

**WORK SESSION AGENDA OF THE CITY COUNCIL OF HURST, TEXAS
LIBRARY, 901 PRECINCT LINE ROAD
CONFERENCE ROOM
TUESDAY, NOVEMBER 13, 2018 – 4:30 P.M.**

I. Call to Order

II. Conduct interviews and discuss boards, commissions and committees

III. Informational Items

-) **Discussion of Hurst 101 Citizens Academy and Youth in Government Programs**

IV. Discussion of Agenda Item(s) 7

Consider Ordinance 2399, first reading, amending certain sections of Chapter 3 of the Code of Ordinances regulating the sale of alcoholic beverages

Rita Frick

V. Discussion of Agenda Item(s) 8

Consider Ordinance 2400, first reading, providing for increased prior and current service annuities under the act governing the Texas Municipal Retirement System for retirees and beneficiaries of deceased retirees of the City of Hurst, and establishing an effective date for the ordinance

Matia Messemer

VI. Discussion of Agenda Item(s) 9

Consider Ordinance 2401, first reading, regulating short-term rentals in Hurst

Michelle Lazo

VII. Discussion of Agenda Item(s) 10

Consider authorizing the city manager to enter into an Agreement with Davis & Davis, Inc., to provide design services for the Hurst Tennis Center project

Allan Heindel

VIII. Discussion of Agenda Item(s) 11

Consider authorizing the city manager to enter into an Engineering Services Contract with Halff Associates, Inc. for design of repairs to Valley View Branch concrete channel liner from East Pipeline Road to Plaza Boulevard

Greg Dickens

IX. Discussion of Agenda Item(s) 12

Consider authorizing the city manager to enter into an Engineering Services Contract with Half Associates, Inc. for Citywide Drainage Master Plan, Phase 3 – Walker Branch

Greg Dickens

X. Discussion of Agenda Item(s) 13

Consider appointments to board, committee and commissions

Rita Frick

EXECUTIVE SESSION in Compliance with the Provisions of the Texas Open Meetings Law, Authorized by Tex. Government Code Section 551.074, Personnel - (Evaluation of City Council Appointees) and Section 551.071, Consultation with City Attorney to seek advice regarding Pending or Contemplated Litigation (water damage Hurstview Drive and Yucca Trail) to reconvene in Open Session at the conclusion of the Executive Session

XI. Adjournment

Posted by:_____

This the 9th day of November 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
LIBRARY, 901 PRECINCT LINE ROAD
TUESDAY, NOVEMBER 13, 2018**

AGENDA:

4:30 p.m. - Work Session (Library, Conference Room)

6:30 p.m. - City Council Meeting (Library, Program Rooms North and South)

CALL TO ORDER

INVOCATION (Councilmember Thompson)

PLEDGE OF ALLEGIANCE

PROCLAMATION(S) AND PRESENTATION(S)

1. Proclamation recognizing Annette Marsh and Taps 'n Tunes Event
2. Proclamation recognizing Small Business Saturday

CONSENT AGENDA

3. Consider approval of the minutes for the October 23, 2018 City Council meetings
4. Consider authorizing the purchase of fitness equipment for the Hurst Recreation Center
5. Consider authorizing the city manager to enter into a Purchase Agreement with Red the Uniform Tailor for police department uniforms and equipment
6. Consider authorizing the city manager to enter into a Purchase Agreement with NMS Labs and Tarrant County Medical Examiner for evidence processing services

ORDINANCE(S)

7. Consider Ordinance 2399, first reading, amending certain sections of Chapter 3 of the Code of Ordinances regulating the sale of alcoholic beverages
8. Consider Ordinance 2400, first reading, providing for increased prior and current service annuities under the act governing the Texas Municipal Retirement System for retirees and beneficiaries of deceased retirees of the City of Hurst, and establishing an effective date for the ordinance

9. Consider Ordinance 2401, first reading, regulating short-term rentals in Hurst

OTHER ITEM(S)

10. Consider authorizing the city manager to enter into an Agreement with Davis & Davis, Inc., to provide design services for the Hurst Tennis Center Project
11. Consider authorizing the city manager to enter into an Engineering Services Contract with Halff Associates, Inc. for design of repairs to Valley View Branch concrete channel liner from East Pipeline Road to Plaza Boulevard
12. Consider authorizing the city manager to enter into an Engineering Services Contract with Halff Associates, Inc., for Citywide Drainage Master Plan, Phase 3 – Walker Branch
13. Consider appointments to board, committee and commissions

OTHER BUSINESS

14. Review of board, commission and committee meeting minutes:
 -) Library Board
 -) Parks and Recreation Board
 -) Historical Landmark Preservation Committee
 -) Hurst Senior Citizens Advisory Board
15. Review of upcoming calendar items
16. 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 Section 551.074, Personnel - (Evaluation of City Council Appointees) and Section 551.071, Consultation with City Attorney to seek advice regarding Pending or Contemplated Litigation (water damage Hurstview Drive and Yucca Trail) to reconvene in Open Session at the conclusion of the Executive Session

17. Take any and all action ensuing from Executive Session

ADJOURNMENT

Posted by: _____

This 9th day of November 2018, by 5:00 p.m., in accordance with Chapter 551, Texas Government Code.

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

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Office of the Mayor

Proclamation

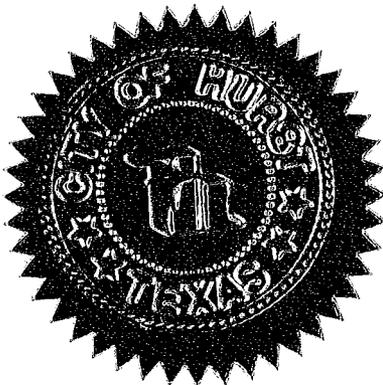
City of Hurst

- Whereas,** Annette Marsh and husband, Barry, moved to Hurst in 1982, serving the community through volunteer work, Taps 'n Tunes productions and Veterans Day Tributes; and,
- Whereas,** Mrs. Marsh initiated the successful Annual Veteran's Day Tribute to honor the men and women to whom we owe our freedom and those who continue to serve in the military forces; and,
- Whereas,** Taps-N-Tunes is a widely known and recognized non-profit group of volunteers dedicated to the arts, promoting senior entertainers, and providing entertainment to underserved seniors and military veterans; and,
- Whereas,** the Lifetime Presidential Service Award, Northeast Tarrant Chamber Hometown Hero Award, and the ARTSNET Award for Community Service were presented to Annette for countless hours of service to others.

Now, Therefore, I, Henry Wilson, Mayor of Hurst, Texas, on behalf of the entire City Council and all our citizens do hereby recognize:

Annette Marsh

for outstanding contributions to the City of Hurst and surrounding communities and wish her continued success in all future endeavors.



WITNESS MY HAND AND THE OFFICAL SEAL
of the City of Hurst, Texas, on this the 13th day of
November 2018.

Henry Wilson

Henry Wilson, Mayor

Office of the Mayor

Proclamation

City of Hurst

- Whereas,** the City of Hurst, Texas celebrates local small businesses and contributions made to the local economy and community. According to the United States Small Business Administration, small businesses are responsible for sixty-five percent of net new jobs created from 2000 to 2017; and
- Whereas,** small businesses employ forty-seven percent of the employees in the private sector in the United States; and
- Whereas,** consumers, who are aware of Small Business Saturday, said the day encourages them to Shop Small all year long; and
- Whereas,** consumers shop and dine at small, independently-owned businesses to support their community; and
- Whereas,** Hurst, Texas supports local businesses for creating jobs, boosting the local economy and preserving our communities; and
- Whereas,** advocacy groups, as well as public and private organizations, endorse the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Henry Wilson, Mayor of Hurst, Texas, on behalf of the entire City Council and all our citizens do hereby proclaim, November 24, 2018, as:

SMALL BUSINESS SATURDAY

and urge the residents of our community, to support small businesses and merchants on Small Business Saturday and throughout the year.



WITNESS MY HAND AND THE OFFICIAL SEAL
of the City of Hurst, Texas, on this the 13th day of
November 2018.

Henry Wilson

Henry Wilson, Mayor

Minutes
Hurst City Council
Work Session
Tuesday, October 23, 2018

On the 23rd day of October 2018, at 4:30 p.m., the City Council of the City of Hurst, Texas, convened in Work Session at Hurst City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

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
Michelle Lazo	)	Executive Director of Planning and Community Development
Steve Bowden	)	Executive Director of Economic Development
Eric Starnes	)	Director of Facilities and Project Manager

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 4:30 p.m.

II. Informational Items

-) Staff presentation and discussion of short term rental and single-family zoned property. Executive Director of Planning and Community Development Michelle Lazo and Executive Director of Strategic and Fiscal Services Clayton Fulton provided several ordinances from area cities regarding regulating short-term rentals. Council discussed the issues with regulations, zoning and the possibility of state legislation in the future. Council requested staff prepare an ordinance for consideration at the next Council meeting.
-) Staff presentation and discussion on city infrastructure and upcoming projects. City Manager Clay Caruthers briefed Council on several facility roof leaks during the recent rain events, including the Justice Center and City Hall. He stated an item will be presented to Council, for consideration in the near future, regarding City Hall and Justice Center roof repairs. He stated the Pipeline Road Project has also started up again after the recent rain event. Executive Director of Public Works Greg Dickens stated the Valleyview Branch outfall sewer had some overflow during the rain near Redbud, which was aggravated by a sewer and water main break in the City of Bedford.

City Manager Caruthers noted the cost of placing the City seal on the City Council chairs in the Council Chamber and Council discussed cost versus practicality of this item. Executive Director of Public Works Greg Dickens provided an update on the upcoming Transportation Safety and Infrastructure Committee meeting topics and City Manager Caruthers stated staff is working with the newly formed committee to establish meeting dates.

- J Discussion of board, commission and committee vacancies. Council discussed recent vacancies on the boards, commissions and committees and requested an item be placed on the next City Council meeting agenda for discussion.

III. Discussion of Agenda Item(s) 9

Consider Resolution 1714 continuing support and participation in the Community Powered Revitalization Program and agreeing to expenditures allowed under the Texas Local Government Code Chapter 380.

Executive Director of Planning and Community Development Michelle Lazo briefed Council on the Community Powered Revitalization (CPR) Program and partnership with 6Stones. She stated the proposed resolution allows the City to match 30% of the improvement cost, not to exceed \$25,000 annually, and a \$25,000 annual lump sum towards CPR staff salary. Executive Director of Administration and Customer Services Malaika Marion Farmer noted 6Stones requested the Council participate in a Dash for Hope event, designed to replace the Bus Pull event. She stated the event will be Friday, December 7, 2018, at Pennington Field.

IV. Discussion of Agenda Item(s) 10, 11 and 12

Consider award of Bid for State Highway 10 Phase III Landscaping Project.

Consider approval of Resolution 1713 authorizing the Local Project Advance Funding Agreement for the Green Ribbon Landscape Improvements Project.

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

Deputy City Manager Allan Heindel briefed Council on the landscape medians on Highway 10, noting the success of the Texas Department of Transportation (TxDOT) Green Ribbon Landscape Improvement Grant Program utilized for the various phases. He stated the items provide for award of construction contracts, to Green Scaping, for Phase III, the required Advanced Funding Agreement with TxDOT for Phase IV and an agreement with Kimley-Horn and Associates, Inc., to provide the design and engineering services. He stated Director of Projects and Facilities Eric Starnes will provide a detailed presentation in the meeting.

V. Discussion of Agenda Item(s) 13

Consider authorizing the city manager to enter into a Contract with Rey-Mar Construction for North Precinct Elevated Storage Tank Water Quality Improvements.

Executive Director of Public Works Greg Dickens briefed Council on the contract, with Rey-Mar Construction, for the North Precinct Elevated Storage Tank water quality improvements, detailing the components involved in the hyper-chlorine system, which will provide a more consistent chlorine level in the tank and compliance with state regulations.

EXECUTIVE SESSION in Compliance with the Provisions of the Texas Open Meetings Law, Authorized by Tex. Government Code 551.072 deliberate the purchase, exchange, lease, or value of real property (Animal Control Shelter) and 551.087 deliberation and conducting of economic development negotiations regarding financial information relative to prospective business expansion in the City and Section 551.074, Personnel - (Evaluation of City Council Appointees)and to reconvene in Open Session at the conclusion of the Executive Session.

Mayor Wilson recessed the meeting at 5:44 p.m. to Executive Session in compliance with the provisions of the Texas Open Meetings Law, authorized by Texas Government Code 551.072 deliberate the purchase, exchange, lease, or value of real property (Animal Control Shelter) and 55.1087 deliberation and conducting of economic development negotiations regarding financial information relative to prospective business expansion in the City and Section 55.1074, Personnel – (Evaluation of City Council Appointees) and reconvened to Open Session at 6:06 p.m.

VII. Adjournment – The meeting adjourned at 6:45 p.m.

APPROVED this the 13th day of November 2018.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Henry Wilson, Mayor

**City of Hurst
City Council Minutes
Tuesday, October 23, 2018**

On the 23rd day of October 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
Michelle Lazo	)	Executive Director of Planning and Community Development
Steve Bowden	)	Executive Director of Economic Development
Eric Starnes	)	Director of Facilities and Project Management

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.

Mayor Pro Tem David Booe gave the Invocation.

The Pledge of Allegiance was given.

PROCLAMATION(S) AND PRESENTATION(S)

1. Proclamation recognizing local businesses and the 2018 Business Award winners. Councilmember McKenzie read and presented the Proclamation recognizing local businesses and the following 2018 Business Award winners: Catfish & Company, Thrifty Pirate Thrift Shop, Bicycles, Inc., Ulta, James Avery Jewelry, Alley Cats Entertainment, Just Ripe Produce, and Artisan Center Theater. Alley Cats Owner Brian Smith expressed appreciation to the Mayor and Council.
2. Proclamation recognizing National Heritage Month. Councilmember Thompson read and presented the National American Indian Heritage Month Proclamation and recognized Shelia Means, who on behalf of the Daughters of the American Revolution, Captain Nathaniel Lewis Chapter, thanked the Mayor and Council for the proclamation.

3. Proclamation recognizing World War I Centennial Armistice Remembrance Day. Councilmember Cindy Shepard read and presented the World War I Centennial Armistice Remembrance Day Proclamation to the Daughters of the American Revolution, Captain Nathaniel Lewis Chapter. Chapter Regent Judy Ramos introduced Chapter members, and thanked the Mayor and Council for the proclamation.
4. Proclamation recognizing the 50th Anniversary of Tarrant County College. Mayor Wilson read and presented the Proclamation recognizing the 50th Anniversary of Tarrant County College Northeast Campus. President Linda Braddy introduced campus administrators and Chancellor Eugene Giovanni, who thanked the Mayor and Council for the proclamation. Mayor Wilson noted the excellent working relationship between the City and College and the possibility of the City purchasing land on the east side of the campus for the new animal shelter.

Mayor Wilson recessed the meeting at 6:48 p.m. and reconvened at 6:54 p.m.

CONSENT AGENDA

5. Considered approval of the minutes for the October 8 and 9, 2018 City Council meetings.
6. Considered Ordinance 2397, second reading, SP-18-05, National Bank of Texas, a site plan revision for Lot 2R1, Block 1, Lorean Creek Addition, being 1.07 acres located at 2080 Precinct Line Road.
7. Considered Ordinance 2398, second reading, implementing residential, commercial and industrial trash and residential recycling rate increases per contract.
8. Considered authorizing the city manager to enter into a Contract with RDO Equipment Company for the purchase of a John Deere 410L Backhoe.

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

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

RESOLUTION(S) AND RELATED ITEM(S)

9. Considered Resolution 1714 continuing support and participation in the Community Powered Revitalization Program and agreeing to expenditures allowed under the Texas Local Government Code Chapter 380 for the promotion of economic development.

Executive Director of Planning and Community Development Michelle Lazo reviewed the proposed resolution, which supports the Community Powered Revitalization (CPR) Program and partnership with 6Stones that started in 2010. She stated the proposed

resolution allows the City to match 30% of the improvement cost, not to exceed \$25,000 annually, and a \$25,000 annual lump sum of \$25,000 towards CPR staff salary. Director Mercury Byrum, presented a brief overview of the program, since inception, including the number of enhanced Hurst homes, volunteer hours, and rate of investment for the City of Hurst.

Councilmember Thompson moved to approve Resolution 1714 supporting the Community Powered Revitalization Program and authorizing the city manager to make payments to 6Stones, as allowed under the Texas Local Government Code Chapter 380, based on projects completed, in an amount not to exceed \$25,000, and a one-time lump sum payment of \$25,000 to support CPR staff. Motion seconded by Councilmember McKenzie. Motion prevailed by the following vote:

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

10. Considered Award of Bid for State Highway 10 Phase III Landscaping Project.

Director of Facilities and Project Management Eric Starnes reviewed the Texas Department of Transportation (TxDOT) Green Ribbon Landscape Improvement Program designed to help mitigate the effects of air pollution by planting trees, plants, and other landscaping on the state highway system. He stated this item is for approval of Phase III, of the project, to award the construction contract to Green Scaping and City approved vendors, for an amount not to exceed \$615,096. He explained the grant will cover expenses, in the amount of \$573,000, and the City's portion of \$42,096 will be funded through Community Services Half Cent Sales Tax Fund. Mr. Starnes reviewed the various phases of the project, including the upcoming Phase IV grant, design and award processes. Councilmember Kitchens commented this project enhances the southern entrance into the City and stated his appreciation of TxDOT and City working together on this project.

Councilmember McLendon moved to authorize the city manager to award the Construction Contracts to Green Scaping and City approved vendors, for an amount not to exceed \$615,096, with funding from the TxDOT Green Ribbon Grant and the Community Services Half Cent Sales Tax Fund. Motion seconded by Councilmember Shepard. Motion prevailed by the following vote:

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

11. Considered approval of Resolution 1713 authorizing the Local Project Advance Funding Agreement for the Green Ribbon Landscape Improvements Project.

Director of Facilities and Project Management Eric Starnes noted, as discussed in the previous item, the City previously received grants through this program and, in May

2018, the City made application and was awarded a grant under the program for landscape improvements in the Highway 10 medians. east of Bell Helicopter Boulevard to Sotogrande Boulevard. He stated the proposed resolution authorizes a project specific Interlocal Agreement called the Local Project Advance Funding Agreement (AFA).

Councilmember Kitchens moved to approve Resolution 1713 authorizing the Local Project Advance Funding Agreement for the Green Ribbon Landscape Improvements Project. Motion seconded by Councilmember McLendon. Motion prevailed by the following vote:

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

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

Director of Facilities and Project Management Eric Starnes reviewed the proposed Agreement with Kimley-Horn and Associates, Inc., to provide design and engineering services for the Green Ribbon Landscape Project for the Highway 10 Green Ribbon Grant Project for medians east of Bell Helicopter Boulevard to Sotogrande Boulevard. He stated the medians will look identical in Phase IV.

Councilmember McKenzie moved to authorize the city manager to enter into an Agreement with Kimley-Horn and Associates, Inc., to provide the design and engineering services, for the Highway 10 Green Ribbon Grant Project, in the amount of \$80,000, with funding from the Community Services Half Cent Sales Tax Fund. Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

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

OTHER ITEM(S)

13. Considered authorizing the city manager to enter into a Contract with Rey-Mar Construction for North Precinct Elevated Storage Tank Water Quality Improvements.

Executive Director of Public Works Greg Dickens reviewed the proposed Contract, which will help maintain state mandated chlorine residual levels. He explained the City currently has mixers in all elevated tanks to maintain consistent chlorine levels. He explained the North Precinct Elevated Storage Tank system's efficiency and effectiveness can be greatly enhanced with the installation of an automated sensor and chemical feed system. He reviewed the components of the system and stated only one bid was received, for \$268,700, which was right in line with the engineers estimate. He stated funds are budgeted in the Fiscal Year 2019 budget.

Councilmember Shepard moved to authorize the city manager to enter into a Contract with Rey Mar Construction, for the North Precinct Elevated Storage Tank Water Improvements, in the amount of \$268,700, and a contract time of 90 calendar days. Motion seconded by Councilmember McLendon. Motion prevailed by the following vote:

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

OTHER BUSINESS

14. Review of upcoming calendar items – City Manager Clay Caruthers reviewed the following calendar items:
- J Saturday, October 27, 2018 – Clean Up Day (curbside pickup) Tuesday and Friday
 - J Sunday, November 4, 2018 – Daylight Savings Time Ends
 - J Tuesday, November 13, 2018 – City Council meeting moved to Hurst Library
 - J Saturday, November 17, 2018 – Ash & Lime Pop-Up Event, Bellaire Shopping Center
 - J Wednesday, November 21, 2018 – City Hall Closes Noon Thanksgiving Holiday
 - J Thursday, November 22, 2018 – City Hall Closed Thanksgiving Holiday
 - J Friday, November 23, 2018 – City Hall Closed Thanksgiving Holiday
 - J Tuesday, November 27, 2018 – Christmas Tree Lighting and Santa’s Workshop– Hurst Conference Center

Councilmember Shepard noted, while serving on the Pop-Up Steering Committee, she learned the word “Belaire”, in the old Bellaire Shopping Center sign, was spelled with only one letter l due to lack of space.

15. City Council Reports - Items of Community Interest. Councilmember Kitchens advised Council he placed a copy of his Texas Municipal League Conference report in their mail. He reviewed a few key informational items from sessions attended including that the term “built out” is a negative term and should be replaced with reinvestment or redevelop, and when discussing the City’s logo and image, citizens and business owners should be invited to a work session to provide input. He also stated the state seems determined to preempt local control and hopes the citizens understand the impact and voice any concerns. Mayor Wilson noted the negative impact of revenue caps on municipalities and the revenue stream the state receives from the City’s through economic development agreements and sales tax. He stated economic development in Texas starts at the local level and Texas is one the best states in the nation because of the growth and development of municipalities.

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.

EXECUTIVE SESSION in Compliance with the Provisions of the Texas Open Meetings Law, Authorized by Tex. Government Code 551.072 deliberate the purchase, exchange, lease, or value of real property (Animal Control Shelter) and 551.087 deliberation and conducting of economic development negotiations regarding financial information relative to prospective business expansion in the City Section and 551.074, Personnel - (Evaluation of City Council Appointees)and to reconvene in Open Session at the conclusion of the Executive Session.

Mayor Wilson stated the Council met in Executive Session early this evening.

- 16. Take any and all action ensuing from Executive Session.

Councilmember Booe moved to approve Resolution 1715 approving an employment agreement entered into by the City of Hurst and Clay Caruthers. Motion seconded by Councilmember Kitchens. Motion prevailed by the following vote:

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

Mayor Wilson stated what a pleasure it is to work with City Manager Caruthers. Mr. Caruthers thanked the Mayor and Council and reiterated his focus on customer service for the citizens of Hurst.

ADJOURNMENT

The meeting adjourned at 7:36 p.m.

APPROVED this the 13th day of November 2018.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Henry Wilson, Mayor

City Council Staff Report

SUBJECT: Consider authorizing the purchase of fitness equipment for the Hurst Recreation Center

Supporting Documents:

Meeting Date: 11/13/2018
 Department: Community Services
 Reviewed by: Allan Heindel
 City Manager Review:

Background/Analysis:

Since opening, the Fitness Center, at the Hurst Recreation Center, averages over 100,000 guests per year enjoying the use of the commercial-grade cardio and strength equipment units. In 2016, in an effort to remain competitive, the cardio equipment was replaced, which instantly enhanced the guest experience by having brand new equipment.

Another critical component of the fitness center is the strength equipment, which on average is ten years old. Due to the age and the frequent use of the equipment, maintenance costs are continuing to increase. Generally, in a heavy-use commercial facility, such as the Hurst Recreation Center, the manufacturer and the City's fitness center service vendor recommend strength equipment be replaced every seven to eight years. In addition, increasing competition from new fitness centers in the area, offering state-of-the-art equipment, contributes to a declining annual membership trend.

During the FY18-19 budget process, staff, in conjunction with the City's fitness center coordinator, determined that a full replacement of the twelve older worn units should be implemented in order to meet the needs of the Recreation Center guests. The City, as a member, utilizes several purchasing consortiums, including the Texas Multiple Award Schedule (TXMAS) and receives a discounted rate for the twelve pieces of strength equipment when utilizing this contract to purchase from Life Fitness.

The Hurst Parks and Recreation Advisory Board reviewed the Fitness Center Equipment Replacement Project at the October 18, 2018 meeting, and recommended the City Council proceed with the purchase and installation of the new equipment.

Funding Sources and Community Sustainability:

Funding, in the amount of \$43,169, has been identified in the Community Services Half Cent Sales Tax Fund.

In an effort to remain a vibrant community, this project addresses the City Council's Strategic Priorities for Leadership and Innovation by dramatically improving the City's Recreation Center.

Recommendation:

It is recommended the City Council authorize the city manager to purchase the Recreation Center fitness equipment, from Life Fitness, for an amount not to exceed \$43,169, with funding from the Community Services Half Cent Sales Tax Fund.

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into a Purchase Agreement with Red the Uniform Tailor for police department uniforms and equipment	
Supporting Documents:	
	<p>Meeting Date: 11/13/2018</p> <p>Department: Police Department</p> <p>Reviewed by: Billy Keadle</p> <p>City Manager Review:</p>
Background/Analysis:	
<p>The police department annually budgets for uniforms for sworn and civilian personnel to include necessary ancillary items, such as ballistic vests/body armor, badges, nametags, holsters, belts, jackets, and other protective gear. The police department approved access for best-pricing through government purchasing contracts, such as the Tarrant County Cooperative Purchasing Agreement, HGAC, Buy Board, TXDIR, etc. The police department's primary vendor accessing such cooperative contracts is Red the Uniform Tailor, Grand Prairie, Texas.</p>	
Funding Sources and Community Sustainability:	
<p>In support of the City Council's Public Safety strategic priority, providing uniforms and safety equipment will help to 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 guidelines for determining the cost and benefits of this purchase.</p> <p>Funds have been allocated in the current General and Anti-Crime Funds.</p>	
Recommendation:	
<p>Staff recommends the City Council authorize the city manager to enter into a Purchase Agreement with Red the Uniform Tailor, for an amount not to exceed \$101,000.</p>	

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into a Purchase Agreement, with NMS Labs and Tarrant County Medical Examiner, for evidence processing services

Supporting Documents:

Meeting Date: 11/13/2018
 Department: Police Department
 Reviewed by: Billy Keadle
 City Manager Review:

Background/Analysis:

The Police Department annually budgets for professional evidence processing services to include toxicology testing, drug testing, and other evidence processing services requiring a certified laboratory technician. Many of these services are required by State law, including mandatory drug and alcohol toxicology testing in certain Driving While Intoxicated offenses. The police department's primary evidence processing laboratories are Integrated Forensic Services in Bedford, Texas, and the Tarrant County Medical Examiner's office in Fort Worth, Texas.

Due to the need to use professional processing services, for a large amount of evidence, the cost of these services is expected to be up to \$75,000. This expected expenditure amount requires City Council to authorize the city manager to enter into a Purchase Agreement with NMS Labs and the Tarrant County Medical Examiner's office.

Funding Sources and Community Sustainability:

In support of the City Council's Public Safety strategic priority, professional processing services will help to 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 guidelines for determining the cost and benefits of this purchase.

Funds have been allocated in the current General Fund.

Recommendation:

Staff recommends the City Council authorize the city manager to enter into a Purchase Agreement, with NMS Labs and the Tarrant County Medical Examiner's Officer, for an amount up to \$75,000.

City Council Staff Report

SUBJECT: Ordinance 2399, first reading, amending certain sections of Chapter 3 of the Code of Ordinances regulating the sale of alcoholic beverages	
Supporting Documents:	
Ordinance 2399	<p>Meeting Date: 11/13/2018</p> <p>Department: Legislative and Judicial</p> <p>Reviewed by: Rita Frick</p> <p>City Manager Review:</p>
Background/Analysis:	
<p>During the last legislative session, the Texas Legislature approved H.B. 2101 amending the Alcoholic Beverage Code relative to the issuance of a food and beverage certificate to holders of certain alcoholic beverage permits and licenses. This change provides that wine and beer retailer’s permit, mixed beverage permit, private club permit, and retail dealers on premise license permit holders may be issued a food and beverage certificate by the Texas Alcoholic Beverage Commission (TABC) if the receipts from the sale of alcoholic beverages by the permit holder at the location are 60 percent or less of the total receipts from the location. It also provides that a food and beverage certificate may not be issued unless the location has permanent food service facilities for the preparation and service of multiple entrees for consumption at that location.</p> <p>The issuance of the TABC state permit is required prior to the issuance of the City’s Alcoholic Beverage permit. Currently, the city’s ordinance regulating liquor sales allows alcohol sales to equal 50 percent or less than food sales or less than retail sales on the premises. The proposed amendment will align the City’s ratios to mirror the state requirements, in these instances, and streamline the City’s administrative process.</p>	
Funding Sources and Community Sustainability:	
<p>Staff believes the proposed amendment adheres to the Hurst Way’s objective of financial sustainability by providing consistent state and city regulations for businesses. The proposed change will also enhance economic development and customer service.</p>	
Recommendation:	
<p>Staff recommends the City Council approve Ordinance 2399, first reading, amending certain sections of Chapter 3 of the Code of Ordinances, regulating the sale of alcoholic beverages.</p>	

ORDINANCE 2399

AN ORDINANCE OF THE CITY OF HURST, TEXAS AMENDING THE CITY CODE, CHAPTER 3, ALCOHOLIC BEVERAGES BY AMENDING SECTION 3-13, AMENDING SECTION 3-19, AND AMENDING SECTION 3-21 AND REPEALING SECTION 3-20 CONSISTENT WITH THE STATE ALCOHOLIC BEVERAGE CODE; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A PENALTY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Texas Legislature amended the Texas Alcoholic Beverage Code by the passage of HB 2101 effective September 1, 2017 by amending sections 25.13 wine and beer retailers permit; section 28.18 mixed beverage permit; Section 32.23 private club permit and section 69.16 retail dealers and premise license to provide in each section that the Texas Alcoholic Beverage Commission, (The Commission) may issue a permit for the sale of alcoholic beverages if the Commission finds that the receipts from the sale of alcoholic beverages are sixty (60) percent or less of the total receipts of all items from the location all items are still provided consistent with the State's Alcoholic Beverage Code.; and,

WHEREAS, the City Council desires that the City code section 3-13, 3-19, and 3-21 to be consistent with the State of Texas Alcoholic Beverage Code and that Section 3-20 be repealed.

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

Section 1. THAT the City code, Section 3-13, 3-19, and 3-21 be amended and section 3-20 be repealed to read as follows:

"Section 3-13 License Renewal

No License shall be renewed for any location where the record required by Section 3-21 indicates that the sale of alcoholic beverages exceeds sixty (60) percent of the gross sales of all items sold at that location. No new license shall be granted for alcoholic beverages at such locations for a period of six (6) months and then only on the condition that the licensee submit monthly returns showing compliance with this chapter."

"Section 3-19 Gross Receipts Requirements

No person shall sell, store or otherwise handle for the purchase of sale or engage in the business of selling, storing or otherwise handling for sale any alcoholic beverage in the city except in a location where such activity

1. Is incidental and secondary to the use of the premises for hotel or motel purposes with a private club license, issued by the Texas Alcoholic Beverage Commission;
2. Where the city finds that the gross sales of alcoholic beverages including sales for on premises consumption and sales for off premise consumption does not exceed sixty (60) percent of the sales from all sources and all matters are consistent with the State’s Alcoholic Beverage Code.”

“Section 3-20 Repealed”.

“Section 3-21 Records.

Any person submitting an application for an original or renewed permit of license under this chapter shall submit to the city secretary a sworn City of Hurst annual gross sales affidavit form reflecting the percentage of gross sales to alcohol sales. Such form shall be created by the city secretary and made available to the public. In addition to submitting total alcohol sales, off-premise establishments shall submit total gross sales and on-premise establishments shall submit sales for four (4) full quarters directly preceding the date of renewal.

The City shall have discretion to audit business state sales and use tax reports and supplier’s receipts, as deemed necessary.”

Section 2. THAT if any section, subsection, sentence, clause or phrase of this ordinance shall, for any reason, be held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. THAT any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed \$500.

Section 4. THAT this ordinance shall take effect immediately following its passage and approval as provided by law.

AND IT IS SO ORDERED.

Passed on the first reading on the ____ day of _____ 2018 by a vote of ___ to ____.

Approved on the second reading on the ____ day of _____ 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 adopting Ordinance 2400, first reading, providing for increased prior and current service annuities under the act governing the Texas Municipal Retirement System for retirees and beneficiaries of deceased retirees of the City of Hurst, and establishing an effective date for the ordinance

Supporting Documents:

Ordinance 2400

Meeting Date: 11/13/2018
 Department: Human Resources
 Reviewed by: Matia Messemer
 City Manager Review:

Background/Analysis:

The Texas Municipal Retirement System allows cities to calculate Cost of Living Adjustments (COLAs) for current retirees on a repeating annual basis or on an ad hoc basis. In previous years, the City of Hurst has opted for the ad hoc calculation. This may be calculated at 30%, 50% or 70% of the change in the Consumer Price Index (CPI) for All Urban Consumers, from the year prior to retirement to the current year. Calculating on an ad hoc basis reduces the potential liability for future funding of the TMRS benefit, and therefore better manages the city's TMRS liability for employees and retirees.

Funding Sources and Community Sustainability:

The contribution rate for providing a retiree COLA has been included in the budget for Fiscal Year 2019. If adopted, the contribution rate and the retiree COLA would become effective January 1, 2019. The City's contribution to TMRS is budgeted in all funds and divisional accounts that support the cost of City employees. This item is reflective of the Hurst Way bridging Public Service, Customer Service and Financial Sustainability.

Recommendation:

Staff recommends the City Council move to adopt Ordinance 2400 providing for increased prior and current service annuities, under the act governing the Texas Municipal Retirement System, for retirees and beneficiaries of deceased retirees of the City of Hurst, at 30% of the percentage change in CPI for All Urban Consumers, and establishing an effective date for the ordinance of January 1, 2019.

ORDINANCE 2400

AN ORDINANCE PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY OF HURST, AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE

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

Increase in Retirement Annuities.

(a) On the terms and conditions set out in Section 854.203 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS Act"), the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of the City under current service annuities and prior service annuities arising from service by such employees to the City. An annuity increased under this section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by **30%** of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of the increase under this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereunder.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the Benefit Accumulation Fund of the System.

Effective Date. Subject to approval by the Board of Trustees of the System, this ordinance shall be and become effective on the 1st day of January 2019.

Passed on the first reading on the ____ day of _____ 2018 by a vote of ____ to ____.

Approved on the second reading on the ____ day of _____ 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 approval of Ordinance 2401 regulating short-term rentals in Hurst

Supporting Documents:

Ordinance 2401

Meeting Date: 11/13/2018
 Department: Strategic and Fiscal Services
 Reviewed by: Clayton Fulton
 City Manager Review:

Background/Analysis:

On October 23, 2018, staff met in work session with the City Council to review short-term rentals within the City of Hurst, citizen’s concerns regarding short term rentals, and how cities have responded to short term rentals in their communities. At the conclusion of the discussion, staff was directed to work with the attorney to draft an ordinance for Council consideration.

The proposed ordinance was drafted to meet the Council’s intent to follow a path similar to other cities in Tarrant County.

The City has received complaints from neighbors of those offering their homes as short-term rentals. The complaints typically involve concerns over trash, parking, noise/nuisance associated with parties, and general safety and security. This underscores the conflict with commercial use of property in single family zones. Short-term rentals also operate without the same regulation for health and safety that traditional hotels are required to follow. Additionally, short-term rentals typically collect the state hotel-motel taxes; however, they are not collecting the local hotel-motel taxes in Hurst, and it does not appear that websites supporting short-term rentals will assist with the calculation and collection of our local hotel-motel tax.

Funding Sources and Community Sustainability:

There is no funding necessary to enact the proposed ordinance nor will it have any impact upon the budget. In accordance with our strategic plan, Council is working to ensure Hurst is a sustainable and safe place to live, work, and play and ensure that Hurst remains a vibrant community. In keeping with the Hurst Way, this ordinance balances customer service, public service, and financial sustainability.

Recommendation:

Staff recommends City Council approve Ordinance 2401, first reading, which regulates short-term rentals in the City of Hurst.

ORDINANCE 2401

AN ORDINANCE OF THE CITY OF HURST CITY COUNCIL AMENDING CHAPTER 5, ARTICLE X- RENTAL REGISTRATION OF THE CITY OF HURST CODE OF ORDINANCES BY AMENDING SECTION 5-391 TO ADD A DEFINITION FOR SHORT-TERM RENTALS AND BY ADDING A NEW SECTION 5-397 ESTABLISHING A PROHIBITION AGAINST SHORT-TERM RENTALS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A PENALTY

WHEREAS, the City of Hurst is authorized to adopt and enforce ordinances necessary to protect health, life, and property to preserve good government and the security of its inhabitants; and

WHEREAS, the City Council of the City of Hurst adopted regulations regarding the rental of residential dwellings in Chapter 5, Article X of the Code of Ordinances; and

WHEREAS, Section 5-391 of the Code of Ordinances of the City of Hurst defines a “rental unit” as “a single-family dwelling unit, duplex unit, triplex, quadruplex, mobile home, town house dwelling unit, or a portion thereof that is rented or offered for rent as a residence”; and

WHEREAS, the City Council of the City Hurst wishes to define the term “short-term rental” under the Code of Ordinances; and

WHEREAS, short-term rentals are not currently listed as a permitted use in any Zoning District within the City; and

WHEREAS, there has been a growing number of short-term rentals within residential areas of the City; and

WHEREAS, short-term rentals are not consistent with the character or nature of single-family residential uses in the City; and

WHEREAS, short-term rentals are not suitable in residential neighborhoods, are not compatible with residential uses, and the neighborhood adjacency of short-term rentals in residential neighborhoods is harmful; and

WHEREAS, in the absence of being listed as a permitted use in any Zoning District, short-term rentals are prohibited under the City’s Zoning Ordinance; and

WHEREAS, short-term rentals in the City of Hurst, with their attendant increases in traffic, parking, noise, litter, and the influx of strangers into residential areas is incompatible with the intent of residential districts in the City and the desires and expectations of the City’s residents and is contrary to the long-standing character of the community; and

WHEREAS, short-term rentals in residential areas of the City pose a risk of increased public nuisances, disruption of neighborhoods, and additional enforcement related issues; and

WHEREAS, the increase in calls for service attributable to short-term rentals in residential areas of the City result in an additional burden on the Police Department; and

WHEREAS, the City of Hurst City Council has determined that it is a necessity to prohibit short-term rentals as provided for herein to safeguard the public; and

WHEREAS, the City of Hurst is authorized by law to adopt the provisions contained herein; and

WHEREAS, the City Council of the City of Hurst deems the passage of this ordinance as necessary to protect the public, health, safety, and welfare; and

WHEREAS, all statutory and constitutional requirements for the passage of this ordinance have been adhered to, including, but not limited to the Open Meetings Act; and

WHEREAS, the City Council is authorized by law to adopt the provisions contained herein, and has complied with all the prerequisites necessary for the passage of this Ordinance, including but not limited to the Open Meetings Act.

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

SECTION 1. **THAT** the statements contained in the preamble to this ordinance are hereby adopted as findings of fact and as a part of the operative provisions hereof.

SECTION 2. **THAT** Section 5-391 of the Code of Ordinances of the City of Hurst is hereby amended to add new definitions as follows:

Section 5-391 Definitions.

“Short-term rental – The rental or offer for rental of a rental unit for a period of less than 30 days.

Leaseback – An arrangement where the seller of a home leases the home back from the purchaser. In a leaseback arrangement, the specifics of the arrangements are typically made prior or immediately after the sale of the home.”

SECTION 3. **THAT** Chapter 5, Article X of the Code of Ordinances of the City of Hurst is hereby amended to add a new Section as follows:

“Section 5-397 Short-term rentals prohibited.

Short-term rentals are hereby prohibited and unlawful within the City of Hurst. This shall not restrict, limit or interfere with any homeowner from participating in a leaseback upon the sale of a rental unit.”

SECTION 4. **THAT** in order to allow for a reasonable transition of uses and to allow for ample opportunity for the recovery any short-term rental owner(s)' investment-backed expectations, the short-term rental prohibition will not be enforced for a period of six (6) months following the approval of this Ordinance. Further that all ordinances or any parts thereof in conflict with the terms of this ordinance shall be and hereby are deemed repealed and of no force or effect.

SECTION 5. **THAT** should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or be 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 thereof decided to be unconstitutional, illegal, or invalid, and the same shall not affect the validity of the Code of Ordinances of the City of Hurst, Texas as a whole.

SECTION 6. **THAT** any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed two thousand dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 7. Incorporation. **THAT** this ordinance shall be deemed to be incorporated into the Code of Ordinances of the City of Hurst, Texas.

SECTION 8. **THAT** this ordinance shall take effect immediately following its passage and approval as provided by law.

AND IT IS SO ORDAINED.

Passed on the first reading on the ____ day of _____ 2018 by a vote of ___ to ____.

Approved on the second reading on the ____ day of _____ 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 authorizing the city manager to enter into an Agreement with Davis & Davis, Inc., to provide design services for the Hurst Tennis Center Project

Supporting Documents:

Meeting Date: 11/13/2018
 Department: Community Services
 Reviewed by: Allan Heindel
 City Manager Review:

Background/Analysis:

In 1998, the Hurst Tennis Center underwent a renovation and expansion. As part of the project, the main entrance was relocated to the southeast side of the property and a new clubhouse was constructed to replace the existing building. This addition added a front counter for player registration and facility check-in, a seating area, supply storage, bathrooms, and an office area.

Over the past twenty years, the facility has annually hosted approximately 30,000 tennis players who participate in open play, leagues, lessons, and tournaments. Due to heavy use, the facility has slowly entered a state of decline. In addition, the original design is dated when compared to similar facilities and the building layout is no longer meeting the programming needs.

Over the past year, Davis & Davis, Inc. worked closely with staff to incorporate their recommendations during the conceptual design process. The Davis & Davis, Inc. design proposal, of \$31,500, is for a comprehensive design package that includes remodeling the interior of the building, and the design and engineering of additional storage space added to the existing building.

The Hurst Parks and Recreation Advisory Board reviewed the Tennis Center Design Project at the October 18, 2018 meeting, and recommended the City Council proceed with the design.

Funding Sources and Community Sustainability:

The funding required for the Davis & Davis, Inc. design services of \$31,500 has been identified within the Community Services Half Cent Sales Tax Fund.

In an effort to remain a vibrant community, this project addresses the City Council's Strategic Priorities for Innovation and Infrastructure by improving existing facilities.

Recommendation:

It is recommended the City Council authorize the city manager to enter into an Agreement with Davis & Davis, Inc., to provide design services, for the Hurst Tennis Center Project, for an amount not to exceed \$31,500.

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into an Engineering Services Contract, with Halff Associates, Inc., for design of repairs to Valley View Branch concrete channel liner from East Pipeline Road to Plaza Boulevard

Supporting Documents:

Engineering Services Contract

Meeting Date: 11/13/2018
 Department: Public Works
 Reviewed by: Greg Dickens
 City Manager Review:

Background/Analysis:

Recent heavy rains have contributed to the Valley View Branch concrete channel liner slopes cracking and heaving upstream of East Pipeline Road to Plaza Boulevard. This stretch of concrete channel is over 40 years old. The failures are severe enough to warrant quick evaluation of the failures and design of repairs. The longer the failures are left without repair there is a possibility for future damage to the adjacent channel liner. Staff has taken action to temporarily mitigate the situation.

Staff has had previous experience with Halff Associates evaluating damage to existing concrete channel liner in the Lorean Branch channel and designing the repairs. They have provided an Engineering Services Contract, covering the investigation and design for Valley View Branch channel, for a total fee not to exceed \$35,000.

Funding Sources and Community Sustainability:

Sufficient funds are available in this Fiscal Year's Capital Improvement Program budget for the engineering cost. This contract supports Council's strategic priorities of Economic Vitality and Infrastructure Revitalization as it will help maintain livability, visual appeal, and property values of the neighborhood. It also maintains the channel for control of the storm water runoff and associated floodplain.

Recommendation:

City staff recommends City Council authorize the city manager to enter into an Engineering Services Contract with Halff Associates, Inc., for design of repairs to Valley View Branch concrete channel liner, from East Pipeline Road to Plaza Boulevard, in an amount not to exceed \$35,000.00.

THE STATE OF TEXAS '
'
COUNTY OF TARRANT '
'

ENGINEERING SERVICES CONTRACT

Valley View Branch Channel Repair
from East Pipeline Road to Plaza Boulevard

City of Hurst Project No. 6419-303

THIS CONTRACT, By and between the CITY OF HURST, a municipal corporation located in Tarrant County, Texas, hereinafter called "City", and Halff Associates, 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

Channel repairs associated with Valley View Branch between East Pipeline Road and Plaza Boulevard

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.

Section 4. PAYMENT FOR SERVICES

- A. Payment for services under Section 3 above will be lump sum, invoiced monthly based on percent complete.
- 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. 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 **Final Design**, described in Section 3 above, shall not exceed \$29,500.
- F. Payments for expenses, costs, and services, in **Construction Administration**, described in Section 3 above, shall not exceed \$5,000.
- G. Total project payments for direct non-labor expenses, Preliminary and Final Design, and Construction Administration, described in Section 3 above, shall not exceed \$500.
- H. Nothing contained in this contract shall require the City to pay for any work which is unsatisfactory as reasonably determined by the Director or which is not submitted in compliance with the terms of this Contract. City shall not be required to make any payments to the Engineer when the Engineer is in default under this Contract; nor shall this paragraph constitute a waiver of any right, at law or in equity, which City may have if the Engineer is in default, including the right to bring legal action for damages or for specific performance of this Contract, nor shall it constitute a waiver of any right, at law or in equity, which Engineer may have to bring legal action for

payment when Engineer believes it was not under such default and is owed fees under the terms of this agreement.

Section 5. OWNERSHIP OF DOCUMENTS

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

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

Section 6. SERVICES BY CITY

City shall provide the following services under this Contract:

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

Section 7. COMPLETION SCHEDULE

The services furnished by the Engineer under this Contract will be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent Engineer and Engineer shall use reasonable efforts, related to these services, to comply with the following schedule:

- 8 weeks for final design submittal
- 3 weeks to address City comment

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

Section 8. NOTICE TO PROCEED

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

Section 9. TERMINATION OF CONTRACT

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

Section 10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

Section 11. EQUAL EMPLOYMENT OPPORTUNITY

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

Section 12. AMENDMENTS

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

9, Termination of Contract.

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

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

Section 14. RIGHT OF REVIEW

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

Ben Pylant
Contact Person

Director of Water Resources, N Texas
Title

Halff Associates, Inc.
Firm Name

4000 Fossil Creek Blvd
Address

Fort Worth, TX, 76137
City, State, Zip Code

817 847-1422
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 claims for damages, costs, and expenses of persons or property to the extent that such may arise out of, or be occasioned by, or from the negligent act, error or omission of Engineer, or any agent, servant, or employee of Engineer 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.

22. APPLICABLE LAWS

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

Section 23. GOVERNING LAWS

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

Section 24. LEGAL CONSTRUCTION

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

Section 25. PUBLISHED MATERIAL

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

Section 26. CAPTIONS

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

Section 27. SUCCESSORS AND ASSIGNS

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

Section 28. ENTIRE AGREEMENT

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

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

Halt Associates, Inc.
Firm Name

[Signature]
Signature

Director of Water Resources, N TX
Title

4000 Fossil Creek Blvd
Address

Fort Worth, TX 76137
City, State, Zip Code

CITY OF HURST

[Signature]
City Manager
Executive Director of Public Works

APPROVED AS TO FORM:

[Signature]
City Attorney

EXHIBIT 'A' - ATTACHMENT 'A'

SCOPE OF WORK

Valley View Branch Channel Repair From East Pipeline Road to Plaza Boulevard

City of Hurst, Texas

GENERAL DESCRIPTION – The Valley View Branch concrete-lined channel is experiencing heaving and failure along a portion of the channel upstream of Pipeline Road and downstream of Cheryl Avenue. This proposal represents the field data collection and structural design efforts needed to develop a solution for repairing the failing portions of the channel.

I. PROJECT MANAGEMENT

A. Project Management

Note: Halff has had initial coordination with the City of Hurst to understand project parameters and requirements. We have also obtained the current record drawings for the referenced concrete-lined channel section, although it appears that the record drawings are not representative of current field conditions.

1. General coordination, including site visits, meetings and phone calls with the City of Hurst and any other stakeholders during the design.

II. SURVEYING AND FIELD SERVICES

A. Field location:

1. Identify locations of existing concrete lined-channel to be repaired.
2. Identify channel reaches with weep holes.
3. Identify major locations of erosion at top of bank.
4. Identify power pole locations

B. Easements

1. It is assumed that no additional permanent easements will be required for this project
2. It is assumed that site access will be provided through City property.
3. If a permanent easement is needed in conjunction with an additional access ramp, the preparation of the easement documents can be prepared under a separate scope of work

III. GEOTECHNICAL SERVICES (SUB-CONSULTANT – NOT INCLUDED IN SCOPE OF WORK)

- A. This item was coordinated with the City and it was decided not to include geotechnical services. If construction encounters a unique geotechnical situation or unforeseen condition, a geotechnical engineer may need to be consulted.

IV. CIVIL ENGINEERING SERVICES

- A. Identify drainage improvement of concrete flume for apartment complex north of Pipeline Road and east of Valley View Branch. Consider options for construction access in the place of the flume.

V. STRUCTURAL ENGINEERING SERVICES

A. Preparation of Conceptual Plans

1. Identify extents of concrete failure and replacement.
2. Provide typical section for concrete apron at the top of existing concrete channel slope to help prevent erosion.
3. Prepare conceptual repairs including the following:
 - a. General Notes
 - b. Typical Sections
4. Prepare preliminary estimate of probable construction costs.
5. Meet with the City of Hurst to discuss the proposed concept plan and arrive at a final solution.

B. Preparation of Contract Documents

1. Prepare final typical sections, specifications, and bid documents of the accepted solution.
2. Attend one design meetings with the City of Hurst for contract document progress and discussion.
3. Prepare final estimate of probable construction costs.

C. Bidding and Negotiation

1. Assist City with Bidding Process.
2. Attend Pre-Bid Meeting, as needed.
3. Answer questions from bidders and prepare necessary Addendums to Bid.
4. Review, evaluate, and tabulate the bids.

VI. CONSTRUCTION ADMINISTRATION:

- A. Attend Pre-Construction meeting with City of Hurst and contractor.
- B. Coordinate with contractor and review and provide written responses to contractor submittals and requests for information (RFIs).
- C. Attend up to two (2) site meetings during the site work phase of construction to determine if work is proceeding in general conformance with the construction drawings prepared under this proposal. In performing these services, the Engineer will endeavor to protect against defects and deficiencies in the work of the Contractor, but shall not be responsible for actual supervision of construction operations or for safety measures that the Contractor takes or should take.
- D. Based on one final site visit and Contractor's site markups, prepare record drawings suitable for submittal to the City for construction drawings prepared under this proposal. Furnish digital file of "as-built" construction plans for the City of Hurst.

FEE SUMMARY

I. PROJECT MANAGEMENT	\$ 4,000.00
II. SURVEYING AND FIELD SERVICES	\$ 2,500.00
III. GEOTECHNICAL SERVICES (SUB-CONSULTANT)	-
IV. Civil Engineering Services	\$2,000.00
V. Structural Engineering Services	\$21,000.00
VI. Construction Administration	\$5,000.00
VII. Direct Costs	\$500.00
TOTAL	\$35,000.00

The estimated fee for Items I through VI shall be considered an hourly fee estimate, and will not be exceeded without prior approval from the Owner. Services shall be invoiced monthly, based on salary cost times a multiplier of 2.30. Salary cost shall be defined as "direct salary plus fringe benefits" and includes salaries for partners, principals, professional, technical, administrative, and clerical staff directly chargeable to the project; sick leave, vacation, holiday, and incentive pay; unemployment and other payroll taxes; and contributions for social security, workmen's compensation insurance, retirement, medical, and other group benefits. Costs incurred will be carefully monitored during the progress of this project and will not be exceeded without prior approval from the Owner. Our services will be invoiced monthly, based on the percentage of work completed. Direct costs including printing and reproduction, postage, messenger service, long distance telephone calls and travel outside of the Dallas/Fort Worth Metroplex will be considered reimbursable. They will be billed at 1.1 times the direct cost incurred.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services, but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

ITEMS NOT INCLUDED IN SCOPE OF WORK

1. Off-site storm, water and sanitary sewer utility design
2. Additional Permanent Drainage and Temporary Construction Easements
3. Tree Survey
4. Quality control and material testing services during construction.
5. Landscape architecture and related details.
6. Fire protection, gas, telephone, cable and/or electric design.
7. Additional plats, easement or dedication exhibits.
8. Filing fees, permit fees and sales tax on surveys.
9. Environmental impact statements and assessments.
10. Construction staking
11. Construction administration, except as specifically identified under Section IV of this proposal (Construction Related Services).
12. Flood plain studies or reclamation plans, detention design or studies
13. Utility Relocations, including water, sewer, gas, electric, or other dry utilities
14. Review of Engineers certificates. The Design Professional shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Design Professional, increase the Design Professional's risk or the availability or cost of his or her professional or general liability insurance.

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into an Engineering Services Contract with Halff Associates, Inc., for Citywide Drainage Master Plan, Phase 3 – Walker Branch

Supporting Documents:

Engineering Services Contract

Meeting Date: 11/13/2018
 Department: Public Works
 Reviewed by: Greg Dickens
 City Manager Review:

Background/Analysis:

The City utilizes the Master Drainage Plan to assist with the establishment of a maintenance program and to update information regarding floodways and floodplains. In order to make the study more economical, it was divided into phases per watershed. Lorean Branch was finished in 2013 and Valley View Branch was completed in 2017. The next phase is Walker Branch, which includes Northeast Mall. The Simon Group, who owns the mall, is interested in the results of the study with reference to the existing floodplain on the mall property, and its effect on the use of the property in the future.

Staff worked with Halff Associates, Inc., during both of the previous phases. They provided an Engineering Services Contract covering the Phase 3 Drainage Master Plan Study, for a total fee not to exceed \$139,000.

Funding Sources and Community Sustainability:

Sufficient funds are available in this fiscal year’s Capital Improvement Program budget for the engineering cost. The contract supports Council’s strategic priorities of Redevelopment and Public Safety by providing information from the study that can be used in redevelopment considerations, and for guidance in review of future development.

Recommendation:

City staff recommends City Council authorize the city manager to enter into an Engineering Services Contract, with Halff Associates, Inc., for Citywide Drainage Master Plan, Phase 3 – Walker Branch, in an amount not to exceed \$139,000.00.

Section 4. PAYMENT FOR SERVICES

- A. Payment for services under Section 3 above will be lump sum, invoiced monthly based on percent complete.
- 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. 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. **Total payments for expenses, costs, and services, described in Section 3, shall not exceed \$139,000.**
- F. Nothing contained in this contract shall require the City to pay for any work which is unsatisfactory as reasonably determined by the Director or which is not submitted in compliance with the terms of this Contract. City shall not be required to make any payments to the Engineer when the Engineer is in default under this Contract; nor shall this paragraph constitute a waiver of any right, at law or in equity, which City may have if the Engineer is in default, including the right to bring legal action for damages or for specific performance of this Contract, nor shall it constitute a waiver of any right, at law or in equity, which Engineer may have to bring legal action for payment when Engineer believes it was not under such default and is owed fees under the terms of this agreement.

Section 5. OWNERSHIP OF DOCUMENTS

All information and other data given to, prepared, or assembled by Engineer under this Contract, and other related items shall become the sole property of City and shall be delivered to City, without restriction on future use. Engineer may make copies of any and all

documents and items for its files. Engineer shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone subsequent to the completion of the Project.

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

Section 6. SERVICES BY CITY

City shall provide the following services under this Contract:

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

Section 7. COMPLETION SCHEDULE

The services furnished by the Engineer under this Contract will be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent Engineer and Engineer shall use reasonable efforts, related to these services, to comply with the following schedule:

- Interim 2D model/mapping results through North East Mall will be completed within 3 months from notice to proceed.
- All services described in Section 3 will be completed within 10 months from notice to proceed.

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

Section 8. NOTICE TO PROCEED

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

Section 9. TERMINATION OF CONTRACT

City may indefinitely suspend further work hereunder or terminate this Contract or any phase of this Contract upon thirty (30) days prior written notice to the Engineer with the understanding that immediately upon the receipt of such notice all work and labor being performed under this Contract shall cease immediately. Before the end of the thirty (30) day period, Engineer shall invoice the City for all work accomplished by him prior to the receipt

of such notice. No amount shall be due for lost or anticipated profits. All plans, field surveys, and other data related to the Project shall become property of City upon termination of the Contract and shall be promptly delivered to City in a reasonably organized form without restriction on future use except as stated in Section 5. Should City subsequently contract with a new consultant for continuation of services on the Project, Engineer shall cooperate in providing information.

Section 10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

Section 11. EQUAL EMPLOYMENT OPPORTUNITY

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

Section 12. AMENDMENTS

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

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

The Engineer, his consultants, agents and employees, and subcontractors shall comply with

applicable Federal and State Laws, the Charter and Ordinances of the City of Hurst, and with applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies existing and published before date of this agreement.

Section 14. RIGHT OF REVIEW

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

Section 15. CONFLICT OF INTEREST

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

Section 16. CONTRACT PERSONAL

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

Section 17. NOTICES

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

If intended for Hurst, to:

Gregory W. Dickens
Contact Person

Executive Director of Public Works
Title

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

If intended for Engineer, to:

Scott Rushing
Contact Person

Water Resources Team Leader
Title

Half Associates, Inc.
Firm Name

4000 Fossil Creek Blvd
Address

Fort Worth, TX, 76137
City, State, Zip Code

817 847-1422
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 claims for damages, costs, and expenses of persons or property to the extent that such may arise out of, or be occasioned by, or from the negligent act, error or omission of Engineer, or any agent, servant, or employee of Engineer 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.

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.

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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.

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

Section 28. ENTIRE AGREEMENT

This Contract (page 1 thru 8, Exhibit A,B, and C) embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between

the parties and relating to matters in this Contract, and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Contract.

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

Half Associates, Inc.

Firm Name

Scott Malin

Signature

Water Resources Team Leader

Title

4000 Fossil Creek Blvd

Address

Fort Worth, TX 76137

City, State, Zip Code

CITY OF HURST

City Manager

Gregory J. Wilken

Executive Director of Public Works

APPROVED AS TO FORM:

City Attorney

EXHIBIT 'A' - ATTACHMENT 'A'

SCOPE OF WORK

Citywide Master Drainage Plan Phase 3 – Walker Branch

City of Hurst, Texas

GENERAL DESCRIPTION – The City-Wide Master Drainage Plan for the City of Hurst is intended to be a multi-phased project that will provide the City with timely technical data while distributing the studies over several years. The Walker Branch watershed was chosen as the project area for Phase 3. Objectives for Phase 3 are to provide the City of Hurst with technical data to:

1. Compile pertinent existing engineering data and newly developed information into a comprehensive report to identify and evaluate flood prone properties and infrastructure within the project area
2. Formulate and analyze conceptual alternative solutions that will reduce or eliminate flooding problems within the Walker Branch watershed
3. Assist in the prevention of future flooding problems with prudent floodplain management

Major Tasks

1. Prepare hydrologic and hydraulic information adequate to define and quantify the flooding problems in the project area
2. Quantify conceptual alternative improvement solutions to help reduce or eliminate flooding problems within the project area

Task 1 – Data Collection

A. Data Collection

1. Utilize 2015 NCTCOG LIDAR topography provided by City
2. Obtain "as-built" plans for channel and bridge/culvert improvements from the City within the project watershed. Convert "as-built" plans to station / elevation data for incorporation into the HEC-RAS model
3. Collect as-built TxDOT plans through the SH-121 corridor along Walker Branch.
4. Obtain storm drain GIS shapefiles from the City
5. Obtain available zoning maps, land use maps, soils data and thoroughfare plans in the project area from the City of Hurst, NCTCOG, NRCS and others. Note: This scope assumes existing and future land use or zoning maps are available from the City of Hurst and NCTCOG to be used as a base in preparing the hydrologic land use maps.

6. Collect applicable past studies and reports (including LOMRs), disaster files, complaint files, rainfall records, records of street closures or rescues/deaths, and related flooding data from the City
7. Collect any technical data available from FEMA Region VI in regards to the current effective hydraulic and hydrologic models
8. Collect any technical data on proposed projects and/or roadway improvements along streams in the project area.

B. Field Work

1. Conduct field reconnaissance to identify, map, and photograph the following: existing channel and bridge/culvert conditions, structures within the existing 100-year floodplain, and other physical features that could affect flooding within the City
2. Field Surveys – To be performed to obtain existing information on physical features of the study reach.
 - a. Roadway crossings (13 have been identified) will be photographed and compared to as-built plans to confirm that plans are based on current construction. If as-built plans cannot be found or if plans are found to be outdated, structure surveys will be performed (maximum of 3 structure surveys included in this scope)

8 Channel surveys will be performed at approximately 3,000 foot intervals to confirm and supplement 2015 NCTCOG topography. The 2015 NCTCOG data should provide sufficient elevation data for the project area which mainly consists of improved channels and minimal vegetation. If the NCTCOG topography is not sufficient, then additional surveying services can be provided outside of this scope.

Task 2 – Hydrologic Analysis

This scope includes the tasks necessary to evaluate and develop new hydrologic models for the Walker Branch Watershed. Results obtained will be compared with FEMA FIS effective hydrology and preliminary Tarrant County PMR hydrology (RAMPP model for Walker/Calloway Branch).

A. Fully Developed Conditions Hydrologic Analysis - Fully developed conditions are recommended for floodplain management and FEMA submittals for the Walker Branch watershed since it is almost entirely developed already.

1. Obtain FEMA effective hydrology models for the study area, if available
2. Obtain RAMPP hydrology models for the study area
3. Leverage existing RAMPP study basin delineations and refine basins as needed. The larger basins from the RAMPP study may be split into smaller, more detailed basins for both Walker Branch and Calloway Branch within the City of North Richland Hills

and City of Hurst. 2015 NCTCOG LIDAR topographic data will be utilized for refinement to basin delineations.

4. Compare delineated watersheds with existing storm drain GIS shapefiles within the City of Hurst to verify sub-basin alignments. Prepare hydrologic watershed map.
5. Develop a fully developed conditions hydrologic land use map based on build-out zoning and land use data for the Walker Branch and Calloway Branch watersheds. Calculate fully developed conditions land use hydrologic parameters.
6. Prepare modified puls flood routing data from hydraulic models prepared in Task 3 for reaches within the City of Hurst. Utilize RAMPP study hydraulic model for modified puls routing data within the City of North Richland Hills.
7. Develop hydrologic models in HEC-HMS to calculate peak discharges for the 1-, 2-, 5-, 10-, 25-, 50-, 100-, and 500-year storm events

Task 3 – Hydraulic Analysis

This scope includes the tasks necessary to determine water surface elevations and limits of flooding for the frequency storm events specified in Task 2. The study reaches will include the following streams:

- Walker Branch (partially closed system)
- Walker Trib 1 (closed system)
- Walker Trib 2
- Walker Trib 3
- Walker Trib 4

Refer to Exhibit 'A' Attachment 'C' for a map showing the streams and the extents of the study reaches.

A. Existing Conditions Hydraulic Analysis (Open Channel) with Fully Developed Hydrology

1. Develop existing conditions HEC-RAS hydraulic models for Walker Branch, Walker Trib 2, Walker Trib 3, and Walker Trib 4 utilizing 2015 NCTGOG LIDAR, supplemented with field survey cross-sections. Walker Trib 2 and Trib 3 will require a StormCAD model for extended culverts along the stream centerline. Halfp will develop StormCAD models for the culverts utilizing as-built plans provided by the City. HEC-RAS will be utilized to model/map any overflow not conveyed by the extended culverts.
2. Incorporate bridge/culvert as-built plans and limited field surveyed data into hydraulic model
3. Execute existing conditions flood profiles for the 1-, 2-, 5-, 10-, 25-, 50-, 100-, and 500-year storm events

4. Delineate the limits of the existing conditions hydraulic model for the 100-year and 500-year floodplain in GIS format. Only 100-year mapping will be provided for tributaries currently mapped as Zone A.
5. Compare existing conditions flood profiles to FEMA FIS flood profiles and RAMPP study profiles.

B. Existing Conditions Hydraulic Analysis (Closed System) with Fully Developed Hydrology

1. Develop existing conditions XPSWMM 2D model for the extended box culvert system along Walker Branch that begins approximately 2000' upstream of SH121 and extends downstream of the mall to W Cheryl Avenue. The 2D analysis only includes the box culvert system. The parallel storm drain systems through the mall are excluded from the XPSWMM analysis. Storm drain alignment of the box culvert system will be based on City of Hurst GIS data and as-built plan/survey data provided by the City of Hurst. 2015 NCTCOG LIDAR data will be utilized for 2D terrain.
2. Develop existing conditions XPSWMM 2D model for Walker Branch Trib 1. The model will include major storm drain infrastructure including storm drain trunklines 24" and greater. Inlets will be grouped where appropriate.
3. Execute existing conditions flood profiles for the 2-, 5-, 10-, 25-, 50-, 100-, and 500-year storm events
4. Delineate the limits of the existing conditions 100-year and 500-year floodplain in GIS format. Only 100-year mapping will be provided for Walker Branch Trib 1.

Task 4 – Flooding Assessment and Conceptual Alternative Improvement Analysis

Flooding Assessment - Utilizing the floodplains and profiles, identify the locations of potential flood damage and quantify the flooding problems (i.e. number of structures in the floodplain).

A. Identify the Flooding Problems

1. Based on the calculated flood elevations and delineated floodplains, determine the structures inundated by the 10- and 100-year storm events.
2. Based on the fully developed conditions analysis and citizen drainage complaints, identify areas of needed improvements, including undersized bridge/culvert structures, undersized improved channel sections, and flooded overbank areas

Conceptual Alternative Improvement Analysis - This scope includes preparation of structural and non-structural improvement solutions to help reduce or eliminate the identified flood problems within the studied watersheds. This task will be limited to a maximum of 5 projects based on those projects believed to provide the greatest benefit.

A. Structural Improvements

1. Evaluate/size existing undersized improved channels and natural channels to reduce computed 100-year water surface elevations and floodplain widths
 - a. Evaluate channel armoring methods, including concrete, rock riprap, gabions, turf reinforcement matting, bio-engineered slope protection, etc.
 - b. Determine locations of and minimize potential impacts to jurisdictional waters of the United States (i.e. wetlands)
2. Evaluate/size existing undersized bridge/culvert structures and future bridge/culvert structures to:
 - a. Reduce computed 100-year water surface elevations and floodplain widths
 - b. Remove roadway crossings from inundation of 100-year flood elevations (examine raising roadway elevation or increasing bridge/culvert capacities or a combination of both)
3. Evaluate combination of channel and bridge/culvert improvement alternatives to increase the flood reduction that can be obtained
4. Prepare preliminary quantities and estimates of probable cost to implement selected structural improvement alternatives

B. Non-structural improvement alternatives

1. Evaluate non-structural improvement alternatives, including acquisition (relocation), elevation, and open space preservation.
2. Prepare preliminary estimates of probable cost to implement selected non-structural improvement alternatives

C. Evaluation and Prioritization of Alternatives

1. Evaluate potential improvements based on benefits to the City and cost of the improvements
2. Meet with City staff to discuss potential improvement alternatives
3. Based on City input, prioritize recommended improvements based on benefits and costs and if the improvements are public benefits (address wide-ranging needs) or private benefits (address individual property owner needs)
4. Summarize advantages and disadvantages of various improvement alternatives and effect on properties, structures, and roadways to be removed from flood hazard areas
5. Develop phasing and implementation plans of prioritized improvement alternatives for future CIP funding

Task 5 – Project Management / Final Report

This scope includes the coordination and communication procedures to be implemented between the City of Hurst and Halff Associates in completion of this project

A. Project Coordination and Management

1. Conduct up to two (2) project status meetings with the City of Hurst. Meetings shall be to update the City on project milestones such as hydrology and hydraulic results, initial alternative solutions, final alternative solutions, etc.
2. Conduct one Technical Advisory Meeting with the City of Hurst to discuss the study results and alternative improvement recommendations.
3. Prepare monthly progress reports for City of Hurst, identifying work accomplished, work to be done, and outstanding issues that need attention

B. Deliverables/Final Report

1. Prepare Master Drainage Plan Report including procedures, results, and recommendations. The report will include technical data utilized in preparation of the study in digital format, including hydrologic and hydraulic models and GIS shapefiles.
2. Issue draft report for City staff review.
3. An interim submittal will be provided for the 2D analysis through the mall for City staff review.
4. Incorporate staff comment revisions to Final Report.
5. Deliver two (2) copies of Final Report to the City of Hurst

Task 6 –Items not included in the Scope of Work that could be provided for additional fee

- A. HEC-FDA benefit/cost analysis to evaluate conceptual alternatives
- B. FEMA LOMR submittals are not included in this scope but could be added once all phases of the City-Wide Master Drainage Plan are completed.
- C. Floodway modeling along Walker Branch is excluded but can be added in the future if the City desires to submit a LOMR.
- D. SUE services to locate existing storm drain alignment

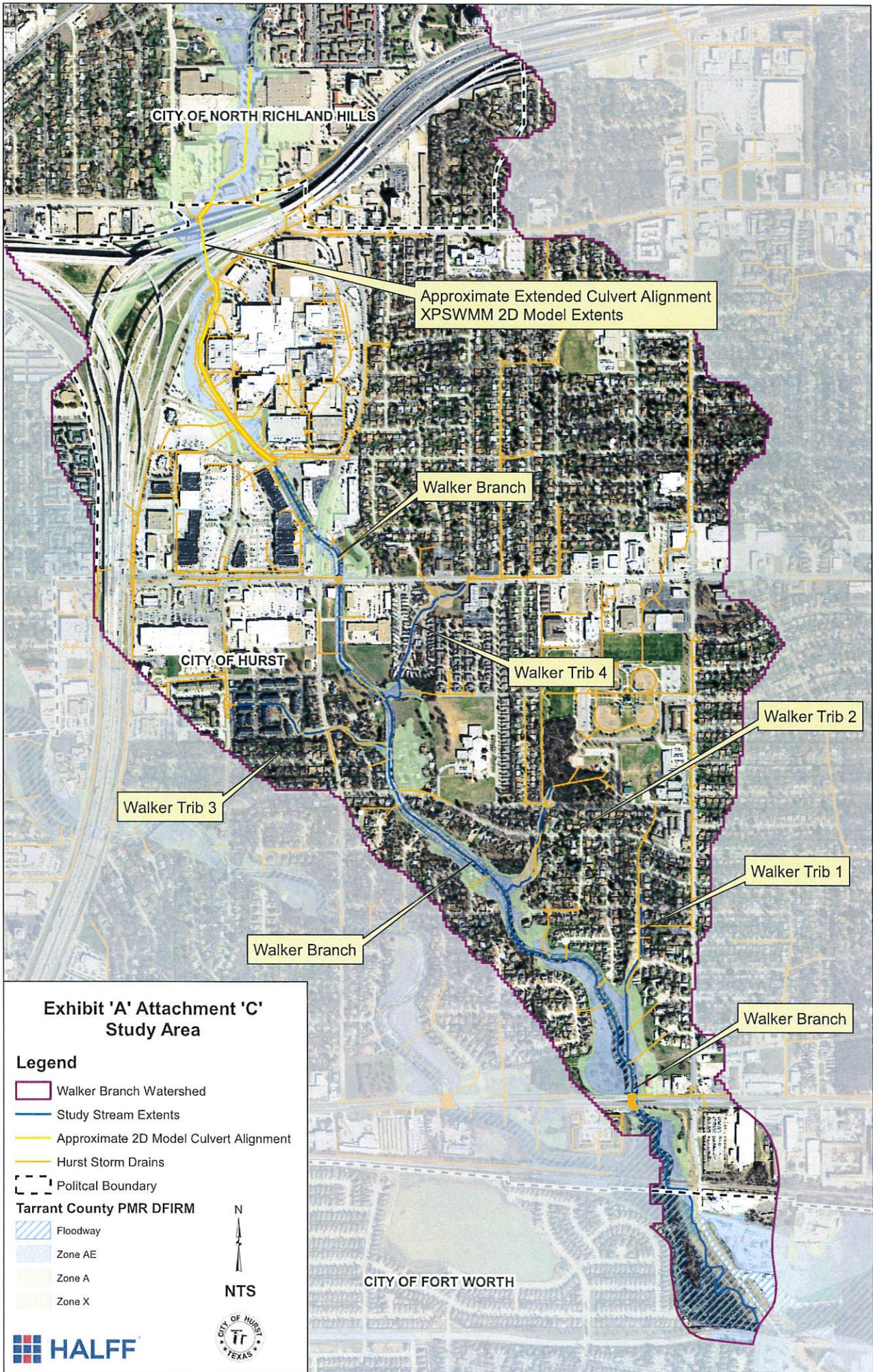
EXHIBIT 'A' - ATTACHMENT 'B'

FEE SUMMARY

Phase 3 City-Wide Master Drainage Plan for Hurst

City of Hurst, Texas

Task	Description	Total
1.	Data Collection and Field Work	\$10,000
2.	Hydrologic Analysis	\$17,000
3.	Hydraulic Analysis	\$75,000
4.	Flood Assess /Alt. Improvement Analysis	\$15,000
5.	Project Management / Final Report	\$22,000
	TOTAL	\$139,000



City Council Staff Report

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

Supporting Documents:

Meeting Date: 11/13/2018
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.

COUNTY OF TARRANT

STATE OF TEXAS

On the 16th day of October, 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
- Gus Nixon
- Margaret Coleman
- Linda Dibley) Alternate
- Julie Granquist) 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 August 21, 2018 regular meeting were reviewed and approved as written.

IV. Librarian’s Report

A. Statistical Reports for August, September, and FY 2017-18: The Library Statistical Reports for August, September, and FY 2017-18 were distributed to the Board. Jesse Loucks reviewed the report.

<u>August</u>	
Circulation.....	37,814
Number of Active Patrons.....	30,561
Volunteer Hours.....	267
Door Count.....	12,751
Electronic Usage Sessions.....	6,815
Page Views.....	8,160
Net Revenue	\$ 2,979
Children’s Programming.....	979
Adult Programming.....	505

September

Circulation.....	34,827
Number of Active Patrons.....	30,494
Volunteer Hours.....	194
Door Count.....	12,038
Electronic Usage Sessions.....	6,167
Page Views.....	7,015
Net Revenue	\$ 2,241
Children’s Programming.....	853
Adult Programming.....	503

FY 2017-18

Circulation.....	416,395
Number of Active Patrons.....	30,841
Volunteer Hours.....	2,952
Door Count.....	143,599
Electronic Usage Sessions.....	74,723
Page Views.....	91,505
Net Revenue	\$ 25,096
Children’s Programming.....	15,456
Adult Programming.....	8,195

B. Program & Events Reports for August and September: The Program & Events Reports for August and September were distributed to the Board. Jesse Loucks reviewed the reports. 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 was deployed at the Hurst Fall Festival. There were approximately 300 kids who participated in the STEM related games and activities offered by the HEB Tech Truck.
- 2. Teen Zone Improvements:** Allan Heindel informed the Board that a few underutilized computer stations were removed from the teen zone and additional shelving was added to make better use of the space in that area.
- 3. Public Restroom Alcove Improvements:** Mr. Heindel reported that improvements to the entryway to the original Library restrooms is currently in progress. These improvements will replicate the lobby restroom entrance. Later this year the interior of the restrooms will be renovated.

E. Staff Activities

- 1. Employee Conference:** Mr. Heindel reminded the Board of the City’s Annual Employee Conference where the focus is on the Hurst Way including the Code of Ideals, exceptional customer service to the community, a budget update, and motivational speakers.
- 2. Committee Activities:** Jesse Loucks noted that the City holds programs each year to raise money for the United Way. These programs include a pancake breakfast, chili cookoff, eat first in Hurst, and the final

wrap-up. The program is chaired by the Library's Administrative Assistant.

V. Reports of the Committees

A. Friends of the Hurst Public Library

1. **August, September, and Year End Revenue Reports:** The Board was provided the Friends revenue reports for August, September, and Year End.

VI. Communications

None at this time.

VII. Unfinished Business

None at this time.

VIII. New Business

- A. **Election of Officers:** Allan Heindel reminded the Board that October is the month to elect Chair and Vice-Chair for the Library Board.

Janie Melton-Judy made a motion to elect Betty Whiteside to remain as Chair. Margaret Coleman seconded the motion and the vote in favor was unanimous.

Margaret Coleman nominated Ruth Kennedy to remain as Vice-Chair. With no other nominations, Betty Whiteside declared Ruth Kennedy Vice-Chair by acclamation and the vote in favor was unanimous.

- B. **Meeting Room Policy Update:** Jesse Loucks explained that Staff is recommending a change to the Library's Meeting Room Policy, adding the requirement of at least 24 hours advance notice when requesting a meeting room reservation for a single day only and allowing for reservations up to 60 days in advance.

Gus Nixon made a motion to accept the change to Meeting Room Policy as stated. Ruth Kennedy seconded the motion and the vote in favor was unanimous.

IX. Informational Items

- A. **1,000 Books Before Kindergarten:** Beverly Kirkendal gave a brief overview of the 1,000 Books Before Kindergarten program stating that this is a new program from the National Foundation of Libraries, created to promote reading for children ages newborn to Kindergarten. Currently there are 111 children registered. Participants receive a guide that includes recommendations for books to read. Prizes are given for 100 book increments up to 1,000 books.

- B. **2018 Hurst Fall Festival Recap:** Kyle Gordon gave a recap of the Hurst Fall Festival event that was held at Bellaire Shopping Center, Vivagene

Copeland Park and Bellaire Park on October 6th stating that this is the second year for this event. The event included the Friends of the Hurst Library book sale, a craft fair, pumpkin patch, live music, a hay ride, a car show, and a performance of *Oklahoma* by the Artisan Theater group. There were approximately 2,500 participants at this very successful event.

C. 2018 Library Showcase Recap: Jesse Loucks reviewed the 2018 Library Showcase signature event with indoor and outdoor activities including live music outdoors, a bubble station, bounce house and slide, cat and dog adoption stations, a petting zoo, games, punch, popcorn, cotton candy, face painting, and balloon crafts. There were 794 participants at this event.

D. Oral History Project Update: Jesse Loucks gave an update on the Oral History Project stating that reflections and remembrances from historically significant individuals are captured on video and posted on the City’s website. The project is currently in Phase V with 5 video recordings completed.

E. Heritage Village Presents: Kyle Gordon gave a brief overview of the Fall Heritage Village Presents events including Salsa Y Salsa on September 6th, with 220 in attendance, Dogtoberfest on October 4th with 210 in attendance, and the upcoming Movie in the Park (*Coco*) on November 2nd.

F. Cyber Security Forum: Allan Heindel informed the Board of the Cyber Security Forum that was being held in the Library Program Room. The Forum’s speakers presented information to the community (especially students) regarding careers in cyber security, cyber bullying and its effects, and the Police Department’s methods of intervention in cyber bullying.

G. Holiday Closure: Mr. Heindel reminded the Board Members that the Library will close at 2:00 p.m. on November 21st and will be closed on November 22nd and 23rd in observance of Thanksgiving.

H. Future Board Meetings: Mr. Heindel also noted that Staff recommends cancelling the November 20th Library Board Meeting making the next regularly scheduled Board Meeting December 18th. The Board Members voted unanimously in favor.

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 7:00 p.m.

APPROVED this the _____ day of _____, 2018.

APPROVED:

ATTEST:

CHAIRMAN

RECORDING SECRETARY

CITY OF HURST

Final Draft

COUNTY OF TARRANT

STATE OF TEXAS

On the 18th day of October, 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)	
Jessica Martin)	
Bob Walker)	
Will Blackburn	)	Alternates
Allan Heindel	)	Deputy City Manager
Kyle Gordon	)	Managing Director of Community Services
Chris Watson	)	Recreation Director
Eric Starnes	)	Director of Facilities & Project Management
Kristie Weaver	)	Parks Director
Jennifer Kashner	)	Recreation Manager Athletics/Aquatics
Madison Bass	)	Recreation Coordinator
Paige Lutz	)	Recreation Administrative Assistant

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

- I. **Call to Order:** Alan Neace called the meeting to order at 6:00 p.m.
- II. **Roll Call of Members:** Paige Lutz conducted the Roll Call of Members.
- III. **Approval of Minutes:** Ralph Hurd made a motion to approve the minutes of the August 16, 2018 regular meeting; Bob Walker seconded the motion.

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

NOES: None

IV. **Staff Report:**

A. **Director's Report:**

1. **September and Year End Participation Reports:** Chris Watson, Recreation Director, presented the following statistics for the September and Year End Participation Reports:

September

Recreation Center	11,069
Classroom Programs	1,210
Fitness Center	3,726
Tennis Center	1,278
Facility Rentals	85
Active Members	2,341

FY 2017-18

Recreation Center	168,395
Classroom Programs	5,718
Fitness Center	51,683
Tennis Center	18,410
Facility Rentals	1,126
Active Members	2,614

Allan Heindel reported that the City is taking a proactive approach with the 2018 Master Plan in regards to developing the Recreation Center Repurposing Plan. He presented steps in the process to achieve this plan. Jessica Martin inquired as to offering an orientation with a fitness trainer and offering a nutrition plan to new members. Allan Heindel reported that staff would look into it.

2. **Program Highlight:** Chris Watson reported that the November Program Highlight features the Stretch and Restore Yoga class. He reported that Psacha LaJoie, Certified Yoga Instructor, offers this very popular class. Ms. LaJoie is a certified Hatha Raja instructor and received her degree from the Fashion Institute of Technology in New York.

B. Special Events:

1. **2018 Chisholm Fish Stocking Program:** The dates for the upcoming fish stocking at the Chisholm Park Pond were displayed.
2. **Heritage Village Presents:** Kyle Gordon gave a brief overview of the Fall Heritage Village Presents events including Salsa Y Salsa on September 6th, with 220 in attendance, Dogtoberfest on October 4th with 210 in attendance, and the upcoming Movie in the Park (Coco) on November 2nd.

3. **Kids All American Fishing Derby Recap:** Due to inclement weather the Kid's All American Fishing Derby, scheduled for September 21st at Chisholm Park Pond, was cancelled.
4. **Walktober Update:** Chris Watson reported that as part of the Healthy Hurst program, the Hurst Recreation Center is currently celebrating National Walking Month with the Annual Walktober Program throughout the month of October.
5. **Fall Festival Recap:** The second annual Fall Festival was held at the Bellaire Shopping Center, Vivagene Copeland Park and Bellaire Park. The event hosted an estimated 2,500 participants and included a Pumpkin Patch, Hayrides, live musical entertainment, craft show, and a Corvette Car Show. Chris Watson reviewed the positive feedback regarding the event that was received on social media.
6. **Family Campout Preview:** Due to inclement weather, the Family Campout has been rescheduled for March 22, 2019 at Chisholm Park.
7. **Santa's Mailbox Preview:** The Annual Santa's Mailbox program will be held December 1st – 15th; children can drop off their letters to Santa at the mailboxes located at the Recreation Center, Library, and City Hall.
8. **Christmas Tree Lighting and Santa's Workshop Preview:** Chris Watson presented an overview of the Christmas Tree Lighting and Santa's Workshop event. The event will be held on November 27th at the Hurst Conference Center.

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:** TXDOT has increased the funding on the project to add two more SH 10 medians. As a result, all medians from Hwy 820 to Bell Helicopter Drive will be finished at the end of this phase. The project will be starting in the fall.
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 funded out of the highway project.
4. **TXDOT Green Ribbon Grant Phase 4:** TXDOT has awarded the City funding for the medians from Bell Helicopter to Sotogrande Blvd.

The amount of the funding is yet to be determined. The construction on these medians will begin fall of 2019.

5. **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.
6. **Senior Center Parking Lot Lighting:** All parking fixtures have been secured to the poles so that no more fixtures will fall.
7. **Recreation Center Repurposing Study:** Conceptual plan options will be developed in order to evaluate potential modifications that address functionality, response to program needs, and improved service.
8. **Tree Mitigation:** Storm and environmental damage to trees have been diagnosed in several parks. The Parks Department has removed trees at Echo Hills, Hurst Community Park, Redbud Park, and at the Tennis Center. Future initiatives include mitigating trees at Hurst Athletic Center Complex along Cannon Drive.

D. Staff Activities:

1. **November Calendar:** Chris Watson reviewed the calendar of events for the month of November.
2. **Staff Update:** Chris Watson reported that Madison Bass, Recreation Aquatics/Athletics Specialist, has been promoted to Recreation Coordinator. Ms. Bass is a Texas A&M graduate and is certified as an Aquatics Facility Operator and Pool Operator, and is a certified Lifeguard, First Aid, and CPR Instructor. The Board congratulated Ms. Bass.

Mr. Watson also reported that Jennifer Kashner, Aquatics/Athletics Manager has recently been elected as the new NTAA (North Texas Aquatics Association) President. The Board congratulated Ms. Kashner.

V. Report of the Committee:

A. John Butler Memorial Senior Citizen's Banquet

1. **Senior Banquet Door Prize List:** The Door Prize List for the John Butler Senior Banquet was reviewed by the Board.
2. **2018 Ticket Information:** Tickets for the John Butler Memorial Senior Banquet will be available on Monday, October 29, 2018.

VI. Communications: Allan Heindel reported that over the last year, the City began a program in which each department creates a video highlighting their department.

He noted that tonight the staff was presenting the video highlighting the Parks & Recreation Department.

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

VIII. New Business:

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

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

AYES: Blackburn, Hurd, King, Robertson, Martin, Spencer, Walker

NOES: None

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

AYES: Blackburn, Hurd, King, Robertson, Martin, Neace, Spencer

NOES: None

B. Recreation Fitness Equipment: Chris Watson reviewed the Recreation Center fitness equipment that has been chosen for replacement under the current Fitness Center Equipment Replacement Project. Allan Heindel noted that this is a part of the 2018 Master Plan Repurposing of the Recreation Center. The funding for the equipment will come from the FY 18-19 Community Services Half Cent Fund. A timeline of the replacement was presented to the Board.

Jessica Martin made motion to recommend approval of the Fitness Center Equipment Replacement Project as presented, Ralph Hurd seconded the motion.

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

NOES: None

C. Tennis Center Renovations Design Contract: Eric Starnes reviewed the proposed renovations and timeline for the Hurst Tennis Center Renovations Project. Allan Heindel reviewed the funding for the contract.

Ralph Hurd made motion to recommend approval of the Tennis Center Design Contract as presented, Rod Robertson seconded the motion.

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

NOES: None

IX. Informational Items:

A. 2018 Aquatics Season Wrap-up: Jennifer Kashner, Aquatics/Athletics Manager, and Madison Bass, Aquatics/Athletics Coordinator, presented a recap of the 2018 Aquatics season. The presentation included an overview of the new special events, recruitment efforts, and the social media presence for the Aquatics program.

B. 2018 Aquatics Awards: Allan Heindel reported that the City of Hurst presented the Aquatics staff with the 2018 Team Hurst Award. This is in response to their outstanding use of the Code of Ideals in offering superior customer service.

Jennifer Kashner also reported that the City of Hurst was awarded the Jeff Ellis & Associates 2018 Platinum International Safety Award. Chris Watson noted that the award represents excellence in Safety and Risk Management. He noted that only 16% of Ellis and Associates clients worldwide receive this distinction.

C. HEB Summer Work Program: Kristie Weaver, Parks Director, presented an overview of the HEB Summer Work Program. She reported that the program is a partnership with HEBISD Special Needs Program. She noted that five students, ages 16-21, participated in the program.

D. Texas Amateur Athletic State Tournaments: Jennifer Kashner reported that the City of Hurst will host the following TAAF State Tournaments in 2019: Men's 35 & Over Basketball Tournament, February 23-24; Adult Co-Ed Kickball Tournament, March 23-24; Men's 45 & Over Basketball Tournament, April 6-7th.

E. Texas Amateur Athletic Federation Awards: Kristie Weaver presented the Board with the 2018 TAAF Platinum Member City Award. She noted that only five cities in Texas have earned this award.

Ms. Weaver reported that Jennifer Kashner has been awarded the 2018 TAAF Region 4 "Young Professional" award. The Board congratulated Ms. Kashner. She also reported that Cheryl Thompson, Recreation Attendant, was awarded the 2018 TAAF Region 4 Part-time Employee of the Year award.

F. Holiday Closings: The Holiday schedule for the Recreation Center and Tennis Center was presented. The Parks Department and Recreation Department will close at noon on November 21st and will be closed on November 22nd and 23rd for the Thanksgiving holiday.

After discussion, it was determined to reschedule the November 15th regular meeting due to scheduling conflicts. The meeting will be held on November 29th at 6:00 p.m. The December Board Meeting will be cancelled due to the Christmas Holiday.

- X. **Board Member and Citizen Comments:** Rod Robertson inquired if the City would consider dedicating a portion of one of the parks to First Responders; a citizen had approached him with the idea, with possible funding through Bell Helicopter. Allan Heindel reported that staff would look into it.

Alan Neace thanked Karen Spencer for her time as Vice Chair. The Board welcomed Mr. Blackburn as the newest Parks and Recreation Board Member.

- A. **Abandoned Vehicle and Overnight Park Parking:** In response to an inquiry by the Board, Kristie Weaver reported after researching Park Ordinances, that vehicles can park in city parks overnight. If a car is parked for several days, police will place a tag on the car. If the car has not been moved, it is considered abandoned and will be towed. Usually if a car is tagged, it will be moved rather quickly.

- B. **Landscape Concerns:** In response to an inquiry by the Board, Kristie Weaver reported that the Parks Department has removed the dead wood in Mayfair Park. The Parks Department has also trimmed the bushes in front of the sign at Chisholm Park. Ralph Hurd requested staff to look into a large tree near the entrance at Chisholm Park that needs to be trimmed and the bushes that are blocking the marquee at Chisholm Park. Allan Heindel reported that staff would look into it.

- XI. **Adjournment:** Pat King made a motion to adjourn the meeting, Ralph Hurd seconded the motion.

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

NOES: None

Alan Neace adjourned the meeting at 7:51 p.m.

APPROVED this the _____ day of _____, 20__

APPROVED:

ATTEST:

CHAIRMAN

RECORDING SECRETARY

CITY OF HURST

Final Draft

COUNTY OF TARRANT

STATE OF TEXAS

On the 25th day of October, 2018, at 6:30 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:

- Betty Whiteside) Vice Chair

- Billye Runnels-Jones) Members
- Heather Buen
- Dallas Snow
- Steve Johnson
- Janice Pyles-Trostle

- Larry Kitchens) Councilmember

- Kyle Gordon) Managing Director of Community Services
- Jesse Loucks) Library Director
- Hannah Titony) Library Assistant - Administration

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

- I. Call to Order**
Betty Whiteside called the meeting to order at 6:31 p.m.

- II. Roll Call of Members**
Hannah Titony conducted the Roll Call of Members.

- III. Approval of Minutes**
Councilmember Larry Kitchens made a motion to approve the minutes from the August 9, 2018 meeting. Billye Runnels-Jones seconded the motion.

Ayes: Betty Whiteside, Billye Runnels-Jones, Heather Buen, Dallas Snow, Steve Johnson, and Janice Pyles-Trostle.

Noes: None.

The minutes of the August 9th, 2018 regular meeting were reviewed and approved as written.

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

VIII. Informational Items

- A. **Parker Cemetery Project Update:** Kyle Gordon updated the Committee on the Parker Cemetery Project. He reviewed the motions the Committee had previously approved over the past year and displayed the budget and the project schedule.

Mr. Gordon also updated the Committee on items that have occurred since the August meeting. Mr. Tylaska will not agree to sell his property to the City; therefore, the wrought iron fence cannot be installed on the outside of the existing historic decorative fencing on the south side of the property. Also, in order to install the fence line along Cardinal Drive, four trees must be removed. Both the landscape architect and Parks Department verified that these trees are already in decline, so it is a best practice to remove these trees now to prevent future danger of falling limbs.

Kim Davis from Davis & Davis, Inc. presented the preliminary plan for Parker Cemetery. Mr. Davis highlighted where the service entrance and pedestrian entrance will be located and displayed photos of the existing conditions of the site.

Mr. Davis discussed the potential of extending the wrought iron fence to enclose the entire property on the northwest side. Steve Johnson asked if any further costs would be added for this change and Mr. Davis stated the alternative fence location would eliminate the need for a proposed fence on the western perimeter running north/south, thus only causing a minor increase to the project budget.

Mr. Davis displayed photos of stone benches that will be located at the entrance of the cemetery as well as pavers that will be located at the ADA Compliant accessible entry. Decomposed granite is proposed for the pathway and the curved design of the gate archway to match the current Parker Cemetery archway. Mr. Davis proposed a star design along the archway of the pedestrian gate to play off the star from the historical medallion that will inevitably be placed on one of the columns at the entrance. Because this will be a secured access, citizens will be able to call a number and be given an access code to allow them to enter.

With the suggestion from the Committee, Mr. Davis stated it is possible to have concrete pavers at the entry and seating area around the stone benches. Mr. Davis will provide design details for both the concrete pavers and the decomposed granite.

IV. Works in Progress

- A. **“A History of Hurst” Website Update:** Hannah Titony distributed copies of “A History of Hurst” to the Committee. Mr. Gordon announced that Dr. Haynes, UTA Professor of History and Director of the Center for Greater Southwestern Studies, vetted the research for this narrative and confirmed the name change to Post Oak – Parker Cemetery. This narrative was previously approved

by the Committee and will be uploaded to the City's website with Mr. and Mrs. Kitchens byline.

- B. Iris Removal Update:** Ms. Titony distributed the Parker Cemetery Volunteer Guidelines, Parker Cemetery Decoration Placement Policy, and the Volunteer Liability Release Form to the Committee. Mr. Gordon reviewed the documents with the Committee and explained that this item has been tabled until the fence project is complete.
- C. Parker Cemetery Water Source:** This item has been tabled until the fence project is complete.
- D. DAR Service Project:** The Nathaniel Mills Chapter of the DAR is partaking in a service project in which they record and photograph each of the grave markers in Parker Cemetery. The members also plan to record the inscriptions on remaining headstones, and research the history of each person identified. The DAR has completed their volunteer applications and liability forms and currently plan to meet on site on October 28th. The project is planned to conclude in May of 2019.
- E. Alternative Historical Landmark Significance Recognition Proposal:** Ms. Titony distributed correspondence with Madeline Clites of the Texas Historical Commission, correspondence from Carolyn Kitchens, Larry Kitchen's original proposal for the Alternative Historical Landmark Significance Recognition, the history of Belaire Theater, and the Hurst Alternative Historical Landmark Significance Recognition Form. Mr. Gordon reminded the Committee that at the August 9th meeting, the Committee decided that an honorary designation would be issued which would include a City Council Proclamation and a dedication plaque for the property owner to display. Mr. Gordon displayed the current list of sites for consideration.
- F. Historical Photo Exhibition:** Mr. Gordon reminded the Committee that due to limited Staff resources, this project is delayed until the fence project is complete. This project will be brought back in 2019.

V. Communications

- A. *Where We Live* Article:** Ms. Titony distributed the proof of the *Where We Live* article featuring the work of the Hurst Historical Landmark Preservation Committee. This article will be featured in the City's winter 2019 *Where We Live* magazine. The Committee approved the article.

VI. Unfinished Business

None at this time.

VII. New Business

- A. Election of Officers:** Betty Whiteside nominated Billye Runnels-Jones as Chair. Heather Buen seconded the motion.

Ayes: Betty Whiteside, Billye Runnels-Jones, Heather Buen, Dallas Snow, Steve Johnson, and Janice Pyles-Trostle.

Noes: None.

The Committee agreed to table the nomination of a Vice Chair until the January meeting.

- B. Discussion of Committee Meeting Time:** Billye Runnels-Jones made a motion to hold regular quarterly meetings on the fourth Thursday at 5 p.m. Heather Buen seconded this motion.

Ayes: Betty Whiteside, Billye Runnels-Jones, Heather Buen, Dallas Snow, Steve Johnson, and Janice Pyles-Trostle.

Noes: None.

Mr. Gordon informed the Committee that Staff will bring this recommendation to City Council.

VIII. Informational Items

- A. Parker Cemetery Project Update:** This item was moved to the top of the Agenda.
- B. Hurst History Project Video Approval:** This item on the agenda was tabled until the January meeting.
- C. Phase V Candidate Update:** Mr. Loucks displayed the Oral History timeline and informed the Committee that there is one Phase IV video left for the Committee to view and the videographer has begun filming Phase V.

Mr. Loucks also informed the Committee that Larry Belue declined participation in this project and in his place Staff suggested Ed Schwartz of Ed's Electric. The Committee agreed Mr. Schwartz is a good candidate for this project.

IX. Other Business

The next meeting date is scheduled for Thursday, January 24th at 6:30 p.m.

The Committee discussed the future Committee structure and meeting times.

X. Board Member and Citizen Comments

None at this time.

XI. Adjournment

There being no further business, the meeting was adjourned by Vice Chair Betty Whiteside at 8:36 p.m.

APPROVED this the _____ day of _____, 2018.

APPROVED:

ATTEST:

CHAIR

RECORDING SECRETARY

COUNTY OF TARRANT

STATE OF TEXAS

On the 25th day of October, 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) Vice-Chair

- Bob Hampton) Members
- Joan Stinnett)
- Durwood Foote)
- Doris Young)
- John Smith)
- Barbara Albright)
- Marie Perry) Alternate

- Allan Heindel) Deputy City Manager
- Kyle Gordon) Managing Director of Community Services
- Teri Smith) Community Services Administrative Assistant
- Linda Rea) Senior Center Director
- Michelle Varley) Activities Supervisor
- Hannah Titony) Library Administrative Assistant

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 August 16th, 2018 meeting were approved as written.

IV. Senior Center Director’s Report

A. Statistical Reports for August, September, and FY 2017-18: The Statistical Reports for August, September, and FY 2017-18 were distributed to the Board and reviewed by Linda Rea.

August	
Center Attendance.....	15,375
Number of Members.....	1,882
Volunteer Hours.....	1,280

Net Revenue.....	\$ 15,524
Fitness Center Attendance.....	3,232
Class Attendance.....	3,465
Aquatics.....	321

September

Center Attendance.....	12,517
Number of Members.....	1,881
Volunteer Hours.....	982
Net Revenue.....	\$ 14,325
Fitness Center Attendance.....	2,680
Class Attendance.....	2,526
Aquatics.....	295

FY 2017-18

Center Attendance.....	152,553
Number of Members.....	1,881
Volunteer Hours.....	13,006
Net Revenue.....	\$ 167,996
Fitness Center Attendance.....	33,381
Class Attendance.....	33,667
Aquatics.....	2,236

B. Programs & Events Report: The Programs & Events Reports for August and September were 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 an exterior light fixture fell in the Senior Center parking lot, the fixture has been replaced and all other lighting fixtures have been checked to ensure that they are secure.
- 2. Dishwasher Replacement:** Mr. Heindel reported that the dishwasher in the Senior Center Kitchen has not been functioning properly and a new unit was installed. Staff is not satisfied with the new dishwasher; therefore, a new replacement unit has been ordered.
- 3. Billiards Room Roof Repair:** Mr. Heindel noted that there was a leak in the Billiards Room that caused the wall and carpet to get wet. The leak has been repaired and dehumidifiers were placed in the room to dry the carpet.

E. Staff Activities

- 1. Northeast Senior Community Forum:** Linda Rea attends the Northeast Senior Community Forum on the 3rd Tuesday of every month at the North Richland Hills Library from 9:00 to 10:30 a.m. She noted that this month the speaker gave a presentation on diabetes. Next month the topic for

presentation will be handling grief and they will plan topics for the coming year.

2. **Texas Recreation and Parks Society Meeting:** Michelle Varley reported that she attends the TAGS meetings every other month. The last meeting was held at the Grapevine Senior Center where they discussed operations and programming.
3. **RecTrac Task Force:** Ms. Varley stated that she and Laura Gore are part of a team that will train others on the new RecTrac system that will be deployed in November. This will ensure that the system is implemented properly.
4. **Employee Conference:** Mr. Heindel reminded the Board of the City's Annual Employee Conference where the focus is on the Hurst Way including the Code of Ideals, exceptional customer service to the community, a budget update, and motivational speakers.

V. Communications

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

VI. New Business

- A. **Election of Officers:** Allan Heindel reminded the Board that October is the month to elect Chair and Vice-Chair for the Senior Citizens Advisory Board.

Joan Stinnett made a motion to elect Gerald Grieser as Chair. Durwood Foote seconded the motion and the vote in favor was unanimous.

Durwood Foote made a motion to elect Joan Stinnett as Vice-Chair. Doris Young seconded the motion and the vote in favor was unanimous.

VII. Informational Items

- A. **Program Highlight – Food Drive:** Michelle Varley informed the Board that the Senior Center partners with the Police Department for the Christmas Providers program. They are accepting donations of peanut butter and jelly in plastic jars beginning today through the month of December prior to Christmas Eve.
- B. **Silver Sneakers Equipment:** Ms. Varley explained that the Silver Sneakers program at the Senior Center requires specific chairs; therefore, twelve additional chairs were purchased for the Center.
- C. **Heritage Village Presents:** Kyle Gordon gave a brief overview of the Fall Heritage Village Presents events including Salsa Y Salsa on September 6th, with 220 in attendance, Dogtoberfest on October 4th with 210 in attendance, and the upcoming Movie in the Park (*Coco*) on November 2nd.

- D. **RecTrac Upgrade:** Michelle Varley explained that, with the migration of the new RecTrac system, the system will be offline November 11th and 12th and reminded the Board that members should sign up for classes early in November. The system should be running efficiently on November 13th.
- E. **Next Regularly Scheduled Meeting and Holiday Closure:** Allan Heindel informed the Board Members that the next regularly scheduled Board Meeting will be the week before Thanksgiving and Staff recommends that the December Board Meeting be cancelled. The Board unanimously agreed with the cancellation.

Mr. Heindel reminded the Board that the Senior Center will close at noon on November 21st and will be closed November 22nd and 23rd in observance of Thanksgiving. All aquatics classes are closed for the week of Thanksgiving.

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 11:50 a.m.

APPROVED this the _____ day of _____, 2018.

APPROVED:

ATTEST:

CHAIR

RECORDING SECRETARY

Future Event Calendar

November 13, 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.

DATE AND TIME	ACTIVITY
Thursday, November 15, 2018 4:00 p.m.	City Council Work Session City Hall First Floor Conference Room
Saturday, November 17, 2018 Noon to 6:00 p.m.	Ash & Lime Pop-Up Event Bellaire Shopping Center
Wednesday, November 21, 2018	City Hall Closes at noon for Thanksgiving Holiday
Thursday, November 22, 2018	City Hall Closed for Thanksgiving Holiday
Friday, November 23, 2018	City Hall Closed for Thanksgiving Holiday
Tuesday, November 27, 2018 5:00 p.m.	Christmas Tree Lighting and Santa's Workshop- Hurst Conference Center
Tuesday, December 11, 2018 6:30 p.m.	City Council Meeting Hurst Library, 901 Precinct Line Road Regular Meeting
Friday, December 21, 2018	City Hall Closes at noon for Christmas Holiday
Monday, December 24, 2018	City Hall Closed for Christmas Holiday
Tuesday, December 25, 2018	City Hall Closed for Christmas Holiday
Tuesday, January 1, 2019	City Hall Closed for New Year's Day