

**WORK SESSION AGENDA OF THE CITY COUNCIL OF  
HURST, TEXAS  
CITY HALL, 1505 PRECINCT LINE ROAD  
FIRST FLOOR CONFERENCE ROOM  
TUESDAY, FEBRUARY 13, 2024 – 5:30 P.M.**

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**I. Call to Order**

**II. Informational Items**

- **Update and discussion of upcoming Calendar Items**

**III. Update and discussion of Regular Agenda Items**

**IV. Discussion of Agenda Item(s) 2**

Consider authorizing the city manager to purchase a pool vehicle from an approved vendor

**V. Discussion of Agenda Item(s) 3**

Consider P-2023-00008 Olde Towne Square Addition, a replat of Lot 7 to 7A, Block 1 Olde Towne Square Addition, being 1.062 acres located at 701 Airport Freeway

**VI. Discussion of Agenda Item(s) 4**

Consider Ordinance 2559, first reading, amending Chapter 24 by adding a sentence to Section 24-127; prohibiting parking in a certain area on Redbud Drive near Brown Trail

**Discussion of Agenda Item(s) 5**

Consider Ordinance 2560, first reading, amending the City of Hurst Code of Ordinances by adding a new Division 7 to Chapter 5 Building Regulations, regulating fencing and screening wall requirements

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

Consider authorizing the city manager to enter into an interlocal agreement with Tarrant County for the 2024 Street Overlay Program

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

Consider authorizing the city manager to enter into an Engineering Services Contract with Burgess & Niple, Inc. for Precinct Line Road water main adjustments at Harwood Road and Cannon Drive

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

Consider authorizing the city manager to proceed with City Hall security and access enhancements project

**X. Discussion of Agenda Item(s) 9**

Consider authorizing the city manager to purchase new playground equipment for Rickel Park

**XI. Discussion of Agenda Item(s) 10**

Consider authorizing the city manager to enter into an agreement with Dunaway Associates, LLC, to develop a Central Park Master Plan

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

Consider authorizing the city manager to enter into a Project Development Agreement through the Energy Savings Performance Contract process with Ameresco to evaluate automatic metering infrastructure

**XIII. ADJOURNMENT**

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

This the 9<sup>th</sup> day of February 2024, 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, FEBRUARY 13, 2024**

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**AGENDA:**

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

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

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**CALL TO ORDER**

**INVOCATION (Councilmember Cathy Brotherton)**

**PLEDGE OF ALLEGIANCE**

**CONSENT AGENDA**

1. Consider approval of the minutes for the January 23 and 30, 2024 City Council meetings
2. Consider authorizing the city manager to purchase a pool vehicle from an approved vendor

**PLAT(S)**

3. Consider P-2023-00008 Olde Towne Square Addition, a replat of Lot 7 to 7A, Block 1 Olde Towne Square Addition, being 1.062 acres located at 701 Airport Freeway

**ORDINANCE(S)**

4. Consider Ordinance 2559, first reading, amending Chapter 24 by adding a sentence to Section 24-127; prohibiting parking in a certain area on Redbud Drive near Brown Trail
5. Consider Ordinance 2560, first reading, amending the City of Hurst Code of Ordinances by adding a new Division 7 to Chapter 5 Building Regulations, regulating fencing and screening wall requirements

**OTHER BUSINESS**

6. Consider authorizing the city manager to enter into an interlocal agreement with Tarrant County for the 2024 Street Overlay Program
7. Consider authorizing the city manager to enter into an Engineering Services Contract

- with Burgess & Niple, Inc. for Precinct Line Road water main adjustments at Harwood Road and Cannon Drive
8. Consider authorizing the city manager to proceed with City Hall security and access enhancements project
  9. Consider authorizing the city manager to purchase new playground equipment for Rickel Park
  10. Consider authorizing the city manager to enter into an agreement with Dunaway Associates, LLC, to develop a Central Park Master Plan
  11. Consider authorizing the city manager to enter in to a Project Development Agreement through the Energy Savings Performance Contract process with Ameresco to evaluate automatic metering infrastructure
  12. Board, Commission and Committee Minutes
    - Library Board
    - Park and Recreation Board
    - Hurst Community Arts & Historic Landmark Preservation Committee
  13. Review of upcoming calendar items
  14. 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 9<sup>th</sup> day of February 2024, by 5:00 p.m., in accordance with Chapter 551, Texas Government Code.

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

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

**Minutes  
Hurst City Council  
Work Session  
Tuesday, January 23, 2024**

On the 23<sup>rd</sup> day of January 2024, at 5:32 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
Gary N. Waldron	)	Mayor Pro Tem
Cathy Brotherton	)	Councilmembers
Cindy Shepard	)	
Jon McKenzie	)	
John Miller	)	
Jimmy Meeks	)	
Clay Caruthers	)	City Manager
Matthew Boyle	)	City Attorney
Clayton Fulton	)	Assistant City Manager
Rita Frick	)	City Secretary
Michelle Lazo	)	Executive Director of Planning and Development
Chris Connolly	)	Executive Director of Economic Development
Greg Dickens	)	Executive Director of Public Works
Kyle Gordon	)	Executive Director of Community Services

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

The Work Session items were discussed in the following order: Executive Session and Work Session item VIII. The remaining items were not discussed.

**I. Call to Order** – The meeting was called to order at 5:32 p.m.

Mayor Wilson recessed the meeting to Executive Session in compliance with the provisions of the Texas Open Meetings Law, authorized by Tex. Government Code Section 551.087 deliberation and conducting of economic development negotiations regarding financial information relative to prospective business expansion in the City and reconvened open session at 6:15 p.m.

**II. Informational Items**

- **Update and discussion of upcoming Calendar Items**

**III. Update and discussion of Regular Agenda Items**

**IV. Discussion of Agenda Item(s) 2**

Consider Ordinance 2557, second reading, to consider SITE-2023-00010 Quick Quack Car

Wash, a site plan for Lot 7A, Block 1 Olde Towne Square Addition, being 1.06 acres located at 701 Airport Freeway

**V. Discussion of Agenda Item(s) 3**

Consider Ordinance 2558, second reading, to consider SITE-2023-00017 Monkey Mouths Pediatric Therapy, a site plan revision for Lot 13 and 14, Block 1 Precinct Ridge Office Park Addition, being 1.49 acres located at 6156 and 6160 Bentrige Road

**VI. Discussion of Agenda Item(s) 4**

Consider authorizing the city manager to proceed with the Central and Chisholm Aquatics Centers slide maintenance and repair project

**VII. Discussion of Agenda Item(s) 5**

Consider authorizing the city manager to enter into an agreement with Dunaway Associates, LLC for demolition design services

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

Consider authorizing the city manager to increase billing rates for EMS treatment and transport and ambulance subscription rates

City Manager Clay Caruthers briefed Council on the proposed billing rates for EMS treatment and transport and ambulance subscription rates. Mr. Caruthers noted recent legislation, and the ambulance billing company prompted the City's review of current rates. He stated staff is recommending rates more in the market with area cities, to restructure the residential / non-residential rates into one rate, and amend the subscription price. Mr. Caruthers stated Fire Chief Brent Craft will provide an overview of the rates in the regular meeting.

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

Consider designating Ponderosa Drive from Precinct Line Rd east 762 feet to 732 Ponderosa Drive as the FY 2024 – 50th Year Community Development Block Grant (CDBG) Program Project

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

Consider authorizing the city manager to enter into a contract with GRod Construction, LLC, for the State Highway 26 @ TXDOT STA. 238+00 – 12" Sanitary Sewer Crossing

**EXECUTIVE SESSION in Compliance with the Provisions of the Texas Open Meetings Law, authorized by Tex. Government Code, Section 551.087, deliberation and conducting of economic development negotiations regarding financial information relative to prospective business expansion in the City and to reconvene in Open Session at the conclusion of the Executive Session**

**X. ADJOURNMENT – Mayor Wilson adjourned the work session at 6:18 p.m.**

**APPROVED** this the 13<sup>th</sup> day of February 2024.

**ATTEST:**

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

**APPROVED:**

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

**City Council Minutes**  
**Tuesday, January 23, 2024**

On the 23<sup>rd</sup> day of January 2024, 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
Gary N. Waldron	)	Mayor Pro Tem
Cathy Brotherton	)	Councilmembers
Cindy Shepard	)	
Jon McKenzie	)	
John Miller	)	
Jimmy Meeks	)	
Clay Caruthers	)	City Manager
Matthew Boyle	)	City Attorney
Clayton Fulton	)	Assistant City Manager
Rita Frick	)	City Secretary
Chris Connolly	)	Executive Director of Economic Development
Greg Dickens	)	Executive Director of Public Works
Kyle Gordon	)	Executive Director of Community Services

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 Mayor Pro Tem Gary Waldron gave the Invocation.

The Pledge of Allegiance and Texas Pledge were given.

**CONSENT AGENDA**

1. Consider approval of the minutes for the January 9, 2024 City Council meetings
2. Consider Ordinance 2557, second reading, to consider SITE-2023-00010 Quick Quack Car Wash, a site plan for Lot 7A, Block 1 Olde Towne Square Addition, being 1.06 acres located at 701 Airport Freeway
3. Consider Ordinance 2558, second reading, to consider SITE-2023-00017 Monkey Mouths Pediatric Therapy, a site plan revision for Lot 13 and 14, Block 1 Precinct Ridge Office Park Addition, being 1.49 acres located at 6156 and 6160 Bentrige Road
4. Consider authorizing the city manager to proceed with the Central and Chisholm Aquatics Centers slide maintenance and repair project



5. Consider authorizing the city manager to enter into an agreement with Dunaway Associates, LLC for demolition design services

Councilmember Waldron moved to approve the consent agenda. Motion seconded by Councilmember Shepard. Motion prevailed by the following vote:

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

No: None

### **OTHER BUSINESS**

6. Consider authorizing the city manager to increase billing rates for EMS treatment and transport and ambulance subscription rates

Fire Chief Brent Craft reviewed the proposed billing rates for EMS treatment and transport and ambulance subscription rates noting recent legislation prompted staff to review current billing practices. He stated staff reviewed surrounding area rate comparisons and the City's rates are well below other cities; that on average \$1,870 is the rate for an Advanced Life Support (ALS) bill. Chief Craft reviewed other rates for services in the City's subscription program and current rates versus proposed rates, noting the proposed subscription rate is \$75.00 per household.

Councilmember Waldron moved to authorize the city manager to increase billing rates for EMS treatment and transport and ambulance subscription rates. Motion seconded by Councilmember Miller. Motion prevailed by the following vote:

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

No: None

7. Consider designating the reconstruction of Ponderosa Drive from Precinct Line Rd east 762 feet to 732 Ponderosa Drive as the FY 2024 – 50th Year Community Development Block Grant (CDBG) Program Project

Executive Director of Public Works Greg Dickens reviewed the proposed project to reconstruct Ponderosa Drive noting the public hearing held at the last City Council meeting to seek input regarding eligible projects for the 50<sup>th</sup> Year Community Development Block Grant (CDBG) Program. Mr. Dickens noted no one from the public spoke and that the proposed project is in the eligible area. He stated the reconstruction will include the replacement of the existing asphalt pavement with reinforced concrete, noting the water distribution and sanitary sewerage systems were reconstructed in 2010 and do not need improvements. Mr. Dickens stated the estimated cost is \$515,012 and staff estimates the city will receive a CDBG grant amount of \$160,000 from Tarrant County. He reviewed costs for the city and funding will be provided in the FY 2024-2025 budget when reimbursement to Tarrant County for the project will be due.

Councilmember Brotherton moved to designate the reconstruction of Ponderosa Drive from Precinct Line Road, east 762 feet to 732 Ponderosa Drive as the FY 2024 – 50<sup>th</sup> Year Community Development Block Grant Program Project for the City of Hurst. Motion seconded by Councilmember Waldron. Motion prevailed by the following vote:

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

No: None

8. Consider authorizing the city manager to enter into a contract with GRod Construction, LLC, for the State Highway 26 @ TXDOT STA. 238+00 – 12” Sanitary Sewer Crossing

Executive Director of Public Works Greg Dickens reviewed the proposed contract noting the cast iron sewer main going underneath Highway 26 near the Tarrant County Northeast Courthouse is corroded, started clogging, and has become an issue. He explained the new installation will be parallel with the existing crossing but 10 feet to one side, that pipe bursting is not an option and the project will require trenching. Mr. Dickens stated the low bidder was GRod Construction, and the city is currently utilizing them on other projects and feel confident they can handle the work.

Councilmember Shepard moved to authorize the city manager to enter into a contract with GRod Construction, LLC for the State Highway 26 @ TXDOT STA. 238+00 – 12-inch Sanitary Sewer Crossing, in the amount of \$252,390.00 and a construction contract duration of 60 calendar days. Motion seconded by Councilmember Miller. Motion prevailed by the following vote:

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

No: None

9. Review of upcoming calendar items – City Manager Clay Caruthers reviewed the future events calendar noting the upcoming Town Hall Forum, Thursday, February 29. He also stated the annual citizens survey is open and encouraged everyone to take the survey.
10. City Council Reports - Items of Community Interest – Councilmember Meeks noted the passing of former police officer Curtis Anderson. Councilmember Miller also noted the passing of HEB ISD Board Vice President Rochelle Ross.

**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**

Mayor Wilson recognized Georgina Butcher, 109 Charlene Drive, who commended how quick the city repaired a water main break near her home. Mayor Wilson also recognized Youth in Government students in attendance this evening.

Mayor Wilson did not recess to Executive Session.

**EXECUTIVE SESSION in Compliance with the Provisions of the Texas Open Meetings Law, authorized by Tex. Government Code, Section 551.087, deliberation and conducting of economic development negotiations regarding financial information relative to prospective business expansion in the City and to reconvene in Open Session at the conclusion of the Executive Session**

11. Take any and all action necessary ensuing from Executive Session – none.

**ADJOURNMENT** – The meeting adjourned at 6:56 p.m.

**APPROVED** this the 13<sup>th</sup> day of February, 2024.

**ATTEST:**

**APPROVED:**

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Rita Frick, City Secretary

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Henry Wilson, Mayor

**Minutes  
Hurst City Council  
Special Session  
Tuesday, January 30, 2024**

On the 30<sup>th</sup> day of January 2024, at 4:30 p.m., the City Council of the City of Hurst, Texas, convened in Special Session at City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

Henry Wilson	)	Mayor
Gary N. Waldron	)	Mayor Pro Tem
Cathy Brotherton	)	Councilmembers
Cindy Shepard	)	
Jon McKenzie	)	
Jimmy Meeks	)	

Clay Caruthers	)	City Manager
Rita Frick	)	City Secretary
Malaika Marion Farmer	)	Assistant City Manager
Chris Connolly	)	Executive Director Economic Development

With the following Councilmembers absent: John Miller, constituting a quorum; at which time, the following business was transacted:

**CALL TO ORDER** - The meeting was called to order at 4:30 p.m.

1. Review of upcoming calendar items – no items were reviewed.
2. City Manager – Informational items and reports – no information items.
3. City Council Reports - Items of Community Interest – no reports were given.

**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.

Mayor Wilson recessed the meeting to Executive Session at 4:31 p.m. in compliance with the provisions of the Texas Open Meetings Law, authorized by Government Code, Section 551.072, deliberation of the purchase, exchange, lease, or value of real property (economic development/redevelopment) and reconvened Open Session at 4:45 p.m.

**EXECUTIVE SESSION** in Compliance with the Provisions of the Texas Open Meetings Law, Authorized by Government Code, Section 551.072, deliberation of the purchase, exchange, lease, or value of real property (economic development/redevelopment) and to reconvene in Open Session at the conclusion of the Executive Session to consider and take any necessary action

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

**ADJOURNMENT** – The meeting was adjourned at 4:45 p.m.

**APPROVED** this the 13<sup>th</sup> day of February 2024.

**ATTEST:**

**APPROVED:**

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

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



City Council Staff Report

<b>SUBJECT:</b> Consider authorizing the city manager to purchase a vehicle from an approved vendor	
<b>Supporting Documents:</b>	
	<b>Meeting Date:</b> 2/13/2024 <b>Department:</b> Administration <b>Reviewed by:</b> Malaika Marion Farmer <b>City Manager Review:</b>
<b>Background/Budget Analysis:</b>	
<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>A city pool vehicle is due for replacement and staff has received a quote in the amount of \$31,915 for this vehicle. Funding is available in the Fleet Services Fund.</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.</p>	
<b>Hurst Way/Strategic Priorities:</b>	
<p>The fleet replacement schedule is designed to be <b>fiscally responsible</b> while at the same time providing <b>excellent service</b> and addressing the City Council's Strategic Priorities for <b>Infrastructure</b> and <b>Public Safety</b>.</p>	

**Recommendation:**

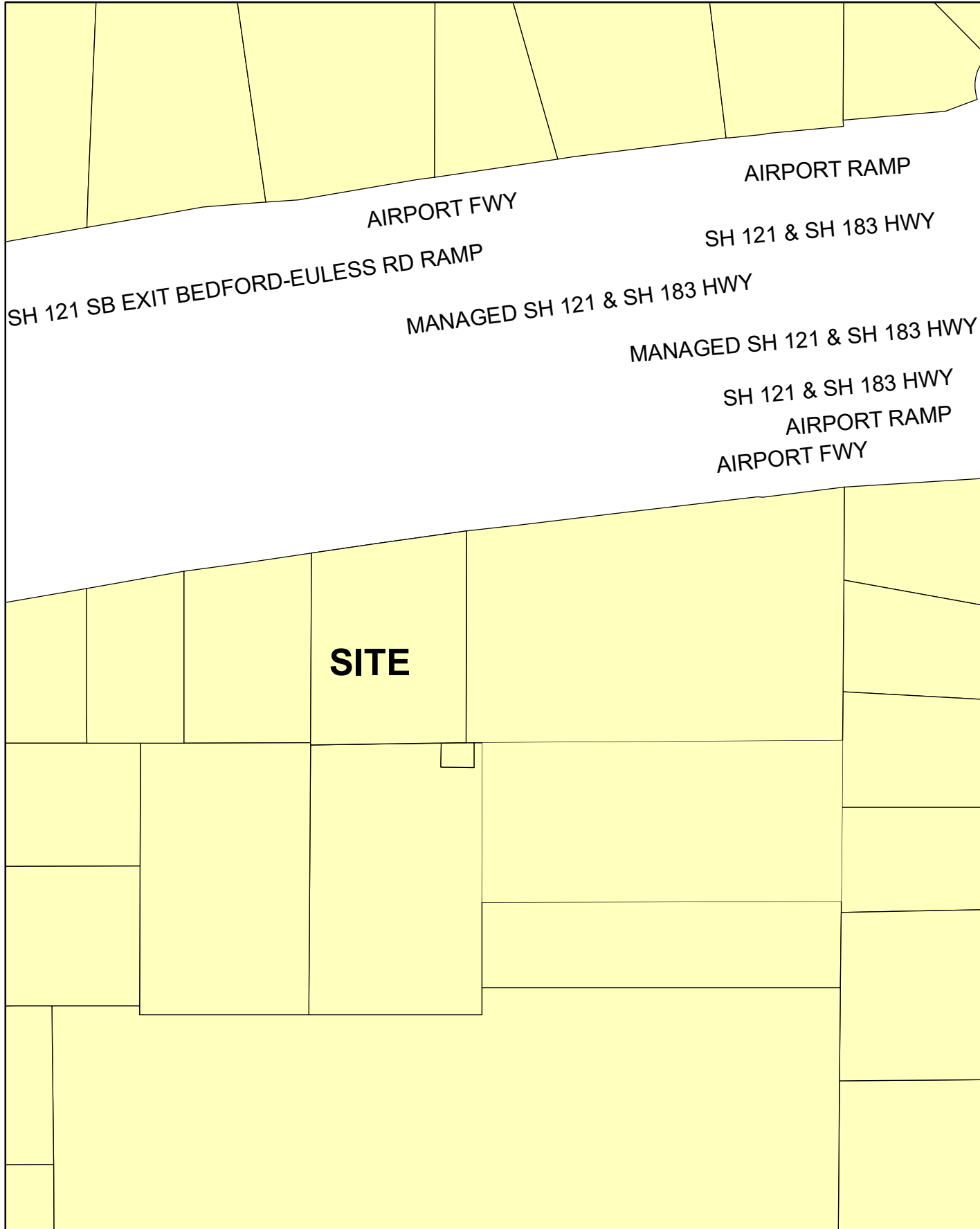
It is recommended City Council **authorize the city manager to purchase a vehicle from an approved vendor for an amount not to exceed \$31,915.**



City Council Staff Report

<b>SUBJECT:</b> Consider P-2023-00008 Olde Towne Square Addition, a replat of Lot 7 to 7A, Block 1 Olde Towne Square Addition, being 1.062 acres located at 701 Airport Freeway	
<b>Supporting Documents:</b>	
Area map Plat	<b>Meeting Date:</b> 2/13/2024 <b>Department:</b> Planning and Development <b>Reviewed by:</b> Michelle Lazo <b>City Manager Review:</b>
<b>Background/Budget Analysis:</b>	
An application has been made by Vaquero Hurst Partners, LP, for a replat of Lot 7 to 7A, Block 1 Olde Towne Square Addition, being 1.062 acres located at 701 Airport Freeway. The applicant is requesting the replat in order to construct a new Quick Quack Car Wash. Engineering plans have been reviewed and accepted. There is no fiscal impact.	
<b>Hurst Way/Strategic Priorities:</b>	
The final plat is a direct representation of the Council’s goals of <b>Redevelopment.</b>	
<b>Recommendation:</b>	
Based on the Planning and Zoning Commission’s vote of 6-0, the recommendation is City Council <b>move to approve P-2023-00008 Olde Towne Square Addition.</b>	





<p>P-2023-00008 Old Town Square</p>	<p>LEGAL DESCRIPTION: Lot 7A, Block 1 Olde Towne Square Addition</p>	<p>AGENDA DATE: 0213/2024</p>
<p>REQUESTED ACTION: Replat</p>	<p>LOCATION: 701 Airport Freeway</p>	

STATE OF TEXAS §  
COUNTY OF TARRANT §

WHEREAS, Vaquero Hurst Partners, LP, a Texas limited partnership is the owner of that certain tract being that portion of Lot 7, Block 1 of Olde Towne Square, an addition in the City of Hurst, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-126, Page 48 of the Plat Records of Tarrant County, Texas, described in the deed to said Vaquero Hurst Partners, LP, a Texas limited partnership, recorded under Instrument Number D216167116, of the Official Public Records of Tarrant County, Texas; the subject tract being more particularly described as follows:

BEGINNING at an "x" cut in concrete found at the southeast corner of said Lot 7;  
THENCE SOUTH 89 degrees 29 minutes 08 seconds WEST, with the south line of Lot 7, a distance of 189.00 feet to a Mag nail found at the southwest corner of Lot 7 (said Mag nail was found touching the side of a railroad spike), from which a found 1/2 inch capped rebar stamped "Peiser & Mankin" bears SOUTH 89 degrees 29 minutes 08 seconds WEST a distance of 207.20 feet;  
THENCE NORTH 00 degrees 00 minutes 18 seconds EAST, with the west line of Lot 7, a distance of 231.89 feet to the southwest corner of the tract described in the deed to the State of Texas recorded under Instrument Number D211260903 of the Official Public Records of Tarrant County, Texas, from which a found 5/8 inch capped rebar stamped "BURY" bears SOUTH 5 degrees WEST a distance of 0.33 feet, the south line of the said State of Texas tract being a curve concave to the south having a radius of 10,479.50 feet;  
THENCE In an easterly direction, through the interior of Lot 7 and with the south line of the said State of Texas tract, an arc length of 190.93 feet (a chord bearing of NORTH 81 degrees 50 minutes 50 seconds EAST, a chord distance of 190.92 feet) to a type III Texas Department of Transportation monument found at the southeast corner of the State of Texas tract;  
THENCE SOUTH 00 degrees 00 minutes 18 seconds WEST, with the east line of Lot 7, a distance of 257.27 feet returning to the Point of Beginning and enclosing 1.062 acres (±46,279 square feet).

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Vaquero Hurst Partners, LP, a Texas limited partnership, acting by and through its duly authorized agent, does hereby adopt this plat, designating the herein described property as *OLDE TOWNE SQUARE, LOT 7A, BLOCK 1*, an addition to the City of Hurst, Texas, and does hereby dedicate, in fee simple, to the public use forever, the public streets and alleys. The public streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees shrubs or other improvements or growths (except paving and curbing) shall be constructed or placed upon, over or across the easements as shown except that landscape improvements may be placed in landscape easements, if approved by the City of Hurst. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities shall be subordinate to the public and City of Hurst's use thereof. The City of Hurst and Public Utility Entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Hurst and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

The undersigned does covenant and agree that the access easements shown hereon may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for fire department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Hurst, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Hurst, Texas.

WITNESS, MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

WITNESS MY HAND at Tarrant County, Texas, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: Vaquero Hurst Partners, LP, a Texas limited partnership

By: Vaquero Ventures Management, LLC, a Texas limited liability company, as general partner of Vaquero Hurst Partners, LP, a Texas limited partnership

W.A. Landreth, as manager of General Partner

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned notary public, State of Texas, on this day personally appeared **W.A. Landreth**, Manager of General Partner, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that they executed the same for the purposes and considerations expressed therein.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas

SURVEYOR'S CERTIFICATE

Know all men by these presents: I, Jewel Chadd, hereby certify that I have prepared this plat from an actual on the ground survey of the land, and that the corner monuments shown hereon were properly placed under my personal supervision in accordance with the platting rules and regulations of the City of Hurst, Texas.

Jewel Chadd  
Registered Professional  
Land Surveyor No. 5754  
jewel@jphls.com

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

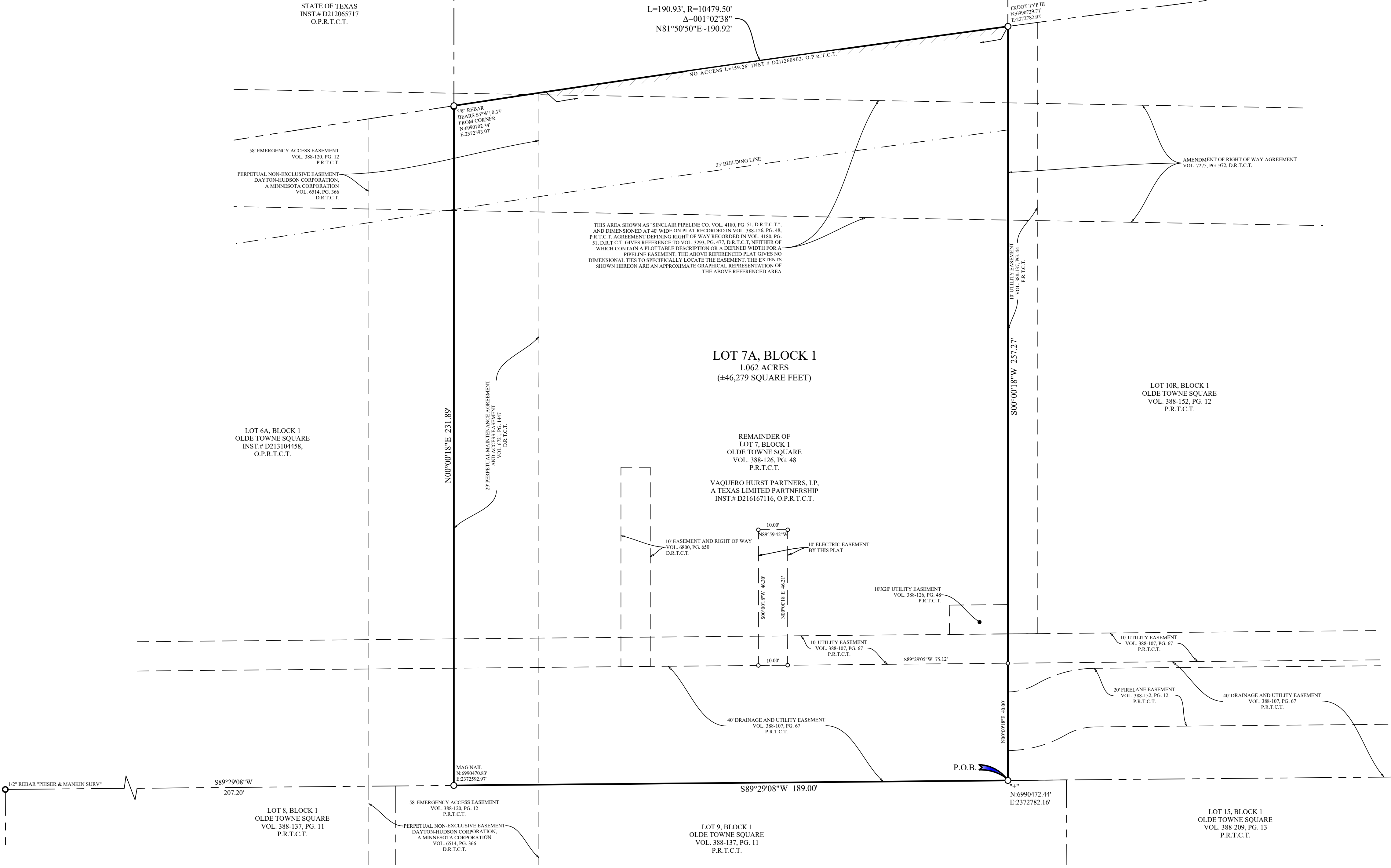
BEFORE ME, the undersigned notary public, State of Texas, on this day personally appeared **Jewel Chadd**, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and considerations expressed therein.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

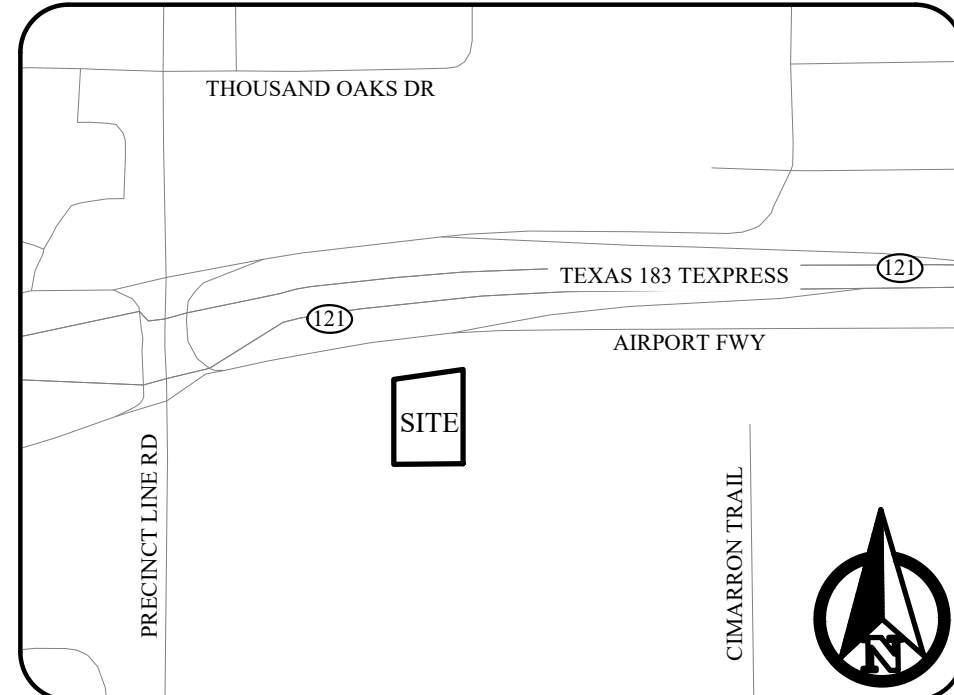
Notary Public, State of Texas

**GENERAL NOTES:**

1. This property lies within ZONE(S) X (Non-Shaded) of the Flood Insurance Rate Map for Tarrant County, Texas and Incorporated Areas, map no. 48439C0210K, dated 2009/09/25, via scaled map location and graphic plotting and/or the National Flood Hazard Layer (NFHL) Web Map Service (WMS) at <http://hazards.fema.gov>.
2. The fieldwork was completed on May 23, 2023.

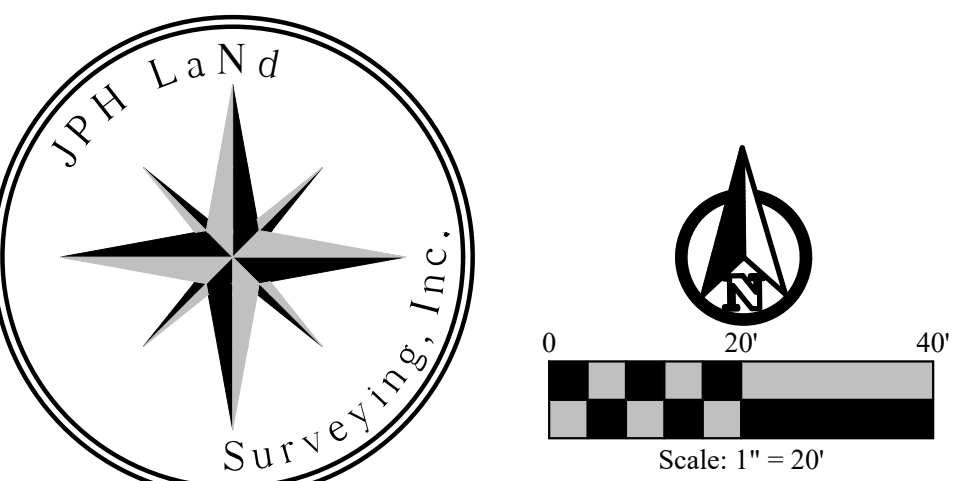


**VICINITY MAP**  
NOT TO SCALE



**MONUMENTS / DATUMS / BEARING BASIS**  
CRS ○ 1/2" rebar stamped "JPH Land Surveying" set  
MNS ○ Mag nail & washer stamped "JPH Land Surveying" set  
○ Monuments are found if not marked MNS or CRS.  
TBM ◆ Site benchmark (see vicinity map for general location)  
Coordinate values, if shown, are US.SyFt./TxCS, '83, NCZ  
Elevations, if shown, are NAVD'88  
Bearings are based on grid north (TxCS, '83, NCZ)  
TYPE I ○ TxDOT Right of Way tapered concrete monument.  
TYPE II ○ TxDOT Right of Way bronze cap in concrete.  
TYPE III ○ TxDOT Right of Way iron rod with aluminum cap.  
"+x" "x" cut in concrete

**LEGEND OF ABBREVIATIONS**  
US.SyFt. United States Survey Feet  
TxCS, '83, NCZ Texas Coordinate System of 1983, North Central Zone  
NAVD'88 North American Vertical Datum of 1988  
P.R.T.C.T. Plat Records of Tarrant County, Texas  
O.P.R.T.C.T. Official Public Records of Tarrant County, Texas  
D.R.T.C.T. Deed Records of Tarrant County, Texas  
VOL/Pg/INST# Volume/Page/Instrument Number  
POB/POC Point of Beginning/Point of Commencing  
ESMT/BL Easement/Building Line



JPH Job/Drawing No. 2016.022.015 701 Airport Frwy, Hurst, Tarrant Co, Tx - Replat.dwg  
© 2023 JPH Land Surveying, Inc. - All Rights Reserved  
785 Lonesome Dove Trail, Hurst, Texas 76054  
Telephone (817) 431-4971 www.jphlandsurveying.com  
TBPELS Firm #10019500  
DFW | Central Texas | West Texas | Houston | San Antonio

**PREPARED BY:**  
Jewel Chadd, R.P.L.S.  
JPH Land Surveying, Inc.  
785 Lonesome Dove Trail  
Hurst, Texas 76054  
Phone: (817) 431-4971

**OWNER/DEVELOPER:**  
Vaquero Hurst Partners, LP, a Texas limited partnership  
2627 Tillar Street, Suite 111  
Fort Worth, Texas 76107  
D:512.983.1793 F:817.984.8373

Certificate of Approval of the Planning and Zoning Commission  
This plat has been submitted to and considered by the Planning and Zoning Commission of the City of Hurst, and hereby approved by such Commission.  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_ to approve this plat.  
By: \_\_\_\_\_  
Chairman - Planning and Zoning Commission  
Attest: \_\_\_\_\_  
Secretary - Planning and Zoning Commission

Statement of Adoption by Council  
The City Council of Hurst, Texas on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ voted affirmatively to adopt this plat and approve it for filing of record.  
By: \_\_\_\_\_  
Mayor  
Attest: \_\_\_\_\_  
City Secretary

**REPLAT**  
**OLDE TOWNE SQUARE**  
**LOT 7A, BLOCK 1**  
BEING A REPLAT OF  
LOT 7, BLOCK 1, OLDE TOWNE SQUARE  
VOL. 388-126, PG. 48, P.R.T.C.T.  
BEING 1.062 ACRES IN THE  
W.W. WALLACE SURVEY, ABSTRACT NO. 1607  
CITY OF HURST, TARRANT COUNTY, TEXAS  
PREPARED ON JULY 24, 2023

INSTRUMENT NUMBER \_\_\_\_\_ DATE: \_\_\_\_\_



City Council Staff Report

<b>SUBJECT:</b> Consider Ordinance 2559, first reading, amending Chapter 24 by adding a sentence to Section 24-127, prohibiting parking in certain areas on Redbud Drive near Brown Trail	
<b>Supporting Documents:</b>	
Ordinance 2559 Location Map	<b>Meeting Date:</b> 2/13/2024 <b>Department:</b> Public Works <b>Reviewed by:</b> Greg Dickens <b>City Manager Review:</b>
<b>Background/Budget Analysis:</b>	
The City Council approved Ordinance 2260 on August 26, 2014 that established the areas along city streets where parking is prohibited. The proposed addition to that list of street areas is the first 317 feet west along the south side of Redbud Drive from the Brown Trail intersection. This was requested by management of the adjacent apartment complex for safety reasons. This will provide more room for buses and fire trucks to enter and exit this side of the intersection. There is no fiscal impact.	
<b>Hurst Way/Strategic Priorities:</b>	
Designation of No Parking areas is directly representative of the Council’s goal of <b>Public Safety</b> .	
<b>Recommendation:</b>	
It is recommended City Council <b>approve Ordinance 2559, first reading, amending Chapter 24 by adding a sentence to Section 24-127; prohibiting parking in a certain area on Redbud Drive near Brown Trail.</b>	

## **ORDINANCE 2559**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HURST, TEXAS, AMENDING THE HURST CODE OF ORDINANCES CHAPTER 24 BY ADDING TO SECTION 24-127; PROHIBITING PARKING IN CERTAIN AREAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council (the "City Council") of the City of Hurst, Texas (the "City"), has appointed a Transportation Infrastructure and Safety Committee to act in an advisory capacity to the City Council in all matters pertaining to traffic safety; and

**WHEREAS**, the Transportation Infrastructure and Safety Committee has determined, after reasonable consideration, that parking should be prohibited on the streets provided herein; and

**WHEREAS**, the City of Hurst is a Home Rule municipality having full powers of self-government and may enact ordinances relative to its citizens' health, safety, and welfare that are not inconsistent with the Constitution and laws of the State; and

**WHEREAS**, Section 311.001 of the Texas Transportation Code provides that a home-rule municipality has exclusive control over and under the public highways, streets, and alleys of the municipality; and

**WHEREAS**, Section 545.302 of the Texas Transportation Code prohibits stopping, standing, or parking in certain areas, including areas where an official sign prohibits stopping, standing, or parking; and

**WHEREAS**, the City of Hurst has determined that it is a necessity to regulate activities as provided for herein to safeguard the public; and

**WHEREAS**, the City of Hurst is authorized by law to adopt the provisions contained herein, and has complied with all the prerequisites necessary for the passage of this Ordinance; and

**WHEREAS**, all statutory and constitutional requirements for the passage of this Ordinance have been adhered to, including but not limited to the Open Meetings Act; and

**WHEREAS**, the purposes of this Ordinance are to promote the public health, safety, and general welfare of the citizens of the City of Hurst.

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

Section 1. **THAT** the statements contained in the preamble to this Ordinance are hereby adopted as findings of fact and as a part of the operative provisions hereof.

Section 2. **THAT** the City of Hurst Code of Ordinances Chapter 24 is hereby amended by adding the following sentence to Section 24-127:

Redbud Drive on the south side from Brown Trail to a point three hundred and seventeen (317') feet west of Brown Trail.

Section 3. **THAT** all ordinances or any parts thereof in conflict with the terms of this ordinance shall be and hereby are deemed repealed and of no force or effect.

Section 4. **THAT** any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and shall be fined an amount not to exceed \$500.

Section 5. **THAT** if any section, subsection, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 6. **THAT** the fact that the present ordinances and regulations of the City of Hurst, Texas are inadequate to properly safeguard the health, safety, morals, peace and general welfare of the inhabitants of the City of Hurst, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety and general welfare of the public which requires that this ordinance shall become effective from and after the date of its passage, and it is accordingly so ordained.

**AND IT IS SO ORDERED.**

Passed on the first reading on the 13<sup>th</sup> day of February 2024 by a vote of \_ to \_.

Approved on the second reading on the 27<sup>th</sup> day of February 2024 by a vote of \_ to \_.

**ATTEST:**

**CITY OF HURST**

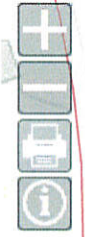
\_\_\_\_\_  
Rita Frick, City Secretary

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

**Approved as to form and legality:**

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





NO PARKING



LOCATION MAP



City Council Staff Report

<b>SUBJECT:</b> Consider Ordinance 2560, first reading, amending the City of Hurst Code of Ordinances by adding a new Division 7 to Chapter 5 Building Regulations, regulating fencing and screening wall requirements	
<b>Supporting Documents:</b>	
Ordinance 2560	<b>Meeting Date:</b> 2/13/2024 <b>Department:</b> Administration <b>Reviewed by:</b> Clay Caruthers <b>City Manager Review:</b>
<b>Background/Budget Analysis:</b>	
<p>Staff continually seek enhancements to our current Code of Ordinances in an effort to maintain the quality and integrity of neighborhood aesthetics. The proposed ordinance clarifies maintenance expectations for screening fences and walls.</p> <p>Staff has worked with the City Attorney and believes the amendment will enhance compliance efforts and also the aesthetics of neighborhoods.</p>	
<b>Hurst Way/Strategic Priorities:</b>	
<p>The proposed ordinance is a direct representation of Council’s Strategic Priority of <b>Community</b> and <b>Economic Vitality</b>.</p>	
<b>Recommendation:</b>	
<p>It is recommended City Council <b>approve Ordinance 2560, first reading, adding a new Division 7 to Chapter 5 Building Regulations, regulating fencing and screening wall requirements.</b></p>	



## ORDINANCE 2560

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HURST, TEXAS ADDING A NEW DIVISION 7 TO CHAPTER 5 BUILDING REGULATIONS, REGULATING FENCING AND SCREENING WALL REQUIREMENTS; PROVIDING A CLAUSE RELATING TO SEVERABILITY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Hurst is authorized to regulate the use of land in order to lessen congestion, secure public safety, and promote health and general welfare among other reasons; and

**WHEREAS**, the City Council wishes to adopt special development controls relative to fence and wall requirements to maintain the quality and integrity of neighborhood aesthetics; and

**WHEREAS**, all constitutional, statutory, and legal prerequisites for the passage of this Ordinance have been met, including but not limited to the Open Meetings Act; and

**WHEREAS**, the City is a Home Rule municipality having full powers of self-government and may enact ordinances relative to its citizens' health, safety, and welfare that are not inconsistent with the Constitution and laws of the State of Texas; and

**WHEREAS**, the City Council finds that there is a public necessity for the enactment of this ordinance; and

**WHEREAS**, the City Council finds that regulation of fencing as provided for herein enhances the aesthetic beauty and quality of life of the Citizens of Hurst and is in the best interests of the health, safety, and welfare of the public.

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

Section 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference.

Section 2. That Chapter 5, Building Regulations shall be amended by the addition of new section, Division 7 to read as follows:

## Division 7 Fencing and screening wall requirements.

## Sec. 5-75

- (a) To maintain the quality and integrity of neighborhood aesthetics, all new and replacement fences and walls must meet the following requirements.
- (b) Screening fences and walls shall be permanently and adequately maintained by the owner of the property on which the screening is erected. No wall or fence shall be constructed or maintained in such a manner as would endanger the health or safety of the general public.
- (c) Any fence or wall that is in disrepair, rotted, leaning, missing pieces, or otherwise detracts from the aesthetics of the area, must be repaired, replaced or removed at the property owner's expense. All new and replacement fences or walls must be replaced in like kind as to the materials and finish as the original fence or wall and must be of uniform color and material as to be uniform and compatible with the adjacent fence or wall.
- (d) For any new or replacement screening fence all posts and horizontal members shall face the inside of the fence if the fence is visible from a public street. Additionally, all posts shall be either metal or concrete with 6" offset cedar post slats except as otherwise approved by the building official for decorative fences such as vinyl or split rail fences.
- (e) Fences constructed of barbed wire (except for livestock fences) and walls topped with broken glass or surfaced with like material shall be prohibited, provided, however, a security fence of not less than six (6) feet in height may be topped with barbed wire.

Section 3. That this ordinance shall be cumulative of all other ordinances of the City of Hurst, Texas, and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this ordinance.

Section 4. That any person who fails to comply with any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 5. That if any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any person or circumstances is held invalid or unconstitutional by a Court or competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 6. That all ordinances or any parts thereof in conflict with the terms of this ordinance shall be and hereby are deemed repealed and of no force or effect.

Section 7. That this ordinance shall become effective from and after the date of its final passage.

**AND IT IS SO ORDERED.**

Passed on the first reading on the 13<sup>th</sup> day of February 2024 by a vote of \_ to \_.

Approved on the second reading on the 27<sup>th</sup> day of February 2024 by a vote of \_ to \_.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Matthew C.G. Boyle  
City Attorney



City Council Staff Report

**SUBJECT:** Consider authorizing the city manager to enter into an interlocal agreement with Tarrant County for the 2024 Street Overlay Program

<b>Supporting Documents:</b>	
Location Map Interlocal Agreement	<b>Meeting Date:</b> 2/13/2024 <b>Department:</b> Public Works <b>Reviewed by:</b> Greg Dickens <b>City Manager Review:</b>

**Background/Budget Analysis:**

The City of Hurst and Tarrant County have combined efforts for many years to provide quality asphalt overlaid streets for the citizens of Hurst. City of Hurst Street Division staff will assist the County by preparing the streets for resurfacing, handling traffic control, and replacing any street markings.

Three street segments are proposed for rehabilitation this year. The three segments are **Hurstview Drive** from Womack Court to Cannon Drive (approximately 1,462 linear feet), **Pleasantview Drive** from Norwood Drive to Brown Trail (approximately 2,753 linear feet), and **Pleasantview Drive East** from Brown Trail to east city limits (approximately 150 linear feet). These segments will be milled and overlaid with two inches of new asphalt pavement. These street segments are listed in the attached Interlocal Agreement. Tarrant County Commissioners are scheduled to act on the Interlocal Agreement after Council approval at their next regularly scheduled meeting.

The agreement is similar to previous years, with the County assisting in the milling process by providing additional trucks to haul-off the waste material. Tarrant County will also provide the equipment and labor for the placement of the asphalt overlays. The City of Hurst will be responsible for the cost of material, asphalt removal, traffic control, pavement markings, and storm water pollution prevention.

The total cost will not exceed \$250,000. Sufficient funds have been budgeted in the FY2024 to cover the cost of this project.

**Hurst Way/Strategic Priorities:**

The participation in the Tarrant County Overlay Program each year is directly representative of the Council's goals of **Financial Sustainability** and **Infrastructure** maintenance.

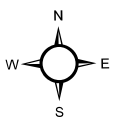
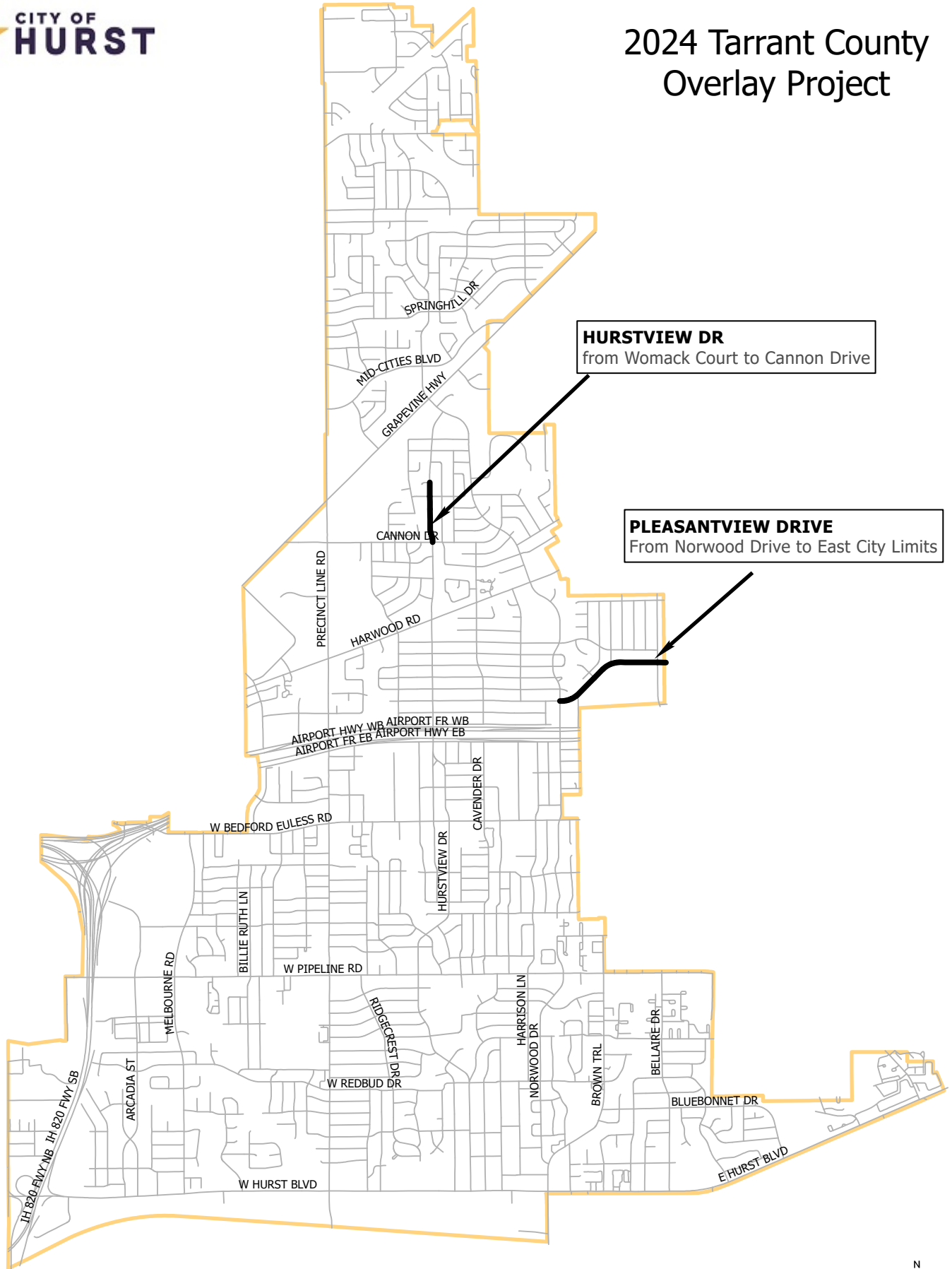
**Recommendation:**

It is recommended City Council **authorize the city manager to enter into an interlocal agreement with Tarrant County for the 2024 Street Overlay Program, in an amount not to exceed \$250,000.**

# LOCATION MAP



## 2024 Tarrant County Overlay Project



**THE STATE OF TEXAS**

**INTERLOCAL AGREEMENT**

**COUNTY OF TARRANT**

This Interlocal Agreement is between Tarrant County, Texas (“COUNTY”), and the City of Hurst (“CITY”).

WHEREAS, the CITY is requesting the COUNTY’s assistance to:

- Resurface **Hurstview Drive** located within the City of Hurst and Tarrant County Commissioner Precinct #3 from Womack Court to Cannon Drive (Approximately 1,462 linear feet).
- Resurface **Pleasantview Drive** located within the City of Hurst and Tarrant County Commissioner Precinct #3 from Norwood Drive to Brown Trail (Approximately 2,753 linear feet)
- Resurface **Pleasantview Drive East** located within the City of Hurst and Tarrant County Commissioner Precinct #3 from Brown Trail to East City Limits (Approximately 150 linear feet)

Collectively, hereinafter referred to as the “**Project**”.

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests of both parties.
- b. This Agreement will benefit the public.
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and the COUNTY have authorized their representative to sign this Agreement.

- e. Both parties acknowledge that they are each a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

## **TERMS AND CONDITIONS**

### **1. COUNTY RESPONSIBILITY**

The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project:

- Resurface **Hurstview Drive** located within the City of Hurst and Tarrant County Commissioner Precinct #3 from Womack Court to Cannon Drive (Approximately 1,462 linear feet).
- Resurface **Pleasantview Drive** located within the City of Hurst and Tarrant County Commissioner Precinct #3 from Norwood Drive to Brown Trail (Approximately 2,753 linear feet)
- Resurface **Pleasantview Drive East** located within the City of Hurst and Tarrant County Commissioner Precinct #3 from Brown Trail to East City Limits (Approximately 150 linear feet)

### **2. CITY RESPONSIBILITY**

- 2.1 The CITY will furnish and pay for the actual cost of the materials, including any delivery or freight cost. The CITY will provide a purchase order and will be billed directly by the material supplier. The COUNTY may accumulate and bill the CITY for incidental material cost.
- 2.2 The CITY will pay for one-half of the COUNTY’s fuel used to construct this Project. The COUNTY will invoice the CITY for the fuel consumed at the conclusion of the Project.
- 2.3 The CITY will be responsible for all traffic control necessary to safely construct this project. This responsibility includes all advance notices, signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site. The CITY will be responsible for and provide portable message boards to supplement traffic control as needed.



- 2.4 The CITY will remove the existing surface and make any necessary roadway repairs and preparations prior to the COUNTY starting work.
- 2.5 The CITY will adjust all utilities, manholes and valve boxes for this Project.
- 2.6 The CITY will provide the COUNTY with a hydrant meter and all the water necessary for construction of the Project at no cost to the COUNTY.
- 2.7 The CITY will provide or pay for any engineering, survey, and laboratory testing required for this Project.
- 2.8 The CITY will furnish a site for dumping all spoils and waste materials generated during construction of this Project.
- 2.9 The CITY will provide the material to backfill the pavement edges for this project.
  
- 2.10 If required, the CITY will be responsible for the design and development of a Storm Water Pollution Prevention Plan (SWPPP). The CITY further agrees to pay for all cost (including sub-contractor materials, labor, and equipment) associated with the implementation of the plan. The COUNTY will be responsible for maintenance of the plan during the duration of the Project. Documentation and record keeping of the SWPPP will be the responsibility of the CITY.

### **3. PROCEDURES DURING PROJECT**

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of project completion.

### **4. NO WAIVER OF IMMUNITY**

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

## **5. OPTIONAL SERVICES**

- 5.1 If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.

## **6. TIME PERIOD FOR COMPLETION**

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any time.

## **7. THIRD PARTY**

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

## **8. JOINT VENTURE & AGENCY**

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

## **9. EFFECTIVE DATE**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

## **10. TERMINATION**

This Agreement will automatically terminate on either September 30, 2024, or on the date the project is completed, whichever occurs first. Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party prior to the intended date of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that the CITY remains liable to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the project, if any.

**TARRANT COUNTY, TEXAS**

**CITY OF HURST**

\_\_\_\_\_  
Tim O'Hare  
County Judge

\_\_\_\_\_  
Clay Caruthers  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Gary Fickes  
Commissioner, Precinct 3

\_\_\_\_\_  
Greg Dickens  
Executive Director of Public Works

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

APPROVED AS TO FORM\*

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Criminal District Attorney's Office\*

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

\* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.



City Council Staff Report

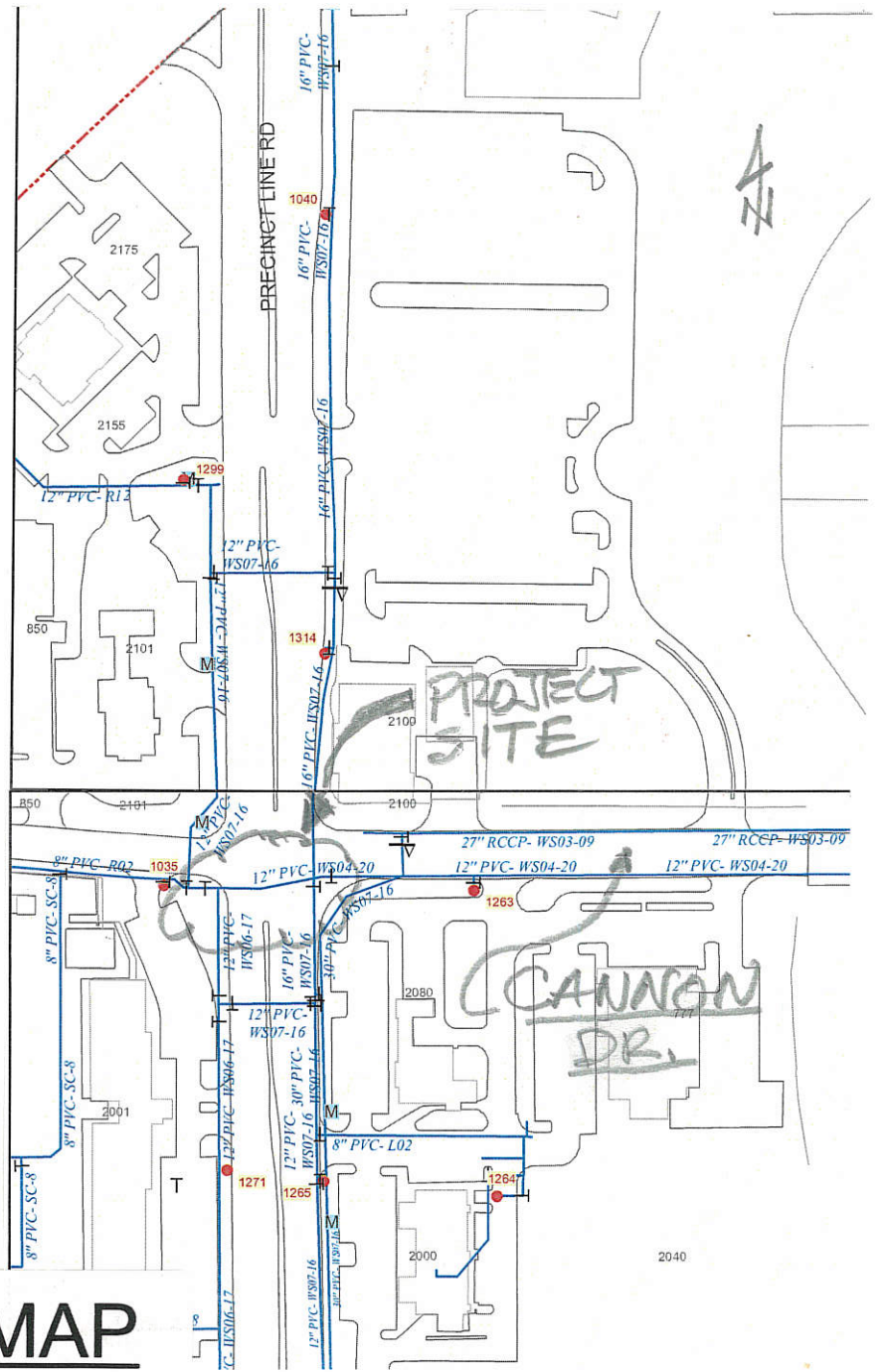
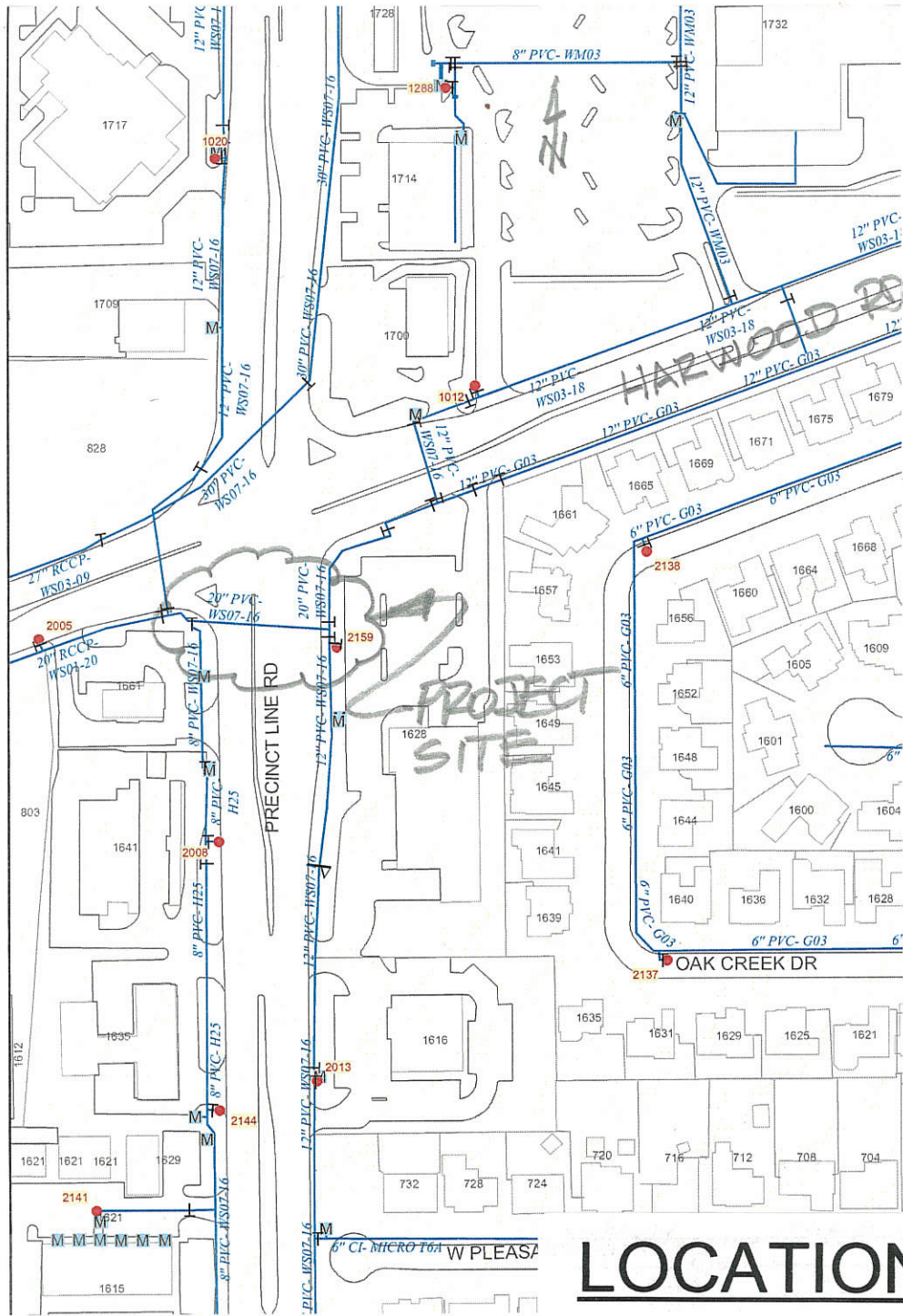
<b>SUBJECT:</b> Consider authorizing the city manager to enter into an Engineering Services Contract with Burgess & Niple, Inc. for Precinct Line Road water main adjustments at Harwood Road and Cannon Drive	
<b>Supporting Documents:</b>	
Location Map Contract Agreement	<b>Meeting Date:</b> 2/13/2024 <b>Department:</b> Public Works <b>Reviewed by:</b> Greg Dickens <b>City Manager Review:</b>
<b>Background/Budget Analysis:</b>	
<p>This project will involve designing modifications to the existing 20-inch diameter concrete steel cylinder water pipe crossing under Precinct Line Road (FM 3029) on the south side of the intersection with Harwood Road. The existing 20-inch pipe was leaking in the spring of 2023 inside the existing 36-inch steel casing pipe. Staff uncovered the water main behind the curbs on either side of Precinct Line Road and fixed two minor leaks and found the major leak at a joint on the 20-inch main inside the 36-inch casing. Staff decided to cut off the 20-inch diameter crossing behind the curb on each side of Precinct Line Road due to the redundancy in flow capacity of the other water mains crossing Precinct Line Road in this area. The crossing is needed, but does not have to be repaired as a 20-inch crossing.</p> <p>The project will also involve design modifications to the existing 12-inch diameter water main crossing at Cannon Drive. The water main started leaking last summer under the Precinct Line Road concrete pavement at the Cannon Drive intersection. It was determined by staff that there is plenty of flow redundancy in several water main crossings near this intersection and with modifications made to the existing 12-inch water main on the east and west side of Precinct Line Road, the existing 12-inch water main crossing could be abandoned.</p> <p>The engineering services contract is with Burgess &amp; Niple, Inc. whom the City has had successful contracts with in the last few years. The total fee for the engineering services is \$38,580. The engineer should provide final plans and specifications for this project within 90 calendar days.</p> <p>Sufficient Funds were budgeted for this project in the annual CIP budget.</p>	

**Hurst Way/Strategic Priorities:**

The engineering services contract meets Council's priorities and goals of **Infrastructure** and **Financial Sustainability**.

**Recommendation:**

It is recommended City Council **authorize the city manager to execute the Engineering Services Contract with Burgess & Niple, Inc. for Precinct Line Road Water Main Adjustments at Harwood Road and Cannon Drive, for a total fee not to exceed \$38,580.**



# LOCATION MAP

THE STATE OF TEXAS    '  
  '  
COUNTY OF TARRANT   '

**ENGINEERING SERVICES CONTRACT**

**PRECINCT LINE ROAD WATER MAIN ADJUSTMENTS AT  
HARWOOD ROAD AND CANNON DRIVE**

**City of Hurst Project No. 6823-203**

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

**WHEREAS**, City desires professional engineering services for the **PRECINCT LINE ROAD WATER MAIN ADJUSTMENTS AT HARWOOD ROAD AND CANNON DRIVE** (Project).

**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 agree 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 attached.

**Section 4. PAYMENT FOR SERVICES**

- A. Payment for services under Section 3 above will be based on itemized monthly statements submitted based on the Engineer's monthly progress report and detailed monthly itemized statement for services that show the names of the employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonable acceptable to the City. Total payment for the project will be based on monthly statements to accomplish the work described in Exhibit A, but shall not exceed **\$38,580.00**.
- B. Payments shall also include Direct Non-Labor Expenses which, in general, include expenses for supplies, transportation, equipment, travel, communication, subsistence and lodging away from home, and similar incidentals.  
  
The Direct Non-Labor expenses shall be reimbursable at actual invoice cost plus 10%. 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, for **Basic and Special Services**, described in Section 3 above, shall not exceed **\$38,580.00**.
- F. 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 “as-built” or “revised per construction information” mylar reproducible plans and an electronic copy of the plans in pdf format will 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: **90 Calendar Days**

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) 788-7076

**If intended for Engineer, to:**

Lowell D. DeGroot, P.E.  
**Contact Person**  
Senior Engineer  
**Title**  
Burgess & Niple, Inc.  
12750 Merit Dr., Park Central 7, Suite 425  
Dallas, TX 75251  
972-620-1255

**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 7 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 \_\_\_\_\_, 2024.

Burgess & Niple, Inc.  
**Firm Name**

**CITY OF HURST**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Clay Caruthers, City Manager**

Bernard Dsouza, PE  
**Dallas Dist. Director**

\_\_\_\_\_  
**Executive Director of Public Works**

12750 Merit Dr., Park Central 7, Suite 425  
**Address**

**APPROVED AS TO FORM:**

Dallas, TX 75251  
**City, State, Zip Code**

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

**EXHIBIT A  
SCOPE OF SERVICES**

**PRECINCT LINE ROAD WATER MAIN ADJUSTMENTS  
AT HARWOOD ROAD AND CANNON DRIVE**

**PROJECT DESCRIPTION:**

Precinct Line Road and Harwood Road Location:

Burgess & Niple, Inc. (B&N) to provide options and cost estimates to repair or rehabilitate an existing 20" water main crossing Precinct Line Road at Harwood Road. Plans for the replacement or rehabilitation to be prepared based on option selected. Location to be topographic surveyed and TXDOT permit prepared.

Precinct Line Road and Cannon Drive Location:

Burgess & Niple, Inc. (B&N) to provide a plan for the abandonment of an existing 12" cast iron pipe water crossing. Location to be topographic surveyed and TXDOT permit prepared.

**SCOPE OF SERVICES:**

**BASIC SERVICES:**

1. PRELIMINARY DESIGN PHASE - 30%
  - Obtain GIS data, storm sewer, water & sanitary sewer as-builts from City.
  - Review City standards, specifications and special requirements regarding street, water and sewer line construction.
  - Provide summary of options and cost estimates for Precinct Line/Harwood site.
  - Options to provide review of pipe restraint or blocking if required.
  - Meet and discuss with City personnel to discuss options.
  - No subsurface utility investigation will be completed within project areas other than existing utility asbuilts provided to B&N by the City of Hurst or by franchise utilities.
  
2. INTERMEDIATE DESIGN PHASE - 65%
  - Prepare plans based on options discussed.
  - Prepare structural details if required for pipe restraint.
  - Provide 65% preliminary plans, specifications and construction cost estimates for City review.
  - Submittal - Three sets of 65% plans, Construction Specifications books and Opinion of Probable Cost.
  
3. FINAL DESIGN PHASE - 100%
  - Provide 100% final plans for City review. Incorporate City comments from 65% reviewed plans.
  - Three sets of 100% plans, Construction Specifications books and Opinion of Probable Cost.
  - Prepare and submit abandonment letter and TXDOT permit.

#### 4. BIDDING PHASE

- Provide 3 sets of sealed plans for bidding purposes.
- Prepare addendums to contract if required.
- Attend pre-bid meeting.
- Prepare bid tabulation and letter of construction contract award.

#### 5. CONSTRUCTION PHASE

- Attend pre-construction meeting
- Provide submittal review
- Review contractor's monthly pay estimates
- Assist in requests for information.
- Provide record drawings and electronic copy of plans and specifications (one CD containing CADD files and PDF image file)

#### **SPECIAL SERVICES:**

#### 6. Survey Precinct Line/Harwood and Precinct Line/Cannon

Horizontally and vertically locate visible surface features within the project area.

- Shoot in private driveways and sidewalks.
- All trees 4" or larger will be shown common name and approximate trunk size will be noted on the survey.
- Utility Coordination: Prior to commencing any topographic fieldwork, submit a utility locate request for the project limits to Texas811 (formerly Texas Excavation Safety System, Inc.) online at [www.Texas811.org](http://www.Texas811.org) or by telephone at 811 or 800-344-8377. Marks set by Texas811 will be shown on our survey.
- Franchise Utilities: Locate and tie visible franchise utilities (Gas, Telephone/FOC, Electric, Cable, etc.) and associated appurtenances including but not limited to: power poles, guy anchors, manholes, meters, valves, test stations, vaults, handholds, pull boxes, pedestals, controllers, etc. If available, we will denote size, material type, pressure rating, line voltage and utility owner as applicable. Visible Texas811 markings will be shown on the survey.
- Public Utilities: Locate and tie visible public utilities (water, wastewater, storm sewer, and telephone/fiber) and associated appurtenances including but not limited to: manholes, cleanouts, meters, services, isolation valves, blow-offs, fire hydrants, inlets, junction boxes, headwalls, wingwalls, rip-rap aprons and all other appurtenances. Flowlines and depths of structures will not be included in this survey. Only surface features to be surveyed.
- Fence and Retaining Walls: Provide location, height and material type for fences located within the project limits. Provide the location and material type for retaining walls and provide top and bottom of wall elevations along its length at grade changes.
- Right-of-Way and Property: Locate and tie existing right-of-way, property lines and easements, including type, size, volume and page, where applicable. Show lot, block, and property address. Property owner not required.

**ENGINEERING FEE:**

TASK NO.	DESCRIPTION	Principal	Proj. Manager	Engineer	Total
		\$300	Senior Engineer \$290	\$130	
	<b>BASIC SERVICES</b>				
1	Preliminary Design Phase (30%)		40	12	\$ 13,160
2	Intermediate Design Phase (65%)		20	60	\$ 13,600
3	Final Design Phase (100%)		8	4	\$ 2,840
4	Bidding Services		4	0	\$ 1,160
5	Construction Phase Services		8	0	\$ 2,320
	<b>SPECIAL SERVICES</b>				
6	Topographic Survey				\$ 5,500
<b>Total Fee:</b>					<b>\$ 38,580</b>

**EXCLUSIONS:**

- A. Specific Traffic Control Plans.
- B. Subsurface Utility Engineering
- C. Detailed construction staking.
- D. Full time construction inspection.
- E. Trench excavation safety plan.
- F. Preparation of Contractor's monthly pay estimates.
- G. Utility Locate Service.
- H. Quality control and testing services during construction.
- I. Public Meetings.
- J. Abstracting services for easement and right-of-way research.
- K. Geotechnical investigation
- L. Drainage Plans or Calculations
- M. Easement or R.O.W. Exhibits





City Council Staff Report

<b>SUBJECT:</b> Consider authorizing the city manager to proceed with City Hall security and access enhancements project	
<b>Supporting Documents:</b>	
	<b>Meeting Date:</b> 2/13/2024 <b>Department:</b> Administration <b>Reviewed by:</b> Malaika Marion Farmer <b>City Manager Review:</b>
<b>Background/Budget Analysis:</b>	
<p>City of Hurst customers and visitors enter City Hall either through the front lobby or the handicapped entrance where the Planning and Community Development and Engineering Departments are housed. In addition to being a customer’s first impression of the City, these areas are the most vulnerable parts of the building. As a result, a secured receptionist desk in the lobby and access control improvements at the work counters near the handicapped entrance are needed. Additionally, some access improvements would be made on the third floor of City Hall. As part of this project, minor cosmetic improvements would be made to the affected areas, including painting and new carpet.</p> <p>Staff worked closely with an architect, interior designer, and vendors to develop this project's scope. The City received quotes from contractors who are part of BuyBoard and Choice Partners purchasing consortiums and interlocal cooperative purchasing agreements for a total cost of \$268,303 (including a 10% contingency). Funding for this project is available within the Special Projects Fund.</p>	
<b>Hurst Way/Strategic Priorities:</b>	
This project addresses the City Council's Strategic Priorities for <b>Infrastructure</b> and <b>Public Safety</b> .	
<b>Recommendation:</b>	
It is recommended City Council <b>authorize the city manager to proceed with the city hall security and access enhancement project using approved vendors for an amount not to exceed \$268,303.</b>	



City Council Staff Report

<b>SUBJECT:</b> Consider authorizing the city manager to purchase new playground equipment for Rickel Park	
<b>Supporting Documents:</b>	
	<b>Meeting Date:</b> 2/13/2024 <b>Department:</b> Community Services <b>Reviewed by:</b> Kyle Gordon <b>City Manager Review:</b>
<b>Background/Budget Analysis:</b>	
<p>The playground at Rickel Park has been in use for 21 years, and its maintenance has become increasingly difficult as vendors have stopped manufacturing replacement parts. Instead of getting new parts, staff has to modify or retrofit the existing pieces to replace the broken components. This method of repair is not only expensive and time-consuming but can also create further unforeseen maintenance issues.</p> <p>To resolve the maintenance problems, staff solicited designs and quotes from several vendors. After careful consideration, they selected Kraftsman Commercial Playgrounds &amp; Water Parks to carry out the replacement process. The new design features a multi-story play structure with five slides, climbing features, and interactive panels for the 5-12 year-old age group. Additionally, there will be a 2-5-year-old unit with age-appropriate play features for the first time at Rickel Park. Both units and the swings will have integrated shade, allowing year-round use, and the playground will meet the standards set by the Americans with Disabilities Act. Staff will also replace the worn bench seating around the playground, add security lighting, and coordinate and condense signage throughout the park to provide a refreshed appearance.</p> <p>The project's total cost is \$400,000, including a contingency of 10%. Kraftsman is known for its quality work and participates in the purchasing consortium BuyBoard, which allows the City to utilize approved pre-negotiated pricing and purchase directly from the vendor. Funding in the amount of \$100,000 from the Park Donation Fund and \$300,000 in the Half-Cent Sales Tax Fund was allocated to this project during the FY23-24 budget process. The playground replacement and park upgrades will take approximately five months to complete.</p> <p>The Hurst Parks and Recreation Board approved the 2024 Playground Replacement during their meeting held on January 18, 2024.</p>	

**Hurst Way/Strategic Priorities:**

In an effort to remain a vibrant community, this project addresses the City Council's Strategic Priorities for **Community and Economic Vitality, Infrastructure,** and **Public Safety** by improving the City's park system.

**Recommendation:**

It is recommended City Council **authorize the city manager to proceed with the 2024 Playground Replacement Project with Kraftsman Commercial Playgrounds & Water Parks** and approved City vendors for an amount not to exceed **\$400,000.**



City Council Staff Report

**SUBJECT:** Consider authorizing the city manager to enter into an agreement with Dunaway Associates, LLC, to develop a Central Park Master Plan

<b>Supporting Documents:</b>	
	<b>Meeting Date:</b> 2/13/2024 <b>Department:</b> Community Services <b>Reviewed by:</b> Kyle Gordon <b>City Manager Review:</b>

**Background/Budget Analysis:**

Over the past couple of decades, the City has acquired land around the Recreation Center to allow for the future development of Central Park North. Recently, the City purchased the Masonic Lodge property north of the Recreation Center, which will enable the next development phase to begin. However, since the 16-acre property encompasses the existing Recreation Center, Central Aquatics Center, Tennis & Pickleball Center, Central Park South, and a future water storage tank, a strategic approach is necessary to incorporate and reconfigure existing infrastructure for the best possible use of the entire park.

To establish a cohesive vision for future planning, staff recommends partnering with Dunaway and Associates, LLC to perform the visioning process. Dunaway was recently selected to develop the demolition plans for the Masonic Lodge and was the firm that developed the Central Aquatics Center Renovation project in 2016. Their knowledge of the site and experience working with city staff will allow them to quickly incorporate existing comments from the Parks Master Plan, annual Citizen Surveys, patrons and members, Council Strategic Planning, Parks and Recreation Board members, and staff into a high-level planning document.

During the process, considerations will include replacing or renovating existing facilities and integrating new elements such as an event lawn, gathering spaces, signature play features, enhanced entrances, Pipeline Road Streetscape improvements, public art, restrooms, and walking trails.

For the proposed design fee of \$125,000 (including a 10% contingency), Dunaway Associates, LLC will conduct a site analysis, identify opportunities and constraints, structure the planning decision process, develop a preliminary master plan exhibit with budget estimations, and deliver a final master plan document with proposed project phasing and corresponding budget projections. The Master Planning process is expected to take six to eight months to complete.

The Parks and Recreation Board approved this project at their January 18, 2024 meeting.

**Hurst Way/Strategic Priorities:**

In an effort to remain a vibrant community, this project addresses the City Council's Strategic Priorities for **Community and Economic Vitality, Infrastructure, Public Safety, and Leadership** by redeveloping and reinvesting in the community.

**Recommendation:**

It is recommended City Council **authorize the city manager to enter into an agreement with Dunaway Associates, LLC, for design services for an amount not to exceed \$125,000.**



City Council Staff Report

**SUBJECT:** Consider authorizing the city manager to enter in to a Project Development Agreement through the Energy Savings Performance Contract process with Ameresco to evaluate automatic metering infrastructure

**Supporting Documents:**

Ameresco Contract  
Ameresco Advanced Metering  
Summary

**Meeting Date:** 2/13/2024  
**Department:** Fiscal Service  
**Reviewed by:** Clayton Fulton  
**City Manager Review:**

**Background/Budget Analysis:**

During our strategic planning and budget discussions, staff reviewed the need to evaluate and consider moving toward a smart water meter system. Most cities have been moving towards these systems over the last 10-15 years. Smart meters provide greater billing detail that is available to both the customer and staff which enhances customer service while also providing system information to assist in managing our water delivery infrastructure.

Staff have delayed previous projects due to concerns over cost and complexity. Our primary objectives have been to minimize the impact on water rates, provide improved customer service through the use of technology, and ensure future flexibility in meter purchases and software options for staff to read the meters and the customer portal. With the availability of federal funds and other possible grants, we began the process of evaluating the most effective approach that will allow staff to pursue the primary objectives listed above.

Last year, our purchasing staff researched the approach other cities have pursued when undertaking a conversion to smart meters. In our research and analysis, we learned about the options authorized under Texas Local Government Code, Chapter 302. This section of the code outlines options for local governments to enter into an Energy Savings Performance Contract (ESPC). These contracts provide a “proof of concept” study where they conduct an evaluation of the potential energy savings, including the potential cost savings and/or revenue generating opportunities through advanced metering and other energy efficiency opportunities. Upon a review of potential ESPC partners, staff settled on Ameresco as the best partner for our potential project.

Staff believes the use of Ameresco as our ESPC is the best approach for our city. The study conducted by the contractor will determine the following:

- Potential revenue generating opportunities through adopting new metering technology
- Evaluate the impact upon our water customers
- Financial analysis of the costs and benefits
- Evaluation of systems to be upgraded

Pending the results of the study, the City has the option to stop any additional work and pay a flat fee for the study and incur no additional costs. However, if the results show that the project is feasible, we have the option to enter in to Phase 2 of the agreement. This phase is a turn key implementation of the smart meter conversion project for a fixed fee based upon market costs at the time we decide to enter in to Phase 2. During this phase we will partner with the contractor to solicit bids from possible meter manufacturers and software providers and evaluate them based upon their ability to meet the City's needs for a smart meter system. In this regard, it was crucial that our partner through the ESPC process would remain meter and software neutral to allow for the best option for the City. Additionally, we were interested in a flat fee proposal that would not be fixed to future additional revenues or savings resulting from the project.

This project will impact every single utility customer as well as the utility billing, public works, finance, budget, purchasing, IT, and communications functions of the city. Given the far-reaching impact of this project, it was imperative that we select a contractor with extensive experience in smart meter conversion projects as well and knowledge in the operations of the system, and the ability to support communications with the public and staff training on the new system. Ameresco demonstrated the ability to manage the turn key implementation of smart meter projects as well as being aligned with our primary objectives. We can also enter into the agreement under the 791 cooperative purchasing alliance.

The fixed fee for the initial study is \$36,500; however, if we proceed to Phase 2, this amount will be included in the implementation costs. Funding is available in the enterprise fund for the initial costs. If we move into Phase 2 we will utilize existing fund balance in the special projects fund, apply for federal grants, and evaluate debt capacity and additional reserves in the enterprise fund.

Representatives from Ameresco will attend the meeting to provide additional details and answer any additional questions.

**Hurst Way/Strategic Priorities:**

The project aligns with the Council’s priorities of **Infrastructure** and **Innovation**. Additionally, this project supports the Hurst Way through increased and improved **customer service** through providing greater consumption detail available to our staff and customers, enhanced **public service** through the ability to leverage technology for efficiencies in managing our water delivery infrastructure, and **financial sustainability** through ensuring flexibility in future meter and software purchases.

**Recommendation:**

It is recommended City Council **authorize the city manager to enter into a project development agreement with Ameresco.**





## PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (the "Audit Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date") by and between the City of Hurst, TX whose principal offices are located at 1505 Precinct Line Road, Hurst, Texas 76054 (the "Owner") and Ameresco, Inc., with an address of 2355 E. Camelback Road, Suite 410, Phoenix, Arizona 85016 ("Ameresco"). Ameresco and Owner are also referred to individually as "Party" and collectively as the "Parties".

Whereas, the Owner desires that Ameresco perform an Investment Grade Audit ("IGA") (as hereinafter defined) with respect to its water meters as described in Schedule A;

Whereas, the Owner has selected Ameresco to provide the scope of service through 791 Purchasing Cooperative (Ameresco's 791 Coop Contract#202005021A) of which the Owner is a member in good standing.

Whereas, performance of the IGA constitutes the first phase ("Phase 1") of a utility meter and water infrastructure upgrade project (the "Project").

Whereas, if Ameresco is directed by the Owner to proceed with the implementation of the recommendations following the IGA, the second phase of the Project ("Phase 2") will consist of the design and installation of associated infrastructure upgrades as set forth in the Contract (defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and Ameresco agree as follows.

### **ARTICLE 1 PHASES OF PROJECT**

#### **1.1 Phase I -- Investment Grade Audit.**

(a) After execution of this Audit Agreement, Ameresco will conduct an IGA as more particularly set forth in Schedule A. As used in this Audit Agreement, "IGA" means a process including (i) the collection of data related to the use and operation of the premises at which the meter is installed ("Premises"), observations of the Premises, determination of base year energy and/or water consumption and/or water billings, financial analysis of the cost and benefit of the evaluated systems to be upgraded at the Premises, determination of potential increases in water and sewer billings, reduction of utility cost, and operational and maintenance benefits, and (ii) the preparation of a detailed Investment Grade Audit Report ("IGA Report"), which presents current energy and water consumption at the Premises, recommendations for utility efficient equipment upgrades, energy conservation measures, water meter revenue enhancements, and a detailed analysis of implementation costs, anticipated project benefits resulting from such improvements and assumptions upon which the projected benefits are based. The IGA Report is intended to provide the Owner with the information necessary for the evaluation of the costs and benefits of proceeding with Phase 2 of the Project.

(b) Should Ameresco determine, in its sole discretion, at any time before the completion of the IGA Report that the anticipated project benefits cannot be achieved at the Premises in compliance with the financial criteria mandated by federal or state laws Ameresco will provide written notice to Owner and cease all further IGA activities, in which case Owner will not be charged for any IGA activities performed by Ameresco.



## 1.2 Phase 2 – Implementation.

(a) Owner acknowledges that the breakage fee for the IGA is \$36,500.00 (“IGA Breakage Fee”). If the Owner decides to proceed with the design and implementation of any projects described in the IGA Report, the Parties shall execute a mutually acceptable Performance Contract (the “Contract”). If the Parties enter into a Contract which includes the scope of work in the IGA Report, Ameresco will not bill Owner for the IGA Breakage Fee, but will include the total cost of developing the project in the cost of the work to be performed under the Contract (“Implementation Price”).

(b) Owner acknowledges that the total cost of developing the project will be included in the Implementation Price if Owner elects to proceed to Phase 2. Owner also acknowledges that if Ameresco prepares and identifies a workable project that qualifies under Local Government Code 302 and Owner does not proceed with Phase 2 of the Project within 90 days after delivery of the IGA Report, Ameresco will be entitled to payment in full of the IGA Breakage Fee within thirty (30) days after Ameresco’s submission of an invoice for such amount to Owner.

(c) Owner acknowledges that the Implementation Price for the Project is based on the market cost as of the date of the IGA Report, for steel, copper and similar raw materials incorporated into equipment and material used for the Project. Price increases for such equipment and materials after the IGA Report was issued may either result in an Implementation Price increase or a corresponding decrease in the project size, but once the Contract to complete the Project is executed by both parties, the Implementation Price will not be contingent on those fluctuations.

(d) In the event Owner instructs Ameresco to include additional facilities or expand the scope of the IGA as defined in Schedule A (“Additional Work”), the Owner shall compensate Ameresco for the Additional Work at a mutually agreed upon price, which will be reflected as an increase to the IGA Breakage Fee. Additional scope items could include, but not limited to, water and/or wastewater treatment and distribution systems, co-generation projects, park and sports lighting, renewable energy projects, lift stations, etc.

## 1.3 Other Terms and Conditions.

(a) Ameresco’s receipt of an executed copy of this Audit Agreement shall serve as notification to Ameresco to proceed with the IGA. Ameresco will thereafter promptly initiate the IGA.

(b) Ameresco does not assume responsibility to Owner for the anticipated project benefits projected in the IGA Report unless Ameresco completes the recommended Projects as defined in the Contract.

(c) Owner hereby agrees to provide timely and complete access to all necessary property and utility consumption cost records for the three years preceding the commencement of Ameresco’s services.

## 1.4 Miscellaneous Terms and Conditions.

(a) This Audit Agreement is hereby executed as of the Effective Date, written above.

(b) The signatories hereto represent that they have been duly authorized to enter into to this Audit Agreement on behalf of the Party for whom they sign.

(c) The laws of the State of Texas shall govern the interpretation and enforcement of the terms and conditions stated herein.

(d) This Audit Agreement may not be amended unless in writing signed by authorized representatives of both Parties.



(e) Neither Party may assign this Audit Agreement to another party without the prior written consent of the non-assigning Party, which will not be unreasonably withheld, delayed or conditioned. No un-consented-to assignment will be legally binding upon the non-assigning Party.

(f) In no event shall Ameresco be liable for any special, consequential, incidental, punitive, exemplary or indirect damages in tort, contract or otherwise, including, without limitation, loss of profits, loss of use of the Premises or other property, or business interruption, howsoever caused, in connection with this Audit Agreement.

(g) Regarding ownership and use of Confidential Information; the City of Hurst shall solely and exclusively own the Confidential Information that it discloses under this Agreement. Ameresco shall only use Confidential Information disclosed by City of Hurst as is reasonably necessary in connection with accomplishing the purpose of this Audit Agreement. Nondisclosure Obligations. Ameresco shall hold and maintain all Confidential Information in the strictest confidence and in trust using the same safeguards that it uses to protect its own commercially confidential information of a similar character, which in all cases shall be no less than reasonable safeguards and accepted industry practices. Ameresco shall not, without the prior written consent of City of Hurst, disclose any Confidential information to any other person or entity or use any such Confidential information for its own benefit (other than for the use of this Audit Agreement) or for the benefit of another.

AMERESCO, INC.

City of Hurst, Texas

By: \_\_\_\_\_  
Name: Ron Haxton  
Title: Sr. Vice President - BDM

By: \_\_\_\_\_  
Name:  
Title:

## SCHEDULE A

The following City facilities will be reviewed:

- All water meters owned by the City or any meters that are read and serviced by the City.

## IGA SCOPE OF WORK

### Water Meters

- City to provide Ameresco 68 new 5/8" x 3/4" water meters to be installed in replacement of the existing meters, which will be used for meter testing.
- Analyze existing water meter database as it relates to meter consumption, sizes, and types.
- Ameresco will remove 68 5/8" X 3/4" of the residential water meters for accuracy testing by an independent laboratory. The number of meters to be tested is a sample that will provide results with 10 percent precision with a 90 percent confidence level.
- Install 68 City provided new direct-read 5/8 X 3/4" water meters in place of meters removed for testing.
- Transport and test the removed 5/8" X 3/4" meters to the laboratory.
- The results of the meter tests for the 5/8" x 3/4" meters will be applied to the City's 1" meters. These meter groups have similar flow patterns and usage.
- Evaluate the quantity, water consumption, and revenue from meters 1.5" and larger based on the billing database. Develop a testing plan for meter classes, where the size of the potential revenue increase is large enough to justify the cost of laboratory or field testing a statistical sample of that meter class, which will provide results with 20 percent precision and an 80 percent confidence level or greater. The Owner has the option to direct Ameresco to apply test results from one meter class to other classes.
- Field survey the large commercial meters (sizes vary from 3" and up).
- Analyze meter-testing results and include a list of meter sizes and locations for those surveyed.
- Calculate the potential revenue increase based on the overall average accuracy of the sample set(s) of meters tested.



**SCHEDULE B – CITY RESPONSIBILITIES**

- City to provide 68 - 5/8 x 3/4 direct read meters to Ameresco.
- Assist with meter locates during the field surveys.
- Provide Letter of Authorization (or email) which states that Ameresco has the City's permission to obtain the following data from the City's billing software company or the City can provide this data directly to Ameresco:
  - File 1 – Account Listing
  - File 2 – Consumption History
  - File 3 – Utility Rate Structures

**File 1 Details (Account Listing)**

The first file is an Account Listing. This provides the detailed information to complete the field surveys above. The following tables outlines the data that is typically included in the first file.

1.	Zone# (if applicable)
2.	Route#
3.	Account#
4.	Account Sub/Identifier (if applicable)
5.	Customer Number (if applicable)
6.	Read Sequence # (Walk/Meter Reader Sequence)
7.	Account Type And/Or Rate Code (commercial, irrigation, residential...etc.)
8.	Account Name
9.	Account Physical Address (Service Location)
10.	Account Phone Number
11.	Account City/State/Zip if applicable
12.	Account Status (Active, Inactive, Vacant, Pulled, Disconnected...etc - Please provide definition)
13.	Last Meter Reading
14.	Account Multiplier
15.	Serial #
16.	Meter# (If different from Serial Number)
17.	Size (if available)
18.	Make/Model (if available)
19.	Type (if available i.e. compound, multijet, turbo, positive displacement)
20.	Any additional meter properties not listed above i.e. Register ID, Badge #, MXU ID...etc
21.	Meter Location Notes/ Meter Reader Notes

**File 2 Details (Consumption History)**

The second file is a consumption history for each account. This file is used to create the consumption baseline used to determine the economic viability of the AMI project. The following table outlines the data that is typically included in the consumption file. Ameresco will be requesting 3 years of monthly data for each account.

1.	Account# (Include Zone, Cycle, and Route Numbers if applicable to your software)
2.	Account Sub/Identifier (if applicable)
3.	Customer Number (if applicable)
4.	Account Type (commercial, irrigation, residential...etc.)
5.	Account Name
6.	Account Physical Address (Service Location)
7.	Account Status (Active, Inactive, Vacant, Pulled, Disconnected...etc - Please provide definition)
8.	Meter# (If different from Serial Number)
9.	Monthly Water Consumption
10.	Monthly Billed Water Charge
11.	Monthly Sewer Consumption (Separate Line)
12.	Monthly Billed Sewer Charge (Separate Line)
13.	Monthly Billed Tax Charge
14.	Associated Water Rate Table/Code (Please provide definition for each unique rate code)
15.	Associated Sewer Rate Table/Code (Please provide definition for each unique rate code)
16.	Bill Date

These files are typically exported from the billing software in either .txt or .csv formats. Either is acceptable. If the files are too large to email, Ameresco can setup a DropBox or OneDrive folder so that the files can easily be uploaded.

**File 3 Details (Utility Rates and Increases)**

The third file is an export from the billing software that shows the rate codes for each utility and the rates associated with that code. All tiers should be listed.

In addition to this rate code export, Ameresco a copy of current approved water rates and any approved future rate increases that have not already been included in the existing rates. This file is used to create the financial model used to determine the economic viability of the AMI project.

# Advanced Metering Solutions

Increase revenue through improved meter accuracy with a smart meter solution from Ameresco.

We evaluate, design, and develop turn-key meter solutions, that allow our customers to efficiently and proactively serve their end users.

Advanced Metering Infrastructure (AMI) and Automated Meter Reading (AMR) systems use advanced technology to read, monitor, and maintain water, electric, and gas utility distribution systems. A network of smart meters automatically communicate data between utilities and consumers, in a centralized database for billing and analysis.

Partner with Ameresco for a customized AMI/AMR solution that allows you to make fact based and informed asset management decisions, helping you proactively protect your utility infrastructure.



## The Ameresco Solution

From design to project implementation, we have expertise in smart metering solutions (AMI/AMR). Starting with an evaluation of your current utility system and database, our engineering experts review your existing infrastructure and conduct an unbiased cost/benefit analysis. Then, after helping you choose the right meter and reading technology, we design and install a customized smart metering solution. We offer a holistic approach with a guarantee to the following services:

- Unbiased technology and product selection (AMI/AMR/meters)
- Design and implementation of advanced metering systems
- Turn-key, firm fixed price with various funding options
- Asset management analysis for future CIP planning
- Customized citizen engagement and communication strategies
- Database evaluation for accuracy and unaccounted for revenues

## Benefits

Smart metering infrastructure enables accurate reading, collection, and management of utility data to provide enhanced customer service, transparency, and accountability. Work with the experts at Ameresco to implement a project with the following benefits:

- Captured lost and unaccounted for revenue
- Improved citizen engagement and proactive communications
- Reduced meter reading costs and errors
- Enhanced customer response time
- Leak detection and conservation
- Accurate and transparent detailed consumption data





## by the Numbers



Delivered over **\$6 Billion** in Energy Solutions



**70+ Offices** Throughout the USA, Canada, and the UK and more than **1,000 Employees**



Developed over **300 MW** of Renewable Energy Projects



Up to **45% Energy Cost Savings** with Comprehensive, Audit-Based Improvements



Socially **Responsible** & Economically **Efficient**



In 2019, Ameresco's Renewable Energy Assets and Customer Projects Delivered a Carbon Offset Equivalent to **11,167,978** Metric Tons of CO<sub>2</sub>

## Bringing Long-Term Value to Customers Since 2000

Founded in 2000, Ameresco, Inc. (NYSE:AMRC) is a leading independent provider of comprehensive services, energy efficiency, infrastructure upgrades, asset sustainability, and renewable energy solutions for businesses and organizations throughout North America and Europe. Ameresco's sustainability services include upgrades to a facility's energy infrastructure and the development, construction, and operation of renewable energy plants.



### Ameresco's Advanced Technology Portfolio Includes:

Energy Efficiency | Distributed Energy Generation, Storage & Microgrids | Infrastructure | Energy Analytics & Supply Management | Operations & Maintenance

Ameresco has successfully completed energy saving, environmentally responsible projects with Federal, state and local governments, healthcare and educational institutions, housing authorities, and commercial and industrial customers. With its corporate headquarters in Framingham, MA, Ameresco has more than 1,000 employees providing local expertise in the United States, Canada, and the United Kingdom.

Ameresco's team of energy experts can assist you in identifying the solution that fits your needs.

For more information about Ameresco and our full-range of energy efficiency and renewable energy solutions, please call **1-866-AMERESCO** or visit **ameresco.com**.



CITY OF HURST  
COUNTY OF TARRANT  
STATE OF TEXAS

On the 16<sup>th</sup> day of January 2024, at 5:30 p.m., the Library Board of the City of Hurst, Texas, convened in Regular Meeting at the Library, 901 Precinct Line Road, Hurst, Texas, with the following members present:

Betty Whiteside	)	Chair
Janie Melton-Judy	)	Members
Margaret Coleman	)	
Julie Granquist	)	
Michael Budd	)	
Kyle Gordon	)	Executive Director of Community Services
Hannah Ditgen	)	Community Services Senior Management Assistant
Jesse Loucks	)	Library Director
Vanessa Patchen	)	Assistant Library Director
Danyelle Weiss	)	Youth Services Library Manager
Melissa Miller	)	Recreation Receptionist

with the following members absent: Ruth Kennedy and Peggy Moore, constituting a quorum, at which time the following business was transacted:

**I. Call to Order**

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

**II. Roll Call of Members**

Melissa Miller conducted the Roll Call of Members.

**III. Approval of Minutes**

The Board reviewed and approved the October 17, 2023 regular meeting minutes as written.

The following item was moved to the top of the agenda:

**IX. Informational Items**

**B. Youth Department Updates:** Danyelle Weiss shared that the Youth Department has been working on exciting new updates. Staff has introduced new family programs at times that working parents can attend, including Family Fun Nights on the first Tuesday of each month at 6:30 p.m., Texas Bluebonnet Award Book Club on the third Tuesday of each month at 6:30 p.m., and Whatever-Makes-You-Happy Hour on every Saturday at 4:00 p.m. Additionally, staff has taken direct feedback from Library patrons and introduced new, non-traditional storytimes, including Y is for Yoga Storytime (first Friday of the month), Books & Bricks Storytime (second Friday of the month), and Music & Movement Storytime (third Friday of the month). Ms. Weiss also shared that

staff is dedicating space in the department for dramatic play. The additions include a dollhouse, kitchen, workbench, Duplo bricks, and more.

#### IV. Director's Report

- A. **October - December 2023 Recap:** Jesse Loucks reviewed and displayed the October - December 2023 statistics recap for the Board.

**October - December 2023**

Circulation.....	71,273
Number of Active Patrons.....	31,641
Volunteer Hours.....	369
Door Count.....	19,049
Electronic Usage Sessions.....	9,138
Page Views.....	20,447
Net Revenue.....	\$827
Children's Programming.....	2,290
Adult Programming.....	960
Outreach Programs.....	1,748

- B. **Program & Events Report for October - December:** Jesse Loucks reviewed the Program & Events Report for October - December. Pictures were displayed for the Board.

- C. **Upcoming Programs and Events:** Mr. Loucks reviewed the Upcoming Programs and Events report.

D. **Works in Progress**

1. **Program Room North & South AV:** Jesse Loucks shared that staff continues to work with the City's IT Department and Ford AV to repair the AV projectors in both Program Room North and South.
2. **Facility Signage:** Mr. Loucks informed the Board that the Library team has added "staff only" signage around the facility to mark areas not open to the public.
3. **Texas State Library Annual Report:** Mr. Loucks shared that staff is beginning to compile data for the Texas State Library Annual Report. This report allows the Library accreditation benefits such as professional development opportunities, TexShare database access, TexShare cards, statewide inter-library loan access, and grant eligibility.
4. **Texas Municipal Library Directors Association Award:** Mr. Loucks reported that the Library staff has applied for the Texas Municipal Library Directors Association Award. A library must exhibit excellence in ten service areas to receive the award. Mr. Loucks reviewed the ten service areas and noted that the Hurst Public Library has won this award for 18 consecutive years.
5. **Beanstack Migration:** Mr. Loucks informed the Board that Library staff has migrated from Read Squared to Beanstack. Staff will use the

platform to facilitate reading challenges like the Summer Reading Club and 1,000 Books Before Kindergarten.

### E. Staff Activities

1. **Organizational Update:** Vanessa Patchen shared that Becky Henry, former part-time Librarian, has been promoted to the full-time Programming & Outreach Librarian.
2. **Professional Development:** Ms. Patchen stated that Library staff attended the 2023 Hurst Way Conference in October. This annual conference allows employees to receive city-wide updates, hear from City leadership, and much more.

Ms. Patchen also shared that Robin Swaringen hosted a book review of "Radical Candor" by Kim Scott. Ms. Swaringen is part of the City's Leadership Development project team and created topics and discussion questions to provide staff with tools to build better employee relationships.

3. **Community Outreach:** Jesse Loucks informed the Board that in December, he attended an HEB Chamber of Commerce event at Texas Star, where he had the opportunity to promote Library services. Mr. Loucks also participated at an HEB Chamber of Commerce lunch where Joe Harrington, HEBISD Superintendent, spoke to the group and the L.D. Bell show choir performed.

Ms. Patchen shared that Becky Henry, Programming & Outreach Librarian, represented Hurst Public Library at Shady Oaks Elementary's Career Day and Hurst Hills Elementary's Maker Day. Also, Rosalyn Reyna-Rodriguez, Library Manager, attended River Trails Elementary Math Night and Hurst Hills Elementary's Reading Night to distribute program and event information and offer Library card registration.

4. **Employee Wellness and Recognition Programs:** Ms. Patchen announced that the Library staff achieved the highest honor in the Employee Wellness Walktober competition, walking more miles than any other work group. Additionally, she highlighted the recognition awarded to various Library staff members for their dedicated service, ranging from 5 to 25 years, at the annual Employee Awards Luncheon held in November. Also, five Library employees were honored with Gold COINS, and the Hurst Way Advocacy Team received the prestigious Team Hurst Award.

### A. Reports of the Committees

#### A. Friends of the Hurst Public Library

1. **Quarterly Revenue Report:** Jesse Loucks presented the Friends' revenue report for October - December.

2. **Teen Innovation Panel Fundraiser:** Mr. Loucks shared that the Friends partnered with the Teen Innovation Panel again for the All Wrapped Up program. Patrons brought gifts for the teens to wrap for a \$1 per gift donation to the Friends group. The teens also sold gift wrap and greeting cards this year. The fundraiser earned nearly \$350, more than quadruple the funds raised during last year's All Wrapped Up program.

## VI. Communications

- A. **Community Comments:** Vanessa Patchen highlighted positive community comments that the Library received, which resulted from the Library's excellent customer service and programs. Ms. Patchen also displayed correspondence related to the Library's mobile app outage. Photos were displayed for the Board.

## VII. Unfinished Business

None at this time.

## VIII. New Business

None at this time.

## IX. Informational Items

- A. **Library Mobile App Update:** Vanessa Patchen briefed the Board on the challenges arising from a failed contract negotiation between the two companies responsible for the Library's mobile app, resulting in its current non-functionality. The primary vendor has provided an estimated fix date of March, prompting the Library team to actively explore alternative options. In the interim, efforts have been made to optimize the Library's webpage, ensuring patrons can conveniently access catalog and account information using their mobile phones.
- B. **Youth Department Updates:** This item was moved to the top of the agenda.
- C. **MasterWorks Presents Update:** Jesse Loucks displayed the 2024 Masterworks Presents concert schedule. The first concert happens on March 14 with the performer Michael Hix.
- D. **Library Showcase Recap:** Ms. Patchen presented a recap of the annual Library Showcase event that took place on October 19. This year's event was 60s-themed and called Peace, Love, & Books! The 455 attendees enjoyed a performance by the Artisan Theater, live music from Me and My Monkey, giveaways, games, activities, and crafts. Photos were displayed for the Board.

## X. Board Member and Citizen Comments

None.

**XI. Adjournment**

The next Library Board meeting is scheduled for Tuesday, April 16, 2024, at 5:30 p.m.

There being no further business, the meeting was adjourned by Chair Betty Whiteside at 6:33 p.m.

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024

APPROVED:

ATTEST:

\_\_\_\_\_  
CHAIR

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

CITY OF HURST  
COUNTY OF TARRANT

STATE OF TEXAS

On January 18, 2024, at 6:00 p.m., the Parks and Recreation Board of the City of Hurst, Texas, convened its Regular Meeting at the Hurst Public Library, 901 Precinct Line Rd., Hurst, Texas, with the following Members present to wit:

Rod Robertson	)	Chairman
Trasa Cobern	)	Members
Alan Neace	)	
Sadhu Shori	)	
Leah Smith	)	
Doris Young	)	
Kyle Gordon	)	Executive Director of Community Services
Hannah Ditgen	)	Community Services Senior Management Assistant
Kristie Weaver	)	Assistant Director of Community Services
Lauren Snyder	)	Senior Activities Center Manager
Amy Oden	)	Recreation Manager
Zach Tekavec	)	Recreation Manager
Sarah Phipps	)	Marketing Specialist
Kathleen Nahidi	)	Parks Administrative Assistant

With the following member absent: Pat King, constituting a quorum, at which time the following business was transacted:

- I. **Call to Order:** Rod Robertson called the meeting to order at 6:00 p.m.
- II. **Roll Call of Members:** Kathleen Nahidi conducted the Roll Call of Members.
- III. **Approval of Minutes:** Trasa Cobern moved to approve the minutes of the regular meeting on October 19, 2023. Motion seconded by Doris Young. Motion prevailed by the following vote:

AYES: Cobern, Neace, Robertson, Shori, Smith, Young

NO: None

IV. **Staff Report:**

A. **Director’s Quarterly Participation Report:**

- 1. **Recreation Division:** Kristie Weaver, Assistant Director of Community Services, presented the following Recreation Division statistics for the first quarter of the 2023-24 Fiscal Year:

Recreation Active Members

2,614

Recreation Center Attendance	18,532
Fitness Center Participation	13,116
Classroom Programs-Fall Session 2	209
Winter Basketball League	5
Park Pavilion	72

2. **Senior Division:** Ms. Weaver presented the following Senior Division statistics for the first quarter of the 2023-24 Fiscal Year:

Senior Activities Center Attendance	11,979
Number of Classes Offered	438
Program Attendance	5,813
Fitness Center Participation	5,485
Number of Members	2,024

**B. Special Event Highlights:**

1. **Recreation Division:** Amy Oden, Recreation Manager, presented a recap of recent events:

- The *Hurst Christmas Tree Lighting* event took place on November 28 at the Hurst Conference Center, with approximately 7,250 in attendance.
- The *Pawlday Pics* event was held on December 2 at the Hurst Dog Park. An estimated 70 dogs enjoyed pictures with Santa and a “puppuccino” at the event.
- The *Sensory-Friendly Photo and Breakfast with Santa* event occurred on December 9 at the Hurst Recreation Center. The event included crafts, breakfast, and pictures with Santa.

Ms. Oden presented upcoming Special Events highlights:

- The Hurst Recreation Center will host an Open House on January 20. The event will offer membership specials and drawings and introduce our programs to the public.
  - The annual *Daddy Daughter Dance* is scheduled for February 3 at the Hurst Senior Activities Center.
  - The annual *EggStravaganza* is scheduled on March 19 at Hurst Community Park.
  - A *Sensory-Friendly Egg Hunt* is planned for March 22 at Central Park.
  - The *Doggone Egg Hunt* is scheduled for March 23 at the Hurst Dog Park.
  - The first *Pups and Pints* event will take place on April 6 at the Hurst Dog Park. The event will offer adult beverages, food trucks, and activities for children.
2. **Senior Division:** Lauren Snyder, Senior Activities Center Manager, presented a recap of the Senior Activities Center events.

- The *Veteran's Day Salute* event took place on November 10 with 103 attendees, and 30 veterans were recognized.
- The *Thanksgiving Dessert Buffet* occurred on November 14. One hundred and seven participants enjoyed thirty-seven different desserts at the event.
- The *Santa Photos* event took place on December 19. Fifty-three members and their families enjoyed a picture with Santa.
- The *Black-eyed Pea and Cornbread* event was held on December 29, with 60 attendees.

Ms. Snyder presented upcoming Special Events highlights:

- The *HSAC Memorial* event is planned for January 19.
- The *HSAC Valentine's Dance* will take place on February 15.
- The *Business & Health Expo* event will occur on March 20.
- The annual HSAC Talent Show is scheduled for April 12.

### C. Works in Progress:

1. **TXDOT Green Ribbon Grant Phase 5:** The project is complete. The contractor will continue being responsible for plant maintenance for one year.
2. **TXDOT Hwy 10 Flood Damage:** The plant losses caused by the August 2022 flood along several medians near the Calloway branch have been replaced.
3. **HSAC Foundation Repair:** The plumbing was repaired in the kitchen. However, we discovered substantial tree roots during the repair, which caused the foundation to move. As a result, we will now wait until the summer to level the hallway floor adjacent to the kitchen.
4. **TXDOT Trail Master Plan Grant Application:** TXDOT did not award the City a trails and bikeways master plan grant. It was a very competitive field, with 312 eligible project applications.
5. **Citywide Irrigation Controller Project:** Parks has started replacing the old Hunter irrigation controllers. This work will take approximately one year to complete.
6. **Christmas Lighting Decorations Update:** Parks has converted Christmas Lighting to LED bulbs at the Recreation Center and Library this past holiday season.
7. **Plainview Drive Landscape Replacement:** The extreme winter freezes and drought over the last two years have killed the landscaping along Plainview Drive. To date, Parks has replaced 60% of the landscaping.



8. **Val Oaks and Masonic Lodge Demolition Project:** The 4.5-acre property located at Hurstview Drive and Pipeline and the old Masonic Lodge north of the Recreation Center will be demolished and turned into a temporary green space.
9. **Cotton Belt Trail Bridge Repairs:** All bridge wood planks will be replaced in the spring. The project will take approximately one month to complete.

**D. Staff Activities:**

1. **Personnel Update:** Kristie Weaver reported that Sarah Phipps has accepted a promotional opportunity to work in the City Manager's office in Marketing & Communications, which presents an open position at the Recreation Center for a Marketing Specialist. Kristie also reviewed all open positions for Parks and Aquatics.
2. **Professional Development:** Paul Conca, Parks Superintendant, received the ISA Certified Arborist certification.

**V. Report of the Committee:**

**A. John Butler Memorial Senior Citizen's Banquet**

1. **2023 Event Recap:** Amy Oden reported that the John Butler Memorial Senior Citizen's Banquet was held on December 14 at the Hurst Conference Center. Six hundred and twenty seniors attended the event, which included entertainment, a plated meal, dessert, and a dance floor.
2. **Donation List:** The 2023 Donation List was distributed. Amy Oden suggested acquiring donations as soon as possible for the 2024 event.

**VI. Communications:**

- A. Marketing and Community Comments** Sarah Phipps, Marketing Specialist, presented the marketing update. She reviewed the monthly Park Board Highlights with the Board. She provided examples of recent social media posts and positive feedback from the community.

**VII. Unfinished Business**

None to discuss at this time.

**VIII. New Business:**

- A. Rickel Park Playground Replacement:** Kristie Weaver presented the Rickel Park Playground Replacement plan. She reported that proposals to replace the playground were received from six vendors. The decision was narrowed down to Kraftsman Commercial Playgrounds & Waterparks. Kristie reviewed the cost and the timeline for the replacement.

Leah Smith moved to approve the Rickel Park Playground Replacement Plan. Trasa Cobern seconded the motion. Motion prevailed by the following vote:

AYES: Cobern, Neace, Robertson, Shori, Smith, Young

NO: None

- B. Central Park Master Plan Proposal:** Kyle Gordon recommended that the City enter into an agreement with Dunaway & Associates to develop a high-level Master Plan to create a vision for the future of Central Park and the Hurst Recreation, Tennis and Pickleball, and Aquatics Centers. Mr. Gordon reviewed the amenities that could be included in the Central Park Master Plan. The proposal's scope of services, timeline, and budget were presented.

Trasa Cobern moved to approve the Central Park Master Plan Proposal with Dunaway & Associates. Alan Neace seconded the motion. Motion prevailed by the following vote:

AYES: Cobern, Neace, Robertson, Shori, Smith, Young

NO: None

**IX. Informational Items:**

- A. Aquatics 2024 Season Update:** Zach Tekavec, Recreation Manager, shared a preview of the 2024 Aquatics season. Mr. Tekavec highlighted the 2024 season-opening dates for Chisholm and Central Aquatics Centers, upcoming special events for the season, and recruitment efforts.
- B. Bellaire Park Update:** Kyle Gordon presented the Bellaire Park Update. He stated that the new Bellaire school is complete; classes started in the building after the holiday break. The City has asked the school district to reconnect the sidewalk at Bellaire Park. He also noted that the ballfield at Bellaire Park was used as construction storage; the district has access to the field until September 2024, when it should be cleaned and ready for use by the City.
- C. Hurst Recreation Center Survey Update:** Amy Oden presented the Hurst Recreation Center Survey Update. She noted that 229 residents and nine non-residents have responded to date. She reviewed the comments and positive feedback from the results of the survey.
- D. 2024 Special Event Calendar:** In response to feedback from the Board, Amy Oden presented the 2024 Special Event Calendar. She displayed upcoming events for Hurst Recreation; Lauren Snyder shared events for the Hurst Senior Activities Center, and both noted ways for the Board to participate at each event. In upcoming Board newsletters, opportunities will be presented to help with additional events.

- X. Board Member and Citizen Comments:** Trasa Cobern commended staff for their work that has positively impacted families' lives over the years.

**XI. Adjournment:** Doris Young moved to approve the motion to adjourn the meeting. Motion seconded by Leah Smith. Motion prevailed by the following vote:

AYES: Cobern, Neace, Robertson, Shori, Smith, Young  
NO: None

Rod Robertson adjourned the meeting at 7:12 p.m.

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

APPROVED:

ATTEST:

\_\_\_\_\_  
CHAIRMAN

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

CITY OF HURST

COUNTY OF TARRANT

STATE OF TEXAS

On January 25, 2024, at 5:00 p.m., the Hurst Community Arts and Historic Landmark Preservation Committee of the City of Hurst, Texas, convened in a Regular Meeting at the Library, 901 Precinct Line Road, Hurst, Texas, with the following members present:

Billye Runnels-Jones	)	Chair
Dallas Snow	)	Members
Anne Stimmel		
Janice Pyles-Trostle		
Cyndi Evans		
Nell DeLaughter		
Kyle Gordon	)	Executive Director of Community Services
Hannah Ditgen	)	Community Services Senior Management Assistant
Jesse Loucks	)	Library Director
Paige Lutz	)	Recreation Administrative Assistant

with the following members absent: Mary Wismann, constituting a quorum, at which time the following business was transacted:

**I. Call to Order**

Billye Runnels-Jones called the meeting to order at 5:03 p.m.

**II. Roll Call of Members**

Paige Lutz conducted the Roll Call of Members.

**III. Approval of Minutes**

Janice Pyles-Trostle moved to approve the minutes of the October 26, 2023, regular meeting as written. Motion seconded by Cyndi Evans. Motion prevailed by the following vote:

AYES: Pyles-Trostle, Evans, DeLaughter, Runnels-Jones, Snow, Stimmel

NO: None

**IV. Works in Progress**

**A. Historical Landmark Plaque Replacements:** Kyle Gordon informed the Committee that Staff coordinated with DART/TRE and the Parks Division to install the new Hurst Train Depot and Windmill Park historical landmark plaques. Staff displayed photos for the Committee.

**V. Communications**

- A. Artist Portfolio Letter:** Hannah Ditgen shared that she recently wrote award recognition letters for Destiny Chaney, the only two-time Utility Box Art Project winner to use in her artist portfolio for college applications. Ms. Ditgen noted that Staff is delighted to acknowledge that the Utility Box Art Project is playing a significant role in enhancing artists' resumes, as well as supporting their prospects for college admissions and scholarships.

Dallas Snow joined the meeting at 5:08 p.m.

**VI. Unfinished Business**

None at this time.

**VII. New Business**

**VIII. Informational Items**

**A. Art in Public Places**

- 1. SculptureWorks Pilot Program:** Hannah Ditgen informed the Committee that SculptureWorks is an organization that works in cooperation with the art sculpture community to make art available to the public through library and other public displays. The mutually beneficial program allows artists and SculptureWorks to receive exposure, while the partnering entity gets unique art to display for the community. Currently, the Hurst Public Library is displaying "Golden Morning" by Paul Oestreicher under a 90-day agreement and will consider other potential art displays in the future.
- 2. Phase II Utility Box Art Project Update:** Ms. Ditgen reported that the City's vendor has installed all ten wraps to the designated utility box locations. Staff has met with seven out of the ten artists for photos and will begin the website update once all artists are photographed. Photos were displayed for the Committee.
- 3. Phase 4 Request for Proposal Review:** Ms. Ditgen reviewed the Phase 4 Request for Proposal criteria including program description, theme, location, design considerations, maintenance and durability, and helpful website links. The timeline and budget were displayed for the Committee.

Dallas Snow suggested adding language regarding City ownership of the artwork. Staff replied they would ensure the language was included.

**B. Hurst Oral History Project Update**

1. **Program Update:** Jesse Loucks informed the Committee that the City Videographer has had a slight delay editing Allan Heindel and Allan Weegar's videos. Staff hopes to have Allan Heindel's video for the April meeting.

Mr. Loucks presented conceptual ideas for the Oral History final project which would include a miniseries of short videos that integrates all captured content to date. Paige Lutz distributed tentative topics for the miniseries. Staff requested that the Committee review the topics and provide feedback in April.

Janice Pyles-Trostle suggested to include mentions of Post Oak – Parker Cemetery in the “Early Years and Early Settlers” video. Mr. Loucks noted her feedback.

2. **Video Review:** Mr. Loucks presented the video of Cathy Brotherton to the Committee.

**IX. Other Business**

- A. **Next Regular Meeting Date:** Mr. Gordon stated that the next regularly scheduled meeting is Thursday, April 25, 2024, at 5:00 p.m.

**X. Board Member and Citizen Comments**

Janice Pyles-Trostle wants to spread the word about Post Oak – Parker Cemetery and suggested distributing information to HEBISD teachers. Kyle Gordon said he will share the information with the City Manager who serves on the HEBISD Education Foundation.

Anne Stimmel suggested creating a social media marketing campaign that highlights the Oral History project. Additionally, Ms. Stimmel suggested highlighting the current L.D. Bell High School facility in a short video for the final Oral History project to encapsulate the history before new construction begins.

Kyle Gordon announced that TxDOT contacted Hurst regarding the long-range plans to expand TX-26. Mr. Gordon wanted the Committee to be aware but does not think the project should impact the Utility Box Art Project.

**XI. Adjournment**

There being no further business, the meeting was adjourned by Chair Billye Runnels-Jones at 6:00 p.m.

**COMMUNITY ARTS AND  
HISTORIC LANDMARK  
PRESERVATION COMMITTEE**

January 25, 2024

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

ATTEST:

\_\_\_\_\_  
CHAIR

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

## Future Events Calendar

February 13, 2024

*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>
Thursday, February 29, 2024 6:00 p.m. – 8:00 p.m.	Town Hall Forum, Hurst Conference Center