

**WORK SESSION AGENDA OF THE CITY COUNCIL OF HURST, TEXAS  
CITY HALL, 1505 PRECINCT LINE ROAD  
FIRST FLOOR CONFERENCE ROOM  
TUESDAY, APRIL 12, 2016 – 5:30 P.M.**

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**I. Call to Order**

**II. Informational Items**

**III. Discussion of Agenda Item(s) 11**

Consider authorizing the city manager to enter into a contract with Excel 4 Construction, LLC, for the 2015 Miscellaneous Water Main Replacement Project

**Greg Dickens**

**IV. Discussion of Agenda Item(s) 12**

Consider authorizing the city manager to enter into an Architectural Services Agreement with Ron Hobbs Architecture & Interior Design for the design of the Hurst Animal Shelter Expansion and Renovation Project

**Stephen Moore**

**V. Adjournment**

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

This the 8th day of April 2016, 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, APRIL 12, 2016**

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**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)**

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**CALL TO ORDER**

**INVOCATION (Councilmember Henry Wilson)**

**PLEDGE OF ALLEGIANCE**

**VOLUNTEERS-IN-ACTION RECOGNITION**

1. Proclamation recognizing Volunteer Appreciation Week
2. Presentation to Volunteers-in-Action Blue Jacket recipients

**PROCLAMATION(S) AND PRESENTATION(S)**

3. Proclamation recognizing Motorcycle Safety and Awareness Month
4. Proclamation recognizing Child Abuse Prevention Month
5. Proclamation recognizing National Public Safety Telecommunicators Week
6. Presentation of National Weather Service StormReady Award

**CONSENT AGENDA**

7. Consider approval of the minutes for the March 22, 2016 City Council meetings
8. Consider Ordinance 2316, second reading, to consider SP-16-01 Bank of Texas, a site plan revision for Lot A1, Block 1, Norwood North Addition, being 5.08 acres located at 500 Grapevine Highway
9. Consider Ordinance 2315, second reading, amending Chapter 27 of the Hurst Code of Ordinances, Section 27-3 Definitions by adding (43.5) E-cigarette or Electronic Cigarette and (112.5) Smoking / Non Traditional Smoking Related Business; by amending Sections 27-12 Limited Business (c) Planned Development uses by adding (3) Electronic Cigarettes, Section

27-13 General Business (c) Planned Development (6) Electronic Cigarettes; Section 27-14 Outdoor Commercial (c) Planned Development uses by adding (5) Electronic Cigarettes and Section 27-15.1 TX 10 Multi-Use District (c) Planned Development uses by adding Electronic Cigarettes

10. Consider moving the May 24, 2016 City Council meeting to May 17, 2016 and canceling the July 26, 2016 City Council meeting

### **ACTION ITEMS**

11. Consider authorizing the city manager to enter into a contract with Excel 4 Construction, LLC, for the 2015 Miscellaneous Water Main Replacement Project
12. Consider authorizing the city manager to enter into an Architectural Services Agreement with Ron Hobbs Architects for the design of the Hurst Animal Shelter Expansion and Renovation Project

### **OTHER BUSINESS**

13. Review of the following advisory board meeting minutes:
  - ) HEB Teen Court Advisory Board
  - ) Library Board
  - ) Parks and Recreation Board
  - ) Senior Citizen Advisory Board
14. Review of upcoming calendar items
15. 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 Texas Government Code, Section 551.074, Personnel - (City Council Appointees) and Section 551.071, conduct a private consultation with City Attorney about contemplated litigation and to reconvene in Open Session at the conclusion of the Executive Session

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

17. Consider authorizing the city attorney to initiate litigation against any or all of the following business organizations: O'Reilly Automotive Stores, Inc.; O'Reilly Automotive, Inc.; O'Reilly Auto Enterprises, LLC; Ozark Services, Inc.; Affinia Group, Inc.; Affinia, Inc.; Affinia Group Holdings, LLC; Affinia Group Holdings, Inc.; Affinia Group Intermediate Holdings, Inc.; and Wix Filtration Corp, LLC.

**ADJOURNMENT**

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

This 8th day of April 2016, 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.**

## Office of the Mayor

# Proclamation

## City of Hurst

The City of Hurst's Volunteers-In-Action (VIA) program is recognized as the first organized municipal volunteer program in the State of Texas and has received both state and national acclamations as a model volunteer program; and

Through the VIA program, the citizens of Hurst and surrounding areas have committed their time and energy to volunteer for the City of Hurst; and

Through the VIA program, volunteers have now contributed over 560,000 volunteer hours totaling nearly \$8.6 million in services; and

The overall success to the VIA program is not measured exclusively in terms of dollars, but also by the obvious commitment of each volunteer to maintaining the "Quality of Life" in Hurst.

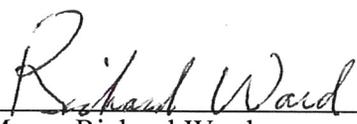
**NOW, THEREFORE**, I, Richard Ward, Mayor of the City of Hurst, on behalf of the entire Hurst City Council and all our citizens, do hereby proclaim April 10 – 16, 2016 as

### **Volunteers-in-Action Week to coordinate with National Volunteer Week**

and to express our sincere appreciation to our volunteer work force for their dedicated service.

WITNESS my Hand and Official Seal of the City of Hurst on this 12<sup>th</sup> day of April 2016.



  
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Mayor Richard Ward

City Council Staff Report

SUBJECT: 2016 Blue Jacket Ceremony	
Supporting Documents:	
	Meeting Date: 4/12/2016 Department: Community Services Reviewed by: Allan Heindel City Manager Review:
Background/Analysis:	
<p>The VIA Blue Jacket Ceremony is held every year in the spring in coordination with National Volunteer Appreciation Week. Volunteers who have reached the 200 hour mark are given a Blue Jacket with the VIA logo on it in recognition of their service. The Blue Jacket recipients are presented with the Blue Jacket by the City Council during the Council meeting. This year, eight volunteers will be honored at the 2016 Blue Jacket Ceremony.</p>	
Funding and Sources:	
Recommendation:	

Office of the Mayor

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# Proclamation

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## City of Hurst

Today's society is finding more citizens involved in motorcycling on the roads of our country; and  
Motorcyclists are roughly unprotected and more prone to injury or death, in a crash, than other  
vehicle drivers; and

Campaigns have helped inform riders and motorists on motorcycle safety issues, to reduce  
motorcycle related risks, injuries, and fatalities, through a comprehensive approach to motorcycle  
safety; and

It is the responsibility of all, who put themselves behind the wheel, to be aware of motorcycles and  
regard them with the same respect as other vehicles traveling the highways of this country, and it is  
the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

All citizens of our community are urged to become aware of the inherent danger involved in  
operating a motorcycle, and for riders and motorists to extend mutual respect to one another on the  
roadways.

**NOW THEREFORE**, I, Richard Ward, Mayor of the City of Hurst, Texas on behalf of the entire  
City Council and our citizens, do hereby proclaim the month of May as

### **Motorcycle Safety and Awareness Month**

and urge residents to do their part to increase safety and awareness in our community.

Witness my Hand and the Official Seal of the City of Hurst, Texas, on this the 12th day of April  
2016.



  
Richard Ward, Mayor

Office of the Mayor

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# Proclamation

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## City of Hurst

In 2015, in Texas, 176,868 investigations regarding reports of child abuse or neglect were reported; and

In 2015, in Tarrant County, 6,213 cases of child abuse and neglect were confirmed and 16 child deaths were attributed to abuse or neglect; and

Alliance for Children provided child-focused services to 1,899 children in 2015, which includes 376 in the Northeast Community; and

Alliance for Children provided prevention education to over 40,000 adults and children in Tarrant County in 2015; and

The prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement, parents, and the business community; and

Everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe and nurturing environment.

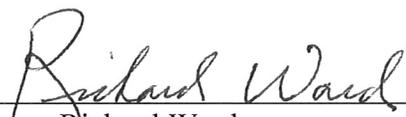
**NOW, THEREFORE**, I, Richard Ward, Mayor of the City of Hurst, Texas, on behalf of the entire City Council and all our citizens, do hereby proclaim the month of April 2016 as

### **Child Abuse Prevention Month**

and urge all citizens to work together to significantly help reduce child abuse and neglect in the years to come.

Witness my Hand and the Official Seal of the City of Hurst, Texas, on this 12th day of April 2016.



  
\_\_\_\_\_  
Mayor Richard Ward

Office of the Mayor

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# Proclamation

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City of Hurst

The first contact citizens in crisis have with emergency services is with Public Safety Dispatchers; and

Obtaining and relaying accurate, timely information is critical to the functioning of the police, fire and paramedic operations of the City; and

Public Safety Dispatchers must be trained to, and function at, a high level of proficiency in an incredibly stressful work environment; and

Hurst Public Safety Dispatchers consistently display a high level of professionalism, dedication, and attention to duty.

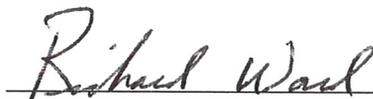
**NOW, THEREFORE**, I, Richard Ward, Mayor of the City of Hurst, Texas, on behalf of the entire City Council and our citizens, do hereby proclaim April 10-16, 2016

## **National Public Safety Telecommunicators Week**

and urge citizens to recognize and honor the public safety dispatchers who keep our City safe by dedicating their time to our community and public safety.

Witness my Hand and the official Seal of the City of Hurst, Texas, on this the 12th day of April 2016.



  
\_\_\_\_\_  
Mayor Richard Ward

City Council Staff Report

SUBJECT: Presentation of Storm Ready Designation from the National Weather Service	
Supporting Documents:	
	Meeting Date: 4/12/2016 Department: Fire Reviewed by: JB City Manager Review:
Background/Analysis:	
<p>The StormReady Program of the National Weather Service established criteria for severe weather prone communities to aid in saving lives and protecting property. The program provides emergency managers with guidelines to improve hazardous weather operations. The City of Hurst meets the requirements, as outlined below, to qualify as a StormReady designated City.</p> <ul style="list-style-type: none"> <li>    ) Establish a 24 hour warning point and emergency operations center</li> <li>    ) Have more than one way to receive severe weather warnings and forecasts</li> <li>    ) Create a system that monitors weather conditions</li> <li>    ) Promote the importance of public readiness</li> <li>    ) Develop a formal hazardous weather plan, which includes severe weather spotters</li> </ul>	
Funding and Sources:	
There is no fiscal impact.	
Recommendation:	
Staff recommends City Council accept the StormReady designation from the National Weather Service.	

**Minutes  
Hurst City Council  
Work Session  
Tuesday, March 22, 2016**

On the 22nd day of March 2016, at 5:00 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
Allan Heindel	)	Deputy City Manager
Clay Caruthers	)	Assistant City Manager
Rita Frick	)	City Secretary
Greg Dickens	)	Executive Director of Public Works
Steve Bowden	)	Executive Director of Development
John Brown	)	Fire Chief
Stephen Moore	)	Police Chief
Michelle Lazo	)	Managing Director of Development
Steve Niekamp	)	Assistant Police Chief

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

- I. Call to Order – The meeting was called to order at 5:05 p.m.**
- II. Informational Items** – City Manager Allan Weegar provided Council a copy of Texas Municipal League’s model ordinance regarding payday lending regulations and recommended staff research how other cities have addressed this ordinance.
- III. Discussion of Agenda Item(s) 10 and 11**  
Conduct a public hearing to consider SP-16-01 Bank of Texas, a site plan revision for Lot A1, Block 1, Norwood North Addition, being 5.08 acres located at 500 Grapevine Highway.

Consider Ordinance 2316, first reading, to consider SP-16-01 Bank of Texas, a site plan revision for Lot A1, Block 1, Norwood North Addition, being 5.08 acres located at 500 Grapevine Highway.

Managing Director of Development Michelle Lazo briefed Councilmembers on SP-16-01 Bank of Texas, a site plan revision for Lot A1, Block 1, Norwood North Addition, being 5.08 acres, located at 500 Grapevine Highway, noting the request is to add a three (3) lane drive thru to the west side of the existing bank building. She stated there will be no changes to access drives and the existing monument sign. Ms. Lazo also noted the applicant will be planting two (2) Live Oaks and mitigating the remaining trees.

#### **V. Discussion of Agenda Item(s) 14**

Consider P-15-19 Noble Estates Addition, a final plat of Lots 1-10, Block 1, Noble Estates Addition, being 2.59 acres located at 312 East Pecan Street.

Managing Director of Development Michelle Lazo briefed Councilmembers on Plat P-15-09, noting this a final plat to develop a new single-family subdivision.

#### **IV. Discussion of Agenda Item(s) 12 and 13**

Conduct a public hearing to consider Ordinance 2315, first reading, amending Chapter 27 of the Hurst Code of Ordinances regarding E-cigarettes or Electronic Cigarettes and Smoking / Non Traditional Smoking Related Businesses.

Consider Ordinance 2315, first reading, amending Chapter 27 of the Hurst Code of Ordinances regarding E-cigarettes or Electronic Cigarettes and Smoking / Non Traditional Smoking Related Businesses.

Managing Director of Development Michelle Lazo briefed Councilmembers on the proposed amendments to Chapter 27 of the Hurst Code of Ordinances, noting the proposed ordinance amendments define E-cigarettes and Non-Traditional Smoking Related Businesses and requires a PD (Planned Development) process for new non-traditional smoking related businesses to open if these products are the principal sale.

#### **VI. Discussion of Agenda Item(s) 15**

Consider Resolution 1636 allowing the City of Hurst to declare its expectation that it will reimburse future expenses incurred for the Recreation Center and Central Aquatics Center repairs, improvements and renovations with proceeds of future debt.

Assistant City Manager Clay Caruthers briefed Councilmembers on the proposed reimbursement resolution, which declares the City's intent to reimburse future expenses incurred for the Recreation Center and Central Aquatics Center repairs. He stated the City must adopt the resolution declaring its intent to reimburse itself from the proceeds of the issuance of Certificates of Obligation prior to the debt financing.

#### **VII. Discussion of Agenda Item(s) 16**

Consider Resolution 1640 requesting the State of Texas remove Tract 15-09 from the State System and transfer its property interest in this tract to the City of Hurst

Executive Director of Public Works Greg Dickens briefed Councilmembers on the proposed resolution, which states the City agrees to assume all maintenance of the property. He explained the lots were remnants from the highway expansion and were no

longer needed by the state. Also, noted was the minimal maintenance of the property by the state and various possibilities for the use of the property once ownership is transferred to the City.

**VIII. Discussion of Agenda Item(s) 17**

Consider Resolution 1641 authorizing the police department to apply to the Office of the Governor, Criminal Justice Division, for the continuation grant, with the cities of Euless and Bedford, for operational cost of a Mental Health Coordinator position.

Assistant Police Chief Steve Niekamp briefed Councilmembers on the \$80,000 grant opportunity to help fund the Mental Health Coordinator position and reviewed the Mental Health Law Liaison Project (MHLL) and its success.

Mayor Ward recessed the meeting to Executive Session at 5:40 p.m. in compliance with the provisions of the Texas Open Meetings Law, authorized by Government Code, Section 551.074 Personnel – (City Council Appointees) and reconvened to open session at 6:05 p.m.

**IV. Adjournment - The work session adjourned at 6:07 p.m.**

**APPROVED** this the 12th day of April 2016.

**ATTEST:**

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

**APPROVED:**

\_\_\_\_\_  
Richard Ward, Mayor

**City of Hurst**  
**City Council Minutes**  
**Tuesday, March 22, 2016**

On the 22nd day of March 2016, 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
Allan Heindel	)	Deputy City Manager
Clay Caruthers	)	Assistant City Manager
Rita Frick	)	City Secretary
Greg Dickens	)	Executive Director of Public Works
Steve Bowden	)	Executive Director of Development
John Brown	)	Fire Chief
Stephen Moore	)	Police Chief
Michelle Lazo	)	Managing Director of Development
Steve Niekamp	)	Assistant Police Chief

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

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

Councilmember Booe gave the Invocation.

The Pledge of Allegiance was given.

**ACTION ITEM**

1. Consider appointment of City Manager.

Councilmember Wilson moved to appoint Clay Caruthers as City Manager of the City of Hurst effective July 16, 2016, and approve his employment agreement. Motion seconded by Councilmember Holzer. Motion prevailed by the following vote:

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

Assistant City Manager Clay Caruthers thanked the City Council and City Manager Allan Weegar for the opportunity and introduced his family members. Mayor and Councilmembers congratulated Mr. Caruthers and wished him well in his future position as city manager. City Manager Allan Weegar also expressed his confidence in the Council's selection.

Mayor Ward recessed the meeting at 5:51 p.m. and reconvened the meeting at 5:55 p.m.

### **PROCLAMATION (S)**

2. Proclamation recognizing the months of June, July, and August 2016 as HEB Reads! Summer Reading Challenge Season in the City of Hurst. Councilmember Holzer presented the Proclamation recognizing the HEB Reads! Summer reading challenge to Library Director Jesse Loucks who provided an overview of the program and introduced Library Manager Beverly Kirkendale. Mr. Loucks also introduced HEB ISD representative Kara Elledge who provided additional details about student needs.

### **CONSENT AGENDA**

3. Considered approval of the minutes for the February 23 and March 1, 10, 11 and 12, 2016 City Council meetings.
4. Considered authorizing the purchase of the iRecord Pro Forensic Interview Recording System for the Justice Center jail DWI rooms.
5. Considered authorizing the city manager to enter into a contract with BTH Sales & Marketing, Inc., for citywide graphic art services.
6. Considered authorizing the city manager to enter into a contract for website service at the Hurst Conference Center.
7. Considered authorizing the Chisholm Park Roadway and Parking Lots Improvements.
8. Considered authorizing the city manager to execute Change Order 2 with Excel 4 Construction, LLC, for the 2015 miscellaneous Sanitary Sewer Pipe Bursting Improvement Project.
9. Considered Resolution 1642 authorizing the city manager to allocate up to \$60,000 as matching funds for the HOME Investment Partnership Grant Program administered by the Tarrant County Community Development and Housing Department for projects in Hurst.

Councilmember Booe moved to accept the consent agenda. Motion seconded by Councilmember Holzer. Motion prevailed by the following vote:

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

No: None

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

10. Conducted a public hearing to consider SP-16-01 Bank of Texas, a site plan revision for Lot A1, Block 1, Norwood North Addition, being 5.08 acres located at 500 Grapevine Highway.

Mayor Ward announced a public hearing to consider SP-16-01 Bank of Texas, a site plan revision for Lot A1, Block 1, Norwood North Addition, being 5.08 acres located at 500 Grapevine Highway, and recognized applicant Jim Beach, Wallace Engineering, 200 East Grady Street. Mr. Beach reviewed the proposed site plan noting the new canopy with three (3) drive thru lanes. He stated the parking lot is being slightly altered, but still exceeds the number of required parking spaces. Also noted is the tree mitigation compliance. Managing Director of Development Michelle Lazo reviewed the project noting no changes to access or the existing monument sign.

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

11. Considered Ordinance 2316, first reading, to consider SP-16-01 Bank of Texas, a site plan revision for Lot A1, Block 1, Norwood North Addition, being 5.08 acres located at 500 Grapevine Highway.

Councilmember Wilson moved to approve SP-16-01 Bank of Texas, a site plan revision for Lot A1, Block 1, Norwood North Addition, being 5.08 acres located at 500 Grapevine Highway with the inclusion of Ordinance 2316. Motion seconded by Councilmember Kitchens. Motion prevailed by the following vote:

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

No: None

12. Conducted a public hearing to consider amending Chapter 27 of the Hurst Code of Ordinances, Section 27-3 Definitions by adding (43.5) E-cigarette or Electronic Cigarette and (112.5) Smoking / Non Traditional Smoking Related Business; by amending Sections 27-12 Limited Business (c) Planned Development uses by adding (3) Electronic Cigarettes, Section 27-13 General Business (c) Planned Development (6) Electronic Cigarettes; Section 27-14 Outdoor Commercial (c) Planned Development uses by adding (5) Electronic Cigarettes and Section 27-15.1 TX 10 Multi-Use District (c) Planned Development uses by adding Electronic Cigarettes.

Mayor Ward announced a public hearing to Consider Ordinance 2315, first reading, amending Chapter 27 of the Hurst Code of Ordinances regarding E-cigarettes or Electronic Cigarettes and Smoking / Non Traditional Smoking Related Businesses and recognized Managing Director of Development Michelle Lazo who noted the proposed ordinance amendments define E-cigarettes and Non-Traditional Smoking Related Businesses, and requires a PD (Planned Development) process for new non-traditional smoking related businesses to open if these products are the principal sale.

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

13. Considered Ordinance 2315, first reading, amending Chapter 27 of the Hurst Code of Ordinances, Section 27-3 Definitions by adding (43.5) E-cigarette or Electronic Cigarette and (112.5) Smoking / Non Traditional Smoking Related Business; by amending Sections 27-12 Limited Business (c) Planned Development uses by adding (3) Electronic Cigarettes, Section 27-13 General Business (c) Planned Development (6) Electronic Cigarettes; Section 27-14 Outdoor Commercial (c) Planned Development uses by adding (5) Electronic Cigarettes and Section 27-15.1 TX 10 Multi-Use District (c) Planned Development uses by adding Electronic Cigarettes.

In response to Councilmember's questions, Ms. Lazo stated during the site plan process, the Council has the decision to determine if the business is the highest and best use for the site. She stated that there are no specific regulations regarding the distance to school and churches for this type of use. City Attorney John Boyle stated the Council could make the determination if they believed the businesses were too close to schools or churches during the site plan process.

Councilmember Kitchens moved to approve Ordinance 2315 amending Chapter 27 of the Hurst Code of Ordinances. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

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

No: None

#### **PLAT(S)**

14. Considered P-15-19 Noble Estates Addition, a final plat of Lots 1-10, Block 1, Noble Estates Addition, being 2.59 acres located at 312 East Pecan Street.

Mayor Ward recognized JDJR Engineers and Consultants Representative Jim Dewey, 2500 Texas Drive, Suite 100, Irving, Texas who stated the plat was for a new single-family subdivision. Staff advised engineering plans have been reviewed and accepted.

Councilmember Wilson moved to approve Plat P-15-19. Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

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

No: None

#### **RESOLUTION(S)**

15. Considered Resolution 1636 allowing the City of Hurst to declare its expectation that it will reimburse future expenses incurred for Recreation Center and Central Aquatics Center repairs, improvements and renovations with proceeds of future debt.

Mayor Ward recognized Assistant City Manager Clay Caruthers who reviewed the proposed resolution noting the City's plan to issue bonds in June, but the need to spend dollars before the issuance. He stated that, by law, the resolution must be approved

before dollars are spent, so the City can reimburse itself. In response to Councilmembers' questions, Deputy City Manager Allan Heindel stated paperwork for insurance submittal for the floor has been sent to the Texas Municipal League.

Councilmember McLendon moved to approve Resolution 1636 allowing the City of Hurst to declare its expectation that it will reimburse future expenses incurred for Recreation Center and Central Aquatics Center repairs, improvements and renovations with proceeds of future debt. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

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

No: None

16. Considered Resolution 1640 requesting the State of Texas remove Tract 15-09 from the State System and transfer its property interest in this tract to the City of Hurst.

Mayor Ward recognized Executive Director of Public Works Greg Dickens who reviewed the proposed resolution noting the City will be agreeing to assume all maintenance of the property. He explained the lots were remnants from the highway expansion and were no longer needed by the state. Also, noted was the minimal maintenance of the property by the state, and various possibilities for the use of the property once ownership is transferred to the City.

Councilmember Wilson moved to approve Resolution 1640. Motion seconded by Councilmember Holzer. Motion prevailed by the following vote:

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

No: None

17. Considered Resolution 1641 authorizing the police department to apply to the Office of the Governor, Criminal Justice Division, for the continuation grant, with the cities of Eules and Bedford, for operational cost of a Mental Health Coordinator position.

Mayor Ward recognized Assistant Police Chief Steve Niekamp who reviewed the \$80,000 grant opportunity to help fund the Mental Health Coordinator position, the Mental Health Law Liaison Project (MHLL) and its success. In response to Councilmembers' questions Assistant Chief Niekamp stated, due to Chief Moore, Hurst Police Officers were trained in mental health issues before it was state mandated. He stated although he is unsure if the number of people with mental health issues increased, officers are better equipped to identify those with mental health issues.

Councilmember McLendon moved to approve Resolution 1641. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

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

No: None

**OTHER BUSINESS**

18. Councilmembers reviewed the following advisory board meeting minutes:

) HEB Teen Court Advisory Board

Mayor Ward noted the upcoming Teen Court Advisory Gala, April 28, 2016, at the Hurst Conference Center.

19. Review of upcoming calendar items – City Manager Allan Weegar noted the following calendar items:

) City Offices Closed – Friday, March 25, 2016

) Good Neighbor Days – Saturday, April 23 and April 30, 2016, 7:00 am – Noon, Bellaire Shopping Center

) Employee Giving Day, Friday, April 8, 2016

20. City Council Reports – Councilmember Kitchens reported on the recent National League of Cities Congress of Cities Conference and the Technology Committee and Small Cities Council meeting activities. Councilmember Kitchens also reported on a recent trip to Austin where he gave a presentation on what the City of Hurst is doing regarding Cyber Security. Councilmember Booe reported on the National League of Cities Congress of Cities Conference activities and the Finance Committee meeting.

**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 Council Candidates Anita Thetford, Jeff Childers and Trasa Cobern. Mayor Ward also recognized Pat King, who expressed appreciation to the Council for their support during the loss of her husband, Fred King.

**EXECUTIVE SESSION in Compliance With the Provisions of the Texas Open Meetings Law, Authorized by Government Code, Section 551.074, Personnel - (City Council Appointees) and to reconvene in Open Session at the conclusion of the Executive Session.** There was no executive session.

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

**ADJOURNMENT**

The meeting adjourned at 6:56 p.m.

**APPROVED** this the 12th day of March 2016.

**ATTEST:**

**APPROVED:**

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Rita L. Frick, City Secretary

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Richard Ward, Mayor

City Council Staff Report

SUBJECT: SP-16-01 Bank of Texas, a site plan revision for Lot A1, Block 1, Norwood North Addition, being 5.08 acres located at 500 Grapevine Highway	
Supporting Documents:	
Ordinance 2316	<p>Meeting Date: 4/12/2016</p> <p>Department: Development</p> <p>Reviewed by: Steve Bowden</p> <p>City Manager Review:</p>
Background/Analysis:	
<p>An application has been made by Wallace Engineering, on behalf of Bank of Texas, for a site plan revision on Lot A1, Block 1, Norwood North Addition, being 5.08 acres located at 500 Grapevine Highway. The property is zoned GB-PD (General Business Planned Development).</p> <p>The site plan is being requested to add a three (3) lane drive thru to the west side of the existing bank building. Two (2) lanes will have teller service and the third lane will be for ATM customers. There will be no changes to access drives on Highway 26 or Hurstview Drive.</p> <p>The applicant will be relocating three (3) parking lot islands and removing 32 caliper inches of Live Oaks. The applicant will be planting two (2) Live Oaks and mitigating the remaining 26 inches, at \$60.00 per caliper inch, into the City's tree replacement fund. The applicant will be adding Bermuda sod to the tree islands, and no other landscaping is planned.</p> <p>The canopy elevation indicates a brown metal composite roof with brick columns to match the existing structure. There will be three (3) small illuminated signs over the ATM and drive thru lanes.</p>	
Funding and Sources:	
There is no fiscal impact.	
Recommendation:	
The Planning and Zoning Commission met on Monday, February 29, 2016 and voted 7-0 to recommend approval of SP-16-01 Bank of Texas.	

ORDINANCE 2316

AN ORDINANCE ADOPTING A SITE PLAN APPROVAL FOR LOT A1, BLOCK 1, NORWOOD NORTH ADDITION, BEING 5.08 ACRES LOCATED AT 500 GRAPEVINE HIGHWAY ROAD, SP-16-01

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-D for Lot A1, Block 1, Norwood North Addition, being 5.08 acres located at 500 Grapevine Highway.

AND IT IS SO ORDERED.

Passed on the first reading on the 22<sup>nd</sup> day of March 2016 by a vote of 6 to 0.

Approved on the second reading on the 12<sup>th</sup> day of April 2016 by a vote of \_ to \_.

ATTEST:

CITY OF HURST

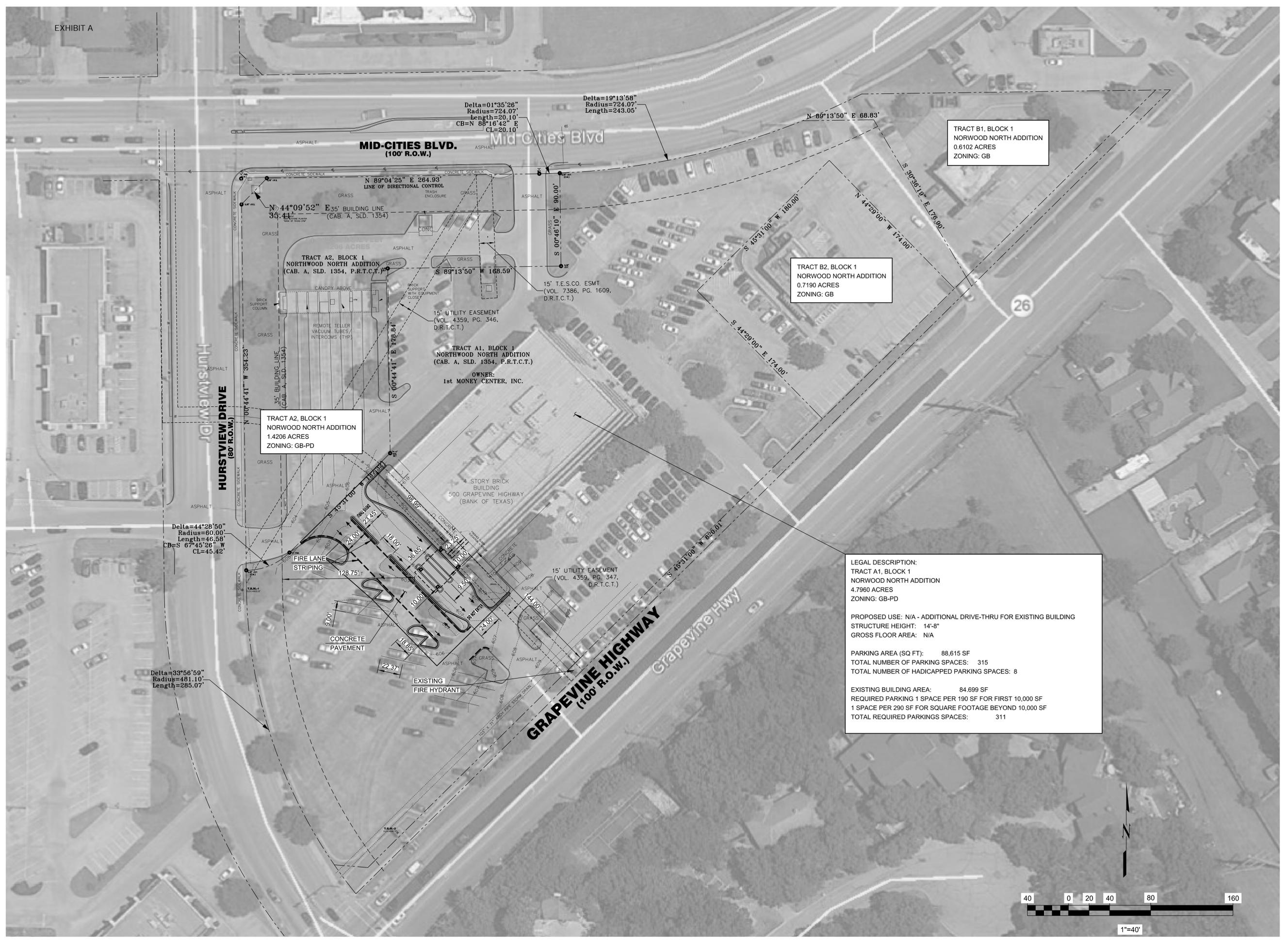
\_\_\_\_\_  
Rita Frick, City Secretary

\_\_\_\_\_  
Richard Ward, Mayor

Approved as to form and legality:

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

EXHIBIT A



**TRACT A2, BLOCK 1**  
**NORWOOD NORTH ADDITION**  
 1.4206 ACRES  
 ZONING: GB-PD

**TRACT B2, BLOCK 1**  
**NORWOOD NORTH ADDITION**  
 0.7190 ACRES  
 ZONING: GB

**TRACT B1, BLOCK 1**  
**NORWOOD NORTH ADDITION**  
 0.6102 ACRES  
 ZONING: GB

**LEGAL DESCRIPTION:**  
 TRACT A1, BLOCK 1  
 NORWOOD NORTH ADDITION  
 4.7960 ACRES  
 ZONING: GB-PD

**PROPOSED USE:** N/A - ADDITIONAL DRIVE-THRU FOR EXISTING BUILDING  
**STRUCTURE HEIGHT:** 14'-8"  
**GROSS FLOOR AREA:** N/A

**PARKING AREA (SQ FT):** 88,615 SF  
**TOTAL NUMBER OF PARKING SPACES:** 315  
**TOTAL NUMBER OF HADICAPPED PARKING SPACES:** 8

**EXISTING BUILDING AREA:** 84,699 SF  
**REQUIRED PARKING 1 SPACE PER 190 SF FOR FIRST 10,000 SF**  
**1 SPACE PER 290 SF FOR SQUARE FOOTAGE BEYOND 10,000 SF**  
**TOTAL REQUIRED PARKINGS SPACES:** 311



**wallace**  
 Wallace Engineering  
 Structural Consultants, Inc.  
 Structural and Civil Consultants  
 200 East Matthew Brady Street  
 Tulsa, Oklahoma 74103  
 918.584.5858, 900.364.5888  
 REG. NO. #14-001897  
 EXP. DATE 8/30/16

**OWNER**  
 BOK FINANCIAL  
 6242 E. 41st STREET  
 TULSA, OK 74135

**OWNER REPRESENTATIVE**  
 JACK JONES  
 333 W. CAMPBELL RD, 3RD FL.  
 RICHARDSON, TX 75080  
 214.673.3431

**ARCHITECT**  
 ARCHITECTS INK, LLC  
 8636 S. PEORIA  
 TULSA, OK 74132  
 918.417.7847

**CIVIL | STRUCTURAL ENGINEER**  
 WALLACE ENGINEERING  
 200 E. BRADY  
 TULSA, OK 74103  
 918.584.5858

**MECHANICAL | ELECTRICAL ENGINEER**  
 LEE & BROWNE CONSULTING ENGINEERS, INC.  
 1207 S. SHERIDAN RD.  
 TULSA, OK 74112  
 918.836.0271

**LANDSCAPE ARCHITECT**  
 GFF PLANNING  
 2808 FAIRMOUNT ST., SUITE 300  
 DALLAS, TX 75201  
 214.303.1500



**DRIVE-THRU CANOPY ADDITION**  
 500 GRAPEVINE HIGHWAY  
 HURST, TX 76054

**ISSUE | REVISION:**

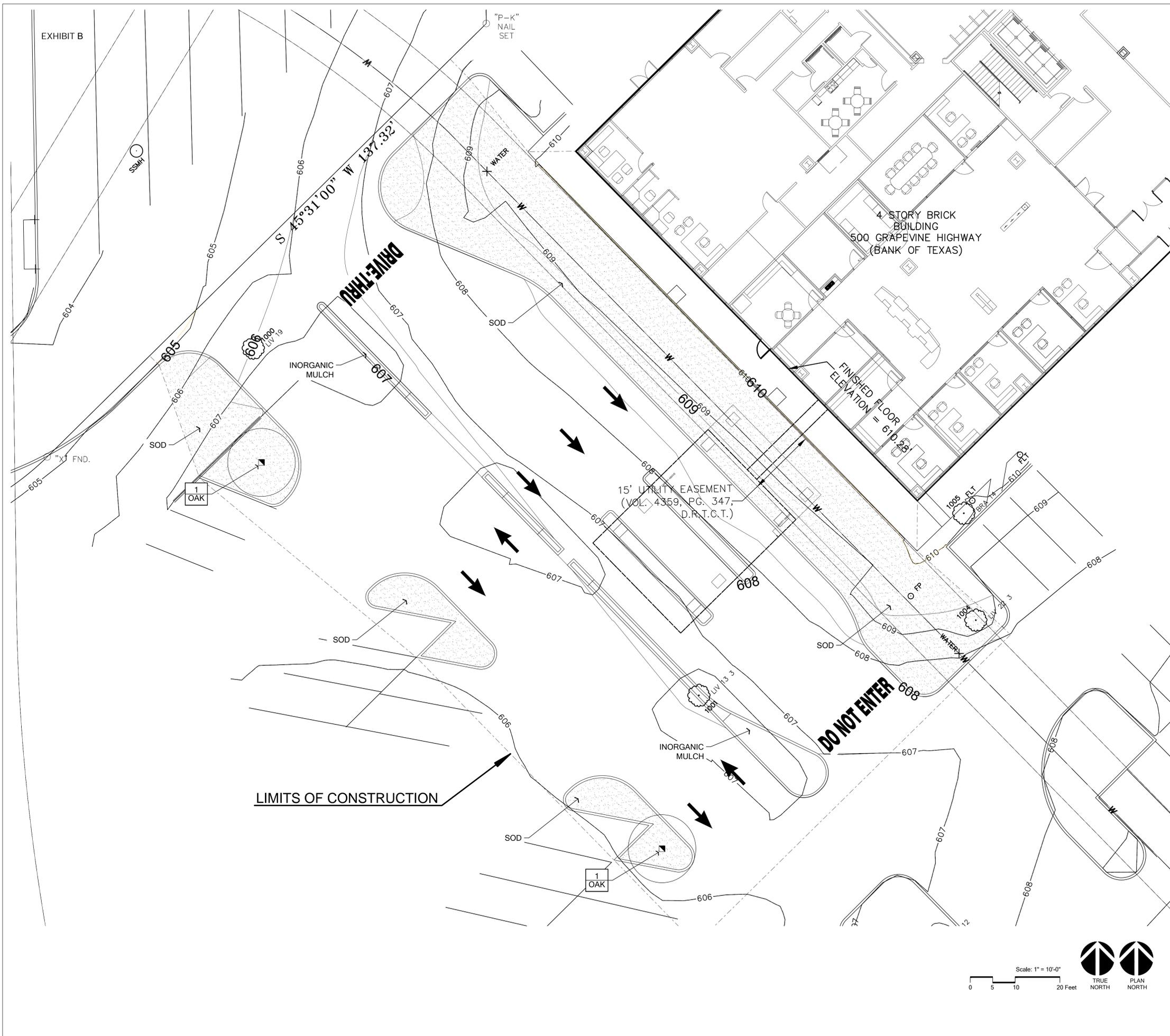
NO.	DESCRIPTION	DATE
1	Site Plan Submittal	01.18.16
2	Site Plan Resubmittal	02.16.16

PROJECT NO: **15BOK003**

DETAILED SITE PLAN

**C101**

2/16/2016 10:23:57 AM \\csl-server\projects\1540174 Bank of Texas - Hurst\Drawn\Detailed Site Plan\_40SC.dgn



**PLANTING LEGEND**

SYMBOL LAWN AREA

SYMBOL PLANT TYPE  
OAK LIVE OAK

**IRRIGATION NOTES**

- IRRIGATION INSTALLATION TO BE DESIGN/BUILD BY THE CONTRACTOR / SUBCONTRACTOR
- ALL LAWN SURFACES TO BE FULLY IRRIGATED WITH 100% HEAD TO HEAD COVERAGE. NO ROTOR SPRAY HEADS ARE TO BE USED
- ALL TREES BE IRRIGATED WITH MIN. (2) BUBBLERS.
- ALL PLANTER BEDS TO IRRIGATED VIA DRIP IRRIGATION.
- SLEEVES TO BE PROVIDED AS NEEDED TO CONNECT IRRIGATION LINES TO ANY PLANTED MEDIANS OR OTHER LANDSCAPE AREAS SEPARATED BY PAVEMENT PRIOR TO PAVEMENT INSTALLATION.
- NO IRRIGATION SPRAY IS TO BE DIRECTED ONTO WALKWAYS OR OTHER PAVEMENT.
- ALL IRRIGATION LINES SHALL BE LEAK-TESTED PRIOR TO BURIAL.
- SPRINKLER HEADS TO BE INSTALLED ONLY AFTER SYSTEM HAS BEEN COMPLETELY FLUSHED.
- ALL IRRIGATION AND RELATED EQUIPMENT INCLUDING (BUT NOT LIMITED TO) PIPING, VALVES, CONTROLLERS, BACKFLOW PREVENTER(S), THRUST BLOCKS, CONTROL WIRE, VALVE BOXES, SPRINKLER HEADS, RISERS, ETC. TO BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
- 'AS-BUILT' DRAWINGS FOR ALL IRRIGATION PLUMBING AND EQUIPMENT SHALL BE ACCURATELY MAINTAINED DURING INSTALLATION AND PROVIDED TO OWNER AT TIME OF FINAL ACCEPTANCE.



2808 Fairmount Street, Suite 300  
Dallas, Texas 75201 | 214.303.1500

**OWNER**  
BOK FINANCIAL  
6242 E. 41ST STREET  
TULSA, OK 74135

**OWNER REPRESENTATIVE**  
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**ARCHITECT**  
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918.417.7847

**CIVIL | STRUCTURAL ENGINEER**  
WALLACE ENGINEERING  
200 E. BRADY  
TULSA, OK 74103  
918.584.5858

**MECHANICAL | ELECTRICAL ENGINEER**  
LEE & BROWNE CONSULTING ENGINEERS, INC.  
1207 S. SHERIDAN RD.  
TULSA, OK 74112  
918.836.0271

**LANDSCAPE ARCHITECT**  
GFF PLANNING  
2808 FAIRMOUNT ST., SUITE 300  
DALLAS, TX 75201  
214.303.1500



**DRIVE-THRU CANOPY ADDITION**

500 GRAPEVINE HIGHWAY  
HURST, TX 76054

**ISSUE | REVISION:**

NO.	DESCRIPTION	DATE
1	permit / bid issue	02.18.16

PROJECT NO: 15BOK003

**L-400**  
LANDSCAPE PLANTING PLAN

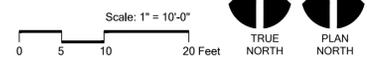
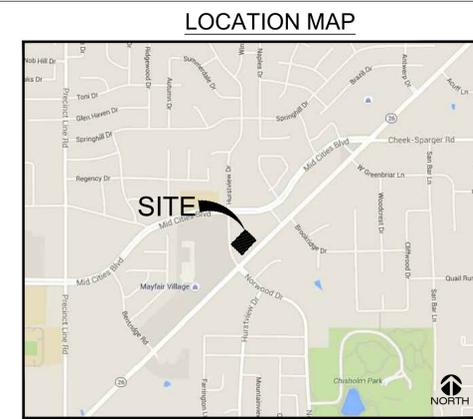
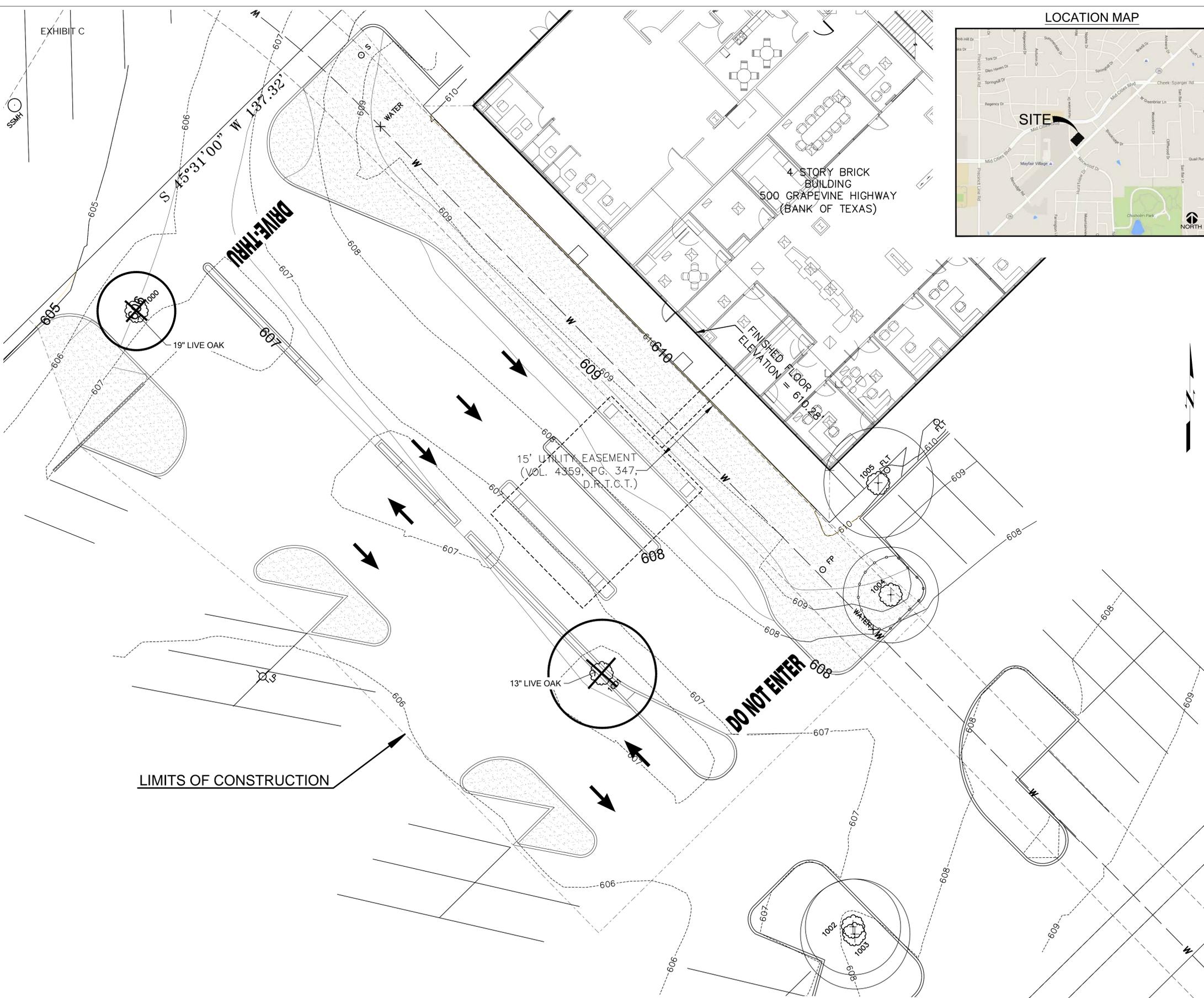


EXHIBIT C



- TREE PRES. LEGEND**
- PROPERTY LINE
  - EASEMENT LINE
  - EXISTING TREE TO REMAIN
  - EXISTING TREE TO BE REMOVED
  - 2x4 TREE PROTECTION
  - TREE PROTECTION FENCE

**TREE PRESERVATION NOTES**

- A. ALL TREES SHALL REMAIN UNLESS NOTED ON THE PLANS.
- B. NO SITE PREPARATION WORK SHALL BEGIN IN AREAS WHERE TREE PRESERVATION AND TREATMENT MEASURES HAVE NOT BEEN COMPLETED.
- C. ALL EXISTING TREES DENOTED TO REMAIN SHALL BE PROTECTED AT THE ROOT PROTECTION ZONE (RPZ). THE RPZ SHALL BE DETERMINED BY TREE SIZE (RECOMMENDED 12" RADIUS FROM TRUNK FOR EVERY 1" IN DIAMETER OF TRUNK AT 4.5' FROM GROUND) WITH A MINIMUM 5' DIAMETER FROM THE TRUNK.
- D. A CHAIN LINK FENCE BARRIER DELINEATING THE RPZ SHALL BE ERECTED AND MAINTAINED BY THE CONTRACTOR UNTIL CONSTRUCTION IS COMPLETED.
- E. RPZ SHALL BE SUSTAINED IN A NATURAL STATE AND SHALL BE FREE FROM VEHICULAR OR MECHANICAL TRAFFIC.
- F. THE RPZ SHALL BE COVERED WITH MULCH AND BE MAINTAINED BY GENERAL CONTRACTOR DURING CONSTRUCTION PHASE TO REDUCE MOISTURE STRESS.
- G. DURING CONSTRUCTION, NO EXCESS SOIL, ADDITIONAL FILL MATERIAL, EQUIPMENT, LIQUIDS, OR CONSTRUCTION DEBRIS SHALL BE PLACED INSIDE THE PROTECTION BARRIER, NOR SHALL ANY SOIL BE REMOVED FROM WITHIN THE BARRIER.
- H. ANY DAMAGE DONE TO EXISTING TREE CROWNS OR ROOT SYSTEMS SHALL BE CUT CLEANLY IMMEDIATELY AFTER INJURY. ALL WOUNDS TO LIVE OAKS SHALL BE PAINTED WITH PRUNING PAINT WITHIN 30 MINUTES AFTER DAMAGE. ROOTS EXPOSED DURING CONSTRUCTION OPERATIONS WILL BE CUT CLEANLY.
- I. THE PROPOSED FINISH GRADE AND ELEVATION OF LAND WITHIN THE RPZ OF ANY TREE TO BE PRESERVED SHALL NOT BE RAISED OR LOWERED MORE THAN THREE INCHES. WELLING AND RETAINING METHODS ARE ALLOWED OUTSIDE THE RPZ.
- J. THE RPZ SHALL REMAIN PERVIOUS, I.E. GROUND COVER OR TURF AT COMPLETION OF LANDSCAPE INSTALLATION.
- K. THE ASSOCIATED TREE PROTECTION DETAIL COMPLIES WITH THE MINIMUM TREE PROTECTION GUIDELINES FROM THE CITY OF DALLAS.
- L. WHERE POSSIBLE, PROVIDE FENCE TO TREE DRIP LINE OR GROUP TREES IN FENCE PERIMETER TO PROVIDE INCREASED PROTECTION.
- M. NO WORK SHALL BEGIN IN AREAS WHERE TREE PRESERVATION AND TREATMENT MEASURES HAVE NOT BEEN COMPLETED AND APPROVED.
- N. TREES WHICH ARE DAMAGED OR LOST DUE TO THE CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED PER CITY OF DALLAS ARTICLE X.
- O. TREES MUST BE MAINTAINED IN GOOD HEALTH THROUGHOUT THE CONSTRUCTION PROCESS. MAINTENANCE MAY INCLUDE BUT IS NOT LIMITED TO: WATERING THE ROOT PROTECTION ZONE, WASHING FOLIAGE, FERTILIZATION, PRUNING, ADDITIONAL MULCH APPLICATIONS AND OTHER MAINTENANCE AS NEEDED ON THE PROJECT.
- P. ROOTS SHALL BE CUT WITH A ROCK SAW OR BY HAND, NOT BY AN EXCAVATOR OR OTHER ROAD CONSTRUCTION EQUIPMENT.



2808 Fairmount Street, Suite 300  
Dallas, Texas 75201 | 214.303.1500

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TULSA, OK 74135

**OWNER REPRESENTATIVE**  
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**ARCHITECT**  
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918.836.0271

**LANDSCAPE ARCHITECT**  
GFF PLANNING  
2808 FAIRMOUNT ST., SUITE 300  
DALLAS, TX 75201  
214.303.1500



**DRIVE-THRU CANOPY ADDITION**

500 GRAPEVINE HIGHWAY  
HURST, TX 76054

**ISSUE | REVISION:**

NO.	DESCRIPTION	DATE
1	permit / bid issue	02.18.16

PROJECT NO: 15BOK003

**L-101**  
LANDSCAPE TREE PRES. PLAN

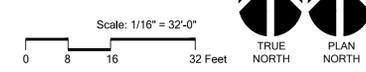
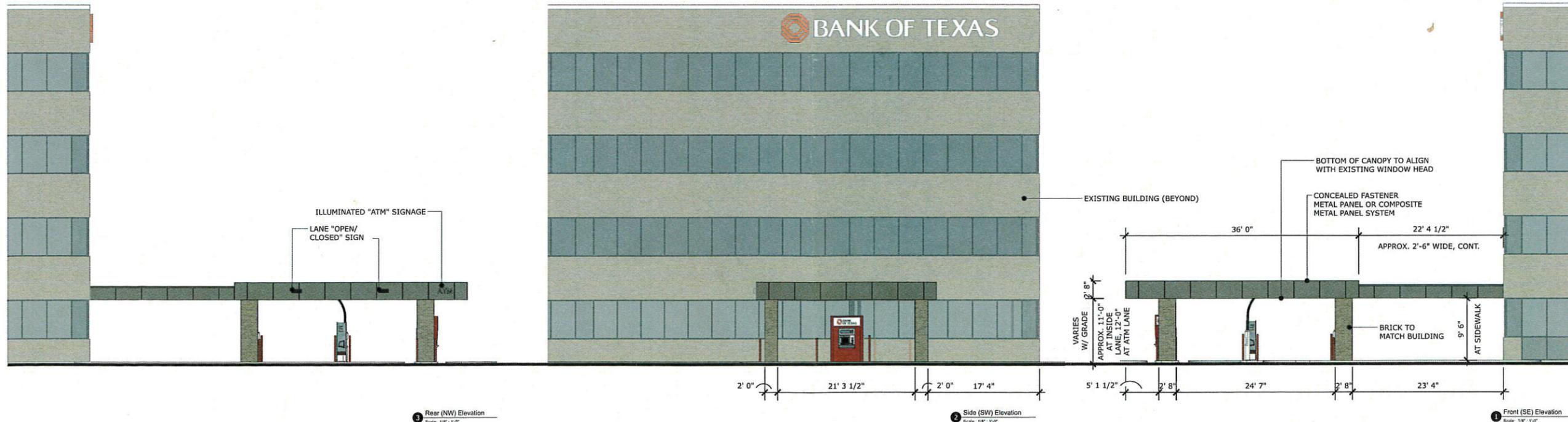


EXHIBIT D



4 View Looking NE  
No Scale



**OWNER**  
BOK FINANCIAL  
6242 E. 41ST STREET  
TULSA, OK 74133

**OWNER REPRESENTATIVE**  
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**LANDSCAPE ARCHITECT**  
GFF PLANNING  
2808 FAIRMOUNT ST., SUITE 300  
DALLAS, TX 75201  
214.303.1500



**BRANCH  
RENOVATION &  
DRIVE-THRU**

500 GRAPEVINE HIGHWAY  
HURST, TX 76054

ISSUE   REVISION:	NO.	DESCRIPTION	DATE
		Site Plan Submittal	01.18.16

PROJECT NO: **15BOK003**

SITE PLAN SUBMITTAL  
DRIVE-THRU  
CANOPY ELEVATIONS

City Council Staff Report

SUBJECT: Consideration of Ordinance 2315 amending Chapter 27 of the Hurst Code of Ordinances by amending Section 27-3 Definitions by adding (42.1) E-cigarette or Electronic Cigarette and (112.5) Smoking / Non Traditional Smoking Related Business; by amending Sections 27-12 Limited Business; Section 27-13 General Business; Section 27-14 Outdoor Commercial; and Section 27-15.1 TX 10 Multi-Use District; by amending the Planned Development uses by adding Electronic Cigarettes

Supporting Documents:

Ordinance 2315

Meeting Date: 4/12/2016

Department: Development

Reviewed by: Steve Bowden

City Manager Review:

Background/Analysis:

The City of Hurst Zoning Ordinance is periodically amended to add or clarify permitted uses within the zoning sections. E-cigarette, electronic cigarettes, vaping devices, and non-traditional smoking related business establishments have grown in popularity over the past few years. These uses are not defined in the zoning code, and have been permitted in zoning districts that allow retail sales.

The proposed ordinance amendments define E-cigarettes and Non-Traditional Smoking Related Businesses and require a PD (Planned Development) process for new non-traditional smoking related business to open if these products are the principal sale.

Many area cities regulate the location of non-smoking related businesses and the proximity to schools and churches they are allowed.

Proposed Definitions:

(42.1) E-cigarette” or “Electronic Cigarette or “Electronic Smoking Device”

Means any electronic or battery operated device, the use of which resembles smoking that can be used to deliver inhalable dose of nicotine or other substances by delivering a vaporized solution. Including any such smoking device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, and electronic cigar, and electronic cigarillo, and electronic pipe, an electronic hookah, or any other product name of descriptor.

E-cigarette or Electronic Cigarette or Electronic Smoking Device does not include any

product approved by the United States Food and Drug Administration for use in the mitigation, treatment, or prevention of disease.

(112.5) Non-Traditional Smoking Related Business

A retail establishment or other business whose principal business is the offering of a service relating to, or the selling of, renting, exhibiting of products, or devices known as water pipes, hookahs, electronic cigarettes or electronic vaping devices, steam stones, hookah pens, or any comparable devices. For the purpose of this definition, the term "principal" shall mean over 25% of the volume of sales, rentals, stock in trade or display areas generated from or devoted to the products or devices describing herein

Funding and Sources:

There is no fiscal impact.

Recommendation:

The Planning and Zoning Commission met on Monday, February 29, 2016, and voted 7-0 to recommend approval of amending Chapter 27 of the Hurst Code of Ordinances by amending Section 27-3 Definitions by adding (42.1) E-cigarette or Electronic Cigarette and (112.5) Smoking / Non Traditional Smoking Related Business; by amending Sections 27-12 Limited Business; Section 27-13 General Business; Section 27-14 Outdoor Commercial; and Section 27-15.1 TX 10 Multi-Use District; by amending the Planned Development uses by adding Electronic Cigarettes.

**ORDINANCE 2315**

**AN ORDINANCE AMENDING CHAPTER 27 OF THE HURST CODE OF ORDINANCES BY AMENDING SECTION 27-3 DEFINITIONS BY ADDING (42.1) E-CIGARETTE OR ELECTRONIC CIGARETTE AND (112.5) NON-TRADITIONAL SMOKING RELATED BUSINESS; BY AMENDING SECTION 27-12 LIMITED BUSINESS (c) PLANNED DEVELOPMENT USES BY ADDING (3) NON-TRADITIONAL SMOKING RELATED BUSINESS, SECTION 27-13 GENERAL BUSINESS DISTRICT (c) PLANNED DEVELOPMENT USES BY ADDING (6) NON-TRADITIONAL SMOKING RELATED BUSINESS, SECTION 27-14. OUTDOOR COMMERCIAL DISTRICT (c) PLANNED DEVELOPMENT USES BY ADDING (5) NON-TRADITIONAL SMOKING RELATED BUSINESS; AND SECTION 27-15.1 TX 10 MULTI USE DISTRICT (c) PLANNED DEVELOPMENT USES BY ADDING NON-TRADITIONAL SMOKING RELATED BUSINESS; PROVIDING A PENALTY; CONTAINING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council has received recommendations of the Neighborhood Community Advisory Committee and the Planning and Zoning Commission concerning matters herein dealt with; and

**WHEREAS**, the City Council has determined that the Comprehensive Zoning Ordinance is periodically amended to add or clarify permitted uses within zoning sections or to more carefully regulate such uses; and

**WHEREAS**, the City Council has determined that the amendment to the Hurst Code of Ordinances herein made is in the best interest of the health, safety, and general welfare of the citizens of the City of Hurst.

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

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

SECTION 2. **THAT** the City of Hurst, Texas Code of Ordinances be amended by amending Chapter 27 “Zoning”, Section 27-3” Definitions by adding subsections 42.1 and 112.5 to read as follows:

(42.1) E-cigarette or Electronic Cigarette or Electronic Smoking Device – means any electronic or battery-operated device, the use of which resembles smoking, that can be used to deliver an inhalable dose of nicotine or other substances by delivering a vaporized solution. “E-Cigarette”, “Electronic Cigarette”, “ or “Electronic Smoking Device” includes any such smoking device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, electronic cigar, electronic cigarillo, electric pipe, electronic hookah, or any other product name or descriptor “E-Cigarette”, “Electronic Cigarette”, or “Electronic Smoking Device” does not include any product specifically approved by the United States Food and Drug Administration.

(112.5) Smoking - Non-Traditional Smoking Related Business – a retail establishment or other business whose principal business is offering of a service relating to, or the selling of, renting or exhibiting products or devices known as water pipes, hookahs, electronic cigarettes or electronic vaping devices, steam stones, hookah pens, or any comparable devices. For the purpose of this definition, the term “principal” shall mean over 25% of the volume of sales, rentals, stock in trade, or display areas generated from or devoted to the products or devices described herein.

SECTION 3. **THAT** the City of Hurst, Texas Code of Ordinances be amended by amending Chapter 27 “Zoning”, Section 27-12 “Limited Business” by adding subsection (c)(3) to read as follows:

**Sec. 27-12 Limited Business.**

*(c) Planned development uses:*

(3) Electronic Cigarettes

SECTION 4. **THAT** the City of Hurst, Texas Code of Ordinances be amended by amending Chapter 27 “Zoning”, Section 27-13 “General Business District”: by adding subsection (c)(6) to read as follows:

**Sec. 27-13.GB General Business District.**

*(c) Planned development uses:*

(6) Electronic Cigarettes

SECTION 5. **THAT** the City of Hurst, Texas Code of Ordinances be amended by amending Chapter 27 “Zoning”, Section 27-14 “OC Outdoor Commercial District”: by adding subsection (c)(5) to read as follows:

**Sec. 27-14 OC Outdoor Commercial District**

*(c) Planned development uses:*

(5) Electronic Cigarettes

SECTION 6. **THAT** the City of Hurst, Texas Code of Ordinances be amended by amending Chapter 27 “Zoning”, Section 27-15.1 “ ‘TX-10’ Texas Highway 10 Multi Use District” by deleting the current subsection (c) and adding subsection (c) below to read as follows:

**Sec. 27-15.1 "TX-10" Texas Highway 10 Multi Use District**

(c) *Planned development uses.* The following uses are permitted in the Highway 10 Multiuse District subject to the general conditions, regulations contained in this section, other sections as may be applicable, and regulations or conditions as may be imposed by the planned development application and the accompanying site plan and ordinance adopting such site plan: Electronic-Cigarette sales, Tattoo studio, outdoor automotive and equipment sales, multifamily residences, lodges, civic clubs, fraternal organizations, day care, churches, veterinary clinics, contractor services, electrical power substations, theme parks, and pawn shops. Other planned development uses may be considered if they meet the general purpose of the Texas Highway 10 Multiuse District.

SECTION 7. **THAT** any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Hurst, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) or Five Hundred (\$500.00), as applicable, for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 8: **THAT** it is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court or competent jurisdiction, such unconstitutionality shall not affect the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 9: **THAT** this ordinance shall become effective and shall be in full force and effect from and after the final date of passage and adoption by the City Council of the City of Hurst, Texas.

**AND SO IT IS ORDERED.**

PASSED on the first reading on the 22<sup>nd</sup> day of March 2016 by a vote of 6 to 0.

PASSED on the second reading on the \_\_\_ day of \_\_\_\_\_ 2016 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: Consider moving the May 24, 2016 City Council meeting to May 17, 2016, and canceling the July 26, 2016 City Council meeting

Supporting Documents:

Meeting Date: 4/12/2016  
Department: Legislative and Judicial Services  
Reviewed by: Rita Frick  
City Manager Review:

Background/Analysis:

This item provides for City Council to move the May 24, 2016 City Council meeting to May 17, 2016, and cancel the July 26, 2016 City Council meeting.

Funding and Sources:

There is no fiscal impact.

Recommendation:

Staff recommends the City Council move the May 24, 2016 City Council meeting to May 17, 2016, and cancel the July 26, 2016 City Council meeting.

City Council Staff Report

<p>SUBJECT: Consider authorizing the city manager to enter into a contract for the 2015 Miscellaneous Water Main Replacement Project</p>	
<p>Supporting Documents:</p>	
<p>Location Map          Bid Summary</p>	<p>Meeting Date: 4/12/2016          Department: Public Works          Reviewed by: Greg Dickens          City Manager Review:</p>
<p>Background/Analysis:</p>	
<p>The project was advertised as seven separate water lines to be replaced. Bids were received on March 30, 2016, at 3:00 p.m. at City Hall for the subject project. Four bids were received with the low bid being submitted by Excel 4 Construction, LLC, in the total amount of \$978,841.00. The second low bid was \$1,077,121.00. Staff has had recent experience with Excel 4, which is currently working on our 2015 Sanitary Sewer Pipe Bursting Project. Staff reviewed the bids in relation to the budget of \$1,050,000.00 for construction and is recommending award of bid to Excel 4 Construction, LLC, in the total amount of \$978,841.00. A location map and bid summary are attached.</p>	
<p>Funding and Sources:</p>	
<p>Funds have been previously budgeted for this project, in the amount of \$1,050,000. The proposed award of bid leaves a contingency fund of \$71,159. The total budget for the project, with contingency funds, will be \$1,050,000.</p>	
<p>Recommendation:</p>	
<p>Staff recommends that City Council authorize the City Manager to enter into a contract with Excel 4 Construction, LLC for the 2015 Miscellaneous Water Main Replacement Project, in the amount of \$978,841.00, with a contingency of \$71,159.00 for a total amount of \$1,050,000.00 and a contract time of 100 calendar days.</p>	



(16-010) 2015 Miscellaneous Water Main Replacement 6314-201

City Of Hurst

March 30, 2016 at 3:00 PM

	Excel 4 Construction LLC	Atkins Bros. Equip. Co. Inc.	Reytech Services LLC	SYB Construction Co. Inc.
Billie Ruth Lane	\$27,938.00	\$36,137.00	\$79,162.00	\$81,683.16
Bedford-Euless Road	\$95,842.00	\$96,841.00	\$101,644.50	\$161,500.00
Ridgewood Circle	\$165,251.00	\$187,860.00	\$172,481.00	\$206,413.00
Cambridge Drive	\$176,181.00	\$186,800.00	\$185,929.50	\$214,061.00
Harrison Lane	\$211,351.00	\$242,603.00	\$233,959.35	\$258,162.00
Buena Vista Drive	\$268,579.00	\$287,165.00	\$281,415.00	\$309,404.00
Van Court	\$33,699.00	\$39,715.00	\$40,770.25	\$44,012.00
<b>Grand Total</b>	<b>\$978,841.00</b>	<b>\$1,077,121.00</b>	<b>\$1,095,361.60</b>	<b>\$1,275,235.16</b>

City Council Staff Report

<p>SUBJECT: Consider Architectural Services Agreement with Ron Hobbs Architects for the design of the Hurst Animal Shelter Expansion and Renovation Project</p>	
<p>Supporting Documents:</p>	
<p>Agreement</p>	<p>Meeting Date: 4/12/2016                  Department: Police                  Reviewed by: Chief Moore                  City Manager Review:</p>
<p>Background/Analysis:</p>	
<p>The current animal shelter was built in 2001 and is approximately 4,000 square feet. The shelter handles 1,600 animals annually and welcomes over 3,000 visitors to the shelter. The current facility does not allow for the separation of arriving animals from the current population, which can expose the animals to contagious diseases. The facility does not provide adequate work space for staff, and is not designed as a customer friendly animal adoption center.</p> <p>This agreement represents architectural services, Phase I, and staff will present the forthcoming construction contract and associated funding recommendation at a future meeting. The project calendar calls for project design this fiscal year with construction commencing next spring (Fiscal Year 2017). The terms of the contract include a base architectural fee of 7.5% of final construction costs.</p> <p>The design will allow for regional cooperation, whereby the City of Hurst will provide animal control services to Richland Hills, through an interlocal agreement that will be presented to Council in the future. The design will also include new space for customers to interact with animals during the adoption process. The City is working on forming a partnership with the Humane Society to enhance the animal adoption experience in the future.</p>	
<p>Funding and Sources:</p>	
<p>The Architectural Services Agreement will be funded with Special Projects reserves. Current financial plans also include pay-as-you-go funding from the Anti-Crime and Special Projects Funds for future construction costs. Staff will update these plans while preparing the Fiscal Year 2016-17 budget for Council consideration.</p>	

Recommendation:

Staff recommends that City Council authorize the city manager to enter into an Architectural Services Agreement, with Ron Hobbs Architects, for a base fee of 7.5% of the final construction cost, plus approved reimbursable expenses and additional services, as outlined in the Agreement, for the design of the Hurst Animal Shelter Expansion and Renovation.

# DRAFT AIA® Document B101™ - 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «7» day of «April» in the year «2016»  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, address and other information)

«CITY OF HURST»« »  
«1505 Precinct Line Road  
Hurst, Texas 76054»  
«

and the Architect:  
(Name, address and other information)

«RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP»« »  
«614 West Main Street, Suite #200  
Garland, Texas 75040»  
« »« »

for the following Project:  
(Name, location and detailed description)

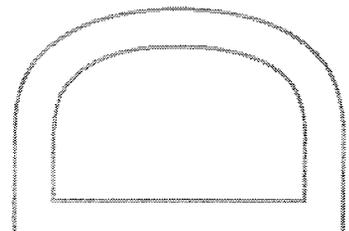
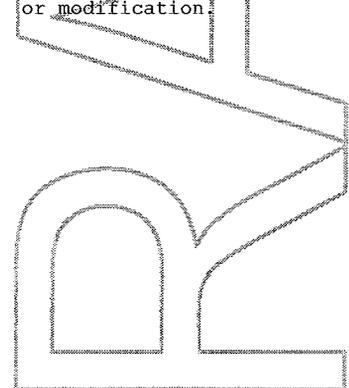
«Hurst Animal Shelter Expansion and Renovation  
891 Cannon  
Hurst, Texas 76054

The project consists of an expansion and renovation of the City of Hurst's existing Animal Shelter. The scope, size, and budget for the project will be determined during the programming phase of the Project.

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

« »

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

«To be determined»

- .2 Substantial Completion date:

«To be determined»

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

«Combined single limit of \$1,000,000 per Occurrence.»

.2 Automobile Liability

« Combined single limit of \$500,000 per accident or equivalent. »

.3 Workers' Compensation

«Statutory \$100,000/\$500,000/\$100,000.»

.4 Professional Liability

« \$1,000,000 per claim »

2.6 The Architect agrees that with respect to the above required insurance, all insurance contracts, and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following provisions:

2.6.1 Name the City of Hurst and its officers, employees, and elected representatives as additional insureds (as the interest of each insured may appear) as to all applicable coverage:

2.6.2 The Architect agrees to waive subrogation against the City of Hurst, its officers, employees, and elected representatives for injuries, including death, property damage or other loss to the extent same may be covered by the proceeds of insurance:

2.6.3 Provide for 30 days notice to the City for cancellation, nonrenewal or material change:

2.6.4 For coverages that are only available with claim made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of 5 years which shall begin at the end of the warranty period.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

3.2.6 The Architect will provide the Construction Manager @ Risk (CM@R) with drawings and other documents to assist the CM@R to prepare an estimate of the Cost of the Work.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall provide the CM@R drawings, outline specifications, and other documents that allow the CM@R to update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall provide the CM@R drawings, specifications, and other documents that allow the CM@R to update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work as prepared by the CM@R, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

#### § 3.5.1 GENERAL

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and the CM@R in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and CM@R in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution by the CM@R to prospective bidders;
- .2 .3 attending a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract with the CM@R between the Owner and the Trade Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Trade Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the CM@R and the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Trade Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the CM@R and the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the CM@R, Owner or Trade Contractors. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Trade Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and CM@R designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.6.3.1** The Architect shall review and certify the amounts submitted and reviewed by the CM@R due the Trade Contractors and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Trade Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Trade Contractors has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 SUBMITTALS**

**§ 3.6.4.1** The Architect shall review the CM@R's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, after receiving Shop Drawings, Product Data, and Samples that have been reviewed and approved by the CM@R, the Architect shall review and take other appropriate action upon the Trade Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Trade Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Trade Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect

shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 CHANGES IN THE WORK**

**§ 3.6.5.1** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 PROJECT COMPLETION**

**§ 3.6.6.1** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the CM@R and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the CM@R to be completed or corrected.

**§ 3.6.6.3** When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Trade Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the CM@R: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment, (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the CM@R and Trade Contractors under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and the CM@R to review the facility operations and performance.

## **ARTICLE 4 ADDITIONAL SERVICES**

**§ 4.1** Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	4.2.1
§ 4.1.2 Multiple preliminary designs	Architect	4.2.2
§ 4.1.3 n/a	-	-
§ 4.1.4 n/a	-	-
§ 4.1.5 Services of Other Consultants	Architect	4.2.5
§ 4.1.6 Master Planning	Architect	4.2.6
§ 4.1.7 n/a	-	-
§ 4.1.8 Value Analysis (B204™-2007)	Architect	4.2.8
§ 4.1.9 Detailed cost estimating	Architect	4.2.9
§ 4.1.10 On-site project representation	Architect	4.2.10
§ 4.1.11 Special Surveys, Studies, and Reports	Architect	4.2.11
§ 4.1.12 As-Designed Record drawings	Architect	4.2.12
§ 4.1.13 As-Constructed Record drawings Conformed construction documents	Architect	4.2.13
§ 4.1.14 Post occupancy evaluation	Architect	4.2.14
§ 4.1.15 Facility Support Services	Architect	4.2.15
§ 4.1.16 Tenant-related services	Architect	4.2.16
§ 4.1.17 Coordination of Owner's consultants	Architect	4.2.17
§ 4.1.18 Extensive environmentally responsible design	Architect	4.2.18
§ 4.1.19 LEED® Certification (B214™-2007)	Architect	4.2.19
§ 4.1.20 Telecommunications/data design	Owner	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Owner	
§ 4.1.22 Commissioning (B211™-2007)	Owner	
§ 4.1.23 Fast-track design services	Architect	4.2.20
§ 4.1.24 Default of the Contractor	Architect	4.2.21
§ 4.1.25 Building information modeling	Architect	4.2.22
§ 4.1.26 Historic Preservation (B205™-2007)	Not Applicable	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Architect	4.2.7
§ 4.1.28 Measured drawings	Architect	4.2.23
§ 4.1.29 Existing facilities surveys	Architect	4.2.24
§ 4.1.30 Site Evaluation and Site Selection	Architect	4.2.25
§ 4.1.31 Specialty Engineering	Architect	4.2.26

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

«

§ 4.2.1 N/A

§ 4.2.2 Providing multiple design solutions for the project.

§ 4.2.3 n/a

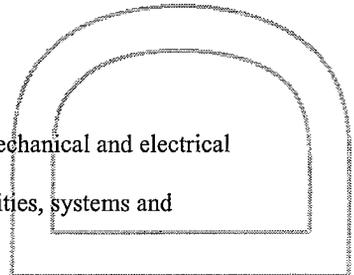
§ 4.2.4 n/a

§ 4.2.5 Providing services of consultants for other than normal architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

§ 4.2.6 Providing master planning and/or design services relative to future buildings, facilities, systems and equipment.

§ 4.2.7 n/a

§ 4.2.8 Providing value engineering services.



- § 4.2.9 Providing detailed estimates of Construction Cost.
- § 4.2.10 Providing more extensive representation at the site than is described in Section 4.3.3.
- § 4.2.11 Providing financial feasibility studies, special studies or surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- § 4.2.12 Providing services to verify the accuracy of "As-Designed Record" drawings or other information furnished by the Owner.
- § 4.2.13 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- § 4.2.14 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- § 4.2.15 Providing analyses of owning and operating costs.
- § 4.2.16 Providing services for planning tenant or rental spaces.
- § 4.2.17 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.
- § 4.2.18 Providing services relating to extensive environmentally responsible design alternatives, including but not limited to, unique system designs, in-depth material research, or energy modeling.
- § 4.2.19 Providing services associated with LEED documentation, certification process, and the construction monitoring.
- § 4.2.20 Providing services relating developing special drawings, specifications, and other documents relating to Fast-Track construction delivery methods.
- § 4.2.21 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- § 4.2.22 Developing all portions of the Construction Documents using Building Information Modeling. § 4.2.23 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.
- § 4.2.24 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities
- § 4.2.25 Providing planning surveys, site evaluations or comparative studies of prospective sites
- 4.2.26 Providing services of specialty engineering such as post-tensioning systems, specialized trusses, and rigid frames.

»§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;

- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 «Two» ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 «One» ( 1 ) visit per week to the site by the Architect over the duration of the Project during construction
- .3 «One» ( «1» ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «Thirty» ( «30» ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within «One» ( «1» ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsurface conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

**§ 6.3** In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

**§ 6.4** If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising

from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (*Specify*)

«Mediation»

#### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

«Compensation for Basic Services shall be seven and one half percent (7.5%) of the final construction cost for the project.»

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

«Shall be billed hourly with hourly rates being the same as listed in Paragraph 11.7 below.

»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

«Shall be billed hourly with the hourly rates being the same as listed in Paragraph 11.7 below.

»

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « One and one-tenth percent (1.10%), » or as otherwise stated below:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	«20»	%)
Design Development Phase	Fifteen	percent (	«15»	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	«5»	%)
Construction Phase	Twenty	percent (	«20»	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
Principal	\$150.00
Senior Architect	\$125.00
Interior Designer	\$125.00
Project Manager	\$110.00
Intern	\$100.00
Drafting/Technical Support	\$90.00

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

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 User Notes: (1968532307)

- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «One and one-tenth percent ( 1.10% )» of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

« »

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 An initial payment of «Zero Dollars and Zero Cents» (\$ «0.00») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid «Thirty (30)» days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

«4.00% per annum»

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

«§ 12.1.1 Supplemental Services are in addition to the Basic Services. Supplemental Services shall include:

- 1 Civil Engineering Services
- 2 Landscape Architecture Services
- 3 Structural Engineering Specialty Services
- 4 LEED Services
- 5 Services of other Specialty Engineers
- 6 Interior Design Services

«§ 12.1.2 Supplemental Services shall be compensated for in accordance as described below.

- 1 Services a Civil Engineer shall be negotiated at the time when the exact scope of civil engineering work is determined.
- 2 Services of structural engineering for special services relating to post-tensioning of slabs, columns, beams, and other structural members and/or systems.
- 3 Services of a Landscape Architect shall be negotiated at the time when the exact scope of landscaping requirements is determined.

.4 Services associated with LEED documentation, certification process, and the construction monitoring shall be two percent (2%) of the final construction cost of the project. LEED services exclude LEED Commissioning.

.5 Compensation for the services of other specialty engineering consultants, other than those included in the Basic Services, shall be fixed fee negotiated at the time the exact scope of work associated with these consultants is determined.

.6 Interior Design services relating to the selection, and specifying of moveable furniture, fixtures, equipment, and interior specialties shall be provided on a basis of ten percent (10%) of the purchase and installation cost of these items.

«§ 12.1.3 The Architect will not provide Supplemental Services unless authorized by the Owner prior to the work being performed.

»

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

This Agreement entered into as of the day and year first written above.

**OWNER**  
**CITY OF HURST, TEXAS**

**ARCHITECT**  
**RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP**

\_\_\_\_\_  
*(Signature)*  
«Allan Weegar »« City Manager »  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*  
«Ron Hobbs »«Managing Partner »  
*(Printed name and title)*

**TEEN COURT ADVISORY BOARD MINUTES  
MEETING OF MARCH 3, 2016**

**DRAFT**

**STATE OF TEXAS           §**

**COUNTY OF TARRANT   §**

**CITY OF BEDFORD       §**

**The Teen Court Advisory Board of the cities of Hurst, Euless and Bedford, Texas met at 6:00 p.m. at Bedford City Hall on the 3rd day of March 2016, with the following members present:**

HURST: Jennifer Tucker, Dawn Jordan-Wells  
EULESS: Al Browning, Aaron Lindeman, Renu Sloan  
BEDFORD: Janet Key, Kathleen Toms  
TEEN REPRESENTATIVES:  
Hurst Council Liaison – Anna Holzer  
Bedford Council Liaison –  
Euless Council Liaison – Eddie Price  
HEB Teen Court Coordinator – Mindy Eichorst  
HEB Teen Court Assistant Coordinator –  
Also present:  
Hurst Deputy City Secretary – Cynthia Singleton  
Euless Staff Liaison –  
Bedford Court Manager –  
Hurst Court Manager –  
HEB Teen Court Teen Liaison- Jack Boyd, Nolan Catholic High School  
Bedford Administrative Services Director-

**CALL TO ORDER**

Advisory Board Chairperson Kathleen Toms called the meeting to order at 6:02 p.m. with a quorum of six Board Members and one Alternate Board Members present.

**APPROVAL OF MINUTES**

- 1. Consider approval of the following Teen Court Advisory Board minutes:  
a) November 5, 2015 Regular Meeting**

Minutes of the February Regular Board Meeting were reviewed. The minutes of the January Banquet Committee Meeting, February Gala Meeting, and February Scholarship Committee Meeting were all reviewed. A motion was made by Dawn Jordan-Wells to approve all of the minutes and Al Browning seconded the motion. The motion passed unanimously.

## **OFFICER ELECTION**

### **2. Hold election to fill unexpired term of Secretary to the Teen Court Advisory Board.**

Chairperson Kathleen Toms nominated Dawn Jordan-Wells for the unexpired term of Secretary to the Teen Court Advisory Board. All of the Advisory Board Members were in favor of this and this was a unanimous vote.

## **OLD BUSINESS**

### **3. Discuss ideas for fundraisers.**

Board Member Al Browning advised he is still looking into various options of business sponsorship. References USA and A to Z, which are located at the local library, are two ways to find local businesses and their addresses. Board Member Jen Tucker mentioned she could work on a sponsorship packet and possibly focus on certain businesses within the Hurst-Eules-Bedford area. After a brief discussion, it was decided amongst the Board Members that a Sponsorship Committee should be created. This was a unanimous decision and Al Browning, Dawn Jordan-Wells, and Jen Tucker said they would like to be on this committee.

On Thursday, February 25, 2016, Chick-Fil-A allowed HEB Teen Court to hold a Spirit Night at the Hurst Crossing location. A total of \$116.75 was received from Chick-Fil-A.

### **4. Discuss and possibly take action on items as they relate to the 2016 annual Teen Court Banquet.**

There were three teen scholarship applications that were turned into and looked over by the Scholarship Committee. Board Member Janet Key made a motion to have all three applicants receive \$1,000 and Board Member Renu Sloan seconded the motion. A unanimous decision was made to have all three applicants each receive \$1,000. The recipients, Jack Boyd, Colton Bozeman, and Kiyeon Lee, will be notified by the Teen Court Coordinator of these awards.

On Friday, April 8, 2016 all silent auction items need to be turned in to a Gala Committee Member. An email will be sent to let everyone know about this date. Chairperson Kathleen Toms asked if every Board Member could bring three silent auction items for the Gala.

## **NEW BUSINESS**

### **5. Set a date for the next Teen Court Scholarship Gala Committee to meet and discuss items as they relate to the annual Teen Court Scholarship Banquet.**

The Board Members made the unanimous decision to have the Gala Committee meeting on Wednesday, April 13, 2016 at 6:00 p.m. at Bedford City Hall, downstairs conference room.

### **6. Set the date for the next Teen Court Advisory Meeting.**

All Board Members made the unanimous decision to have the next meeting on Thursday, April 7, 2016 at 6:00 p.m. at Bedford City Hall.

## **REPORTS**

Teen Court Coordinator Mindy Eichorst went over the Coordinator's Report and Finance Report for the month of February 2016. She explained a little more in detail about the interest calculation and the type of account that was being utilized by the finance department at the City of Bedford.

## **ADJOURNMENT**

Janet Key entered a motion for the meeting to be adjourned. Renu Sloan seconded the motion and all voted in favor. The meeting was adjourned at 7:24 p.m.

---

**Kathleen Toms, Chairperson**

CITY OF HURST

COUNTY OF TARRANT

STATE OF TEXAS

On the 15<sup>th</sup> day of March 2016, at 5:30 p.m., the Library Board of the City of Hurst, Texas, convened in Regular Meeting at the Library, 901 Precinct Line Road, Hurst, Texas, with the following members present to-wit:

Betty Whiteside	)	Chair
Janie Melton-Judy	)	Members
Peggy Moore		
Lou Farris		
Joyce Davis		
Ruth Kennedy		
Gus Nixon		
Bruce Hutto	)	Alternates
Trasa Cobern		
Allan Heindel	)	Deputy City Manager
Malaika Marion	)	Managing Director of Community Services
Teri Smith	)	Administrative Assistant
Jesse Loucks	)	Library Director
Beverly Kirkendall	)	Library Manager Youth Services

with the following members absent to-wit: none, constituting a quorum, at which time the following business was transacted.

**I. Call to Order**

Chair Betty Whiteside called the meeting to order at 5:30 p.m.

**II. Roll Call of Members**

Teri Smith conducted the Roll Call of Members.

**III. Approval of Minutes**

The minutes of the January 19, 2016 regular meeting were reviewed and approved as written.

**IV. Librarian's Report**

**A. Statistical Reports for January and February:** The Library Statistical Reports for January and February were distributed to the Board. Jesse Loucks reviewed the reports.

**January**

Circulation.....	35,609
Number of Active Patrons.....	27,390
Volunteer Hours.....	192
Door Count.....	11,650
Electronic Usage Sessions.....	5,191
Page Views.....	9,680
Net Revenue .....	\$3,252
Children's Programming.....	961
Adult Programming.....	101
Adult Education Programming .....	289

**February**

Circulation.....	29,845
Number of Active Patrons.....	27,729
Volunteer Hours.....	246
Door Count.....	12,881
Electronic Usage Sessions.....	5,421
Page Views.....	8,994
Net Revenue .....	\$3,746
Children's Programming.....	896
Adult Programming.....	196
Adult Education Programming .....	573

- B. Program & Events Reports for January and February:** The Program & Events Reports for January and February were distributed to the Board. Jesse Loucks reviewed the report. Pictures of events were displayed for the Board.
- C. Upcoming Programs and Events:** The Upcoming Programs and Events report was reviewed by Jesse Loucks. Pictures were displayed for the Board.
- D. Works in Progress**
- 1. Express Check Unlocks:** Jesse Loucks explained that the Library has deployed new more effective express check unlockers for DVDs.
  - 2. Exterior Site Maintenance:** Allan Heindel reported that the leaching in the exterior wall of the Library has reoccurred and the Parks Department will clean the wall as they have in the past.
  - 3. Launch Pads Update:** Jesse Loucks informed the Board that the Library has the new launch pads for ages 3 – 12 currently in circulation.
  - 4. New Credit Card Machines:** Mr. Loucks noted that the Library has new credit card machines in place that are designed to handle chip credit cards.
- E. Staff Activities**
- 1. TCU Tour:** Jesse Loucks informed the Board that the Library held a tour of our facility and processes for a few members of the TCU Public Health Department.

2. **Town Hall Report to the Community:** Allan Heindel informed the Board of the Town Hall Report to the Community where the different divisions of Community Services including the Library had a booth for distribution of useful information.
3. **Personnel Update:** Jesse Loucks informed the Board of two new staff members who will be cross trained in the circulation and computer areas of the Library.
4. **Leadership Training:** Allan Heindel noted that several Library employees are currently participating in the City's ongoing leadership training program.

## V. Reports of the Committees

### A. Friends of the Hurst Public Library

1. **January and February Revenue Reports:** The Board was provided the Friends revenue reports for January and February.
2. **Friends Lunch Recap:** Mr. Loucks noted that the Friends held a successful Staff and Volunteer Appreciation Chili Lunch on February 1<sup>st</sup> from 12:00 until 2:00 p.m.
3. **Book and DVD Sale Recap:** He also informed the Board of the Friends first book and DVD sale held on February 19<sup>th</sup> from 5:00 to 7:00 p.m. and February 20<sup>th</sup> from 9:00 a.m. to 5:00 p.m. This event was very successful and brought in over \$3,000.

## VI. Communications

- A. **Star Telegram Article:** Jesse Loucks displayed an article in the Star Telegram highlighting the Library's puppeteer program and the launching of the City's newest app for residents.

## VII. Unfinished Business

None at this time.

## VIII. New Business

- A. **Public Computing and Internet Access Policy:** Allan Heindel reviewed the revisions to the Public Computing and Internet Access Policy and distributed copies for their review. Jesse Loucks informed the Board of the revisions including wifi information gathered into its own more user friendly section, computer center geared more toward adults, and general document improved format. Mr. Heindel asked the Board to review the policy and noted that it will be discussed and voted on for approval at their next meeting.

**IX. Informational Items**

- A. Program Highlight – Hurst Reads!:** Allan Heindel informed the Board of the first good collaborative effort between three cities and the school district. Beverly Kirkendall, Youth Services Librarian, gave an overview of the Hurst Reads! Program that begins with a Kick Off celebration at Pennington Field on April 30<sup>th</sup>. Staff will also visit Shady Oaks and Bellaire Elementary Schools summer school programs.
- B. TMLDA Award:** Jesse Loucks explained that the Library has met state mandated requirements and won the TMLDA Award for the 12<sup>th</sup> year in a row.
- C. 2016 Heritage Village Presents:** Malaika Marion gave a brief overview of the 2016 Heritage Village Presents events including the Grand Family Picnic on March 16<sup>th</sup>, the Concert in the Park that will be held on April 29<sup>th</sup>, the Summer Kick Off on May 26<sup>th</sup> and the Fall events including the 5<sup>th</sup> Annual Salsa and Salsa on September 1st, Dogtoberfest on October 6<sup>th</sup>, and Movie in the Park on November 4<sup>th</sup>. Ms. Marion noted that this fall will be the 5<sup>th</sup> year of these programs.
- D. Boards and Commissions Banquet:** Allan Heindel informed the Board that April 14<sup>th</sup> Boards and Commissions Banquet will take the place of the April Library Board Meeting and the next regularly scheduled meeting will be held on May 17<sup>th</sup>.

**X. Board Member and Citizen Comments**

None at this time.

**XI. Adjournment**

There being no further business, the meeting was adjourned by Chair Betty Whiteside at 6:32 p.m.

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

APPROVED:

ATTEST:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
RECORDING SECRETARY

CITY OF HURST

COUNTY OF TARRANT

STATE OF TEXAS

On the 17<sup>th</sup> day of March 2016, at 11:00 a.m., the Hurst Senior Citizens Advisory Board of the City of Hurst, Texas, convened in Regular Meeting at the Hurst Senior Center, 700 Heritage Circle, Hurst, Texas, with the following members present to-wit:

Marcy Davis	)	Chair
Gerald Grieser	)	Members
Bob Hampton		
Doris Young		
Joan Stinnett		
John Smith		
John Sechrist		
Barbara Albright		
Marie Perry	)	Alternates
Allan Heindel	)	Deputy City Manager
Malaika Marion	)	Managing Director of Community Services
Linda Rea	)	Senior Center Director
Teri Smith	)	Administrative Assistant

with the following members absent to wit: Durwood Foote, constituting a quorum, at which time the following business was transacted.

**I. Call to Order**

Marcy Davis called the meeting to order at 11:00 a.m.

**II. Roll Call of Members**

Teri Smith conducted the Roll Call of Members.

**III. Approval of Minutes**

The minutes from the January 21, 2016 meeting were approved as written.

**IV. Senior Center Director's Report**

**A. Statistical Reports for January and February:** The Statistical Reports for January and February were distributed to the Board and reviewed by Linda Rea.

**January**

Center Attendance.....	11,764
Number of Members.....	1,716
Volunteer Hours.....	1,055
Net Revenue.....	\$13,510
Fitness Center Attendance.....	3,066
Class Attendance.....	2,200
Aquatics.....	115

**February**

Center Attendance.....	12,317
Number of Members.....	1,747
Volunteer Hours.....	804
Net Revenue.....	\$14,810
Fitness Center Attendance.....	3,301
Class Attendance.....	2,356
Aquatics.....	108

**B. Program & Event Report:** The Program & Event Reports for January and February were distributed to the Board and reviewed by Linda Rea.

**C. Upcoming Programs & Events:** A list of Upcoming Programs & Events was distributed to the Board and reviewed by Linda Rea.

**D. Works in Progress**

1. **New Quilting Equipment:** Linda Rea informed the Board of the new equipment in the quilting room that was purchased to make the quilting process more efficient.
2. **Multi-purpose Room Additional Outlets:** Ms. Rea stated that there were not enough electrical outlets in the Multi-purpose Room when certain special events take place; therefore, additional outlets have been installed.
3. **New Instructor Microphone:** She also noted that there have been many requests for microphone headsets for hands free usage and one was recently purchased.

**E. Staff Activities**

1. **Northeast Seniors Community Forum:** Linda Rea explained that she attends the Northeast Seniors Community Forum on a monthly basis. The main topic last month was electrical service providers. Ms. Rea encouraged the Board Members to attend these forums that are held on the 3<sup>rd</sup> Tuesday of each month at the N. Richland Hills Library.
2. **Leadership Training:** Allan Heindel noted that Linda Rea is currently participating in the City's ongoing leadership training program.

3. **CPR Training:** Linda Rea explained that the Senior Center Staff have all been trained in CPR and stay current on their certification.
4. **Personnel Update:** Ms. Rea informed the Board that one of the Senior Center employees, Elaine Wicker, is retiring at the end of April and they will begin the hiring process for her replacement.

#### V. Communications

None at this time.

#### VI. New Business

None at this time.

#### VII. Informational Items

- A. **Program Highlight – Pet Supply Drive:** Linda Rea gave a brief overview of the Annual Pet Supply Drive that the Senior Center holds each year for the animal shelter. This year's pet supply drive will be held on April 11<sup>th</sup> – 15<sup>th</sup>.
- B. **Senior Pipeline Update:** Malaika Marion stated that due to the growth of the Senior Center and its activities, staff has updated the *Senior Pipeline* for more visible condensed information. Ms. Marion distributed copies of the current *Senior Pipeline* to the Board.
- C. **Document Shredding Program:** Linda Rea explained that the document shredding program has been very popular at the Senior Center in the past. This program will be offered again this year on Friday, April 22<sup>nd</sup> from 10:00 a.m. to noon.
- D. **Annual Casino Trip:** Linda Rea noted that the Annual trip to Winstar Casino will be Wednesday, May 4<sup>th</sup> at 8:00 a.m.
- E. **2016 Heritage Village Presents:** Malaika Marion gave a brief overview of the 2016 Heritage Village Presents events including the Grand Family Picnic on March 16<sup>th</sup>, the Concert in the Park that will be held on April 29<sup>th</sup>, the Summer Kick Off on May 26<sup>th</sup> and the the Fall events including the 5<sup>th</sup> Annual Salsa and Salsa on September 1st, Dogtoberfest on October 6<sup>th</sup>, and Movie in the Park on November 4<sup>th</sup>. Ms. Marion noted that this Fall will be the 5<sup>th</sup> year of these programs.
- F. **Boards and Commissions Banquet:** Allan Heindel informed the Board that April 14<sup>th</sup> Boards and Commissions Banquet will take the place of the April Senior Citizens Advisory Board Meeting and the next regularly scheduled meeting will be held on May 19<sup>th</sup>.

**VIII. Board Member and Citizen Comments:**

None at this time.

**IX. Adjournment**

There being no further business, the meeting was adjourned by Marcy Davis at 12:10 p.m.

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

APPROVED:

ATTEST:

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
RECORDING SECRETARY

CITY OF HURST

COUNTY OF TARRANT

STATE OF TEXAS

On the 17<sup>th</sup> day of March 2016 at 6:00 p.m., the Parks and Recreation Board of the City of Hurst, Texas, convened in its Regular Meeting at the Hurst Public Library, 901 Precinct Line Road, Hurst, Texas, with the following member's present to-wit:

Alan Neace	)	Chairman
Carol Cole	)	Members
Delbert Derrett	)	
Ralph Hurd	)	
Pat King	)	
Rod Robertson	)	
Cathy Thompson	)	Alternates
Bob Walker	)	
Allan Heindel	)	Deputy City Manager
Chris Watson	)	Recreation Director
Kyle Gordon	)	Parks Director
Malaika Marion	)	Managing Director of Community Services
Kristie Weaver	)	Recreation Manager
Melanie Cox	)	Recreation Receptionist

With the following members absent: Karen Spencer, constituting a quorum, at which time the following business was transacted:

- I. **Call to Order:** Alan Neace called the meeting to order at 6:00 p.m.
- II. **Roll Call of Members:** Melanie Cox conducted the Roll Call of Members.

***At the request of Staff, the following items were moved to the top of the Agenda.***

**VIII. New Business:**

- A. **2016 Master Plan Recommendation:** Allan Heindel presented a recap of the 2016 Master Plan selection process. He reported that two firms were finalists during the Request for Qualifications process. Representatives from the firms Halff & Associates and Dunaway Associates of Fort Worth were in attendance to give a presentation about their services and answer Board member's questions.

Board scoring results were tabulated and the top score went to Halff & Associates. Staff will receive a formal proposal from Halff and meet with them to negotiate a cost and contract.

- B. 2016 Chisholm Aquatics Center Policies:** Kristie Weaver, Recreation Manager, presented an update of the 2016 Chisholm Aquatics Season. She reviewed the changes for the Learn to Swim Program. She noted that the Chisholm Aquatics Center Dedication and Ribbon Cutting Ceremony will be held on May 5<sup>th</sup>. Allan Heindel gave a brief overview of the dedication ceremony. Kristie Weaver reported that the Chisholm Aquatics Center Test Run and Annual City Picnic will take place on Saturday, May 21<sup>st</sup>, from 12:00 – 4:00 p.m.

Kristie Weaver reviewed the fee changes, opening dates, and new open-close times for the Chisholm Aquatics Center. She presented a proposal to change the age limit for child drop-off from 10 years of age to 12 years. She also proposed changing the age of a child that must be within arm's reach of a parent from 5 years of age to 7 years. She reviewed the policy changes for the Tot, Diving, and Activity pools, the slides, and the river pool.

Ralph Hurd made a motion to approve the policy changes as presented by staff. Delbert Derrett seconded the motion.

AYES: Cole, Derrett, Hurd, King, Neace, Robertson, Thompson, Walker

NOES: None

- III. Approval of Minutes:** Carol Cole made a motion to approve the minutes of the January 21, 2016 regular meeting as written; Ralph Hurd seconded the motion.

AYES: Cole, Derrett, Hurd, King, Neace, Robertson, Thompson, Walker

NOES: None

**IV. Staff Report:**

**A. Director's Reports:**

- 1. January and February Participation Reports:** Chris Watson presented the following statistics for the January and February Participation Reports.

<u>January</u>	
Recreation Center	15,897
Tennis Center	931
Facility Rentals	30

<u>February</u>	
Recreation Center	20,256
Tennis Center	1,385
Facility Rentals	84

**B. Special Events:**

1. **2016 Chisholm Pond Fish Stocking Program:** The dates for the upcoming fish stocking at the Chisholm Park Pond were displayed.
2. **Lose the LB's Program Recap:** Chris Watson presented a recap on the Healthy Hurst "Lose the LB's" Fitness Challenge which was held from January 4<sup>th</sup> through February 29<sup>th</sup> at the Hurst Recreation Center.
3. **Daddy and Daughter Valentine's Ball Recap:** Chris Watson reported that the 2016 Daddy/Daughter Valentine Ball was held on February 7<sup>th</sup> at the Hurst Recreation Center with 250 in attendance.
4. **TAAF State Basketball Tournaments Recap:** Chris Watson reported that due to the gym floor repairs, the TAAF State Basketball Men's 35 & Over Tournament was held at the Arlington Elzie Odom Recreation Center on February 27<sup>th</sup>. The Men's Major was held on March 5<sup>th</sup> at the Hurst Recreation Center in the old gym.
5. **2016 Heritage Village Presents:** Malaika Marion reviewed the Heritage Village Presents events of 2015. She noted that the Grand Family Picnic was held on March 16<sup>th</sup> at the Heritage Village Plaza. She reported Concert in the Park will be held on April 29<sup>th</sup> and the Summer Kick Off event will be held on May 26<sup>th</sup>.
6. **EGGstravaganza Preview:** Chris Watson reported that the 2016 EGGstravaganza is scheduled for March 19<sup>th</sup> at the Hurst Community Park.
7. **USTA Tournament Preview:** Chris Watson reported that the Hurst USTA Junior Open Tennis Tournament will be held on April 15<sup>th</sup> & 16<sup>th</sup> at the Hurst Tennis Center.

**C. Works in Progress:**

1. **City Hall Landscape Project:** The contractor has finished the new landscape around City Hall and the Justice Center. The Parks Division has started to landscape the north entrance.

2. **Highway 10 Median Landscape Improvements:** The contractor cannot start the project until they take and pass a new TXDOT certification course in traffic control late this month. As a result, the contractor will start early-to-mid April.
3. **Athletic Complex Soccer Restroom:** The restroom project is nearly finished; however, the recent inclement weather has delayed the start of the exterior landscaping.
4. **Rickel Park TRA Project:** This pipeline project is nearly complete.
5. **Central Aquatics Center Project:** The competitive sealed bid will be opened March 23<sup>rd</sup>. Staff and designer will review the bids.
6. **Chisholm Park Improvements:** All agreements with various contractors have been executed. The projects will be underway as soon as all materials are delivered.
7. **Redbud Park Playground Replacement:** The contract with the playground installer has been executed; as a result, the project will start in late March and will be complete in May.
8. **Recreation Center Repairs:** Council approved the design contract for the roof and wall repairs in February. The roof and wall design is currently underway and should be completed by late March.

**D. Staff Activities:**

1. **April Calendar:** Chris Watson reviewed the calendar of events for the month of April.
2. **Personnel Update:** Allan Heindel reported that Amy Sisler, Recreation Manager for the Recreation Center, has accepted the position of Recreation Manager for Special Events and a new Recreation Manager for the Recreation Center would be starting soon.

**V. Report of the Committee:**

- A. **John Butler Memorial Senior Banquet Recap:** Allan Heindel reported that Earley Praises have been confirmed as the entertainment for the 2016 John Butler Memorial Senior Banquet.

**VI. Communications:** Two articles from *The Fort Worth Star Telegram* regarding the Hurst Recreation Center Patron Appreciation Week and the Daddy/Daughter Valentine's Ball were presented to the Board.

**VII. Unfinished Business:** None to discuss at this time.

**VIII. New Business:**

- A. 2016 Master Plan Recommendation:** *Moved to the top of the Agenda.*
- B. 2016 Chisholm Aquatics Center Policies:** *Moved to the top of the Agenda.*

**IX. Informational Items:**

- A. Chisholm Aquatics Center Project Update:** Kyle Gordon presented an update regarding the Chisholm Aquatics Center Project.
- B. Texas Parks and Wildlife Neighborhood Fishing Event:** Chris Watson reported that the City of Hurst will host the Texas Parks & Wildlife Neighborhood Fishing Event on May 7<sup>th</sup> at Chisholm Park.
- C. Recreation Center Program Contingency Plan:** Chris Watson reviewed the contingency plan for the Recreation Center Program during the Gym Floor and Roof Repair Project. He noted that the smaller gym will be used for open play basketball and summer classes, while Racquetball Courts #3 and #4 will be utilized for Gymnastic and Judo classes.
- D. Boards & Commissions Banquet:** Allan Heindel reported that the City's Annual Boards and Commissions Banquet is scheduled for Thursday, April 14<sup>th</sup> at the Hurst Conference Center. He reminded the Board that, in previous years, they have agreed to allow the Banquet to serve as their regular meeting for that month.

It was the consensus of the Board to cancel the April 21<sup>st</sup> regular Board Meeting with the understanding that the Boards and Commissions Banquet would serve as the April meeting.

**X. Board Member and Citizen Comments:**

- A. Board Member Inquiry:** In response to a Board Member's inquiry, Allan Heindel responded to the concern regarding the trees along Plainview Drive. After discussion, it was determined that staff would examine the area of concern and report back.

Alan Neace opened the discussion of planting a tree in memory of Board Member Pat King's husband, Fred King. Pat King suggested placing the tree near the fishing pond at Chisholm Park.

Carol Cole made a motion to place the memorial tree near the Chisholm Park Pond. Ralph Hurd seconded the motion.

AYES: Cole, Derrett, Hurd, King, Neace, Robertson, Thompson, Walker

NOES: None

**XI. Adjournment:** Ralph Hurd made a motion to adjourn the meeting; Carol Cole seconded the motion.

AYES: Cole, Derrett, Hurd, King, Neace, Robertson, Thompson, Walker

NOES: None

Alan Neace adjourned the meeting at 8:36 p.m.

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
RECORDING SECRETARY

## Future Event Calendar

April 12, 2016

<b>DATE AND TIME</b>	<b>ACTIVITY</b>
Tuesday, April 12, 2016 6:30 p.m.	Regular City Council Meeting City Council Chambers
Saturday, April 23, 2016 7:00 a.m. – Noon	Good Neighbor Day Bellaire Shopping Center
April 25 – May 3, 2016 Hours and additional voting sites listed on City website <a href="http://hursttx.gov">hursttx.gov</a> or <a href="http://Tarrantcounty.com/elections">Tarrantcounty.com/elections</a>	General Election – Early Voting Hurst Recreation Center - 700 Mary Drive
Tuesday, April 26, 2016 6:30 p.m.	Regular City Council Meeting City Council Chambers
Saturday, April 30, 2016 7:00 a.m. – Noon	Good Neighbor Day Bellaire Shopping Center
Saturday, May 7, 2016 7:00 a.m. – 7:00 p.m.	General Election Hurst Public Library – 901 Precinct Line Road
Tuesday, May 10, 2016 6:30 p.m.	Regular City Council Meeting City Council Chambers
Monday, May 30, 2016	Holiday – City Offices Closed