

**WORK SESSION AGENDA OF THE CITY COUNCIL OF HURST, TEXAS
CITY HALL, 1505 PRECINCT LINE ROAD
FIRST FLOOR CONFERENCE ROOM
TUESDAY, NOVEMBER 10, 2015 – 5:30 P.M.**

I. Call to Order

II. Informational Items

III. Discussion of Agenda Item(s) 7 and 8

Conduct a public hearing to consider SP-15-12 The Shops at Hurst, a site plan revision for Lots, 1-5, Block 1, Shops at Hurst Addition, being 9.29 acres located at 704-760 W. Pipeline Road

Consider Ordinance 2305, first reading, SP-15-12 The Shops at Hurst Addition, a site plan for Lots 1 – 5, Block 1, shops at Hurst Addition, being 9.29 acres located at 704-760 W. Pipeline Road

Michelle Lazo

IV. Discussion of Agenda Item(s) 9

Consider P-15-17 Shops at Hurst Addition, a replat of Lots 1-5, Block 1 Shops at Hurst Addition, being 9.29 acres located at 704-760 W. Pipeline Road

Michelle Lazo

V. Discussion of Agenda Item(s) 10

Consider approval of Resolution 1632 casting votes for Tarrant Appraisal District (TAD) Board of Directors

Rita Frick

VI. Discussion of Agenda Item(s) 11

Consider authorizing the city manager to enter into a contract with The Mejorando Group for employee training

Matia Messemer

VII. Discussion of Agenda Item(s) 12

Consider authorizing the city manager to enter into a Professional Services Agreement with Carollo Engineers, Inc. to create the Texas Commission on Environmental Quality's required Nitrification Action Plan (NAP)

Ron Haynes

VIII. Adjournment

Posted by: _____

This the 6th day of November 2015, 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, NOVEMBER 10, 2015**

AGENDA:

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

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

CALL TO ORDER

INVOCATION (Councilmember Larry Kitchens)

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. Consider approval of the minutes for the October 27, 2015 City Council meetings
2. Consider Ordinance 2303, second reading, SP-15-10 Crestview Phase II, a site plan for Lots 3 and 5, Block 1 Crestview Highway 26 Addition, being 5.5 acres located at 785 Grapevine Highway
3. Consider Ordinance 2304, second reading, amending Chapter 10, Article IV Nuisances, of the City of Hurst Code of Ordinances, by amending Section 10-78 Definitions adding "Nuisance Tarp", and the addition of 10-81.5 "Stagnant Water"; and amending 10-80 "High Weeds and Grass"
4. Consider authorizing the city manager to purchase (15) fifteen vehicles and (1) tractor from approved vendors
5. Consider authorizing the city manager to enter into an engineering Services Contract with Freese and Nichols, Inc. for engineering services for 2015 Water and Wastewater Impact Fee Update Study
6. Consider authorizing the city manager to enter into an annual contract with Falkenberg Construction Company, Inc. for services including facility maintenance, renovations, additions, and miscellaneous construction tasks throughout the City with an option to renew for four additional twelve month periods

PUBLIC HEARING(S) AND RELATED ITEM(S)

7. Conduct a public hearing to consider SP-15-12 The Shops at Hurst, a site plan revision for Lots, 1-5, Block 1, Shops at Hurst Addition, being 9.29 acres located at 704-760 W. Pipeline Road
8. Consider Ordinance 2305, first reading, SP-15-12 The Shops at Hurst Addition, a site plan for Lots 1 – 5, Block 1, shops at Hurst Addition, being 9.29 acres located at 704-760 W. Pipeline Road

PLAT(S)

9. Consider P-15-17 Shops at Hurst Addition, a replat of Lots 1-5, Block 1 Shops at Hurst Addition, being 9.29 acres located at 704-760 W. Pipeline Road

RESOLUTION(S)

10. Consider approval of Resolution 1632 casting votes for Tarrant Appraisal District (TAD) Board of Directors

ACTION ITEM(S)

11. Consider authorizing the city manager to enter into a contract with The Mejorando Group for employee training
12. Consider authorizing the city manager to enter into a Professional Services Agreement with Carollo Engineers, Inc. to create the Texas Commission on Environmental Quality's required Nitrification Action Plan (NAP)

OTHER BUSINESS

13. Review of upcoming calendar items
14. City Council Reports

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 551.074, Personnel - (Evaluation of City Council Appointees) and to reconvene in Open Session at the conclusion of the Executive Session

15. Consider and take appropriate action regarding City Council Appointees annual evaluations

ADJOURNMENT

Posted by: _____

This 6th day of November 2015, by 5:00 p.m., in accordance with Chapter 551, Texas Government Code.

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**Minutes
Hurst City Council
Work Session
Tuesday, October 27, 2015**

On the 27th day of October 2015, at 5:34 p.m., the City Council of the City of Hurst, Texas, convened in Work Session at Hurst City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

Richard Ward	)	Mayor
Bill McLendon	)	Mayor Pro Tem
Larry Kitchens	)	Councilmembers
Anna Holzer)	
Henry Wilson)	
Nancy Welton)	
David Booe)	
Allan Weegar	)	City Manager
John Boyle	)	City Attorney
Jeff Jones	)	Assistant City Manager
Rita Frick	)	City Secretary
Michelle Lazo	)	Managing Director of Development
Ron Haynes	)	Executive Director of Public Works
Greg Dickens	)	City Engineer

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 5:34 p.m.**
- II. Informational Items –** City Manager Allan Weegar introduced Kathryn Rotter, Community Outreach Coordinator for Judge Glen Whitley.
- III. Discussion of Agenda Item(s) 7 and 8**

Conduct a public hearing to consider SP-15-10 Crestview Phase II, a site plan for Lots 3 and 5, Block 1, Crestview Highway 26 Addition, being 5.5 acres located at 785 Grapevine Highway.

Consider Ordinance 2303, first reading, SP-15-10 Crestview Phase II, a site plan for Lots 3 and 5, Block 1, Crestview Highway 26 Addition, being 5.5 acres located at 785 Grapevine Highway.

Managing Director of Development Michelle Lazo briefed Councilmembers on SP-15-10 Crestview Phase II, a site plan for Lots 3 and 5, Block 1, Crestview Highway 26 Addition, being 5.5 acres located at 785 Grapevine Highway and Ordinance 2303, noting the site plan is to develop a 15,000 square foot Natural Grocery store on Lot 5, and a retail/restaurant commercial center on a portion of Lot 3. Also noted was the signal light to be installed by

the Texas Department of Transportation and the timing of the installation. Ms. Lazo reviewed elevations, landscape, and grocery store loading dock locations, and stated she did not believe the loading dock or dumpster locations would disturb the neighbors.

IV. Discussion of Agenda Item(s) 9

Consider P-15-14 Crestview Highway 26 Addition, a replat of Lot 3 to Lots 3R, 5, and 6, Block 1, Crestview Highway 26 Addition, being 9.146 acres located at 785 Grapevine Highway.

Managing Director of Development Michelle Lazo briefed Councilmembers on P-15-14 Crestview Highway 26 Addition, a replat of Lot 3 to Lots 3R, 5, and 6, Block 1, Crestview Highway 26 Addition, being 9.146 acres located at 785 Grapevine Highway, noting the replat is being requested to develop a new grocery store and a restaurant/retail strip center.

V. Discussion of Agenda Item(s) 10

Consider P-15-11 Hurst Substation, a final plat of Tract 1B, 1B1, and 1B2, Peter Sowell Survey and Tract 2A1D RP Barton Survey to Lot 1, Block 1, Hurst Substation Addition, being 17.55 acres located at 709 E. Ellen and 175 Arwine Drive.

Managing Director of Development Michelle Lazo briefed Councilmembers on P-15-11 Hurst Substation, a final plat of Tract 1B, 1B1, and 1B2, Peter Sowell Survey and Tract 2A1D RP Barton Survey to Lot 1, Block 1, Hurst Substation Addition, being 17.55 acres located at 709 E. Ellen and 175 Arwine Drive, noting the applicant is requesting the final plat in order to expand the existing substation.

VI. Discussion of Agenda Item(s) 11

Consider Ordinance 2304, first reading, amending Chapter 10, Article IV Nuisances, of the City of Hurst Code of Ordinances, by amending Section 10-78 Definitions, adding “Nuisance Tarp”, and the addition of 10-81.5 “Stagnant Water”; and amending 10-80 “High Weeds and Grass”.

Managing Director of Development Michelle Lazo briefed Councilmembers on the proposed ordinance noting the amendments to Chapter 10 include the definition of a “Nuisance Tarp”, which will require tarps and car covers to be maintained in good condition; “Stagnant Water” will be added to require standing water, ponds, and pools to be maintained in a sanitary condition and will provide methods to abate the nuisance; and “High Weeds and Grass” will be amended to require wildflowers to be mowed after seeding, and require grass over 48 inches to be immediately abated if there is an immediate danger to health, life, or safety or any person.

VII. Discussion of Agenda Item(s) 12

Consider authorizing the city manager to enter into an Engineering Services Contract with Halff Associates, Inc., for engineering services for Valley View Branch Flood Protection Planning Study.

City Engineer Greg Dickens briefed Councilmembers on the engineering Services Contract with Halff Associates, Inc. for engineering services for Valley View Branch Flood Protection Planning Study. He noted the Council recently approved the interlocal

agreement with the City of Fort Worth and Bedford concerning cost participation, and authorized the grant contract with the Texas Water Development Board. He stated this is the final step in getting the grant project started.

VIII. Adjournment

The work session adjourned at 6:00 p.m.

APPROVED this the 10th day of November 2015.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Richard Ward, Mayor

**City of Hurst
City Council Minutes
Tuesday, October 27, 2015**

On the 27th day of October 2015, at 6:30 p.m., the City Council of the City of Hurst, Texas, convened in Regular Meeting at City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

Richard Ward	)	Mayor
Bill McLendon	)	Mayor Pro Tem
Larry Kitchens	)	Councilmembers
Anna Holzer)	
Henry Wilson)	
Nancy Welton)	
David Booe)	
Allan Weegar	)	City Manager
John Boyle	)	City Attorney
Clay Caruthers	)	Assistant City Manager
Jeff Jones	)	Assiffant City Manager
Rita Frick	)	City Secretary
Ron Haynes	)	Executive Director of Public Works
Greg Dickens	)	City Engineer
Michelle Lazo	)	Managing Director of Development

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

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

Councilmember Nancy Welton gave the Invocation.

The Pledge of Allegiance was given.

CONSENT AGENDA

1. Considered approval of the minutes for the October 13 and 20, 2015 City Council meetings.
2. Considered Ordinance 2300, second reading, SP-15-13 Tarrant County Northeast Courthouse, a site plan revision for signage only on Lot 1, Block 1, NE Tarrant County Plaza, being 5.5 acres located at 645 Grapevine Highway.
3. Considered Ordinance 2301, second reading, SP-15-04 Royal Residency Estates, a site plan for Lot 3R, Block 1, Whiteman Addition, being 2.59 acres located at 312 E. Pecan Street.

4. Considered authorizing the city manager to enter into a contract with Excel 4 Construction, LLC, of Fort Worth, Texas, for the 2015 Miscellaneous Sanitary Sewer Improvements Project.
5. Considered authorizing the city manager to enter into an Engineering Services Contract Amendment 5 to Baird, Hampton & Brown, Inc., for engineering services for Pipeline Road Improvements, Phase 2 Project.
6. Considered authorizing the city manager to purchase annual hardware computer replacements.

Councilmember Wilson moved to pass the consent agenda. Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

Ayes: Councilmembers McLendon, Booe, Kitchens, Holzer, Wilson and Welton

No: None

PUBLIC HEARING(S) AND RELATED ITEM(S)

7. Conducted a public hearing to consider SP-15-10 Crestview Phase II, a site plan for Lots 3 and 5, Block 1, Crestview Highway 26 Addition, being 5.5 acres located at 785 Grapevine Highway.

Mayor Ward announced a public hearing to consider SP-15-10 Crestview Phase II, a site plan for Lots 3 and 5, Block 1, Crestview Highway 26 Addition, being 5.5 acres located at 785 Grapevine Highway, and recognized applicant Clay Christy, Clay Moore Engineering, 2328 Lotus Avenue, Fort Worth, Texas, who stated this was the second phase site plan to include a small grocery store and retail strip center. Managing Director of Development Michelle Lazo reviewed the site plan, elevations, landscape and signage for each site.

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

In response to Councilmembers' questions, Ms. Lazo stated the landscape is irrigated, that each lot on the front of the site has a monument sign and there is one multi-tenant sign for the businesses on the back of the site. She stated the signs on the businesses in the back were not lighted and would not disturb the residents. Also noted was the proposed signal installation on Highway 26 at the Lowe's entrance.

8. Considered Ordinance 2303, first reading, SP-15-10 Crestview Phase II, a site plan for Lots 3 and 5, Block 1, Crestview Highway 26 Addition, being 5.5 acres located at 785 Grapevine Highway.

Councilmember Wilson moved to pass zoning application SP-15-10 Crestview Phase II, a site plan for Lots 3 and 5, Block 1, Crestview Highway 26 Addition, being 5.5 acres

located at 785 Grapevine Highway and Ordinance 2303. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

Ayes: Councilmembers McLendon, Booe, Kitchens, Holzer, Wilson and Welton
No: None

PLAT(S)

9. Considered P-15-14 Crestview Highway 26 Addition, a replat of Lot 3 to Lots 3R, 5, and 6, Block 1, Crestview Highway 26 Addition, being 9.146 acres located at 785 Grapevine Highway.

Mayor Ward recognized Executive Director of Public Works Ron Haynes who stated the infrastructure is basically in place and the major issue is the signal installation, which is dependent upon the Texas Department of Transportation.

Councilmember Welton moved to approve P-15-14 Crestview Highway 26 Addition, a replat of Lot 3 to Lots 3R, 5, and 6, Block 1, Crestview Highway 26 Addition, being 9.146 acres located at 785 Grapevine Highway. Motion seconded by Councilmember McLendon. Motion prevailed by the following vote:

Ayes: Councilmembers McLendon, Booe, Kitchens, Holzer, Wilson and Welton
No: None

10. Considered P-15-11 Hurst Substation, a final plat of Tract 1B, 1B1, and 1B2, Peter Sowell Survey and Tract 2A1D RP Barton Survey to Lot 1, Block 1, Hurst Substation Addition, being 17.55 acres located at 709 E. Ellen and 175 Arwine Drive.

Mayor Ward recognized Brian Satagaj, Halff Associates, 3803 Parkwood Boulevard, Frisco, Texas, who stated the proposed plat is being requested for the general improvement of the property. In response to Councilmembers' questions, Mr. Satagaj stated Oncor has banks of land and keeps them in inventory, holds them as assets or will sell them. He was not aware of any specific plans for the 17 acres being platted with the substation.

Councilmember Wilson moved to approve P-15-11 Hurst Substation, a final plat of Tract 1B, 1B1, and 1B2, Peter Sowell Survey and Tract 2A1D RP Barton Survey to Lot 1, Block 1, Hurst Substation Addition, being 17.55 acres located at 709 E. Ellen and 175 Arwine Drive. Motion seconded by Councilmember Holzer. Motion prevailed by the following vote:

Ayes: Councilmembers McLendon, Booe, Kitchens, Holzer, Wilson and Welton
No: None

ORDINANCE(S)

11. Considered Ordinance 2304, first reading, amending Chapter 10, Article IV Nuisances, of the City of Hurst Code of Ordinances, by amending Section 10-78 Definitions adding “Nuisance Tarp”, and the addition of 10-81.5 “Stagnant Water”; and amending 10-80 “High Weeds and Grass”.

Mayor Ward recognized City Manager Allan Weegar who noted the recent City Council work session and review of the City’s Code of Ordinances. He explained that many areas of the Code have already been to the Neighborhood Community and Advisory Committee for their recommendation to the Council. He stated staff will bring forward several ordinances over the next months for Council’s consideration.

Managing Director of Development Michelle Lazo briefed Councilmembers on the proposed ordinance noting the amendments to Chapter 10 include the definition of a “Nuisance Tarp”, which will require tarps and car covers to be maintained in good condition; “Stagnant Water” will be added to require standing water, ponds, and pools to be maintained in a sanitary condition, and will provide methods to abate the nuisance; and “High Weeds and Grass” will be amended to require wildflowers to be mowed after seeding, and require grass over 48 inches to be immediately abated if there is an immediate danger to health, life, or safety or any person.

Councilmember Kitchens moved to approve amending Chapter 10, Article IV Nuisances, of the City of Hurst Code of Ordinances, by amending Section 10-78 Definitions adding “Nuisance Tarp”, and the addition of 10-81.5 “Stagnant Water”; and amending 10-80 “High Weeds and Grass”, and Ordinance 2304. Motion seconded by Councilmember McLendon. Motion prevailed by the following vote:

Ayes: Councilmembers McLendon, Booe, Kitchens, Holzer, Wilson and Welton
No: None

ACTION ITEM(S)

12. Considered authorizing the city manager to enter into an Engineering Services Contract with Halff Associates, Inc., for engineering services for Valley View Branch Flood Protection Planning Study.

Mayor Ward recognized City Engineer Greg Dickens who reviewed the Engineering Services Contract with Halff Associates, Inc. for engineering services for the Valley View Branch Flood Protection Planning Study. He noted the Council recently approved the interlocal agreement with the City of Fort Worth and Bedford concerning cost participation, and authorized the grant contract with the Texas Water Development Board. He stated this is the final step in getting the grant project started.

Councilmember McLendon moved to authorize the city manager to execute the Engineering Services Contract with Halff Associates, Inc. for Valley View Branch Flood

Protection Planning Study for a total fee not to exceed \$123,000.00. Motion seconded by Councilmember Kitchens. Motion prevailed by the following vote:

Ayes: Councilmembers McLendon, Booe, Kitchens, Holzer, Wilson and Welton

No: None

OTHER BUSINESS

13. Councilmembers reviewed the following advisory board meeting minutes:
 - Planning and Zoning Commission

14. Review of upcoming calendar items – City Manager Allan Weegar reviewed the following calendar items:
 - Good Neighbor Day - October 31, 2015

15. City Council Reports – Councilmember Kitchens commended Councilmember McLendon for his hard work at last Saturday’s Good Neighbor Day event. He also commended the employees for their work during the rain. Councilmember Booe noted the CPR event had 1,400 people over 2 days, working on houses in the area. He stated seven of the houses were in Hurst. Mayor Ward also commended employees who were working in the rain.

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

Mayor Ward recognized the Boy Scouts and students present at the meeting.

ADJOURNMENT

The meeting adjourned at 7:25 p.m.

APPROVED this the 10th day of November 2015.

ATTEST:

APPROVED:

Rita L. Frick, City Secretary

Richard Ward, Mayor

City Council Staff Report

SUBJECT: SP-15-10 Crestview Phase II, a site plan for Lots 3 and 5, Block 1, Crestview Highway 26 Addition, being 5.5 acres located at 785 Grapevine Highway

Supporting Documents:

Ordinance 2303

Meeting Date: 11/10/2015
 Department: Development
 Reviewed by: Steve Bowden
 City Manager Review:

Background/Analysis:

An application has been made by TCG Hurst Investors LP for a site plan on Lots 3 and 5, Block 1, Crestview Highway 26 Addition, being 5.5 acres located at 785 Grapevine Highway. The property is zoned GB-PD (General Business Planned Development).

The applicant is requesting this site plan to develop a 15,000 sq. foot grocery store on Lot 5, and a retail/restaurant commercial center on a portion of Lot 3. The developer has lease commitments for Lots 1, 2, and 5.

The site will have full shared access. The main entrance will have a full signal across from the center driveway at Lowe's. There will also be an access point to the west and a shared drive through the Shurgard property.

Lot 5 is being site planned for a new Natural Grocers grocery store with 15,000 sq. ft. of retail space. Natural Grocers sells a variety of 100% certified organic foods, vitamins, dairy, and produce. The building elevation indicates a coffee and latte stucco building with a stone veneer accent wall and base. There is storefront glass on the north and west elevation, and a metal canopy above the entrance. The applicant is requesting building signs on each elevation. These signs will not exceed the allowable signage per ordinance.

A portion of Lot 3 is being site planned for a retail/restaurant strip center with 4,900 sq. ft. The building elevation indicates a tan and cream EIFS tilt wall building with cultured stone accents, storefront glass, and galvanized metal awnings. The applicant is requesting building signage on each elevation. These signs will not exceed the allowable signage per ordinance.

The approved multi-tenant sign monument sign on Grapevine Highway will help identify the businesses on Lot 3.

The applicant is providing good landscaping with 15 Lacebark Elms, 23 Live Oaks, 11 Shurmard Oaks, 15 (5) Chinquapin Oaks, nine(9) Cedar Elm, Dwarf Yaupons, Dwarf Wax Myrtles, and Green Cloud Sage.

The replat for Lots 3R, 5, and 6 are also on this agenda.

Funding and Sources:

There is no fiscal impact.

Recommendation:

The Planning and Zoning Commission met on Monday, October 19, 2015 and voted 7-0 to recommend approval of SP-15-10 Crestview Phase II.

ORDINANCE 2303

AN ORDINANCE ADOPTING A SITE PLAN REVISION FOR LOTS 3 AND 5 BLOCK 1, CRESTVIEW HIGHWAY ADDITION, BEING 5.65 ACRES LOCATED AT 785 GRAPEVINE HIGHWAY, SP-15-10

WHEREAS, notice of a hearing before the Planning and Zoning Commission was sent to real property owners within 200 feet of the property herein described at least 10 days before such hearing; and,

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Hurst at least 15 days before such hearing; and,

WHEREAS, notices were posted on the subject land as provided by the Zoning Ordinance; and,

WHEREAS, public hearings to change the site plan on the property herein described were held before both the Planning and Zoning Commission and the City Council, and the Planning and Zoning Commission has heretofore made a recommendation concerning the site plan change; and,

WHEREAS, the City Council is of the opinion that the site plan change herein effectuated furthers the purpose of zoning as set forth in the Comprehensive Zoning Ordinance and is in the best interest 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 Comprehensive Zoning Ordinance of the City of Hurst is hereby amended by adopting a site plan approval with exhibits A-G for Lots 3 and 5, Block 1 Crestview Highway Addition, being 5.65 acres located at 785 Grapevine Highway.

AND IT IS SO ORDERED.

Passed on the first reading on the 27th day of October 2015 by a vote of 6 to 0.

Approved on the second reading on the 10th day of November 2015 by a vote of _ to _.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Richard Ward, Mayor

Approved as to form and legality:

City Attorney

BEING A 12.797 ACRE TRACT OF LAND IN THE TELITHA AKERS SURVEY, ABSTRACT NO. 20 IN THE CITY OF HURST, TARRANT COUNTY, TEXAS AND BEING THE SAME PROPERTY CONVEYED TO TRINITY RIVER REAL ESTATE, L.L.C. RECORDED IN D208315743 WITH A CERTIFICATE OF MERGER & AMENDED ARTICLES OF ORGANIZATION RECORDED IN D209046006 OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS AND BEING THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF HURST ATHLETIC COMPLEX ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 388-161, PAGE 67 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD WITH CAP FOUND FOR THE SOUTHWEST CORNER OF SAID 12.797 ACRE TRACT OF LAND AND BEING LOCATED NORTHEAST A DISTANCE OF 1.2' FROM A FOUND TXDOT MONUMENT AND BEING LOCATED IN THE SOUTHEAST LINE OF STATE HIGHWAY NO. 26 (GRAPEVINE HIGHWAY);

THENCE ALONG THE SOUTHEAST LINE OF SAID STATE HIGHWAY NO. 26, NORTH 45°20'11" EAST A DISTANCE OF 169.87 FEET TO A TXDOT MONUMENT FOUND FOR CORNER;

THENCE CONTINUING WITH SAID SOUTHEAST LINE, NORTH 44°38'28" EAST A DISTANCE OF 300.13 FEET TO A TXDOT MONUMENT FOUND FOR CORNER;

THENCE CONTINUING WITH SAID SOUTHEAST LINE, NORTH 45°46'36" EAST A DISTANCE OF 548.28 FEET TO A TXDOT MONUMENT FOUND FOR CORNER;

THENCE CONTINUING WITH SAID SOUTHEAST LINE, NORTH 42°40'30" EAST A DISTANCE OF 57.61 FEET TO AN IRON ROD WITH CAP FOUND FOR THE MOST NORTHERLY CORNER OF SAID 12.797 ACRE TRACT OF LAND AND BEING THE WEST CORNER OF MAYFLOWER PLACE ADDITION ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 7230 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS;

THENCE DEPARTING THE SOUTHEAST LINE OF SAID STATE HIGHWAY NO. 26 (GRAPEVINE HIGHWAY) SOUTH 43°59'06" EAST A DISTANCE OF 271.11 FEET TO AN IRON ROD WITH CAP FOUND FOR CORNER;

THENCE SOUTH 88°53'22" EAST A DISTANCE OF 517.57 FEET TO AN IRON ROD WITH CAP FOUND FOR THE NORTHEAST CORNER OF SAID 12.797 ACRE TRACT OF LAND AND BEING THE SOUTHEAST CORNER OF SAID MAYFLOWER PLACE ADDITION AND BEING LOCATED IN THE WEST LINE OF MAYFAIR NORTH ADDITION, THIRD FILING, RECORDED IN VOLUME 388-97, SLIDE 51 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS;

THENCE ALONG SAID WEST LINE, SOUTH 00°37'35" WEST A DISTANCE OF 284.32 FEET TO A 5/8 INCH IRON ROD SET FOR THE EASTERLY SOUTHEAST CORNER OF SAID 12.797 ACRE TRACT OF LAND AND BEING THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1 OF HURST ATHLETIC COMPLEX ADDITION;

THENCE DEPARTING THE WEST LINE OF SAID MAYFAIR NORTH ADDITION, NORTH 88°58'21" WEST A DISTANCE OF 523.58 FEET TO AN IRON ROD WITH CAP FOUND FOR THE NORTHERLY NORTHWEST CORNER OF SAID LOT 1, BLOCK 1;

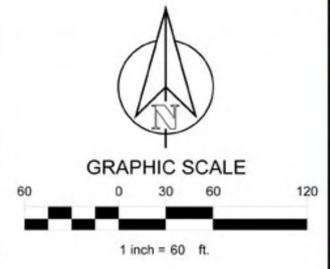
THENCE SOUTH 01°17'39" WEST A DISTANCE OF 277.80 FEET TO AN IRON ROD WITH CAP FOUND FOR THE SOUTHERLY SOUTHEAST CORNER OF SAID 12.797 ACRE TRACT OF LAND AND BEING AN "L" CORNER IN THE NORTH LINE OF SAID LOT 1, BLOCK 1;

THENCE CONTINUING WITH THE NORTH LINE OF SAID LOT 1, BLOCK 1 OF HURST ATHLETIC COMPLEX ADDITION, NORTH 89°59'52" WEST A DISTANCE OF 936.55 FEET TO THE POINT OF BEGINNING;

CONTAINING 12.797 ACRES OR 557,435 SQUARE FEET OF LAND MORE OR LESS ALL ACCORDING TO THAT SURVEY PREPARED BY A.J. BEDFORD GROUP, INC.

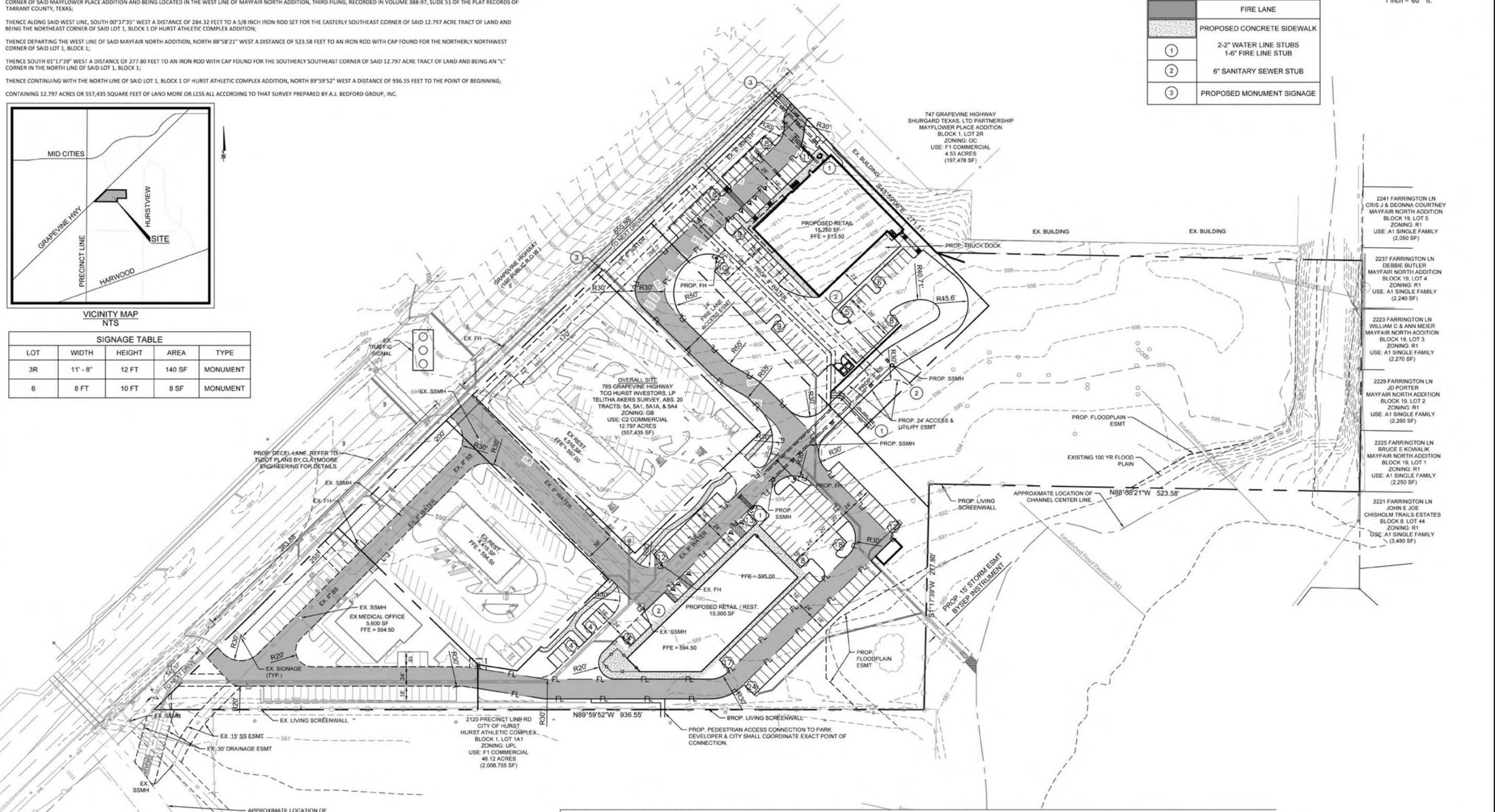
EXHIBIT A

LEGEND	
	EX. STORM LINE
	EX. SEWER LINE
	EX. WATER LINE
	EX. FIRE HYDRANT
	PROPOSED FIRE HYDRANT
	PROPOSED SEWER LINE
	PROPOSED WATER LINE
	PROPOSED STORM DRAIN
	FIRE LANE
	PROPOSED CONCRETE SIDEWALK
	2-2" WATER LINE STUBS 1-6" FIRE LINE STUBS
	6" SANITARY SEWER STUB
	PROPOSED MONUMENT SIGNAGE



VICINITY MAP
NTS

SIGNAGE TABLE				
LOT	WIDTH	HEIGHT	AREA	TYPE
3R	11' - 8"	12 FT	140 SF	MONUMENT
6	8 FT	10 FT	8 SF	MONUMENT



TEXAS REGISTRATION #14199

PHONE: 817.281.0077
1900 CENTRAL DR. SUITE 400
FLORENCE, TX 75041
WWW.CLAYMOOREENGINEERING.COM

PRELIMINARY

FOR REVIEW ONLY
Not for construction purposes.

CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING
CONSULTANTS
Engineer: **MATT MOORE**
P.E. No. 95813 Date: 9/29/2015

TCG HURST PHASE II INVESTMENTS, LD GRAPEVINE HWY No. 26 HURST, TX

No.	DATE	REVISION	BY

SITE PLAN

SITE DATA SUMMARY

LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BLDG. AREA (SQ. FT.)	BLDG. HGT. (FT.# ST.)	LOT COVERAGE		FLR AREA RATIO		PARKING		HANDICAP SP.			
							REQ.	PROV.	REQ.	PROV.	REQ. RATIO	REQ.	PROV.	REQ.	PROV.	
3R	GB	RETAIL / REST.	3.79	165,308	15,000	35' - 1 ST.	50% MAX	9.1%	1:1 MAX	1/11	1:250 RETAIL (6,000 SF) / 1:100 REST. (9,000)		114	115	5	5
5	GB	RETAIL	1.86	81,077	15,260	35' - 1 ST.	50% MAX	18.8%	1:1 MAX	16/85	1:250 RETAIL		61	74	3	4

Bench Mark:
Standard City of Hurst Benchmark 110 is a brass cap in the concrete of a water valve at the southeast corner of the intersection of Precinct Line Road and (Highway 26) Grapevine Highway. Posted Elevation = 588.90

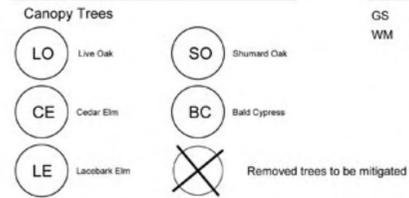
DESIGN: CLC
DRAWN: ASD
CHECKED: MAM
DATE: 9/29/2015

SHEET
SP-1

File No. 2014-044

DREW DONOSKY
 PLOTTED BY: 9/29/2015 10:31 AM
 LOCATION: Z:\PROJECTS\PROJECTS\2014-044 CRESTVIEW HURST\2015-000 CRESTVIEW HURST\PRELIM ENGINEERING\SP-1 SITE PLAN.DWG
 LAST SAVED: 9/18/2015 9:27 AM

TREE LEGEND



SHRUB LEGEND



PLANT LIST

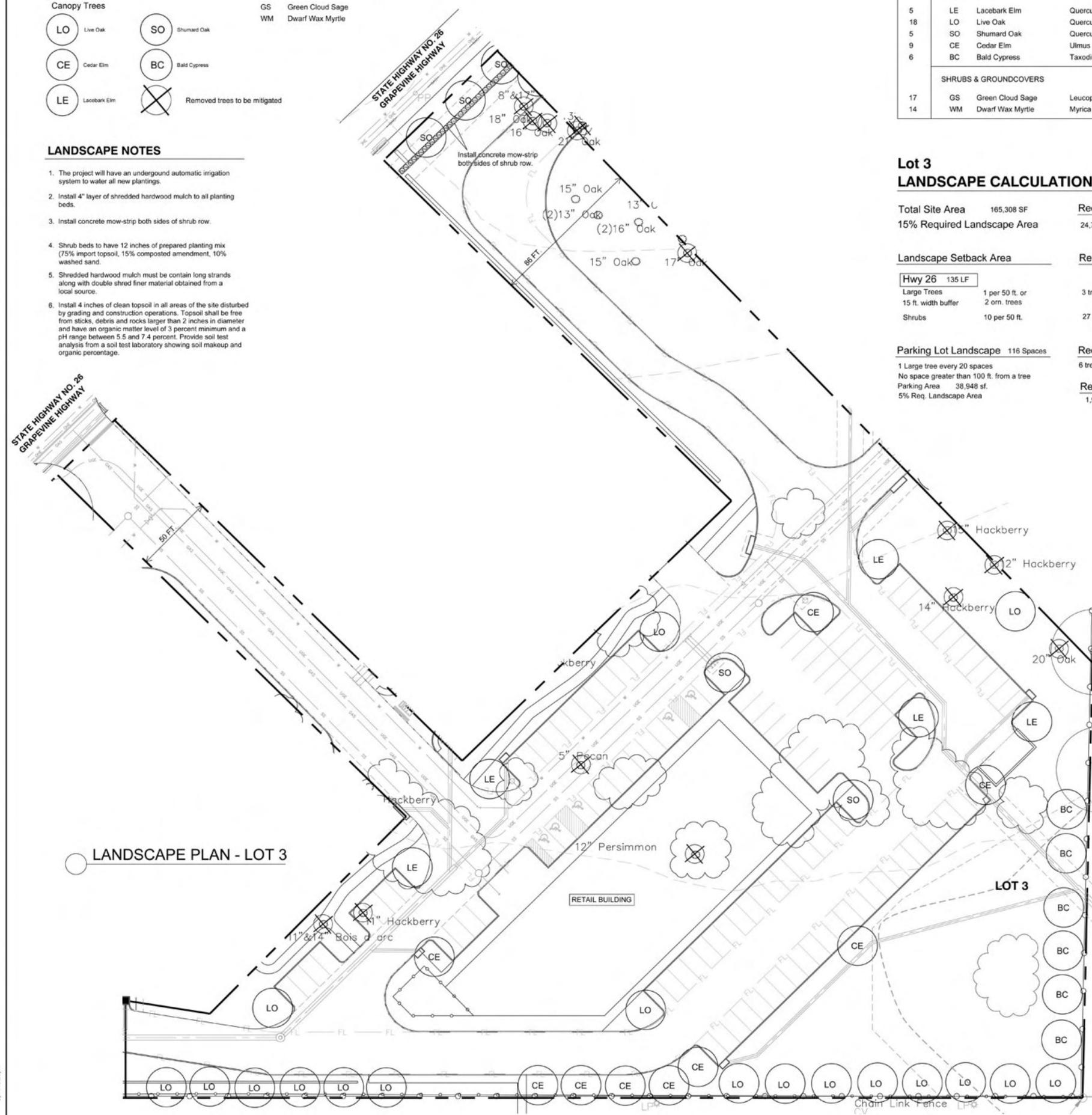
CANOPY TREES			
5	LE	Lacebark Elm	Quercus macrocarpa 3 1/2" cal. 65 gal. 11' ht. 5' spread
18	LO	Live Oak	Quercus virginiana 3 1/2" cal. 65 gal. 11' ht. 5' spread
5	SO	Shumard Oak	Quercus shumardii 3 1/2" cal. 65 gal. 11' ht. 5' spread
9	CE	Cedar Elm	Ulmus crassifolia 3 1/2" cal. 65 gal. 11' ht. 5' spread
6	BC	Bald Cypress	Taxodium distichum 3 1/2" cal. 65 gal. 11' ht. 5' spread
SHRUBS & GROUNDCOVERS			
17	GS	Green Cloud Sage	Leucophyllum frutescens 'Green Cloud' 5 gal. 36" oc
14	WM	Dwarf Wax Myrtle	Myrica pusilla 5 gal. 36" oc

site integration studio
 Landscape Architecture - Sustainable Site Planning - Natural Resource Design
John F. Murphy, ASLA
 6647 Oak Hill Blvd. Tyler, TX 75703
 john@site.com scott@site.com
 512.432.3822 - Mobile
 903.533.8998 - Tyler
 512.589.9564 - Austin
 www.site.com

GLAY MOORE ENGINEERING
 TEXAS PROFESSIONAL ENGINEERING LICENSE #117034
 1000 CHERRY PARKWAY, SUITE #1 COLLEVILLE, TX 77034

LANDSCAPE NOTES

- The project will have an underground automatic irrigation system to water all new plantings.
- Install 4" layer of shredded hardwood mulch to all planting beds.
- Install concrete mow-strip both sides of shrub row.
- Shrub beds to have 12 inches of prepared planting mix (75% import topsoil, 15% composted amendment, 10% washed sand).
- Shredded hardwood mulch must contain long strands along with double shred finer material obtained from a local source.
- Install 4 inches of clean topsoil in all areas of the site disturbed by grading and construction operations. Topsoil shall be free from sticks, debris and rocks larger than 2 inches in diameter and have an organic matter level of 3 percent minimum and a pH range between 5.5 and 7.4 percent. Provide soil test analysis from a soil test laboratory showing soil makeup and organic percentage.



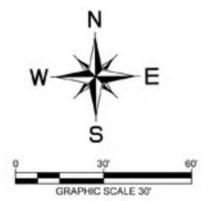
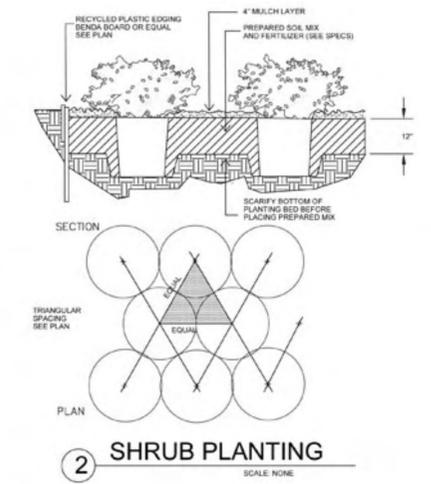
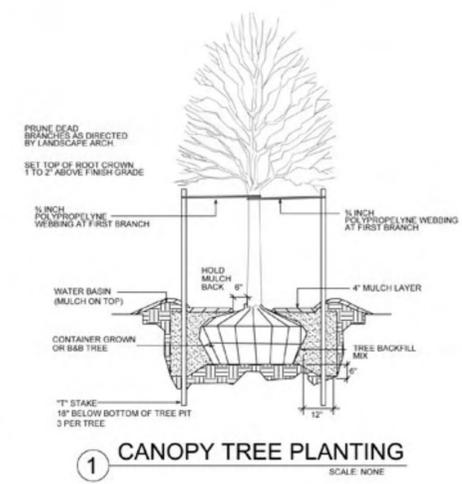
Lot 3 LANDSCAPE CALCULATIONS

	Required	Provided
Total Site Area	165,308 SF	
15% Required Landscape Area	24,796 SF	61,810 SF (37%)
Landscape Setback Area		
Hwy 26 135 LF		
Large Trees 15 ft. width buffer	1 per 50 ft. or 2 orn. trees	3 trees / 3 large
Shrubs	10 per 50 ft.	27 shrubs / 32 shrubs
Parking Lot Landscape 116 Spaces		
1 Large tree every 20 spaces	6 trees	13 trees
No space greater than 100 ft. from a tree		
Parking Area 38,948 sf.		
5% Req. Landscape Area	1,948 sf.	2,242 sf. (5.7%)

Lot 3 TREE MITIGATION

TYPE	INCHES REMOVED	Proposed Trees = 119"	Mitigation Required = 0"
Oak	92"		
Elm	0"		
Persimmon	12"		
Pecan	5"		
Total	109"		

LANDSCAPE PLAN - LOT 3



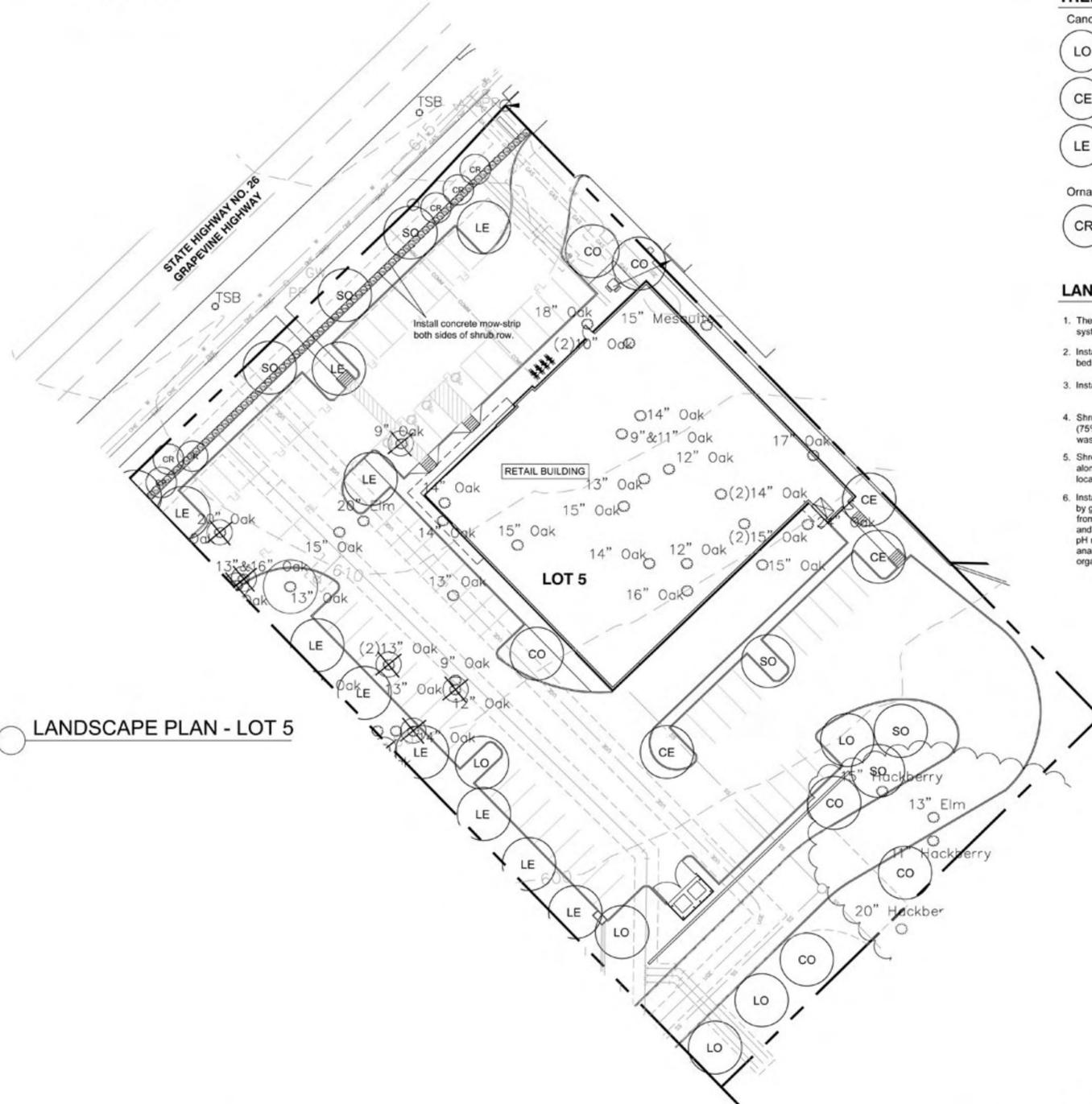
TCG HURST INVESTMENTS, LD
 GRAPEVINE HWY No. 26
 HURST, TX

LANDSCAPE PLAN

DESIGN	JFM
DRAWN	JFM
CHECKED	MAM
DATE	9/16/2015
SHEET	
L-1	

File No. 2014-044

PLOTTED BY SCOTTFULLWILLER 8/16/2015 10:15 AM
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 XREFS 12 PM
 IMAGES 177



LANDSCAPE PLAN - LOT 5

TREE LEGEND

- Canopy Trees**
- LO Live Oak
 - CO Chinquapin Oak
 - CE Cedar Elm
 - SO Shumard Oak
 - LE Lacebark Elm
 - Removed trees to be mitigated
- Ornamental Trees**
- CR Crapemyrtle

SHRUB LEGEND

- GS Green Cloud Sage
- WM Dwarf Wax Myrtle
- DB Dwarf Burford Holly

LANDSCAPE NOTES

- The project will have an underground automatic irrigation system to water all new plantings.
- Install 4" layer of shredded hardwood mulch to all planting beds.
- Install concrete mow-strip both sides of shrub row.
- Shrub beds to have 12 inches of prepared planting mix (75% import topsoil, 15% composted amendment, 10% washed sand).
- Shredded hardwood mulch must contain long strands along with double shred finer material obtained from a local source.
- Install 4 inches of clean topsoil in all areas of the site disturbed by grading and construction operations. Topsoil shall be free from sticks, debris and rocks larger than 2 inches in diameter and have an organic matter level of 3 percent minimum and a pH range between 5.5 and 7.4 percent. Provide soil test analysis from a soil test laboratory showing soil makeup and organic percentage.

PLANT LIST

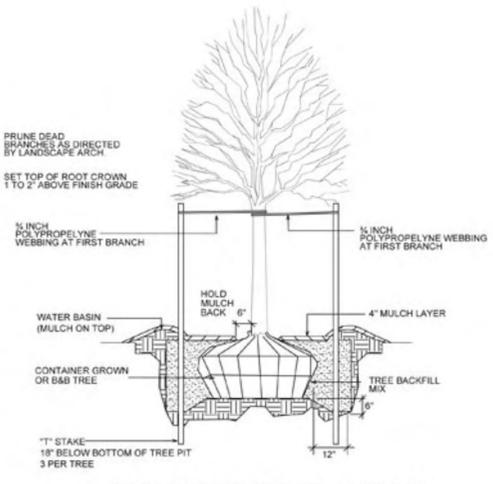
CANOPY TREES			
10	LE	Lacebark Elm	Quercus macrocarpa 3 1/2" cal. 65 gal. 11' ht. 5' spread
5	LO	Live Oak	Quercus virginiana 3 1/2" cal. 65 gal. 11' ht. 5' spread
6	SO	Shumard Oak	Quercus shumardii 3 1/2" cal. 65 gal. 11' ht. 5' spread
6	CO	Chinquapin Oak	Quercus muhlenbergii 3 1/2" cal. 65 gal. 11' ht. 5' spread
3	CE	Cedar Elm	Ulmus crassifolia 3 1/2" cal. 65 gal. 11' ht. 5' spread
ORNAMENTAL TREES			
6	CR	Crapemyrtle	Lagerstroemia indica 'Basham Pink' 45 gal. 8' ht. 3 trunk 3" cal. min.
SHRUBS & GROUNDCOVERS			
3	GS	Green Cloud Sage	Leucophyllum frutescens 'Green Cloud' 5 gal. 36" oc
22	WM	Dwarf Wax Myrtle	Myrica pusilla 5 gal. 36" oc
54	DB	Dwarf Burford Holly	Ilex cornuta 'Burfordii' nana 5 gal. 36" oc

Lot 5 LANDSCAPE CALCULATIONS

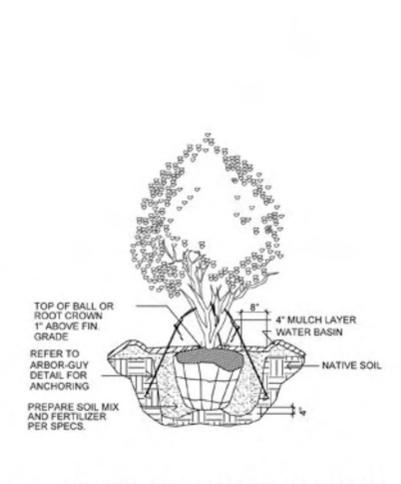
	Required	Provided
Total Site Area	81,077 SF	
15% Required Landscape Area	12,162 SF	21,338 SF (26%)
Landscape Setback Area		
Hwy 26 225 LF		
Large Trees 1 per 50 ft. or 15 ft. width buffer	25 trees	3 large + 6 orn. trees
Shrubs 10 per 50 ft.	45 shrubs	79 shrubs
Parking Lot Landscape 73 Spaces		
1 Large tree every 20 spaces	4 trees	10 trees
No space greater than 100 ft. from a tree		
Parking Area 31,930 sf.		
5% Req. Landscape Area	1,597 sf.	2,085 sf. (6.5%)

Lot 5 TREE MITIGATION

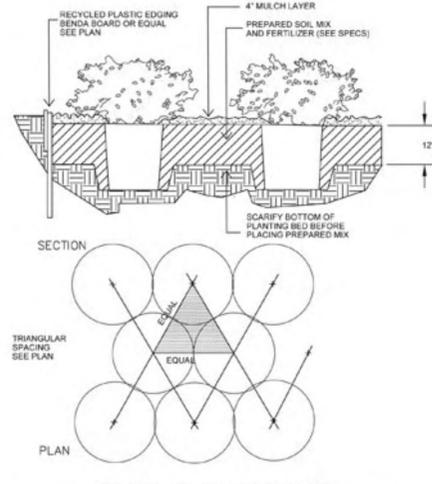
TYPE	INCHES REMOVED	Proposed Trees
Oak	102"	30 trees - 3.5" cal. = 105"
Elm	0"	
Persimmon	0"	
Pecan	0"	
Total	102"	



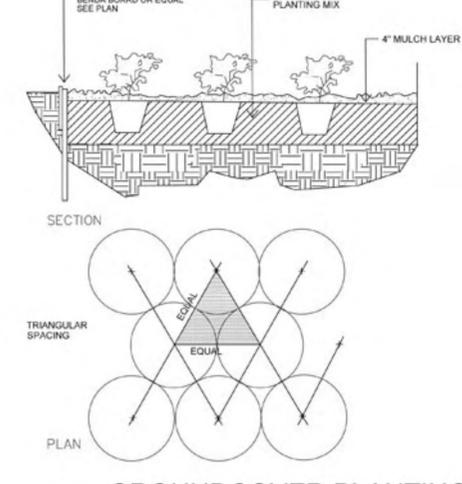
1 CANOPY TREE PLANTING SCALE: NONE



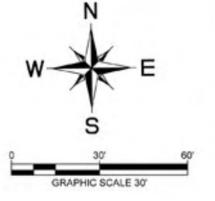
2 MULTI-TRUNK PLANTING SCALE: NONE



3 SHRUB PLANTING SCALE: NONE



4 GROUNDCOVER PLANTING SCALE: NONE



TCG HURST INVESTMENTS, LD
GRAPEVINE HWY No. 26
HURST, TX

LANDSCAPE PLAN
LOT 5

DESIGN: JFM
DRAWN: JFM
CHECKED: MAM
DATE: 10/8/2015

SHEET
L-1

EXHIBIT D



REAR PERSPECTIVE
NOT TO SCALE



ENTRY PERSPECTIVE
NOT TO SCALE

ve
architectu
1335 elati st, ur
denver, co 8020
t: 303.872.0487
c: 720.841.730
f: 480.275.3797

SPECIALTY GROCER
VTXHT

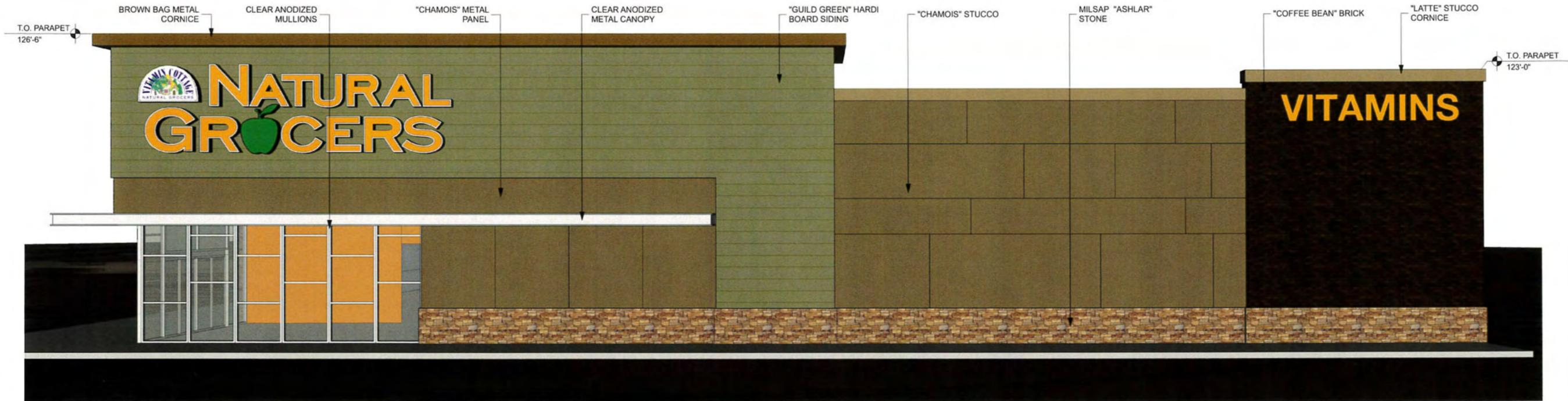
sheet title
CONCEPT
PERSPECTIVE

dp

app
dp

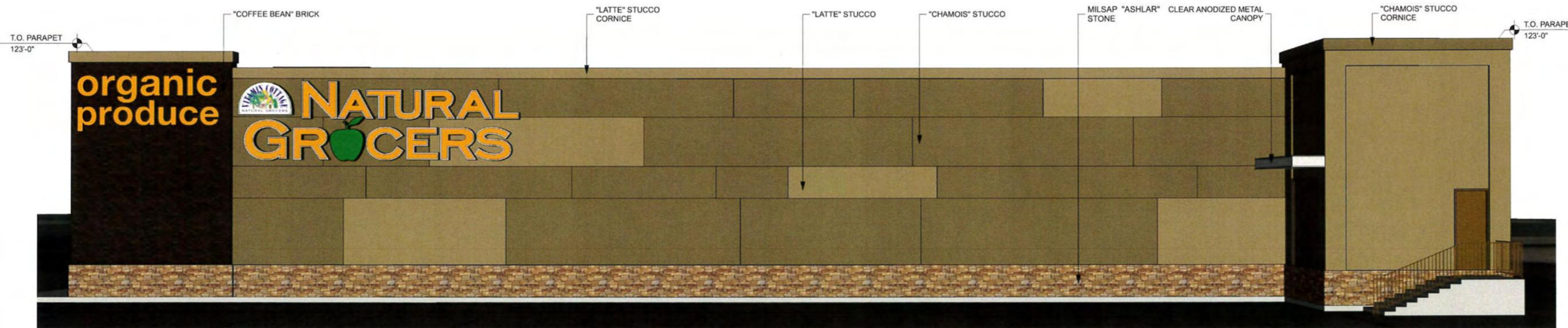
A-4

EXHIBIT E



WEST ELEVATION

NOT TO SCALE



SOUTH ELEVATION

NOT TO SCALE

ve
 architectu
 1335 elati st, ur
 denver, co 802
 t: 303.872.0487
 c: 720.841.730
 f: 480.275.3797

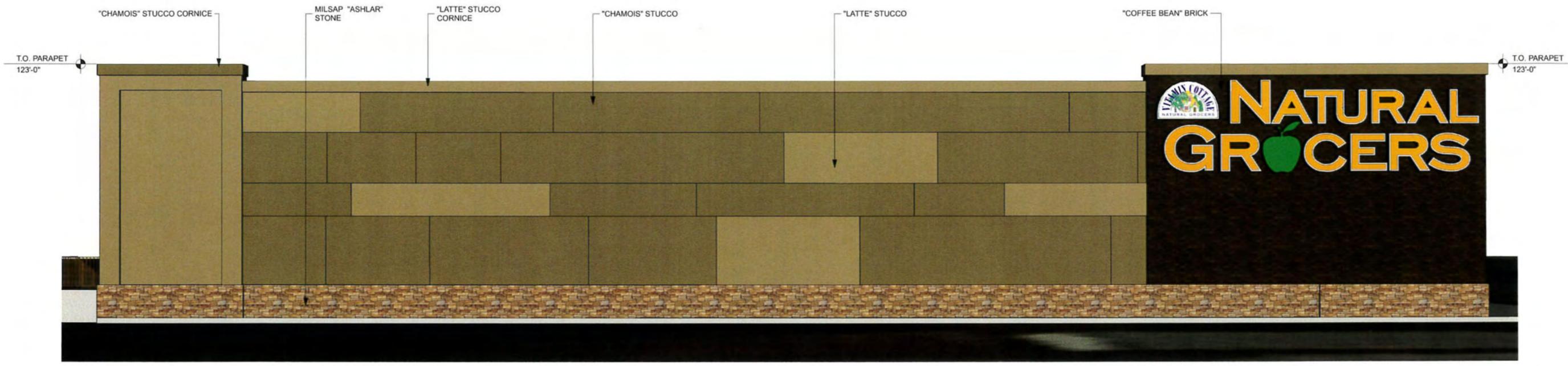
SPECIALTY GROCER
 VTXHT



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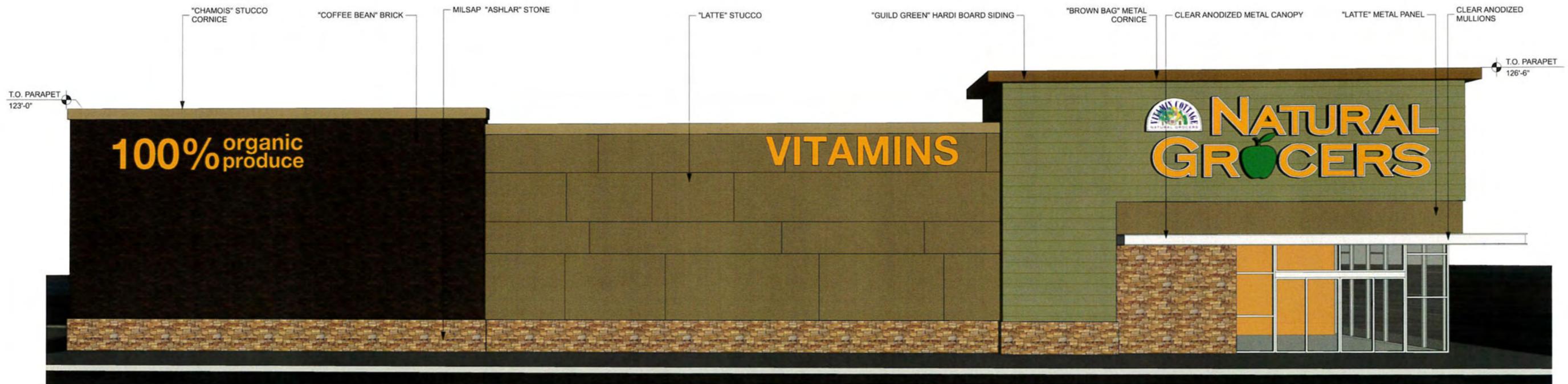
dp
 app
 dp

A-3



EAST ELEVATION
NOT TO SCALE

EXHIBIT F



NORTH ELEVATION
NOT TO SCALE

VE
architect
1335 elati st, u
denver, co 802
t: 303.872.048
c: 720.841.730
f: 480.275.379

SPECIALTY GROCER
VTXHT

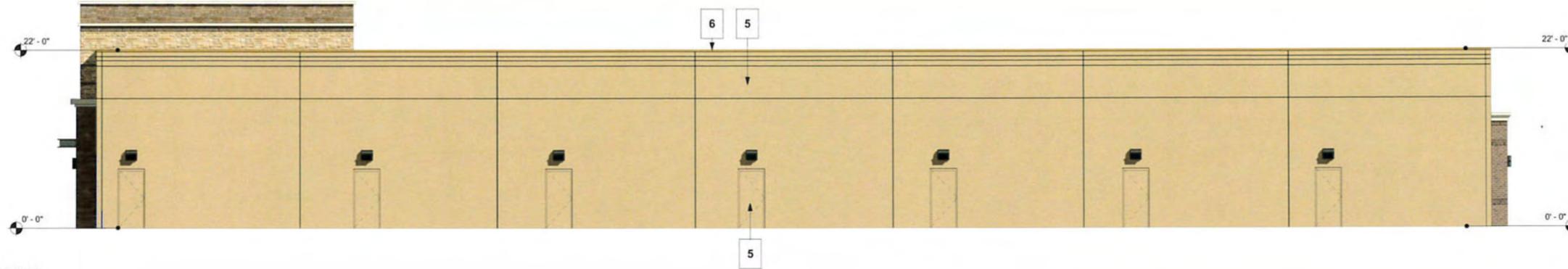
sheet title
CONCEP
ELEVATI

dp

app dp

A-2

EXHIBIT G



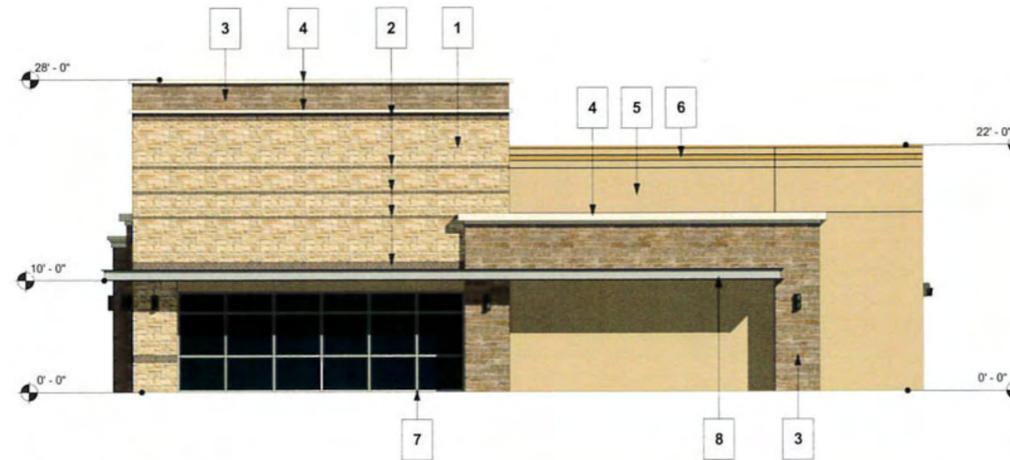
5 SOUTH
1/8" = 1'-0"



3 NORTH ELEVATION
1/8" = 1'-0"



1 WEST COLOR
1/8" = 1'-0"



2 EAST COLOR
1/8" = 1'-0"

FINISH SCHEDULE

MASONRY:

- 1. OLDCASTLE CUSTOM STONE SUPPLY "MILSAP" CHOPPED AND ASHLAR, GROUT - LAFARGE
- 2. BLACKSON "COFFEE BEAN" MODULAR BRICK, GROUT - LAFARGE "CANYON BROWN"

TILE:

- 3. DAL TILE COLORBODY PORCELAIN "SW03 AUTUMN WOOD"

COLOR:

- 4. SW6105 "DIVINE WHITE" AT EIFS ACCENT CORNICE AND TRIM, METAL COPING TO MATCH
- 5. SW6108 "LATTE" AT TEXTURED CONCRETE TILT PANEL, REAR DOORS TO MATCH
- 6. SW6131 "CHAMOIS" AT TEXTURED CONCRETE TILT PANEL ACCENT, METAL COPING TO MATCH

STOREFRONT:

- 7. CLEAR MILL ANODIZED ALUMINUM FINISH

TRIM:

- 8. GALVALUME (CANOPIES, BEAMS)

City Council Staff Report

SUBJECT: Consider Ordinance 2304 amending Chapter 10 Article IV NUISANCES of the City of Hurst Code of Ordinances, by the amending Section 10-78 Definitions adding "NUISANCE TARP", and the addition of 10-81.5 "STAGNANT WATER"; and amending Section 10-80 "HIGH WEEDS AND GRASS"

Supporting Documents:

Ordinance 2304

Meeting Date: 11/10/2015

Department: Development

Reviewed by: Steve Bowden

City Manager Review:

Background/Analysis:

The City of Hurst adopted the nuisance ordinance in 2006. The ordinance has been a very effective tool to maintain the quality and integrity of our neighborhoods. Since 2006, many cities have adopted similar ordinances, which include some definitions and sections that would be a benefit to the City of Hurst.

The proposed amendments to Chapter 10 include the definition of a "Nuisance Tarp", which will require tarps and car covers to be maintained in good condition.

Section 10-81.5 "Stagnant Water" will be added to require standing water, ponds, and pools to be maintained in a sanitary condition and will provide methods to abate the nuisance.

Section 10-80 "High Weeds and Grass" will be amended to require wildflowers to be mowed after seeding, and require grass over 48 inches to be immediately abated if there is an immediate danger to health, life, or safety of any person.

Funding and Sources:

There is no fiscal impact.

Recommendation:

The Neighborhood Community Advisory Committee met on Thursday, May 28 , 2015, and voted 6-0 to recommend approval of amending Chapter 10 Article IV Nuisances as presented.

ORDINANCE 2304

AN ORDINANCE AMENDING CHAPTER 10 OF THE CITY OF HURST CODE OF ORDINANCES, AS AMENDED, BY THE ADDITION TO SECTION 10-78 DEFINITIONS “NUISANCE TARP”, AND THE ADDITION OF 10-81.5 “STAGNANT WATER”; AND AMENDING SECTION 10-80 HIGH WEEDS AND GRASS; PROVIDING DEFINITIONS; PROVIDING PROCEDURES FOR ABATEMENT, PROVIDING A SEVERABILITY CLAUSE; PROVIDING A FINE OF UP TO \$200.00 FOR EACH OFFENSE IN VIOLATION OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Hurst, Texas, has determined that the accumulation of ponding, standing, stagnant or non-maintained water may be a health hazard, and a nuisance; and

WHEREAS, the City Council has determined that maintaining the integrity of our neighborhoods is vital to all residents of the City; and

WHEREAS, the City Council of the City of Hurst, Texas recognizes the hazard of tree branches over-hanging the right-of-way and the damage and danger they may cause for service vehicles; and

WHEREAS the City Council has adopted ordinances regulating nuisances; and all statutory and constitutional requirements for the passage of this Ordinance have been adhered to, including but not limited to the Texas Open Meeting Act; and

WHEREAS, the City Council determines that the passage of this ordinance is in the best interests of the health, safety, and welfare of the public.

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

SECTION 1.

That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference.

SECTION 2. 10-78, DEFINITIONS

Nuisance Tarp- means material used for screening from view a vehicle, boat, trailer, or other items that is torn, defective or worn.

SECTION 3. 10-81.5, "STAGNANT WATER"

- (a) It shall be unlawful and considered a public nuisance for any person, owning, leasing, or occupying real property within the City of Hurst, to fail to remove the accumulation or ponding of standing, stagnant, or not maintained water thereon or permit the same to remain, which may harbor or be a breeding ground for mosquitoes, flies, or other pest, or which may cause a foul odor, or adversely impact the public health and safety by any means. Accumulations should not exceed a forty-eight hour period under normal rainfall conditions as described by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Weather Service (NOAA).
- (b) A finding by a code enforcement officer or inspector of the City of Hurst shall constitute prima facie evidence that standing, stagnant, or not maintained water is conducive to the breeding or harboring of mosquitoes or other insects. Potential tools to make this finding may include measures of water turbidity, the presence of excessive organic matter in water, the presence of foul odor, visually apparent algae growth, or the presence of mosquitoes, flies, or other pest. The presence of mosquito larva is not required for standing, stagnant, or unmaintained water to be classified as a public nuisance.
- (c) It shall be unlawful for any person, owner, agent, occupant or anyone having supervision or control of real property within the city to maintain a public nuisance as determined under this section.
- (d) It shall be the duty of said persons to abate nuisances in this article by:
 - (1) Draining, filling or re-grading any lots, ground, or yards which have standing or stagnant water thereon; or
 - (2) Treating the area with material, either natural or man-made that will eliminate any offensive odor and render the area harmless to the public health and eliminate the potential breeding ground for mosquitos, flies, and other pest.
- (e) It shall be the duty of said persons to maintain items that are capable of collecting water, including but not limited to birdbaths, fountains, reflecting pools or ponds, private or semi-private swimming pools or other items so that they cannot harbor or be a breeding ground for mosquitoes, flies, or other pests or which may adversely impact the public health and or create an odor nuisance.
- (f) Whenever such a public nuisance is found to exist within the City, the City may pursue issuing a notice of violation to the person or persons in violation of this section. If the violation is not abated with seven (7) calendar days, the City Code Enforcement Officer may treat and/or drain the target area and invoice and/or place a lien on said property to abate the nuisance.
- (g) An offense under this section is a misdemeanor punishable by fine not to exceed two hundred dollars (\$200.00) for each offense.
- (h) Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 4:10-80 HIGH WEEDSAND GRASS

- (1) It shall be unlawful for any person owning, claiming, or occupying or having supervision or control of any real property, occupied or unoccupied to fail to remove or mow wildflowers after such time as seeds have matured following the final blooming of the majority of plants, or native grasses after such time as the majority of a species have gone dormant.
- (2) The City, as authorized by law, may go upon a property and do or cause to be done the work necessary to obtain compliance with this article without notice when:
 - (a) Grass or weeds have grown in excess of forty-eight (48) inches; and
 - (b) Are an immediate danger to health, life, or safety of any person.
- (3) No later than the tenth day after the City causes the work to be done under this section, the City shall give notice to the property owner in the manner required by article 10-83 of this chapter.

SECTION 5. 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; provided, however, that the ordinance or ordinances under which the cases currently filed and pending in the Municipal Court of the City of Hurst, Texas, shall be deemed repealed only when all such cases filed and pending under such ordinance or ordinances have been disposed of by a final conviction or a finding not guilty or nolo contendere, or dismissal.

SECTION 6. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Hundred Dollars (\$200.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 7. If any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 8. 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 public creates an emergency which requires that this ordinance become effective from and after the date of its passage, and it is accordingly so ordained.

SECTION 9 .This ordinance shall be in full force and effect after its passage and publication as required by law, and it is so ordained.

AND IT IS SO ORDERED.

Passed on the first reading on the 27th day of October 2015 by a vote of 6 to 0.

Approved on the second reading on the 10th day of November 2015 by a vote of ___ to ___.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Richard Ward, Mayor

APPROVED AS TO FORM:

City Attorney

City Council Staff Report

SUBJECT: Approval to authorize the city manager to purchase (15) fifteen vehicles and (1) tractor with Buy Board and Tarrant County contract pricing

Supporting Documents:

Meeting Date: 11/10/2015
 Department: Fleet Services
 Reviewed by: JJ
 City Manager Review:

Background/Analysis:

Funding has been approved in the FY 2015-2016 budget for the purchase of replacement vehicles to be utilized by the Police, Parks, Fleet, Building Inspections, Streets and Engineering Departments. This purchase includes (15) fifteen vehicles and (1) tractor: Three (3) Chevrolet Tahoes, Police; three (3) Chevrolet Caprice sedans, Police; two (2) Chevrolet Impalas, Police CID; one (1) Chevrolet C-1500 unmarked pickup, Police CID; one (1) Ford F-350 with dump body, Parks; (1) Chevrolet C-2500 pickup, Fleet; two (2) Chevrolet C-1500 SWB pickups, BINS and Streets; two (2) Chevrolet C-1500 pickups, Engineering; and one (1) John Deere 210L tractor loader with box blade for Parks. All equipment to be purchased with contract pricing using Buy Board and Tarrant County Contract.

Funding and Sources:

Funding is available for the equipment in FY 2015-2016 budget.

Recommendation:

Staff recommends City Council authorize the city manager to purchase (15) fifteen vehicles and (1) tractor from approved vendors Caldwell County Chevrolet, Reliable Chevrolet, Silsbee Ford, and RDO Equipment Co., for a total amount of \$468,927.86.

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into an Engineering Services Contract with Freese and Nichols, Inc. for engineering services for 2015 Water and Wastewater Impact Fee Update Study

Supporting Documents:

Contract Agreement
 Exhibit A - Scope of Services
 Exhibit B – Detailed Cost Breakdown

Meeting Date: 11/10/2015
 Department: Public Works
 Reviewed by: Ron Haynes
 City Manager Review:

Background/Analysis:

The City of Hurst last updated the Impact Fee Study with the Capital Improvement Plan for the Water and Wastewater Systems in 2009. State Local Government Code in Section 395.052 requires this study to be updated every five years. Staff is recommending the City retain Freese and Nichols, Inc. (FNI) to do the update since they did the last two update studies in 2004 and 2009 and have all the recent past history concerning the City's impact fee program. The cost for the update to the Impact Fee Study is \$51,305.

Funding and Sources:

Funds of \$51,305 are available for use from the Water and Sewer Impact Fee fund. The use of the impact fees collected for engineering services concerning the study update is a legal use of the fees.

Recommendation:

Staff recommends that City Council authorize the city manager to execute the Engineering Services Contract with Freese and Nichols, Inc., for the 2015 Water and Wastewater Impact Fee Update Study for a total fee not to exceed \$51,305.00.

- B. Payments shall also include Direct Non-Labor Expenses which, in general, include expenses for supplies, transportation, equipment, travel, communication, subsistence and lodging away from home, and similar incidentals.

The Direct Non-Labor expenses shall be reimbursable at actual invoice cost plus 10%, except for living and travel expenses when away from the home office on business connected with the Project. All travel outside of the Dallas/Fort Worth Metropolitan Area to be made, which are reimbursable at actual invoice cost, by the Engineer in connection with the Project must first be approved in writing by the City's Engineer.

- C. Subcontractor cost shall be reimbursed at the actual invoice cost plus 10%.
- D. Engineer shall submit itemized monthly statements for Services, Direct Non-Labor Expenses, and for Subcontractors Costs incurred. City shall make payments in the amount shown by the Engineer's monthly statements and other documentation submitted, and no interest shall ever be due on late payments.
- E. Payments for expenses, costs, and services, in PART ONE, described in Article 3, shall not exceed \$45,905.
- F. Payments for expenses, costs, and services, in PART TWO, described in Article 3, shall not exceed \$5,400.
- G. Total payments for direct non-labor expenses, costs, and services, described in Article 3, shall not exceed \$51,305.
- H. Nothing contained in this article shall require City to pay for any work which is unsatisfactory as reasonably determined by the Director or which is not submitted in compliance with the terms of this Contract. City shall not be required to make any payments to the Engineer when the Engineer is in default under this Contract; nor shall this paragraph constitute a waiver of any right, at law or in equity, which City may have if the Engineer is in default, including the right to bring legal action for damages or for specific performance of this Contract, nor shall it constitute a waiver of any right, at law or in equity, which Engineer may have to bring legal action for payment when Engineer believes it was not under such default and is owed fees under the terms of this agreement.

5. OWNERSHIP OF DOCUMENTS

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

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

6. SERVICES BY CITY

City shall provide the following services under this Contract:

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

7. COMPLETION SCHEDULE

The services furnished by the Engineer under this Contract will be completed in accordance with the following: FNI will deliver the final Impact Fee Report within 6 months from the notice to proceed.

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

8. NOTICE TO PROCEED

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

9. TERMINATION OF CONTRACT

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

10. **RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

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

11. **EQUAL EMPLOYMENT OPPORTUNITY**

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

12. **AMENDMENTS**

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

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

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

14. **RIGHT OF REVIEW**

Engineer agrees that City may review any and all of the work performed by Engineer under this Contract. City if hereby granted the right to audit at City's election, all of the Engineer's records and billings related to the performance of this contract. Engineer agrees to retain

such records for a minimum of three (3) years following completion of this contract.

15. CONFLICT OF INTEREST

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

16. CONTRACT PERSONAL

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

17. NOTICES

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

If intended for Hurst, to:

Gregory W. Dickens

Contact Person

City Engineer

Title

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

If intended for Engineer, to:

Jessica Brown

Contact Person

Principal

Title

Freese and Nichols, Inc.

Firm Name

4055 International Plaza, Suite 200

Address

Fort Worth, Texas 76109-4895

City, State, Zip Code

817-735-7406

Telephone No.

18. INDEPENDENT CONTRACTOR

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

19. **INDEMNITY**

Engineer agrees to defend, indemnify, and hold City whole and harmless against claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, error or omission of Engineer, or any agent, servant, or employee of Engineer in the execution or performance of this Contract, without regard to whether such persons are under the direction of City agents or employees.

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

20. **INSURANCE**

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

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

21. **VENUE**

The obligations of the parties to this Contract are performable in Tarrant County, Texas; and if legal action is necessary to enforce it, exclusive venue shall lie in Tarrant County, Texas.

22. **APPLICABLE LAWS**

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

23. **GOVERNING LAWS**

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

24. **LEGAL CONSTRUCTION**

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

25. **PUBLISHED MATERIAL**

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

26. **CAPTIONS**

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

27. **SUCCESSORS AND ASSIGNS**

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

28. **ENTIRE AGREEMENT**

This Contract (page 1 thru 7, Exhibit A and B) embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract, and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Contract.

IN WITNESS WHEREOF, the parties hereby have executed this agreement in triplicate originals on this date, the ____ day of _____, 2015.

Freese and Nichols, Inc.

CITY OF HURST

Firm Name



Signature

City Manager

Principal

Title

Director of Public Works

4055 International Plaza, Suite 200

APPROVED AS TO FORM:

Address



Fort Worth, Texas 76109-4895

City Attorney

City, State, Zip Code

EXHIBIT A
WATER AND WASTEWATER IMPACT FEE STUDY
SCOPE OF SERVICES
CITY OF HURST

PART 1: BASIC SERVICES

Task A. Develop Land Use Assumptions and Capital Improvement Plan

- A1. Project Kickoff Meeting & Meet with City's Planning Department to Discuss Existing & Future Land Use: FNI will meet with Hurst to review scope and schedule of the project and critical project milestones. FNI will present a memorandum outlining data needed for the water and wastewater impact fee study. FNI will meet with the City's Planning Department to discuss existing and future land use to utilize in developing land use assumptions.
- A2. Develop Impact Fee Land Use Assumptions: FNI will meet with the City to discuss the current and projected NCTCOG population and employment projections by traffic survey zone (TSZ) and update as necessary for 10-year conditions. FNI will use data developed by the City and ongoing developments to develop land use assumptions.
- A3. Water Demands and Wastewater Flows: FNI will obtain and evaluate historical water usage and wastewater flow data for the last five years to develop trends and update per-capita consumption volumes and peaking factors. FNI will develop water demand and wastewater flow projections for existing and 10-year conditions using the land use assumptions, population projections, selected per-capita rates, and peaking factors.
- A4. Identify Existing Water & Wastewater Improvements Eligible for Impact Fees: FNI will review recently completed water and wastewater improvements over the last 5 years and determine which projects are eligible for future cost recovery from growth.
- A5. Identify Proposed Water & Wastewater Improvements Eligible for Impact Fees: FNI will review the City's Water and Wastewater Master Plans to determine impact fee eligible projects. CIP costs will be updated to 2015 dollars. No additional CIP projects will be generated by this study. Maps will be prepared showing the existing and proposed water and wastewater capital improvement plan projects included in the impact fee calculation.
- A6. Meet with Hurst to Review Existing & Proposed Water and Wastewater Projects Eligible for Impact Fee Analysis: FNI will meet with the City to review existing and proposed water and wastewater system improvements identified to be included in the impact fee analysis.

Task B. Water and Wastewater Impact Fee Analysis

- B1. Conduct Water and Wastewater Impact Fee Capacity Analysis for Existing Recently Completed Capital Improvement Projects for 10-year Projected Growth: FNI will evaluate existing completed projects for remaining capacity for impact fee cost recovery for 10-year projected growth.
- B2. Conduct Water and Wastewater Impact Fee Capacity Analysis for New Capital Improvement Projects: FNI will evaluate new water and wastewater improvements for eligible capacity for impact fee cost recovery for 10-year projected growth.
- B3. Calculate Water and Wastewater Costs Eligible for Impact Fee Cost Recovery: FNI will utilize the capacity analysis and capital project costs to calculate percentage of project cost eligible for impact fee cost recovery.

- B4. Conduct Financial Analysis of Water and Wastewater Capital Improvement Plans to Determine Eligible Financing Costs for Inclusion into Impact Fee Calculations: FNI will project financing costs for Water and Wastewater Capital Improvement Plans based on proposed phasing program that are eligible for inclusion into impact fee calculations.
- B5. Develop Service Unit Equivalent (SUEs) for Water and Wastewater Systems: FNI will utilize equivalent capacity of water and wastewater meters to establish the service unit equivalents (SUEs) required in Chapter 395 of the Local Government Code for both existing and 10-year growth conditions.
- B6. Calculate Maximum Allowable Water and Wastewater Impact Fees: FNI will develop maximum allowable water and wastewater impact fees using existing and proposed capital improvement costs to support 10-year growth based on projected increase in SUEs. FNI will assume a 50% credit in lieu of performing a credit analysis for calculating the maximum allowable impact fee. FNI will not perform any credit calculations other than the 50% credit.
- B7. Develop Draft Water and Wastewater Impact Fee Report and Meet with City to Present Results: FNI will prepare a Draft Water and Wastewater Impact Fee Report showing land use assumptions, water and wastewater impact fee eligible capital improvement costs, and maximum allowable water and wastewater impact fees and meet with City Staff to review results. FNI will provide up to three (3) hardcopies and one (1) electronic PDF copy of the draft report for the City's review. FNI will prepare up to twenty (20) hardcopies of the revised draft report for submittal to the Advisory Committee and City Council.
- B8. Prepare Presentation for Advisory Committee on LUA, CIP & Impact Fees: FNI will prepare a draft presentation for the Advisory Committee reviewing land use assumptions, the water and wastewater impact fee capital improvement plans and the impact fee calculations. FNI will submit a PowerPoint electronic version of the presentation to the City for comment. The City shall provide comments to FNI, and FNI will submit the final presentation to the City in a PowerPoint electronic file.
- B9. Finalize Impact Fee Study: FNI will prepare a final Water and Wastewater Impact Fee Study Report and deliver ten (10) hardcopies to the City. FNI will also provide to the City the electronic files for the impact fee calculations (percent utilization tables in Excel format), the Word file of the report and one electronic PDF copy of the final Impact Fee Study report.

PART 2: SPECIAL SERVICES

Special Services Shall Include:

1. Additional Meetings: FNI will attend two (2) Advisory Committee meetings and one (1) City Council meeting. FNI will present LUA, CIP and Impact Fee Analysis to the Advisory Committee and at the public hearing with City Council.

Exhibit B

City of Hurst WATER AND WASTEWATER IMPACT FEE STUDY 6-Oct-15 Detailed Cost Breakdown		Project Fee Summary	
Basic	\$	45,905	
Special	\$	5,400	
Total Project	\$	51,305	

Phase	Task	Employee	Jessica Brown	Cullen Carlson	Sherne Hubble	Kim Thorne	Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort			
Basic Services														
A	1	Project Kickoff Meeting & Meet with City's Planning Department to Discuss Existing & Future Land Use	4	4			8	\$ 1,584	\$ 202	\$ -	\$ 1,786			
A	2	Develop Impact Fee Land Use Assumptions	4	12	6		22	\$ 3,360	\$ 187	\$ -	\$ 3,547			
A	3	Water Demands and Wastewater Flows	2	8			10	\$ 1,705	\$ 85	\$ -	\$ 1,790			
A	4	Identify Existing Water & Wastewater Improvements Eligible for Impact Fees	4	8			12	\$ 2,193	\$ 157	\$ -	\$ 2,350			
A	5	Identify Proposed Water & Wastewater Improvements Eligible for Impact Fees	6	12	2		20	\$ 3,475	\$ 170	\$ -	\$ 3,645			
A	6	Meet with Hurst to Review Existing & Proposed Water and Wastewater Projects Eligible for Impact Fee Analysis	4	4			8	\$ 1,584	\$ 155	\$ -	\$ 1,739			
B	1	Conduct Water and Wastewater Impact Fee Capacity Analysis for Existing Recently Completed Capital Improvement Projects for 10-year Projected Growth	4	8			12	\$ 2,193	\$ 102	\$ -	\$ 2,295			
B	2	Conduct Water and Wastewater Impact Fee Capacity Analysis for New Capital Improvement Projects	4	16			20	\$ 3,410	\$ 170	\$ -	\$ 3,580			
B	3	Calculate Water and Wastewater Costs Eligible for Impact Fee Cost Recovery	4	8		2	14	\$ 2,402	\$ 119	\$ -	\$ 2,521			
B	4	Conduct Financial Analysis of Water and Wastewater Capital Improvement Plans to Determine Eligible Financing Costs for Inclusion into Impact Fee Calculations	4	8			12	\$ 2,193	\$ 157	\$ -	\$ 2,350			
B	5	Develop Service Unit Equivalent (SUES) for Water and Wastewater Systems	4	8			12	\$ 2,193	\$ 102	\$ -	\$ 2,295			
B	6	Calculate Maximum Allowable Water and Wastewater Impact Fees	4	8			12	\$ 2,193	\$ 102	\$ -	\$ 2,295			
B	7	Develop Draft Water and Wastewater Impact Fee Report and Meet with City to Present Results	16	24	12	4	56	\$ 9,087	\$ 775	\$ -	\$ 9,862			
B	8	Prepare Presentation for Advisory Committee on LUA, CIP & Impact Fees	4	6	2		12	\$ 2,074	\$ 102	\$ -	\$ 2,176			
B	9	Finalize Impact Fee Study	4	12	4	2	22	\$ 3,383	\$ 291	\$ -	\$ 3,674			
Total Basic Services Hours								72	146	26	8	43,029	\$ 2,876	\$ 45,905

City Council Staff Report

SUBJECT: Approval to authorize the city manager to enter into a Contract for Citywide Facility Maintenance, Renovations, Additions, and Miscellaneous Construction Tasks

Supporting Documents:

Meeting Date: 11/10/2015
 Department: Community Services
 Reviewed by: Allan Heindel
 City Manager Review:

Background/Analysis:

The City has had continued success with annual maintenance contracts for mowing, irrigation, electrical work, HVAC repair/replacement and cleaning facilities. The contracting of time, material repair, and remodeling of all City facilities allows the City to utilize a professional contractor that possesses the necessary experience and equipment for these services. In addition, it alleviates the City from costly, dangerous and labor-intensive work, while allowing a private contractor to supply this particular service in a more efficient manner and on an as needed basis. At this time, the agreement for citywide facility maintenance, renovations, additions, and miscellaneous construction tasks has expired.

The City of Plano has a contract with Falkenberg Construction Company, Inc. for services, including facility maintenance, renovations, additions, and miscellaneous construction tasks throughout the City. The City of Hurst is a member of the Innovative Group National Purchasing Alliance (IGNPA). As a member, the City of Hurst has cooperative purchasing agreements with other cities who are also members of the IGNPA. Substantial cost savings can be obtained through these purchasing agreements. Since the City of Plano is a member of the IGNPA, the City of Hurst would like to use their existing facility maintenance, time, and material repair and remodeling price agreement with Falkenberg Construction Company, Inc., for services including facility maintenance, renovations, additions, and miscellaneous construction tasks throughout the City.

Funding and Sources:

Facility Services and other divisions will utilize this contract for services depending upon the number of projects and approved budgets. Based on past trends and the various FY 2015-16 Operating and Project Budgets, approximately \$125,000 has been identified for this service.

Recommendation:

It is recommended that the City Council authorize the city manager to enter into an annual Contract with Falkenberg Construction Company, Inc. for services including facility maintenance, renovations, additions, and miscellaneous construction tasks, throughout the City, with an option to renew for three additional twelve month periods.

City Council Staff Report

SUBJECT: SP-15-12 The Shops at Hurst, a site plan revision for Lots, 1-5, Block 1, Shops at Hurst Addition, being 9.29 acres located at 704-760 W. Pipeline Road

Supporting Documents:

Area map
 Legal notice
 Ownership data
 Site plan – Exhibit A
 Landscape plan - Exhibit B & C
 Building elevations - Exhibits D-G
 Sign elevations – Exhibit H

Meeting Date: 11/10/2015
 Department: Development
 Reviewed by: Steve Bowden
 City Manager Review:

Background/Analysis:

An application has been made by Hurst One, LLC, for a site plan revision on Lots 1-5, Block 1, Shops at Hurst Addition, being 9.29 acres located at 704-760 W. Pipeline Road.

The original site plan for this development was approved in October 2014. The site plan showed the fuel station on the southwest corner of the property. However, there is a deed restriction on this corner restricting fuel sales that the developer was not aware of. The developer is requesting to locate the fuel station on the southeast corner of the property and will pursue a retail/restaurant development for the vacant corner lot. The southeast corner of Forest Oaks and Pipeline is not part of this development.

There are no changes planned to the access drives for the development. The two (2) retail shells and Neighborhood Walmart are not impacted by this building relocation. There are no proposed changes to the screening or buffer-yard adjacent to the residential homes.

This Walmart will be one of two new concept test stores that they are rolling out in the next few months. The company specifically selected Hurst due to its proximity to local competition and because it is centrally located in the North Texas/DFW market. Walmart has submitted new building elevations for the store and fuel station. The prototype is designed to attract customers who seek organic and fresh groceries. The interior design of the store will also change. The store will also feature an online

service that allows the customer to order and have groceries delivered to their car. In order to accommodate the extra warehouse space needed for online ordering, the building will be expanded by 1,184 sq. ft. for a total of 43,366 sq. ft. The applicant will relocate a compactor from the rear of the building to add to the new area.

The Walmart elevation features the same building materials, but the color palette will change. The proposed elevation has large Nichiha panels in orange as an accent wall, with a fresh produce graphics on the front elevation. The store will also have bright green accents along the storefront and pharmacy. The gas canopy will have masonry clad columns and a standing seam metal roof in bright green.

The applicant is requesting to add an "open 24 hours" building sign that has 15 square feet of sign area to the front elevation. There are no other changes proposed on the building signage.

The applicant is also requesting to add an LED gas price sign on each multi-tenant monument sign. The sign on Pipeline Road will reserve 50 sq. ft. for Walmart grocer and fuel and the sign on Precinct Line Road will reserve 27 sq. ft. for Walmart grocer and fuel. The tenants will share space on these signs with Walmart as the top anchor.

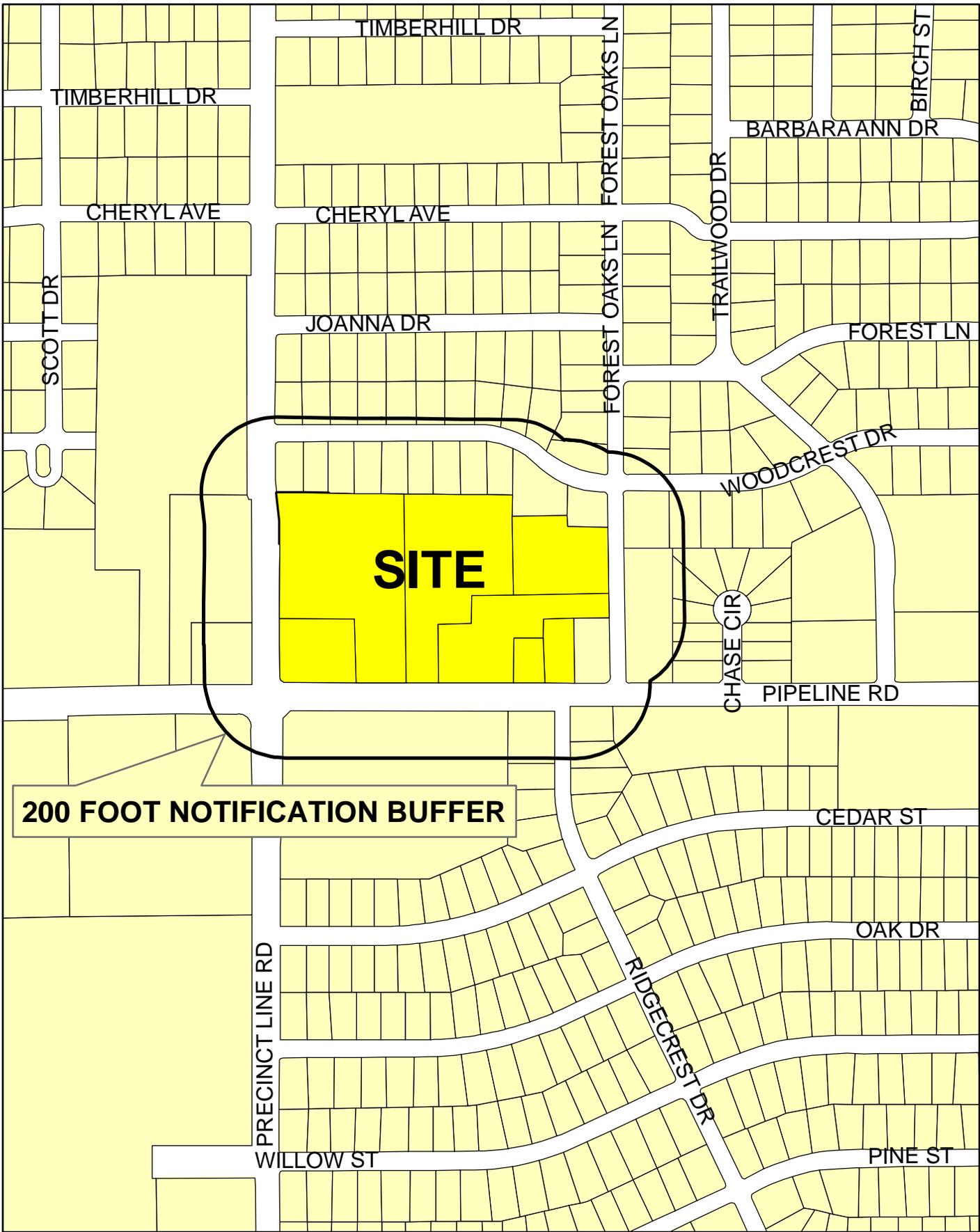
The applicant is providing good landscaping with a 16-28 ft. varying landscape buffer adjacent to the residential lots. The buffer will be planted with Live Oaks and Shumard Oaks. The applicant will also be adding landscaped islands throughout the property. The plant list consist of six (6) Bur Oaks, 16 Live Oaks, 27 Shumard Oaks, six (6) Chinquapin Oaks, eight (8) Bosque Elm, 10 Cedar Elm, and four (4) Bald Cypress. The islands will be filled with a variety of Crape Myrtles, Dwarf Yaupons, Nandina, Barberry, Knock-out Roses and many other drought tolerant plants.

Funding and Sources:

There is no fiscal impact.

Recommendation:

The Planning and Zoning Commission met on Monday, October 19, 2015, and voted 7-0 to recommend approval of SP-15-12 The Shops at Hurst.



CASE NO: SP-15-12
The Shops at Hurst

LEGAL DESCRIPTION:
Lots 1-5, Block 1 Shops At Hurst
Addition

AGENDA DATE:
11/10/15

REQUESTED ACTION:
Site Plan Revision

LOCATION:
712-750 W. Pipeline Rd



SP-15-12

LEGAL NOTICE

A PUBLIC HEARING WILL BE HELD BY THE HURST CITY COUNCIL ON TUESDAY, NOVEMBER 10, 2015 AT 6:30 P.M. AT HURST CITY HALL, 1505 PRECINCT LINE ROAD TO CONSIDER A SITE PLAN REVISION ON LOTS 1-5, BLOCK 1 SHOPS AT HURST ADDITION, BEING 9.29 ACRES LOCATED AT 704-750 W. PIPELINE ROAD AND

The Shops at Hurst

Lots 1-5, Block 1 Shops at Hurst Addition
712-750 W. Pipeline Rd



SP-15-12

**APPLICATION FOR SITE PLAN
OWNERSHIP DATA**

TO THE PLANNING and ZONING COMMISSION:

The following described real property is under application for approval of a site plan revision.

Shops at Hurst
Site Plan Revision
Lots 1-5, Block 1 Shops at Hurst Addition
712-750 W. Pipeline Rd.

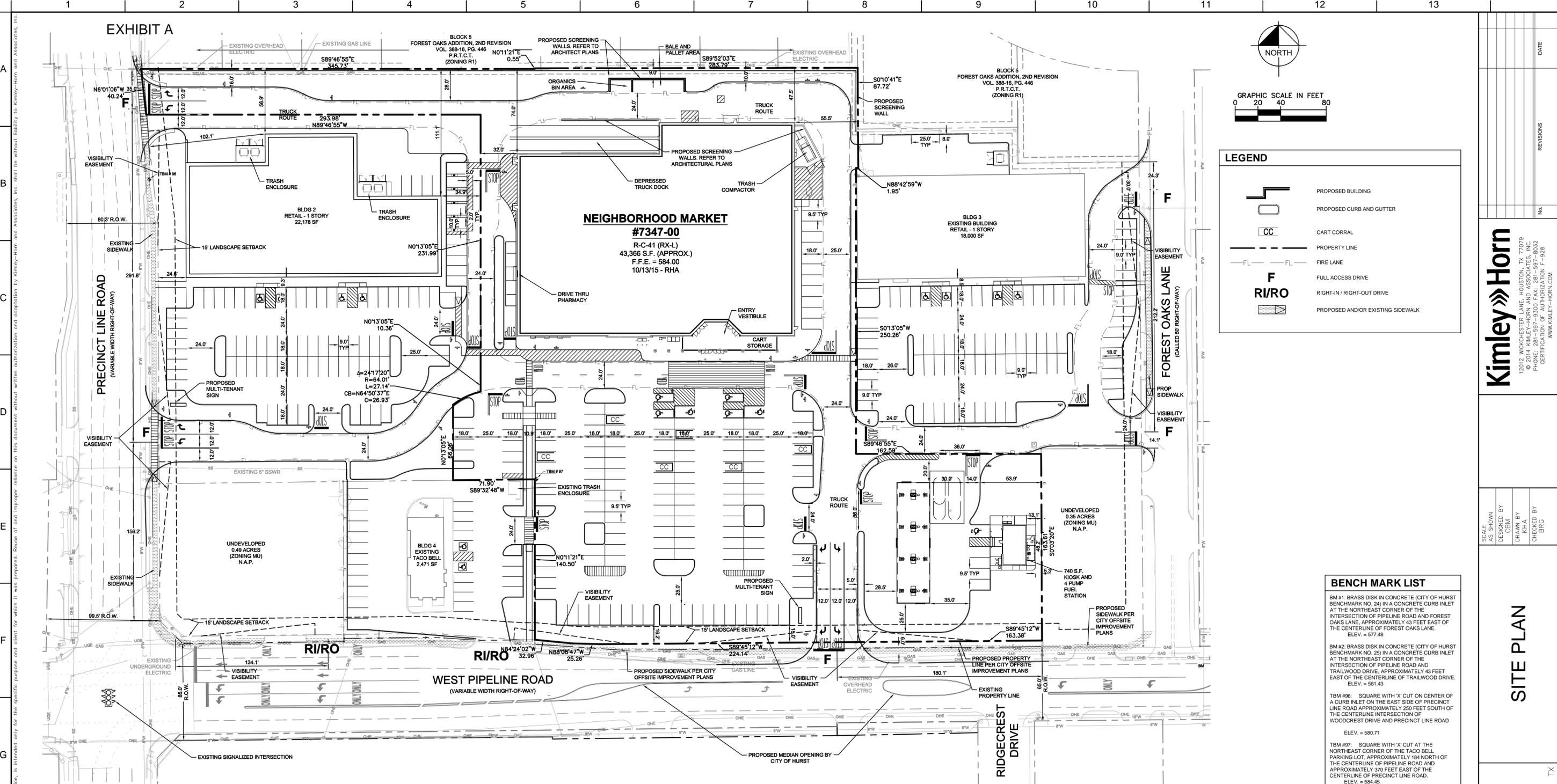
The following is a list of the property owners, legal description of their property, and mailing address of the owners of the property within 200 feet of the above-described property, which is under application for a site plan:

PROPERTY OWNER	LEGAL DESCRIPTION	ADDRESS
BEATY, ROBERT G ETUX JOAN M	BLK 7 LOT 1RB FOREST OAKS ADDITION	820 FOREST OAKS LN HURST TX 76053
HICKS, CHARLES W ETUX AMANADA	BLK 19 LOT 5R VALENTINE OAKS ADDITION	645 WOODCREST DR HURST TX 76053
740 W PIPELINE LTD	BLK LOT F1 HURSTGATE SHOPPING CENTER ADDN	4311 W LOVERS LN # 200 DALLAS TX 75209
METROPLEX MULTIFOODS INC	LOT F1 HURSTGATE SHOPPING CENTER ADDN	101 E CHEROKEE ST JACKSONVILLE TX 75766
ISTAR BOWLING CENTER I LP	LOT ER1C HURSTGATE SHOPPING CENTER ADDN	7313 BELL CREEK RD MECHANICSVILLE VA 23111
SILVESTER, WILLIAM & A G TR	BLK LOT B SHAW ADDITION	138 RUNNING SPRINGS DR PALM DESERT CA 92211
VICKERY, SCOTT W ETUX CARLYN M	BLK 6 LOT 3 FOREST OAKS ADDITION	900 FOREST OAKS LN HURST TX 76053
WILLCOX, PATRICIA Y	BLK 5 LOT A FOREST OAKS ADDITION	705 WOODCREST DR HURST TX 76053
SILVA, MICHELLE ETUX MICHELLE	BLK 5 LOT B FOREST OAKS ADDITION	8812 ROYAL OAKS DR NORTH RICHLAND HILLS TX 76182
HOPKINS, RICHARD ETUX MEREDITH	BLK 15 LOT 24 HURST PARK SUBDIVISION	7629 PARKWOOD PLAZA DR FORT WORTH TX 76137

HURST, CITY OF	BLK 1 LOT 1R HURST LIBRARY ADDN	1505 PRECINCT LINE RD HURST TX 76053
ANDERSON, ROBERT A ETU ANNELLE	BLK LOTS ER3 & ER1A HURSTGATE SHOPPING CENTER ADDN	6209 RIVIERA DR FORT WORTH TX 76180
HAHNFELD, KARL EDWARD	BLK 4 LOT 22 FOREST OAKS ADDITION	3824 LYNNCREST DR FORT WORTH TX 76109
ROUSCH, CHAVA S & BERNARD	BLK 4 LOT 23 FOREST OAKS ADDITION	712 WOODCREST DR HURST TX 76053
KETELAAR, ELEANOR A	BLK 4 LOT 21 FOREST OAKS ADDITION	4914 LANDRUN LN ARLINGTON TX 76017
THOMAS, DAVID CLAYTON	BLK 4 LOT 20 FOREST OAKS ADDITION	724 WOODCREST DR HURST TX 76053
MULLINS, A MAURICE	BLK 4 LOT 19 FOREST OAKS ADDITION	728 WOODCREST DR HURST TX 76053
STONE, EARL L III ETUX CAROL	BLK 4 LOT 18 FOREST OAKS ADDITION	732 WOODCREST DR HURST TX 76053
PALMER, SUE K	BLK 4 LOT 17 FOREST OAKS ADDITION	736 WOODCREST DR HURST TX 76053
BELL, JAMES E ETUX ANN A	BLK 4 LOT 16 FOREST OAKS ADDITION	740 WOODCREST DR HURST TX 76053
LIGHTFOOT, DONALD W EST & PHYL	BLK 4 LOT 24 FOREST OAKS ADDITION	PO BOX 1036 HURST TX 76053
ELLIOTT, RICHARD P	BLK 4 LOT 25 FOREST OAKS ADDITION	PO BOX 248 HURST TX 76053
OWENS, HERMAN ETUX SUSAN	BLK 4 LOT 2 FOREST OAKS ADDITION	2012 ARLENA DR ARLINGTON TX 76012
BOSTON, REBECCA L	BLK 4 LOT 1 FOREST OAKS ADDITION	901 FOREST OAKS LN HURST TX 76053
CHAMPLIN, CHARLIE E EST	BLK 5 LOT 13 FOREST OAKS ADDITION	717 WOODCREST DR HURST TX 76053
WALKER, ROBERT F ETUX JUDITH	BLK 5 LOT 14 FOREST OAKS ADDITION	713 WOODCREST DR HURST TX 76053
RUDELLE, CHRIS ETAL	BLK 5 LOT 6 FOREST OAKS ADDITION	600 S 3RD ST MORRIS OK 74445
SCOTT, RUTHANNE	BLK 5 LOT 5 FOREST OAKS ADDITION	725 WOODCREST DR HURST TX 76053
WOOD, KATHIE DEAUN	BLK 5 LOT 15 FOREST OAKS ADDITION	709 WOODCREST DR HURST TX 76053
CHOW, SIEFU	BLK 5 LOT 3 FOREST OAKS ADDITION	733 WOODCREST DR HURST TX 76053
BLANTON, JAMES R ETUX SARAH	BLK 5 LOT 4 FOREST OAKS ADDITION	729 WOODCREST DR HURST TX 76053
BLANKENSHIP, MARK E	BLK 5 LOT 2 FOREST OAKS ADDITION	737 WOODCREST DR HURST TX 76053
BROWN, BENNIE JEAN	BLK 5 LOT 1 FOREST OAKS ADDITION	741 WOODCREST DR HURST TX 76053
D TONE INVESTMENTS LLC	BLK 7 LOT BR FOREST OAKS ADDITION	6501 WHITMAN AVE FORT WORTH TX 76133

ESTES, KEILA W	BLK LOT 6 ROSEWOOD CHASE ADDN	821 CHASE CIR HURST TX 76053
TICE, ANDREW J ETUX SALLY J	BLK LOT 5 ROSEWOOD CHASE ADDN	817 CHASE CIR HURST TX 76053
WONG, ALEXANDER & TINA WONG	BLK LOT ER2 HURSTGATE SHOPPING CENTER ADDN	2608 MILLSTREAM DR PLANO TX 75075
COCHRAN, JASON	BLK LOT 4 ROSEWOOD CHASE ADDN	629 ACORN DR DECATUR TX 76234
KIM, PIO	BLK LOT A HURSTGATE SHOPPING CENTER ADDN	12521 OUTLOOK AVE FORT WORTH TX 76244
ADAME, MARIA ARTEMIA	BLK LOT B HURSTGATE SHOPPING CENTER ADDN	2809 SCHWARTZ AVE FORT WORTH TX 76244
SMITH, LARRY D	A 1607 TR 25G WALLACE, WILLIAM W SURVEY	5636 ALPHA RD STE 215 DALLAS TX 75240
CCFP LIMITED	BLK LOT AR SHAW ADDITION (HURST)	7020 LAKE EDGE DR DALLAS TX 75230
GENTRY, NAOMI ANN	BLK LOT 3 ROSEWOOD CHASE ADDN	809 CHASE CIR HURST TX 76053
DENTON, EDWARD J	BLK LOT C HURSTGATE SHOPPING CENTER ADDN	708 W PIPELINE RD HURST TX 76053
NORTHROP, JORJI & FORD, TERRI	BLK LOT 2 ROSEWOOD CHASE ADDN	805 CHASE CIR HURST TX 76053
HURST CHURCH OF THE NAZARENE	BLK 15 LOT A HURST PARK SUBDIVISION	665 WEST PIPELINE RD HURST TX 76053
CAPITAL INVESTMENT MANAGEMENT	BLK 15 LOT 25 HURST PARK SUBDIVISION	235 NE LOOP 820 STE 401 HURST TX 76053
ST PHILIP PRESBYTERIAN CHURCH	BLK 1 LOT 1 ST PHILIP PRESBYTERIAN CH ADDN	745 W PIPELINE RD HURST TX 76053
HEB MINISTRIES INC	BLK 13 LOT 15R HURST PARK SUBDIVISION	701 W PIPELINE RD HURST TX 76053
CARPAR PROPERTY II LLC	BLK LOT A1 WILLOWS ADDITION, THE	1370 AVENUE OF THE AMERICAS NEW YORK NY 10019
OCCUPANT	BLK LOT F1 HURSTGATE SHOPPING CENTER ADDN	000740 W PIPELINE RD
OCCUPANT	LOT F1 HURSTGATE SHOPPING CENTER ADDN	000756 W PIPELINE RD
OCCUPANT	LOT ER1C HURSTGATE SHOPPING CENTER ADDN	000720 W PIPELINE RD
OCCUPANT	BLK LOT B SHAW ADDITION (HURST)	000815 PRECINCT LINE RD

OCCUPANT	BLK 5 LOT B FOREST OAKS ADDITION- HURST	000701 WOODCREST DR
OCCUPANT	BLK 15 LOT 24 HURST PARK SUBDIVISION	000756 RIDGECREST DR
OCCUPANT	BLK LOTS ER3 & ER1A HURSTGATE SHOPPING CENTER ADDN	000815 FOREST OAKS LN
OCCUPANT	BLK 4 LOT 22 FOREST OAKS ADDITION- HURST	000716 WOODCREST DR
OCCUPANT	BLK 4 LOT 21 FOREST OAKS ADDITION- HURST	000720 WOODCREST DR
OCCUPANT	BLK 4 LOT 2 FOREST OAKS ADDITION- HURST	000905 FOREST OAKS LN
OCCUPANT	BLK 5 LOT 6 FOREST OAKS ADDITION- HURST	000721 WOODCREST DR
OCCUPANT	BLK 7 LOT BR FOREST OAKS ADDITION- HURST	000800 FOREST OAKS LN
OCCUPANT	BLK LOT ER2 HURSTGATE SHOPPING CENTER ADDN	000712 W PIPELINE RD
OCCUPANT	BLK LOT 4 ROSEWOOD CHASE ADDN - HURST	000813 CHASE CIR
OCCUPANT	BLK LOT A HURSTGATE SHOPPING CENTER ADDN	000700 W PIPELINE RD
OCCUPANT	BLK LOT B HURSTGATE SHOPPING CENTER ADDN	000704 W PIPELINE RD
OCCUPANT	A 1607 TR 25G WALLACE, WILLIAM W SURVEY	000760 W PIPELINE RD
OCCUPANT	BLK LOT AR SHAW ADDITION (HURST)	000800 W PIPELINE RD
OCCUPANT	BLK LOT A1 WILLOWS ADDITION, THE	000801 W PIPELINE RD



LEGEND

- PROPOSED BUILDING
- PROPOSED CURB AND GUTTER
- CART CORRAL
- PROPERTY LINE
- FIRE LANE
- FULL ACCESS DRIVE
- RIGHT-IN / RIGHT-OUT DRIVE
- PROPOSED AND/OR EXISTING SIDEWALK

BENCH MARK LIST

BM #1: BRASS DISK IN CONCRETE (CITY OF HURST BENCHMARK NO. 24) IN A CONCRETE CURB INLET AT THE NORTHEAST CORNER OF THE INTERSECTION OF PIPELINE ROAD AND FOREST OAKS LANE, APPROXIMATELY 43 FEET EAST OF THE CENTERLINE OF FOREST OAKS LANE. ELEV. = 577.48

BM #2: BRASS DISK IN CONCRETE (CITY OF HURST BENCHMARK NO. 25) IN A CONCRETE CURB INLET AT THE NORTHEAST CORNER OF THE INTERSECTION OF PIPELINE ROAD AND TRAILWOOD DRIVE, APPROXIMATELY 43 FEET EAST OF THE CENTERLINE OF TRAILWOOD DRIVE. ELEV. = 561.43

TBM #96: SQUARE WITH 'X' CUT ON CENTER OF A CURB INLET ON THE EAST SIDE OF PRECINCT LINE ROAD APPROXIMATELY 250 FEET SOUTH OF THE CENTERLINE INTERSECTION OF WOODCREST DRIVE AND PRECINCT LINE ROAD. ELEV. = 580.71

TBM #97: SQUARE WITH 'X' CUT AT THE NORTHEAST CORNER OF THE TACO BELL PARKING LOT, APPROXIMATELY 184 NORTH OF THE CENTERLINE OF PIPELINE ROAD AND APPROXIMATELY 370 FEET EAST OF THE CENTERLINE OF PRECINCT LINE ROAD. ELEV. = 584.45

LEGAL DESCRIPTION OF PROPERTY

9.292 ACRES (404,776 SQ. FT.)

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING SITUATED IN THE W.W. WALLACE SURVEY, ABSTRACT NO. 1607, CITY OF HURST, TARRANT COUNTY, TEXAS, AND BEING ALL OF LOTS B AND C IN HURSTGATE SHOPPING CENTER ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 388-67, PAGE 8, AND BEING ALL OF THE REMAINING PORTION OF LOT F IN HURSTGATE SHOPPING CENTER ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 388-50, PAGE 60, AND BEING ALL OF A CALLED 0.5155 ACRE TRACT OF LAND DESCRIBED IN THE DED TO LARRY D. SMITH, RECORDED IN INSTRUMENT NO. D2028204798, OFFICIAL PUBLIC RECORD OF TARRANT COUNTY, TEXAS.

SITE SUMMARY TABLE

BUILDING	GROSS LOT AREA (ACRES)	NET LOT AREA (ACRES)	TOTAL BLDG SF	# OF PARKING SPACES	RATIO
WALMART	4.62	4.58	43,366	148	3.41
WALMART FUEL	INCLUDED IN TOTAL WALMART AREA		740	5	6.76
BLDG 2	2.06	2.06	22,178	88	3.97
BLDG 3	1.55	1.55	18,000	85	4.72
BLDG 4	0.57	0.52	2,471	28	11.33
BLDG 5	0.49	0.49	TBD	TBD	TBD
TOTAL	9.29	9.20	85,676	354	4.13

SITE DATA

JURISDICTION	CITY OF HURST
SITE LOCATION	NEC OF PIPELINE RD. AND PRECINCT LINE RD.
EXISTING ZONING	GENERAL BUSINESS / MU
PROPOSED ZONING	PD
BUILDING AREA	85,676 S.F.
PROVIDED PARKING	354 SPACES
ACCESSIBLE	17 SPACES
RATIO	4.13/1,000 S.F.
* CART CORRAL (WALMART)	6 CORRALS / 6 SPACES

*PARKING SPACES OBSTRUCTED BY CART CORRALS ARE NOT INCLUDED IN OVERALL PARKING RATIO.

SITE NOTES

- WALMART SPACES ARE 9.5'X18'; REST OF SITE SPACES ARE 9'X18'

ALERT TO CONTRACTOR:

- THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR THIS ISSUE, WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER. PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS. REFER TO MASTER SITE SPECIFICATIONS.
- ALL WM GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS. OUTLOT AREA TO BE KEPT FREE OF JOB TRAILERS AND STORAGE AFTER THE CONTRACT MILESTONE DATE FOR THE OUTLOT. WM GENERAL CONTRACTOR TO PROVIDE CLEAR ACCESS FOR OUTLOT CONTRACTOR TO THE SPECIFIC PARCEL AT ALL TIMES AFTER MILESTONE DATE. PURCHASER OF OUTLOT TO PROVIDE PERMIT DOCUMENTS AND SWPPP REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT.



Kimley»Horn

13012 WOODCREST LANE - HOUSTON, TX 77079
 © 2014 KIMLEY-HORN AND ASSOCIATES, INC.
 PHONE: 281-597-9300 FAX: 281-597-8032
 CERTIFICATION OF AUTHORIZATION F-928
 WWW.KIMLEY-HORN.COM

SITE PLAN

Walmart STORE #7347-00
 HURST, TX
 WAL-MART REAL ESTATE
 BUSINESS TRUST

DATE: 10/14/2015
 PROJECT NO.: 63362443
 SHEET NUMBER: 6110

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

EXHIBIT B

TREE LEGEND

Canopy Trees		Ornamental Trees	
LO Live Oak	CO Chinquapin Oak	CR Crapemyrtle	RB Redbud
CE Cedar Elm	SO Shumard Oak	TY Tree Yaupon	
BC Bald Cypress	BO Bur Oak		
BE Boquete Elm			

SHRUB LEGEND

DY Dwarf Yaupon	DB Dwarf Burford Holly
DA Dwarf Abelia	NGL New Gold Lantana
HN Harbor Dwarf Nandina	DIH Dwarf Indian Hawthorne
BM Big Muhly	CO Coreopsis
AB Abelia	CS Red Cherry Sage
BA Barberry	FA Flame Acanthus
WM Dwarf Wax Myrtle	CZ Cenizo
GS Green Cloud Sage	TC Turks Cap
KR Knockout Rose	MS Miscanthus
GL Giant Liriope	BBL Big Blue Liriope
RY Red Yucca	AJ Asian Jasmine

HATCH LEGEND

	Solid Sod Bermuda Grass		Asian Jasmine
	Decomposed Granite		Big Blue Liriope

LANDSCAPE NOTES

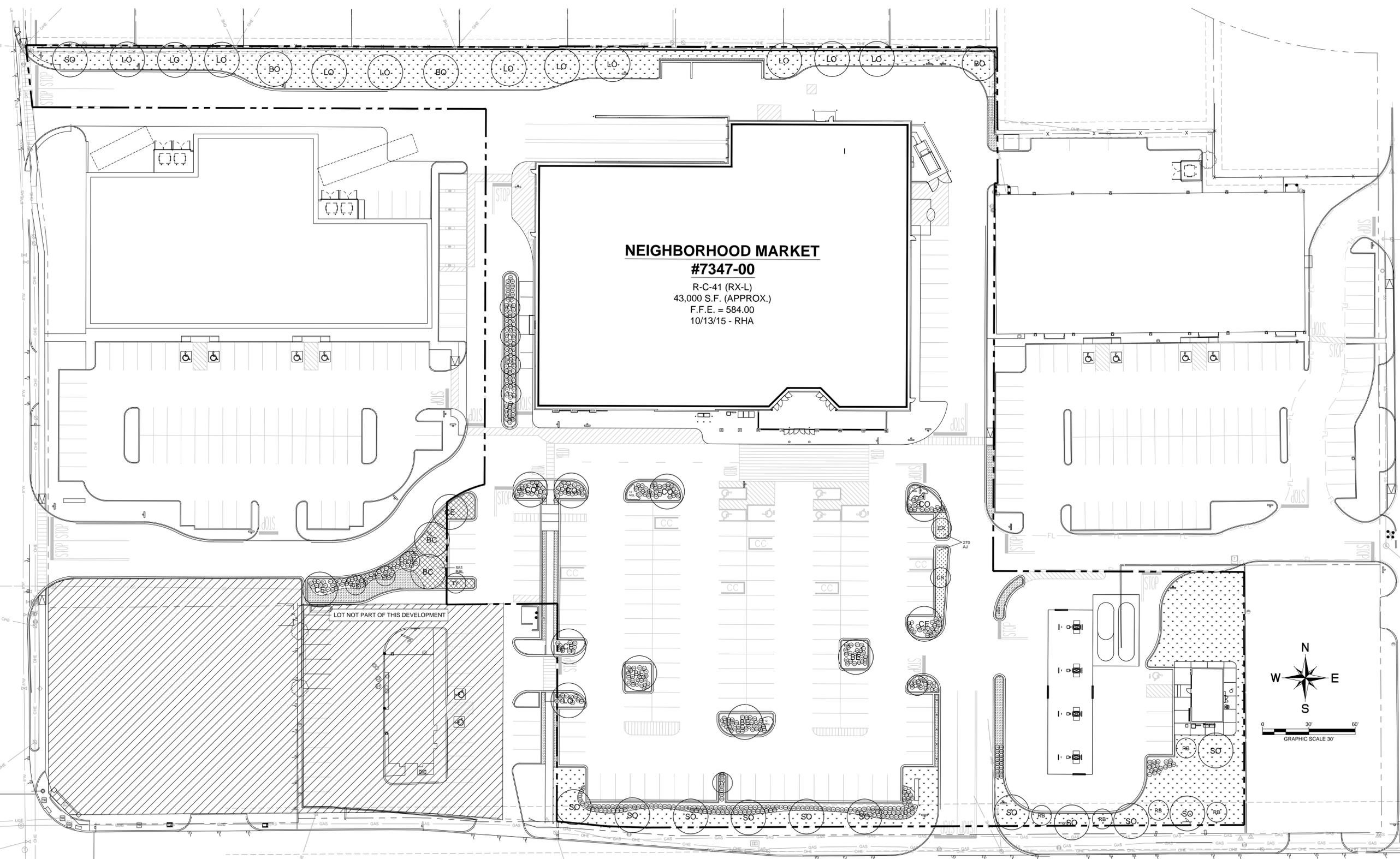
- All grass to be Solid Sod Bermuda.
- The project will have an underground automatic irrigation system to water all new plantings.
- Install 4" layer of shredded hardwood mulch to all planting beds.
- Install concrete mow strip between all shrub beds and grass areas.

Note: Refer to sheet 6801 for Plant List, Planting Details, Calculations, and Notes.

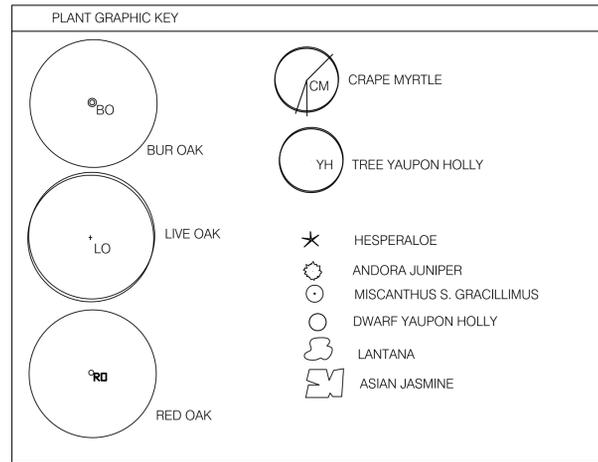
John F. Murphy, ASLA
 6447 Oak Hill Blvd.
 Tyler, TX 75703
 john@siteint.com
 scott@siteint.com

512.632.3822 - Mobile
 903.533.8898 - Tyler
 512.589.9884 - Austin
 www.siteint.com

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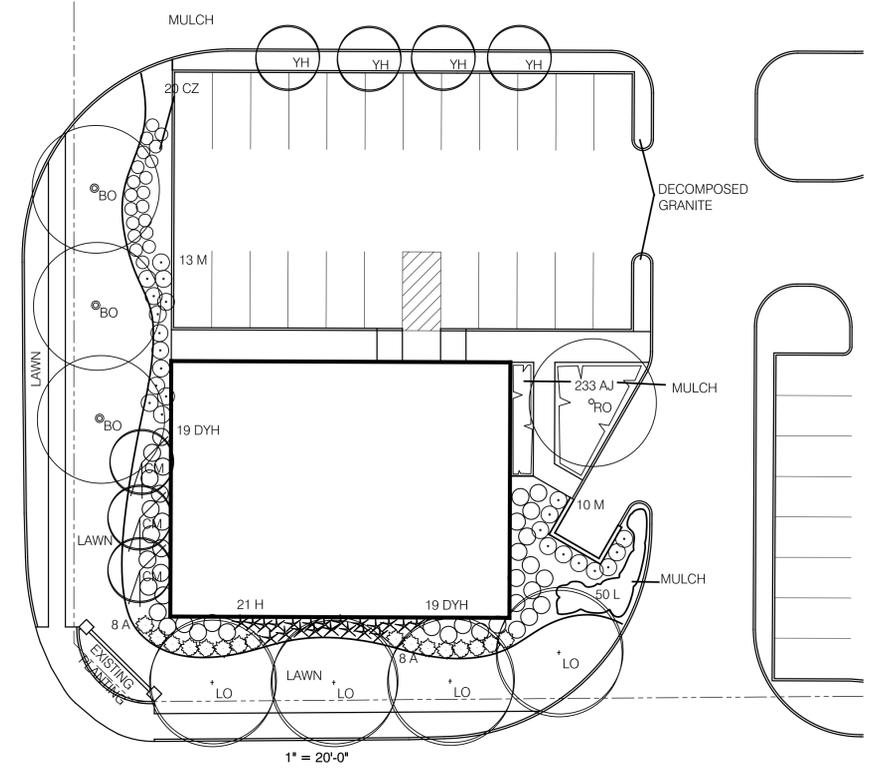


Kimley»Horn	12012 WICKHAMER LANE HOUSTON, TX 77079 © 2014 KIMLEY-HORN AND ASSOCIATES, INC. PHONE: 281-597-9300 FAX: 281-597-8032 CERTIFICATION OF AUTHORIZATION F-928 WWW.KIMLEY-HORN.COM		SCALE: DESIGNED BY: DRAWN BY: CHECKED BY:	LANDSCAPE PLAN
	STORE #7347-00 HURST, TX WAL-MART REAL ESTATE BUSINESS TRUST	DATE OCT. 15, 2015	PROJECT NO.	
			SHEET NUMBER	6800

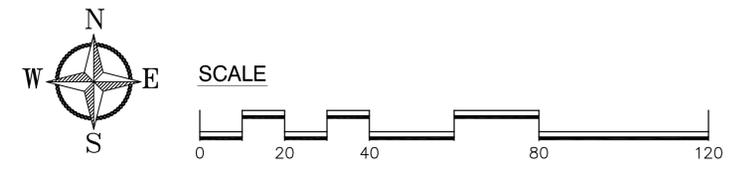


KEY	QUANTITY	PLANT NAME/BOTANICAL NAME	SIZE	NOTES	SPACING
RO	1	Red Oak/Quercus shumardii	3" cal., 8'ht. min.		as shown
LO	4	Live Oak/Quercus virginiana	3" cal., 8'ht. min.		as shown
BO	3	Bur Oak/Quercus macrocarpa	3" cal., 8'ht. min.		as shown
CM	3	Crape Myrtle/Lagerstroemia indica 'Red Rocket'	3" cal., multi., 8'ht. min.		10'-15'oc
YH	4	Yaupon Holly/Ilex vomitoria	3" cal., multi., 8'ht. min.		18'oc
H	21	Hesperaloe/Hesperaloe parviflora	5gal.		3'oc
M	23	Miscanthus/Miscanthus sinense 'Gracillimus'	5gal.		5'oc
DYH	38	Dwarf Yaupon Holly/Ilex vomitoria nana	5 gal.		4'oc
CZ	20	Cenizo/Leucophyllum frutescens 'Green Cloud'	5gal.		3'oc
A	16	Andora Juniper/Juniperus horizontalis plumosa	5gal.		3'-4'oc
AJ	233	Asian Jasmine/Trachelospermum asiaticum 'New Gold'	1gal.		18'oc
L	50	Lantana/Lantana sp. 'New Gold'	1gal.		2'oc
		Lawn/419 Hybrid Bermuda Sod			sod solidly

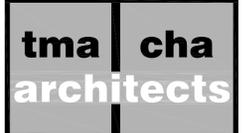
NOTES
IRRIGATION: All landscaped areas, including rights of way, shall be irrigated with a permanently installed irrigation system, installed by a licensed irrigator. The irrigation system must be capable of providing the proper amount of water for the particular type of plant material used and shall be equipped with rain and freeze sensors and be in accordance with all applicable codes. Drip irrigation in decomposed granite areas and shall be placed above any filter fabric. Drip irrigation shall be placed before decomposed granite or mulch is installed.
MAINTENANCE: Required plant materials must be maintained in a healthy growing condition at all times. The property owner is responsible for regular weeding, mowing of grass, irrigating, fertilizing, pruning, the collection of trash, litter and other maintenance of the landscape as needed. Any city-required planting that dies must be replaced with another living plant that complies with this plan within 6 months.
DRAINAGE: There shall be positive drainage away from all buildings. Final Landscape grade including top dressing mulch, shall be at least 3" below finished floor of adjacent buildings.
EDGING: Ryerson 10 gauge steel or equal. Install top of edging equal to finished mowing height of adjacent grass. Do not install any edging parallel and adjacent to concrete walks or curbs. Install stakes on inner side of planting beds, flush with top of edging.
BED PREPARATION: Planting areas to receive groundcover, shrubs or ornamental trees shall be prepared as follows:
 1. Excavate and remove from site existing soil and rock as necessary to allow for the incorporation of 3" of sandy loam/cured organic compost mix, 4" hardwood mulch and still allow for the finished grade of beds to be a min. of 3" below the finished floor of adjacent building structure.
 2. Till sandy loam/cured organic compost mix into existing soil to 6" depth.
 3. Rake beds smoothly and evenly. Insure positive drainage away from building and/or toward any surface drains, if present.
MULCH: All beds shall receive 4" of shredded hardwood mulch. Trees in lawn areas shall have 6" of mulch placed within the tree rings. Do not allow mulch to touch tree trunks.
TREE PLANTING: Tree pits of 15 gallon or greater trees shall be dug 12" greater than the root ball and slightly shallower than root ball height. Backfill in 6" lifts, tamping between lifts, with ½ sandy loam/organic compost mix, and ½ native soil mix. Provide 6' diameter continuous ring of soil around tree root ball 8" in height.
DECOMPOSED GRANITE: Excavate area to receive decomposed granite to 4" below finished grade. Install filter fabric with staples to secure as needed. Overlap all seams 2" minimum. Install decomposed granite evenly and water to settle. Top off with additional decomposed granite to bring any settled areas up to finished grade.



PLAN NORTH
1
PARTIAL LANDSCAPE PLAN
 1" = 20'-0"



HURST ONE RETAIL CENTER
 HURST, TEXAS



.PDF REPRODUCTION CONTROL:
 1" SQUARE WHEN PRINTED FULL SIZE

DRAWING TITLE:
PARTIAL LANDSCAPE PLAN

DATE: OCT 13, 2015
 DRAWN BY: TMA
 SUBMITTAL:
 1.
 2.
 3.

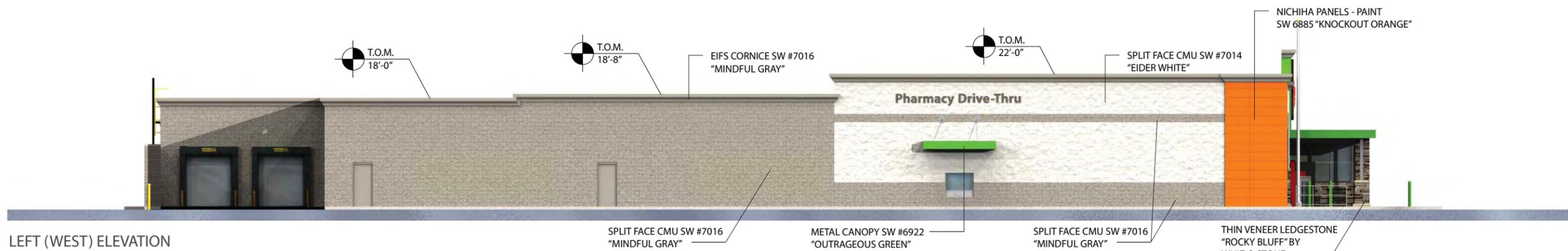
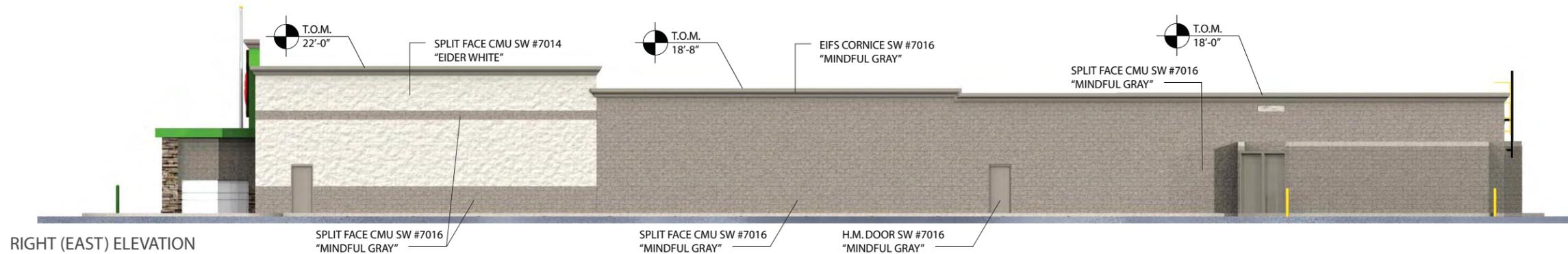
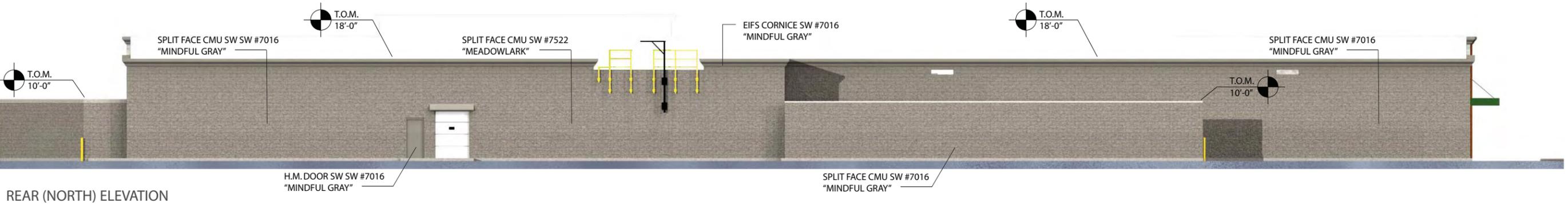
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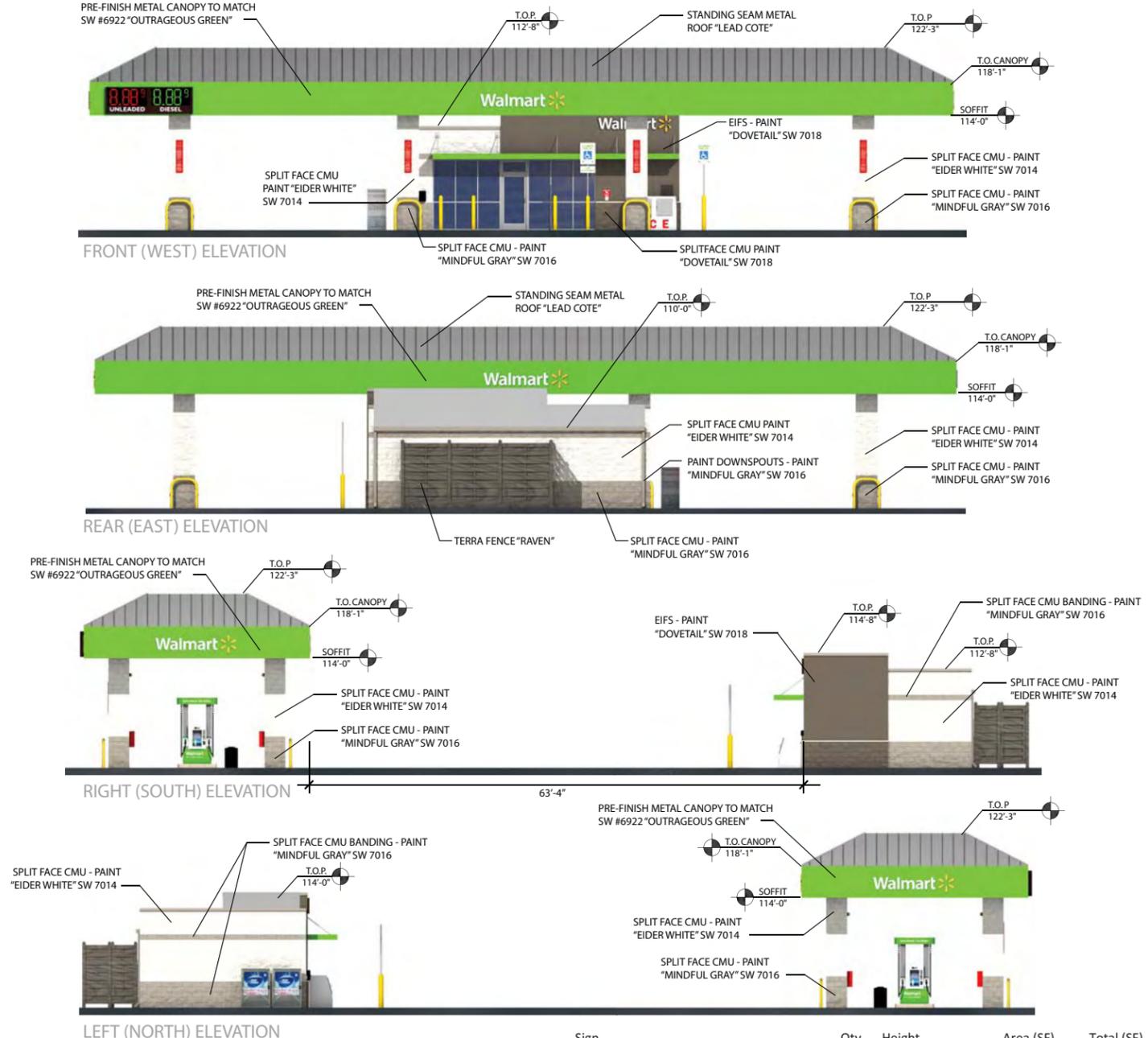
EXHIBIT D



EXHIBIT E



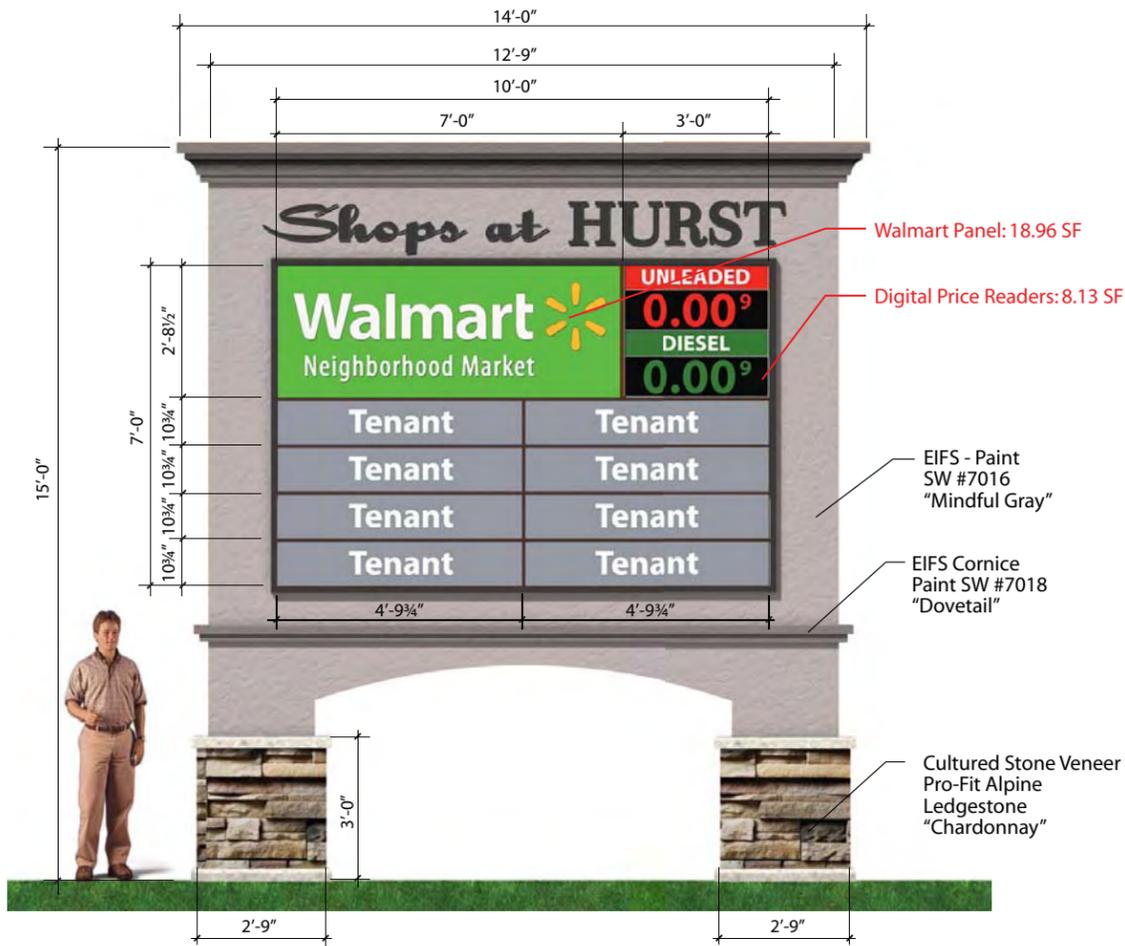




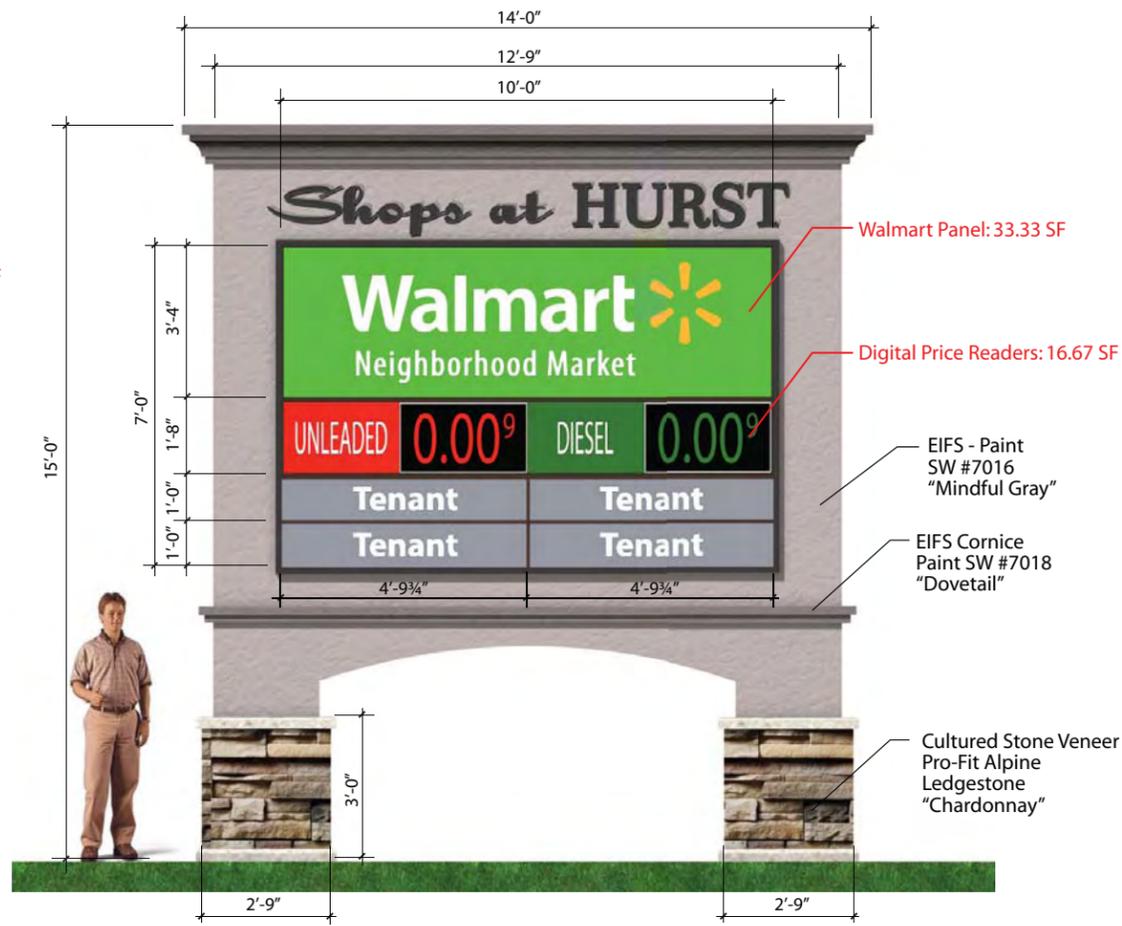
Sign	Qty.	Height	Area (SF)	Total (SF)
Walmart/Spark	5	2'-0"	18.63	93.15
Canopy Price Sign	2	3'-3"	17.33	34.66
Total Building Signage				127.81



SIGN A: PROPOSED MULTI-TENANT SIGN BY LANDLORD



SIGN B: PROPOSED MULTI-TENANT SIGN BY WALMART



Sign	Qty.	Illumination	Area (SF)	Total (SF)
Sign A: M/T Sign with Fuel Readers on Precinct Line Road	1	Internal	27.09	27.09
Sign B: M/T Sign with Fuel Readers on Pipeline Road	1	Internal	50.00	50.00
Total Site Signage			77.09	

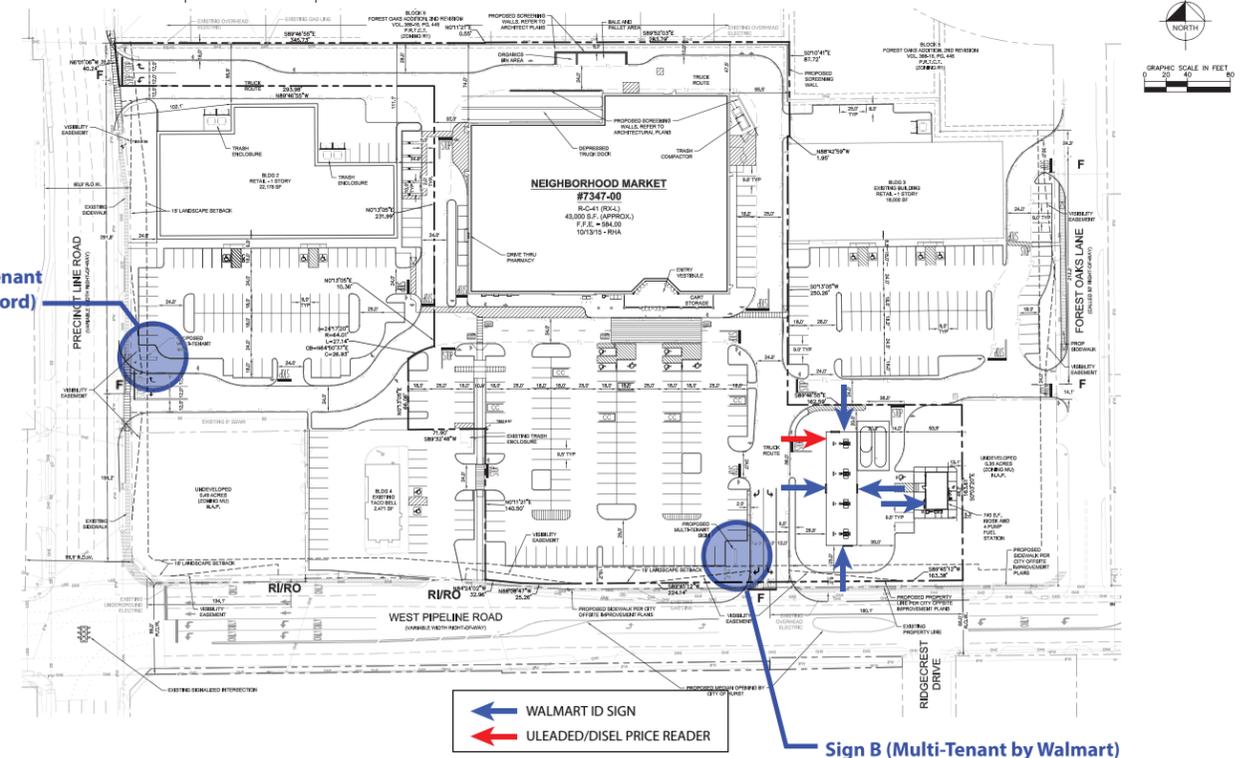


EXHIBIT F

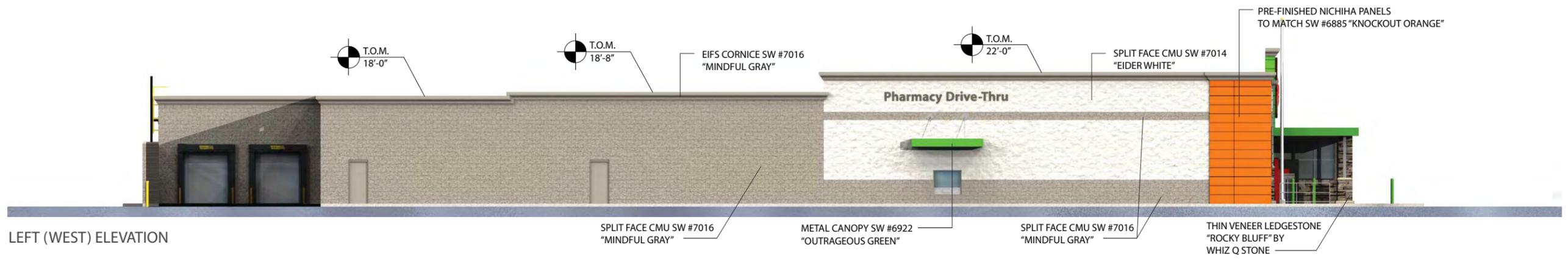
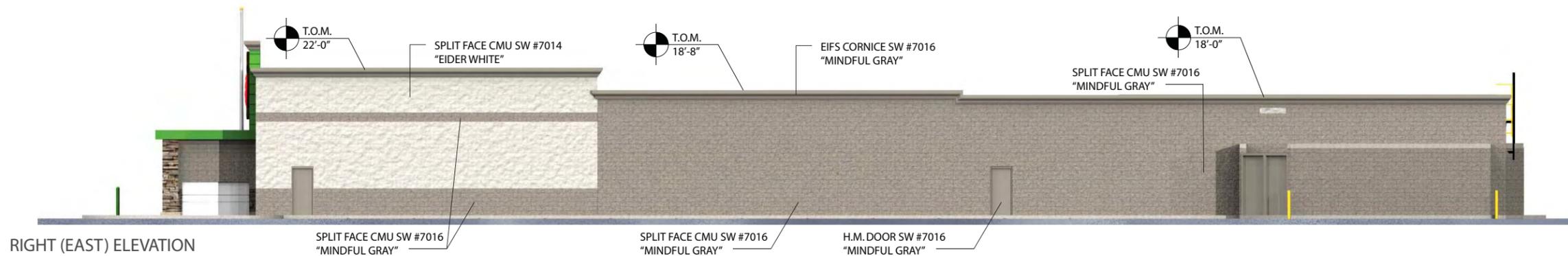
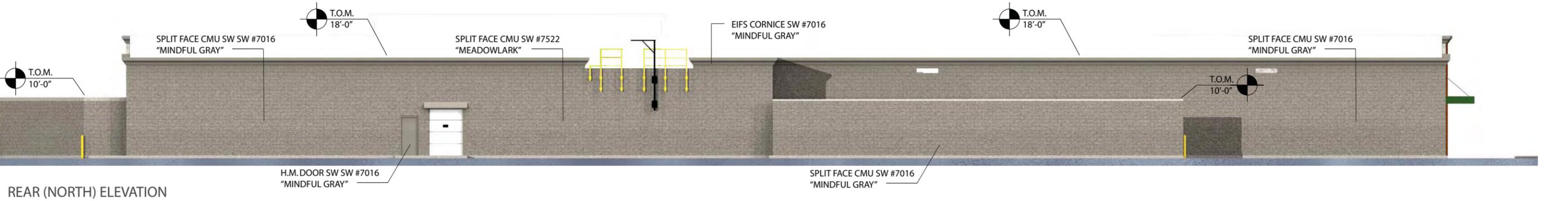
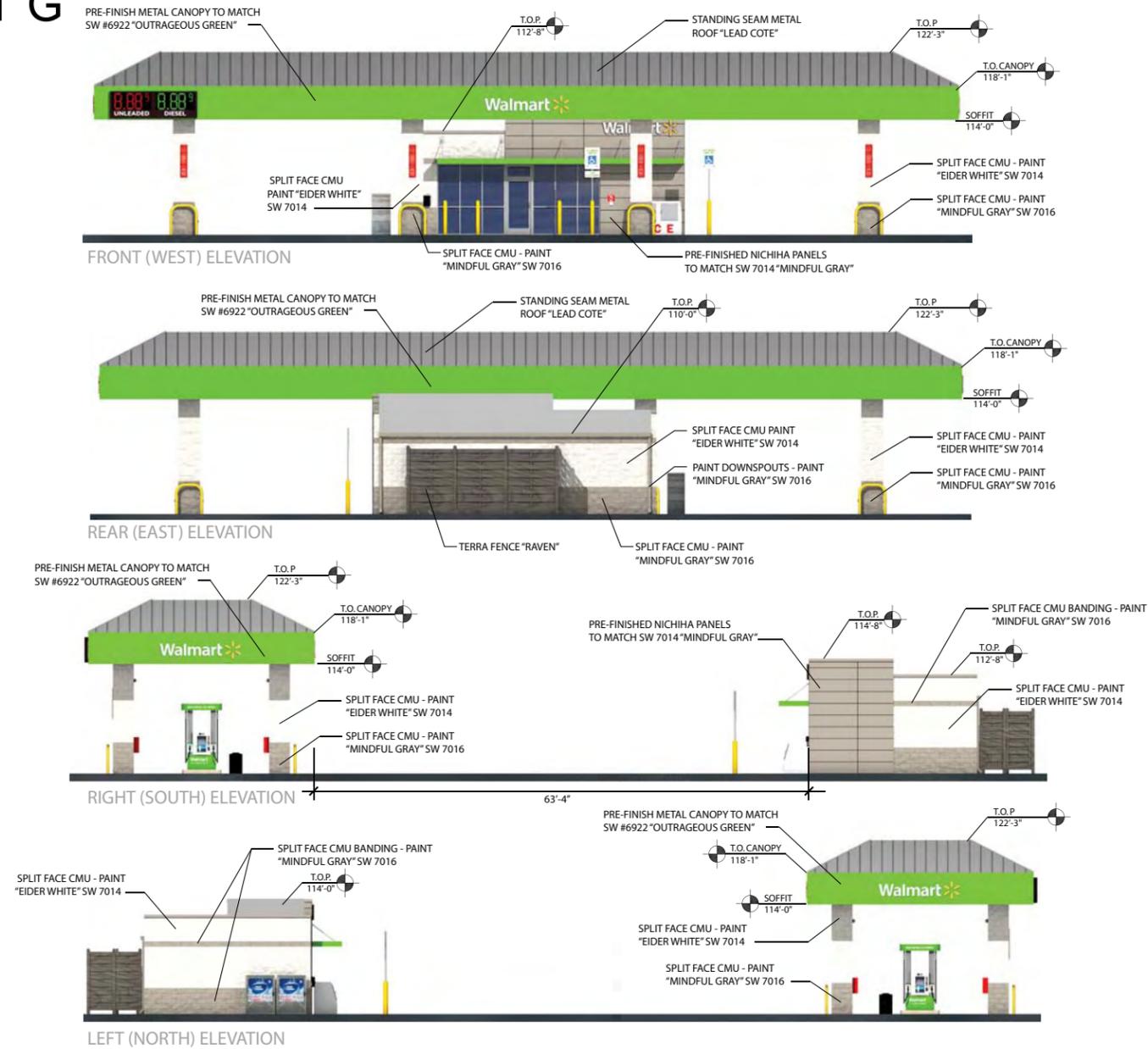


EXHIBIT G



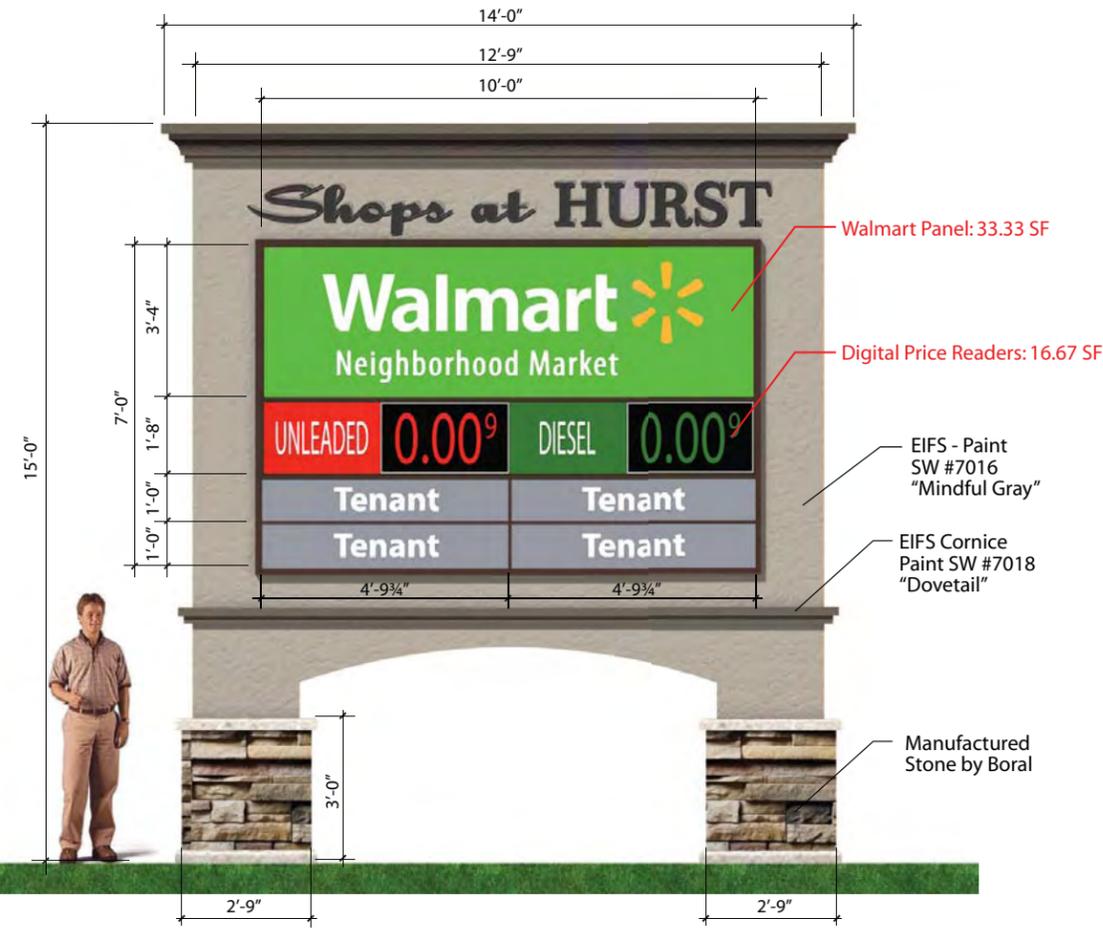
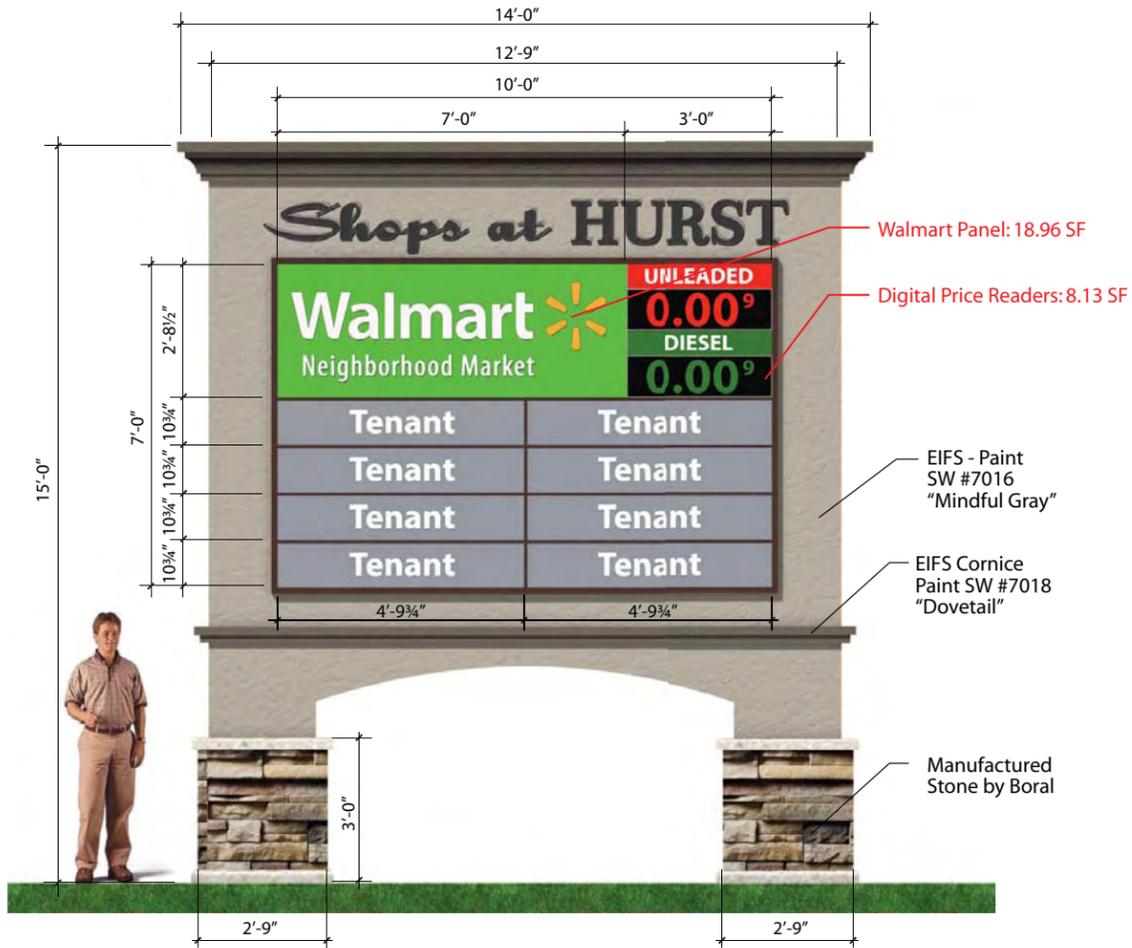
Sign	Qty.	Height	Area (SF)	Total (SF)
Walmart/Spark	4	2'-0"	18.63	74.52
Canopy Price Sign	2	3'-3"	17.33	34.66
Total Building Signage				109.18



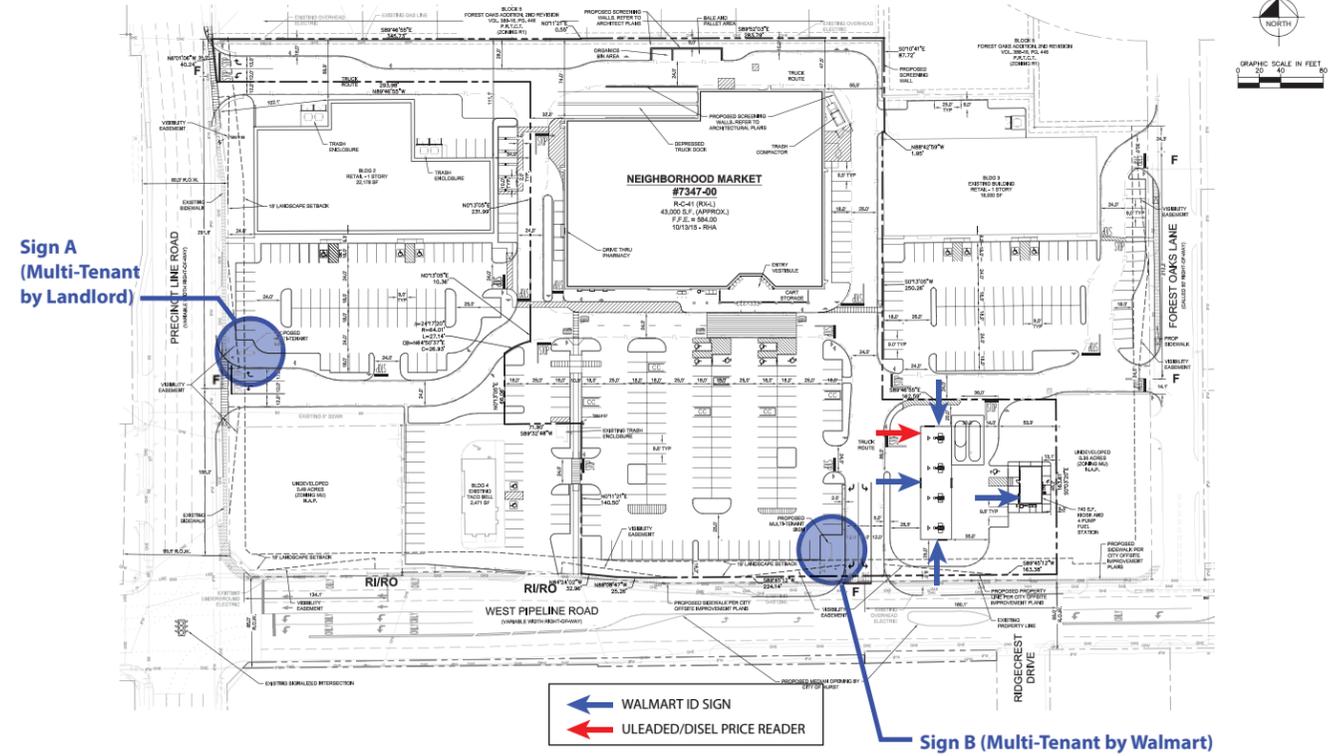
SIGN A: PROPOSED MULTI-TENANT SIGN BY LANDLORD

SIGN B: PROPOSED MULTI-TENANT SIGN BY WALMART

EXHIBIT H



Sign	Qty.	Illumination	Area (SF)	Total (SF)
Sign A: M/T Sign with Fuel Readers on Precinct Line Road	1	Internal	27.09	27.09
Sign B: M/T Sign with Fuel Readers on Pipeline Road	1	Internal	50.00	50.00
Total Site Signage				77.09



October 19, 2015



Hurst, TX #7347

Site Signage

Page 4 of 4

ORDINANCE 2305

AN ORDINANCE ADOPTING A SITE PLAN APPROVAL FOR LOTS 1-5 BLOCK 1 THE SHOPS AT HURST ADDITION, BEING 9.29 ACRES LOCATED AT 704-760 W. PIPELINE RD., SP-15-12

WHEREAS, notice of a hearing before the Planning and Zoning Commission was sent to real property owners within 200 feet of the property herein described at least 10 days before such hearing; and,

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Hurst at least 15 days before such hearing; and,

WHEREAS, notices were posted on the subject land as provided by the Zoning Ordinance; and,

WHEREAS, public hearings to change the site plan on the property herein described were held before both the Planning and Zoning Commission and the City Council, and the Planning and Zoning Commission has heretofore made a recommendation concerning the site plan change; and,

WHEREAS, the City Council is of the opinion that the site plan change herein effectuated furthers the purpose of zoning as set forth in the Comprehensive Zoning Ordinance and is in the best interest 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 Comprehensive Zoning Ordinance of the City of Hurst is hereby amended by adopting a site plan approval with exhibits A-H for Lots 1-5, Block 1 Shops at Hurst Addition, being 9.29 acres located at 704-760 W. Pipeline Rd.

AND IT IS SO ORDERED.

Passed on the first reading on the 10th day of November 2015 by a vote of _ to _ .

Approved on the second reading on the 8th day of December 2015 by a vote of _ to _ .

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Richard Ward, Mayor

Approved as to form and legality:

City Attorney

City Council Staff Report

SUBJECT: P-15-17 Shops at Hurst Addition, a replat of Lots 1-5, Block 1 Shops at Hurst Addition, being 9.29 acres located at 704-760 W. Pipeline Road

Supporting Documents:

Area map
 Plat

Meeting Date: 11/10/2015
 Department: Development
 Reviewed by: Steve Bowden
 City Manager Review:

Background/Analysis:

An application has been made by the Hurst Shops, LLC, for a replat of Lots 1-5, Block 1, Shops at Hurst Addition, being 9.29 acres located at 704-760 W. Pipeline Road.

The property is being replatted to accommodate the relocation of the fuel station for Walmart. Lot 5 is now on the southwest corner of Precinct Line Road and Pipeline Road. Lot 2 now incorporates the new location of the Walmart fuel station.

There are no other changes to the remaining lots.

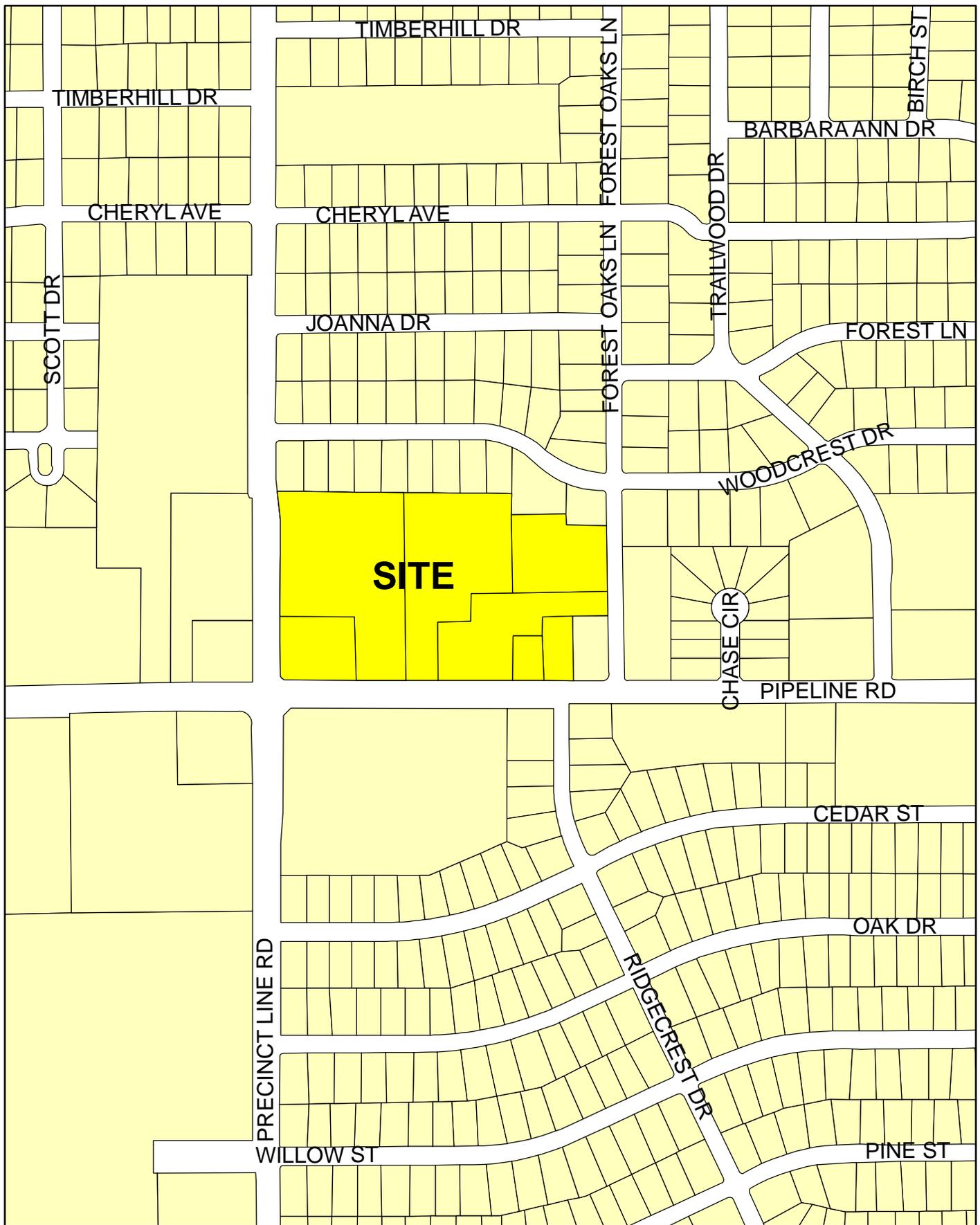
All engineering plans have been reviewed and accepted.

Funding and Sources:

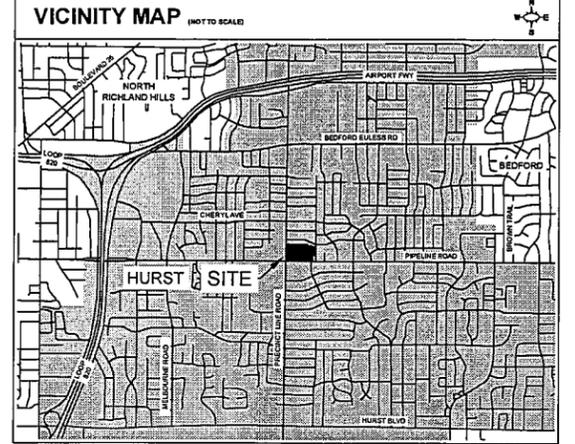
There is no fiscal impact.

Recommendation:

The Planning and Zoning Commission met on Monday, October 19, 2015, and voted 7-0 to recommend approval of P-15-12 Shops at Hurst Addition.

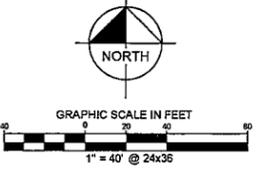


CASE NO: P-15-17 Shops at Hurst	LEGAL DESCRIPTION: Lots 1-5, Block 1 Shops at Hurst Addition	AGENDA DATE: 11/10/15
REQUESTED ACTION: Replat	LOCATION: 712-750 W. Pipeline Rd	



GENERAL NOTES:

- All corners set are monumented with a 5/8 inch iron rod with red plastic cap stamped "KHA", unless otherwise noted.
- The surveyor relied solely upon the Title Commitment, G.F. No. CTDA38-CT000098750A-NS, with an effective date of December 4, 2014 and an issue date of December 19, 2014, provided by Chicago Title Insurance Company. The surveyor did not perform a title abstract.
- All bearings and coordinates shown are based on grid north of the Texas Coordinate System, NAD83, North Central Zone 4202. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998568623. Vertical Datum NAVD 88.
- FLOOD STATEMENT:** According to Map No. 48439C0210 K dated September 25, 2009, of the National Flood Insurance Program Map, Flood Insurance Rate Map of Tarrant County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is located in Zone X (unshaded) and is not within a special flood hazard area. If this site is within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- This property is currently zoned "MU - Mixed Use District" as amended by Site Plan Ordinance No. 2273.
- This plat approved subject to all planning ordinances, rules regulations and resolutions of the City of Hurst.
- A blanket mutual access easement has been granted by Easements with Covenants and Restrictions Affecting Land, as recorded in Instrument No. D215049183, Official Public Records of Tarrant County, Texas.
- The purpose of this correction plat is to remove the public drainage easements, dedicate private easements, reverse the right-of-way taking along the north right-of-way line of Pipeline Road, and include a note addressing the blanket mutual access easement mentioned in note no. 7.



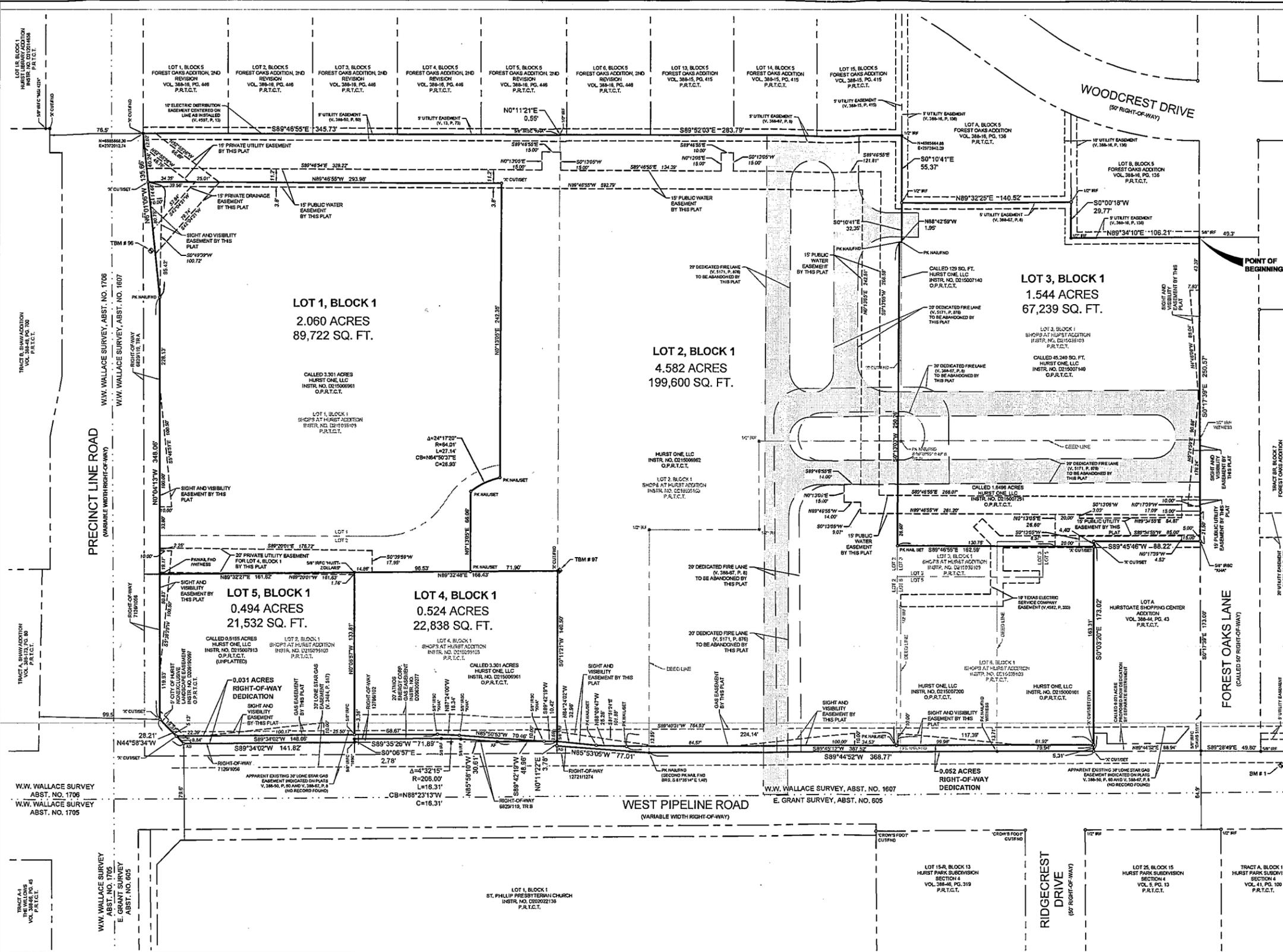
BENCH MARK LIST

BM #1: Brass Disk in concrete (City of Hurst Benchmark No. 25) in a concrete curb inlet at the northeast corner of the intersection of Pipeline Road and Forest Oaks Lane, approximately 43 feet east of the centerline of Forest Oaks Lane.
Elev. = 577.48

BM #2: Brass Disk in concrete (City of Hurst Benchmark No. 25) in a concrete curb inlet at the northeast corner of the intersection of Pipeline Road and Trailwood Drive, approximately 43 feet east of the centerline of Trailwood Drive.
Elev. = 581.43

BM #3: Square with "X" cut on center of a curb inlet on the east side of the centerline intersection of Woodcrest Drive and PRECINCT Line Road.
Elev. = 580.71

BM #4: Square with "X" cut on the northeast corner of the intersection of Pipeline Road and approximately 370 feet east of the centerline of PRECINCT Line Road.
Elev. = 584.45



FINAL PLAT
SHOPS AT HURST ADDITION
BLOCK 1,
LOTS 1, 2, 3, 4, 5

BEING A CORRECTION PLAT OF SHOPS AT HURST ADDITION, BLOCK 1, LOTS 1, 2, 3, 4, 5, AN ADDITION TO THE CITY OF HURST, ACCORDING TO THE FINAL PLAT THEREOF RECORDED IN INSTRUMENT NO. D215035103, PLAT RECORDS, TARRANT COUNTY, TEXAS W.W. WALLACE SURVEY, ABSTRACT NO. 1607

CITY OF HURST, TARRANT COUNTY, TEXAS
AUGUST 2015

Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034
FIRM # 10193822

Surveyor:
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
(972) 335-3590
Contact: Sylviana Gunawan, RPLS

Engineer:
Kimley-Horn and Associates, Inc.
12012 Wickchester Lane, Suite 500
Houston, TX 77079
(713) 510-9412
Contact: Brian R. Gillis, PE

Owner:
Hurst One, LLC
1840 Norwood Plaza, Suite 101
Hurst, TX 76054

Scale: 1" = 40'
Drawn by: CRN
Checked by: MBM
Date: 05/21/2015
Project No.: 063362443
Sheet No.: 1 OF 2

LEGEND

□	BOX OR PEDESTAL	C	COMMUNICATIONS	FL	FLOOD LIGHT	TR	TRAFFIC BARRIER
○	MANHOLE	E	ELECTRIC OR POWER	GA	GRASS AREA	TR	TRAFFIC SIGNAL
○	MANHOLE	F	FIRE PIPE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	G	GAS	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	H	HYDRO-PNEUMATIC TANK	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	I	IRRIGATION	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	J	JUNCTION BOX	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	K	KITCHEN WASTE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	L	LANDFILL	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	M	MATERIAL	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	N	NATURAL GAS	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	O	OPEN DITCH	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	P	PETROLEUM	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	Q	PIPE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	R	RAILROAD	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	S	SEWER	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	T	TELEPHONE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	U	UNIDENTIFIED	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	V	VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	W	WATER	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	X	WATER TOWER	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	Y	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	Z	WATER WELL	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	AA	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	AB	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	AC	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	AD	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	AE	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
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○	MANHOLE	AI	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	AJ	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	AK	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
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○	MANHOLE	AU	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	AV	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
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○	MANHOLE	BD	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
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○	MANHOLE	BI	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	BJ	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
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○	MANHOLE	CQ	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
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○	MANHOLE	EI	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	EJ	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	EK	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	EL	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	EM	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	EN	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	EO	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	EP	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	EQ	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	ER	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
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○	MANHOLE	EW	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	EX	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	EY	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	EZ	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	FA	WATER VALVE	GR	GRASS	TR	TRAFFIC SIGNAL
○	MANHOLE	FB	WATER VALVE	GR			

City Council Staff Report

SUBJECT: Consider approval of Resolution 1632 casting votes for Tarrant Appraisal District (TAD) Board of Directors	
Supporting Documents:	
Resolution 1632 Ballot	Meeting Date: 11/10/2015 Department: Legislative and Judicial Services Reviewed by: Rita Frick City Manager Review:
Background/Analysis:	
<p>The 2015 terms of service for the five (5) directors of Tarrant Appraisal District will expire December 31, 2015. Nominations have been received from the voting tax entities for candidates to fill those positions for a two (2) year term beginning January 1, 2016.</p> <p>According to the State Property Tax Code, each voting unit must vote in an open meeting. This year, the City of Hurst is entitled to 21 votes. All votes may be cast for one candidate or they may be distributed among any number of candidates listed on the official ballot. There is no provision for write-in candidates.</p> <p>The City Council recognizes the importance of the Board of Directors in providing leadership for the Tarrant Appraisal District and desires to cast votes for candidates to serve as members of the Board of Directors of the Tarrant County Appraisal District.</p>	
Funding and Sources:	
There is no fiscal impact.	
Recommendation:	
Staff recommends the City Council approve Resolution 1632 authorizing the casting of ___votes for _____candidate(s)	

RESOLUTION 1632

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HURST, TEXAS,
TO CAST VOTES FOR CANDIDATE(S) TO SERVE AS MEMBER(S) OF THE
TARRANT COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS**

WHEREAS, the City Council of the City of Hurst, Texas desires to cast votes for candidate(s) to serve as member(s) of the Board of Directors of the Tarrant County Appraisal District; and

WHEREAS, the City Council recognizes the importance of the Board of Directors in providing leadership for the Tarrant Appraisal District; and

WHEREAS, the City Council wishes to promote a continued emphasis on fair and uniform appraisals and the efficient operation of the Tarrant Appraisal District.

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

Section 1: **THAT** the City's 21 votes be cast for the following person(s) to serve as a member of the Tarrant Appraisal District Board of Directors during the two-year term beginning January 1, 2016.

AND IT IS SO RESOLVED.

PASSED by a vote of to on this the 10th day of November 2015.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Richard Ward, Mayor

Approved as to form and legality:

City Attorney



ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS

We, the governing body of City of Hurst having been advised by the Chief Appraiser of Tarrant Appraisal District that we are entitled to cast 21 votes collectively or separately for the following nominees for the Board of Tarrant Appraisal District:

Mr. Johnny Bennett	
Ms. Karina Davis	
Mr. John Eubanks	Mr. Eubanks has notified TAD that he withdraws his name from consideration for reelection to TAD's Board of Directors.
Mr. Don Funderlic	
Mr. John Marshall	Mr. Marshall has notified TAD that he withdraws his name from consideration for election to TAD's Board of Directors.
Mr. John Molyneaux	
Mr. Terry Moore	
Mr. Michael O'Donnell	
Mr. Joe Potthoff	
Mr. Mark Wood	

do hereby resolve and order that City of Hurst cast and does hereby cast its votes as follows:

VOTES FOR		
	Mr. Johnny Bennett	
	Mr. Karina Davis	
	Mr. John Eubanks	Mr. Eubanks has notified TAD that he withdraws his name from consideration for reelection to TAD's Board of Directors.
	Mr. Don Funderlic	
	Mr. John Marshall	Mr. Marshall has notified TAD that he withdraws his name from consideration for election to TAD's Board of Directors.
	Mr. John Molyneaux	
	Mr. Terry Moore	
	Mr. Michael O'Donnell	
	Mr. Joe Potthoff	
	Mr. Mark Wood	

Passed this _____ day of _____, 2015

Presiding Officer

ATTEST
_____, Secretary or Clerk, City of Hurst

IMPORTANT: This ballot should be returned by December 15, 2015 to Jeff Law, Chief Appraiser, Tarrant Appraisal District, 2500 Handley-Ederville Rd., Fort Worth, Texas, 76118

City Council Staff Report

SUBJECT: Approval authorizing the city manager to engage The Mejorando Group for supervisor training	
Supporting Documents:	
Proposal	Meeting Date: 11/10/2015 Department: Human Resources Reviewed by: Matia Messemer City Manager Review:
Background/Analysis:	
<p>Through the continued organizational development effort with Good to Great, City leadership identified the need for targeted supervisor training on leadership skills, management skills, and communication skills. Patrick Ibarra with The Mejorando Group was brought in for an initial training as a trial run for considering a full cohort of eight sessions. The initial training took almost 30 supervisors through two sessions of training, and it was successful. Human Resources received positive feedback recognizing the training as helpful and immediately applicable to their jobs. With the success of the first round, staff now recommends bringing in Patrick Ibarra with the Mejorando Group for two cohorts. The cohorts will be eight sessions and will be in groups of 15 supervisors in each of the two sessions. There would be an application process with selection for participation made by the leadership development committee consisting of four Executive Directors. The proposed cost of supervisor training with the Mejorando Group will be approximately \$32,000 for eight full day workshops plus travel expenses.</p>	
Funding and Sources:	
Funding is available in Special Projects.	
Recommendation:	
Staff recommends the City Council authorize the city manager to engage The Mejorando Group for supervisor training in early 2016.	

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into a Professional Services Agreement with Carollo Engineers, Inc. to create the Texas Commission on Environmental Quality’s required Nitrification Action Plan (NAP)

Supporting Documents:

TCEQ letter dated March 13, 2015
 TCEQ letter dated October 19, 2015
 Professional Services Agreement

Meeting Date: 11/10/2015
 Department: Public Works
 Reviewed by: Ron Haynes
 City Manager Review:

Background/Analysis:

In January 2015, the Texas Commission on Environmental Quality (TCEQ) performed a Public Drinking Water Inspection of the City of Hurst and mandated that our system apply for the Chloramine Exception Rule. Hurst complied with the request and received an Exception to the Rule on March 13, 2015. On July 30, 2015, TCEQ enacted new rules in Title 30, under the Texas Administrative Code (30 TAC) Chapter 290 to mandate Nitrification Action Plans (NAP) for all Public Water Systems that use and or purchase chloraminated water. On October 19, 2015, the City of Hurst received notification from TCEQ that the NAP was required and would be requested during the next on-site Public Drinking Water Inspection. City of Hurst staff met with Carollo Engineers Inc. and received a Professional Services Proposal to collect and review data of our current system infrastructure, prepare a NAP Draft, and finalize our NAP as required by the TCEQ.

Funding and Sources:

Funding for this agreement is available from Depreciation

Recommendation:

Staff recommends that City Council authorize the City Manager to execute the Professional Services Agreement with Carollo Engineers, Inc. for a Nitrification Action Plan at a fee amount not to exceed \$42,033.00.

Bryan W. Shaw, Ph.D., P.E., Chairman
Toby Baker, Commissioner
Zak Covar, Commissioner
Richard A. Hyde, P.E., Executive Director



PWS_2200054_CO_20150313_EXCEPTION

Texas Commission on Environmental Quality

Protecting Texas by Reducing and Preventing Pollution

March 13, 2015

RECEIVED

MAR 27 2015

Public Works
Operations

Mr. Christopher Perry, Production Manager
City of Hurst
2001 Precinct Line Road
Hurst, TX 76054

Subject: City of Hurst – PWS ID No. 2200054
Request for an Exception to Allow the Use of Chloramines
Tarrant County, Texas

RN 101188134;

CN 601349863

Dear Mr. Perry:

On January 26, 2015 the Texas Commission on Environmental Quality (TCEQ) received your letter dated January 26, 2015, providing notice of the type of disinfection used by the City of Hurst (City) public water system (PWS) in accordance with the requirements specified in Title 30 of the *Texas Administrative Code* (30 TAC) §290.39(j). According to TCEQ records, the City has been distributing chloraminated water purchased from the City of Fort Worth (PWS ID No. 2200012) since 1992. Regulations specified in 30 TAC §290.42(e)(3)(G) require that the use of chloramines be reviewed by TCEQ on a case-by-case basis. Based on our review of the information submitted, we are **granting** your request to continue using chloramines under these conditions:

1. **Notification:** We note that the City has been distributing chloraminated water for many years. Consequently, public notice of the use of chloramines will be required only for new customers. Each of the City's **new customers**, both retail and wholesale, must be notified of the use of chloramine disinfectant prior to providing this treated water to its customers. This notification must contain the exact wording included in Enclosure 1 of this letter: "Sample Language for Notification Upon Changing from Free Chlorine to Chloramines."
2. **Distribution Residual:** Please note that the minimum distribution residual shall be maintained at 0.5 mg/L chloramine residual (measured as total chlorine) throughout the distribution system, including the far reaches of the distribution system, at all times, as specified in 30 TAC §290.110. When using free chlorine to shock the system, maintain a free chlorine residual of at least 0.2 mg/L.
3. **Periodic Testing:** Monochloramine, total chlorine, free ammonia and nitrite levels need to be tested periodically to ensure that an adequate disinfectant residual is being maintained and nitrification is not occurring in the distribution system. Nitrification can result in loss of residual, regrowth of bacteria, odor problems, and elevated nitrate/nitrite levels.

Consequently, systems using chloramines must meet the following requirements as a condition of the exception:

- a. The plant must obtain a test kit(s) or use a laboratory procedure that can measure:
 - i. Free Ammonia - Acceptable analytical methods are EPA 350.1 and SM 4500-NH₃-G.
 - ii. Monochloramine - The kit or procedure must distinguish monochloramine from other forms of total chlorine using methods SM4500-Cl-D, -F, or -G.
 - iii. Total Chlorine - Standard methods 4500-CL D, E, F, and EPA method 334 are acceptable total chlorine analytical methods.
 - iv. Free Chlorine - The water system must have the ability to measure free chlorine when the water system switches from chloramines to free chlorine during a "burnout." See 30 TAC §290.110 for acceptable analytical methods.
 - v. Nitrite/Nitrate - You must either obtain a kit for measuring nitrite and nitrate OR identify a laboratory that can perform nitrite and nitrate analysis and can provide you with results within 48 hours of sample delivery. Acceptable analytical methods are EPA 300.0, 300.1 and SM 4110 B.

b. The water system must, at a minimum, measure and record the following^a:

	At Entry Point(s) to the Distribution System	In the Distribution System	Downstream of any Chlorine or Ammonia (NH ₃) Injection Points
Free Ammonia (NH ₃)	Weekly	At least weekly ^b	Before and after adjusting the chlorine or NH ₃ feed rate and weekly
Mono-chloramine	Weekly	At least weekly ^b	After adjusting the chlorine or NH ₃ feed rate and weekly
Total Chlorine	Weekly	Daily ^c	After adjusting the chlorine or NH ₃ feed rate and weekly
Nitrite and Nitrate	As needed to set baseline, then quarterly	At least quarterly, and in response to action level triggers	Routine sampling not required

^a If levels are below disinfectant Action Levels, or over nitrite/nitrate or other Base Line levels, more frequent monitoring will be needed.

^b When collecting a routine sample such as a bacteriological or disinfectant residual sample.

^c Total chlorine must be collected daily (based on a system size of 16868 connections) at locations representing the entire distribution system in accordance with 30 TAC §290.110.

4. **Nitrification Action Plan:** You must set system-specific action levels to detect and prevent nitrification. If concentrations are inconsistent with system-specific action levels, corrective action shall be taken. Please see Enclosure 2: *Nitrification Action Plan* for guidance. You must document in writing the system-specific plan for monitoring free ammonia, monochloramine, total chlorine, and nitrite/nitrate; and the levels for taking corrective action. This information shall be maintained as a part of the systems monitoring plan [30 TAC §290.121] and provided to operators and to the TCEQ upon request.

Additional information is available on the TCEQ's web page titled ***Controlling Nitrification in Chloraminating Water Systems*** at:

www.tceq.texas.gov/drinkingwater/disinfection/nitrification.html

Note that this exception requires increased monitoring for nitrite and nitrate in addition to the compliance sampling required at entry points by 30 TAC §290.106. Entry point samples collected for compliance with 30 TAC §290.106 must not exceed the health-based maximum contaminant levels (MCLs) for nitrite and nitrate of 1 mg/L and 10 mg/L, respectively. Samples taken for managing chloramination treatment are not considered in determining compliance, but levels over the MCLs are a concern, and may indicate extreme nitrification, cross connection, or backflow. Determine and remediate the cause of high levels immediately.

5. **Record Retention:** Records of monochloramine, total chlorine, ammonia, nitrite, and nitrate monitoring described above must be maintained with the system's disinfectant records for a period of three years and made available to the TCEQ staff upon request as specified in 30 TAC §290.46(f)(3)(B).
6. **Notification of Reversion to Free Chlorine:** The TCEQ monitors disinfection byproduct (DBP) levels at all public water systems. The City may realize the need to revert back to free chlorine periodically to control levels of nitrifying bacteria in its distribution system. This reversion process, if accomplished in a month or less, does not reflect normal operating conditions and may result in temporary increases in DBP levels. Consequently, the TCEQ may adjust a system's DBP monitoring schedule during these events. To ensure that DBP samples are not collected under abnormal operating conditions, you must notify us of any temporary reversion back to free chlorine. These notices should be issued in the following manner:
 - a. The Notice should state the date that the system will begin distributing water with a free chlorine residual as well as the anticipated duration of the event.
 - b. The Notice to TCEQ should be sent via email to DBP@tceq.texas.gov, or fax to (512) 239-6050, or phone at (512) 239-4691, or correspondence to:

Drinking Water Quality Team (MC 155)
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

Public water systems that wholesale chloraminated water are required to notify all wholesale customers in writing or via fax of the temporary switch to free chlorine disinfectant at least 14 days before the reversion will begin.

7. **Plans and Specifications:** Engineering plans and specifications **are not** required to be submitted to the TCEQ's Utilities Technical Review Team (MC 159) for review and approval prior at this time.

Engineering plans and specifications that show compliance with the 30 TAC Chapter 290 rules and the conditions of this letter will be required to be submitted and approved for all future chlorine or ammonia feed and storage facilities.

8. **Blending chloraminated and chlorinated water in distribution:** Our records indicate that your system uses chloraminated purchased water and seasonally uses well water. The well disinfectant was confirmed from a recent TCEQ investigation of the PWS to be chloramines for the South pressure plane, and only chlorine for the North pressure plane. When using the wells, if the PWS blends chloraminated and chlorinated sources, this will be a concern, because the disinfectant ratio of chlorine to ammonia-nitrogen ($\text{Cl}_2:\text{NH}_4\text{-N}$) can become out of control. An off-balance $\text{Cl}_2:\text{NH}_4\text{-N}$ ratio may lead to the formation of dichloramine and trichloramine, which can cause odor complaints and the loss of disinfectant residual with potential violations.

If the PWS is blending chloraminated and chlorinated water now or in the future, the system must request a revised exception for the use of chloramines.

Mr. Christopher Perry, Production Manager
Page 4
March 13, 2015

All exceptions are subject to periodic review and may be revoked or amended if warranted. A copy of this letter and all related monitoring data must be maintained with the water system's records for as long as this exception is in effect. These records must be made available to TCEQ staff upon request.

Please note that this exception is not intended to waive compliance with any other TCEQ requirement in 30 TAC Chapter 290. This exception cannot be used as a defense in any enforcement action resulting from noncompliance with any other requirement of 30 TAC Chapter 290.

The TCEQ is currently proposing to include the requirements for chloramination in 30 TAC Chapter 290. Please see rule number 2013-046-290-OW at www.tceq.texas.gov/rules for more information.

If you have any questions, or need further assistance, please contact Bill Melville, P.E., at Bill.Melville@tceq.texas.gov, or by telephone at (512) 239-4729, or by correspondence at the following address:

Technical Review & Oversight Team (MC 159)
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087.

Sincerely,



Joel Klumpp, Manager
Plan & Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality

JPK/WRM

Enclosures: 1. Public Notice Requirements for Systems Converting to Chloramines
2. Nitrification Action Plan

cc: The Honorable Richard K. Ward, Mayor, City of Hurst, 1505 Precinct Line Rd.,
Hurst, TX 76054-3302

Bryan W. Shaw, Ph.D, P.E., *Chairman*
Toby Baker, *Commissioner*
John Niermann, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



PWS_2200054_CO_20151019_Chloramines

Texas Commission on Environmental Quality

Protecting Texas by Reducing and Preventing Pollution

October 19, 2015

RICHARD K WARD, MAYOR
CITY OF HURST
1505 PRECINCT LINE RD
HURST, TX 76054-3302

RECEIVED

OCT 22 2015

ENGINEERING

RECEIVED

OCT 22 2015

CITY SECRETARY'S
OFFICE

Re: **New Rules for the Use of Chloramines**
CITY OF HURST – PWS ID 2200054
TARRANT County, Texas
RN101188134 CN601349863|CN601349863 CN601349863

Dear RICHARD K WARD,

The Texas Commission on Environmental Quality (TCEQ) is streamlining and simplifying the process for systems that have a chloramine residual by adopting new regulations. As of July 30, 2015, public water systems (PWSs) that only utilize chloramines as a disinfectant will **no longer need a site-specific exception**. PWSs that blend together chlorinated and chloraminated water will still be required to have an exception.

The TCEQ's rules now provide the requirements for chloramines instead of the conditions in the previous exception approval letters. Please see the attached enclosure (Enclosure 1: *Fact Sheet on Chloramine Requirements*) which provides a summary of the requirements that were adopted. These new rules are located in Title 30, Texas Administrative Code (30 TAC) Chapter 290, including:

- Monitoring Frequency and Locations - §290.110(c)
- Analytical Methods - §290.110(d) and §290.46(s)
- Record Keeping and Action Plans- §290.46(f) and §290.46(z)
- Notification - §290.47(h)
- Design - §290.42(e)

The new rules are available to you on our website at:

www.tceq.texas.gov/rules/indxpdf.html/#290

Although the chloramine exception requirement has been removed, new construction or system modifications are still required to have TCEQ's written approval of plans and specifications. If you plan to make any changes in the treatment or disinfectant to your system in the future, please submit engineering documents to the Plan Review Team at:

Texas Commission on Environmental Quality
Plan Review Team (MC-159)
P.O. Box 13087
Austin, TX 78711-3087

RICHARD K WARD
Page 2 of 2
October 19, 2015

Nitrification Guidance

To ensure the protection of the public health, systems that use chloramines are required to develop and maintain a Nitrification Action Plan (NAP), and keep the NAP onsite for review upon request by the TCEQ. The attached enclosure (Enclosure 2: *NAP Guidance*) provides additional information about developing a NAP. More information about nitrification and assistance with developing a NAP is available on our *Controlling Nitrification in Chloraminating Water Systems* website at:

www.tceq.texas.gov/drinkingwater/disinfection/nitrification.html

Does your System Blend Chlorinated and Chloraminated Water?

Due to the difficulty and potential health risk, systems that **blend** chlorinated and chloraminated water together will **still be required to have an exception**.

If you blend chloraminated and chlorinated water in the distribution system or a storage tank, contact the Technical Review and Oversight Team to revise your current blending exception or request an exception to blend chlorinated and chloraminated water.

For assistance in determining whether your system is blending, please contact a member of the Technical Review and Oversight Team by phone at (512) 239-4691 or by email at PDWS@tceq.texas.gov.

Assistance is Available

The TCEQ also offers free technical assistance through the Financial, Managerial, and Technical (FMT) Program to assist you with NAPs and the chloramination process. If you would like more information about the FMT Program, you can visit our website at:

www.tceq.texas.gov/drinkingwater/fmt.

If you have any questions regarding the new rule and how this affects your system, or would like to schedule FMT assistance, please contact us by phone at (512) 239-4691 or by email at PDWS@tceq.texas.gov.

Sincerely,

Joel Klumpp, Manager
Plan & Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality

Enclosure 1: *Fact Sheet on Chloramine Requirements*
Enclosure 2: *Nitrification Action Plan (NAP) Guidance*

AGREEMENT FOR PROFESSIONAL SERVICES

Project No. _____

This AGREEMENT made and entered into this _____ day of _____, 2015 by and between City of Hurst (hereinafter "OWNER"), and Carollo Engineers, Inc., (hereinafter "ENGINEER").

WITNESSETH:

WHEREAS, the OWNER and the ENGINEER wish to enter into an Agreement (hereinafter "Agreement") for the furnishing of Engineering Services in connection with a nitrification action plan (hereinafter "Project"), and

WHEREAS, ENGINEER is qualified and prepared to perform the necessary professional services in connection with the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

SECTION 1 - PROFESSIONAL SERVICES

1.1 ENGINEER shall provide professional engineering services in all phases of the Project to which this Agreement applies. The services furnished by the ENGINEER will be defined by Task Orders which will set forth the Engineer's Services, Time of Performance, and Payment.

1.2 It is intended that each Task Order, after execution by both parties shall become a supplement to and a part of this Agreement.

SECTION 2 - PAYMENT TO ENGINEER

2.1 As consideration for providing the services referred to in Section 1, the OWNER shall pay ENGINEER on the basis to be established in the Task Order for Services.

2.2 The ENGINEER is not responsible for damage or delay in performance caused by events beyond the control of ENGINEER. In the event ENGINEER's services are suspended, delayed or interrupted for

the convenience of the OWNER or delays occur beyond the control of ENGINEER, an equitable adjustment in ENGINEER's time of performance and cost of ENGINEER's personnel and subcontractors shall be made.

2.3 OWNER reserves the right to direct revision of ENGINEER's services as may be necessary. When ENGINEER is directed to make revisions under this section of the agreement, ENGINEER shall advise OWNER of the probable costs involved in completing engineering services and the time of performance for such completion. Extra services also include those that are required for defense of claims, in which event ENGINEER shall bill OWNER on an hourly basis together with cost of material.

2.4 In the event OWNER and ENGINEER cannot agree on equitable compensation for services rendered in making revisions, then, at OWNER's option, ENGINEER shall either continue performance under the revised Agreement and an equitable

adjustment in ENGINEER's time of performance and cost of ENGINEER's personnel shall be made at completion of the revised work or ENGINEER shall not be obligated to continue performance under this Agreement.

- 2.5 If ENGINEER's work products require revisions prior to construction bidding due to ENGINEER's errors or omissions, the exclusive remedy will be limited to revisions made by ENGINEER without compensation.
- 2.6 The ENGINEER shall bill the OWNER monthly indicating the services performed and the cost of such services.

OWNER agrees to pay invoices within 45 days of their date. Payments not received by ENGINEER within 45 days shall be considered delinquent and subject to a finance charge of 1 percent per month for each month unpaid after the date of invoice. ENGINEER may suspend services should an invoice remain delinquent for 75 days from date of invoice.

- 2.7 All notices shall be made in writing and may be given by personal delivery or by mail. Notices sent by mail shall be addressed to the designated responsible person or office:

TO OWNER:

Ron Haynes, Director of Public Works
1505 Precinct Line Road
Hurst, Texas 76054

TO ENGINEER:

Darryl Corbin, Senior Vice President
14785 Preston Road, Suite 950
Dallas, Texas 75254

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices and

invoices shall be deemed given at the time of actual delivery.

All payments are to be mailed to:

Carollo Engineers, Inc.
P.O. Box 4932
Houston, TX 77210-4932

unless otherwise informed on the face of the invoice.

SECTION 3 - MISCELLANEOUS

- 3.1 The OWNER shall furnish the ENGINEER available studies, reports and other data pertinent to ENGINEER's services; obtain or authorize ENGINEER to obtain or provide additional reports and data as required; furnish to ENGINEER services of others required for the performance of ENGINEER's services hereunder, and ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement.
- 3.2 The OWNER shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services hereunder.
- 3.3 Documents, including drawings and specifications, prepared by ENGINEER pursuant to this Agreement are not intended or represented to be suitable for reuse by OWNER or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless

ENGINEER from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

- 3.4 The ENGINEER maintains, at its own expense, Worker's Compensation and Employers Liability, Comprehensive General Liability, Automobile Liability and Professional Liability policies with limits at or above that which is reasonably required of other engineering firms and will, upon request, furnish insurance certificates to OWNER.

SECTION 4 - LEGAL RELATIONS

- 4.1 The ENGINEER shall be responsible for professional negligence, which is failure to exercise skill and ability as ordinarily required of engineers under the same or similar circumstances. The ENGINEER shall not be responsible for warranties, guarantees, fitness for a particular purpose or breach of fiduciary duty and shall only indemnify for failure to perform in accordance with the generally accepted engineering and consulting standards.
- 4.2 OWNER and ENGINEER shall each defend, indemnify and hold harmless the other and their respective principals, directors, officers and employees from and against claims, loss, liability, suits and damages, including attorney's fees, caused in whole or in part by either party's negligent acts, errors or omissions, willful misconduct or OWNER's lawful responsibility respectively or, anyone directly or indirectly employed by either of them or anyone for whose acts they may be liable regardless of whether or not such claim, loss, liability or damage is caused in part by a party indemnified hereunder.

In the event that both OWNER's and ENGINEER's wrongful act or lawful responsibility is the proximate cause of any liability or damages, then in such event, each party shall be liable for a portion of the damages and claim costs resulting therefrom equal to such party's comparative share of the total negligence or lawful responsibility for such damages and claim costs. Notwithstanding the foregoing, a party's defense obligation hereunder shall be limited to reimbursement of the other party's reasonable defense costs which are judicially determined to have been incurred as a result of the first party's negligence.

- 4.3 Hazardous materials or asbestos may exist at a site where there is no reason to believe they could or should be present. The ENGINEER and OWNER agree that the discovery of unanticipated hazardous materials or asbestos constitutes a changed condition mandating a renegotiation of ENGINEER's services.
- 4.4 The ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices or bidding strategies. Cost estimates are based on ENGINEER's opinion based on experience and judgment. ENGINEER cannot and does not guarantee that proposals, bids or actual Project construction costs will not vary from cost estimates prepared by ENGINEER.
- 4.5 If the project involves construction of any kind, the parties agree that OWNER and ENGINEER shall be indemnified to the fullest extent permitted by law for all claims,

damages, losses and expense including attorney's fees arising out of or resulting from Contractor's performance of work including injury to any worker on the job site except for the sole negligence of OWNER or ENGINEER. Both OWNER and ENGINEER shall be named as additional primary insured(s) by Contractor's General Liability and Builders All Risk insurance policies without offset and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

- 4.6 ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and will not be responsible for Contractor's failure to carry out work in accordance with the Contract Documents.
- 4.7 The services to be performed by ENGINEER are intended solely for the benefit of the OWNER. No person or entity not a signatory to this Agreement shall be entitled to rely on the ENGINEER's performance of its services hereunder, and no right to assert a claim against the ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the ENGINEER's services hereunder.

SECTION 5 - TERMINATION OF AGREEMENT

- 5.1 If this Agreement is terminated with or without cause, in either event, OWNER shall provide:

- a. not less than five (5) working days' written notice of intent to terminate, and
- b. an opportunity for good faith consultation prior to termination.

SECTION 6 - DISPUTE RESOLUTION

- 6.1 Disputes arising during the course of this Agreement shall be promptly addressed at completion of construction when professional services, together with construction evaluation, can be reasonably and fully assessed. The parties shall use best efforts to reach final resolution of disputes through meetings and negotiations required to resolve the dispute before any other forms of dispute resolution.

SECTION 7 - ENTIRE AGREEMENT

- 7.1 This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties and any negotiations, proposals or oral agreements are intended to be integrated herein and to be superseded by this written Agreement. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by the OWNER and ENGINEER.

SECTION 8 - GOVERNING LAW

- 8.1 This Agreement is to be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement, with effective date the day and year first above written.

CAROLLO ENGINEERS, INC.

OWNER

By: 

Darryl Corbin, P.E.,
Senior Vice President

By: _____

Hurst Nitrification Action Plan

Task	Principal in Charge	Project Manager	Engineer	Staff Engineer	Technician	Support Staff	Total Hours	Carollo Labor	PECE¹	Other Direct Costs	Total Fee
1. Collect and review available data		10	34			2	46	\$8,040	\$538		\$8,578
2. Prepare draft Nitrification Action Plan	4	24	64		8	4	104	\$18,196	\$1,217		\$19,413
3. Prepare final Nitrification Action Plan	1	6	16		4	2	29	\$4,908	\$339		\$5,247
4. Project management and meetings	4	24	8			2	38	\$7,150	\$445	\$1,200	\$8,795
Totals	9	64	122	0	12	10	217	\$38,294	\$2,539	\$1,200	\$42,033

Notes:

1. PECE = Project Equipment and Communications Expenses

TASK ORDER NO. 1

CITY OF HURST
(OWNER)

AND

CAROLLO ENGINEERS, INC.
(ENGINEER)

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants, and conditions contained in the Agreement between the above named parties dated the ___th day of ____ 2015, in connection with:

NITRIFICATION ACTION PLAN

PURPOSE

The OWNER operates distribution system that is fed primarily by treated water purchased from the City of Fort Worth. Since enacting water conservation measures in response to the drought, the OWNER has experienced increased loss of residual disinfectant in the distribution system, likely a result of higher water ages and nitrification. Nitrification is a two-step biological process during which ammonia is converted nitrite, then to nitrate, and often leads to increased chloramine loss in the distribution system. The purpose of this task order is to develop specific recommendations to help the OWNER limit nitrification in the Hurst distribution system.

ENGINEER'S SERVICES

1. Collect and review available data
 - a. Review available water quality data at the FTW Vault No. 1, FTW Vault No. 2, and in the distribution system, including water temperature, pH, total chlorine residual, monochloramine residual, nitrite, nitrate, free ammonia, and total organic carbon (TOC), if available.
 - b. Conduct site visit. It is assumed that a 6-hour site visit plus travel time, will be sufficient to review key distribution system facilities.
 - c. Review service area description data, including maps showing pressure zones, water sources, booster stations, storage tanks, sampling sites, and flushing sites.
 - d. Review current operation and maintenance procedures related to the distribution system.
2. Prepare nitrification action plan.
 - a. Engineer will review TCEQ requirements for preparing a nitrification action plan
 - b. Using the data available, the nitrification action plan will include:
 - 1) Background information including an overview of the OWNER's distribution system and distribution system operating practices.
 - 2) Recommended monitoring plan including the identification of monitoring locations, parameters, and sampling frequencies.

- 3) Guidelines for the interpretation of nitrification indicator parameter data.
 - 4) Preparation of draft action levels for indicator parameters, based on the analysis of the existing water quality data.
 - 5) Recommend appropriate actions to undertake based on the results of each action level.
3. Project management and meetings
 - a. Kickoff meeting, conducted the same day as the site visit described in Task 1.
 - b. Review meeting to discuss comments received about the draft nitrification action plan.
 4. Deliverables
 - a. A draft nitrification action plan will be submitted to the OWNER. The OWNER will review the draft and provide comments for revision and finalization.
 - b. A final version of the nitrification action plan will be issued within two weeks of receiving the OWNER's comments.

TIME OF PERFORMANCE

Services shall begin immediately upon receipt of notice to proceed (NTP). Assuming the NTP is issued by _____, 2015, the draft report will be submitted to the OWNER by _____, 2015. The Final Report will be submitted to the OWNER on or before _____, 2015.

PAYMENT

For the performance of the services under this Task Order No. 1, the compensation will be a lump sum amount of \$42,033. Invoices shall be submitted monthly.

EFFECTIVE DATE

This Task Order No. 1 is effective as of the _____ day of _____, 2015.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. 1 evidencing its issuance by OWNER and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.

OWNER

Accepted this _____ day of _____, 2015

By: 
Darryl Corbin, P.E.,
Senior Vice President

By: _____

Future Event Calendar

November 10, 2015

DATE AND TIME	ACTIVITY
Tuesday, November 10, 2015 6:30 p.m.	Regular City Council Meeting City Council Chambers
Tuesday, November 24, 2015	City Council Meeting Canceled
Thursday, November 26, 2015	City Offices Closed - Holiday
Friday, November 27, 2015	City Offices Closed – Holiday
Tuesday, December 1, 2015 5:00 p.m. – 9:00 p.m.	Christmas Tree Lighting Hurst Conference Center
Tuesday, December 8, 2015 6:30 p.m.	Regular City Council Meeting City Council Chambers
Tuesday, December 22, 2015	City Council Meeting Canceled
Thursday, December 24, 2015	City Offices Closed - Holiday
Friday, December 25, 2015	City Offices Closed - Holiday