

IV. STANDARD FORM OF AGREEMENT

AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This agreement is made and entered into this 11th day of May, 2023, by and between the COUNTY OF TARRANT (hereinafter referred to as "OWNER"), acting by and through its duly authorized officer, and 2R Construction Services of the City of Wylie, County of Collin, and State of Texas (hereinafter referred to as "CONTRACTOR").

WITNESSETH: In consideration of the payments and agreements mentioned below, the CONTRACTOR agrees with the OWNER to commence and complete the construction of certain improvements described as follows:

**CDBG – CV ROUND 3: BROWN TRAIL WATER MAIN REPLACEMENT
FROM PIPELINE ROAD TO REDBUD DRIVE
(#B-20-UW-48-0001-36-15)**

**IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS located in the City
of Hurst, Texas (hereinafter referred to as the "Project"),**

and all extra work in connection with the improvements as noted in the terms of both the General Conditions and the Special Conditions of the Agreement. The materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and all other accessories and services necessary to complete the construction shall be at the CONTRACTOR'S own expense. The construction shall be in accordance with the NOTICE TO BIDDERS, CONTRACTOR/SUBCONTRACTOR INFORMATION, PROPOSAL, PERFORMANCE BOND, PAYMENT BOND, MAINTENANCE BOND, CERTIFICATION OF INSURANCE, GENERAL CONDITIONS OF AGREEMENT, SPECIAL CONDITIONS, FEDERAL LABOR STANDARDS, WAGE DECISIONS, LABOR STANDARD AND WAGE DECISION CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION,

HUD HANDBOOK NO. 1300.17, TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS, COPELAND ANTI-KICKBACK ACT, SPECIAL SPECIFICATIONS, SPECIAL MATERIAL AND/OR EQUIPMENT SPECIFICATIONS, E-VERIFY, ANTI-BOYCOTT STATUTES, and the drawings and blueprints as prepared by the OWNER'S engineer; all of which are made a part hereof and collectively evidence and constitute the entire contract (hereinafter "the Contract").

The CONTRACTOR agrees to commence work within ten (10) days from the date agreed to and specified in the "Notice-to-Proceed," and to substantially complete the work within one hundred & twenty (120) calendar days after the date specified in the "Notice-to-Proceed" with construction, subject to such extensions of time as are provided in the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR the amount shown in the PROPOSAL, which forms a part of this Contract, with such payments subject to the General and Special Conditions of the contract. Attachment A. Commissioners Court Communication attached hereto states the funding amount available from all sources.

The CONTRACTOR acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit A, with the Texas Ethics Commission as required by law.

The CONTRACTOR verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017.

Chapters 2271, 2252, and 2274 Texas Government Code Verification.

(a) **Boycott of Israel Prohibited.** In compliance with Section 2271.001 et seq. of the Texas Government Code, Contractor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

(b) **Scrutinized Business Operations Prohibited.** In compliance with Section 2252.151 et seq. of the Texas Government Code, Contractor warrants and represents that: (1) neither Contractor nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Contractor nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Contractor nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Contractor further represents and warrants that neither Contractor nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

(c) **Boycott of Certain Energy Companies Prohibited.** In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Contractor verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

(d) Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Contractor verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.


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 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.

This contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in state court.

Both OWNER and CONTRACTOR agree to abide by all state and federal laws, statutes, and regulations applicable to the completion of the project described.

EXECUTED THIS _____ DAY OF _____, 2023.

TARRANT COUNTY, TEXAS
(OWNER)


2R CONSTRUCTION SERVICES, LLC
(CONTRACTOR)

BY: _____ BY: Raul Canales

COUNTY JUDGE OR
PRESIDING OFFICER

ATTEST: _____ ATTEST: 

FUNDS CERTIFIED AVAILABLE BY:

TARRANT COUNTY AUDITOR

APPROVED AS TO FORM:

CRIMINAL DISTRICT ATTORNEY'S OFFICE*

*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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2R Construction Services
Wylie TX, TX United States

Certificate Number:
2023-1019279

Date Filed:
05/11/2023

Date Acknowledged:
5-11-23

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County Community Development

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

#B-20-UW-48-0001-36-15

Underground Utilities (Water, Sewer, Storm Drainage)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	CANALES, RAUL	Wylie TX, Collin County	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Raul Canales, and my date of birth is _____.

My address is 6428 Alexandra Meadows R. Fort Worth TX 76131 Tarrant.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 11 day of May, 2023.
(month) (year)




Signature of authorized agent of contracting business entity
(Declarant)



April 28, 2023

I, Rita Frick City Secretary for the City of Hurst, Texas, do hereby certify the attached to be true and correct copies of excerpts from the draft minutes of the regular meeting of the Hurst City Council held on Tuesday, April 25, 2023 regarding Agenda Item 10 recommending award of contract and approving funding CDBG – CV Round 3: Brown Trail Water Main Replacement, from Pipeline Road to Redbud Drive, to 2R Construction Services, LLC.

Witness my Hand and the Seal of the City of Hurst, Texas, on this 28th day of April 2023.


Rita Frick, City Secretary

City Council Minutes
Tuesday, April 25, 2023

DRAFT

On the 25th day of April 2023, at 6:30 p.m., the City Council of the City of Hurst, Texas, convened in a regular meeting at City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

Henry Wilson	)	Mayor
Cindy Shepard	)	Mayor Pro Tem
Jon McKenzie	)	Councilmembers
Cathy Brotherton)	
Gary N. Waldron)	
David Booe)	
Clay Caruthers		City Manager
Matthew Boyle	)	City Attorney
Malaika Marion Farmer	)	Assistant City Manager
Clayton Fulton	)	Assistant City Manager
Rita Frick	)	City Secretary
Duane Hengst	)	City Engineer
Kyle Gordon	)	Executive Director of Community Services
Steve Niekamp	)	Police Chief

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

The meeting was called to order at 6:30 p.m. and the Pledge of Allegiance and Texas pledge was given.

Councilmember Gary Waldron gave the Invocation.

CONSENT AGENDA

1. Consider approval of the minutes for the April 11, 2023 City Council meetings
2. Consider Ordinance 2535, second reading, amending Chapter 24 by adding a sentence to Section 24-127; prohibiting parking in a certain area on Redbud Drive near Brown Trail
3. Consider authorizing the city manager to execute Change Order 1 for the 2022 Miscellaneous Water Main Replacement Project

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

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

No: None

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

No: None

OTHER BUSINESS

10. Consider authorizing the city manager to approve funding for CDBG – Cares Act CV - Round 3 Program: Brown Trail Water Main Replacement from Pipeline Road to Redbud Drive

City Engineer Duane Hengst reviewed the CDBG – Cares Act CV - Round 3 Program: Brown Trail Water Main Replacement from Pipeline Road to Redbud Drive noting the City held a public hearing on May 10, 2022, to consider the application, bids were received and opened by Tarrant County with the lowest bid from 2R Construction Services, LLC. He reviewed the pricing and staff's recommendation. In response to Mayor Wilson's question regarding site prep, Mr. Hengst stated he would double check.

Councilmember Brotherton moved to recommend Tarrant County award the Contract for the CDBG – CV Round 3: Brown Trail Water Main Replacement, from Pipeline Road to Redbud Drive, to 2R Construction Services, LLC, in the amount of \$594,752.15 with a 10% contingency of \$59,247.85, for a total of \$654,000.00 with the City being responsible for all project costs over the County CDBG grant amount of \$200,000. Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

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

No: None

11. Consider authorizing the city manager to enter into Agreements for Brookside Center Roof Replacement Project

Executive Director of Community Services Kyle Gordon reviewed the proposed Brookside Center Roof Replacement Project noting the facility has been experiencing intermittent leaks throughout the building since 2019. He explained after numerous attempts to patch the roof, staff partnered with an engineering firm to conduct investigative thermal imaging and infrared analysis. He stated the engineering firm recommended replacement of the entire roof, removal and replacement of the window sealant, and replacement of waterproofing components throughout the building. Mr. Gordon advised bids were solicited and staff recommends Supreme Roofing for the roof system and window sealant replacement and Falkenberg Construction Company, Inc., to make minor cosmetic repairs for a total cost of \$200,620. He stated work will be scheduled around the election cycle.

Councilmember Waldron moved to authorize the city manager to enter into the appropriate agreements to proceed with the Brookside Center Roof Replacement Project, for an amount not to exceed \$200,620. Motion seconded by Councilmember Shepard. Motion prevailed by the following vote:

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

No: None

PUBLIC HEARING(S) AND RELATED ITEM(S)

4. Conduct a public hearing and consider Ordinance 2536, first reading, (SP-2023-00003 Alice Bowie Tattoo), a Special Use Permit for a portion of Lot 2R3, Block A Shady Oaks Addition, being .49 acre located at 401 Bedford Euless Road

Mayor Wilson announced the public hearing and consider Ordinance 2536, first reading, (SP-2023-00003 Alice Bowie Tattoo), a Special Use Permit for a portion of Lot 2R3, Block A, Shady Oaks Addition, being .49 acre located at 401 Bedford Euless Road and recognized Executive Director of Planning and Development Michelle Lazo who noted the applicant is requesting the SUP to add a tattoo studio within her vintage clothing store. She stated the tattoo services would be by appointment only and for clients in her store. Ms. Lazo also noted the lease space is 1,230 square feet and the applicant would like to operate 64 square feet with one chair for tattoo services including a sink and desk. She stated the applicant is not present, but she would try to answer any questions.

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

In response to Council questions, Ms. Lazo stated the City does not have density requirements regarding how many locations are in an area, Tarrant County Health Department will oversee health requirements and there will be no additional signage.

Councilmember McKenzie moved to approve Ordinance 2536, first reading, a Special Use Permit for Alice Bowie Tattoo with the stipulation the floor plan remains as presented. Motion seconded by Councilmember Brotherton. Motion prevailed by the following vote:

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

No: None

PLAT(S) AND RELATED ITEM(S)

5. Consider P-2021-00006 Norwood Plaza Addition, a replat for Lot 6, 7R, and 9, Block A, Norwood Addition to Lots 1 and 2, Block A, Norwood Plaza Addition, being 1.57 acres located at 100 Harrison Lane

Executive Director of Planning and Development Michelle Lazo reviewed the proposed plat to replat Lots 6, 7R, and 9, Block A, Norwood Addition to Lots 1 and 2, Block A, Norwood Plaza Addition, being 1.57 acres located at 100 Harrison Lane. She noted the zoning change and site plan was approved in 2022. She stated Lot 2 will remain the homestead of Richard Norwood and Lot 1 will be developed as Holloway Office Park. Ms. Lazo stated applicant Mark Cyrier is in attendance this evening.

Councilmember Brotherton moved to approve P-2021-00006, a replat for Lot 6, 7R, and 9, Block A, Norwood Addition to Lots 1 and 2, Block A, Norwood Plaza Addition. Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

Ayes: Councilmembers Booe, McKenzie, Brotherton, Waldron and Shepard
No: None

6. Consider authorizing the city manager to enter into a City/Developer Agreement with Norwood Plaza, LLC, allowing a municipal lien to be placed on Lot 1, Block A, Norwood Plaza Addition concerning street and sanitary sewer improvements

City Manager Clay Caruthers reviewed the proposed agreement with Norwood Plaza, LLC, noting this item is associated with the previous agenda item. He explained City policy is to require developers participate in new infrastructure improvements, but in this case the street will probably never continue through. He stated there will be a need for access so instead of escrowing the funds they are asking for the agreement and a lien to be placed on the property for future improvements, if needed.

Councilmember McKenzie moved to authorize the city manager to enter into a City/Developer Agreement with Norwood Plaza, LLC, allowing a municipal lien to be placed on Lot 1, Block A, Norwood Plaza Addition concerning street and sanitary sewer improvements. Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

Ayes: Councilmembers Booe, McKenzie, Brotherton, Waldron and Shepard
No: None

ORDINANCE(S)

7. Consider approval of Ordinance 2537, first reading, amending Chapter 9.5 of the Hurst Code of Ordinances and authorize the City Manager to sign an amended contract with Allied Waste Services of Fort Worth, LLC, a Texas Limited Liability Company, dba Republic Services of Fort Worth, for residential, commercial and industrial trash and residential recycling services

Assistant City Manager Clayton Fulton reviewed the proposed contract noting the current contract with Republic Services is about to term out. Mr. Fulton noted key changes to the proposed contract amendment that includes a 7 year term; current service levels, with rate adjustment, until year-end of 2025; in 2025, service will be converted to automated side load residential polycarts; consideration of a once or twice a week service; option for customers to pay for an additional cart; adjust the annual rate from 3% to 4% with the first rate adjustment November 1, 2023; include a one-time rate increase of 6% in conversion year then revert to a 4% increase; and maintain bulk collection and back door services. He noted staffed reviewed the municipal market and found Hurst has one of the lowest waste service rates in Tarrant County. In response to Councilmember questions, Republic Services representative Jeri Harwell reviewed the various sizes of polycarts available and stated the footprint of the various gallon carts are the same with the mechanical arm adjusting for size. She stated the carts are easier to handle than hauling trash bags to the curb.

Councilmember Waldron moved to approve Ordinance 2537, first reading, amending Chapter 9.5 of the Hurst Code of Ordinances and authorize the city manager to sign an Amended Contract with Allied Waste Services of Fort Worth, LLC, a Texas Limited Liability Company, dba Republic Services of Fort Worth, and a wholly owned subsidiary of Allied Waste Systems Inc., for residential, commercial and industrial trash and residential recycling services. Motion seconded by Councilmember Shepard. Motion prevailed by the following vote:

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

No: None

RESOLUTION(S)

8. Consider approval of Resolution 1834 authorizing the city manager to enter into a Primary Bank Depository Services Agreement

Assistant City Manager Clayton Fulton noted the City's current bank depository services agreement with Wells Fargo will expire in July 2023 and a Request for Application (RFA) was distributed to prepare for a transition, if necessary. He explained the complexity of analysis necessary for the process and that the City enlisted Valley View Consulting, LLC, to assist in evaluating the applications. Mr. Fulton introduced Tim Pinion, Valley View Consulting who reviewed criteria, governing laws, financial institution applications received, summary financial comparison, and their recommendation to enter into a Contract with Wells Fargo bank.

Councilmember McKenzie moved to approve Resolution 1834 authorizing the city manager to enter into a Contract with Wells Fargo Bank, N.A. for Bank Depository Services for the period beginning August 1, 2023 and ending July 31, 2025, with the option to renew for three additional one-year periods. Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

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

No: None

9. Consider approval of Resolution 1835 supporting the TXDOT 2023 Transportation Alternatives Set-Aside (TA) call for projects to develop a Comprehensive Trails Master Plan

Executive Director of Community Services Kyle Gordon reviewed the proposed resolution supporting the grant application to develop a comprehensive trails master plan. Mr. Gordon explained the City completed the first phase of the grant process and this is Phase 2, where the City must support the project and commit to the local match of 20% of the total cost. He stated the estimated cost of the master plan document is \$85,000.

Councilmember Shepard moved to approve Resolution 1835 supporting the TxDOT Transportation Alternatives Set-Aside (TA) call for projects. Motion seconded by Councilmember Waldron. Motion prevailed by the following vote:

Ayes: Councilmembers Booe, McKenzie, Brotherton, Waldron and Shepard
No: None

OTHER BUSINESS

10. Consider authorizing the city manager to approve funding for CDBG – Cares Act CV - Round 3 Program: Brown Trail Water Main Replacement from Pipeline Road to Redbud Drive

City Engineer Duane Hengst reviewed the CDBG – Cares Act CV - Round 3 Program: Brown Trail Water Main Replacement from Pipeline Road to Redbud Drive noting the City held a public hearing on May 10, 2022, to consider the application, bids were received and opened by Tarrant County with the lowest bid from 2R Construction Services, LLC. He reviewed the pricing and staff's recommendation. In response to Mayor Wilson's question regarding site prep, Mr. Hengst stated he would double check.

Councilmember Brotherton moved to recommend Tarrant County award the Contract for the CDBG – CV Round 3: Brown Trail Water Main Replacement, from Pipeline Road to Redbud Drive, to 2R Construction Services, LLC, in the amount of \$594,752.15 with a 10% contingency of \$59,247.85, for a total of \$654,000.00 with the City being responsible for all project costs over the County CDBG grant amount of \$200,000. Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

Ayes: Councilmembers Booe, McKenzie, Brotherton, Waldron and Shepard
No: None

11. Consider authorizing the city manager to enter into Agreements for Brookside Center Roof Replacement Project

Executive Director of Community Services Kyle Gordon reviewed the proposed Brookside Center Roof Replacement Project noting the facility has been experiencing intermittent leaks throughout the building since 2019. He explained after numerous attempts to patch the roof, staff partnered with an engineering firm to conduct investigative thermal imaging and infrared analysis. He stated the engineering firm recommended replacement of the entire roof, removal and replacement of the window sealant, and replacement of waterproofing components throughout the building. Mr. Gordon advised bids were solicited and staff recommends Supreme Roofing for the roof system and window sealant replacement and Falkenberg Construction Company, Inc., to make minor cosmetic repairs for a total cost of \$200,620. He stated work will be scheduled around the election cycle.

Councilmember Waldron moved to authorize the city manager to enter into the appropriate agreements to proceed with the Brookside Center Roof Replacement Project, for an amount not to exceed \$200,620. Motion seconded by Councilmember Shepard. Motion prevailed by the following vote:

Ayes: Councilmembers Booe, McKenzie, Brotherton, Waldron and Shepard
No: None

12. Consider authorizing the city manager to enter into an Annual Contract for pyrotechnic services

Executive Director of Community Services Kyle Gordon reviewed the proposed Contract for Pyrotechnic Services noting staff updated bid specifications with the intent to establish an annual, renewable agreement with a qualified contractor. After a full review, staff determined that Pyro Shows of Texas, Inc., is the qualified bidder, and has an excellent reputation working with the City and within the industry for delivering unique and dynamic firework shows.

Councilmember Brotherton moved to authorize the city manager to enter into a Contract with Pyro Shows of Texas, Inc. for pyrotechnic services with the option to renew annually. Motion seconded by Councilmember McKenzie. Motion prevailed by the following vote:

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

No: None

13. Consider authorizing the city manager to enter into an Annual Contract for Citywide Fence Repair, Rental, and Construction Services

Executive Director of Community Services Kyle Gordon reviewed the proposed contract for citywide fence repair, rental, and construction services noting the different fence components utilized throughout the City. He stated the City advertised and distributed bid documents to fencing businesses in the area, with one company responding. He stated Latham Fence, Inc. has been a contractor for many years, is very responsive and has a reputation for quality and timely workmanship. Mr. Gordon stated the current contract expires in May and costs are funded through operating and project budgets.

Councilmember Shepard moved to authorize the city manager to enter into an Annual Contract with Latham Fence, Inc. for fence repair, rental, and construction services throughout the City, with an option for four additional twelve-month renewals. Motion seconded by Councilmember Waldron. Motion prevailed by the following vote:

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

No: None

14. Consider authorizing the city manager to purchase (1) one ambulance from approved vendors

Assistant City Manager Malaika Marion Farmer reviewed the proposed request to purchase an ambulance noting staff made a request in December, but the company was unable to provide an ambulance. She explained Frazer/Rush Truck Centers submitted a quote for an International CV515 ambulance that will meet the need, but it is approximately \$10,000 more than the previously approved ambulance.

Councilmember Waldron moved to authorize the city manager to purchase (1) one ambulance from approved vendors, in the amount of \$289,928. Motion seconded by Councilmember Shepard. Motion prevailed by the following vote:

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

No: None

DRAFT

15. Review of upcoming calendar items – City Manager Clay Caruthers reviewed the future events calendar provided in the packet.
16. City Council Reports - Items of Community Interest

Mayor Wilson and Councilmember Cathy Brotherton reported on the success of the Hurst Giving Back Program, noting the Veteran homeowner expressed appreciation for assistance with his home repairs and lawn care.

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 TCC students from Ms. Reginald's government class.

ADJOURNMENT – The meeting adjourned at 7:28 p.m.

APPROVED this the 9th day of May 2023.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Henry Wilson, Mayor



May 2, 2022

1:9,028

0 0.05 0.1 0.2 0.2 mi

0 0.1 0.2 0.4 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any count

Project/Regulation Name: HURST B-20-UW-48-0001-36-15

County Department: TARRANT COUNTY COMMUNITY DEVELOPMENT

Contact Person: BRAD HEARNE

Phone Number for Contact Person: 817/850-7961

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attached to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

Yes ☐

No ☒

2. Does the county action limit or restrict a real property right, even partially or temporarily?

Yes ☐

No ☒

If you answer yes to either question, go to Section III. If you answer no to both, STOP HERE and circle SHORT TIA at the top of the form.

TAKINGS IMPACT ASSESSMENT (TIA) CHECKLIST

Attached is the TIA Checklist as preliminarily approved by the District Attorney's Office. Due to both timeliness regulations governing CDBG-CV programs and the problems associated with undertaking public works project in the warmer summer months, a completed preliminary checklist is being submitted to Commissioners Court for approval for this contract. Once the Commissioners Court has approved a written policy, additional documentation will be submitted for the CITY OF HURST, CDBG-CV Project. This project is located entirely within city-owned property (under a dedicated public street).