\$588,713
CAPITAL OUTLAY	\$593,137	\$466,353	\$1,226,672	\$112,142
<b>TOTAL 231-0440</b>	<b>\$6,064,217</b>	<b>\$5,948,874</b>	<b>\$6,654,678</b>	<b>\$5,593,663</b>

<b>PERSONNEL SCHEDULE</b>					
POSITION TITLE	PAY GRADE	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	PROPOSED 2019
TECH SERVICES SUPERVISOR	Exempt	1	1	1	1
POLICE OFFICER	91	13	13	13	13
COMMUNICATIONS SUPERVISOR	60	1	1	1	1
PUBLIC SERVICE SUPERVISOR	59	1	1	1	1
SENIOR POLICE DISPATCHER	58	1	1	1	1
POLICE DISPATCHER	57	2	2	2	2
CRIME VICTIM LIASION	56	1	1	1	1
JAILER	55	3	3	3	3
JAIL SUPERVISOR	59	1	1	1	1
PUBLIC SERVICE OFFICER	55	4	4	4	4
POLICE RECORDS CLERK	54	2	2	2	2
<b>TOTAL 231-0440</b>		<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>

<b>CITY OF HURST</b>				
<b>FUND</b>	<b>DEPARTMENT</b>		<b>DIVISION</b>	
<b>231 HC SALES TAX ANTI-CRIME</b>	<b>POLICE</b>		<b>POLICE</b>	
<b>DETAILS</b>				
<b>LINE ITEMS</b>	<b>ACTUAL 2017</b>	<b>BUDGET 2018</b>	<b>ESTIMATED 2018</b>	<b>PROPOSED 2019</b>
600110 REGULAR FULL TIME	\$1,542,668	\$1,758,872	\$1,764,083	\$1,805,051
600115 OTHER EMPLOYEES	\$0	\$0	\$0	\$0
600140 OVERTIME PAY	\$194,112	\$123,284	\$123,977	\$127,076
600200 VACATION PAY	\$94,196	\$0	\$0	\$0
600230 SICK PAY	\$78,582	\$0	\$0	\$0
600290 STANDBY PAY	\$1,425	\$1,430	\$1,430	\$1,430
600320 CERTIFICATION PAY	\$12,081	\$11,760	\$12,240	\$12,240
600380 LONGEVITY PAY	\$17,011	\$21,300	\$21,348	\$20,556
601040 SOCIAL SECURITY	\$144,016	\$146,623	\$147,115	\$150,426
601070 RETIREMENT	\$198,943	\$215,623	\$216,346	\$221,215
601100 GROUP INSURANCE	\$328,405	\$303,071	\$323,766	\$323,867
601120 LONG TERM CARE	\$829	\$859	\$865	\$838
601260 CLOTHING ALLOWANCE	\$0	\$0	\$0	\$0
<b>PERSONNEL SERVICES TOTAL</b>	<b>\$2,612,268</b>	<b>\$2,582,822</b>	<b>\$2,611,170</b>	<b>\$2,662,699</b>
610010 GENERAL SUPPLIES	\$0	\$0	\$0	\$0
610040 OFFICE SUPPLIES	\$2,965	\$3,000	\$2,500	\$3,000
610070 MEDICAL SUPPLIES	\$0	\$1,100	\$500	\$1,100
610130 CLOTHING	\$35,663	\$34,800	\$30,000	\$34,800
610135 PROTECTIVE GEAR	\$0	\$0	\$0	\$0
610160 EDUCATIONAL SUPPLIES	\$795	\$2,000	\$2,000	\$2,000
610260 OTHER MACH AND EQ SUPPLIES	\$25,972	\$30,500	\$30,000	\$30,500
610280 OTHER COMPUTER SOFTWARE	\$2,520	\$2,700	\$2,700	\$2,700
610285 OTHER COMPUTER HARDWARE	\$2,193	\$2,200	\$2,200	\$2,200
610290 PHOTOGRAPHIC	\$1,894	\$2,100	\$2,100	\$2,100
610300 CHEMICAL	\$0	\$1,000	\$500	\$1,000
610340 MISCELLANEOUS SUPPLIES	\$4,851	\$5,000	\$4,600	\$5,000
612010 FUEL	\$0	\$0	\$0	\$0
<b>MATERIAL AND SUPPLIES TOTAL</b>	<b>\$76,852</b>	<b>\$84,400</b>	<b>\$77,100</b>	<b>\$84,400</b>
620010 BUILDING MAINTENANCE	\$11,354	\$11,579	\$0	\$11,579
620040 OTHER EQUIPMENT MAINTENANCE	\$6,893	\$7,000	\$6,500	\$7,000
620043 OFFICE MACHINERY MAINTENANCE	\$2,748	\$4,000	\$2,000	\$4,000
620050 OFFICE FURNITURE MAINTENANCE	\$0	\$0	\$0	\$0
620060 COMPUTER HARDWARE MAINT	\$0	\$0	\$0	\$0
620065 COMPUTER SOFTWARE MAINT	\$0	\$0	\$0	\$0
620067 COMMUNICATION EQUIPMENT MAINT	\$7,409	\$0	\$0	\$0
620070 MOTOR VEHICLES MAINTENANCE	\$0	\$0	\$0	\$0
620100 BUILDING AND STRUCTURES MAINT	\$0	\$0	\$0	\$0
620101 JAIL MAINTENANCE	\$2,031	\$2,500	\$2,500	\$2,500
620105 OTHER BUILDINGS/STRUCTURES	\$18,341	\$19,076	\$23,000	\$19,076
620130 CUSTODIAL	\$3,642	\$3,810	\$3,200	\$3,810
<b>MAINTENANCE TOTAL</b>	<b>\$52,418</b>	<b>\$47,965</b>	<b>\$37,200</b>	<b>\$47,965</b>
640110 TELEPHONE	\$16,030	\$15,339	\$12,710	\$15,339

640260 CABLE TELEVISION	\$2,029	\$2,586	\$1,800	\$2,586
640510 ELECTRIC	\$89,502	\$90,000	\$89,179	\$90,000
640540 NATURAL GAS	\$1,484	\$6,526	\$1,803	\$6,526
640570 WATER	\$5,029	\$10,255	\$4,981	\$10,255
650110 POLICE LEASE SERVICE	\$40,000	\$40,000	\$40,000	\$40,000
660010 PRINTING	\$6,119	\$6,000	\$6,000	\$6,000
680040 PROFESSIONAL SERVICES	\$47,462	\$46,340	\$26,340	\$46,340
680041 INVESTMENT ADVISOR	\$0	\$0	\$0	\$0
680150 WORKERS COMPENSATION	\$10,648	\$6,962	\$6,582	\$6,962
680220 OTHER SPECIAL SERVICES	\$3,850	\$5,536	\$5,536	\$5,536
680830 MILEAGE REIMBURSEMENT	\$0	\$500	\$0	\$500
680840 OTHER EMPLOYEE DEVELOPMENT	\$8,934	\$11,000	\$11,000	\$11,000
680900 MEMBERSHIP AND DUES	\$455	\$595	\$595	\$595
690005 INSERVICE TRAINING/TRAVEL	\$22,820	\$25,500	\$25,500	\$25,500
690300 TRAINING/CERTIFICATION	\$18,442	\$35,050	\$35,000	\$35,050
710010 INDIRECT COST ALLOCATION	\$1,808,302	\$1,762,314	\$1,762,314	\$1,681,437
710520 TEEN COURT	\$44,458	\$58,878	\$58,878	\$58,878
720010 ALLIANCE FOR CHILDREN	\$7,255	\$7,255	\$7,255	\$7,255
770100 SPECIAL EVENTS AND PROGRAMS	\$6,316	\$7,400	\$7,400	\$7,400
770160 BANK DEPOSITORY FEES	\$0	\$5,500	\$950	\$5,500
855105 POST EMPLOYMENT TRUST TRANSFER	\$1,695	\$35,085	\$10,000	\$35,085
<b>SUNDRY CHARGES TOTAL</b>	<b>\$2,140,830</b>	<b>\$2,178,621</b>	<b>\$2,113,823</b>	<b>\$2,097,744</b>
785613 FLEET MAINT SERVICES	\$94,335	\$94,335	\$94,335	\$94,335
785623 INFORMATION SERVICES	\$494,378	\$494,378	\$494,378	\$494,378
<b>INTERNAL SERVICES TOTAL</b>	<b>\$588,713</b>	<b>\$588,713</b>	<b>\$588,713</b>	<b>\$588,713</b>
790100 LAND	\$0	\$0	\$500,000	\$0
790150 BUILDING AND STRUCTURES	\$188	\$0	\$153,971	\$0
790200 OTHER BUILDING AND STRUCTURE	\$0	\$0	\$0	\$0
790320 COMMUNICATION EQUIPMENT	\$36,332	\$0	\$0	\$0
790350 OFFICE MACHINERY	\$0	\$0	\$0	\$0
790360 COMPUTER HARDWARE	\$2,390	\$0	\$0	\$0
790390 OTHER MACHINERY AND EQUIPMENT	\$10,890	\$0	\$0	\$0
790400 MOTOR VEHICLES	\$40,117	\$0	\$16,758	\$0
790410 MOTOR VEHICLE EQUIPMENT	\$0	\$0	\$0	\$0
790450 OFFICE FURNITURE AND FIXTURES	\$0	\$0	\$0	\$0
790550 CAPITAL LEASE	\$466,353	\$466,353	\$466,353	\$0
790900 OTHER SYSTEM IMPROVEMENTS	\$36,867	\$0	\$89,590	\$112,142
<b>CAPITAL OUTLAY TOTAL</b>	<b>\$593,137</b>	<b>\$466,353</b>	<b>\$1,226,672</b>	<b>\$112,142</b>
<b>231-0440 TOTAL</b>	<b>\$6,064,217</b>	<b>\$5,948,874</b>	<b>\$6,654,678</b>	<b>\$5,593,663</b>

ORDINANCE 2388

AN ORDINANCE ADOPTING THE BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019, FOR THE CRIME CONTROL AND PREVENTION DISTRICT OF THE CITY OF HURST, TEXAS

WHEREAS, in accordance with Texas Local Government Code Section 363.205, the City Council shall approve or reject the budget submitted by the Board of the Crime Control and Prevention District not later than the 30<sup>th</sup> day before the beginning of the fiscal year. The Council determined that a public hearing should be held by the Board and the time and place was set forth in a notice published ten (10) days prior to the public hearing on July 28, 2018; and,

WHEREAS, such public hearing on the budget was held on August 14, 2018, by the Hurst Crime Control and Prevention District Board and all interested persons given an opportunity to be heard for or against any item therein.

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

Section 1: THAT the budget for the Crime Control and Prevention District of the City of Hurst, Texas, for the fiscal period beginning October 1, 2018 and ending September 30, 2019, was approved and submitted by the Crime Control and Prevention District Board and words and figures as shown therein are adopted and approved as filed herewith.

Section 2: THAT the designated or reserve funding for all future debt, capital project, and capital lease obligations for the Crime Control and Prevention District of the City of Hurst, Texas, as of the fiscal period beginning October 1, 2018 and ending September 30, 2019, as approved and submitted by the Crime Control and Prevention District Board is adopted and approved as filed herewith.

Section 3: THAT the city manager or his designate be and is hereby authorized to invest any funds not needed for current use in any lawful manner. Interest accrued from investments shall be deposited to the interest income account of the Hurst Crime Control and Prevention District.

AND IT IS SO ORDERED.

Passed on first reading on the 14th day of August 2018, by a vote of \_\_\_\_  
to \_\_\_\_.

Passed on second reading on the 28nd day of August 2018, by a vote of  
\_\_\_\_ to \_\_\_\_.

ATTEST:

CITY OF HURST

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

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

Approved as to form and legality:

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

City Council Staff Report

SUBJECT: Consider ordering the publication of the effective and rollback tax rates, including a proposed tax rate, to be published on August 18, 2018 in the "Fort Worth Star-Telegram" to comply with the truth-in-taxation laws

Supporting Documents:

Notice of 2018 Tax Year Proposed  
 Property Tax Rate for City of Hurst

Meeting Date: 8/14/2018  
 Department: Fiscal Services  
 Reviewed by: Clayton Fulton  
 City Manager Review:

Background/Analysis:

Chapter 26 of the Property Tax Code requires taxing units to comply with State Statutes in adopting their tax rates. Generally, the total amount of property tax revenue collected by a political subdivision in the preceding year shall not be exceeded unless the governing body of the taxing unit gives notice of its intent to consider an increase in tax revenues and holds two public hearings. This is measured by the effective tax rate calculation.

Local Government Code, Section 140 provides instructions for publishing the effective, rollback, and proposed tax rates. The required notice will be published in the Fort Worth Star-Telegram on August 18, 2018. The notice will include the City's proposed tax rate of \$0.58, which is lower than the previous year's rate of \$0.58094. The proposed tax rate includes the I&S rate of \$0.108449 per \$100 valuation. This rate will fund the City's debt service obligations in the proposed FY 19 budget. The proposed tax rate exceeds this year's calculated effective rate of \$0.552995; therefore, two public hearings to consider the proposed tax rate and a notice of intent to increase tax revenue are required. The Property Tax Code requires that the City publish its effective tax rate, which is a calculated rate meant to generate the same revenues as the year before. The calculated rollback tax rate is \$0.586350 per \$100 valuation. The City's proposed tax rate does not exceed the rollback rate; therefore, the City's proposed tax rate is not subject to a rollback election.

Funding and Sources and Community Sustainability:

The proposed tax rate provides funding for continued services consistent with the Hurst Way and the Strategic Plan. After a series of events that allowed the City to gauge public opinion, the Council held a strategic retreat and provided strategic guidance to

City staff to develop the budget. The proposed tax rate funds the proposed budget which provides responsive services and effective programs to ensure Hurst remains a vibrant community.

Recommendation:

Staff recommends that the effective and proposed tax rates be published on August 18, 2018, in the "Fort Worth Star-Telegram", to comply with truth-in-taxation laws as prescribed in Section 26 of the Tax Code and Section 140 of the Local Government Code.

# NOTICE OF 2018 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF HURST

A tax rate of \$ 0.58 per \$100 valuation has been proposed for adoption by the governing body of the City of Hurst. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Hurst proposes to use revenue attributable to the tax rate increase for the purpose of providing services as presented in the City of Hurst's proposed 2018-2019 operating budget and public hearing presentation.

PROPOSED TAX RATE	\$ 0.58	per \$100
PRECEDING YEAR'S TAX RATE	\$ 0.58094	per \$100
EFFECTIVE TAX RATE	\$ 0.552995	per \$100
ROLLBACK TAX RATE	\$ 0.586350	per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for the City of Hurst from the same properties in both the 2017 tax year and the 2018 tax year.

The rollback tax rate is the highest tax rate that the City of Hurst may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = ( \text{rate} ) \times ( \text{taxable value of your property} ) / 100$$

For assistance or detailed information about tax calculations, please contact:

Ron Wright

Tarrant County tax assessor-collector

100 E. Weatherford Street, Fort Worth, Texas 76196

817-884-1100

taxoffice@tarrantcounty.com

<http://www.tarrantcounty.com/etax/site/default.asp>

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 28, 2018 @ 6:30 p.m. at Hurst City Hall, 1505 Precinct Line Rd, Hurst, Texas.

Second Hearing: September 4, 2018 @ 5:00 p.m. at Hurst City Hall, 1505 Precinct Line Rd, Hurst, Texas.

City Council Staff Report

SUBJECT: Consider Vote on a Proposed Tax Increase for Fiscal Year 2018-2019

Supporting Documents:

Notice of 2018 Tax Year Proposed  
 Property Tax Rate for City of Hurst

Meeting Date: 8/14/2018  
 Department: Fiscal Services  
 Reviewed by: Clayton Fulton  
 City Manager Review:

Background/Analysis:

Truth-in-Taxation Laws require that when a proposed rate for an entity's budget exceeds the rollback rate or the effective rate, whichever is lower, the taxing unit's governing body must vote to place a proposal to adopt the rate on the agenda as an action item. This vote must be recorded. The proposal must specify the desired rate.

If the motion passes, the governing body must schedule two public hearings on the proposal and notify the public of the dates, times and place for these hearings and provide information about the proposed tax rate at least seven (7) days before the public hearings. The notice of these hearings will also be posted on the City's web site.

The City Council is scheduled to vote on the tax rate on September 11, 2018. A public hearing cannot be held on the same date as the adoption of the tax rate. The meeting to vote on the tax rate must take place no less than three (3) days and no more than fourteen (14) days after the second public hearing. The two (2) public hearings are proposed to be held on August 28, 2018 and September 4, 2018. The calculated effective, rollback, and proposed tax rates along with the notice of public hearings on the tax rates will be published on August 18, 2018 in accordance with Local Government Code, Section 140.

The vote by the City Council should specify the desired rate. According to Truth-in-Taxation Laws, a taxing unit cannot vote to adopt a proposal to increase taxes by an unspecified amount. The City's Preliminary Operating Budget for Fiscal Year 2018-2019 provides a tax rate of \$0.58 per \$100 valuation. This rate exceeds the effective tax rate of \$0.552995, which will be published in the Fort Worth Star-Telegram on August 18, 2018. The proposed rate includes the maintenance & operations (M&O) rate and the interest & sinking (I&S) rate. The M&O rate funds operations while the

I&S rate funds our debt service obligations. The proposed M&O rate is \$0.471551 while the proposed I&S rate is \$0.108449 per \$100 in valuation.

Funding and Sources and Community Sustainability:

The proposed tax rate provides funding for continued services consistent with the Hurst Way and the Strategic Plan. After a series of events that allowed the City to gauge public opinion, the Council held a strategic retreat and provided strategic guidance to City staff to develop the budget. The proposed tax rate funds the proposed budget which provides responsive services and effective programs to ensure Hurst remains a vibrant community.

Recommendation:

In order to comply with Truth-in-Taxation Laws, staff recommends the City Council vote to place a proposal to adopt a tax rate of \$0.58 per \$100 valuation on the agenda, as an action item for the September 11, 2018 meeting and schedule two (2) public hearings on August 28, 2018 and September 4, 2018 for this proposal.

# NOTICE OF 2018 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF HURST

A tax rate of \$ 0.58 per \$100 valuation has been proposed for adoption by the governing body of the City of Hurst. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Hurst proposes to use revenue attributable to the tax rate increase for the purpose of providing services as presented in the City of Hurst's proposed 2018-2019 operating budget and public hearing presentation.

PROPOSED TAX RATE	\$ 0.58	per \$100
PRECEDING YEAR'S TAX RATE	\$ 0.58094	per \$100
EFFECTIVE TAX RATE	\$ 0.552995	per \$100
ROLLBACK TAX RATE	\$ 0.586350	per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for the City of Hurst from the same properties in both the 2017 tax year and the 2018 tax year.

The rollback tax rate is the highest tax rate that the City of Hurst may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = ( \text{rate} ) \times ( \text{taxable value of your property} ) / 100$$

For assistance or detailed information about tax calculations, please contact:

Ron Wright

Tarrant County tax assessor-collector

100 E. Weatherford Street, Fort Worth, Texas 76196

817-884-1100

taxoffice@tarrantcounty.com

<http://www.tarrantcounty.com/etax/site/default.asp>

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 28, 2018 @ 6:30 p.m. at Hurst City Hall, 1505 Precinct Line Rd, Hurst, Texas.

Second Hearing: September 4, 2018 @ 5:00 p.m. at Hurst City Hall, 1505 Precinct Line Rd, Hurst, Texas.

City Council Staff Report

SUBJECT: Consider Ordinance 2389, first reading, amending Hurst Code of Ordinance, Chapter 2, Article X. Senior Citizens Advisory Board, Section 2-252, amending membership

Supporting Documents:

Ordinance 2389

Meeting Date: 8/14/2018

Department: Legislative and Judicial Services

Reviewed by:

City Manager Review:

Background/Analysis:

Based on the Council's Strategic Plan affirmation, the City Council recently conducted a work session to discuss the structure, powers, and duties of Boards, Commissions, and Committees. Based on these discussions, the proposed Ordinance is presented for consideration to amend the membership for the Senior Citizens Advisory Board.

Funding Sources and Community Sustainability:

There is no fiscal impact. The proposed amendment directly reflects the Council's Mission Statement to provide responsive services and effective programs to ensure that Hurst remains a vibrant community.

Recommendation:

City staff recommends the City Council approve Ordinance 2389, first reading, amending Hurst Code of Ordinance, Chapter 2, Article X. Senior Citizens Advisory Board, Section 2-252, amending membership.

ORDINANCE 2389

AN ORDINANCE AMENDING THE HURST CODE OF ORDINANCES, CHAPTER 2, ARTICLE X. SENIOR CITIZENS ADVISORY BOARD, SECTION 2-252, CREATION, DUTIES, RESPONSIBILITIES, POWERS; CONTAINING A REPEALING CLAUSE, SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE

WHEREAS, the Hurst Senior Citizens Advisory Board was established by Ordinance 1974 providing the charge of the board, composition and appointment of members; and

WHEREAS, the Hurst City Council desires to reduce the number of positions serving on the board.

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

Section 1: THAT Chapter 2, Article X, Section 2-252(a), Creation, duties, responsibilities, powers, Subsection (a) is hereby amended to read as follows:

(a) There is hereby created and established for the City a Hurst Senior Citizens Advisory Board which shall be composed of eight (8) regular members and one (1) alternate. All members shall be resident Hurst citizens and qualified voters of the City.

Section 2: THAT all provisions of the ordinances of the City of Hurst in conflict with the provisions of this ordinance are, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Hurst not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 3: THAT should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

Section 4: THAT this Ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

Passed on the first reading on the \_\_\_ day August 2018 by a vote of \_\_\_ to \_\_\_.

Passed on the second reading on the \_\_\_ day August 2018 by a vote of \_\_\_ to \_\_\_.

ATTEST:

CITY OF HURST

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

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

Approved as to form and legality:

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

City Council Staff Report

SUBJECT: Consider Ordinance 2390, first reading, amending Hurst Code of Ordinances, Chapter 2, Article IX. Neighborhood and Community Advisory Committee, restricting the composition of members, redefining the term of appointment and meeting schedule

Supporting Documents:

Ordinance 2390

Meeting Date: 8/14/2018  
 Department: Legislative and Judicial Services  
 Reviewed by:  
 City Manager Review:

Background/Analysis:

Based on the Council’s Strategic Plan affirmation, the City Council recently conducted a work session to discuss the structure, powers, and duties of boards, commissions, and committees. Based on these discussions, the proposed Ordinance is presented for consideration to amend the composition of members, redefine the term of appointment and establish a revised meeting schedule.

Funding Sources and Community Sustainability:

There is no fiscal impact. The proposed amendment directly reflects the Council’s Mission Statement to provide responsive services and effective programs to ensure that Hurst remains a vibrant community; and Community Value of Inclusiveness, Committed to providing opportunity for the public to share in guiding the future direction of Hurst.

Recommendation:

City staff recommends the City Council approve Ordinance 2390, first reading, amending Hurst Code of Ordinances, Chapter 2, Article IX. Neighborhood and Community Advisory Committee, restricting the composition of members, redefining the term of appointment and establishing a revised meeting schedule.

## ORDINANCE 2390

AN ORDINANCE AMENDING THE HURST CODE OF ORDINANCES, CHAPTER 2, ARTICLE IX. NEIGHBORHOOD AND COMMUNITY ADVISORY COMMITTEE, SECTION 2-222 - APPOINTMENT OF MEMBERS; TERM; COMPOSITION; SECTION 2-223 – MEETINGS; QUORUM; CONTAINING A REPEALING CLAUSE, SEVERABILITY CLAUSE, AND, PROVIDING AN EFFECTIVE DATE

WHEREAS, the Neighborhood and Community Advisory Committee was established by Ordinance 1942 providing the charge of the committee, composition and appointment of members; and

WHEREAS, the Hurst City Council desires to restructure the composition of members to expand citizen volunteer opportunities by eliminating positions of members serving on another board, redefining the term of appointment and establishing a revised meeting schedule.

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

Section 1: THAT Chapter 2, Article IX, Section 2-222, Appointment of members; term; composition is hereby amended to read as follows:

The Neighborhood and Community Advisory Committee shall be made up of seven (7) voting members, all Hurst residents, appointed by the City Council. There shall be two (2) alternate members with the power to vote in the absence of a regular member. Upon the absence of a regular member, alternate Place 1 serves, then, if necessary, Alternate Place 2. The city manager will appoint the staff liaison(s) to the committee.

Regular members will be appointed for a term of two (2) years. Places 1, 3, 5 and 7 will be appointed for an initial two-year term. Places 2, 4 and 6 will be appointed for an initial one-year term. Thereafter, regular members are appointed for two-year terms and serve until a successor is duly appointed. Alternate members will serve one-year terms.

Section 2: THAT Chapter 2, Article IX, Section 2-223, Meetings; quorum is hereby amended to read as follows:

Meetings shall be held quarterly. Special meetings may be called as necessary. All meetings of the committee will be held in full compliance with the Texas Open Meetings Act. A majority of the voting members shall constitute a quorum.

Section 3: THAT all provisions of the ordinances of the City of Hurst in conflict with the provisions of this ordinance are, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Hurst not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4: THAT should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

Section 5: THAT this Ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

Passed on the first reading on the \_\_\_ day August 2018 by a vote of \_\_\_ to \_\_\_.

Passed on the second reading on the \_\_\_ day August 2018 by a vote of \_\_\_ to \_\_\_.

ATTEST:

CITY OF HURST

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

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

Approved as to form and legality:

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

City Council Staff Report

**SUBJECT:** Consider Ordinance 2391, first reading, amending Hurst Code of Ordinances, Chapter 24, Section 24-14 and 24-15 by renaming the Traffic Safety Commission and restating the duties, quorum, meeting dates, and staff liaison of the commission

**Supporting Documents:**

Ordinance 2391

Meeting Date: 8/14/2018  
 Department: Legislative and Judicial Services  
 Reviewed by:  
 City Manager Review:

**Background/Analysis:**

Based on the Council’s Strategic Plan affirmation, the City Council recently conducted a work session to discuss the structure, powers, and duties of boards, commissions, and committees. Based on these discussions, the proposed Ordinance is presented for consideration to rename the Traffic Safety Commission and restate the duties, quorum, meeting dates, and staff liaison of the commission.

**Funding Sources and Community Sustainability:**

There is no fiscal impact. The proposed amendment directly reflects the Council’s Mission Statement to provide responsive services and effective programs to ensure that Hurst remains a vibrant community; and Community Value of Inclusiveness, Committed to providing opportunity for the public to share in guiding the future direction of Hurst.

**Recommendation:**

City staff recommends the City Council approve Ordinance 2391, first reading, amending Hurst Code of Ordinances, Chapter 24, Section 24-14 and 24-15 by renaming the Traffic Safety Commission and restating the duties, quorum, meeting dates, and staff liaison of the commission.

## ORDINANCE 2391

AN ORDINANCE AMENDING THE HURST CODE OF ORDINANCES, CHAPTER 24 – TRAFFIC, SECTION 24-14 – TRAFFIC SAFETY COMMISSION – ESTABLISHED AND SECTION 24-15 – DUTIES; ADDING ALTERNATE MEMBERS; AND CONTAINING A REPEALING CLAUSE, SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE

WHEREAS, the Traffic Safety Commission was established by Ordinance 908 providing the duties of the commission, composition and appointment of members; and

WHEREAS, the Hurst City Council desires to rename the commission, restate the duties, quorum, meeting dates, and staff liaison of the commission.

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

Section 1: THAT Chapter 24, Section 24-14 – Traffic Safety Commission – established is hereby amended in its entirety to read as follows:

- (a) "There is hereby created a board to be known as the Transportation Infrastructure and Safety Committee, which shall be composed of seven (7) members who shall be Hurst residents and appointed by the City Council. Each member of the committee shall serve for a period of two (2) years or until a successor is duly appointed and qualified. The membership of the board shall be staggered; that is, four (4) of the appointees shall serve until May of the next even-numbered year, and three (3) of the appointees shall serve until May of the next odd-numbered year. Members shall be appointed by a majority of the City Council.
- (b) A Chair and Vice Chair will be selected annually by a majority of the members.
- (c) The city manager will appoint the staff liaison(s) to the committee.
- (d) Meetings shall be held quarterly. Special meetings may be called as necessary. All meetings of the committee will be held in full compliance with the Texas Open Meetings Act.

(e) A majority of the voting members shall constitute a quorum

Section 2: THAT Section 24-15 – Duties shall be amended to read in its entirety as follows:

(a) Act in an advisory capacity to the City Council in all matters pertaining to transportation infrastructure and safety;

(b) Review reports from consultants and city staff and make recommendations concerning the same to the City Council;

(c) Review complaints and suggestions from members of the general public concerning transportation infrastructure and safety matters and make recommendations to the City Council; and

(d) Review major development plans for impact on transportation infrastructure and safety when the same are referred to the committee by the City Council and make recommendations as requested.

Section 3: THAT all provisions of the ordinances of the City of Hurst in conflict with the provisions of this ordinance are, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Hurst not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4: THAT should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

Section 5: THAT this Ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

Passed on the first reading on the \_\_\_ day August 2018 by a vote of \_\_\_ to \_\_\_.

Passed on the second reading on the \_\_\_ day August 2018 by a vote of \_\_\_ to \_\_\_.

ATTEST:

CITY OF HURST

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

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

Approved as to form and legality:

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

City Council Staff Report

SUBJECT: Consider Ordinance 2392, first reading, amending Hurst Code of Ordinances, Chapter 5, Article IX, Section 5-354 – Historic Preservation Committee by amending the composition of members, restating meeting dates, quorum and staff liaison

Supporting Documents:

Ordinance 2392

Meeting Date: 8/14/2018  
 Department: Legislative and Judicial Services  
 Reviewed by:  
 City Manager Review:

Background/Analysis:

Based on the Council’s Strategic Plan affirmation, the City Council recently conducted a work session to discuss the structure, powers, and duties of boards, commissions, and committees. Based on these discussions, the proposed Ordinance is presented for consideration to amend the composition of members, add alternate members and restate meeting dates, quorum and staff liaison.

Funding Sources and Community Sustainability:

There is no fiscal impact. The proposed amendment directly reflects the Council’s Mission Statement to provide responsive services and effective programs to ensure that Hurst remains a vibrant community; and Community Value of Inclusiveness, Committed to providing opportunity for the public to share in guiding the future direction of Hurst.

Recommendation:

City staff recommends the City Council approve Ordinance 2392, first reading, amending Hurst Code of Ordinances, Chapter 5, Article IX, Section 5-354 – Historic Preservation Committee by amending the composition of members, restating meeting dates, quorum and staff liaison.

## ORDINANCE 2392

AN ORDINANCE AMENDING THE HURST CODE OF ORDINANCES, CHAPTER 5, ARTICLE IX – HISTORIC LANDMARK PRESERVATION, SECTION 5-354 – HISTORIC PRESERVATION COMMITTEE; CREATION; DUTIES; RESPONSIBILITIES; POWERS; CONTAINING A REPEALING CLAUSE, SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE

WHEREAS, the Historical Landmark Preservation Committee was established with Ordinance 1831 providing the charge of the committee, composition and appointment of members; and

WHEREAS, the Hurst City Council desires to restructure the composition of members to expand citizen volunteer opportunities by eliminating required member categories and selecting citizens at-large, adding alternate members, restate meeting dates, quorum and staff liaison for the members.

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

Section 1: THAT Chapter 5, Article IX, Section 5-354 – Historic preservation committee; creation; duties; responsibilities; powers is hereby amended by amending subsection (a) and (e) and (f):

(a) There is hereby created a historic preservation committee (the "committee") composed of seven (7) voting members, all Hurst residents, to be appointed by the City Council. There shall be two (2) alternate members with the power to vote in the absence of a regular member. Upon the absence of a regular member, Alternate Place 1 serves, then, if necessary, Alternate Place 2. The city manager will appoint staff liaison(s) to the committee.

Regular members will be appointed for a term of two (2) years. Places 1, 3, 5 and 7 will be appointed for an initial two-year term. Places 2, 4 and 6 will be appointed for an initial one-year term. Thereafter, regular members are appointed for two-year terms and serve until a successor is duly appointed. Alternate members will serve one-year terms.

(e) Meetings shall be held quarterly. Special meetings may be called as necessary. All meetings of the committee will be held in full compliance with the Texas Open Meetings Act.

(f) A majority of the voting members shall constitute a quorum.

Section 3: That all provisions of the ordinances of the City of Hurst in conflict with the provisions of this ordinance are, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Hurst not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4: That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

Section 5: THAT this Ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

Passed on the first reading on the \_\_\_ day August 2018 by a vote of \_\_\_ to \_\_\_.

Passed on the second reading on the \_\_\_ day August 2018 by a vote of \_\_\_ to \_\_\_.

ATTEST:

CITY OF HURST

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

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

Approved as to form and legality:

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

City Council Staff Report

SUBJECT: Consider Resolution 1709, amending the composition of the Hurst Economic Development Advisory Committee

Supporting Documents:

Resolution 1709

Meeting Date: 8/14/2018

Department: Legislative and Judicial Services

Reviewed by:

City Manager Review:

Background/Analysis:

Based on the Council's Strategic Plan affirmation, the City Council recently conducted a work session to discuss the structure, powers, and duties of boards, commissions, and committees. Based on these discussions, the proposed Resolution is presented for consideration to amend the composition of members for the Hurst Economic Development Advisory Committee.

Funding Sources and Community Sustainability:

There is no fiscal impact. The proposed amendment directly reflects the Council's Mission Statement to provide responsive services and effective programs to ensure that Hurst remains a vibrant community; and Community Value of Inclusiveness, Committed to providing opportunity for the public to share in guiding the future direction of Hurst.

Recommendation:

City staff recommends the City Council approve Resolution 1709, amending the composition of the Hurst Economic Development Advisory Committee.

RESOLUTION 1709

A RESOLUTION AMENDING THE COMPOSITION OF MEMBERSHIP OF THE HURST ECONOMIC DEVELOPMENT ADVISORY COMMITTEE AND ESTABLISHING MEETING DATES AND QUORUM

WHEREAS, the Economic Development Advisory Committee was established by City Council April 11, 1989, to serve as an ad hoc advisory committee to assist and advise the City Council in the review and implementation of economic development efforts; and,

WHEREAS, the Hurst City Council desires to restructure the composition of members, to expand volunteer opportunities, establish a new quorum of members and provide for the selection of the Chair and Vice Chair; and

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

Section 1: THAT the Economic Development Advisory Committee membership shall be eleven (11) members to be comprised of individuals representing the following industries in the community:

Financial Services	at least one member
Real Estate and Development	at least one member
Local Business	at least one member
Utilities	at least one member
Education	at least one member
Non-Profit	at least one member
At Large	at least one member
Northeast Mall	at least one member

Section 2: THAT meetings shall be held quarterly. Special meetings may be called as necessary. All meetings of the committee will be held in full compliance with the Texas Open Meetings Act. Four (4) members will constitute a quorum. The city manager will appoint the staff liaison(s) to the committee.

AND IT IS SO RESOLVED.

Passed by a vote of \_\_\_ to \_\_\_ on this the 14th day of August 2018.

ATTEST:

CITY OF HURST

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

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

Approved as to form and legality:

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

City Council Staff Report

SUBJECT: Consider confirming the city manager's appointment of Mr. Karl Burge in Place 3 of the Civil Service Commission

Supporting Documents:

Meeting Date: 8/14/2018  
Department: Human Resources  
Reviewed by: Matia Messemer  
City Manager Review:

Background/Analysis:

A vacancy has occurred on the Civil Service Commission. In accordance with Texas Local Government Code Chapter 143.006 (Civil Service), if a vacancy occurs, the chief executive shall appoint a person to serve for the remainder of the unexpired term. The City Manager has appointed Mr. Karl Burge, having satisfied all of the requirements of a person to be appointed to the commission under the same statute, to Place 3 of the Hurst Civil Service Commission for the remainder of the unexpired term through 2019.

The municipality's governing body must confirm the city manager's appointment of Mr. Burge.

Funding Sources and Community Sustainability:

City Council's strategic priorities of Public Safety and Leadership are supported through the appointment of a Civil Service Commissioner in compliance with Texas Local Government Code 143.

Recommendation:

Staff recommends the City Council confirm the city manager's appointment of Mr. Karl Burge in Place 3 of the Civil Service Commission.

City Council Staff Report

SUBJECT: Consideration of annual appointments to the boards, commissions and committees

Supporting Documents:

Meeting Date: 8/14/2018  
Department: City Secretary  
Reviewed by: Rita Frick  
City Manager Review:

Background/Analysis:

This item provides for consideration of appointments to the boards, commissions and committees.

Funding and Sources and Community Sustainability:

There is no fiscal impact. The appointments are part of the Council's community value of Inclusiveness, providing opportunity for the public to share in guiding the future direction of Hurst.

Recommendation:

There is no staff recommendation.

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into an Agreement with Ash+Lime Services to create and produce community events

Supporting Documents:

Meeting Date: 8/14/2018  
 Department: Economic Development  
 Reviewed by: Steve Bowden  
 City Manager Review:

Background/Analysis:

In 2017, City Council and staff worked with Catalyst Commercial to create the Hurst Sustainability Plan. Through the research, planning, stakeholder meetings and actual creation of the Plan, it was determined that community meeting places are a desirable amenity. Meeting places provide for special family centered events and entertainment that enhance the livability of our community. The idea of a “pop-up park” was created with Bellaire Shopping Center, which has a significant parking area, serving as the event venue. Staff met with the two primary stakeholders for Bellaire, the landlord ( A&S Plaza Properties) and the founders of the Artisan Theater. Both were excited about the concept and willing to participate in and host events that would attract new visitors to the area and give Hurst residents a new recreational and social experience. Catalyst Commercial recommended Ash+Lime, a firm they have worked with on similar projects. The agreement calls for considerable community involvement coordinated by Ash + Lime, who will create and produce three special events over a nine month period. The firm will also create guidelines for future event activations that may include food trucks, a farmers market, vendor shows and various forms of entertainment.

Funding Sources and Community Sustainability:

The fees of \$18,740 in professional services and \$15,000 in event costs will be provided by the Special Projects Fund. The project supports the Council’s Redevelopment and Economic Vitality Strategic Vision.

Recommendation:

Staff recommends the City Council authorize the city manager to enter into an Agreement with Ash+Lime Services to create and produce three community events.

City Council Staff Report

SUBJECT: Consider authorizing the city manager to renew the current Contract with Cigna to provide stop-loss insurance for the health plans, third party administration for the health plans and dental ASO plan, and fully insured dental HMO insurance for eligible full-time employees, retirees, and dependents effective 10/1/2018 through 9/30/2019

Supporting Documents:

Meeting Date: 8/14/2018  
 Department: Human Resources  
 Reviewed by: Matia Messemer  
 City Manager Review:

Background/Analysis:

Health/Pharmacy Benefit Management (PBM)/Stop Loss Insurance

The City of Hurst's health plan has been self-funded since October 1, 1990. In an effort to responsibly control maximum possible liability, the City purchases specific and aggregate stop loss insurance on the health/pharmacy benefits. The final negotiated renewal for stop loss insurance will result in a 1.19% increase, down from an initial 5.59% increase. As part of the renewal, Cigna will be doubling the City's wellness credit to \$20,000 and the City will receive an administration fee credit of \$55,208.

Cigna also provides third party administration for the City's self-funded health plans. Due to HUB International's negotiated renewal and the City's strategic plan design changes, there will be no fee change for the administration of the health plans.

Employees currently share in the cost of the health coverage by contributing a portion of their annual salary plus a flat rate per month and the flat rate will be increasing for the coming plan year. Eligible retirees not yet Medicare eligible contribute a flat amount per month based on their years of service immediately prior to retirement and their contribution will also be increasing for the coming plan year.

Dental – Administrative Services Only (ASO)/Health Maintenance Organization (HMO)

Cigna provides third party administration for the City's self-funded dental ASO plan. There will be a 1.92% increase in expected claims, but no fee changes for the administration of the plan. The dental HMO plan is fully insured and premiums will increase by 4% with a two-year rate guarantee. The City covers the cost of employees' dental coverage, and employees pay the full cost for their dependents' coverage.

Funding Sources and Community Sustainability:

The Hurst Way's Financial Sustainability component has provided the lens for which employee and retiree health and dental benefits are managed. Under City Council's strategic initiatives of Leadership and Innovation, staff continues to strategize on cost containment measures while providing an attractive total rewards system for eligible full-time employees. The City partners with HUB International to benefit from market competition, strategic plan designs, and cost-sharing initiatives. The costs for these benefits are incurred in division budgets and in the Loss Reserve Fund (Health fund). Overall costs are shared between the city departmental budgets, employees, and retirees. The expected annual funding total for health/pharmacy benefits for the 2018-2019 plan/fiscal year is \$5,750,833. The expected annual funding total for dental PPO benefits for the 2018-2019 plan/fiscal year is \$237,194. The expected premiums total for the fully insured dental HMO plan is \$32,967.

Recommendation:

Staff recommends the City Council authorize the city manager to renew the current Contract with Cigna to provide stop-loss insurance for the health plans, third party administration for the health plans and dental ASO plan, and fully insured dental HMO insurance for eligible full-time employees, retirees, and dependents effective 10/1/2018 through 9/30/2019.

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into a Contract with OptumHealth Financial Services, Inc. (Optum) to provide third party administration of the City's Health Reimbursement Account (HRA) and Flexible Spending Account (FSA).

Supporting Documents:

Meeting Date: 8/14/2018  
 Department: Human Resources  
 Reviewed by: Matia Messemer  
 City Manager Review:

Background/Analysis:

Staff issued a Request For Proposal seeking a partner to administer the HRA and FSA benefit plans. The HRA is available to all eligible full-time employees participating in the City's core health plan, and there are currently 341 participating employees. The FSA is an IRS-governed tax benefit that allows employees to be reimbursed for qualifying medical expenses funded through a voluntary salary reduction agreement. There are currently fifty-five participating employees. The City will be completely outsourcing the administration solutions for the plans including eligibility, enrollment/customer service, and claims administration. HUB International (formerly IPS Advisors) is the City's benefits consultant, and they facilitated the RFP process in collaboration with the City's Purchasing Division. After reviewing all submittals two finalists were presented to City staff for consideration, and Optum was selected as the preferred vendor partner. Optum provided the most competitive combination of pricing and service offering a three-year rate guarantee.

Optum's solution will allow for Hurst's plan customizations and improved effectiveness and efficiency in administration while giving employees significantly improved resources to manage their benefits. Employees will be able to manage their health care costs and payments, easily and securely access their information and accounts, and use resources to empower their health care consumption.

Funding Sources and Community Sustainability:

The Hurst Way's Customer Service delivery components, including Financial Sustainability, drive the recommendation for outsourcing the administration of the HRA and FSA. Optum's features will greatly enhance the level of service provided to

employees with confidential, secure, real-time access to their funds, claims management, and resources. Additionally, this will increase efficiencies within the Human Resources and Fiscal Services departments. A fee of \$3.75 per employee per month will be assessed for each benefit plan. The total annualized cost is estimated at \$17,820 based on current enrollment numbers. Optum will assess a one-time fee of \$475 for issuing the benefit plan documents and Summary Plan Description. The full cost will be covered through cost-sharing with employees.

Recommendation:

Staff recommends the City Council authorize the city manager to enter into a Contract with Optum to provide third party administration of the City's Health Reimbursement Account and Flexible Spending Account.

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into a Contract for construction of the Valley View Branch Sanitary Sewer Interceptor Replacement Improvements from State Highway 10 to Redbud Drive

Supporting Documents:

Location Map  
 Engineer's Recommendation for Award

Meeting Date: 8/14/2018  
 Department: Public Works  
 Reviewed by: Greg Dickens  
 City Manager Review:

Background/Analysis:

This project is the second phase of an overall project to replace and increase the capacity of the Valley View Branch Sanitary Sewer Interceptor main. This sewer pipeline has experienced sanitary sewer overflows near Redbud Lane during recent heavy rainfall events. Replacement of this pipeline was identified as a needed Capital Improvement Plan in the City's 2016 Water and Wastewater Impact Fee study.

Bids were received on June 27, 2018 at City Hall. Four (4) contractors submitted bids with the low bidder being Joe Funk Construction, Inc., of Dallas, Texas, for a total bid amount of \$1,022,486.40. Approval by Texas Water Development Board (TWDB) for award of the project was received on July 30, 2018.

Funding Sources and Community Sustainability:

The project is funded by a low-interest Clean Water State Revolving Fund loan through the TWDB. Repayment of the loan will be supported by a combination of Waste Water Fund Impact Fees and Wastewater Utility Fund reserves.

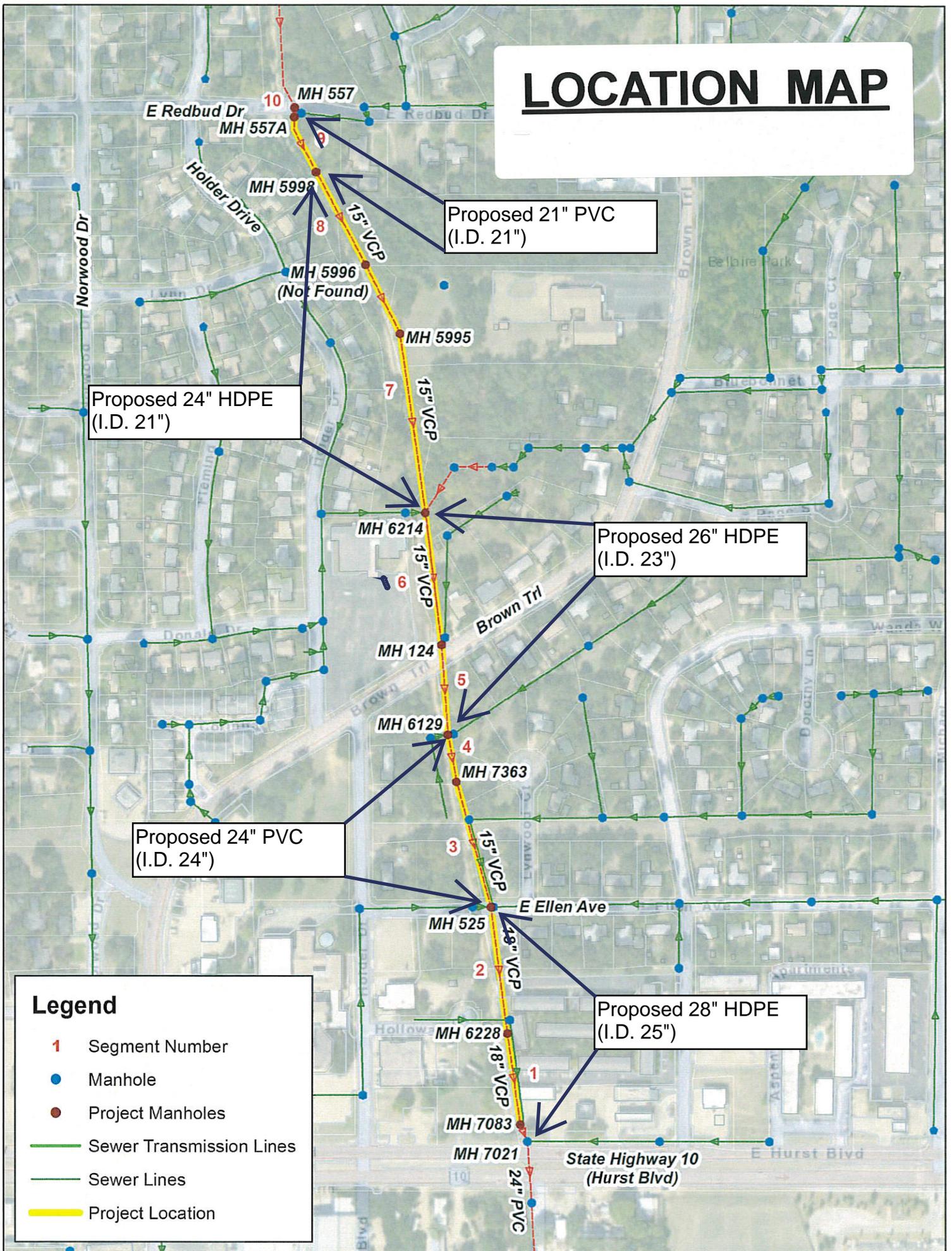
This proposed award to the low bidder fosters City Council's Hurst Way goal for Financial Sustainability. Replacement of this sanitary sewer trunk main supports City Council's strategic priority to invest in and revitalize the City's Infrastructure.

Recommendation:

Staff recommends that City Council authorize the City Manager to enter into a contract with Joe Funk Construction, Inc. for Valley View Branch Sanitary Sewer Interceptor Replacement Improvements from State Highway 10 to Redbud Drive, in the amount of \$1,022,486.40, with a contingency of \$110,000.00, for a total amount of \$1,132,486.40.



# LOCATION MAP





2777 North Stemmons Freeway, Suite 1102, Dallas, Texas 75207, USA  
T +1 214 951 0807 F +1 214 951 0906 W www.rpsgroup.com

July 12, 2018

Mr. Gregory W. Dickens, P.E.  
Exec. Director of Public Works  
City of Hurst  
1505 Precinct Line Road  
Hurst, Texas 76054

Re: Valley View Branch Sanitary Sewer Interceptor Replacement, Project No. 6916-201  
Award of Construction Contract

Dear Mr. Dickens:

On Wednesday, June 27, 2018, at 2:00 PM, a bid opening for the Valley View Branch Sanitary Sewer Interceptor Replacement Project was conducted at City Hall. This bid opening concluded with the receipt of four bids for construction of the project. The following table summarizes the results of a bid tabulation for the bids received.

Contractor	Total Bid
Joe Funk Construction, Inc.	\$1,022,486.40
ANA Site Construction, LLC	\$1,150,094.00
PM Construction & Rehab, LLC dba IPR South Central	\$1,212,668.21
Horseshoe Construction, Inc.	\$1,444,656.00

One of the four bids contained a minor mathematical extension error which was corrected in the tabulation above and did not change the order of the bids.

Joe Funk Construction was the low bidder for the project. The majority of the project entails pipe bursting. Funk Construction intends to subcontract with Lopez Utilities Contractor L.L.C. for this work. RPS conducted reference checks on both Funk Construction and Lopeez Utilities; both of these firms received very good recommendations for quality of work, responcevness and ability to work well with others. On the basis of the review of the qualifications of both firms, RPS recommends the City award a construction contract for the Valley View Branch Sanitary Sewer Interceptor Replacement Project to Joe Funk Construction, Inc. in the amount of \$1,022,486.40. We are available to address any questions as needed.

Sincerely,

Kenneth Tillman, P.E.  
Senior Project Manager

cc: Duane Hengst, P.E., City of Hurst

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City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into an Engineering Services Contract with Thomas Hoover Engineering, LLC, for design of the Sheri Lane Street Improvements from Reed Street to Cavender Drive

Supporting Documents:

Engineering Services Contract

Meeting Date: 8/14/2018  
 Department: Public Works  
 Reviewed by: Greg Dickens  
 City Manager Review:

Background/Analysis:

Tarrant County annually receives H.U.D. funding for projects designed to upgrade low to moderate-income neighborhoods meeting Community Development Block Grant (CDBG) funding criteria. As a “non-entitlement” community (one having a population of less than 50,000) the City of Hurst is included with Tarrant County in H.U.D. funding allocations.

In January 2018, the City submitted an application to Tarrant County seeking an allocation of H.U.D. funds in support of the Sheri Lane Project. We received notice from Tarrant County in June 2018 that \$165,000 has been set aside for the City of Hurst project. Construction and engineering for this section of Sheri Lane roadway improvements has been estimated to cost \$457,500. Thomas Hoover Engineering has worked successfully with the City of Hurst staff on projects in the past and is capable of providing the design services and contract administration needed on the project. The proposed engineering fee is not to exceed \$26,855.

Funding Sources and Community Sustainability:

Sufficient funds are available in the project’s budget for the engineering cost. This street improvement supports Council’s strategic priorities of Redevelopment, Economic Vitality, and Infrastructure Revitalization as it will enhance the livability and visual appeal of the neighborhood, and support improved property values of the neighborhood.

Recommendation:

City staff recommends City Council authorize the city manager to enter into a Contract with Thomas Hoover Engineering, LLC, for the design of the Sheri Lane Street Improvements from Reed Street to Cavender Drive, in an amount not to exceed \$26,855.00.

THE STATE OF TEXAS '
COUNTY OF TARRANT '

ENGINEERING SERVICES CONTRACT

Sheri Lane Road, Water System, and Sewer System Design
City of Hurst Project No. 6318102

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

WHEREAS, City desires the professional services for:

Sheri Lane infrastructure improvements from Reed Street to Cavender Drive. Such improvements are to include reconstruction of the roadway including curb and gutters, driveways as needed and related construction, replacement of the water distribution system and service lines, and replacement of the sanitary sewer system and lateral connections; and

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 Executive Director of 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 Exhibit "A".

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

**Section 4. PAYMENT FOR SERVICES**

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

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

- D. Services provided by subcontractors to the Engineer shall be reimbursed at the actual invoice cost plus 10%. All expected subcontractor's cost shall be included in the contract cost amount shown in Section 3 above.
- E. Engineer shall submit itemized monthly statements for Services, Direct Non-Labor Expenses, and for Subcontractors Costs incurred. City shall make payments in the amount shown by the Engineer's monthly statements and other documentation submitted, and no interest shall ever be due on late payments.
- F. Payments for expenses, costs, and services, for **Preliminary Engineering**, described in Section 3 above, shall not exceed \$5,575.00.
- G. Payments for expenses, costs, and services, in **Final Plans & Specs**, described in Section 3 above, shall not exceed \$13,770.00.
- H. Payments for expenses, costs, and services, in **Construction Phase**, described in Section 3 above, shall not exceed \$7,010.00.
- I. Total project payments for direct non-labor expenses, Preliminary and Final Design, and

Construction Administration, described in Section 3 above, shall not exceed \$26,855.00.

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

**Section 5. OWNERSHIP OF DOCUMENTS**

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

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

**Section 6. SERVICES BY CITY**

City shall provide the following services under this Contract:

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

**Section 7. COMPLETION SCHEDULE**

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

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

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

**Section 8. NOTICE TO PROCEED**

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

**Section 9. TERMINATION OF CONTRACT**

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

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

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

**Section 11. EQUAL EMPLOYMENT OPPORTUNITY**

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

- B. If the Engineer fails to comply with the Federal Laws relating to Equal Employment Opportunity, it is agreed that the City at its option may do either or both of the following:
- 1) Cancel, terminate, or suspend the contract in whole or in part;
  - 2) Declare the Engineer ineligible for further City contracts until he is determined to be in compliance.

**Section 12. AMENDMENTS**

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

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

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

**Section 14. RIGHT OF REVIEW**

Engineer agrees that City may review any and all of the work performed by Engineer under this Contract. City 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:**

Thomas Hoover  
**Contact Person**

Owner  
**Title**

Thomas Hoover Engineering, LLC  
**Firm Name**

P. O. Box 1808  
**Address**

Keller, Texas 76244  
**City, State, Zip Code**

817-913-1350  
**Telephone No.**

**Section 18. INDEPENDENT CONTRACTOR**

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

**Section 19. INDEMNITY**

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

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

**Section 20. INSURANCE**

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

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

**Section 21. VENUE**

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

**Section 22. GOVERNING LAWS**

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

**Section 23. LEGAL CONSTRUCTION**

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

**Section 24. PUBLISHED MATERIAL**

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

**Section 25. CAPTIONS**

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

**Section 26. SUCCESSORS AND ASSIGNS**

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

**Section 27. ENTIRE AGREEMENT**

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

**Section 28. CONSTRUCTION PHASE SERVICES**

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

**Section 29 AGREED REMEDY**

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

**Section 30 CERTIFICATION**

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

**Section 31 THIRD PARTIES**

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

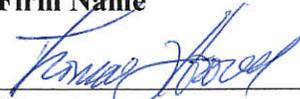
**Section 32    CONSEQUENTIAL DAMAGES**

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

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

Thomas Hoover Engineering, LLC  
**Firm Name**

**CITY OF HURST**

  
**Signature**

\_\_\_\_\_  
**City Manager**

\_\_\_\_\_  
**Owner**  
**Title**

\_\_\_\_\_  
**Executive Director of Public Works**

P. O. Box 1808  
**Address**

**APPROVED AS TO FORM:**

Keller, Tx 76244  
**City, State, Zip Code**

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

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into an Engineering Services Contract with Bartlett & West, Inc., for the design of repairs to the Hurstview Drive Bridge at the north crossing of Lorean Branch

Supporting Documents:

Engineering Services Contract

Meeting Date: 8/14/2018  
 Department: Public Works  
 Reviewed by: Greg Dickens  
 City Manager Review:

Background/Analysis:

The Texas Department of Transportation (TxDOT) as part of their "Off-System Bridge Inventory, Inspection and Appraisal Program" conducts bi-annual bridge inspections of all bridges on public roads within the state. They subsequently submit the inspection results to the bridge owners (cities and counties) and recommend any necessary repairs or preventive maintenance be completed.

The City of Hurst owns 29 bridges that are inspected by TxDOT as part of this program. The inspection found repairs are needed on the bridge where Hurstview Drive crosses Lorean Branch near Barbara Ann Drive. Bartlett & West's staff has the experience and qualifications to provide efficient repair solutions for the bridge repair design services and contract administration needed on the project. The proposed engineering fee is not to exceed \$35,000.

Funding Sources and Community Sustainability:

Sufficient funds are available in the project's budget. The planned bridge improvements supports Council's strategic priorities of Public Safety by adding new bridge rails to improve bridge safety and Infrastructure Revitalization by increasing useful bridge design life.

Recommendation:

City staff recommends City Council authorize the city manager to enter into a Contract with Bartlett & West, Inc., for the design of repairs to the Hurstview Drive bridge at the north crossing of Lorean Branch, in an amount not to exceed \$35,000.00.



THE STATE OF TEXAS :  
:  
COUNTY OF TARRANT :

**ENGINEERING SERVICES CONTRACT**

Hurstview Drive Bridge Repair  
Hurstview Drive at Lorean Branch

City of Hurst Project No. 6418-302

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

**WHEREAS**, City desires the professional services for bridge condition inspection, recommendations, preliminary and final design of repairs, preparation of plans, specifications and estimate, assistance during bidding, construction phase services, and preparation of as-built plans.

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

**Section 4. PAYMENT FOR SERVICES**

- A. Payment for services under Section 3 above will be lump sum, invoiced monthly based on percent complete as set out hereinbelow.
- B. Payments shall also include Direct Non-Labor Expenses which, in general, include expenses for supplies, transportation, equipment, travel, communication, subsistence and lodging away from home, and similar incidentals.

The Direct Non-Labor expenses shall be reimbursable at actual invoice cost plus 10%, except for living and travel expenses when away from the home office on business connected with the Project. All travel outside of the Dallas/Fort Worth Metropolitan Area to be made, which are reimbursable at actual invoice cost, by the Engineer in connection with the Project must first be approved in writing by the Executive Director of Public Works. The contract cost amount in Section 3 above shall include an estimate of the Direct Non-Labor expenses.

- C. Any Engineer Subcontractor cost shall be reimbursed at the actual invoice cost plus 10%. All expected subcontractor's cost shall be included in the contract cost amount shown in Section 3 above.
- D. Engineer shall submit itemized monthly statements for Services, Direct Non-Labor Expenses, and for Subcontractors Costs incurred. City shall make payments in the amount shown by the Engineer's monthly statements and other documentation submitted, and no interest shall ever be due on late payments.
- E. Payments for expenses, costs, and services, in **Preliminary Design**, described in Section 3 above, shall not exceed \$10,200.
- F. Payments for expenses, costs, and services, in **Final Design**, described in Section 3 above, shall not exceed \$14,800.
- G. Payments for expenses, costs, and services, in Bid Support and **Construction Administration**, described in Section 3 above, shall not exceed \$10,000.

- H. Total project payments for direct non-labor expenses, Preliminary and Final Design, and Construction Administration, described in Section 3 above, shall not exceed \$35,000.
- I. 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**

Contingent upon payment in accordance with this Agreement, all information and other data given to, prepared, or assembled by Engineer under this Contract, shall become the sole property of City and shall be delivered to City for use on this project. 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. City agrees that any future use, reuse, or modification of the Engineer's work product without retaining and maintaining the retention of the Engineer shall be at the City's sole risk and Engineer shall have no liability for changes made to or use of the drawings, specifications, and the City agrees to waive any and all claims against the Engineer and release, defend, indemnify and hold the Engineer harmless from any and all claims or liabilities arising therefrom.

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

**Section 6. SERVICES BY CITY**

City shall provide the following services under this Contract:

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

**Section 7. COMPLETION SCHEDULE**

The services furnished by the Engineer under this Contract will be completed in accordance with the schedule as outlined on Exhibit B.

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

**Section 8. NOTICE TO PROCEED**

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

**Section 9. TERMINATION OF CONTRACT**

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

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

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

**Section 11. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

**Section 12. AMENDMENTS**

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

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

The Engineer, his consultants, agents and employees, and Engineer's 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.

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**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:**

James E. Browne  
**Contact Person**

Senior Project Manager  
**Title**

Bartlett & West, Inc.  
**Firm Name**

4500 Mercantile Plaza Drive, Suite 301  
**Address**

Fort Worth, Texas 76137  
**City, State, Zip Code**

(817) 840-1571  
**Telephone No.**

**Section 18. INDEPENDENT CONTRACTOR**

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

**Section 19. INDEMNITY**

Engineer agrees to indemnify and hold City harmless against third party claims for damages, costs, and expenses of persons or property to the extent caused by any negligent act, error or omission of Engineer, or any employee of Engineer for whom Engineer is legally liable in the execution or performance of this Contract.

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

**Section 20. INSURANCE**

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

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

**Section 21. VENUE**

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

**Section 22. 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 9, Exhibit 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.

**Section 29. CONSTRUCTION PHASE SERVICES**

If Engineer performs any services during the construction phase of the project, Engineer shall not supervise, direct, or have control over Contractor's work. Engineer shall not have

authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Engineer does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

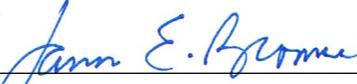
**Section 30. CONSEQUENTIAL DAMAGES**

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

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

Bartlett & West, Inc.

**Firm Name**



**Signature**

Senior Project Manager

**Title**

4500 Mercantile Plaza Dr., Ste. 301

**Address**

Fort Worth, Texas 76137

**City, State, Zip Code**

**CITY OF HURST**

\_\_\_\_\_  
**City Manager**

\_\_\_\_\_  
**Executive Director of Public Works**

**APPROVED AS TO FORM:**

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

Hurstview Drive Bridge Repair  
Hurstview Drive at Lorean Branch  
Exhibit A ENGINEER'S Services  
City of Hurst Project No. 6418-302

EXHIBIT A

General Scope of Work: The ENGINEER shall provide the services described herein for the repair of the bridge on Hurstview Drive at Lorean Branch in the City of Hurst, Texas; also referred to as Off-System structure no. 02-220-E019-70-001 in the files of the Texas Department of Transportation (TxDOT). Hereinafter, the structure may be referenced as the "*Hurstview Drive Bridge Repair*", or as the "*bridge*".

The services to be performed by the ENGINEER under this contract shall consist of preparation of preliminary and final engineering and final plans, specifications and estimates (PS&E) for repair of the Bridge on Hurstview Drive.

Bridge repair plans shall be prepared following Bridge Maintenance and Improvement Program (BMIP) guidelines outlined in the Bridge Project Development Manual (Texas Department of Transportation, March 1, 2018). Specifically, the BMIP is intended to improve physical conditions, not functionality of bridges by addressing issues affecting structural conditions before deterioration becomes irreversible. The goal is to address bridge condition needs through rehabilitation and repair.

For the Bridge on Hurstview Drive, the repairs shall:

1. Address deficiencies noted in the bridge report provided by TxDOT to the City of Hurst under cover letter dated November 8, 2016;
2. Include repairs or retrofit for elements shown on TxDOT Bridge Inspection Record (Form 1085) which are rated below 7, and as indicated below:
  - a. Deck (Item 58):
    - i. Deck (rating 6);
    - ii. Joints, Expansion, Sealed (rating 7);
    - iii. Railings (rating 6);
  - b. Superstructure (Item 59):
    - i. Main Members – Concrete (rating 5);
  - c. Substructure (Item 60):
    - i. Abutment Caps (rating 6);
    - ii. Intermediate Supports:
      1. Caps - Concrete (rating 6);
      2. Above Ground – Concrete (columns) (rating 6).
3. Include repairs for elements rated 7, which, if left unattended, may be rated less than 7 in the near future in subsequent annual Routine Inspections;
  - a. Channel (Item 61)
    - iii. Rip Rap, Toe Walls, Apron (rating 7);
  - b. Approaches (Item 65)
    - iv. Roadway (rating 7);
    - viii. Delineation (rating 7);
  - c. Miscellaneous
    - i. Signs.

Hurstview Drive Bridge Repair  
Hurstview Drive at Lorean Branch  
Exhibit A ENGINEER'S Services  
City of Hurst Project No. 6418-302

Detailed Scope of Work:

## I. PRELIMINARY DESIGN

- a. DATA COLLECTION (Bridge Reports): the ENGINEER shall collect and review the following available information:
  - i. TxDOT provided the bridge report to the City of Hurst under cover letter dated November 18, 2016. The bridge report has been provided to the ENGINEER and includes the following: location map, photographs (dated July 22, 2016), Bridge Inspection Record (August 28, 2016), and Bridge Summary Sheet (August 28, 2016).
  - ii. The TxDOT cover letter indicates additional information is in their files and is available. The ENGINEER shall request this information from TxDOT and review the information upon receipt.
- b. FIELD MEASUREMENTS: ENGINEER shall perform limited field measurements of elements of roadway, bridge, and channel (for use in preparing base sheets for subsequent use for recording location and area of deficiencies and plan sheets to indicate location and area of repair) within the following limits:
  - i. Roadway approach (75 feet at each end of the existing bridge), including curb and gutter and inlets adjacent to bridge.
  - ii. Bridge:
    1. Bridge superstructure: two-span flat slab (25 ft – 25 ft) including length, width and thickness; asphalt overlay limits and thickness; and drain locations;
    2. Abutments at each end of the bridge;
    3. Interior bent (cap, columns and exposed portions of footings);
    4. Railing.
  - iii. Channel, including approximate dimensions of riprap at each side; width of apron (at bottom of channel); and four channel cross-sections located as follows:
    1. 25 feet upstream of bridge
    2. At upstream face of bridge
    3. At downstream face of bridge
    4. 25 feet downstream of bridge
- c. PLAN SHEETS: prepare plan sheets (use as base sheets in Preliminary Design) for documentation of deterioration (showing location and dimensions of area, whether length and width, or length and height, etc.), and for use to indicate approximate location and area of repair):

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- i. Project Layout (including 75 ft of roadway approach each end of existing bridge): prepare plan view, elevation view, and typical section of roadway approach and bridge;
  - ii. Abutment: prepare plan, elevation view, and end views for the abutments at each end of the bridge;
  - iii. Interior Bent: prepare plan, elevation view (front & back) and end views;
  - iv. Slab Plan: prepare plan, elevation views (each side), and typical section;
  - v. Railing: show in slab elevation view and typical section;
  - vi. Channel: prepare plan view, and elevation views of left and right sides, and four channel cross-sections within limits from 25 feet upstream to 25 feet downstream of bridge.
- d. FIELD INSPECTION: the ENGINEER shall perform a limited visual field inspection of the roadway approach, bridge, and channel to confirm that conditions in the field are generally consistent with conditions documented in the bridge condition report(s) provided by TxDOT. It does not include performing detailed measurements or testing or sampling.

During the limited visual field inspection, the ENGINEER shall visually locate, mark in the field and record on field notes, the approximate location and limits of deficiencies noted in the Bridge Inspection Record (Form 1085) which resulted in a rating of less than 7 and as listed below:

- i. Spall (spalling): the ENGINEER shall classify the deficiency of spalls in Deck (Item 58), Substructure (Item 60), and Channel (item 61) in accordance with the guidelines included in the Concrete Repair Manual (TxDOT, January 2017) as:
  1. minor spall (see Concrete Repair Manual);
  2. intermediate spall (see Concrete Repair Manual);
  3. major spall (see Concrete Repair Manual) (It is not anticipated that spalls on the bridge will be classified as major spall).
- ii. Delamination: attempt to detect the limits of delamination, if found, in Deck (Item 58), Substructure (Item 60), and Channel (Item 61) by sounding by striking the concrete surface with a steel rod or ball-peen hammer, or by dragging a chain along the surface, so estimated repair limits can be shown on the repair plans;
- iii. Abrasion: determine limits of abrasion in Deck (Item 58) (top of slab), Substructure (Item 60) (columns), and Channel (Item 61) (apron). Determine whether spalls or abrasions controlled the rating of 6 (deck

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and columns), or 7 (channel apron); determine if areas of abrasion warrant repair;

- iv. Cracks: evaluate cracking in Deck (Item 58) (previously patched spalls in slab edges, Superstructure (Item 59) (slab soffit), Substructure (Item 60) (bent cap), and Channel (Item 61) (rip rap and apron);
- v. Rust (corrosion): will not be evaluated (bridge railing to be replaced);
- vi. Non-standard railing: railing and connection will not be assessed (bridge railing to be replaced);
- vii. Traffic Items, Delineators, Signs, etc.: review/confirm condition of traffic items, delineators, and signs.

Deficiencies shall be documented with sketches and photographs sufficient in detail to show approximate location and dimensions.

- e. RECOMMENDATIONS: prepare recommendations for repair and/or retrofit to improve physical conditions of various elements of the bridge as follows:
  - ii. elements currently rated below a condition rating of 7;
  - iii. elements rated 7, which, if left unattended, may be rated less than 7 in the near future.
- f. REPAIR and RETROFIT DETAILS: Repairs and retrofits, when implemented using competent construction techniques, are intended to remove the deficiency and restore the element to good physical condition (it is anticipated that the element will receive a condition rating of 7 during the next inspection performed following the completion of repairs, unless otherwise noted, however the Engineer cannot guarantee items that are repaired will receive a condition rating of 7 in a subsequent inspection). Repair details shall be provided for the following deficiencies identified in the bridge report:
  - i. Spalls: spall repair details shall be provided for the range of repairs as needed, depending upon spall classification (see Concrete Repair Manual) for: minor spalls and intermediate spalls; it is not anticipated that major spalls will be found.
  - ii. Delaminations: repair details – use spall repair details following removal of delaminated area to sound concrete;
  - iii. Abrasion: (repairs not anticipated);
  - iv. Cracks: prepare repair details and procedures using an epoxy appropriate for location, position; type of crack repairs include:
    - 1. Pressure injected (cracks in abutments, bent cap/columns);
    - 2. Flood coat of epoxy with routing of cracks as necessary (for repair of cracks found at the top of slab after removal of overlay preparation of the deck surface). Meetings were held with the Texas Department of Transportation to discuss appropriate

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methods to repair cracks in the soffit of the flat slab  
(Superstructure, Item 59). TxDOT agreed:

- a. with ENGINEER that sealing cracks at the top of the slab will prevent/reduce intrusion of surface water into the slab and would be expected to extend its remaining life;
  - b. the use of a low viscosity epoxy, applied as a flood coat on top of the slab (following removal of the existing asphalt overlay and surface preparation) is an appropriate solution to repair cracks in the soffit of the flat slab spans;
  - c. cracks in the soffit should be left open to allow the slab to dry after rainfall; there was consensus that sealing cracks in the soffit may hinder drying which may promote the continuation of, or possibly an increase in, the rate of corrosion of reinforcing steel (affected by moisture);
  - d. There is no assurance that, upon completion of repair, the condition rating of the Superstructure (Item 59) will improve from the current rating of 5.
3. An overlay should be applied on the existing bridge deck to seal the top to protect against intrusion of water (rain). Options will be considered during Preliminary Design in collaboration with the City. The following viable options have been coordinated with TxDOT:
- a. multi-layer polymer overlay (epoxy with aggregate surface; applied in minimum of two layers; nominal finished thickness is at least 3/8 in);
  - b. Latex Modified Concrete Overlay (2").
- v. Rust/corrosion: (will not be assessed; railing to be replaced);
  - vi. Bridge Railing Retrofit: the bridge railing will be replaced with TxDOT Combination Rail Type C1W; safety end treatments for railing at entering and exit sides of bridge, consistent with current TxDOT design practice will be provided in the PS&E;
  - vii. Reseal joint between asphalt pavement (roadway approach) and end of bridge concrete flat slab spans (25.0' – 25.0');
  - viii. Seal cracks in approach asphalt pavement;
  - ix. Seal cracks in concrete apron for channel from 25 feet upstream to 25 feet downstream of the existing bridge;
  - x. Traffic items, delineators, and signs: replace missing delineators; install load posting signs (furnished by City of Hurst/TxDOT).
- g. COORDINATION: meetings and communication:

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- i. Meetings: meet with City of Hurst, TxDOT as required;
  - ii. Progress Reports: provide weekly & monthly progress reports.
- h. QA/QC: provide Quality Assurance/Quality Control reviews and reporting.

## II. FINAL DESIGN

- a. REPAIR PLANS: The ENGINEER shall prepare plans for repair of the bridge. The plans shall include the following:
- i. Cover sheet: follow City of Hurst requirements;
  - ii. Index of plan sheets: follow City of Hurst requirements;
  - iii. Estimate & Quantity, Quantity Summary;
  - iv. Traffic Control Requirements: PS&E will not include a site-specific traffic control plan; provide notes on a plan sheet indicating Contractor is to provide a traffic control plan, prepared and signed/sealed by a licensed professional engineer for review and approval; include TxDOT traffic control standards in final PS&E;
  - v. Project Layout (Plan and Elevation, Typical Section): show and identify begin bridge, end bridge, bridge length, width, travel lanes, shoulders, approach pavement, traffic safety items, delineators, signs, abutment 1, abutment 2, interior bent, and channel, etc.;
  - vi. Abutment 1 (SW Abut) Repair Plan and Elevation: provide a plan view, front elevation, and end views. Show approximate location of each deficiency requiring repair (drawn to approximate size of defect). Show and call out areas of repair, provide approximate dimensions for repair, and indicate type of repair:
    - 1. For spalls or delaminations, refer to separate repair detail sheet; include notes on sheet to guide and control repair work;
    - 2. For crack, show approximate limits and configuration; call out crack repair and indicate limits.
  - vii. Abutment 2 (NE Abut) Repair Plan and Elevation: similar to Abut 1;
  - viii. Interior Bent Repair Plan and Elevation: provide a plan view, elevation view (front, back and end views). Show approximate location of each deficiency requiring repair (drawn to approximate size of defect). Show and call out areas of repair, provide approximate dimensions for repair, and indicate type of repair (spalls, delaminations and/or cracks as appropriate (similar to vi.1 and vi.2 above));
  - ix. Abutment and Interior Bent Repair Details: prepare repair details for abutments and interior bents (assume 2 sheets);

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- x. Slab Plan: provide plan view of top of slab, plan view of underside of slab, side views along left and right edges of slab. Show location of each deficiency requiring repair (drawn to approximate size of defect). Show and call out each repair, provide approximate dimensions for repair, and indicate type of repair;
  - xi. Slab Repair Details: prepare slab repair details including milling of surface, surface preparation, partial depth concrete repairs (if required), and overlay applied to top of slab;
  - xii. Rail replacement details: provide details for removal of existing railing, attachment of new railing to bridge slab; include TxDOT standards;
  - xiii. Inlet modification details: provide details for new inlet tops to facilitate anchorage of bridge railing and/or safety end treatment of railing;
  - xiv. Traffic item, delineator, signs: provide TxDOT standards.
- b. SPECIFICATIONS AND ESTIMATE BOOK: The ENGINEER shall prepare specifications and estimate document for the repair of the bridge. The document shall be 8 ½ x 11 and include the following:
- i. General Notes;
  - ii. Governing Specifications (Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, adopted by the Texas Department of Transportation, November 1, 2014);
  - iii. Special Provisions (limited use);
  - iv. Special Specifications (limited use);
  - v. Bid Items and Quantities.
- c. COORDINATION: meetings and communication:
- i. Meetings: meet with City of Hurst, TxDOT as required;
  - ii. Progress Reports: provide weekly & monthly progress reports;
- d. QA/QC: provide Quality Assurance/Quality Control reviews and reporting.

### **III. BID AND CONSTRUCTION SERVICES**

- a. SERVICES DURING BID PERIOD: The ENGINEER shall provide services as requested by the City during the BID PERIOD:
- i. Bid Proposal Form: prepare a bid proposal form following City of Hurst requirements;
  - ii. Requests for Information: respond to RFIs;
  - iii. Tabulation of Bids: prepare a tabulation of bids received.
- b. SERVICES DURING CONSTRUCTION:  
PROVIDED BY CITY

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City of Hurst Project No. 6418-302

- i. Complete front end boilerplate documents required for complete bidding and construction documentation including, Notice to Bidders, Instructions to Bidders, Agreement/Contract, Bonds, Insurance, General Conditions, Supplementary Conditions, and Wage Rates;
- ii. Agenda and minutes of Pre-construction Meeting.

PROVIDED BY ENGINEER

The ENGINEER shall provide services as requested during construction as follows:

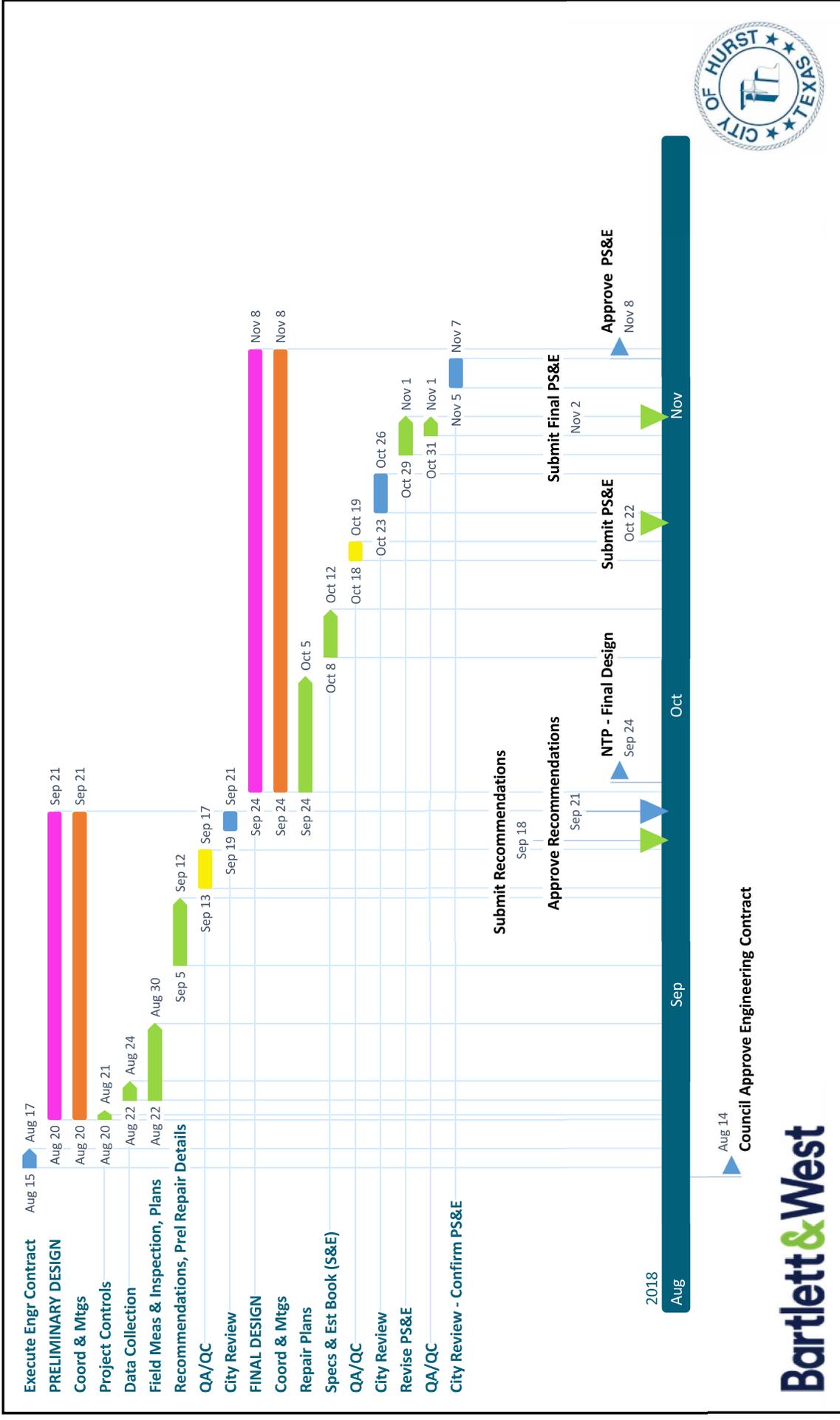
- i. Following removal of the existing asphalt overlay from the two slab spans, and surface preparation for overlay/sealing of the slab, the ENGINEER shall perform a limited visual field inspection of the top surface of the concrete slab to determine if additional repairs (cracks, spalls and/or delaminations) are necessary. The ENGINEER shall mark areas of the top of the slab requiring repairs (if distress is noted). Following the inspection of the top of the slab and marking of areas of deterioration, (if noted), the ENGINEER shall prepare a plan sheet showing approximate areas of the top of slab that require crack repair and or partial depth concrete repair. An allowance for crack repair and partial depth concrete repair shall be provided for in the final design plans and bid documents with notes to the Contractor indicating the quantities are allowance quantities for bid purposes;
  - ii. Requests for Information: review and respond to RFIs;
  - iii. Submittals: Review and approve Contractor submittals;
  - iv. Construction Inspection: site trips as requested (two max);
  - v. Pre-final Inspection: perform a pre-final inspection. Prepare a punch list for contractor follow-up;
  - vi. Final inspection: verify work has been completed, including punch list items;
  - vii. As-built Plans: prepare as-built plans; as-built plans will be delivered in mylar and digital format.
- c. COORDINATION: meetings and communication:
- i. Meetings:
    1. Contribute to agenda development; attend pre-construction meeting;
    2. Meetings with City of Hurst: as requested;
    3. Meetings with Contractor: as requested (pre-final punch list meeting, etc.).
  - ii. Progress Reports: provide weekly & monthly progress reports.
- d. QA/QC: provide Quality Assurance/Quality Control reviews and reporting.

Hurstview Drive Bridge Repair

Hurstview Drive at Lorean Branch

EXHIBIT B - DESIGN SCHEDULE

July 13, 2018



# Hurstview Drive Bridge Repair

Hurstview Drive at Lorean Branch

## EXHIBIT B - BID PERIOD SCHEDULE

July 13, 2018

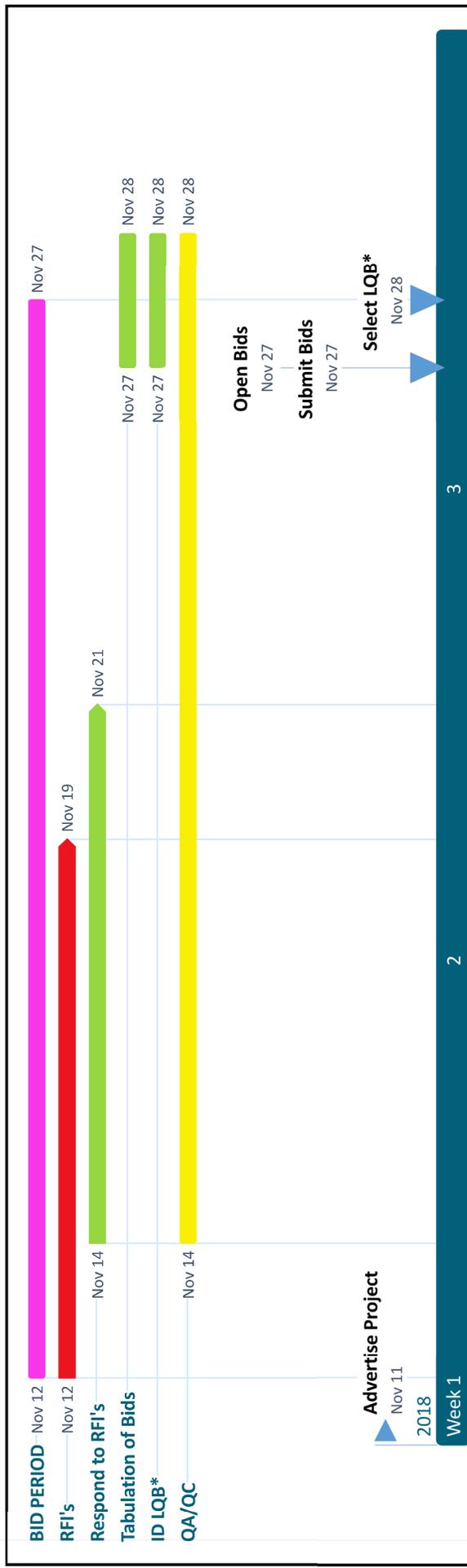
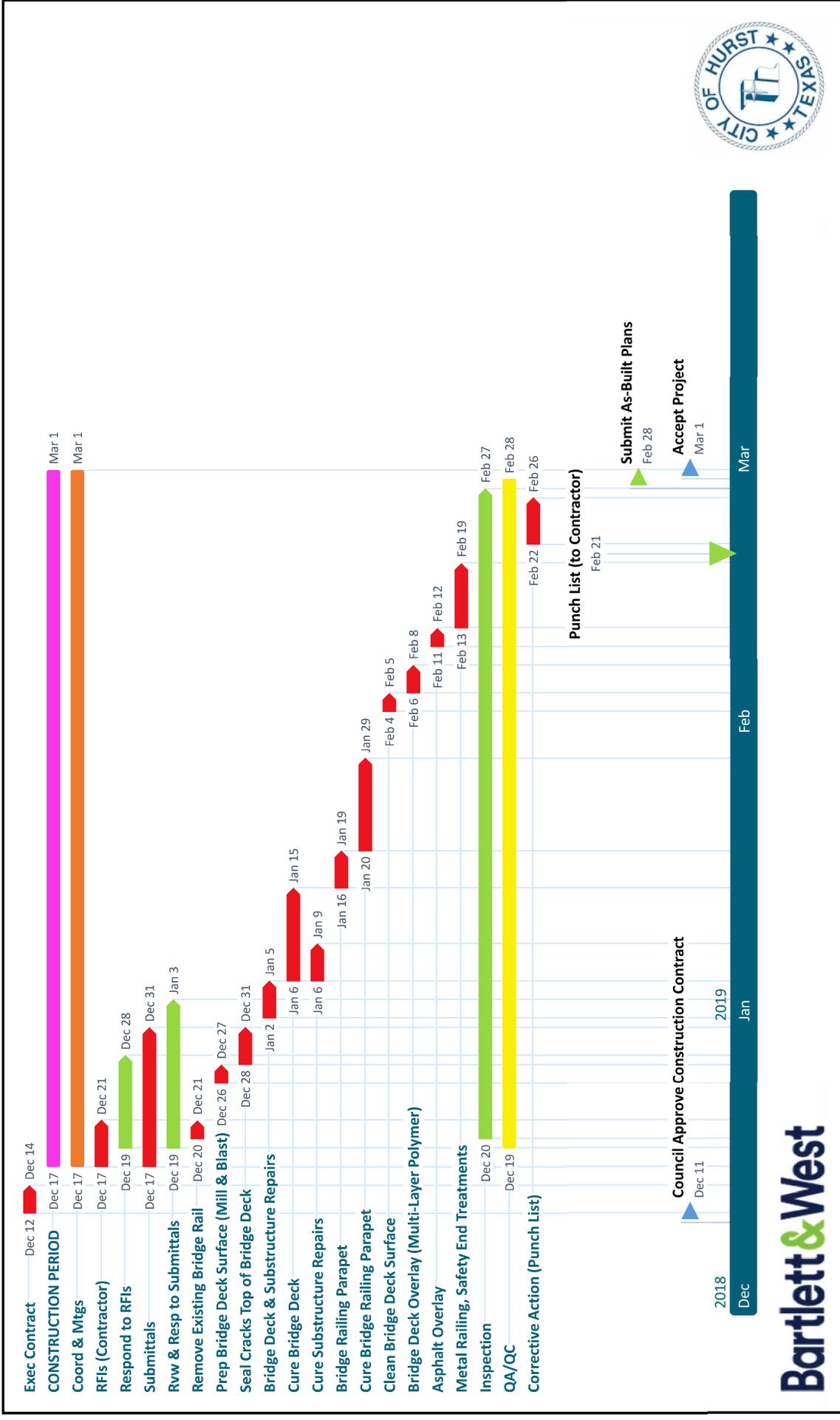


EXHIBIT B - CONSTRUCTION SCHEDULE



COUNTY OF TARRANT

STATE OF TEXAS

On the 12<sup>th</sup> day of July, 2018, at 2:30 p.m., the Historical Landmark Preservation Committee of the City of Hurst, Texas, convened in Regular Meeting at the Library, 901 Precinct Line Road, Hurst, Texas, with the following members present:

- Georgia Kidwell ) Chair
- Betty Whiteside ) Vice Chair
  
- Billye Runnels-Jones ) Members
- Larry Kitchens )
  
- Kyle Gordon ) Managing Director of Community Services
- Jesse Loucks ) Library Director
- Hannah Titony ) Library Assistant - Administration

with the following members absent: Carol Cole and Charles Swearengen, constituting a quorum, at which time the following business was transacted:

**I. Call to Order**

Georgia Kidwell called the meeting to order at 2:34 p.m.

**II. Roll Call of Members**

Hannah Titony conducted the Roll Call of Members.

**III. Approval of Minutes**

The minutes of the June 14<sup>th</sup>, 2018 regular meeting were reviewed and approved as written.

**IV. Works in Progress**

**A. "A History of Hurst" Website Update:** City Staff has contacted Dr. Haynes, a UTA professor, to enroll his help in reviewing the information provided in the four Hurst history narratives. Dr. Haynes' expertise will provide the Committee with guidance as they prepare to recommend changing the name of Parker Cemetery to Post Oak-Parker Cemetery.

Kyle Gordon reminded the Committee that if the plan for Dr. Haynes to assist the Committee does not work out, a Committee liaison will need to be selected to assist with finding a historian that can vet the narratives.

**B. Parker Cemetery Project Update:** Mr. Gordon informed the Committee that this project was presented before City Council on Tuesday, July 10<sup>th</sup> and was approved unanimously. Mr. Gordon reminded the Committee of the project balance.

Hannah Titony distributed the permanent fence easement agreement written by the City Attorney. This document will be used as an agreement with Mr.

Tylaska. The next step will be for the staff to approach Mr. Tylaska to sign the agreement. Once this is completed, the project can move forward with the survey and then the design phase will begin.

- C. **Historic Texas Cemetery Designation:** The archeologist, Mr. Banks, will complete this application in conjunction with the antiquities permit throughout the project.
- D. **Iris Removal Update:** This item has been tabled until the fence project is complete.
- E. **Parker Cemetery Water Source:** This item has been tabled until the fence project is complete.
- F. **DAR Service Project:** Larry Kitchens informed the Committee that the Nathaniel Lewis Chapter of the DAR will be partaking in a service project in which they record and photograph each of the grave markers in Parker Cemetery. The DAR will convene for an orientation in August and then move forward with the project from there.

#### V. **Communications**

None at this time.

#### VI. **Unfinished Business**

- A. **Alternative Historical Landmark Significance Recognition Proposal:** City Staff will be reviewing this proposal with the City Secretary and City Attorney before presenting to the City Council for their review. At the present date, two proposals have been received by the Committee: Hurst Belaire Theater and West Hurst Elementary, and three are pending review: 413 Brown Trail, 412 Brown Trail, and 1020 Pipeline Road.

#### VII. **New Business**

None at this time.

#### VIII. **Informational Items**

- A. **Historical Photo Exhibition:** Administration Staff is reviewing the Committee's comments regarding the program. Due to limited Staff resources and per the Committee's recommendation, this project is delayed until the fence project is completed.
- B. **Hurst History Project Video Approval:** Jesse Loucks presented the Oral History Video of Betty Whiteside. The Committee approved the video.

Ms. Kidwell commented that Ms. Whiteside mentioned the Bellevue Baptist Church in her Oral History Video and that this location should be added to the

Alternative Historical Landmark Significance Recognition proposals pending review.

- C. Phase V Candidate Update:** Mr. Loucks displayed the Oral History timeline and informed the Committee that there are two Phase IV videos left for the Committee to view and soon the videographer will begin shooting Phase V.

Mr. Loucks requested contact information for Glen Whitley, Larry Belue, and Henry Radde. Mr. Kitchens stated he will continue to try to speak with Glen Whitley and Henry Radde. If these candidates cannot be reached, the Committee will need to select new candidates.

**IX. Other Business**

None at this time.

**X. Board Member and Citizen Comments**

None at this time.

**XI. Adjournment**

There being no further business, the meeting was adjourned by Chair Georgia Kidwell at 3:48 p.m.

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

APPROVED:

ATTEST:

\_\_\_\_\_  
CHAIR

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

CITY OF HURST

Final Draft

COUNTY OF TARRANT

STATE OF TEXAS

On the 19<sup>th</sup> day of July, 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	)	
Allan Heindel	)	Deputy City Manager
Kyle Gordon	)	Managing Director of Community Services
Eric Starnes	)	Director of Facilities & Project Management
Chris Watson	)	Recreation Director
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.
- 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 June 21, 2018 regular meeting; Bob Walker seconded the motion.

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

NOES: None

**IV. Staff Report:**

**A. Director's Report:**

1. **June Participation Report:** Chris Watson, Recreation Director, presented the following statistics for the June Participation Report:

<u>June</u>	
Recreation Center	17,642
Classroom Programs	1,659
Fitness Center	4,469
Tennis Center	1,233
Facility Rentals	180
Active Members	2,474

- 2. Program Highlight:** Chris Watson reported that the July Program Highlight features the Private Swim Lessons Program. He noted that this new class has been added to the Learn to Swim program. The class is offered on Saturday mornings and has already exceeded expectations with ten additional slots being added to the original 24 slots offered. The lessons cost \$50.00 for four consecutive Saturdays, each lesson is thirty minutes.

**B. Special Events:**

- 1. 2018 Chisholm Fish Stocking Program:** The dates for the upcoming fish stocking at the Chisholm Park Pond were displayed.
- 2. Stars & Stripes Recap:** Chris Watson reported that the 17<sup>th</sup> Annual Hurst Stars & Stripes event took place on Wednesday, July 4<sup>th</sup>, at Hurst Community Park. The event hosted a new band, Blue Water Highway, and had an estimated 32,000 attendees. Social Media comments and feedback were presented to the Board.
- 3. Dive-in Movie Recap:** The first Dive-in Movie took place on July 14<sup>th</sup> at Central Aquatics Center. 250 attendees enjoyed the movie feature, *Despicable Me 3*. Tickets were sold at the door for \$5.00 per person, season pass holders were allowed to attend at no charge. Positive feedback comments from Social Media were presented.
- 4. Kids All American Fishing Derby:** The Kid's All American Fishing Derby is scheduled for September 21<sup>st</sup> at Chisholm Park Pond. In-N-Out Burger will offer a free meal to each participant at the event.
- 5. Fall Festival Preview:** Chris Watson reported that the Hurst Fall Festival event is scheduled for October 6<sup>th</sup>. This event will take place at the Bellaire Shopping Center, Vivagene Copeland and Bellaire Parks. The event will include live music, food vendors, a craft fair, and hay rides.

**C. Works in Progress:**

- 1. TXDOT Green Ribbon Grant Phase 2:** The project is complete. The contractor is responsible for plant maintenance until mid-2019.

2. **TXDOT Green Ribbon Grant Phase 3:** The project was publicly bid on June 29<sup>th</sup>. TXDOT is reviewing all the bids and will approve the project for construction in August. The project should start in the fall pending 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 has paid for a consultant to design the landscape for the medians and the construction will be paid for out of the highway project.
4. **Pipeline Road Phase 2 Improvements:** The construction project should be complete by late 2018. The landscaping part of the project will be installed early 2019.
5. **Senior Center Parking Lot Lighting:** An exterior pole light fixture fell on the east side of the parking lot in early July. As a result, staff contacted a City approved electrician to verify and secure all other parking light fixtures to ensure that this does not happen again.

#### **D. Staff Activities:**

1. **August Calendar:** Chris Watson reviewed the calendar of events for the month of August.
2. **New Fitness Coordinator:** Chris Watson reported that Kyle Massingill has accepted the position of Fitness Coordinator at the Recreation Center. Kyle is a graduate of The University of Texas and is a certified Master Trainer. He will provide group and individual training, along with offering Bootcamp Classes and nutritional and wellness training.
3. **Adult Softball Personnel Retirement:** Chris Watson reported that Beverly Wright, Softball Scorekeeper Coordinator, is retiring at the end of the summer season. Beverly has hired and trained scorekeepers for the Adult Softball Program for over 45 years.

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

#### **VI. Communications:**

- A. **Social Media Comments:** Chris Watson presented positive emails regarding the Aquatics Center's Dive-In Movie event, and compliments for the lifeguards at Chisholm and Central Aquatics Centers.

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

**VIII. New Business:** None to discuss at this time.

**IX. Informational Items:**

**A. 2018 Aquatics Season Update:** Chris Watson reviewed the end of season dates for the 2018 Aquatics Season. He noted that Central and Chisholm Aquatics Center’s regular season will end on August 20<sup>th</sup>. Chisholm will be open for the weekend on August 25<sup>th</sup> and 26<sup>th</sup> and September 1<sup>st</sup> through 3<sup>rd</sup>.

**B. Employee Picnic Preview:** The Annual City Employee Picnic is scheduled for September 8<sup>th</sup>, 12:00 p.m. to 4:00 p.m., at the Chisholm Aquatics Center. Soulman’s BBQ will cater the lunch.

**C. NRPA Parks & Recreation Month:** Chris Watson 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, Play Safe at Chisholm Aquatics Center, and Frozen Friday at the Hurst Senior Center.

**D. 2018-19 Budget Update:** Allan Heindel presented an overview of the City’s budget for FY 2018-19. The presentation included a summary of the General Fund and Community Services Half Cent Fund, PAYGO projects, and Park Donation Fund.

**X. Board Member and Citizen Comments:** Rod Robertson inquired if athletic activities had guidelines regarding playing in excessive heat. Allan Heindel reported that the Youth Associations would make that decision. Adult leagues are scheduled at night, when it is cooler. Allan noted that staff would contact the Youth Associations to confirm their guidelines regarding game play in excessive heat.

**XI. Adjournment:** Ralph Hurd made a motion to adjourn the meeting.

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

NOES: None

Alan Neace adjourned the meeting at 6:55 p.m.

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

APPROVED:

ATTEST:

\_\_\_\_\_  
CHAIRMAN

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

COUNTY OF TARRANT

STATE OF TEXAS

On the 17<sup>th</sup> day of July, 2018, at 5:30 p.m., the Library Board of the City of Hurst, Texas, convened in Regular Meeting at the Library, 901 Precinct Line Road, Hurst, Texas, with the following members present:

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

**I. Call to Order**

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

**II. Roll Call of Members**

Teri Smith conducted the Roll Call of Members.

**III. Approval of Minutes**

The minutes of the June 19, 2018 regular meeting were reviewed and approved as written.

**IV. Librarian’s Report**

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

<u>June</u>	
Circulation.....	39,652
Number of Active Patrons.....	29,859
Volunteer Hours.....	399
Door Count.....	15,070
Electronic Usage Sessions.....	6,818
Page Views.....	11,792
Net Revenue .....	\$ 2,234
Children’s Programming.....	3,102
Adult Programming.....	1,069

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

**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 is getting ready to roll out starting in Bedford and should be ready for deployment in Hurst next month.

2. **Parking Lot Improvements:** Allan Heindel explained that the City's Public Works Department has worked with the contractor to overlay and stripe the entire parking lot. Improvements to the handicap ramps to meet ADA requirements will occur in the near future.

3. **Program Room Stage Lights Update:** Mr. Heindel informed the Board that Staff has worked with Ford AV to replace the Program Room stage lights that are now working very well.

4. **Teen Zone Improvements:** Jesse Loucks informed the Board of the improvements to the Library's Teen Zone including a new television, X-Box, and a modular sofa. He also noted that the Friends of the Hurst Public Library have approved new chairs in their FY 18-19 budget.

**E. Staff Activities**

1. **Staff Training:** Mr. Loucks stated that the new Circulation Manager, Robin Swaringen, is teaching a new shelving technique for new staff to improve their accuracy.

**V. Reports of the Committees**

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

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

2. **2018-19 Budget Update:** Allan Heindel gave a brief overview of the 2018-19 Budget.

**VI. Communications**

None at this time.

**VII. Unfinished Business**

None at this time.

**VIII. New Business**

None at this time.

**IX. Informational Items**

- A. 2018 Hurst Stars & Stripes Recap:** Allan Heindel reported that the 17<sup>th</sup> Annual Hurst Stars & Stripes event took place on Wednesday, July 4<sup>th</sup>, at Hurst Community Park. The event hosted a new band, *Blue Water Highway* along with *Infinite Journey* and *Emerald City*. There were an estimated 32,000 attendees. Several positive social media comments were displayed for the Board.
- B. 2018-19 Budget Update:** Mr. Heindel gave a brief overview of the budget process and a summary of the 2018-19 budget. He noted that the restroom renovations were approved in this year's budget and should begin soon.
- C. Oral History Project Update:** Jesse Loucks gave an update on the Oral History Project stating that Phase V is currently in process with 8 candidates scheduled for interviews. A display of the process and interviewees was shown to the Board.
- D. Summer Reading Club Update:** Mr. Loucks gave an update of the Library's Summer Reading Club program stating that there are over 1,500 participants this year.
- E. Dallas Zoo Recap:** Mr. Loucks reported that the ever popular Dallas Zoo event took place on Wednesday, June 13<sup>th</sup> at 12:45 and again at 2:00 p.m. had a variety of animals for the participants to observe and touch including an owl, lizard, alligator, flamingo, anteater, etc. There were approximately 700 in attendance.
- F. Police Activities League Summer Camp:** Mr. Loucks gave an update of the PALS Camp activities that included games, lunch and a movie for the 70 participants.

**X. Board Member and Citizen Comments**

None at this time.

**XI. Adjournment**

There being no further business, the meeting was adjourned by Chair Betty Whiteside at 6:15 p.m.

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

APPROVED:

ATTEST:

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CHAIRMAN

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RECORDING SECRETARY

COUNTY OF TARRANT

STATE OF TEXAS

On the 19<sup>th</sup> day of July, 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
  
- Allan Heindel ) Deputy City Manager
- Kyle Gordon ) Managing Director of Community Services
- Teri Smith ) Community Services Administrative Assistant
- Linda Rea ) Senior Center Director
- Michelle Varley ) Activities Supervisor

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 June 21, 2018 meeting were approved as written.

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

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

<u>June</u>	
Center Attendance.....	12,811
Number of Members.....	1,869
Volunteer Hours.....	1,214
Net Revenue.....	\$ 14,169
Fitness Center Attendance.....	2,773
Class Attendance.....	2,931
Aquatics.....	253

**B. Programs & Events Report:** The Programs & Events Report for June 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 Lighting Fixtures:** Allan Heindel explained that after a light fixture fell in the Senior Center parking lot, the fixture has been replaced and all other lighting structures are being checked to ensure that there are no other fixtures in danger of falling.

2. **Dishwasher Replacement:** Mr. Heindel reported that the dishwasher in the Senior Center Kitchen has not been functioning properly and City Staff is checking into repairing or replacing it.

3. **Fireplace Improvements:** Mr. Heindel reported that the fireplace has been repaired so that the pilot light does not stay on permanently.

4. **Restroom Cabinets:** Allan Heindel explained that a new cabinet has been installed in the restroom in an effort to make storage space for the paper supplies and to make the restroom more aesthetically pleasing.

**E. Staff Activities**

1. **Northeast Senior Community Forum:** Linda Rea attends the Northeast Senior Community Forum on the 3<sup>rd</sup> Tuesday of every month at the North Richland Hills Library from 9:00 to 10:30 a.m. She noted that in June the speaker gave a presentation on Diabetes and Senior Education.

2. **Staff Certification:** Ms. Rea reported that she has received an instructor certification for the Ageless Grace program so that she may help teach at the Center.

**V. Communications**

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

1. **Craft Fair Notice:** Ms. Varley also handed out flyers for the upcoming Craft Fair October 19<sup>th</sup>. She noted that the application for vendors will be available starting on July 20<sup>th</sup> at the Senior Center and also online on the City website.

**VI. New Business**

None at this time.

**VII. Informational Items**

- A. Program Highlight – Member Mixer:** Michelle Varley gave a brief overview of the Member Mixer (annual summer party) that will be held on August 17<sup>th</sup>. She noted that the entertainment this year will be *Now & Then* (70’s music). Participants will need to sign up prior to the event.
- B. 2018-19 Budget Update:** Allan Heindel gave a brief overview of the budget process and a summary of the 2018-19 budget.
- C. Summer Fun with the Grandkids:** Michelle Varley gave a preview of the 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, pizza, an ice cream sundae bar, crafts, and other fun activities.
- D. Pillowcase Challenge:** Ms. Varley explained that the Senior Center Staff works closely with *Right at Home* to brighten rooms with handmade pillowcases. The Center members recently donated 54 pillowcases that were distributed to area nursing homes.
- E. Facebook Page Update:** Ms. Varley brought to the Board Members attention the City’s Facebook Page where City events including the Senior Center events are publicized.
- F. Stars & Stripes July 4<sup>th</sup> Recap:** Allan Heindel reported that the 17<sup>th</sup> Annual Hurst Stars & Stripes event took place on Wednesday, July 4<sup>th</sup>, at Hurst Community Park. The event hosted a new band, *Blue Water Highway* along with *Infinite Journey* and *Emerald City*. There were an estimated 32,000 attendees. Several positive social media comments were displayed for the Board.

**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 11:48 a.m.

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

APPROVED:

ATTEST:

\_\_\_\_\_  
CHAIR

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

## Future Event Calendar

August 14, 2018

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

<b><u>DATE AND TIME</u></b>	<b><u>ACTIVITY</u></b>
Wednesday, August 15, 2018	Board, Commission and Committee Application Deadline
Saturday, August 18, 2018 7:30 a.m.	City Council Budget Worksession City Hall, First Floor Conference Room
Tuesday, August 28, 2018 6:30 p.m.	Budget Public Hearing City Council Chambers
Monday, September 3, 2018	City Hall Closed- Labor Day Holiday
Tuesday, September 4, 2018 5:00 p.m.	Tax Rate Public Hearing City Council Chambers
Saturday, September 29, 2018 10:00 a.m. to 2:00 p.m.	Fire Department Open House 2100 Precinct Line Road
Tuesday, October 2, 2018 5:30 p.m.	National Night Out (Library and Vivagene Copeland Park)