

**WORK SESSION AGENDA OF THE CITY COUNCIL OF  
HURST, TEXAS  
CITY HALL, 1505 PRECINCT LINE ROAD  
THIRD FLOOR CONFERENCE ROOM  
TUESDAY, JULY 14, 2020 – 5:45 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 5:45 p.m. on Tuesday, July 14, 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 889-299-58991 followed by # when prompted. If prompted, the meeting password is 274775. 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 annual appointments to Boards, Commissions and Committees
- Update and Discussion of state and local reopening plans due to COVID-19

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

Consider Resolution 1771 designating the officer or employee authorized to calculate the No-New Revenue Tax Rate and the Voter Approval Tax Rate in accordance with the Texas Tax Code

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

Consider Ordinance 2438, first reading, amending Chapter 24 by replacing Sections 24-115 and 24-127 to 24-129 Prohibiting Parking in Certain Areas

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

Consider authorizing the city manager to renew an Interlocal Agreement with Tarrant County for funding of the Pipeline Road Project, Phases 2, 3 and 4

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

Consider authorizing the city manager to enter into an Engineering Services Contract with Thomas Hoover Engineering, LLC for design of the Livingston Improvements from West Pipeline Road to 665 feet south

**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 10<sup>th</sup> day of July 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, JULY 14, 2020**

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**AGENDA:**

**5:45 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, July 14, 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 889-299-58991 followed by # when prompted. If prompted, the meeting password is 274775. 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 Cathy Thompson)**

**PERSON(S) TO BE HEARD**

1. Lisa Sewell requested to speak to discuss support for cite and release support for cannabis related offenses

**CONSENT AGENDA**

2. Consider approval of the minutes for the June 23, 2020 and June 30, 2020 City Council meetings
3. Consider Resolution 1771 designating the officer or employee authorized to calculate the No-New Revenue Tax Rate and the Voter Approval Tax Rate in accordance with the Texas Tax Code

**ORDINANCE(S)**

4. Consider Ordinance 2438, first reading, amending Chapter 24 by replacing Sections 24-115 and 24-127 to 24-129 Prohibiting Parking in Certain Areas

**OTHER BUSINESS**

5. Consider authorizing the city manager to renew an Interlocal Agreement with Tarrant County for funding of the Pipeline Road Project, Phases 2, 3 and 4
6. Consider authorizing the city manager to enter into an Engineering Services Contract with Thomas Hoover Engineering, LLC, for design of the Livingston Improvements from West Pipeline Road to 665 feet south
7. Review of upcoming calendar items
8. 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**

9. Take any and all action ensuing from Executive Session

**ADJOURNMENT**

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

This 10<sup>th</sup> day of July 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.**

City Council Staff Report

**SUBJECT:** Request to speak from Lisa Sewell, 9001 Airport Freeway, North Richland Hills, Texas, regarding support for cite and release support for cannabis related offenses

**Supporting Documents:**

**Meeting Date:** 7/14/2020  
**Department:** City Secretary  
**Reviewed by:** Rita Frick  
**City Manager Review:**

**Background/Analysis:**

Lisa Sewell requested she and Robert Head be placed on the agenda to speak regarding support for cite and release support for cannabis related offenses.

**Funding and Sources:**

There is no fiscal impact.

**Recommendation:**

There is no staff recommendation on this item.

**Minutes  
Hurst City Council  
Work Session  
Tuesday, June 23, 2020**

On the 23<sup>rd</sup> day of June 2020, at 5:48 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
Jon McKenzie	)	Mayor Pro Tem
David Booe	)	Councilmembers
Larry Kitchens	)	
Cathy Thompson	)	
Bill McLendon	)	
Cindy Shepard	)	
Clay Caruthers	)	City Manager
Matthew Boyle	)	Assistant City Attorney
Rita Frick	)	City Secretary
Sunny Patel	)	Information Technology Director
David Palla	)	Fire Chief
Michelle Lazo	)	Executive Director of Planning and Development

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

**I. Call to Order** – The meeting was called to order at 5:48 p.m.

Mayor Wilson moved the Executive Session to the next item.

**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 recessed the meeting to Executive Session at 5:49 p.m. 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 of settlement offers (Dakota Place Apartments) and reconvened to work session at 6:10 p.m.

**II. Informational Items**

- **Update and Discussion of upcoming Calendar Items** – City Manager Caruthers noted the upcoming Bulk Trash Days, July 11 (North side Airport Freeway) and 18 (South side Airport Freeway). He stated July 11 is also the Household Hazardous Waste event at the

Service Center. He stated Council will hold strategic planning and budget meetings on July 31 and August 1.

- **Update and Discussion of State and Local reopening plans due to COVID-19** – City Manager Caruthers briefed Council on facilities reopening and that things have gone smoothly. He stated a few facilities are still not completely open including the Senior Center and some facilities will expand services. He noted the upcoming primary runoff election and that the Recreation Center is an early voting site, staff is prepared, but the County will handle the election process. Mr. Caruthers also noted that Governor Abbott announced the number of Covid-19 cases are increasing in the state and though he did not mandate masks, he strongly encouraged the use of masks. Mr. Caruthers noted he is revising the policy for employees at Hurst, and reviewed safety precautions being taken. He also noted the Governor's advisory allows local counties and Mayors to implement stricter controls for outdoor gatherings of 100 or more, which changed from 500 or more. Mr. Caruthers noted that although it is disappointing, the City is not conducting the July 4<sup>th</sup> Stars and Stripes event, due to the challenges of enforcing social distancing and managing the gathering. Councilmember Kitchens and Booe stated they had received positive feedback about what the City is doing. In response to Councilmember Kitchens questions, Mr. Caruthers noted that in the last call with the County, masks were not required, but he will ask the question during the scheduled call tomorrow. Mr. Caruthers also reviewed the total cases, hospitalizations and active COVID-19 cases in Hurst noting state wide numbers are increasing, but the City's cases being monitored were going down. Councilmember Kitchens reiterated his belief the City should do everything they can to encourage citizens to follow all of the recommended safety guidelines.
- **Update and Discussion of Fire Apparatus replacement** - City Manager Caruthers briefed Council on two fire engines that have reached their service life, and that one needs to be replaced and one will roll into reserve. He stated he is bringing this item forward tonight because he wants to handle the purchase through a private placement instrument, which is similar to a lease to buy acquisition. He stated the rates are very low and it will be helpful to hold on to liquidity with the uncertain economy. He stated if Council has no objections, he plans to start the process with financial advisors Friday and request quotes in the near future. He stated this will be approximately 4 tenths of one cent on the property tax rate and equal to about .50 cents per month for the average residential property owner. Mr. Caruthers stated this is based on current values, which could go up or down, but the tax rate would not deviate much. He also stated staff is trying to keep the plans and purchases to the most critical infrastructure needs. He stated Council will have tax rate discussions during the July 31 and August 1 meetings.

The following item was not discussed in work session.

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

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).

**ADJOURNMENT** – The meeting was adjourned at 6:29 p.m.

**APPROVED** this the 14<sup>th</sup> day of July 2020.

**ATTEST:**

**APPROVED:**

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Rita Frick, City Secretary

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Henry Wilson, Mayor

**City Council Minutes**  
**Tuesday, June 23, 2020**

On the 23rd day of June 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
Jon McKenzie	)	Mayor Pro Tem
David Booe	)	Councilmembers
Larry Kitchens	)	
Cathy Thompson	)	
Bill McLendon	)	
Cindy Shepard	)	
Clay Caruthers	)	City Manager
Matthew Boyle	)	Assistant City Attorney
Clayton Fulton	)	Assistant City Manager
Rita Frick	)	City Secretary
Sunny Patel	)	Information Technology Manager
David Palla	)	Fire Chief
Michelle Lazo	)	Executive Director of Planning and Development
Steve Bowden	)	Executive Director of Economic Development

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

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

Councilmember Booe 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.

**PROCLAMATION**

1. Proclamation recognizing Parks and Recreation Month. Councilmember Larry Kitchens read the proclamation recognizing Parks and Recreation month. Executive Director of Community Services Kyle Gordon thanked the Mayor and Council for their support and noted several ways the department plans to celebrate the month while staying safe and playing safe, including virtual programs. Also noted was that the Chisholm Park pond is still being stocked and a great way to enjoy the park. He stated you can share your catch with #shareyourcatch.

**CONSENT AGENDA**

2. Consider approval of the minutes for the June 9, 2020 City Council meetings

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

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

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

3. 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)

Mayor Wilson announced a public hearing and considered 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) and recognized City Attorney Matthew Boyle who reviewed a PowerPoint presentation. Mr. Boyle noted the current status of roof repairs on Building 2 were undertaken without the oversight of a certified engineer, as required by the building permit; after a stop work order was issued for conducting work without a permit more than once, a building permit was finally applied for and granted to properly fix the stairways and balconies; and the tenant in Building 3, unit 105, was displaced because of mold. He reviewed the timeline of this case noting the original complaint was June 30, 2014, with complaints of leaking AC's causing mold and odors, then a couple of years later the order of the Building Official and Code Appeals and Advisory Board, he was ordered to replace all the roofs on all four buildings. He noted that later that same summer, the owner's engineer recommended a unified unit inspection of all 2<sup>nd</sup> story roof units followed by a year later, the owner's lawyer suggested the City engage its own third party to inspect the conditions at the complex at a significant financial investment on the City's part. The City obtained services of Bureau Veritas who joined with Farmers Environmental and Childress Engineering to do independent inspections as requested by the lawyer. The results of that inspection was a compilation of hundreds and hundreds of outstanding violations and the conclusion of Childress Engineering is the roofs on all four buildings were at or near the end of their serviceable life and needed to be replaced in the very near future. The conclusion was based on a significant amount of water penetration and saturation on Building 2. Building 2 roofs need to be repaired and replaced imminently. As a result, it has been a hopscotch of permit applications and permit approvals, based on the ineptitude of the owner and/or contractors. Based on the deadlines initially established by the Council in September 2019, and the fact that today, every single one of those deadlines have passed, the Council has previously set an accumulative amount of civil penalties of \$200,000. He noted the pictures of Building 3 and Unit 105 and stated, keep in mind, there has not been

a single effort to replace the roof on Building #3, so the unacceptable and deplorable conditions in Building #3 will continue to get worse as there has been no effort to pull a permit to initiate the required repairs and replacement of the roof. He noted Slide 8 shows ceiling stains in Unit 105 and reviewed the next several slides showing cabinets that had to be replaced and mold in the unit, proven through inspections. He stated the apartment's standard operating procedure, if they see mold, is to only spray it, hence perpetual reappearance of mold made it uninhabitable. Mr. Boyle stated that what remains the same is that the Council's initial order that the complex be brought into full compliance has not been achieved. Mr. Boyle reviewed the status of the permits issued and incomplete work and stated, on that basis, he requests that after the public hearing closes, the adoption of additional civil penalties order.

Mayor Wilson recognized Latisha Osborne, 450 E. Hurst Blvd. Unit 221, Hurst, Texas, who stated she is the daughter of the tenant in Unit 105. She expressed her concerns regarding the temperature in the unit during the winter and summer months, the bathroom sink being backed up, repairs to the water lines not being completed and the ceiling in their bathroom has collapsed on them. An additional concern is they have never seen the owner, do not know who he is, the leasing lady is not on the property and she doesn't feel this is a safe place. She indicated her mother has been living in a hotel since April, the property owner refused to repair her apartment and she had a kidney transplant. Ms. Osborne stated the place is not safe for anyone, mold is everywhere, the apartments have bats, and the people have nowhere else to live. She further stated there are a whole lot of other tenants in the complex that feel the same way, but they are afraid to speak because they do not want to be put out because they have nowhere else to stay.

There being no one else to speak, Mayor Wilson closed the public hearing.

Councilmember Kitchens noted the testimony and time line and that the City has been working with Mr. Mercer for six years and has been more than patient. He stated anything the City can do to move forward for the health, safety, and welfare of the tenants and the reputation of the City of Hurst is long overdue. He encouraged the Council to support the order presented.

Councilmember Kitchens moved to approve an Order to assessing additional civil penalties against Charles Mercer and the owners of the Dakota Place Apartments. Motion seconded by Councilmember McLendon. Motion prevailed by the following vote:

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

4. Review of upcoming calendar items – Mayor Wilson noted Friday, June 26, 2020, the Hurst Conference Center will have an outdoor movie showing the *Raiders of the Lost Ark*. Tickets can be purchased at [showtix4u.com](http://showtix4u.com). City Manager Caruthers stated the

document shredding service is scheduled for the Household Hazardous Waste event, unless a Covid-19 related issue prevents the company from attending.

5. City Council Reports - Items of Community Interest – Mayor Wilson noted the Farmers Market on Karla was mentioned on Channel 5 news for their fund raiser for Mission Central. He also noted how nice the produce is at the market. He stated his desire for the Council is to discuss a possible Farmers Market zoning that will allow certain areas to have a continuous Farmers Market.

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

Mayor Wilson recognized Karina Quintana, 412 Charleston Court, Hurst, Texas, who stated they wanted to say hello, that she has been a resident of Hurst for about a year and that she loves it here.

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**

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

**ADJOURNMENT** – The meeting adjourned at 6:59 p.m.

**APPROVED** this the 14<sup>th</sup> day of July 2020.

**ATTEST:**

**APPROVED:**

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Rita Frick, City Secretary

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Henry Wilson, Mayor

**MINUTES  
HURST CITY COUNCIL  
WORK SESSION  
TUESDAY, JUNE 30, 2020**

On the 30<sup>th</sup> day of June 2020, at 5:30 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, 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
Jon McKenzie	)	Mayor Pro Tem
David Booe	)	
Larry Kitchens	)	
Cindy Shepard	)	
Cathy Thompson	)	
Jon McKenzie	)	
Bill McLendon	)	
Clay Caruthers	)	City Manager
Rita Frick	)	City Secretary
Sunny Patel	)	Director of Information Services

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

- I. Call to Order** – The meeting was called to order at 5:30 p.m.
- II. Informational Items**
  - **Update and Discussion of upcoming Calendar Items** – No calendar items were discussed.
- III. Update and discussion of State and Local reopening and operational plans due to COVID-19** – Mayor Wilson advised that he is suggesting to waive the current requirements on outdoor sales related to the Farmer’s Market on Karla Drive, until the Council can discuss at the July 31 work session. City Manager Caruthers reviewed administrative waivers staff has utilized due to the COVID-19 pandemic to help businesses during this time. He stated the City has not been as restrictive with the temporary outdoor sales requirement and other conditions, such as temporary signage. He stated if the Council wants to consider the Farmer’s Market allowance on a more permanent basis, Council could have those discussions in July and the temporary administrative allowance could be continued until that time. In response to Councilmember questions, Mr. Caruthers stated, since this is a temporary allowance, other businesses could receive the same consideration, if requested. He stated the

City does not issue a garage sale permit, but there are guidelines that must be followed. He stated the permit process, such as the temporary outdoor sales, allows staff to validate the process to ensure compliance. Mr. Caruthers stated if Council has no objections the Farmers Market allowance would continue until Council makes any desired changes. Mayor Wilson also stated, due to the recent rise in COVID-19 cases, he questions if the Senior Center opening on July 6 is too early. He stated Senior Center staff indicated although the current plan, allows 10 people in the exercise room and 3 people per table in the dance area to have coffee, there are some reservations about opening due to the high risk for patrons. City Manager Caruthers noted staff surveyed neighboring cities and most are not opening as early as July 6. He stated he has received about six calls from individuals that want the center to open and the Recreation Center rules have been relaxed to allow the Senior Center membership to utilize the center. He stated when the Senior Center opens, staff will wear masks when interacting with the public and occupancy levels will be monitored closely. In response to Councilmember questions, Mr. Caruthers stated appointments will be required for the workout area, but the social area will be a first come first serve basis. He stated patrons will be required to wear a mask when they enter the building and can remove when seated at a table eating and drinking. Councilmembers had no objection to the City Manager postponing the Senior Center opening, with an indefinite timeframe reviewing the status of COVID-19 every two weeks. City Manager Caruthers stated he will notify Senior Center staff to advertise the delayed opening and plan to review the status every two weeks.

**IV. ADJOURNMENT - The meeting was adjourned at 5:53 p.m.**

**APPROVED this the 14<sup>th</sup> day of July 2020.**

**ATTEST:**

**APPROVED:**

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Rita Frick, City Secretary

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Henry Wilson, Mayor

City Council Staff Report

**SUBJECT:** Consider Resolution 1771 designating the officer or employee authorized to calculate the No-New Revenue Tax Rate and the Voter Approval Tax Rate in accordance with the Texas Tax Code

**Supporting Documents:**

**Meeting Date:** 7/14/2020  
**Department:** Administration  
**Reviewed by:** Clay Caruthers  
**City Manager Review:**

**Background/Analysis:**

The Texas Legislature passed Senate Bill 2 during the last legislative session amending numerous procedures for the calculation of the tax rate. Section 26.04 (c) and Section 26.17 (e) now require an officer or an employee designated by the governing body to calculate the no-new-revenue tax rate and the voter-approval tax rate.

The proposed resolution provides Council's designation.

**Funding and Sources:**

There is no fiscal impact.

**Recommendation:**

Staff recommends the City Council **move to approve Resolution 1771 designating the City Manager or his designee as the officer or employee authorized to calculate the No-New Revenue Tax Rate and the Voter Approval Tax Rate in accordance with the Texas Tax Code.**

## **RESOLUTION 1771**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HURST, TEXAS, DESIGNATING THE OFFICER OR EMPLOYEE AUTHORIZED TO CALCULATE THE NO-NEW-REVENUE TAX RATE AND THE VOTER APPROVAL TAX RATE IN ACCORDANCE WITH THE TEXAS TAX CODE**

**WHEREAS**, the State legislature amended the Texas Tax Code in 2019 as part of its property tax reform; and

**WHEREAS**, Texas Tax Code Sections 26.04(c) and 26.17(e) now require an officer or an employee designated by the governing body to calculate the no-new-revenue tax rate and the voter-approval tax rate for the taxing unit after the assessor submits the certified appraised roll; and

**WHEREAS**, the City of Hurst Charter designates the City Manager as the chief administrative and executive officer of the City and that he shall be responsible to the City Council for the administration of all the affairs of the City; and

**WHEREAS**, all prerequisites for the adoption of this Resolution have been met, including but not limited to the Open Meetings Act.

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

**Section 1. THAT** the City of Hurst City Manager is hereby designated as a qualified professional to calculate the no-new revenue tax rate and the voter-approval tax rate for the City of Hurst in accordance with section 26 of the Texas Code.

**Section 2. THAT** the City Manager is hereby authorized to designate a qualified employee to act on his behalf to calculate the no-new revenue tax rate and the voter-approval tax rate for the City of Hurst in accordance with section 26 of the Texas Code.

**Section 2. THAT** this designation will take effect immediately upon its passage.

**AND IT IS SO RESOLVED.**

Approved this the 14<sup>th</sup> day of July 2020 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

<b>SUBJECT:</b> Consider Ordinance 2438, first reading, amending Chapter 24 by replacing Sections 24-115 and 24-127 to 24-129, prohibiting parking in certain areas	
<b>Supporting Documents:</b>	
Ordinance 2438	<b>Meeting Date:</b> 7/14/2020 <b>Department:</b> Public Works <b>Reviewed by:</b> Greg Dickens <b>City Manager Review:</b>
<b>Background/Analysis:</b>	
<p>The City Council approved Ordinance 2260 on August 26, 2014 that established the areas along City streets where parking is prohibited. In order to make checking the list of streets faster and easier, staff alphabetized the list of streets where parking is prohibited. Staff is also proposing the area around a fire hydrant that is designated "no parking" be changed to fifteen (15') feet instead of twenty-five (25') feet. This ordinance change will match current state law.</p>	
<b>Funding Sources and Community Sustainability:</b>	
<p>There is no financial impact.</p> <p>Designation of No Parking areas is directly representative of the Council's goal of <b>Public Safety</b>.</p>	
<b>Recommendation:</b>	
<p>Staff recommends Council <b>approve Ordinance 2438, amending Chapter 24 by replacing Sections 24-115 and 24-127 to 24-129; prohibiting parking in certain areas.</b></p>	

## ORDINANCE 2438

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HURST, TEXAS, AMENDING THE HURST CODE OF ORDINANCES CHAPTER 24 BY DELETING SECTIONS 24-115 AND 24-127 TO 24-129 IN THEIR ENTIRETY AND ADDING NEW SECTIONS 24-115 AND 24-127 TO 24-129; PROHIBITING PARKING IN CERTAIN AREAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council (the "City Council") of the City of Hurst, Texas (the "City"), has appointed a Transportation Infrastructure and Safety Committee to act in an advisory capacity to the City Council in all matters pertaining to traffic safety; and

**WHEREAS**, the Transportation Infrastructure and Safety Committee has determined, after reasonable consideration, that parking should be prohibited on the streets provided herein; and

**WHEREAS**, the City of Hurst is a Home Rule municipality having full powers of self-government and may enact ordinances relative to its citizens' health, safety, and welfare that are not inconsistent with the Constitution and laws of the State; and

**WHEREAS**, Section 311.001 of the Texas Transportation Code provides that a home-rule municipality has exclusive control over and under the public highways, streets, and alleys of the municipality; and

**WHEREAS**, Section 545.302 of the Texas Transportation Code prohibits stopping, standing, or parking in certain areas, including areas where an official sign prohibits stopping, standing, or parking; and

**WHEREAS**, the City of Hurst has determined that it is a necessity to regulate activities 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 has complied with all the prerequisites necessary for the passage of this Ordinance; 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 purposes of this Ordinance is to promote the public health, safety, and general welfare of the citizens of the City of Hurst.

**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** the City of Hurst Code of Ordinances Chapter 24 is hereby amended by deleting Section 24-115 in its entirety and adding a new Section 24-115 and shall read as follows:

**Sec. 24-115. Parking Near Fire Hydrant**

No person shall park any motor vehicle, other than a fire truck, within fifteen (15) feet of any fire hydrant.

Section 3. **THAT** the City of Hurst Code of Ordinances Chapter 24 is hereby amended by deleting Section 24-127 in its entirety and adding a new Section 24-127 and shall read as follows:

**Sec. 24-127. Parking Prohibited – At All Times**

The standing or parking of vehicles is prohibited on the following streets and public rights-of-way:

**Arcadia Street** from Kathryn Street to Pipeline Road.

**Bellaire Drive** from Ellen Avenue to East Hurst Boulevard.

**Billie Ruth Lane** from Pipeline Road to 616 Billie Ruth Lane.

**Brookside Drive** on west side from Bedford Eules Road to a point three hundred sixteen (316) feet south of Bedford Eules Road.

**Brown Trail** from Pipeline Road to Holder Drive.

**Campus Drive** on east side from State Highway 121//183 Access Road to a point 390 feet north of State Highway 121/183 Access Road.

**Cannon Drive** from Lorean Court to a point ninety-two (92) feet east of Lorean Court.

**Cannon Drive** on south side from Precinct Line Road to a point one hundred sixty-two (162) feet east of Precinct Line Road.

**Cannon Drive** on south side from Sage Trail to a point ninety-two (92) feet east of Sage Trail.

**Cannon Drive** on north side from Sage Trail to a point four hundred two (402) feet east of Sage Trail.

**Cannon Drive** on north side from Sage Trail to a point sixty-six (66) feet west of Sage Trail.

**Cavender Drive** on east side from a point four hundred fifty-one (451) feet south of Airport Freeway Access Road to a point five hundred thirty-nine (539) feet south of Airport Freeway Access Road.

**Cavender Drive** from Bedford Eules Road to 1228 Cavender Drive.

**Cavender Drive** on west side from Crestwood Terrace to a point twenty-five (25) feet north of Crestwood Terrace.

**Cavender Drive** on west side from Elmview Drive to a point thirty-three (33) feet north of Elmview Drive.

**Cavender Drive** on west side from Elmview Drive to a point thirty-three (33) feet south of Elmview Drive.

**Cavender Drive** on east side from Harwood Road to a point four hundred (400) feet north of Harwood Road.

**Cavender Drive** on east side from a point four hundred forty-one (441) feet south of State Highway 121/183 Access Road to a point five hundred forty (540) feet south of State Highway 121/183 Access Road south curb during the hours of 7:00 a.m. to 8:00 a.m. and 2:15 p.m. to 3:15 p.m. on school days.

**Cimarron Trail** from Harwood Road to Circleview Drive North.

**Crestwood Terrace** on north side from Cavender Drive to a point seven (7) feet west of Cavender Drive.

**Cynthia Lane** from Louella Drive to a point two hundred (200) feet north of Louella Drive.

**El Camino Real** from Rickel Park Boulevard to North City limit.

**Elmview Drive** on north side from Cavender Drive to a point twenty-two (22) feet west of Cavender Drive.

**Elmview Drive** on south side from Cavender Drive to a point twenty-two (22) feet west of Cavender Drive.

**Encino Drive** from Loop eight hundred twenty (820) Access Road to Booth Calloway Drive.

**Harmon Road** on east side from a point one hundred fifty-three (153) feet north of Holloway Drive to a point two hundred eighty-four (284) feet north of Holloway Drive.

**Harmon Road** on east side from a point four hundred sixty-seven (467) feet south of Pecan Street to a point five hundred seventy-two (572) feet south of Pecan Street.

**Harmon Road** on east side from Redbud Drive to a point eighty-seven (87) feet north of Redbud Drive.

**Harmon Road** on west side from Redbud Drive to a point forty (40) feet north of Redbud Drive.

**Harmon Road** on west side from Souder Drive to a point thirty-seven (37) feet south of Souder Drive.

**Harmon Road** on the west side from Souder Drive to a point thirty-seven (37) feet north of Souder Drive.

**Harrison Lane** on east side from Cheryl Avenue to a point four hundred forty-eight (448) feet south of Cheryl Avenue.

**Holder Drive** on west side from Brown Trail to a point four hundred forty-two (442) feet south of Brown Trail.

**Hurst Town Center** on west side from Thousand Oaks Drive to State Highway 121/183 Access Road.

**Hurstview Drive** from Highway 26 to Norwood Drive.

**Mary Drive** from Elm Street to Willow Street.

**Melbourne Road** from Pipeline Road to Bedford-Eules Road.

**Mid-Cities Boulevard** from Precinct Line Road to State Highway 26.

**North East Mall Boulevard** from Cheryl Avenue to Pipeline Road.

**Norwood Drive** from Hurstview Drive to 2520 Norwood Drive.

**Norwood Drive** from Pipeline Road to Plaza Boulevard.

**Norwood Drive** from State Highway 26 to 1225 Norwood Drive.

**Park Place Boulevard** from Arcadia Street to Melbourne Road.

**Park Place Boulevard** on north side from Arcadia Street to Loop 820 Access Road.

**Pecan Street** from Brown Trail to East City limit.

**Pipeline Court** on the east side from 750 Pipeline Court to East Pipeline Road.

**Pipeline Road** on north side from Cavender Drive to a point one hundred nine (109) feet east of Cavender Drive.

**Pipeline Road** on south side from Hurstview Drive to a point one hundred eight (108) feet east of Hurstview Drive.

**Pipeline Road** on south side to a point two hundred three (203) feet east of Livingston Drive.

**Pipeline Road** on south side to a point one thousand one hundred forty (1,140) feet east of Melbourne Road.

**Pipeline Road** on south side to a point six hundred seventy-three (673) feet east of Melbourne Road.

**Pipeline Road** on north side from Reed Drive to a point ninety-five (95) feet west of Reed Drive.

**Pipeline Road** on south side from Ridgecrest Drive to a point one hundred seventeen (117) feet east of Ridgecrest Drive.

**Pipeline Road** on north side from Trailwood Drive to a point one hundred seventy-one (171) feet west of Trailwood Drive.

**Plaza Boulevard** from Norwood Drive to a point seven hundred twenty-six (726) feet east of Norwood Drive.

**Prestondale Drive** on west side from Regency Drive to a point fifty-two (52) feet south of Regency Drive.

**Prestondale Drive** on west side from Regency Drive to a point forty (40) feet north of Regency Drive.

**Prestondale Drive** on west side from Spring Valley Drive to a point fifty (50) feet south of Spring Valley Drive.

**Prestondale Drive** on west side from Spring Valley Drive to a point forty-two (42) feet north of Spring Valley Drive.

**Prestondale Drive** on east side from a point two hundred forty-two (242) feet south of Springhill Drive to a point three hundred forty-four (344) feet south of Springhill Drive.

**Prestondale Drive** on east side from Regency Drive to a point thirty-six (36) feet south of Regency Drive.

**Prestondale Drive** on east side from Regency Drive to a point thirty-eight (38) feet north of Regency Drive.

**Prestondale Drive** on east side from Springhill Drive to a point forty (40) feet south of Springhill Drive.

**Prestondale Drive** on west side from Springhill Drive to a point forty (40) feet south of Springhill Drive.

**Redbud Drive** on north side from Harmon Road to a point thirty-six (36) feet east of Harmon Road.

**Redbud Drive** on the north side from Harmon Road to a point thirty-six (36) feet west of Harmon Road.

**Redbud Drive** on south side to a point two hundred sixty (260) feet east of Holder Drive.

**Redbud Drive** on north side from Moore Creek Road to a point two hundred sixty-three (263) feet east of Moore Creek Road.

**Redbud Drive** from Norwood Drive to a point one hundred sixty (160) feet west of Norwood Drive.

**Regency Drive** on south side from Prestondale Drive to a point forty-nine (49) feet west of Prestondale Drive.

**Regency Drive** on north side from Prestondale Drive to a point fifty (50) feet west of Prestondale Drive.

**Regency Drive** on south side from Prestondale Drive to a point forty-four (44) feet east of Prestondale Drive.

**Regency Drive** on north side from Prestondale Drive to a point forty-nine (49) feet east of Prestondale Drive.

**Rickel Park Boulevard** from El Camino Real to East Hurst Boulevard.

**Ridgecrest Drive** on the east side from Pipeline Road to a point sixty-two (62) feet south of Pipeline Road.

**Scott Drive** from Bedford Euless Road to Royal Terrace.

**Sotogrande Boulevard** from the city limit to a point two hundred eight (208) feet south of the city limit.

**Souder Drive** from Harmon Road to a point fifty (50) feet west of Harmon Road.

**Southridge Court** from Bedford Euless Road to dead end.

**Springhill Drive** on south side from Prestondale Drive to a point thirty-seven (37) feet east of Prestondale Drive.

**Springhill Drive** along frontage for 724 Springhill Drive.

**Spring Valley Drive** on south side from Prestondale Drive to a point thirty-seven (37) feet west of Prestondale Drive.

**Spring Valley Drive** on north side from Prestondale Drive to a point thirty-eight (38) feet west of Prestondale Drive.

**State Highway 121/183 Eastbound Access Road** from Cavender Drive to a point forty-two (42) feet west of Cavender Drive.

**Terry Road** from Ellen Avenue to a point two hundred ninety-seven (297) feet north of Ellen Avenue.

**Terry Road** from Ellen Avenue to East Hurst Boulevard.

**Thousand Oaks Drive** on south side from Campus Drive to a point eighty-five (85) feet east of Campus Drive.

**Trailwood Drive** on west side from Bedford Euless Road to Bedford Court.

**Trailwood Drive** on east side from Bedford Court to 1228 Trailwood Drive.

**Valencia Drive** from Loop eight hundred twenty (820) Access Road to Booth Calloway Road.

**Willow Street** from Hurstview Drive to a point one hundred forty (140) feet east of Hurstview Drive.

**Yates Drive** from Wingate Court to Louella Drive.

Section 4. **THAT** the City of Hurst Code of Ordinances Chapter 24 is hereby amended by deleting Section 24-128 in its entirety and adding a new Section 24-128 and shall read as follows:

**Sec. 24-128. Same – Between 8:00 a.m. and 4:00 p.m. on school days**

It shall be unlawful for any person to park or stand any vehicle between the hours of 8:00 a.m. and 4:00 p.m. on school days in any of the following locations:

**Eastridge Court** on the south side from Pleasantview Drive to a point two hundred eighty-one (281) feet north of Pleasantview Drive.

**Louella Drive** from Renee Drive to Brown Trail.

**Pleasantview Drive** on the north side from Brown Trail to a point four hundred four (404) feet west of Eastridge Court.

**Pleasantview Drive** on the south side from a point three hundred thirty-one (331) feet west of Brown Trail to a point two hundred eighteen (218) feet West of Eastridge Court.

**Renee Drive** from Pleasantview Drive to Louella Drive.

**Westridge Court** from Eastridge Court to dead end.

**Westridge Drive** from Eastridge Court to Louella Drive.

Section 5. **THAT** the City of Hurst Code of Ordinances Chapter 24 is hereby amended by deleting Section 24-129 in its entirety and adding a new Section 24-129 and shall read as follows:

**Sec. 24-129. Same – Between 7:00 a.m. and 7:00 p.m.**

It shall be unlawful for any person to park or stand any vehicle between the hours of 7:00 a.m. and 7:00 p.m. in any of the following locations:

**Brown Trail** on the east side from Pleasantview Drive to northern city limit.

**Brown Trail** on the west side from northern city limit to a point seven hundred sixty-nine (769) feet south of Pleasantview Drive.

Section 6. **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 7. **THAT** any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and shall be fined an amount not to exceed \$500.

Section 8. **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 9. **THAT** the fact that the present ordinances and regulations of the City of Hurst, Texas are inadequate to properly safeguard the health, safety, morals, peace and general welfare of the inhabitants of the City of Hurst, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety and general welfare of the public which requires that this ordinance shall become effective from and after the date of its passage, and it is accordingly so ordained.

**AND IT IS SO ORDERED.**

Passed on the first reading on the 14<sup>th</sup> day of July 2020 by a vote of \_\_\_ to \_\_\_\_.

Approved on the second reading on the 28<sup>th</sup> day of July 2020 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

<b>SUBJECT:</b> Consider authorizing the city manager to renew an Interlocal Agreement with Tarrant County for funding of the Pipeline Road Project, Phases 2, 3 and 4	
<b>Supporting Documents:</b>	
Interlocal Agreement	<p><b>Meeting Date:</b> 7/14/2020</p> <p><b>Department:</b> Public Works</p> <p><b>Reviewed by:</b> Greg Dickens</p> <p><b>City Manager Review:</b></p>
<b>Background/Analysis:</b>	
<p>The City has an ongoing 50% matching grant from Tarrant County for the construction of Pipeline Road from Billie Ruth to Brown Trail. The first two phases, Phases 1 and 2 of 4, from Billie Ruth through the intersection of Precinct Line Road to Lorean Branch is complete. Tarrant County’s participation in Phase 1 construction was \$1,344,401.62 and in Phase 2 is \$2,115,146.21. The total amount of the grant from Tarrant County for all four phases is \$5,540,000.</p>	
<b>Funding Sources and Community Sustainability:</b>	
<p>Sufficient funding is available from various water, sewer, drainage, and street bond funds for Phase 3. Future bond funds will be necessary to fund Phase 4.</p> <p>Renewal of the Interlocal Agreement is directly representative of the Council’s goals of <b>Financial Sustainability and Infrastructure</b>. The use of grant funds from the County along with City bond funds will help spark <b>Redevelopment</b> along the expanded corridor.</p>	
<b>Recommendation:</b>	
<p>Staff recommends City Council <b>authorize the city manager to renew the Interlocal Agreement for Pipeline Road with Tarrant County.</b></p>	

STATE OF TEXAS §  
§ **Renewal and Amendment of Funding Interlocal Agreement**  
§ **for Pipeline Road Widening**  
COUNTY OF TARRANT §

**BACKGROUND**

1. Tarrant County (“COUNTY”) and the City of Hurst (“CITY”) entered into an Interlocal Agreement (ILA) approved by Tarrant County Commissioners Court Order No. 107250, for financial support of up to \$5,540,000.00 through the 2006 Tarrant County Transportation Bond Program for the construction phase of the Pipeline Road widening (“Project”).
2. The Project is being constructed in four sections or phases and the CITY has completed the first two phases.
3. The COUNTY and the CITY desire to renew the ILA for the to continue funding for the remaining two phases of the Project.

Therefore, the COUNTY and the CITY agree to the following:

4. Section I (Project Description) of this ILA is amended to read as follows:

This project will widen and reconstruct Pipeline Road from an undivided four-lane road to a divided four-lane road between Billie Ruth Street and Brown Trail Boulevard. This project will be constructed in four phases as identified below:

Phase 1: Billie Ruth Lane eastward to Precinct Line Road;  
Phase 2: Precinct Line Road eastward to Lorean Branch Bridge;  
Phase 3: Lorean Branch Bridge eastward to Harrison Lane; and  
Phase 4: Harrison Lane eastward to Brown Trail/Uptown Boulevards.

5. Section III (Term) of this ILA is amended to read as follows:

The COUNTY and the CITY renew the ILA with an expiration date of September 30, 2022 or upon completion of the Project as determined by the COUNTY, whichever occurs sooner.

6. Section IV (Cost) of the ILA is amended to read as follows:

The COUNTY agrees to reimburse the CITY for either \$5,540,000 of its Costs or 50% of its Costs, whichever amount is less. This funding will be allocated to each phase of the Project as identified below.

Phase 1: The COUNTY funding will not exceed \$1,344,401.62. This phase is

complete.

Phase 2: The COUNTY funding will not exceed \$2,115,146.21. This phase is complete.

Phase 3: The COUNTY funding will not exceed \$1,875,000.00.

Phase 4: The COUNTY funding will not exceed \$205,452.17.

The disbursement of this funding is governed by the payment schedule in Attachment A of this ILA. However, in the event that the start of construction of any phase of the Project is delayed, the COUNTY is excused from reimbursing the City until the commencement of construction as reasonably determined by the COUNTY. Any reimbursement request from the CITY should include: A) a copy of the contractor's invoice; B) the contractor's progress report or a copy of the latest construction schedule; and C) a copy of the check or a certification letter or other documentation of the CITY's payment to the contractor.

The CITY understands that the CITY will be responsible for any other expenses incurred by the CITY in performing the services under the ILA.

- 7. Except as amended above, the ILA remains in full force and effect.

**APPROVED** on this day the \_\_\_\_ day of \_\_\_\_\_, 2020, by Tarrant County.

Commissioners Court Order No. \_\_\_\_\_.

**TARRANT COUNTY  
STATE OF TEXAS**

**CITY OF HURST**

\_\_\_\_\_  
County Judge

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

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM AND  
CONTENT:**

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

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

\*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.



**ATTACHMENT A**

**Project Information**

City: City of Hurst  
 Project Name: Pipeline Road Widening

**Proposed Project Schedule**

	Start Date	Duration (mo.)	End Date *
Design:	-	-	-
ROW Acquisition:	-	-	-
Utility Relocation:	-	-	-
Construction:	Apr-2009	180	Mar-2024

\* Payments for the construction phase are contingent upon the COUNTY's reasonable determination that the work regarding this phase has been completed.

**Proposed County Payment by Activity**

Design:	\$0
ROW Acquisition:	\$0
Utility Relocation:	\$0
Construction:	\$ 5,540,000
<b>TOTAL:</b>	<b>\$ 5,540,000**</b>

**Proposed County Payment Schedule by Calendar Quarter (SUBJECT TO CHANGE)**

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2017	\$	\$588,294.86	\$188,210.66	\$309,909.97
2018	\$93,750.64	\$83,019.31	\$351,776.37	\$333,272.05
2019	\$52,473.49	\$	\$84,240.29	\$30,199.07
2020	\$	\$	\$	\$500,000.00
2021	\$500,000.00	\$500,000.00	\$375,000.00	\$
2022	\$	\$	\$	\$
2023	\$205,452.17	\$	\$	\$
2024	\$	\$	\$	\$

\*\* \$1,344,401.62 reimbursed to the CITY in May, 2010 for Phase 1

City Council Staff Report

**SUBJECT:** Consider authorizing the city manager to enter into an Engineering Services Contract with Thomas Hoover Engineering, LLC, for design of the Livingston Improvements from West Pipeline Road to 665 feet south

**Supporting Documents:**

Engineering Services Contract  
 Location Map

**Meeting Date:** 7/14/2020

**Department:** Public Works

**Reviewed by:** Greg Dickens

**City Manager Review:**

**Background/Analysis:**

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

In January 2020, the City submitted an application to Tarrant County seeking an allocation of H.U.D. funds in support of the Livingston Drive Project. We received notice from Tarrant County in June 2020 that \$165,000 has been set aside for the City of Hurst project. Construction and engineering for this section of Livingston Drive roadway improvements has been estimated to cost \$381,000. Thomas Hoover Engineering has worked successfully with the City of Hurst staff on projects, in the past, and is capable of providing the design services and contract administration needed on this project. The proposed engineering fee is not to exceed \$31,440.

**Funding Sources and Community Sustainability:**

Sufficient funds are available in the project's budget for the engineering cost.

This street improvement supports Council's strategic priorities of **Redevelopment, Economic Vitality, and Infrastructure Revitalization** as it will enhance the livability and visual appeal of the neighborhood, and support improved property values of the neighborhood.

**Recommendation:**

City staff recommends City Council **authorize the city manager to enter into a Contract with Thomas Hoover Engineering, LLC, for the design of the Livingston Drive Improvements from West Pipeline Road to 665 feet south, in an amount not to exceed \$31,440.00.**



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

The Direct Non-Labor expenses shall be reimbursable at actual invoice cost plus 10%, except for living and travel expenses when away from the home office on business connected with the Project. All travel outside of the Dallas/Fort Worth Metropolitan Area to be made, which are reimbursable at actual invoice cost, by the Engineer in connection with the Project must first be approved in writing by the Executive Director of Public Works. The contract cost amount in Section 3 above shall include an estimate of the Direct Non-Labor expenses, not to exceed \$900.00.

- D. Services provided by subcontractors to the Engineer shall be reimbursed at the actual invoice cost plus 10%. All expected subcontractor's cost shall be included in the contract cost amount shown in Section 3 above.
- E. Engineer shall submit itemized monthly statements for Services, Direct Non-Labor Expenses, and for Subcontractors Costs incurred. City shall make payments in the amount shown by the Engineer's monthly statements and other documentation submitted, and no interest shall ever be due on late payments.
- F. Payments for **Topographic Survey** as described in Section 3 above, shall not exceed \$3,740.00.
- G. Payments for expenses, costs, and services, for **Preliminary Engineering**, described in Section 3 above, shall not exceed \$5,600.00.
- H. Payments for expenses, costs, and services, in **Final Plans & Specs**, described in Section 3 above, shall not exceed \$14,200.00.

- I. Payments for expenses, costs, and services, in **Construction Phase**, described in Section 3 above, shall not exceed \$7,000.00.
- J. Total project payments for direct non-labor expenses, Topographic Survey, Preliminary and Final Design, and Construction Administration, described in Section 3 above, shall not exceed \$31,440.00.
- K. 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:

Topographic Survey and Preliminary Engineering to be submitted within 7 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) 788-7076

**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 responsibly 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

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

**CITY OF HURST**

Firm Name

*Thomas Hoover*

Signature

City Manager

*Gregory J. Wilkins*  
Executive Director of Public Works

Owner

Title

P. O. Box 1808

APPROVED AS TO FORM:

Address

*[Signature]*  
City Attorney

Keller, Tx 76244

City, State, Zip Code

# EXHIBIT "A"



June 26, 2020

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

Re: Professional Engineering Services  
PY 2020 (46<sup>th</sup> Year) CDBG  
Street Reconstruction – Livingston Drive

Dear Mr. Hengst:

We appreciate the opportunity to submit this Proposal. The outlined services below are to provide design elements related to Professional Engineering Services for the federally-funded PY 2020 (46<sup>th</sup> Year) Tarrant County Urban County Entitlement Community Development Block Grant (CDBG) Public Works Program. The project is for paving and sewer improvements on Livingston Drive (629 to 733 Livingston Drive).

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 will include the following:

The Topographic Survey:

- 1) The topographic survey for the project from 629 to the intersection with W. Pipeline Road. This survey will provide horizontal and vertical information on the existing paving and driveways. The survey will

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817-913-1350 phone  
T.B.P.E. Firm Registration No. 006009

show the existing utilities along the route and all other related appurtenances in the proposed work area.

2) There are no permanent easements anticipated in this limited scope of work.

The paving plan:

- 1) The existing curbs and drives between 629 Livingston Dr. and W. Pipeline Road;
- 2) The proposed back of curbs for the proposed concrete street;
- 3) The existing franchise utilities that could be in conflict with proposed curb returns;
- 4) The existing driveways along the route; and,
- 5) The existing mailboxes, other improvements within the right-of-way and retaining walls.

The sewer plan:

- 1) The existing sewer manholes and clean outs;
- 2) The proposed sewer line and related appurtenances with respect to the proposed curb line; and,
- 3) The proposed driveway/street paving impact on the sewer line improvements.

2. Prepare an Opinion of probable costs for the Project.
3. Review Preliminary Engineering with the CITY staff.

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

1. Incorporate comments from CITY staff on the Preliminary Engineering into the design plans.

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2. Prepare a progress print sets at 50%, 75% and 90% completion for review by CITY staff. The County will provide the contract document format to be used 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 and COUNTY staff comments from review of the progress sets into the next design benchmark.
4. Furnish to the CITY and COUNTY a hard copy and a digital copy of all approved Construction Contract Documents (plans, specifications, notice to bidders, proposals, etc.). The Construction Contract Documents will be prepared (20 (twenty) sets total) and submitted to the COUNTY for their distribution.
5. Assist the COUNTY in the advertisement of the project for bids.
6. Assist the COUNTY in the opening and tabulation of bids for construction of project and recommend in writing to the COUNTY as to the appropriate action on all proposals received. We will also be assisting in the coordination of the award construction contract via resolution by the CITY for use by the COUNTY.

### **Construction Phase**

1. Represent the CITY in the **Non-Resident** administration of the project. In this capacity, the ENGINEER shall have the authority to exercise whatever rights the CITY 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 project conditions or when specifically requested by

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817-913-1350 phone

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CITY 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 CITY; 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 CITY; 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 and a CD with the PDF file, Mylar 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 on the next page. In the event of termination by CITY during any phase of the Services, Consultant will be reimbursed for services rendered to date of termination.

<b>PY 2020 (46<sup>th</sup> Year) CDBG Livingston Drive Improvements</b>	
<b>TASK</b>	<b>FEE</b>
TOPOGRAPHIC SURVEY	\$ 3,740
PRELIMINARY ENGINEERING	\$ 5,600
FINAL PLANS & SPECS	\$14,200
CONSTRUCTION PHASE (hourly NTE)	\$ 7,000
PRINTING	\$ 900
<b>TOTAL</b>	<b>\$31,440</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.

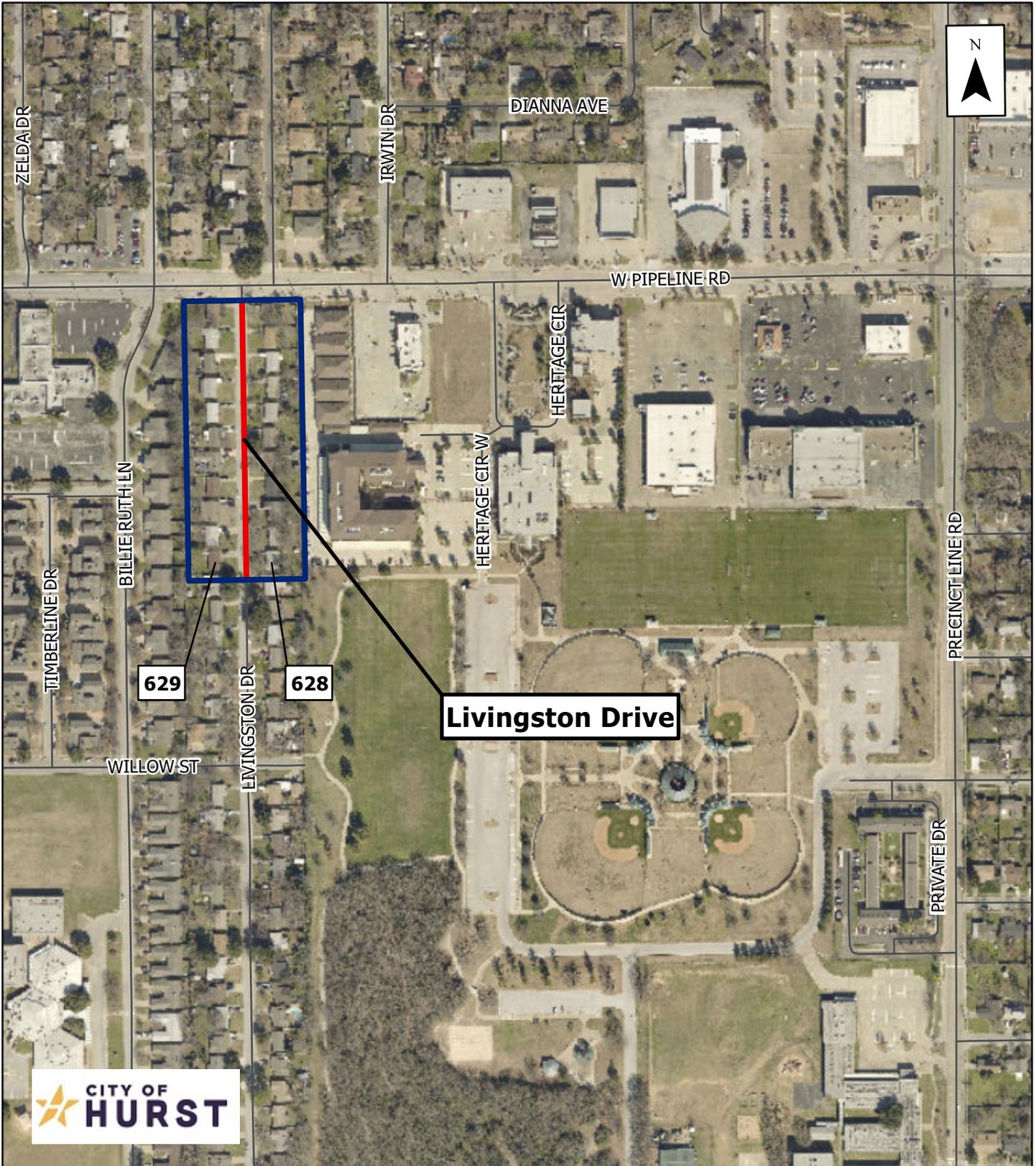
By: City of Hurst

By: \_\_\_\_\_

\_\_\_\_\_ (Date)

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

# LOCATION MAP



Tarrant County  
Community Development Block Grant  
2020

## Future Event Calendar

July 14, 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.*

<u>DATE AND TIME</u>	<u>ACTIVITY</u>
Saturday, July 18, 2020 Trash at curb by 7:00 a.m.	Bulk Trash Collection- South of Highway 121
Friday, July 31, 2020 2:00 p.m.	City Council Work Session, Hurst Conference Center
Saturday, August 1, 2020 8:00 a.m.	City Council Special Session, Hurst Conference Center