

**WORK SESSION AGENDA OF THE CITY COUNCIL OF
HURST, TEXAS
CITY HALL, 1505 PRECINCT LINE ROAD
FIRST FLOOR CONFERENCE ROOM
TUESDAY, APRIL 8, 2025 – 5:30 P.M.**

I. Call to Order

II. Informational Items

- **Update and discussion of upcoming Calendar Items**
- **Update and discussion of 89th Legislative Session**

III. Update and discussion of Regular Agenda Items

IV. Discussion of Agenda Item(s) 3

Consider approval of Change order number 1 with Ed's Electric for capital replacement of traffic signal support poles, signal equipment, wiring, and other improvements at Precinct Line Road and Martin Drive

V. Discussion of Agenda Item(s) 4

Consider Ordinance 2593 first reading, amending Chapter 12 of the Hurst Code of Ordinances, by the addition of Article XVI to prohibit amusement redemption machines, gambling devices, and game rooms

VI. Discussion of Agenda Item(s) 5

Consider Resolution 1880 appointing a voting member and an alternate member to the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee

VII. Discussion of Agenda Item(s) 6 and 7

Consider Resolution 1881 authorizing and approving a Local On-System Agreement (LOSA) with the Texas Department of Transportation for a left turn median cut on State Highway 10

Consider authorizing the city manager to enter into Developer and Escrow Agreements with Archway Hurst Industrial, Ltd. for a left turn median cut on State Highway 10

VIII. Discussion of Agenda Item(s) 8

Consider authorizing the city manager to proceed with the Hurst Community Park Ballfield Lighting project

EXECUTIVE SESSION in Compliance with the Provisions of the Texas Open Meetings Law, authorized by Tex. Government Code Section 551.087

deliberation and conducting of economic development negotiations regarding financial information relative to prospective business expansion in the City, Section 551.071 consultation with and legal advice from the city attorney regarding Code Enforcement and Section 551.072 deliberation of the purchase, exchange, lease, or value of real property (Pipeline Road Project) and to reconvene in Open Session at the conclusion of the Executive Session

IX. ADJOURNMENT

Posted by: _____

This the 4th day of April 2025, 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 551.087 of the Texas Government Code.

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

**REGULAR MEETING AGENDA OF THE CITY COUNCIL OF HURST, TEXAS
CITY HALL, 1505 PRECINCT LINE ROAD
TUESDAY, APRIL 8, 2025**

AGENDA:

5:30 p.m. - Work Session (City Hall, First Floor Conference Room)

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

CALL TO ORDER

INVOCATION (Councilmember Jon McKenzie)

PLEDGE OF ALLEGIANCE

PROCLAMATION(S)

1. Proclamation recognizing Child Abuse Prevention Month

CONSENT AGENDA

2. Consider approval of the minutes for the March 25 and March 28, 2025 Council meetings
3. Consider approval of Change order number 1 with Ed's Electric for capital replacement of traffic signal support poles, signal equipment, wiring, and other improvements at Precinct Line Road and Martin Drive

ORDINANCE(S)

4. Consider Ordinance 2593 first reading, amending Chapter 12 of the Hurst Code of Ordinances, by the addition of Article XVI to prohibit amusement redemption machines, gambling devices, and game rooms

RESOLUTION(S)

5. Consider Resolution 1880 appointing a voting member and an alternate member to the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee
6. Consider Resolution 1881 authorizing and approving a Local On-System Agreement (LOSA) with the Texas Department of Transportation for a left turn median cut on State Highway 10

OTHER BUSINESS

7. Consider authorizing the city manager to enter into Developer and Escrow Agreements with Archway Hurst Industrial, Ltd. for a left turn median cut on State Highway 10
8. Consider authorizing the city manager to proceed with the Hurst Community Park Ballfield Lighting project
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. CITIZEN COMMENTS ARE LIMITED TO A MAXIMUM OF 3 MINUTES PER SPEAKER

EXECUTIVE SESSION in Compliance with the Provisions of the Texas Open Meetings Law, authorized by Tex. Government Code Section 551.087 deliberation and conducting of economic development negotiations regarding financial information relative to prospective business expansion in the City, Section 551.071 consultation with and legal advice from the city attorney regarding Code Enforcement and Section 551.072 deliberation of the purchase, exchange, lease, or value of real property (Pipeline Road Project) and to reconvene in Open Session at the conclusion of the Executive Session

11. Take any and all action necessary ensuing from Executive Session

ADJOURNMENT

Posted by: _____

This 4th day of April 2025, 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 551.087 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.

Office of the Mayor

Proclamation

City of Hurst

- Whereas,** children are our future and our greatest resource; and
- Whereas,** every child deserves a nurturing family and safe environment to grow into a healthy, productive member of the community; and
- Whereas,** child abuse is one of our nation’s most serious public health problems and threatens the safety of our community; and
- Whereas,** in Tarrant County, 4,719 children were confirmed as victims of child abuse or neglect in 2024; and
- Whereas,** Alliance For Children provided trauma-informed services to 3,025 children in 2024;
- Whereas,** finding solutions to prevent child abuse is a community responsibility and depends on the involvement of all citizens; and
- Whereas,** effective child abuse prevention, investigation, and treatment programs succeed because of the partnership between community organizations and citizens.

Now, Therefore, I, Henry Wilson, Mayor of the City of Hurst, Texas, and on behalf of our City Council and citizens, hereby proclaim

April 2025

as

“Child Abuse Prevention Month”

in the City of Hurst, Texas and urge all citizens to work together to significantly reduce child abuse and neglect in the years to come.



WITNESS MY HAND AND THE OFFICAL SEAL
of the City of Hurst, Texas, on this the 8th day of April
2025.

Henry Wilson

Henry Wilson, Mayor

Minutes
Hurst City Council
Work Session
Tuesday, March 25, 2025

On the 25th day of March 2025, 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, with the following members present:

Henry Wilson	)	Mayor
John Miller	)	Mayor Pro Tem
Cathy Brotherton	)	Councilmembers
Jon McKenzie)	
Gary N. Waldron)	
Jimmy Meeks)	
Trasa Cobern)	
Clay Caruthers	)	City Manager
Matthew Boyle	)	City Attorney
Clayton Fulton	)	Assistant City Manager
Malaika Marion Farmer	)	Assistant City Manager
Rita Frick	)	City Secretary
Michelle Lazo	)	Executive Director of Planning and Development
Robert Saucedo	)	Executive Director of Public Works
Steve Niekamp	)	Police Chief
Tanya Wilson	)	Building Official

With the following Councilmember 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.

The work session items were discussed in the following order: II, IV, V, the remaining items were not discussed.

II. Informational Items

- **Update and discussion of upcoming Calendar Items** – City Manager Clay Caruthers noted the Strategic Planning Meeting scheduled for March 28th and several other upcoming events.
- **Update and discussion of Amusement and Gaming Machine regulations** – City Manager Caruthers stated staff is currently working on a draft ordinance and will bring forward at a future date. In response to Council questions, Mr. Caruthers stated the draft will be prepared to eliminate all machines.
- **Update and discussion of Trinity River Authority (TRA) Revenue Bonds (Walker-Calloway System)** – City Manager Caruthers briefed Council on the TRA Revenue Bonds issuance for the Walker-Calloway Branch Outfall Trunk Sewer System noting the current issuance is for Phase IV and there are seven phases for completion. He stated the issuance cost is passed through to the City through wholesale costs and Council action is through the budget. He reviewed the percentage share between North Richland Hills (78%) and Hurst (22%) based on flow through the shared line.

III. Update and discussion of Regular Agenda Items

IV. Discussion of Agenda Item(s) 2

Consider ordering a public hearing to decide whether to order the repair, removal, or demolition of all improvements at 916 Zelda Drive, Hurst, Texas 76053, and legally described as Glenn View Addition, Block 7, Lot 14

Building Official Tanya Wilson briefed Council on the code case at 916 Zelda noting the property is currently vacant and that the code case has been active since May 28, 2024. Ms. Wilson reviewed the applicable violations and reasons for the request to order a public hearing to consider ordering the repair, removal, or demo of all improvements on the property.

V. Discussion of Agenda Item(s) 3

Consider ordering a public hearing to order the repair, removal, or demolition of all improvements at 1016 Mountain Terrace, Hurst, Texas, 76053, and legally described as Woodland Park Townhomes Addition, Block 1, Lot 67 and Part of CE

Building Official Tanya Wilson briefed Council on the code case at 1016 Mountain Terrace noting the code case has been active since 2022 and as of December 2024 the property / structure is vacant. Ms. Wilson reviewed the applicable violations and reasons for the request to order a public hearing to consider ordering the repair, removal, or demo of all improvements on the property.

EXECUTIVE SESSION in Compliance with the Provisions of the Texas Open Meetings Law, authorized by Tex. Government Code Section 551.087 deliberation and conducting of economic development negotiations regarding financial information relative to prospective business expansion in the City, Section 551.071 consultation with and legal advice from the city attorney regarding Code Enforcement and Section 551.072 deliberation of the purchase, exchange, lease, or value of real property (Pipeline Road Project) and to reconvene in Open Session at the conclusion of the Executive Session

Mayor Wilson recessed the meeting to Executive Session at 6:02 p.m. in compliance with the provisions of the Texas Open Meetings Law, authorized by Tex. Government Code Section 551.087 deliberation and conducting of economic development negotiations regarding financial information relative to prospective business expansion in the City, Section 551.071 consultation with and legal advice from the city attorney regarding Code Enforcement and Section 551.072 deliberation of the purchase, exchange, lease, or value of real property (Pipeline Road Project) and reconvened to open session at 6:13 p.m.

VI. ADJOURNMENT –The Work Session adjourned at 6:18 p.m.

APPROVED this the 8th day of April 2025.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Henry Wilson, Mayor

City Council Minutes
Tuesday, March 25, 2025

On the 25th day of March 2025, at 6:30 p.m., the City Council of the City of Hurst, Texas, convened in a Regular Meeting at City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

Henry Wilson	)	Mayor
John Miller	)	Mayor Pro Tem
Cathy Brotherton	)	Councilmember
Jon McKenzie)	
Gary N. Waldron)	
Jimmy Meeks)	
Trasa Cobern)	
Clay Caruthers	)	City Manager
Matthew Boyle	)	City Attorney
Clayton Fulton	)	Assistant City Manager
Malaika Marion Farmer	)	Assistant City Manager
Rita Frick	)	City Secretary
Chris Connolly	)	Executive Director of Economic Development
Kyle Gordon	)	Executive Director of Community Services
Robert Saucedo	)	Executive Director of Public Works
Tanya Wilson	)	Building Official

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

The meeting was called to order at 6:30 p.m. and Councilmember Brotherton gave the Invocation.

The Pledge of Allegiance and Texas Pledge were given.

CONSENT AGENDA

1. Consider approval of the minutes for the March 11, 2025 Council meetings

Mayor Pro Tem Miller moved to approve the consent agenda. Motion seconded by Councilmember Meeks. Motion prevailed by the following vote:

Ayes: Councilmembers McKenzie, Brotherton, Meeks, Miller, Waldron and Cobern
No: None

OTHER BUSINESS

2. Consider ordering a public hearing to decide whether to order the repair, removal, or demolition of all improvements at 916 Zelda Drive, Hurst, Texas 76053, and legally described as Glenn View Addition, Block 7, Lot 14

Building Official Tanya Wilson reviewed the code case at 916 Zelda noting the property is

currently vacant and that the code case has been active since May 28, 2024. Ms. Wilson reviewed the applicable violations and reasons for the request to order a public hearing to consider ordering the repair, removal, or demo of all improvements on the property.

Mayor Pro Tem Miller moved to set a public hearing to consider ordering the repair, removal, or demo of all improvements on the property on April 22, 2025 at 6:30 p.m. due to nuisances and life safety issues on the property. Motion seconded by Councilmember Cobern. Motion prevailed by the following vote:

Ayes: Councilmembers McKenzie, Brotherton, Meeks, Miller, Waldron and Cobern

No: None

3. Consider ordering a public hearing to order the repair, removal, or demolition of all improvements at 1016 Mountain Terrace, Hurst, Texas, 76053, and legally described as Woodland Park Townhomes Addition, Block 1, Lot 67 and Part of CE

Building Official Tanya Wilson reviewed the code case at 1016 Mountain Terrace noting the code case has been active since 2022 and as of December 2024 the property / structure is vacant. Ms. Wilson reviewed the applicable violations and reasons for the request to order a public hearing to consider ordering the repair, removal, or demo of all improvements on the property.

Councilmember Meeks moved to set a public hearing to consider ordering the repair, removal, or demo of all improvements on the property on April 22, 2025 at 6:30 p.m., due to nuisances and life safety issues on the property. Motion seconded by Councilmember Brotherton. Motion prevailed by the following vote:

Ayes: Councilmembers McKenzie, Brotherton, Meeks, Miller, Waldron and Cobern

No: None

4. Review of upcoming calendar items – Assistant City Manager Malaika Marion Farmer reviewed the Future Events Calendar.
5. City Council Reports - Items of Community Interest – Mayor Pro Tem Miller recognized students in the audience.

PUBLIC INVITED TO BE HEARD – A REQUEST TO APPEAR CARD MUST BE COMPLETED AND RETURNED TO THE CITY SECRETARY TO BE RECOGNIZED. CITIZEN COMMENTS ARE LIMITED TO A MAXIMUM OF 3 MINUTES PER SPEAKER – no one spoke.

EXECUTIVE SESSION in Compliance with the Provisions of the Texas Open Meetings Law, authorized by Tex. Government Code Section 551.087 deliberation and conducting of economic development negotiations regarding financial information relative to prospective business expansion in the City, Section 551.071 consultation with and legal advice from the city attorney regarding Code Enforcement and Section 551.072 deliberation of the purchase, exchange, lease, or value of real property (Pipeline Road Project) and to reconvene in Open Session at the conclusion of the Executive Session – Mayor Wilson did not adjourn to Executive Session.

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

ADJOURNMENT

The meeting was adjourned at 6:40 p.m.

APPROVED this the 8th day of April 2025.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Henry Wilson, Mayor

**Minutes
Hurst City Council
Work Session
Friday, March 28, 2025**

On the 28th day of March 2025, at 7:47 a.m., the City Council of the City of Hurst, Texas, convened in Work Session at the Hurst Conference Center, 1601 Campus Drive, Hurst, Texas, with the following members present:

Henry Wilson	)	Mayor
John Miller	)	Mayor Pro Tem
Cathy Brotherton	)	Councilmembers
Gary N. Waldron)	
Jon McKenzie)	
Jimmy Meeks)	
Trasa Cobern)	
Clay Caruthers	)	City Manager
Clayton Fulton	)	Assistant City Manager
Malaika Marion Farmer	)	Assistant City Manager
Rita Frick	)	City Secretary
Stephanie Jenkins	)	Executive Director of Human Resources
Kyle Gordon	)	Executive Director of Community Services
Chris Connolly	)	Executive Director of Economic Development
Michelle Lazo	)	Executive Director of Planning and Development
Brent Craft	)	Fire Chief
Steve Niekamp	)	Police Chief
Shelly Klein	)	Assistant to the City Manager
Joe Gonzalez	)	The Management Connection, Inc.

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

1. Call to Order – The meeting was called to order at 7:47 a.m.
2. Review and discussion of City Council rules, procedures and best practices, and City of Hurst Strategic Planning Document including but not limited to discussions pertaining to key elements, accomplishments and priorities (Facilitator – Joe Gonzalez, The Management Connection)

City Manager Clay Caruthers provided opening remarks noting as the City reaches 75 years old, it is at a point of redevelopment and in a new era as we move through planning for the next 75 years. He stated through each cycle, original incorporation, charter, comprehensive plan design, etc. the City has been blessed to have great leadership. Now, with updates needed, Council will continue to keep the City moving forward. He stated

during today's rules of procedure review, Facilitator Joe Gonzalez will introduce a decision-making model to facilitate Council's community standards discussions.

Council reviewed their current Rules of Procedure and discussed possible form and content amendments to be presented for consideration. Mr. Gonzalez also led Council through a discussion of what makes the Council successful and utilization of a decision-making model that could be included in their procedures and reviewed communication and personality styles and how they impact communications and the Council. Council discussed components of what makes them successful as a body, from a Council perspective and staff perspective.

Mayor Wilson recessed the meeting at 8:39 a.m. and reconvened at 8:53 a.m.

Assistant City Manager Clayton Fulton provided an overview of the Citizen's Survey noting the City is doing very well. Mr. Fulton stated the main summary of the survey shows citizens are satisfied or very satisfied with focus on Council strategic priorities of public safety, infrastructure, and community and economic vitality. City Manager Caruthers noted staff does start with the citizen survey as part of the strategic planning process and explained some items can be addressed immediately and others have to be considered for the work program.

3. Discussion of strategic planning initiatives relative to policy and legislative update, customer service initiatives, economic conditions, focus and budget impacts

Facilitator Joe Gonzalez led Council through a discussion regarding the Strategic Planning document including policy statements and strategies, which support the Strategic Plan foundation including the Vision and Mission Statement, and Community Values.

Mayor Wilson recessed the meeting at 9:24 a.m. and reconvened at 9:33 a.m.

Council continued discussion of strategic priorities and review of the Vision and Mission Statement. Discussions focused on the top priorities of the citizen survey. City Manager Caruthers provided focus areas in Public Safety, Infrastructure and Community and Economic Vitality including the Police Chief hiring process; street survey and evaluation of infrastructure; Fire Station III planning and needs; primary water and wastewater main infrastructure with the priority replacements based on need versus age; Central Aquatics Center planning and maintenance needs; continue evaluation of Val Oaks and Highway 10 project viability; Northeast Mall vision opportunities, beautification clean-up projects utilizing volunteers and staff, and new entryway signage program.

Mayor Wilson recessed the meeting at 10:13 a.m. and reconvened at 10:25 a.m.

4. Update and Discussion of possible ordinance changes related to Community Standards including but not limited to commercial signage and window coverings

Facilitator Joe Gonzales led Council through the decision-making model process utilizing possible ordinance amendments regarding commercial signage and window coverings. Assistant City Manager Malaika Marion Farmer reviewed the identified sign issues noting the need for policy to provide staff clear direction. Executive Director of Planning and Development Michelle Lazo reviewed current regulations, staff's recommendation for amendments and comparison regulations in area cities. City Attorney Matthew Boyle provided a legal guidance regarding regulations and Council discussed pros and cons to the recommended amendments. Mayor Wilson requested staff bring forward proposed amendments based on these discussions for Council consideration.

5. Informational Items – Items of Community Interest and review of City Council calendar of meetings – Assistant City Manager Clayton Fulton noted the budget calendar and to plan for an August 1st budget work session.
6. Adjournment – the meeting adjourned at 11:53 a.m.

APPROVED this the 8th day of April 2025.

ATTEST:

Rita Frick, City Secretary

APPROVED:

Henry Wilson, Mayor



City Council Staff Report

SUBJECT: Consider authorizing the city manager to approve change order number 1 with Ed’s Electric for capital replacement of traffic signal support poles, signal equipment, wiring, and other improvements at Precinct Line Road and Martin Drive	
Supporting Documents:	
	Meeting Date: 4/8/2025 Department: Public Works Reviewed by: Clayton Fulton City Manager Review:
Background/Budget Analysis:	
<p>In February 2025, City Council approved capital replacement of traffic signal support poles, signal equipment, wiring, and other improvements at Precinct Line Road and Martin Drive. Ed’s Electric was selected under our existing interlocal agreement with Grand Prairie.</p> <p>In ordering all the necessary supplies, it was discovered that TxDOT required additional support cable not currently found at the intersection. These additional cables increase the cost of both labor and supplies for the approved project. Council approved a total of \$86,350 for this project, which included a 10% contingency. With the additional support cables, the cost has increased approximately 14% to \$90,000.</p> <p>Staff is requesting additional funding to complete the project according to TxDOT specs and include a 5% contingency to ensure project completion. This would increase the total amount to 94,500 or an additional \$8,150. It is proposed that funding for the increase would be provided from the special project fund.</p>	
Hurst Way/Strategic Priorities:	
<p>The project aligns with the Council’s priorities of public safety and infrastructure. Additionally, this project supports the Hurst Way through customer service and public service through a safer intersection with additional traffic detection equipment.</p>	

Recommendation:

Staff recommends City Council **approve change order number 1 with Ed's Electric for capital replacement of traffic signal support poles, signal equipment, wiring, and other improvements at Precinct Line Road and Martin Drive.**



City Council Staff Report

SUBJECT: Consider Ordinance 2593, first reading, amending Chapter 12 of the Hurst Code of Ordinances, by the addition of Article XVI to prohibit amusement redemption machines, gambling devices, and game rooms

Supporting Documents:

Ordinance 2593

Meeting Date: 4/8/2025

Department: Administration

Reviewed by: Malaika Farmer

City Manager Review:

Background/Budget Analysis:

The City continues to receive calls with concerns about crime related to amusement redemption machines, also known as “eight liners,” located primarily in convenience stores. Recently, in *City of Fort Worth v. Rylie, Court of Appeals Second Appellate District of Texas No. 02-17-00185-CV*, the Second Court of Appeals of Texas, Fort Worth, found that these types of machines were unconstitutional because they are illegal lotteries as they require consideration for a chance to win a prize, and that city ordinances regulating such machines were not preempted by the Texas Occupation Code.

Therefore, staff is recommending approval of this proposed ordinance which prohibits amusement redemption machines, gambling devices, and game rooms from operating in the City.

Hurst Way/Strategic Priorities:

In an effort to remain a vibrant community, this ordinance supports the City Council’s Strategic Priorities of **Public Safety** and **Community and Economic Vitality**.

Recommendation:

Staff recommends City Council **approve Ordinance 2593, first reading, amending Chapter 12 of the Hurst Code of Ordinances, by the addition of Article XVI to prohibit amusement redemption machines, gambling devices, and game rooms in the City of Hurst.**

ORDINANCE 2593

AN ORDINANCE OF THE CITY OF HURST, TEXAS, AMENDING CHAPTER 12 BY THE ADDITION OF ARTICLE XVI TO PROHIBIT AMUSEMENT REDEMPTION MACHINES, GAMBLING DEVICES AND GAME ROOMS; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A CONFLICT CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

WHEREAS, in *City of Fort Worth v. Rylie, Court of Appeals Second Appellate District of Texas No. 02-17-00185-CV*, the Second Court of Appeals of Texas, Fort Worth, found that electronic gaming machines, the gaming redemption machines which includes those that are more commonly referred to as "eight-liners", were unconstitutional because they are illegal lotteries as they require consideration for a chance to win a prize, and that city ordinances regulating such machines were not preempted by the Texas Occupation Code; and

WHEREAS, game rooms that operate amusement redemption machines, such as but not limited to eight liners, can have a deleterious effect on both the existing businesses around them and the surrounding residential areas adjacent to them, causing increased crime, such as gambling, theft, criminal trespass, criminal mischief, and burglary; and

WHEREAS, game rooms that operate amusement redemption machines have objectionable operational characteristics contributing to urban blight and downgrading the quality of life in the adjacent area; and

WHEREAS, the City Council desires to minimize and control these adverse effects and thereby protect the health, safety, and welfare of the citizens of the City, protect and preserve the quality of life, deter the spread of urban blight, and preserve the property values and character of the surrounding neighborhoods; and

WHEREAS, the City Council has determined that it is in the best interest of the public health, safety, and welfare to prohibit the operation of said electronic gaming and/or gambling devices within the City of Hurst; and

WHEREAS, the City Council amending Chapter 12 to add Article XVI prohibiting amusement redemption machines, gambling devices, and game rooms from operating in the City; 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.

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

SECTION 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2. That Chapter 12, of the Code of the City of Hurst, Texas, is hereby amended to add Article XVI prohibiting certain amusement redemption machines, gambling devices, and game rooms to read as follows:

(a) Definitions.

Amusement Redemption Machine - Any electronic, electromechanical or mechanical contrivance, including sweepstakes machines, designed, made and adapted solely for bona fide amusement purposes, and that by operation of chance or combination of skill and chance affords the user, in addition to any right of replay, an opportunity to receive exclusively non-cash merchandise, prizes, toys, or novelties, or a representation of a value redeemable for those items and is in compliance with Section 47.01 (4) (b) of the Texas Penal Code. Amusement Redemption Machine does not include:

(1) A machine that awards the user non-cash merchandise prizes, toys or novelties solely and directly from the machine, including claw, crane or other similar machines; or

(2) A machine from which the opportunity to receive non-cash merchandise prizes, toys or novelties, or a representation of value redeemable for those items, varies depending on the user's ability to throw, roll, flip, toss, hit or drop a ball or other physical objects into the machine or a part thereof, including basketball, golf, bowling or similar machines. A representation of value means cash paid under authority of sweepstakes contestants as provided by the Tex. Business and Commerce Code § 43, or a gift certificate or gift card that is presented to a merchant in exchange for merchandise.

Coin Operated Amusement Machine Arcades - An amusement arcade, also known as a video arcade, amusements, arcade, or penny arcade, is a venue where people play arcade games, including arcade video games, pinball

machines, electro-mechanical games, redemption games, merchandisers including claw cranes, or coin-operated billiards or air hockey

Game Room - means a building or facility or other place where one or more amusement redemption machines are present.

Gambling Device - means any electronic, electromechanical, or mechanical contrivance that for a consideration affords the player an opportunity to obtain anything of value, the award of which is determined solely or partially by chance, even though accompanied by some skill, whether or not the prize is automatically paid by the contrivance. The term includes, but is not limited to, gambling device versions of bingo, keno, blackjack, lottery, roulette, video poker, or similar electronic, electromechanical, or mechanical games, or facsimiles thereof, that operate by chance or partially so, that as a result of the play or operation of the game award credits or free games, and that record the number of free games or credits so awarded and the cancellation or removal of the free games or credits.

(b) Restrictions, Regulations, and Limitations.

- (1) It shall be an offense for any person, firm, or corporation to maintain, display for patronage, or keep for operation by patrons, any Amusement Redemption Machine, or Gambling Device.
- (2) It shall be an offense for any person, firm, or corporation to operate a Game Room within the City of Hurst, Texas.
- (3) Game Rooms are not permitted in any zoning district of the City of Hurst, Texas.
- (4) Nothing contained herein has the effect of, or shall be construed to have the effect of, authorizing, permitting, licensing, or legalizing any existing or future machine, device, table, gambling device, amusement redemption machine, the display, keeping, or operation of which is illegal or in violation of any ordinance of this City or any law of this State or the Constitution of this State.

(c) Enforcement.

- (1) A violation of this section or any provision of this section shall constitute a misdemeanor and upon conviction thereof the violator shall be fined in a sum not to exceed the maximum penalty allowed by law.
- (2) A violation of any provision of this section is guilty of a separate offense for each day or portion of a day during which the violation is continued. Each offense is punishable by a fine not to exceed the maximum allowable by law.
- (3) In addition to prohibiting certain conduct by individuals, it is the intent of this section to hold a corporation or association criminally

responsible for prohibited conduct performed by an agent acting for or on behalf of a corporation.

- (4) In addition to the criminal offenses and penalties prescribed, the City of Hurst may pursue other remedies such as abatement of nuisance, injunctive relief, and revocation of license or permits.

SECTION 3. That this ordinance shall be cumulative of all provisions and ordinances of the City of Hurst, Texas, except all ordinances or any parts thereof which conflict with the terms of this ordinance shall be and are hereby deemed repealed and of no force and effect.

SECTION 4. The sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable. 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 5. Any person, firm, or corporation that violates enforcement of any of the provisions of this ordinance shall be fined not more than the maximum allowable by law for each day of the offense. Each day that a violation exists shall constitute a separate offense.

SECTION 6. This ordinance shall take effect and be in full force and effect from and after its adoption, and publication as required by law.

AND SO IT IS ORDERED.

PASSED on the first reading on the 8th day of April 2025 by a vote of ___to___

PASSED on the second reading on the 22nd day of April 2025 by a vote of ___to___.

ATTEST:

CITY OF HURST:

Rita Frick, City Secretary

Henry Wilson, Mayor

Approved as to form:

City Attorney



City Council Staff Report

SUBJECT: Consider Resolution 1880 appointing a voting member and an alternate member to the City of Fort Worth’s Wholesale Water and Wastewater Customer Advisory Committee	
Supporting Documents:	
Resolution 1880	Meeting Date: 4/8/2025 Department: Public Works Reviewed by: Robert C. Saucedo City Manager Review:
Background/Budget Analysis:	
Per the wholesale water and wastewater contract with the City of Fort Worth, the City of Hurst needs to annually appoint a voting member and an alternate member to the Wholesale Water and Wastewater Customer Advisory Committee. The attached resolution specifies those appointments.	
Hurst Way/Strategic Priorities:	
Appointing representatives to this advisory committee is directly representative of the Council’s strategic priority of Financial Sustainability .	
Recommendation:	
Staff recommends City Council approve Resolution 1880 appointing a voting member and an alternate member to the City of Fort Worth’s Wholesale Water and Wastewater Customer Advisory Committee.	

RESOLUTION 1880

A RESOLUTION AUTHORIZING CITY OF HURST APPOINTMENTS TO THE CITY OF FORT WORTH'S WHOLESALE WATER AND WASTEWATER CUSTOMER ADVISORY COMMITTEE

WHEREAS, the City of Hurst's wholesale contract with the City of Fort Worth calls for there to be an advisory committee; and

WHEREAS, the City Council of the City of Hurst, Texas desires to appoint staff members to serve on the Wholesale Water and Wastewater Customer Advisory Committee.

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

Section 1. **THAT** the City Council of the City of Hurst, Texas hereby appoints the following staff members to serve from October 1, 2024 through September 30, 2025 on the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee:

Voting Member – Robert C. Saucedo, Executive Director of Public Works
Alternate Voting Member - Duane Hengst, City Engineer

AND IT IS SO RESOLVED.

Approved this the 8th day of April 2025 by a vote of _ to _.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Henry Wilson, Mayor

Approved as to form and legality:

City Attorney



City Council Staff Report

SUBJECT: Consider Resolution 1881 authorizing and approving a Local On-System Agreement (LOSA) with the Texas Department of Transportation for a left turn median cut on State Highway 10	
Supporting Documents:	
Resolution 1881 TxDOT LOSA	Meeting Date: 4/8/2025 Department: Public Works Reviewed by: Robert Saucedo City Manager Review:
Background/Budget Analysis:	
<p>Archway Hurst Industrial, is a proposed distribution center on the south side of SH10 between AZZ and Patriot Place Apartments. The site construction plans have been reviewed and approved by City engineering staff. The developer has selected to wait to pursue Council approval of the plat until TxDOT approvals of the median cut.</p> <p>The developer submitted construction plans to TxDOT seeking their approval to construct a roadway median opening to allow access to the development from a west-bound direction.</p> <p>TxDOT has indicated approval of the median cut is contingent upon City Council approving a resolution authorizing execution of the Local On-System Agreement, attached, (the LOSA is "draft" only, TxDOT will handle actual approvals via DOCUSIGN process). The LOSA requires the City of Hurst to pay for the construction of the median cut to ensure either completion of the median cut or restoration to original condition (avoiding partial completion should the developer abandon the project mid-way).</p> <p>To prevent direct costs to the City for construction of the median opening, staff has worked with the developer to enter into a Developer Agreement that provides for the developer to place the entire estimated cost of construction into an escrow account from which payment to the contractor will be issued. Council consideration of the Developer Agreement will be a separate Council action item.</p> <p>The developer will be contracting with a contractor directly to construct the median opening. The City will not be entering into a construction contract for the construction work. If the developer, for any reason, does not complete the median cut construction, the City of Hurst will use the escrowed funds to either restore the area to original or to complete the median cut construction.</p>	

There should be no additional cost to the City for the proposed median opening construction.

Hurst Way/Strategic Priorities:

The project aligns with the Council’s priorities of **Infrastructure** and **Community and Economic Vitality** by making the property more accessible. Additionally, this project supports the Hurst Way through **Customer Service** by creating a public private partnership to assist the developer.

Recommendation:

Staff recommends City Council **approve Resolution 1881 authorizing and approving a Local On-System Improvement Agreement (LOSA) with the Texas Department of Transportation for a left turn median cut on State Highway 10.**

RESOLUTION 1881

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HURST SUPPORTING ENTERING INTO AN AGREEMENT FOR A LOCAL ON-SYSTEM IMPROVEMENT PROJECT AT SH10: ARCHWAY LEFT TURN MEDIAN CUT, BY THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS OPEN TO THE PUBLIC AND THAT THE RECITALS ARE TRUE; AND PROVING AN EFFECTIVE DATE.

WHEREAS, the City of HURST ("City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City is authorized to enter into contracts with the State of Texas, including agreements for local on-system improvement projects with the Texas Department of Transportation; and

WHEREAS, the City Council has been presented a proposed agreement for a local on-system improvement project with the State of Texas for the construction of the **SH10: Archway Left Turn Lane Median Cut** project for a total estimated construction cost of **\$197,407**, with the City's share of the costs estimated to be **\$177,756** plus any cost overruns (hereinafter the "Agreement"), more specifically **construction of a left turn lane and median cut for eastbound approach to Archway Development**, and other work as described in the Agreement (hereinafter the "Project"); and

WHEREAS, the City Council supports entering into the Agreement; and

WHEREAS, the City possesses the funds on hand to participate in the Agreement, and is committed, subject to the terms and conditions of the Agreement.

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

Section 1. The City Council hereby designates the **City Manager** as the City's authorized official with the authority to execute the Agreement for the Project on behalf of the City and directs the **City Manager** to execute the Agreement on behalf of the City. The City Council further directs that the **City Manager** submit a copy of this resolution to the Texas Department of Transportation. The City is

responsible for the project estimated cost of **\$177,756** plus any cost overruns.

Section 2. The findings, determinations, and recitations set out in the preambles of this resolution are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 3. The City Council finds and determines that the meeting at which this resolution is passed was open the public as required by law and that public notice of the time, place and purpose of said meeting was duly given as required by the Texas Open Meetings Act.

Section 4. This resolution shall be effective immediately upon final passage.

AND SO IT IS RESOLVED by the City Council of the City of HURST, Texas.

Approved this 8th day of April 2025 by a vote of ___ to ___.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Henry Wilson, Mayor

Approved as to form and legality:

City Attorney

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STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT
For A
LOCAL ON-SYSTEM IMPROVEMENT PROJECT**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the **City of Hurst**, acting by and through its duly authorized officials, called the “Local Government.” The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment A, Project Location Map (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

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2. Scope of Work

The Project consists of **to construct a left turn lane connecting proposed commercial building South of SH 10/ W. Hurst Blvd as shown in Attachment A.**

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment B, Local On-System Improvement Project Budget (Attachment B), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment B. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment B shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment B. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment B. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment B by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment B is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment B.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within **12 months** after execution of the Agreement.
- G. The Local Government will complete construction and receive the State's acceptance of the project within **18 months** after the date the State authorizes in writing for the Local Government to commence construction of the Project.
- H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it determines necessary to protect the interests of the State, which includes returning the Project area to its original condition or completing the work using State forces or

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contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government’s failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State’s Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State’s satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State’s satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. The cost of any environmental problem’s mitigation and remediation.

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- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and

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provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

- B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.
- C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
City Manager City of Hurst 1505 Precinct Line Road Hurst, Texas 76054	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and

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deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

23. Signatory Warranty

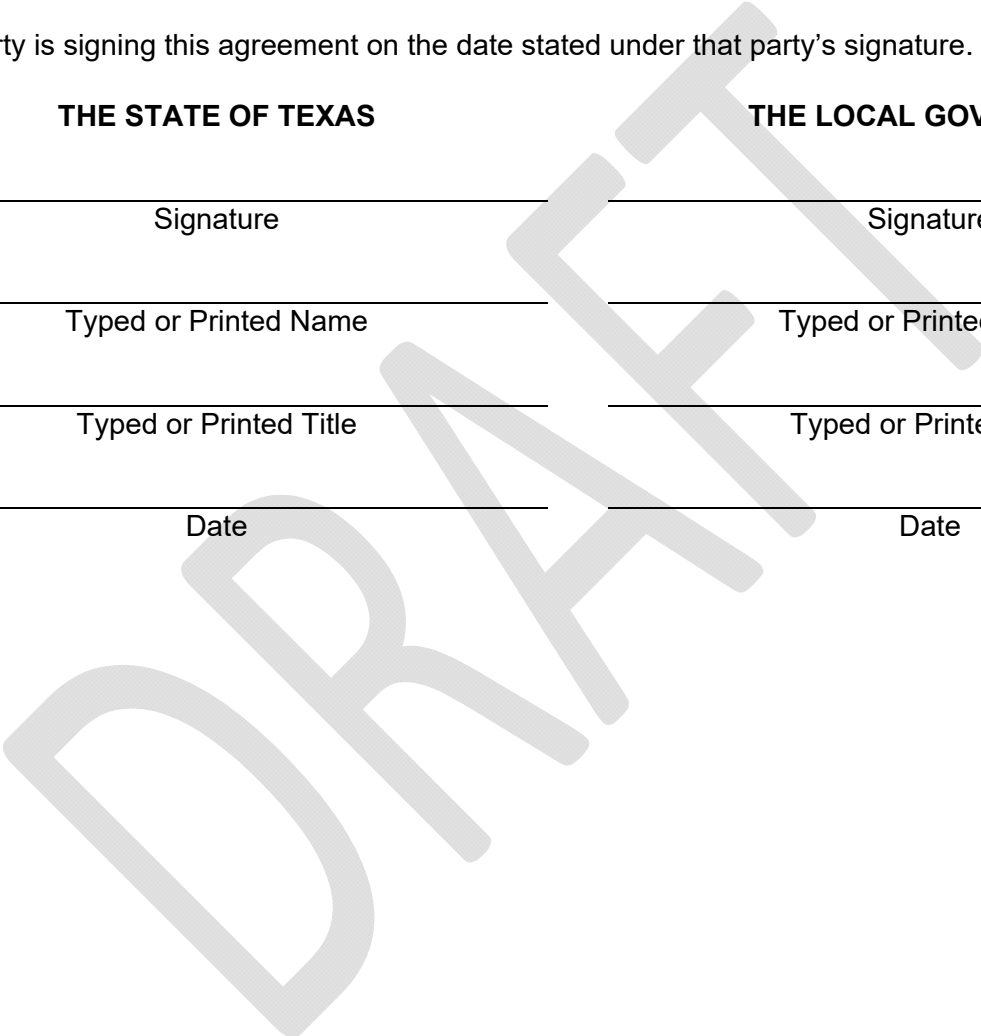
Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

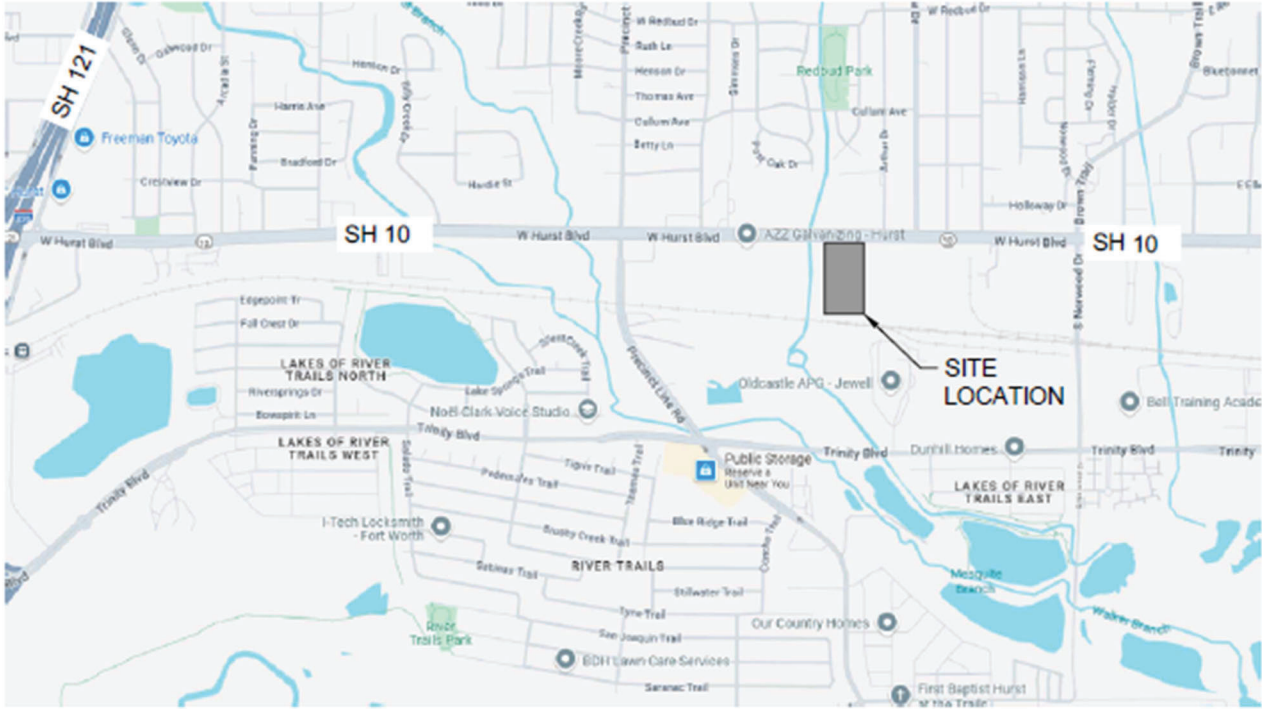
THE LOCAL GOVERNMENT

_____	_____
Signature	Signature
_____	_____
Typed or Printed Name	Typed or Printed Name
_____	_____
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date



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**ATTACHMENT A
PROJECT LOCATION MAP**



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**ATTACHMENT B
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)**

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
Environmental	\$5,000	
Right of Way	\$0	
Engineering	\$10,000	
Utility Work	\$0	
Construction	\$162,756	
Subtotal for Project Phases		\$177,756
DIRECT STATE COSTS:	Paid By: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Environmental	\$2,221	
Right of Way	\$1	
Engineering	\$2,221	
Utility Work	\$1	
Construction	\$4,444	
Subtotal for Direct State Costs		\$8,888
INDIRECT STATE COSTS:	Paid By: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Subtotal for Indirect State Costs		\$9,403
TOTAL ESTIMATED COST OF PROJECT		\$196,407

\$0	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.
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**ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

DRAFT



City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into Developer and Escrow Agreements with Archway Hurst Industrial, Ltd. for a left turn median cut on State Highway 10

Supporting Documents:

Developer Agreement
Escrow Agreement

Meeting Date: 4/8/2025
Department: Public Works
Reviewed by: Clayton Fulton
City Manager Review:

Background/Budget Analysis:

Archway Hurst Industrial owns the property at 615 State Highway 10 and does not currently have left turn access to the property for the westbound lanes on the north side of Hwy 10. In order to provide for left turn access with a median cut, the City of Hurst is required to enter into an agreement with TxDOT to fund the requested improvements. This process is called a Local On-System Improvement Agreement (LOSA) and TxDOT will not enter into a LOSA with a private developer which requires the City to agree to the LOSA in order to affect the requested improvements.

The proposed developer agreement will transfer the City’s responsibilities, including funding, to the developer. We have discussed the LOSA and associated requirements with Archway and they support and agree with the use of a developer agreement. Additionally, Archway has requested, and the staff agrees, to have the construction funds held in escrow where the City will be able to review and approve disbursement from the escrow account.

Hurst Way/Strategic Priorities:

The project aligns with the Councils priorities of **Infrastructure** and **Community and Economic Vitality** by making the property more accessible. Additionally, this project supports the Hurst Way through **Customer Service** by creating a public private partnership to assist the developer.

Recommendation:

Staff recommends City Council **authorize the city manager to enter in to Developer and Escrow Agreements with Archway Hurst Industrial, Ltd. for a left turn median cut on State Highway 10.**

DEVELOPER ESCROW AGREEMENT

This Developer Escrow Agreement (this "**Agreement**") is entered into by and between the CITY OF HURST, TEXAS (the "**City**"), 1505 Precinct Line Rd, Hurst, Tx 76054; ARCHWAY HURST INDUSTRIAL, LTD., a Texas limited partnership ("**Developer**") with its principal offices at 13100 Northwest Freeway, Suite 340; Houston, TX 77040; and _____ ("**Escrow Agent**") with its principal office at _____.

WHEREAS, Developer has submitted applications to the City for development of a tract of land within the City's boundaries at 615 W. Hurst Boulevard (615 SH 10) the ("**Development**"); and

WHEREAS, Developer seeks approval from the Texas Department of Transportation ("**TxDOT**") for construction of a median opening and hooded left turn lane on State Highway 10 ("**SH 10**") to improve access to the Development, as depicted on the TxDOT Turn Lane Exhibit attached hereto as Exhibit "A" (the "**Work**"); and

WHEREAS, in consideration for the improved access to the Development, the Developer has assumed responsibility for the costs of the Work, including construction costs, environmental, utility adjustments and indirect or direct State costs that may be identified as the responsibility of the City in a Local On-System Improvement Agreement entered into between TxDOT and the City (the "**LOSA**"); and

WHEREAS, TxDOT requires that the City provide the necessary agreements and funding for the Work in accordance with the LOSA.; and

WHEREAS, Developer has engaged Bob Moore Construction, Inc. (the "**Contractor**") per a construction contract dated _____ (the "**Construction Contract**") to complete the Work.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Escrow Deposit. Developer shall place funds in escrow with the Escrow Agent in the amount of _____ (the "**Escrow Deposit**"), same being 120% of the estimated amount necessary to complete the Work in accordance with the Cost Estimate attached hereto as Exhibit "B". Escrow Agent shall cause the Escrow Deposit to be deposited into an interest-bearing account and all interest earned on the Escrow Deposit shall become a part of the Escrow Deposit for all purposes.
2. Disbursement of Escrow Fund. The Escrow Deposit shall be held and disbursed by the Escrow Agent, subject to and in accordance with the terms hereof:
 - a. When Developer desires to seek reimbursement for costs and expenses incurred by it in performance of all or any portion of the Work in accordance with the LOSA and Construction Contract, Developer shall from time to time, but not more frequently than once each month, give Escrow Agent written notice and a request for reimbursement (each, a "**Disbursement Notice**"), with a copy of such notice given concurrently to the City. Each Disbursement Notice shall be accompanied by (i) a statement showing the costs and expenses for which Developer seeks reimbursement in connection with performance of the Work (each, a "**Reimbursement Amount**"), (ii) written invoice from the Contractor detailing the costs and expenses for which Developer seeks

reimbursement, which such amount shall be in the amount of ninety percent (90%) of the completed work reflected in the Contractors invoice with the remaining ten percent (10%) held back as retainage until the Contractor has completed the Work, (iii) written instructions on where to deliver and/or wire the Reimbursement Amount payment, and (iv) partial or final lien waivers, as applicable, from the Contractor. The final Disbursement Notice for payment of a Reimbursement Amount for performing the Work, which shall be so identified by Developer, shall be accompanied by items (i) through (iv) above and documentation evidencing the Completion of Work as defined herein. Escrow Agent shall disburse each Reimbursement Amount in accordance with the Disbursement Notice from the Escrow Deposit directly to Developer or, at City's election, to the Contractor, engaged to perform the Work; provided, however, that, whenever Developer submits a Disbursement Notice, Escrow Agent shall not disburse the Reimbursement Amount stated in such Disbursement Notice until the earlier of: (a) ten (10) days after receipt by Escrow Agent of the Disbursement Notice, or (b) the date Escrow Agent receives approval from the City to pay the Reimbursement Amount; and provided, further, that, if Escrow Agent receives, within that ten (10) day period, written notice from the City (a "**Dispute Notice**") disputing the Disbursement Notice, Escrow Agent shall continue to hold the requested Reimbursement Amount until receipt of joint written instructions from Developer and the City.

- b. Any remaining balance (the "**Remaining Balance**") of the Escrow Deposit after payment of all costs of performing the Work per the final Disbursement Notice shall be disbursed to Developer. Developer shall give Escrow Agent and the City written notice (the "**Remaining Balance Disbursement Notice**") of completion of the Construction Work and request Escrow Agent to deliver the Remaining Balance to Developer in accordance with the terms herein. Escrow Agent shall disburse to Developer the Remaining Balance; provided, however, that, whenever Developer submits the Remaining Balance Disbursement Notice, Escrow Agent shall not disburse the Remaining Balance until the earlier of (i) ten (10) days after receipt of the Remaining Balance Disbursement Notice, or (ii) the date Escrow Agent receives approval from the City to pay the Remaining Balance; and provided, further, that, if Escrow Agent has received, within said ten (10) days period, a Dispute Notice from the City disputing the Remaining Balance Disbursement Notice, Escrow Agent shall continue to hold the Remaining Balance until receipt of joint written instructions from Developer and the City.
3. Cost Over Runs. Developer agrees to fund any overages in the cost of the Work identified as the responsibility of the City in the LOSA prior to City approval and execution. Developer further agrees to be responsible for one-hundred percent (100%) of the cost identified as the responsibility of the City during construction, including cost over runs incurred by TxDOT. Prior to their approval, Developer shall be given a minimum of five (5) business days' written notice of any cost over runs or any additional change orders that will result in an increase in the cost of the Work to an amount in excess of the then remaining balance of the Escrow Deposit. Notice shall be delivered to Developer to the attention of Eric Hawk and Justin Howe at the street address listed above with an electronic copy of the notice also provided to the following email address: ewhawk@archwayprop.com; jmhowe@archwayprop.com.
4. Completion of Work. In order for the Work to be considered finished the following must be satisfied: (1) TxDOT must provide written notice that the Work is approved; (2) Contractor must

provide a conditional lien release that all Work has been finished only conditioned upon receipt of its final payment; and (3) Receipt of a written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with its plans, specifications, and quality assurance requirements.

5. Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and there are no other agreements, written or oral, other than those set forth herein. This Agreement may only be amended, modified or superseded by a written instrument signed by the parties which specifically references this Agreement and the amendment or modification to be made. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
6. Further Assurances. The City and the Developer will use commercially reasonable efforts to do all things and execute all such documents as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and to aid and assist each other in carrying out the intent of this Agreement.
7. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. Signed counterparts of this Agreement may be exchanged by email or other electronic means, and electronic or scanned signatures shall be deemed to be original signatures and of the same force and effect.
8. Choice of Law. The provisions of this Agreement shall be governed by the laws of the State of Texas, and venue for any action brought under this Agreement shall be in Tarrant County, Texas.

[Signature on following page]

EXECUTED effective the __ day of _____, 2025

DEVELOPER:

ARCHWAY HURST INDUSTRIAL, LTD.,
a Texas limited partnership

By: Archway Investments, LLC,
a Texas limited liability company,
its general partner

By: _____
Eric W. Hawk, Manager

CITY:

City of Hurst

By _____

Name: _____

Title: _____

Exhibit "A"

TxDOT Turn Lane

See Attached

Exhibit "B"

Cost Estimate



**BOB MOORE
CONSTRUCTION**

615 Hurst TXDOT Scope					
Left Turn Lane & Median Cut					
Size (SqFt)		6,536			10/30/2024
No.	Item	QTY	U/M	U/P	Cost
1	Demolition	6,536	SqFt	2.41	15,736
2	Grading	6,536	SqFt	4.25	27,778
3	Lime Stabilization	726	SqYd	13.75	9,986
4	Existing Inlet Protection	2	Each	750	1,500
5	4" Type B HMA	6,536	SqFt	4.25	27,778
6	10" Concrete Paving	6,536	SqFt	11.25	73,530
7	Striping & Signage	6,536	SqFt	0.32	2,092
8	Joint Sealants	1,089	LnFt	4.00	4,357
9	Traffic Control	1	Lump Sum	12500.00	12,500
	Total				175,257

CITY / DEVELOPER AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TARANT §

This City/Developer Agreement (the “**Agreement**”) is entered into by Archway Hurst Industrial, Ltd., or its successor or assigns, hereinafter called “**Developer**”, and the City of Hurst, Texas, hereinafter called “**City**” for the purpose of documenting agreements and commitments made by Developer to induce City to support the request to TXDOT for an archway left turn lane median cut on SH-10.

WHEREAS, Developer has requested assistance in procuring a median cut with archway left turn lane on SH-10 in the City (the “**Project**”); and

WHEREAS, the relevant portion of SH-10 is under the control of the Texas Department of Transportation (“**TXDOT**”); and

WHEREAS, TXDOT requires that the City enter into an Agreement for Local On-Site Improvement Project (“**LOSA**”) as a condition prerequisite for approval of the Project; and

WHEREAS, Developer and City wish to enter into this Agreement whereby Developer assumes any and all cost responsibility associated with or related to the completion of the Project.

NOW THEREFORE, for and in consideration of the City’s assistance with the Project, including but not limited to entering into the LOSA, the receipt and sufficiency of which are hereby affirmed, Developer and City agree as follows:

- City agrees to enter into the LOSA to provide for the completion of the Project.
- Developer agrees that Developer will be solely responsible for all costs associated with the Project and the LOSA.
- At the outset Developer shall remit to an escrow agent the estimated costs for the Project as identified in Exhibit B to the LOSA (\$196,407) within ten days of the execution of this Agreement.
- City will reimburse Developer per the terms of the escrow agreement, no more than once monthly, for work completed to date on the Project subject to and conditioned to Developer providing proof of completion and a corresponding inspection by City staff.
- Developer will be responsible for any overruns of the estimated Project costs
- Developer will be responsible for any direct or indirect costs incurred by the State specifically related to the work, unless the State chooses to waive the costs.
- Developer will pay City the amount of state costs prior to State engineering review.

- Developer will begin construction on the Project within twelve (12) months after the execution of the Agreement.
- Developer will complete construction on the Project within eighteen (18) months of authorization to commence construction

If Developer fails to complete the Project, the City may address the unfinished construction work by either:

- Restoring the Project Area to its original condition; or
- Completing the Project with its own contractors utilizing remaining Project funds.

If the City addresses unfinished Project work, Developer will be responsible for associated costs. Developer is responsible for the performance of and costs associated with architectural and engineering services. Developer will develop architectural and engineering design documents in accordance with applicable state and local standards. If any design documents are deemed not acceptable by the City or the State of Texas, Developer shall correct the documents to the City and State's satisfaction, including any redesign of plans or specifications that is required. Developer will be responsible for any cost overruns associated with any required redesign of the Project.

Developer will be responsible for the identification and assessment of any environmental problems associated with the development of the Project occurring after Developer's commencement of construction on the Project. Developer will also be responsible for:

- the mitigation and remediation of any environmental issue occurring after Developer's commencement of construction on the Project; and
- The preparation of all documents required for environmental clearance of the Project.

Developer will be responsible for the adjustment, removal, or relocation utility facilities. Developer will be responsible for ensuring the plans for and construction of the Project are in compliance with the State standards for minimum accessibility requirements and the Americans with Disabilities Act.

Developer will supervise and inspect all work performed under this Agreement and provide such engineering and testing services as may be required to ensure that construction is accomplished in accordance with approved plans and specifications. Prior to the City's acceptance of the project's completion, Developer shall furnish to the City written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with its plans, specifications, and quality assurance requirements.

Nothing in this Agreement shall relieve Developer from the obligation to pay to City all required amounts for building permit fees, impact fees, water meter fees, water deposits, and other inspection fees required by the Ordinances of the City, such fees to be paid prior to commencing construction on Project.

Agreed to on _____ day of _____, 2025.

CITY OF HURST

Clay Caruthers, City Manager

Attest:

Rita Frick, City Secretary

CORPORATE ACKNOWLEDGMENT:

DEVELOPER:

ARCHWAY HURST INDUSTRIAL, LTD.,
a Texas limited partnership

By: Archway Investments, LLC,
a Texas limited liability company,
its general partner

By: _____
Eric W. Hawk, Manager

THE STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned, on this day personally appeared Eric Hawk, Manager of Archway Investments, LLC, which is the general partner of Archway Hurst Industrial, Ltd., a Texas limited partnership, proved to me through the presentation of a valid Texas Drivers License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Mr. Hawk furthermore attested that he is signing this agreement in his capacity as Manager of Archway Investments, LLC, which is the general partner of Archway Hurst Industrial, Ltd., a Texas limited partnership and that such capacity makes his signature valid to bind the company, Archway Hurst Industrial, Ltd.

Seal:

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ___ day of _____, 2025.

My Commission Expires:

Notary Public in and for the State of Texas



City Council Staff Report

SUBJECT: Consider approval of the Hurst Community Park Ballfield Lighting Project	
Supporting Documents:	
	Meeting Date: 4/8/2025 Department: Community Services Reviewed by: Kyle Gordon City Manager Review:
Background/Budget Analysis:	
<p>Hurst Community Park opened in September 1997 with a modern sports lighting system for its baseball and soccer complexes. However, since 2015, the metal halide fixtures installed in the baseball complex must periodically be replaced since they are no longer manufactured. Recently, the fields have been experiencing multiple outages, and on field four, 50% of the light fixtures have become inoperable and unreplaceable. Furthermore, starting in 2024, metal halide fixtures will no longer be manufactured for sports lighting, making LED the preferred sports lighting solution.</p> <p>Staff requested quotes from electrical contractors for LED equivalents compatible with the existing electrical components, poles, and support bracing. Facility Solutions Group (FSG) submitted a proposal of \$75,820 (including a 5% contingency) to replace 50 metal halide fixtures with LED sports lights. FSG will restore the lighting by rehangng the working fixtures on the other ballfields. Additionally, FSG will help the City receive a \$9,800 energy efficiency incentive offered by Oncor by handling the paperwork and administrative processing for the rebate. FSG is a member of Buyboard and can complete the work at negotiated prices as an approved cooperative purchasing vendor.</p> <p>The funding for this project was budgeted as an FY24-25 Community Services Development Corporation Paygo project for \$70,000, with the remaining \$5,820 identified in the Community Services operational contingency amount. The Parks and Recreation Board supports the multiyear sports lighting replacement project.</p>	
Hurst Way/Strategic Priorities:	
<p>In an effort to remain a vibrant community, this project addresses the City Council's Strategic Priorities for Community and Economic Vitality, Public Safety, Infrastructure, and Leadership by maintaining the City's parks and facilities.</p>	

Recommendation:

Staff recommends City Council **authorize the city manager to proceed with the Hurst Community Park Ballfield Lighting Project with Facility Solutions Group for an amount not to exceed \$75,820.**

Future Events Calendar

April 8, 2025

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>
Wednesday, April 9, 2025 5:00 – 7:30 p.m.	Eggstravaganza, Hurst Community Park 601 Precinct Line Road
Friday, April 11, 2025 5:30 – 7:00 p.m.	Sensory-friendly Egg Hunt, Central Park 700 Mary Drive
Saturday, April 12, 2025	Extra Bulk Collection, Residents SOUTH of HWY 121
Saturday, April 12, 2025 8:00 – 11:00 a.m.	Household Hazardous Waste Collection, Hurst Service Center, 2001 Precinct Line Rd.
Saturday, April 12, 2025 4:00 – 6:00 p.m.	Doggone Egg Hunt, Hurst Dog Park 900 TCC Road
Friday, April 18, 2025	City Hall Offices closed in observance of Good Friday