

**WORK SESSION AGENDA OF THE CITY COUNCIL OF
HURST, TEXAS
CITY HALL, 1505 PRECINCT LINE ROAD
FIRST FLOOR CONFERENCE ROOM
TUESDAY, JANUARY 10, 2023 – 5:30 P.M.**

I. Call to Order

II. Informational Items

- **Update and discussion of upcoming Calendar Items**
- **Update and discussion of Hurst 101 and Youth in Government programs**
- **Update and discussion of proposed Ordinance regarding temporary events**
- **Update and discussion of ETJ / Regan Estates**

III. Update and discussion of Regular Agenda Items(s)

IV. Discussion of Agenda Item(s) 3

Consider authorizing the city manager to purchase thirteen (13) vehicles from approved vendors

V. Discussion of Agenda Item(s) 4

Consider authorizing the city manager to proceed with the Hurst Fire Station 1 Facility Repairs Project

VI. Discussion of Agenda Item(s) 5

Consider Resolution 1831 calling the City of Hurst May 6, 2023 General Election

VII. Discussion of Agenda Item(s) 6

Consider authorizing the city manager to enter into an Engineering Services Contract with Birkhoff, Hendricks & Carter, LLP, for engineering services for 2023 Miscellaneous Storm Drain Extensions on Mary Drive and Steve Drive

VIII. Discussion of Agenda Item(s) 7

Consider authorizing the city manager to enter into a Professional Services Contract with Halff Associates, Inc., for a Preliminary Bank Stabilization Study of Locations on Walker Branch, Lorean Branch, and Sulphur Branch

IX. ADJOURNMENT

Posted By: _____

This the 6th day of January 2023, by 5:00 p.m., in accordance with Chapter 551, Texas Government Code.

Any item on this posted agenda could be discussed in executive session as long as it is within one of the permitted categories under sections 551.071 through 551.076 and section 561.087 of the Texas Government Code.

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

**REGULAR MEETING AGENDA OF THE CITY COUNCIL OF HURST, TEXAS
CITY HALL, 1505 PRECINCT LINE ROAD
TUESDAY, JANUARY 10, 2023**

AGENDA:

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

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

CALL TO ORDER

INVOCATION (Councilmember Gary Waldron)

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. Consider approval of the minutes for the December 13, 2022, City Council meetings
2. Consider Ordinance 2527, second reading, SITE-2022-00012 Archway Industrial, a site plan approval for Tract 2A3A Gulaver Wilson Survey A-1626, being 8.30 acres located at 615 W. Hurst Boulevard
3. Consider authorizing the city manager to purchase thirteen (13) vehicles from approved vendors
4. Consider authorizing the city manager to proceed with the Hurst Fire Station 1 Facility Repairs Project

RESOLUTION(S)

5. Consider Resolution 1831 calling the City of Hurst May 6, 2023 General Election

OTHER BUSINESS

6. Consider authorizing the city manager to enter into an Engineering Services Contract with Birkhoff, Hendricks & Carter, LLP, for engineering services for 2023 Miscellaneous Storm Drain Extensions on Mary Drive and Steve Drive
7. Consider authorizing the city manager to enter into a Professional Services Contract with Halff Associates, Inc., for a Preliminary Bank Stabilization Study of Locations on Walker Branch, Lorean Branch, and Sulphur Branch
8. Review of upcoming calendar items
9. City Council Reports - Items of Community Interest

PUBLIC INVITED TO BE HEARD – A REQUEST TO APPEAR CARD MUST BE COMPLETED AND RETURNED TO THE CITY SECRETARY TO BE RECOGNIZED. CITIZEN COMMENTS ARE LIMITED TO A MAXIMUM OF 3 MINUTES PER SPEAKER

ADJOURNMENT

Posted by: _____

This 6th day of January 2023, by 5:00 p.m., in accordance with Chapter 551, Texas Government Code.

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**Minutes
Hurst City Council
Work Session
Tuesday, December 13, 2022**

On the 13th day of December 2022, at 5:36 p.m., the City Council of the City of Hurst, Texas, convened in Work Session at City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

| | | |
|-----------------------|---|--|
| Henry Wilson |) | Mayor |
| Cindy Shepard |) | Mayor Pro Tem |
| Jon McKenzie |) | Councilmembers |
| Cathy Brotherton |) | |
| David Booe |) | |
| Gary N. Waldron |) | |
| John Miller |) | |
| | | |
| Clay Caruthers |) | City Manager |
| Matthew Boyle |) | City Attorney |
| Clayton Fulton |) | Assistant City Manager |
| Malaika Marion Farmer |) | Assistant City Manager |
| Rita Frick |) | City Secretary |
| Greg Dickens |) | Executive Director of Public Works |
| Michelle Lazo |) | Executive Director of Planning and Development |
| Kyle Gordon |) | Executive Director of Community Services |
| Billy Keadle |) | Deputy Police Chief |
| David Palla |) | Fire Chief |
| Steve Bowden |) | Executive Director of Economic Development |
| Brent Craft |) | Assistant Fire 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 5:36 p.m.

II. Informational Items

- **Update and discussion of upcoming Calendar Items** – City Manager Clay Caruthers advised the Council Work Session scheduled for December 14, 2022 has been cancelled due to scheduling conflicts.
- **Update and discussion of donation to police department Citizen on Patrol program (COPs)** – City Manager Caruthers noted the generous donation provided by Roger Marsh towards the purchase of a COPs vehicle.
- **Update and discussion of annual citizen survey** – Assistant City Manager Clayton Fulton advised staff will be releasing the citizen survey in January and will maintain the usual questions and delete those that were one time specific. City Manager Caruthers asked Council to provide questions they would like to add to the survey.

Work Session Items were discussed in the following order: IV, V, III, VII, VIII and VI.

III. Update and discussion of Regular Agenda Items(s)

City Manager Clay Caruthers and staff briefed Council on consent agenda items including the Enhanced Narcotics Field Identification Equipment and Combined Crime Victim Coordinator grants; Traffic Signal Improvements on Precinct Line Road and Redbud Signal Drive; two Interlocal Agreement Bond Projects through Tarrant County for Brown Trail from Queens Way to North City limits and Pipeline Road, Phase 4 from Harrison Lane to Brown Trail reconstruction projects; fire hose purchase; and expansion and implementation of Cityworks Software module for Parks and Facility Services.

IV. Discussion of Agenda Item(s) 13

Conduct a public hearing and consider Ordinance 2527, first reading, SITE-2022-00012 Archway Industrial, a site plan approval for Tract 2A3A Gulaver Wilson Survey A-1626, being 8.30 acres located at 615 W. Hurst Boulevard

Executive Director of Planning and Development Michelle Lazo briefed Council on the SITE-2022-00012 Archway Industrial, a site plan approval for Tract 2A3A Gulaver Wilson Survey A-1626, being 8.30 acres located at 615 W. Hurst Boulevard noting the request to construct a new office warehouse facility with flexible lease space and truck loading docks. She stated the warehouse will be 127,345 square feet, with lease space of 9,350 square feet. She reviewed parking and noted the applicant and engineering staff are working with the Texas Department of Transportation (TXDOT) for approval of a median opening and two driveways on West Hurst Boulevard including sidewalks on Highway 10. Ms. Lazo reviewed landscape plans, lighting plans, elevation and signage request for tenant signs on the west elevation and a multi-tenant monument sign. Also noted, the applicant is working with engineering staff, prior to platting, on floodway plans.

V. Discussion of Agenda Item(s) 14

Consider P-2022-00009 Lowe's Addition a replat of Lot 2R to Lots 2R1 and 2R2, Block 1, Lowe's Addition No. 1, being 15.08 acres located at 770 Grapevine Highway

Executive Director of Planning and Development Michelle Lazo briefed Council on the application for a replat to construct a new Salad and Go. She reviewed the site location noting shared access on Highway 26 and Precinct Line Road. In response to Mayor Wilson's question, City Manager Caruthers reviewed the current rules regarding plat approval.

VI. Discussion of Agenda Item(s) 15

Consider Ordinance 2528, first and final reading, amending Chapter 24 by replacing a paragraph in Section 24-127 concerning Pecan Street and adding a new paragraph in Section 24-130, prohibiting parking in certain areas

City Manager Caruthers noted the Bellaire Elementary School's request for additional parking on the north side of Pecan Street for faculty during construction at the elementary school. He reviewed existing parking regulations on Pecan Street and noted the regulations could be reevaluated after construction.

VII. Discussion of Agenda Item(s) 16

Consider authorizing the city manager authority for an emergency purchase for fire engine repairs

City Manager Caruthers noted the need for emergency repairs for two fire engines and staff's attempts to have the manufacturer pay expenses, which were unsuccessful. He stated due to the necessity to preserve public safety, staff proceeded with the repairs and this item provides Council approval.

VIII. Discussion of Agenda Item(s) 17

Consider authorizing city manager to purchase an ambulance

Assistant City Manager Malaika Marion Farmer briefed Council on the proposed purchase of (1) one standard ambulance, model F-550, noting this is within the normal purchasing schedule. She noted the quote from Frazer is \$279,685 and includes a \$24,000 trade-in credit. Fire Chief David Palla advised equipment from the ambulance being replaced will be installed in the new ambulance eliminating the need to purchase new equipment and reviewed standard replacement practices.

IX. ADJOURNMENT – Mayor Wilson adjourned the work session at 6:13 p.m.

APPROVED this the 10th day of January 2023.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Henry Wilson, Mayor

City Council Minutes
Tuesday, December 13, 2022

On the 13th day of December 2022, at 6:30 p.m., the City Council of the City of Hurst, Texas, convened in a regular meeting at City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

| | | |
|-----------------------|---|--|
| Henry Wilson |) | Mayor |
| Cindy Shepard |) | Mayor Pro Tem |
| John Miller |) | Councilmembers |
| Jon McKenzie |) | |
| Cathy Brotherton |) | |
| Gary N. Waldron |) | |
| David Booe |) | |
| | | |
| Clay Caruthers |) | City Manager |
| Matthew Boyle |) | City Attorney |
| Clayton Fulton |) | Assistant City Manager |
| Malaika Marion Farmer |) | Assistant City Manager |
| Rita Frick |) | City Secretary |
| Greg Dickens |) | Executive Director of Public Works |
| Michelle Lazo |) | Executive Director of Planning and Development |
| Steve Niekamp |) | Police Chief |
| Billy Keadle |) | Deputy Police Chief |
| David Palla |) | Fire Chief |
| Brent Craft |) | Assistant Fire 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. and the Pledge of Allegiance was given.

Councilmember John Miller gave the Invocation.

CONSENT AGENDA

1. Consider approval of the minutes for the November 8, 2022, City Council meetings
2. Consider Ordinance 2525, second reading, SITE-2022-00007 Ash Limo, a site plan approval for Tract 5D2, Hamilton Bennett Survey A-138, being 2.162 acres located at 1351 West Hurst Boulevard
3. Consider Ordinance 2526, second reading, providing for increased prior and current service annuities under the act governing the Texas Municipal Retirement System for retirees and beneficiaries of deceased retirees of the City of Hurst
4. Consider Resolution 1829 supporting application for Combined Crime Victims Coordinator Grant

5. Consider Resolution 1830 supporting application for Enhanced Narcotics Field Identification Equipment Grant
6. Consider authorizing the city manager to enter into an Interlocal Agreement with Tarrant County for funding of the Brown Trail Street Reconstruction Project from Queens Way to North City Limits
7. Consider authorizing the city manager to enter into an Interlocal Agreement with Tarrant County for funding of the Pipeline Road, Phase 4, Reconstruction Project from Harrison Lane to Brown Trail
8. Consider authorizing the city manager to execute a temporary Right-of-Entry Agreement with the Trinity River Authority of Texas through the Calloway Branch drainage way between Melbourne Road downstream to State Highway 10 to allow for the replacement of regional wastewater outfall lines
9. Consider authorizing the city manager to pay the Trinity River Authority for emergency repair work to Walker-Calloway 27-inch Sanitary Sewer Outfall
10. Consider authorizing the city manager to enter into an Engineering Services Contract with Lee Engineering, LLC, for engineering services for Traffic Signal Improvements on Precinct Line Road at Redbud Drive
11. Consider authorizing the city manager to proceed with the expansion and implementation of the Cityworks Software module for Parks and Facility Services
12. Consider authorizing the city manager to purchase fire hose

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

Ayes: Councilmembers McKenzie, Brotherton, Booe, Waldron, Miller and Shepard

PUBLIC HEARING(S) AND RELATED ITEM(S)

13. Conduct a public hearing and consider Ordinance 2527, first reading, SITE-2022-00012 Archway Industrial, a site plan approval for Tract 2A3A Gulaver Wilson Survey A-1626, being 8.30 acres located at 615 W. Hurst Boulevard

Mayor Wilson announced a public hearing to consider Ordinance 2527, first reading, SITE-2022-00012 Archway Industrial, a site plan approval for Tract 2A3A Gulaver Wilson Survey A-1626, being 8.30 acres located at 615 W. Hurst Boulevard and recognized Planning and Development Executive Director Michelle Lazo who reviewed the request to construct a new office warehouse facility with flexible lease space and truck loading docks. She stated the warehouse will be 127,345 square feet, with lease space of 9,350 square feet. She reviewed parking and noted the applicant and engineering staff are working with the Texas Department of Transportation (TXDOT) for approval of a median opening and two driveways on West Hurst Boulevard including sidewalks on Highway 10. Ms. Lazo

reviewed landscape plans, lighting plans, elevation and signage request for tenant signs on the west elevation and a multi-tenant monument sign.

Mayor Wilson recognized applicant Clay Christy, Clay Moore Engineering, who stated he has been working with Executive Director of Public Works Greg Dickens and TXDOT to coordinate access and is happy to answer questions.

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

In response to Council questions, Mr. Christy stated there are no tenants currently under contract, but there are individuals interested in the 10,000 to 12,000 square foot range, as well as half of the space. He stated he does not know the truck traffic schedule, which depends on the tenants, but the City's ordinances will be followed.

Councilmember Miller moved to approve Ordinance 2527, first reading, a Site Plan for Archway Industrial. Motion seconded by Councilmember Shepard. Motion prevailed by the following vote:

Ayes: Councilmembers McKenzie, Brotherton, Booe, Waldron, Miller and Shepard

PLAT(S)

14. Consider P-2022-00009 Lowe's Addition a replat of Lot 2R to Lots 2R1 and 2R2, Block 1, Lowe's Addition No. 1, being 15.08 acres located at 770 Grapevine Highway

Mayor Wilson recognized Executive Director of Planning and Development Michelle Lazo who reviewed the application by Chris Howard, GEONAV Surveying, for a replat in order to construct a new Salad and Go. She reviewed the site location noting shared access on Highway 26 and Precinct Line Road. In response to Council questions, Executive Director of Public Works Greg Dickens stated the replat meets engineering requirements.

Councilmember McKenzie moved to approve P-2022-00009, a replat for Lot 2R, Block 1, Lowe's Addition No. 1. Motion seconded by Councilmember Brotherton. Motion prevailed by the following vote:

Ayes: Councilmembers McKenzie, Brotherton, Booe, Waldron, Miller and Shepard

ORDINANCE(S)

15. Consider Ordinance 2528, first and final reading, amending Chapter 24 by replacing a paragraph in Section 24-127 concerning Pecan Street and adding a new paragraph in Section 24-130, prohibiting parking in certain areas

Executive Director of Public Works Greg Dickens reviewed the proposed ordinance amendment to have the north side of Pecan Street from the curb return on Bellaire Drive to a point 400 feet west be "no parking" from 6:00 p.m. to 6:00 a.m. in order to provide more parking for staff as requested by HEB ISD staff. Mr. Dickens reviewed current parking regulations and the request from the district due to the reconstruction of the

elementary.

Councilmember Brotherton moved to approve Ordinance 2528, first and final reading, amending Chapter 24 by replacing a paragraph in Sections 24-127 concerning Pecan Street and adding a new paragraph in Section 24-130; prohibiting parking in certain areas. Motion seconded by Councilmember Waldron. Motion prevailed by the following vote:

Ayes: Councilmembers McKenzie, Brotherton, Booe, Waldron, Miller and Shepard

OTHER BUSINESS

16. Consider authorizing the city manager to proceed with the Hurst Fire Engines emergency repairs

Assistant City Manager Malaika Marion Farmer reviewed the emergency request for repairs to two fire engines, which are currently undergoing emergency repairs and noted the critical nature of both engines being out of service. She reviewed purchasing regulations authorizing the city manager to proceed with the repairs and this item provides Council approval of the repairs, for an amount not to exceed \$34,578.40.

Councilmember Miller moved to authorize the city manager to proceed with the Hurst Fire Engines Emergency Repairs, for an amount not to exceed \$34,578.40. Motion seconded by Councilmember Waldron. Motion prevailed by the following vote:

Ayes: Councilmembers McKenzie, Brotherton, Booe, Waldron, Miller and Shepard

17. Consider authorizing city manager to purchase (1) one ambulance

Assistant City Manager Malaika Marion Farmer reviewed the request to purchase (1) one ambulance and the ambulance replacement schedule. She stated this is a standard ambulance, Model F-550 and the quote from Frazer is \$279,685 including a \$24,000 trade-in credit.

Councilmember Brotherton moved to authorize the city manager to purchase (1) one ambulance from approved vendors, in the amount of \$279,685. Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

Ayes: Councilmembers McKenzie, Brotherton, Booe, Waldron, Miller and Shepard

18. Review of Board, Commission, and Committee Minutes:

- Neighborhood and Community Advisory Committee
- Library Board
- Parks and Recreation Board
- Hurst Community Arts and Historic Landmark Preservation Committee
- Planning and Zoning
- Transportation Infrastructure and Safety Committee

Mayor Pro Tem Shepard expressed how much she liked the new utility box wraps and expressed appreciation to the local artist and the Hurst Community Arts and Historic Landmark Preservation Committee. Mayor Wilson noted how nice the wraps are and also noted that he and City Manager Clay Caruthers recently attended the board, commission and committee meetings for the annual review of Rules of Procedure.

19. Review of upcoming calendar items – City Manager Caruthers reviewed the future events calendar noting the holiday closures and various hours for city facilities. Mayor Wilson stated he received numerous compliments regarding the Christmas Tree Lighting Event and Executive Director of Community Services Kyle Gordon stated he believed approximately 6,000 were in attendance for the lighting, and thanked Council for their support. Assistant City Manager Malaika Marion Farmer noted the trash schedule would not change for the Christmas holiday.
20. City Council Reports - Items of Community Interest – None.

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

ADJOURNMENT – The meeting adjourned at 6:53 p.m.

APPROVED this the 10th day of January 2023.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Henry Wilson, Mayor

City Council Staff Report

SUBJECT: Ordinance 2527, second reading, SITE-2022-00012 Archway Industrial, a site plan approval for Tract 2A3A Gulaver Wilson Survey A-1626, being 8.30 acres located at 615 West Hurst Boulevard

Supporting Documents:

Ordinance 2527
 Site plan – Exhibit “A”
 Tree Survey – Exhibit “B”
 Landscape plan – Exhibit “C”
 Lighting plan – Exhibit “D”
 Building/sign elevations – Exhibit “E”
 Monument sign elevation – Exhibit “F”

Date: 1/10/2023
Department: Development
Reviewed by: Michelle Lazo
City Manager Review:

Background/Analysis:

An application has been made by Clay Christy with Clay Moore Engineering, for a Site Plan on Tract 2A3A Gulaver Wilson Survey A-1626, being 8.30 acres located at 615 W. Hurst Boulevard. The property is zoned TX-10 PD (Texas Hwy 10 Multi Use).

The developer is requesting the site plan to construct a new office warehouse facility with flexible lease space and truck loading docks. The proposed warehouse will be 127,345 square feet, with lease spaces of 9,350 sq. ft. The space will be flexible based on tenant needs. The proposed development will have parking on the north and east side of the building and a truck bay area on the west side of the property. They are working with the City and TXDOT on approval of a median opening and two driveways on West Hurst Boulevard.

There is a large natural wooded buffer area to the east owned by Gardner Capital. This area is platted as a separate lot and will remain as a buffer to the industrial uses to the west. The building will have wall packs on the building for exterior lighting, but will maintain zero foot-candles at the property line.

The applicant plans to preserve existing tree canopy around the perimeter of the site and will enhance the front of the property adding nine (9) Texas Red Oak, three (3) Cedar Elm, Dwarf Yaupon Holly, Pink Muhly, and Bermuda sod.

The building elevation indicates a khaki and beige concrete tilt wall construction with metal accent coated panels around the perimeter. The east elevation will have

small storefront glass windows, the west elevation will have storefront office doors and windows with large metal bay doors.

They are requesting a building sign on the front elevation and tenant signs on the west elevation. These signs will meet the sign requirements for TX-10 zoning. They are also requesting a multi-tenant monument sign that is 12 ft. in height with a maximum of 120 sq. ft. per face.

Funding Sources and Community Sustainability:

There is no fiscal impact.

Consideration of the Site Plan is a direct representation of Council's goal for **Economic Vitality**.

Recommendation:

Based on the Planning and Zoning Commission's vote of 5-0, the recommendation is City Council **move to approve Ordinance 2527, second reading, a Site Plan for Archway Industrial**.

ORDINANCE 2527

AN ORDINANCE ADOPTING A SITE PLAN FOR TRACT 2A3A GULAVER WILSON SURVEY A-1626, BEING 8.30 ACRES LOCATED AT 615 WEST HURST BOULEVARD

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 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 with Exhibits "A-F" for Tract 2A3A Gulaver Wilson Survey A-1626, being 8.30 acres located at 615 W. Hurst Blvd.

AND IT IS SO ORDERED.

Passed on the first reading on the 13th day of December 2022 by a vote of 6 to 0.

Approved on the second reading on the 10th day of January 2023 by a vote of _ to _.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Henry Wilson, Mayor

Approved as to form and legality:

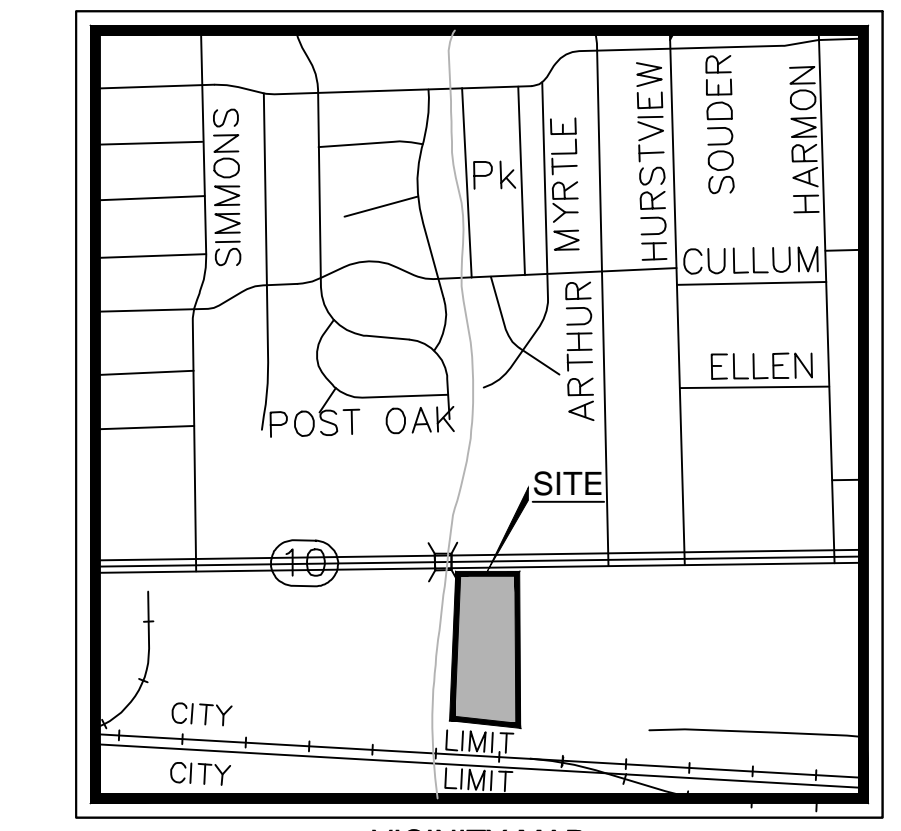
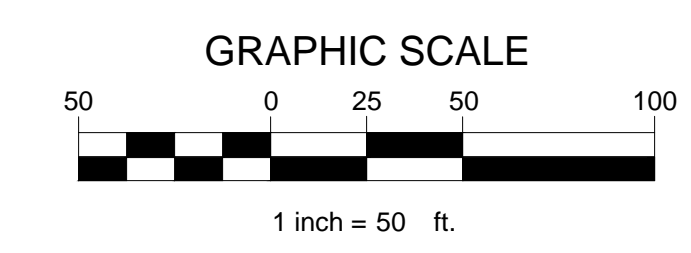
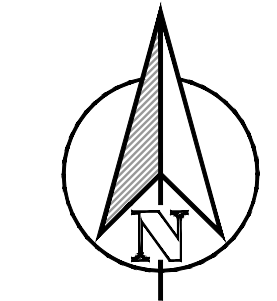
City Attorney

PRELIMINARY
 FOR REVIEW ONLY
 Not for construction purposes.
 CLAYMOORE ENGINEERING AND PLANNING
 CONSULTANTS
 ENGINEER: CLAY CRISTY
 P.E. No. 10980 Date: 9/27/2022

ARCHWAY INDUSTRIAL HURST, TX

SITE PLAN

DESIGN: SDC
 DRAWN: SDC
 CHECKED: SDC
 DATE: 9/27/2022
SHEET SP-1
 CM FILE NO. 2022-109



LEGEND

| | |
|-----------|--|
| [Pattern] | HEAVY DUTY CONCRETE PAVEMENT PER DETAIL THIS SHEET |
| [Pattern] | LIGHT DUTY CONCRETE PAVEMENT PER DETAIL THIS SHEET |
| [Pattern] | PROPOSED SIDEWALK |
| [Pattern] | EXISTING PAVEMENT |
| [Pattern] | PROPOSED CONCRETE CURB & GUTTER |
| [Pattern] | EXISTING CONCRETE CURB & GUTTER |
| [Pattern] | FULL-DEPTH SAWCUT |
| [Symbol] | PARKING COUNT |

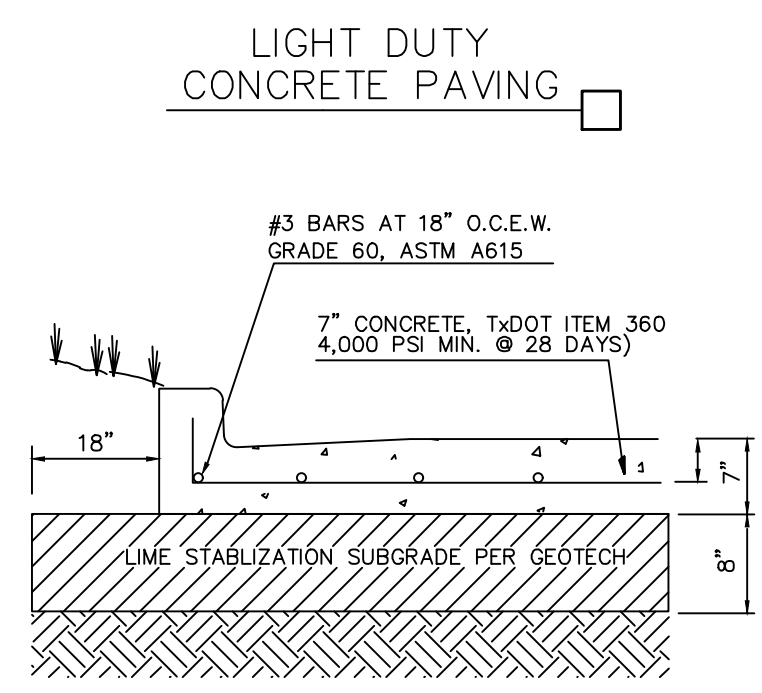
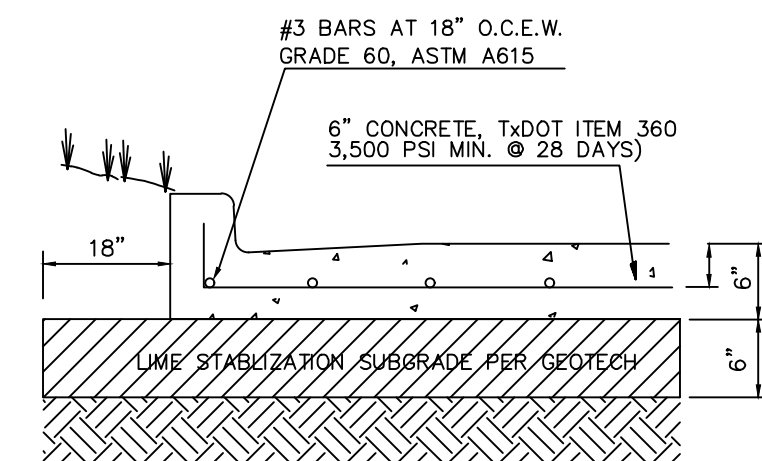
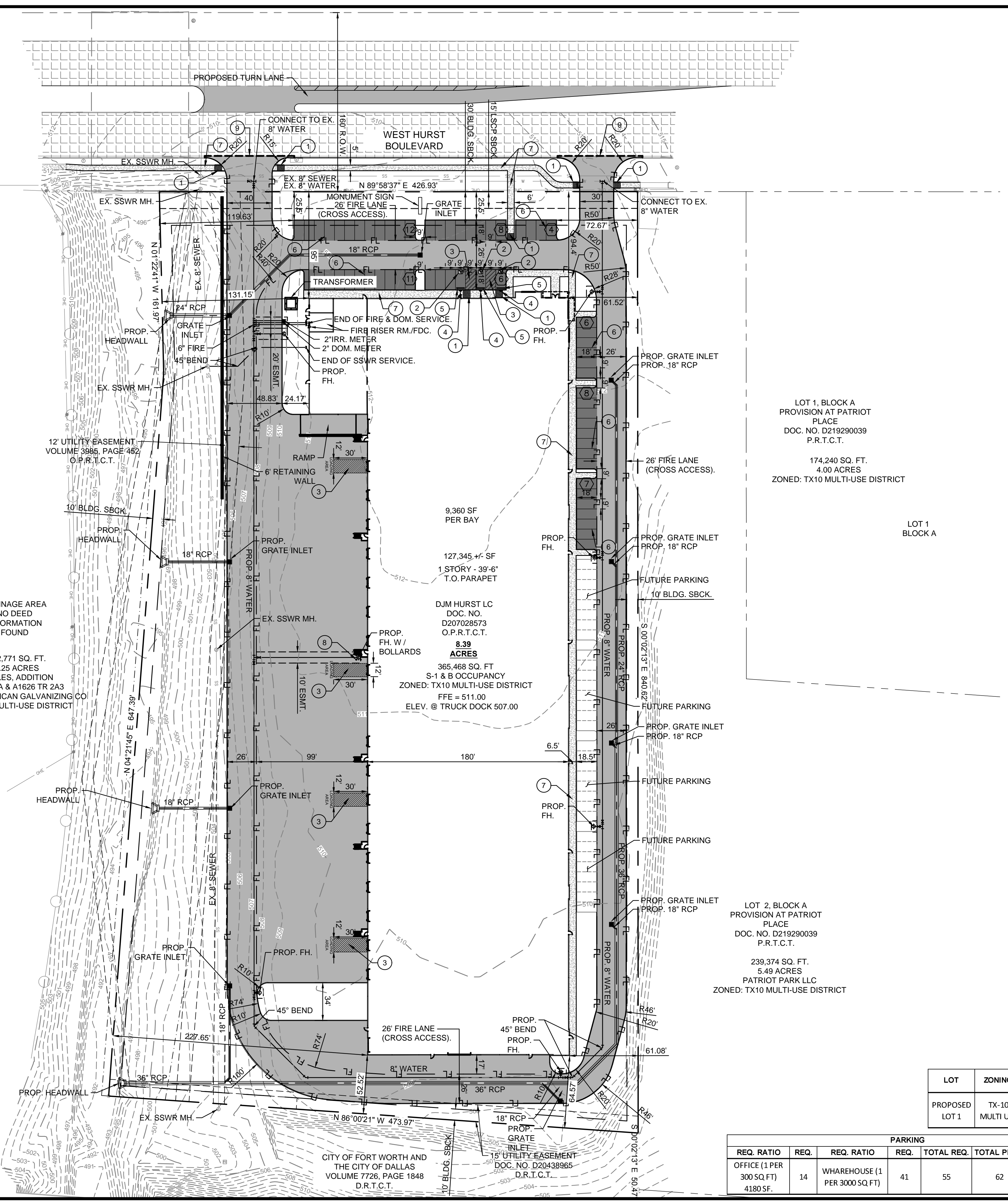
CONSTRUCTION SCHEDULE

| | |
|---|--|
| ① | PEDESTRIAN RAMPS PER DETAILS SHEET |
| ② | HANDICAP SYMBOL PER DETAILS SHEET |
| ③ | PAVEMENT STRIPING PER DETAILS SHEET |
| ④ | HANDICAP SIGN PER DETAILS SHEET |
| ⑤ | CURB STOP PER DETAILS SHEET |
| ⑥ | 4" PARKING STALL STRIPING COLOR: WHITE (TYP) |
| ⑦ | SIDEWALK PER DETAILS SHEET |
| ⑧ | PROPOSED PROTECTIVE BOLLARDS |
| ⑨ | FULL-DEPTH SAWCUT |

GENERAL NOTES:
 1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
 2. ALL PARKING ISLAND RADII SHALL BE 3' UNLESS NOTED OTHERWISE.
 3. ALL LANDSCAPING WILL BE PROVIDED WITH PROPER IRRIGATION TO EACH PLANT AND LANDSCAPE ZONE.

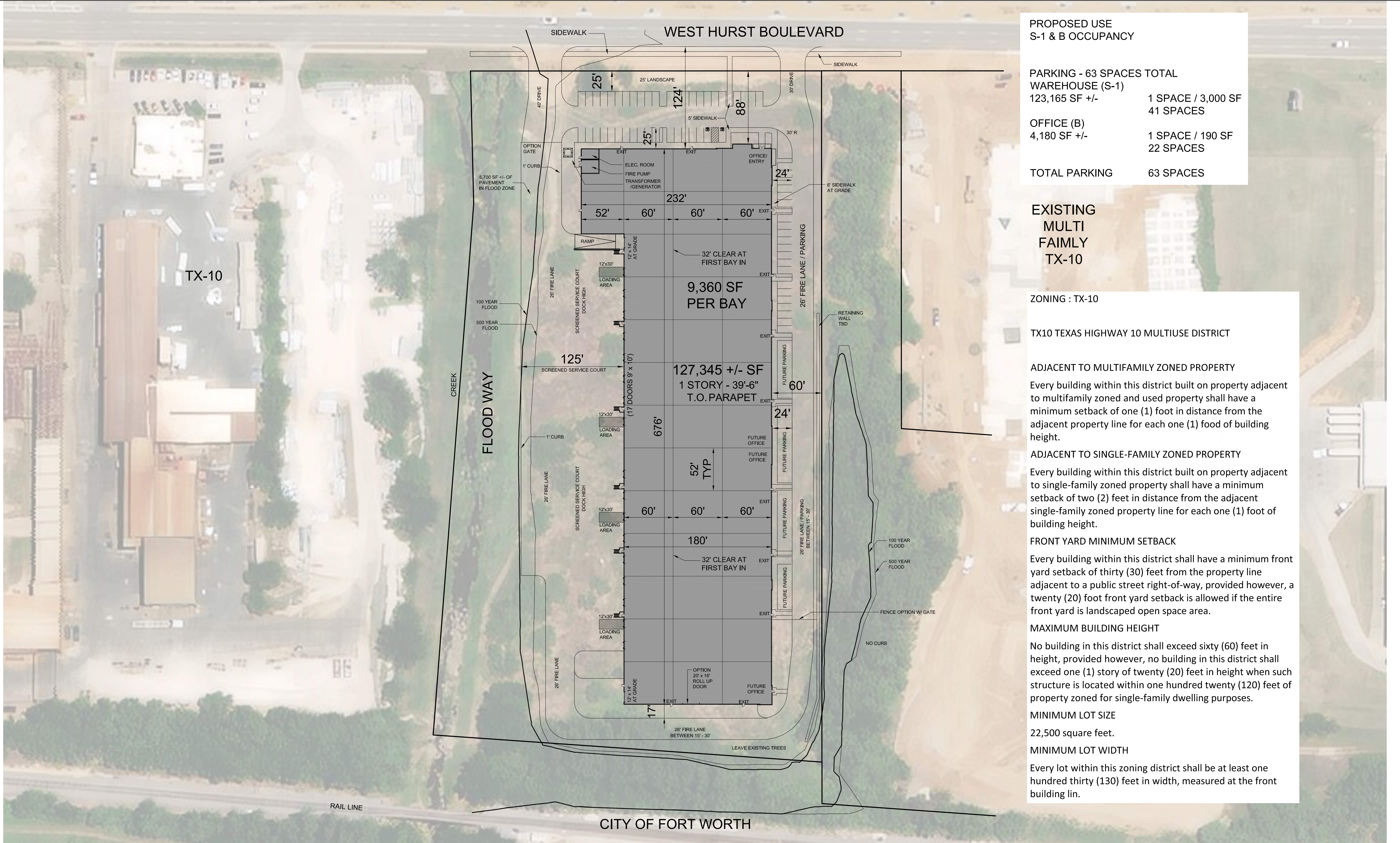
| LOT | ZONING | PROPOSED USE | LOT SIZE (ACRES) | LOT SIZE (SQ. FT.) | BLDG. AREA (SQ. FT.) | BLDG. HGT. (FT) | # OF STORIES |
|----------------|-----------------|-------------------|------------------|--------------------|----------------------|-----------------|--------------|
| PROPOSED LOT 1 | TX-10 MULTI USE | WAREHOUSE/ OFFICE | 8.39 | 365,468 | 127,345 | 39'-6" | 1 |

| PARKING | | | | | | HANDICAP SP. | | TOTAL IMPERVIOUS | | TOTAL PERVIOUS | |
|--------------------------|------|------------------------------|------|------------|-------------|--------------|-------|------------------|-----|----------------|-----|
| REQ. RATIO | REQ. | REQ. RATIO | REQ. | TOTAL REQ. | TOTAL PROV. | REQ. | PROV. | (SQ FT) | (%) | (SQ FT) | (%) |
| OFFICE (1 PER 300 SQ FT) | 14 | WAREHOUSE (1 PER 3000 SQ FT) | 41 | 55 | 62 | 3 | 3 | 261,307 | 71% | 104,161 | 29% |



DETAILED LEGAL DESCRIPTION:
 WHEREAS, DJM HURST LC, is the owner of an 8.40 acre tract of land out of the G. WILSON SURVEY, ABSTRACT NO. 1626, situated in the City of Hurst, Tarrant County, Texas, and being all of a called 8.400 acre tract of land conveyed to DJM Hurst LC by deed of record in Document Number D207028573, of the Official Public Records of Tarrant County, Texas, and being more particularly described by metes and bounds as follows:
 BEGINNING at a 1/2-inch iron rod with yellow plastic cap stamped "WEIR & ASSOC." found in the South Right-of-Way (R.O.W.) line of West Hurst Boulevard, a 160 foot wide R.O.W. as shown on the Texas State Highway Department Right-of-Way Map-State Highway 183 From State HWY 121 to Euless, being the Northwest corner of Lot 2, Block A, of Provision at Patriot Place, a subdivision of record in Document Number D219290039, of the Plat Records of Tarrant County, Texas, also being the Northeast corner of said 8.400 acre tract and hereof;
 THENCE, S00°02'13"E, with the West line of said Lot 2 and the common East line of said 8.400 acre tract, a distance of 840.62 feet to a 1/2-inch iron rod with yellow plastic cap stamped "WEIR & ASSOC." found at the Southeast corner of said 8.400 acre tract and hereof, from which a 1/2-inch iron rod with yellow plastic cap stamped "WEIR & ASSOC." found at the Southwest corner of said Lot 2 bears S00°02'13"E, a distance of 50.47 feet;
 THENCE, with the South and West lines of said 8.400 acre tract, the following three (3) courses and distances:
 N86°00'21"W, a distance of 473.97 feet to a 1/2-inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southwest corner of said 8.400 acre tract and hereof;
 N04°21'45"E, a distance of 647.39 feet to a 1/2-inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at an angle point in the West line of said 8.400 acre tract and hereof; N01°22'41"W, a distance of 161.97 feet to an X-cut found in the South right-of-way line of West Hurst Boulevard, being the Northwest corner of said 8.400 acre tract and hereof;
 THENCE, N89°58'37"E, with the South right-of-way line of West Hurst Boulevard and the common North line of said 8.400 acre tract, a distance of 426.93 feet to the POINT OF BEGINNING, and containing an area of 8.40 acres (365,836 square feet) of land, more or less.
 NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:
 THAT, DJM HURST LC, does hereby adopt this plat designating the herein described real property as the herein stated ARCHWAY ADDITION, an addition to the City of Hurst, Tarrant County, Texas and does hereby dedicate to the public's use the easements and right-of-ways shown hereon.
 OWNER: DJM HURST LC

PLOTTED BY: SANTIAGO DURAN
 PLOT DATE: 9/27/2022 9:16 AM
 LOCATION: Z:\PROJECTS\PROJECTS\2022-109 ARCHWAY HURST INDUSTRIAL\CADD\SHEETS\SP-1 SITE PLAN.DWG
 LAST SAVED: 9/26/2022 2:57 PM



| | |
|--|---------------------------------|
| PROPOSED USE S-1 & B OCCUPANCY | |
| PARKING - 63 SPACES TOTAL | |
| WAREHOUSE (S-1) 123,165 SF +/- | 1 SPACE / 3,000 SF 41 SPACES |
| OFFICE (B) 4,180 SF +/- | 1 SPACE / 190 SF 22 SPACES |
| TOTAL PARKING | 63 SPACES |

EXISTING MULTI-FAMILY TX-10

ZONING : TX-10

TX10 TEXAS HIGHWAY 10 MULTIUSE DISTRICT

ADJACENT TO MULTIFAMILY ZONED PROPERTY
Every building within this district built on property adjacent to multifamily zoned and used property shall have a minimum setback of one (1) foot in distance from the adjacent property line for each one (1) foot of building height.

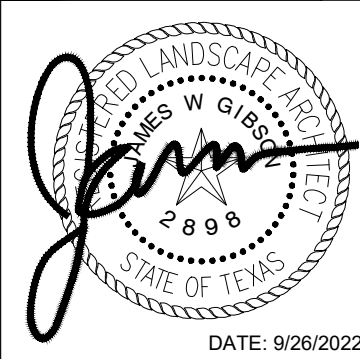
ADJACENT TO SINGLE-FAMILY ZONED PROPERTY
Every building within this district built on property adjacent to single-family zoned property shall have a minimum setback of two (2) feet in distance from the adjacent single-family zoned property line for each one (1) foot of building height.

FRONT YARD MINIMUM SETBACK
Every building within this district shall have a minimum front yard setback of thirty (30) feet from the property line adjacent to a public street right-of-way, provided however, a twenty (20) foot front yard setback is allowed if the entire front yard is landscaped open space area.

MAXIMUM BUILDING HEIGHT
No building in this district shall exceed sixty (60) feet in height, provided however, no building in this district shall exceed one (1) story of twenty (20) feet in height when such structure is located within one hundred twenty (120) feet of property zoned for single-family dwelling purposes.

MINIMUM LOT SIZE
22,500 square feet.

MINIMUM LOT WIDTH
Every lot within this zoning district shall be at least one hundred thirty (130) feet in width, measured at the front building line.

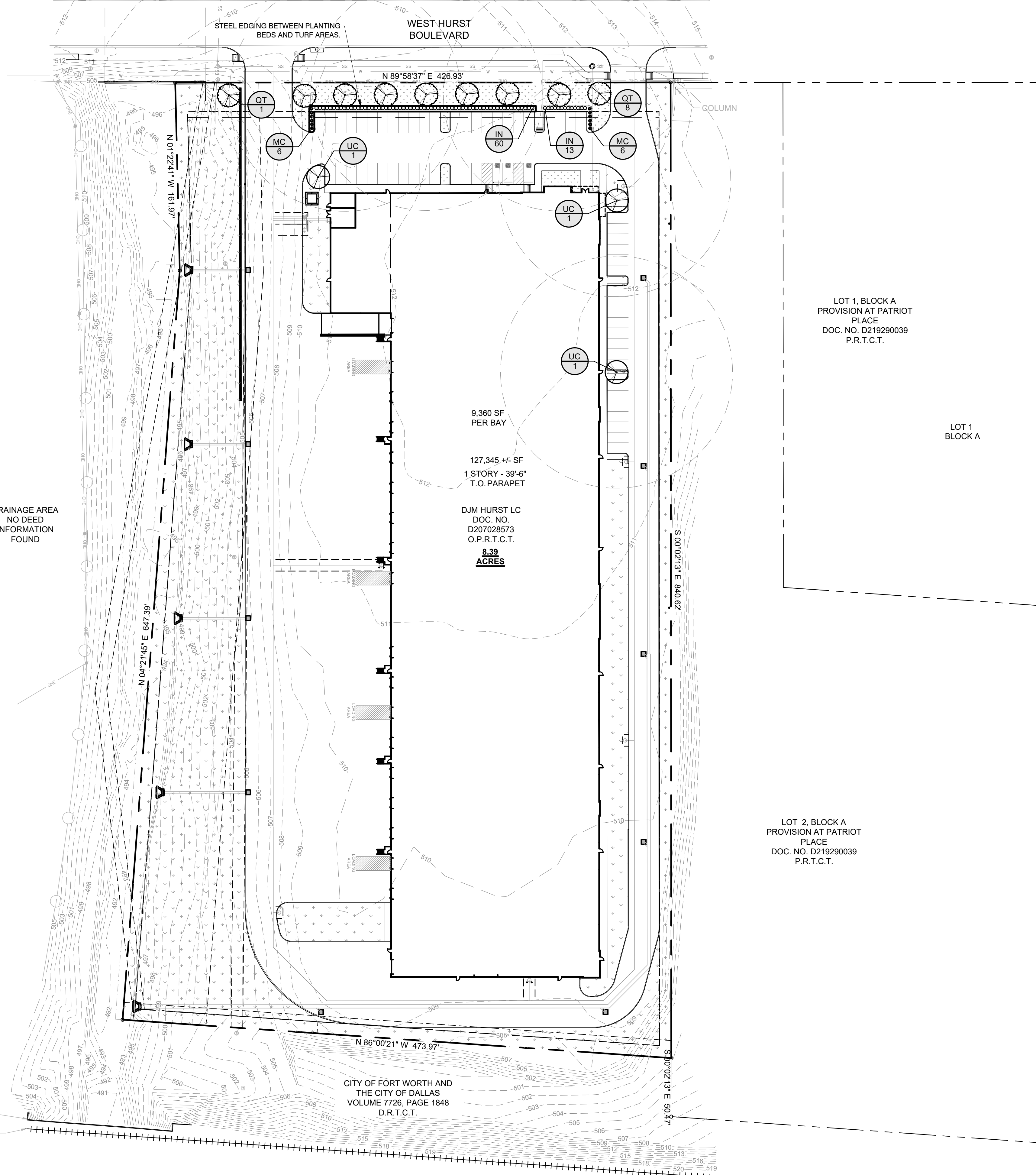
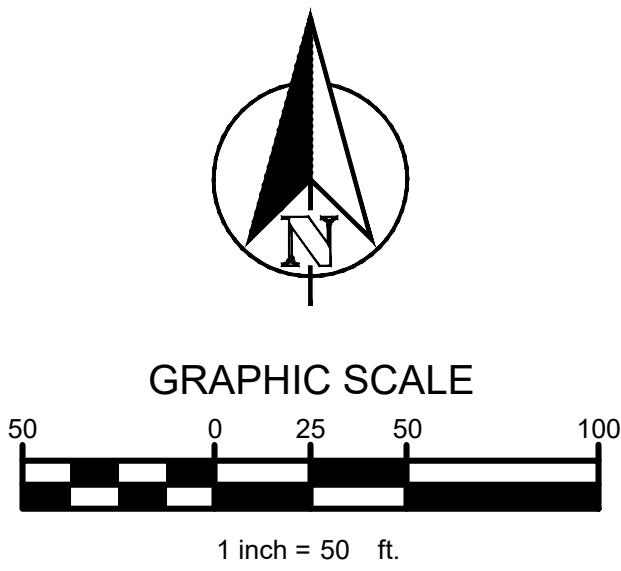


ARCHWAY INDUSTRIAL HURST, TX

| NO. | DATE | REVISION | BY |
|-----|------|----------|----|
| | | | |
| | | | |
| | | | |
| | | | |

LANDSCAPE PLANTING

| | |
|-------------|-----------|
| DESIGN: | JWG |
| DRAWN: | JWG |
| CHECKED: | JWG |
| DATE: | 9/26/2022 |
| SHEET | |
| LP-1 | |
| CM FILE NO. | 2022-109 |



LOT 1, BLOCK A
PROVISION AT PATRIOT
PLACE
DOC. NO. D219290039
P.R.T.C.T.

LOT 1
BLOCK A

LOT 2, BLOCK A
PROVISION AT PATRIOT
PLACE
DOC. NO. D219290039
P.R.T.C.T.

CITY OF FORT WORTH AND
THE CITY OF DALLAS
VOLUME 7726, PAGE 1848
D.R.T.C.T.

PLANT SCHEDULE

| TREES | CODE | BOTANICAL / COMMON NAME | CALIPER | ROOT | HEIGHT | QTY |
|---------------|------|--|---------|--------------|----------|-----|
| | QT | Quercus texana / Texas Red Oak | 3" Cal. | B&B or Cont. | 12' min. | 9 |
| | UC | Ulmus crassifolia / Cedar Elm | 3" Cal. | B&B or Cont. | 12' min. | 3 |
| SHRUBS | CODE | BOTANICAL / COMMON NAME | SIZE | CONTAINER | SPACING | QTY |
| | IN | Ilex vomitoria 'Nana' / Dwarf Yaupon | 3 gal. | Cont. | 36" o.c. | 76 |
| | MC | Muhlenbergia capillaris / Pink Muhly Grass | 3 gal. | Cont. | 36" o.c. | 12 |
| GROUND COVERS | CODE | BOTANICAL / COMMON NAME | SIZE | CONTAINER | SPACING | QTY |
| | CT | Cynodon dactylon 'Tif 419' / Bermuda Grass Sod | 3 gal. | Cont. | 36" o.c. | 12 |

LANDSCAPE CALCULATIONS

| | |
|---------------------------------------|---|
| TOTAL SITE AREA: | 365,836 SF |
| LANDSCAPE AREA REQUIRED: | 54,875 SF (15% OF SITE AREA) |
| LANDSCAPE AREA PROVIDED: | 101,236 SF (27.6% OF SITE AREA) |
| STREET FRONTAGE TREES | |
| TREES REQUIRED - GLENVIEW DRIVE: | 9 TREES (1 LG OR 2 ORN TREES PER 50 LF OF FRONTAGE, 426 LF) |
| TREES PROVIDED: | 9 LG TREES |
| SHRUBS | |
| SHRUBS REQUIRED - GLENVIEW DRIVE: | 85 SHRUBS (10 SHRUBS PER 50 LF OF FRONTAGE, 244 LF) |
| SHRUBS PROVIDED: | 88 SHRUBS |
| PARKING | |
| (AREA 25,832 SF/SPACES 64) | |
| LANDSCAPE AREA REQUIRED: | 1,291 SF (5% OF PARKING AREA) |
| LANDSCAPE AREA PROVIDED: | 1,727 SF (6.1% OF PARKING AREA) |
| TREES | |
| TREES REQUIRED: | 3 TREES |
| 1 TREE PER 20 SPACES | PROVIDED |
| MIN. 1 TREE + GROUND COVER PER ISLAND | PROVIDED |
| MAX. 100' FROM EA. SPACE | PROVIDED |
| TREES PROVIDED: | 7 TREES (5 EXISTING + 2 PROPOSED) |

GENERAL PLANTING NOTES

- BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
- IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
 - BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
 - CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
 - THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
 - ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
 - ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
 - IF ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
- ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
 - THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN FOR INDIVIDUAL SYMBOLS OR CALLOUT (FOR GROUND COVER PATTERNS) SHALL TAKE PRECEDENCE.
 - NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
 - THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
- THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
- SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

ROOT BARRIERS

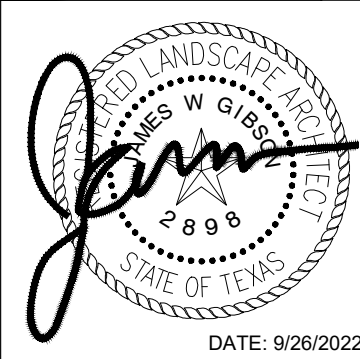
THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCLOSE THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED HARDWOOD MULCH, NATURAL (UNDYED), IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDING AREAS). ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.



PLOTTED BY: JAMES GIBSON
 PLOT DATE: 9/26/2022 8:16 AM
 LOCATION: C:\USERS\JGIBSON\EDG_DROPBOX\EDG - SHARED\2022\ARCHWAY - HURST TX\ARCHWAY HURST TX 2022-09-26.DWG
 LAST SAVED: 9/26/2022 7:37 AM



DATE: 9/26/2022

ARCHWAY INDUSTRIAL HURST, TX

Table with columns: No., DATE, REVISION, BY

LANDSCAPE DETAILS AND SPECIFICATIONS

PLANTING SPECIFICATIONS

GENERAL

- A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR
1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.

SUBMITTALS

- 1. THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES.

GENERAL PLANTING

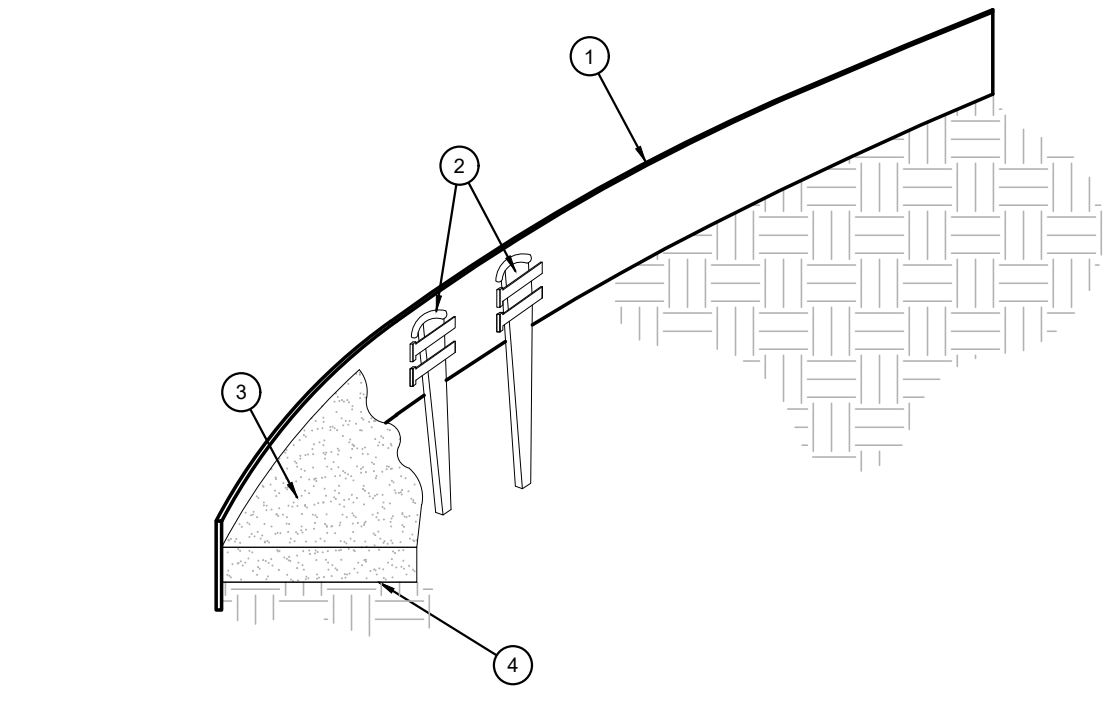
- 1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.

PRODUCTS

- A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.
B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS:
1. FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT.

METHODS

- A. SOIL PREPARATION
1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.

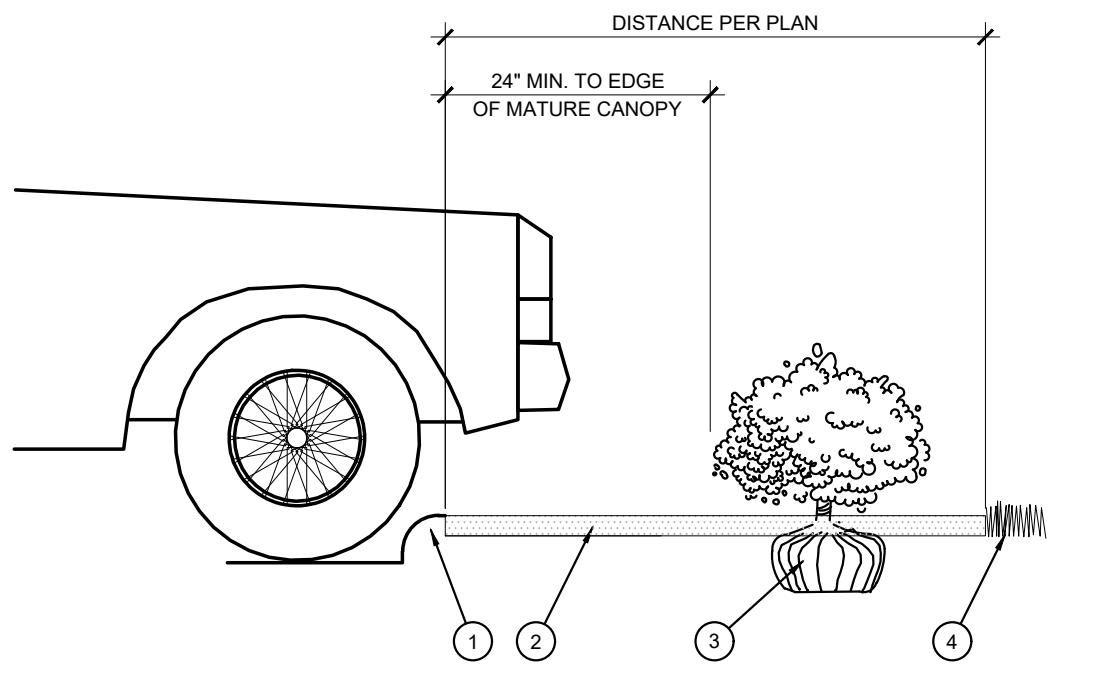


- 1 ROLLED-TOP STEEL EDGING PER PLANS.
2 TAPERED STEEL STAKES.
3 MULCH, TYPE AND DEPTH PER PLANS.
4 FINISH GRADE.

- NOTES:
1) INSTALL EDGING SO THAT STAKES WILL BE ON INSIDE OF PLANTING BED.
2) BOTTOM OF EDGING SHALL BE BURIED A MINIMUM OF 1" BELOW FINISH GRADE.
3) TOP OF MULCH SHALL BE 1" LOWER THAN TOP OF EDGING.

D STEEL EDGING

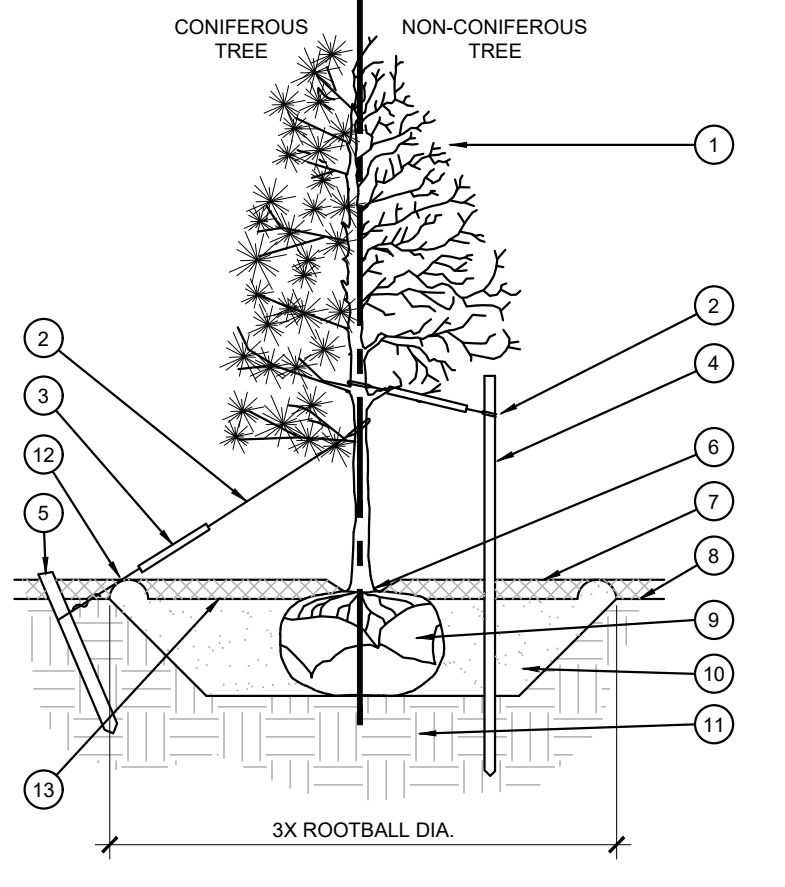
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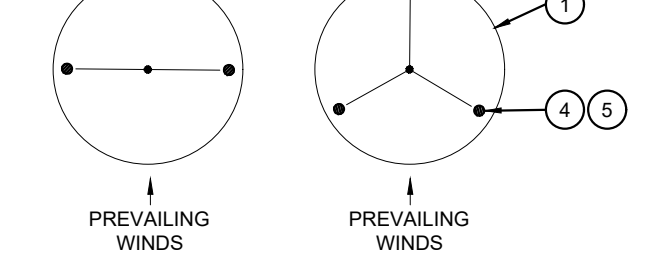
- 1 CURB.
2 MULCH LAYER.
3 PLANT.
4 TURF (WHERE SHOWN ON PLAN).

E PLANTING AT PARKING AREA

SCALE: NOT TO SCALE

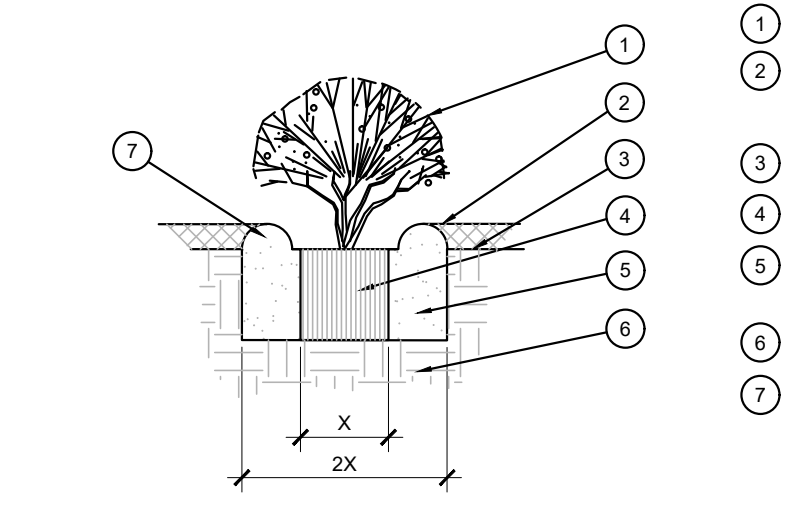


- 1 TREE CANOPY.
2 CINCH-TIES (24" BOX/2" CAL. TREES AND SMALLER) OR 12 GAUGE GALVANIZED WIRE WITH NYLON TREE STRAPS AT TREE AND STAKE (36" BOX/2.5" CAL. TREES AND LARGER). SECURE TIES OR STRAPS TO TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.



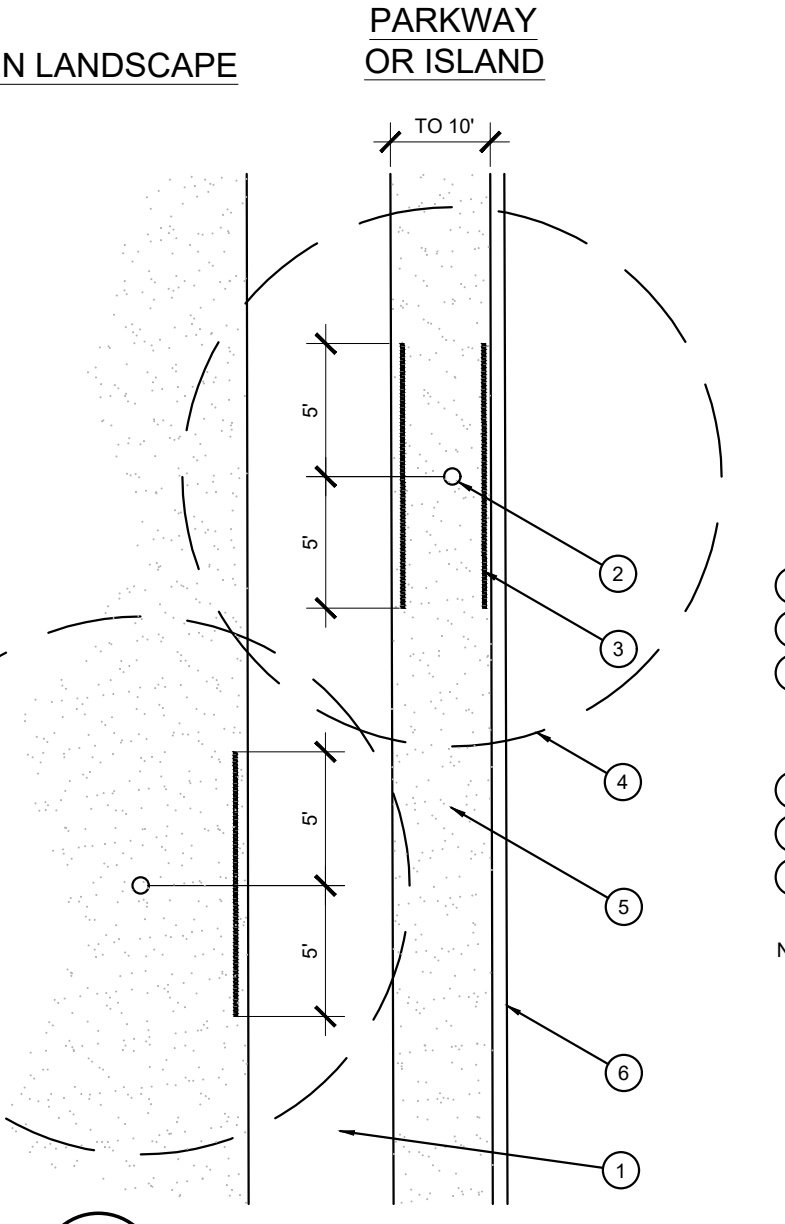
A TREE PLANTING

SCALE: NOT TO SCALE



B SHRUB AND PERENNIAL PLANTING

SCALE: NTS



C ROOT BARRIER - PLAN VIEW

SCALE: NOT TO SCALE

- 3 24" X 3/4" P.V.C. MARKERS OVER WIRES.
4 GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
5 PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.) BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
6 TRUNK FLARE.
7 MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.

- 8 FINISH GRADE.
9 ROOT BALL.
10 BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
11 UNDISTURBED NATIVE SOIL.
12 4" HIGH EARTHEN WATERING BASIN.
13 FINISH GRADE.

- NOTES:
1. SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
2. REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE SHOULD BE SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL, AND THE SPECIFIC GRADE ABOVE FINISH GRADE.
3. FOR BAB TREES, CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE. CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE. REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE AS MUCH BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL.
4. REMOVE ALL NURSERY STAKES AFTER PLANTING.
5. FOR TREES 36" BOX/2.5" CAL. AND LARGER, USE THREE STAKES OR DEADMEN (AS APPROPRIATE), SPACED EVENLY AROUND TREE.
6. STAKING SHALL BE TIGHT ENOUGH TO PREVENT TRUNK FROM BENDING, BUT LOOSE ENOUGH TO ALLOW SOME TRUNK MOVEMENT IN WIND.

- 1 SHRUB, PERENNIAL, OR ORNAMENTAL GRASS.
2 MULCH, TYPE AND DEPTH PER PLANS. PLACE NO MORE THAN 1" OF MULCH WITHIN 6" OF PLANT CENTER.
3 FINISH GRADE.
4 ROOT BALL.
5 BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
6 UNDISTURBED NATIVE SOIL.
7 3" HIGH EARTHEN WATERING BASIN.

- 1 TYPICAL WALKWAY OR PAVING
2 TREE TRUNK
3 LINEAR ROOT BARRIER MATERIAL. SEE PLANTING NOTES FOR TYPE AND MANUFACTURER. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
4 TREE CANOPY
5 TYPICAL PLANTING AREA
6 TYPICAL CURB AND GUTTER

- NOTES:
1) INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS.
2) BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

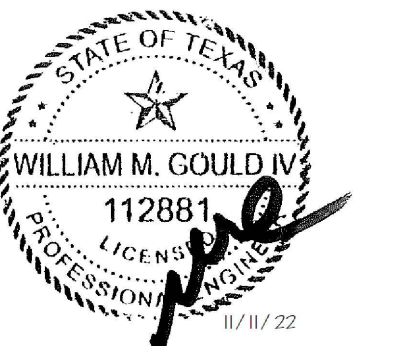
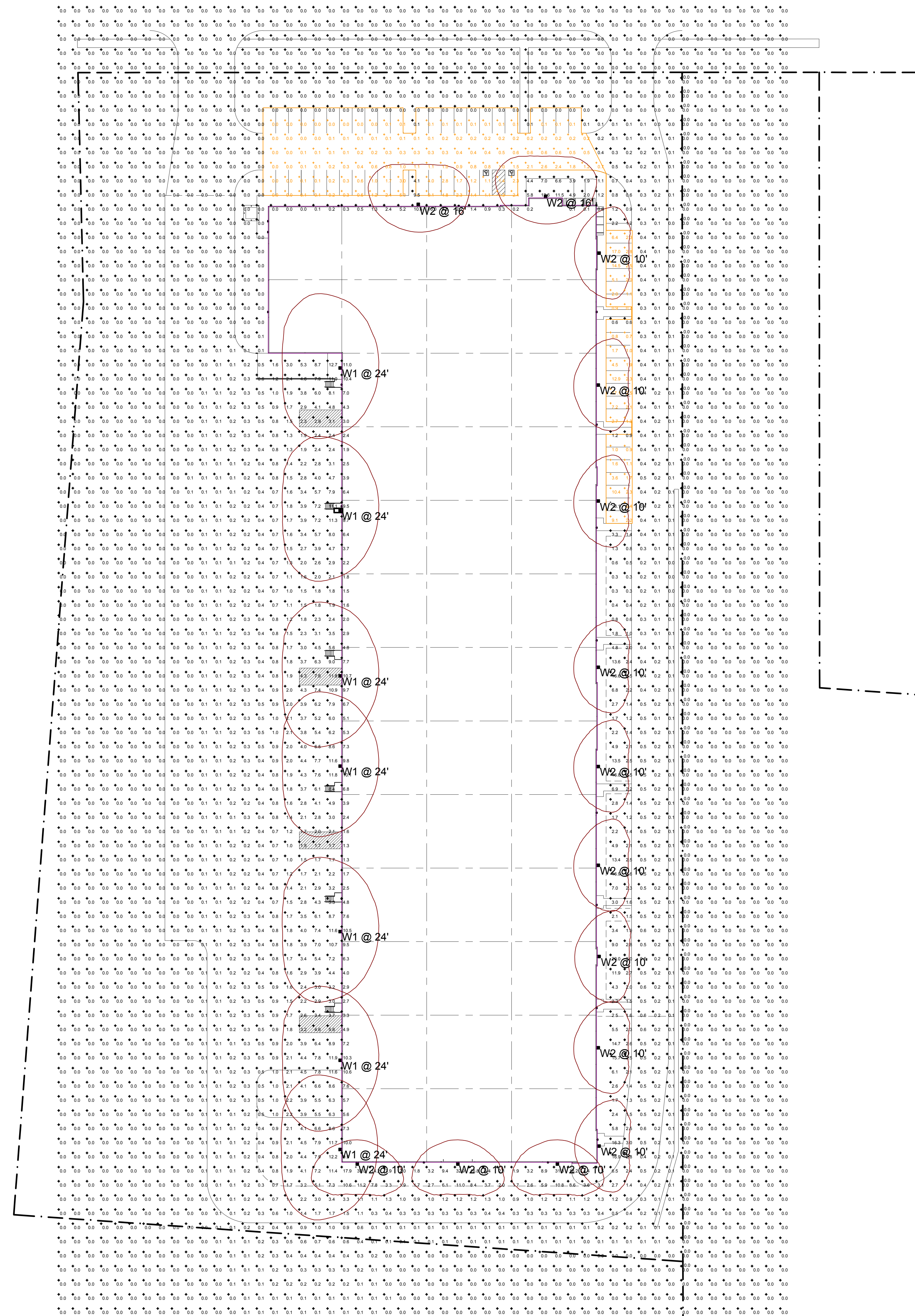


(800) 680-6630
15455 Dallas Pkwy., Ste 600
Addison, TX 75001
www.EvergreenDesignGroup.com


PLOTTED BY: JAMES GIBSON
PLOT DATE: 9/26/2022 8:12 AM
LOCATION: C:\USERS\JGIBBS\EDG DROPBOX\EDG - SHARED\2022\ARCHWAY - HURST TX\ARCHWAY_HURST_TX_2022-09-26.DWG
LAST SAVED: 9/26/2022 7:37 AM

| Schedule | | | | | | | |
|----------|-------|----------|---------------------------------------|--------------------------------|-----------------|-------------------|---------|
| Symbol | Label | Quantity | Manufacturer | Description | Lumens Per Lamp | Light Loss Factor | Wattage |
| □ | W1 | 7 | LEDISION LIGHTING TECHNOLOGY CO., LTD | LS-ESBV7200WCT3A1-ABCDEF-5000K | 25595 | 1 | 204.67 |
| □ | W2 | 14 | LEDISION LIGHTING TECHNOLOGY CO., LTD | LS-ESBV7100WCT3A1-ABCDEF-5000K | 12784 | 1 | 100.99 |

| Statistics | | | | | | |
|----------------|--------|--------|--------|---------|---------|---------|
| Description | Symbol | Avg | Min | Max/Min | Avg/Min | Max |
| EAST PROP LINE | + | 0.0 fc | 0.0 fc | N/A | N/A | 0.0 fc |
| PARKING | + | 1.6 fc | 0.0 fc | N/A | N/A | 18.1 fc |



James F. Turner Engineers, LP
 Consulting Engineers
 5340 Meadow Road
 Suite 100
 Dallas, TX 75221
 Tel: 214-750-2900
 TX REGISTRATION # 13348
 JOB # 87026
 DRAWN: SVA DESIGN: SVA QC: WMG APPR: WMG

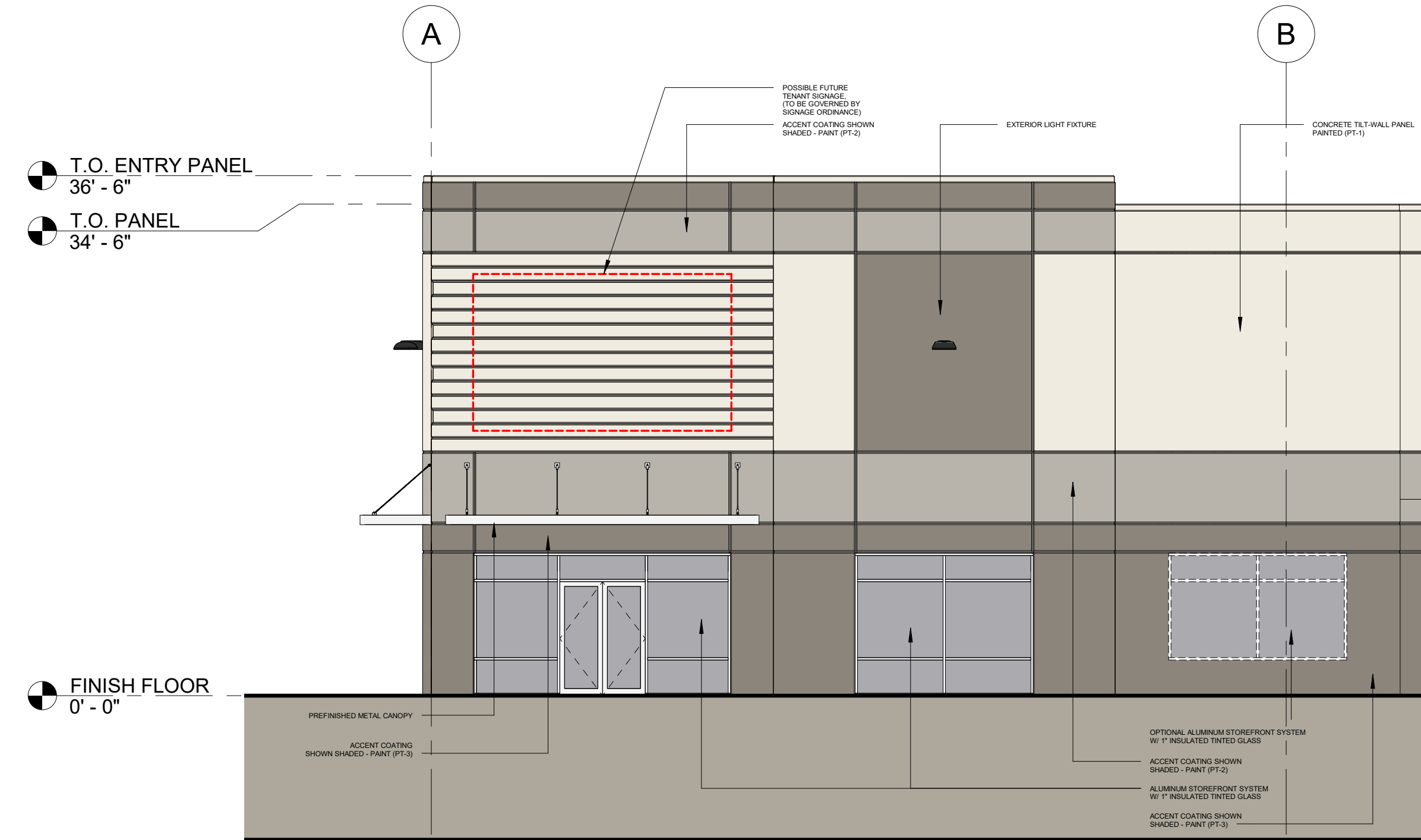
5G STUDIO COLLABORATIVE

 5G Studio Collaborative
 1217 Main Street
 Suite 500
 Dallas, TX 75202
 214-670-7050

Project Number: DIM2204
 Scale: 1" = 40'

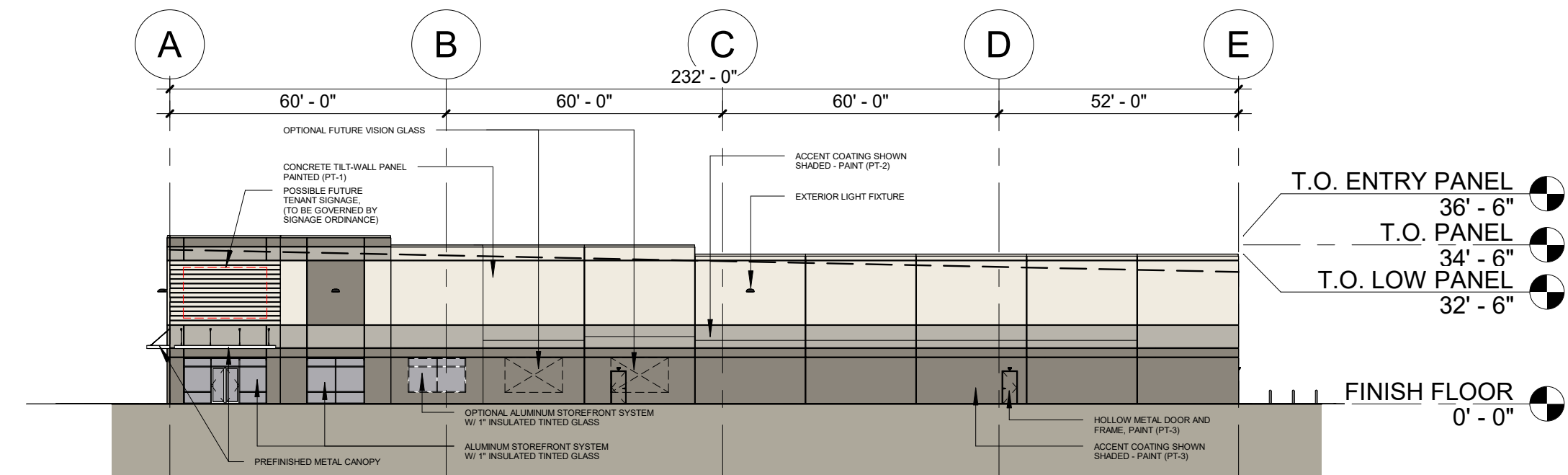
615 W. HURST BLVD. HURST, TEXAS
 103,250 SF +/- | 8.40 AC +/-
CONCEPT LIGHTING PLAN

SP-05
 CONCEPT MASTER SITE PLAN
 08/30/2022

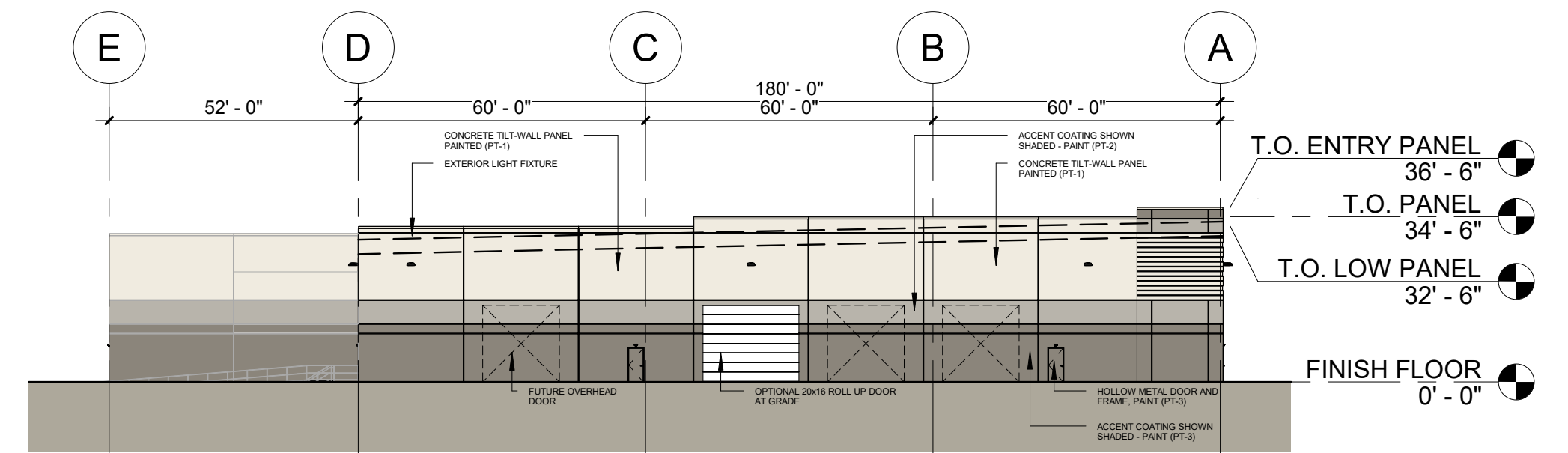
EXHIBIT E



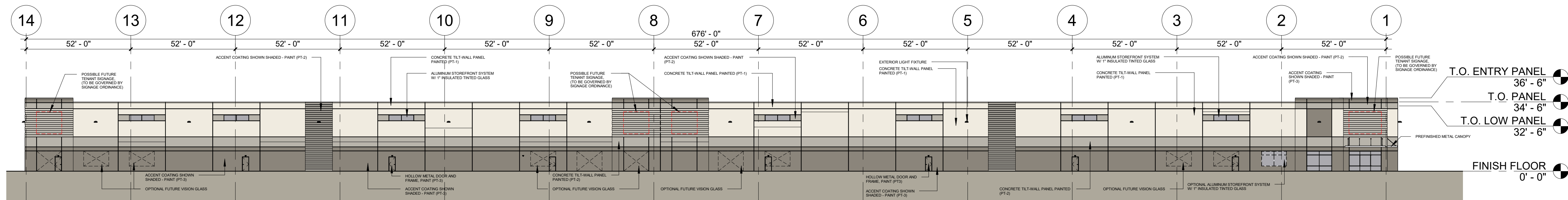
1 ENLARGED NORTH ELEVATION
1/8" = 1'-0"



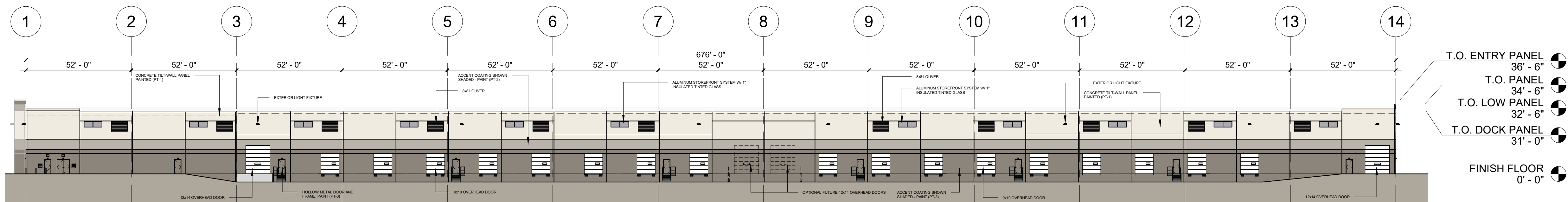
2 NORTH ELEVATION
1" = 30'-0"



3 SOUTH ELEVATION
1" = 30'-0"



4 EAST ELEVATION
1" = 30'-0"



5 WEST ELEVATION
1" = 30'-0"



ARCHITECT
5G Studio Collaborative, LLC.
1217 Main St., Suite 500
Dallas, TX 75202
Kyle McCullah

STRUCTURAL ENGINEER

CIVIL ENGINEER

| REV. | DATE | ISSUE TITLE |
|------|------|-------------|
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INCOMPLETE DOCUMENTS ARE FOR INTERIM REVIEW ONLY. NOT FOR REGULATORY APPROVAL, PERMIT OR CONSTRUCTION

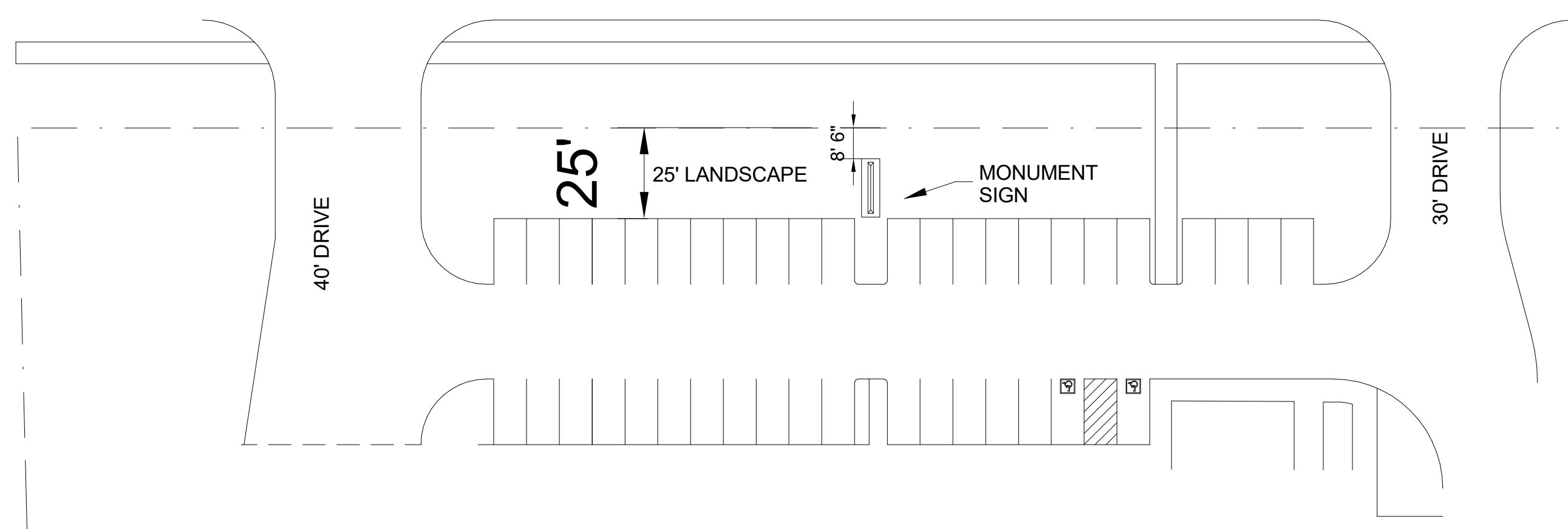
615 W. HURST BLVD.
HURST, TX
CONCEPT ELEVATIONS

PROJECT NUMBER
DIM009

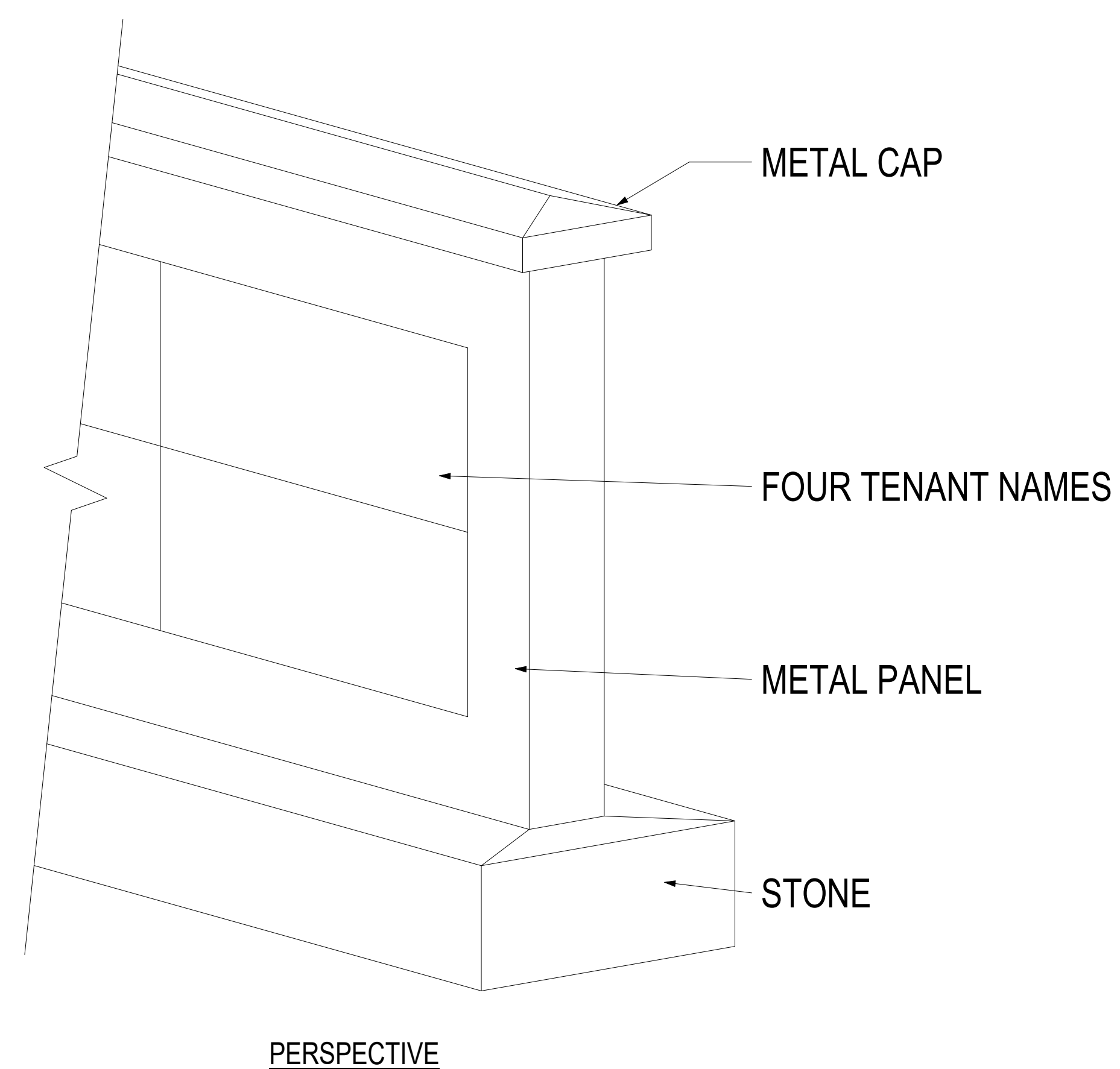
SP-02
SHEET NUMBER

CONCEPT DESIGN PACKAGE - NOVEMBER 08, 2022
SIGNAGE LOCATIONS

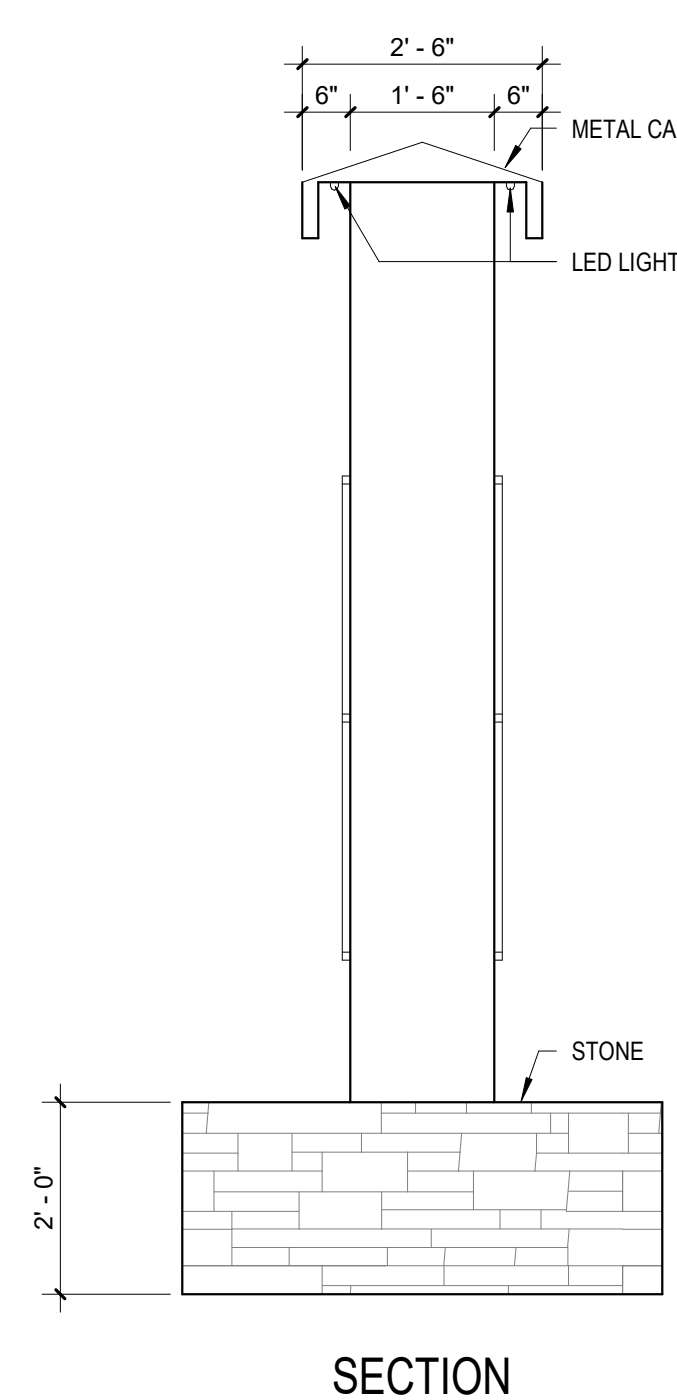
WEST HURST BOULEVARD



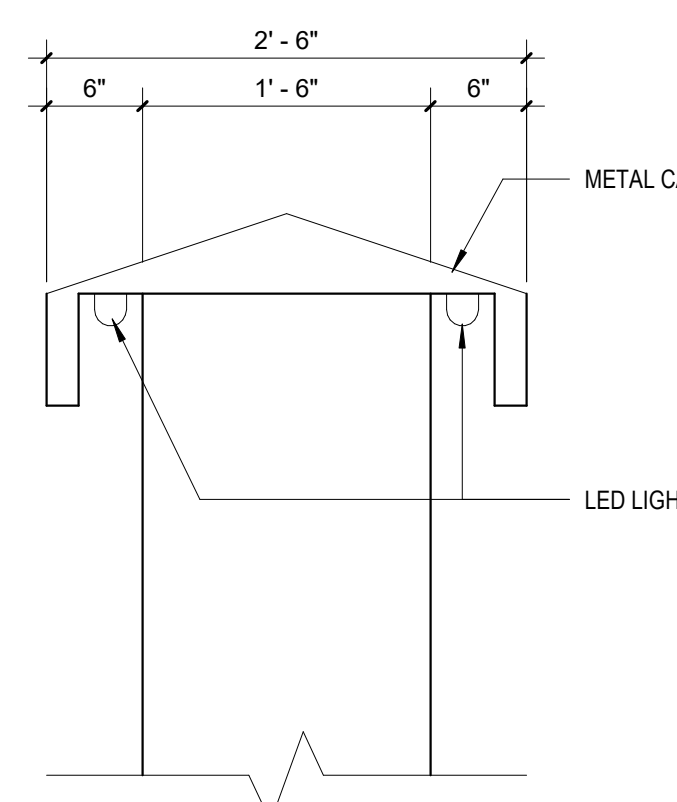
4 MONUMENT SITE PLAN
1/32" = 1'-0"



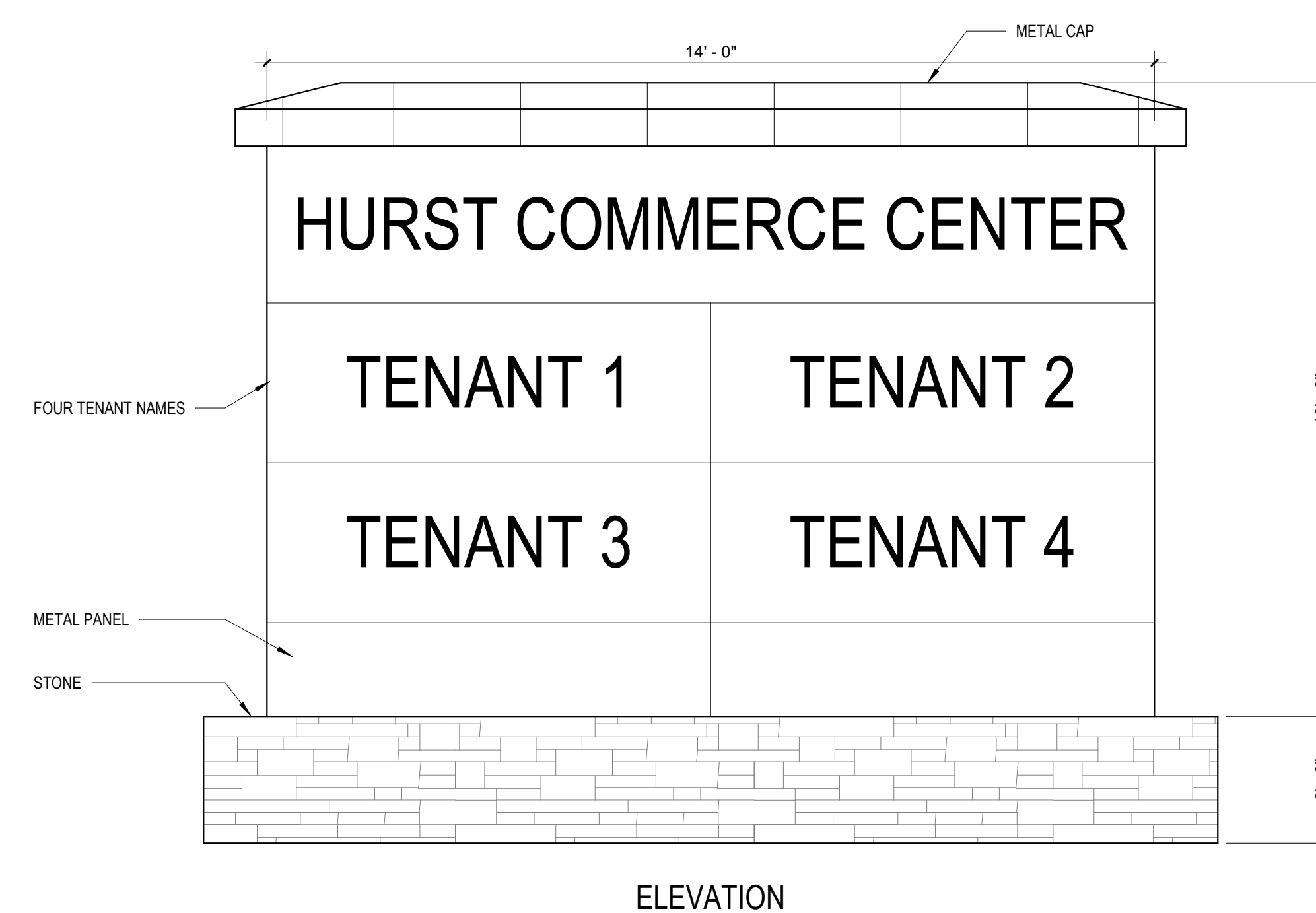
PERSPECTIVE



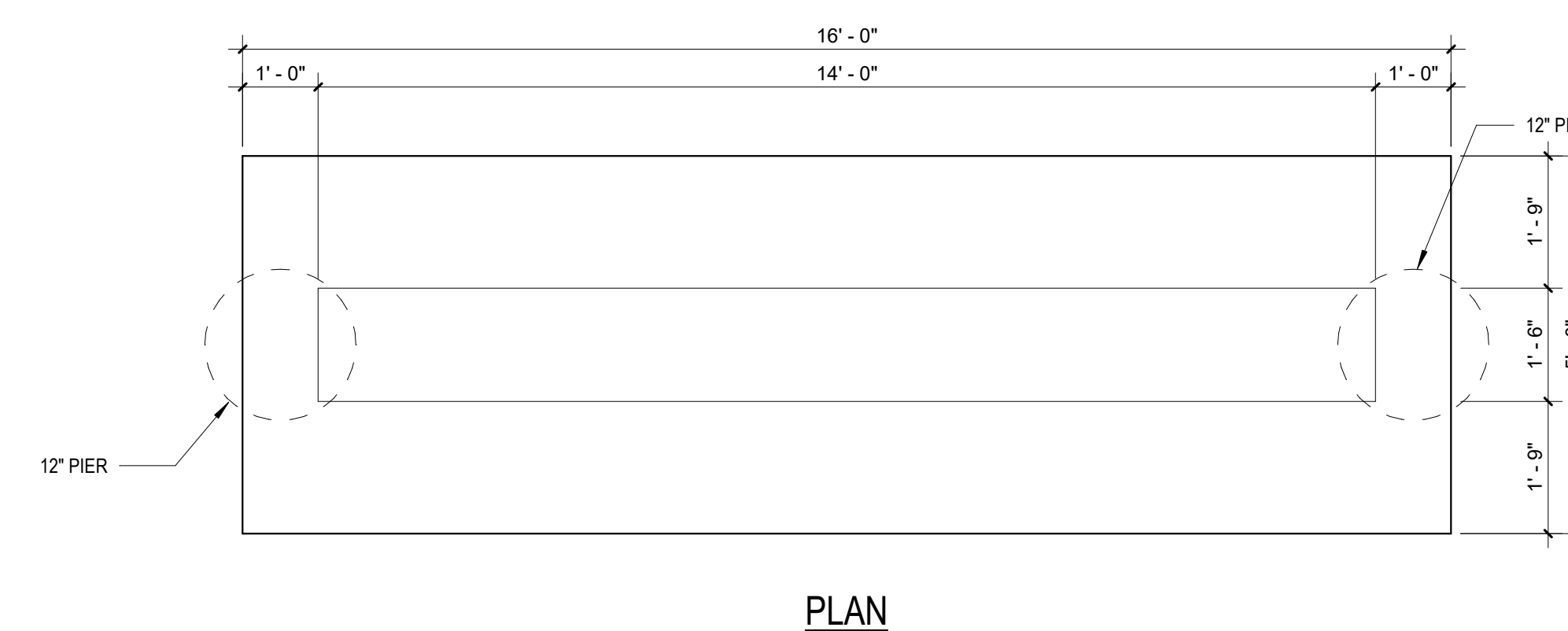
SECTION



ENLARGED SECTION



ELEVATION



PLAN

1 MONUMENT SIGN DETAILS
1/2" = 1'-0"

| REV. | DATE | ISSUE TITLE |
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INCOMPLETE DOCUMENTS ARE FOR INTERIM REVIEW ONLY. NOT FOR REGULATORY APPROVAL, PERMIT OR CONSTRUCTION

615 W. HURST BLVD.
HURST, TX
MONUMENT SIGN DETAILS

140 SF - TOTAL ALLOWABLE SIGNAGE
CONCEPT DESIGN PACKAGE - SEPTEMBER 16, 2022

DIM009 PROJECT NUMBER SP-05 SHEET NUMBER

City Council Staff Report

| | |
|---|---|
| SUBJECT: Consider authorizing the city manager to purchase thirteen (13) vehicles from approved vendors | |
| Supporting Documents: | |
| | <p>Meeting Date: 1/10/2023</p> <p>Department: Administration</p> <p>Reviewed by: Malaika Marion Famer</p> <p>City Manager Review:</p> |
| Background/Analysis: | |
| <p>The Fleet Services Division is committed to maintaining, repairing, and replacing City vehicles and equipment in a timely and cost-effective manner to prevent interruptions in City services. The Fleet Services Division follows a replacement schedule to determine vehicle and equipment depreciation and estimate service life. During the vehicle's or equipment's service life, all parts, fuel, and repairs are tracked. Each year, during the budget process, all vehicles and equipment are evaluated based on age, mileage, maintenance, and repair costs. Following this evaluation process, the necessary vehicles and equipment are budgeted to be replaced in the upcoming fiscal year. After vehicles are approved for replacement, Fleet Services staff examine them to determine if any equipment can be reused in an effort to lower costs.</p> <p>Due to supply chain issues, staff could not replace vehicles in Fiscal Year (FY) 2022 and is attempting to catch up on purchases this year. For FY 2022 and FY 2023, the following vehicles and equipment are scheduled and budgeted for replacement: seven (7) Chevrolet Tahoe PPV Police Patrol vehicles, two (2) Chevrolet Equinox for Police COP vehicles, two (2) Chevrolet C-1500 trucks for Parks and Water Departments, one (1) Chevrolet C-2500 truck for Animal Services and one (1) K-5500 with service body for Fleet Services.</p> <p>The City of Hurst is a member of several purchasing consortiums, which provide substantial cost savings for purchasing vehicles and equipment. When making purchases through these contracts, the City can purchase directly from the vendor as low bidders. The total budget for the purchase of these units is \$591,000. The remaining budgeted funds after purchase will be used to install the necessary equipment, after examinations, to determine what can be reused from the existing units. This equipment and vehicle decaling will be purchased following City standard purchasing policies and procedures.</p> | |

Funding Sources and Community Sustainability:

Funding for these units has been identified within the FY 2022 and FY 2023 Fleet Service Fund and Water Enterprise Fund.

The fleet replacement schedule is designed to be **fiscally responsible** while at the same time providing **excellent service** and addressing the City Council's Strategic Priorities for **Infrastructure and Public Safety**.

Recommendation:

It is recommended City Council **authorize the city manager to purchase thirteen (13) vehicles from approved vendors, for an amount not to exceed \$591,000.**

SUBJECT: Consider approval of the Hurst Fire Station 1 Facility Repairs Project

Supporting Documents:

Meeting Date: 1/10/2023
Department: Community Services
Reviewed by: Kyle Gordon
City Manager Review:

Background/Analysis:

Since 1981, Fire Station 1 has proudly served as a home to City's Fire and Paramedic personnel. In the early 2000s, the facility was renovated into its current configuration and began also housing the Fire administration offices. However, over this past year, staff discovered parts of the original facility that need repair and modification to keep the facility proudly serving the Hurst community well into the future.

Staff, working in conjunction with specialized engineers, approved contractors, and reputable service companies, identified that the original sewer line has multiple leaks and needs total replacement. Additionally, the foundation in the administration offices and training room has several voids under the concrete slab; this will require corrective work, comprised of a process called "mud jacking" of approximately twenty yards of grout into the void space to relevel and stabilize the foundation. And finally, structurally modifying two bay door openings to allow for the addition of two vented bay doors will significantly aid in exhausting the equipment bays efficiently and function similarly to Fire Station 2.

Staff and the engineers worked closely with Falkenberg Construction Company, Inc., to coordinate the repair program and provide pricing for the proposed work. As a result, staff received a quote in the amount of \$236,321 (including a 10% contingency) for the repairs. The City of Hurst is a Choice Partners purchasing consortium member, which provides substantial cost savings for construction services from Falkenberg Construction Company, Inc. and allows the City to utilize them directly.

The timeline for the work may span several months due to material shortages and the scheduling of services.

Funding Sources and Community Sustainability:

Funding in the amount of \$236,321 is available within the Special Projects Fund.

This project addresses the City Council's Strategic Priorities for **Infrastructure and Public Safety** by maintaining safe operations at critical City facilities.

Recommendation:

It is recommended the City Council **authorize the city manager to proceed with the Hurst Fire Station 1 Facility Repairs Project, for an amount not to exceed \$236,321, with Falkenberg Construction Company, Inc.**

City Council Staff Report

SUBJECT: Consider Resolution 1831 calling the City of Hurst May 6, 2023 General Election

Supporting Documents:

Resolution 1831

Meeting Date: 1/10/2023

Department: Legislative and Judicial Services

Reviewed by: Rita Frick

City Manager Review:

Background/Analysis:

The City utilizes the May uniform election date for the City's General Election of Officers. As part of the election process, the City Council must order the election, and historically, this is done prior to the beginning of the filing period for a place on the ballot.

The Main Early Voting location will be the Tarrant County Elections Center located at 2700 Premier Street, Fort Worth, Texas. There will be additional branch early voting locations throughout the County, as finalized in the Joint Agreement and Contract with the Tarrant County Elections Administrator.

Hurst residents may vote at any early Tarrant County polling location during the early voting by personal appearance process and on election day.

The proposed Resolution orders the election, authorizes a Joint Election Agreement and Contract for Election Services with the Tarrant County Elections Administrator, and establishes a date for a runoff election, if necessary.

Funding Sources and Community Sustainability:

Funding is provided in the Fiscal Year 2022-2023 budget. This item is representative of the **Council's vision and mission statements along with their goals and priorities.**

Recommendation:

Staff recommends the City Council **approve Resolution 1831 calling the May 6, 2023 General Election of Officers.**

RESOLUTION 1831

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HURST, TEXAS, ORDERING THE GENERAL ELECTION OF OFFICERS FOR MAY 6, 2023; AUTHORIZING A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH THE TARRANT COUNTY ELECTIONS ADMINISTRATOR; AND ESTABLISHING A DATE FOR A RUNOFF ELECTION, IF NECESSARY

WHEREAS, the regular election for the City Council of the City of Hurst as set forth by the Charter and by the Texas Election Code is required to be held on May 6, 2023, at which time the voters will elect persons to fill the offices of City Council Places 1, 2, and 6; and

WHEREAS, the City Council desires to conduct joint elections pursuant to the provisions of the Texas Election Code, and as established in a Joint Election Agreement and Contract for Election Services with the Tarrant County Elections Administrator; and

WHEREAS, the City of Hurst City Council declares it in the best interest of the health, safety, and welfare of the public to adopt this Resolution and order the May 6, 2023 General Election; and

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

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

Section 1: **THAT** unless one or more of the entities qualify under provisions of the Texas Election Code to cancel their election, the City of Hurst shall hold a joint election, per the aforesaid Joint Election Agreement and Contract for election services, on Saturday, May 6, 2023, for the purpose of electing members of the Hurst City Council.

Section 2: **THAT** an election is hereby ordered to elect persons to the offices of City Council Places 1, 2 and 6 to serve until May of 2025 or until their successors are duly elected and qualified. Such election shall be on the 6th day of May 2023, from 7:00 a.m. until 7:00 p.m. The locations of polling locations for this election are designated pursuant to the aforesaid Joint Election Agreement and Contract for election services as those precincts designated by Tarrant County.

Section 3: **THAT** qualified persons may file as candidates by filing application in the office of the City Secretary, Monday through Friday, 8:00 a.m. until 5:00 p.m. beginning on Wednesday, January 18, 2023, and continuing until 5:00 p.m. on Friday, February 17, 2023. The

names of eligible and qualified candidates for such office shall be placed on the ballot for such election by the City Secretary at the time and in the manner prescribed by law, and the charter and ordinances of the City of Hurst.

Section 4: **THAT** Heider Garcia (or his successor), Tarrant County Elections Administrator, 2700 Premier Street, Fort Worth, Texas 76111, is hereby appointed as Early Voting Clerk and may appoint additional deputy early voting clerks as necessary to properly conduct the Election.

Website: www.tarrantcounty.com
 Email: electionsinfo@tarrantcounty.com
 Telephone: 817-831-8683

Applications for ballot by mail must be received by mail no later than the close of business on Tuesday, April 25, 2023 (Mailing Address: P.O. Box 961011, Fort Worth, Texas, 76161-0011; Attention: Heider Garcia, Early Voting Clerk)

Section 5: **THAT** early voting by personal appearance shall be conducted at the County’s Main Early Voting location: 2700 Premier Street, Fort Worth, Texas 76111. Branch locations for early voting by personal appearance shall also be established as outlined in the election agreement with Tarrant County Elections Administrator. Tarrant County Elections Administration will provide a final listing of all available branch sites at a future date, and Hurst residents may vote at any early voting site in Tarrant County during the early voting by personal appearance process.

Early voting by personal appearance will begin on Monday, April 24, 2023, and will end on Tuesday, May 2, 2023, and the hours designated for early voting by personal appearance shall be as set forth below:

| | | |
|---------------|------------------|------------------------|
| April 24 - 28 | Monday - Friday | 8:00 a.m. – 5:00 p.m. |
| April 29 | Saturday | 7:00 a.m. – 7:00 p.m. |
| April 30 | Sunday | 10:00 a.m. – 4:00 p.m. |
| May 1 – 2 | Monday – Tuesday | 7:00 a.m. – 7:00 p.m. |

For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board shall be appointed and designated in accordance with the provisions of the election agreement with the Tarrant County Elections Administrator.

Section 6: **THAT** all resident qualified electors of the City shall be permitted to vote at said election, and on the day of the election, such electors may vote at any countywide polling place(s) designated by Tarrant

County. This election shall be held and conducted in accordance with the aforesaid election agreement, and the election laws of the State of Texas.

Section 7: **THAT** combined ballots may be utilized containing all of the offices and propositions to be voted on at each polling place, provided that no voter shall be given a ballot or permitted to vote for any office or proposition on which the voter is ineligible to vote. The County’s voting equipment will be utilized for this election.

Section 8: **THAT** the election officers for each polling place shall be appointed in accordance with the provisions of the election agreement for the conducting of the election on the aforesaid election date with Tarrant County, Texas.

Section 9: **THAT** the Mayor is hereby authorized to execute aforesaid election agreement for and on behalf of the City. The City Manager and the City Secretary, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of federal and state law in carrying out and conducting the election, whether or not expressly authorized herein.

Section 10: **THAT** the expenses of the joint election shall be borne as outlined in the election agreement with the Tarrant County Election Administrator.

Section 11: **THAT** any runoff election required for the election of members of the City Council of the City of Hurst, Texas, ensuing from the General Election of May 6, 2023, shall be held on Saturday, June 10, 2023, or as designated by the Joint Election Agreement and Contract and in accordance with the election code.

AND IT IS SO RESOLVED.

Passed by a vote of ___ to ___ this the 10th day of January 2023.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Henry Wilson, Mayor

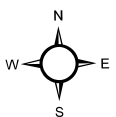
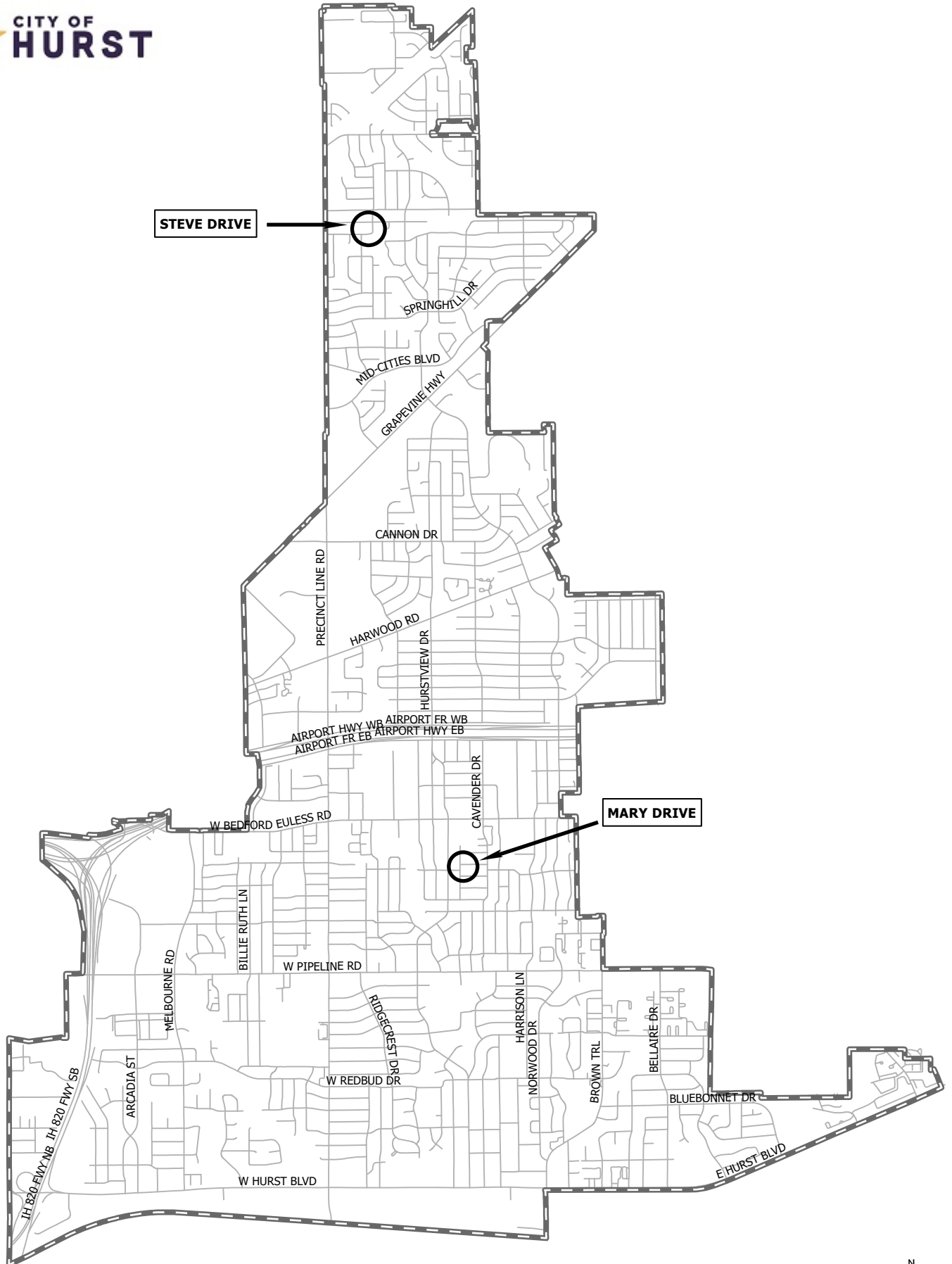
Approved as to form and legality:

City Attorney

City Council Staff Report

| | |
|---|--|
| SUBJECT: Consider authorizing the city manager to enter into an Engineering Services Contract with Birkhoff, Hendricks & Carter, LLP, for engineering services for 2023 Miscellaneous Storm Drain Extensions on Mary Drive and Steve Drive | |
| Supporting Documents: | |
| Location Map Contract Agreement | Meeting Date: 1/10/2023 Department: Public Works Reviewed by: Greg Dickens City Manager Review: |
| Background/Analysis: | |
| <p>There are two projects included in this proposed project. It involves two storm drain extensions with proposed curb inlets to pick up storm runoff prior to overloading the street capacity. One project location is on Highland Crest Drive at Steve Drive with the second project on Mary Drive at Keren Place.</p> <p>Staff is recommending a contract with Birkhoff, Hendricks & Carter, LLP (BHC), to provide engineering plans and specifications for this storm drain project. The City has previous experience working with BHC on other projects and the experiences have been good. Included in this contract will be design plans for installation of the project improvements, project specifications, cost estimates, some minor construction administration, review of contractors' bids and recommendation of award. The total cost for these services is shown in the contract as \$32,750.00.</p> | |
| Funding Sources and Community Sustainability: | |
| <p>Sufficient funds were budgeted for this project.</p> <p>This engineering services contract meets Council's priorities and goals of Infrastructure, Public Safety, and Financial Sustainability</p> | |
| Recommendation: | |
| <p>Staff recommends City Council authorize the city manager to execute the Contract with Birkhoff, Hendricks & Carter, LLP, for engineering services for 2023 Miscellaneous Storm Drain Extensions on Mary Drive and Steve Drive, for a total fee not to exceed \$32,750.00.</p> | |

2023 Miscellaneous Storm Drain Extensions



THE STATE OF TEXAS '
 '
COUNTY OF TARRANT '

ENGINEERING SERVICES CONTRACT

2023 Miscellaneous Storm Drain Extensions
on Mary Drive and Steve Drive
City of Hurst Project No. 6423-301

THIS CONTRACT, By and between the **CITY OF HURST**, a municipal corporation located in Tarrant County, Texas, hereinafter called "City", and Birkhoff, Hendricks & Carter, LLP, a corporation authorized to do business in the State of Texas, hereinafter called "Engineer", evidences the following:

WHEREAS, City desires the professional services for

Design of storm sewer expansions along Mary Drive and Steve Drive.

WHEREAS, Engineer represents that it is qualified and capable of performing the professional services proposed herein for this Project and is willing to enter into this Contract with City to perform said services;

NOW, THEREFORE, the parties in consideration of the terms and conditions contained herein agreed as follows:

Section 1. EMPLOYMENT OF THE PROFESSIONAL

Professional agrees to perform professional services in connection with the Project as set forth in the following sections of this Contract, and City agrees to pay, and Professional agrees to accept fees as set forth in the following sections as full and final compensation for all services provided under this Contract.

Section 2. CONTRACT ADMINISTRATION

This Contract shall be administered on behalf of the City by the Executive Director of Hurst Public Works or his designated representatives (hereinafter called " Director"), and on behalf of the Engineer by its duly authorized officials.

Section 3. ENGINEER'S SERVICES

The Engineer agrees to render services necessary for the development of the Project as outlined on Exhibit A.

Section 4. PAYMENT FOR SERVICES

A. Payment for services under Section 3 above will be lump sum, invoiced monthly based on percent complete.

expenses for supplies, transportation, equipment, travel, communication, subsistence and lodging away from home, and similar incidentals.

The Direct Non-Labor expenses shall be reimbursable at actual invoice cost plus 10%, except for living and travel expenses when away from the home office on business connected with the Project. All travel outside of the Dallas/Fort Worth Metropolitan Area to be made, which are reimbursable at actual invoice cost, by the Engineer in connection with the Project must first be approved in writing by the Director. The contract cost amount in Section 3 above shall include an estimate of the Direct Non-Labor expenses.

- C. Subcontractor cost shall be reimbursed at the actual invoice cost plus 10%. All expected subcontractor's cost shall be included in the contract cost amount shown in Section 3 above.
- D. Engineer shall submit itemized monthly statements for Services, Direct Non-Labor Expenses, and for Subcontractors Costs incurred. City shall make payments in the amount shown by the Engineer's monthly statements and other documentation submitted, and no interest shall ever be due on late payments.
- E. Payments for expenses, costs, and services, in **Preliminary Design**, described in Section 3 above, shall not exceed \$20,000.00.
- F. Payments for expenses, costs, and services, in **Final Design**, described in Section 3 above, shall not exceed \$6,750.00
- G. Payments for expenses, costs, and services, in **Construction Administration**, described in Section 3 above, shall not exceed \$6,000.00.
- H. Total project payments for direct non-labor expenses, Preliminary and Final Design, and Construction Administration, described in Section 3 above, shall not exceed \$32,750.00.
- I. Nothing contained in this contract shall require the City to pay for any work which is unsatisfactory as reasonably determined by the Director or which is not submitted in compliance with the terms of this Contract. City shall not be required to make any payments to the Engineer when the Engineer is in default under this Contract; nor shall this paragraph constitute a waiver of any right, at law or in equity, which City may have if the Engineer is in default, including the right to bring legal action for damages or for specific performance of this Contract, nor shall it constitute a waiver of any right, at law or in equity, which Engineer may have to bring legal action for payment when Engineer believes it was not under such default and is owed fees under the terms of this agreement.

Section 5. OWNERSHIP OF DOCUMENTS

All information and other data given to, prepared, or assembled by Engineer under this Contract, and other related items shall become the sole property of City and shall be delivered to City, without restriction on future use. Engineer may make copies of any and all

documents and items for its files. A set of mylar reproducible plans shall be filed with the City prior to final payment. Engineer shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone subsequent to the completion of the Project.

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

Section 6. SERVICES BY CITY

City shall provide the following services under this Contract:

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

Section 7. COMPLETION SCHEDULE

The services furnished by the Engineer under this Contract will be completed in accordance with the following:

| | |
|-----------------------------|-------------------|
| Notice to Proceed | December 2022 |
| Complete Field Survey | January 6, 2023 |
| Submit 60% Plans | February 17, 2023 |
| Submit 90% Plans | March 17, 2023 |
| Submit 100% Plans | April 14, 2023 |

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

Section 8. NOTICE TO PROCEED

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

Section 9. TERMINATION OF CONTRACT

City may indefinitely suspend further work hereunder or terminate this Contract or any phase of this Contract upon thirty (30) days prior written notice to the Engineer with the understanding that immediately upon the receipt of such notice all work and labor being performed under this Contract shall cease immediately. Before the end of the thirty (30) day period, Engineer shall invoice the City for all work accomplished by him prior to the receipt

of such notice. No amount shall be due for lost or anticipated profits. All plans, field surveys, and other data related to the Project shall become property of City upon termination of the Contract and shall be promptly delivered to City in a reasonably organized form without restriction on future use except as stated in Section 5. Should City subsequently contract with a new consultant for continuation of services on the Project, Engineer shall cooperate in providing information.

Section 10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

Section 11. EQUAL EMPLOYMENT OPPORTUNITY

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

Section 12. AMENDMENTS

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

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

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

Section 14. RIGHT OF REVIEW

Engineer agrees that City may review any and all of the work performed by Engineer under this Contract. City if hereby granted the right to audit at City's election, all of the Engineer's records and billings related to the performance of this contract. Engineer agrees to retain such records for a minimum of three (3) years following completion of this contract.

Section 15. CONFLICT OF INTEREST

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

Section 16. CONTRACT PERSONAL

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

Section 17. NOTICES

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

If intended for Hurst, to:

Gregory W. Dickens

Contact Person

Executive Director of Public Works

Title

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

If intended for Engineer, to:

John W. Birkhoff, P.E.

Contact Person

Managing Partner

Title

Birkhoff, Hendricks & Carter, LLP
Firm Name

11910 Greenville Avenue Suite 600
Address

Dallas, Texas 75243
City, State, Zip Code

214-361-7900
Telephone No.

Section 18. INDEPENDENT CONTRACTOR

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

Section 19. INDEMNITY

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

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

Section 20. INSURANCE

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

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

Section 21. VENUE

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

Section 22. APPLICABLE LAWS

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

Section 23. GOVERNING LAWS

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

Section 24. LEGAL CONSTRUCTION

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

Section 25. PUBLISHED MATERIAL

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

Section 26. CAPTIONS

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

Section 27. SUCCESSORS AND ASSIGNS

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

Section 28. ENTIRE AGREEMENT

This Contract (page 1 thru 8 and Exhibit A) embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract, and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Contract.

IN WITNESS WHEREOF, the parties hereby have executed this agreement in triplicate originals on this date, the ____ day of _____, 2022.

Birkhoff, Hendricks & Carter, LLP

CITY OF HURST

Firm Name



Signature

City Manager

John W. Birkhoff, P.E.

Title

Executive Director of Public Works

11910 Greenville Avenue Suite 600

APPROVED AS TO FORM:

Address

Dallas, Texas 75243

City, State, Zip Code

City Attorney

EXHIBIT A
SCOPE OF SERVICES
FOR
2023 MISCELLANEOUS STORM DRAIN EXTENSIONS
ON MARY DRIVE AND STEVE DRIVE
Hurst Project No. 6423-301

PART I. PRELIMINARY DESIGN

- 1) Complete field survey along Mary Drive from Bedford Court and Keren and along Steve Drive from Highland Crest to Highland Park.
 - a. Pick up topography within right-of-way.
 - b. Profile gutter lines.
 - c. In area near where inlets are expected, survey beyond right-of-way.
 - d. Pickup DIGTESS flagging and markings.
 - e. Pickup flow line and rim elevations of sanitary sewer manholes.
 - f. Pickup top of inlet and flowline of inlets where storm sewers are to be extended from.
- 2) Process field notes and plot topography and create profiles of gutters and centerline of street. Create cross sections as needed.
- 3) From City contour maps and storm sewer maps, create working drainage area maps.
- 4) Complete storm drainage calculations to determine gutter capacity and locate inlets accordingly.
- 5) No storm sewer calculations are included. Storm sewer pipes will be extended matching pipe size that extension will be tied to.

Mary Drive 36-inch storm sewer extension ending with capped stubout or city standard junction box.

Steve Drive 24-inch storm sewer extension.

- 6) Along Mary Drive, determine type of inlet and depth of inlet to avoid conflict with existing sanitary sewer line. Attempt to use recessed inlets if conditions allow.
- 7) Prepare plan profile of storm sewer extension.
- 8) Prepare inlet lateral as required to new inlet.
- 9) Call out pavement replacement and curb and gutter replacements.
- 10) Create cover sheets, location map and general notes.
- 11) List City of Hurst standard details to be utilized.

- 12) Submit plans for review at 60%. Submittal will be in PDF format.

PART II: FINAL PHASE

- 1) Revise 60% plans to conform to City comments.
- 2) Create phasing plan with barricades to maintain one-way traffic.
- 3) Complete quantity take-off.
- 4) Formulate Opinion of Probable Construction Cost.
- 5) Assemble bidding documents. City to provide front-end documents BHC to provide Proposal and Bid Schedule and Technical Specifications not covered by NCTCOG.
- 6) 90% and 100% Plan Submittals will be in PDF format.

PART III: CONSTRUCTION ADMINISTRATION

- 1) Provide bid tabulation, in PDF format. City to transmit electronically bid schedules from bidders.
- 2) Obtain the following information from the lowest bidder:
 - a. Past work history (references)
 - b. Physical resources to produce the project.
- 3) Formulate opinion from information received and provide, a letter of recommendation for award of the construction contract.
- 4) Assemble contract documents for execution by City and Contractor.
- 5) After award of contract, furnish ten sets of prints (11" x 17") of the final plans, specifications, and contract documents to the City for construction use by the City and Contractor.
- 6) Attend the Pre-Construction Conference.
- 7) Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor.
- 8) Provide written responses to requests for information or clarification to City or Contractor.
- 9) Prepare and process routine change orders for this project as they pertain to the original scope of work.

COMPENSATION

| | |
|----------------------------------|---------------------------|
| Preliminary Design | \$20,000.00 |
| Final Design | \$6,750.00 |
| Construction Administration..... | \$6,000.00 |
| | <u>\$32,750.00</u> |

Total Not To Exceed: \$32,750.00

City of Hurst
Storm Sewer Extension

| | Engineer | Word Processor | Technician | Survey Crew |
|-----------------------------------|-------------------|-----------------|-----------------|-----------------|
| Field Survey | | | | 20 hours |
| Cover Sheet City | 0.5 hour | | 2 hours | |
| General Notes | 1 hour | | 2 hours | |
| Drainage Area Map Drainage Cal. | 3 hours | | 8 hours | |
| Topo Plan View | 1.5 hours | | 12 hours | |
| Profiles/Sections | 1 hour | | 8 hours | |
| Contour & Locate Inlets | 1 hour | | 8 hours | |
| Pavement Call Outs | 1 hour | | 4 hours | |
| Phasing Plan | 1 hour | | 4 hours | |
| QA/QC | 3 hours | | 8 hours | |
| Quantities | 2 hours | | 6 hours | |
| City Meeting 60% and 90% (2 each) | 8 hours | | | |
| Complete City Markup | 2 hours | | 8 hours | |
| Specifications | 8 hours | | 8 hours | |
| Bid Tabulation | 0.5 hour | 2 hours | | |
| Check References by Email | 1 hour | | | |
| Recommendation Letter | 0.5 hour | | | |
| Assemble Contracts for Signature | 1 hour | 3 hours | | |
| Pre-Construction Meeting | 3 hours | | | |
| Shop Drawings | 1.5 hours | | | |
| RFI | 2 hours | | | |
| Pay Request (3) | 1 hour | 3 hours | | |
| Record Drawings | 2 hours | 2 hours | 4 hours | |
| TOTAL HOURS | 45.5 hours | 10 hours | 82 hours | 20 hours |

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into a Professional Services Contract with Halff Associates, Inc., for a Preliminary Bank Stabilization Study of Locations on Walker Branch, Lorean Branch, and Sulphur Branch

| | |
|--|---|
| Supporting Documents: | |
| Location Maps Engineering Services Contract | <p>Meeting Date: 1/10/2023</p> <p>Department: Public Works</p> <p>Reviewed by: Greg Dickens</p> <p>City Manager Review:</p> |

Background/Analysis:

Significant erosion has taken place in the City’s earthen channels over the past 10-20 years. One location of concern is the section of stream immediately downstream of the concrete pilot channel on Walker Branch (adjacent to the back of homes on Billy Creek Circle). Another location is on Lorean Branch just upstream of Cannon Drive beside Fire Station 1. The erosion is threatening to undermine the driveway into the fire station. The last location to be looked at, as part of this study, is on Sulphur Branch in Rickel Park where the stream makes almost a 90-degree bend. The erosion here is working its way toward the existing park sidewalk on the east side of the channel. All of these locations have extensive erosion. The study will investigate the cause and provide preliminary design options (not detail design) for the mitigation of these eroded locations. Based on this preliminary study and the Council’s instructions, staff will bring back a proposed Engineering Service Agreement for final design of the bank stabilization improvements at these three locations.

Funding Sources and Community Sustainability:

Sufficient funds are available in the Storm Drainage Management Fund. This contract supports Council’s Strategic Priorities of ***Positive Environment and Infrastructure.***

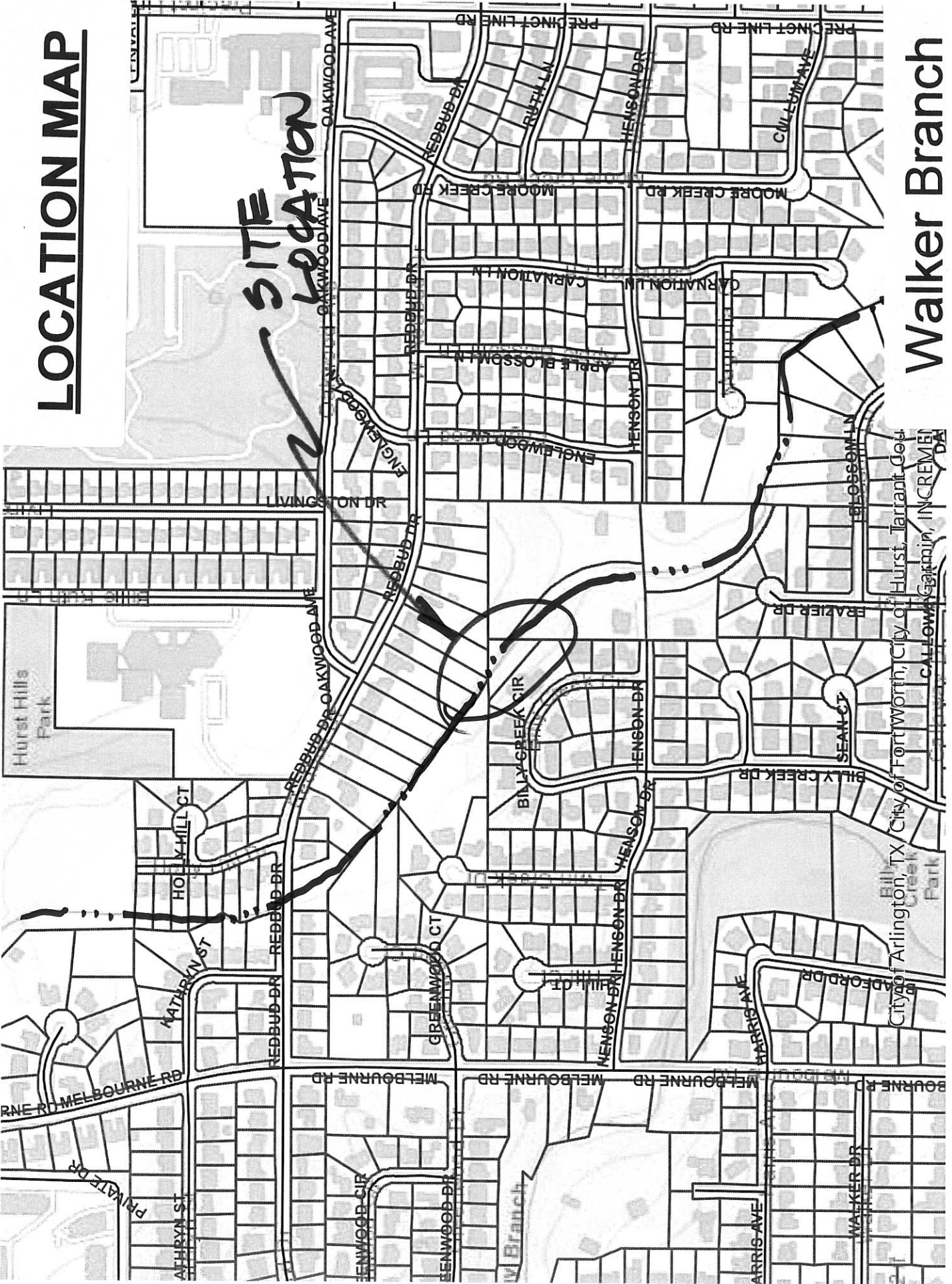
Recommendation:

City staff recommends City Council **authorize the city manager to enter into a Professional Services Contract with Halff Associates, Inc. for a Preliminary Bank Stabilization Study of Locations on Walker Branch, Lorean Branch, and Sulphur Branch, in an amount not to exceed \$22,175.00.**

LOCATION MAP

SITE LOCATION

Walker Branch

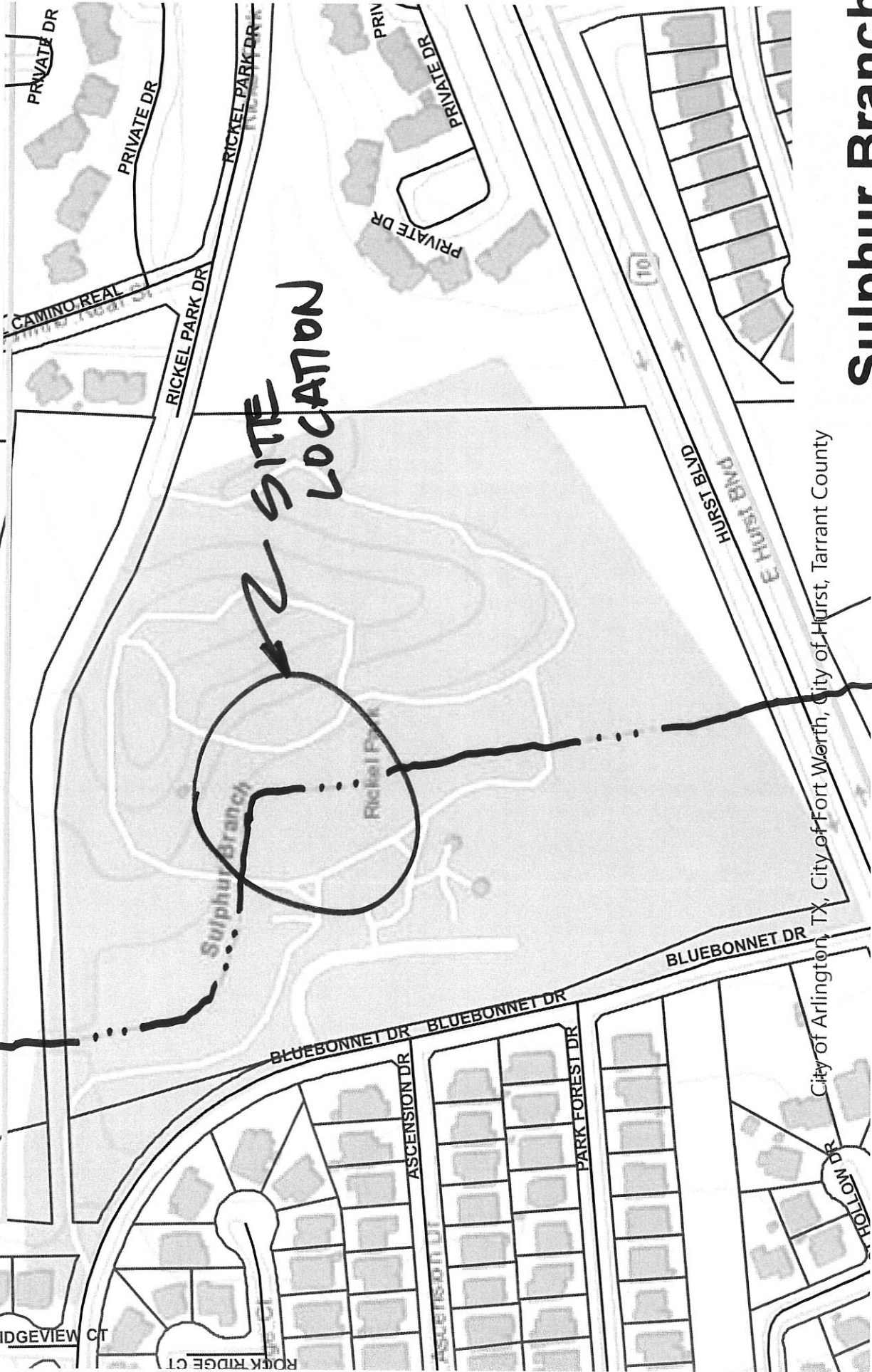


LOCATION MAP



Lorean Branch

LOCATION MAP



Sulphur Branch

City of Arlington, TX, City of Fort Worth, City of Hurst, Tarrant County

THE STATE OF TEXAS :
:
COUNTY OF TARRANT :

PROFESSIONAL SERVICES CONTRACT

Preliminary Bank Stabilization Study for Locations on Walker Branch, Lorean Branch, and Sulphur Branch, City of Hurst Project No. 6423-302

THIS CONTRACT, By and between the **CITY OF HURST**, a municipal corporation located in Tarrant County, Texas, hereinafter called "City", and Half Associates, Inc, a professional, hereinafter called "Professional", evidences the following:

WHEREAS, City desires the professional services for:

Development of an erosion capital improvement project plan along select reaches of Sulphur Branch, Walker Branch, and Lorean Branch based on a field inventory of the existing erosion and potential engineering design alternatives to address riverine erosion.

WHEREAS, Professional represents that it is qualified and capable of performing the professional services proposed herein and is willing to enter into this Contract with City to perform said services;

NOW, THEREFORE, the parties in consideration of the terms and conditions contained herein agreed as follows:

1. EMPLOYMENT OF THE PROFESSIONAL

Professional agrees to perform professional services as set forth in the following sections of this Contract, and City agrees to pay, and Professional agrees to accept fees as set forth in the following sections as full and final compensation for all services provided under this Contract.

2. CONTRACT ADMINISTRATION

This Contract shall be administered on behalf of the City by the Executive Director of Public Works or his designated representatives (hereinafter called "Director"), and on behalf of the Professional by its duly authorized officials.

3. PROFESSIONAL'S SERVICES

The Professional agrees to render services necessary for the development of the Project as outlined on Exhibit A and B.

4. PAYMENT FOR SERVICES

A. Payment for services under Section 3 above will be lump sum, invoiced monthly based on percent complete.

- B. Total payments for direct non-labor expenses, costs, and professional services, described in Section 3 above, shall not exceed \$ 22,175.00
- C. Nothing contained in this article shall require City to pay for any work which is unsatisfactory as reasonably determined by the Director or which is not submitted in compliance with the terms of this Contract. City shall not be required to make any payments to the Professional when the Professional is in default under this Contract; nor shall this paragraph constitute a waiver of any right, at law or in equity, which City may have if the Professional is in default, including the right to bring legal action for damages or for specific performance of this Contract.

5. OWNERSHIP OF DOCUMENTS

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

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

6. SERVICES BY CITY

City shall provide the following services under this Contract:

- A. Provide available criteria and information to the Professional as City's requirements for each assignment related to the Contract.
- B. Provide all available City of Hurst drawings, maps, and notes relating to existing public facilities within the scope of each Contract assignment.
- C. Provide all subdivision ordinance material and related booklets/studies necessary for the proper review of proposed water, sanitary sewer, storm drainage, and paving facilities.

7. COMPLETION SCHEDULE

The completion schedule will be in accordance with the information shown in Exhibit C.

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

8. NOTICE TO PROCEED

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

9. TERMINATION OF CONTRACT

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

10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by City shall not constitute nor be deemed a release of the responsibility and liability of the Professional, its employees, associates, agents, and consultants for the accuracy and competency of their work.

11. EQUAL EMPLOYMENT OPPORTUNITY

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

12. AMENDMENTS

This Contract may be amended or supplemented in any particular only by written instrument and only as approved by resolution of City Council or the City Manager, except for

termination under Section 9, Termination of Contract, which may be accomplished by the Director or his designated representative as identified in Section 9, Termination of Contract.

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

The Professional shall comply with applicable Federal and State Laws, the Charter and Ordinances of the City, and with applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies existing and published before date of this Contract.

14. RIGHT OF REVIEW

Professional agrees that City may review any and all of the work performed by Professional under this Contract. City is hereby granted the right to audit at City's election, all of the Professional's records and billings related to the performance of this contract. Professional agrees to retain such records for a minimum of three (3) years following completion of this contract.

15. CONFLICT OF INTEREST

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

16. CONTRACT PERSONAL

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

17. NOTICES

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

If intended for City, to:

If intended for Professional, to:

Gregory W. Dickens
Contact Person

Levi Hein
Contact Person

Exec. Director of Public Works
Title

Technical Leader in Water Resources
Title

City of Hurst
1505 Precinct Line Road
Hurst, Texas 76054
(817) 788-7075

Half Associates, Inc
Firm Name

4000 Fossil Creek Boulevard
Address

Fort Worth, Texas 76137
City, State, Zip Code

817-847-1422
Telephone No.

18. INDEPENDENT CONTRACTOR

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

19. INDEMNITY

Professional agrees to indemnify, and hold City harmless against claims for damages, reasonable costs, and expenses in proportion to Professional’s liability of persons or property to the extent arising out of the negligent act, error or omission of Professional, or any agent, or employee of Professional in the execution or performance of this Contract, without regard to whether such persons are under the direction of City agents or employees.

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

20. INSURANCE

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

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

21. VENUE

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

22. APPLICABLE LAWS

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

23. GOVERNING LAWS

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

24. LEGAL CONSTRUCTION

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

25. PUBLISHED MATERIAL

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

26. CAPTIONS

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

27. SUCCESSORS AND ASSIGNS

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

28. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereby have executed this agreement in triplicate originals on this date, the 21st day of DECEMBER, 2022.

Half Associates, Inc.

Firm Name


Signature

Technical Leader in Water Resources

Title

4000 Fossil Creek Boulevard

Address

Fort Worth, Texas 76137

City, State, Zip Code

CITY OF HURST

City Manager

Executive Director of Public Works

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
CITY OF HURST
PRELIMINARY BANK STABILIZATION STUDY FOR LOCATIONS ON
WALKER BRANCH, LOREAN BRANCH, AND SULPHUR BRANCH
SCOPE OF SERVICES

Project Introduction

The City of Hurst has expressed a desire to develop an erosion capital improvement project plan along select reaches of Sulphur Branch, Walker Branch, and Lorean Branch as seen in Exhibit 1-A, 1-B, and 1-C, respectively. Halff will conduct a channel inventory of the existing erosion and develop potential alternatives to address erosion. This evaluation of alternatives will include recommended design development task summary, regulatory/permitting issues, approximate design/implementation cost, and benefit to the City of Hurst and property owners along the study streams.

The Consultant will perform the following:

- A. Field identification of erosion for public and private infrastructure.
- B. Formulation and evaluation of alternatives to stabilize erosion sites.
- C. Preparation and prioritization of a comprehensive erosion capital improvement project list with estimates of probable cost.
- D. Preparation of summary report.

1.0 Erosion Inventory and Stream Bank Alternative Analysis

Halff will conduct a channel inventory for the identified streams (up to 1.5 miles).

- a. Channel Field Investigation
 - 1) Conduct field reconnaissance to walk streams along study reaches and identify, map, and photograph the following: existing and potential erosion sites; existing structures; confluences with smaller tributaries; utility crossings; storm drain outfalls; existing channel erosion.
 - 2) Identify erosion locations including stream degradation, channel instability and other erosion related concerns.
- b. Documentation
 - 1) Compile field and desktop investigation information.
 - 2) Rank severity of the erosion sites.
 - 3) Prepare Base Map
 - (a) Map erosion sites.
 - (b) Overlay existing floodplain information.
 - (c) Meet with City to discuss preliminary results

c. Stream Bank Stability Alternatives Analysis

- 1) Formulate potential alternatives to help stabilize stream banks including:
 - Channel Armor/Slope Protection
 - Drop Structures/Check Dams/Rock Chutes
 - Channel modifications
 - Buyouts/Relocations
 - Soil Bioengineering Solutions
- 2) Prepare preliminary quantities and estimates of probable cost to implement stream bank stability improvements. Improvements are conceptual in nature and do not include detailed design, bid documents, field utility locations, or design level surveys.
- 3) Develop evaluation criteria and prioritize recommended improvements.

DELIVERABLES

- *Erosion CIP list*
- *Estimates of probable cost and prioritized list of improvements*
- *One-page project summary sheets*

EXHIBIT B
CITY OF HURST
PRELIMINARY BANK STABILIZATION STUDY FOR LOCATIONS ON
WALKER BRANCH, LOREAN BRANCH, AND SULPHUR BRANCH
COMPENSATION

This Exhibit "B" further defines the basis of compensation to the Consultant for the services rendered.

- I.** Basic Fee Services – The basic fee for the services as described in Exhibit "A" will be \$22,175.00 which includes printing, direct costs and computer charges normally associated with production of these services.

The basis of compensation for Basic Fee services shall be as follows:

1. \$22,175.00 for Erosion Inventory and Stream Bank Alternative Analysis

Items (1) will be billed lump sum monthly based on percent completion of the project and may include partial payments of the total amounts designated for each of the items.

The total maximum fee for all services is \$22,175.00.

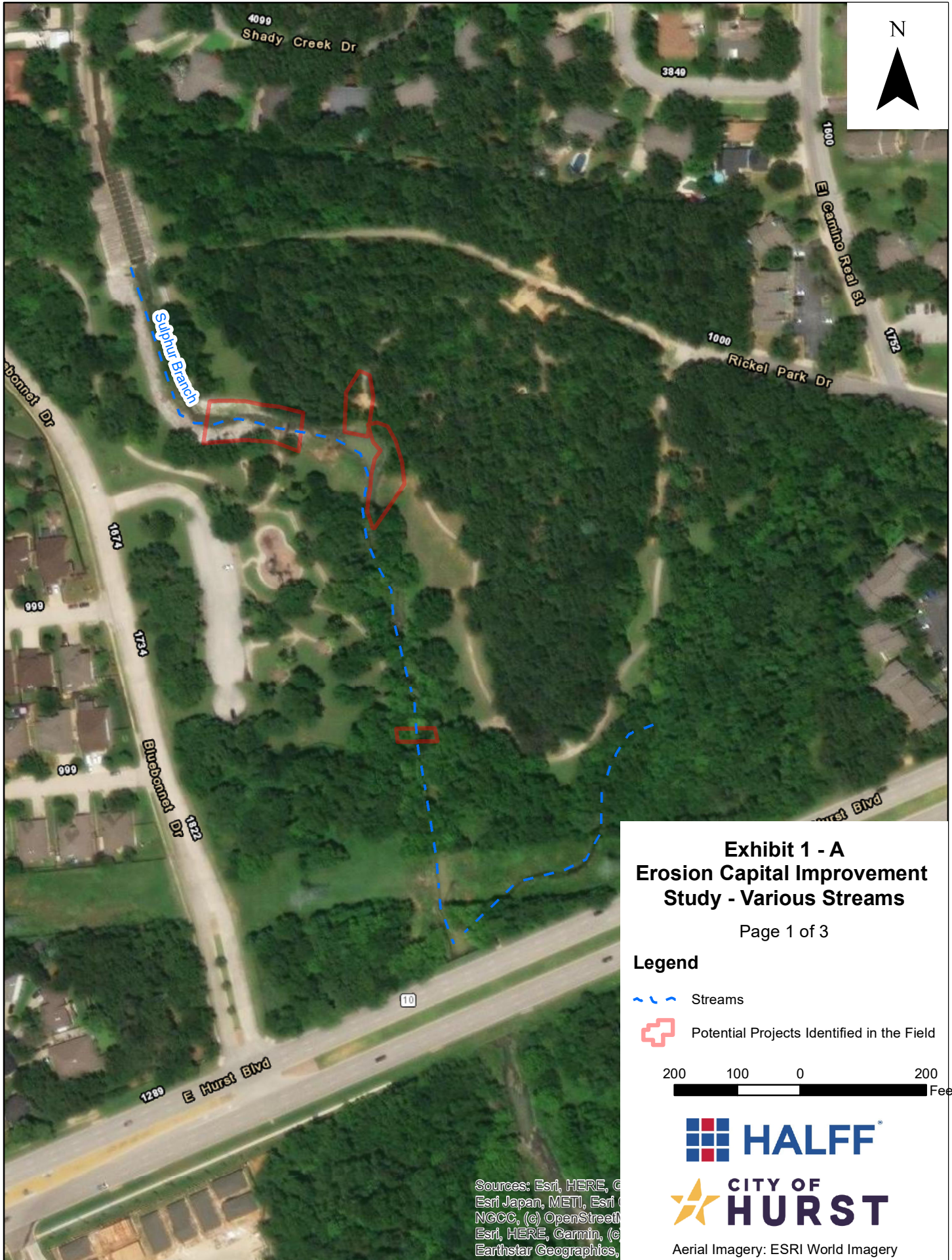
EXHIBIT C

CITY OF HURST

PRELIMINARY BANK STABILIZATION STUDY FOR LOCATIONS ON WALKER BRANCH, LOREAN BRANCH, AND SULPHUR BRANCH TIME OF COMPLETION

The Consultant agrees to perform its services in accordance with the schedule below, to the extent over which the Consultant has control. The City agrees to review plans and other submittals and to arrange meetings in a timely manner.



- I. Commencement of Work — The Consultant agrees to commence work in accordance with the Agreement within ten (10) working days following receipt of a written authorization.
- II. Time Line — The period of performance for service contained in Exhibit "A" is four (4) months from notice to proceed.
 1. A detailed schedule of performance for individual task contained in Exhibit "A" will be determined at notice to proceed and submitted for approval at Project kickoff meeting with City staff.

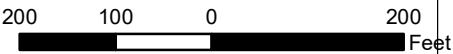


**Exhibit 1 - A
Erosion Capital Improvement
Study - Various Streams**

Page 1 of 3

Legend

-  Streams
-  Potential Projects Identified in the Field



Aerial Imagery: ESRI World Imagery


Sources: Esri, HERE, ©
Esri Japan, METI, Esri ©
NGCC, (c) OpenStreetMap
Esri, HERE, Garmin, ©
Earthstar Geographics,

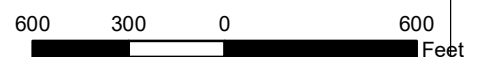


Exhibit 1 - B
Erosion Capital Improvement
Study - Various Streams

Page 2 of 3

Legend

-  Streams
-  Potential Projects Identified in the Field



Aerial Imagery: ESRI World Imagery

Sources: Esri, HERE, C
 Esri Japan, METI, Esri
 NGCC, (c) OpenStreet
 Esri, HERE, Garmin, (c)
 Earthstar Geographics,

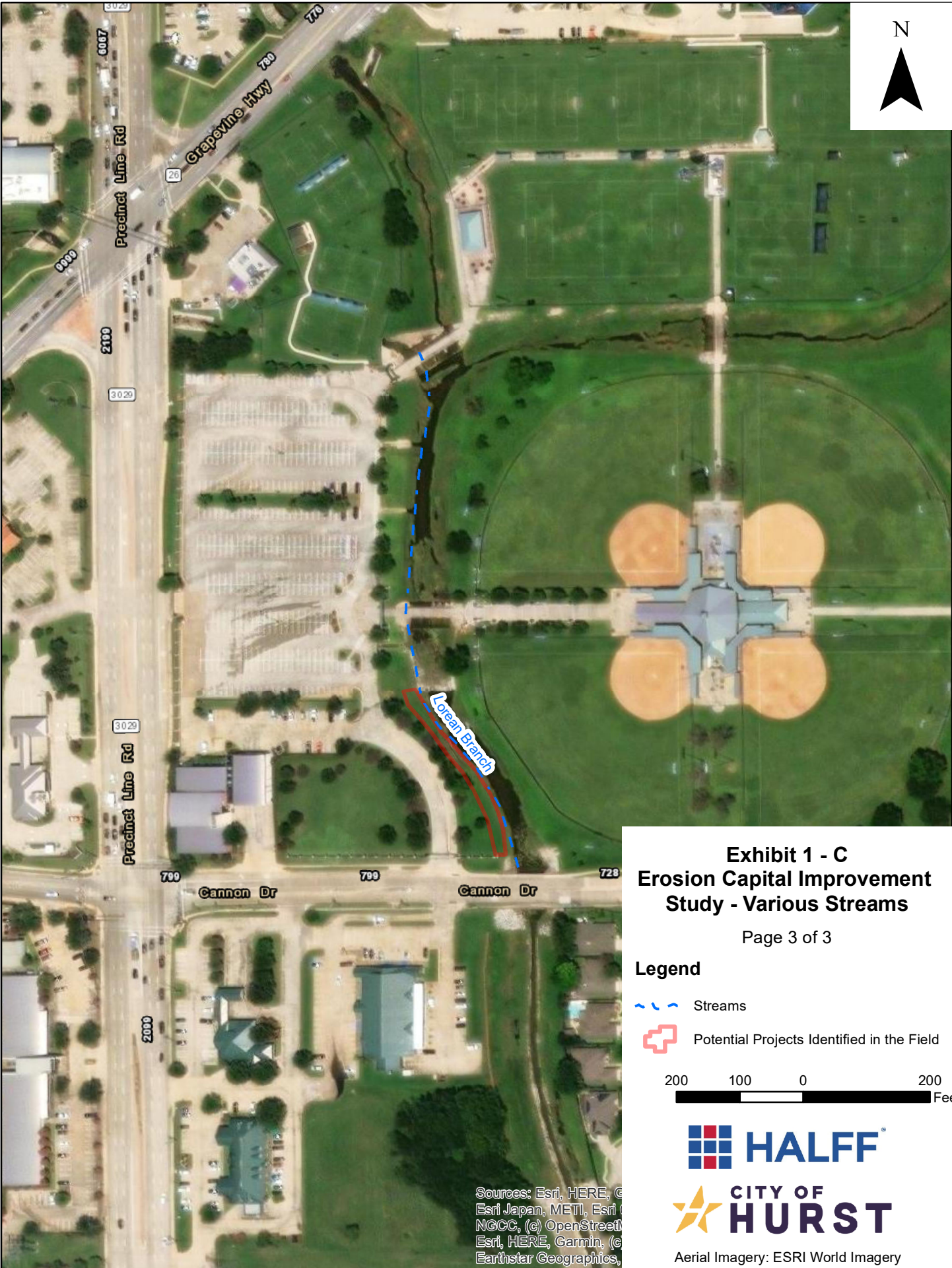


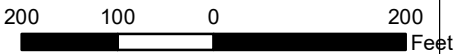


Exhibit 1 - C
Erosion Capital Improvement
Study - Various Streams

Page 3 of 3

Legend

-  Streams
-  Potential Projects Identified in the Field



Aerial Imagery: ESRI World Imagery

Sources: Esri, HERE, ©
 Esri Japan, METI, Esri
 NGCC, © OpenStreet
 Esri, HERE, Garmin, ©
 Earthstar Geographics,

Future Events Calendar

January 10, 2023

Regular City Council meetings are held on the second and fourth Tuesday of each month. Following are additional meetings, canceled meetings and public event dates.

| <u>DATE AND TIME</u> | <u>ACTIVITY</u> |
|--|--|
| Monday, January 16, 2023 | City Offices closed in observance of the Martin Luther King, Jr. Day |
| Thursday, February 23, 2023 6:00 p.m. – 8:00 p.m. | Town Hall Forum, Hurst Conference Center |