



**CITY OF HUTCHINS
CITY COUNCIL MEETING
AGENDA**

**Monday, April 15, 2024 at 6:00 PM
City Hall, 321 N. Main Street**

Pursuant to Section 551 of the Texas Government Code, notice is hereby given of a Meeting of the Hutchins City Council to be held on Monday, April 15, 2024, with Work Session beginning at 6:00 p.m. and Regular Meeting beginning at 6:30 p.m. at Hutchins City Hall Council Chambers, 321 N. Main Street, Hutchins, Texas, at which time the following items will be discussed and considered.

City Council Members

Mayor Mario Vasquez
Mayor Pro Tem Steve Nichols
Councilmember Brenda Campbell
Councilmember Dominic Didehbani
Councilmember Raymond Elmore
Councilmember Demarcus Odom

A. WORK SESSION

1. Discuss and consider which firm to lead the rebranding project. Presented by: Katherine Lindsey, Assistant to the City Administrator

B. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

2. Roll Call by Mayor and announce a Quorum

C. INVOCATION AND PLEDGE OF ALLEGIANCE

- D. CITIZEN COMMENTS** - *This agenda item provides an opportunity for citizens to address the City Council on any matter that is not posted on the agenda. Anyone wishing to address the City Council should complete a Citizen Comments Form and submit it to the City Secretary prior to the start of the City Council meeting. There is a three (3) minute time limit for each citizen to speak. However, in accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decision at this time.*

- E. CONSENT AGENDA** - *All items presented in the Consent Agenda require no deliberation by the Council. Each Council member has the opportunity of removing an item from this agenda so that it may be considered separately.*

F. PRESENTATIONS

3. Presenting the Fire Department Annual Report for 2023 Presented by: Stacey Hickson, Fire Chief
4. National Police Week 2024 honoring Law Enforcement Presented by: Steve Perry, Police Chief

G. PUBLIC HEARINGS

5. Conduct a Public Hearing and consider action regarding a request for a 4B project at 101 S IH 45 Suite 1. Presented by Guy Brown, HEDC Executive Director

5A. Open the Public Hearing and receive comments

5B. Discuss and consider Resolution R2024-04-1184 APPROVING A 4B PROJECT FOR THE PURPOSE OF INFRASTRUCTURE IMPROVEMENTS FOR PROPERTY LOCATED AT 101 SOUTH INTERSTATE 45, SUITE 1, HUTCHINS, TEXAS; AUTHORIZING THE HEDC EXECUTIVE DIRECTOR TO EXECUTE THE FINAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

6. Conduct a Public Hearing and consider action regarding a request for a 4B project at 102 W. Palestine. Presented by Guy Brown, HEDC Executive Director

6.A. Open Public Hearing and receive comments.

6.B. Discuss and consider Resolution R2024-04-1185 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING A 4B PROJECT FOR THE PURPOSE OF INFRASTRUCTURE IMPROVEMENTS FOR PROPERTY LOCATED AT 102 WEST PALESTINE STREET, HUTCHINS, TEXAS; AUTHORIZING THE HEDC EXECUTIVE DIRECTOR TO EXECUTE THE FINAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

H. REGULAR AGENDA - *As authorized by Section 551.071 of the Texas Government Code, the City Council reserves the right to convene in Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.*

7. Discuss and consider all matters incident and related to the issuance of the "City of Hutchins, Texas, Tax Note, Series 2024," including the adoption of Ordinance 2024-1191 authorizing the issuance of such tax note. Presented by: Maria Joyner, Director of Finance

8. Discuss and consider Resolution R2024-04-1189 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY AND _____ FOR PROFESSIONAL SERVICES FOR THE REBRANDING INITIATIVE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Katherine Lindsey, Assistant to the City Administrator

9. Authorize the City Administrator to execute all necessary contract documents with Big Sky Construction Company, Inc. for the construction of the City Hall facilities in an amount not to exceed a contract sum of \$14,050,000.00 with a contingency in the amount of \$750,000.00. Presented by: James Quin, City Administrator

10. Discuss and consider Resolution R2024-04-1186 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING BIDS RECEIVED IN ASSOCIATION WITH THE WATERLINE REPLACEMENT PROJECT IN THREE LOCATIONS; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE APPARENT LOW BIDDER S-CO INCORPORATED, IN AN AMOUNT NOT TO EXCEED \$579,078.59; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by Mamun Yusuf, Director of Public Works

11. Discuss and consider Resolution R2024-04-1187 approving and authorizing the City Administrator to negotiate and execute the terms and conditions of the agreement for professional services between the City of Hutchins and Schaumburg and Polk Inc., for the Chatman Street Paving Replacement Project for an amount not to exceed \$139,500.00. Presented by: Mamun Yusuf, Director of Public Works
12. Discuss and consider Resolution R2024-04-1188 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, RESCHEDULING THE MAY 6, 2024, REGULAR CITY COUNCIL MEETING TO MAY 13, 2024, AND CANCELLING THE MAY 20, 2024, REGULAR CITY COUNCIL MEETING; AND PROVIDING AN EFFECTIVE DATE. Presented by: Cynthia Olguin, City Secretary
13. Discuss and consider Ordinance 2024-04-1189 OF THE CITY OF HUTCHINS, TEXAS, AMENDING ORDINANCE 2023-1179 WHICH ADOPTED THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING AMENDED APPROPRIATIONS FOR ALL OF THE FUNDS OF THE CITY; AUTHORIZING THE CITY ADMINISTRATOR TO MAKE ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. Presented by: Maria Joyner, Director of Finance
14. Discuss and consider Ordinance 2024-04-1190 OF THE CITY OF HUTCHINS, TEXAS, AMENDING ORDINANCE NO. 2023-1180 WHICH ADOPTED THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, BY APPROVING ADDITIONAL APPROPRIATIONS FOR THE FUNDING OF THE HUTCHINS ECONOMIC DEVELOPMENT CORPORATION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Maria Joyner, Director of Finance

I. ITEMS OF COMMUNITY INTEREST

15. Town Hall Meeting, Thursday, April 18, 2024, 7:00 pm at Hutchins Community Center, 500 W. Hickman St.

Hutchins May 4, 2024 General Election

Early Voting By Personal Appearance: Hutchins City Hall – Council Chamber, 321 N. Main St., Hutchins, or at any of the Dallas County Elections early voting branch polling places listed on their website at www.dallascountyvotes.org.

Monday-Friday, April 22-26, 2024, from 8:00 a.m. to 5:00 p.m.

Saturday, April 27, 2024, from 7:00 a.m. to 7:00 p.m.

Sunday, April 28, 2024, from 12:00 p.m. to 6:00 p.m.

Monday-Tuesday, April 29-30, 2024, from 7:00 a.m. to 7:00 p.m.

Election Day: May 4, 2024, 7 am – 7 pm Hutchins City Hall – Council Chamber, 321 N. Main St., Hutchins or at any of the Dallas County Elections early voting branch polling places listed on their website at www.dallascountyvotes.org.

Special City Council Meeting, Monday, May 13, 2024, at 6:30 p.m. at Hutchins City Hall Council Chamber, 321 N. Main St. Hutchins.

J. ADJOURN

CERTIFICATION

I certify that a copy of the April 15, 2024, agenda of items to be considered by the Hutchins City Council was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City’s website www.cityofhutchins.org, in accordance with Chapter 551 of the Texas Government Code. Posted on April 12, 2024, before 6:00 p.m.

Cynthia Olguin

Cynthia Olguin
City Secretary



ACCESSIBILITY STATEMENT

The meeting location is wheelchair accessible from the front door. Request for special services must be received at least 48 hours in advance of the scheduled meeting. For assistance, please call the office of the City Secretary at 972-225-6121 or email the City Secretary at colguin@cityofhutchins.org



STAFF REPORT

MEETING DATE: April 15, 2024

MEETING TYPE: City Council

SUBMITTED BY: Katherine Lindsey

AGENDA CAPTION: Discuss and consider which firm to lead the rebranding project. Presented by: Katherine Lindsey, Assistant to the City Administrator

Background Information

The City Council interviewed three firms: North Star Place Branding + Marketing on March 4th BrandEra Inc. on March 18th, and Pavlik and Associates, LP on April 1st. This work session is a time for the Council to do a final review of each firm, taking into consideration their proposed approaches, examples of previous work, and other aspects of their proposals and interviews.

Budget Implications

The total budgeted cost of the project is \$75,000 which includes professional services and production of collateral.

Operational Impact

Choosing the best firm is paramount to ensuring the project’s success and thus betterment of the organization.

Legal Review

NA

Staff Recommendation

NA

Supporting Documentation and Attachments

1. North Star Place Branding + Marketing, Excerpts from Proposal – Examples of Previous Work and Proposed Pricing
2. BrandEra, Excerpts from Proposal – Examples of Previous Work and Proposed Pricing
3. Pavlik and Associates, Excerpts from Proposal – Examples of Previous Work and Proposed Pricing



STAFF REPORT

MEETING DATE: April 15, 2024
MEETING TYPE: City Council
SUBMITTED BY: Stacey Hickson, Fire Chief
AGENDA CAPTION: Presenting the Fire Department Annual Report for 2023
Presented by: Stacey Hickson, Fire Chief

Background Information 2023 Annual Report for Fire Department

Budget Implications None

Operational Impact None

Legal Review No

Staff Recommendation Accept Report

Supporting Documentation and Attachments Power :Point Attached

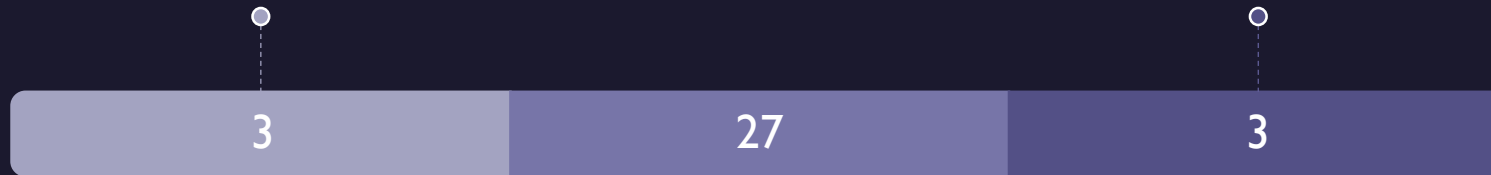


Hutchins Fire Rescue

April 15, 2024

Personnel

- Fire Administration:
 - Chief
 - EMS Captain
 - Fire Inspector



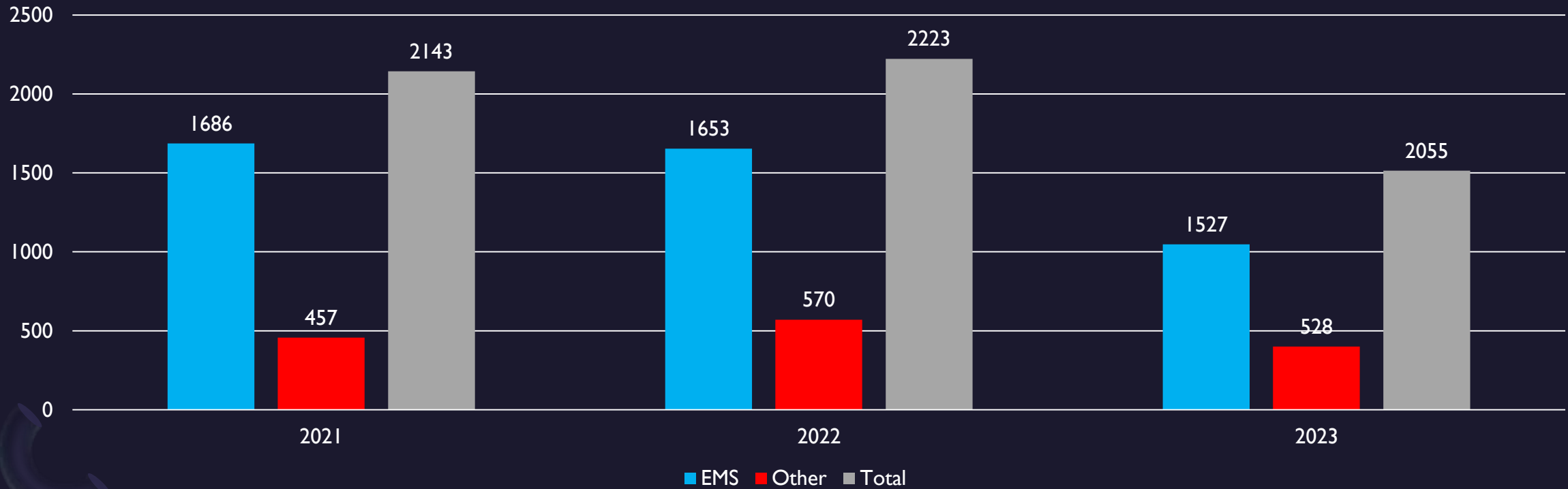
Future Plans for Personnel
3 total Personnel in 2025/2026
Possible SAFER Grant

- 9 Personnel per Shift
- Station 1 (PSB) x 1 Lieutenant & 3 FF's
- Station 2 x 1 Captain & 4 FF's



Hutchins Fire Rescue

EMS and Fire Response 2021-2023





COMMUNITY PROJECTS:

CURRENT:

- National Night Out
- Ride Along Program
- Wellness Checks for Seniors
- Station Tours for Public

FUTURE:

- Touch a Truck (Annually with Atmos)
- Junior Fire Explorer Program
- Take a Student to School Day
- Citizens Public Safety Academy
- Stop the Bleed

Training Initiatives

Specialty Training with EDUCT City's

High Angle Rescue

Swift Water Rescue

Heavy Rescue

Hutchins Fire Rescue Training

Fire Academy for Two Medics

Driver Operator and Aerial Ops

Fire Officer I, II, III, IV

Fire Instructor I, II, III, IV

Public Safety Improvement and Projects

- Council approved \$974,000.00 to fund 700/800 mhz public safety radios for Police and Fire.
- Interlocal agreement with the City of Dallas completed.
- Interoperability radio system equipment delivered.
- Assistance to Firefighters Grant for second set of firefighting gear and wildland/vehicle extrication gear applied for thru FEMA for \$201,000.00.
- New Fire Administration vehicle delivered for EMS Supervisor.



Future Needs



Engine

2025-2026

Replacing 2005
Spartan Fire
Engine



FF/Paramedic

2025-2026

Adding 3
FF/Medics

Safer Grant



Medic 342

2026-2027

Replacing 2018
Ambulance



Booster 342

2027-2028

Replacing 2008
Booster.

Summary

With the city growing and calls expected to increase, the priority for our dept is serving the public at the highest level.

Mission Statement: We continually strive for excellence, guided by principles of trust, integrity, honesty, loyalty, safety, and respect for all."



Thank You

Stacey Hickson – Fire Chief

shickson@cityofhutchins.org

www.cityofhutchins.org

972-225-9901





STAFF REPORT

MEETING DATE: April 15, 2024

MEETING TYPE: Regular Council Meeting

SUBMITTED BY: Steve Perry (Police Chief)

AGENDA CAPTION: National Police week 2024 honoring Law Enforcement
Presented by: Steve Perry, Police Chief

Background Information

In recognition of Police Officers across the Nation Sunday, May 12, 2024 – Sat, May 18, 2024, will be recognized nationally as Police Week. Since the first recorded death of a Police Officer in 1786, there have been more than 23,000 Law Enforcement Officer killed in the line of duty. Currently there are 23,785 names engraved on the National Law Enforcement Wall of honor. Of the Nations 800,000 Law Enforcement Officers in the US, in 2023 there were 136 line of duty deaths, and Texas was the second highest in the nation with 11 Law Enforcement Officer killed in the line of duty. National Police Week pays special recognition to law enforcement Officers who have lost their lives in the line of duty for the safety and protection of others.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

N/A

Supporting Documentation and Attachments

Proclamation

2023 Law Enforcement fatality report

The City of Hutchins

A RESOLUTION OF THE MAYOR & CITY COUNCIL

PROCLAMATION NATIONAL POLICE WEEK MAY 12th through 18th

WHEREAS, the Congress and President of the United States have designated May 16th as Peace Officers' Memorial Day, and the week in which May 12th falls as National Police Week; and

WHEREAS, the members of the Hutchins Police Department play an essential role in safeguarding the rights and freedoms of the City of Hutchins; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the Hutchins Police Department unceasingly provide a vital public service.

NOW, THEREFORE, I, Mario Vasquez, Mayor of the City of Hutchins, call upon all citizens of the City of Hutchins, Texas to observe the week of May 12th through the 18th, 2024, as Police Week. During this week I encourage citizens to join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of the City of Hutchins to observe Wednesday, May 16, 2024, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

Mayor Mario Vasquez

2023 END-OF-YEAR PRELIMINARY LAW ENFORCEMENT OFFICERS FATALITIES REPORT



**NATIONAL LAW ENFORCEMENT OFFICERS
MEMORIAL FUND**

MEMORIAL | MUSEUM | OFFICER SAFETY & WELLNESS

136 LAW ENFORCEMENT OFFICER FATALITIES

According to preliminary data compiled by the National Law Enforcement Officers Memorial Fund (NLEOMF), as of December 31, 2023, **136 federal, state, tribal and local law enforcement officers died in the line-of-duty in 2023.** This is a sizeable decrease of approximately 39% from the 224 officers killed in 2022. The decrease line-of-duty deaths for 2023 is evident in most major categories that are tracked, including another year of substantial reductions in Covid-19 related deaths.

47 officers were shot and killed in the line of duty in 2023. This represents a 25% decrease compared to the 63 officers who were shot and killed in 2022. It also represents a reduction compared to the average of such deaths in the prior decade. From 2010 through the end of 2020, an average of 53 officers were killed each year by felonious assaults involving firearms.

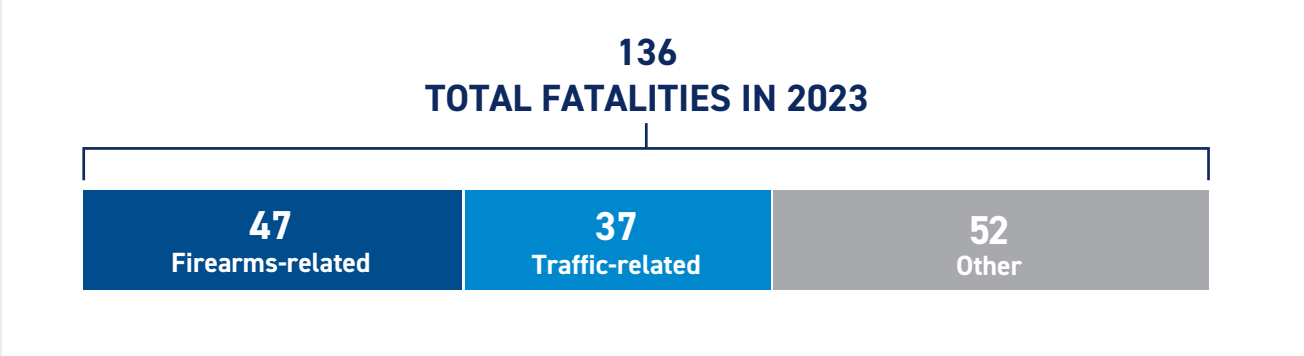
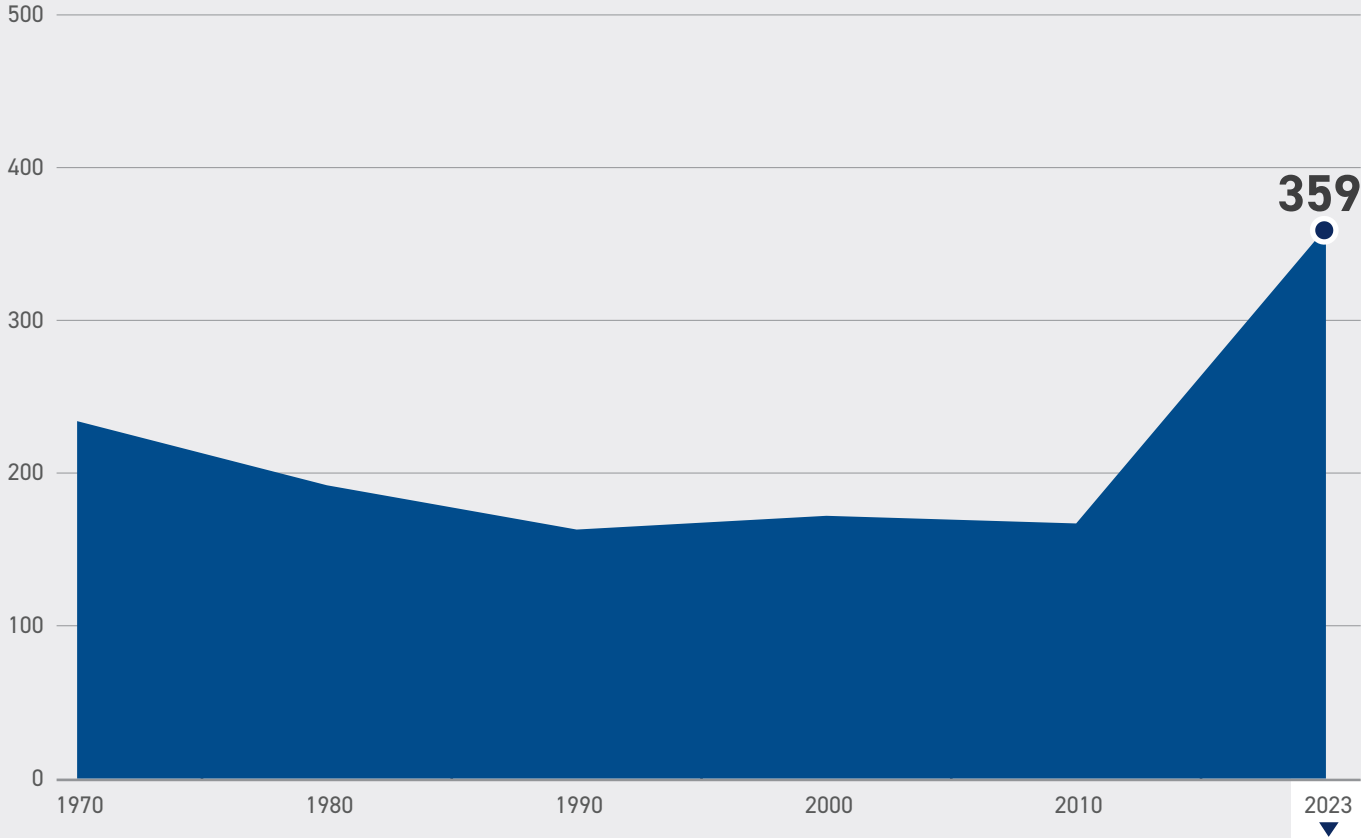
A decrease in traffic-related fatalities in 2023 is also welcome news for law enforcement agencies nationwide. In 2023, 37 officers have died due to traffic-related crashes, such as single-vehicle accidents, vehicle collisions, struck-by incidents, and motorcycle crashes while working along our nation's roadways. These 37 crash-related fatalities are a decrease of 27% compared to the 51 crash-related deaths in 2022.

52 officers died of other causes in 2023, such as falling objects, fire-related incidents, and medical-related illnesses/events including Covid-19, heart attacks and strokes suffered while in the performance of their official duties. This represents a 53% decrease from the 110 officers who died under similar circumstances in 2022.



↓ 39%
Law Enforcement
Line-of-Duty Deaths
Down Approximately
39 Percent in 2023

AVERAGE LAW ENFORCEMENT FATALITIES BY DECADE 1970 - 2023



The data and statistics contained in this report are preliminary and do not represent a final or complete list of individual officers who will be added to the National Law Enforcement Officers Memorial in 2024.

47

FIREARMS-RELATED FATALITIES

Of the 136 law enforcement line-of-duty deaths in 2023, firearms-related fatalities were the leading primary cause of death. While the 47 officers who were shot and killed in 2023 number fewer than the 63 killed by firearms in 2022, the number of men and women who are fatally wounded by gunfire remains a pressing concern for law enforcement personnel.

Forty-seven officers were shot and killed during 2023, compared to 63 such deaths in 2022. Of the 47 firearms fatalities, 9 were attempting to make an arrest, 7 were handling domestic disputes, 6 were investigating suspicious circumstances/ persons, 5 were ambushed, 5 were killed making or attempting to make traffic stops, 5 were killed responding to a robbery/burglary call, and 2 were killed handling disturbance calls. Two officers each were shot while serving warrants and two were shot during tactical situations. One was inadvertently or mistakenly shot during training, one was shot intervening in a crime in progress off duty, and the final 2 were not clearly defined.

Handguns continue to be the leading type of firearm used in fatal shootings of law enforcement officers. In 2023, 25 officers were killed with a handgun. Of the 22 additional officer firearms-related fatalities, 13 were killed with a rifle, 1 was killed by an officer's weapon, and 2 were killed by a shotgun. The type of firearm used in the remaining 6 fatalities is still under investigation or unknown at this time.

Of the 47 firearms-related fatalities in 2023, 8 officers died in July followed by 6 in April, 5 each in May and June, and 4 in February. Three each occurred in January, March, August, October and December. Two each occurred in September and November.

OFFICERS FALLEN: FIREARMS-RELATED



Sergeant **Heather Jayne Glenn**
Tell City, Indiana, P.D.
EOW: JULY 3, 2023

Sergeant Glenn was shot and killed after responding to a domestic violence call. The victim was being treated at a local hospital. While attempting to arrest the suspect, a brief struggle ensued, and the suspect produced a firearm and shot Sergeant Glenn.



Special Agent **Patrick Charles Bauer**
Internal Revenue Service-Criminal Investigation Division
EOW: AUGUST 17, 2023

Special Agent Bauer was inadvertently shot and killed while participating in a departmental firearms and defensive tactics training in Phoenix, Arizona. Agent Bauer was transported to a hospital where he succumbed to his gunshot wound.



Police Officer **Richard Carrero Mendez**
Philadelphia, Pennsylvania, P.D.
EOW: OCTOBER 12, 2023

Police Officer Mendez was shot and killed as he and his partner observed suspects breaking into vehicles. As the officers approached the men, the suspect fired upon the officers. Officer Mendez succumbed to his gunshot wounds and the other officer survived his injuries.



Sergeant **Michael Moran**
Cortez, Colorado, P.D.
EOW: NOVEMBER 29, 2023

Sergeant Moran was shot and killed after conducting a traffic stop because of a reckless driving complaint. The suspects fired upon Sergeant Moran during the stop and fled the scene. Sergeant Moran was transported to a hospital where he succumbed to his gunshot wounds.

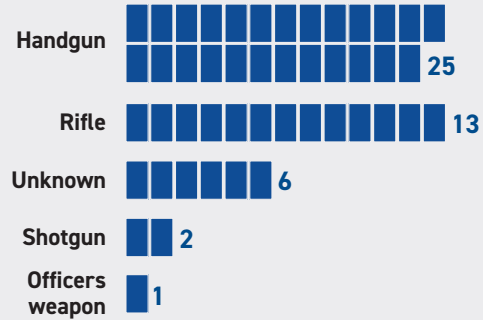
FIREARMS-RELATED FATALITIES

JANUARY 1 THROUGH DECEMBER 31

BY CIRCUMSTANCE



BY FIREARM TYPE



BY MONTH



BY DECADE*



*Average gun fire fatalities per decade

37

TRAFFIC-RELATED FATALITIES

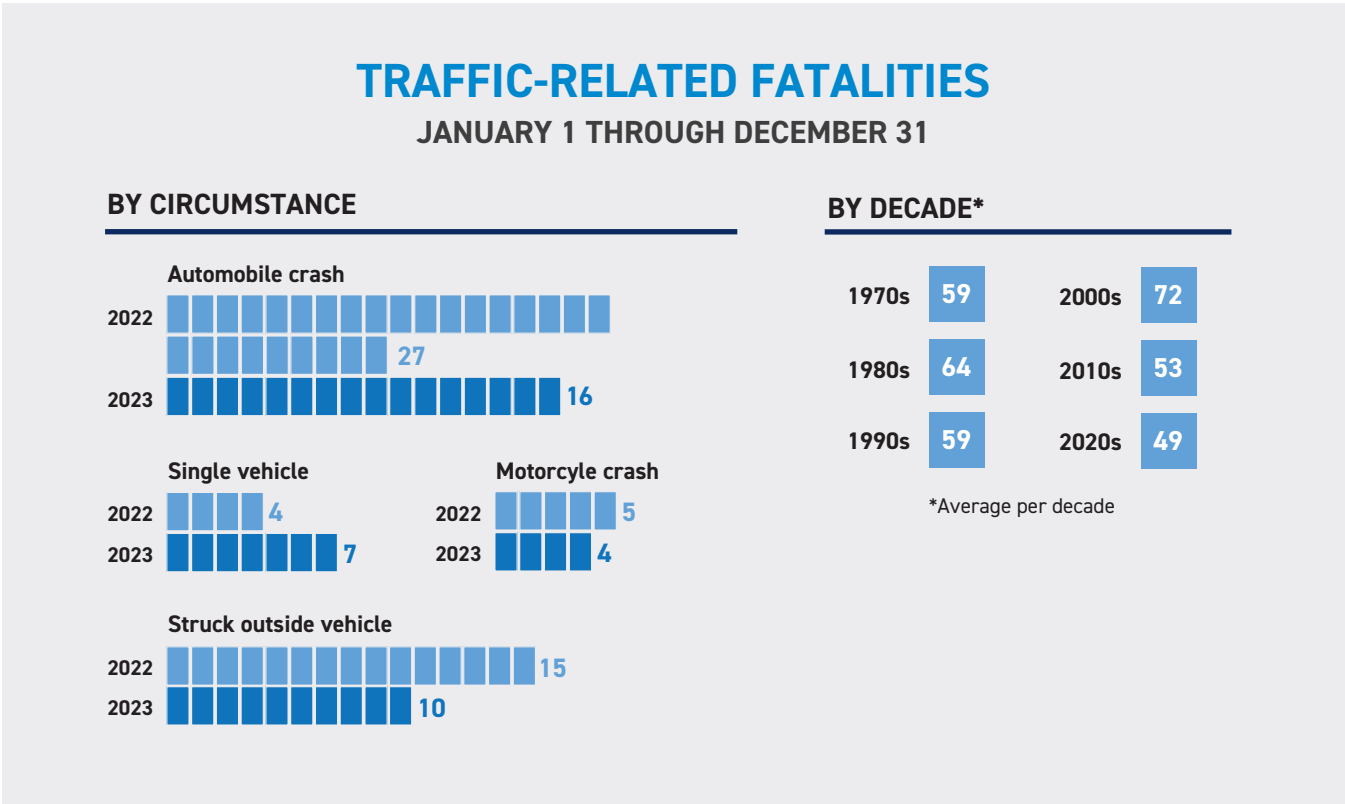
Thirty-seven officers were killed in traffic-related incidents in 2023, compared to 51 in 2022, an overall 27% decrease.

Of the 37 traffic-related fatalities, 23 were killed in automobile crashes and 4 were killed in motorcycle crashes. For the prior year (2022), 31 officers were killed in automobile crashes and 5 died in motorcycle crashes. The 27 total crashes in 2023 represents a 25% decrease compared to 36 in 2022.

The remaining 10 officers were killed in struck-by incidents, where an officer was hit by a vehicle while outside of their patrol vehicle. Many of these fatal struck-by crashes occurred while officers were

investigating motor vehicle crashes or assisting motorists on the side of the road. Ten struck-by fatalities occurred during the 2023, versus 15 during 2022, representing a **33% decrease**. Of note, 4 of the struck-by fatalities in 2023 involved an officer deploying a tire deflation device. [We recently released a report examining the risk of using such devices.](#)

Compared to the average number of traffic-related fatalities per decade, 2023 reverses a trend in prior years with lower deaths compared to the past 10-year average (2010 – 2019). In the prior decade, 53 officers were killed on average each year.



OFFICERS FALLEN: TRAFFIC-RELATED



Police Officer
Anthony John Francone
Pyramid Lake Paiute Tribe,
Nevada, P.D.

EOW: AUGUST 25, 2023

Police Officer Francone was intentionally struck and killed while deploying a tire deflation device during a vehicle pursuit.



Deputy Sheriff II
Auston Smith Reudelhuber
Forsyth County, North Carolina, S.O.

EOW: SEPTEMBER 9, 2023

Deputy Sheriff Reudelhuber was killed in an automobile crash after a truck crossed the center line and struck Deputy Reudelhuber's patrol vehicle. Deputy Reudelhuber was transported to a hospital where he succumbed to his injuries.



Police Officer
Chad Swanson
Manhattan Beach, California, P.D.

EOW: OCTOBER 4, 2023

Police Officer Swanson was enroute to the department when his department issued motorcycle was struck by another vehicle attempting to switch lanes. Officer Swanson was transported to a hospital where he succumbed to his injuries.



Border Patrol Agent
Freddy Ortiz
U.S. Border Patrol

EOW: NOVEMBER 14, 2023

Border Patrol Agent Ortiz was killed in a single vehicle ATV crash, while responding to reports of undocumented immigrants in Douglas, Arizona. Agent Ortiz's ATV left the roadway and struck a utility pole. Agent Ortiz was assigned to the Douglas Station Tucson Sector.

IT IS NOT HOW
THESE OFFICERS DIED
BUT THE WAY THEY LIVED

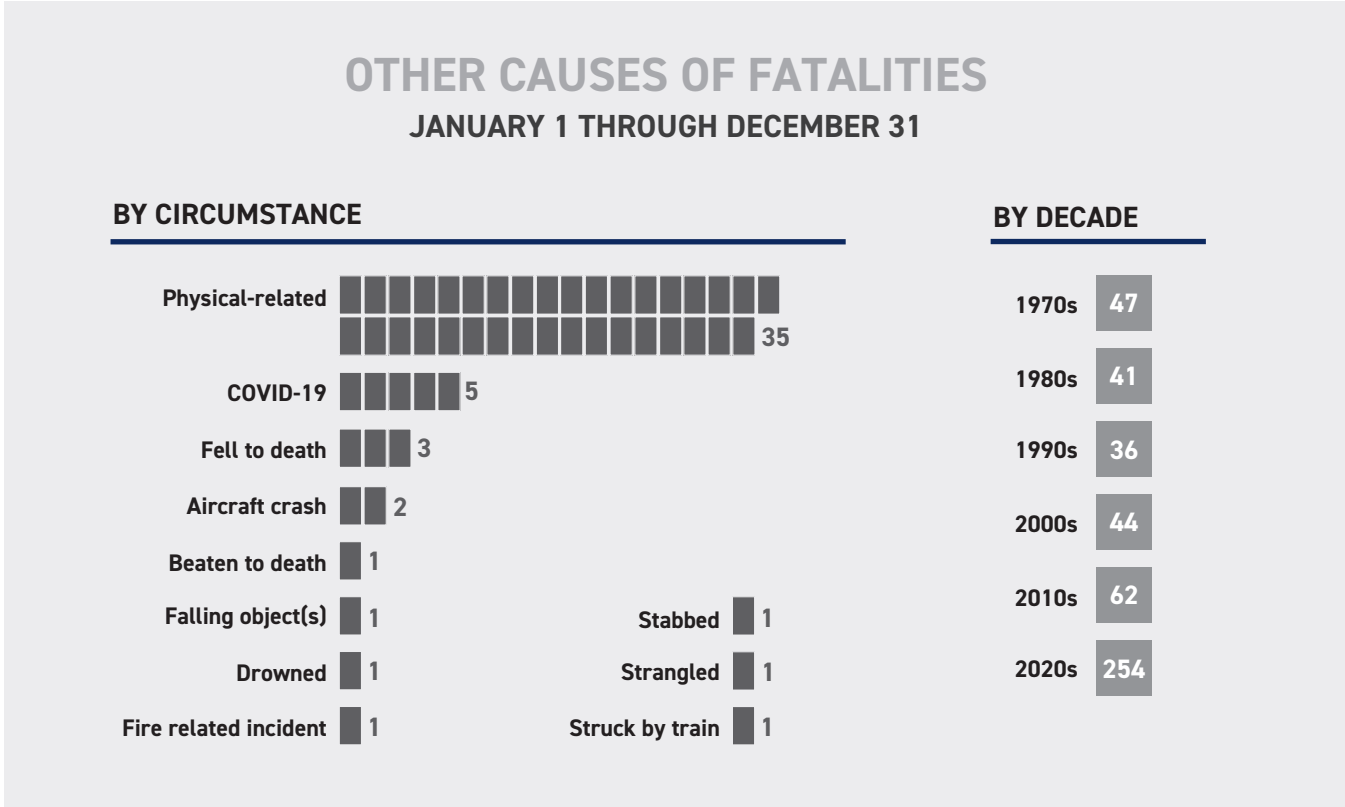
52 OTHER CAUSES AND FATALITIES

The single largest category of officer fatalities in this report, which combines a number of unrelated subcategories, is the 'Other' category. This category contains a wide variety of health-related deaths such as heart attacks, strokes, lingering health effects from the September 11 attacks, and other line-of-duty fatalities. Fifty-two officers are listed under the Other category. The 52 who died in 2023 compared to 110 who died in 2022, and represents a 53% **overall decrease** in 'Other' related line of duty deaths.

In 2022, the largest sub-section of the 'Other' category, and the overall leading cause of death in 2022 and several years prior, was Covid-19-related fatalities. Falling from 74 such deaths in 2022, only 5 officers succumbed to complications from the disease in 2023. The continued and substantial drop in Covid-19 related deaths has thankfully diminished

such deaths to a relatively minor percentage of overall officer fatalities.

Forty-seven additional officers in this category died of other causes not related to Covid-19 during 2023. This compares to 36 similar fatalities last year, representing a **31% increase**. Thirty-five officers succumbed to either job-related illness or a sudden medical event. The health-related illnesses include those involved in the recovery efforts following the terrorist attacks on September 11th. The medical events generally involve heart attacks and strokes suffered as a result of actions taken while on duty. Three officers fell to their death. Two were killed in aircraft crashes. The remaining officers died as a result of one each: beaten to death, being struck by a falling object, drowning, assisting during a fire incident, stabbed to death, strangled to death, and struck by a train.



OFFICERS FALLEN: OTHER CAUSES



Special Agent
Robert Charles Castioni
U.S. Immigration & Customs
Enforcement

EOW: JULY 24, 2023

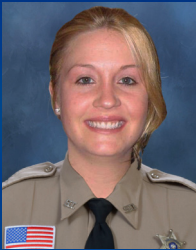
Special Agent Castioni performed duties related to the recovery work after the terrorist attack at the World Trade Center on September 11, 2001. Special Agent Castioni died due to metastatic gastric cancer.



Correctional Officer I
Robert Danforth Clark
Georgia Department of
Corrections

EOW: OCTOBER 1, 2023

Correctional Officer Clark was assaulted by an inmate with a homemade weapon at the Smith State Prison in Georgia. At the time of the attack, Officer Clark was escorting prisoners when one of them attacked him from behind. Officer Clark was transported to a hospital where he succumbed to his wounds.



Deputy Sheriff
Marilyn Anjanette Mayo
St. Tammany Parish,
Louisiana, S.O.

EOW: SEPTEMBER 21, 2023

On June 13, 2007, Deputy Sheriff Mayo and Sergeant Ramier were in a funeral procession for a fellow officer when a pine tree that had been struck by lightning fell on Sergeant Ramier's patrol car during a storm. Sergeant Ramier was killed instantly when the tree struck his police unit and Deputy Mayo suffered a severed spinal cord injury, leaving her paralyzed from the chest down. Deputy Mayo succumbed to her injuries on September 21, 2023.



Sergeant
Russell Earl LaVarl Jones
Pamlico County,
North Carolina, S.O.

EOW: DECEMBER 6, 2023

Sergeant Jones suffered a fatal heart attack after responding to a disruptive inmate at the Pamlico County Detention Center in Bayboro, North Carolina.

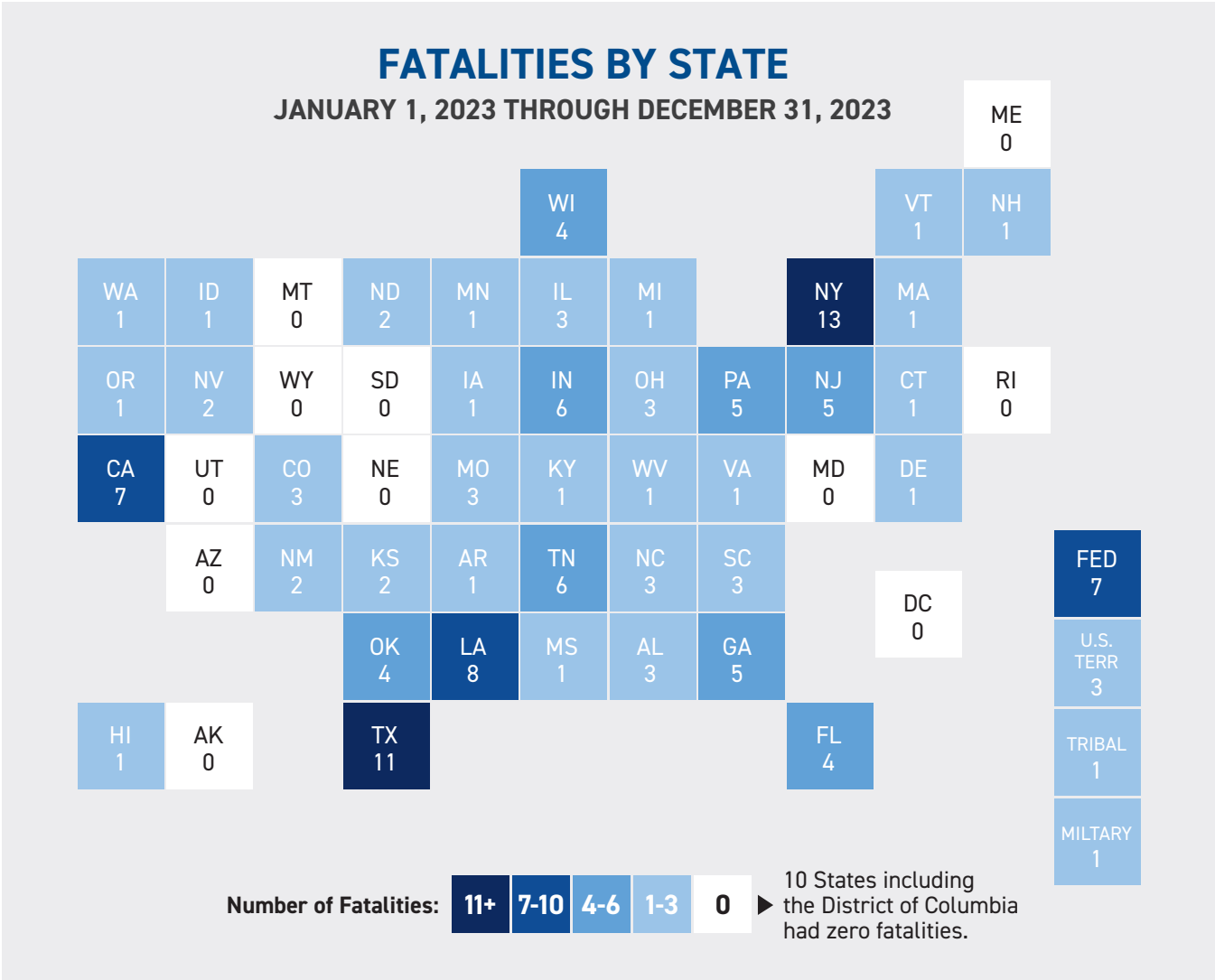


DEMOGRAPHICS OF FATALITIES

In 2023, the states with the most line of duty deaths were New York with 13, Texas with 11, Louisiana with 8. Seven officers were killed in California, and 6 each died in Indiana and Tennessee. Five each died in Florida, Oklahoma, and Wisconsin. Three each died in Alabama, Colorado, Illinois, Missouri, North Carolina, Ohio, South Carolina, and US Territories. In descending order, the following states lost 2 or fewer officers; Kansas, North Dakota, New Mexico, Nevada, Arkansas, Connecticut, Delaware, Hawaii, Iowa, Idaho, Kentucky, Massachusetts, Michigan, Minnesota,

Mississippi, New Hampshire, Oregon, Virginia, Vermont, Washington, West Virginia. Tribal and Military Police agencies lost 1 each. Seven Federal Officers lost their lives in 2023. The states of Alaska, Arizona, Maryland, Maine, Montana, Nebraska, Rhode Island, South Dakota, Utah, and Wyoming did not lose an officer in the line of duty in 2023.

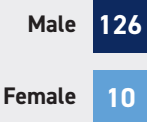
Looking at gender, 126 fallen officers were male and 10 were female. The average age of fallen officers in 2023 was 45 years old, with an average of 15 years of service. On average, each fallen officer left behind two children.



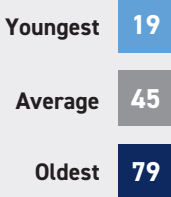
FATALITIES BY DEMOGRAPHIC

JANUARY 1 THROUGH DECEMBER 31

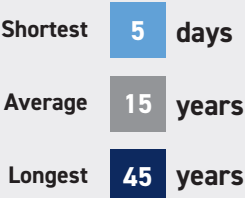
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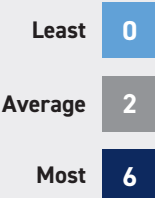
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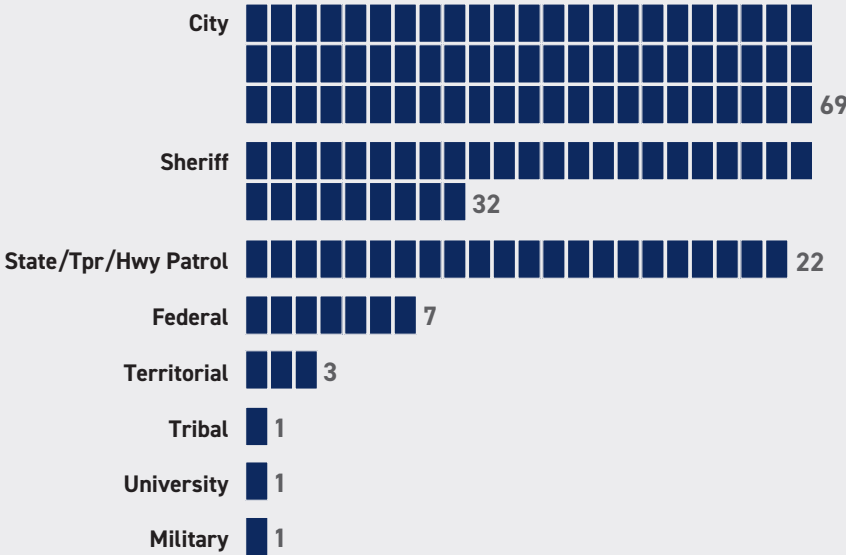
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NUMBER OF CHILDREN



JURISDICTION



NATIONAL LAW ENFORCEMENT OFFICERS MEMORIAL

HONOR, RESPECT, REMEMBER

OFFICIAL NAMES FROM JANUARY 1, 2023 – DECEMBER 31, 2023

A place of honor, the National Law Enforcement Officers Memorial features the names of the Official Line-of-Duty Fallen Heroes who have made the ultimate sacrifice. Here, you may search for those who have been so honored – those whose names are engraved on the Memorial wall to be remembered and revered forever.

Since 1786, more than 23,000 law enforcement officers have died in the line of duty. The National Law Enforcement Officers Memorial ensures that those who gave their lives to protect and serve their communities are remembered for generations to come, while providing a place where survivors can spend a quiet moment paying tribute to their loved ones.

The National Law Enforcement Officers Memorial Fund, the foremost organization that memorializes law enforcement heroes who die in the line of duty, offers an official monthly announcement sharing the number of fallen who have been through our stringent review process. As of December 31, 2023, 151 officers, both recent and historical, have been designated as Official Line-of-Duty Fallen Heroes and will be added to the Memorial in the Spring of 2024.





**NATIONAL LAW ENFORCEMENT OFFICERS
MEMORIAL FUND**

MEMORIAL MUSEUM OFFICER SAFETY & WELLNESS

444 E Street, NW
Washington, DC 20001
www.LawMemorial.org
info@leomf.org



STAFF REPORT

MEETING DATE: April 15, 2024

MEETING TYPE: Hutchins City Council

SUBMITTED BY: Guy Brown

AGENDA CAPTION: Conduct a Public Hearing regarding a request for a 4B project at 101 S IH 45 Suite 1.

Presented by: Guy Brown HEDC Executive Director

Background Information

The HEDC received a request for assistance with a retail project at 101 South Interstate 45, Suite 1. The owner (Pete’s Café) plans on placing a restaurant at the location. The HEDC Board of Directors is recommending an infrastructure grant to assist with cost for a Vent Hood for fire suppression and building safely and other infrastructure items. This is a public hearing; the action item will appear subsequently on this agenda.

Budget Implications

If approved, the cost of the assistance would be derived from the HEDC budget. A grant of \$22,500 was recommended by the HEDC Board of Directors at their March 21, 2024 meeting. The item is now going to the City Council for final approval.

Operational Impact

Operational impact is minimal, the HEDC will release the grant to the business once the terms of the agreement are met.

Legal Review

The City Attorney has drafted an Economic Development Agreement related to the project.

Staff Recommendation

The HEDC Board of Directors is recommending that the City Council hold a public hearing regarding this item.



Public Hearing
101 South Interstate 45 Suite 1
April 15, 2024

101 South Interstate 45

- Pete's Cafe is proposing a restaurant in Suite 1
 - Open 5am - 2pm
 - Breakfast and Lunch
- Existing Location at 3610 Belt Line Rd, Farmers Branch, TX 75234







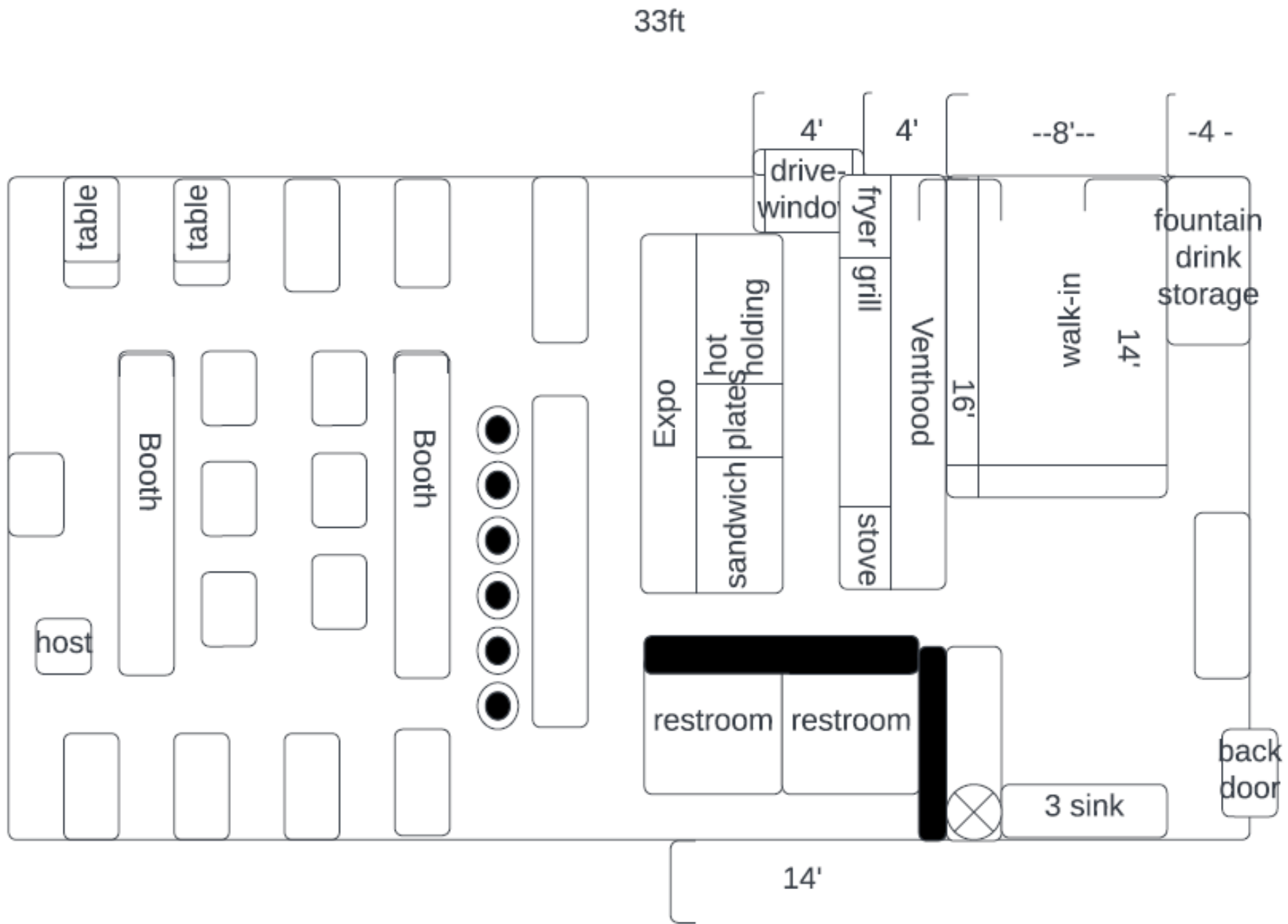
Section G, Item5.











101 South Interstate 45

- Pete's Cafe is proposing a restaurant in Suite 1
 - Open 5am - 2pm
 - Breakfast and Lunch
- Existing Location at 3610 Belt Line Rd, Farmers Branch, TX 75234

Bright GTS

mjbitar1@gmail.com

Ph# 214-991-3383

Date:	<u>03/10/24</u>	Job	<u>Vent Hood</u>
Customer:	<u>Estella</u>	Size	<u>16 Ft</u>
Street:	<u>1011 I-45 site #1</u>	Cell #:	<u>214-502-8669</u>
City/State/Zip:	<u>Hutchins Tx 75141</u>	Email	<u>Ehernandez1848@gmail.com</u>

Contractor hereby submits the following specifications:

This job is to provide 16' Vent Hood Type I installed and operate.

- All stainless steel Hood.
- Light, welded grease holder, S.S Filter.
- Curb for make-up air & exhaust fan, welded plenum duct.
- Stainless steel covers above vent hood (Skirt).
- Blower & Make-up air units without cooling system
- Installation, 2 liars of Fire Wrap.
- Permit & inspection pass included.

Note: this quote does not include fire system (will be quoted separately after set up kitchen equipment under the vent Hood). ; Roof sealing after cutting & installing the exhaust fan & make-up air should be discussed by owner & property owner for the cost. Electrical work will be provide by others

As stated above the specifications we propose to furnish material and labor for the sum of **Nineteen thousand seven hundred sixty Dollars (\$19,760.00)**

Payment schedule as follows: First Payment Upon accepting. **50%.**
 2nd.payment after 1st inspection. **35%.**
 Final after final fire wrap inspection **15%.**

Any alteration or deviation from the above specifications involving extra costs will be executed only upon a written order and will become an extra charge over and above the proposed estimate. All agreements are subject to any strikes, accidents, or delays beyond the contractor's control.

Submitted by: Eng. Majed Bitar 03/10/2024

This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal

As stated in the above specifications, the costs, materials and specifications are satisfactory and are hereby accepted. I authorized the contractor to perform the work as specified and payments will be made as summarize above.

Date: 03/10/2024 job Grease trap
Customer: Estella Spec. 250 Gallons/Plastic
Street: 1011 I-45 Cell #: 214-502-8669
City/State/Zip: Hutcons, TX 75141 Work #: _____

Contractor hereby submits the following specifications as following:

- Provide & place 250 Gallons plastic grease trap tank buried in ground outdoor as per attached drawing..
- Attach pipes to city line and then to inside the building (just pipe no floor sink drain).
- Provide air vent pipes.
- pure concrete after final impaction.
- Inspection.(plumbing permit will be provided by the general contractor).

As stated above to furnish material & labor for the sum of thirteen thousand eight hundred ninety Dollars only.(\$13,890.00).

**Payment schedule as follows: 50% upon excepting the order.
35% after rough inspection.
15% after final inspection only for grease trap.**

Any alteration or deviation from the above specifications involving extra costs will be executed only upon a written order and will become an extra charge over and above the proposed estimate. All agreements are subject to any strikes, accidents, or delays beyond the contractor's control.

Submitted by: Eng,Majed Bitar. 03/10/2024

Customer Signature: _____ Date:

Eligible Costs

- Vent Hood \$ 19,760
- Grease Trap \$ 13,890
- Air Exchange System \$
11,000

HEDC is recommending a grant of \$22,500.



STAFF REPORT

MEETING DATE: April 15, 2024

MEETING TYPE: Hutchins City Council

SUBMITTED BY: Guy Brown

AGENDA CAPTION: Discuss and consider Resolution R2024-04-1184 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING A 4B PROJECT FOR THE PURPOSE OF INFRASTRUCTURE IMPROVEMENTS FOR PROPERTY LOCATED AT 101 SOUTH INTERSTATE 45, SUITE 1, HUTCHINS, TEXAS; AUTHORIZING THE HEDC EXECUTIVE DIRECTOR TO EXECUTE THE FINAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Presented by: Guy Brown HEDC Executive Director

Background Information

This is an Action Item related to the previously held Public Hearing.

The HEDC received a request for assistance with a retail project at 101 South Interstate 45, Suite 1. The owner (Pete’s Café) plans on placing a restaurant at the location. The HEDC Board of Directors is recommending an infrastructure grant to assist with cost for a Vent Hood for fire suppression and building safely and other infrastructure items. This is a public hearing; the action item will appear subsequently on this agenda.

Budget Implications

If approved, the cost of the assistance would be derived from the HEDC budget. A grant of \$22,500 was recommended by the HEDC Board of Directors at their March 21, 2024 meeting. The project is now going to the City Council for final approval.

Operational Impact

Operational impact is minimal, the HEDC will release the grant to the business once the terms of the agreement are met.

Legal Review

The City Attorney has drafted an Economic Development Agreement related to the project.

Staff Recommendation

The HEDC Board of Directors is recommending that the City Council approve the attached agreement.

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R 2024-04-1184**

**A RESOLUTION OF THE HUTCHINS CITY COUNCIL, APPROVING A
4B PROJECT FOR THE PURPOSE OF INFRASTRUCTURE
IMPROVEMENTS FOR PROPERTY LOCATED AT 101 SOUTH
INTERSTATE 45, SUITE 1 IN HUTCHINS.**

WHEREAS, the Hutchins City Council desires to attract new and expand existing businesses in the City of Hutchins that will generate additional property and sales tax revenue for the City of Hutchins; and

WHEREAS, the attraction and expansion of business to the City of Hutchins will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the tax base and economic vitality of the City of Hutchins; and

WHEREAS, the City of Hutchins and the Hutchins Economic Development Corporation (HEDC) have adopted programs for promoting economic development; and

WHEREAS, the HEDC is authorized to provide undertake projects to promote local economic development and to stimulate business and commercial activity in the City of Hutchins; and

WHEREAS, the HEDC Board of Directors and the City Council have determined that entering into the attached agreement with EFJ LLC, a Texas limited liability company, doing business as Pete’s Café (“Company”) will further the objectives of the HEDC, will benefit the City of Hutchins and the City of Hutchins's inhabitants and will promote local economic development and stimulate business and commercial activity in the City of Hutchins;

WHEREAS, the HEDC is authorized pursuant to the Development Corporation Act of 1979, as amended, to stimulate business and commercial activity in the City; and

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

SECTION 1. The Executive Director is hereby authorized to execute the Agreement, which is attached hereto as Exhibit “A,” on behalf of the City of Hutchins EDC.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 15 day of April, 2024.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

EXHIBIT "A"
Agreement between EFJ LLC, a Texas limited liability company, and the HEDC

STATE OF TEXAS §
§ ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
COUNTY OF DALLAS §

This Economic Development Incentive Agreement (“Agreement”) is made by and between the Hutchins Economic Development Corporation, a Type B Sales Tax Corporation (“HEDC”), and EFJ LLC, a Texas limited liability company, doing business as Pete’s Café (“Company”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, Company has leased or intends to lease approximately 2,600 square feet of space located at the Hutchins Plaza Shopping Center located at 101 South Interstate 45, Suite 1, Hutchins, Texas 75141 (the Improvements”), for a period of at least three (3) years (the “Lease”); and

WHEREAS, Company intends to operate Pete’s Café at the Improvements (the “Restaurant”); and

WHEREAS, Company has advised HEDC that a contributing factor that would induce Company to operate the Restaurant at the Improvements would be an agreement by HEDC to provide the Infrastructure Grant (hereinafter defined) to Company to defray a portion of the costs associated with the Infrastructure (hereinafter defined); and

WHEREAS, HEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Chapters 501- 505 of the Texas Local Government Code, as amended (the “Act”) authorizes HEDC to provide economic development grants for the creation and retention of primary jobs that are required for the development of manufacturing and industrial facilities and for infrastructure suitable for new or expanded industrial business enterprises; and

WHEREAS, HEDC has determined that the Infrastructure Grant (hereinafter defined) to be made hereunder is required or suitable to promote or develop manufacturing and industrial facilities, new or expanded business enterprises and constitutes a “project”, as that term is defined in the Act; and

WHEREAS, HEDC has determined that making the Infrastructure Grant to Company in accordance with this Agreement will further the objectives of HEDC, will benefit City and City’s inhabitants and will promote local economic development and stimulate business and commercial activity in City.

NOW THEREFORE, in consideration of the foregoing and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Article I
Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Company’s existence, insolvency, employment of receiver for any part of Company’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Company and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“City” shall mean the City of Hutchins, Texas.

“Commencement of Construction shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Infrastructure; (ii) all necessary permits for the construction of the Infrastructure pursuant to the plans therefore have been issued by all the applicable governmental authorities; and (iii) construction of the Infrastructure has commenced.

“Commencement Date” shall mean the date the certificate of occupancy is issued by the City for the Company’s occupancy of the Improvements following the date of Completion of Construction of the Infrastructure.

“Company” shall mean EFJ LLC, a Texas limited liability company, doing business as Pete’s Café.

“Completion of Construction” shall mean that: (i) substantial completion of the Infrastructure has occurred; and (ii) the City has verified completion of the Infrastructure and issued a certificate of occupancy for Company to occupy the Improvements.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean the third (3rd) anniversary date of the date of Commencement Date.

“Force Majeure” shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Improvements is located that results in a reduction of labor force or work stoppage in order to comply with

local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, in which case the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

“HEDC” shall mean the Hutchins Economic Development Corporation.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company with respect to the Improvements or any property or any business owned by Company within the City.

“Improvements” or “Leased Premises” shall mean approximately 2,600 square feet of space at the Hutchins Plaza Shopping Center located at 101 South Interstate 45, Suite 1, Hutchins, Texas 75141.

“Infrastructure” shall mean a Vent Hood, air exchange system and grease trap to be installed at the Improvements by Company in accordance with plans approved by the City.

“Infrastructure Grant” shall mean an economic development grant to offset the costs of installation of the Infrastructure in an amount not to exceed Twenty-Two Thousand Five Hundred and No/100 Dollars (\$22,500.00), to be paid as set forth herein.

“Lease” shall have the meaning assigned in the Recitals

“Payment Request” shall mean a written request from Company to HEDC for payment of the Infrastructure Grant accompanied by copies of paid invoices, receipts and other evidence of the costs incurred and paid by the Company for the Infrastructure, and such other information as may reasonably be requested by the HEDC.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the HEDC and/or the City and the Company, or any of its affiliated or related entities.

“Required Use” shall mean the continuous occupancy and use of the Improvements for the Restaurant open to the public and serving the citizens of the City.

“Restaurant” shall have the meaning assigned in the Recitals.

**Article II
Term**

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

**Article III
Infrastructure Grant**

3.1 Infrastructure Grant. Subject to the continued satisfaction of all the terms and conditions of this Agreement by Company, and the obligation of Company to repay the Infrastructure Grant pursuant to Section 5.2 hereof, HEDC agrees to provide the Infrastructure Grant to Company within thirty (30) days after HEDC receipt of a Payment Request from Company following the Commencement Date, provided Company has caused Completion of Construction of the Infrastructure. Company may submit the Payment Request to HEDC not earlier than thirty (30) days after the Commencement Date and no later than ninety (90) days thereafter. Failure of Company to timely submit the Payment Request for the Infrastructure Grant shall result in forfeiture of the payment of the Infrastructure Grant by HEDC to Company.

3.2 Current Revenue. The Infrastructure Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by HEDC; provided, however, HEDC agrees during the term of this Agreement to make a good faith effort to appropriate funds to pay the Infrastructure Grant. Consequently, notwithstanding any other provision of this Agreement, HEDC shall have no obligation or liability to pay Infrastructure Grant except as allowed by law.

3.3 Grant Limitations. Under no circumstances shall the obligations of HEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, HEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of the obligations of HEDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

**Article IV
Conditions to Economic Development Grant**

The obligation of HEDC to provide the Infrastructure Grant shall be conditioned upon the compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the following conditions; provided, however, that failure to meet a condition shall not prevent the payment of the Infrastructure Grant prior to the specified deadline for satisfaction of the condition.

4.1 Payment Request. Company shall, as a condition precedent to the payment of the Infrastructure Grant, timely provide HEDC with the Payment Request.

4.2 Good Standing. Company shall not have an uncured breach or default of this Agreement, or a Related Agreement.

4.3 Required Use. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Improvements shall not be used for any purpose other than the Required Use, and the operation and occupancy of the Improvements in conformance with the Required Use shall not cease for more than thirty (30) days, except in connection with and to the extent of an event of Force Majeure.

4.4 Completion of Construction. Company shall, subject to events of Force Majeure, cause Commencement of Construction of the Infrastructure to occur on or before May 1, 2024, and subject to events of Force Majeure, cause Completion of Construction thereof to occur on or before December 31, 2024.

4.5 Continuous Occupancy. Company shall, beginning on the Commencement Date and continuing thereafter until the Expiration Date, continuously lease and occupy the Improvements, and operate the Restaurant.

4.6 Infrastructure to Remain. The Infrastructure following the Completion of Construction of the Infrastructure shall not be removed from the Improvements.

**Article V
Termination; Repayment**

- 5.1 Termination. This Agreement shall terminate upon any one of the following:
- (a) By mutual written agreement of the Parties;
 - (b) Upon the Expiration Date;
 - (c) Upon the date set forth in written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement, or a Related Agreement, and such default or breach is not cured within thirty (30) days after written notice thereof;
 - (d) Upon the date set forth in written notice by HEDC, if Company suffers an event of Bankruptcy or Insolvency;
 - (e) Upon the date set forth in written notice by HEDC, if any Impositions owed to the HEDC or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions); or

(f) Upon the date set forth in written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2. Repayment. In the event the Agreement is terminated by HEDC pursuant to Section 5.1(c), (d), (e), or (f), Company shall immediately repay to HEDC an amount equal to the Infrastructure Grant previously paid by HEDC to Company immediately preceding the date of such termination, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by HEDC) as its prime or base commercial lending rate, from the date on which the Infrastructure Grant is paid by HEDC until such Infrastructure Grant is refunded by Company. The repayment obligation of Company set forth in this section 6.2 hereof shall survive termination.

5.3 Right of Offset. HEDC may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to HEDC from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether the debt due HEDC has been reduced to judgment by a court.

**Article VI
Miscellaneous**

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Company and HEDC, in satisfying the conditions of this Agreement, have acted independently, and HEDC assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless HEDC from all such claims, suits, and causes of actions, liabilities, and expenses, including reasonable attorney’s fees, of any nature whatsoever by a third party arising out of Company’s performance of the conditions under this Agreement.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered:

If intended for HEDC, to:

With a copy to:

Attn: Guy D. Brown
Executive Director
Hutchins Economic Development Corporation
103 W. Palestine Street
P.O. Box 361
Hutchins, Texas 75141

Attn: Peter G. Smith
General Counsel
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

If intended for Company, to:

Before Lease Signing:

Attn: Estela Hernandez, Owner
EFJ LLC, dba Pete’s Café
3410 Beltline Road
Farmers Branch, Texas 75234

After Lease Signing:

Attn: Estela Hernandez, Owner
EFJ LLC, dba Pete’s Café
101 South Interstate 45, Suite 1
Hutchins, Texas 75141

6.5 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.6 Severability. In the event any section, subsection, paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

6.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

6.9 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, 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 Agreement.

6.10 Recitals. The Recitals to this Agreement are hereby incorporated herein.

6.11 Exhibits. Any exhibits to this Agreement are incorporated herein.

6.12 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.13 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.14 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by Company without the prior written consent of the HEDC.

6.15 Employment of Undocumented Workers. During the term of this Agreement Company agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the Infrastructure Grant herein and any other funds received by Company from HEDC as of the date of such violation within thirty (30) days after the date Company is notified by HEDC of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

6.14 Conditions Precedent. This Agreement is subject to, and the obligations of the Parties are expressly conditioned upon Company having entered into the Lease within ninety (90) days after the Effective Date.

[Signature Page to Follow]

EXECUTED on this _____ day of _____, 2024.

HUTCHINS ECONOMIC DEVELOPMENT CORPORATION

By: _____
Guy D. Brown, Executive Director

EXECUTED on this _____ day of _____, 2024.

EFJ LLC, dba PETE'S CAFÉ

By: _____
Estela Hernandez, Owner

101 SI 490
5, 2, 1

Hutchins Economic Development Corporation
PO BOX 361
Hutchins TX 75141
Tax Abatement and Incentive Application

The City of Hutchins and the Hutchins Economic Development Corporation are committed to the promotion and retention of high quality development within the City of Hutchins and to better the quality of life for its citizens. These objectives can often be attained by the enhancement and expansion of the local economy. To meet these objectives, the City of Hutchins and the Hutchins Economic Development Corporation will, on a case-by-case basis, consider providing tax abatements or other economic development incentives to aid in the stimulation of economic development in Hutchins. The City of Hutchins and the Hutchins Economic Development Corporation will give such consideration in accordance with the City of Hutchins Guidelines and Criteria for Tax Abatement and Economic Development Incentives Program.

Nothing herein shall imply or suggest that the City of Hutchins or the Hutchins Economic Development Corporation is under any obligation to provide tax abatements or incentives to any applicant. All applicants and projects shall be considered on a case-by-case basis.

Completion of this application will allow the Hutchins Economic Development Corporation Board of Directors and the City Council for the City of Hutchins to predetermine a satisfactory level of return on investment. The application of a fiscal impact examination is a decision tool, and it is recognized that the guidelines are not all-inclusive.

Any consideration of the use of public resources for a business, regardless of whether they are direct financial investments, abatements, deferred taxes or regulatory considerations, requires that the fiscal impacts be considered as one of the measurement tools used to determine the incentives offered.

In order for the Hutchins Economic Development Corporation to determine the value of a project, it is necessary to obtain certain information. Incomplete applications will not be considered by the Hutchins Economic Development Corporation Board of Directors. Please provide us with the following:

I. Real Property

- 1. Acquisition cost of vacant property (if applicable)\$ N/A
- 2. Acquisition price of an existing land and facility or current taxable value.....\$ N/A
- 3. Total construction budget for new facility.....\$ N/A
 - a. Percent allocated to materials..... N/A
 - b. Percent allocated to soft costs..... _____
(Soft costs are permitting fees, architectural engineering, testing, inspections, environmental studies, developer management fees, legal and audit fees, etc.)
 - c. Percent allocated to labor..... _____
 - e. Percent of construction materials purchased in Hutchins..... _____
 - f. Percent of soft costs purchased in Hutchins..... _____
 - g. Percent of construction workforce residing in Hutchins..... _____

- 4. Appraised Land Value \$ N/A
- 5. Projected appraised value if a new facility \$ _____

II. **Business Personal Property**

- 1. Value of newly purchased furniture and fixtures \$ 50,000 - 70,000⁰⁰
- 2. Value of furniture and fixtures relocated to Hutchins \$ 50,000⁰⁰
- 3. Value of newly purchased machinery and equipment \$ 100,000⁰⁰
- 4. Percent of new machinery and equipment purchased in Hutchins.. unknown
- 5. Value of machinery and equipment relocated to Hutchins \$ 50,000⁰⁰
- 6. Value of inventory as of January 1 each year \$ 25,000⁰⁰
- 7. Value of any freeport property \$ N/A

III. **Sales Tax**

- 1. Annual Amount of Total Sales \$ ~~80,000⁰⁰~~ 940,000⁰⁰
- 2. Annual Amount of sales and use taxes collected and paid to the state \$ 6,000⁰⁰
- 3. Percentage of Sales that are taxable in the City (amount of sales of taxable items that are consummated in the city) \$ 2,000⁰⁰
- 4. Annual Amount of anticipated local sales tax \$ 79,200

IV. **Employee Information**

- 1. Number of existing employees 12
- 2. Average annual wage of existing employees \$ 374,400
- 3. Annual wage growth rate (in %) of existing employees 2% - 3%
- 4. Percentage of existing employees who reside in Hutchins N/A
- 5. Anticipated number of new employees in Year #1 Year #2 Year #3

Exempt Employees	<u>8</u>	<u>3</u>	<u>4</u>
Non Exempt Employees	<u>2</u>	_____	_____
- 6. Average annual wage of new employees (indicate different levels within each category by labeling them as Class 1 or Class 2)

Exempt Employees -	\$ <u>25,000⁰⁰</u>	- <u>35,000⁰⁰</u>
Non Exempt Employees -	\$ <u>50,000⁰⁰</u>	
- 7. Annual wage growth rate (in %) of new employees

Exempt Employees 1 1/6 - 2 1/6
 Non Exempt Employees

V. Operations

1. Total annual operating budget \$ 200,000.00
2. Value of materials purchased for operations
(excluding inventory)..... \$ 100,000.00
3. Percentage of these materials bought in Hutchins.....

4. Average annual cost of each utility
 - a. Electricity \$ 18,000.00
 - b. Telephone \$ 2,400.00
 - c. Cable \$ 1,500.00
 - d. Natural Gas \$ 18,000.00
 - e. Sanitation \$ 4,000.00
 - f. Water & Sewer..... \$ 1,200.00
 - g. Labor \$ 338,000.00
5. Cost of onsite infrastructure..... \$ 60,000.00 +
6. Cost of offsite infrastructure..... \$ 120,000 - 140,000.00

VI. Addition Information
Attach the following information:

1. Site plan and drawings.
2. A map of the facility location.
3. Photo's of similar facilities.
4. A time schedule for undertaking and completing the planned improvements.
5. The company's national industrial classification code _____.

VII. Assurances

The undersigned certifies the following:

1. the information provided above is, to the best of my knowledge, complete and accurate.
2. the undersigned certifies that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker.
3. the undersigned understands that if, after receiving a public subsidy, the business, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Texas Government Code, Section 2264.053, not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the business of the violation.
4. the undersigned has received and read the City of Hutchins Guidelines and Criteria for Tax Abatement and Economic Development Incentives Program.
5. the undersigned understands that failure to comply with the terms and condition of an abatement agreement or incentive agreement may result in the recapture of the full incentive provided by the City of Hutchins and/or the Hutchins Economic Development Corporation related to the proposed project.
6. the undersigned understands that participation in an incentive does not eliminate any obligation to satisfy all the ordinances of the City of Hutchins or any other applicable governmental entity that has jurisdiction regarding this project.
7. the undersigned is authorized in all respects to submit this application behalf of the named company.

Type of Business (corporation, partnership, sole proprietorship): XXXXXXXXXX S-CORP

Name of Company (including d/b/a and assumed or trade names): EFT LLC (DBA: Peter's Cafe)

Mailing Address: 3400 Beltline rd.

City, State & Zip Code: Farmers Branch, Tx 75234

Phone #: 214-502-8618 Fax #: _____

E-Mail Address: ehernandez21848@gmail.com

Name (Please Print): Estela Hernandez

Title: owner

Estela Hernandez
Signature

03/05/2024
Date

Bright GTS

mjbitar1@gmail.com

Ph# 214-991-3383

Date:	<u>03//10/24</u>	Job	<u>Vent Hood</u>
Customer:	<u>Estella</u>	Size	<u>16 Ft</u>
Street:	<u>1011 I-45 site #1</u>	Cell #:	<u>214-502-8669</u>
			<u>Ehernandez1848@</u>
City/State/Zip:	<u>Hutchins Tx 75141</u>	Email	<u>gmail.com</u>

Contractor hereby submits the following specifications:

This job is to provide 16' Vent Hood Type I installed and operate.

- All stainless steel Hood.
- Light, welded grease holder, S.S Filter.
- Curb for make-up air & exhaust fan, welded plenum duct.
- Stainless steel covers above vent hood (Skirt).
- Blower & Make-up air units without cooling system
- Installation, 2 liars of Fire Wrap.
- Permit & inspection pass included.

Note: this quote does not include fire system (will be quoted separately after set up kitchen equipment under the vent Hood). ; Roof sealing after cutting & installing the exhaust fan & make-up air should be discussed by owner & property owner for the cost. Electrical work will be provide by others

As stated above the specifications we propose to furnish material and labor for the sum of **Nineteen thousand seven hundred sixty Dollars (\$19,760.00)**

Payment schedule as follows: Fist Payment Upon accepting. **50%.**
2Nd.payment after 1st inspection. **35%.**
Final after final fire wrap inspection **15%.**

Any alteration or deviation from the above specifications involving extra costs will be executed only upon a written order and will become an extra charge over and above the proposed estimate. All agreements are subject to any strikes, accidents, or delays beyond the contractor's control.

Submitted by: Eng. Majed Bitar 03/10/2024

This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal

As stated in the above specifications, the costs, materials and specifications are satisfactory and are hereby accepted. I authorized the contractor to perform the work as specified and payments will be made as summarize above.

Customer Signature: _____ Date: _____

Bright GTS mjbitar1@gmail.com Ph# 214-991-3383

Date:	<u>03/10/2024</u>	job	<u>Grease trap</u>
Customer:	<u>Estella</u>	Spec.	<u>250 Gallons/Plastic</u>
Street:	<u>1011 I-45</u>	Cell #:	<u>214-502-8669</u>
City/State/Zip:	<u>Hutcins, TX 75141</u>	Work #:	<u></u>

Contractor hereby submits the following specifications as following:

- Provide & place 250 Gallons plastic grease trap tank buried in ground outdoor as per attached drawing..
- Attach pipes to city line and then to inside the building (just pipe no floor sink drain).
- Provide air vent pipes.
- pure concrete after final impaction.
- Inspection.(plumbing permit will be provided by the general contractor).

As stated above to furnish material & labor for the sum of thirteen thousand eight hundred ninety Dollars only.(\$13,890.00).

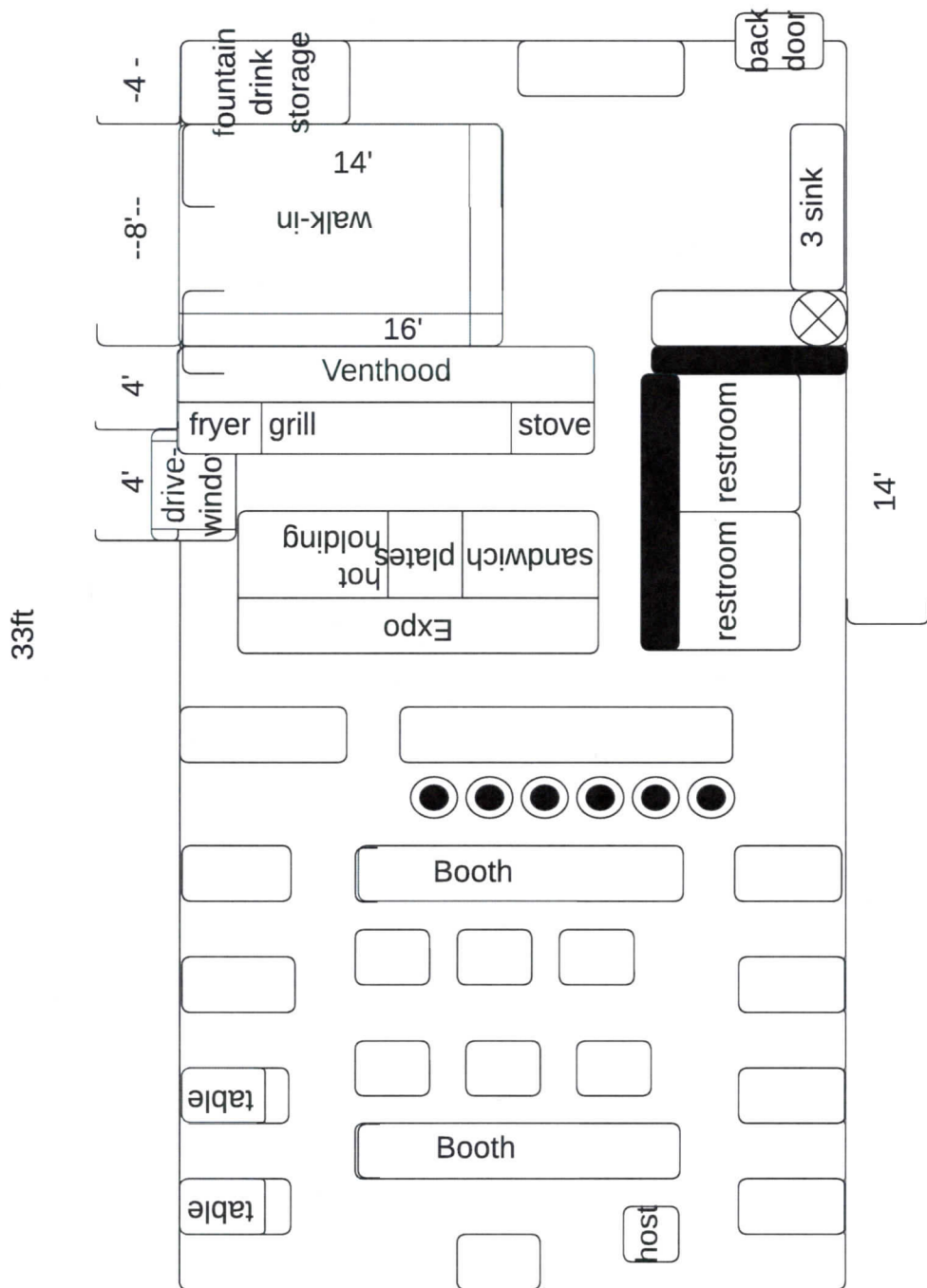
**Payment schedule as follows: 50% upon excepting the order.
35% after rough inspection.
15% after final inspection only for grease trap.**

Any alteration or deviation from the above specifications involving extra costs will be executed only upon a written order and will become an extra charge over and above the proposed estimate. All agreements are subject to any strikes, accidents, or delays beyond the contractor's control.

Submitted by: Eng,Majed Bitar. 03/10/2024

Customer Signature: _____ Date: _____







STAFF REPORT

MEETING DATE: April 15, 2024

MEETING TYPE: Hutchins City Council

SUBMITTED BY: Guy Brown

AGENDA CAPTION: Conduct a Public Hearing regarding a request for a 4B project at 102 West Palestine.

Presented by: Guy Brown HEDC Executive Director

Background Information

The HEDC received a request for assistance with a retail project at 102 West Palestine. The owner of Marigold’s Florist (Miriam Carmona) proposes a flower shop at the location. The HEDC Board of Directors is recommended a grant to assist with the cost of a Point-of-Sale System and Signage at the location. This is a public hearing; the action item will appear subsequently on this agenda.

Budget Implications

If approved, the cost of the assistance would be derived from the HEDC budget. A grant of \$1,200 was recommended by the HEDC Board of Directors at their March 21, 2024, meeting. The item is now going to the City Council for final approval. After the HEDC acted, the applicant revised her request and is asking the council to approve an amount of \$3,400, due to unforeseen plumbing issues at the location.

Operational Impact

Operational impact is minimal, the HEDC will release the grant to the business once the terms of the agreement are met.

Legal Review

The City Attorney has drafted an Economic Development Agreement related to the project.

Staff Recommendation

The HEDC Board of Directors is recommending that the City Council hold a public hearing regarding this item.



Public Hearing
102 West Palestine Street
April 15, 2024

102 West Palestine

- Miriam Carmona (Marigold Flowers) is proposing placing her Flower Shop at 102 West Palestine
- Currently in process of remodel of 102 West Palestine.
- She is requesting assistance with a Point-of-Sale System, Signage and .
- At the March 21st HEDC Meeting the Board of Directors recommended a \$1,200 Grant.
- Subsequent to the HEDC Meeting the Applicant uncovered a plumbing issue and is revising their request to \$3,400







Marigold Flowers Eligible Costs

- Point of Sale Computer \$
649
- Sign \$1,232
- Plumbing Issue \$2,200

- HEDC recommended an Economic Development Grant in the amount of \$1,200
- The Applicant has revised her request to \$3,400



STAFF REPORT

MEETING DATE: April 15, 2024

MEETING TYPE: Hutchins City Council

SUBMITTED BY: Guy Brown

AGENDA CAPTION: Discuss and consider Resolution R2024-04-1185 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING A 4B PROJECT FOR THE PURPOSE OF INFRASTRUCTURE IMPROVEMENTS FOR PROPERTY LOCATED AT 102 WEST PALESTINE STREET, HUTCHINS, TEXAS; AUTHORIZING THE HEDC EXECUTIVE DIRECTOR TO EXECUTE THE FINAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Presented by: Guy Brown HEDC Executive Director

Background Information

This is the Action Item related to the Public Hearing held previously.

The HEDC received a request for assistance with a retail project at 102 West Palestine. The owner of Marigold’s Florist (Miriam Carmona) proposes a flower shop at the location. The HEDC Board of Directors is recommending a grant to assist with the cost of a Point-of-Sale System and Signage at the location. This is a public hearing; the action item will appear subsequently on this agenda.

Budget Implications

If approved, the cost of the assistance would be derived from the HEDC budget. A grant of \$1,200 was recommended by the HEDC Board of Directors at their March 21, 2024, meeting. After the HEDC acted, the applicant revised her request and is asking the council to approve an amount of \$3,400, due to unforeseen plumbing issues at the location. The item is now going to the City Council for final consideration.

Operational Impact

Operational impact is minimal, the HEDC will release the grant to the business once the terms of the agreement are met.

Legal Review

The City Attorney has drafted an Economic Development Agreement related to the project.

Staff Recommendation

The HEDC Board of Directors is recommending that the City Council approve the attached Economic Development Grant Agreement.

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R 2024-04-1185**

**A RESOLUTION OF THE HUTCHINS CITY COUNCIL, APPROVING A
4B PROJECT FOR THE PURPOSE OF INFRASTRUCTURE
IMPROVEMENTS FOR PROPERTY LOCATED AT 101 SOUTH
INTERSTATE 45, SUITE 1 IN HUTCHINS.**

WHEREAS, the Hutchins City Council desires to attract new and expand existing businesses in the City of Hutchins that will generate additional property and sales tax revenue for the City of Hutchins; and

WHEREAS, the attraction and expansion of business to the City of Hutchins will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the tax base and economic vitality of the City of Hutchins; and

WHEREAS, the City of Hutchins and the Hutchins Economic Development Corporation (HEDC) have adopted programs for promoting economic development; and

WHEREAS, the HEDC is authorized to provide undertake projects to promote local economic development and to stimulate business and commercial activity in the City of Hutchins; and

WHEREAS, the HEDC Board of Directors and the City Council have determined that entering into the attached agreement with Miriam Carmona, doing business as Marigold Florist, a sole proprietorship will further the objectives of the HEDC, will benefit the City of Hutchins and the City of Hutchins's inhabitants and will promote local economic development and stimulate business and commercial activity in the City of Hutchins;

WHEREAS, the HEDC is authorized pursuant to the Development Corporation Act of 1979, as amended, to stimulate business and commercial activity in the City; and

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

SECTION 1. The Executive Director is hereby authorized to execute the Agreement, which is attached hereto as Exhibit “A,” on behalf of the City of Hutchins EDC.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 15th day of April 2024.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

EXHIBIT "A"
Agreement between Miriam Carmona, doing business as Marigold Florist, a sole proprietorship and the HEDC

STATE OF TEXAS §
§ ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
COUNTY OF DALLAS §

This Economic Development Incentive Agreement (“Agreement”) is made by and between the Hutchins Economic Development Corporation, a Type B Sales Tax Corporation (“HEDC”), and Miriam Carmona, doing business as Marigold Florist, a sole proprietorship (“Company”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, Company has leased or intends to lease approximately 1,000 square feet of space located at 102 West Palestine, Hutchins, Texas 75141 (the Improvements”), for a period of at least three (3) years (the “Lease”); and

WHEREAS, Company intends to operate Marigold’s Florist shop at the Improvements (the “Shop”); and

WHEREAS, Company has advised HEDC that a contributing factor that would induce Company to operate the Shop at the Improvements would be an agreement by HEDC to provide the Infrastructure Grant (hereinafter defined) to Company to defray a portion of the costs associated with the Infrastructure (hereinafter defined); and

WHEREAS, HEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Chapters 501- 505 of the Texas Local Government Code, as amended (the “Act”) authorizes HEDC to provide economic development grants for the creation and retention of primary jobs that are required for the development of manufacturing and industrial facilities and for infrastructure suitable for new or expanded industrial business enterprises; and

WHEREAS, HEDC has determined that the Infrastructure Grant (hereinafter defined) to be made hereunder is required or suitable to promote or develop manufacturing and industrial facilities, new or expanded business enterprises and constitutes a “project”, as that term is defined in the Act; and

WHEREAS, HEDC has determined that making the Infrastructure Grant to Company in accordance with this Agreement will further the objectives of HEDC, will benefit City and City’s inhabitants and will promote local economic development and stimulate business and commercial activity in City.

NOW THEREFORE, in consideration of the foregoing and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Article I
Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Company’s existence, insolvency, employment of receiver for any part of Company’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Company and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“City” shall mean the City of Hutchins, Texas.

“Commencement of Construction shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Infrastructure; (ii) all necessary permits for the construction of the Infrastructure pursuant to the plans therefore have been issued by all the applicable governmental authorities; and (iii) construction of the Infrastructure has commenced.

“Commencement Date” shall mean the date the certificate of occupancy is issued by the City for the Company’s occupancy of the Improvements following the date of Completion of Construction of the Infrastructure.

“Company” shall mean Marigold Florist, a sole proprietorship.

“Completion of Construction” shall mean that: (i) substantial completion of the Infrastructure has occurred; and (ii) the City has verified completion of the Infrastructure and issued a certificate of occupancy for Company to occupy the Improvements.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean the third (3rd) anniversary date of the date of Commencement Date.

“Force Majeure” shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Improvements is located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of

supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, in which case the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

“HEDC” shall mean the Hutchins Economic Development Corporation.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company with respect to the Improvements or any property or any business owned by Company within the City.

“Improvements” or “Leased Premises” shall mean approximately 1,000 square feet of space at 102 West Palestine, Hutchins, Texas 75141.

“Infrastructure” shall mean an Exterior Sign and Point of Sale System to be installed at the Improvements by Company in accordance with plans approved by the City.

“Infrastructure Grant” shall mean an economic development grant to offset the costs of installation of the Infrastructure in an amount not to exceed One Thousand Two Hundred and No/100 Dollars (\$1,200.00), to be paid as set forth herein.

“Lease” shall have the meaning assigned in the Recitals

“Payment Request” shall mean a written request from Company to HEDC for payment of the Infrastructure Grant accompanied by copies of paid invoices, receipts and other evidence of the costs incurred and paid by the Company for the Infrastructure, and such other information as may reasonably be requested by the HEDC.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the HEDC and/or the City and the Company, or any of its affiliated or related entities.

“Required Use” shall mean the continuous occupancy and use of the Improvements for the Shop open to the public and serving the citizens of the City.

“Shop” shall have the meaning assigned in the Recitals.

**Article II
Term**

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

**Article III
Infrastructure Grant**

3.1 Infrastructure Grant. Subject to the continued satisfaction of all the terms and conditions of this Agreement by Company, and the obligation of Company to repay the Infrastructure Grant pursuant to Section 5.2 hereof, HEDC agrees to provide the Infrastructure Grant to Company within thirty (30) days after HEDC receipt of a Payment Request from Company following the Commencement Date, provided Company has caused Completion of Construction of the Infrastructure. Company may submit the Payment Request to HEDC not earlier than thirty (30) days after the Commencement Date and no later than ninety (90) days thereafter. Failure of Company to timely submit the Payment Request for the Infrastructure Grant shall result in forfeiture of the payment of the Infrastructure Grant by HEDC to Company.

3.2 Current Revenue. The Infrastructure Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by HEDC; provided, however, HEDC agrees during the term of this Agreement to make a good faith effort to appropriate funds to pay the Infrastructure Grant. Consequently, notwithstanding any other provision of this Agreement, HEDC shall have no obligation or liability to pay Infrastructure Grant except as allowed by law.

3.3 Grant Limitations. Under no circumstances shall the obligations of HEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, HEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of the obligations of HEDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

**Article IV
Conditions to Economic Development Grant**

The obligation of HEDC to provide the Infrastructure Grant shall be conditioned upon the compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the following conditions; provided, however, that failure to meet a condition shall not prevent the payment of the Infrastructure Grant prior to the specified deadline for satisfaction of the condition.

4.1 Payment Request. Company shall, as a condition precedent to the payment of the Infrastructure Grant, timely provide HEDC with the Payment Request.

4.2 Good Standing. Company shall not have an uncured breach or default of this Agreement, or a Related Agreement.

4.3 Required Use. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Improvements shall not be used for any purpose other than the Required Use, and the operation and occupancy of the Improvements in conformance with the Required Use shall not cease for more than thirty (30) days, except in connection with and to the extent of an event of Force Majeure.

4.4 Completion of Construction. Company shall, subject to events of Force Majeure, cause Commencement of Construction of the Infrastructure to occur on or before May 1, 2024, and subject to events of Force Majeure, cause Completion of Construction thereof to occur on or before December 31, 2024.

4.5 Continuous Occupancy. Company shall, beginning on the Commencement Date and continuing thereafter until the Expiration Date, continuously lease and occupy the Improvements, and operate the Shop.

**Article V
Termination; Repayment**

5.1 Termination. This Agreement shall terminate upon any one of the following:

- (a) By mutual written agreement of the Parties;
- (b) Upon the Expiration Date;
- (c) Upon the date set forth in written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement, or a Related Agreement, and such default or breach is not cured within thirty (30) days after written notice thereof;
- (d) Upon the date set forth in written notice by HEDC, if Company suffers an event of Bankruptcy or Insolvency;
- (e) Upon the date set forth in written notice by HEDC, if any Impositions owed to the HEDC or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions); or
- (f) Upon the date set forth in written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2. Repayment. In the event the Agreement is terminated by HEDC pursuant to Section 5.1(c), (d), (e), or (f), Company shall immediately repay to HEDC an amount equal to the

Infrastructure Grant previously paid by HEDC to Company immediately preceding the date of such termination, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by HEDC) as its prime or base commercial lending rate, from the date on which the Infrastructure Grant is paid by HEDC until such Infrastructure Grant is refunded by Company. The repayment obligation of Company set forth in this section 6.2 hereof shall survive termination.

5.3 Right of Offset. HEDC may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to HEDC from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether the debt due HEDC has been reduced to judgment by a court.

Article VI
Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Company and HEDC, in satisfying the conditions of this Agreement, have acted independently, and HEDC assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless HEDC from all such claims, suits, and causes of actions, liabilities, and expenses, including reasonable attorney’s fees, of any nature whatsoever by a third party arising out of Company’s performance of the conditions under this Agreement.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered:

If intended for HEDC, to:

With a copy to:

Attn: Guy D. Brown
Executive Director
Hutchins Economic Development Corporation
103 W. Palestine Street
P.O. Box 361
Hutchins, Texas 75141

Attn: Peter G. Smith
General Counsel
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

If intended for Company, to:

Atm: Miriam Carmona, Owner
Marigold Florist
102 West Palestine
Hutchins, Texas 75141

6.5 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.6 Severability. In the event any section, subsection, paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

6.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

6.9 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, 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 Agreement.

6.10 Recitals. The Recitals to this Agreement are hereby incorporated herein.

6.11 Exhibits. Any exhibits to this Agreement are incorporated herein.

6.12 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.13 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.14 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by Company without the prior written consent of the HEDC.

6.15 Employment of Undocumented Workers. During the term of this Agreement Company agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the Infrastructure Grant herein and any other funds received by Company from HEDC as of the date of such violation within thirty (30) days after the date Company is notified by HEDC of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

6.14 Conditions Precedent. This Agreement is subject to, and the obligations of the Parties are expressly conditioned upon Company having entered into the Lease within ninety (90) days after the Effective Date.

[Signature Page to Follow]

EXECUTED on this _____ day of _____, 2024.

HUTCHINS ECONOMIC DEVELOPMENT CORPORATION

By: _____
Guy D. Brown, Executive Director

EXECUTED on this _____ day of _____, 2024.

MARIGOLD FLORIST

By: _____
Miriam Carmona, Owner



12714 Lake June Road
 Balch Springs, TX 75180
 (214) 200-6116
 usplumbingrepairs@gmail.com

Section G, Item 6.

Estimate

ESTIMATE#	1041035234
DATE	04/05/2024
PO#	

CUSTOMER
Miriam Carmona 102 W Palestine St Hutchins Texas 75141-3078 (903) 467-9228

SERVICE LOCATION
102 W Palestine St Hutchins Texas 75141-3078

DESCRIPTION	
The \$2200 price covers labor, materials, and city inspection to install a drainage for a sink that will be placed next to the wall. Excavation is not included in this price. This price only applies if the client is going to excavate the area where the new drainage will be installed on their own.	
If excavation is required, the above price will increase by \$1,500.	

Estimate			
Description	Qty	Rate	Total
QUOTED JOB QUOTED \$2200 without excavation	1.00	2,200.00	2,200.00

CUSTOMER MESSAGE

Estimate Total: \$2,200.00

PRE-WORK SIGNATURE

Signed By:



12714 Lake June Road
 Balch Springs, TX 75180
 (214) 200-6116
 usplumbingrepairs@gmail.com

Section G, Item 6.

Estimate

ESTIMATE#	1041035234
DATE	04/05/2024
PO#	

CUSTOMER
Miriam Carmona 102 W Palestine St Hutchins Texas 75141-3078 (903) 467-9228

SERVICE LOCATION
102 W Palestine St Hutchins Texas 75141-3078

DESCRIPTION
The \$2200 price covers labor, materials, and city inspection to install a drainage for a sink that will be placed next to the wall. Excavation is not included in this price. This price only applies if the client is going to excavate the area where the new drainage will be installed on their own. If excavation is required, the above price will increase by \$1,500.

Estimate			
Description	Qty	Rate	Total
QUOTED JOB QUOTED \$2200	1.00	2,200.00	2,200.00
QUOTED JOB Including excavation	1.00	1,500.00	1,500.00

CUSTOMER MESSAGE

Estimate Total: \$3,700.00

PRE-WORK SIGNATURE

Signed By:

Hutchins Economic Development Corporation
PO BOX 361
Hutchins TX 75141
Tax Abatement and Incentive Application

The City of Hutchins and the Hutchins Economic Development Corporation are committed to the promotion and retention of high quality development within the City of Hutchins and to better the quality of life for its citizens. These objectives can often be attained by the enhancement and expansion of the local economy. To meet these objectives, the City of Hutchins and the Hutchins Economic Development Corporation will, on a case-by-case basis, consider providing tax abatements or other economic development incentives to aid in the stimulation of economic development in Hutchins. The City of Hutchins and the Hutchins Economic Development Corporation will give such consideration in accordance with the City of Hutchins Guidelines and Criteria for Tax Abatement and Economic Development Incentives Program.

Nothing herein shall imply or suggest that the City of Hutchins or the Hutchins Economic Development Corporation is under any obligation to provide tax abatements or incentives to any applicant. All applicants and projects shall be considered on a case-by-case basis.

Completion of this application will allow the Hutchins Economic Development Corporation Board of Directors and the City Council for the City of Hutchins to predetermine a satisfactory level of return on investment. The application of a fiscal impact examination is a decision tool, and it is recognized that the guidelines are not all-inclusive.

Any consideration of the use of public resources for a business, regardless of whether they are direct financial investments, abatements, deferred taxes or regulatory considerations, requires that the fiscal impacts be considered as one of the measurement tools used to determine the incentives offered.

In order for the Hutchins Economic Development Corporation to determine the value of a project, it is necessary to obtain certain information. Incomplete applications will not be considered by the Hutchins Economic Development Corporation Board of Directors. Please provide us with the following:

I. Real Property

- 1. Acquisition cost of vacant property (if applicable)\$ n/a
- 2. Acquisition price of an existing land and facility or current taxable value..... \$ Low
- 3. Total construction budget for new facility.....\$ Low
 - a. Percent allocated to materials..... _____
 - b. Percent allocated to soft costs..... _____
(Soft costs are permitting fees, architectural engineering, testing, inspections, environmental studies, developer management fees, legal and audit fees, etc.)
 - c. Percent allocated to labor..... _____
 - e. Percent of construction materials purchased in Hutchins..... _____
 - f. Percent of soft costs purchased in Hutchins..... _____
 - g. Percent of construction workforce residing in Hutchins..... _____

102 West Palastin

- 4. Appraised Land Value\$ _____
- 5. Projected appraised value if a new facility \$ _____

II. Business Personal Property

- 1. Value of newly purchased furniture and fixtures\$ 5,000
- 2. Value of furniture and fixtures relocated to Hutchins\$ _____
- 3. Value of newly purchased machinery and equipment\$ 5,000
- 4. Percent of new machinery and equipment purchased in Hutchins.. _____
- 5. Value of machinery and equipment relocated to Hutchins \$ _____
- 6. Value of inventory as of January 1 each year\$ 5,000
- 7. Value of any freeport property\$ _____

III. Sales Tax

- 1. Annual Amount of Total Sales\$ 60,000
- 2. Annual Amount of sales and use taxes collected and paid to the state..... \$ 3,750
- 3. Percentage of Sales that are taxable in the City (amount of sales of taxable items that are consummated in the city).....\$ 1,200
- 4. Annual Amount of anticipated local sales tax\$ _____

IV. Employee Information

- 1. Number of **existing** employees..... 1
- 2. Average annual wage of **existing** employees.....\$ _____
- 3. Annual wage growth rate (in %) of **existing** employees..... _____
- 4. Percentage of **existing** employees who reside in Hutchins..... 1
- 5. Anticipated number of **new** employees in..... Year #1 Year #2 Year #3
 - Exempt Employees _____
 - Non Exempt Employees..... _____
- 6. Average annual wage of **new** employees (indicate different levels within each category by labeling them as Class 1 or Class 2)
 - Exempt Employees –..... \$ _____
 - Non Exempt Employees –..... \$ _____
- 7. Annual wage growth rate (in %) of **new** employees

Exempt Employees
Non Exempt Employees

V. Operations

- 1. Total annual operating budget\$ 60,000
- 2. Value of materials purchased for operations
(excluding inventory)..... \$ 5,000
- 3. Percentage of these materials bought in Hutchins.....

- 4. Average annual cost of each utility
 - a. Electricity\$ 2,400
 - b. Telephone\$ 2,400
 - c. Cable\$ 1,500
 - d. Natural Gas\$ n/a
 - e. Sanitation\$ 2,000
 - f. Water & Sewer.....\$ 1,200
 - g. Labor\$ n/a
- 5. Cost of onsite infrastructure.....\$ 3,000
- 6. Cost of offsite infrastructure.....\$ _____

VI. Addition Information

Attach the following information:

- 1. Site plan and drawings.
- 2. A map of the facility location.
- 3. Photo's of similar facilities.
- 4. A time schedule for undertaking and completing the planned improvements.
- 5. The company's national industrial classification code _____.

VII. Assurances

The undersigned certifies the following:

1. the information provided above is, to the best of my knowledge, complete and accurate.
2. *the undersigned certifies that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker.*
3. *the undersigned understands that if, after receiving a public subsidy, the business, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Texas Government Code, Section 2264.053, not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the business of the violation.*
4. the undersigned has received and read the City of Hutchins Guidelines and Criteria for Tax Abatement and Economic Development Incentives Program.
5. the undersigned understands that failure to comply with the terms and condition of an abatement agreement or incentive agreement may result in the recapture of the full incentive provided by the City of Hutchins and/or the Hutchins Economic Development Corporation related to the proposed project.
6. the undersigned understands that participation in an incentive does not eliminate any obligation to satisfy all the ordinances of the City of Hutchins or any other applicable governmental entity that has jurisdiction regarding this project.
7. the undersigned is authorized in all respects to submit this application behalf of the named company.

Type of Business (corporation, partnership, sole proprietorship): sole proprietorship
 Name of Company (including d/b/a and assumed or trade names): Mangold's Florist
 Mailing Address: 102 W Palestine
 City, State & Zip Code: Hutchins, TX 75141
 Phone #: 214-377-7221 Fax #: _____
 E-Mail Address: mangoldsflo@aol.com
 Name (Please Print): Miniam Carmona
 Title: owner

Miniam Carmona
 Signature

3/13/24
 Date

Created Date: 3/8/2024

DESCRIPTION: AG- DiBond on Stand Off Building Signage ** Non-Electrical Options **

Bill To: Marigold's Florist
102 W. Palestine St.
Hutchins, TX 75141
US

Installed: Marigold's Florist
102 W. Palestine St.
Hutchins, TX 75141
US

Requested By: Miriam Cormona
Email: marigoldsflorist@yahoo.com
Work Phone: (903) 467-9228

Salesperson: Alex Garcia
Email: alex.garcia@fastsigns.com
Cell Phone: 214-864-4454

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	24" x 48" DiBond with UV Laminated Glossy Vinyl Lettering Applied. Includes 6 Silver Stand Offs. Option Size 1 Above Door	1	\$330.70	\$330.70
1.1.1	Dibond 3mm - Text: Logo			
1.1.2	Laminate - Glossy -			
1.2	Silver Stand-Offs 5/8" (standard size) -			
2	24" x 96" DiBond with UV Laminated Glossy Vinyl Lettering Applied. Includes 6 Silver Stand Offs. Option Size 2 Above Window	1	\$548.18	\$548.18
2.1.1	Dibond 3mm - Text: Logo			
2.1.2	Laminate - Glossy -			
2.2	Silver Stand-Offs 5/8" (standard size) -			
3	Sign Permit Required By City.	1	\$75.00	\$75.00
3.1	Permit - Price subject to change based on actual cost of permit once approved and billed by the city.			
4	Permit Acquisition	1	\$199.00	\$199.00
4.1	Permit Acquisitions - Coordinate with city pre-production to verify compliance with sign regulations. Includes conducting sign code research, filing applications, and submitting sign drawings/specs. Customer is responsible for acquiring any needed landlord approvals prior to the start of the permit process.			
5	Convert Logo to Usable Vector Artwork	1	\$34.99	\$34.99
5.1	Convert logo to useable vector format. -			
6	Installation	1	\$276.33	\$276.33

6.1 Standard Installation -

Section G, Item6.

Text:

Installation of Dibond sign on stand
off on brick building.

Subtotal: \$1,464.20

Taxes: \$98.19

Grand Total: \$1,562.39

Estimate valid for 30 days. Product summaries are intended as general descriptions only; actual specs and guarantees are not included on this document. Turnaround times are estimates. Sign warranties and care instructions are available upon request. Signs designed for temporary, short-term use cannot be warranted. All sales are final. Fees apply to cancelled orders, rescheduled installations, and any undisclosed product or installation conditions.

Signature: _____ **Date:** _____

FASTSIGNS is independently owned & operated.



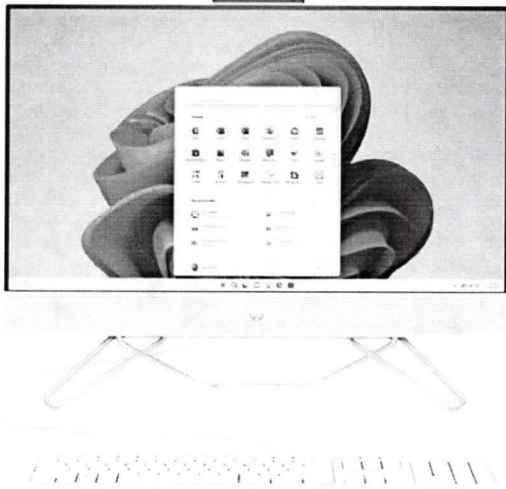
Best Buy > Computers & Tablets > Desktop & All-in-One Computers > All Desktops > All-in-One Computers > Touch-Screen All-in-One Computers



+ 9 more



1 Video



HP - 23.8" Full HD Touch-Screen All-in-One - Intel Core i3 - 8GB Memory - 512GB SSD - Starry White

Model: 24-cb1124 SKU: 6554768

4.8 (259 Reviews) | 39 Answered Questions

\$649.99 or **\$54.17/mo.***
suggested payments with 12-Month Financing
[Show me how >](#)

Free 6-month security software A \$29.99 value

Hot offer You're going to need Word, Excel, and PowerPoint

Open-Box: from \$452.99

Protect your computer
[\(2,866\)](#)

Accidental Geek Squad Protection | [What's Included](#)
[Terms & Conditions](#)

No Plan	1-Year \$109.99 About \$9.17/mo.	2-Year \$154.99 About \$6.46/mo.	3-Year \$189.99 About \$5.28/m
		Most Popular	

Pickup
[Choose a store for pickup availability.](#)

Shipping
[Enter zip code for shipping availability](#)

Highlights

Intel 12th Generation Core i3
Processor Model

Budget **Low** Medium High

- Entry level processor
- Good for everyday tasks
- Supports music and video play

Why is the processor important?

8 gigabytes
System Memory (RAM)

Low **Medium** Hi

- Handles heavy applicati
- Great for advanced gam

How much RAM do I need?

Add to Cart



Show Full Specs





STAFF REPORT

MEETING DATE: April 15, 2024

MEETING TYPE: City Council

SUBMITTED BY: Maria Joyner, Director of Finance

AGENDA CAPTION: Discuss and consider all matters incident and related to the issuance of the “City of Hutchins, Texas, Tax Note, Series 2024,” including the adoption of Ordinance 2024-____ authorizing the issuance of such tax note.

Presented by: Maria Joyner, Director of Finance

Background Information

This item will award a tax note issuance to fund projects (the “Projects”) of not to exceed \$4,620,000 according to the plan of finance presented to City Council on March 18, to the optimum bidder. Major projects funded under this issuance include the following:

New City Hall FF&E	1,300,000
New City Hall - Building Related	1,200,000
Engineering & Design Cost	500,000
New City Hall Capital Related	388,488
SUV Tahoe (3)	210,000
Bldg. Inspection Truck & Other	100,000
1 Administrative Vehicle for EMS Division	40,327
Other Projects Less Than \$100,000	761,185
Bond Issuance Cost	120,000
TOTAL	<u>\$ 4,620,000</u>

The projects associated with this Tax Note were included in the **2024 Adopted Budget**. During the **December 4, 2023**, City Council meeting the Council approved a Reimbursement Resolution that included the projects associated with this Tax Note. The purpose of a reimbursement resolution was to allow for advanced moneys used for the acquisition of vehicles, equipment and other project related expenditures incurred prior to the closing of any (tax-free) financing to be reimbursed from the financing proceeds.

The financing plan for the Tax Notes was presented by Jim Sabonis with Hilltop Securities during the **March 8, 2024**, City Council meeting.

The proposed Tax Notes presented tonight finalizes this process. A representative with the City's Financial Advisory Firm, Hilltop Securities, will provide an overview all of bids received and will recommend award to the best proposal.

Budget Implications

The preliminary amount of the tax note is \$4,620,000 which includes budgeted cost of issuance as well as tax note proceeds to fund the Projects. These funds will be paid from debt assigned to the interest and sinking (I&S) portion of the ad valorem tax rate.

Operational Impact

The proposed Tax Note will not impact the City's existing debt service tax rate.

Legal Review

N/A

Staff Recommendation

Approval of ordinance 2024 - _____

Supporting Documentation and Attachments

ORD 2024- HUTCHINS TAX NOTE 2024 - Ordinance with Exhibits

CERTIFICATE FOR ORDINANCE

No. _____

THE STATE OF TEXAS §

COUNTY OF DALLAS §

We, the undersigned officers of the City of Hutchins, Texas (the “City”), hereby certify as follows:

1. The City Council of the City convened in a regular meeting (the “Meeting”) on April 15, 2024, at the regular meeting place, within the City, and the roll was called of the duly constituted officers and members of the City Council, to wit:

- | | |
|-------------------|---------------|
| Mario Vasquez | Mayor |
| Steve Nichols | Mayor Pro Tem |
| Raymond Elmore | Councilmember |
| Demarcus Odom | Councilmember |
| Dominic Didehbani | Councilmember |
| Brenda Campbell | Councilmember |

and all of such persons were present, except thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

AN ORDINANCE AUTHORIZING AND ORDERING THE ISSUANCE OF CITY OF HUTCHINS, TEXAS LIMITED TAX NOTE, SERIES 2024; SPECIFYING THE TERMS AND FEATURES OF SUCH NOTE; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID NOTE; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

(the “Ordinance”) was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Ordinance be adopted on first reading, and, after due discussion, such motion, carrying with it the adoption of the Ordinance, prevailed and carried by the following vote:

FOR: ___ AGAINST: ___ ABSTAINED: ___

2. That a true, full, and correct copy of the Ordinance is attached to and follows this certificate; that the Ordinance has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from the City Council's minutes of the Meeting pertaining to the adoption of the Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place, and subject of the Meeting, and that the Ordinance would be introduced and considered for adoption at the Meeting, and each of such officers and members consented, in advance, to the holding of the Meeting for such purpose; that the Meeting was open to the public as required by law; and that public notice of the date, hour, place, and subject of the Meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of said City, this the 15th day April, 2024.

ATTEST:

By: _____
Cynthia Olguin, City Secretary

By: _____
Mario Vasquez, Mayor

(Seal)

ORDINANCE

No. _____

AN ORDINANCE AUTHORIZING AND ORDERING THE ISSUANCE OF CITY OF HUTCHINS, TEXAS LIMITED TAX NOTE, SERIES 2024; SPECIFYING THE TERMS AND FEATURES OF SUCH NOTE; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID NOTE; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS:

ARTICLE I

FINDINGS AND DETERMINATIONS

Section 1.1. Findings and Determinations.

The City Council hereby officially finds and determines that:

City of Hutchins, Texas (the “City”), acting through its City Council, is authorized pursuant to and in accordance with the provisions of Texas Government Code, Chapter 1431, as amended (the “Act”), specifically §1431.004(a)(1), to issue anticipation notes to provide all or part of the funds to pay contractual obligations incurred or to be incurred for purposes authorized by the Act, to wit, for funding (1) surveillance equipment and vehicles for the police department; (2) municipal safety facilities improvements including software, equipment and vehicles for the fire department, (3) general municipal facilities improvements including software, equipment, and inspection vehicles; 4) engineering and design costs for various public works; City hall facility improvements and equipment; and (5) professional services rendered in connection with such projects and the financing thereof.

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

Section 2.1. Definitions.

As used herein, the following terms shall have the meanings specified, unless the context clearly indicates otherwise:

“Act” shall mean Texas Government Code, Chapter 1431, as amended.

“Attorney General” shall mean the Attorney General of the State of Texas.

“Authorized Denomination” [shall mean \$100,000 or integral multiples of \$5,000 in excess thereof.]

“City Council” shall mean the governing body of the City.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“Interest Payment Dates” when used in connection with the Note, shall mean semiannual interest payments beginning on February 15, 2025, and each August 15 and February 15 thereafter until maturity and at maturity on February 15, 2031 or prior redemption.

“Issuance Date” shall mean the date on which the Note is delivered to and paid for by the initial purchaser.

“Note” shall mean the City of Hutchins, Texas, Limited Tax Note, Series 2024, authorized by this Ordinance.

“Ordinance” shall mean this Ordinance and any and all amendments hereof and supplements hereto.

“Outstanding,” when used with reference to the Note, shall mean, as of a particular date, the Note theretofore and thereupon delivered pursuant to this Ordinance except: (a) any portion of the Note canceled by or on behalf of the City at or before such date; (b) any portion of the Note defeased pursuant to the defeasance provisions of this Ordinance or otherwise defeased as permitted by applicable law; and (c) any Note in lieu of or in substitution for which a replacement Note shall have been delivered pursuant to this Ordinance.

“Paying Agent/Registrar” shall mean _____ in _____ and its successors in that capacity.

“Paying Agent/Registrar Agreement” shall mean the agreement between the City and the Paying Agent/Registrar setting forth the duties and obligations of the Paying Agent/Registrar with respect to the Note.

“Purchaser” shall mean _____.

“Record Date” shall mean the close of business on the last business day of the calendar month immediately preceding the applicable Interest Payment Date.

“Register” shall mean the registration books for the Note kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Registered Owner of the Note.

“Registered Owner” or “Owner” shall mean the person or entity in whose name the Note is registered in the Register.

Section 2.2. Interpretations.

All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to both genders and the neuter state. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Note and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Note.

ARTICLE III

TERMS OF THE NOTE

Section 3.1. Amount, Purpose and Authorization.

The Note shall be issued in fully registered form, without coupons, under and pursuant to the authority of the Act in the total authorized aggregate principal amount of FOUR MILLION SIX HUNDRED TWENTY THOUSAND DOLLARS (\$4,620,000) for funding (1) surveillance equipment and vehicles for the police department; (2) municipal safety facilities improvements including software, equipment and vehicles for the fire department, (3) general municipal facilities improvements including software, equipment, and inspection vehicles; 4) engineering and design costs for various public works; City hall facility improvements and equipment; and (5) professional services rendered in connection with such projects and the financing thereof.

Section 3.2. Designation, Date, and Interest Payment Dates.

The Note shall be designated as the “City of Hutchins, Limited Tax Note, Series 2024,” shall be dated May 16, 2024 and shall be in the Authorized Denomination of the Note. The Note shall bear interest at the rate set forth in Section 3.3 below, from the later of the Issuance Date or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on February 15, 2025, and each August 15 and February 15 thereafter until maturity and at maturity on February 15, 2031 or prior redemption.

If interest on the Note is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Registered Owner as of the close of business on the day prior to mailing of such notice.

Section 3.3. Numbers, Denomination, Interest Rates, and Maturities.

The Note shall be initially issued bearing the number, in the principal amount and may be transferred and exchanged as set out in this Ordinance. The Note shall initially bear interest at the rate of ___% until the date of maturity or prepayment prior to maturity and may be transferred as

set out in this Ordinance. Upon the occurrence of any default in the payment of principal and/or interest hereunder, the Note shall bear interest at the Default Rate for such period as the default in payment continues.

Principal on the Note shall be payable in whole at maturity. The Note shall mature on February 15, 2031 and all outstanding principal and accrued interest shall be due and payable on such date. A Note delivered in transfer of or in exchange for another Note shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the Authorized Denomination, and shall mature on the same date and bear interest at the same rate as the Note in lieu of which they are delivered. Principal on the Note shall be payable at maturity or earlier redemption, as shown below:

<u>Payment Date</u>	<u>Principal Payment</u>
2/15/2026	\$175,000
2/15/2027	\$340,000
2/15/2028	\$479,000
2/15/2029	\$583,000
2/15/2030	\$702,000
2/15/2031	\$2,341,000

Section 3.4. Optional Redemption.

The City reserves the right, at its option, to prepay the Note, in whole or in part on any date at par plus accrued interest to the date of redemption. Notice of any redemption identifying the Note to be redeemed in whole or in part shall be given to the Paying Agent/Registrar at least 10 (ten) days prior to the date fixed for redemption. Notice of any redemption identifying the Note to be redeemed in whole or in part shall be given by the Paying Agent/Registrar at least three (3) days prior to the date fixed for redemption by sending written notice by first class mail, postage prepaid, to the Owner of each Note to be redeemed in whole at the address shown on the Register. Such notices shall state the redemption date, the redemption price, and the place at which the Note is to be surrendered for payment. Any notice given as provided in this Section 3.4 shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for payment of the redemption price of the Note to be redeemed, plus accrued interest to the date fixed for redemption. When the Note has been called for redemption in whole and due provision has been made to redeem the same as herein provided, the Note so redeemed shall no longer be regarded as Outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owner to collect interest which would otherwise accrue after the redemption date on the Note or portion thereof called for redemption shall terminate on the date fixed for redemption.

Section 3.5. Manner of Payment, Characteristics, Execution, and Authentication.

The Paying Agent/Registrar is hereby appointed the paying agent for the Note. The Note shall be payable, shall have the characteristics, and shall be executed, registered, and authenticated, all as provided and in the manner indicated in the FORM OF NOTE set forth in Article IV of this Ordinance. If any officer of the City whose manual or facsimile signature shall appear on the Note shall cease to be such officer before the authentication of the Note or before the delivery of the Note, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

The approving legal opinions of West & Associates, L.L.P., Dallas, Texas, Bond Counsel, and Jackson Walker LLP, Special Tax Counsel, may be printed on the Note over the certification of the City Secretary, which may be executed in facsimile. CUSIP numbers also may be printed on the Note, but errors or omissions in the printing of either the opinion or the numbers shall have no effect on the validity of the Note.

Section 3.6. Authentication.

Except for the Note to be initially issued, which need not be authenticated by the Paying Agent/Registrar but shall be registered by the Comptroller, only such Note shall bear thereon a certificate of authentication, substantially in the form provided in Article IV of this Ordinance, manually executed by an authorized representative of the Paying Agent/Registrar, shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Note so authenticated was delivered by the Paying Agent/Registrar hereunder.

Section 3.7. Ownership.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name the Note is registered as the absolute owner of such Note for the purpose of making and receiving payment of the principal thereof and interest thereon and for all other purposes, whether or not such Note is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of the Note in accordance with this Section shall be valid and effective and shall discharge the liability of the City and the Paying Agent/Registrar upon such Note to the extent of the sums paid.

Section 3.8. Registration, Transfer and Exchange.

The Paying Agent/Registrar is hereby appointed the registrar for the Note. So long as the Note remains Outstanding, the Paying Agent/Registrar shall keep the Register at its designated corporate trust office in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Note in accordance with the terms of this Ordinance. The Note may only be transferred to: (i) an affiliate of the Purchaser; (ii) a "Bank" as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the "Securities Act"); (iii) an "Accredited Investor" as defined in Regulation D under the Securities Act; or (iv) a "Qualified Institutional Buyer" as defined in Rule 144A under the Securities Act.

The Note shall be transferable only upon the presentation and surrender thereof at the designated corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of the Note for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Note, registered in the name of the transferee or transferees, in the Authorized Denomination, and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Note so presented and surrendered.

The Note shall be exchangeable upon the presentation and surrender thereof at the designated corporate trust office of the Paying Agent/Registrar for the Note, of like maturity and interest rate and in the Authorized Denomination, in an aggregate principal amount equal to the unpaid principal amount of the Note presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver an exchange Note in accordance with the provisions of this Section. The Note delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Note in lieu of which such Note is delivered.

The Note issued in transfer or exchange shall be delivered to the Registered Owner thereof at the designated corporate trust office of the Paying Agent/Registrar or sent by United States mail, first class, postage prepaid.

The City or the Paying Agent/Registrar may require the Registered Owner of the Note to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Note. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

Section 3.9. Replacement Note.

Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Note, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Note, of the same maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Registered Owner of such Note to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar and the City.

If the Note is lost, apparently destroyed, or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and Ordinance of the City, and in the absence of notice or knowledge that such Note has been acquired by a bona fide purchaser, shall execute, and the Paying Agent/Registrar shall authenticate and deliver, a replacement Note of the same maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding, provided that the Registered Owner thereof shall have:

- (a) furnished to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction, or theft of such Note;

- (b) furnished such security or indemnity as may be required by the Paying Agent/Registrar and the City to save and hold them harmless;
- (c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that may be imposed; and
- (d) met any other reasonable requirements of the City and the Paying Agent/Registrar.

If, after the delivery of such replacement Note, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Note from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed, or wrongfully taken Note has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Note, authorize the Paying Agent/Registrar to pay such Note.

Each replacement Note delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Note in lieu of which such replacement Note is delivered.

Section 3.10. Cancellation.

The Note paid in accordance with this Ordinance, and the Note in lieu of which an exchange Note or replacement Note are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Paying Agent/Registrar shall periodically furnish the City with a certificate of destruction of such Note.

ARTICLE IV

FORM OF NOTE

The Note, including the Form of Comptroller's Registration Certificate, Form of Paying Agent/Registrar Authentication Certificate, and Form of Assignment shall be in substantially the following form, with such omissions, insertions, and variations as may be necessary or desirable, and not prohibited by this Ordinance:

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF HUTCHINS, TEXAS
LIMITED TAX NOTE, SERIES 2024

NUMBER	DENOMINATION
R-1 ¹	\$4,620,000
REGISTERED	REGISTERED

INTEREST RATE: _____%

DATED DATE: May 16, 2024

ISSUANCE DATE: May 16, 2024

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: FOUR MILLION SIX HUNDRED TWENTY THOUSAND DOLLARS

THE CITY OF HUTCHINS, TEXAS (the “City”), for value received, promises to pay to the Registered Owner identified above or its registered assigns, upon presentation and surrender of this Note at the office designated corporate trust office _____ in _____ or its successor (the “Paying Agent/Registrar”), as set forth in the following schedule: [Insert information regarding years of maturity and principal amounts from Section 3.3 of Ordinance.] payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America prior to maturity, calculated on the basis of a 360-day year composed of twelve 30-day months, from the later of the Delivery Date specified above, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Note is payable on February 15, 2025, and each August 15 and February 15 thereafter until maturity and at maturity on February 15, 2031 or prior redemption of this Note, by check sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to the Registered Owner of record as of the close of business on the last day of the calendar month immediately preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. Any accrued interest payable at maturity shall be paid upon presentation and surrender of this Note at the principle corporate trust office of the Paying Agent/Registrar.

THIS NOTE IS ONE OF A DULY AUTHORIZED SERIES OF NOTES (the “Note”) in the aggregate principal amount of \$4,620,000 issued pursuant to an Ordinance adopted by the City Council of the City on April 15, 2024 (the “Ordinance”), for the purpose of providing all or part

¹ The number of the initial Note shall be preceded by the letter “I”; the Note issued in exchange or transfer for another Note shall be preceded by the letter “R”.

of the funds to pay contractual obligations incurred or to be incurred for funding (1) surveillance equipment and vehicles for the police department; (2) municipal safety facilities improvements including software, equipment and vehicles for the fire department, (3) general municipal facilities improvements including software, equipment, and inspection vehicles; 4) engineering and design costs for various public works; City hall facility improvements and equipment; and (5) professional services rendered in connection with such projects and the financing thereof.

THIS NOTE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Note either (i) is registered by the Comptroller of Public Accounts of the State of Texas by due execution of the registration certificate endorsed hereon or (ii) is authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE CITY RESERVES THE RIGHT at its option, to prepay the Note, in whole or in part on any date at par plus accrued interest to the date of redemption.

NOTICE OF ANY REDEMPTION shall be given to the Paying Agent/Registrar at least 10 (ten) days prior to the date fixed for redemption. Notice of any redemption shall be given by the Paying Agent/Registrar at least thirty (3) days prior to the date fixed for redemption by first class mail, postage prepaid, addressed to the registered owner of each Note to be redeemed in whole at the address shown on the books of registration kept by the Paying Agent/Registrar. When the Note has been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS NOTE IS TRANSFERABLE only upon presentation and surrender at the designated corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or its authorized representative, subject to the terms and conditions of the Ordinance. This Note may only be transferred to: (i) an affiliate of the Registered Owner; (ii) a "Bank" as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the "Securities Act"); (iii) an "Accredited Investor" as defined in Regulation D under the Securities Act; or (iv) a "Qualified Institutional Buyer" as defined in Rule 144A under the Securities Act.

THIS NOTE IS EXCHANGEABLE at the designated corporate trust office of the Paying Agent/Registrar for a Note of the same maturity and interest rate and in the principal amount of [the outstanding par amount], subject to the terms and conditions of the Ordinance.

THE CITY OR PAYING AGENT/REGISTRAR may require the Registered Owner of the Note to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of a Note. Any fee or charge of the Paying Agent/Registrar for a transfer or exchange shall be paid by the City.

THE REGISTERED OWNER of this Note by acceptance hereof acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

IT IS HEREBY DECLARED AND REPRESENTED that this Note has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and to be done precedent to or in the issuance and delivery of this Note have

been performed, exist, and have been done in accordance with law; that the Note does not exceed any constitutional or statutory limitation; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the City and have been irrevocably pledged for such payment.

REFERENCE IS HEREBY MADE TO THE ORDINANCE, a copy of which is filed with the Paying Agent/Registrar, for the full provisions thereof, to all of which the Registered Owner of the Note assent by acceptance of the Note.

IN WITNESS WHEREOF, the City has caused this Note to be signed by the Mayor and countersigned by the City Secretary by their manual, lithographed, or printed facsimile signatures on this Note.

CITY OF HUTCHINS, TEXAS

Mayor

(SEAL)

COUNTERSIGNED:

City Secretary

* * *

FORM OF COMPTROLLER’S REGISTRATION CERTIFICATE

The following form of Comptroller’s Registration Certificate shall be attached or affixed to each of the Note initially delivered:

COMPTROLLER’S REGISTRATION CERTIFICATE

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
THE STATE OF TEXAS §

I hereby certify that this certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

(SEAL)

Comptroller of Public Accounts
of the State of Texas

* * *

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

The following form of authentication certificate shall be printed on the face of the Note other than those initially delivered and registered by the Comptroller of Public Accounts of the State of Texas:

AUTHENTICATION CERTIFICATE

This Note is the Note described in and delivered pursuant to the within-mentioned Ordinance; and, except for the Note initially delivered, this Note has been issued in exchange for or replacement of the Note, or a portion of the Note, which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

_____, as Paying
Agent/Registrar

By: _____
Authorized Signature: _____
Date of Authentication: _____

FORM OF ASSIGNMENT

The following form of assignment shall be printed on the back of each Note:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

Registered Owner

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Note in every particular, without any alteration, enlargement, or change whatsoever.

* * *

ARTICLE V

SECURITY FOR THE NOTE

Section 5.1. Pledge and Levy of Taxes.

(a) To provide for the payment of principal of and interest on the Note, there is hereby levied, within the limits prescribed by law, for the current year and each succeeding year thereafter, while the Note or any part of the principal thereof and the interest thereon remain outstanding and unpaid, an ad valorem tax upon all taxable property within the City sufficient to pay the interest on the Note and to create and provide a sinking fund of not less than 2% of the principal amount of the Note or not less than the principal payable out of such tax, whichever is greater, with full

allowance being made for tax delinquencies and the costs of tax collection, and such taxes, when collected, shall be applied to the payment of principal of and interest on the Note by deposit to the Debt Service Fund (defined below) and to no other purpose.

(b) The City hereby declares its purpose and intent to provide and levy a tax legally sufficient to pay the principal of and interest on the Note, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax. As long as the Note remains outstanding, all moneys on deposit in, or credited to, the Debt Service Fund shall be secured by a pledge of security, as provided by law for cities in the State of Texas.

Section 5.2. Debt Service Fund.

The City of Hutchins, Texas, Limited Tax Note, Series 2024 Debt Service Fund (the “Debt Service Fund”) is hereby created as a special fund solely for the benefit of the Note. The City shall establish and maintain such fund at an official City depository and shall keep such fund separate and apart from all other funds and accounts of the City. Any amount on deposit in the Debt Service Fund shall be maintained by the City in trust for the Registered Owner of the Note. Such amount, plus any other amounts deposited by the City into such fund and any and all investment earnings on amounts on deposit in such fund, shall be used only to pay the principal of, premium, if any, and interest on the Note.

Section 5.3. Further Proceedings.

After the Note to be initially issued have been executed, it shall be the duty of the Mayor to deliver the Note to be initially issued and all pertinent records and proceedings to the Attorney General for examination and approval. After the Note to be initially issued shall have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Note to be initially issued, the Comptroller (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller’s registration certificate prescribed herein to be affixed or attached to the Note to be initially issued, and the seal of said Comptroller shall be impressed or placed in facsimile thereon.

ARTICLE VI

CONCERNING THE PAYING AGENT/REGISTRAR

Section 6.1. Acceptance.

_____ is hereby appointed as the initial Paying Agent/Registrar for the Note pursuant to the terms and provisions of the Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar. The Paying Agent/Registrar Agreement shall be substantially in the form attached hereto as **Exhibit B**, the terms and provisions of which are hereby approved, and the Mayor or, in the Mayor’s absence, the Mayor Pro Tem is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement on behalf of the City in multiple counterparts and the City Secretary is hereby authorized to attest thereto. Such initial Paying Agent/Registrar and any successor Paying Agent/Registrar, by undertaking the

performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of any fees pursuant to the terms of any contract between the Paying Agent/Registrar and the City and/or the deposits of money pursuant to this Ordinance, shall be deemed to accept and agree to abide by the terms of this Ordinance.

Section 6.2. Trust Funds.

All money transferred to the Paying Agent/Registrar in its capacity as Paying Agent/Registrar for the Note under this Ordinance (except any sums representing Paying Agent/Registrar's fees) shall be held in trust for the benefit of the City, shall be the property of the City, and shall be disbursed in accordance with this Ordinance.

Section 6.3. Note Presented.

Subject to the provisions of Section 6.4, the matured Note presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the City. Such Note shall be canceled as provided herein.

Section 6.4. Unclaimed Funds Held by the Paying Agent/Registrar.

Funds held by the Paying Agent/Registrar that represent principal of and interest on the Note remaining unclaimed by the Registered Owner thereof after the expiration of three years from the date such funds have become due and payable (a) shall be reported and disposed of by the Paying Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended, to the extent such provisions are applicable to such funds, or (b) to the extent such provisions do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the City upon receipt by the Paying Agent/Registrar of a written request therefor from the City.

The Paying Agent/Registrar shall have no liability to the Registered Owner of the Note by virtue of actions taken in compliance with this Section.

Section 6.5. Paying Agent/Registrar May Own the Note.

The Paying Agent/Registrar, in its individual or any other capacity, may become the owner or pledgee of Note with the same rights it would have if it were not the Paying Agent/Registrar.

Section 6.6. Successor Paying Agents/Registrars.

The City covenants that at all times while the Note is Outstanding it will provide a legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar for the Note. The City reserves the right to change the Paying Agent/Registrar for the Note on not less than sixty (60) days' written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Note. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Registered Owner, by United States mail, first class, postage prepaid, of such change and of the

address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Ordinance.

ARTICLE VII

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF NOTE

Section 7.1. Sale of Note.

The sale of the Note to the Purchaser, at a price equal to the par value thereof, is hereby approved, and delivery of the Note to the Purchaser shall be made upon receipt by the City of the purchase price therefor. The Purchase Letter shall be substantially in the form attached hereto as **Exhibit A**, the terms and provisions of which are hereby approved, and the City Mayor or, in the Mayor’s absence, the Mayor Pro Tem is hereby authorized to execute and deliver such Purchase Letter on behalf of the City in multiple counterparts and the City Secretary is hereby authorized to attest thereto. The undersigned hereby finds, determines and declares that the terms of sale of the Note is in the best interest of the City.

Section 7.2. Approval, Registration, and Delivery.

The Mayor is hereby authorized to have control and custody of the Note and all necessary records and proceedings pertaining thereto pending their delivery, and the Mayor and other officers and employees of the City are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Note and to assure the investigation, examination, and approval thereof by the Attorney General and the registration of the initial Note by the Comptroller. Upon registration of the Note, the Comptroller (or the Comptroller’s certificates clerk or an assistant certificates clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller’s Registration Certificates prescribed herein to be attached or affixed to each Note initially delivered and the seal of said Comptroller shall be impressed or placed in facsimile thereon.

Section 7.3. Application of Proceeds of the Note.

Proceeds from the sale of the Note shall, promptly upon receipt by the City, be applied as follows:

- (1) Accrued interest, if any, shall be deposited into the Debt Service Fund created in Section 5.2 of this Ordinance;
- (2) A portion of the proceeds of the Note shall be applied to pay expenses arising in connection with the issuance of the Note;
- (3) The remaining proceeds shall be applied, together with other funds of the City, to provide for funding (1) surveillance equipment and vehicles for the police department; (2) municipal safety facilities improvements including software, equipment and vehicles for the fire department, (3) general municipal facilities improvements

including software, equipment, and inspection vehicles; 4) engineering and design costs for various public works; City hall facility improvements and equipment; and (5) professional services rendered in connection with such projects and the financing thereof.

(4) Any proceeds from the sale of the Note remaining after making all the foregoing deposits and payments shall be deposited into the Debt Service Fund and used to pay debt service on the Note.

Section 7.4. Tax Exemption.

The City intends that the interest on the Note shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and all applicable temporary, proposed, and final regulations (the “Regulations”) and procedures promulgated thereunder and applicable to the Note. For this purpose, the City covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Note (including all property, the purchase, construction, improvement or refurbishment of which is financed or refinanced directly or indirectly with the proceeds of the Note) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Note to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Note for federal income tax purposes. Without limiting the generality of the foregoing, the City shall comply with each of the following covenants:

(a) The City will use all of the proceeds of the Note to (a) provide funds to (i) finance the cost of the purchase of a fire truck for use by the City and (ii) pay the costs of issuing the Note. The City will not use any portion of the proceeds of the Note to pay the principal of, interest on or redemption premium on any other obligation of the City or a related person;

(b) The City will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Note to constitute “private activity bonds” within the meaning of Section 141(a) of the Code;

(c) Principal of and interest on the Note will be paid solely from ad valorem taxes, collected by the City, investment earnings on such collections, other legally available funds, and as available, proceeds of the Note;

(d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Note is delivered, the City reasonably expects that the proceeds of the Note will not be used in a manner that would cause the Note or any portion thereof to be an “arbitrage bond” within the meaning of Section 148 of the Code;

(e) At all times while the Note is outstanding, the City will identify and properly account for all amounts constituting gross proceeds of the Note in accordance with the Regulations. The City will monitor the yield on the investments of the proceeds of the Note and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the

Note. To the extent necessary to prevent the Note from constituting an “arbitrage bond,” the City will make such payments as are necessary to cause the yield on all yield-restricted nonpurpose investments allocable to the Note to be less than the yield that is materially higher than the yield on the Note;

(f) The City will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Note to be treated as “federally guaranteed” obligations for purposes of Section 149(b) of the Code;

(g) The City represents that not more than fifty percent (50%) of the proceeds of the Note will be invested in nonpurpose investments (as defined in Section 148(f)(b)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the City reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Note will be used to carry out the governmental purpose of the Note within the three-year period beginning on the date of issue of the Note;

(h) The City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Note, if any, be rebated to the federal government. Specifically, the City will (i) maintain records regarding the receipt, investment and expenditure of the gross proceeds of the Note as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the City allocable to other obligations of the City or moneys which do not represent gross proceeds of any obligations of the City and retain such records for at least three (3) years after the day on which the last outstanding Note is discharged, (ii) account for all gross proceeds of the Note under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds of the Note, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Note, and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the City will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty;

(i) The City will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Note that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm’s-length and had the yield on the Note not been relevant to either party;

(j) The City will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Note on such form and in such place as the Secretary may prescribe;

(k) The City will not issue or use the Note as part of an “abusive arbitrage device” (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Note is not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations;

(l) Proper officers of the City charged with the responsibility for issuing the Note are hereby directed to make, execute and deliver certifications as to facts, estimates, or circumstances in existence as of the date of issuance of the Note and stating whether there are facts, estimates or circumstances that would materially change the City’s expectations. On or after the date of issuance of the Note, the City will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations and certifications contained in such certificates; and

(m) The covenants and representations made or required by this Section are for the benefit of the holder(s) of the Note and any subsequent holder of a Note and may be relied upon by the holder(s) of the Note and any subsequent holder of a Note and Bond Counsel and Special Tax Counsel to the City.

In complying with the foregoing covenants, the City may rely upon an unqualified opinion issued to the City by Jackson Walker LLP or other nationally-recognized bond counsel that any action by the City or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Note to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Ordinance, the City’s representations and obligations under the covenants and provisions of this Section 7.4 shall survive the defeasance and discharge of the Note for as long as such matters are relevant to the exclusion of interest on the Note from the gross income of the holder(s) of the Note for federal income tax purposes.

Section 7.5. Related Matters.

In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, the Mayor, City Secretary, and all other appropriate officers, agents, representatives, and employees of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Note, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices, and other documents as may be reasonably necessary to satisfy the City’s obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance.

Section 7.6. The obligation of the Purchaser to accept delivery of the Note is subject to the Purchaser being furnished with the final, approving opinions of West & Associates, L.L.P., Dallas, Texas, Bond Counsel, and Jackson Walker LLP, Houston, Texas, Special Tax Counsel to the City, which opinions shall be dated as of and delivered on the Delivery Date. The engagement of such firms as Bond Counsel and Special Tax Counsel, respectively, to the City in connection with issuance, sale and delivery of the Note is hereby approved and confirmed.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Defeasance.

The City may defease the provisions of this Ordinance and discharge its obligations to the Registered Owner of the Note to pay the principal of and interest thereon in any manner permitted by law, including by depositing with the Paying Agent/Registrar or with the Comptroller either:

(a) cash in an amount equal to the principal amount of such Note plus interest thereon to the date of maturity; or

(b) pursuant to an escrow or trust agreement, cash and/or (i) direct noncallable obligations of United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, which, in the case of (i), (ii), or (iii), may be in book-entry form, and the principal of and interest on which will, when due or redeemable at the option of the holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of the principal of and interest thereon to the date of maturity.

Upon such deposit, such Note shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the City.

Section 8.2. Legal Holidays.

In any case where the date interest accrues and becomes payable on the Note or principal of the Note matures or a Record Date shall be a Saturday, Sunday, legal holiday, or a day on which

banking institutions in the State of Texas are authorized by law to close, then payment of interest or principal need not be made on such date, or the Record Date shall not occur on such date, but payment may be made or the Record Date shall occur on the next succeeding day which is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in the State of Texas are authorized by law to close with the same force and effect as if (i) made on the date of maturity and no interest shall accrue for the period from the date of maturity to the date of actual payment or (ii) the Record Date had occurred on the fifteenth day of that calendar month.

Section 8.3. Ordinance a Contract - Amendments.

This Ordinance shall constitute a contract with the Registered Owner from time to time, be binding on the City, and shall not be amended or repealed by the City so long as the Note remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to the Registered Owner, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Registered Owner, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Registered Owner who own in the aggregate 51% of the principal amount of the Note then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of the Registered Owner of the Outstanding Note, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Note, reduce the principal amount thereof or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Note, or (ii) reduce the aggregate principal amount of the Note required to be held by the Registered Owner for consent to any such amendment, addition, or rescission.

Section 8.4. No Recourse Against City Officials.

No recourse shall be had for the payment of principal of or interest on the Note or for any claim based thereon or on this Ordinance against any official of the City or any person executing the Note.

Section 8.5. Power to Revise Form of Documents.

Notwithstanding any other provision of this Ordinance, the Mayor or Mayor Pro Tem is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Ordinance and in the form of the documents attached hereto as exhibits as, in the judgment of the Mayor, and in the opinion of Bond Counsel to the City, may be necessary or convenient to carry out or assist in carrying out the purposes of this Ordinance, or as may be required for approval of the Note by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Note or such documents shall be subject to the prior approval of the City Council. If insurance is obtained on the Note, the Note shall bear, as appropriate and applicable, a legend concerning insurance as provided by the municipal bond insurance company issuing any such insurance.

Section 8.6. Severability.

If any Section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 8.7. Open Meeting.

It is hereby found, determined and declared that a sufficient written notice of the date, hour, place, and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 8.8. Repealer.

All orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 8.9. Effective Date.

This Ordinance shall be in force and effect from and after its passage on the date shown below.

PASSED AND APPROVED this April 15, 2024 at _____ a.m. / p.m.

CITY OF HUTCHINS TEXAS

Mario Vasquez, Mayor

ATTEST

Cynthia Olguin, City Secretary

(SEAL)

Exhibit A – Purchase Letter
Exhibit B – Paying Agent/Registrar Agreement

EXHIBIT A
FORM OF PURCHASE LETTER

See Tab __

EXHIBIT B
PAYING AGENT/REGISTRAR AGREEMENT

See Tab __

City of Hutchins, Texas
Tax Note, Series 2024
As of March 21, 2024

Preliminary; for purposes of discussion only

A	B	C	D	E	F	G	H	I	J	K
Fiscal Year Ending 30-Sep	Growth %	Taxable Assessed Valuation	Existing I&S Tax Supported Debt Service	Tax Note, Series 2024 Budgeted Interest Rate = 5.25% ⁽⁵⁾			Total New and Existing I&S Tax Supported Debt Service	Less: Debt Service Funds on Hand ⁽⁶⁾	Projected TOTAL I&S Tax Supported Debt Service	Projected Debt Service I&S Tax Rate Equivalent ⁽⁷⁾
				Principal	Interest	Total D/S				
2024	24.34%	\$1,236,605,271 ⁽¹⁾	\$1,773,738	\$0	\$0	\$0	\$1,773,738	\$0	\$1,773,738	\$0.15026
2025	16.14%	\$1,436,171,537 ⁽²⁾	\$2,006,898	\$0	\$302,514	\$302,514	\$2,309,411	\$151,420	\$2,157,991	\$0.15026
2026	12.95%	\$1,622,164,682 ⁽³⁾	\$2,099,386	\$175,000	\$237,956	\$412,956	\$2,512,342	\$74,877	\$2,437,465	\$0.15026
2027	10.00%	\$1,784,381,150 ⁽⁴⁾	\$2,169,752	\$340,000	\$224,438	\$564,438	\$2,734,189	\$52,978	\$2,681,211	\$0.15026
2028	10.00%	\$1,962,819,265 ⁽⁴⁾	\$2,273,091	\$479,000	\$202,939	\$681,939	\$2,955,030	\$5,697	\$2,949,333	\$0.15026
2029	5.00%	\$2,060,960,228 ⁽⁴⁾	\$2,338,730	\$583,000	\$175,061	\$758,061	\$3,096,791	\$0	\$3,096,791	\$0.15026
2030	5.00%	\$2,164,008,240 ⁽⁴⁾	\$2,408,546	\$702,000	\$141,330	\$843,330	\$3,251,876	\$0	\$3,251,876	\$0.15027
2031	5.00%	\$2,272,208,652 ⁽⁴⁾	\$1,011,100	\$2,341,000	\$61,451	\$2,402,451	\$3,413,551	\$0	\$3,413,551	\$0.15023
2032	0.00%	\$2,272,208,652	\$1,006,475	\$0	\$0	\$0	\$1,006,475	\$0	\$1,006,475	\$0.04430
2033	0.00%	\$2,272,208,652	\$1,010,350	\$0	\$0	\$0	\$1,010,350	\$0	\$1,010,350	\$0.04447
2034	0.00%	\$2,272,208,652	\$1,012,475	\$0	\$0	\$0	\$1,012,475	\$0	\$1,012,475	\$0.04456
2035	0.00%	\$2,272,208,652	\$1,012,850	\$0	\$0	\$0	\$1,012,850	\$0	\$1,012,850	\$0.04458
2036	0.00%	\$2,272,208,652	\$1,016,350	\$0	\$0	\$0	\$1,016,350	\$0	\$1,016,350	\$0.04473
2037	0.00%	\$2,272,208,652	\$1,012,000	\$0	\$0	\$0	\$1,012,000	\$0	\$1,012,000	\$0.04454
2038	0.00%	\$2,272,208,652	\$1,015,100	\$0	\$0	\$0	\$1,015,100	\$0	\$1,015,100	\$0.04467
2039	0.00%	\$2,272,208,652	\$1,011,900	\$0	\$0	\$0	\$1,011,900	\$0	\$1,011,900	\$0.04453
2040	0.00%	\$2,272,208,652	\$1,012,400	\$0	\$0	\$0	\$1,012,400	\$0	\$1,012,400	\$0.04456
2041	0.00%	\$2,272,208,652	\$1,016,400	\$0	\$0	\$0	\$1,016,400	\$0	\$1,016,400	\$0.04473
2042	0.00%	\$2,272,208,652	\$1,013,900	\$0	\$0	\$0	\$1,013,900	\$0	\$1,013,900	\$0.04462
2043	0.00%	\$2,272,208,652	\$1,014,900	\$0	\$0	\$0	\$1,014,900	\$0	\$1,014,900	\$0.04467
			\$28,236,340	\$4,620,000	\$1,345,689	\$5,965,689	\$34,202,029	\$284,972	\$33,917,057	

Notes:

- (1) Certified Values for Fiscal Year 2024 as reported by DCAD.
- (2) Fiscal Year 2025 growth based on 3 year average TAV growth per year of 16.14%
- (3) Fiscal Year 2026 growth based on 5 year average TAV growth per year of 12.95%
- (4) Fiscal Year 2027 to 2031 growth assumptions for purposes of illustration only.
- (5) Budgeted interest rate for purposes of illustration only. Subject to change.
- (6) Assumes use of existing debt service funds. The budgeted FYE 2024 balance is \$287,400.
- (7) Actual tax rate for fiscal year 2024.

USES OF FUNDS

Project Fund Deposit	\$4,500,000
Budgeted Financing Costs*	\$120,000
Total Par Amount	\$4,620,000

*Budgeted; for purposes of illustration only

Hutchins, Texas

April 1, 2024

Term Sheet

- Borrower:** Hutchins, Texas (the "City")
- Amount:** Approximately \$4,620,000 Limited Tax Note, Series 2024 (the "Note")
- Purpose:** The Note is being issued for the purpose of funding: (1) Public safety equipment and vehicles, (2) Municipal safety facilities improvements, equipment and vehicles, (3) funding general governmental projects and; (4) professional services rendered in connection with such projects and the financing thereof.
- Security:** The Note will be secured by a pledge of funds received from the levy and collection of ad valorem taxes in the City, within the limits prescribed by law, on all taxable property located within the City.
- Authority for the Issuance:** The Note is being issued pursuant to the applicable provisions of the Texas Constitution and laws of the State of Texas, including Chapter 1431, Texas Government Code, as amended, and an Ordinance to be adopted by City Council (the "City Council") authorizing the issuance of the Note (the "Ordinance").
- Issuance Form and Transferability:** The Note will be issued in the form of a single Note payable in installments. The Note will be transferable in whole, but not in part. The Note will be issued in a denomination equal to the principal amount of the issue.
- Amortization:** The Note will mature on February 15, 2031, with semiannual interest payments beginning on February 15, 2025, and each August 15 and February 15 thereafter until maturity. Interest will be calculated on the basis of a 360-day year of twelve 30-day months. In addition, principal installment payments will be made on February 15 in each of the years 2026 through 2031.

Approximate principal amortization amounts have been listed on Schedule I attached hereto. The City reserves the right to modify the principal and amortization amount to ensure desired debt service payments upon the receipt of the proposed interest rate.
- Interest Rate:** The Note will bear interest at a fixed rate for the entire term of the Note, which upon the verbal commitment from the City's Finance Director, will be honored by prospective Purchaser through the Closing Date. Interest to accrue from the closing date, which is expected to be May 16, 2024.
- Qualified Tax-Exempt Obligation:** The Note will NOT be designated as a "Qualified Tax-Exempt Obligation" for financial institutions.
- Proposals Due:** Respondents must submit a signed copy of the Bid Form no later than 9:00 A.M. Central Time on Monday, April 15, 2024.
- Award Date:** Scheduled on Monday, April 15, 2024. The City reserves the right to reject any or all proposals and to waive any irregularities (except irregularities associated with the timeliness of any submission).
- Closing Date:** Anticipated to be May 16, 2024 closing date, but subject to change.
- Redemption Provisions:** Early optional redemption provisions will be as proposed by the prospective Purchaser.
- Paying Agent:** It is anticipated that the Purchaser will provide paying agent services. Please list any charge for this service on the Bid Form.
- Note Ratings:** None on this issue. The City's general obligation debt is currently rated "AA-" by S&P Global Ratings, a Division of S&P Global Inc.
- Bond Insurance:** None on this issue.

Payment Record: Never defaulted.
Physical Delivery: The Note will be delivered in the form of a single physical Note and will not be made subject to The Depository Trust Company’s book-entry-only system of registrations and transfers. The City will not purchase or provide CUSIP Numbers.

Reporting Requirements: The placement of the Note is exempt from SEC Rule 15c2-12, but the City will agree to provide for the benefit of the holder of the Note, the City’s annual financial information and operating data upon written request.

Credit Approval: Submitted proposals must be approved by appropriate officers of the prospective Purchaser before submission to the City. Any proposal expressly submitted and subject to credit approval will be considered only at the City’s discretion and may or may not be accepted.

Basis for Award: The Note will be awarded to prospective Purchaser proposing the lowest interest cost and terms most advantageous to the City, such as amortization, paying agent fees, closing fees, bank counsel fees and early redemption provisions. The City has the right to determine which proposal contains the terms most advantageous to it and may reject all proposals if it determines the terms of no one proposal is satisfactory.

Document/ Covenant Provisions: The Ordinance will include standard terms regarding the security for the Note, covenants relating to the tax exemption of the Note and provisions for the payment of principal and interest on the Note. If other terms are required by the Purchaser, the submitted proposal should indicate any such other provisions, covenants or conditions being requested to be included in the authorizing documents as part of the proposal.

Conditions Precedent to Funding: Executed documentation prepared by the City’s Bond Counsel and satisfactory to the City, Bond Counsel and the Purchaser including, but not limited to, the following:

Ordinance adopted by the City Council which contains all relevant provisions governing the financing (rate, term, amortization, security, prepayment provisions, and all other conditions and covenants as are usual and customary for transactions of the same general type)

No Litigation Certificate

Purchase Letter or Purchase Agreement prepared by Bond Counsel and executed by Purchaser, including representations and certifications of Purchaser required pursuant to Chapter 2271 (anti-boycott Israel), Chapter 2252 (transactions with prohibited nations and terrorist organizations), and Chapter 2274 (as added by Senate Bill 19 regarding discrimination against firearm entity or trade association and as added by Senate Bill 13 regarding energy company boycotts) of the Texas Government Code, and other customary provisions.

The Note will not be rated or insured.

Opinion of the Texas Attorney General as to validity of the Note under Texas Law; opinion of Bond Counsel to similar effect and as to tax-exemption of the interest on the Note for federal income tax purposes

No Material Adverse Change

Issue Price Certificate, executed by Purchaser, in substantially similar form to Exhibit A attached hereto.

Disclosure of Interested Parties: Obligation of the City to receive information from the apparent winning bidder. Pursuant to Texas Government Code Section 2252.908 (the “Interested Party Disclosure Act”), the City may not award the Note to the apparent winning bidder unless the bidder either: (a) submits a Certificate of Interested Parties Form 1295 (the “Disclosure Form”) to the City

as prescribed by the Texas Ethics Commission (“TEC”), or (b) represents to the City that it is a publicly traded business entity or a wholly owned subsidiary of a publicly traded business entity (the “Publicly Traded Entity Representation”) (see “DISCLOSURE OF INTERESTED PARTY FORM 1295 - Exemption” below). In the event that the bidder’s bid for the Note is the best bid received and the bidder does not provide the Publicly Traded Entity Representation, the City, acting through its financial advisor, will promptly notify the bidder. That notification will serve as the conditional verbal acceptance of the bid and will obligate the bidder to promptly file a completed Disclosure Form, as described below, in order to complete the award.

Process for completing the Disclosure Form. Reference should be made to the Disclosure Form, the rules of the TEC with respect to the Disclosure Form (the “Disclosure Rules”) and the Interested Party Disclosure Act. Instructional information regarding such matters are set forth at <https://www.ethics.state.tx.us/filinginfo/1295>.

For purposes of completing the Disclosure Form, the Purchaser will need the following information: (a) item 2 – name of governmental entity: the Hutchins, Texas and (b) item 3 – the identification number assigned to this contract by the City: Note 2024 and a description of the services to be provided under the contract: Purchase of Note. The Interested Party Disclosure Act and the Disclosure Rules require a business entity contracting with the City to complete the form at the TEC Internet “portal” that may be accessed at the url set forth above, and then print, sign and deliver the Disclosure Form in physical form to the City. Following the award of the Note, the City will acknowledge receipt of the completed Disclosure Form through the TEC website, as required by the law.

Preparations for completion, and the significance of, the reported information. Time will be of the essence in submitting the Disclosure Form to the City and no award will be made by the City of the Note until a completed Disclosure Form or the Publicly Traded Entity Representation is received. The City reserves the right to reject any bid that is not accompanied by a completed Disclosure Form, as described herein. Neither the City nor its consultants have the ability to verify the information included in a Disclosure Form, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the Disclosure Form. Consequently, an entity intending to bid on the Note should consult its own advisors to the extent it deems necessary and be prepared to submit the completed form promptly upon notification from the City that its bid is the conditional winning bid.

Disclosure of Interested Party Form 1295 – Exemption. Pursuant to the Interested Party Disclosure Act, a publicly traded business entity, including a wholly owned subsidiary of such a business entity, is exempt from the requirements of the Interested Party Disclosure Act. The City is not responsible or liable for ascertaining or verifying whether any bidder satisfies this exemption. If any bidder, in its sole discretion, determines that it satisfies this exemption, the City will require receipt of the certification in the next paragraph via email to accompany its bid. The City will rely on such certification for purposes of satisfying its obligations under the Interested Party Disclosure Act.

Pursuant to Section 2252.908(c)(4), Texas Government Code, filing Certificate of Interested Parties Form 1295 does not apply to a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity. Therefore, we confirm that _____ [BIDDER] is a [wholly owned subsidiary of _____], which is a] publicly traded business entity and, pursuant to such law, we are not required to deliver to the Hutchins, Texas, a Certificate of Interested Parties Form 1295 with respect to our bid to purchase the Note.

These materials must be delivered electronically to the City’s Bond Counsel at tonya.t@westllp.com and the City’s Financial Advisor at jim.sabonis@hilltopsecurities.com no later than 1:00 p.m., Central Time, on the Sale Date. Time will be of the essence in submitting the form to the City, and no bid will be accepted by the City unless a completed Disclosure Form or a Publicly Traded Entity Representation is received on time.

**Representations
Of Purchaser**

By submission of a bid, the bidder verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will

not boycott Israel during the term of the agreement set forth in the bid form. The foregoing verification is made solely to enable the City to comply with Section 2271.002, Texas Government Code. As used in the foregoing verification, 'boycott Israel' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means 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 specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The bidder understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the bidder within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

By submission of a bid, the bidder represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following page of such Texas Comptroller of Public Accounts website:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>.

The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and excludes the bidder and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The bidder understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the bidder within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Pursuant to Section 2276.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the bidder hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the agreement set forth in the bid form. The foregoing verification is made solely to enable the City to comply with such Section. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, 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 (A) above. As used in this Section, the bidder understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the bidder within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit."

Pursuant to Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session ("SB 19")), Texas Government Code, as amended, the bidder hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the agreement set forth in the bid form. The foregoing verification is made solely to enable the City to comply with such Section.

As used in the foregoing verification and the following definitions,

- (A) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by SB 19), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based

solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) 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,

- (B) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by SB 19), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by SB 19, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by SB 19, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by SB 19, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and
- (C) firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by SB 19), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

As used in this Section, the bidder understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the bidder within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

By submitting the bid form, the bidder represents that it has, or will have prior to the date of Closing, on file with the Texas Attorney General a standing letter

addressing the representations and verifications set forth above and acceptable to the Texas Attorney General. In addition, the bidder, by submitting the bid form, represents that it (including any parent company, wholly- or majority-owned subsidiary or other affiliate of the winning bidder) (1)(A) has not received a letter from the Texas Comptroller of Public Accounts (the "Comptroller") pursuant to Chapter 809, Texas Government Code seeking written verification that such bidder does not boycott energy companies; or (B) if such bidder has received such a letter from the Comptroller, it has timely responded to the Comptroller's request; and (2) does not, and will not, appear on a list published by the Comptroller pursuant to Section 809.051, Texas Government Code prior to the Closing. The bidder, by submitting the bid form agrees to provided such written verification to the City and Bond Counsel, two Business Days before Closing, in a form acceptable to Bond Counsel and the Texas Attorney General.

Notwithstanding anything contained herein, the representations and covenants contained in the foregoing Representations of Purchaser shall survive termination of the Note until the statute of limitations for breach of contract has run.

Schedule I
Principal Installment Schedule
(Preliminary, subject to change)

Maturity Date	Principal Installments
February 15, 2026	\$175,000
February 15, 2027	\$340,000
February 15, 2028	\$479,000
February 15, 2029	\$583,000
February 15, 2030	\$702,000
February 15, 2031	\$2,341,000

PROPOSED TAX NOTES PROJECT LIST

Section H, Item 7.

ADMINISTRATION	
DESCRIPTION	2023/2024 ADOPTED
GIS Services	55,000
Rebranding	75,000
TOTAL	130,000

POLICE DEPARTMENT	
DESCRIPTION	2023/2024 ADOPTED
Jail Camera Upgrades - Evidence Libr	30,000
Security Proposal Alarm	20,000
Jail Camera Upgrades	11,440
Drone	15,000
SUV Tahoe (3)	210,000
TOTAL	286,440

FIRE DEPARTMENT	
DESCRIPTION	2023/2024 ADOPTED
Crew Protect Airfiltration in Apparatus Cab to combat Cancer	9,300
3 Gas Pro Detectors with Ammonia Detect for Chick-fil-a and other	4,855
Narcotics Tracking System for DEA Compliance Software Equipm	6,150
Replace 3.5 ton Condenser and Expansion Valve at Station 2	5,000
1 Administrative Vehicle for EMS Division	50,327
Capital Related Items	29,440
TOTAL	105,072

PUBLIC WORKS	
DESCRIPTION	2023/2024 ADOPTED
Engineering Cost	300,000
Design & Other Professional Service	200,000
TOTAL	500,000

BUILDING INSPECTIONS	
DESCRIPTION	2023/2024 ADOPTED
Bldg. Inspection Truck & Other	100,000
TOTAL	100,000

NEW CITY HALL	
DESCRIPTION	2023/2024 ADOPTED
FF&E	1,300,000
BUILDING	1,200,000
OTHER EXPENDITURES RELATED TO NEW CITY HALL	878,488
TOTAL	3,378,488

BOND ISSUANCE COST	\$ 120,000
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TAX NOTE NOT TO EXCEED	\$ 4,620,000
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STAFF REPORT

MEETING DATE: April 15, 2024

MEETING TYPE: City Council

SUBMITTED BY: Katherine Lindsey

AGENDA CAPTION: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY AND _____ FOR PROFESSIONAL SERVICES FOR THE REBRANDING INITIATIVE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Katherine Lindsey, Assistant to the City Administrator

Background Information

The City Council interviewed three firms: North Star Place Branding + Marketing on March 4th, BrandEra Inc. on March 18th and Pavlik and Associates, LP on April 1st. The City Council is set to discuss the interviews during a work session to be held on April 15th. This Resolution would allow the City Administrator to enter negotiations with the firm chosen during the stated work session.

Budget Implications

The total budgeted cost of the project is \$75,000 which includes professional services and production of printed materials and merchandise such as business cards, vehicle logos, and uniforms.

Operational Impact

Choosing the best firm is paramount to ensuring the project’s success and thus betterment of the City.

Legal Review

The City Attorney approved the resolution.

Staff Recommendation

NA

Supporting Documentation and Attachments

- 1. Resolution

**CITY OF HUTCHINS
RESOLUTION R2024-04-1189**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY AND _____ FOR PROFESSIONAL SERVICES FOR THE REBRANDING INITIATIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council approved funds in the FY 2023-2024 Annual Budget to hire a firm to provide professional services to lead a Rebranding Initiative; and

WHEREAS, an RFP No. 2023-10-02 for - Professional Marketing Services - Rebranding Initiative was issued on October 2, 2023 and the top three ranked firms were interviewed by the City Council; and

WHEREAS, the City Council of the City of Hutchins finds it in the best interest of the City of Hutchins to authorize the City Administrator to begin contract negotiations with _____ for professional services to lead the Rebranding Initiative.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF HUTCHINS, TEXAS, THAT:

SECTION 1. The City, acting through its governing body, hereby authorizes the City Administrator to negotiate an agreement with _____. to lead the Rebranding Initiative.

SECTION 2. This Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 15th day of April 2024.

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(04-10-2024: 4875-0455-1606, v. 1)



STAFF REPORT

MEETING DATE:	April 15, 2024
MEETING TYPE:	City Council
SUBMITTED BY:	Katherine Lindsey
AGENDA CAPTION:	Authorize the City Administrator to execute all necessary contract documents with Big Sky Construction Company, Inc. for the construction of the City Hall facilities in an amount not to exceed a contract sum of \$14,050,000.00 with a contingency in the amount of \$750,000.00. Presented by: James Quin, City Administrator

Background Information

An election was held on November 8, 2022 for the purpose of issuing bonds for the purchase of designing, acquiring, constructing, improving, and equipping a new City Hall. The bond was approved by 72% of voters.

An RFP for Architectural Services and Construction Administration Services for New City Hall Facility was issued on November 11, 2022. The City Council interviewed the top applicants on February 6, 2023 and awarded the contract to Brandstetter Carroll, Inc. on February 20, 2023.

On February 22, 2024 an RFP was published for Competitive Sealed Proposals for the construction of the Hutchins City Hall Building. The bids were opened and read on March 21, 2024. The apparent lowest bidder was Big Sky Construction Company Inc. at \$14,050,000.00.

The City Administrator has negotiated contracts for an Owner/a Contractor Agreement and General Condition of the Contract for Construction for approval for Monday, April 15, 2024 Regular City Council Meeting.

The contingency allowance of \$750,000.00 is included in the base bid amount of \$14,050,000.00.

Budget Implications

The construction cost of the new City Hall building is included in the budget.

Operational Impact

NA

Legal Review

NA

Staff Recommendation

Staff recommends that the City Council authorize Brandstetter Carroll LLC to enter negotiations with the apparent lowest bidder, Big Sky Construction Company Inc., to construct the new City Hall building.

Supporting Documentation and Attachments

1. Resolution
2. Letter of Recommendation
3. Bid Tabulation
4. AIA 1010-2017 (Owner/Contractor Agreement)
AIS 102-2017 (General Condition of the Contract for Construction)



March 26, 2024

Mr. James Quin

City Administrator
City of Hutchins, Texas

RE: Hutchins City Hall

Dear Mr. Quin,

BCI has evaluated the bids received on March 21, 2024 at 10:00am CST at Hutchins City Hall for the construction of the new City Hall Facility. We have determined that the lowest price/best bid was submitted by **Big Sky Construction Company, Inc. of Dallas, TX. for a stipulated sum base bid of \$14,050,00.00.**

We recommend that the City of Hutchins proceed with preliminary contract negotiations including verification that all requirements and sureties are satisfied by this bidder.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mary Ann A. Mitchell", with a long horizontal line extending to the right.

Mary Ann A. Mitchell, AIA
Managing Principal



STAFF REPORT

MEETING DATE: April 15, 2024

MEETING TYPE: City Council

SUBMITTED BY: Mamun Yusuf

AGENDA CAPTION: Discuss and consider Resolution R2024-04-1186 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING BIDS RECEIVED IN ASSOCIATION WITH THE WATERLINE REPLACEMENT PROJECT IN THREE LOCATIONS; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE APPARENT LOW BIDDER S-CO INCORPORATED, IN AN AMOUNT NOT TO EXCEED \$579,078.59; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by Mamun Yusuf, Director of Public Works

Background Information

Schaumburg & Polk, Inc. (SPI) has reviewed the three (3) lowest bids submitted to City of Hutchins on March 8, 2024, for water lines replacement in following locations:

1. S. Mills Street & Rollins Street (737 LF of 6” C900 DR-18 PVC)
2. Burns Drive & Alice Street (835 LF of 6” C900 DR-18 PVC)
3. E. Wintergreen Road and Post Oak Road. (1,091 LF of 10” & 1,064 LF of 8” C900 DR-18 PVC)

Budget Implications

\$579,078.59.00

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommends approving resolution R2024-04-1186

Supporting Documentation and Attachments



April 1, 2024

Mr. Robert McWayne
Assistant Director of Public Works
City of Hutchins 321 N. Main Street
Hutchins, TX 75141

Re: Waterline Replacement Project in Three Locations, Bid Award Recommendation Bid 2024-02
SPI Project No. 23-2123

Dear Robert:

Schaumburg & Polk, Inc. (SPI) has reviewed the three lowest bids submitted to the City of Hutchins, at 2:00p.m. on March 18, 2024, for the above project. Attached is the bid tabulation. This project was advertised for bid on CivCast and ten (10) contractors submitted bids.

The apparent low bid was submitted by S-Co, Incorporated in the amount of \$579,078.59.

We contacted the references in S-Co Incorporated's bid package and received positive references from SW Milam Water Supply Corporation for two projects and East Fork Special Utility District for one project. The references indicated they would award S-Co, Incorporated additional construction projects if they were the low bidder.

Based on the information made available to SPI, we recommend the City of Hutchins accept the bid from S-Co, Incorporated and award them a construction contract in the amount of \$579,078.59.

Sincerely,

A handwritten signature in blue ink that reads 'Donna L. Manhart' with a long, sweeping horizontal line extending to the right.

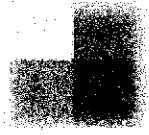
Donna L. Manhart, P.E.
Project Manager

enclosures

CITY OF HUTCHINS
 Water Line Replacement in three Locations
 Bid # 2024-02
 March 18, 2024

Item	Description	Unit	Quantity	S-Co Incorporated		Atkin Bros		Day Services LLC	
				Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid
1	Clearing and Grubbing	SY	5	\$ 196.00	\$ 980.00	\$ 50.00	\$ 250.00	\$ 900.00	\$ 4,500.00
2	Removal of existing concrete sidewalk	SY	5	\$ 196.00	\$ 980.00	\$ 50.00	\$ 250.00	\$ 100.00	\$ 500.00
3	Removal and disposal of existing asphalt pavement	SY	166	\$ 15.00	\$ 2,490.00	\$ 20.00	\$ 3,320.00	\$ 25.00	\$ 4,150.00
4	Remove and replace existing sign panel	EA	2	\$ 266.00	\$ 532.00	\$ 200.00	\$ 400.00	\$ 2,500.00	\$ 5,000.00
5	Remove existing fire hydrant and return to the City	EA	2	\$ 694.00	\$ 1,388.00	\$ 200.00	\$ 400.00	\$ 2,650.00	\$ 5,300.00
6	Relocate existing water meter in new can and connect to service line	EA	9	\$ 1,553.00	\$ 13,977.00	\$ 200.00	\$ 1,800.00	\$ 975.00	\$ 8,775.00
7	Remove and dispose of existing water meter can	EA	9	\$ 160.00	\$ 1,440.00	\$ 10.00	\$ 90.00	\$ 50.00	\$ 450.00
8	Cut and plug existing water service	EA	1	\$ 346.00	\$ 346.00	\$ 100.00	\$ 100.00	\$ 750.00	\$ 750.00
9	Cut and plug existing water line	EA	3	\$ 848.00	\$ 2,544.00	\$ 2,000.00	\$ 6,000.00	\$ 2,500.00	\$ 7,500.00
10	Close existing valve, remove riser, and bury valve	EA	3	\$ 311.00	\$ 933.00	\$ 100.00	\$ 300.00	\$ 2,750.00	\$ 8,250.00
11	Four inch (4") top soil delivered, placed and compacted	SY	5	\$ 233.00	\$ 1,165.00	\$ 35.00	\$ 175.00	\$ 1,050.00	\$ 5,250.00
12	Construct 4 inch 3000 psi Class A sidewalk	SY	5	\$ 413.00	\$ 2,065.00	\$ 100.00	\$ 500.00	\$ 99.00	\$ 495.00
13	Construct BFE ramp with truncated domes per City details	EA	1	\$ 721.00	\$ 721.00	\$ 4,900.00	\$ 4,900.00	\$ 4,850.00	\$ 4,850.00
14	Construct 6 inch 3000psi Class A concrete street repair with 2" HMAC *	SY	166	\$ 76.00	\$ 12,616.00	\$ 115.00	\$ 19,090.00	\$ 125.00	\$ 20,750.00
15	Construct 3/4 inch HDPE poly service line AWWA C901	LF	790	\$ 9.00	\$ 7,110.00	\$ 6.00	\$ 4,740.00	\$ 15.00	\$ 11,850.00
16	Install 6 inch PVC water pipe by open cut AWWA C509	LF	1598	\$ 61.69	\$ 98,580.62	\$ 86.00	\$ 137,428.00	\$ 60.00	\$ 95,880.00
17	Install 8 inch PVC water pipe by open cut AWWA C900 DR18 pressure class	LF	2155	\$ 70.97	\$ 152,940.35	\$ 91.00	\$ 196,105.00	\$ 69.00	\$ 148,695.00
18	Install 6 inch PVC water pipe by bore AWWA C509	LF	36	\$ 93.22	\$ 3,355.92	\$ 220.00	\$ 7,920.00	\$ 170.00	\$ 6,120.00
19	Connect to existing water line	EA	1	\$ 3,252.00	\$ 3,252.00	\$ 4,000.00	\$ 4,000.00	\$ 5,500.00	\$ 5,500.00
20	Connect to existing 1" galvanized water line	EA	1	\$ 1,739.00	\$ 1,739.00	\$ 300.00	\$ 300.00	\$ 2,450.00	\$ 2,450.00
21	Connect existing water service to existing meter	EA	16	\$ 945.00	\$ 15,120.00	\$ 75.00	\$ 1,200.00	\$ 1,250.00	\$ 20,000.00
22	Install 8 x 6 inch tapping sleeve and valve	EA	2	\$ 4,988.00	\$ 9,976.00	\$ 1,900.00	\$ 3,800.00	\$ 8,750.00	\$ 17,500.00
23	Install 6 x 6 inch tapping sleeve and valve	EA	2	\$ 4,766.00	\$ 9,532.00	\$ 1,800.00	\$ 3,600.00	\$ 7,500.00	\$ 15,000.00
24	Install 6 inch gate valve	EA	13	\$ 2,280.00	\$ 29,640.00	\$ 1,200.00	\$ 15,600.00	\$ 2,850.00	\$ 37,050.00
25	Install 8 inch gate valve	EA	6	\$ 3,117.00	\$ 18,702.00	\$ 1,700.00	\$ 10,200.00	\$ 4,250.00	\$ 25,500.00
26	Install fire hydrant assembly	EA	10	\$ 5,808.00	\$ 58,080.00	\$ 7,000.00	\$ 70,000.00	\$ 8,500.00	\$ 85,000.00
27	Install blow off/flushing valve assembly	EA	2	\$ 5,521.00	\$ 11,042.00	\$ 3,500.00	\$ 7,000.00	\$ 7,425.00	\$ 14,850.00
28	Install fittings per City standards	TN	0.86	\$ 9,675.00	\$ 8,320.50	\$ 4,000.00	\$ 3,440.00	\$ 12,500.00	\$ 10,750.00
29	Install meter box furnished by the City	EA	9	\$ 308.00	\$ 2,772.00	\$ 100.00	\$ 900.00	\$ 350.00	\$ 3,150.00
30	Install complete Trench Safety for water Install ations	LF	3752	\$ 0.60	\$ 2,251.20	\$ 1.00	\$ 3,752.00	\$ 1.25	\$ 4,690.00
31	Repair sprinkler heads, control valves, pipe fitting, controllers	EA	5	\$ 549.00	\$ 2,745.00	\$ 100.00	\$ 500.00	\$ 475.00	\$ 2,375.00
32	For all erosion control activities	LS	1	\$ 9,628.00	\$ 9,628.00	\$ 3,500.00	\$ 3,500.00	\$ 7,250.00	\$ 7,250.00
33	Block Sod	SY	3955	\$ 12.00	\$ 47,460.00	\$ 16.00	\$ 63,280.00	\$ 15.00	\$ 59,325.00
34	Implement traffic control	LS	1	\$ 14,630.00	\$ 14,630.00	\$ 2,000.00	\$ 2,000.00	\$ 28,500.00	\$ 28,500.00
35	For mobilization and move-in	LS	1	\$ 28,075.00	\$ 28,075.00	\$ 3,500.00	\$ 3,500.00	\$ 6,500.00	\$ 6,500.00
36	Bonds	LS	1	\$ 1,950.00	\$ 1,950.00	\$ 2,900.00	\$ 2,900.00	\$ 22,842.00	\$ 22,842.00
					Bid Total		\$ 579,078.59		\$ 583,240.00
									\$ 707,297.00

* Corrected bid item quantity from 1605 to 166

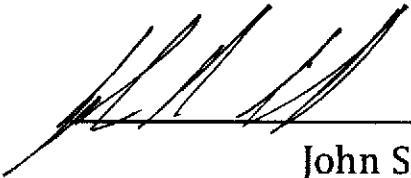


S-Co, Inc.

Section H, Item 10.

2329 County Road 348
Jewett, TX 75846

I, John Sigford, am the President of S-Co Incorporated and acknowledge that due to the bid quantity error our bid will be decreased to \$579,078.59 from our original bid of \$688,442.59. The decrease will come from the change in quantity from 1605 SY to 166 SY and the unit price will remain \$76 per SY.



John Sigford
President, S-Co Incorporated

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R 2024-04-1186**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING BIDS RECEIVED IN ASSOCIATION WITH THE WATERLINE REPLACEMENT PROJECT IN THREE LOCATIONS; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE APPARENT LOW BIDDER S-CO INCORPORATED, IN AN AMOUNT NOT TO EXCEED \$579,078.59; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City accepted bids for the Waterline Replacement Project in Three Locations (“the “Project”); and

WHEREAS, the City has accepted the apparent low bidder S-Co Incorporated for the Project; and

WHEREAS, the City Council of the City of Hutchins finds it in the best interest to the residents and businesses of the City of Hutchins to accept the apparent low bidder, S-Co Incorporated, for the Project in an amount not to exceed \$579,078.59;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, THAT:

SECTION 1. The City, acting through its governing body, hereby confirms that it accepts the bids that were received, opened publicly, and read aloud by the City’s Department of Public Works on March 18, 2024.

SECTION 2. The City, acting through its governing body, hereby confirms that it awards the Project to the apparent low bidder S-Co Incorporated, at the submitted low bid amount of \$579,078.59.

SECTION 4. For and on behalf of the City Council, the City Administrator is hereby authorized to negotiate and execute a contract with S-Co Incorporated, in the amount not to exceed \$579,078.59 for the Project.

SECTION 5. This Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 15th day of April 2024.

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary



STAFF REPORT

MEETING DATE:	April 15, 2024
MEETING TYPE:	City Council
SUBMITTED BY:	Robert McWayne
AGENDA CAPTION:	Discuss and consider Resolution R2024-04-1187 approving and authorizing the City Administrator to negotiate and execute the terms and conditions of the agreement for professional services between the City of Hutchins and Schaumburg and Polk Inc., for the Chatman Street Paving Replacement Project for an amount not to exceed \$139,500.00. Presented by: Mamun Yusuf, Director of Public Works

Background Information

At the request of city staff Schaumburg & Polk, Inc. (SPI) has presented a proposal for professional civil engineering services to design pavement replacement for Chapman Street. The general scope of work for this project is to design approximately 2,400 linear feet of new concrete street replacing the existing asphalt street. The proposed improvements begin at the intersection with JJ Lemmon Road and extend east to the curve at the beginning of Main Street. Proposed pavement areas will be designed generally to match the existing pavement width and profile. The intent is to match the existing elevations of the six intersecting streets and driveways at the edges of the new street.

Budget Implications

\$139,500

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommends approving resolution R2024-04-1187

Supporting Documentation and Attachments

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2024-04-1187**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF HUTCHINS AND SCHAUMBURG AND POLK INC., FOR THE CHATMAN STREET PAVING REPLACEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$139,500.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutchins has been presented with the proposed Agreement for Professional Services (the “Agreement”) by and between the City of Hutchins and Schaumburg and Polk, Inc., for the design of the Chatman Street Paving Replacement Project; and

WHEREAS, the City Council finds that it is in the public interest to approve the Agreement between the City of Hutchins and Schaumburg and Polk, Inc.; and

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Administrator is authorized to negotiate and execute the Agreement on behalf of the City of Hutchins, Texas.

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

SECTION 1. The City Administrator is hereby authorized to negotiate and execute the Agreement, which is attached hereto as Exhibit “A,” on behalf of the City of Hutchins.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 15th day of April 2024.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

EXHIBIT "A"
Agreement for Professional Services

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**AGREEMENT FOR PROFESSIONAL SERVICES
CHATMAN STREET PAVING REPLACEMENT**

This Agreement for Professional Services (“Agreement”) is made by and between the City of Hutchins, Texas (“City”) and Schaumburg & Polk, Inc., a Domestic Corporation (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist the City in engineering services to design approximately 2,400 linear feet of new concrete street to replace an existing asphalt street and as described in the attached Scope of Work. The proposed improvements begin at the intersection with JJ Lemmon Road and extend east to the curve at the beginning of Main Street.(the “Project”) on the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I
Term**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

**Article II
Scope of Service**

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services. The Professional shall perform the services with: (i) the professional skill and care ordinarily provided by competent architects or engineers, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and

professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect or engineer, as the case may be. . If the Professional is not a licensed engineer or registered architect, the Professional shall perform the services: (i) with the skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in the Scope of Services, if any.

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

2.4 Information/Confidentiality. City will furnish to Professional such information with respect to the Project as Professional may reasonably request in order to render Professional's services effectively. Professional will hold in strict confidence all information with respect to the Project which is furnished to Professional by City in confidence and which is not otherwise publicly available and/or not required, as a matter of law or proper business practice, to be disclosed to a third party in connection with the consulting services for the Project.

2.5 Deliverables. All files, documents, data and other information generated under this Agreement, of any nature whatsoever furnished by, or developed by Professional, shall be and remain the property of City.

2.6 Conflict of Interest. Professional agrees to notify City and seek City's approval prior to Professional's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Professional's services under this Agreement. City may deny any such approval for Professional's retention set forth above, in the event City, in City's sole and absolute discretion, should conclude that such retention would have an adverse effect on Professional's services under this Agreement.

**Article III
Schedule of Work**

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

**Article IV
Compensation and Method of Payment**

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed

monthly itemized statement for services that shows the names of the Professional's 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 reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.3 The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

Article V
Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI
Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement 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, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier or by confirmed telefax or facsimile to the address specified below, or to

such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:

City of Hutchins, Texas
Attn: James W. Quin
City Administrator
321 North Main Street
P. O Box 500
Hutchins, Texas 75141
Phone: (972) 225-6121

With a copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager
& Smith, L.L.P.
500 North Akard
1800 Ross Tower
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Professional:

Schaumburg & Polk, Inc.
Attn: Donna L. Manhart , P.E.
2201 N. Central Expressway, Suite 205
Richardson, TX 75080
Phone: (972) 864-8200

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional’s performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence for injury to persons (including death), and for property damage; policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; statutory Worker’s Compensation Insurance at the statutory limits and Employers Liability covering all of Professional’s employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.
- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of

subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the City of any material change of or to the insurance required herein.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither Professional nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If, during the term of this Agreement, Professional becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, Professional shall immediately inform the City of Hutchins.
- (c) For agreements that are financed by Federal or State grants, Professional agrees that this section will be enforced on each of its subcontractors and will inform the City of Hutchins of any violations of this section by subcontractors to the Agreement.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this Agreement.

6.12 Indemnification. **PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT CAUSED BY OR RESULTING FROM PROFESSIONAL'S NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).**

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO PROFESSIONAL'S LIABILITY.

PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

6.16 Lone Star Infrastructure Protection Act Verification. . If under this Agreement, Professional is granted direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Professional verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 2116, 87th Legislature Regular Session), that neither Professional, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Professional, nor any of its sub-contractors (i) is owned

or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; and (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term “designated country” means a country designated by the Governor as a threat to critical infrastructure under Section 113.003 of the Texas Business & Commerce Code. The term “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

6.17 Anti-Terrorism Verification. Professional hereby represents and warrants that at the time of this Agreement neither Professional, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Professional: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a Company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term “foreign terrorist organization” has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code. For purposes of this paragraph, “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2024

City of Hutchins, Texas

By: _____
James W. Quin, City Administrator

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(04-27-2023:TM 134788)

EXECUTED this 4th day of APRIL, 2024.

Schaumburg & Polk, Inc.


By: 
Name: James F. Waldbauer, P.E.
Title: Vice President

EXHIBIT "A"

SCOPE OF WORK

EXHIBIT A ENGINEER'S SCOPE OF WORK

CITY OF HUTCHINS CHATMAN STREET PAVEMENT REPLACEMENT JJ Lemmon Road to Main Street

Schaumburg & Polk, Inc. (SPI) is pleased to present this proposal for professional civil engineering services to design pavement replacement for Chatman Street. The general scope of work for this project is to design approximately 2,400 linear feet of new concrete street to replace an existing asphalt street. The proposed improvements begin at the intersection with JJ Lemmon Road and extend east to the curve at the beginning of Main Street. Proposed pavement areas will be designed without curbs generally to match the existing pavement width and profile. The intent is to match the existing elevations of the six intersection streets and driveways at the edges of the new street. The location and limits of this project is provided on Exhibit B.

SPI proposes to complete the Engineering Services in accordance with the Basic Scope of Services shown below.

A. BASIC SCOPE OF SERVICES

The surveying, design, and construction phase services to be provided under this agreement are described below.

1. SURVEYING SERVICES

Provide detailed topographic survey for project with control. These surveying services will include identifying horizontal location, vertical location, existing above ground features, and visible utility appurtenances throughout the project area, as needed for design. Typical detailed surveying services include:

- a) Establishment of a control network required for topographic survey. Unless otherwise required, horizontal datum will be NAD 83 and vertical datum will be NAVD 88.
- b) Identify properties by subdivision, lot number, street address and/or business name.
- c) Tie control points to as-built plans for correlation of datum, if required.
- d) Locate iron rods pertinent to project corridor.
- e) Locate and tie down existing pavement edges, driveways, sidewalks, ramps, and street intersections along and throughout the project corridor.
- f) Tie down fences, mail boxes, and other above ground ancillary features throughout the project corridor.
- g) Tie down visible water line appurtenances such as water valves, water meters, and fire hydrants.
- h) Tie down visible sanitary sewer line appurtenances such as cleanouts and manholes, including flowlines.
- i) Tie down drainage structures, drainage inlets, swales, and creeks, including flowlines.

- j) Contact Texas 811 to request locates of franchise utilities within the project limits. Franchise utility location graphical representations, as available, will be included on plan submittals that show survey information.
- k) Tie down underground utilities exposed by others where necessary to facilitate design.
- l) Tie down trees, shrubs and landscape features located within the project area. However, a Tree Mitigation Plan is not included in this proposal.
- m) Clean up topographic information and prepare base maps for the roadway improvement corridor.

2. DESIGN SERVICES

- a) Arrange a site visit to verify, inventory and document existing facilities and conditions as well as identify site opportunities and constraints.
- b) Arrange, schedule, and attend conferences, if needed, with applicable utility services within the project limits including, but not limited to, Atmos Energy, ONCOR Electric, AT&T, Frontier, Brazos Electric, North Texas Municipal Water District, City IT Fiber, and Hutchins ISD as necessary to complete the preliminary design.
- c) Research and review previously prepared construction plans, record documents, land records, and other pertinent documents on file in the county real property records, at the City Engineering Department, and other relevant agencies. Research county records for dedications not filed by plat that could encumber portions of the project.
- d) Accurately compile survey information to develop a complete and accurate base map showing existing Right-of-Way (ROW), easements, and utilities.
- e) Provide a geotechnical scope of work and obtain a geotechnical report describing existing soil conditions and making design recommendations for applicable improvements such as pavement and other project improvements.
- f) Prepare and submit an OPCC in Excel format with a 20% contingency. The OPCC shall be appropriate for a 30% design and shall be sufficient to plan for a construction budget for the project.
- g) Prepare and submit 30% Design Submittal to include plans and documents with sufficient detail to indicate relevant alignment issues, design issues, potential utility conflicts, ROW constraints, impacts to adjoining property, constructability, significant stands of trees, other natural features, floodplain locations, impacts to other agencies, analysis of federal and state permits, maintenance of traffic flow, and other City services during construction.
- h) Provide City with one PDF file of the 30% design plans for review and comment.
- i) Following the submittal of the 30% Design Submittal, the City shall schedule a plan review conference, in necessary, with the Engineer to discuss and review the project. The Engineer shall recommend a design for the project based on cost, budget, and the design needs. The City shall review the Engineers recommendations and select the plan that is in the best interest of the City. The Engineer shall make revisions, determined necessary by the City, resulting from the design review comments and plan review conference ("Final Revisions").
- j) Amend plans, documents, and specifications to conform with the comments received from the 30% Design Submittal and develop additional design plans as described in this Section. Additional plans may include Demolition, Project Layout, Horizontal Control, Paving Plan and Profile, Advance Warning Signs, Construction Sequencing, Special Details, and Erosion Control.
- k) Confer with the City for direction on project specific specifications and details required by the City for the project.

- l) Special details for the project shall be defined at the 60% design stage. The City shall make the final determination as to the details required to be produced by the Engineer and the details that will be provided by shop drawings during construction.
- m) Prepare and include in plans, where needed, an adequate traffic control and safety plan. Design shall include locations of message boards, advance warning signs, and limits of the proposed work. Engineer shall conform to minimum requirements of the TMUTCD when preparing this plan.
- n) Prepare and include in plans, where needed, accurate detailed sequencing and phasing plans for the paving construction. Special details are not included. Engineer shall conform to minimum requirements of the TMUTCD, City of Hutchins, and TxDOT standard construction details when preparing these plans.
- o) Prepare and include in the 60% Design Submittal an Erosion Control Plan (ECP) or a Storm Water Pollution Prevention Plan (SWPPP), in accordance with the North Central Texas Council of Governments "Storm Water Quality Best Management Practices for Construction Activities".
- p) Prepare and provide to the City an accurate 60% OPCC. Engineer shall exercise professional engineering judgement when using the historical unit costs provided by the City.
- q) Prepare and provide to the City one pdf of the 60% Design Submittal, including plans, specifications, and proposal forms using City approved formats. If needed, the Engineer shall schedule a plan review conference to discuss and review the City comments.
- r) If required for the project, provide to the City adequate engineering plans necessary to address comments from local, state, federal, and other agencies affected by the project or that have jurisdiction over on the project (as distinguished from detailed applications and supporting documents for government grant-in-aid or for planning advances). Provide necessary documentation required by any federal and/or state agency and assist the City in obtaining any agreements or permits that may be required. Federal and state agencies may include, but not be limited, to Texas Department of Licensing and Regulation, Texas Department of Transportation, Railways, Federal Emergency Management Agency, franchise utilities, Texas State Historical Society, Environmental Protection Agency, and Texas Commission for Environmental Quality.
- s) Amend plans, specifications, and documents to sufficiently address comments received from the 60% Design Submittal.
- t) Prepare and submit to the City a 90% design OPCC. The OPCC shall follow the City format and shall be consistent with the quantity summary in the design plans and with the bid schedule in the project specifications.
- u) Prepare and provide to the City one pdf of the 90% Design Submittal, including plans, specifications, and proposal forms using City approved formats. If needed, the Engineer shall schedule a plan review conference to discuss and review the City comments.
- v) Amend the 90% Design Submittal to address comments from the City and incorporate changes into the design, and resubmit an accurate set of bid documents as requested by the City.

3. CONSTRUCTION PHASE SERVICES

- a. Respond to questions during advertisement, prepare addenda, and issue addenda, as needed, to clarify information contained in the bidding documents.
- b. Review bids and prepare the bid tabulation.

- c. Provide to the City prior to the Pre-Construction meeting a PDF file and four (4) full size complete sets of Issued For Construction Plans with addenda and incorporate modifications.
- d. Provide horizontal and vertical control, where requested by the City, to the contractor to re-establish the horizontal and vertical control network for the project.
- e. Provide limited construction phase engineering assistance. When requested by the City, the Engineer shall visit the site and consult with the City and the contractor to address questions.
- f. Review the contractor's shop drawings and related submittals applicable to the detailed work.
- g. Review and check pay estimates.
- h. Prepare change orders.
- i. Prepare Record Drawings, with the changes noted by the contractor and the City. Provide a PDF copy to the City

B. FEES

Compensation for these services will be provided in accordance with The City of Hutchins PSA. SPI proposes to provide the above Scope of Services for the fixed fee of \$139,500.00. This fee does not include any additional or special services that may arise during the survey and design of the project.

Survey Services:	\$ 15,000
Design Services :	\$ 99,000
Construction Phase Services:	\$ 15,600
Geotechnical Report	\$ 9,900

Total Fee **\$139,500**

C. SCHEDULE

SPI proposes to complete the design in 180 calendar days independent of City review time. The schedule begins once the signed contract is provided by the City.

TASK	CALENDAR DAYS
Survey	30
Preliminary/30% Design Phase	45
60% Design Phase	45
90% Design Phase	30
Final Plans/Bidding	30

D. ADDITIONAL SERVICES

The intent of the Basic Scope of Services is to include the services specifically listed herein and none others. Additional Services are services not provided in the Basic Scope of Services that may be requested by the City and approved in writing by the City. These services shall be billed

at the hourly rates provided in Exhibit C. Services not in the Basic Scope of Services, which could be authorized by the City as Additional Services, include the following:

- a. Preparing right-of-way or easement documents.
- b. Design of new sidewalks, and ramps (unless affected by the street improvements).
- c. Geotechnical investigations.
- d. Subsurface Utility Exploration (SUE)/Level A work.
- e. Prepare a tree mitigation plan.
- f. Fees for TDLR registration, review, and inspection.
- g. Design of underground utilities.
- h. Drainage calculations or preparing drainage plans.
- i. On-site representative during construction activities.
- j. Fees for permits or bid advertising.
- k. Certifying the construction is in accordance with plans and specifications.
- l. Site safety and trench safety designs.
- m. Revisions to the design as a result of revisions after completion of original design (unless to correct an error on the plans).
- n. Preparing SWPPP plans. Erosion Control plans and NCTCOG standards will be provided.
- o. Design of construction sequencing details, other than providing TxDOT and City standard details.
- p. Performance of any title searches.
- q. Verifying or resetting ROW monumentation and property corners for adjoining parcels.

EXHIBIT B
LOCATION MAPS

**EXHIBIT B
CHATMAN STREET PAVING IMPROVEMENTS
LOCATION MAP**

Section H, Item 11.

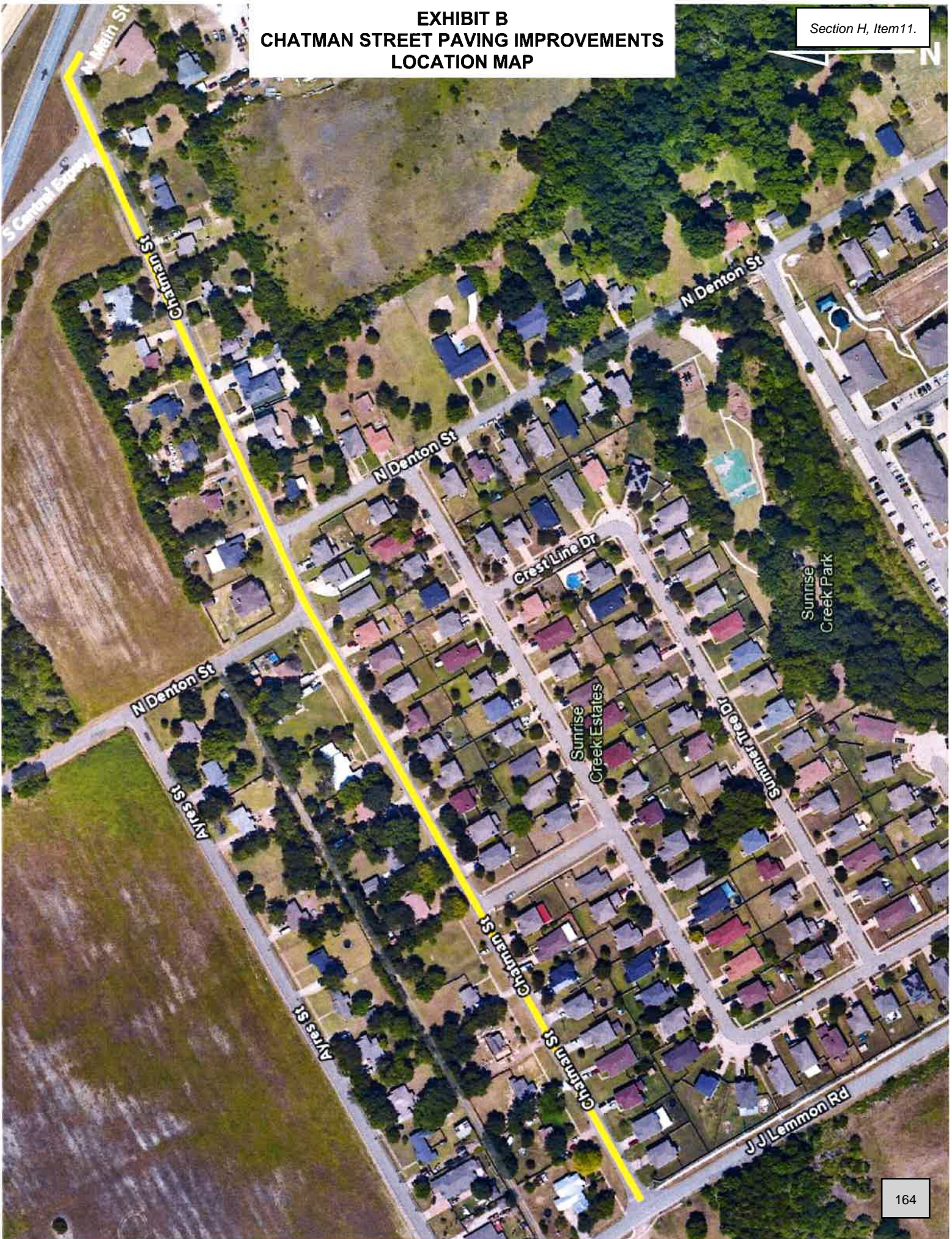


EXHIBIT C
HOURLY RATES



2024 SCHEDULE OF HOURLY RATES and EXPENSES

ADMINISTRATIVE ASSISTANT	\$78.00 /HOUR
INTERN	\$60.00 /HOUR
SURVEY CREW	\$180.00 /HOUR
SURVEYOR I	\$60.00 /HOUR
SURVEYOR II	\$80.00 /HOUR
SURVEYOR III	\$100.00 /HOUR
SURVEYOR IV	\$120.00 /HOUR
SURVEYOR TECH	\$110.00 /HOUR
RPLS	\$180.00 /HOUR
CONSTRUCTION REPRESENTATIVE I	\$85.00 /HOUR
CONSTRUCTION REPRESENTATIVE II	\$112.00 /HOUR
CONSTRUCTION REPRESENTATIVE III	\$140.00 /HOUR
DESIGN TECHNICIAN I	\$90.00 /HOUR
DESIGN TECHNICIAN II	\$105.00 /HOUR
DESIGN TECHNICIAN III	\$120.00 /HOUR
DESIGN TECHNICIAN IV	\$150.00 /HOUR
ENGINEER I / II	\$120.00 /HOUR
ENGINEER III	\$140.00 /HOUR
ENGINEER IV	\$160.00 /HOUR
ENGINEER V	\$190.00 /HOUR
ENGINEER VI	\$230.00 /HOUR
ENGINEER VII	\$260.00 /HOUR
ENGINEER VIII	\$275.00 /HOUR
ENGINEER IX	\$290.00 /HOUR

REIMBURSABLE EXPENSES		
Mileage		IRS Allowable Rate
Travel and Meals		Actual Cost x 1.10
Misc. Reimbursable Expenses		Actual Cost x 1.10

OUTSIDE CONSULTANT RATES		
Associate Engineer	Civil, Electrical, Env	up to \$225.00/HOUR
Subconsultants		Actual Cost x 1.10

Schaumburg & Polk, Inc. furnishes General Liability Insurance, Professional Liability Insurance and State of Texas mandatory limits of Worker's Compensation insurance.

Preparation for and furnishing expert witness testimony will be billed at three times the hourly rates shown above for the various classifications.

Rates Effective: January 1, 2024 (adjusted annually)

OPINION OF PROBABLE CONSTRUCTION COST

**City of Hutchins
Chatman Street Pavement Replacement**



Date: 2/20/2024

Item No.	Description	Unit	Est. Quantity	Unit Cost	Cost
	Remove Existing Asphalt	SY	6000	\$ 15.00	\$90,000.00
	Unclassified Excavation	CY	1625	\$ 35.00	\$56,875.00
	6" CL C 3600 psi Concrete Driveway	SY	528	\$ 85.00	\$44,880.00
	8" CL P 4000 psi Concrete Street	SY	6000	\$ 110.00	\$660,000.00
	6" Lime Stabilized Subgrade	SY	6133	\$ 5.00	\$30,665.00
	Hydrated Lime	TN	91	\$ 350.00	\$31,850.00
	TxDOT Compliant Barrier Free Ramps	EA	5	\$ 3,500.00	\$17,500.00
	Sod	SY	3,200	\$ 10.00	\$32,000.00
	Traffic Control/ Construction Signing	L.S.	1	\$28,913.10	\$28,913.10
	Erosion Control	L.S.	1	\$9,637.70	\$9,637.70
	Mobilization, Bonds, Insurance	L.S.	1	\$48,188.50	\$48,188.50
	Construction Contingency (20%)	L.S.	1	\$210,101.86	\$210,101.86
<u>2024 TOTAL PROBABLE CONSTRUCTION COST:</u>					\$1,260,611.16

- Notes:**
1. Does not includes cost for surveying, engineering, and geotechnical services.
 2. Does not include any cost for right-of-way, easement, or property acquisition.
 3. Does not include any costs for permitting, mitigation, or construction testing and inspection.



STAFF REPORT

MEETING DATE: April 15, 2024

MEETING TYPE: City Council

SUBMITTED BY: Cynthia Olguin

AGENDA CAPTION: Discuss and consider Resolution R2024-04-1188 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, RESCHEDULING THE MAY 6, 2024, REGULAR CITY COUNCIL MEETING TO MAY 13, 2024, AND CANCELLING THE MAY 20, 2024, REGULAR CITY COUNCIL MEETING; AND PROVIDING AN EFFECTIVE DATE. Presented by: Cynthia Olguin, City Secretary

Background Information

The Dallas County Elections Department Joint Election Contract states that the Elections Administrator must prepare and send the unofficial canvass report to each participating group by May 14, 2024. City staff recommends rescheduling the May 6, 2024, regular city council meeting to May 13, 2024. The city council will canvass the election results and give oaths of office during this meeting. The Texas Election Code states the period for canvassing results is no earlier than May 7 and no later than May 15, 2024.

City staff recommend canceling the May 20, 2024, regular city council meeting to prepare for and attend the May 17, 2024, council retreat in Waxahachie. This will allow both staff and council members to prepare for and fully engage in the retreat.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Supporting Documentation and Attachments

Resolution

**CITY OF HUTCHINS
RESOLUTION NO. R20240-04-1188**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, RESCHEDULING THE MAY 6, 2024, REGULAR CITY COUNCIL MEETING TO MAY 13, 2024, AND CANCELLING THE MAY 20, 2024, REGULAR CITY COUNCIL MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutchins, Texas holds its regularly scheduled meetings on the first and third Monday of each month at 6:30 p.m. at City Hall located at 321 N. Main Street, Hutchins, Texas 75141;

WHEREAS, whereas Section 67.003 of the Texas Election Code states the period for official canvass is (a) no later than the 11th day after election day” being May 15, 2024, or “not earlier than the later of: (1) the third day after election day”, being May 7, 2024; and

WHEREAS, the City Council regularly scheduled meetings would conflict with the statutory timeline for canvassing election results; and

WHEREAS, the Hutchins City Council will conduct an annual city council and staff work planning retreat on Friday, May 17, 2024.

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

Section 1: The Hutchins City Council finds that it is necessary and in the best interest of the residents of the City of Hutchins and Dallas County to reschedule the May 6, 2024, Regular City Council meeting to Monday, May 13, 2024, to allow for canvassing election results in accordance with the Election Code; and

Section 2: The Hutchins City Council finds that it is necessary and in the best interest of the residents of the City of Hutchins to cancel the May 20, 2024, Regular City Council to allow staff and council to prepare and attend the annual city council retreat on May 17, 2024.

Section 3: This resolution shall become effective immediately upon its passage.

PASSED AND APPROVED BY THE HUTCHINS CITY COUNCIL ON THIS 15TH DAY OF APRIL 2024.

APPROVED:

MARIO VASQUEZ, MAYOR

ATTEST:

CYNTHIA OLGUIN, CITY SECRETARY



STAFF REPORT

MEETING DATE: April 15, 2024

MEETING TYPE: City Council

SUBMITTED BY: Maria Joyner, Director of Finance

AGENDA CAPTION: DISCUSSION AND NECESSARY ACTION REGARDING AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING ORDINANCE 2023-1179 WHICH ADOPTED THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING AMENDED APPROPRIATIONS FOR ALL OF THE FUNDS OF THE CITY; AUTHORIZING THE CITY ADMINISTRATOR TO MAKE ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Presented by: Maria Joyner, Director of Finance

Background Information

The City of Hutchins is proposing an amendment to the Fiscal Year 2024 Adopted Budget. The amendment related to the purchase of the Administrative Vehicle for the EMS Division that was approved in the FY 2024 Adopted budget for \$40,327. Due to cost increases, the equipment for the vehicle will cost approximately \$10,000. **This is not an increase to the Capital Budget but a reallocation of funds within the budget.** This amendment will provide improved services to our citizens.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

The ordinance has been reviewed by the City Attorney.

Staff Recommendation

City staff recommends approval of the attached ordinance.

Supporting Documentation and Attachments

Budget Amendment Ordinance 2024 _____

**CITY OF HUTCHINS, TEXAS
ORDINANCE NO. 2024-04-1189**

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING ORDINANCE 2023-1179 WHICH ADOPTED THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING AMENDED APPROPRIATIONS FOR ALL OF THE FUNDS OF THE CITY; AUTHORIZING THE CITY ADMINISTRATOR TO MAKE ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the FY 2023-2024 Operating Budget by Ordinance 2023-1179 on September 5, 2023 appropriating the necessary funds out of the general revenues, grants and other revenues for the maintenance and operation of various funds, departments, activities and improvements of the City; and

WHEREAS, the Texas Local Government Code § 102.010, “Changes in Budget for Municipal Purposes”, allows a municipality to amend their budgets as deemed necessary for municipal purposes; and

WHEREAS, the City Administrator is submitting the amended budget of revenues, expenditures, and fund balances for conducting the affairs of the City for FY 2023 - 2024; and

WHEREAS, upon full consideration of the matter, the City Council amended the adopted budget which, in their judgment, is warranted and in the best interest of the taxpayers of the City of Hutchins;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS SUBJECT TO THE APPLICABLE STATE LAWS AND THE CITY CHARTER:

Section 1. That the 2023-2024 Operating Budget is amended to include all funds originally adopted for the fiscal year.

Section 2. That all provisions of the ordinance of the City of Hutchins in conflict with provisions of this ordinance, be and the same are hereby repealed, and all other provisions of the ordinances of the City of Hutchins not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 3. That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same should not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ON THIS THE 15TH DAY OF APRIL 2024.

APPROVED:

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary



STAFF REPORT

MEETING DATE: April 15, 2024

MEETING TYPE: City Council

SUBMITTED BY: Maria Joyner, Director of Finance

AGENDA CAPTION: Discuss and consider **Ordinance 2024-_____** OF THE CITY OF HUTCHINS, TEXAS, AMENDING ORDINANCE NO. 2023-1180 WHICH ADOPTED THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, BY APPROVING ADDITIONAL APPROPRIATIONS FOR THE FUNDING OF THE HUTCHINS ECONOMIC DEVELOPMENT CORPORATION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Presented by: Maria Joyner, Director of Finance

Background Information

The City of Hutchins is proposing an amendment the Fiscal Year 2024 Adopted Budget. This amendment aims to improve services for the community and increase economic growth within the City. The amendment includes added incentives to the Economic Development Budget. The proposed incentives are below:

La Mancha 101 S IH 45 #9	\$ 6,000.00
Pete's Café 101 S IH 45 #1	\$ 22,500.00
Marigold 102 West Palestine	\$ 3,400.00
	<u>\$ 31,900.00</u>

Funding for this request will come from the Fund Balance reserve of the Economic Development Fund.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

The ordinance has been reviewed by the City Attorney.

Staff Recommendation

City staff recommends approval of the attached ordinance.

Supporting Documentation and Attachments

Budget Amendment Ordinance 2024 _____

**CITY OF HUTCHINS, TEXAS
ORDINANCE NO. 2024-04-1190**

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING ORDINANCE NO. 2023-1180 WHICH ADOPTED THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, BY APPROVING ADDITIONAL APPROPRIATIONS FOR THE FUNDING OF THE HUTCHINS ECONOMIC DEVELOPMENT CORPORATION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council approved the Fiscal Year 2023-2024 Hutchins Economic Development Corporation Budget by Ordinance 2023-1180 on September 5, 2023; and

WHEREAS, the City Council and the Hutchins Economic Development Corporation Board of Directors find that a public necessity requires expenditures to be made to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget, and require the City to make certain amendments to the budget originally adopted;

WHEREAS, upon full consideration of the matter, the City Council amended the adopted budget which, in their judgment, is warranted and in the best interest of the taxpayers of the City of Hutchins, as set forth in Exhibit “A” attached hereto;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS SUBJECT TO THE APPLICABLE STATE LAWS AND ORDINANCES:

SECTION 1. That the Fiscal Year 2023-2024 Hutchins Economic Development Corporation Budget is amended to include all funds adopted for the fiscal year and is attached as Exhibit “A”.

SECTION 2. That all provisions of the ordinance of the City of Hutchins in conflict with provisions of this ordinance, be and the same are hereby repealed, and all other provisions of the ordinances of the City of Hutchins not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same should not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional.

SECTION 4. That this Ordinance shall take effect immediately from and after its passage.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THIS THE 15th DAY OF APRIL 15, 2024.

APPROVED:

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

EXHIBIT "A"
HUTCHINS ECONOMIC DEVELOPMENT CORPORATION
Economic Development Corporation 2023-24 Budget Amendment

EXHIBIT A		Proposed Budget FY 2024	Increase/ (Decrease)	Proposed Amended Budget FY 2024
30-4310-01-00	Sales Tax	975,000		975,000
30-4900-01-00	Interest Income-TEXPOOL	20,000		20,000
30-4901-01-00	Interest Income-Bank	60		60
	TOTAL REVENUES	995,060		995,060
30-5010-01-00	Salaries	127,825		127,825
30-5210-01-00	FICA	9,779		9,779
30-5310-01-00	TMRS	11,863		11,863
30-5320-01-00	Health/Life Insurance	11,865		11,865
30-5450-01-00	Workers Comp	524		524
	Total Salaries and Benefits	\$ 161,856		\$ 161,856
GENERAL EXPENDITURES:				
30-5775-01-00	Advertising (Website, Video, Print Ads)	15,000		15,000
30-5755-01-00	Annual Audit & Accounting	4,500		4,500
30-5810-01-00	Automobile Maintenance, Gas and Ins	2,000		2,000
30-5831-01-00	Business Retention Efforts	3,000		3,000
30-5410-01-00	Casualty and Liability Insurance	2,040		2,040
30-5830-01-00	Community Events	1,500		1,500
30-5540-01-00	Copy, Printing, Binding	200		200
30-5985-01-00	Computer Equipment/Maint	760		760
30-6200-01-00	Lease Agreements/Computer Expense	240		240
30-5730-01-00	Dues and Subscriptions	13,500		13,500
30-5776-01-00	Promotion/Trade Shows/Team Texas/DFW MT	35,000		35,000
30-5910-01-00	Building Maintenance/Lawn	2,500		2,500
30-5800-01-00	Miscellaneous	1,000		1,000
30-5510-01-00	Office Supplies	1,500		1,500
30-5520-01-00	Postage	200		200
30-5960-01-00	Repair and Maintenance-Vehicles	1,500		1,500
30-5740-01-00	Travel and Training	7,000		7,000
30-5610-01-00	Electricity	1,500		1,500
30-5640-01-00	Telephone Internet	4,000		4,000
30-5641-01-00	Educational Donations Paul Q UNT	12,000		12,000
30-5700-01-00	Professional Services (Legal, Engeneering, Demogra	30,000		30,000
	Total General Expenditures	\$ 138,940		\$ 138,940
CAPITAL EXPENDITURES				
30-8170-01-00	Audio Visual and Computer Equipment	2,000		2,000
30-8106-01-00	Furniture	1,500		1,500
30-8199-01-00	Tax Abatement WG East Am Standard	160,000		160,000
30-8225-01-00	Remodeling & Repair	3,000		3,000
	Total Capital Expenditures	\$ 166,500		\$ 166,500
	TOTAL CAPITAL & GENERAL EXPENDITURES	467,296		467,296
SPECIAL PROJECT COSTS				
30-8116-01-00	DCCCD MOBILE TRAINING UNIT	10,000		10,000
30-XXXX-01-00	PALESTINE OVERPASS STUDY	25,000		25,000
30-XXXX-01-00	La Mancha 101 S IH 45 #9		6,000	6,000
30-XXXX-01-00	Pete's Café 101 S IH 45 #1		22,500	22,500
30-XXXX-01-00	Marigold 102 West Palestine		3,400	3,400
30-5777-01-00	City Administrative Costs Transfer Out	21,041		21,041
30-8117-01-00	LANCASTER HUTCHINS	660,000		660,000
30-XXXX-01-00	801 WEST PALESTINE PROJECT	30,000		30,000
	*SPECIAL PROJECT COSTS	746,041	31,900	777,941
	Debt Service	140,400		140,400
	TOTAL FUND 30 EXPENDITURES	1,353,737	31,900	1,385,637
	<i>Revenues over Expenditures</i>	<i>(358,677)</i>		<i>(390,577)</i>