

**WORK SESSION AGENDA OF THE CITY COUNCIL OF  
HURST, TEXAS  
CITY HALL, 1505 PRECINCT LINE ROAD  
THIRD FLOOR CONFERENCE ROOM  
TUESDAY, JULY 28, 2020 – 5:30 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 5:30 p.m. on Tuesday, July 28, 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 884-860-36437 followed by # when prompted. If prompted, the meeting password is 005084. 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
- Update Discussion of public works infrastructure improvements

**III. Discussion of Agenda Item(s) 4 and 5**

Conduct a Public Hearing to consider adopting the Crime Control and Prevention District budget for fiscal year beginning October 1, 2020 and ending September 30, 2021

Consider Ordinance 2439, first reading, adopting the Crime Control and Prevention District budget for fiscal year beginning October 1, 2020 and ending September 30, 2021

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

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)

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

Discussion and consideration of all matters incident and related to the issuance and sale of “City of Hurst, Texas, Public Property Finance Contractual Obligations, Series 2020”, including the adoption of Ordinance 2440, first and final reading, authorizing the issuance of such obligations.

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

Consider appointments to Boards, Commissions and Committees

**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 24<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 28, 2020**

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**AGENDA:**

- 5:00 p.m. – Crime Control Board (Third, First Floor Conference Room)**  
**5:30 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 28, 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 884-860-36437 followed by # when prompted. If prompted, the meeting password is 005084. 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 (Mayor Pro Tem Jon McKenzie)**

**CONSENT AGENDA**

1. Consider approval of the minutes for the July 14, 2020 City Council meetings
2. Consider Resolution 1771 ratifying the actions of the Hurst Crime Control and Prevention District Board
3. Consider Ordinance 2438, second reading, amending Chapter 24 by replacing Sections 24-115 and 24-127 to 24-129 Prohibiting Parking in Certain Areas

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

4. Conduct a Public Hearing to consider adopting the Crime Control and Prevention District budget for fiscal year beginning October 1, 2020 and ending September 30, 2021

5. Consider Ordinance 2439, first reading, adopting the Crime Control and Prevention District budget for fiscal year beginning October 1, 2020 and ending September 30, 2021

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

6. 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)

**ORDINANCE(S)**

7. Discussion and consideration of all matters incident and related to the issuance and sale of “City of Hurst, Texas, Public Property Finance Contractual Obligations, Series 2020”, including the adoption of Ordinance 2440, first and final reading, authorizing the issuance of such obligations.

**OTHER BUSINESS**

8. Consider appointments to Boards, Commissions and Committees
9. Review of upcoming calendar items
10. 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**

11. Take any and all action ensuing from Executive Session

**ADJOURNMENT**

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

This 24<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.**

**Minutes**  
**Hurst City Council**  
**Work Session**  
**Tuesday, July 14, 2020**

On the 14<sup>th</sup> day of July 2020, at 5:45 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

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 5:45 p.m.

**II. Informational Items**

- **Update and Discussion of upcoming Calendar Items** – City Manager Caruthers discussed informational items and calendar items, including state and local reopening plans due to COVID-19, plans for Senior Center to remain closed and reported other local cities surveyed plan to open in late July or early August at the earliest. He stated the City of Colleyville is the only one open at this time. He stated twenty-six Senior Center members have utilized their membership at the Recreation Center. Mr. Caruthers stated the Library is staying status quo with curbside operations and staff has not received negative feedback. Mr. Caruthers also noted the Ha5 Street Overlay Program will continue as the City is committed to the maintenance of streets. He stated the Ha5 overlay will start again Friday, July 17, 2020, and residents who live on the streets will be notified. Also noted was the decision of the Citizens Fire Academy to cancel the steak dinner event this year. Mr. Caruthers reviewed other fall events to be canceled including the Heritage Fall series and Movie in the Park. He stated the Hurst Conference Center is offering a drive in movie experience on the rooftop. He stated some events being evaluated include the Fall Festival at Northeast Mall, 6Stones CPR Event and National Night Out. Mayor Wilson stated another event being evaluated is the Christmas Senior Banquet, which may need to be canceled or moved to another date. Mr. Caruthers stated some people are already soliciting for banquet prizes and that if the

event is canceled, they will either donate those items or figure another way to give them away to honor the businesses.

- **Update and Discussion of annual appointments to Boards, Commissions and Committees** - Mayor Wilson recommended the Council consider the reappointments at the July 28, 2020 City Council meeting, but wait until in person interviews are possible to fill the vacant positions. Councilmember Kitchens suggested Council could consider moving the alternate members to vacant regular member positions. Also discussed was notifying citizens, through social media, the City is accepting applications.
- **Update and Discussion of state and local reopening plans due to COVID-19** – Councilmember Kitchens stated he heard the Governor is seriously rethinking plans to shut down again.

### **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

City Manager Caruthers briefed Council on Resolution 1771 and the new laws and guidelines regarding truth and taxation. He explained the calendar is more aggressive due to the new rollback rules and rollback election requirements. He stated that it is not staff's intent to bring forward the need for a rollback this year. Mr. Caruthers stated the law has language for the Mayor and Council to designate the person who calculates the tax rate and the proposed resolution designates the City Manager and authorizes him to designate persons such as Assistant City Manager Clayton Fulton and Director of Finance Paul Brown. He stated staff believes the Charter provides this designation but believes it is prudent to take action with a resolution.

### **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

City Manager Clay Caruthers briefed Council on the proposed ordinance amending Chapter 24 of the Code Ordinance regarding parking. He explained the proposed ordinance reduces the distance from a fire hydrant from 25 feet to 15 feet and aligns with state regulations.

### **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

City Manager Clay Caruthers briefed Council on the continuation of the Pipeline Road Project with Tarrant County. He stated once the project is fully completed, Tarrant County will have contributed over \$5 million dollars on the project and expressed appreciation for the County's support. Mr. Caruthers noted funding is available for Phase 3, but bonds will need to be issued for Phase 4. He also noted that future construction contracts will have an acceleration option in the contract. In response to Councilmember questions, Executive Director of Public Works Greg Dickens stated staff has not begun the right-of-way process for Phase 4 or the design process. He stated the issues some individuals had with the

portion of Pipeline near the recreation center has been corrected with striping. Mr. Dickens also stated the gas line will have to be relocated and approximately 90 days of work time has been allocated for Atmos.

**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

City Manager Clay Caruthers briefed Council on the proposed Interlocal Agreement with Tarrant County noting this is the engineering portion of the Community Development Block Grant Project and is similar to past years. In response to Councilmember questions, Executive Director of Public Works Greg Dickens stated the schedule will be similar to past CDBG projects, starting the first of next year and completing over the summer.

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**

**ADJOURNMENT** – The meeting was adjourned at 6:08 p.m.

**APPROVED** this the 28<sup>th</sup> day of July 2020.

**ATTEST:**

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

**APPROVED:**

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

**City Council Minutes**  
**Tuesday, July 14, 2020**

On the 14<sup>th</sup> day of July 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
Rita Frick	)	City Secretary
Sunny Patel	)	Information Technology Manager

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 Thompson 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.

**PERSON(S) TO BE HEARD**

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

Mayor Wilson recognized Ms. Lisa Sewell, 8737 Pedernales Trail, Fort Worth, Texas who reviewed information provided to the City Council expressing support for a cite and release resolution for cannabis related offenses. She stated the action would support the budget by decreasing the number of individuals jailed due to inaccurate testing procedures. Ms. Sewell introduced Robert Head, 2061 Le Mans Drive, Carrollton, Texas, who stated he is a veteran in the area and that a vast majority of veterans use hemp or marijuana instead of pills. He explained that pills have side effects or you have to take more and after a while they will sometimes reach to other sources to help cope. He stated most are not criminals, they are just trying to get through the day. He stated this program

gives veterans more options and removes the criminal aspect. Ms. Sewell reiterated the benefits of the program and reviewed action taken by other Texas cities. Mayor Wilson thanked Ms. Sewell for the information and advised the city manager would follow-up with her. Mr. Head also advised that he could offer classes regarding hemp if the Council needed additional understanding.

### **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

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

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

### **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

City Manager Clay Caruthers reviewed the proposed ordinance, which is to change the parking distance from 25 feet to 15 feet from the fire hydrant and align with state law. He also noted some administrative changes to the ordinance.

Councilmember Thompson moved to approve Ordinance 2438 amending Chapter 24 by replacing Sections 24-115 and 24-127 to 24-129; prohibiting parking in certain areas. Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

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

### **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

City Manager Clay Caruthers reviewed the proposed agreement with Tarrant County noting the City has been working on Pipeline Road for some time and appreciates the County's contribution to the project. He stated once the project is fully completed, Tarrant County will have contributed over \$5 million dollars to the project. He stated Atmos will handle the main gas line replacement and staff plans to include language in future construction bids that allow contractors to bid on acceleration of work. Mr. Caruthers stated the Interlocal Agreement with Tarrant County continues a financial partnership for future phases of Pipeline Road. In response to Councilmembers' questions, Mr. Caruthers stated the County has dollars set aside and the City has funding through Phase 3, but will have to go to market to fund Phase 4, which has been worked into the overall debt policy program.

Councilmember Shepard moved to authorize the city manager to renew the Interlocal Agreement for Pipeline Road with Tarrant County. Motion seconded by Councilmember McLendon. Motion prevailed by the following vote:

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

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

City Manager Caruthers reviewed the proposed Engineering Services Contract stated this is for a segment of Livingston Drive and part of the Community Development Block Grant (CDBG) program. He stated the proposal is for an amount not to exceed \$31,440 for engineering services and that \$165,000 is coming from Tarrant County. Mr. Caruthers also noted this portion of the road will be concrete reconstruction and falls within the road survey criteria and within the CDBG criteria.

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

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

7. Review of upcoming calendar items – City Manager Caruthers reviewed upcoming Council meetings.
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

Mayor Wilson did not adjourn to Executive Session.

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

**ADJOURNMENT** – The meeting adjourned at 6:52 p.m.

**APPROVED** this the 28<sup>th</sup> day of July 2020.

**ATTEST:**

**APPROVED:**

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

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

City Council Staff Report

<b>SUBJECT:</b> Consider Resolution 1771 ratifying the actions of the Hurst Crime Control and Prevention District Board	
<b>Supporting Documents:</b>	
Resolution 1771 Public Hearing Notice	<b>Meeting Date:</b> 7/28/2020 <b>Department:</b> Fiscal Services <b>Reviewed by:</b> Clayton Fulton <b>City Manager Review:</b>
<b>Background/Analysis:</b>	
The Hurst Crime Control and Prevention District (CCPD) Board met tonight prior to the July 28, 2020 regular City Council meeting and held a hearing on the CCPD budget. The attached Resolution will ratify all actions taken by the Board at that meeting.	
<b>Funding and Sources and Community Sustainability:</b>	
Funding for the Proposed Anti-Crime Budget is provided primarily through the half-cent anti-crime sales tax. The sales tax was approved by the voters through 2030. The use of this sales tax meets the Council’s strategic priority of <b>Public Safety</b> and is consistent with the community’s support for our Police Department.	
<b>Recommendation:</b>	
Staff recommends City Council <b>approve Resolution 1771 ratifying all actions of the Hurst Crime Control and Prevention District Board taken on July 28, 2020.</b>	

**RESOLUTION 1771**

**WHEREAS,** the Hurst Crime Control District Board met July 28, 2020, and the City Council was present during such meeting, and fully concurs with all the action therein taken.

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

Section 1. **THAT** the actions of the Hurst Crime Control and Prevention District Board taken July 28, 2020, be and the same are hereby approved and ratified.

**AND IT IS SO RESOLVED.**

Approved this 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

<p><b>SUBJECT:</b> Consider Ordinance 2438, second reading, amending Chapter 24 by replacing Sections 24-115 and 24-127 to 24-129, prohibiting parking in certain areas</p>	
<p><b>Supporting Documents:</b></p>	
<p>Ordinance 2438</p>	<p><b>Meeting Date:</b> 7/28/2020  <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 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>	
<p><b>Funding Sources and Community Sustainability:</b></p>	
<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>	
<p><b>Recommendation:</b></p>	
<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 6 to 0.

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> Public Hearing on Proposed Crime Control District budget for Fiscal Year October 1, 2020 through September 30, 2021	
<b>Supporting Documents:</b>	
2020-2021 Proposed Anti-Crime Budget	<b>Meeting Date:</b> 7/28/2020 <b>Department:</b> Fiscal Services <b>Reviewed by:</b> Clayton Fulton <b>City Manager Review:</b>
<b>Background/Analysis:</b>	
Local Government Code, Chapter 363, Section 205 states, "Not later than the 45 <sup>th</sup> day before the date each fiscal year begins [October 1], the governing body of the political subdivision that created the district shall hold a public hearing on the budget adopted by the board and submitted to the governing body."	
<b>Funding and Sources and Community Sustainability:</b>	
The public hearing provides an additional opportunity to the community to comment on the Proposed Anti-Crime Budget. This opportunity is consistent with the Council's <b>Strategic Plan and Value of Inclusiveness.</b>	
<b>Recommendation:</b>	
There is no staff recommendation	

# **PROPOSED ANTI-CRIME BUDGET**

**FOR FISCAL YEAR  
OCTOBER 1, 2020 - SEPTEMBER 30, 2021**



**Henry Wilson**  
*Mayor*

*City Council*

**Jon McKenzie, Mayor Pro Tem**

**Cindy Shepard**

**Cathy Thompson**

**David Booe**

**Bill McLendon**

**Larry Kitchens**

**Clay Caruthers**

*City Manager*

**Clayton Fulton**

*Assistant City Manager*

**Malaika Farmer**

*Assistant City Manager*

**Paul Brown**

*Managing Director Finance*

**Joni Baldwin**

*Budget Director*

**CITY OF HURST  
2020-2021 PROPOSED BUDGET  
ANTI-CRIME  
HALF-CENT SALES TAX FUND  
REVENUES AND EXPENDITURES**

	<b>ACTUAL 2016-17</b>	<b>ACTUAL 2017-18</b>	<b>ACTUAL 2018-19</b>	<b>APPROVED BUDGET 2019-20</b>	<b>ESTIMATED BUDGET 2019-20</b>	<b>PROPOSED BUDGET 2020-21</b>
<b>BEGINNING BALANCE</b>	<b>\$6,722,161</b>	<b>\$6,146,435</b>	<b>\$5,735,052</b>	<b>\$5,360,664</b>	<b>\$5,782,770</b>	<b>\$5,593,503</b>
<b>REVENUES</b>						
State of Texas	47,812	63,264	65,340	185,000	130,000	170,000
City of Euless	9,057	3,668	8,380	9,000	9,000	4,000
City of Bedford	9,057	3,668	8,380	9,000	9,000	4,000
City of Bedford Storefront Lease	30,605	26,283	24,344	29,645	29,645	7,411
Bullet Proof Vest	5,640	0	0	0	0	0
Tarrant County 9-1-1	33,806	0	0	0	0	0
Other	1,958	8,076	3,020	0	0	0
<b>TOTAL GRANTS</b>	<b>\$137,936</b>	<b>\$104,960</b>	<b>\$109,463</b>	<b>\$232,645</b>	<b>\$177,645</b>	<b>\$185,411</b>
Sales Tax Receipts	5,225,540	5,290,203	5,250,689	5,243,970	4,500,000	4,337,204
Interest Earnings	61,573	117,710	145,189	90,000	108,569	38,500
Traffic Signal Safety Indirect	63,444	0	0	0	0	0
<b>TOTAL REVENUES</b>	<b>\$5,488,493</b>	<b>\$5,512,873</b>	<b>\$5,505,341</b>	<b>\$5,566,615</b>	<b>\$4,786,214</b>	<b>\$4,561,115</b>
<b>OPERATING EXPENSES</b>						
Personnel Services	2,612,268	2,440,661	2,635,406	2,814,922	2,702,944	2,709,321
Materials & Supplies	76,852	57,137	53,538	81,400	62,600	66,600
Maintenance	52,418	44,216	41,199	46,965	42,740	35,890
Sundry Charges	332,528	321,150	381,235	410,307	357,136	348,437
Indirect Overhead	1,808,302	1,762,314	1,681,437	1,624,308	812,154	812,154
Internal Services	588,713	588,713	588,713	588,713	588,713	588,713
Capital Outlay	0	0	0	0	0	0
<b>TOTAL EXPENSES</b>	<b>\$5,471,081</b>	<b>\$5,214,191</b>	<b>\$5,381,528</b>	<b>\$5,566,615</b>	<b>\$4,566,287</b>	<b>\$4,561,115</b>
<b>EMERGENCY RESERVE ALLOC.</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>CAPITAL LEASE EXPENSE</b>	<b>\$466,353</b>	<b>\$466,353</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>INTERFUND TRANSFER</b>	<b>\$0</b>	<b>\$0</b>	<b>\$47,700</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$0</b>
<b>PROJECT EXPENSES</b>	<b>\$126,784</b>	<b>\$243,713</b>	<b>\$28,396</b>	<b>\$0</b>	<b>\$68,447</b>	<b>\$0</b>
<b>ENDING FUND BALANCE</b>	<b>\$6,146,437</b>	<b>\$5,735,052</b>	<b>\$5,782,770</b>	<b>\$5,360,665</b>	<b>\$5,884,251</b>	<b>\$5,593,504</b>
<b>RESTRICTED / INTERFUND TRANSFERS</b>						
Previously Approved Projects	\$0	\$0	\$0	\$0	\$168,252	\$0
Animal Control Center	\$0	\$0	\$0	\$0	\$459,000	\$0
Radio System Lease	\$453,872	\$0	\$0	\$0	\$0	\$0
<b>REMAINING FUND BALANCE</b>	<b>\$5,692,565</b>	<b>\$5,735,052</b>	<b>\$5,782,770</b>	<b>\$5,360,665</b>	<b>\$5,593,503</b>	<b>\$5,593,504</b>

**CITY OF HURST  
2020-2021 PROPOSED BUDGET  
ANTI-CRIME  
HALF-CENT SALES TAX FUND  
PAY AS YOU GO  
CAPITAL EXPENDITURES**

**BUILDING AND EQUIPMENT MAINTENANCE**

Equipment Maintenance	\$7,000	
Building Maintenance	26,890	
Jail Maintenance	<u>2,000</u>	<b>\$35,890</b>

**FLEET SERVICES AND INFORMATION SERVICES**

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

**\$0**

**TOTAL**

**\$624,603**

<b>FUND</b>	<b>CITY OF HURST</b>	<b>DIVISION</b>
231 HC SALES TAX ANTI-CRIME	<b>DEPARTMENT</b> POLICE	POLICE
<b>SUMMARY</b>		

	ACTUAL FY 2019	BUDGET FY 2020	ESTIMATED FY 2020	PROPOSED FY 2021
PERSONNEL SERVICES	\$2,635,406	\$2,814,922	\$2,702,945	\$2,709,321
MATERIAL AND SUPPLIES	\$53,538	\$81,400	\$62,600	\$66,600
MAINTENANCE	\$41,199	\$46,965	\$42,740	\$35,890
SUNDRY CHARGES	\$2,110,372	\$2,034,615	\$1,219,290	\$1,160,591
INTERNAL SERVICES	\$588,713	\$588,713	\$588,713	\$588,713
CAPITAL OUTLAY	\$28,395	\$0	\$68,447	\$0
<b>TOTAL 231-0440</b>	<b>\$5,457,623</b>	<b>\$5,566,615</b>	<b>\$4,684,735</b>	<b>\$4,561,115</b>

<b>PERSONNEL SCHEDULE</b>					
POSITION TITLE	PAY GRADE	ACTUAL FY 2018	ACTUAL FY 2019	ACTUAL FY 2020	PROPOSED FY 2021
TECH SERVICES SUPERVISOR	Exempt	1	0	0	0
POLICE OFFICER	91	13	13	13	13
COMMUNICATIONS SUPERVISOR	60	1	1	1	1
POLICE SYSTEMS ADMINISTRATOR	60	0	1	1	1
PUBLIC SERVICE SUPERVISOR	59	1	1	1	1
SENIOR POLICE DISPATCHER	58	1	1	1	1
POLICE DISPATCHER	57	2	2	2	2
CRIME VICTIM LIASION	56	1	1	0	0
CRIME VICTIM COORDINATOR	56	0	0	2	2
JAILER	55	3	3	3	3
JAIL SUPERVISOR	59	1	1	1	1
PUBLIC SERVICE OFFICER	55	4	4	4	4
POLICE RECORDS CLERK	54	2	2	2	2
<b>TOTAL 231-0440</b>		<b>30</b>	<b>30</b>	<b>31</b>	<b>31</b>

CITY OF HURST				
FUND	DEPARTMENT		DIVISION	
231 HC SALES TAX ANTI-CRIME	POLICE		POLICE	
DETAILS				
LINE ITEMS	ACTUAL FY 2019	BUDGET FY 2020	ESTIMATED FY 2020	PROPOSED FY 2021
600110 REGULAR FULL TIME	\$1,544,002	\$1,909,927	\$1,805,659	\$1,788,236
600115 OTHER EMPLOYEES	\$0	\$0	\$0	\$0
600140 OVERTIME PAY	\$167,525	\$133,509	\$135,000	\$133,509
600200 VACATION PAY	\$112,947	\$0	\$0	\$0
600230 SICK PAY	\$97,860	\$0	\$0	\$0
600290 STANDBY PAY	\$2,400	\$1,430	\$2,625	\$2,400
600320 CERTIFICATION PAY	\$9,778	\$12,240	\$12,240	\$12,240
600380 LONGEVITY PAY	\$17,592	\$21,060	\$21,060	\$23,448
601040 SOCIAL SECURITY	\$143,920	\$156,027	\$151,310	\$150,107
601070 RETIREMENT	\$213,672	\$230,654	\$223,159	\$235,462
601100 GROUP INSURANCE	\$323,867	\$348,483	\$348,483	\$360,510
601120 LONG TERM CARE	\$1,256	\$1,591	\$1,609	\$1,609
601260 CLOTHING ALLOWANCE	\$825	\$0	\$1,800	\$1,800
602020 EMPLOYEE PAY BACK	(\$238)	\$0	\$0	\$0
<b>PERSONNEL SERVICES TOTAL</b>	<b>\$2,635,406</b>	<b>\$2,814,922</b>	<b>\$2,702,945</b>	<b>\$2,709,321</b>
610010 GENERAL SUPPLIES	\$0	\$0	\$0	\$0
610040 OFFICE SUPPLIES	\$1,772	\$3,000	\$1,500	\$1,500
610070 MEDICAL SUPPLIES	\$914	\$1,100	\$1,100	\$1,100
610130 CLOTHING	\$30,368	\$34,800	\$28,000	\$28,000
610135 PROTECTIVE GEAR	\$0	\$0	\$0	\$0
610160 EDUCATIONAL SUPPLIES	\$603	\$2,000	\$1,000	\$1,000
610260 OTHER MACH AND EQ SUPPLIES	\$9,209	\$28,500	\$21,000	\$23,000
610280 OTHER COMPUTER SOFTWARE	\$2,643	\$2,700	\$2,200	\$2,700
610285 OTHER COMPUTER HARDWARE	\$1,307	\$2,200	\$1,000	\$2,200
610290 PHOTOGRAPHIC	\$2,069	\$2,100	\$2,100	\$2,100
610300 CHEMICAL	\$0	\$0	\$0	\$0
610340 MISCELLANEOUS SUPPLIES	\$4,652	\$5,000	\$4,700	\$5,000
612010 FUEL	\$0	\$0	\$0	\$0
<b>MATERIAL AND SUPPLIES TOTAL</b>	<b>\$53,538</b>	<b>\$81,400</b>	<b>\$62,600</b>	<b>\$66,600</b>
620010 BUILDING MAINTENANCE	\$10,792	\$11,579	\$7,540	\$11,579
620040 OTHER EQUIPMENT MAINTENANCE	\$7,489	\$7,000	\$5,000	\$5,000
620043 OFFICE MACHINERY MAINTENANCE	\$0	\$3,000	\$2,000	\$2,000
620101 JAIL MAINTENANCE	\$2,211	\$2,500	\$2,000	\$2,000
620105 OTHER BUILDINGS/STRUCTURES	\$17,308	\$19,076	\$23,000	\$12,101
620130 CUSTODIAL	\$3,398	\$3,810	\$3,200	\$3,210
<b>MAINTENANCE TOTAL</b>	<b>\$41,199</b>	<b>\$46,965</b>	<b>\$42,740</b>	<b>\$35,890</b>
640110 TELEPHONE	\$13,334	\$15,339	\$12,710	\$15,339
640140 CELL PHONE	\$540	\$0	\$840	\$1,080
640260 CABLE TELEVISION	\$1,995	\$2,586	\$2,000	\$2,586
640510 ELECTRIC	\$56,449	\$90,000	\$73,313	\$90,000
640540 NATURAL GAS	\$1,137	\$3,526	\$1,803	\$3,526
640570 WATER	\$4,300	\$10,255	\$4,981	\$10,255
650110 POLICE LEASE SERVICE	\$39,568	\$40,000	\$40,000	\$0
660010 PRINTING	\$4,653	\$6,000	\$4,000	\$4,000
680040 PROFESSIONAL SERVICES	\$37,404	\$26,340	\$26,340	\$26,340
680041 INVESTMENT ADVISOR	\$0	\$0	\$0	\$0

680044 FORENSIC TESTING	\$954	\$20,000	\$20,000	\$20,000
680150 WORKERS COMPENSATION	\$22,451	\$6,962	\$4,800	\$6,962
680220 OTHER SPECIAL SERVICES	\$3,916	\$5,536	\$5,536	\$5,536
680830 MILEAGE REIMBURSEMENT	\$0	\$500	\$0	\$500
680840 OTHER EMPLOYEE DEVELOPMENT	\$10,885	\$11,000	\$11,000	\$5,000
680900 MEMBERSHIP AND DUES	\$480	\$595	\$595	\$595
690005 INSERVICE TRAINING/TRAVEL	\$21,185	\$25,500	\$20,000	\$25,500
690300 TRAINING/CERTIFICATION	\$45,200	\$32,050	\$22,000	\$25,000
710010 INDIRECT COST ALLOCATION	\$1,681,437	\$1,624,308	\$812,154	\$812,154
710520 TEEN COURT	\$42,450	\$58,878	\$58,878	\$58,878
720010 ALLIANCE FOR CHILDREN	\$7,255	\$7,255	\$7,255	\$7,255
770100 SPECIAL EVENTS AND PROGRAMS	\$6,134	\$7,400	\$6,000	\$5,000
770160 BANK DEPOSITORY FEES	\$0	\$5,500	\$0	\$0
770200 CONTINGENCY ACCOUNT	\$0	\$0	\$0	\$0
855100 OPERATING TRANSFER OUT	\$47,700	\$0	\$50,000	\$0
855105 POST EMPLOYMENT TRUST TRANSFER	\$60,946	\$35,085	\$35,085	\$35,085
<b>SUNDRY CHARGES TOTAL</b>	<b>\$2,110,372</b>	<b>\$2,034,615</b>	<b>\$1,219,290</b>	<b>\$1,160,591</b>
785613 FLEET MAINT SERVICES	\$94,335	\$94,335	\$94,335	\$94,335
785623 INFORMATION SERVICES	\$494,378	\$494,378	\$494,378	\$494,378
<b>INTERNAL SERVICES TOTAL</b>	<b>\$588,713</b>	<b>\$588,713</b>	<b>\$588,713</b>	<b>\$588,713</b>
790100 LAND	\$0	\$0	\$0	\$0
790150 BUILDING AND STRUCTURES	\$5,400	\$0	\$0	\$0
790900 OTHER SYSTEM IMPROVEMENTS	\$22,995	\$0	\$68,447	\$0
<b>CAPITAL OUTLAY TOTAL</b>	<b>\$28,395</b>	<b>\$0</b>	<b>\$68,447</b>	<b>\$0</b>
<b>231-0440 TOTAL</b>	<b>\$5,457,623</b>	<b>\$5,566,615</b>	<b>\$4,684,735</b>	<b>\$4,561,115</b>

# **PUBLIC NOTICE CRIME TAX BUDGET HEARING**

THE HURST CITY COUNCIL WILL HOLD A PUBLIC HEARING ON JULY 28, 2020 AT 6:30 P.M. AT HURST CITY HALL, 1505 PRECINCT LINE ROAD. THIS MEETING MAY BE HELD VIRTUALLY UTILIZING PROCEDURES AS AUTHORIZED BY THE STATE OF TEXAS. ALL CITIZENS ARE INVITED TO ATTEND AND PROVIDE THE CITY COUNCIL WITH WRITTEN OR ORAL COMMENTS AND QUESTIONS CONCERNING THE CITY'S PROPOSED CRIME TAX BUDGET. THE PROPOSED BUDGET CAN BE INSPECTED BY THE PUBLIC FROM 8:00 A.M. UNTIL 5:00 P.M., MONDAY THROUGH FRIDAY IN THE CITY SECRETARY'S OFFICE, AT HURST CITY HALL, OR AT THE HURST PUBLIC LIBRARY, 901 PRECINCT LINE ROAD, DURING REGULAR LIBRARY HOURS, OR ANYTIME ON THE CITY'S WEBSITE.

City Council Staff Report

**SUBJECT:** Consider Ordinance 2439, first reading, adopting the Crime Control and Prevention District budget for fiscal year beginning October 1, 2020 and ending September 30, 2021

**Supporting Documents:**

Public Hearing Notices  
Proposed Half-Cent Anti-Crime District  
Budget  
Ordinance 2439

**Meeting Date:** 7/28/2020

**Department:** Fiscal Services

**Reviewed by:** Clayton Fulton

**City Manager Review:**

**Background/Analysis:**

A notice of the time and place of the Public Hearing on the proposed Crime Control and Prevention District budget was published July 17, 2020, in the *Fort Worth Star-Telegram*. In accordance with Local Government Code Title 11, Sec. 363.205, the notice was published at least ten (10) days prior to the hearing. The Code also requires the Hurst City Council to hold a public hearing on the Hurst Crime Control and Prevention District budget no later than the 45<sup>th</sup> day before the beginning of the fiscal year and to vote on the budget no later than the 30<sup>th</sup> day before the beginning of the fiscal year.

**Funding and Sources and Community Sustainability:**

Consistent with our **Public Safety** strategic priority, the Half-Cent Crime District budget supports our police department and reduces the property tax burden on our community. The proposed budget ensures that we will continue to provide services that our community wants and will be delivered consistent with the Hurst Way. Consistent with our community values, we held a public hearing to allow for comment on the proposed budget.

**Recommendation:**

Staff recommends City **Council approve Ordinance 2439 , first reading, adopting the Crime Control and Prevention District budget for fiscal year beginning October 1, 2020 ending September 30, 2021.**

# **PROPOSED ANTI-CRIME BUDGET**

**FOR FISCAL YEAR  
OCTOBER 1, 2020 - SEPTEMBER 30, 2021**



**Henry Wilson**  
*Mayor*

*City Council*

**Jon McKenzie, Mayor Pro Tem**

**Cindy Shepard**

**Cathy Thompson**

**David Booe**

**Bill McLendon**

**Larry Kitchens**

**Clay Caruthers**

*City Manager*

**Clayton Fulton**

*Assistant City Manager*

**Malaika Farmer**

*Assistant City Manager*

**Paul Brown**

*Managing Director Finance*

**Joni Baldwin**

*Budget Director*

**CITY OF HURST  
2020-2021 PROPOSED BUDGET  
ANTI-CRIME  
HALF-CENT SALES TAX FUND  
REVENUES AND EXPENDITURES**

	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	APPROVED BUDGET 2019-20	ESTIMATED BUDGET 2019-20	PROPOSED BUDGET 2020-21
<b>BEGINNING BALANCE</b>	<b>\$6,722,161</b>	<b>\$6,146,435</b>	<b>\$5,735,052</b>	<b>\$5,360,664</b>	<b>\$5,782,770</b>	<b>\$5,593,503</b>
<b>REVENUES</b>						
State of Texas	47,812	63,264	65,340	185,000	130,000	170,000
City of Euless	9,057	3,668	8,380	9,000	9,000	4,000
City of Bedford	9,057	3,668	8,380	9,000	9,000	4,000
City of Bedford Storefront Lease	30,605	26,283	24,344	29,645	29,645	7,411
Bullet Proof Vest	5,640	0	0	0	0	0
Tarrant County 9-1-1	33,806	0	0	0	0	0
Other	1,958	8,076	3,020	0	0	0
<b>TOTAL GRANTS</b>	<b>\$137,936</b>	<b>\$104,960</b>	<b>\$109,463</b>	<b>\$232,645</b>	<b>\$177,645</b>	<b>\$185,411</b>
Sales Tax Receipts	5,225,540	5,290,203	5,250,689	5,243,970	4,500,000	4,337,204
Interest Earnings	61,573	117,710	145,189	90,000	108,569	38,500
Traffic Signal Safety Indirect	63,444	0	0	0	0	0
<b>TOTAL REVENUES</b>	<b>\$5,488,493</b>	<b>\$5,512,873</b>	<b>\$5,505,341</b>	<b>\$5,566,615</b>	<b>\$4,786,214</b>	<b>\$4,561,115</b>
<b>OPERATING EXPENSES</b>						
Personnel Services	2,612,268	2,440,661	2,635,406	2,814,922	2,702,944	2,709,321
Materials & Supplies	76,852	57,137	53,538	81,400	62,600	66,600
Maintenance	52,418	44,216	41,199	46,965	42,740	35,890
Sundry Charges	332,528	321,150	381,235	410,307	357,136	348,437
Indirect Overhead	1,808,302	1,762,314	1,681,437	1,624,308	812,154	812,154
Internal Services	588,713	588,713	588,713	588,713	588,713	588,713
Capital Outlay	0	0	0	0	0	0
<b>TOTAL EXPENSES</b>	<b>\$5,471,081</b>	<b>\$5,214,191</b>	<b>\$5,381,528</b>	<b>\$5,566,615</b>	<b>\$4,566,287</b>	<b>\$4,561,115</b>
<b>EMERGENCY RESERVE ALLOC.</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>CAPITAL LEASE EXPENSE</b>	<b>\$466,353</b>	<b>\$466,353</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>INTERFUND TRANSFER</b>	<b>\$0</b>	<b>\$0</b>	<b>\$47,700</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$0</b>
<b>PROJECT EXPENSES</b>	<b>\$126,784</b>	<b>\$243,713</b>	<b>\$28,396</b>	<b>\$0</b>	<b>\$68,447</b>	<b>\$0</b>
<b>ENDING FUND BALANCE</b>	<b>\$6,146,437</b>	<b>\$5,735,052</b>	<b>\$5,782,770</b>	<b>\$5,360,665</b>	<b>\$5,884,251</b>	<b>\$5,593,504</b>
<b>RESTRICTED / INTERFUND TRANSFERS</b>						
Previously Approved Projects	\$0	\$0	\$0	\$0	\$168,252	\$0
Animal Control Center	\$0	\$0	\$0	\$0	\$459,000	\$0
Radio System Lease	\$453,872	\$0	\$0	\$0	\$0	\$0
<b>REMAINING FUND BALANCE</b>	<b>\$5,692,565</b>	<b>\$5,735,052</b>	<b>\$5,782,770</b>	<b>\$5,360,665</b>	<b>\$5,593,503</b>	<b>\$5,593,504</b>

**CITY OF HURST  
2020-2021 PROPOSED BUDGET  
ANTI-CRIME  
HALF-CENT SALES TAX FUND  
PAY AS YOU GO  
CAPITAL EXPENDITURES**

**BUILDING AND EQUIPMENT MAINTENANCE**

Equipment Maintenance	\$7,000	
Building Maintenance	26,890	
Jail Maintenance	<u>2,000</u>	<b>\$35,890</b>

**FLEET SERVICES AND INFORMATION SERVICES**

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

**\$0**

**TOTAL**

**\$624,603**

<b>FUND</b>	<b>CITY OF HURST</b>	<b>DIVISION</b>
231 HC SALES TAX ANTI-CRIME	<b>DEPARTMENT</b> POLICE	POLICE
<b>SUMMARY</b>		

	<b>ACTUAL FY 2019</b>	<b>BUDGET FY 2020</b>	<b>ESTIMATED FY 2020</b>	<b>PROPOSED FY 2021</b>
PERSONNEL SERVICES	\$2,635,406	\$2,814,922	\$2,702,945	\$2,709,321
MATERIAL AND SUPPLIES	\$53,538	\$81,400	\$62,600	\$66,600
MAINTENANCE	\$41,199	\$46,965	\$42,740	\$35,890
SUNDRY CHARGES	\$2,110,372	\$2,034,615	\$1,219,290	\$1,160,591
INTERNAL SERVICES	\$588,713	\$588,713	\$588,713	\$588,713
CAPITAL OUTLAY	\$28,395	\$0	\$68,447	\$0
<b>TOTAL 231-0440</b>	<b>\$5,457,623</b>	<b>\$5,566,615</b>	<b>\$4,684,735</b>	<b>\$4,561,115</b>

<b>PERSONNEL SCHEDULE</b>					
<b>POSITION TITLE</b>	<b>PAY GRADE</b>	<b>ACTUAL FY 2018</b>	<b>ACTUAL FY 2019</b>	<b>ACTUAL FY 2020</b>	<b>PROPOSED FY 2021</b>
TECH SERVICES SUPERVISOR	Exempt	1	0	0	0
POLICE OFFICER	91	13	13	13	13
COMMUNICATIONS SUPERVISOR	60	1	1	1	1
POLICE SYSTEMS ADMINISTRATOR	60	0	1	1	1
PUBLIC SERVICE SUPERVISOR	59	1	1	1	1
SENIOR POLICE DISPATCHER	58	1	1	1	1
POLICE DISPATCHER	57	2	2	2	2
CRIME VICTIM LIASION	56	1	1	0	0
CRIME VICTIM COORDINATOR	56	0	0	2	2
JAILER	55	3	3	3	3
JAIL SUPERVISOR	59	1	1	1	1
PUBLIC SERVICE OFFICER	55	4	4	4	4
POLICE RECORDS CLERK	54	2	2	2	2
<b>TOTAL 231-0440</b>		<b>30</b>	<b>30</b>	<b>31</b>	<b>31</b>

CITY OF HURST				
FUND	DEPARTMENT		DIVISION	
231 HC SALES TAX ANTI-CRIME	POLICE		POLICE	
DETAILS				
LINE ITEMS	ACTUAL FY 2019	BUDGET FY 2020	ESTIMATED FY 2020	PROPOSED FY 2021
600110 REGULAR FULL TIME	\$1,544,002	\$1,909,927	\$1,805,659	\$1,788,236
600115 OTHER EMPLOYEES	\$0	\$0	\$0	\$0
600140 OVERTIME PAY	\$167,525	\$133,509	\$135,000	\$133,509
600200 VACATION PAY	\$112,947	\$0	\$0	\$0
600230 SICK PAY	\$97,860	\$0	\$0	\$0
600290 STANDBY PAY	\$2,400	\$1,430	\$2,625	\$2,400
600320 CERTIFICATION PAY	\$9,778	\$12,240	\$12,240	\$12,240
600380 LONGEVITY PAY	\$17,592	\$21,060	\$21,060	\$23,448
601040 SOCIAL SECURITY	\$143,920	\$156,027	\$151,310	\$150,107
601070 RETIREMENT	\$213,672	\$230,654	\$223,159	\$235,462
601100 GROUP INSURANCE	\$323,867	\$348,483	\$348,483	\$360,510
601120 LONG TERM CARE	\$1,256	\$1,591	\$1,609	\$1,609
601260 CLOTHING ALLOWANCE	\$825	\$0	\$1,800	\$1,800
602020 EMPLOYEE PAY BACK	(\$238)	\$0	\$0	\$0
<b>PERSONNEL SERVICES TOTAL</b>	<b>\$2,635,406</b>	<b>\$2,814,922</b>	<b>\$2,702,945</b>	<b>\$2,709,321</b>
610010 GENERAL SUPPLIES	\$0	\$0	\$0	\$0
610040 OFFICE SUPPLIES	\$1,772	\$3,000	\$1,500	\$1,500
610070 MEDICAL SUPPLIES	\$914	\$1,100	\$1,100	\$1,100
610130 CLOTHING	\$30,368	\$34,800	\$28,000	\$28,000
610135 PROTECTIVE GEAR	\$0	\$0	\$0	\$0
610160 EDUCATIONAL SUPPLIES	\$603	\$2,000	\$1,000	\$1,000
610260 OTHER MACH AND EQ SUPPLIES	\$9,209	\$28,500	\$21,000	\$23,000
610280 OTHER COMPUTER SOFTWARE	\$2,643	\$2,700	\$2,200	\$2,700
610285 OTHER COMPUTER HARDWARE	\$1,307	\$2,200	\$1,000	\$2,200
610290 PHOTOGRAPHIC	\$2,069	\$2,100	\$2,100	\$2,100
610300 CHEMICAL	\$0	\$0	\$0	\$0
610340 MISCELLANEOUS SUPPLIES	\$4,652	\$5,000	\$4,700	\$5,000
612010 FUEL	\$0	\$0	\$0	\$0
<b>MATERIAL AND SUPPLIES TOTAL</b>	<b>\$53,538</b>	<b>\$81,400</b>	<b>\$62,600</b>	<b>\$66,600</b>
620010 BUILDING MAINTENANCE	\$10,792	\$11,579	\$7,540	\$11,579
620040 OTHER EQUIPMENT MAINTENANCE	\$7,489	\$7,000	\$5,000	\$5,000
620043 OFFICE MACHINERY MAINTENANCE	\$0	\$3,000	\$2,000	\$2,000
620101 JAIL MAINTENANCE	\$2,211	\$2,500	\$2,000	\$2,000
620105 OTHER BUILDINGS/STRUCTURES	\$17,308	\$19,076	\$23,000	\$12,101
620130 CUSTODIAL	\$3,398	\$3,810	\$3,200	\$3,210
<b>MAINTENANCE TOTAL</b>	<b>\$41,199</b>	<b>\$46,965</b>	<b>\$42,740</b>	<b>\$35,890</b>
640110 TELEPHONE	\$13,334	\$15,339	\$12,710	\$15,339
640140 CELL PHONE	\$540	\$0	\$840	\$1,080
640260 CABLE TELEVISION	\$1,995	\$2,586	\$2,000	\$2,586
640510 ELECTRIC	\$56,449	\$90,000	\$73,313	\$90,000
640540 NATURAL GAS	\$1,137	\$3,526	\$1,803	\$3,526
640570 WATER	\$4,300	\$10,255	\$4,981	\$10,255
650110 POLICE LEASE SERVICE	\$39,568	\$40,000	\$40,000	\$0
660010 PRINTING	\$4,653	\$6,000	\$4,000	\$4,000
680040 PROFESSIONAL SERVICES	\$37,404	\$26,340	\$26,340	\$26,340
680041 INVESTMENT ADVISOR	\$0	\$0	\$0	\$0

680044 FORENSIC TESTING	\$954	\$20,000	\$20,000	\$20,000
680150 WORKERS COMPENSATION	\$22,451	\$6,962	\$4,800	\$6,962
680220 OTHER SPECIAL SERVICES	\$3,916	\$5,536	\$5,536	\$5,536
680830 MILEAGE REIMBURSEMENT	\$0	\$500	\$0	\$500
680840 OTHER EMPLOYEE DEVELOPMENT	\$10,885	\$11,000	\$11,000	\$5,000
680900 MEMBERSHIP AND DUES	\$480	\$595	\$595	\$595
690005 INSERVICE TRAINING/TRAVEL	\$21,185	\$25,500	\$20,000	\$25,500
690300 TRAINING/CERTIFICATION	\$45,200	\$32,050	\$22,000	\$25,000
710010 INDIRECT COST ALLOCATION	\$1,681,437	\$1,624,308	\$812,154	\$812,154
710520 TEEN COURT	\$42,450	\$58,878	\$58,878	\$58,878
720010 ALLIANCE FOR CHILDREN	\$7,255	\$7,255	\$7,255	\$7,255
770100 SPECIAL EVENTS AND PROGRAMS	\$6,134	\$7,400	\$6,000	\$5,000
770160 BANK DEPOSITORY FEES	\$0	\$5,500	\$0	\$0
770200 CONTINGENCY ACCOUNT	\$0	\$0	\$0	\$0
855100 OPERATING TRANSFER OUT	\$47,700	\$0	\$50,000	\$0
855105 POST EMPLOYMENT TRUST TRANSFER	\$60,946	\$35,085	\$35,085	\$35,085
<b>SUNDRY CHARGES TOTAL</b>	<b>\$2,110,372</b>	<b>\$2,034,615</b>	<b>\$1,219,290</b>	<b>\$1,160,591</b>
785613 FLEET MAINT SERVICES	\$94,335	\$94,335	\$94,335	\$94,335
785623 INFORMATION SERVICES	\$494,378	\$494,378	\$494,378	\$494,378
<b>INTERNAL SERVICES TOTAL</b>	<b>\$588,713</b>	<b>\$588,713</b>	<b>\$588,713</b>	<b>\$588,713</b>
790100 LAND	\$0	\$0	\$0	\$0
790150 BUILDING AND STRUCTURES	\$5,400	\$0	\$0	\$0
790900 OTHER SYSTEM IMPROVEMENTS	\$22,995	\$0	\$68,447	\$0
<b>CAPITAL OUTLAY TOTAL</b>	<b>\$28,395</b>	<b>\$0</b>	<b>\$68,447</b>	<b>\$0</b>
<b>231-0440 TOTAL</b>	<b>\$5,457,623</b>	<b>\$5,566,615</b>	<b>\$4,684,735</b>	<b>\$4,561,115</b>

## ORDINANCE 2439

### **AN ORDINANCE ADOPTING THE BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021, FOR THE CRIME CONTROL AND PREVENTION DISTRICT OF THE CITY OF HURST, TEXAS**

**WHEREAS,** in accordance with Texas Local Government Code Section 363.205, the City Council shall approve or reject the budget submitted by the Board of the Crime Control and Prevention District not later than the 30<sup>th</sup> day before the beginning of the fiscal year. The Council determined that a public hearing should be held by the Board and the time and place was set forth in a notice published ten (10) days prior to the public hearing on July 17, 2020; and,

**WHEREAS,** such public hearing on the budget was held on July 28, 2020, by the Hurst Crime Control and Prevention District Board and all interested persons given an opportunity to be heard for or against any item therein.

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

Section 1: **THAT** the budget for the Crime Control and Prevention District of the City of Hurst, Texas, for the fiscal period beginning October 1, 2020 and ending September 30, 2021, was approved and submitted by the Crime Control and Prevention District Board and words and figures as shown therein are adopted and approved as filed herewith.

Section 2: **THAT** the designated or reserve funding for all future debt, capital project, and capital lease obligations for the Crime Control and Prevention District of the City of Hurst, Texas, as of the fiscal period beginning October 1, 2020 and ending September 30, 2021, as approved and submitted by the Crime Control and Prevention District Board is adopted and approved as filed herewith.

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

**AND IT IS SO ORDERED.**

Passed on first reading on the 28th day of July 2020, by a vote of \_\_\_\_ to \_\_\_\_.

Passed on second reading on the 11th day of August 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

# **PUBLIC NOTICE**

## **Crime Tax Budget Hearing**

The Hurst Crime Control and Prevention District Board will hold a public hearing on July 28, 2020, at 5:00 p.m. The public hearing will be held at Hurst City Hall, 1505 Precinct Line Road. This meeting may be held virtually utilizing procedures as authorized by the State of Texas. All Citizens are invited to attend and provide the board/city council with written and oral comments and ask questions concerning the 2020-2021 fiscal year budget for the Hurst Crime Control and Prevention District. The proposed budget can be inspected by the public from 8:00 a.m. until 5:00 p.m., Monday through Friday in the City Secretary's Office, 1505 Precinct Line Road, or at the Hurst Public Library, 901 Precinct Line Road during regular operating hours, or anytime on the City's website.

# **PUBLIC NOTICE CRIME TAX BUDGET HEARING**

THE HURST CITY COUNCIL WILL HOLD A PUBLIC HEARING ON JULY 28, 2020 AT 6:30 P.M. AT HURST CITY HALL, 1505 PRECINCT LINE ROAD. THIS MEETING MAY BE HELD VIRTUALLY UTILIZING PROCEDURES AS AUTHORIZED BY THE STATE OF TEXAS. ALL CITIZENS ARE INVITED TO ATTEND AND PROVIDE THE CITY COUNCIL WITH WRITTEN OR ORAL COMMENTS AND QUESTIONS CONCERNING THE CITY'S PROPOSED CRIME TAX BUDGET. THE PROPOSED BUDGET CAN BE INSPECTED BY THE PUBLIC FROM 8:00 A.M. UNTIL 5:00 P.M., MONDAY THROUGH FRIDAY IN THE CITY SECRETARY'S OFFICE, AT HURST CITY HALL, OR AT THE HURST PUBLIC LIBRARY, 901 PRECINCT LINE ROAD, DURING REGULAR LIBRARY HOURS, OR ANYTIME ON THE CITY'S WEBSITE.

City Council Staff Report

**SUBJECT:** 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:** 7/28/2020  
**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.

On May 26, 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 June 23, 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 financial impact.

**Recommendation:**

Recommendation will be presented at the meeting.

City Council Staff Report

**SUBJECT:** Discussion and consideration of all matters incident and related to the issuance and sale of "City of Hurst, Texas, Public Property Finance Contractual Obligations, Series 2020", including the adoption of Ordinance 2440 authorizing the issuance of such obligations

**Supporting Documents:**

Ordinance 2440  
Paying Agent/Registrar Agreement  
Purchase Letter

**Meeting Date:** 7/28/2020  
**Department:** Fiscal Services  
**Reviewed by:** Clayton Fulton  
**City Manager Review:**

**Background/Analysis:**

Each year, fiscal services staff partners with our financial advisors, Hilltop Securities, to review our outstanding debt and capital needs. This process allows staff to evaluate any potential bond refundings (refinancing) and determine the impact any new debt would have upon our operations.

During FY 21 budget discussions, the Fire Department identified the need to replace one of the existing fire engines. The engine is over 10 years old and will replace the reserve engine that is 20 years old. The replacement will allow us to take advantage of new technology and lower maintenance costs. We believe this purchase aligns with the Council's strategic priority to maintain excellent public safety and invest in the infrastructure.

A similar debt instrument was used to finance the ladder truck purchased in 2017. The financing will be for a seven-year term with a projected rate of 2.75%. The average annual debt service will be approximately \$91,000. When considering our debt management policy, the projected debt service will be just over 10% of general fund operations (10.8%) and result in an estimated I&S tax rate less than 25% of the total tax rate.

Hilltop recommended a private placement to achieve more favorable rates, be more efficient in delivering the funds, and reduce the cost of issuance. The invitation to bid was sent out on July 8 with bids due on July 24. Hilltop will review and analyze all

bids and attend the July 28, 2020 City Council meeting to recommend a bidder. Upon receipt of the bids, we will be able to complete the blanks in the attachments.

**Funding and Sources and Community Sustainability:**

Sufficient funding for debt service will be provided for in adoption of the I&S tax rate for FY 2020-2021 budget. The \$575,000 private placement bond represents 80% of the total vehicle cost and will result in maintaining Hurst's high quality infrastructure. Cash reserves will be used to purchase equipment and pay for issuance costs, the "service-ready" cost of the engine will be approximately \$750,000. This meets the Council's Strategic Priority of **Financial Sustainability and Infrastructure**.

**Recommendation:**

It is recommended that the City Council adopt Ordinance 2440 with the following motion:

**I move to adopt Ordinance 2440, authorizing the issuance of "City of Hurst, Texas, Public Property Finance Contractual Obligations, Series 2020"; and the execution of a Paying Agent/Registrar Agreement and a Purchase Agreement, and a Purchase Letter in relation to such obligations.**

## ORDINANCE 2440

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF “CITY OF HURST, TEXAS, PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATIONS, SERIES 2020”; SPECIFYING THE TERMS OF SUCH CONTRACTS; MAKING PROVISIONS FOR THE PAYMENT THEREOF; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE EXECUTION, PERFORMANCE AND PAYMENT OF SUCH CONTRACTS, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE LETTER; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, pursuant to Texas Local Government Code, Subchapter A of Chapter 271, as amended (the “Public Property Finance Act”), the City Council of the City of Hurst, Texas (the “City”) is authorized and empowered to execute, perform and make payments under contracts with any person for the use, acquisition or purchase of personal property; and

WHEREAS, in accordance with the provisions of the Public Property Finance Act, the City Council hereby finds and determines that the acquisition, use or purchase of equipment and vehicles for the City’s fire department, should be financed under and pursuant to one or more contractual obligations to be executed and delivered on the terms and in the form hereinafter prescribed.

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

**SECTION 1: Contract - Authorization - Contract Amount - Property Identification.** Contracts, aggregating in the principal amount of \$575,000 (the “Aggregate Contract Amount”) and entitled “City of Hurst, Texas, Public Property Finance Contractual Obligations, Series 2020” (the “Contractual Obligations” or the “Contracts”) shall be and are hereby authorized to be executed and delivered with the Initial Contracting Party, and the assigns thereof, to finance the use or the purchase or other acquisition of equipment and vehicles for the City’s fire department (the “Property”); all in accordance with and pursuant to authority conferred by the laws of the State of Texas, particularly the Public Property Finance Act.

**SECTION 2: Fully Registered Form - Contract Date - Authorized Amounts – Maturity Date - Interest Rate.** The Contracts shall be made, executed and delivered in fully registered form, bear a date of August 1, 2020 (the “Contract Date”), and shall be in authorized amounts of \$100,000 or any integral multiple of \$1,000 in excess thereof and shall be payable on August 15, 2027 (the “Stated Maturity”).

Interest on the Contracts shall accrue from the date of delivery to the initial purchaser (anticipated to be August 25, 2020) at the per annum rate of \_\_\_\_% calculated on the basis of a 360-day year of twelve 30-day months and such interest shall be payable on February 15 and August 15 in each year, commencing February 15, 2021, until maturity or prior redemption.

**SECTION 3: Terms of Payment - Paying Agent/Registrar.** The principal of the Contracts and the interest thereon shall be payable only to the registered contracting party or person (hereinafter called the “Contracting Party”) appearing on the registration and transfer books maintained by the Paying Agent/Registrar and such principal and the interest payable thereon

shall be payable in coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and without exchange or collection charges to the Contracting Party.

The selection and appointment of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ to serve as Paying Agent/Registrar for the Contracts is hereby approved and confirmed. Books and records relating to the registration, payment, exchange and transfer of the Contracts (the "Contract Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Mayor Pro Tem and City Secretary are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Contracts. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Contracts are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified to perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Contracts, the City agrees to promptly cause a written notice thereof to be sent to each Contracting Party by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of the Contracts shall be payable when at the Stated Maturity only upon the presentation and surrender of the Contracts to the Paying Agent/Registrar at its designated offices, initially in \_\_\_\_\_, \_\_\_\_\_, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Contracts shall be paid to the Contracting Parties which appear in the Contract Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Contracting Party recorded in the Contract Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Contracting Party. If the date for the payment of principal of or interest on the Contracts shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Contracting Party appearing on the Contract Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

- (a) Optional Redemption. The Contracts are not subject to optional redemption.

(b) Mandatory Redemption. The Contracts shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
February 15, 2021	75,000
February 15, 2022	80,000
February 15, 2023	80,000
February 15, 2024	80,000
February 15, 2025	85,000
February 15, 2026	85,000
February 15, 2027*	90,000

\* maturity date

Approximately forty-five (45) days prior to each mandatory redemption date for the Contracts, the Paying Agent/Registrar shall select by lot the numbers of the Contracts to be redeemed on the next following February 15 from moneys set aside for that purpose in the Sinking Fund (as hereinafter defined). Any Contract not selected for prior redemption shall be paid on the date of Stated Maturity.

The principal amount of the Contracts required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Contracts which, at least 50 days prior to the mandatory redemption date, shall have been acquired by the City at a price not exceeding the principal amount of such Contracts plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation.

(c) Selection of Contracts for Redemption. If less than all Outstanding Contracts are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Contracts as representing the number of Contracts Outstanding which is obtained by dividing the principal amount of such Contracts by \$1,000 and shall select the Contracts, or principal amount thereof, to be redeemed by lot.

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Contracts, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, or by such other method as the Paying Agent/Registrar shall deem appropriate and effective, to each Holder of the Contracts to be redeemed in whole at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Contracts, (ii) identify the Contracts to be redeemed, (iii) state the redemption price, (iv) state that the Contracts shall become due and payable on the redemption date specified, and the interest thereon shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Contracts shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Contracts. If a Contract is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Contract shall become due and payable and interest thereon shall cease to accrue from and after the redemption date

therefor; provided moneys sufficient for the payment of such Contract at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

**SECTION 5: Assignment - Registration - Transfer - Exchange of Contracts.** The Paying Agent/Registrar shall obtain, record, and maintain in the Contract Register the name and address of each and every Contracting Party to a Contract executed and delivered under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Contract may be assigned, transferred or exchanged for Contracts of other authorized amounts by the Contracting Party, in person or by his duly authorized agent, upon surrender of such Contract to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of assignment and transfer or request for exchange duly executed by the Contracting Party or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Any Contract to be assigned and transferred shall be surrendered to the Paying Agent/Registrar and, upon its receipt and cancellation, the Paying Agent/Registrar shall register and deliver, in the name of the designated assignee or transferee, one or more new Contracts of authorized amounts and, except for the assignment and transfer of the Initial Contract by the Initial Contracting Party, having the same Stated Maturity and of a like principal amount as the Contract or Contracts surrendered for assignment and transfer.

Contracts may be exchanged for Contracts of other authorized amounts and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Contracts surrendered for exchange, upon surrender of the Contracts to be exchanged to the Paying Agent/Registrar. Whenever any Contracts are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Contracts to the Contracting Party requesting the exchange.

When a Contract has been duly assigned and transferred or exchanged, the new Contract or Contracts registered in such assignment and transfer or exchange shall be delivered to the Contracting Party at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class, postage prepaid to the Contracting Party, and, upon the registration and delivery thereof, such Contracts shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Contracts surrendered in such assignment and transfer or exchange.

All transfers or exchanges of Contracts pursuant to this Section shall be made without expense or service charge to the Contracting Party, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Contracting Party requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Contracts cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Contracts," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Contract or Contracts registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Contracts" shall include any mutilated, lost, destroyed, or stolen Contract for which a replacement Contract has been registered and delivered in lieu thereof pursuant to the provisions of Section 10 hereof and such new replacement Contract shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Contract.

SECTION 6: Execution - Registration. The Contracts shall be executed on behalf of the City by the Mayor, with the seal of the City reproduced or impressed thereon and countersigned by the City Secretary. The signature of such officers on the Contracts may be manual or facsimile. Contracts bearing the manual or facsimile signatures of the persons holding such offices on the Contract Date shall be deemed to be duly executed on behalf of the City, notwithstanding a change in persons holding such offices at the time of delivery of the Contracts to the Initial Contracting Party and with respect to Contracts delivered in subsequent assignments and transfers or exchanges.

No Contract shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless the registration certificate appearing on the Contracts to be signed by the Comptroller of Public Accounts of the State of Texas (substantially in the form provided in Section 8(c) and/or the Paying Agent/Registrar (substantially in the form provided in Section 8(d), either or both such certificates, as the case may be, are manually executed by an authorized officer, employee or representative of the Comptroller of Public Accounts and/or the Paying Agent/Registrar, and such registration certificate, either or both, upon any Contract when duly executed by the Comptroller of Public Accounts and/or the Paying Agent/Registrar, as the case may be, shall be conclusive evidence, and the only evidence, that such Contract has been duly certified, registered and delivered.

SECTION 7: Initial Contract. The Contracts herein authorized may be initially executed and delivered as a single fully registered Contract in the Aggregate Contract Amount to become due and payable as provided in Section 2 hereof and numbered T-1 (hereinafter called the "Initial Contract" and the Initial Contract shall be registered in the name of the Initial Contracting Party or the designee thereof. The Initial Contract shall be the Contract submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Initial Contracting Party. Any time after the delivery of the Initial Contract, the Paying Agent/Registrar, pursuant to written instructions from the Initial Contracting Party, shall cancel the Initial Contract and exchange therefor Contract(s) of authorized amounts with the Stated Maturity and bearing applicable interest rates for transfer and delivery to the Contracting Parties named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Initial Contracting Party and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

(a) Forms Generally. The Contracts, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on the Contracts, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification and such legends and endorsements (including insurance legends in the event the Contracts, or any principal amounts thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be determined by the officers executing and delivering such Contracts as evidenced by their execution.

The Contracts, including the Initial Contract, shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Contracts as evidenced by their execution.

(b) Contract Form.

REGISTERED  
NO. [T-1][R-\_\_]

REGISTERED:  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF HURST, TEXAS  
PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATION  
SERIES 2020

Contract Date: August 1, 2020      Interest Rate: \_\_\_\_%      Stated Maturity: February 15, 2027      Initial Delivery Date: August 25, 2020

Contracting Party:

Principal Amount:

The City of Hurst (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Tarrant, State of Texas, hereby agrees and promises to pay to the Contracting Party named above, or the registered assigns thereof, the Principal Amount hereinabove stated on the Stated Maturity specified above (or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on such unpaid Principal Amount from the interest payment date next preceding the "Registration Date" of this Contract appearing below (unless this Contract bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Contract is prior to the initial interest payment date in which case it shall bear interest from the initial date of delivery stated above) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2021, until fully paid at maturity or prior redemption. The Principal Amount is payable on the Stated Maturity noted above to the Contracting Party only upon presentation and surrender of this Contract to the \_\_\_\_\_, \_\_\_\_\_ office (the "Designated Payment/Transfer Office") of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ or its successor (the "Paying Agent/Registrar"). Interest is payable to the Contracting Party of this obligation (or one or more Predecessor Contracts, as defined in the Ordinance hereinafter referenced) who appears on the "Contract Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of such Contracting Party recorded in the Contract Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Contracting Party. If the date for the payment of a principal amount or interest thereon shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. The principal amount of this Contract and interest thereon shall be paid without exchange or collection charges to the Contracting Party and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Contract is one of a number of contracts aggregating in amount \$575,000 (herein referred to as the "Contracts"), executed and delivered to finance the acquisition, use or purchase

of equipment and vehicles for the City’s fire department, under and in strict conformity with the Constitution and laws of the State of Texas, particularly the Public Property Finance Act (Texas Local Government Code, Subchapter A of Chapter 271, as amended) and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the “Ordinance”).

The Contracts shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
February 15, 2021	75,000
February 15, 2022	80,000
February 15, 2023	80,000
February 15, 2024	80,000
February 15, 2025	85,000
February 15, 2026	85,000
February 15, 2027*	90,000

\* maturity date

The particular Contracts to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Contracts required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the City, by the principal amount of Contracts which, at least 50 days prior to a mandatory redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Contracts plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation.

The Contracts shall not be subject to optional redemption prior to maturity.

Not less than thirty (30) days prior to a redemption date for the Contracts, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City’s expense, to each Holder of the Contracts to be redeemed in whole at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Contracts, (ii) identify the Contracts to be redeemed, (iii) state the redemption price, (iv) state that the Contracts shall become due and payable on the redemption date specified, and the interest thereon shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Contracts shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Contracts. If a Contract is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Contract shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys sufficient for the payment of such Contract at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

This Contract is an obligation of the City payable from the pledged proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Contracting Party by the acceptance hereof hereby agrees, for definitions of terms; the description of and the nature and extent of the taxes pledged for the payment of the Contracts; the terms and conditions relating to the assignment and transfer of this Contract; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Contracting Parties; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Contract may be discharged at or prior to its Stated Maturity, and the obligation evidenced by the Contracts cease to exist as an obligation of the City; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Contract, subject to certain limitations contained in the Ordinance, may be assigned and transferred on the Contract Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered party hereof, or his duly authorized agent. When a transfer on the Contract Register occurs, one or more new fully registered Contracts with the same Stated Maturity, in authorized amounts, bearing the same rate of interest, and of the same principal amount will be delivered by the Paying Agent/Registrar to the designated assignee or assignees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered party whose name appears on the Contract Register (i) on the Record Date as the Contracting Party entitled to payment of interest hereon, (ii) on the date of surrender of this Contract as the Contracting Party entitled to payment of the principal amount on the Stated Maturity and (iii) on any other date as the Contracting Party to notify for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Contracting Party appearing on the Contract Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the execution and delivery of the Contracts is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the execution and delivery of the Contracts to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; and that due provision has been made for the payment of the Contracts and interest thereon as aforesated. In case any provision in this Contract shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Contract and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Contract to be duly executed under the official seal of the City as of the Contract Date.

**CITY OF HURST, TEXAS**

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

**ATTEST:**

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

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Contract(s) only.

**REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS**

OFFICE OF THE COMPTROLLER )  
 ) REGISTER NO. \_\_\_\_\_  
OF PUBLIC ACCOUNTS )

I HEREBY CERTIFY that this Contract has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this \_\_\_\_\_ .

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on definitive Contracts.

**REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR**

This Contract has been duly delivered and registered under the provisions of the within-mentioned Ordinance; the contract or contracts initially executed and delivered by the City having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar in \_\_\_\_\_, \_\_\_\_\_ is the "Designated Payment/Transfer Office" for this Contract.

\_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
as Paying Agent/Registrar

Registration date:

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto (Print or typewrite name, address, and zip code of transferee): \_\_\_\_\_  
(Social Security or other identifying number): \_\_\_\_\_  
the within Contract and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_  
attorney to transfer the within Contract on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature guaranteed:  
\_\_\_\_\_

NOTICE: The signature on this assignment must correspond with the name of the contracting party as it appears on the face of the within Contract in every particular.

SECTION 9: Levy of Taxes. To provide for the payment of the principal amounts to become due and payable and the payment of the interest thereon, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay (i) the principal amounts to become due and payable or an amount equal to 2% of the Aggregate Contract Amount (whichever is the greater) and (ii) the accrued interest on the Contracts to become due and payable; full allowance being made for delinquencies and costs of collection. Full, complete and accurate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Contracts shall be kept and maintained by the City at all times while the Contracts are Outstanding, and the taxes collected annually for the payment of the Contracts shall be deposited to the credit of a "Special 2020 Contracts Fund" (the "Sinking Fund") maintained on the records of the City and at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Contracts.

The Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, and City Secretary, of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar, from funds on deposit in the Sinking Fund, amounts sufficient to fully

pay and discharge promptly each installment of principal and interest on the Contracts as the same accrues or becomes due and payable; such transfer of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each payment date and each interest payment date for the Contracts.

SECTION 10: Mutilated - Destroyed - Lost and Stolen Contracts. In case a Contract shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Contract of like form and tenor, and in the same authorized amount and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Contract, or in lieu of and in substitution for such destroyed, lost or stolen Contract, only upon the approval of the City and after (i) the filing by the Contracting Party with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Contract, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Contract shall be borne by the Contracting Party of the Contract mutilated, or destroyed, lost or stolen.

Every replacement Contract issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Contracts; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Contracts.

SECTION 11: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Contracting Parties, the principal of, premium, if any, and the accrued interest thereon, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Contracting Parties shall thereupon cease, terminate, and be discharged and satisfied.

The Contracts or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Contracts or the principal amount(s) thereof at maturity or prior redemption, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on the Contracts on and prior to each payment date. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Contracts to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is in excess of the amounts required for the payment of the Contracts in accordance with the defeasance provisions shall be remitted to the City or deposited as directed by the City. Notwithstanding the above and foregoing, any

remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by an agency or instrumentality of the United States of America and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Contracts under the then applicable laws of the State of Texas.

SECTION 12: Ordinance a Contract - Amendments - Outstanding Contracts. This Ordinance shall constitute an agreement with the Contracting Parties from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any of the Contracts remain Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Contracting Parties, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Contracting Parties, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Contracting Parties to Contracts which are Outstanding and represent a majority of the aggregate principal amount of the Contracts then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of Contracting Parties of all Contracts which are Outstanding, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Contracts, reduce the principal amount thereof, change the rate of interest thereon, or in any other way modify the terms of payment of the Contracts, (2) give any preference to any Contract over any other Contract, or (3) reduce the aggregate principal amount of Contracts required to be held for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to Contracts means, as of the date of determination, all Contracts theretofore delivered and registered under this Ordinance, except:

- (1) those Contracts cancelled or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Contracts for which the principal amounts and all interest payable thereon has been paid or is deemed to be fully paid in accordance with the provisions of Section 11 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Contracts for which replacement obligations have been registered and delivered in lieu thereof as provided in Section 10 hereof.

SECTION 13: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Contracts are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Contracts.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Contracts are invested and which is not acquired to carry out the governmental purposes of the Contracts.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Contracts. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Contracts has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Contract to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Contract, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the Stated Maturity of Contracts:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Contracts, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Contracts or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Contracts to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Contracts directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Contracts.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Contracts to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) the City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and

apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Contracts with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith;

(2) not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Contracts until six years after the final Computation Date;

(3) as additional consideration for the purchase of the Contracts by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Interest and Redemption Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Contracts equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder; and

(4) the City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Administrator and City Secretary, either individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Contracts, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 14: Sale of Contracts. The offer of \_\_\_\_\_ and its successors and assigns (herein referred to as the "Purchasers" or "Initial Contracting Party") to purchase the Contracts in accordance with the Purchase Letter, dated as of July 28, 2020, attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes is hereby accepted, and the sale of the Contracts to said Purchasers is hereby approved and authorized and determined to be in the best interest of the City. The Mayor or Mayor Pro Tem is

hereby authorized and directed to execute said Purchase Letter for and on behalf of the City and as the act and deed of this Council, and in regard to the approval and execution of the Purchase Letter, the Council hereby finds, determines, and declares that the representations, warranties, and agreements of the City contained in the Purchase Letter are true and correct in all material respects and shall be honored and performed by the City.

There is no Official Statement or other offering document relating to the Contracts.

SECTION 15: Cancellation. All Contracts surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Contracts previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Contracts so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Contracts held by the Paying Agent/Registrar shall be returned to the City.

SECTION 16: Notices of Contracting Parties. Wherever Ordinance provides for notice to Contracting Parties of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Contracting Party appearing in the Contract Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Contracting Parties is given by mail, neither the failure to mail such notice to any particular Contracting Party, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Contracts. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Contracting Party entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by a Contracting Party shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 17: Proceeds of Sale. The proceeds of sale of the Contracts, excluding amounts to pay costs of issuance, shall be deposited in an acquisition fund maintained at a City depository. Pending expenditure for the Property, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, and the City's investment policies and guidelines, and any investment earnings realized shall be expended for the Property or deposited in the Sinking Fund as shall be determined by the City Council. Any surplus proceeds of sale of the Contracts, including investment earnings, remaining after acquisition of the Property shall be deposited to the credit of the Sinking Fund.

SECTION 18: Legal Opinion. The Initial Contracting Party's obligation to accept delivery of the Contracts is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Attorneys, Dallas, Texas, approving the Contracts as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Contracts. The City Council confirms the continuation of Norton Rose Fulbright US LLP as the City's Bond Counsel.

SECTION 19: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Contracts. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Contracts shall be of no significance or effect as regards the legality

thereof and neither the City nor attorneys approving the Contracts as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Contracts.

SECTION 20: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Contracting Parties, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Contracting Parties.

SECTION 21: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 22: Governing Law. This Ordinance and the Contracts authorized to be executed and delivered hereunder shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 23: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 24: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 25: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 26: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 27: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Contracts. In addition, prior to the initial delivery of the Contracts, the Mayor, Mayor Pro Tem, City Secretary, City Manager, Assistant City Manager or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in this Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Contracts by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of this Ordinance, which determination

shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 28: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Local Government Code, Chapter 551, as amended.

SECTION 29: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

*[Remainder of page left blank intentionally]*

Ordinance 2440

PASSED AND ADOPTED, this July 28, 2020.

**CITY OF HURST, TEXAS**

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Mayor Henry Wilson

**ATTEST:**

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City Secretary Rita Frick

(City Seal)

**EXHIBIT A**  
**PAYING AGENT/REGISTRAR AGREEMENT**

**EXHIBIT B**  
**PURCHASE LETTER**

## **PAYING AGENT/REGISTRAR AGREEMENT**

THIS AGREEMENT is entered into as of July 28, 2020 (this "Agreement"), by and between \_\_\_\_\_, \_\_\_\_, a national banking association duly organized and existing under the laws of the United States of America or its successors (the "Bank") and the City of Hurst, Texas (the "Issuer"),

### **RECITALS**

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Hurst, Texas Public Property Finance Contractual Obligations, Series 2020" (the "Obligations"), dated August 1, 2020, such Obligations scheduled to be delivered to the initial purchasers thereof on or about August 25, 2020; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Obligations and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Obligations;

NOW, THEREFORE, it is mutually agreed as follows:

### **ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR**

**Section 1.01 Appointment.** The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Obligations, and, as Paying Agent for the Obligations, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Obligations as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Obligations and, as Registrar for the Obligations, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Obligations and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Obligations.

**Section 1.02 Compensation.** As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall not exceed the dollar limitation set forth in Section 2271.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

## **ARTICLE TWO DEFINITIONS**

**Section 2.01 Definitions.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Obligation means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Obligation which has become accelerated pursuant to the terms of the Obligation.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Obligations are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Holder” and “Obligation Holder” each means the Person in whose name an Obligation is registered in the Obligation Register.

“Obligation Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Obligations.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Obligations” of any particular Obligation means every previous Obligation evidencing all or a portion of the same obligation as that evidenced by such particular Obligation (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Obligation for which a replacement Obligation has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Obligation to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any

other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Stated Maturity” means the date specified in the Authorizing Document the principal of an Obligation is scheduled to be due and payable.

**Section 2.02 Other Definitions.** The terms “Bank,” “Issuer,” and “Obligations (Obligation)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

### **ARTICLE THREE PAYING AGENT**

**Section 3.01 Duties of Paying Agent.** As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Obligation at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Obligation to the Bank at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Obligation when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Obligations (or their Predecessor Obligations) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Obligations to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Obligation Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

**Section 3.02 Payment Dates.** The Issuer hereby instructs the Bank to pay the principal of and interest on the Obligations on the dates specified in the Authorizing Document.

### **ARTICLE FOUR REGISTRAR**

**Section 4.01 Obligation Register - Transfers and Exchanges.** The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Obligation Register”) for recording the names and addresses of the Holders of the Obligations, the transfer, exchange and replacement of the Obligations and the payment of the principal of and interest on the Obligations to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Obligations shall be noted in the Obligation Register.

THE OBLIGATIONS MAY ONLY BE TRANSFERRED TO: (I) AN AFFILIATE OF THE PURCHASER THAT CONTROLS, IS CONTROLLED BY, OR IS UNDER THE COMMON CONTROL OF, THE PURCHASER AND EXISTS TO MAKE A PROFIT; (II) A "BANK" AS DEFINED IN SECTION 3(A)(2) OF THE OBLIGATIONS ACT OF 1933, AS AMENDED (THE "OBLIGATIONS ACT"); (III) AN "ACCREDITED INVESTOR" AS DEFINED IN REGULATION D UNDER THE OBLIGATIONS ACT; OR (IV) A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE OBLIGATIONS ACT.

Every Obligation surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Obligations.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Obligations, the exchange or transfer by the Holders thereof will be completed and new Obligations delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Obligations to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

**Section 4.02 Obligations.** The Issuer shall provide additional Obligations when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Obligations, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Obligations in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

**Section 4.03 Form of Obligation Register.** The Bank, as Registrar, will maintain the Obligation Register relating to the registration, payment, transfer and exchange of the Obligations in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Obligation Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Obligation Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

**Section 4.04 List of Obligation Holders.** The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Obligation Register. The Issuer may also inspect the information contained in the Obligation Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Obligation Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Obligation Register, the Bank will notify

the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Obligation Register, provided the Bank is not prohibited from providing such notice.

**Section 4.05 Return of Cancelled Obligations.** The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Obligations in lieu of which or in exchange for which other Obligations have been issued, or which have been paid.

**Section 4.06 Mutilated, Destroyed, Lost or Stolen Obligations.** The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Obligations in exchange for or in lieu of mutilated, destroyed, lost, or stolen Obligations as long as the same does not result in an overissuance.

In case any Obligation shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Obligation of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Obligation, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Obligation, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Obligation, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Obligation shall be borne by the Holder of the Obligation mutilated, destroyed, lost or stolen.

**Section 4.07 Transaction Information to Issuer.** The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Obligations it has paid pursuant to Section 3.01, Obligations it has delivered upon the transfer or exchange of any Obligations pursuant to Section 4.01, and Obligations it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Obligations pursuant to Section 4.06.

## **ARTICLE FIVE THE BANK**

**Section 5.01 Duties of Bank.** The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof and has full power and authority to perform and serve as Paying Agent/Registrar for the Obligations.

**Section 5.02 Reliance on Documents, Etc.**

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that

repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Obligations, but is protected in acting upon receipt of Obligations containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Obligations in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

**Section 5.03 Recitals of Issuer.** The recitals contained herein with respect to the Issuer and in the Obligations shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Obligation, or any other Person for any amount due on any Obligation from its own funds.

**Section 5.04 May Hold Obligations.** The Bank, in its individual or any other capacity, may become the owner or pledgee of Obligations and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

**Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization.** A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Obligations, and money deposited to the credit of such account until paid to the Holders of the Obligations shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Obligations shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Obligation and remaining unclaimed for three years after final maturity of the Obligation has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

**Section 5.06 Indemnification.** To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

**Section 5.07 Interpleader.** The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

## **ARTICLE SIX MISCELLANEOUS PROVISIONS**

**Section 6.01 Amendment.** This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

**Section 6.02 Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other.

**Section 6.03 Notices.** Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

**Section 6.04 Effect of Headings.** The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

**Section 6.05 Successors and Assigns.** All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

**Section 6.06 Severability.** In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 6.07 Merger, Conversion, Consolidation, or Succession.** Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

**Section 6.08 Benefits of Agreement.** Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

**Section 6.09 Entire Agreement.** This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

**Section 6.10 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

**Section 6.11 Termination.** This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Obligations to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Obligations of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Obligations.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Obligation Register (or a copy thereof), together with the other pertinent books and records relating to the Obligations, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

**Section 6.12 Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited.** As of the date of this Agreement, the Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

**Section 6.13 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

*[Remainder of page left blank intentionally.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

\_\_\_\_\_.

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

*[signature page to Paying Agent/Registrar Agreement – signatures continue on next page]*

CITY OF HURST, TEXAS

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

Address: Hurst City Hall  
1505 Precinct Line Road  
Hurst, TX 76054

Attest:

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

*[signature page to Paying Agent/Registrar Agreement]*

## ANNEX A

**PURCHASE LETTER**

July 28, 2020

City of Hurst, Texas  
1505 Precinct Line Rd.  
Hurst, TX 76054

Re: \$575,000 "City of Hurst, Texas, Public Property Finance Contractual Obligations, Series 2020," dated August 1, 2020

Ladies and Gentlemen:

\_\_\_\_\_ (the "Purchaser") hereby offers to purchase from the City of Hurst, Texas (the "City") the captioned contractual obligations (the "Contracts") and, upon acceptance of this offer by the City, such offer will become a binding agreement between the Purchaser and the City. This offer must be accepted by 10:00 p.m., Hurst, Texas, time, July 28, 2020, and if not so accepted will be subject to withdrawal.

1. Purchase Price: The purchase price for the Contracts is par, \$575,000.
2. Terms of Contracts: The Contracts shall be issued in the principal amounts, shall bear interest at such rate, mature on such date and in such amounts and have such other terms and conditions as are set forth in the ordinance adopted by the City Council of the City on July 28, 2020 (the "Ordinance"), authorizing the issuance of the Contracts, a copy of which has been provided to the Purchaser. Pursuant to and as more fully described in the Ordinance, the Contracts shall be payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City.

THIS NOTE MAY ONLY BE TRANSFERRED TO: (I) AN AFFILIATE OF THE PURCHASER THAT CONTROLS, IS CONTROLLED BY, OR IS UNDER THE COMMON CONTROL OF, THE PURCHASER AND EXISTS TO MAKE A PROFIT; (II) A "BANK" AS DEFINED IN SECTION 3(A)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"); (III) AN "ACCREDITED INVESTOR" AS DEFINED IN REGULATION D UNDER THE SECURITIES ACT; OR (IV) A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT.

3. Closing: The City shall deliver the Initial Contract to, or for the account of, the Purchaser and the Purchaser shall purchase the Contracts at 10:00 a.m. Dallas, Texas, time, on August 25, 2020, or at such other time as shall be mutually agreed upon (hereinafter referred to as the "Closing"). The Closing shall take place at the offices of Norton Rose

Fulbright US LLP, Dallas, Texas, or such other location as may be mutually agreed upon. The City will also deliver a signed copy of the Ordinance to the Purchaser.

4. Conditions to Closing: The Purchaser shall not have any obligation to consummate the purchase of the Contracts unless the following requirements have been satisfied prior to Closing:
  - (a) The City shall have adopted the Ordinance authorizing the issuance of the Contracts with both the Contracts and the Ordinance being in form and substance acceptable to the Purchaser.
  - (b) Norton Rose Fulbright US LLP, Bond Counsel, shall have issued its approving legal opinion as to the due authorization, issuance and delivery of the Contracts and as to the exemption of the interest thereon from federal income taxation, upon which the Purchaser shall be entitled to rely.
  - (c) The Contracts shall have been approved by the Attorney General of the State of Texas and shall have been registered by the Comptroller of Public Accounts of the State of Texas.
  - (d) Nothing shall have occurred prior to closing which in the reasonable opinion of the Purchaser has had or could have a materially adverse effect on the City's business, property or financial condition nor shall have there been a material change, in the Purchaser's opinion, in the financial condition of the City.
  - (e) There has been no event, court decision, proposed law, or rule which may have the effect of changing the federal tax incidents of the City, the Purchaser, or the interest thereon of the Contracts, or the transactions contemplated by this Purchase Letter.
  - (g) There has been no national or international crisis, or suspension of stock exchange trading, or banking moratorium materially affecting, in the Purchaser's opinion, the market price of the Contracts.
  
5. Nature of Purchase: The Purchaser acknowledges that no official statement or other disclosure or offering document has been prepared in connection with the issuance and sale of the Contracts. The Purchaser is a financial institution or other accredited investor as defined in the Securities Act of 1933, Regulation D, 17 C.F.R. § 230.501(a), accustomed to purchasing tax-exempt obligations such as the Contracts. Norton Rose Fulbright US LLP, Bond Counsel, has not undertaken steps to ascertain the accuracy or completeness of information furnished to the Purchaser with respect to the City or the Contracts, and the Purchaser has not looked to that firm for, nor has that firm made, any representations to the Purchaser with respect to that information except as it relates to customary opinions that are normally provided in these types of financings. The Purchaser has satisfied itself that it may lawfully purchase the Contracts. The Contracts (i) are not being registered under the Securities Act of 1933 and are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state; (ii) will not be listed on any stock or other securities exchange; and (iii) will not carry any rating from any rating service. The Purchaser is familiar with the financial condition and

affairs of the City, particularly with respect to its ability to pay its ad valorem tax-supported obligations such as the Contracts. The Purchaser has received from the City all information that it as a reasonable investor has requested of the City as a result of the Purchaser having attached significance thereto in order for it to assess and evaluate the security and source of payment for the Contracts. The Purchaser is purchasing the Contracts for its own account or for that of an affiliate as evidence of a loan to the City and has no present intention to make a public distribution or sale of the Contracts. In no event will the Purchaser sell the Contracts to purchasers who are not sophisticated investors unless an official statement or other disclosure document is prepared with respect to such sale of the Contracts.

6. In consideration of the purchase of the Contracts by the Purchaser, and so long as the Purchaser is the 100% owner of the Contracts, the City agrees as follows:
  - (a) The City agrees to deliver to the Purchaser within 270 days after the end of its fiscal year, its audited financial statements.
  - (b) The City agrees to deliver to the Purchaser any other financial information that the Purchaser may reasonably request from time to time in writing.
7. No Oral Agreements: To the extent allowed by law, the parties hereto agree to be bound by the terms of the following notice: THIS PURCHASE LETTER, THE ORDINANCE OF THE CITY AUTHORIZING THE CONTRACTS, THE ATTORNEY GENERAL OPINION, THE OPINION OF BOND COUNSEL AND THE CONTRACTS TOGETHER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES REGARDING THIS TRANSACTION AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THIS TRANSACTION.
8. No Boycott of Israel (H.B. 89 85th Texas Legislature). The Purchaser hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Purchase Letter. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Purchaser understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Purchaser and exists to make a profit.
9. Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited (S.B. 252 85th Texas Legislature). As of the date of this Purchase Letter, the Purchaser represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list

prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Purchaser and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Purchaser understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Purchaser and exists to make a profit.

10. In case any provision herein, or application thereof, shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or applications shall not in any way be affected or impaired thereby.

*[signatures begin on next page]*

If this purchase letter meets with the Purchaser's and the City's approval, please execute it in the place provided below.

\_\_\_\_\_

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

Title: \_\_\_\_\_

*[signatures continue on next page]*

ACCEPTED BY THE CITY OF HURST, TEXAS

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Mayor

ATTEST:

---

City Secretary

City Council Staff Report

<b>SUBJECT:</b> Consider appointments to the boards, commissions and committees	
<b>Supporting Documents:</b>	
	<b>Meeting Date:</b> 7/28/2020 <b>Department:</b> City Secretary <b>Reviewed by:</b> Rita Frick <b>City Manager Review:</b>
<b>Background/Analysis:</b>	
This item provides for consideration of appointments to the boards, commissions and committees.	
<b>Funding and Sources and Community Sustainability:</b>	
There is no fiscal impact. The appointments are part of <b>the Council's community value of Inclusiveness</b> , providing opportunity for the public to share in guiding the future direction of Hurst.	
<b>Recommendation:</b>	
There is no staff recommendation.	

## Future Event Calendar

July 28, 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>
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
Wednesday, August 12, 2020 6:30 p.m.	Special City Council Meeting
Monday, September 7, 2020	City Offices Closed - Holiday