

**WORK SESSION AGENDA OF THE CITY COUNCIL OF  
HURST, TEXAS  
CITY HALL, 1505 PRECINCT LINE ROAD  
THIRD FLOOR CONFERENCE ROOM  
TUESDAY, MAY 26, 2020 – 6:00 P.M.**

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In accordance with order of the Office of the Governor issued March 16, 2020, the City of Hurst City Council will conduct its meeting scheduled at 6:00 p.m. on Tuesday, May 26, 2020, at Hurst City Hall by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID19). There will be no public access to the location described above. The agenda packet and meeting information are posted online at <https://www.hursttx.gov/about-us/agendas-and-minutes/agendas-and-minutes-2020>. The public dial-in number to participate in the telephonic meeting is (877) 853-5247 (Toll Free) or (888)788-0099 (Toll Free) and entering Meeting ID 833-2903-5195 followed by # when prompted. If prompted, the meeting password is 907685. The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting.

**I. Call to Order**

**II. Informational Items**

- Update and Discussion of upcoming Calendar Items
- Update and Discussion of State and Local reopening plans due to COVID-19
- Discussion of Regional Transportation Council (RTC) representation

**III. Discussion of Agenda Item(s) 2**

Consider authorizing the city manager to enter into an Interlocal Cooperation Agreement with Tarrant County for Municipal Direct Expense Funding

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

Consider ratifying emergency expenditure for COVID-19 testing

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

Conduct a public hearing and consider the issue of levying civil penalties, possible revocation of the Certificate of Occupancy and status of the repairs for the property located at 450 E. Hurst Blvd, Hurst, Texas; Lot A3, Block 14, of the Holder Estates subdivision (Dakota Place Apartments)

**VI. Discussion of Agenda Item(s) 5**

Consider authorizing the city manager to enter into an Engineering Services Contract with Thomas Hoover Engineering, LLC, for engineering services for 2020 Water Main Replacement Program

**EXECUTIVE SESSION in Compliance with the Provisions of the Texas Open Meetings Law, Authorized by Government Code, Section 551.071, Consultation with City Attorney to seek advice regarding Pending or Contemplated Litigation or Settlement Offers (Dakota Place Apartments) and to reconvene in Open Session at the conclusion of the Executive Session**

**ADJOURNMENT**

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

This the 22<sup>nd</sup> day of May 2020, by 5:00 p.m., in accordance with Chapter 551, Texas Government Code.

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

**REGULAR MEETING AGENDA OF THE CITY COUNCIL OF HURST,  
TEXAS  
CITY HALL, 1505 PRECINCT LINE ROAD  
TUESDAY, May 26, 2020**

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**AGENDA:**

**6:00 p.m. - Work Session (City Hall, Third Floor Conference Room)**

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

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**In accordance with order of the Office of the Governor issued March 16, 2020, the City of Hurst City Council will conduct its meeting scheduled at 6:30 p.m. on Tuesday, May 26, 2020, at Hurst City Hall by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID19). There will be no public access to the location described above. The agenda packet and meeting information are posted online at <https://www.hursttx.gov/about-us/agendas-and-minutes/agendas-and-minutes-2020>. The public dial-in number to participate in the telephonic meeting is (877) 853-5247 (Toll Free) or (888)788-0099 (Toll Free) and entering Meeting ID 833-2903-5195 followed by # when prompted. If prompted, the meeting password is 907685. The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting.**

**CALL TO ORDER**

**INVOCATION (Councilmember Larry Kitchens)**

**CONSENT AGENDA**

1. Consider approval of the minutes for the May 12, 2020 City Council meetings
2. Consider authorizing the city manager to enter into an Interlocal Cooperation Agreement with Tarrant County for Municipal Direct Expense Funding
3. Consider ratifying emergency expenditure for COVID-19 testing

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

4. Conduct a public hearing and consider the issue of levying civil penalties, possible revocation of the Certificate of Occupancy and status of the repairs for the property located at 450 E. Hurst Blvd, Hurst, Texas; Lot A3, Block 14, of the Holder Estates subdivision (Dakota Place Apartments)

**OTHER BUSINESS**

5. Consider authorizing the city manager to enter into an Engineering Services Contract with Thomas Hoover Engineering, LLC, for engineering services for 2020 Water Main Replacement Program
6. Review of upcoming calendar items
7. 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 Government Code, Section 551.071, Consultation with City Attorney to seek advice regarding Pending or Contemplated Litigation or Settlement Offers (Dakota Place Apartments) and to reconvene in Open Session at the conclusion of the Executive Session**

8. Take any and all action ensuing from Executive Session

**ADJOURNMENT**

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

This 22<sup>nd</sup> day of May 2020, 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.**

**Minutes**  
**Hurst City Council**  
**Work Session**  
**Tuesday, May 12, 2020**

On the 12<sup>th</sup> day of May 2020, at 5:38 p.m., the City Council of the City of Hurst, Texas, convened in Work Session at City Hall, 1505 Precinct Line Road, Hurst, Texas, by telephone conference to advance the public health goal of limiting face-to-face meetings to slow the spread of the Coronavirus (COVID-19) with the following members present:

Henry Wilson	)	Mayor
Larry Kitchens	)	Mayor Pro Tem
David Booe	)	
Cathy Thompson	)	
Bill McLendon	)	
Jon McKenzie	)	
Cindy Shepard	)	
Clay Caruthers	)	City Manager
Matthew Boyle	)	Assistant City Attorney
Rita Frick	)	City Secretary
Sunny Patel	)	Director of Information Technology
Clayton Fulton	)	Assistant City Manager
Steve Bowden	)	Executive Director of Economic Development
David Palla	)	Fire Chief

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

**I. Call to Order** – The meeting was called to order at 5:38 p.m.

**II. Informational Items**

- **Update and Discussion of upcoming Calendar Items** – City Manager Caruthers stated he would review the City facilities reopening plan during the next discussion item.
- **Update and Discussion of State and Local reopening plans due to COVID-19** – City Manager Caruthers reviewed the following tentative dates for the reopening of City facilities: Library, curbside only, May 18, City Hall June 1, and other facilities including the Recreation Center and Tennis Center mid-June. He stated a date has not been established for opening the Senior Center noting the medical profession, Governor, and federal agencies all continue to warn that the 65+ population is the most vulnerable. He stressed the City is following the Governor’s order and trying to delay two to four weeks beyond the private sector, to learn from their openings. He stated if and when City Hall opens, staff is planning to continue the telephonic City Council meetings until the second meeting in June, depending if Council has any concerns. Mayor Wilson reviewed plans to provide adequate spacing in the Council Chamber, possibly requiring temperature checks to provide a safe environment. He also stated that if any Councilmember feels uncomfortable staff can look at alternatives. City Attorney

Matthew Boyle stated the Governor extended the ability to conduct the telephone meetings for an additional thirty days. City Manager Caruthers stated staff will plan to continue to hold telephone meetings until the second meeting in June.

City Manager Caruthers stated the City is doing everything possible to honor the Governor's plan, and continue to provide messaging to be safe. He stated Executive Director of Economic Development Steve Bowden has done a good job of contacting and helping businesses comply with the Governor's Orders, advising of leniency of sign regulations and providing information to assist businesses. Executive Director of Economic Development Steve Bowden provided an overview of the COVID-19 impact on Hurst businesses noting the huge swings in the economy caused by the pandemic. He reviewed job losses, business closures, businesses overburdened such as grocery stores, and the operational changes made by businesses to address a new set of operating rules. Mr. Bowden noted the City's efforts to help businesses and citizens by creating a dining guide and restaurant map. He noted the financial impact of closing a regional mall, the continued decline in sales tax, and the reopening of the mall at 25% occupancy. Mr. Bowden also reviewed non-mall business operations and noted how well they have adapted. He reiterated staff's efforts to help the businesses operate safely through education, promoting available financial aid and safety tips. Mr. Bowden noted the City's webpage includes dining options and a restaurant interactive guide and the Hurst-Euleless-Bedford Chamber is helping businesses with Chamber Facebook live training sessions, contests, and business awards. He also noted the City's Business Award and that staff plans to introduce a social media program this year and allow citizens to vote on their favorite business. He advised there are still real-estate opportunities, the construction business is still active as it is considered essential, including several new businesses and remodels. In response to Council questions, Mr. Bowden stated it appears the Thrift for Good is operating similar to mission central and other non-profits. He stated he would encourage the Chamber to host a webinar on the psychological effect of COVID-19 and the reluctance of people to go to the businesses. City Manager Caruthers stated, related to the psychological aspects, staff is not expecting a quick economic recovery and is planning a conservative approach to economic activities.

- **Update and Discussion of FY 2020-2021 Proposed Budget Calendar and possible current and future budget impacts due to COVID-19** – City Manager Clay Caruthers reviewed the options for the budget calendar that provides for Council to call an election related to the tax rate. He stated staff prepared the calendar to allow Council all options available. He stated a rollback election, in November 2020, would be a tough sell, but will establish the calendar to accommodate all options for Council consideration. Mr. Caruthers stated it will be necessary to continue developing budget calendars that will always provide for the option to call an election. He stated the plan is to bring forward a budget that does not require an election this year and on August 1, Council will have a truth in taxation discussion and the discussion will include the revenue loss due to the COVID-19 impact. He stated staff is currently planning a proposed budget utilizing 5 percent reserves and 5 percent expenditure reductions. He stated staff received information today the City could be eligible for expense reimbursement of \$55 per capita from the County, and additional information is forthcoming. He stated this will be a challenging budget year for the City and the citizens. Mr. Caruthers also stated one piece of legislation that staff is watching closely is that going into the 2019 budget year

there would typically be a 3.5 percent growth cap but there is a disaster piece of legislation that allows 8 percent, which both TML and the City Attorney agree is an option. However, other parties have asked the Attorney General and Governor to confirm, and they have not done so at this time. He stated tonight's discussion is to save the August 1 date and provide Council the proposed budget calendar. In response to Council questions, Mr. Caruthers stated the City only has approximately 60 employees out of work, and staff noted approximately 1,300 claims in the 76053 and 76054 zip codes for unemployment. Mr. Caruthers also noted the tax rolls indicate approximately 42 percent of homesteads account for senior eligible, which you could assume are retired, even though many people are working past 65.

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

Consider Resolution 1770 Supporting the Application for COVID-19 Assistance Grant to the Office of the Governor, Criminal Justice Division (CJD). City Manager Caruthers stated the proposed Resolution is authority to apply for a grant for personal protective equipment (PPE) for the police department.

**EXECUTIVE SESSION in Compliance with the Provisions of the Texas Open Meetings Law, authorized by Government Code, Section 551.071, Consultation with City Attorney to seek advice regarding Pending or Contemplated Litigation or Settlement Offers (Dakota Place Apartments) and to reconvene in Open Session at the conclusion of the Executive Session.**

Mayor Wilson did not recess to Executive Session.

**ADJOURNMENT** – The meeting was adjourned at 6:19 p.m.

**APPROVED** this the 26<sup>th</sup> day of May 2020.

**ATTEST:**

**APPROVED:**

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Rita Frick, City Secretary

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Henry Wilson, Mayor

**City Council Minutes**  
**Tuesday, May 12, 2020**

On the 12<sup>th</sup> day of May 2020, 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, by telephone conference to advance the public health goal of limiting face-to-face meetings to slow the spread of the Coronavirus (COVID-19) with the following members present:

Henry Wilson	)	Mayor
Larry Kitchens	)	Mayor Pro Tem
David Booe	)	Councilmembers
Cathy Thompson	)	
Bill McLendon	)	
Jon McKenzie	)	
Cindy Shepard	)	
Clay Caruthers	)	City Manager
Matthew Boyle	)	Assistant City Attorney
Rita Frick	)	City Secretary
Sunny Patel	)	Director of Information Technology
Clayton Fulton	)	Assistant City Manager
Steve Bowden	)	Executive Director of Economic Development
David Palla	)	Fire Chief

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

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

Councilmember Jon McKenzie gave the Invocation.

Mayor Wilson noted the telephonic meeting due to the COVID-19 pandemic and suspended the Pledge of Allegiance for the meeting. Mayor Wilson provided rules of procedure for the telephone conference meeting.

**ELECTION OF MAYOR PRO TEM**

1. Consider Election of Mayor Pro Tem

Mayor Wilson noted the rotation policy for the Mayor Pro Tem position each year. Mayor Pro Tem Kitchens stated that it was his privilege to serve this past year and he believes Councilmember McKenzie is next to serve.

Councilmember Kitchens moved to nominate Jon McKenzie for Mayor Pro Tem. Motion seconded by Councilmember Shepard. Motion prevailed by the following vote:

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

### **CONSENT AGENDA**

2. Consider approval of the minutes for the April 28, 2020 City Council meetings
3. Consider Ordinance 2436, second reading, for SP-19-13 (Urban Infraconstruction), a site plan for Lot 1, Block 1, Central Park Northeast Addition, being 5.05 acres located at 110 Central Park Drive

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

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

### **RESOLUTION(S)**

4. Consider Resolution 1770 supporting the Application for COVID-19 Assistance Grant to the Office of the Governor, Criminal Justice Division (CJD)

City Manager Clay Caruthers stated this item is to request \$13,318 to purchase equipment to assist the police department with personal protective equipment (PPE) from the Office of the Governor, Criminal Justice Division. In response to Councilmember questions, Mr. Caruthers stated the City has spent approximately \$40,000 to date on PPE and that much of the safety equipment such as gloves, is standard protocol for EMTs and is in the budget. He explained part of the issue is with the funding mechanisms and the biggest problem, financially, is revenue loss. He stated the good news is there may be some reimbursements. Fire Chief David Palla noted the department had some reserve stock left over from Ebola, which was used when stock supplies were harder to get. He stated they have been able to start acquiring supplies and noted the fire department is utilizing a different type of respiratory system that is reusable.

Councilmember Thompson moved to adopt Resolution 1770 supporting the application for COVID-19 Assistance Grant from the Office of the Governor. Motion seconded by Councilmember McLendon. Motion prevailed by the following vote:

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

**OTHER BUSINESS**

- 5. Review of upcoming calendar items – No calendar items were reported.
- 6. City Council Reports - Items of Community Interest – Mayor Wilson noted a conference call with Senator Cornyn and he indicated upcoming legislation could possibly address revenue loss.

**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.

Mayor Wilson did not recess to Executive Session.

**EXECUTIVE SESSION in Compliance with the Provisions of the Texas Open Meetings Law, authorized by Government Code, Section 551.071, Consultation with City Attorney to seek advice regarding Pending or Contemplated Litigation or Settlement Offers (Dakota Place Apartments) and to reconvene in Open Session at the conclusion of the Executive Session**

- 7. Take any and all action ensuing from Executive Session. No action was taken.

**ADJOURNMENT** – The meeting adjourned at 6:32 p.m.

**APPROVED** this the 26<sup>th</sup> day of May 2020.

**ATTEST:**

**APPROVED:**

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

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

City Council Staff Report

**SUBJECT:** Consider authorizing the city manager to execute an Interlocal Cooperation Agreement with Tarrant County for Direct Expense Funding related to the COVID-19 Pandemic

**Supporting Documents:**

Tarrant County ILA

**Meeting Date:** 5/26/2020

**Department:** Fiscal Services

**Reviewed by:** Clayton Fulton

**City Manager Review:**

**Background/Analysis:**

In late March, the CARES Act was passed and included funding for cities with a population over 500,000, and effectively carved Hurst out of any direct assistance. However, Tarrant County did receive an allocation of funding, which they could allocate to cities below the population threshold.

On May 12, 2020, the Commissioners Court designated a portion of its CARES Act funds to support COVID-19 related expenditures incurred by municipalities in Tarrant County. The Court approved a direct allocation of \$55 per capita and results in \$2,118,050, in available funds, to support eligible expenditures incurred by the City of Hurst in responding to the pandemic.

While this support is encouraging, our greatest challenge remains the lost revenue the City has experienced and is expected to continue into FY 21. Staff is working with Tarrant County to ensure we apply this allocation to any and all eligible costs between March 1, 2020 and December 30, 2020. This means the City can use the allocation to reimburse for costs already incurred and have the cash on hand to fund future eligible expenditures.

The City will be required to provide to the County, within 30 days of award, a proposed budget for use of the funds. Additionally, the City will be required to provide expenditure reports starting 60 days after award and continuing for every 30-day period until December 31, 2020. Any unused funds are required to be returned to the County by December 30, 2020, with a final report of expenditures submitted by January 15, 2021.

If the Council approves the ILA, we will send it to the Tarrant County Commissioners Court where they will execute at the next meeting. After execution of the agreement, the City will be advanced the full amount. This will eliminate the reimbursement process and eliminate the need to use available resources to cash flow the expenditures.

**Funding Sources and Community Sustainability:**

No funding is required for this action. Hurst will follow the highest ideals consistent with **Council's Strategic Plan and the Hurst Way, specifically customer service and financial sustainability**. The funds will help the City respond to the pandemic's financial burdens and ensure full compliance with any regulations pursuant to reopening and any other costs incurred to respond to the pandemic.

**Recommendation:**

Staff recommends City Council **authorize the city manager to execute an Interlocal Cooperation Agreement with Tarrant County for Direct Expense Funding related to the COVID-19 Pandemic.**

**INTERLOCAL COOPERATION AGREEMENT  
FOR MUNICIPAL DIRECT EXPENSE FUNDING**

As provided for by Chapter 791 of the Texas Government Code, this Interlocal Cooperation Agreement (“Agreement”) is entered into by and between Tarrant County, Texas (the “County”) and the City of Hurst, Texas (the “City”) and shall be effective on the date that the signature of the last party is affixed. The County and the City have reviewed the Agreement, and each make the following findings:

**WHEREAS**, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

**WHEREAS**, President Donald Trump, Governor Greg Abbott, and County Judge Glen Whitley have issued Declarations of Disaster for the United States, the State of Texas, and the COUNTY, respectively; an

**WHEREAS**, on March 27, 2020, President Donald Trump signed the Coronavirus Aid Relief and Economic Security Act (“CARES ACT”) providing financial aid to those impacted by the COVID-19 pandemic, including local governments; and

**WHEREAS**, the COUNTY has received CARES Act funds to reduce the impact of necessary expenditures incurred due to the public health emergency with respect to COVID-19; and

**WHEREAS**, on May 12, 2020, the Tarrant County Commissioners Court designated a portion of its CARES Act funds to provide FIFTY-FIVE DOLLARS (\$55) per capita for direct COVID-19 related expenditures to municipalities located in Tarrant County (“Direct Costs Program”); and

**WHEREAS**, the 2019 population of the City that resides in Tarrant County, as reported by the North Central Texas Council of Governments, is 38,510; and

**WHEREAS**, assisting municipalities within the County in recovering their costs directly incurred in responding to the COVID-19 emergency is a legitimate and lawful use of the CARES ACT funding.

**NOW, THEREFORE**, for and in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, the County and City agree to the following:

1. Grant and Funding to City. Subject to the terms and conditions of this Agreement, the County agrees to grant and transfer to the City the sum of TWO MILLION ONE HUNDRED EIGHTEEN THOUSAND FIFTY DOLLARS (\$2,118,050) of its CARES ACT funding (“Municipal Funds”). The City agrees to deposit these Municipal Funds into a separate, segregated account created solely for holding and dispersing these Municipal Funds. If Municipal Funds are deposited into an interest-bearing account, all interest earned must be used exclusively as outlined in item two below for COVID-19 expenditures already paid and incurred, and for expenditures to assist the City with its ongoing responses to COVID-19 as detailed in the CARES ACT.

2. Use of Municipal Funds. The City may use its Municipal Funds to reimburse itself for COVID-19 expenditures already paid and incurred, and for expenditures to assist with its ongoing response to COVID-19 as detailed in the CARES ACT, the Direct Costs Program, the U.S. Department of Treasury’s Coronavirus Relief Fund (“CRF”) Guidance for State, Territorial, Local, and Tribal Governments, and this Agreement. It is the responsibility of the City to remain informed of and act in accordance with all updates or amendments to CARES ACT and U.S. Department of Treasury CRF Guidance.

3. City's Obligations relating to its Use of the Municipal Funds. The City agrees to:
- a) only use the Municipal Funds in compliance with this Agreement and for eligible expenditures related to the COVID-19 emergency;
  - b) reimburse and return to the Municipal Funds account within thirty days of notice by County any portion of the Municipal Funds that the County, the U.S. Department of Treasury, or their designee, deems were not used for COVID-19 purposes, or not used pursuant to the terms of this Agreement, or if the City's Municipal Funds account is already closed out, the reimbursement and return of the ineligible expenditure shall be made to the County;
  - c) document and justify that each expenditure from its Municipal Funds was an eligible expenditure under this Agreement and the CARES ACT. All documentation and the final report of expenditures shall be delivered to the County no later than January 15, 2021, and shall be kept by the City for a minimum of four years from the close of the Direct Costs Program;
  - d) allow inspection of all documentation and records related to its expenditure of its Municipal Funds by the County or the U.S. Department of Treasury upon reasonable request;
  - e) use the Municipal Funds only for eligible expenditures made between March 1, 2020 and 11:59 p.m., December 30, 2020;
  - f) by November 1, 2020, provide to the County a report of all funds the City determines it may be unable to spend prior to December 30, 2020. Any and all of such funds may be collected and redistributed at County's discretion;
  - g) return and re-pay within thirty days to the County any Municipal Funds not expended by 11:59 p.m., December 30, 2020;
  - h) acknowledge and recognize that the source of these Municipal Funds is Tarrant County and its CARES ACT allocation for any public programs or initiatives using these Municipal Funds;
  - i) coordinate with the County any public programs or initiatives so that no duplication of services, initiatives, or programs occurs.

4. Reports. The City shall provide to the County, within thirty (30) days of award, a Proposed Budget for use of the funds. The City shall also provide expenditure reports starting 60 days after award and continuing for every 30-day period until December 31, 2020.

5. Eligibility Issues. If the City is not sure that an expenditure will qualify, it should seek an opinion from its City Attorney prior to making the expenditure.

6. Nature of Funding. The CARES ACT funding is being received from the County to the City as a sub-recipient. As a sub-recipient of CARES ACT funding the City acknowledges that its use of the funds is subject to the same terms and conditions as the County's use of such funds. The City hereby agrees to comply with all terms and conditions of the CARES ACT funding, and to hold the County harmless against any repayments, penalties, or interest incurred as a result of the City's failure to comply with all terms and conditions of the CARES ACT funding. Funds spent in non-compliance with the

CARES ACT are subject to recapture by the County for return to the Direct Costs Program or for return to the U.S. Treasury Department.

7. Attorney's Fees and Costs. In accordance with the Program, the County shall be entitled to recover its reasonable and necessary attorney's fees and costs against the City if it is required to undertake litigation to enforce the terms of this Agreement to the extent allowed by law.

8. Law and Venue. The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Exclusive venue of any dispute shall be in a state court of competent jurisdiction in Tarrant County, Texas.

9. No Assignment. The City may not assign this Agreement.

10. Entire Agreement. This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents, and assigns.

11. Amendment. Any amendment of this Agreement must be by written instrument dated and signed by both parties.

12. Severability. No partial invalidity of this Agreement shall affect the remainder unless the public purpose to be served hereby is so greatly diminished thereby as to frustrate the object of this Agreement.

13. Waiver. No waiver by either party of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.

TARRANT COUNTY, TEXAS

CITY OF HURST, TEXAS

By: \_\_\_\_\_  
B. Glen Whitley, County Judge

By: \_\_\_\_\_  
City's Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

ATTEST:

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

**APPROVED AS TO FORM:**

**CERTIFICATION OF  
AVAILABLE FUNDS \$ \_\_\_\_\_**

\_\_\_\_\_  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

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

<b>SUBJECT:</b> Consider ratifying emergency expenditure for COVID-19 testing	
<b>Supporting Documents:</b>	
Texas HHSC Letter to Nursing Facilities Texas HHSC Letter to Fire Departments Standing Delegation Order For COVID-19 Testing	<b>Meeting Date:</b> 5/26/2020  <b>Department:</b> Fire  <b>Reviewed by:</b> David Palla, Fire Chief  <b>City Manager Review:</b>
<b>Background/Analysis:</b>	
<p>On Monday, May 11, 2020, the Texas Commission on Fire Protection (TCFP) sent an email requesting that Fire Departments send personnel into nursing homes and conduct COVID-19 testing of residents and staff. City staff immediately asked why the testing is necessary and that we see no need to test "well" people. The following day, the State of Texas (Texas Department of Emergency Management, TDEM) responded, "we want this completed by May 25, we will pay 100 percent of costs and provide the PCR (nasal swab) tests." Hurst staff did not believe it prudent for fire personnel to conduct the testing for exposure reasons and given the very short time frame to conduct the testing. Staff contacted a clinic that has provided good service for employee and citizen testing and clinic staff agreed to conduct the testing at a cost of \$25 per test. City staff asked state/county representatives how the test kits would be delivered, and it was apparent that no logistical support had been put in place and no time frame for delivery was in sight for the May 25 deadline. The clinic said they can provide a turnkey operation for \$120 per person. We contacted the Assistant Chief of TDEM who did not have any issues with the plan to utilize the clinic services. The City Attorney approved the contract and testing should be completed on May 20. The City only has to test one location; the other location was tested within the last 30 days due to being a COVID-19 "hotspot." The Cities of Bedford and Euless are using the same contractor to conduct their testing. The total cost for the testing is \$27,480.</p>	
<b>Funding Sources and Community Sustainability:</b>	
<p>The State of Texas approved the City "can send TDEM the bill or use FEMA Public Assistance dollars or use the \$55 allotment dollars" to cover the costs.</p> <p>Knowing the status of the most vulnerable population and those caring for them makes <b>Hurst a safer place for individuals to live and work.</b></p>	

**Recommendation:**

Staff recommends the City Council **move to ratify the emergency expenditure for COVID-19 testing.**



May 13, 2020

**To All Licensed Nursing Facilities in Texas:**

On May 11, 2020, Governor Greg Abbott directed that 100 percent of staff and residents in Texas nursing facilities be tested for SARS-CoV-2, the virus that causes COVID-19.

Nursing facilities licensed by the Texas Health and Human Services Commission (HHSC) will be contacted very soon by a testing team to schedule specimen collection. Facilities that are scheduled for testing will be given at least 24-hours-notice prior to the specimen collection process taking place. Administrators should make arrangements for off-duty staff to be present at the facility during the specimen collection. The Medical Director for the nursing facility will be the physician of record, or ordering physician, for the testing to ensure test results are sent directly to the facility.

The testing teams may consist of state and/or local government personnel, including first responders from your local fire department, or Texas Military Department. The testing teams will self-screen before entering the nursing facility. Testing teams will bring their own personal protective equipment and all supplies necessary to complete the testing. The teams are implementing the governor and White House's direction and are authorized to enter the nursing facility.

Nursing facilities may choose to conduct testing independent of the state process. If your nursing facility has tested 100 percent of residents and staff within the last 30 days, inform the testing team when you are contacted to schedule testing. You will be required to provide documentation to the team calling to schedule testing and to HHSC Long Term Care Regulatory showing when all residents and staff were tested.

If you have questions about this process, contact the HHSC Long Term Care Regulatory region for assistance.

Sincerely,

A handwritten signature in cursive script that reads "Phil Wilson".

Phil Wilson



May 13, 2020

**To All Fire Departments:**

On May 11, 2020, Governor Greg Abbott directed that 100 percent of staff and residents in Texas nursing facilities be tested for SARS-CoV-2, the virus that causes COVID-19, in accordance with White House guidance.

Texas nursing facilities are licensed under the authority of the Texas Health and Human Services Commission (HHSC). The testing teams may consist of state and/or local government personnel, including first responders from local fire departments.

As the Executive Commissioner of HHSC, I authorize fire department personnel to enter licensed nursing facilities for the purpose of collecting specimens for testing for SARS-CoV-2, the virus that causes COVID-19.

Testing teams must self-screen before entering the nursing facility and are expected to bring their own personal protective equipment. The teams are implementing the governor's direction and are authorized to enter the nursing facility.

If a nursing facility has questions about this authorization they should contact the HHSC Long Term Care Regulatory region for assistance.

Sincerely,

A handwritten signature in blue ink that reads "Phil Wilson".

Phil Wilson



**Standing Delegation Order  
For  
COVID-19 Testing**

In support of Governor Greg Abbott's Report to Open Texas, and under my authority as stated in Texas Health & Safety Code, Ch. 81 and 22 Tex. Admin. Code Ch. 193, I, John Hellerstedt, M.D., Commissioner of the Texas Department of State Health Services, issue this standing delegation order to test all individuals who are residents or staff members of any licensed nursing facility in Texas for SARS-CoV-2, the virus that causes COVID-19, utilizing the diagnostic test known as a reverse transcription polymerase chain reaction test (RT-PCR) performed by a laboratory certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA) to perform high complexity testing.

The testing will be done in accordance with the most current Centers for Disease Control and Prevention (CDC) testing guidance.

This delegation order shall remain in effect until the expiration of the Governor's Disaster Declaration or until rescinded by me.

Signed this 15<sup>th</sup> day of May, 2020.

  
\_\_\_\_\_  
John Hellerstedt, M.D.  
Commissioner of Public Health

City Council Staff Report

**SUBJECT:** Conduct a public hearing and consider the issue of levying civil penalties, possible revocation of the Certificate of Occupancy, and status of the repairs for the property located at 450 E. Hurst Blvd, Hurst, Texas; Lot A3, Block 14, of the Holder Estates subdivision (Dakota Place Apartments)

**Supporting Documents:**

**Meeting Date:** 5/26/2020  
**Department:** Planning and Development  
**Reviewed by:** Michelle Lazo  
**City Manager Review:**

**Background/Analysis:**

On February 11, 2020, the City Council held a public hearing and ordered the conditional assessment of civil penalties against the owners of the Dakota Apartment Complex.

On March 24, 2020, the City Council continued the Public Hearing and any associated action to the City Council’s April 28 meeting date at 6:30 p.m.

On April 28, 2020, the City Council held a public hearing and ordered the conditional assessment of civil penalties against the owners of the Dakota Apartment Complex.

Staff will provide an update regarding the status of the repairs to the complex and the owner’s compliance with the applicable City Council Orders.

**Funding Sources and Community Sustainability:**

There is no funding impact.

**Recommendation:**

Recommendation will be presented at the meeting.

City Council Staff Report

<p><b>SUBJECT:</b> Consider authorizing the city manager to enter into an Engineering Services Contract with Thomas Hoover Engineering, LLC, for engineering services for 2020 Water Main Replacement Program</p>	
<p><b>Supporting Documents:</b></p>	
<p>Contract Agreement</p>	<p><b>Meeting Date:</b> 5/26/2020  <b>Department:</b> Public Works  <b>Reviewed by:</b> Greg Dickens  <b>City Manager Review:</b></p>
<p><b>Background/Analysis:</b></p>	
<p>The City of Hurst has a history of replacing old water mains on an annual basis if funds are available. Normally these older mains are maintenance-intensive, corroded cast iron pipe that are replaced with corrosive resistant plastic pipe. The existing water mains to be designed for replacement, as part of this contract, are 680 feet of 6-inch cast iron pipe on Fairhaven Drive, 1,080 feet of 12-inch cast iron pipe on Cannon Drive east of Hurstview Drive intersection, and 690 feet of 6-inch cast iron pipe on Prestondale Drive between Springhill and Regency.</p> <p>The engineering services contract is with Thomas Hoover Engineering whom the City has had several successful contracts with in the last few years. The engineer should provide final plans and specifications for this project within 75 calendar days.</p>	
<p><b>Funding Sources and Community Sustainability:</b></p>	
<p>Sufficient funds are budgeted for this project.</p> <p>This engineering services contract meets Council’s priorities and goals of <b>Infrastructure</b> and <b>Financial Sustainability</b>.</p>	
<p><b>Recommendation:</b></p>	
<p>Staff recommends City Council <b>authorize the city manager to execute the Engineering Services Contract with Thomas Hoover Engineering, LLC, for 2020 Water Main Replacement Program, for a total fee not to exceed \$31,900.00.</b></p>	



**Section 3. ENGINEER'S SERVICES**

The Engineer agrees to render services necessary for the development of the Project as outlined on Exhibit "A".

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

**Section 4. PAYMENT FOR SERVICES**

- A. Payment for services of **Preliminary Engineering** and **Final Plans & Specs** under Section 3 above will be lump sum per Task as detailed on Exhibit "A", invoiced monthly based on percent complete.
- B. Payment for services **Construction Phase** under Section 3 above will be hourly and shall not to exceed the specified amount as detailed on Exhibit "A", invoiced monthly based on actual hours worked.
- C. 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.
- D. Payments for expenses, costs, and services, for **Preliminary Engineering**, described in Section 3 above, shall not exceed \$13,600.00
- E. Payments for expenses, costs, and services, in **Final Plans & Specs**, described in Section 3 above, shall not exceed \$14,600.00.
- F. Payments for expenses, costs, and services, in **Construction Phase**, described in Section 3 above, shall not exceed \$3,700.00.
- G. Total project payments for direct non-labor expenses, Preliminary and Final Design, and Construction Administration, described in Section 3 above, shall not exceed \$31,900.00.
- 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, shall upon full payment to Engineer for services rendered, become the sole property of City and shall be delivered to City, for use solely in connection with the project for which they are prepared. Engineer may make copies of any and all documents and items for its files. A set of mylar reproducible plans shall be filed with the City upon final payment. City agrees that any future use, reuse, or modification of the Engineer's work product without retaining and maintaining the retention of the Engineer shall be at the City's sole risk and Engineer shall have no liability for changes made by others to the drawings, specifications, and other documents. Engineer shall have no liability for use of the drawings, specifications, and other documents other than for the intended project. City agrees to release, defend, indemnify and hold the Engineer harmless to the extent authorized by law from any and all claims or liabilities arising therefrom.

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

**Section 6. SERVICES BY CITY**

City shall provide the following services under this Contract:

- A. Provide available criteria and information to the Engineer as City's requirements for the Project.
- B. Provide sample drawings to use as guidelines.
- C. Provide all available City of Hurst drawings, maps, and notes relating to existing public facilities within the limits of the Project.
- D. Engineer shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by City, City's consultants and contractors, and information from public records, without the need for independent verification.

**Section 7. COMPLETION SCHEDULE**

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

**Preliminary Engineering** to be submitted within 6 weeks of receipt of Notice to Proceed. **Final Plans and Specs** will be submitted within 6 weeks of receipt of Notice to Proceed with the Final Plans and Specs task.

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

**Section 8. NOTICE TO PROCEED**

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

**Section 9. TERMINATION OF CONTRACT**

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

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

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

**Section 11. EQUAL EMPLOYMENT OPPORTUNITY**

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

**Section 12. AMENDMENTS**

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

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

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

**Section 14. RIGHT OF REVIEW**

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

**Section 15. CONFLICT OF INTEREST**

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

**Section 16. CONTRACT PERSONAL**

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

**Section 17. NOTICES**

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

**If intended for Hurst, to:**

Gregory W. Dickens  
**Contact Person**

Executive Director of Public Works  
**Title**

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

**If intended for Engineer, to:**

Thomas Hoover  
**Contact Person**

Owner  
**Title**

Thomas Hoover Engineering, LLC  
**Firm Name**

P. O. Box 1808  
**Address**

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

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

**Section 18. INDEPENDENT CONTRACTOR**

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

**Section 19. INDEMNITY**

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

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

**Section 20. INSURANCE**

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

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

**Section 21. VENUE**

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

**Section 22. GOVERNING LAWS**

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

**Section 23. LEGAL CONSTRUCTION**

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

**Section 24. PUBLISHED MATERIAL**

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

**Section 25. CAPTIONS**

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

**Section 26. SUCCESSORS AND ASSIGNS**

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

**Section 27. ENTIRE AGREEMENT**

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

**Section 28. CONSTRUCTION PHASE SERVICES**

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

**Section 29 AGREED REMEDY**

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

**Section 30 CERTIFICATION**

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

**Section 31 THIRD PARTIES**

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

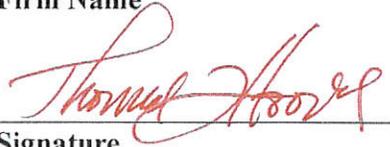
**Section 32    CONSEQUENTIAL DAMAGES**

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

**IN WITNESS WHEREOF**, the parties hereby have executed this agreement in triplicate originals on this date, the \_\_\_\_ day of \_\_\_\_\_, 2020.

Thomas Hoover Engineering, LLC  
Firm Name

**CITY OF HURST**

  
Signature

\_\_\_\_\_  
City Manager  
  
Executive Director of Public Works

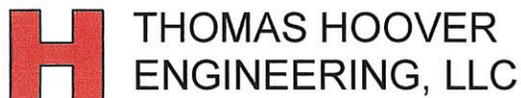
Owner  
Title

**APPROVED AS TO FORM:**

P. O. Box 1808  
Address

Keller, Tx 76244  
City, State, Zip Code

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



May 15, 2020

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

Re: 2020 Water Main Replacement Program

Dear Mr. Hengst:

We appreciate the opportunity to submit this Proposal. The outlined services below are to provide design elements related to water system improvements for the proposed 2020 Water Main Replacement Program. The streets on this program are Fairhaven, Cannon, and Prestondale. The projects are shown in the table below:

### 2020 WATER MAIN REPLACEMENT PROGRAM

STREET	EXISTING MAIN (diameter)	FROM:	TO:	PROPOSED MAIN (diameter)	LENGTH (linear feet)
Fairhaven	6"	Cambridge	Norwood	8"	684
Cannon Dr.	12"	Hurstview	Cavender	12"	1080
Prestondale Dr.	8"	Springhill	Regency	8"	687
Cannon Dr.	6"	Norwood	2100 Cannon	8"	80

It is our understanding that the City of Hurst (CITY) will provide the existing platting information (PDF or hard copy) along each street for our use in preparing the design elements. The water line along Cannon Drive will require a topographic survey to ensure proper cover and for the preparation of the profile sheets. The other water mains will not require profiles and therefore the base sheets will be assembled utilizing platting information. We do not anticipate any easements will be required for the construction of the water main improvements selected by the CITY. We will obtain a surveyor approved by the CITY and the Public Works Department.

Mr. Duane Hengst  
City of Hurst  
May 15, 2020

It is our understanding that the project will have Prestondale and the short section of Cannon bid as "Additive Alternates" to the base bid for Fairhaven and Cannon. Should the pricing for the base bid allow for additional work, the "Additive Alternates" process will be utilized without re-bidding should funding be available.

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

## **SCOPE OF SERVICES**

### **Preliminary Engineering**

1. Prepare a schematic layout, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable current requirements of CITY). The schematic layout for each water main project will include the following:
  - a) The existing driveways, mail boxes, water meter boxes and trees that may be affected by the proposed water main replacement.
  - b) The location of the existing water main, fire hydrants and valves based upon record drawings (provided by the City), topographic surveys, site visits by this office and information from Public Works staff.
  - c) Obtain a topographical survey of that portion of Cannon Drive between Hurstview and Cavender.
2. Prepare an Opinion of probable costs for the Project.
3. Review Preliminary Engineering with the CITY staff.

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

### **Final Engineering Plans & Specifications**

1. Incorporate comments from CITY staff on the Preliminary Engineering into the design plans.
2. Prepare a progress print sets at 50%, 75% and 90% completion for review by CITY staff. The CITY will provide the contract document format in a WORD version 2015 or older for use by the ENGINEER in preparation of the bid documents. The bid documents will be presented to the CITY staff for review at the 75% benchmark.
3. Incorporate CITY staff comments from review of the progress sets into the next design benchmark.
4. Furnish to the OWNER all necessary copies of approved Construction Contract Documents (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in excess of 5 (five) are to be paid for separately.
5. Assist the OWNER in the advertisement of the project for bids.
6. Assist the OWNER in the opening and tabulation of bids for construction of project and recommend in writing to the OWNER as to the appropriate action on all proposals received.

### **Construction Phase**

1. Represent the OWNER in the **Non-Resident** administration of the project. In this capacity, the ENGINEER shall have the authority to exercise whatever rights the OWNER may have to disapprove work and materials that fail to conform to the Contract Documents when such failures are brought to the ENGINEER'S attention. (This function of ENGINEER shall not be construed as supervision of the project and does not include on-site activities other than occasional site visits to observe overall

Mr. Duane Hengst  
City of Hurst  
May 15, 2020

project conditions or when specifically requested by OWNER to visit on-site for a particular matter. It particularly does not involve exhaustive or continuous on-site inspections to check the quality or quantity of the work or material; nor does it place any responsibility on ENGINEER for the means, methods, techniques and sequences of construction or the safety precautions incident thereto, and he will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents).

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

## **COMPENSATION**

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

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

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

Mr. Duane Hengst  
City of Hurst  
May 15, 2020

<b>2020 WATER MAIN REPLACEMENT PROGRAM</b>	
<b>TASK</b>	<b>FEE</b>
PRELIMINARY ENGINEERING	\$13,600
FINAL PLANS & SPECS	\$14,600
CONSTRUCTION PHASE (hourly NTE)	\$ 3,700
<b>TOTAL</b>	<b>\$31,900</b>

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

### **ADDITIONAL SERVICES**

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

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

Respectfully submitted,

### **THOMAS HOOVER ENGINEERING, LLC**



Thomas L. Hoover

### **ACCEPTANCE OF PROPOSAL**

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

By: City of Hurst

By: \_\_\_\_\_ (Date)

\_\_\_\_\_  
(Printed Name)

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

## **Future Event Calendar**

**May 26, 2020**

*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.*

**All City events are canceled until further notice. Please check the City website, [www.hursttx.gov](http://www.hursttx.gov), for updated information.**

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