



**CITY OF HUTCHINS
CITY COUNCIL MEETING
AGENDA**

**Monday, April 21, 2025 at 6:30 PM
Hutchins Community Center 500 W. Hickman St., Hutchins**

Pursuant to Section 551 of the Texas Government Code, notice is hereby given of a Regular Meeting of the Hutchins City Council to be held on Monday, April 21, 2025, at 6:30 p.m. located at Hutchins Community Center, 500 W. Hickman St, 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. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. 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.*

D. PRESENTATIONS

1. Hutchins Police department update on the Wilmer Hutchins School Incident. Presented by: Steve Perry Police Chief

E. 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.*

2. Discuss Council Retreat Agenda. Presented by James Quin, City Administrator

3. Discuss and consider a re-plat submitted by Dylan Adame of Kimley-Horn representing (DP Terminal, LP, KTN) for a 78.460-acre tract of land situated in the William L. Wilson Survey, Abstract No. 1553, and the Joseph Manley Survey, Abstract No. 867, City of Hutchins, Dallas County, Texas, according to the plat thereof recorded in Instrument No. 201700285544, Official Public Records, Dallas County, Texas, all of Lot 2, Block B, Prime Pointe Addition, according to plat thereof recorded in Instrument No. 201700233259, Official Public Records, Dallas County, Texas, and being all of that tract of land in the Special Warranty Deed to DP Terminal, LP, recorded in Instrument No. 201700239344 and Instrument No. 202300241028, Official Public

Records, Dallas County, Texas, and being more particularly described as 1600 W. Wintergreen Rd.. Presented by: Tim Rawlings

4. Discuss and consider Resolution No. R2025-04-1257 authorizing the City Administrator to purchase a Generac SG400, 400KW Natural Gas Generator from Waukesha-Pearce Industries, including installation for \$432,245.00. Presented by: Tim Rawlings
5. Discuss and consider Resolution R2025-04-1258 of the CITY COUNCIL of the CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE AGREEMENT WITH KEISER ELECTRIC INC. TO PROVIDE AND INSTALL A BACKUP GENERATOR AT DALLAS WASEWATER LIFT STATION ON LANGDON ROAD. Presented by: Mamun Yusuf, Director of Public Works
6. Discuss and consider Ordinance 2025-04-1207 OF THE CITY OF HUTCHINS, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 1 TITLED "GENERAL PROVISIONS" BY AMENDING ARTICLE 1.14 TITLED "PUBLIC GATHERINGS" BY REPEALING DIVISION 2 TITLED "PARADES, CARNIVALS, CIRCUSES AND TENT SHOWS" IN ITS ENTIRETY AND REPLACING IT WITH A NEW DIVISION 2 TITLED "SPECIAL EVENTS" ESTABLISHING REQUIREMENTS FOR SPECIAL EVENTS; AND AMENDING APPENDIX A TITLED "FEE SCHEDULE" BY AMENDING ARTICLE A1.000 TITLED "GENERAL PROVISIONS" BY REPEALING SECTION A1.003 TITLED "PERMIT FEES FOR PARADES, CARNIVALS, CIRCUSES, AND TENT SHOWS" IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION A1.003 TITLED "SPECIAL EVENTS"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Katherine Lindsey, Assistant to the City Administrator

F. EXECUTIVE SESSION

7. Pursuant to Texas Government Code Section 551.071, Consultation with the City Attorney to receive legal advice regarding pending litigation, to wit: *Atkins Bros. Equipment Co., Inc. vs City of Hutchins; Cause No. DC-25-03945*

G. RECONVENE INTO REGULAR SESSION

8. Take action, if any, as a result of Executive Session

H. ITEMS OF COMMUNITY INTEREST

9. Parks & Recreation Board Meeting, Tuesday, May 6, 2025, 6:30 p.m., Hutchins City Hall, 321 N. Main St., Hutchins

Keep Hutchins Beautiful Board Meeting, Tuesday, May 13, 2025, 6:00 p.m., Hutchins Community Center, 500 W. Hickman, Hutchins.

Special City Council Meeting, Tuesday, May 13, 2025, 6:30 pm, Hutchins City Hall, 321 N. Main St., Hutchins.

Atwell Public Library Board Meeting, Tuesday, May 20, 2025, 6:30 p.m., Hutchins City Hall, 321 N. Main St., Hutchins.


Early Voting By Personal Appearance for the May 3, 2025, Hutchins General Election: Hutchins City Hall – Council Chamber, 321 N. Main St., or at any of the Dallas County Elections early voting branch polling places listed on their website at www.dallascountyvotes.org.

Tuesday-Friday	April 22 – 25	8 am to 5 pm
Saturday	April 26	7 am to 7 pm
Sunday	April 27	12 pm to 6 pm
Monday-Tuesday	April 28 – 29	7 am to 7 pm

I. ADJOURN

CERTIFICATION

I certify that a copy of the April 21, 2025, 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 Thursday, April 17, 2025, before 6:30 p.m.


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 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 21, 2025

MEETING TYPE: Regular Council Meeting

SUBMITTED BY: Chief Perry

AGENDA CAPTION: [Hutchins Police department update at the Wilmer Hutchins School Incident] Presented by: [Steve Perry Police Chief]

Background Information

Police department report regarding the response to the April 15, 2025, Wilmer Hutchins High School Incident.

Budget Implications

Operational Impact

Legal Review

Internal Review and consultation with City Attorney Joe Gorfida.

Staff Recommendation

Supporting Documentation and Attachments

**City Council Retreat
Friday, May 16, 2025
8:00 AM – 5:00 PM
Draft Items**

04/10/25

**(8:00 am - 8:30 a.m.)
BREAKFAST**

City Attorney Presentation (CC Ethics Training and Legislative Briefing)

City Hall Ribbon Cutting Plan Update (Cynthia Olguin)

Recreation and Library Building Concept (BCI)

City Financial Position Update (Jim Sabonis of Hilltop and Maria Joyner)

FY 25/26 Strategic Plan Initiative (James Quin)

FY 25/26 Parks Master Plan Update (James Quin)

FY 26/27 Street Improvement Bond Program (Mamun Yusuf)

Public Works and Parks Improvements (Mamun Yusuf)

Public Safety Vacant Lot Uses and Costs (Mamun Yusuf)

Window Sign Ordinance (Tim Rawlings and Chief Perry)

Placement of Speed Humps on City streets (Chief Perry and Chief Hickson)

Economic Development Update (Guy Brown)

Department Personnel and Capital Requests (All)



STAFF REPORT

MEETING DATE: April 21, 2025

MEETING TYPE: City Council

SUBMITTED BY: Tim Rawlings

AGENDA CAPTION: Discuss and consider a re-plat submitted by Dylan Adame of Kimley-Horn representing (DP Terminal, LP, KTN) for a 78.460-acre tract of land situated in the William L. Wilson Survey, Abstract No. 1553, and the Joseph Manley Survey, Abstract No. 867, City of Hutchins, Dallas County, Texas, according to the plat thereof recorded in Instrument No. 201700285544, Official Public Records, Dallas County, Texas, all of Lot 2, Block B, Prime Pointe Addition, according to plat thereof recorded in Instrument No. 201700233259, Official Public Records, Dallas County, Texas, and being all of that tract of land in the Special Warranty Deed to DP Terminal, LP, recorded in Instrument No. 201700239344 and Instrument No. 202300241028, Official Public Records, Dallas County, Texas, and being more particularly described as 1600 W. Wintergreen Rd.. Presented by: Tim Rawlings

Background Information

Dylan Adame of Kimley-Horn representing property owner (DP Terminal, LP, KTN) has submitted a re-plat of a 78.460-acre tract of land in the Port Industrial zoning district which currently has an approx. 540,000 sq. Ft. warehouse/distribution facility on it. The reason for the replat is to allow Phase 3 of their expansion, which will be a 294,000 sq. ft. warehouse/distribution building.

Staff has reviewed the re-plat and all corrections requested have been made. This project complies with the future land use map and comprehensive plan.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

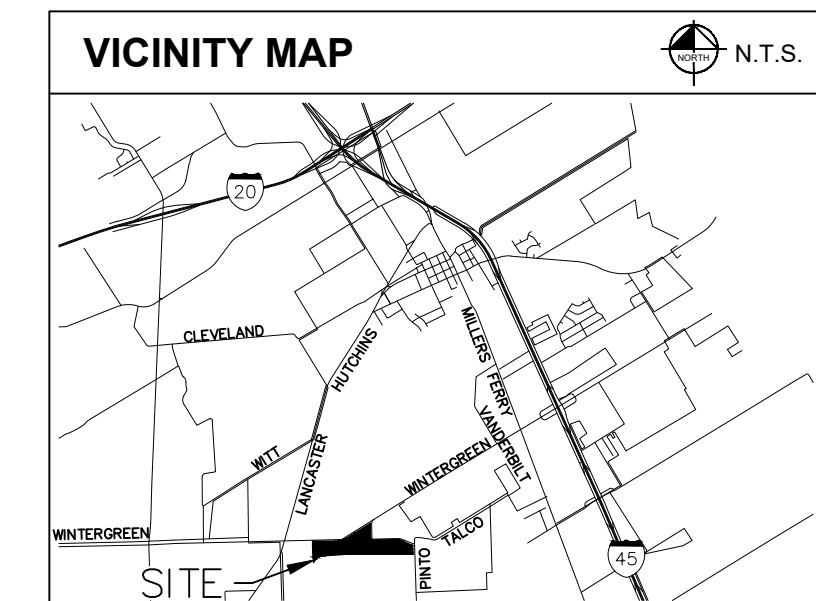
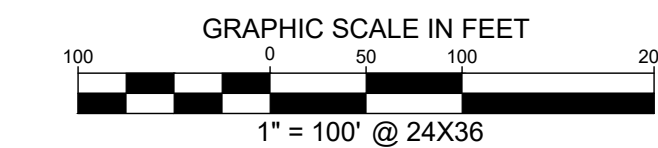
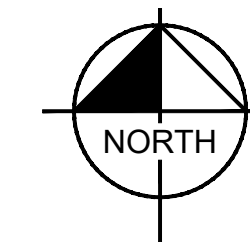
Staff Recommendation

Staff recommends approval of the re-plat.

Supporting Documentation and Attachments

NOTES:

- See Sheet 2 of 2 for owner's dedication, property description, and certifications.
- All bearings shown are based on grid north of the State Plane Coordinate System of Texas, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.
- Notice: Selling a portion of this addition by metes and bounds is a violation of the City Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building permits.

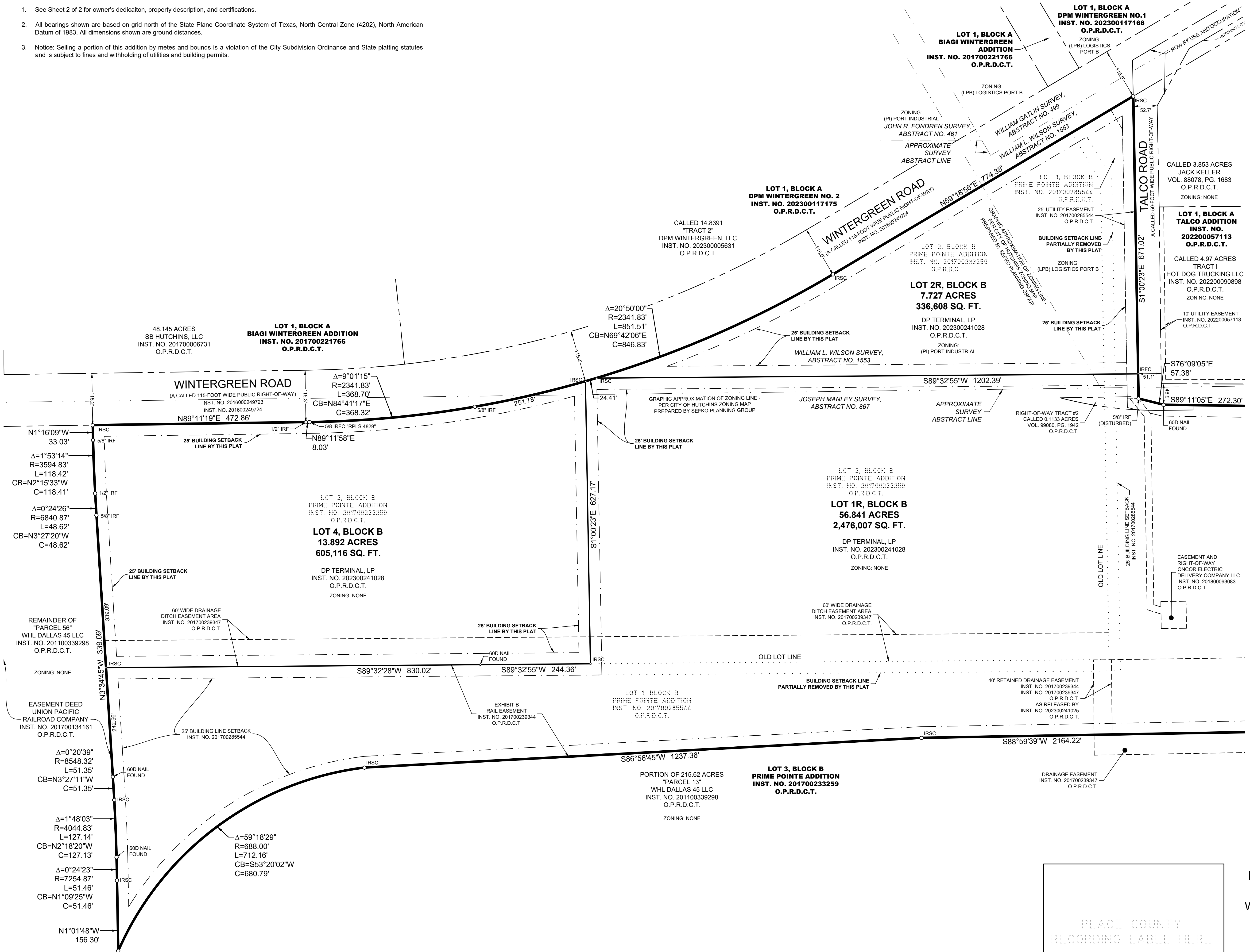


LEGEND

IRSC/IRFC	5/8" IRON ROD W/ "KHA" CAP SET/FOUND
IRF	IRON ROD FOUND
XF	"X" CUT IN CONCRETE FOUND
P.O.C. / P.O.B.	POINT OF COMMENCING / BEGINNING
VOL. / PG.	VOLUME / PAGE
INST. NO.	INSTRUMENT NUMBER
D.R.D.C.T.	DEED RECORDS, DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

LINE TYPE LEGEND

	BOUNDARY LINE
	EASEMENT LINE
	ADJOINING PROPERTY LINE
	BUILDING SETBACK LINE



SEE SHEET 2

FINAL PLAT
KTN DALLAS LOGISTICS TERMINAL
LOT 1R, 2R, 4, BLOCK B
78.460 ACRES
 ZONING = PORT INDUSTRIAL (LOT 2R, BLOCK B)
 1600 WINTERGREEN ROAD
 BEING A REPLAT OF LOT 1 & 2, BLOCK A OF
 PRIME POINTE ADDITION
 WILLIAM L. WILSON SURVEY, ABSTRACT NO. 1553
 JOSEPH MANLEY SURVEY, ABSTRACT NO. 867
 CITY OF HUTCHINS, DALLAS COUNTY, TEXAS

PLACE COUNTY
 RECORDING LABEL HERE

FLOOD STATEMENT:

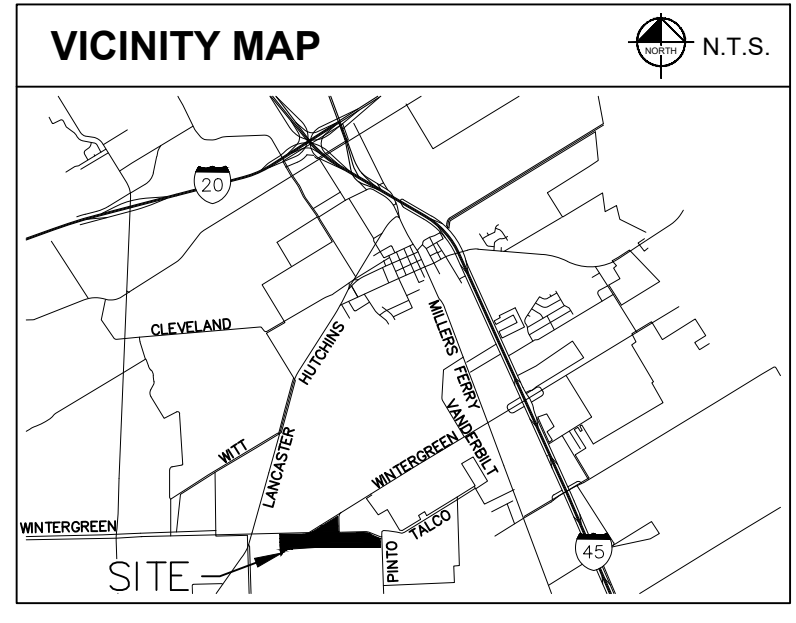
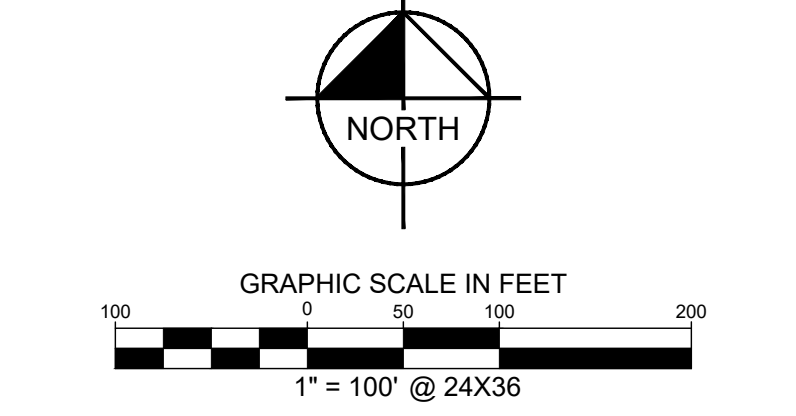
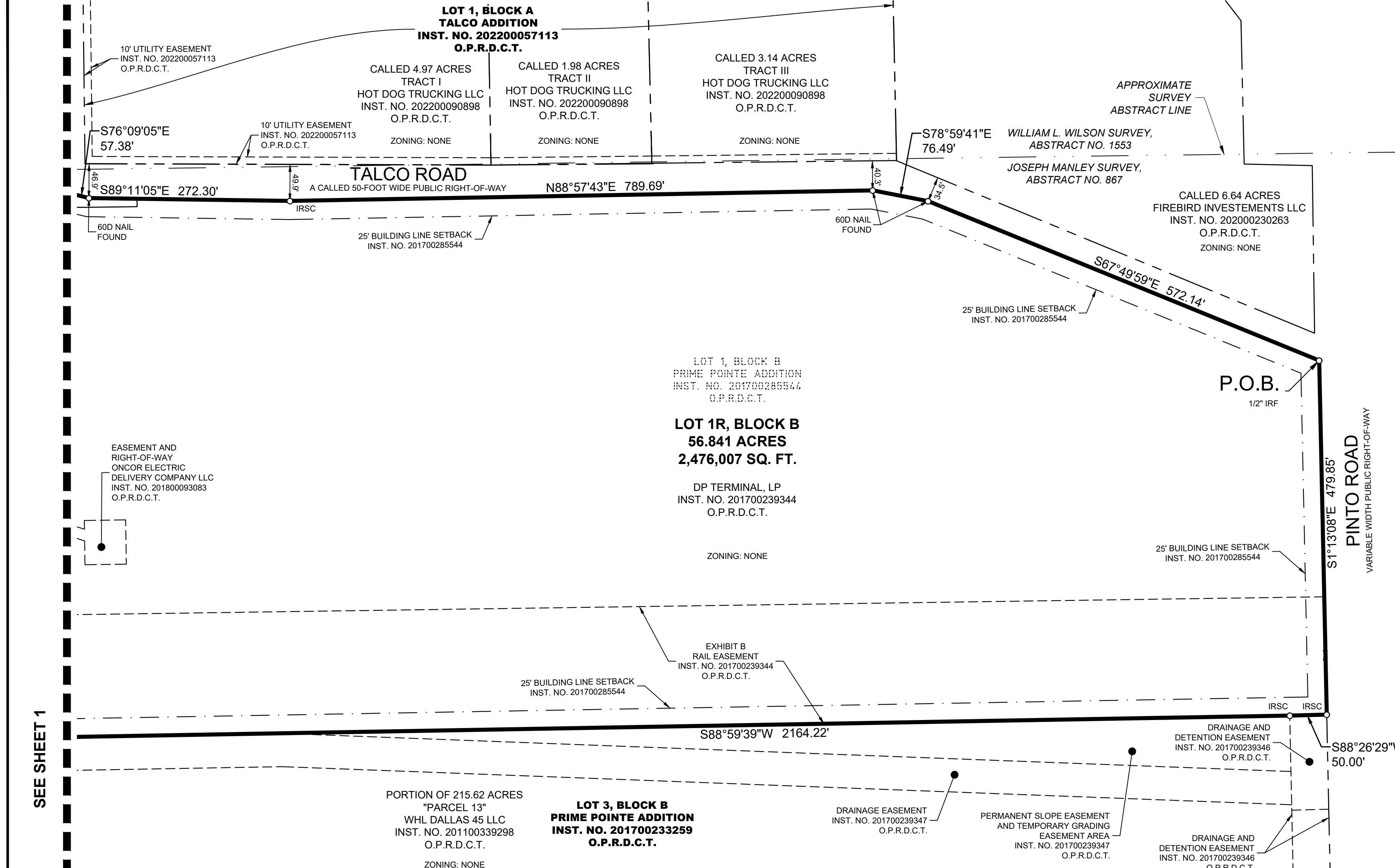
According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48113C0655K, for Dallas County, Texas and incorporated areas, dated July 7, 2014, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain." If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

OWNER:
 DP TERMINAL LP
 PO BOX 1356
 LA PORTE, TX 77572
 PH. (346)-548-6041
 CONTACT: WILLEM JAN VANHAUTE
 WILLEM.JAN.VANHAUTE@KTNUSA.COM

ENGINEER/SURVEYOR:
 KIMLEY-HORN AND ASSOCIATES, INC.
 2600 N CENTRAL EXPY
 SUIT 400
 RICHARDSON, TX 75080
 PH. 214-617-0535
 CONTACT: DYLAN ADAME P.E.
 DYLAN.ADAME@KIMLEY-HORN.COM

Kimley»Horn
 801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	AEL	DJD	Mar. 2025	060053900	1 OF 2



LEGEND

IRSC/IRFC	5/8" IRON ROD W/ "KHA" CAP SET/FOUND
IRF	IRON ROD FOUND
XF	"X" CUT IN CONCRETE FOUND
P.O.C. / P.O.B.	POINT OF COMMENCING / BEGINNING
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INST. NO.	INSTRUMENT NUMBER
D.R.D.C.T.	DEED RECORDS, DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

LINE TYPE LEGEND

	BOUNDARY LINE
	EASEMENT LINE
	ADJOINING PROPERTY LINE
	BUILDING SETBACK LINE

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, David J. De Weirtd, do hereby certify that I prepared this plat and the field notes made a part thereof from an on the ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the City of Hutchins, Texas.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT 3/24/2025

David J. De Weirtd
Registered Professional Land Surveyor No. 5066
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, #1300
Fort Worth, Texas 76102
Ph. (817) 335-6511
dave.deweirtd@kimley-horn.com

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared David J. De Weirtd, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2025.

Notary Public, State of Texas

Printed Name

CERTIFICATE OF APPROVAL BY THE CITY OF HUTCHINS

This is to certify that the City Manager or designee of the City of Hutchins, Texas, have approved the **KTN DALLAS LOGISTICS TERMINAL, LOT 1R, 2R, 4, BLOCK B** as shown hereon.

In TESTIMONY WHEREOF, witness the official signatures of the City Manager or designee of the City of Hutchins, Texas this _____ day of _____, 2025

	SIGNATURE
PLANNING & ZONING	
ENGINEERING	
BUILDING INSPECTION	
FIRE PREVENTION	

CITY OF HUTCHINS

No variances from the General Development Ordinance Requested:
Approved for preparation of Final Plat

_____, Chairman, Planning & Zoning Commission, Date _____
City of Hutchins, Texas

CITY SECRETARY

The undersigned, the City Secretary of the City of Hutchins, Texas, hereby certifies that the foregoing final plat of the **KTN DALLAS LOGISTICS TERMINAL** Addition to the City of Hutchins was submitted to the appropriate Planning & Zoning Commission or City Council as required by the ordinances of the City of Hutchins on the _____ day of _____, 2025, and such body by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places and water and sewer lines, as shown and set forth in and upon said plat, and said body further authorized the acceptance thereof by signing as hereinabove subscribed in the capacity stated.

Witness my hand this _____ day of _____, 2025

Cynthia Olguin, City of Secretary
City of Hutchins, Texas

OWNER'S CERTIFICATE OF DEDICATION

STATE OF TEXAS §
COUNTY OF DALLAS §

WHEREAS **DP TERMINAL, LP**, is the owner of a tract of land situated in the William L. Wilson Survey, Abstract No. 1553, and the Joseph Manley Survey, Abstract No. 867, City of Hutchins, Dallas County, Texas, and being all of Lot 1, Block B, Prime Pointe Addition, an addition to the City of Hutchins, Dallas County, Texas, according to the plat thereof recorded in Instrument No. 201700285544, Official Public Records, Dallas County, Texas, all of Lot 2, Block B, Prime Pointe Addition, according to the plat thereof recorded in Instrument No. 201700233259, Official Public Records, Dallas County, Texas, and being all of that tract of land described in the Special Warranty Deed to DP Terminal, LP, recorded in Instrument No. 201700239344 and Instrument No. 202300241028, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the intersection of the west right-of-way line of Pinto Road (a variable width right-of-way) and the south right-of-way line of Talco Road (a variable width right-of-way), and being the most easterly northeast corner of said Lot 1, Block B;

THENCE with the west right-of-way line of said Pinto Road, South 01°11'30" East, a distance of 479.85 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the south corner of said Lot 1, Block B, and the northeast corner of Lot 3, Block B, Prime Pointe Addition, recorded in Instrument No. 201700233259, Official Public Records, Dallas County, Texas;

THENCE with the common line of said Lot 1, Block B, and Lot 3, Block B of said Prime Pointe Addition, the following courses and distances:

South 88°26'29" West, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;
South 88°59'39" West, a distance of 2,164.22 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;
South 86°56'45" West, a distance of 1,237.36 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 688.00 feet, a central angle of 59°18'29", and a chord bearing and distance of South 53°20'02" West, 680.79 feet;
In a southwesterly direction, with said non-tangent curve to the left, an arc distance of 712.16 feet to a 60D Nail found for the southwest corner of said Lot 1, Block B, and the most westerly northwest corner of said Lot 3, Block B, and being in the east line of a tract of land designated as "Parcel 56" in the Special Warranty Deed to WHL Dallas 45 LLC, recorded in Instrument No. 201100339298, Official Public Records, Dallas County, Texas;

THENCE with the west line of said Lot 1 and Lot 2, Block B, the following courses and distances:

North 01°01'48" West, a distance of 156.30 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 7,254.87 feet, a central angle of 00°24'23", and a chord bearing and distance of North 01°09'25" West, 51.46 feet;
In a northerly direction, with said non-tangent curve to the left, an arc distance of 51.46 feet to a 60D Nail found at the beginning of a non-tangent curve to the left with a radius of 4,044.83 feet, a central angle of 01°48'03", and a chord bearing and distance of North 02°18'20" West, 127.13 feet;
In a northerly direction, with said non-tangent curve to the left, an arc distance of 127.14 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 8,548.32 feet, a central angle of 00°20'39", and a chord bearing and distance of North 03°27'11" West, 51.35 feet;
In a northerly direction, with said non-tangent curve to the left, an arc distance of 51.35 feet to a 60D Nail found for corner;
North 03°34'45" West, a distance of 581.65 feet to a 5/8-inch iron rod found at the beginning of a non-tangent curve to the right with a radius of 6,840.87 feet, a central angle of 00°24'26", and a chord bearing and distance of North 03°27'20" West, 48.62 feet;
In a northerly direction, with said non-tangent curve to the right, an arc distance of 48.62 feet to a 1/2-inch iron rod found at the beginning of a non-tangent curve to the right with a radius of 3,594.83 feet, a central angle of 01°53'14", and a chord bearing and distance of North 02°15'33" West, 118.41 feet;
In a northerly direction, with said non-tangent curve to the right, an arc distance of 118.42 feet to a 5/8-inch iron rod found for corner;
North 01°16'09" West, a distance of 33.03 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the northwest corner of said Lot 2, Block B, and being in the south right-of-way line of Wintergreen Road (a called 115-foot wide right-of-way);

THENCE with the south right-of-way line of said Wintergreen Road, the following courses and distances:

North 89°11'19" East, a distance of 472.86 feet to a 1/2-iron rod found for corner;
North 89°11'58" East, a distance of 8.03 feet to a 5/8-inch iron rod with red plastic cap stamped "RPLS 4829" found at the beginning of a non-tangent curve to the left with a radius of 2,341.83 feet, a central angle of 09°01'15", and a chord bearing and distance of North 84°41'17" East, 368.32 feet;
In an easterly direction, with said non-tangent curve to the left, an arc distance of 368.70 feet to a 5/8-inch iron rod found at the beginning of a non-tangent curve to the left with a radius of 2,341.83 feet, a central angle of 20°50'00", and a chord bearing and distance of North 69°42'06" East, 846.83 feet;
In an easterly direction, with said non-tangent curve to the left, an arc distance of 851.51 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;
North 59°18'56" East, a distance of 774.38 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the northeast corner of Lot 1, Block B, and being at the intersection of said southeast right-of-way line of said Wintergreen Road and the west right-of-way line of said Talco Road;

THENCE with the west right-of-way line of said Talco Road, South 01°00'23" East, a distance of 671.02 feet to a 5/8-inch iron rod found (disturbed) for an interior ell corner of said Lot 1, Block B, and being in the south right-of-way line of said Talco Road;

THENCE with the south right-of-way line of said Talco Road, the following courses and distances:

South 76°09'05" East, a distance of 57.38 feet to a 60D Nail found for corner;
South 89°11'05" East, a distance of 272.30 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;
North 88°57'43" East, a distance of 789.69 feet to a 60D Nail found for corner;
South 78°59'41" East, a distance of 76.49 feet to a 60D Nail found for corner;
South 67°49'59" East, a distance of 572.14 feet to the **POINT OF BEGINNING** and containing a computed area of 3,417,731 square feet or 78.460 acres of land.

NOTES:

- All bearings shown are based on the State Plane Coordinate System of Texas, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.
- Notice: Setting a portion of this addition by metes and bounds is a violation of the City Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building permits.

FLOOD STATEMENT:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48113C0655K, for Dallas County, Texas and incorporated areas, dated July 7, 2014, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain." If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **DP TERMINAL, LP**, a Delaware limited liability company, the undersigned authority, does hereby adopt this plat designating the herein above described property as **KTN DALLAS LOGISTICS TERMINAL**, an addition to the City of Hutchins, Dallas County, Texas, and does hereby dedicate to the public use forever the streets and alleys, if any, shown hereon; and does hereby dedicate the easement strips, if any, shown on the plat for mutual use and accommodation of the City of Hutchins and all public utilities desiring to use or using same. No buildings, trees, shrubs, signs, or other improvements shall be constructed or placed upon, over, or across the easement strips, if any, on said plat. The City of Hutchins and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, signs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easement strips, if any, and the City of Hutchins and any public utility shall at all times have the right of ingress and egress to and from and upon any of said easement strips, if any, for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone. A blanket easement of a five (5) foot radius from the center point of all fire hydrants and a five (5) foot radius from the center point of all other appurtenances (fire hydrant valves, water meters, meter boxes, street lights) is hereby granted to the City of Hutchins for the purpose of constructing, reconstructing, inspecting and maintaining the above named appurtenances.

We do further dedicate, subject to the exceptions and reservations set forth hereinafter, to the public use forever, all public use spaces shown on the face of the plat.

DP TERMINAL, LP
A Texas Limited Partnership
By: PD Terminal Associates Inc, its sole general partner

By: _____
Kathleen Bracquene, President

COUNTRY OF BELGIUM §

BEFORE ME, the undersigned authority, on this day personally appeared on this _____ day _____, 2025, personally appeared Kathleen Bracquene, President of DP TERMINAL, LP, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same on behalf of said professional corporation and limited liability companies.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2025.

Notary Public, _____ Expiration Date

PLACE COUNTY
RECORDING LABEL HERE

OWNER :
DP TERMINAL LP
PO BOX 1356
LA PORTE, TX 77572
PH. (346)-548-0041
CONTACT: WILLEM JAN VANHAUTE
WILLEM.JAN.VANHAUTE@KTNUSA.COM

ENGINEER/SURVEYOR :
KIMLEY-HORN AND ASSOCIATES, INC.
2600 N CENTRAL EXPY
SUITE 400
RICHARDSON, TX 75080
PH. 214-617-0535
CONTACT: DYLAN ADAME P.E.
DYLAN.ADAME@KIMLEY-HORN.COM

FINAL PLAT
KTN DALLAS LOGISTICS TERMINAL
LOT 1R, 2R, 4, BLOCK B
78.460 ACRES
ZONING = PORT INDUSTRIAL (LOT 2R, BLOCK B)
1600 WINTERGREEN ROAD
BEING A REPLAT OF LOT 1 & 2, BLOCK A OF
PRIME POINTE ADDITION
WILLIAM L. WILSON SURVEY, ABSTRACT NO. 1553
JOSEPH MANLEY SURVEY, ABSTRACT NO. 867
CITY OF HUTCHINS, DALLAS COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, #1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	AEL	DJD	Mar. 2025	060053900	2 OF 2



STAFF REPORT

MEETING DATE:	April 21, 2025
MEETING TYPE:	City Council
SUBMITTED BY:	Tim Rawlings
AGENDA CAPTION:	Discuss and consider Resolution No. R2025-04-1257 authorizing the City Administrator to purchase a Generac SG400, 400KW Natural Gas Generator from Waukesha-Pearce Industries, including installation for \$432,245.00. Presented by: Tim Rawlings

Background Information

During the early stages of development, it was discovered that there could be significant cost savings for the City if the generator and the installation were purchased separately. This Resolution authorizes the City Administrator to purchase a Generac SG400, 400KW Natural Gas Generator from Waukesha-Pearce Industries, including installation for \$432,245.00.

Budget Implications

The Generator is being purchased via Texas BuyBoard. Texas BuyBoard is a cooperative purchasing program that serves government entities in Texas and beyond. The program offers access to competitively priced contracts for a wide range of products and services from vendors who have gone through a rigorous selection process.

The purchase is funded by the Series 2023 Bonds issued for the New City Hall.

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommends approval.

Supporting Documentation and Attachments



Waukesha-Pearce Industries Section E, Item 4.

12320 South Main Street, Houston, TX 77035
 Phone: 713-723-1050 ~ Fax: 713-551-0799

Date: 1 April, 2025
 Company: Bidding Company
 Attention: Estimator
 Quote Number: 040125-002MZ
 Reference: City of Hutchins 400kW Natural Gas Generator

Thank you for considering WPI for your Power Generation needs. We are pleased to offer the following bill of material based on your recent request and the above-mentioned project.

Qty.	Item Description	Lead Time (Weeks)	Price
1	Generac SG400, 400kW NG Generator	12-18	\$172,382.00

Pricing includes shipping to the site and start-up costs. Offloading at site by others.

Quantity 1 – 400kW Generac Industrial gaseous engine-driven generator, turbocharged/aftercooled 12 cylinder 21.9L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 400 kW Rating, wired for 120/208 VAC three phase, 60 Hz
- Natural Gas fuel system
- Standard Weather Protective Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- Power Zone Digital Control Panel for Single or MPS Generators
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Humidity 2 – 95% (Non Condensing)
 - UL6200
 - C-ETL-US
 - CE
 - FCC
 - IEC801 (Radiated Emissions, Susceptibility, and Surge Immunity)
 - 7" Resistive Color Touchscreen
 - Built-in Webserver
 - IP65 (front)
 - Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch
 - Dual Core Digital Microprocessor
 - RS485, Ethernet and CANbus ports
 - Sensors: Oil Pressure, optional Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage,
 - Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic
 - Programmable I/O



Waukesha-Pearce Industries

Section E, Item 4.

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- Built-in PLC for special applications
- Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor
 - 0.25% digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable
 - 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2 and 3-wire start controls for any industrial grade transfer switch
- 21 Light Annunciator - Surface
- Remote Emergency Stop Switch, Flush-Mount, shipped loose
- 225 AH, 1155 CCA Group 8D Batteries, with rack, installed
- Standard MLCB, 80% rated thermal-magnetic
 - 1600 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Industrial Connectivity Gateway Device
- Oil Temp Sender
- Standard 2-Year Limited Warranty
- SG0400GG30219N18PPYYG

FOB Shipping Point

Project Clarifications:

- Offering standard materials of construction by Generac Power Systems.
- Quotation based off the email received only.

Standard Clarifications:

- New cancellation policy included in WPI Terms and Conditions.
- Sales Tax is NOT Included.
- All gas train accessories by others.
- Any Factory witness test expenses by others.
- Offering manufacturers standard materials of construction.
- Offering manufacturers' standard field testing, Startup & Warranty Registration unless specifically noted above only.
- Quotation is limited to the quantity and description listed above.



Waukesha-Pearce Industries

Section E, Item 4.

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- External plumbing & required Primary Gas Pressure Reducing Regulator by others.
- Recommended gas supply guidelines available at energy.wpi.com
- All Fuel to be provided by others.
- Startup/commissioning must be done within 1 year of factory shipment.
- Responsibility of freight claims to be done by others.
- Jobsite Offloading/Setting is to be done by others.
- Installation & External Wiring is to be done by others.
- Assumes that all work will be done during Normal Business Hours (M-F 8-5)
- Manufacturers' standard literature available upon request.
- This quotation is subject to WPI Terms and Conditions.
- Roof curbs and all roof accessories by others.
- Quotation is valid for 30 days.

Taxable customers are subject to a 1.5% Diesel Surcharge Tax on all units 50Hp and up. Current estimated lead time is from release to order and approved credit by WPI Credit department. All lead times are updated periodically and are subject to change.

Best Regards,

Matt Zilles
New Unit Sales – Power Generation
Waukesha-Pearce Industries, LLC
Cell: (214) 600-1681
Email: Matt.zilles@wpi.com
www.wpi.com

Other services available include Paralleling, Turnkey Services, Remote Monitoring Systems, Preventative Maintenance Agreements, Fuel Maintenance Services, Annual Load Testing, Multi-Purpose Docking Stations and other Power Generation Needs.

1. Acceptance

All quotations offered by WPI are subject to acceptance within thirty (30) days from the quoted date.

2. Payment Terms

Subject to WPI Credit Department approval, WPI's payment terms are Net-30 Days from date of invoice. WPI does NOT allow for the buyer to withhold "Retainage" from final payment. In the event that WPI requires progress payments the following milestone achievements are:

- 50% upon submittal approval and release of order to the factory
- 50% upon completion of equipment, shipment from the factory and prior to delivery to customer site

3. Cancellation or Termination

The Buyer, only upon payment of reasonable cancellation charges related to expenses already incurred and/or commitments made by WPI, may cancel any order placed with WPI. Cancellation charges for Generac Power Systems equipment purchases are subject to the following charges:

For Orders <\$100,000 in Total Price:

- 20 weeks prior to ship date 10% of Selling Price
- 18 weeks prior to ship date 20% of Selling Price
- 16 weeks prior to ship date 30% of Selling Price
- 15 weeks prior to the ship date or less 40% of Selling Price
- Discontinued Product (Engine) No Cancellations Accepted

Non-Standard Tanks

- Special Engineering (Upon Generac SEQ Approval) Incremental 10% of Selling Price

For Orders >\$100,000 in Total Price:

- 20 Weeks Prior to Ship Date 10% of Selling Price
- 18 Weeks Prior to Ship Date 15% of Selling Price
- 16 Weeks Prior to Ship Date 20% of Selling Price
- 14 Weeks Prior to Ship Date 30% of Selling Price
- 13 Weeks Prior to Ship Date 40% of Selling Price
- 12 Weeks Prior to Ship Date 50% of Selling Price
- 10 weeks prior to the ship date or less 60% of Selling Price
- Discontinued Product (Engine) No Cancellations Accepted
- Special Engineering (Upon Generac SEQ Approval) 10% of Selling Price

Cancellation For PSTS Transfer Switch Orders:

PSTS Products <1000 Amps:

- >18 Weeks Prior to Ship Date 0% of Selling Price
- 14-18 Weeks Prior to Ship Date 25% of Selling Price
- Less than 14 Weeks Prior to Ship Date 100% of Selling Price

PSTS Products >1000 Amps:

- 13 Weeks Prior to Ship Date 0% of Selling Price
- 12-13 Weeks Prior to Ship Date 25% of Selling Price
- Less than 12 Weeks Prior to Ship Date 100% of Selling Price

Residential Products:

Cancellation of stock item products is permitted provided the cancellation request is executed by Generac sales and order entry prior to shipment. Cancellations are subject to the following fees:

- 2-4 Weeks Prior to Ship Date 2% of Selling Price
- 1 Day-2 Weeks Prior to Ship Date 5% of Selling Price

Product purchased with special engineering requirements or discontinued engines are subject to 100% cancellation charge.

4. Change Orders

No alterations in specifications, either for total quantity, delivery, mechanical, electrical or other details may be made without written consent of WPI and readjustment of price and estimated delivery. Change order requests are subject to the following fees and based on factory shipping windows:

- 4-6 weeks prior to ship date.....4%
- 2-3 weeks prior to ship date.....6%
- Less than 2 weeks.....No Changes Accepted

Depending on the nature and timing of the changes requested, it may be necessary to reschedule production to a later date.

5. Taxes

In addition to the prices stated in the quote, Buyer shall reimburse WPI for any excise, sales, diesel fuel surcharge or use tax incident to this transaction for which WPI may be liable or compelled to collect.

6. Shipping Dates

Any shipment date provided in the quote is approximate and is estimated based on the advised lead-times provided by the manufacturer(s) of the equipment quoted. Upon receipt of a Purchase Order from Buyer, along with complete specifications and drawings approval, if required, and after receipt of WPI's Purchase Order to the manufacturer the estimated delivery will again be advised by the manufacturer to WPI and WPI will update Buyer on the new estimated delivery. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Buyer or by reason of Force Majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of WPI, including, but not limited to Acts of God, war, riots or insurrection, blockades, embargoes, sabotage,

epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, the inability to secure materials, labor shortages or manufacturing delays. Any delay resulting from any such cause shall extend shipping dates correspondingly. WPI shall in no event be liable for any special, direct or indirect or consequential damages arising from delay(s) irrespective of the reason.

7. Shipping and Delivery Acceptance

It is the responsibility of the buyer or the buyer's representative to inspect all equipment at time of delivery for visible or concealed freight damage. Apparent and concealed damage must be noted on the driver's delivery ticket and subsequent freight claims must be completed and filed directly with the drayage company by the Buyer. In most cases, buyer has up to 30 days to file freight claims when damage is noted with the freight carrier at time of delivery. In most cases, buyer has up to 5 days to file freight claims on damage found after equipment is delivered but not noted at time of delivery. WPI is NOT responsible for damages incurred to equipment during shipment nor is responsible for filing freight claims on damaged equipment incurred in shipment.

8. Equipment Storage

It is hereby understood and agreed that the customer will accept delivery of all purchased equipment within 30 days of fabrication completion. WPI may, at the customers written request, store or stage all or part of, the customers purchased equipment at one of our strategic facilities provided the customer submits an acceptable "Bill & Hold" letter to WPI Inventory Control Department. Buyer hereby agrees to pay WPI in full for all stored equipment within the terms of the contract (Net 30) otherwise the order will subject to incur storage fees of 3% of the contracted sales price per month.

9. Indemnity

Buyer agrees that it will indemnify and hold harmless WPI, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, forfeiture of an oil, gas or mineral lease, damage to a producing reservoir or lease operations of lost production, denied certificate of occupancy or "Green Tag" from the local "AHJ", arising out of, or in any way connected with the failure of, or the operation of the equipment sold by WPI, unless WPI is proven in court to be 100% solely negligent in its responsibilities.

10. Consequential Damages and Other Charges

WPI will not be responsible or liable for any special, direct, indirect or consequential damages or for any operational interruptions or delays, production loss, or other damages or claims of whatever kind caused by or arising out of the fabrication, manufacture, sale, delivery, installation, use, breakage or performance of equipment sold or any part thereof, except only to the extent and in the manner set out in Item 12 below having to do with warranty.

11. Performance Guarantee

Performance is subject to manufacturer's guarantees for horsepower and capacities and is subject to de-rating for actual site conditions.

12. Comments and Exceptions

When Buyer's specifications are attached to or referenced in an invitation to quote, WPI makes a thorough and sincere effort to review these and provide a quote based on WPI's interpretation of the Buyer's specification. WPI's quote will clearly state what is included and what our interpretation is of Buyer's requirements. It is the Buyer's responsibility to review WPI's quote carefully and advise WPI of any discrepancies between Buyer's specification and WPI's quote. WPI's quote constitutes WPI's total offer and only those items; procedures, scope and content clearly stated in the quote are included and WPI makes no guarantee that the products quoted will meet the Buyer's specifications.

13. Warranty

WPI warrants that the equipment of its own fabrication shall be free from defects in design, material, workmanship and title, under normal use, service, and operating conditions, for the period of one (1) year from date of start-up or commissioning or eighteen (18) months from date of shipment. WPI's exclusive remedy for breach of this warranty shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas. Accessories or equipment furnished by WPI, but manufactured by others, shall carry that manufacturer's warranty, which will be passed-on to Buyer. WPI shall not be liable for any repairs, replacements, or adjustments to the equipment or any costs of labor performed by the Buyer or others without WPI's prior written approval. WPI will serve the Buyer by acting as Buyer's representative in regard to warranty claims for items not manufactured by WPI. However, warranty in all cases is limited to the manufacturers' warranty. Any part(s) found to be defective will be replaced at no charge subject to each manufacturers' respective warranty policy, which WPI will administer. Any part(s) replaced that are not subsequently found to be defective by the manufacturer will be charged to the Buyer. Warranty labor for replacement or repair is on site only. Buyer is responsible for travel time, transportation and expenses to and from the closest WPI location, to the location of the subjected equipment. Should WPI travel to the location and find that the cause is not warrantable, all expenses incurred by WPI, to include travel and labor, will be billed to the Buyer at WPI's posted rates. WPI will not be responsible for crane, barge, or special transportation charges associated with warranty repairs.

14. Literature

WPI will provide upon request, the manufacturers standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

15. Hours of Operation

This bid assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am – 5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

16. Start-Up

When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window. Customer has one year (365 days) from the initial ship date of a Generac generator to be started up/commissioned and filed online via GENservice. Registration will then activate the warranty start date. If the product is not started up/commissioned within the first year of the ship date, the warranty start date will revert back to the initial ship date. In addition, any product not started up in the first year must have the Long Term Preservation and Storage Procedure performed and the form completed. Forms must be submitted BEFORE the first year after the initial ship date has expired.



Waukesha-Pearce Industries, LLC

12320 South Main Street, Houston, TX 77035

Phone: 713-551-0330 ~ Fax: 713-551-0799

Texas License# 34010

Date: Monday, March 17, 2025
 Company: WPI
 Attention: Matt Zilles
 Re: Backup Power Generator and ATS
 Quote Number: 031725-AL001

Dear Matt,

The following quotation is per your request and is based on your requirements for the City of Hutchins TX City Hall.

Proposal is based on scope of work provided. Pricing is subject to change according to the city or county comments and final approved electrical drawings if required.

Scope of Work:

1. Install (1) Generac 400kW 120/208V 3PH Natural Gas Generator with the following options:
 - a. (1) 1200A MLCB
 - b. (1) Estop Pushbutton
 - c. Standard Weather Enclosure
2. Install (1) customer provided 1200A 120/208V 4Pole Automatic Transfer Switch with the following options:
 - a. NEMA 3R Enclosure
 - b. Service Entrance Rated
3. Furnish and install 1,200amps of feeder conductors from utility transformer to ATS utilizing customer provided underground raceways.
4. Furnish and install 1,200amps of feeder conductors from ATS to building MDP utilizing customer provided underground raceways. (Length not to exceed 105ft)
5. Furnish and install 1,200amps of feeder conductors from generator and ATS utilizing customer provided underground raceways. (Length no to exceed 425ft)
6. Power shutdown estimated to be 3days to install new 1200A Automatic Transfer Switch. (Temporary generator not included)
7. Furnish and install fuel supply line and secondary generator gas regulator. (not to exceed 25ft)
8. Relocate gas riser stub up from the generators electrical stub up location to outside of concrete pad. (not to exceed 10ft)
9. Furnish and install Battery Charger and Block Heater circuits to generator utilizing customer provided underground raceways.



Waukesha-Pearce Industries, LLC

12320 South Main Street, Houston, TX 77035

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Texas License# 34010

10. Furnish & install controls for new Generator utilizing customer provided underground raceways.
11. Provide crane service to install new 400kw generator. Set onto customer provided generator pad.
12. Provide and install (1) E-stop pushbutton on exterior of generator.
13. Terminate all feeders and applicable control wires.
14. Make all final connections for operational system.
15. Return work area and site to meet or exceed prior conditions.

Total Proposal:

\$259,863.00

Project Clarifications

- Proposal is based on verbal specifications provided by customer. No other information was provided for consideration in this proposal. Compliance with any other specification section(s) or drawing(s) is specifically excluded including those incorporated by reference.
- Proposal is based on customer provided drawing E-001 (Red lined).
- Includes delivery, offloading and installation.
- Includes building, electrical, and plumbing permits if required by local AHJ.
- Includes E-stop and installation.
- Customer is responsible for all costs associated with natural gas meter upgrades or modifications.
- Customer is responsible for all costs associated with the new natural gas line and meter needed to accommodate the new generator proposed.

Assumptions/Exclusions

- Assumes all customer provided conduits are intact and undamaged. Any damaged conduits that cause delays on installation will result in a change order at the customers expense.
- Assumes wire lengths provided by the customer are accurate. Any additional footage that exceeds the footage provided will result in a change order at the customers expense.
- Does not include any modifications to customer provided underground conduits and assumes underground stub up conduits are installed to fit in equipment stub up access areas.
- Does not include engineered drawings if required by local AHJ. (WPI can quote separately)
- Does not include any utility fees, gas or electrical meter upgrades and assumes existing natural gas service has sufficient pressure and volume.



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12320 South Main Street, Houston, TX 77035

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- Does not include repair or replacement of any existing code violations.
- Does not include temporary generator or temporary lighting/power for power outages.
- Excludes any bollards or vehicle crash protection. (WPI can quote separately)
- Does not include remote annunciator. (WPI can quote separately)
- Assumes unrestricted access to the construction area and work done during normal business hours. Weekends or after-hours work.

Standard Exclusions

- Performance bonds and any associated fees.
- Third party testing.
- Underground obstructions, rock, utilities and hazardous or contaminated materials.
- Over-excavation, compaction or replacement of unsatisfactory sub-grade soils.
- Quotation is limited to the quantity and description listed above.

Standard Clarifications

- Price does not include any federal, state, or local sales, use, property, TERP, or exercise taxes that may be applicable.
- All freight is FOB factory, freight prepaid and allowed to jobsite.
- All work to be done in accordance with any seed and local code requirements.
- Wage scaling not included.
- Startup and customer training is by others.
- Manufacturer's standard literature is available.
- This is subject to WPI Terms & Conditions.
- Due to market volatility of raw commodities, WPI reserves the right to review all material pricing prior to acceptance of a purchase order or entering any contract.
- Quotation is valid for 30 days.

Best Regards,

Arthur Lopez

Power-Generation

Waukesha-Pearce Industries, LLC

Cell: (832) 457-8828

Email: arthur.lopez@wpi.com

1. Acceptance

All quotations offered by WPI are subject to acceptance within thirty (30) days from the quoted date.

2. Payment Terms

Subject to WPI Credit Department approval, WPI's payment terms are Net-30 Days from date of invoice. WPI does NOT allow for the buyer to withhold "Retainage" from final payment.

If WPI requires progress payments the following milestone achievements are:

- 50% upon submittal approval and notice to proceed
- 35% upon completion of construction and installation
- 15% upon completion of site QA inspection and acceptance of work performed

3. Cancellation or Termination

The Buyer, only upon payment of reasonable cancellation charges related to expenses already incurred and/or commitments made by WPI, may cancel any order placed with WPI. Cancellation charges for time and materials along with equipment purchases are subject to the following charges:

- 8+ weeks prior to completion date.....25%
- 6-8 weeks prior to completion date.....40%
- 4-6 weeks prior to completion date.....50%
- 2-4 weeks prior to completion date.....75%
- At scheduled completion date.....100%

Product purchased with special engineering requirements or non-returnable materials are subject to 100% cancellation charge.

4. Change Orders

No alterations in specifications, either for total quantity, delivery, mechanical, electrical, construction time and materials or other details may be made without written consent of WPI and readjustment of price and estimated delivery. Change order requests are subject to additional fees and may be subject to alteration of construction, materials and equipment lead times.

Depending on the nature and timing of the changes requested, it may be necessary to reschedule project completion to a later date.

5. Taxes

In addition to the prices stated in the quote, Buyer shall reimburse WPI for any excise, sales, diesel fuel surcharge or use tax incident to this transaction for which WPI may be liable or compelled to collect.

6. Shipping Dates

Any equipment lead times and construction start or completion dates provided in the quote is approximate and is estimated based on the advised lead-times provided by the manufacturer(s) of the equipment quoted or vendors providing materials. Upon receipt of a Purchase Order from Buyer, along with complete specifications and drawings approval, if required, and after receipt of WPI's Purchase Order to the manufacturer or material vendors, the estimated delivery will again be advised to WPI and WPI will update Buyer on the new estimated lead times. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Buyer or by reason of Force Majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of WPI, including, but not limited to Acts of God, war, riots or insurrection, blockades, embargoes, sabotage, epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, the inability to secure materials, labor shortages or manufacturing delays. Any delay resulting from any such cause shall extend shipping dates correspondingly. WPI shall in no event be liable for any special, direct or indirect or consequential damages arising from delay(s) irrespective of the reason.

7. Shipping and Delivery Acceptance

It is the responsibility of the buyer or the buyer's representative to inspect all equipment at time of delivery for visible or concealed freight damage. Apparent and concealed damage must be noted on the driver's delivery ticket and subsequent freight claims must be completed and filed directly with the drayage company by the Buyer. In most cases, buyer has up to 30 days to file freight claims when damage is noted with the freight carrier at time of delivery. In most cases, buyer has up to 5 days to file freight claims on damage found after equipment is delivered but not noted at time of delivery. WPI is NOT responsible for damages incurred to equipment during shipment nor is responsible for filing freight claims on damaged equipment incurred in shipment.

8. Indemnity

Buyer agrees that it will indemnify and hold harmless WPI, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, forfeiture of an oil, gas or mineral lease, damage to a producing reservoir or lease operations of lost

production, denied certificate of occupancy or "Green Tag" from the local "AHJ", arising out of, or in any way connected with the failure of, or the operation of the equipment or materials sold by WPI, unless WPI is proven in court to be 100% solely negligent in its responsibilities.

9. Consequential Damages and Other Charges

WPI will not be responsible or liable for any special, direct, indirect or consequential damages or for any operational interruptions or delays, production loss, or other damages or claims of whatever kind caused by or arising out of the fabrication, manufacture, sale, delivery, installation, use, breakage or performance of equipment or materials sold or any part thereof, except only to the extent and in the manner set out in Item 12 below having to do with warranty.

10. Performance Guarantee

Performance is subject to equipment manufacturer's guarantees for performance and capacities, and is subject to de-rating for actual site conditions.

11. Comments and Exceptions

When Buyer's specifications are attached to or referenced in an invitation to quote, WPI makes a thorough and sincere effort to review these and provide a quote based on WPI's interpretation of the Buyer's specification. WPI's quote will clearly state what is included and what our interpretation is of Buyer's requirements. It is the Buyer's responsibility to review WPI's quote carefully including all clarifications and advise WPI of any discrepancies between Buyer's specification and WPI's quote. WPI's quote constitutes WPI's total offer and only those items; procedures, scope and content clearly stated in the quote are included and WPI makes no guarantee that the products or services quoted will meet the Buyer's specifications.

12. Warranty

WPI warrants that the equipment of its own fabrication shall be free from defects in design, material, workmanship and title, under normal use, service, and operating conditions, for the period of (90) days from date of project completion or commissioning. All work performed by WPI electrical department will be completed in a workmanlike manner according to standard practices. All workmanship will be warranted for (90) days from date of completion of work and/or acceptance by customer. WPI's exclusive remedy for breach of these warranties shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas or remedy of workmanship not meeting standard practices. Accessories or equipment furnished by WPI, but manufactured by others, shall carry that manufacturer's warranty, which will be passed-on to Buyer. WPI shall not be liable for any repairs, replacements, or adjustments to the equipment or any costs of labor performed by the Buyer or others without WPI's prior written approval. WPI will serve the Buyer by acting as Buyer's representative regarding warranty claims for items not manufactured by WPI. However, warranty in all cases is limited to the manufacturers' warranty. Any part(s) found to be defective will be replaced at no charge subject to each manufacturer's respective warranty policy, which WPI will administer. Any part(s) replaced that are not subsequently found to be defective by the manufacturer will be charged to the Buyer. Warranty labor for replacement or repair is on site only. Buyer is responsible for travel time, transportation and expenses to and from the closest WPI location, to the location of the subjected project. Should WPI travel to the location and find that the cause is not warrantable, all expenses incurred by WPI, to include travel and labor, will be billed to the Buyer at WPI's posted rates. WPI will not be responsible for crane, barge, equipment rental or special transportation charges associated with warranty repairs.

13. Literature

WPI will provide upon request, the manufacturers standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

14. Hours of Operation

This proposal assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am-5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

15. Start-Up

When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window. Customer has one year (365 days) from the initial ship date of a generator to be started up/commissioned and filed. Registration will then activate the warranty start date. If the product is not started up/commissioned within the first year of the ship date, the warranty start date will revert to the initial ship date. In addition, any product not started up in the first year must have the Long-Term Preservation and Storage Procedure performed and the form completed. Forms must be submitted BEFORE the first year after the initial ship date has expired.

**CITY OF HUTCHINS
RESOLUTION NO. R2025-04-1257**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE ONE GENERAC SG400, 400KW NATURAL GAS GENERATOR INCLUDING INSTALLATION FROM WAUKESHA-PEARCE INDUSTRIES, IN THE AMOUNT OF \$432,245.00, FOR USE AT THE NEW CITY OF HUTCHINS CITY HALL, LOCATED AT 400 NORTH JJ LEMMON ROAD, HUTCHINS, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code Section 791.001 authorizes members of the Local Government Purchasing Cooperative to utilize Buy Board in order to comply with State bidding requirements; and

WHEREAS, the City of Hutchins is a member of the Local Government Purchasing Cooperative; and

WHEREAS, the City has obtained a quote from Waukesha-Pearce Industries for the purchase and installation of a Generac SG400, 400KW Natural Gas Generator utilizing Buy Board for the purchase; and

WHEREAS, the bid quote from the following vendor establishes the total price to purchase this Generator as follows: Waukesha-Pearce Industries for the purchase of a Generac SG400, 400KW Natural Gas Generator at \$432,245.00, and

NOW THEREFORE BE IT ORDAINED THAT THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, THAT

SECTION 1. The City Council of the City of Hutchins, Texas hereby authorizes the City Administrator to purchase a Generac SG400, 400KW Natural Gas Generator from Waukesha-Pearce Industries, in the amount \$432,245.00, as and

SECTION 2. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 21st day of April 2025.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(04-20-2025: 4937-5701-4321, v. 1)



STAFF REPORT

MEETING DATE: April 21, 2025

MEETING TYPE: City Council

SUBMITTED BY: Mamun Yusuf

AGENDA CAPTION: Discuss and consider Resolution R2025-04-1258 of the CITY COUNCIL of the CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE AGREEMENT WITH KEISER ELECTRIC INC. TO PROVIDE AND INSTALL A BACKUP GENERATOR AT DALLAS WASTEWATER LIFT STATION ON LANGDON ROAD. Presented by: Mamun Yusuf, Director of Public Works

Background Information

Staff received three (3) proposals for the provision and installation of a 150 KW backup generator at the Dallas wastewater lift station on Langdon Road. Keiser Electric Inc. submitted the lowest proposal at \$114,562.66, which includes supplying the generator, Automatic Transfer Switch, and battery, as well as installing a concrete pad. The proposal covers all labor and materials for a turnkey installation.

Budget Implications

\$114,562.66

Operational Impact

N/A

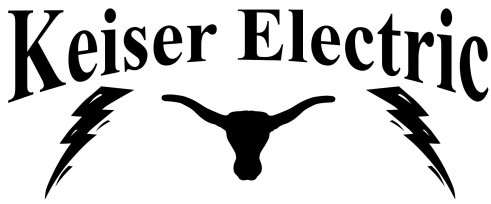
Legal Review

N/A

Staff Recommendation

Staff recommend approving resolution R2025-04-1258

Supporting Documentation and Attachments



Keiser Electric Inc
 4017 Clay Ave
 Ste E
 HALTOM CITY TX 76117
 U.S.A

Bill To
City of Hutchins Public Works
 321 North Main St
 Hutchins, TX. 75141
 214-364-3452

Estimate Date : 04/15/2025
 Expiry Date : 05/16/2025
 Reference# : GENERAC 150 KW
 GENERATOR DIESEL

#	Item & Description	Qty	Rate	Amount
1	Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 6.7L engine, consisting of the following features and accessories: Stationary Emergency-Standby rated 150 kW Rating, wired for 277/480 VAC Three Phase, 60 Hz Permanent Magnet Excitation UL2200 EPA Certified SCAQMD Standard Weather Protective Enclosure, Steel o Baked-On Powder Coat Finish o 12" 134 Gallon Double-Wall UL142 Basetank o Mechanical fuel level indicator gauge o Electronic fuel level sender o 13" Fuel Fill Extension DSE G8601 Digital Genset Controller o Meets NFPA 99 and 110 requirements o Temp Range -30 to +50 deg C o UL6200 o CE o High-Resolution 240 X 128 Pixel Display Integral LCD Display Heater IP65 (front) Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch o Advanced PLC Functionality o 2 RS485 Ports, 2 USB Ports, 1 Ethernet Port, and 1 CANbus Port o Engine Sensors: Oil Pressure, Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage and Charge Current, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp, Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure	1.00	0.00	0.00






#	Item & Description	Qty	Rate	Section E, Item5.
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(where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic Programmable I/O
 Built-in PLC for special applications
 oEngine function monitoring and control:
 Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off- Manual switch
 Isochronous Governor
 Digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable
 o3 Phase RMS Voltage Sensing
 +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection (I2T Function)
 oConfigurable Timers
 oIntegrated SNMP
 oDSENet (Expansion Support)
 o2 and 3-wire start controls for any industrial grade transfer switch
 DSE G8601 Digital Genset Controller
 oMeets NFPA 99 and 110 requirements
 oTemp Range -30 to +50 deg C
 oUL6200
 oCE
 oHigh-Resolution 240 X 128 Pixel Display
 Integral LCD Display Heater
 IP65 (front)
 Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch
 oAdvanced PLC Functionality
 o2 RS485 Ports, 2 USB Ports, 1 Ethernet Port, and 1 CANbus Port
 oEngine Sensors: Oil Pressure, Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage and Charge Current, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp, Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure
 (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic Programmable I/O
 Built-in PLC for special applications
 oEngine function monitoring and control:
 Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off- Manual switch
 Isochronous Governor
 Digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable
 o3 Phase RMS Voltage Sensing
 +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit -

#	Item & Description	Qty	Rate	Section E, Item5.
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adjustable, V/F slope and gain - adjustable, fault protection (I2T Function)
 oConfigurable Timers
 oIntegrated SNMP
 oDSENet (Expansion Support)
 o2 and 3-wire start controls for any industrial grade transfer switch
 Remote Emergency Stop Switch, Surface-Mount, shipped loose
 Primary MLCB, 80% rated thermal-magnetic
 o225 amp
 Battery Charger, 10 Amp, NFPA 110 compliant, installed
 110 AH, 925 CCA Group 31 Batteries, dual-paralleled, with rack, installed
 Engine Coolant Heater, 1500W
 3 Owner's Manuals
 Standard 2-Year Limited Warranty
 SD0150KG176.7D18CPYY3

2	Provide and Deliver Automatic Transfer Switch(es) TX Series Automatic Transfer Switch consisting of the following features and accessories: 300 Amp, 3 pole, 277/480 VAC three phase, 60 Hz, with 2-Wire Start Circuit oUtility Voltage Sensing Controls: Adjustable Drop-out and Pick-up Adjustable Utility Interrupt Delay oAdjustable Logic Controls: Minimum Standby Voltage Minimum Standby Frequency Engine Warmup Return to Utility Engine Cooldown Transfer on Exercise 3 Owner's Manuals Double Set of Form C Aux Cont IBC Seismic Certified Any Breaker (3 Cycle) Withstand and Close-On Rating - 200kA Fuse Rating Withstand and Close-On Rating - 35kA Any Breaker Withstand and Close-On Rating - 65kA Specific Breaker Enclosure Heater CSA - C22.2 No.178 UL Listed 1008 by ETL Controller Cover, Padlockable, Black NEMA 3R Enclosure Non Service Entrance Rated Any Breaker (3 Cycle) In Phase Only Transfer Standard two year basic warranty TX611NN0300K3CH	1.00	0.00	0.00
3	LIFT RENTAL	1.00	0.00	0.00
4	Quantity 1 - Start up : • Start up with building load only	1.00	0.00	0.00

#	Item & Description	Qty	Rate	Section E, Item5.
5	 Provide & Install Battery for Generator	1.00	0.00	0.00
6	 Install Concrete Pad with Rebar for Generator to Sit On Custom concrete rebar reinforced pad poured specifically for your generator site. Includes minimum 4" shelf around the entire generator Thickness is minimum of 4" Includes custom placement of stubbed up electrical conduits that enter the generator from below for high voltage access	1.00	0.00	0.00
7	TRENCHING	1.00	0.00	0.00
8	 Labor & Material for Generator Installation to Include the Following: - Deliver & Anchor Generator on Concrete Pad - Provide & Install Transfer Switch(es) - Provide & Install Conduits and Wire from Electrical Panel to Transfer Switch - Provide & Install Conduits and Wire from Meter to Transfer Switch - Provide & Install Conduits and Wire from Transfer Switch to Generator - Final Startup and Testing of Generator	1.00	0.00	0.00
9	 Initial Fill Up of Diesel Fuel and Preservative	134.00	0.00	0.00
10	 Turn Key Installation Parts and Labor - Generator located adjacent to meter and disconnect - Fully automatic A.T.S. - 18-24 week lead time - Sales tax removed once certificate received - Equipment and start up deposit required = \$70,000.00	1.00	105,831.56	105,831.56
			Sub Total	105,831.56
			TX STATE TAX (6.25%)	6,614.47
			TX CITY TAX (1.75%)	1,852.05
			TX SPECIAL TAX (0.25%)	264.58
			Total	\$114,562.66

Thank you for your business. Request service any time or after hours by going to <http://www.keiserelectric.com/contact.html>.

Regulated by Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX. 78711. 1-800-803-9202, www.license.state.tx.us /complaints.

PAYMENT FOR SERVICES CAN BE MADE BY CREDIT CARD PER THE TERMS AND CONDITIONS BELOW.

Terms & Conditions

Terms of Service:

Estimates good for 30 days from date provided on the attached form.

EXCLUSIONS: We are not responsible for any existing defective wiring or code violations in the existing electrical system, and any said defective wiring or code violations that requires us to repair or extend the work we have proposed to install or repair, must be paid for in addition to the proposed price declared above. Due to the nature of this work, it is sometimes necessary to create openings in walls, ceilings or floors to gain access to concealed wiring, boxes, splices or to install new wiring. Price does not include patching or painting of walls, ceilings or floors that need to be cut or drilled to gain access for installations. Customer understands that power may need to be turned off in order to complete some electrical work. No landscape repair is included in areas where any trenching, underground boring, or holes are dug to accommodate necessary work unless specifically stated on the proposal. Repair to any unmarked utilities on private property unable to be marked by Dig Test utility locating service is not included or covered, and is the customer's sole responsibility to locate and mark. Pricing includes work being completed during normal operating hours Monday through Friday. Work requested outside of those hours will be billed separately at overtime rates.

1. DEFINITIONS -"COMPLETION" means all work finished in accordance to the contract and in good workmanlike manner, notwithstanding any other oral or written agreement. "SELLER" referred to herein is Keiser Electric "BUYER" referred to, herein is the individual(s) or business entity which authorizes the work to be performed as stated in this contract. "OWNER" is the legal titleholder of the real property on which services are being performed.
 2. WORKMANSHIP - All work to be completed in a workmanlike manner according to standard practices.
 3. MATERIALS - All materials are guaranteed to be as specified in contract.
 4. PAYMENT - All payments by negotiable instruments such as checks, money orders, etc., are to be made payable to Keiser Electric. Deposits on contracts are to be given to the sales representative upon acceptance of the contract. Payment on all CASH UPON COMPLETION work is due immediately after COMPLETION of work as contracted for herein and upon demand by the installer of such work. Any hidden defects in workmanship will be corrected as warranted, and the anticipation or occurrence of such defects shall not delay payment for work performed. PAYMENTS ON ACCOUNT that have an approved credit application may be delivered to or mailed to the location of Keiser Electric.
 5. PAYMENT BY CREDIT CARD: Credit card payment is acceptable at the time of completion on most work we perform except Generators and specifically identified projects. Because we offer turnkey management of the process and pass through the cost of the generators and most subcontractors that represent a majority of the transaction, there will be an additional 3% processing fee added to the contract amount to cover the transaction fee cost for those that would like to pay by credit card.
 6. DELINQUENCY - Payments not made within ten (10) days of the due date on terms other than Cash Upon Completion are considered delinquent. Payments due on Cash Upon Completion are delinquent 24 hours after COMPLETION if not paid. All delinquent contracts are subject to a finance charge of 1.5% per month (18% APR) on the unpaid balance or five dollars (\$5.00) whichever is greater, until paid in full.
 7. DEFAULT - In the event of default by either party, all amounts outstanding shall be due and payable on demand. In addition, the prevailing party shall be entitled to payment for any attorney's fees incurred by reason of the default, including appellate fees and costs, and interest at the rate designated in paragraph 5 of this contract, on any amounts that may be due. .
 8. VENUE - In the event of any litigation is entered into between the parties for a breach of this contract. Including the foreclosure of any mechanics' lien, the venue for any action shall lie in TARRANT COUNTY, TX.
 9. PROPERTY LEESEE - If buyer is lessee, the consent of the owner(s) must be obtained.
 10. BINDING EFFECT - All contracts are contingent upon strikes, accidents, or delays beyond our control. This contract shall be binding upon the parties hereto, their successors and assigns and this contract shall be governed according to the laws of the State of Texas.
- The undersigned hereby authorizes Keiser Electric, Inc to perform the services as specified in this contract. The undersigned accepts the above Prices, Terms of Payment and Provisions as set forth herein.

Print Name

Date

Authorized Signature

**150 kW backup generator
for Dallas Lift Station**

Keiser Electric	Phil's Electric	Parker Power Systems
\$114,562.66	\$135,745.50	\$144,660.99

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R 2025-04-1258**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING THE BUYBOARD PROPOSAL RECEIVED IN ASSOCIATION WITH THE PROVISION AND INSTALLATION OF A BACKUP GENERATOR AT THE DALLAS WASTEWATER LIFT STATION ON LANGDON ROAD; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KEISER ELECTRIC, INC., IN AN AMOUNT NOT TO EXCEED \$114,562.66; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the City accepted the bid proposal for the Dallas Wastewater Lift Station Backup Generator Project (“the “Project”); and

WHEREAS the City has accepted the bid proposal of Keise Electric, Inc. 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 bid proposal of Keiser Electric, Inc., for the Project in an amount not to exceed \$114,562.66.

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 buy-board proposal received by the City’s Department of Public Works on April 15, 2025.

SECTION 2. The City, acting through its governing body, hereby confirms that it awards the Project to Keiser Electric, Inc., at the submitted bid proposal of \$114,562.66 as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

SECTION 4. For and on behalf of the City Council, the City Administrator is hereby authorized to negotiate and execute a contract with Keiser Electric, Inc., in the amount not to exceed \$114,562.66 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 21st day of April 2025.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

EXHIBIT "A"
Keiser Electric, Inc. Proposal



STAFF REPORT

MEETING DATE: April 21, 2025

MEETING TYPE: City Council

SUBMITTED BY: Katherine Lindsey

AGENDA CAPTION: Discuss and consider Ordinance 2025-04-1207 OF THE CITY OF HUTCHINS, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 1 TITLED "GENERAL PROVISIONS" BY AMENDING ARTICLE 1.14 TITLED "PUBLIC GATHERINGS" BY REPEALING DIVISION 2 TITLED "PARADES, CARNIVALS, CIRCUSES AND TENT SHOWS" IN ITS ENTIRETY AND REPLACING IT WITH A NEW DIVISION 2 TITLED "SPECIAL EVENTS" ESTABLISHING REQUIREMENTS FOR SPECIAL EVENTS; AND AMENDING APPENDIX A TITLED "FEE SCHEDULE" BY AMENDING ARTICLE A1.000 TITLED "GENERAL PROVISIONS" BY REPEALING SECTION A1.003 TITLED "PERMIT FEES FOR PARADES, CARNIVALS, CIRCUSES, AND TENT SHOWS" IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION A1.003 TITLED "SPECIAL EVENTS"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EX-CEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Katherine Lindsey, Assistant to the City Administrator

Background Information

Special events as defined by this section pertain to members of the public hosting events on public property that require permits or municipal resources. Examples include events with vendor booths, block parties, parades, car shows, and park gatherings that have enough people in attendance to require first aid or medical provisions. The current stipulations in the Code of Ordinances regarding special events is broad and does not cover the current situations faced by the City. The purpose of having a special events ordinance and subsequent policies is to give the City authority to ensure that events conducted by the public are carried out safely and does not impose an undue burden on staff or liability for the City. As of now, there is not a formal, official process for approving special events which can lead to safety issues, nonuniformity, and negative impacts on staff time.

This Ordinance will require those wishing to host a special event to submit a written application and, as deemed necessary by staff, have safety provisions such as on-site paramedics, traffic control, security, and fire protection plans. It will also require applicants to pay application fees and other costs associated with the staff time needed to review the applications, meet with applicants, conduct permit inspections, setup traffic control mechanisms, and be on-site during the event. At present, staff members are conducting these necessary duties on top of regular work.

Legally, the Code of Ordinances must have updated language to allow passage of more specific special event policies.

Budget Implications

Operational Impact

This Ordinance would pave the way for a new Special Events Policy, and provide uniform procedures for approving special event requests.

Legal Review

The City Attorney approved the ordinance.

Staff Recommendation

Staff recommends that the City Council adopt the ordinance.

Supporting Documentation and Attachments

- 1. Ordinance

**CITY OF HUTCHINS, TEXAS
ORDINANCE NO. 2025-04-1207**

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 1 TITLED “GENERAL PROVISIONS” BY AMENDING ARTICLE 1.14 TITLED “PUBLIC GATHERINGS” BY REPEALING DIVISION 2 TITLED “PARADES, CARNIVALS, CIRCUSES AND TENT SHOWS” IN ITS ENTIRETY AND REPLACING IT WITH A NEW DIVISION 2 TITLED “SPECIAL EVENTS” ESTABLISHING REQUIREMENTS FOR SPECIAL EVENTS; AND AMENDING APPENDIX A TITLED “FEE SCHEDULE” BY AMENDING ARTICLE A1.000 TITLED “GENERAL PROVISIONS” BY REPEALING SECTION A1.003 TITLED “PERMIT FEES FOR PARADES, CARNIVALS, CIRCUSES, AND TENT SHOWS” IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION A1.003 TITLED “SPECIAL EVENTS”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that it is in the public’s best interest to establish a Special Events policy to ensure that special events held by the public are safe, enjoyable, well-coordinated, and do not place an undue burden on City resources; and

WHEREAS, a Special Events policy will ensure that approvals, administration, and implementation on special events are consistent; and

WHEREAS, the Special Events policy will provide for safety, event sanitation and health, and the availability of medical care, fire rescue, and law enforcement services through the creation of policy-required public safety event plans and appropriate traffic management plans; and

WHEREAS, the Special Events policy establishes requirements to ensure proper use and control of municipal sports fields and park facilities so that all users may equally enjoy them.

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

SECTION 1. That the City of Hutchins Code of Ordinances is hereby amended by amending Chapter 1 titled “General Provisions” by repealing Article 1.14 titled “Public Gatherings” by repealing Division 2 titled “Parades, Carnivals, Circuses and Tent Shows” it its entirety and replacing it with a new Division 2 titled “Special Events”, to read as follows:

“CHAPTER 1. GENERAL PROVISIONS

...

ARTICLE 1.14 PUBLIC GATHERINGS

...

REPEAL DIVISION 2 TITLED “PARADES, CARNIVALS, CIRCUSES AND TENT SHOWS IN ITS ENTIRETY, AND REPLACE WITH A NEW DIVISION 2 TITLED “SPECIAL EVENTS”

DIVISION 2. SPECIAL EVENTS.

§ 1.14.031. Definitions.

Applicant. A person who has filed a written application for a special event permit.

Block Party. The use of a residential street for a neighborhood function in which traffic control is required.

City. The City of Hutchins, Texas.

City Administrator. The City Administrator of the City of Hutchins or their designee.

Demonstration. A public display of the attitude of assembled persons toward a person, cause, issue, or other matter.

Person. An individual, firm, partnership, corporation, association, or other legal entity.

Reimbursable Costs. All costs and expenses incurred by the city for activities associated with staging of the event, including, without limitation, the following:

- (1) Utilities services provided to the special event, including all of the costs of installation, maintenance, and connection.
- (2) Food services inspection.
- (3) Repair, maintenance and removal of facilities in the event of a failure of promoter.
- (4) Repair of streets, alleys, sidewalks, parks, and other public property.
- (5) Police protection.
- (6) Fire protection.
- (7) Emergency medical service.

- (8) Garbage disposal and cleanup.
- (9) Traffic control.
- (10) Other direct costs associated with the special event.

Special Event. A temporary event or gathering, that falls into one of the four categories, Type A, B, or C as defined below, using either private or public property, which may involve one or more of the following activities, except when the activity is for construction or house moving purposes only:

- (1) closing a public street;
- (2) blocking or restriction of public property;
- (3) sale of merchandise, food, or beverages on public property or on private property where otherwise prohibited by ordinance (for purposes of this section, a special event shall not include an occasional sale/garage sale as defined in this chapter);
- (4) erection of a tent on public property, or on private property where otherwise prohibited by ordinance;
- (5) installation of a stage, band shell, trailer, van, portable building, grandstand or bleachers on public property, or on private property where otherwise prohibited by ordinance;
- (6) placement of portable toilets on public property, or on private property where otherwise prohibited by ordinance; or
- (7) use of signs otherwise prohibited by ordinance.

Special Event Types. A special event application will be designated into one of four types in accordance with this section:

- (1) Special Events Type A are gatherings involving rental of a facility. All activities directly correspond to a facility’s intended use, but at least one permit or special provision is required. Examples of Type A events include, but are not limited to, the following:
 - (a) A family is hosting a child’s birthday party at a pavilion, and hiring a food or ice cream truck;
 - (b) Renting a pavilion for an event with enough attendees to require security or first aid/medical provisions; or
 - (c) A league reserving a baseball field for a game where people are charged for admission, the number of attendees is large enough to warrant medical provisions and security, or offering food prepared on-site (e.g., concession stand, food truck).
- (2) Special Events Type B are events as being planned activities that do not regularly occur, and that use outdoor public property and facilities in ways that are outside of typically

intended uses. Examples include blocking roads for a block party, having a car show, hosting a pop-up event with vendor tents, and events requiring traffic control. Such events often require lengthy coordination, site plans, and various permits.

- (3) Special Events Type C are events that do not readily fall solely under Type A or Type B. An example could be a large event that utilizes a baseball field for a game but also has multiple vendor booths on-site.

Special Event Permit. Written approval from the City Administrator or their designee to hold a special event.

§ 1.14.032. Enforcement.

- (a) The provisions of this article shall be administered by the City Administrator or their designee and enforced by the City Administrator, their designee, or any police officer.
- (b) The City Manage or their designee has the authority to issue a special events permit that authorizes one or more of the Special Events Types when requirements of this article have been met.
- (c) Application for a special events permit authorizes appropriate the City Manage or their designee to issue permits for the activities described in Special Events Types in locations where the activity would otherwise be prohibited by ordinance.

§ 1.14.033. Article Cumulative.

The provisions of this article are cumulative of all city ordinances. Tent permits, building permits, electrical permits, food establishment permits, alcoholic beverage licenses, and all other permits required by ordinance or other law for specific activities to be conducted in conjunction with or as part of the special event must be applied for separately in accordance with the applicable ordinance or law.

§ 1.14.034. Exemptions.

The provisions of this article do not apply to a special event conducted by the city or to activities conducted at the town center by written agreement, or a peaceful demonstration at a fixed location other than a street.

§ 1.14.035. Application; Issuance.

- (a) A person desiring to hold a special event shall apply for a special event permit by filing with the City Administrator or their designee a written application upon a form provided for that purpose. Each application must be accompanied by a non-refundable application fee in an amount established by resolution of the city council from time to time. An application must be filed not less than 45 days before the special event is to begin. The City Administrator or their designee may waive the 45 day filing requirement if the City

Administrator determines that the application can be processed in less than 45 days, taking into consideration the number and types of permits required to be issued in conjunction with the special event permit.

- (b) An application must contain the following information:
 - (1) the name, address, and telephone number of the applicant and of any other persons responsible for the conduct of the special event;
 - (2) a description of the special event and requested dates and hours of operation for the event;
 - (3) the estimated number of persons to participate in the special event;
 - (4) a sketch showing the area or route to be used during the special event, along with proposed structures, tents, fences, barricades, signs, banners, and restroom facilities;
 - (5) provisions for parking with a designation of where "No Parking" signs will be used;
 - (6) details of how applicant proposes to provide security and traffic control;
 - (7) the time and location of street closings, if any are requested;
 - (8) details of the sale of merchandise or the sale or serving of food or alcoholic beverages at the special event, designating any street vendors or peddlers involved;
 - (9) description of animals to be used in the special event, if any;
 - (10) details of how the applicant will clean up the area used after the special event, if on public property; and
 - (11) proof that the applicant possesses or is able to obtain all licenses and permits required by this code or other city ordinance or by state law for the conduct of the special event.
- (c) Upon receipt of the completed application the City Administrator or their designee shall forward a copy of the application to the departments of police, fire, code services, public works and planning. Each department or director, as the case may be, shall review the application and return it, with any comments, to the City Administrator or their designee within 10 working days of receipt.
- (d) The departments and the City Administrator or their designee may prescribe licenses and permits required by other city ordinances or applicable law, restrictions, regulations, costs for city services, safeguards, and other conditions necessary for the safe and orderly conduct of a special event, to be incorporated into the permit before issuance.

- (e) A deposit of one-half of the estimated reimbursable costs required to be paid to the city as a result of a special event must be received by the City Administrator or their designee not less than five days before the date of the special event as shown on the special event permit. Prior to the issuance of the permit the applicant shall agree in writing to pay such deposit and the balance of the reimbursable costs within thirty days after the special event.
- (f) After reviewing the application and department comments, the City Administrator or their designee shall issue the special event permit unless denial is required by § 1.14.037. A special event permit will be issued for a period not to exceed 14 consecutive days. A special event permit is required for each 14 day period during which a special event will be conducted.
- (g) Given the city’s limited resources and the impact to the community, no more than (2) special events shall be permitted for one location in a 12-month period.

§ 1.14.036. Indemnification.

An applicant for a special permit must execute a written agreement to indemnify the city and its officers and employees against all claims of injury or damage to persons or property, whether public or private, arising out of the special event.

§ 1.14.037. Denial or Revocation.

- (a) The City Administrator or his designee shall deny a special permit if:
 - (1) a special event permit has been granted for a special event at the same place and time;
 - (2) the proposed special event will occupy any part of a federal highway;
 - (3) the proposed special event will unreasonably disrupt the orderly flow of traffic and no reasonable means of rerouting traffic or otherwise meeting traffic needs is available;
 - (4) the applicant fails to adequately provide for:
 - (A) the protection of event participants;
 - (B) maintenance of public order in and around the special event location;
 - (C) crowd security, taking into consideration the size and character of the vent;
or
 - (D) emergency vehicle access.

- (5) the applicant fails to comply with or the proposed special event will violate a city ordinance or other applicable law, unless the prohibited conduct or activity would be allowed under this article;
 - (6) the applicant makes a false statement of material fact on an application for a special event permit;
 - (7) the applicant fails to provide proof that he possesses or is able to obtain a license or permit required by city ordinance or other applicable law for the conduct of all activities included as part of the special event;
 - (8) the applicant has had two (2) special event permits issued for the same location within the preceding twelve (12) month period;
 - (9) the applicant has had a special event permit revoked within the preceding 14 months;
 - (10) the applicant has committed, within the preceding 14 months, two or more violations of a condition or provision of a special event permit or this article;
 - (11) the applicant fails to pay any outstanding reimbursable costs owed to the city for a past special event; or
 - (12) the applicant fails to submit the required deposit and/or fails to agree in writing to reimburse the city for the estimated costs for the proposed special event.
- (b) The City Administrator or his designee shall revoke a special event permit if:
- (1) the applicant fails to comply with or the special event is in violation of a condition or provision of the special event permit, an ordinance of the city, or any other applicable law; or
 - (2) the permit holder made a false statement of material fact on an application for a special event permit.

§ 1.14.038. Appeal from Denial or Revocation of Special Event Permit.

If the City Administrator or their designee denies the issuance of a permit or revokes a permit, they shall send to the applicant or permit holder by certified mail, return receipt requested, or by personal delivery, written notice of the denial or revocation and of the right to an appeal. The decision of the director shall be final unless the applicant or permit holder appeals the decision in writing to the City Administrator within three (3) days. The City Administrator or his designee shall render a decision on the appeal within one (1) day after the appeal. The decision of the City Administrator shall be final.

§ 1.14.039. Offenses

A person commits an offense if they:

- (1) commences or conducts a special event without a special event permit; or
- (2) fails to comply with any requirement or provision of a special event permit or this article.”

SECTION 2. That the City of Hutchins Code of Ordinances is hereby amended by amending Appendix A titled “Fee Schedule” by amending Article A1.000 titled “General Provisions” by repealing Section A1.003 titled “Permit Fees for Parades, Carnivals, Circuses, and Tent Shows” in its entirety and replacing it with a new Section A1.003 titled “Special Events,” to read as follows:

“APPENDIX A FEE SCHEDULE

...

REPEAL § A1.003 TITLED “PERMIT FEES FOR PARADES, CARNIVALS, CIRCUSES, AND TENT SHOWS” IN ITS ENTIRETY, AND REPLACE WITH NEW § A1.003 TITLED “SPECIAL EVENTS.”

§ A1.003 Special Events.

Any person desiring to conduct a Special Event shall pay the following fees:

Application Fee for Type A, Type B, and Type C Special Events	\$70.00 for residents and organizations based within Hutchins City Limits; \$100 for non-residents and organizations based outside Hutchins City Limits
Campbell Park Pavilion Deposit	\$200.00
Campbell Park Pavilion Hourly Rate	\$50.00 for residents and \$100.00 for non-residents
Campbell Park Baseball Field Deposit	\$100.00
Campbell Park Baseball Field Rate per 4-Hour Increments	\$25.00 for residents and \$50.00 for non-residents
Security Provided by Hutchins Police Officers	\$45.00/hour for each City of Hutchins Police Officer with a 3-hour minimum; the off-duty rate is \$50.00/hour
Presence of On-Site Paramedics or Firefighters	\$45.00/hour for each paramedic or firefighter
Vehicle for Traffic Control	\$45.00/hour for each City-owned vehicle with a 3-hour minimum; additional amounts will be charged if an employee is working overtime
Restroom facilities, dumpsters, traffic cones and barricades, first aid supplies, medical personnel, and other requirements that the City is unable to provide must be covered at Applicant’s own expense. Any additional clean-up or damages incurred will result in a forfeit of the security deposit and additional fees. The option of on-site City personnel (such as police and paramedics) depends on staff availability.”	

SECTION 3. That all provisions of the ordinances of the City of Hutchins in conflict with the provisions of this ordinance be, and the same are hereby repealed and that 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 4. That an offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Ordinances of the City of Hutchins, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That if any article, paragraph, subdivision, clause or provision of this ordinance as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid or unconstitutional.

SECTION 6. That any person, firm, or corporation violating any provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Code of Ordinances of the City of Hutchins, as heretofore amended and upon conviction shall be punished by a fine not exceeding five hundred dollars (\$500.00) for each offense.

SECTION 7. That this ordinance shall take effect immediately from and after its passage.

IT IS ACCORDINGLY SO ORDAINED.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THIS THE 21st DAY OF APRIL 2025.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(01-03-2025: 4857-4124-0042 V.1)

4857-4124-0042, v. 1