



**CITY OF HUTCHINS
CITY COUNCIL MEETING
AGENDA**

**Monday, December 04, 2023 at 6:30 PM
City Hall, 321 N. Main Street**

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, December 4, 2023, at 6:30 PM located at Hutchins City Hall Council Chambers, 321 N. Main Street, Hutchins, Texas, at which time the following items will be discussed and considered.

City Council Members

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

A. INVOCATION AND PLEDGE OF ALLEGIANCE

B. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

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.](#) Presentation of Donation to the University of North Texas at Dallas.
2. Architect Brandstetter Carroll INC will present an update regarding the design of the new City Hall.
- [3.](#) Capital Improvement Projects Update

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

F. 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.*

- [4.](#) Discuss and Consider Resolution R2023-1155 approving a professional services agreement with Ron Hobbs Architecture for the design of a 60'X60' multipurpose pavilion.

5. Discuss and Consider Resolution R2023-1156 approving the contract and purchase of the precast public restrooms from CXT.
6. Discuss and Consider UPRR Sidewalk Project
7. Reconsideration of Purchasing TXDOT Property
8. Discuss and consider Resolution R2023-1157 of the City of Hutchins, Casting Its Vote for the Fourth Member of the Board of Directors of the Dallas Central Appraisal District.
9. Discuss and consider Resolution R2023-1158 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS BETWEEN THE CITY OF HUTCHINS AND HALFF ASSOCIATES, INC. TO SUPPORT THE CITY'S NEEDS FOR PUBLIC SAFETY MANAGEMENT AND COMMUNICATIONS, MISCELLANEOUS GIS DATA, MAPS AND FUNCTIONALITIES AND OTHER GENERAL GIS REQUESTS AND SUPPORTS; AND PROVIDING FOR AN EFFECTIVE DATE.
10. Discuss and consider Resolution R2023-1159 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS BETWEEN THE CITY OF HUTCHINS AND HALFF ASSOCIATES, INC. TO PROVIDE AND MAINTAIN ENTERPRISE GIS HOSTING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.
11. Discuss and consider a request for part-time/temporary support staff in the Municipal Court.
12. DISCUSS AND CONSIDER ORDINANCE 2023-1186 OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX A TITLED "FEE SCHEDULE" PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.
13. DISCUSS AND CONSIDER RESOLUTION R2023-1160 OF THE CITY OF HUTCHINS, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT
14. Discuss and consider RESOLUTION R2023-1161 OF THE CITY COUNCIL OF THE OF HUTCHINS, TEXAS AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE ONE NEW 2024 FORD EXPLORER FROM CHASTANG FORD AT THE QUOTED BID PRICE OF \$39,265.00 AND ONE NEW 2024 CHEVROLET SILVERADO 1500 FROM LAKE COUNTRY CHEVROLET FOR THE BID PRICE OF \$42,239.00 FOR COMMUNITY DEVELOPMENT DEPARTMENT UTILIZING BUY BOARD OF TEXAS; APPROPRIATING FUNDS FROM FISCAL YEAR 2023/2024 BUDGET; AND ESTABLISHING AN EFFECTIVE DATE.

G. EXECUTIVE SESSION

15. The Hutchins City Council will hold a closed Executive Session pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:
 - § 551.087. Deliberation regarding economic development negotiations (1) to discuss or

deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision to a business prospect:

1) KTN DP TERMINAL CENTER.

H. RECONVENE INTO REGULAR SESSION

16. Take any action as a result of Executive Session: 1) KTN DP TERMINAL CENTER.

I. ITEMS OF COMMUNITY INTEREST

17. A. Hutchins Annual Christmas Parade, Saturday, December 9, 2023 at 10:00 a.m.

B. Atwell Public Library - NO MEETING IN DECEMBER

C. Parks and Recreation Board - NO MEETING IN DECEMBER

D. Planning and Zoning Commission Meeting, Thursday, December 21, 2023, at 6:00 p.m. City Hall Council Chambers, 321 N. Main St.

E. City offices are closed on Friday, December 22, and Monday, December 25, 2023, in observance of the Christmas Holiday.

F. City offices are closed on Monday, January 1, 2024, in observance of New Year's Day.

J. ADJOURN

CERTIFICATION

I certify that a copy of the December 4, 2023 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 Friday, December 1, 2023, 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



CITY COUNCIL AGENDA STAFF REPORT

MEETING DATE: December 4, 2023
SUBMITTED BY: Guy Brown, EDC Ex. Dir.
AGENDA ITEM:
AGENDA CAPTION: Presentation of Donation to the University of North Texas at Dallas

The Hutchins Economic Development Corporation has made annual donations to the University of North Texas at Dallas and Paul Quinn for many years.

UNT Dallas offers students the most affordable tuition plans in the Dallas region, helping them achieve a bachelor's, master's, or juris doctoral degree while minimizing student debt. UNT Dallas' education is accompanied by innovative, high-quality academic programs that include opportunities for rich experiential learning.

Budget Implications

The Donation is derived from the Hutchins Economic Development Corporation budget and does not impact the City of Hutchins' General Fund.

The amount of the donation is \$6,000.

Staff Recommendation

Staff recommend presenting the donation to UNT Dallas and recognizing the contribution UNT Dallas makes to the Southern Dallas County community.



STAFF REPORT

MEETING DATE: 12/4/23
MEETING TYPE: City Council
SUBMITTED BY: Robert McWayne
AGENDA CAPTION: Capital Improvement Projects Update

Background Information

N/A

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

N/A

Supporting Documentation and Attachments

City of Hutchins Infrastructure Improvement Projects Status Report

Section D, Item3.

September 5, 2023

Project Number	Project Name	Project Type	City Led	Dallas County Led	Other Led	Total Cost	Budgeted Cost	Cost to Date	Status	Anticipated Completion	Project narrative
1	Monument Signs	Signage	✓			TBD	\$300,000	\$0		TBD	Currently in design phase, 100% EDC Funded.
2	Wintergreen Rd Expansion	Street		✓		TBD	\$1,500,000	\$0		TBD	Design is currently around 30% completion.
3	Lancaster-Hutchins Rd Design	Street	✓		✓	\$ 1,000,000	\$500,000	\$224,584		Jan-24	Quiddity engineering anticipate being completed by December 2023.
4	UPRC Palestine St. Crossing	Sidewalk	✓		✓	TBD				TBD	UPPR has accepted the plans and submitted costs to the City.
5	18" Wastewater Relief Line	Sewer	✓			TBD	\$1,000,000	\$0		Sep-22	Designs are currently at 30% (may need to wait on completion of the Shoreline Interceptor).
6	Campbell Park Site Improvements	Parks	✓			TBD	\$700,000	\$0		Sep-24	walking trail is out for bid and light poles have been ordered.
7	Meadowbrook Channel Stabilization	Drainage	✓			TBD	\$1,000,000	\$0		TBD	Freese and Nichols has been directed to get plans ready to bid excluding the area requiring a 404 permit.
8	AMI Water Meter System Upgrade	Water	✓			\$ 779,654	\$1,000,000	\$687,025		N/A	All meters have been installed currently working on customer portal.
9	Southern WW Sys. Interceptor	Sewer	✓			\$ 4,023,445		\$58,615		Apr-24	Approximatley 60% complete.
10	Southern WW Sys. Lift Station	Sewer	✓			\$ 6,898,878		\$443,496		Apr-24	Currently under construction.
11	Southern WW Sys. Force Main	Sewer	✓			\$ 5,260,359		\$128,194		Apr-24	Approximatley 80% complete.
12	2023 Roadway Impact Fee Update		✓			TBD	\$15,568	\$6,255		Apr-24	
13	Woodbrook Drive Recons.	Street	✓	✓		TBD	CDBG	\$0		TBD	Completed
14	Woodcrest Drive Recons.	Street		✓		TBD	CDBG	\$0		TBD	Reached out to Dallas County and awaiting a response
15	Meadowbrook Drive Sewer	Sewer	✓			TBD	\$175,000	\$0		TBD	In design with Bartlett & West
16	Water main replacements	Water	✓			TBD	\$453,805	\$0		TBD	Schaumburg & Polk have submitted plans at 90% completion.
17	ARPA Sewer Main	Sewer	✓			TBD	\$600,000	\$0		TBD	Staff and BHC are looking to utilize funds elsewhere.
18	Sidewalk Expansion Project	Sidewalk	✓			TBD	\$600,000	\$0		TBD	Plans were submitted to City for comments and preparing for bid.
19	DWU Water Meter Vault Upgrades	Water	✓			TBD	\$2,300,000	\$0		TBD	Bartlett & West is currently working with DWU on design.
20	Facility Landscaping	Facility	✓			TBD	\$10,850	\$0		TBD	Ronn Hobbs is currently working on options to present to staff.
											Has not started yet.
											Has areas of concern.
											Major delays.
											On schedule
											Completed



STAFF REPORT

MEETING DATE:	12/4/23
MEETING TYPE:	City Council
SUBMITTED BY:	Robert McWayne
AGENDA CAPTION:	Discuss and Consider Resolution R2023-1155 approving a professional services agreement with Ron Hobbs Architecture for the design of a 60'X60' multipurpose pavilion.

Background Information

This Agreement will include the services normally considered to basic architectural services. These services will include the services of the Architect and the usual and customary structural, mechanical, electrical, plumbing engineering services. Basic architectural services will include the following Phases of work:

- Design Phase
- Construction Documents Phase
- Bidding/Procurement Phase
- Construction Administration Phase

Budget Implications

\$17,750.00

Operational Impact

N/A

Legal Review

The Attorney prepared the resolution.

Staff Recommendation

Staff recommends Approving Resolution R2023-1155

Supporting Documentation and Attachments

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2023-1155**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP FOR THE DESIGN OF A 60’X60’ MULTIPURPOSE PAVILION IN ACCORDANCE WITH THE PROPOSAL ATTACHED HERETO AS EXHIBIT “A”; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a proposal by Ron Hobbs Architecture & Interior Design, LLP (“Ron Hobbs”) for the design of a 60’X60’ multipurpose pavilion which is attached hereto as Exhibit “A”; and

WHEREAS, upon full review and consideration of the proposal from Ron Hobbs attached hereto as Exhibit “A,” and all matters related thereto, the City Council authorizes the City Administrator to negotiate and enter into a Professional Services Agreement with Ron Hobbs for the design of a 60’X60’ multipurpose pavilion.

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

SECTION 1. The City Administrator is hereby authorized to negotiate and enter into a Professional Services Agreement with Ron Hobbs for the design of a 60’X60’ multipurpose pavilion as set forth in Exhibit “A”.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 4th day of December 2023.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(11-17-2023: 4859-9699-6753, v. 1)

EXHIBIT “A”

**PROFESSIONAL SERVICES AGREEMENT WITH ROB HOBBS ARCHITECTURE &
INTERIOR DESIGN FOR THE DESIGN OF A 60’X60’ MULTIPURPOSE PAVILION**

Owner-Architect Agreement

Hutchins Pavilion

PROJECT: HUTCHINS PAVILION
Hutchins, Texas

OWNER: CITY OF HUTCHINS
321 North Main Street
Hutchins, Texas 75141

ARCHITECT: RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP
614 West Main Street, Suite #200
Garland, Texas 75040

DATE: November 6, 2023

PROJECT DESCRIPTION: The Project involves designing a new 60'x60' multipurpose pavilion.

PROJECT BUDGET: To be determined

OWNER PROVIDED INFORMATION: The Owner will be responsible for providing the following:

- Property survey (boundary, utilities, & topographic information)
- Geotechnical report

BASIC ARCHITECTURAL SERVICES: This Agreement includes the services normally considered to basic architectural services. These services will include the services of the Architect and the usual and customary structural, mechanical, electrical, plumbing engineering services.

Basic architectural services will include the following Phases of work:

- Design Phase
- Construction Documents Phase
- Bidding/Procurement Phase
- Construction Administration Phase

Design Phase: The Architect shall review the Architectural Design Program and data and other information furnished by the Owner. The Architect shall evaluate the Owner's program, schedule, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of any inconsistencies discovered in the information and other information or consulting services that may be reasonably needed for the Project.

The Architect will use the Owner's Architectural Design Program to develop design concepts for the Project. Design Document

shall consist of drawings and other documents including floor plans, site plan, and, if appropriate, preliminary sections and elevations. Documents may include some combination of perspective sketches, or digital representations. During the Design Phase the Architect will also make preliminary selections for building materials and building systems. Diagrammatic layouts of structural, mechanical, electrical, and plumbing systems may also be included.

Presentation drawings will be prepared that may include renderings or other artwork by graphic artists if requested and authorized by the Owner.

Construction Documents Phase: Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and/or the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings and specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Project. The Architect shall also assist the Owner by preparing the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

At the completion of the Construction Documents Phase, the Architect will register the project with the State of Texas and submit the final construction documents to a Registered Accessibility Specialist for review.

The CD's will become the part of the Construction Contract that defines and establishes the scope of work required for the project. Construction Documents will also be used to:

- Obtain bids from contractors
- Obtain a building permit
- Receive approval from the State of Texas regarding accessibility requirements
- Construct the Project

Bidding/Procurement Phase: The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding construction contracts. During this phase the Architect will:

- Provide copies of the Construction Documents to the Owner, contractors, and/or the construction manager
- Attend/Conduct a Pre-Bid Conference
- Answer questions from bidders
- Prepare and issue any addenda
- Assist the Owner in receiving bids or proposals

Construction Administration Phase: After bids are accepted and a construction contract is signed, the Construction Administration Phase of work will begin. The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at either the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

The Architect shall at all times have access to the Work wherever it is in preparation or progress and shall provide administration of the Contract for Construction as set forth below and in the current edition of AIA Document A201, General Conditions of the

Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Any amendments made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

During the Construction Administration Phase, the Architect will:

- Participate in a Preconstruction Conference
- Review and process submittals
- Review, process, and answer contractor generated Requests for Information (RFIs)
- Prepare and issue Architectural Supplement Instructions (ASIs)
- Attend construction progress meetings
- Make job site visits to observe the progress
- Report to the Owner via field reports and progress photos
- Assist in preparing a punch list

The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

SUPPLEMENTAL SERVICES: All Supplemental Services must be authorized by Owner prior to the service being performed. Supplemental services include:

- Civil engineering services
- Landscape Architecture services

ADDITIONAL SERVICES: All Additional Services must be authorized by Owner prior to the service being performed. The following items are not included in the Basic Architectural Services and shall be considered Additional Services:

- Changing and/or modifying previously approved drawings.
- Preparing drawings, documents, and applications for approvals relating to land-use permits and/or zoning cases
- Board of Adjustments hearings, and/or environmental studies and/or attending public meetings, and hearings required for approvals of governmental authorities or others having jurisdiction over the Project
- Services of any consultants not included and identified in either Basic or Supplemental Services

- Budget analysis
- Platting or Surveys
- Environmental studies (Soils, Hazardous Materials, etc.)
- Coordination of separate Contractors or independent Consultant
- Detailed construction cost estimates
- Inventories of materials or equipment
- Preparation of measured drawings for existing conditions
- Preparation of "Record or As-built Documents"
- Preparation of additional drawings, specifications, and other materials associated with Owner generated Change Orders

COMPENSATION:

Basic Architectural Services of the Architect & Engineers: Compensation for Basic Services shall be a fixed fee as follows:

Services of the Architect:	\$11,750
Services of the Structural Engineer:	\$2,500
<u>Services of the Electrical Engineer:</u>	<u>\$3,500</u>
Total Architectural & Engineering Fee:	\$17,750

Supplemental Services: Compensation for civil engineering and landscape architecture services shall be negotiated fee for the work to be performed. Compensation shall include the amount invoiced to the Architect plus ten percent (10%).

Additional Services: Compensation for Additional Services shall be based upon a negotiated fee for the additional work to be performed or shall be billed hourly. All additional services must be authorized by Owner prior to the service being performed. Compensation for Additional Services of the Architect's consultants shall be the amount invoiced to the Architect plus ten percent (10%).

HOURLY RATES: The hourly billing rates for services of the Architect and the Architect's employees are set forth below.

Principal Time:	\$150.00/hour
Senior Architect:	\$125.00/hour
Interior Designer:	\$125.00/hour
Project Manager:	\$115.00/hour
Interns/Technical:	\$90.00/hour

For the purposes of this Proposal Ron Hobbs and Wadona Stich are principals.

COMPENSATION BY PHASES: The proportion of compensation for each phase of services shall be as follows:

Design Phase.....	Thirty-Five percent	(35%)
Construction Documents Phase.....	Forty percent	(40%)
Bidding/Procurement Phase.....	Five percent	(5%)
Construction Phase.....	Twenty percent	(20%)

Total Basic Compensation.....One Hundred percent (100%)

REIMBURSABLE EXPENSES: Reimbursable expenses incurred by the Architect and the Architect’s consultants (printing, plotting, renderings and artwork by graphic artists, delivery charges, TAS filing fees) are in addition to the base fee and will be billed at a rate of 1.1 x the expense.

PROGRESS PAYMENTS: Monthly invoices will be sent for the amount of work completed in the prior month. The Architect shall submit, on or about the last day of each month, an invoice for Basic Services, Reimbursable Expenses, Supplemental Services, and Additional Services for the work completed to date. Payments shall be made to the Architect within thirty (30) days from the date of the invoice. No deductions shall be made from the Architect’s compensation on account of penalty, liquidated damages, other sums withheld on account of the cost of changes in the Work other than those for which the Architect is held legally liable.

Progress payments for each phase of Basic Services shall be calculated by multiplying the percentage of completion by the percentages identified in “Compensation by Phases” by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

If portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

INSURANCE: Architect shall maintain the following insurance coverages:

- Workers' compensation insurance in accordance with applicable law.
- Commercial general liability insurance insuring against any and all claims for bodily injury and property damage occurring in, or about the Project arising out of the Architect's negligent acts. Such insurance shall have be in the minimum amount of one million dollars (\$1,000,000) per occurrence.
- Business and auto liability coverage insuring bodily injury and property damage with a combined single limit of \$1,000,000 per accident for company owned, non-owned and hired vehicles.
- Professional liability (Errors & Omissions) insurance in the minimum amount of one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

INITIAL PAYMENT: n/a

MISCELLANEOUS PROVISIONS:

Architect’s Accounting Records: Architect’s accounting records related to reimbursable expenses, hourly services, supplemental services, and/or additional services shall be available for review by the Owner upon request.

Termination, Suspension, or Abandonment: This Agreement can be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination.

Ownership and Use of Documents: All documents prepared by the Architect shall remain the property of the Architect.

Standard of Care: Architect shall perform its services under the Agreement in accordance with the standard of professional

and care expected of architectural firms practicing in the geographic area in which the Project is located and experienced in the design and construction of projects similar in scope and size to the Project.

Mediation: Upon written consent of both parties, claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement may be subject to and decided by mediation.

Request for mediation shall be made within a reasonable time after the claim, dispute, or matter in question has arisen. In no event shall the request be made after the date when institution of legal or equitable proceedings based on the matter in question would be barred by any applicable statutes of limitations. Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

Successors and Assigns: The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.



Ron Hobbs, AIA - Managing Partner
RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP

City of Hutchins, Texas



STAFF REPORT

MEETING DATE:	12/4/23
MEETING TYPE:	City Council
SUBMITTED BY:	Robert McWayne
AGENDA CAPTION:	Discuss and Consider Resolution R2023-1156 approving the contract and purchase of the precast public restrooms from CXT.

Background Information

Staff utilized Sourcewell a purchasing coop to evaluate and review seven potential suppliers for precast restrooms. Out of the seven companies CXT rated the highest and had the best pricing available.

Budget Implications

\$136,735.00 to \$150,000 depending on chosen options.

Operational Impact

N/A

Legal Review

The Attorney prepared the resolution.

Staff Recommendation

Staff recommends Approving Resolution R2023-1156

Supporting Documentation and Attachments



CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

Remitting by check:

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1077766885 ABA/Routing: 043000096

Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for

special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

**Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

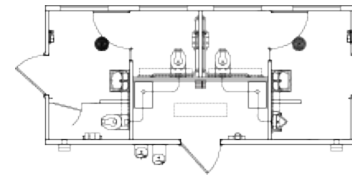
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

KODIAK – 10' 6" x 23' 8"

Kodiak with chase has two multiuser fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, off loaded, and set up at site.



Section F, Item 5.

800.896.3700
cxtinc.com

		Price Per Unit	
Base Price		\$ 104085.00	\$ 104085.00
Added Cost Options		Click to Select	
Final Connection to Utilities		\$ 5000	<input checked="" type="checkbox"/> 5000
Optional Wall Texture- choose one <input type="radio"/> Split Face Block (\$5,500) <input type="radio"/> Stone (\$7,000)		Reset Wall Texture	
Optional Roof Texture <input type="checkbox"/> Ribbed Metal		\$ 5500	0
Stainless Steel Water Closet (each)	Qty: 3	\$ 1750	<input checked="" type="checkbox"/> 5250
Stainless Steel Lavatory (each)	Qty: 2	\$ 1500.00	<input checked="" type="checkbox"/> 3000
Stainless Steel Urinal (each)	Qty: 1	\$ 1500	<input type="checkbox"/> 0
Electric Hand Dryer (each)	Qty: 2	\$ 700.00	<input type="checkbox"/> 0
Electronic Flush Valve (each)	Qty: 3	\$ 1500	<input type="checkbox"/> 0
Electronic Lavatory Faucet (each)	Qty: 2	\$ 1500	<input type="checkbox"/> 0
Electronic Urinal Valve (each)	Qty: 1	\$ 1500.00	<input type="checkbox"/> 0
Paper Towel Dispenser (each)	Qty: 2	\$ 350.00	<input type="checkbox"/> 0
Toilet Seat Cover Dispenser (each)	Qty: 3	\$ 350	<input type="checkbox"/> 0
Sanitary Napkin Disposal Receptacle (each)	Qty: 2	\$ 100.00	<input type="checkbox"/> 0
Baby Changing Table (each)	Qty: 2	\$ 750.00	<input type="checkbox"/> 0
Skylight in Restroom (each)	Qty: 2	\$ 1600.00	<input type="checkbox"/> 0
Marine Grade Skylight in Restroom (each)	Qty: 2	\$ 2450	<input type="checkbox"/> 0
Marine Package (excluding fiberglass doors and frames)		\$ 2350.00	<input type="checkbox"/> 0
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	\$ 5600.00	<input type="checkbox"/> 0
2K Anti-Graffiti Coating		\$ 4000	<input type="checkbox"/> 0
Optional Door Closure (each)	Qty: 2	\$ 700	<input type="checkbox"/> 0
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 3	\$ 3300	<input type="checkbox"/> 0
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 2	\$ 1350.00	<input type="checkbox"/> 0
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	\$ 1200	<input type="checkbox"/> 0
Total for Added Cost Options:		\$	13250
Custom Options: Installation Surcharges (7,450)			\$ 7450
Engineering and State Fees:		\$	4000
Estimated One-Way Transportation Costs to Site (quote):		\$	7950
Estimated Tax:		\$	
Total Cost per Unit Placed at Job Site:		\$	136735

Estimated monthly payment on 5 year lease **2748.3735**



This price quote is good for 60 days from date below, and is accurate and complete.

Robert C. Veals, Jr. Digitally signed by Robert C. Veals, Jr.
Date: 2023.08.10 12:28:56 -07'00'

CXT Sales Representative

Date

I accept this quote. Please process this order.

Company Name

Company Representative

Exterior Color(s) (For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)

- | | | | |
|--|---------------------------------------|---|---|
| <input type="checkbox"/> Amber Rose | <input type="checkbox"/> Berry Mauve | <input type="checkbox"/> Buckskin | <input type="checkbox"/> Cappuccino Cream |
| <input type="checkbox"/> Charcoal Grey | <input type="checkbox"/> Coca Milk | <input type="checkbox"/> Evergreen | <input type="checkbox"/> Georgia Brick |
| <input type="checkbox"/> Golden Beige | <input type="checkbox"/> Granite Rock | <input type="checkbox"/> Hunter Green | <input type="checkbox"/> Java Brown |
| <input type="checkbox"/> Liberty Tan | <input type="checkbox"/> Malibu Taupe | <input type="checkbox"/> Mocha Caramel | <input type="checkbox"/> Natural Honey |
| <input type="checkbox"/> Nuss Brown | <input type="checkbox"/> Oatmeal Buff | <input type="checkbox"/> Pueblo Gold | <input type="checkbox"/> Raven Black |
| <input type="checkbox"/> Rich Earth | <input type="checkbox"/> Rosewood | <input type="checkbox"/> Sage Green | <input type="checkbox"/> Salsa Red |
| <input type="checkbox"/> Sand Beige | <input type="checkbox"/> Sun Bronze | <input type="checkbox"/> Toasted Almond | <input type="checkbox"/> Western Wheat |

Special roof color # _____

Special wall color # _____

Special trim color # _____

Rock Color

- | | | | |
|---------------------------------|---|---------------------------------------|---------------------------------|
| <input type="checkbox"/> Basalt | <input type="checkbox"/> Mountain Blend | <input type="checkbox"/> Natural Grey | <input type="checkbox"/> Romana |
|---------------------------------|---|---------------------------------------|---------------------------------|

Roof Texture

- | | |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> Cedar Shake | <input type="checkbox"/> Ribbed Metal |
|---|---------------------------------------|

Wall Texture(s) (For single color mark an X. For top and bottom textures use T = Top and B = Bottom.)

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> Barnwood | <input type="checkbox"/> Horizontal Lap | Can only be used as bottom texture | |
| <input type="checkbox"/> Split Face Block | <input type="checkbox"/> Board & Batt | | <input type="checkbox"/> Napa Valley Rock <input type="checkbox"/> River Rock |
| <input type="checkbox"/> Stucco/Skip Trowel | <input type="checkbox"/> Brick | | <input type="checkbox"/> Flagstone |

(Textures not included in CXT's quote are additional cost.)

Door Opener

- | | | |
|---|--|--|
| <input type="checkbox"/> Non-locking ADA Handle | <input type="checkbox"/> Privacy ADA Latch | <input checked="" type="checkbox"/> Pull Handle/Push Plate |
|---|--|--|

Deadbolt

Accessible Signage

- | | | |
|---|---|---------------------------------|
| <input checked="" type="checkbox"/> Men | <input checked="" type="checkbox"/> Women | <input type="checkbox"/> Unisex |
|---|---|---------------------------------|

Toilet Paper Holder

- | | |
|---|--|
| <input type="checkbox"/> 2-Roll Stainless Steel | <input checked="" type="checkbox"/> 3-Roll Stainless Steel |
|---|--|

Notes:

Solicitation Process

While it is the desire of Sourcewell to meet our participating entities' procurement requirements, it is ultimately our participating entities' responsibility to interpret local purchasing laws to determine their own ability to access and utilize Sourcewell contracts.

Our rigorous request for proposal (RFP) process is continuously being refined to meet the changing needs of our participating entities. The desired result is a national, competitively solicited procurement and contract process that is not only valued by participating entities but meets or exceeds their requirements—offering exceptional products and services from nationally acclaimed suppliers.

1. **Identify Participating Entity Needs and Research Solutions**
Sourcewell identifies areas of need through daily participating entity interactions and advisory committees, then researches the best approach for each offering.
2. **Seek Authorization from Sourcewell's Board of Directors**
After establishing the existence of the participating entities' needs and a viable industry solution, permission from the publicly elected Sourcewell Board of Directors is sought to officially begin the development of the solicitation and overall procurement process.
3. **Draft Solicitation, Public Advertisement, and Notice**
Our solicitation document is the cornerstone of cooperative contract purchasing. The consistency of the solicitation document, its response format and evaluation criteria, are some of our greatest assets.

Sourcewell advertises each RFP:

- In print and online: [USA Today](#) (National), [Daily Journal of Commerce](#) (Oregon), [The State](#) (South Carolina), [The Oklahoman](#) (Oklahoma)
- On the Sourcewell [website](#)
- On e-commerce sites: [Biddingo](#), [MERX](#), [PublicPurchase](#), [The New York State Contract Reporter](#)

We also notify each state procurement department for re-posting of the solicitation within their system at their option.

4. **Conduct Pre-Proposal Conference**
Proposers are typically given seven weeks from the advertisement of the RFP to respond. A Pre-Proposal Conference is conducted to answer questions and provide clarification. Prospective Proposers can attend the livestream of the Conference or watch the recording that is posted shortly after the Conference concludes.
5. **Questions**
All questions related to open RFPs must be submitted through the [Sourcewell Procurement Portal](#) and will be answered via an Addendum. Addenda will be issued to all who are registered in the Portal for that RFP. All issued Addenda must be acknowledged in the Portal prior to successfully submitting a response.

6. Followed by Opening of Responses

Immediately after the Proposal Due Date, a list of all proposers will be publicly available on the Sourcewell Procurement Portal. To view the list, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN, to hear the results.

7. Evaluate Responses

Evaluation will be conducted using the Sourcewell Evaluator Scoring Guide which can be found on the Sourcewell Procurement Portal homepage.

8. Provide Recommendation to Chief Procurement Officer (CPO)

Recommendations of the evaluation committee are presented to the CPO for final review and possible award. The CPO has the final authority to issue or deny a procurement contract.

9. Award Suppliers

Upon approval by the CPO, the recommended supplier is awarded a four-year contract term with the potential for up to three additional one-year extensions at the discretion of Sourcewell. The Procurement Department sends Notice of Award or Non-Award to all respondents via email.

10. Debrief Calls

All awarded and non-awarded proposers may request a debrief call up to 60-days following notification of their award status.

11. Posting and Reviewing Approved Contract Documents

A complete procurement file is maintained by Sourcewell, and contract documentation is posted on our website for review by our participating entities. This file is periodically reviewed for compliance and effectiveness. Awarded suppliers are allowed to seek reasonable price and product changes upon the approval from Sourcewell.



PRECAST CONCRETE BUILDINGS

Restroom
Shower
Storage

Concession
Multipurpose
Utility



www.cxtinc.com
800.696.5766

ISO 9001: 2015 Certified
PCI Certified

Section F, Item 5.

CXT® restroom, shower, concession, and multipurpose buildings are delivered to your site ready to use and require no construction, concrete blocks or tilt-up panels that increase installation time. Our structures are manufactured with high-strength precast concrete floors, walls and roofs and are aesthetically designed in multiple floor plans, colors, and textures. Our vandal-resistant engineering minimizes abusive wear and maximizes our structures' service life under extreme conditions caused by flood, snow, wind and zone-4 seismic loads.

CXT buildings meet all local and state building codes, and A.D.A. specifications.

SIMPLE TO INSTALL

- Minimal site preparation required
- Pre-plumbed and wired for efficient installation

READY TO USE

- Prefabricated and delivered complete and ready to use
- Can typically be in use on the day of installation

EASY TO MAINTAIN

- Interiors resist abusive wear
- Quickly cleaned with warm soapy water and a brush



Precast Roof Slab

#3 Reinforcing
Perimeter Bar

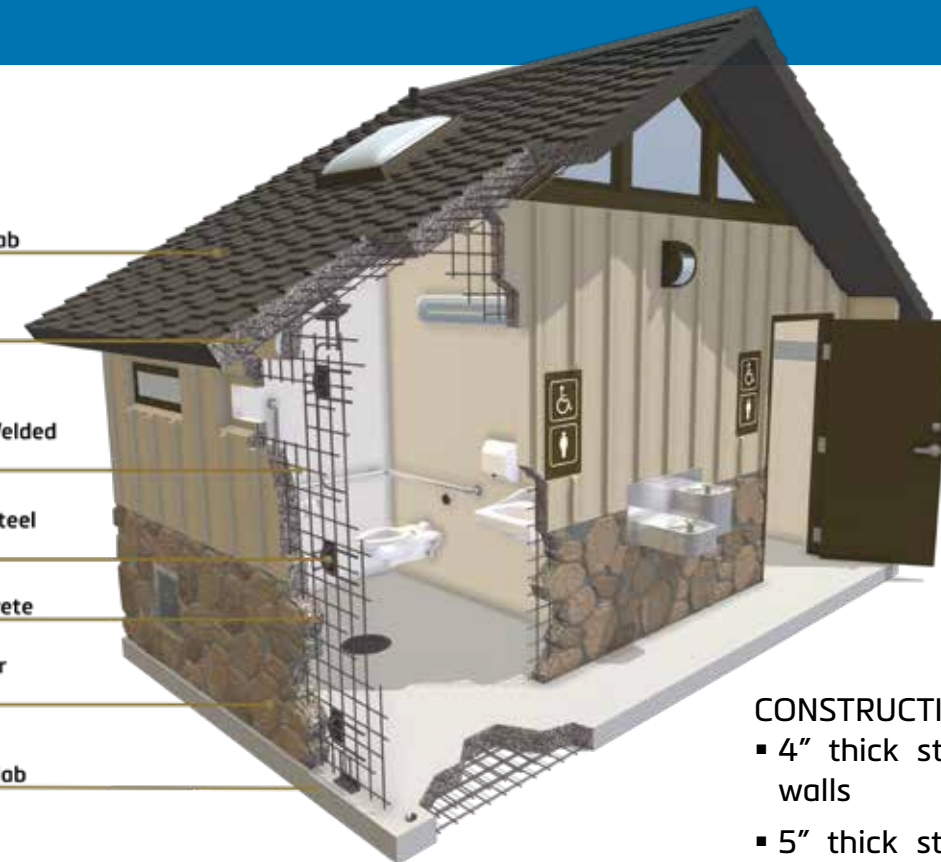
4x4xW8xW8 Welded
Wire Fabric

3/8" Studded Steel
Weld Plates

5000 PSI Concrete

Precast Exterior
Wall Panel

Precast Floor Slab



CONSTRUCTION

- 4" thick steel-reinforced concrete walls
- 5" thick steel-reinforced concrete roof and floor
- Vandal-resistant components
- Can withstand extreme conditions caused by flood, snow, wind and zone-4 seismic loads

TOUGHER THAN KITS, BLOCK OR STEEL

LB Foster
CXT® Products

DESIGNED TO LOOK GOOD AND BUILT TO LAST

CXT concrete buildings are manufactured at three facilities in the United States: Nampa, Idaho; Hillsboro, Texas; and Williamstown, West Virginia. All three plants are ISO 9001:2015 certified, which means that they meet the highest standards of quality and safety.

Our buildings are precast concrete structures that are designed for durability and ease of installation. CXT buildings require minimal site preparation and can typically be in use on the day of installation. They are prefabricated and delivered complete and ready to use, including plumbing and electrical where applicable. The interiors are designed to resist abusive wear and can be cleaned quickly with warm soapy water and a brush.



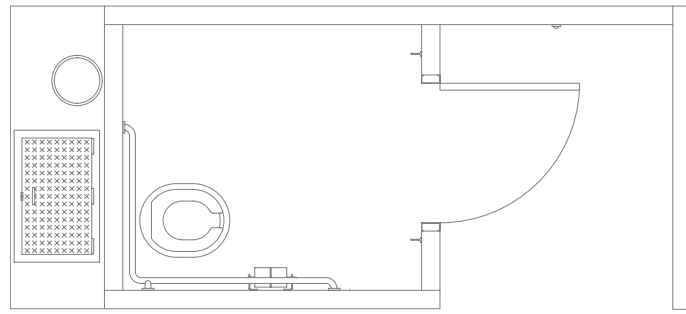
DELIVERED » INSTALLED » READY TO USE



VAULT WATERLESS RESTROOMS - SINGLE

Single Vault

- 1 single user waterless restroom
- 6' 6" x 14' 8" floor plan
- 1 ADA toilet riser with seat
- ADA grab bars
- 1 waste clean out hatch
- 1- 1,000 gallon concrete waste vault



Standard Single Vault Floor Plan (right hand)

CASCADIAN



GUNNISON



ROCKY MOUNTAIN



VAULT INSTALLATION

- Installed below ground level with vault dimensions that match the perimeter of the building to provide a stable structure that supports the full weight of the building.
- Each vault holds up to 1,000 gallons of waste (approximately 15,000 uses).
- Sloped so that waste will drain to the clean out end.
- Lined with a black polyethylene liner that is cast into the side walls of the concrete vault using dovetail embeds.



VAULT WATERLESS RESTROOMS - DOUBLE

Double Vault

- 2 single user waterless restrooms
- 11' 11" x 14' 4" floor plan
- 2 ADA toilet riser with seat
- ADA grab bars
- 2 waste clean out hatches
- 2- 1,000 gallon concrete waste vaults

DOUBLE CASCADIAN



DOUBLE ROCKY MOUNTAIN

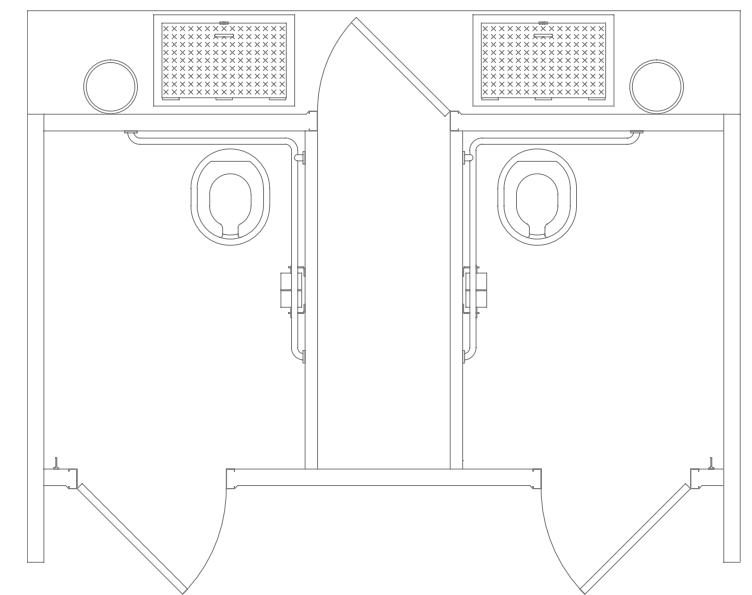


TIOGA



SWEET SMELLING TECHNOLOGY

- Designed and placed to ensure an unobstructed airflow over the top of the vent stack for passive ventilation.
- The location of the wall vent and orientation of the building takes advantage of the unobstructed airflow.
- The positive continual air flow carries the vault air out through the vent pipe keeping the building odor-free.



Standard Double Vault Floor Plan

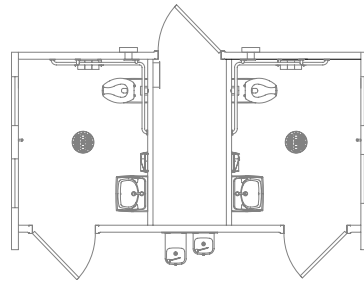
FLUSH RESTROOMS - SINGLE USER

FLUSH RESTROOMS - MULTIUSER

CORTEZ - 10'3" x 17'



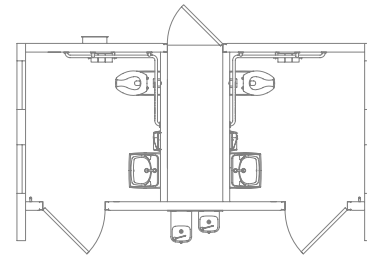
- 2 single user restrooms
- 2 ADA toilets
- 2 sinks
- ADA grab bars
- Interior and exterior lights



DENALI - 10'3" x 17'



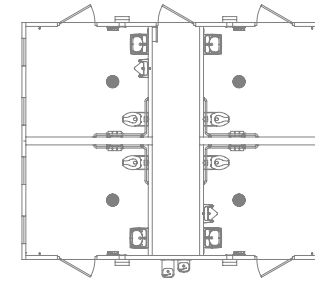
- 2 single user restrooms
- 2 ADA toilets
- 2 sinks
- ADA grab bars
- Interior and exterior lights



ARAPAHOE - 20' x 26'



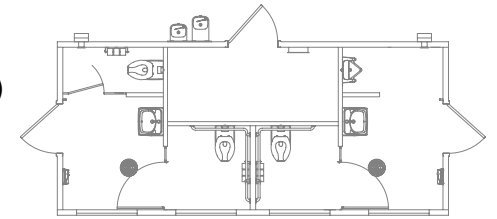
- 4 family assist restrooms
- 4 ADA toilets
- 1 urinal
- 4 sinks
- ADA grab bars
- Interior and exterior lights



KODIAK - 10'6" x 23'8"



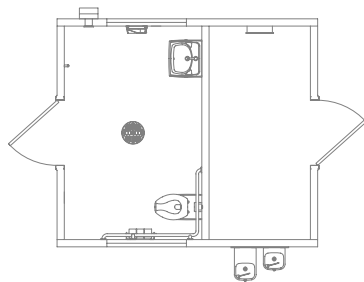
- 2 multiuser flush restrooms
- 3 toilets (2 ADA)
- 1 urinal
- 2 sinks
- ADA grab bars
- Interior and exterior lights



OZARK I - 10'6" x 12'



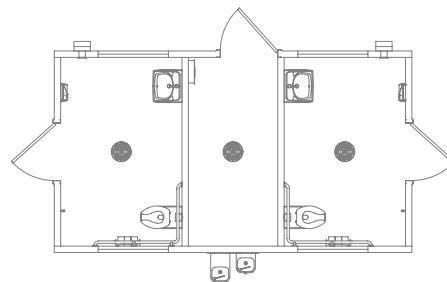
- 1 single user restroom
- 1 ADA toilet
- 1 sink
- ADA grab bars
- Interior and exterior lights



OZARK II - 10'6" x 18'8"



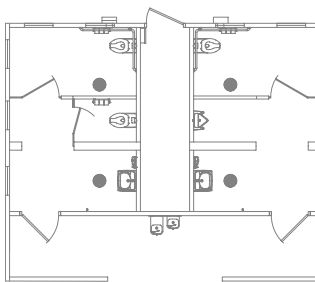
- 2 single user restrooms
- 2 ADA toilets
- 2 sinks
- ADA grab bars
- Interior and exterior lights



MONTROSE - 15'8" x 26'



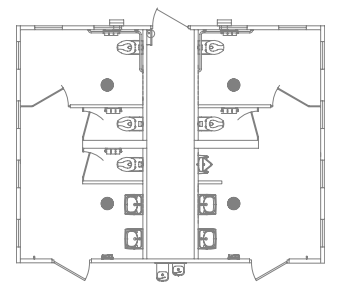
- 2 multiuser flush restrooms
- 3 toilets (2 ADA)
- 1 urinal
- 2 sinks
- ADA grab bars
- Interior and exterior lights



TAOS - 20' x 26'



- 2 multiuser flush restrooms
- 5 toilets (2 ADA)
- 1 urinal
- 2 sinks
- ADA grab bars
- Interior and exterior lights

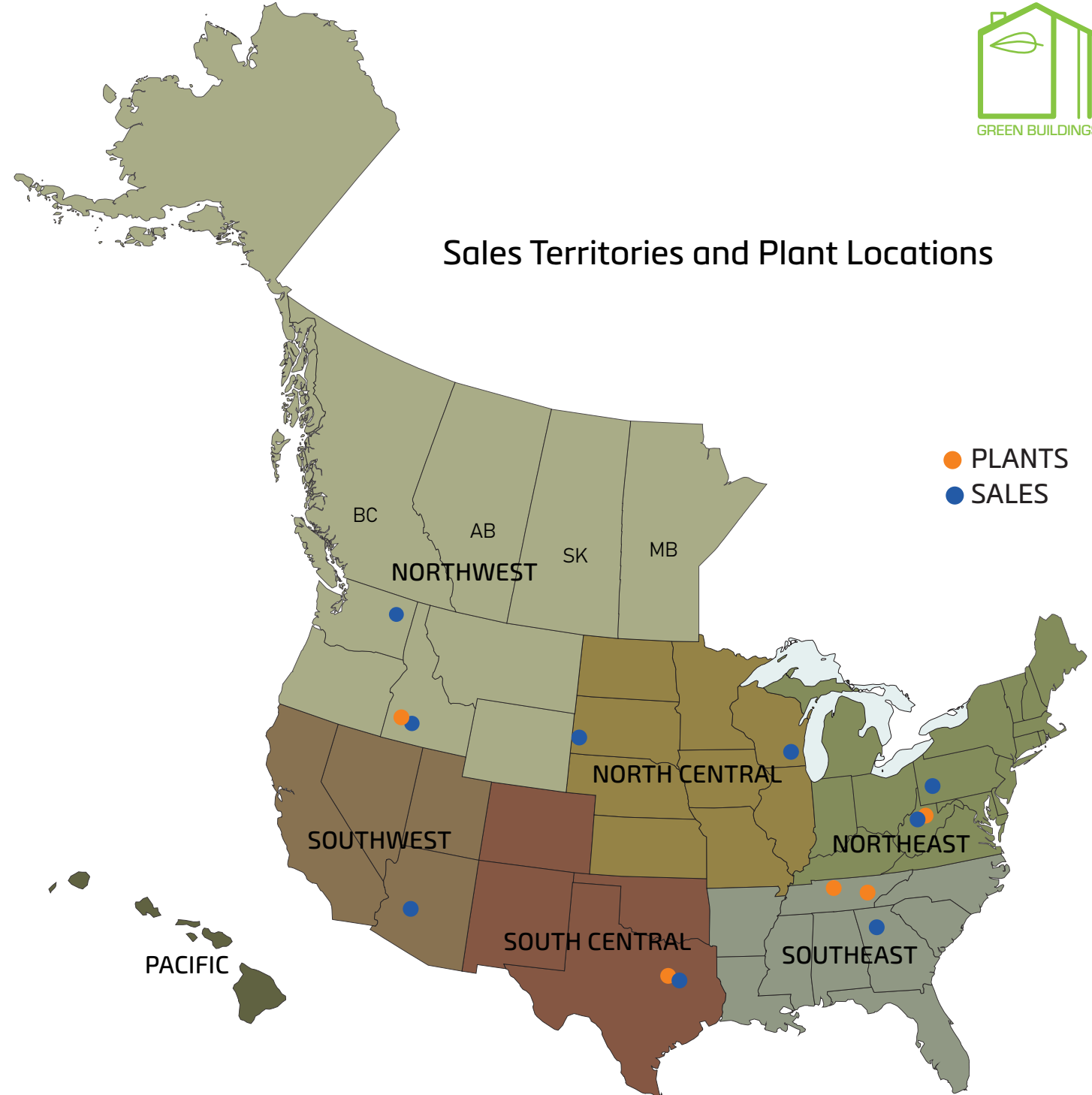


CONCESSION/RESTROOM BUILDINGS

CXT concrete buildings are durable, versatile, strong, and can be easily customized to meet the specific needs of each project. CXT buildings can be found at recreational sites, including federal, state, county, city, and private facilities in the United States, Canada, and Mexico.



Sales Territories and Plant Locations



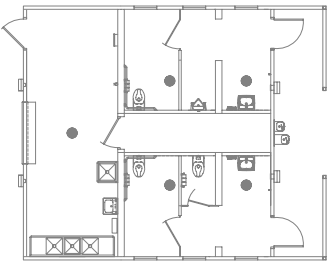
● PLANTS
● SALES



MALIBU - 25'8" x 26'4"



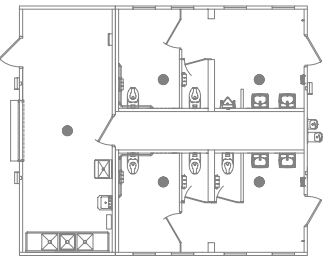
- 2 multiuser flush restrooms with concession
- 3 toilets (2 ADA)
- 1 urinal
- 2 sinks
- ADA grab bars
- 6' roll-up concession door
- 3-compartment stainless steel sink
- Interior and exterior lights



POMONA - 30' x 26'



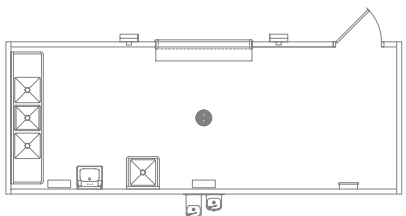
- 2 multiuser flush restrooms with concession
- 5 toilets (2 ADA)
- 1 urinal
- 4 sinks
- ADA grab bars
- 6' roll-up concession door
- 3-compartment stainless steel sink
- Interior and exterior lights



FONTANA - 10' x 26'



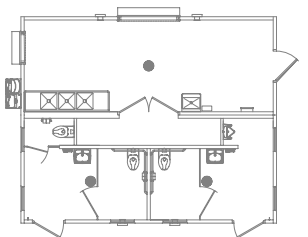
- Concession building
- 6' roll-up concession door
- 3-compartment stainless steel sink
- Interior and exterior lights



KEYSTONE - 10' x 26'



- 2 multiuser flush restrooms with concession
- 3 toilets (2 ADA)
- 1 urinal
- 2 sinks
- ADA grab bars
- 6' roll-up concession door
- 3-compartment stainless steel sink
- Interior and exterior lights



Drawings for reference only.

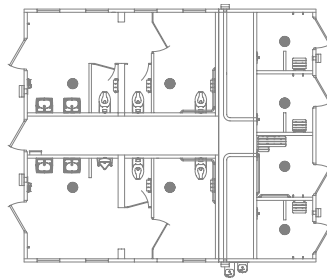
SHOWER/RESTROOM BUILDINGS

INTERIORS AND CHASE

CHEYENNE - 26' x 30'



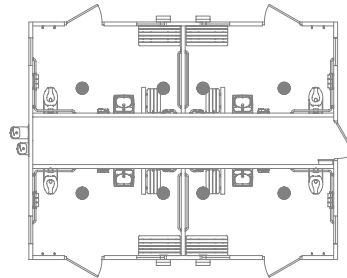
- 2 multiuser flush restrooms
- 4 separate shower rooms (1 ADA)
- Water heater
- 5 toilets (2 ADA)
- 1 urinal
- 4 sinks
- ADA grab bars
- Interior and exterior lights



NAVAJO - 20' x 26'



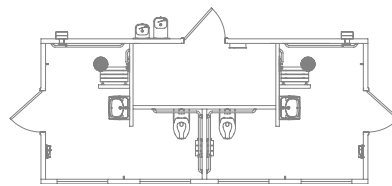
- 4 individual family assist flush restrooms and showers
- Water heater
- 4 ADA toilets
- 4 sinks
- ADA grab bars
- Interior and exterior lights



RAINIER - 10'6" x 23'



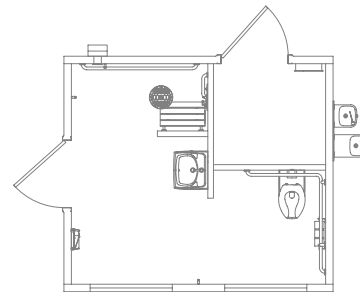
- 2 single user flush restrooms with shower
- Water heater
- 2 ADA toilets
- 2 sinks
- ADA grab bars
- Interior and exterior lights



PIONEER - 10'6" x 12'



- 1 single user flush restroom and shower
- Water heater
- 1 ADA toilet
- 1 sink
- ADA grab bars
- Interior and exterior lights



Drawings for reference only.

MULTIPURPOSE BUILDINGS

- Two standard sizes:
 - 10' 6" x up to 12'
 - 10' 6" x 12' to 20'
- Galvanized 3068 steel door
- Wall vent
- Customizable to accommodate a variety of uses, such as:
 - Storage
 - Electric and communication equipment
 - Ticket/information building
 - Pump and utility equipment
 - Chemical containment
 - Guard house and office



CUSTOM BUILDINGS

CXT can customize colors, textures and other options like privacy walls, porches and awnings to match the aesthetics of your project. Other rooms such as laundry, changing rooms, storage rooms and locker rooms can be added to enhance the amenities at your location.



Flush restroom with custom roof pitch



Flush restroom and fish cleaning station



Flush restroom/concession with custom roll up door



Flush restroom with golf cart shelter

Contact your regional sales representative to assist with designing a custom building for your project.





CXT steel-reinforced concrete buildings are engineered to maintain their aesthetics and withstand extreme conditions caused by snow, wind, water, and zone 4 seismic loads.



TOUGH AS MOTHER NATURE

COLORS

EXTERIOR



DISCLAIMER: The color samples shown are approximations only. Job site-applied colors will vary from this color chart due to printing variances as well as the texture and porosity of the substrate. CXT® recommends applying a color sample to an inconspicuous area on the actual substrate to verify color choice.

Customers can also request specific colors by providing the paint code, paint supplier, and a description of the desired color.

EXTERIOR STONE



TEXTURES

EXTERIOR WALL

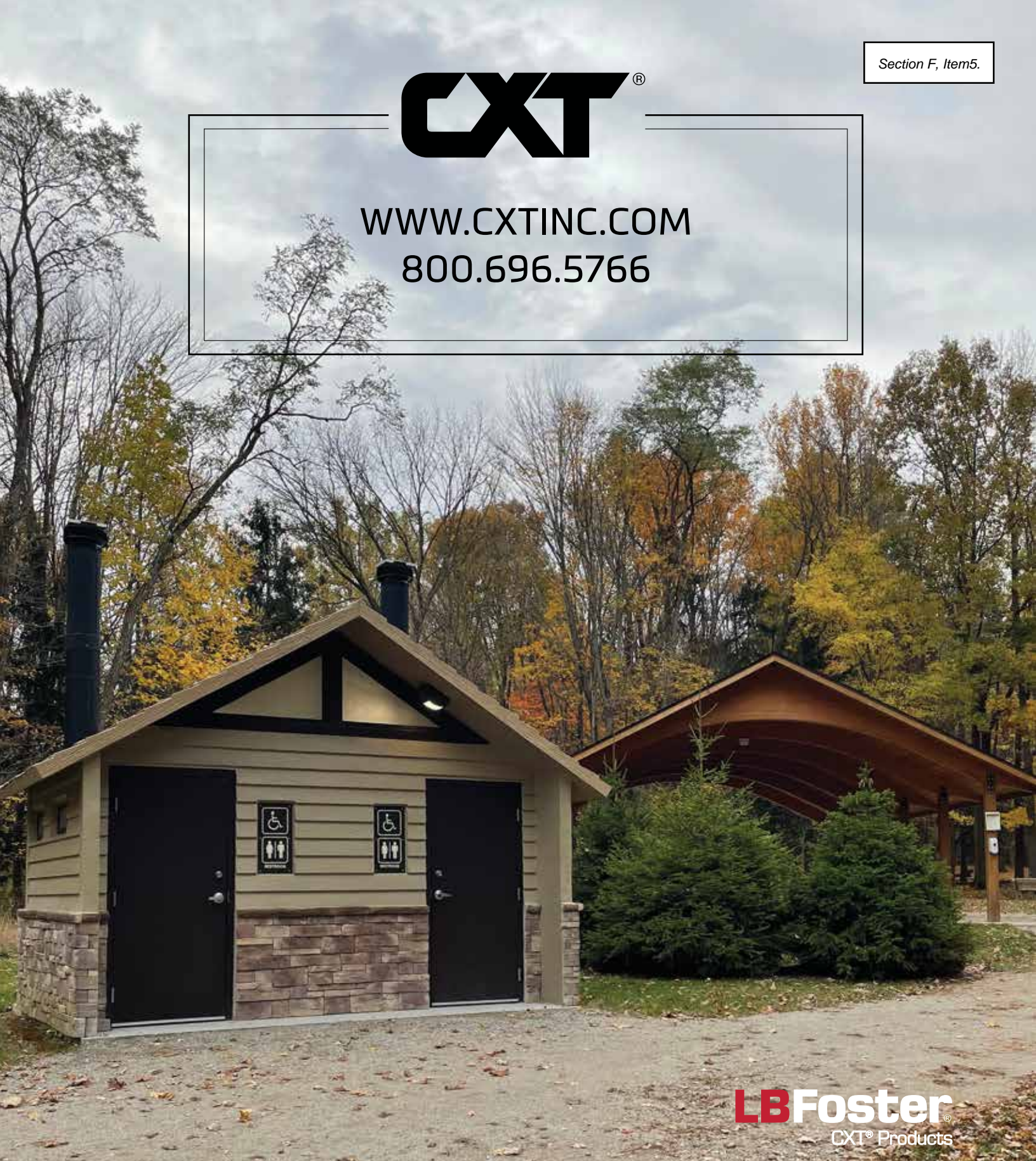


ROOF





WWW.CXTINC.COM
800.696.5766



LB Foster
CXT® Products





COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #081721
Entitled

Restroom and Shower Facility Solutions

The following advertisement was placed June 29, 2021 in *USA Today*, in South Carolina's *The State*, in *The Oklahoman* and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and June 30, 2021 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Restroom and Shower Facility Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 17, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

8540527 Canada, Inc.	Intelligent Conservation Systems, Inc.
Active Deployment Systems, Inc.	Nudigz Contractors, Ltd.
Apple Specialties	Plumbing & Heating Wholesale
Broad Valley Redimix, LTD.	Preeminent Construction, Inc.
BTI, Inc.	Public Restroom Company
C. W. Nowlin Enterprises, LLC	Regina Construction Association
ConstructConnect	Restroom Facilities, Ltd.
Construction Industry Center	Robinson Supply
CXT, Inc.	Romtec, Inc.
D2S Contractor, Inc.	SNTZR, INC.
Goto Agencies, LTD	Straight Flush Drain Solutions
Green Flush Technologies, LLC	United Site Services
Hunter Knepshield Company, Inc.	Universal Building Contractors
Integral Contracting, LLC	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on August 17, 2021, at 4:40:13 pm CT. Proposals were received from the following:

8540527 Canada, Inc., dba Comac Corporation and Niu Toilet
Active Deployment Systems, Inc.
CXT, Inc.
Green Flush Technologies, LLC
Public Restroom Company
Romtec, Inc.
United Site Services

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst
Stephanie Haataja, CPIM, Procurement Analyst
Michael Munoz, CPPB, Procurement Analyst
Nick Scholer, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

8540527 Canada, Inc., dba Comac Corporation and Niu Toilet, is offering environment friendly, high-tech portable washrooms, trailer toilets, portable shower stalls, and permanent fixed washroom structures. Features include customization options, remote monitoring, and the latest developments in technology and sanitization. They have a sales force in the United States and Canada that can serve Sourcewell Participating Entities. Comac/Niu Toilet is offering a competitive discount and financing options are available.

Active Deployment Systems, Inc., specializes in rapid response and emergency management. They offer turn-key solutions for mobile, self-contained restrooms and shower trailers. Their sales and service can reach throughout the United States and Canada. Active Deployment Systems is offering a significant discount to Sourcewell Participating Entities with volume discounts available.

CXT, Inc., offers precast concrete restrooms, showers, and utility buildings in a variety of sizes and designs. Their waterless vault, flush, shower and utility units can withstand hurricanes, floods, and earthquakes. CXT will sell direct to Sourcewell Participating Entities throughout the United States and Canada with their in-house sales associates. CXT provides a solid discount from MSRP, and financing is available.

Public Restroom Company is a design, build, and installation firm offering turn-key prefabricated restrooms, changing rooms, combination restroom and shower buildings and other related buildings. They have a direct sales force and installation and support staff to serve Sourcewell Participating Entities. Public Restroom Company pricing reflects a competitive discount off MSRP, and tiered rebates are available.

Romtec, Inc., manufactures, supplies, and installs turnkey pre-engineered restrooms, waterless vault restrooms, and shower buildings for many types of recreation areas, parks, and campgrounds. These products are made available to Sourcewell Participating Entities across the United States with a team of engineers and architects licensed in all 50 states. Romtec, Inc. is a certified small business and HUBZone enterprise with the Small Business Administration. Standard governmental pricing is provided for all products and services on contract.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #081721 to:

- | | |
|--|-------------|
| 8540527 Canada, Inc., dba Comac Corporation and Niu Toilet | #081721-NIU |
| Active Deployment Systems, Inc. | #081721-ADP |
| CXT, Inc. | #081721-CXT |
| Public Restroom Company | #081721-PRM |
| Romtec, Inc. | #081721-RMT |

The preceding recommendations were approved on October 13, 2021.

DocuSigned by:

Kim Austin

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Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:

Steff Haataja

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Stephanie Haataja, CPIM, Procurement Analyst

DocuSigned by:

Michael Munoz

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Michael Munoz, CPPB, Procurement Analyst

DocuSigned by:

Nick Scholer

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Nick Scholer, Procurement Analyst

STATEMENT OF COMPLIANCE

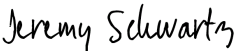
As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #081721 for Restroom and Shower Facility Solutions**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

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Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer



Proposal Evaluation Restroom and Shower Facility Solutions RFP #081721

		8540527 Canada Inc (Comac Corporation Niu Toilet)	Active Deployment Systems INC.	CXT Inc	Green Flush Technologies LLC	Public Restroom Company	Romtec, Inc.	United Site Services
Possible Points								
Conformance to Terms/ Conditions to Include Documentation	50	36	37	43	41	43	43	40
Pricing	400	340	330	346	290	333	288	300
Financial, Industry and Marketplace Successes	75	56	57	64	60	61	64	56
Bidder's Ability to Sell/ Service Contract Nationally	100	66	72	84	74	79	80	72
Bidder's Marketing Plan	50	35	37	41	41	44	41	38
Value Added Attributes	75	58	52	64	64	62	70	59
Warranty Coverages and Information	50	37	39	40	42	45	42	38
Selection and Variety of Products and Services Offered	200	161	164	169	160	172	169	167
Total Points	1,000	789	788	851	772	839	797	770
Rank Order		4	5	1	6	2	3	7

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 Kim Austin, MBA, CPPB, Procurement Lead Analyst

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 Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:

 755BA3F379B5409...
 Steff Haataja, CPIM, Procurement Analyst

DocuSigned by:

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 Nick Scholer, Procurement Analyst

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2023-1156**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE CONTRACT WITH CXT PRECAST CONCRETE PRODUCTS (“CXT”) FOR THE PURCHASE OF PUBLIC RESTROOMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutchins has been presented with the Contract between the City and CXT for the purchase of public restrooms (“the Contract”); and

WHEREAS, the City Council finds that it is in the public interest to approve the Contract between the City and CXT; and

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

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 4th day of December 2023.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(11-20-2023: 4878-5993-0769, v. 1)

EXHIBIT "A"
Contract with CXT Precast Concrete Products

4878-5993-0769, v. 1



STAFF REPORT

MEETING DATE:	12/4/23
MEETING TYPE:	City Council
SUBMITTED BY:	Robert McWayne
AGENDA CAPTION:	Discuss and Consider UPRR Sidewalk Project

Background Information

On August 6th, 2023, city staff acquired the services of Birkhoff, Hendricks, and Carter to redesign the UPRR sidewalk crossing on E. Palestine. On June 21st, 2023, plans were submitted to UPRR for review and on October 9th, 2023, UPRR accepted the submitted plans. Along with the notice of approval they also sent a set of costs that the city will have to pay UPRR for them to construct their portion for \$62,028.00 and an estimated yearly maintenance fee of \$1,007.00

Budget Implications

\$62,028.00 estimated construction cost and approximately \$1,007.00 yearly for maintenance.

Operational Impact

There cannot be a sidewalk crossing without UPRR constructing their portion.

Legal Review

The Attorney has reviewed the plans and estimated cost sheet from UPRR.

Staff Recommendation

N/A

Supporting Documentation and Attachments

Material And Force Account Estimate Hutchins

Section F, Item6.

Estimate Number: 145992 Version: 1

Standard Rates: Labor Additive = 222.97%

Estimate Good Until 10/08/24

Location: ENNIS SUB, SIMN, 254.3-254.34

Description of Work: 763641N Palestine St Hutchins TX 254.32 Ennis Sub

Prepared For: Hutchins

Buy America: Yes

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %0	Agcy %100	
ENGINEERING											
		Engineering	1	LS	15,694.00	15,694	0	15,694	0	15,694	
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900	
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900	
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	398.00	0	398	398	0	398	
Sub-Total =						15,694	2,198	17,892	0	17,892	
TRACK CONSTRUCTION - COMPANY											
		Mobilization: Company	1	DA	11,450.00	11,450	0	11,450	0	11,450	
	RDXING	RDXING 136# PREFAB NO TIES, NO RAIL	40	TF	508.56	13,545	6,798	20,343	0	20,343	
	BALAST	BALAST CL1	1	CL	2,343.31	1,042	1,301	2,343	0	2,343	
Sub-Total =						26,037	8,099	34,136	0	34,136	
EQUIPMENT RENTAL											
		Equipment Rental	1	LS	10,000.00	0	10,000	10,000	0	10,000	
Sub-Total =						0	10,000	10,000	0	10,000	
Total Wgt. in Tons = 129						Totals =	41,731	20,297	62,028	0	62,028

Est. Annual Mtc. Cost = \$1,007

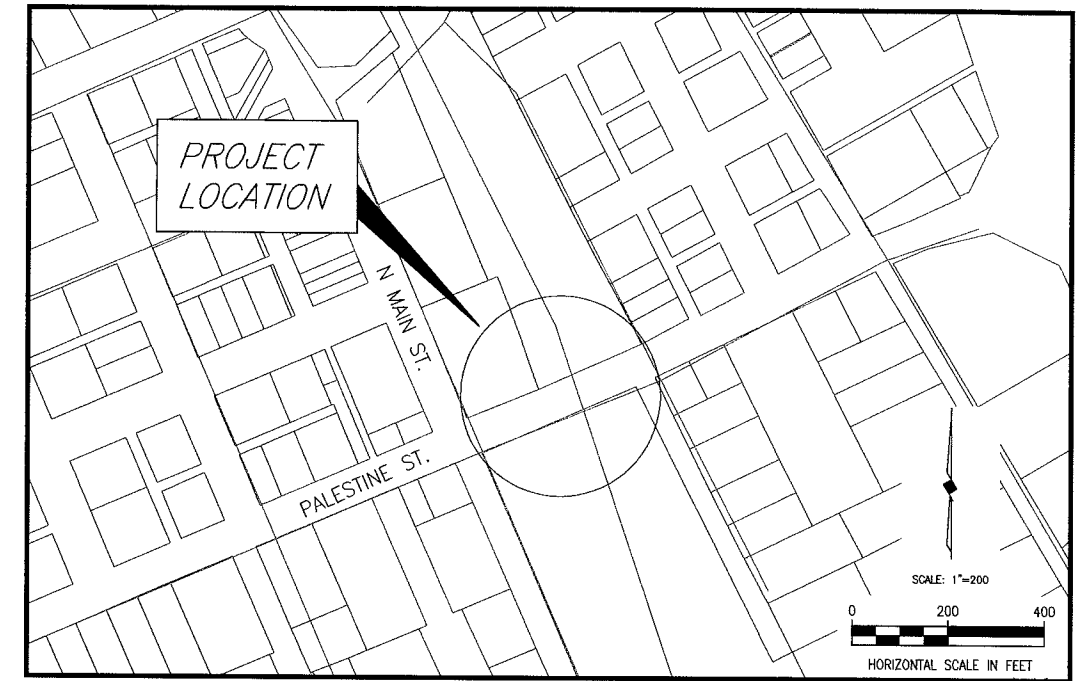
Grand Total = \$62,028

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, Hutchins will pay actual construction costs at the current rates effective thereof.

CITY OF HUTCHINS, TEXAS

CONSTRUCTION PLANS FOR:

SIDEWALK IMPROVEMENTS AT UPRR AND PALESTINE STREET



LOCATION MAP

MAYOR

MARIO VASQUEZ

MAYOR PRO TEM

STEVE NICHOLS

CITY COUNCIL

BRENDA CAMPBELL

DOMINIC DIDEHBANI

RAYMOND ELMORE

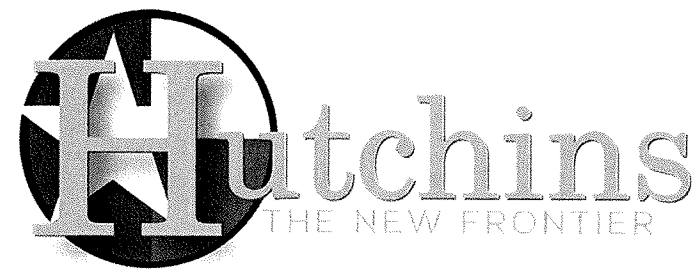
DEMARCUS ODOM

CITY ADMINSTRATOR

JAMES QUIN

DIRECTOR OF PUBLIC WORKS & COMMUNITY DEVELOPMENT

GREG MCCAFFEY, P.E., CFM



Prepared by:
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 PROFESSIONAL ENGINEERS
 TBPE Firm No. 526 TBPLS Firm No. 10031800
 11910 Greenville Ave., Suite 600, Dallas, TX 75243
 Phone: 214-361-7900

These plans and related specifications were prepared for construction of this specific project only. Reuse of these documents is not permitted without written authorization of Birkhoff, Hendricks & Carter, L.L.P. If this drawing is converted to an electronic file, if any discrepancy occurs between the electronic file and the Birkhoff, Hendricks & Carter, L.L.P. original document, the original document will govern in all cases.

April 2023

EROSION CONTROL & VEGETATION NOTES

- Every soil disturbing activity shall have an accompanying Erosion Control Plan (ECP), and either Construction Site Notice (CSN) for those activities disturbing more than 1 but less than 5 acres, or Notice of Intent (NOI) for those activities disturbing 5 or more acres including those activities less than 5 acres, but are part of a common plan of development totalling 5 or more acres. A copy of the appropriate CSN or NOI shall be provided to the City.
- The CSN or NOI shall be posted in a location viewable to the public until construction is complete and Notice of Termination (NOT) submitted. The Storm Water Pollution Prevention Plan (SW3P) shall be readily available for review by Federal, State, or local officials.
- No soil disturbing activities will occur prior to the SW3P, ECP, and associated Best Management Practices (BMP) being fully implemented. A copy of the SW3P shall be provided to the City prior to the start of construction.
- The contractor shall employ measures as necessary to prevent dirt, mud, debris from being tracked off site. Any dirt, mud, debris tracked offsite shall be cleaned up by the contractor immediately.
- The site shall be reviewed by the operator or his representative weekly, and after any major storm. Adjustments/repairs to the erosion control measure will be made as needed.
- A completed NOT shall be submitted to the State and a copy of this NOT shall be provided to the City prior to final acceptance.

TREE PROTECTION NOTES

- Unless shown on the plans to be removed, all trees within the construction area shall be protected during construction with temporary fencing or other measures as needed including pruning of limbs and roots.
- Protective measures shall be taken prior to the start of any work in the area and shall be maintained throughout the duration of the project.
- Pruning of limbs to provide clearance for construction equipment shall take place before construction begins to prevent damage to trees by ripping and tearing of branches.
- It is anticipated that in some instances trenches will encroach in the drip line of protected trees. Encroachment in these instances is permitted. Fencing will be installed outside the trench in such a manner as to limit the amount of encroachment while allowing all necessary trench safety measures.
- Any roots exposed during construction activities shall be pruned flush with the soil. If exposed root areas are not backfilled with topsoil within two days of initial exposure, they shall be covered with organic material in a manner that reduces the soil temperature and minimizes water loss due to evaporation.
- No topsoil dressing greater than 4 inches shall be permitted within drip line areas.

PEDESTRIAN ACCESSIBILITY (WITHIN PUBLIC R.O.W.)

- All newly constructed sidewalks, curb ramps and crosswalks installed shall be considered a pedestrian access route and shall be considered a pedestrian access route and shall conform to the most current "Draft" Guidelines for Public Rights-of-Way created by the United States Access Board. <http://www.access-board.gov/prowact/draft.htm>
- Curb Ramps shall conform to the City Standard Construction Details.
- Detectable warning surface shall be warning plates.
- The contractor shall provide a clear and safe route for pedestrians adjacent to the site for the duration of construction. A temporary pedestrian route shall be provided when any existing sidewalk is closed due to construction activity.
- Construction materials shall be kept off existing sidewalks and consolidated in areas within the City right-of-way, unless otherwise approved by the City.

PAVING NOTES

- All concrete for all streets shall be in accordance with NCTCOG Class "C" concrete (3,600 p.s.i.) compressive strength @ 28 days) for slip forming, NCTCOG Class "P" concrete (4,000 p.s.i. & compressive strength @ 28 days) for hand pours.
- Reinforcing steel shall be deformed bars No. 3 on 18 inch centers of No. 4 bars on 24 inch centers. Reinforcing shall be in both directions on center. Reinforcing steel shall be in accordance with ASTM 615, 616, & 617.
- All reinforcing steel shall be tied (100%). Reinforcing steel shall be set on plastic chairs. Bar laps be minimum 30 diameters.
- Expansion joints shall be spaced every 200 feet and at all intersections. Alleys shall have a minimum of two expansion joints.

- Sawed transverse dummy joints shall be spaced every 20 feet on paving 8 inches or thicker and every 15 feet for paving thickness less than 8 inches sawing shall occur within 5 to 12 hours after the pour including sealing. Otherwise the section shall be removed and reconstructed, and longitudinal butt joint constructed.
- Subgrade under pavements shall be minimum of 6 inches of lime treated subgrade. Only hydrated lime shall be utilized. Optimum lime shall be achieved. Optimum lime content shall be determined during the excavation by the use of a lime series test. Lime series test shall be taken along the excavation at all changes in soil and a minimum of 300 feet. Lime series shall be completed by an independent laboratory approved by the city.
- Lime treated subgrade shall be compacted to a density of not less than 95 percent of the maximum density as determined by ASTM D 698. Moisture content shall be within -2 to +4 of optimum. Density test results shall be completed by an independent laboratory approved by the city. All results shall be provided to the city.
- Lime trimmings are not acceptable for any use.
- All fill shall be compacted by mechanical methods. Maximum loose lift for compaction shall be 8 inches. All lifts shall be tested for density by an independent laboratory approved by the city. Density requirements shall be as shown on the plans for the type of material called for in the plans.
- All disturbed areas of roadway work shall have grass established immediately. Grass shall meet the requirements of item 3.8, 3.9, 3.10, & 3.11 of NCTCOG.
- No vehicles shall be permitted on concrete pavement without approval from the city. The city will make determination based on concrete break report.

STORM SEWER

- The floor of the excavation for inlet box must provide a firm, level bed for the base section to rest upon.
- Minimum of 6 inches of 1" diameter (maximum) rock or gravel shall be used to prepare the bedding to final grade or in lieu of this, at least 6 inches of 2-sack cement stabilized-sand shall be allowed to set by keeping hole pumped dry.
- After pipe has been laid on proper bedding, backfilling will commence with 8" maximum loose lifts mechanically compacted to 95% standard proctor under roadway or 90% standard proctor outside roadway paving. Maximum size rock in backfill shall not exceed 4 inches in diameter.
- Precast inlets must be approved by the city.
- All concrete shall be in accordance with NCTCOG Class "F" (4,200 p.s.i. compressive strength @ 28 days.)
- Locking device is required on all storm sewer lids.
- "No Dumping" warning plaque to be installed on all standard and recessed inlets.
- Concrete cast-in-place inlets shall have a minimum compressive strength of 4,200 p.s.i. @ 28 days.
- Storm drain tile shall be placed in the center of the inlet, 2 inches from the edge of opening as shown in the drawing. Use PL-200 construction adhesive for application. **TILES CAN BE ORDERED FROM:** Centerline Supply, Inc., 425 Jesse Street, Grand Prairie, Texas 75061-1141, 1-800-321-1731, Metro: 214-647-8300, Fax: 214-641-1221.
- Existing storm sewer pipe and/or laterals shall be located prior to setting of constructing inlet boxes. If adjustment in grade of lateral is required, a revised design by the engineer of records shall be submitted to the city for approval.
- Reinforced concrete pipe class III minimum or high density polyethylene storm sewer pipe is approved within the city.

REVISED: 11/18/22 -- TVASQUEZ H:\Projects\Hutchins\4027\101 - Standard Details\Hutchins - General Notes.dwg

CITY OF HUTCHINS, TEXAS	
STANDARD CONSTRUCTION DETAILS	
GENERAL NOTES	
Date: JANUARY 2023	Sheet STD - 03

These plans and related specifications were prepared for construction of this specific project only. Reuse of these documents is not permitted without written authorization of Birkhoff, Hendricks & Carter, L.L.P. If this drawing is converted to an electronic file, if any discrepancy occurs between the electronic file and the Birkhoff, Hendricks & Carter, L.L.P. original document, the original document will govern in all cases.	BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS TBPELS Engineer Firm No. 526; Survey Firm No. 10031800 11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900	THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. JOHN W. BIRKHOFF TEXAS P.E. NO. 54137 DATE: April 2023	CITY OF HUTCHINS, TEXAS SIDEWALK IMPROVEMENTS AT UPRR AND PALESTINE STREET CITY OF HUTCHINS - GENERAL NOTES 02	BHC PROJECT NO. 2023-106 April 2023	SHEET NO. # 46
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GENERAL CONSTRUCTION NOTES

1. All construction, materials and workmanship shall conform to Standard Specifications for Public Works Construction, North Central Texas Council of Governments (NCTCOG Standard Specifications) latest Edition unless otherwise noted.
2. The Contractor shall provide temporary drainage measures during construction.
3. Bracing of utility poles may be required by utility companies when trenching or excavation is in close proximity to the poles. The cost of bracing poles will be borne by the Contractor. There is no separate pay item for this work. The cost shall be considered incidental work.
4. The locations, elevations and dimensions of existing utilities shown on the plans were obtained from Dig Tess and/or available utility company records and plans and are considered approximate. It shall be the Contractor's responsibility to verify locations, elevations, and dimensions of adjacent and/or conflicting utilities sufficiently in advance of construction in order that adjustments can be made to provide adequate clearances. The Contractor shall preserve and protect public utilities at all times during construction. Any damage to utilities resulting from Contractor's operations shall be restored at the Contractor's expense. The City shall be notified when proposed facility grades conflict with existing utility grades.
5. The Contractor shall immediately repair or replace any physical damage to private property, including, but not limited to fences, walls, pavement, grass, trees, planters and lawn sprinkler and irrigation systems at no cost to the owner. This work shall be subsidiary to the contract, unless otherwise noted, and is not a separate pay item.
6. The Contractor shall cut and plug all irrigation systems located within the easements prior to construction. After construction is complete, the Contractor shall reconnect the systems to original or better condition, at no cost to the owner. All work shall be completed by an irrigator licensed in the State of Texas. The Contractor shall coordinate with the property owner and the City prior to cutting irrigation systems.
7. The Contractor shall remove surplus material from the project area. This work shall be subsidiary to the contract and is not a separate pay item. Surplus material shall be properly disposed of.
8. The Contractor shall sawcut, remove and dispose of existing pavements, curb and gutter, inlets, driveways and sidewalks. Disposal shall be offsite and in a lawful manner.
9. The Contractor shall vegetate all areas disturbed by construction. The Contractor shall provide whatever measures are needed, including temporary irrigation and mowing, to ensure establishment of grass. Unless otherwise noted, private lawn areas and parkways in front of private lawn areas disturbed by construction shall be replaced with block sod of a similar grass to that existing. Contractor to water and establish vegetation twice a day for a period of 4 weeks minimum or until grass is established as determined by the City. Work shall be in accordance with NCTCOG Item 202.
10. The Contractor shall protect all trees in the project area and temporary easements during construction. No tree shall be removed unless marked and approved for removal by the City.
11. The Contractor shall be responsible for taking measures to minimize damage to tree limbs, tree trunks, and tree roots along the route of the project. All such measures shall be considered incidental work. Contractor shall inspect the work site in advance and arrange to have any tree limbs pruned that might be damaged by equipment operations. The City shall be notified at least 24 hours prior to any tree trimming work. Nothing shall be stored over the tree root system within the drip line limits of any tree. The Contractor shall employ a qualified landscaper for all work required for tree care to ensure utilization of the best agricultural practices and procedures.
12. All fences to remain unless otherwise noted.
13. It will be the responsibility of the contractor to protect all public utilities in the construction of this project. All manholes, cleanouts, valve boxes, fire hydrants, etc. not shown to be abandoned, must be adjusted to finished grade by the contractor. All utility location and grade adjustment are subsidiary except for those included in the pay items.

SIDEWALK REPLACEMENT NOTE

1. Sidewalk removal shall be from joint to joint. Sawcut shall be at existing joint. Connection to existing sidewalk shall be with reflex expansion joint material (recycled rubber or equal). Full panel replacement required.

GENERAL NOTES FOR WATER LINES

1. Fittings shall be ductile iron and shall be cement lined inside and bituminous coated on the outside. Where connections are made to pipes of dissimilar materials, suitable bond breakers shall be used.
2. All ductile iron fittings shall be mechanical joint or slip joint type CL250.
3. Pipe joints shall be of the push-on type unless otherwise noted.
4. Valves, vault lids, fire hydrants and meter boxes shall be located outside of sidewalk areas.
5. All trenching, embedment and backfill will be incidental to the unit cost of pipe.
6. Water line sections crossing wastewater mains or laterals shall be a minimum of 18 feet long and shall be centered over the wastewater main or lateral such that the joints of the water line are equidistance and at least nine feet horizontally from the center line of the wastewater main or lateral. Whenever possible, the crossing shall be centered between the joints of the wastewater main or lateral.
7. Water Lines shall be AWWA C900 DR18 pressure class.
8. All trench backfill shall be placed in maximum 8-inch loose lifts and mechanically compacted. Testing shall be in accordance with NCTCOG as a minimum.
9. Work to make connections shall be continuous and shall occur during times of low usage.
10. Valves on lines 12-inch and less shall be gate valves. Gate valves on laterals shall be attached to flanged outlet, tee or cross. Gate valves shall conform to AWWA C-509. Butterfly valves shall conform to AWWA C-504.
11. Dewatering of water line trench may be required during construction. Dewatering shall be subsidiary to pipe installation.
12. Contractor to construct water line to grade shown in the plans. All water lines shall have a minimum cover of 4 feet.
13. During water line testing contractor to dechlorinate in accordance with TCEQ requirements prior to releasing water overland and into storm drainage systems.
14. Contractor to support all existing utilities as construction of new water line crosses these utilities. No separate pay item. Include in cost of water line.
15. Contractor shall field locate pipelines at connection points prior to ordering or fabricating proposed pipe. Contractor shall verify pipe size, type, elevation and horizontal location. Contractor shall make all necessary adjustments to connect to existing line after approval from the engineer and City.
16. All new water services shall be AWWA C901, 3/4" minimum DR-9 (250 psi) HDPE poly pipe with PE4710 as specified in ASTM F714, from the service tap to the curb stop, 3/4-inch minimum compression fitting angle stop, and meter box, unless otherwise indicated on the plans. Curb stops will be located within the meter box and facing toward the lot.
17. Bolts and nuts for mechanical joints will be of a high-strength low-alloy corrosion resistant steel conforming to ASTM A325 (Type 3).
18. Assembly of pipe to be performed as required by pipe manufacturer. Gaskets shall be clear and lubricated. Do not swing or stab the joint. Align the spigot to the bell, insert spigot into bell and contact gasket. The spigot end is marked with insertion mark. Insert pipe to the mark, do not over-insert.
19. All valve stacks shall be set at finished grade.
20. Contractor to construct waterline to grade as shown in plans.
21. All water lines shall be tested and disinfected prior to connections.
22. All crossings of sanitary sewer lines must meet current TCEQ requirements.

GENERAL NOTES FOR SANITARY SEWER LINES

1. Unless otherwise noted on the plans, all sanitary sewer pipes shall be SDR26 PVC ASTM Designation D2241. Other pipe shall be subject to Approval by the City.
2. All residential sanitary sewer laterals shall include a 4" tee wye bend, pipe and stopper. Sewer laterals shall be laid on a minimum slope of +2.00% from the main line to the street right-of-way.
3. All sanitary sewer lines and laterals shall be tested by pulling a mandrel, air pressure test, and television video. The video shall be provided to the City in a electronic format (DVD) format.
4. All sanitary sewer manholes within flood plains or flood prone areas require Type "S" manhole lids and shall be properly sealed and vented per TCEQ requirements. Outlet of vent shall be minimum 1.5 feet above the 100-year water surface.
5. All manholes shall be vacuum tested in accordance to NCTCOG requirements.
6. All manhole covers and clean outs shall be set at finished grade unless otherwise noted. In open spaces, the top of the sanitary sewer manhole shall be installed a minimum of 12 inches above the surrounding ground.
7. Contractor to construct sewer line to grade shown in the plans.
8. Contractor to support all existing utilities as construction of new sewer line crosses these utilities. No separate pay item. Include in cost of sewer line.
9. Assembly of pipe to be performed as required by pipe manufacturer. Gaskets shall be clear and lubricated. Do not swing or stab the joint. Align the spigot to the bell, insert spigot into bell and contact gasket. The spigot end is marked with insertion mark. Insert pipe to the mark, do not over-insert.
10. Contractor shall field locate pipelines at connection points prior to ordering or fabricating proposed pipe. Contractor shall verify pipe size, type, elevation and horizontal location. Contractor shall make all necessary adjustments to connect to existing line after approval from the engineer.
11. All crossings of potable water lines must meet current TCEQ requirements.

BACKFILL NOTE

1. All trench backfill shall be placed in maximum 8-inch loose lifts and be mechanically compacted. Density testing shall be in accordance with NCTCOG as a minimum and as directed by the City. The NCTCOG minimum for density testing is once per 300-feet per 1-foot of compacted depth. (NCTCOG Item 504.5.3.2)

GENERAL NOTES FOR TRAFFIC CONTROL



1. The temporary traffic control measures shown on these plans are to be considered a minimum. Additional measures shall be furnished when necessary for traffic safety and to meet the latest Texas MUTCD (TMUTCD).
2. When the normal function of the roadway is suspended through closure of any portion of the right-of-way, temporary construction work zone traffic control devices shall be installed to effectively guide the motoring public through the area. Consideration for road user safety, worker safety, and the efficiency of road user flow shall be an integral element of every traffic control zone. All traffic control devices shall be in accordance with the latest TMUTCD.
3. The contractor shall be responsible for maintaining all traffic control devices on an around-the-clock basis, whether or not work is active. Any deficiencies shall be corrected by the contractor immediately, regardless of time of day.
4. Lane closures will not be permitted on arterial roadways before 9:00 am or after 3:00 pm. Violations may result in suspension of all work at the job site for a minimum of 48-hours.
5. All temporary traffic control devices shall be removed as soon as practical when they are no longer needed. When work is suspended for short periods of time at the end of the workday, temporary traffic control devices that are no longer appropriate shall be removed or covered. The first violation of this provision will result in a verbal warning to the construction foreman. Subsequent violations will result in suspension of all work at the job site for a minimum of 48-hours.

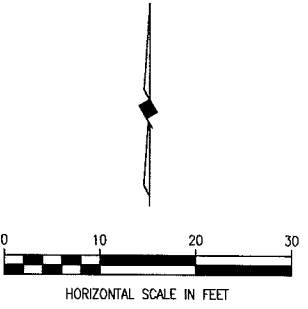
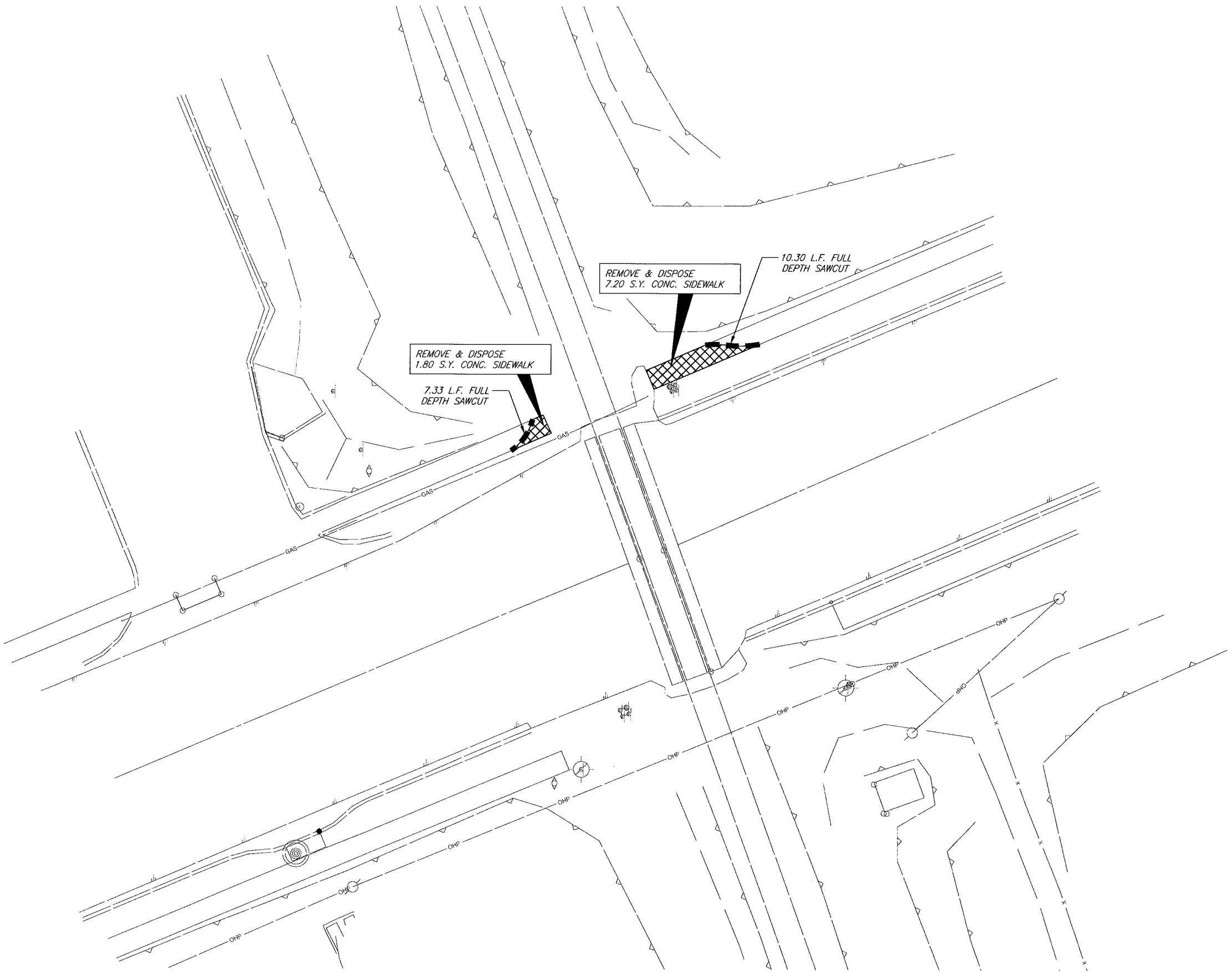
CITY OF HUTCHINS, TEXAS	
STANDARD CONSTRUCTION DETAILS	
GENERAL NOTES	
Date: JANUARY 2023	Sheet STD - 02

REVISED: 11/18/22 - TVASQUEZ H:\Projects\Hutchins\4027\101 - Standard Details\Hutchins - General Notes.dwg

These plans and related specifications were prepared for construction of this specific project only. Reuse of these documents is not permitted without written authorization of Birkhoff, Hendricks & Carter, L.L.P. If this drawing is converted to an electronic file, if any discrepancy occurs between the electronic file and the Birkhoff, Hendricks & Carter, L.L.P. original document, the original document will govern in all cases.	BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS TBPELS Engineer Firm No. 526; Survey Firm No. 10031800 11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900	THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. JOHN W. BIRKHOFF TEXAS P.E. NO. 54137 DATE: April 2023	CITY OF HUTCHINS, TEXAS SIDEWALK IMPROVEMENTS AT UPRR AND PALESTINE STREET CITY OF HUTCHINS - GENERAL NOTES 01	BHC PROJECT NO. 2023-106 April 2023	SHEET NO. 2 47
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REMOVAL LEGEND:

	4' SIDEWALK (17.63 S.Y.)
	FULL DEPTH SAWCUT (4.1 L.F.)



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BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 PROFESSIONAL ENGINEERS
 TBPE Firm No. 526; TBPLS Firm No. 10031800
 11910 Greenville Ave., Suite 600
 Dallas, Texas 75243 (214) 361-7900



THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
 JOHN W. BIRKHOFF
 TEXAS P.E. NO. 54137
 DATE: April 2023

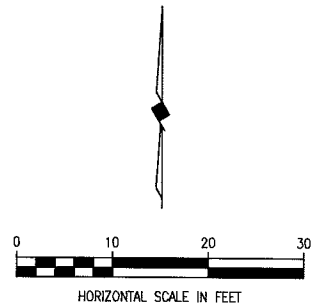
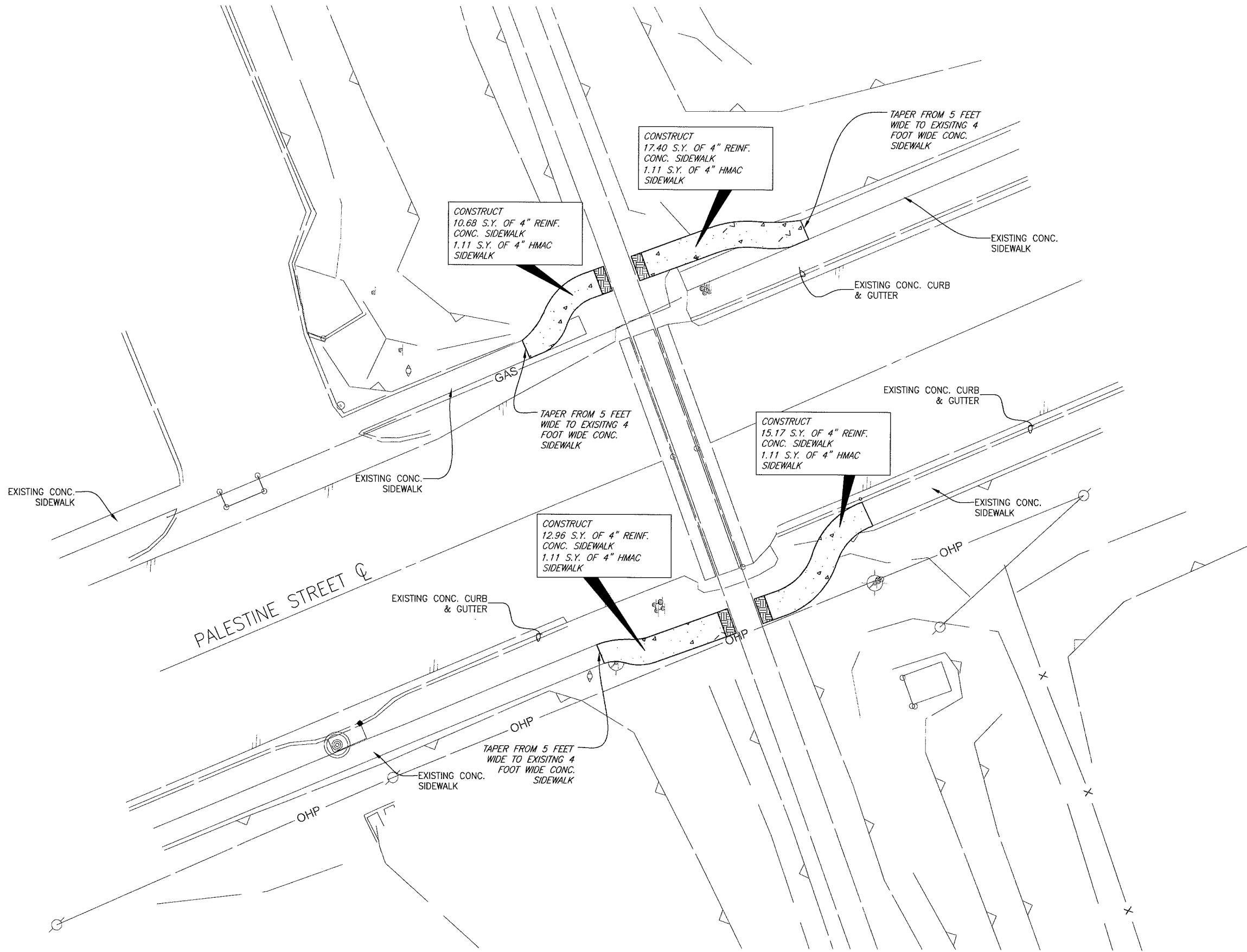
CITY OF HUTCHINS, TEXAS
 SIDEWALK IMPROVEMENTS AT UPRR AND PALESTINE STREET
DEMOLITION PLAN

BHC PROJECT NO. 2023-106
 April 2023

SHEET NO. **4** 48

LEGEND:

-  5' CONCRETE SIDEWALK (56.21)
-  5' HMAC SIDEWALK (4.44 S.Y.)



These plans and related specifications were prepared for construction of this specific project only. Reuse of these documents is not permitted without written authorization of Birkhoff, Hendricks & Carter, L.L.P. If this drawing is converted to an electronic file, if any discrepancy occurs between the electronic file and the Birkhoff, Hendricks & Carter, L.L.P. original document, the original document will govern in all cases.

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 PROFESSIONAL ENGINEERS
 TBPE Firm No. 526; TBPLS Firm No. 10031800
 11910 Greenville Ave., Suite 600
 Dallas, Texas 75243 (214) 361-7900

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
 JOHN W. BIRKHOFF
 TEXAS P.E. NO. 54137
 DATE: April 2023

CITY OF HUTCHINS, TEXAS
 SIDEWALK IMPROVEMENTS AT UPRR AND PALESTINE STREET
PROPOSED SIDEWALK PLAN

BHC PROJECT NO. 2023-106
 April 2023

SHEET NO. **5** 49



STAFF REPORT

MEETING DATE: 12/4/23
MEETING TYPE: City Council
SUBMITTED BY: Robert McWayne
AGENDA CAPTION: Reconsideration of Purchasing TXDOT Property

Background Information

Mayor Vasquez would like council to discuss and reconsider the purchase of the TXDOT property in front of the Dairy Queen in the amount of Forty-Three Thousand Nine Hundred Eight-Four Dollars (\$43,985.00).

Budget Implications

\$43,985.00

Operational Impact

N/A

Legal Review

The Attorney prepared the resolution

Staff Recommendation

N/A

Supporting Documentation and Attachments

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. 2023-XXXX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE MAYOR TO ADVISE THE DALLAS DISTRICT OF THE TEXAS DEPARTMENT OF TRANSPORTATION OF THE CITY’S DECISION TO EITHER PURCHASE OR WAIVE ITS PRIORITY RIGHT TO PURCHASE THE STATE-OWNED PROPERTY LOCATED AT IH 45 AND EAST PALESTINE STREET, HUTCHINS, DALLAS COUNTY, TEXAS, CONSISTING OF ±0.1262 ACRES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Dallas Division of the Texas Department of Transportation (“TxDOT”) has determined that the state-owned property located at IH 45 and East Palestine Street, Hutchins, Dallas County, Texas, consisting of ±0.1262 acres (the “Property”), is no longer needed for state highway purposes; and

WHEREAS, TxDOT has advised the City of its priority right to purchase the Property for the amount of Forty-Three Thousand Nine Hundred Eight-Four Dollars (\$43,985.00); and

WHEREAS, the City Council has been presented with TxDOT’s offer letter addressed to the City (“Offer”), and upon full review and consideration of the Offer, and all matters related thereto, the City Council is of the opinion and finds that the Mayor is authorized to communicate the City’s decision to either purchase or waive its priority right to purchase the Property;

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

SECTION 1. The Mayor is hereby authorized to communicate the City’s decision to TxDOT’s Offer to purchase the Property, which is attached hereto as Exhibit “A,” on behalf of the City of Hutchins.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the _____ day of _____ 2023.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(06-23-2023: ND 4870-4361-1247)

**EXHIBIT “A”
TxDOT Offer**



Section F, Item 7.

6230 EAST STASSNEY LANE, ROW-RES, AUSTIN, TEXAS 78744 | 512.416.2485 | WWW.TXDOT.GOV

June 23, 2023

RE: Potential Sale of State-Owned Property
+/- 0.1262 acres; D18-057-484
IH 45 & E. Palestine Street
Hutchins, Dallas Co., Tx 75141

RECEIVED

JUN 23 2023

VIA FEDERAL EXPRESS

CITY OF HUTCHINS

Mario Vasquez
Mayor
City of Hutchins
321 North Main Street
Hutchins, TX 75141

Dear Priority Holder,

The Dallas District of the Texas Department of Transportation ("TxDOT") has determined that the above-described property is no longer needed for state highway purposes. A copy of the survey of the property is enclosed. In accordance with Texas Transportation Code § 202.021, governmental entities with the authority to condemn the real property have a priority right to purchase TxDOT real property that is sold, and this letter is a notice of your right to purchase this property.

The purchase price for this property is FORTY-THREE THOUSAND NINE HUNDRED EIGHTY-FOUR and No/100 DOLLARS (\$43,984.00), plus survey costs, appraisal costs, and any additional incurred closing costs, including the cost of any owner's title insurance policy you may require. This transaction is subject to change or cancellation by TxDOT. Furthermore, the conveyance will be made subject to any easements for access to a right of way, implied or otherwise, appurtenant to any and all properties abutting the property being sold.

To exercise your priority, you must provide TxDOT with a written election statement of your entity's intent to purchase the property on these terms, within thirty (30) days of the receipt of this letter. Please email this to: Stephen.Dodge@txdot.gov.

If TxDOT does not receive a written election statement, TxDOT will consider your right to purchase the property waived. If the priority holder is not interested in purchasing the property, please return the enclosed Waiver prior to the automatic 30-day waiver.

If you have any questions concerning this matter, email or call me at: (512) 416-2875.

Sincerely,
DocuSigned by:

Stephen Dodge
Stephen Dodge
Director, Real Estate Services Section, Right of Way Division

cc: Ceason G. Clemens, P.E., District Engineer, Dallas District
Jenifer Houdmann, ROW Project Delivery Manager, Dallas District

Waiver of Priority Purchase Right
by Governmental Entity

RE: Potential Sale of State-Owned Property
Texas Department of Transportation
+/- 0.1262 acres; D18-057-484
IH 45 & E. Palestine Street
Hutchins, Dallas Co., Tx 75141

Stephen Dodge, Director
Real Estate Services Section
Right of Way Division
Texas Department of Transportation
6230 E. Stassney Lane
Austin, Texas 78744

Dear Mr. Dodge:

We have reviewed TxDOT's letter dated June 23, 2023 regarding the proposed sale of the above-referenced property.

The Priority Holder IS NOT interested in purchasing this property.

The Priority Holder WAIVES the priority right to purchase this property.

Sincerely,

_____ [Signature]

_____ [Name]

_____ [Title]

_____ [Entity Name]

Date: _____, 20__

Mario Vasquez
Mayor
City of Hutchins
321 North Main Street
Hutchins, TX 75141

EXHIBIT "A"

County: Dallas
 Highway: Interstate Highway 45
 RCSJ: 0092-02

Page 1 of 4
 February 6, 2023

Tract 1


BEING all that certain parcel of land being situated in the THOMAS FREEMAN SURVEY, ABSTRACT NO. 453, and being a portion of Tract No. II (Parcel 1) conveyed by J.J. Moore to the State of Texas by Right of Way Deed recorded in Volume 3915, Page 410 of the Deed Records of Dallas County, Texas (DRDCT) and a portion of Tract No. II (Parcel 1) (2.92 acres) conveyed by Ida Nichols, et al to the State of Texas by Right of Way Deed recorded in Volume 3925, Page 419, and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found in the west line of Interstate Highway 45 (I-45, a variable width right of way) for the southeast corner of Lot 3, Block 1 of The William L. Smith Subdivision, an addition in the City of Hutchins, Texas, according to the plat thereof recorded in Volume 83127, Page 4214, DRDCT and at the intersection of the extended north line of a called 14 foot alley as dedicated in the plat of Jeffers, Davis and Moore Subdivision, an addition in the City of Hutchins, Texas, according to the plat thereof recorded in Volume 589, Page 2134 of the Map Records of Dallas County, Texas (MRDCT);

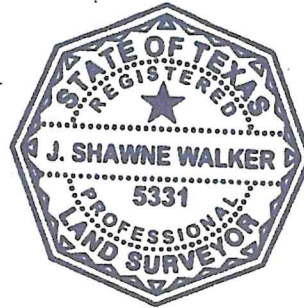
THENCE S 19°27'14" E, along the current east line of said alley, a distance of 13.68 feet to a 1/2" iron rod found at the intersection of the extended south line of said 14 foot alley with the west line of Interstate Highway 45 and same for said Tract No. II (Moore) for the northeast corner of Tract #1 conveyed to Maliette Landau Wolens by Special Warranty Deed recorded in Volume 96056, Page 4705, DRDCT for the PLACE OF BEGINNING;

- 1) THENCE S 34°03'30" E, along the east line of this tract, a distance of 69.07 feet to a 1/2" iron rod set with cap marked "WLSC RPLS 5331" for corner;
- 2) THENCE S 14°31'17" E, continuing along the east line of this tract, passing the south line of said Tract No. II (Moore) and the north line of Tract No. II (Nichols), in all, a distance of 135.71 feet to a 1/2" iron rod set with cap marked "WLSC RPLS 5331" for corner;
- 3) THENCE S 18°38'33" W, continuing along the east line of this tract, a distance of 26.8 feet to a 1/2" iron rod set with cap marked "WLSC RPLS 5331" for corner;
- 4) THENCE S 68°36'18" W, along the south line of this tract, a distance of 63.00 feet to a 1/2" iron rod set with cap marked "WLSC RPLS 5331" for corner;
- 5) THENCE S 39°30'46" W, continuing along the south line of this tract, a distance of 27.41 feet to a cotton gin spike found at the intersection of the west line of I-45 with the north line of Palestine Street (formerly Dowdy's Ferry Road, a variable right of way) for the southeast corner of this tract and the southwest corner of said Tract No. II (Nichols) and the southeast corner of Tract #3 conveyed to Maliette Landau Wolens by Special Warranty Deed recorded in Volume 96056, Page 4705, DRDCT;
- 6) THENCE N 24°35'37" E, along the east line of Tract #3 and the west line of I-45 and same for said Tract No. II (Nichols), a distance of 111.67 feet to a cotton gin spike found for a northeast corner of Tract #3 and a southeast corner of Tract #1 conveyed to Maliette Landau Wolens by Special Warranty Deed recorded in Volume 96056, Page 4705, DRDCT and a west corner of said Tract No. II (Nichols) and the southwest corner of Tract No. II (Moore);
- 7) THENCE N 34°00'57" E, along the east line of Tract #1 and the west line of I-45 and same for Tract No. II (Moore), a distance of 26.30 feet to a cotton gin spike found for an interior corner of Tract No. II (Moore) and a southeast corner of Tract #1;

- 8) THENCE N 20°07'15" W, continuing along the east line of Tract #1 and the west line of I-45 and same for Tract No. II (Moore), a distance of 143.32 feet to the PLACE OF BEGINNING and containing 5498 square feet or 0.1262 acres of land. Basis of bearings is Texas Coordinate System, North Central Zone 4202, NAD 83 per GPS observation. Coordinates are grid.



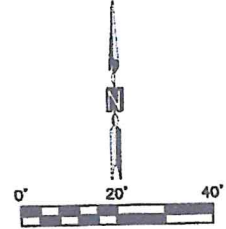
J. Shawne Walker, R.P.L.S.
Texas Registration No. 5331
TBPELS Firm No. 10112400



WLSC

Exhibit "A"

Interstate Highway 45
5,498 Square Foot Tract in the
Thomas Freeman Survey, Abstract No. 453
City of Hutchins, Dallas County, Texas



Lot 3, Block 1
The William L. Smith Subdivision
Vol. 83127, Pg. 4214
DRDCT

P.O.C.
1/2" IRF
N: 6923993.64
E: 2519821.24

P.O.B.
1/2" IRF
N: 6923980.74
E: 2519825.80

S 19°27'14" E
13.68'

1/2" IRF

1/2" IRF (C.M.)

198.7' to Ⓞ

Concrete Headwall

Concrete Driveway

Concrete Headwall

Interstate Highway 45
(Variable Width R.O.W.)
(South Bound Service Road)

14' Alley

Tract #1
Vol. 96056, Pg. 4705
DRDCT

Thomas Freeman Survey
Abstract No. 453

Jeffers, Davis, Moore Subdivision
Vol. 589, Pg. 2134
MRDCT

Tract #2
Vol. 96056, Pg. 4705
DRDCT

Tract No. II
State of Texas
Vol. 3915, Pg. 410
DRDCT

Tract No. II
State of Texas
Vol. 3925, Pg. 419
DRDCT

Maliette Landau Wolens

Tract #4
Vol. 96056, Pg. 4705
DRDCT

Abandoned by Ordinance No. 111
(Record Not Found)

Palestine Street

Tract #3
Vol. 96056, Pg. 4705
DRDCT

Portion of
Parcel 1
5498 Square Feet
0.1262 Acres

Tract 1

Sanitary Sewer Main

Underground Telephone Marker

Storm Inlet

Thomas Freeman Survey
Abstract No. 453

Underground Telephone Marker

Utility Vault

N 24°35'37" E 111.67'

N 34°00'57" E 26.30'

S 34°03'30" E 69.07'

S 68°36'18" W 63.00'

1/2" CIRS

1/2" CIRS

1/2" CIRS

Underground Gas Line

Storm Inlet

Sanitary Sewer Main

Gas Meter

Asphalt Driveway

CGSF (C.M.)

Underground Gas Line

Palestine Street
(Formerly Dowdy's Ferry Road)
(Variable Width R.O.W.)

J. Shawne Walker

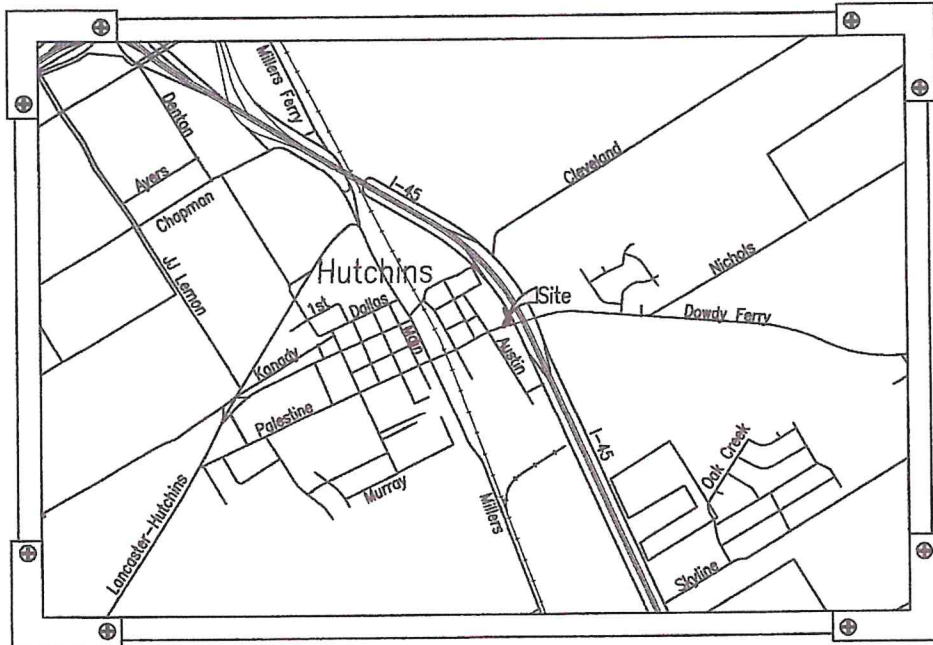
J. Shawne Walker, R.P.L.S.
Texas Registration #5331



WLSC

Walker Land Survey
 P.O. Box 2911 Waxahatchie, Texas 75165
 TBPELS Firm No. 10112400
 Page 4 of 4

Exhibit "A"
 Interstate Highway 45
 5,498 Square Foot Tract in the
 Thomas Freeman Survey, Abstract No. 453
 City of Hutchins, Dallas County, Texas



LOCATION MAP NOT TO SCALE

Legend

- | | |
|-----------|---|
| 1/2" IRF | 1/2" iron rod found |
| 1/2" CIRS | 1/2" capped iron rod set with cap marked "WLSC RPLS 5331" |
| CGSF | Cotton Gin Spike Found |
| CGSS | Cotton Gin Spike Set |
| DRDCT | Deed Records of Dallas County, Texas |
| MRDCT | Map Records of Dallas County, Texas |
| Vol. | Volume |
| Pg. | Page |
| R.O.W. | Right of Way |
| C.M. | Control Monument |



STAFF REPORT

MEETING DATE:	December 4, 2023
MEETING TYPE:	City Council
SUBMITTED BY:	Cynthia Olguin, City Secretary
AGENDA CAPTION:	Discuss and consider Resolution R2023-1157 of the City of Hutchins, Casting Its Vote for the Fourth Member of the Board of Directors of the Dallas Central Appraisal District.

Background Information

On August 16, 2023, the Dallas Central Appraisal District notified the City of Hutchins that each of the incorporated cities and towns, except the City of Dallas, shall have the right to nominate by official resolution one candidate as a member of the board. On October 2, 2023, the Hutchins City Council, by Resolution R2023-1142 voted to nominate Steve Nichols as a nominee for the Dallas Central Appraisal District Board.

The Dallas Central Appraisal District has provided the list of nominees submitted by the nominating cities for city council consideration. The council shall consider and cast its vote for one (1) candidate from the ballot provided in the attached Resolution.

Budget Implications

Operational Impact

Legal Review

Staff Recommendation

Staff recommends that the city council consider the attached Resolution and ballot with nominees and cast its vote for one (1) candidate from the ballot provided in the Resolution.

A motion shall be made to:

Approve Resolution R2023-1157 for the City of Hutchins to cast its vote for : _____ as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal District.

Supporting Documentation and Attachments

Resolution R2023-1157 with Nomination for Fourth Member of the Board of Directors of DCAD.

Dallas Central Appraisal District instructions and candidate information.



Dallas Central Appraisal District

Date: October 26, 2023

To: Mario Vasquez, Mayor, City of Hutchins

From: W. Kenneth Nolan, Executive Director/Chief Appraiser

Re: Election of Suburban Cities' Representative to Dallas Central Appraisal District Board of Directors

In accordance with state law, the nomination process for persons to serve on the Dallas Central Appraisal District Board of Directors has been completed. By state law, your agency is required to vote by official ballot resolution, which is enclosed. **You must do so no later than December 15, 2023. If your entity chooses to abstain from voting, please notify me in writing.**

The nominees are as follows. Also included are the names of the nominating cities.

Candidate	Nominating City
Brett Franks:	City of Sachse
Carrie F. Gordon:	City of Balch Springs
Michael Hurtt:	City of Seagoville, City of Carrollton
Mark Jones:	City of Desoto
Terry Lynne:	City of Farmers Branch
Steve Nichols:	City of Hutchins

Resumes for each candidate that were received by DCAD are enclosed as well as the ballot (last page).

Please act on this election process by official ballot resolution and return the ballot resolution to my office in the enclosed envelope by December 15, 2023. **The 1979 resolution adopted by the taxing units participating in Dallas Central Appraisal District, which governs board elections, requires that a candidate receive a majority of the votes in order to be elected to the Board of Directors. Therefore, it is imperative that your taxing unit cast its vote before the December 15, 2023 deadline.**

We appreciate your interest in this very important process and look forward to receiving your vote.

WKN/cdj

Enclosure (Nominee Bio/Official Ballot Resolution/Return Envelope)

Cc: James Quin, City Administrator
Cynthia Olguin, City Secretary
William Wooten, Finance Director

Brett Franks
City Council Place 1
City of Sachse

Councilman Brett Franks was elected to serve on the Sachse City Council in Place One in June 2012. He is an Orthopedic PA with the Sports Medicine Clinic of North Texas. Mr. Franks currently serves as the Council liaison to the Parks and Recreation Commission on which he held position prior to being elected to City Council. He is a former member of the Sachse Baseball Association and a former member of the Campus Improvement Team at Hudson Middle School. As a proud Army veteran, Mr. Franks also volunteers his time every year to organize the Annual Memorial Day Event. He and his family have lived in Sachse since 2000.

Councilman Franks is interested in representing the suburban cities because of the increasing concerns by residents regarding appraisals. The consistent escalation of property values in Dallas County, the lack of transparency of the appraisal process, and the role of the Board and its staff need to be addressed. He believes there is an opportunity for DCAD to provide this information and give better explanation to citizens about how the appeal process works. These changes would improve how DCAD serves the citizens in the District.

CARRIE FORNEY GORDON, PHD, CMO



BIOGRAPHICAL SKETCH

The Honorable Carrie Forney Gordon, PhD served as Mayor of Balch Springs, TX from May 2009 – May 2015. In that same year, she also retired from the City of Dallas after 31 years of service as an Urban Planner. Just a year later (2016), she gravitated back to the local government realm as a Zoning Consultant, City Administrator (Wilmer, TX), and member of the Balch Springs Industrial and Economic Development Corporation Board of Directors (Type A). In May 2020, Dr. Gordon was appointed by the Balch Springs City Council to serve a 1-year Mayoral term. Unbeknownst to her, the term would be extended 2-years as an unopposed Mayoral candidate. The voters then extended the term through 2025. Mayor Gordon stands as the longest serving elected official in its 70-year history.

During Dr. Gordon's Mayoral tenure, she has and continues to serve as a "change agent"! Her legacy has left and continues to leave indelible marks in the city's history and region. Here are just a few "seeds" planted and harvested during her administration:

- Unprecedented feat - During the 83rd Texas Legislature, spearheaded efforts to successfully consolidate the Dallas County Water Control & Improvement District No. 6 with the City of Balch Springs. Her efforts led to the successful dissolution of one of the largest Municipal Utility Districts in Texas (Senate Bill 1635), to consolidate the delivery of city services and strengthen its economic positioning in Southeast Dallas County. [*Water Utilities*]
- Worked with Dallas Area Rapid Transit (DART), Star Transit, Dallas County, and the North Central Texas Council of Governments to successfully launch a 'non-DART' public transit partnering program, a framework that spans southeast and southwest Dallas County as partnerships continue to be brokered to meet transit needs. [*Transportation*]
- Secured an invitation from the Governor's Office for the Balch Springs Economic Development Corporation to become actively involved with the TexasOne™ Program, one of Texas' major sources of economic development marketing. [*Economic Development*]
- Worked arduously with Fmr. Congresswoman Eddie Bernice Johnson for the successful retention of the local post office as many were being closed throughout the region. [*Partnering*]
- Successfully established and launched social services programs and projects, through partnerships with Mesquite Social Services and the North Texas Food Bank, to address food disparity in Southeast Dallas County. [*Nutrition*]
- Credited with the successful completion of the Peach Tree Seniors multi-million housing development (recognized as a model tax credit project by the State of Texas). [*Senior Housing*]
- Nurtured relationships to locate the first-ever multi-million-dollar state-of-the art Dallas ISD elementary School in the city limits of Balch Springs. [*Education*]
- Played an instrumental role to locate a federally qualified community health center (Foremost Family Health Centers) in the city to address healthcare disparities in Southeast Dallas County. [*Health Care*]

Mayor Gordon possesses a Bachelor of Arts degree in Political Science (Bishop College); Master of Arts degree in Political Economy (University of Texas at Dallas); and a Doctor of Philosophy degree in Administration and Management (Columbia Pacific University). She is a professional singer/songwriter and manages her son Larry Gordon II (singer/songwriter - Curb|Word Entertainment). Her spouse is the late Grammy-Award nominee Dr. Larry "T-Byrd" Gordon (*Southern Meets Soul: An American Gospel Jubilee*). Presently Mayor Gordon serves on the Foremost Family Health Centers Board of Directors (Board Chair), Star Transit Board of Directors (Vice Chair), Texas Municipal League Region 13 (Vice President), Best Southwest Partnership Executive Committee (1st Vice President), and Metroplex Mayors Association (Past President).

Michael Hurtt came to Dallas from Casper, Wyoming in 1971. Graduated from Mortuary Science College, and has been in this area ever since. His funeral service background includes managing large volume, corporately owned funeral firms, worked and lectured for Pierce Chemical/Mortician Supply Company; which built and supplied funeral homes and owned three mortuary science colleges across the United States. He and his wife, have owned the funeral home in DeSoto since 1988. Marilyn passed away in August of 2020. He has served on the Texas Funeral Directors Association, president of the North Texas Funeral Directors and Dallas County Funeral Directors Association. Civic involvement has included board positions for the Dallas Zoo, North Texas Commission, Select Specialty and the Medical Center of Lancaster Hospitals, and Canterbury Episcopal School, past president of the DeSoto Chamber, DeSoto Rotary and the Best Southwest Chambers, councilman, mayor pro tem and mayor of DeSoto from 2001 to 2007 when DeSoto achieved the ALL America City designation. He was president and vice president of the DeSoto Economic Development Corporation. He served on the advisory board for Methodist Charlton Hospital, and represents the 31 suburban cities for the Dallas Central Appraisal District since 2008. Michael married Margarita Morales in 2022.

Mark Jones is a seasoned professional with a diverse skill set that makes him an invaluable asset to any Corporate or Community Board. With a deep well of knowledge in Housing and a profound understanding of the challenges faced by small businesses, his entrepreneurial background enriches his unique perspective. Mark's extensive involvement in the community is evident, having served as the Board Chair of the Frost Farms Neighborhood Association from 2019 to 2022. Currently, he holds the prestigious position of Chair on the Board of Directors for Bonton Farms and United MegaCare. His influence extends to the Desoto Economic Development Corporation and the Metroplex Economic Development Corporation (MEDC) Board. Notably, he chaired the Desoto ISD CITIZEN BOND Committee in 2005.

Driven by a passion for community development, Mark is an enthusiastic volunteer and a steadfast member of various community organizations and causes. His unwavering commitment to enhancing our community's quality of life is manifest in his ongoing advocacy efforts and dedicated contributions to relevant initiatives. Drawing from his extensive experiences, Mark possesses a profound understanding of the importance of effective community organization and strategic planning.

Capitalizing on his broad network and wealth of knowledge, Mark fervently champions policies and initiatives that elevate the entire community. His history of active involvement and fervent advocacy underscores his resolute dedication to advancing the welfare of the region. Transparency and accountability are foundational principles for Mark, and his instrumental role in championing initiatives to bolster public engagement in decision-making processes is noteworthy.

In addition to his community engagement, Mark Jones is the visionary Founder and President of Urban Promotions, a dynamic full-service marketing, and promotions firm. Established in 1992, Urban Promotions specializes in entertainment promotions and general marketing, forging strong partnerships with corporations, entertainers, and minority-owned businesses. Mark's entrepreneurial endeavors extend to Hormone Life Balance L.L.C., Well Aware Supplement and Tea Company, and Urway Home L.L.C., showcasing his dedication to the well-being of the community.

Mark's commitment to the vitality of our community is mirrored in his family life. Celebrating three decades of marriage, he shares a profound bond with his wife, Jill Waggoner-Jones. Together, they lovingly parented two daughters, Jillian Jones Mitchell, and Uriah Jones. Rooted in Desoto, Texas, the Jones family epitomizes their devotion to the community they call home.

TERRY LYNNE

13215 George Street
Dallas, Texas 75234
(214)244-1615
tlynne@tx.rr.com

Section F, Item 8.

Summary: Sales, management professional and business owner with extensive experience in advertising, marketing and promotions, radio advertising sales and management and industrial sales and marketing experience.

Experience:

2023-Present Mayor, City of Farmers Branch

- Chief elected official for the city.
- Responsible for presiding over all City Council meetings and attending city board and commission meetings
- Brand Ambassador for the city

2016-2022 City Councilman, City of Farmers Branch

- Elected City Council Representative for District 4 in Farmers Branch
- Served on numerous boards to represent Farmers Branch residents in Dallas County

2000-Present President and Owner, Time-Out Media and Time-Out Events

- Oversee sales and daily operations of full-service advertising and marketing agency
- Create and manage advertising strategy and marketing campaigns for clients
- Manage large-scale corporate event production and execution for clients

2009-2011 The Barber Shop Marketing & TBS Promotions, Dallas, Texas

- *Independent Contractor*, responsible for new business development, account management, servicing of clients for both media programs and promotional activation.
- Created and managed client promotions and event activation for Gexa Energy, Texas Lottery, Power Service Diesel Additives, Vestry Electric Scooters, UT Southwestern Medical Center and others.
- Sold event marketing and promotional activation services into regional and national advertising agencies.

2008-2009 Event Buy Power, Irving, Texas

- *National Sales Manager* responsible for developing clients for start-up Electronic Data Capture company.
- Sold services into major clients such as Chrysler, Yamaha Motor Corporation, Kia Motors America and Lexus.
- Recruited for position by company president Dave Siebert, former radio GM.

2006-2008 Service Broadcasting, Dallas, Texas

- *Regional Sales Manger, Southeast United States*, responsible for station sales and marketing efforts from Washington, D.C. to Florida for KKDA AM & FM, KRNB FM.
- Served as trouble-shooter calling directly on agencies that were not buying our urban format stations.
- Responsible for developing over \$600,000 in new business in first year with stations.

1999-2006 KLUV Radio, Infinity Radio/Viacom, Dallas, Texas

- *Local Sales Manager* from 1999 to 2001 responsible for hiring and training local sales staff

- *Regional Sales Manager* from 2001 to 2003, responsible for managing staff of 14 salespeople who have clients (agencies & direct) outside of the local market.
- Responsible for making market trips to key account cities in Texas for each of the local salespeople.
- *Account Executive* from 2003 to 2006 responsible for developing and growing local account base.
- **Generated** over \$590,000 in direct new business in 2006.

1997-1999 **KSCS Radio, ABC Radio/Disney, Dallas, Texas**

- *Regional Sales Manager* responsible for increasing billings from major agencies and developing client contacts in Houston, Austin and San Antonio.
- **Increased billing 252%** over prior year through strategic planning and developing relationships with key client and agency decision makers.
- Created sales research materials and assisted sales staff in developing written sales packages.

1997 **KDGE Radio, Chancellor Media Corporation, Dallas, Texas**

- *Local Sales Manager* responsible for recruiting and hiring sales staff and developing business for station.
- Achieved local sales budget goals for station September and October, first time ever for station (Assumed position June 1)
- Station changed ownership three times in a six month period
- Responsible for budgeting and department profitability

1992-1997 **KZPS Radio, Bonneville International Corporation, Dallas, Texas**

- *Senior account executive* responsible for increasing billings and maintaining relationships with local agencies and direct clients.
- Developed business plans to secure *annual agreements* from *key accounts*.
- **Top salesman** in the development of *new, local advertiser billings, 1995 and 1996.*
 - Increased local account list billing average of **18% each year** in spite of station ratings decrease (from \$580,000 to \$1,100,000).
- Developed *value added merchandising programs* for clients as part of sales.
- Directed on-premise promotional opportunities for clients.
- Selected by corporate headquarters to evaluate software and feasibility of implementing use of laptop computers for sales.
- In addition to sales responsibilities, *trained sales staff* on use of laptop computers and company software.

1991-1992 **KDGE Radio, Allison Broadcast Group, Dallas, Texas**

- *Account executive.*
- Developed senior list of station accounts, working with local direct accounts and advertising agencies.
- Maintained highest monthly sales and new business quota for station through creation of innovative promotional opportunities for advertisers.
- Developed *new business* and increased account list local billing to represent 30% of stations monthly budget.
- Responsible for the coordination of merchandising and on-premise promotions for major beer and nightclub clients.
- Created *in-store promotional opportunities* with record labels for Blockbuster Music to secure incremental budgets and make client largest non-beer advertiser on station. Represented approximately 50% increase in revenue to station.

1989-1992 **KEGL Radio, Sandusky Radio Group, Dallas, Texas**

- *Account executive* responsible for new business development.
- Built local advertiser account list working with direct clients and advertising agencies

through station marketing and promotional opportunities.

- **Increased billing 25%** of stations largest client, Budweiser, through innovative on-premise merchandising efforts during 1991 despite local budget cutbacks by Anheuser Busch.

1989 **KOAI Radio**, Gannett Broadcasting, Dallas, Texas

- *Entry-level account executive* responsible solely for cold calling and new business development.

1980-1989 **Spectape of Texas**, Concote Corporation, Dallas, Texas

- *Marketing Director*
- Created direct marketing and advertising programs for specialty converter of foam and adhesive tape products. (Ten million annual sales)
- Designed sales literature to present new corporate image (1988).
- Supervised the development of new products per client needs and specifications.
- Coordinated marketing and sales support for national distributor network.
- Developed and supervised the implementation of an inventory control system for manufactured goods company.
- Worked with key defense contractor accounts to develop new applications and products.

Education:

- University of Oklahoma
- B.B.A., Business Management, 1980

Recognition:

- 1994 AWRT Award of Excellence, Dallas Radio Local Salesperson
- 1993 Bonnevillie Meritorious Sales Award

Training Courses:

- Jerry Tabio, Creative Resources Training
- Radio Advertising Bureau, Certified Radio Marketing Consultant
- Keith Vendor Concepts (vendor training program)
- Rick Alan & Associates, Real-World Selling Seminar
- Memory Training Institute

Other Experience:

- Chairman, Building & Standards Commission, City of Farmers Branch
- Member, Farmers Branch Planning & Zoning Board
- President, Valley View Park Estates HOA 2004-2007
- Licensed Private Pilot
- Graduate, FBI Citizens Academy Alumni Association
- Graduate, Dallas County Citizens Prosecutors Academy
- Graduate, Texas Department of Public Safety Citizens Academy
- Graduate, Farmers Branch Citizens Police and Fire Academies
- United States Secret Service Citizens Academy (current)

Stephen Nichols

219 S. Austin St
Hutchins, TX 75141

Life long resident of Dallas County

Graduate of Bryan Adams High School class of 1980

Licensed Master Plumber

Hutchins City council member from 2104 to present

Mayor Pro Tem 2022 to present

Vice President of the Hutchins Economic Development Committee

President of the Hutchins Tax Increment Finance Committee

Deacon First Baptist Church Hutchins, TX.

A RESOLUTION OF THE CITY OF _____, DALLAS COUNTY, TEXAS, CASTING ITS VOTE FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT.

WHEREAS, Dallas County eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Directors (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member to the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and towns shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the School Districts, and the Dallas County Community College District, except the Dallas Independent School District, shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said school districts shall, from the nominations received, elect by a majority vote, with each school district and the community college district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 hereof shall be by a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum, and

WHEREAS, the City of _____ does hereby cast its vote by marking the ballot below:

(Check one only)

Candidate	Nominating City
<input type="checkbox"/> Brett Franks:	City of Sachse
<input type="checkbox"/> Carrie F. Gordon:	City of Balch Springs
<input type="checkbox"/> Michael Hurtt:	City of Seagoville, City of Carrollton
<input type="checkbox"/> Mark Jones:	City of Desoto
<input type="checkbox"/> Terry Lynne:	City of Farmers Branch
<input type="checkbox"/> Steve Nichols:	City of Hutchins

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of _____ does hereby confirm its one (1) vote for the election of _____ as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal District.

PASSED AND APPROVED, this the _____ day of _____, 2023

MAYOR

ATTEST: _____
CITY SECRETARY

SEAL:

**CITY OF HUTCHINS
RESOLUTION NO. R2023-1157**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS,
DALLAS COUNTY TEXAS, CASTING ITS VOTE FOR THE FOURTH
MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL
APPRAISAL DISTRICT.**

WHEREAS, Dallas County eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Director (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member to the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and town shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the School Districts, and the Dallas County Community College District, except the Dallas Independent School District, shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said school districts shall, from the nominations received, elect by a majority vote, with each school district and the community college district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 shall be by a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum; and

WHEREAS, the City of Hutchins does hereby cast its vote by marking the ballot below:
(Check one only)

- | Candidate | Nominating City |
|--|--|
| <input type="checkbox"/> Brett Franks: | City of Sachse |
| <input type="checkbox"/> Carrie F. Gordon: | City of Balch Springs |
| <input type="checkbox"/> Michael Hurtt: | City of Seagoville, City of Carrollton |
| <input type="checkbox"/> Mark Jones: | City of Desoto |
| <input type="checkbox"/> Terry Lynne: | City of Farmers Branch |
| <input type="checkbox"/> Steve Nichols: | City of Hutchins |

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS does hereby confirm its one (1) vote for the election of _____ as the suburban cities’ representative to the Board of Director of the Dallas Central Appraisal District.

PASSED AND APPROVED BY THE HUTCHINS CITY COUNCIL on this 4th day of December 2023.

APPROVED:

MARIO VASQUEZ, MAYOR

ATTEST:

CYNTHIA OLGUIN, CITY SECRETARY



STAFF REPORT

MEETING DATE: December 4, 2023

MEETING TYPE: City Council Regular Meeting

SUBMITTED BY: Katherine Lindsey

AGENDA CAPTION: Discuss and consider Resolution R2023-1158 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS BETWEEN THE CITY OF HUTCHINS AND HALFF ASSOCIATES, INC. TO SUPPORT THE CITY’S NEEDS FOR PUBLIC SAFETY MANAGEMENT AND COMMUNICATIONS, MISCELLANEOUS GIS DATA, MAPS AND FUNCTIONALITIES AND OTHER GENERAL GIS REQUESTS AND SUPPORTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Background Information

Last fiscal year, Halff Associates created a GIS (Geographical Information System) database which focused on data related to Public Works. This database provides data maps to both the public and secure information for staff. A new GIS project was included in the FY 2023-2024 budget to add map layers pertaining to public safety. The Police and Fire Departments have a need for accessing accurate maps when responding to emergency calls. There is also a need for mapped public safety data such as report history, crime, fire calls, and traffic accidents.

In this project, Halff will update the City’s existing GIS data including streets, address points, city facilities, and emergency medical services (EMS) areas provided by the City. This information can be used to inform third-party 911 mapping systems to help ensure that emergency responders arrive at the correct address.

Halff will map City provided public safety data such as crime, fire calls, traffic accidents, etc. Mapping historical calls for service can help prepare responders to know what to expect upon arrive, and provide data to help inform traffic safety decisions.

The updated and newly developed public safety GIS data will be presented to the City for comment to ensure the required data and information are properly represented. Halff will address the City’s comments and integrate the updated and newly developed public safety GIS data into the City’s Enterprise GIS database. Halff will review the updated and newly developed public safety GIS data and develop public safety GIS web map layers. Halff will add these web map layers to the City’s existing public and/or secured web maps or create new public and secured web maps per City’s guidance.

Budget Implications

The contract amount of \$37,400 was included in the approved FY 2023-2024 Budget.

Operational Impact

The GIS Public Safety Project will help improve emergency response, serve as a tool for data analysis, and allow for future data integration.

Legal Review

The contract and resolution were approved by the City Attorney.

Staff Recommendation

Staff recommends that the City Council approve the contract pertaining to the GIS Public Safety Project.

Supporting Documentation and Attachments

1. Resolution
2. Contract

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2023-1158**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS BETWEEN THE CITY OF HUTCHINS AND HALFF ASSOCIATES, INC. TO SUPPORT THE CITY’S NEEDS FOR PUBLIC SAFETY MANAGEMENT AND COMMUNICATIONS, MISCELLANEOUS GIS DATA, MAPS AND FUNCTIONALITIES AND OTHER GENERAL GIS REQUESTS AND SUPPORTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutchins has been presented with the proposed Agreement for Professional Engineering Services on a Task Order Basis (the “Agreement”) by and between the City of Hutchins and Halff Associates, Inc. (“Halff”) for Halff to support the City’s needs for public safety management and communications, miscellaneous GIS data, maps and functionalities updates and other general GIS requests and supports; and

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

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

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 4th day of December 2023.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(11-01-2023:4870-1254-4140, v. 1)

EXHIBIT “A”
Agreement for Professional Engineering Services on a Task Order Basis

October 17, 2023
P54423

Ms. Katherine Lindsey
City of Hutchins
City Administrative Offices
321 N. Main Street
Hutchins, TX 75141

RE: Proposal for Public Safety GIS Development and Miscellaneous GIS Services

Dear Ms. Lindsey,

We are pleased to present the following scope of services and fee schedule to perform professional Geographic Information System (GIS) services for the City of Hutchins. Per our discussion, the City would like Halff Associates to update and develop GIS data for public safety management and communications. This proposal outlines the tasks that will be performed to support the City's needs for public safety management and communications, miscellaneous GIS data, maps and functionalities updates and other general GIS requests and supports.

This contract proposal includes the following items: Halff's Agreement for Professional Engineering Services on a Task Order Basis, Exhibit 'A' – Scope of Services, Fees and Rate Schedule, Exhibit 'A1' – Scope of Public Safety GIS Data Development, Exhibit 'A2' – Scope of Miscellaneous GIS Services, and Exhibit 'B' – Unit Pricing Schedule (Direct Costs). The fee for Task Oder (TA) 01 of Public Safety GIS Data Development is estimated in the amount of \$37,400 with billings made monthly. The fee for TA 00 of Miscellaneous GIS Services will be compensated at the hourly rates with billings made monthly. The fees quoted in this proposal will be honored for up to 60 days from the date of this proposal. The signed Agreement by both parties will serve as Notice to Proceed (NTP). GIS services will begin upon NTP and following the kick-off meeting with the City of Hutchins.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you, and trust that our association on this project will be mutually beneficial. Please feel free to contact us if you have any questions or comments concerning this proposal.

Sincerely,

HALFF ASSOCIATES, INC.



Samuel Amoako-Atta, GISP, CFM
GIS Team Leader

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A
TASK ORDER BASIS

This Agreement for Professional Engineering Services ("Agreement") is entered into by the City of Hutchins a General Law City of the State of Texas ("Client"), duly authorized to act by the City Council of said Client, and HALFF ASSOCIATES, INC., a Texas corporation, acting through a duly authorized officer ("Engineer"), relative to Engineer providing professional engineering services to Client. Client and Engineer may be collectively referred to as the "Parties" or individually as a "Party".

WITNESSETH:

For the mutual promises and benefits herein described, Client and Engineer agree as follows:

I. **TERM OF AGREEMENT.** This Agreement shall become effective on the date of its execution by both Parties and shall continue in effect thereafter until terminated as provided herein.

II. **SERVICES TO BE PERFORMED BY ENGINEER.** Engineer shall provide to Client basic engineering services on an "as needed" or "task order" basis as determined by Client which services may include, but will not be limited to, those services normally rendered by an engineer to a similar client. It is anticipated that such services may include, but not be limited to, planning, surveying, project design, project development, and consultation regarding general engineering issues, review of documentation, GIS services, database services, and defined construction phase services to assist Client, as determined by Client. Engineer, upon specific written request by Client, will prepare a detailed fee schedule for Client's review and approval. Should Client request, Engineer may agree to assist Client in developing and preparing a Scope(s) of Services responsive to a particular Task Order. Such Task Orders shall be bound by and interpreted by the terms of this Agreement. Task Orders shall be numbered sequentially. Task Orders will be individual stand-alone proposals and when executed by both Parties shall incorporate the terms of this Agreement such that this Agreement shall be amended. Engineer shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. **COMPENSATION.** Client agrees that Engineer shall be paid for any services requested by Client at the hourly rates reflected on Exhibit A, attached hereto, plus reasonable and necessary reimbursable expenses (Direct Costs) incurred by Engineer in the performance of the requested services. Direct costs shall include, but are not limited to, long distance telephone, postage, equipment, expendables, mileage, subcontractors or special consultants, freight, testing fees, copies, and blueprints. See Exhibit B for the current Unit Pricing Schedule for direct costs. Direct Costs shall be billed at 1.1 times actual costs. If additional services, trips, or expenses are requested, Engineer will not provide such additional services until authorized by Client in writing to proceed.

Engineer agrees to submit monthly statements to Client for basic professional engineering services. These statements will be based upon Engineer's actual services performed and reimbursable expenses incurred, if any, and Client shall endeavor to make prompt payments. Each monthly invoice submitted by Engineer to Client shall be reasonably itemized to show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. If Client fails to pay Engineer within thirty (30) calendar days of the receipt of Engineer's invoice, Engineer may, after giving ten (10) calendar days' written notice to Client, suspend professional engineering services until payment is received. Client agrees that Engineer shall be entitled to interest on accounts that are greater than forty-five (45) calendar days and such interest shall be reimbursed to Engineer at a rate of one percent (1%) per month. The assessment of interest on accounts receivable shall not preclude Engineer from suspending services as described above.

IV. **CLIENT'S OBLIGATIONS.** Client agrees that it will (i) designate a specific person to act as Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client, when necessitated by a project, (iii) assist Engineer in obtaining access to property necessary for performance of Engineer's work for Client, (iv) make prompt payments in response to Engineer's statements, and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

V. TERMINATION OF WORK. Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. OWNERSHIP OF DOCUMENTS. Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced, and used by Client for the purpose of constructing, operating, and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data, and other information developed in performing the services described by this Agreement in Engineer's other activities. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the electronic files. Client is aware that differences may exist between the electronic files delivered and the printed hard-copy original documents. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. NOTICES. Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VIII. SOLE PARTIES AND ENTIRE AGREEMENT. This Agreement shall not create any rights or benefits to anyone except Client and Engineer and contains the entire Agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

IX. INSURANCE. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Engineer shall submit to Client a certificate of insurance prior to commencing work for Client.

X. PROMPT PERFORMANCE BY ENGINEER. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the Texas applicable to such engineering services contemplated by this Agreement.

XI. CLIENT OBJECTION TO PERSONNEL. If at any time after entering into this Agreement Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

XII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Engineer and

Client and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Client and not for the benefit of any other party (no third party beneficiaries).

XIII. JURISDICTION AND VENUE. This Agreement shall be administered under the substantive laws of the State of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in Dallas County, Texas.

XIV. INTEGRATION, MERGER AND SEVERABILITY. This Agreement and the authorized Task Orders are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents, and is intended by the Parties to be the complete and final statement and expression of all the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. TIMELINESS OF PERFORMANCE. Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. DISPUTE RESOLUTION. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two (2) meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) calendar days following the initial meeting. Subsequent meetings if any may be scheduled upon mutual agreement of the Parties. The Parties agree that these two (2) meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the Parties as such rights relate to statutes of limitation or repose.

XVIII. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF CLIENT'S PROJECT IS OMITTED FROM ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, ENGINEER WILL BE RESPONSIBLE, IF AT ALL, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (III) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT THE CONTRACTOR PROVIDED UNIT PRICING, CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN

ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

SHOULD THERE BE AN ALLEGATION OF ERROR, NEGLIGENCE, BREACH OR OTHER DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, AND SHOULD SUCH ALLEGATION RELATE TO A CONDITION, COMPONENT, OR ITEM, IN THE SERVICES OR THE PROJECT THAT IS ALLEGED OR OTHERWISE CLAIMED TO BE INACCURATE OR OMITTED FROM ENGINEER'S DRAWINGS, INSTRUMENTS OR OTHER DOCUMENTS PREPARED UNDER THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED BY ALL PARTIES THAT ENGINEER AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, OR EXPENSES THAT CREATE OR RESULT IN ADDED VALUE, UPGRADE, BETTERMENT OR ENHANCEMENT OF THE PROJECT AS SUCH RELATE TO THE INACCURATE OR OMITTED CONDITION, COMPONENT, OR ITEM AS ORIGINALLY DESIGNED.

XIX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES THAT ARE EITHER PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED ENGINEER'S FEE RECEIVED FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONSULTANT/SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) THREE (3) YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.


XX. WAIVER. Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XXI. SIGNATORIES. Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the 17 day of October, 2023.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF HUTCHINS, TEXAS

By: 
Signature

Samuel Amoako-Atta
Printed Name

GIS Team Leader
Title

10/17/2023
Date

By: _____
Signature

Printed Name

Title

Date

Scope of Services, Fees and Rate Schedule

A. Overview

As requested, and directed by the City of Hutchins, Halff will update the existing GIS data and develop new GIS data to support the City's public safety management and communications. The updated and newly developed public safety related GIS data will be integrated into the City's Enterprise GIS and maintained. Halff has the knowledge and experience developing and hosting GIS solutions.

B. Public Safety GIS Data Development

i. GIS Data Update and Development

Halff will update the City's existing GIS data including streets, address points, city facilities, and emergency medical services (EMS) areas provided by the City. Halff will map City-provided public safety data such as crime, fire calls, traffic accidents, etc. The updated and newly developed public safety GIS data will be presented to the City for comment to ensure the required data and information are properly represented. Halff will address the City's comments and integrate the updated and newly developed public safety GIS data into the City's Enterprise GIS database.

ii. Web Map Development

Halff will review the updated and newly developed public safety GIS data and develop public safety GIS web map layers. Halff will add these web map layers to the City's existing public and/or secured web maps or create new public and secured web maps per City's guidance.

C. Miscellaneous GIS Services

Halff will create a specific task order (Task Order 00) to perform services which are not included in the scope of Public Safety GIS Data Development described in Item B. The Miscellaneous GIS Services Task will support and enhance the GIS services for the City. These services include:

- i. Creation of new datasets or updates to the GIS database hosted by Halff.
- ii. Requests made for new GIS features or functionality.
- iii. Ad hoc data, map and general GIS requests, updates and support.

The compensation for the services under Task Order 00 will be paid at the hourly rates (see Item G for Rate Schedule). Halff will keep Task Order 00 opened until receiving termination notice from the City.

D. Additional Services

Additional services may be requested by the City of Hutchins on a task order basis. Halff will

develop a separate scope of services and fee schedule for each additional service and approval from the City prior to initiating work on the additional services. Examples of additional services include, but are not limited to:

- i. Developing risk-based prioritization (Water, Sewer) to aid Capital project selection
- ii. Developing a GIS master plan
- iii. Developing utility networks to support service impact analysis
- iv. Integrating a work order and asset management system

E. Service Level Agreement

Data Ownership – All data developed as part of or resulting from the services and work under this Agreement shall be and shall remain the sole and exclusive property of the City. Upon request from the City, Halff agrees to provide the data stored in the hosted GIS database to the City in an Esri ArcGIS File Geodatabase. It is understood and agreed that the ownership of the original data provided by the City remains the property of the City. However, any and all custom functions, interfaces, stored procedures, or calculations developed with and requiring software development (source code, scripting, or machine language) and all other related information, data and software is and shall remain the sole and exclusive property of Halff and the City understands and agrees that this Halff property shall not be provided or otherwise shared with others, including the City.

F. Fee Schedule

Task ID	Task Name	Description	Estimated Cost
1	Public Safety GIS Set Up and Data Updates	<ul style="list-style-type: none"> • Requirements meetings • Update existing GIS data. • Develop new public safety GIS data. • Integrate updated and newly developed public safety GIS into the City's Enterprise GIS. 	\$30,800.00
2	Public Safety Informational Web Map Development	<ul style="list-style-type: none"> • Develop public safety informational web map layers and web maps per City's guidance 	\$4,400.00
3	QAQC	<ul style="list-style-type: none"> • QAQC GIS data and web maps. 	\$2,200.00
5	Miscellaneous GIS Service	<ul style="list-style-type: none"> • Services per various requests including creation of new GIS datasets or update hosted GIS database and add new GIS features or functionality 	Compensation will be paid at the hourly rates*

*See Item G for Rate Schedule

- i. Item B – Public Safety GIS Data Development.....\$37,400.00
- ii. Item C – Miscellaneous GIS Services.....Compensation will be paid at the hourly rates
- iii. Quoted fees will not be exceeded without prior approval from the City of Hutchins.
- iv. Additional services can be added on a task order basis.
- v. Invoicing for task order-based services will be monthly based on percent complete.
- vi. Direct costs, including printing, plotting, reproduction, postage, messenger service, specialized equipment (such as GPS), and vehicle mileage will be considered reimbursable

and will be billed at 1.10 times the direct cost incurred, see Exhibit B for current un
schedule.

- vii. Unless otherwise stated, fees quoted in the agreement exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services provided under this agreement during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees and budgets.
- viii. The fees and budgets established above do not include revisions once the project is underway. If revisions are requested, a revision to the scope and budget will be required.

G. Rate Schedule Per the State of Texas Department of Information Resources Contract (Contract Number DIR-CPO-4695)

A summary of billing rates for services

Service Name	Service Description	Unit of Issue	DIR Customer Price EACH/Per Unit
GIS Analyst	GIS Services	Hourly	\$92.69
Advanced GIS Analyst	GIS Services	Hourly	\$139.04
Geospatial Analyst	GIS Services	Hourly	\$101.96
Advanced Geospatial Analyst	GIS Services	Hourly	\$120.50
UAS Pilot	GIS Services	Hourly	\$148.30
Geospatial Manager	GIS Services	Hourly	\$203.92
UAS Photogrammetry	Geospatial Mobilization Service	Daily	\$556.14
UAS LiDAR	Geospatial Mobilization Service	Daily	\$4,634.50
Terrestrial LiDAR	Geospatial Mobilization Service	Daily	\$787.87
Mobile LiDAR	Geospatial Mobilization Service	Daily	\$7,415.20

EXHIBIT 'A1'
 Task Order 01 – Scope of Services
 City of Hutchins
 Public Safety GIS Data Development

Scope of Services:	<ol style="list-style-type: none"> 1. Update existing GIS data 2. Develop new public safety GIS data 3. Develop web maps displaying public safety features <p style="margin-top: 10px;"><i>* See Exhibit A, Item B for details of the Scope of Services</i></p>
Deliverables:	<ol style="list-style-type: none"> 1. Public safety GIS data and web map
Items Furnished by City:	<ol style="list-style-type: none"> 1. Existing GIS data from Computer Aided Dispatch system 2. Public safety data and information such as crime, file calls, traffic accidents, etc.
Schedule:	<ol style="list-style-type: none"> 1. GIS database development will be completed within 90 business days of notice to proceed.
Fee Schedule:	Total.....\$37,400.00

EXHIBIT 'A2'
 Task Order 00 – Scope of Services
 City of Hutchins
 Miscellaneous GIS Services

Scope of Services:	<ol style="list-style-type: none"> 1. Creation of new GIS datasets or updates to hosted GIS database per request 2. New GIS features or functionality per request 3. Ad hoc data, map and general GIS requests, updates and support <p><i>* See Exhibit A, Item C for details of the Scope of Services</i></p>
Deliverables:	<ol style="list-style-type: none"> 1. Per various requests
Items Furnished by City:	<ol style="list-style-type: none"> 1. Per various requests
Schedule:	<ol style="list-style-type: none"> 1. GIS service per request will be completed within 30 business days of notice to proceed.
Fee Schedule:	<p>Compensation will be paid at the hourly rates</p> <p><i>* See Exhibit A, Item G for Rate Schedule</i></p>

EXHIBIT 'B' – Unit Pricing Schedule (Direct Costs)

Section F, Item9.

Half Standard Unit Pricing Schedule (as of March 2022)

Unit Code	Unit Description	Unit of Measure	\$ per Unit
Reproduction			
PLTCSF	Plots – Color – Sq Ft	Per Sq Ft	\$2.50
PLTBSF	Plots – B&W – Sq Ft	Per Sq Ft	\$1.00
FCMNT	Foam Core Mount	Per Sq Ft	\$4.00
Other			
DELIV1	Delivery / Courier In Area	Per Delivery	\$15.00
DELIV2	Delivery / Courier Out of Area	Per Delivery	\$40.00
EMILES	Unit Based Miles for Expense	Per Mile	*Current Federal Rate



STAFF REPORT

MEETING DATE:	December 4, 2023
MEETING TYPE:	City Council Regular Session
SUBMITTED BY:	Katherine Lindsey
AGENDA CAPTION:	Discuss and consider Resolution R2023-1159 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS BETWEEN THE CITY OF HUTCHINS AND HALFF ASSOCIATES, INC. TO PROVIDE AND MAINTAIN ENTERPRISE GIS HOSTING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

Background Information

The maintenance agreement pertains to the GIS portal provided by Halff Associates through Esri. This agreement was expected from the beginning of the initial GIS development process, and is a budgeted expense. The hosting agreement allows Halff Associates to provide routine maintenance, troubleshooting, and supports to ensure the GIS portal operates smoothly. It also provides licenses through Esri so that staff members can access the secured portal.

Budget Implications

The annual contract amount is \$7,000, with the option to add additional licenses if needed.

Operational Impact

The hosting agreement will allow staff to have continued use of the GIS system.

Legal Review

The resolution and contract were approved by the City Attorney.

Staff Recommendation

Staff recommends that the City Council approve the contract.

Supporting Documentation and Attachments

- 1. Resolution
- 2. Contract

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2023-1159**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS BETWEEN THE CITY OF HUTCHINS AND HALFF ASSOCIATES, INC. TO PROVIDE AND MAINTAIN ENTERPRISE GIS HOSTING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutchins has been presented with the proposed Agreement for Professional Engineering Services on a Defined Scope of Services Basis (the “Agreement”) by and between the City of Hutchins and Halff Associates, Inc. (“Halff”) for Halff to provide and maintain enterprise GIS hosting services for the City; and

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

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

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 4th day of December 2023.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(11-01-2023:4895-0802-3692, v. 1)

EXHIBIT “A”

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED
SCOPE OF SERVICES BASIS BETWEEN**

4895-0802-3692, v. 1

October 17, 2023
P54423

Ms. Katherine Lindsey
City of Hutchins
City Administrative Offices
321 N. Main Street
Hutchins, TX 75141

RE: Proposal for Annual GIS Hosting

Dear Ms. Lindsey,

We are pleased to present the following scope of services and fee schedule to perform professional Geographic Information System (GIS) services for the City of Hutchins. Per our discussion, the City would like Halff Associates to provide and maintain enterprise GIS hosting services. This proposal outlines the scope, fees and rate schedule for the enterprise hosting services on an annual basis.

This contract proposal includes the following items: Halff's Agreement for Professional Engineering Services on a Defined Scope of Services Basis, Exhibit 'A' – Scope of Services, Fees and Rate Schedule, and Exhibit 'B' – Esri Supplemental Terms and Conditions (Flow Down Provisions). The fee for enterprise GIS hosting services on an annual basis is in the amount of \$7,000 per year with one lump sum billing made yearly. The fees quoted in this proposal will be honored for up to 60 days from the date of this proposal. The signed Agreement by both parties will serve as Notice to Proceed (NTP). GIS services will begin upon NTP and following the kick-off meeting with the City of Hutchins.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you, and trust that our association on this project will be mutually beneficial. Please feel free to contact us if you have any questions or comments concerning this proposal.

Sincerely,

HALFF ASSOCIATES, INC.



Samuel Amoako-Atta, GISP, CFM
GIS Team Leader

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON
A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services ("Agreement") is entered into by the City of Hutchins a General Law City of the State of Texas ("Client"), duly authorized to act by the City Council of said Client, and HALFF ASSOCIATES, INC., a Texas corporation, acting through a duly authorized officer ("Engineer"), relative to Engineer providing professional engineering services to Client. Client and Engineer may be collectively referred to as the "Parties" or individually as a "Party".

WITNESSETH:

For the mutual promises and benefits herein described, Client and Engineer agree as follows:

I. TERM OF AGREEMENT. This Agreement shall become effective on the date of its execution by both Parties and shall continue in effect thereafter until terminated as provided herein.

II. SERVICES TO BE PERFORMED BY ENGINEER. Engineer shall provide to Client basic engineering services as described in the Scope of Services attachment and fully incorporated herein as "Exhibit A" which services may include, but will not be limited to, those services normally rendered by an engineer to a General Law City. Engineer shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. COMPENSATION. Client agrees to pay monthly itemized invoices or their undisputed portions within thirty (30) calendar days of receipt from Engineer. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates.

IV. CLIENT'S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client, when necessitated by a project, (iii) provide site access, and to provide those services described in the attached Scope of Services, assist Engineer in obtaining access to property necessary for performance of Engineer's work for Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely manner to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

V. TERMINATION OF WORK. Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. OWNERSHIP OF DOCUMENTS. Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced, and used by Client for the purpose of constructing, operating, and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client

understands and agrees that any and all computer programs, GIS applications, proprietary data or products and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data, and other information developed in performing the services described by this Agreement in Engineer's other activities. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the electronic files. Client is aware that differences may exist between the electronic files delivered and the printed hard-copy original documents. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. NOTICES. Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VIII. SOLE PARTIES AND ENTIRE AGREEMENT. This Agreement shall not create any rights or benefits to anyone except Client and Engineer and contains the entire Agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

IX. INSURANCE. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Engineer shall submit to Client a certificate of insurance prior to commencing any work for Client.

X. PROMPT PERFORMANCE BY ENGINEER. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

XI. CLIENT OBJECTION TO PERSONNEL. If at any time after entering into this Agreement Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

XII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Engineer and Client and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Engineer and Client and not for the benefit of any other party (no third party beneficiaries).

XIII. JURISDICTION AND VENUE. This Agreement shall be administered under the substantive laws of the State of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in *Dallas County*, Texas.

XIV. INTEGRATION, MERGER AND SEVERABILITY. This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement

supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. TIMELINESS OF PERFORMANCE. Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. DISPUTE RESOLUTION. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two (2) meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) calendar days following the initial meeting. Subsequent meetings, if any, may be scheduled upon mutual agreement of the Parties. The Parties agree that these two (2) meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the Parties as such rights relate to statutes of limitation or repose.

XVIII. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF CLIENT'S PROJECT IS OMITTED FROM ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, ENGINEER WILL BE RESPONSIBLE, IF AT ALL, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (III) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT THE CONTRACTOR PROVIDED UNIT PRICING, CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

SHOULD THERE BE AN ALLEGATION OF ERROR, NEGLIGENCE, BREACH OR OTHER DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, AND SHOULD SUCH ALLEGATION RELATE TO A CONDITION, COMPONENT, OR ITEM IN THE SERVICES OR THE PROJECT THAT IS ALLEGED OR OTHERWISE CLAIMED TO BE INACCURATE OR OMITTED FROM ENGINEER'S DRAWINGS, INSTRUMENTS OR OTHER DOCUMENTS PREPARED UNDER THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED BY ALL PARTIES THAT ENGINEER AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, OR EXPENSES THAT CREATE OR RESULT IN ADDED VALUE, UPGRADE, BETTERMENT OR ENHANCEMENT OF THE PROJECT AS SUCH RELATE TO THE INACCURATE OR OMITTED CONDITION, COMPONENT, OR ITEM AS ORIGINALLY DESIGNED.

XIX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES THAT ARE EITHER PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED ENGINEER'S FEE RECEIVED FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONSULTANT/SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) THREE (3) YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

XX. WAIVER. Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.


XXI. SIGNATORIES. Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the 17 day of October, 2023.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF HUTCHINS, Texas

By: 
Signature

By: _____
Signature

Samuel Amoako-Atta
Printed Name

Printed Name

GIS Team Leader
Title

Title

10/17/2023
Date

Date

Scope of Services, Fees and Rate Schedule

A. Overview

As requested, and directed by the City of Hutchins, Halff will provide and maintain enterprise GIS hosting services. Halff has the knowledge and experience developing and hosting GIS solutions. Halff's hosting capabilities allow City staff to access their GIS data via web maps using current web browsers running on desktop, laptop, or mobile devices.

B. GIS Hosting Services

Halff will provide the computer resources required for the hosted solution, which will include the GIS database, web maps, and mobile GIS applications. Halff will provide general supporting for city staff up to 20 hours annually for the hosted solution. The general supporting includes items below:

1. Troubleshooting and answering questions through email, phone, and video conference communication technologies.
2. Managing user accounts on the Web Map Portal.
3. Updating Esri's GIS applications as applicable.

Halff will continue providing hosting services on an annual basis to coincide with the City's fiscal year unless the City notifies Halff in writing to terminate the service.

C. Service Level Agreement

1. Hosting Environment – The web maps and GIS database will be hosted on Halff's corporate servers which physically reside in Richardson, TX. Halff's IT department has a formal backup and disaster recovery plan in place which includes offsite virtualized servers, emergency power backup (short term and long term), and redundant internet connections. The hosting service includes server monitoring, data backups, security and user account administration, database administration, web map monitoring, and access to the ArcGIS Field Maps App (iOS/Android).
2. Level of Service – Halff's server availability goal is 99.0% fully operational for our hosted solutions, excluding regularly scheduled maintenance.
3. User Access – The hosted solution requires the use of named user accounts to access the web maps and mobile GIS applications, unless specifically published for public consumption. License allocation included with the annual hosting services for the City of Hutchins will be:
 - a. Four (4) Viewer accounts
 - b. Three (3) Editor accounts
 - c. Two (2) Field Data Collector add-on licenses
4. Support – Halff will provide up to twenty (20) hours of support annually through email, phone, and video conference communication technologies.
5. Annual Hosted Solution Term and Fee – The hosted solution provided by Halff will have a term of 1 year with a fee of \$7,000. The hosting fee includes the hosting environment, level of service, user access and support. Additional user access licenses and support

hours can be added at any time, the annual hosting fee will be adjusted based on schedule and Esri requirements. The annual hosting agreement will automatically renew each year unless the City notifies Halff in writing at least 30 days prior to the annual renewal date.

D. Rate Schedule

Annual rates for additional GIS named user access licensing*

- Named user Viewer license \$150/user/year
- Named user Editor license \$250/user/year
- Field Data Collector add-on license** \$100/user/year
- Survey 123 add-on license** \$100/user/year
- Quick Capture add-on license** \$100/user/year

*License fees are subject to change from Esri.

**All add-on licenses are based on Editor license. The total cost of the Field Data Collector, Survey 123 or Quick Capture license per user per year is equal to the cost of Editor license per user per year plus the add-on license per user per year which is \$200 + \$150 = \$350.

EXHIBIT 'B'

Esri Supplemental Terms and Conditions (Flow Down Provisions)

A. Flow-Down Terms and Conditions for Hosted Solutions.

Client understands that the following flow down provisions and the terms and conditions contained herein must be expressly accepted prior to performance by Engineer of any of the services contained in this Agreement. Acceptance by Client can be acknowledged by initialing and providing a date of initialing in each page of the footer of this Agreement and by executing the places shown. Client's acceptance of this Agreement, and the Esri Supplemental Terms and Conditions as contained in this Exhibit B are required prior to performance of any services under this Agreement. Note also that Engineer's services may involve the use of information that may involve restrictions on use and possession, as established by Esri. These restrictions may include the terms of use and use restrictions as contained in a Master Agreement between Engineer and Esri. Engineer shall use reasonable efforts to inform Client of such restrictions and Client understands and acknowledges that there may be additional limitations and requirements as may be contained in and applicable to Authorized Sublicense Material in a Hosted Solution as authorized by Esri and described in the Sales Authorization application and approved by Esri. The following flow-down provisions apply to the relationship created in this Agreement between Client and Engineer and also, to the extent reasonable, to Client with respect to Esri requirements.

B. Client understands, accepts and agrees as follows:

1. To the fullest extent permitted by applicable law, Esri and its licensors' liability, including Engineer's liability, is disclaimed and otherwise waived in full for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Hosted Solutions including, but not limited to, liability for use of Hosted Solutions in high-risk activities or liability related to any Data supplied by Esri.
2. Upon notification from the Engineer of the termination of the Engineer's Esri Partner Network Agreement, Client shall (i) cease access and use of the Hosted Solution, and (ii) clear any client-side data cache derived from the Hosted Solution.
3. Client, shall, as the Hosted Solution End User, comply fully with all relevant export laws and regulations of the United States, including, but not limited to, the Export Administration Regulations (EAR), including prohibited end users and end uses as referenced in Part 44 and Supplement No. 4 to Part 44 of the EAR (<https://www.bis.doc.gov/index.php/documents/regulations-docs/2343-part-744-control-policy-end-user-and-end-use-based-2/file> and <https://www.bis.doc.gov/index.php/documents/regulations-docs/2347-744-supp-4-6/file>); International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and to ensure that Esri products, or any direct product thereof, are not exported, reexported, transferred, diverted, used, or accessed, directly or indirectly, in violation of any United States export laws and regulations. When applicable, Engineer and any Hosted Solution End Users will provide Esri with

information about Engineer and Hosted Solution End Users' export and distribution activities as may be required for Esri to meet its obligations under the United States export control laws and regulations.

4. Client shall prohibit the removal or obscuring of any patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Authorized Sublicense Material, output, metadata file, or online or hard-copy attribution page of any Data with respect to Authorized Sublicense Material.
5. Disclaim all terms in the Partner Network Agreement between Esri and the Engineer for Authorized Sublicense Material. Neither Esri, Engineer nor any Esri or Engineer licensors warrant that Data and Authorized Sublicense Material will meet the Client's, as Hosted Solution End User's, needs or expectations; Further, Client, as an Esri or Engineer licensor, understand and agree that the use of Data, Authorized Sublicense Materials, and Hosted Solutions shall not be guaranteed or uninterrupted; or that all nonconformities can or will be corrected. Client further understands, agrees and accepts that neither Esri nor Engineer have provided any guarantee or warranty (warranty) and that all implied warranties are expressly revoked and are inapplicable to this Agreement and that licensors (including Client) are not inviting reliance on Data in Authorized Sublicense Materials, and that Client, as the Hosted Solution End User, should always verify actual Data in Authorized Sublicense Materials. Any warranty offered, if any, shall only apply between offeror and receiver. Notwithstanding the previous sentence, Client understands, accepts and agrees that neither Engineer nor Esri offers or extends any warranties or indemnities to Client, as Hosted Solution End User, as such may relate to the Authorized Sublicense Material.
6. Client, as the Hosted Solution End User, is specifically prohibited from using Authorized Sublicense Material for any revenue- generating activities. Authorized Sublicense Material in Hosted Solution is for the internal use of Client, as Hosted Solution End User, and Engineer only.
7. Client, as the Hosted Solution End User, is specifically prohibited from using Authorized Sublicense Material independently from Hosted Solution or in any other product or service.
8. Client, as the Hosted Solution End User, understands, accepts and agrees that it is prohibited from storing, caching, using, uploading, distributing, or sublicensing content or otherwise using Authorized Sublicense Material in violation of Esri's or Engineer's or a third- party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation.
9. Client, agrees, understands and accepts that it is Prohibited from sharing Named User login credentials. These credentials are for Client only, as the designated Hosted Solution End User, and may not be shared with other individuals. A license may be reassigned to another Hosted Solution End User if the former user no longer requires access to the Hosted Solution.



STAFF REPORT

MEETING DATE:	December 4, 2023
MEETING TYPE:	City Council
SUBMITTED BY:	Cynthia Olguin, City Secretary
AGENDA CAPTION:	Discuss and consider a request for part-time/temporary support staff in the Municipal Court.

Background Information

The Municipal Court is currently facing a significant surge in cases due to a rise in the number of citations issued by the police department. Therefore, the court needs a part-time/temporary employee to help prepare the monthly court settings, assist with bilingual cases, and assist in processing court documents.

The Municipal Court is operated by a single Municipal Court Administrator. However, the Administrator relies on the City Secretary, who also works alone, for assistance with bilingual translations and providing information to defendants. The court schedules monthly court proceedings three times a month, but due to the increase in citations, the dockets have been growing the past few months.

Budget Implications

The impact on the budget would be an additional \$5,000 to cover the cost of a part-time employee working 20 hours a month for three months.

Operational Impact

Legal Review

The proposed recommendations have been discussed with the city attorney.

Staff Recommendation

Staff recommends approval.

Supporting Documentation and Attachments



STAFF REPORT

MEETING DATE: December 4, 2023

MEETING TYPE:

SUBMITTED BY: Stacey Hickson, Fire Chief
Robert McWayne, Interim Director of Public Works

AGENDA CAPTION: DISCUSS AND CONSIDER ORDINANCE 2023-1186 OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX A TITLED “FEE SCHEDULE” PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Background Information

During the August 21, 2023, City Council meeting Ordinance 2023-1178 was approved. The Ordinance amended the Master Fee Ordinance. A recent review conducted by the Fire Department Staff identified that the rates at which the City presently bills for EMS service are behind industry standards for current times.

The Interlocal Agreement between the City of Hutchins and Dallas County Health and Human Services was approved during the October 16, 2023, City Council meeting. The Food Services establishment fees that are included in the attached fee ordinance are a result of the approved interlocal agreement.

Additionally, a scrivener’s error in the previous Fee Ordinance needs to be corrected.

Budget Implications

Operational Impact

Legal Review

The updates were reviewed and the ordinance was prepared by the City Attorney.

Staff Recommendation

Staff recommends Council approve ordinance 2023-1186 updating the fee schedule.

Supporting Documentation and Attachments

ORD 2023-1186 Amending Fee Schedule

**CITY OF HUTCHINS, TEXAS
ORDINANCE 2023-1186**

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX A TITLED “FEE SCHEDULE”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That the Code of Ordinances of the City of Hutchins, Texas, is hereby amended by amending Appendix A titled “Fee Schedule”, to read as follows:

APPENDIX A

“FEE SCHEDULE

...

**ARTICLE 6.000
HEALTH AND SANITATION**

AMEND A6.001, A6.002

§ A6.001 Ambulance service.

Ambulance service fees for both resident and nonresident patients shall be as follows:

Procedure Description	Additional Comments	Fees
Advanced life support, Level 1, per trip and per patient	Fee includes ALSI supplies	\$1,250.00 \$1,600.00
Advanced life support, Level 2, per trip and per patient	Fee includes ALS2 supplies	\$1,500.00 \$1,800.00
Ambulance mileage	Loaded Milage	\$15.00 \$24.00
Basic life support, per trip and per patient	Fee includes BLS	\$1,000.00 \$1,400.00
Oxygen administration	Any level	\$50.00 \$150.00
ADD		
ALS Disp		\$400.00
BLS Disp		\$300.00
TNT		\$175.00

...

§ A6.003 **Food service permit fee.**

Food service establishment operators permit: ~~\$175.00~~ \$250.00

ADD:

Food establishment reinspect/reopening fee: \$125.00

...

ARTICLE A13.000
UTILITIES

...

Division 4. **Water and Sewer Charges**

AMEND A13.091, INCLUDING TITLE

§ A13.091 **Service connections and tapping fees.**

(a) Water service connection.

- (1) The city shall install and maintain all water service connections in the streets, alleys, and easements, and shall charge for the installation and maintenance of all such connections a sum sufficient to cover the average cost thereof, such sum to be determined and collected by the utility department and shall be at the following rates:

Meter Size	Box and Setting	Tap Charge	Total
5/8"-3/4" service	\$200.00 \$220.00	\$500.00 \$550.00	\$700.00 \$770.00 + Cost of Meter + Impact Fees
1" service	\$300.00 \$330.00	\$675.00 \$753.00	\$975.00 \$1,083.00 + Cost of Meter + Impact Fees
1-1/2" service	\$500.00 \$610.00	\$750.00 \$833.00	\$1,250.00 \$1,443.00 + Cost of Meter + Impact Fees
2" service	\$750.00 \$863.00	\$1,000.00 \$1,150.00	\$1,750.00 \$2,013.00 + Cost of Meter + Impact Fees

...

(b) Sanitary sewer connections.

- (1) The city shall install all sanitary sewer service connections in the streets, alleys, and easements both inside and outside the city limits. Said service connections shall be

installed from the main to the property line when the sewer main is located in an alley or a street right-of-way; if the sewer main is in an easement, the service connection shall be installed from the sewer main to the easement boundary line.

The city shall charge for each sewer lateral connection, the following:

4" lateral	\$750.00 \$ 900.00 + Impact Fees
6" lateral	\$900.00 \$1,050.00 + Impact Fees
8" lateral	\$1,050.00 \$1,200.00 + Impact Fees

ADD FROM A13.095

(c) Tapping fees.

- (1) These above charges shall apply where made in a dirt street, and there shall be an additional charge where the excavation is made in paved or improved streets, as follows:

Concrete paving	\$266.00 per linear foot
Asphalt paving	\$100.00 per linear foot
Gavel or shall paving	\$60.00 per linear foot

...

§ A13.094 **Water meter deposits.**

Each residential water consumer shall put up ~~seventy five dollars (\$75.00)~~ one hundred dollars (\$100.00) and each nonresidential (commercial/industrial) water consumer shall put up a ~~one hundred dollar (\$100.00)~~ two hundred dollar (\$200.00) meter deposit which may be applied to the payment of any unpaid bills. Deposits shall be applied when consumer accounts are closed.

...

MOVE A13.095 IN ITS ENTIRETY TO A13.091; DELETE A13.095

..."

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

Section 3. That should any sentence, paragraph, subdivision, clause, phrase or Section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect

the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

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 this ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

IT IS ACCORDINGLY SO ORDAINED.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THIS THE 4th DAY OF DECEMBER 2023.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(11-28-2023: 4887-0790-9011)
4887-0790-9011, v. 1



STAFF REPORT

MEETING DATE:	December 4, 2023
MEETING TYPE:	City Council
SUBMITTED BY:	Maria Joyner, Director of Finance
AGENDA CAPTION:	DISCUSS AND CONSIDER RESOLUTION R2023-1160 OF THE CITY OF HUTCHINS, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT

Background Information

Attached is a proposed reimbursement resolution for your consideration. The purpose of a reimbursement resolution is to allow for advanced moneys used for the acquisition of vehicles, equipment and other project related expenditures incurred prior to the closing of any (tax-free) financing to be reimbursed from the financing proceeds. The **“not to exceed”** figures in the resolution **act as a safe harbor number for the purpose of these resolutions only and to allow any project to go forward when needed rather than awaiting the closing of the financing.**

Budget Implications

Operational Impact

Legal Review

The Resolutions was prepared by the City’s Bond Counsel, Norton Rose Fulbright US LLP.

Staff Recommendation

Staff recommends Council approve Resolution R2023-1160 which would permit the reimbursement from the proceeds of tax-exempt debt proceeds.

Supporting Documentation and Attachments

Resolution R2023-1160

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2023-1160**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS,
TEXAS DECLARING EXPECTATION TO REIMBURSE EXPENDITURES
WITH PROCEEDS OF FUTURE DEBT.**

WHEREAS, the City of Hutchins, Texas (the “Issuer”) intends to issue debt for the capital projects and equipment with respect to the Municipal Improvement Fund described on **Exhibit A** attached hereto, as well as furniture, fixtures, and equipment for municipal facilities (collectively, the “Projects”) and further intends to make certain capital expenditures with respect to the Projects and currently desires and expects to reimburse the capital expenditures with proceeds of such debt;

WHEREAS, under Treas. Reg. § 1.150-2 (the “Regulation”), to fund such reimbursement with proceeds of tax-exempt obligations, the Issuer must declare its expectation to make such reimbursement; and

WHEREAS, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS THAT the Issuer reasonably expects to reimburse capital expenditures with respect to the Projects with proceeds of debt hereafter to be incurred by the Issuer, and that this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amounts of obligations expected to be issued for the Projects is \$3,000,000.

PASSED AND APPROVED this the 4th day of December 2023.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

Attest:

Cynthia Olguin, City Secretary

**EXHIBIT "A"
CAPITAL EXPENDITURE REQUEST
MUNICIPAL IMPROVEMENT FUND**

ADMINISTRATION		
ACCOUNT #	ACCOUNT NAME	
	DESCRIPTION	2023/2024 Request
	GIS Services	55,000
	Rebranding	75,000
	TOTAL	130,000

POLICE DEPARTMENT		
ACCOUNT #	ACCOUNT NAME	
	DESCRIPTION	2023/2024 Request
	Jail Camera Upgrades - Evidence Library Storage	30,000
	Security Proposal Alarm	20,000
	Jail Camera Upgrades	11,440
	Drone	15,000
	SUV Tahoe (3)	210,000
	TOTAL	286,440

FIRE DEPARTMENT		
ACCOUNT #	ACCOUNT NAME	
	DESCRIPTION	2023/2024 Request
	Crew Protect Airfiltration in Apparatus Cab to combat Cancer	9,300
	3 Gas Pro Detectors with Ammonia Detect for Chick-fil-a and others	4,855
	Narcotics Tracking System for DEA Compliance Software Equipment	6,150
	Replace 3.5 ton Condenser and Expansion Valve at Station 2	5,000
	Nomex Uniforms	3,000
	1 Administrative Vehicle for EMS Division	40,327
	Bunker Coats replacing 5 that are expiring	10,830
	Bunker Pants replacing 5 that are expiring	8,720
	Bunker (Other Uniforms Required)	6,890
	TOTAL	95,072

PUBLIC WORKS		
ACCOUNT #	ACCOUNT NAME	
	DESCRIPTION	2023/2024 Request
	Engineering Cost	300,000
	Design & Other Professional Service	200,000
	TOTAL	500,000

BUILDING INSPECTIONS		
ACCOUNT #	ACCOUNT NAME	
	DESCRIPTION	2023/2024 Request
	Bldg. Inspection Truck & Other	100,000
	TOTAL	100,000

ESTIMATED EXPENDITURES RELATED TO OTHER TAX EXEMPT PROJECTS \$ 1,888,488

TOTAL MUNICIPAL IMPROVEMENT FUND	\$ 3,000,000
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STAFF REPORT

MEETING DATE: December 4, 2023

MEETING TYPE: City Council

SUBMITTED BY: Stacey Hickson, Fire Chief

AGENDA CAPTION: Discuss and consider RESOLUTION R2023-1161 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE ONE NEW 2024 FORD EXPLORER FROM CHASTANG FORD AT THE QUOTED BID PRICE OF \$39,265.00 AND ONE NEW 2024 CHEVROLET SILVERADO 1500 FROM LAKE COUNTRY CHEVROLET FOR THE BID PRICE OF \$42,239.00 FOR COMMUNITY DEVELOPMENT DEPARTMENT UTILIZING BUY BOARD OF TEXAS; APPROPRIATING FUNDS FROM FISCAL YEAR 2023/2024 BUDGET; AND ESTABLISHING AN EFFECTIVE DATE.

Background Information

Hutchins Fire Rescue is requesting to purchase on new 2023 Ford Explorer from Chastang Ford at the quoted bit price of \$37,670.00 utilizing Buy Board of Texas. Appropriating funds from the Fiscal Year 2023/2024 Budget and establishing an effective date.

This vehicle replaces the 1996 Suburban that is currently being used by the EMS Supervisor to attend, meetings in the area, classes required by the Texas Department of State Health Services, pick up supplies, and equipment from pharmacies and hospitals. He also responds to major medical calls where a supervisor may be needed.

Community Development is requesting to purchase on new 2024 Chevy Silverado from Lake Country Chevrolet at the quoted bit price of \$42,239 utilizing Buy Board of Texas. Appropriating funds from the Fiscal Year 2023/2024 Budget and establishing an effective date.

In April 2023 a new Building Inspector was hired and was issued the only vehicle that Community Development has. Since that time, the department has used an older Public Works Truck and the Explorer at City Hall. This vehicle will be assigned to the Building Official to conduct inspections, visit job sites, check on zoning case locations and violations.

Budget Implications

Operational Impact

Legal Review

Staff Recommendation

Supporting Documentation and Attachments

Prepared by: Ed Miller
11/06/2023

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 Explorer 4dr 4x2 Base (K7B)

Price Level: 415 | Quote ID: HUTCH24K7B

As Configured Vehicle

Code	Description	MSRP
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Base Vehicle

K7B	Base Vehicle Price (K7B)	\$36,760.00
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Packages

100A	Equipment Group 100A	N/C
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Includes:

- Engine: 2.3L EcoBoost I-4
Includes auto start-stop technology.
- Transmission: 10-Speed Automatic
- 3.58 Non-Limited-Slip Rear Axle Ratio
- GVWR: TBD
- Tires: P255/65R18 AS BSW
Includes mini spare.
- Wheels: 18" 5-Spoke Silver-Painted Aluminum
- Cloth Captain's Chairs
Includes 8-way power driver's seat with power function for tilt and recline, 4-way manual front passenger seat with fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints.
- Radio: AM/FM Stereo
Includes MP3 capability, 6 speakers, speed-compensated volume and SiriusXM includes a 3 month prepaid subscription. Service is not available in Alaska and Hawaii. All SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement & Privacy Policy at <https://www.siriusxm.com/> www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit <http://www.siriusxm.com/FAQS> for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.
- FordPass Connect
Includes 4G LTE Wi-Fi hotspot connects up to 10 devices with wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.). Note: Ford Telematics and data services prep included for fleet only: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673).
- SYNC 3 Communications & Entertainment System
Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 "A" and 1 "C" USB ports in the media hub.

Powertrain

99H	Engine: 2.3L EcoBoost I-4	Included
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2024 Explorer 4dr 4x2 Base (K7B)

Price Level: 415 | Quote ID: HUTCH24K7B

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes auto start-stop technology.</i>	
44T	Transmission: 10-Speed Automatic	Included
STDAX	3.58 Non-Limited-Slip Rear Axle Ratio	Included
STDGV	GVWR: TBD	Included

Wheels & Tires

STDTR	Tires: P255/65R18 AS BSW <i>Includes mini spare.</i>	Included
STDWL	Wheels: 18" 5-Spoke Silver-Painted Aluminum	Included

Seats & Seat Trim

7	Cloth Captain's Chairs <i>Includes 8-way power driver's seat with power function for tilt and recline, 4-way manual front passenger seat with fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints.</i>	Included
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Other Options

PAINT	Monotone Paint Application	STD
119WB	119.1" Wheelbase	STD
STDRD	Radio: AM/FM Stereo <i>Includes MP3 capability, 6 speakers, speed-compensated volume and SiriusXM includes a 3 month prepaid subscription. Service is not available in Alaska and Hawaii. All SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement & Privacy Policy at https://www.siriusxm.com/ www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit http://www.siriusxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.</i>	Included
	<i>Includes: - FordPass Connect</i>	

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2024 Explorer 4dr 4x2 Base (K7B)

Price Level: 415 | Quote ID: HUTCH24K7B

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<p><i>Includes 4G LTE Wi-Fi hotspot connects up to 10 devices with wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.). Note: Ford Telematics and data services prep included for fleet only: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673).</i></p> <p>- SYNC 3 Communications & Entertainment System</p> <p><i>Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 "A" and 1 "C" USB ports in the media hub.</i></p>	
16A	<p>Front & Second Row Floor Liners (16A)</p> <p><i>Deletes standard carpet floor mats.</i></p>	\$160.00

Emissions

425	<p>50 State Emissions System</p> <p>Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles with the 3.3L Ti-VCT V6 FFV engine.</p>	STD
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Interior Color

7N_01	Sandstone w/Cloth Captain's Chairs	N/C
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Fleet Options

YZ_02	Oxford White	N/C
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Upfit Options

Buy Board	Buy Board Fee CONTRACT 601-19	\$400.00
	<i>CONTRACT 601-19</i>	
cd fee 2	Courtesy Delivery Fee	\$350.00

SUBTOTAL	\$37,670.00
Destination Charge	\$1,595.00
TOTAL	\$39,265.00

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Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$36,760.00
Options	\$160.00
Colors	\$0.00
Upfitting	\$750.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,595.00
Subtotal	\$39,265.00

Pre-Tax Adjustments

Code	Description	MSRP
01 ft	DISCOUNT AND CONCESSION	-\$1,777.00
Total		\$37,488.00

Customer Signature

Acceptance Date

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2024 Explorer 4dr 4x2 Base (K7B)

Price Level: 415 | Quote ID: HUTCH24K7B

Selected Equip & Specs

Dimensions

- Conventional Capacity: 5,300 lbs.
- Vehicle body width: 78.9"
- Wheelbase: 119.1"
- Rear track: 66.9"
- Front brake diameter: 13.6"
- Interior rear cargo volume: 18.2 cu.ft.
- Max interior rear cargo volume: 87.8 cu.ft.
- Headroom first-row: 40.7"
- Headroom third-row: 38.9"
- Leg room second-row: 39.0"
- Shoulder room first-row: 61.8"
- Shoulder room third-row: 54.6"
- Hip room second-row: 59.1"
- Vehicle body length: 198.8"
- Vehicle body height: 70.2"
- Front track: 66.9"
- Turning radius (to curb): 19.4'
- Rear brake diameter: 12.6"
- Interior rear cargo volume with seats folded: 47.9 cu.ft.
- Total passenger volume: 152.7 cu.ft.
- Headroom second-row: 40.5"
- Leg room first-row: 43.0"
- Leg room third-row: 32.2"
- Shoulder room second-row: 61.9"
- Hip room first-row: 59.2"
- Hip room third-row: 40.9"

Powertrain

- EcoBoost 2.3L I-4 gasoline direct injection, DOHC, variable valve control, intercooled turbo, engine with 300HP
- Spark ignition system
- Torque: 310 lb.-ft. @3500 RPM
- Auto stop-start engine
- 10-speed automatic
- Recommended fuel: premium unleaded
- All-speed ABS and driveline traction control
- Engine cylinders: I-4
- Horsepower: 300 HP@5500 RPM
- Radiator
- Driver selectable drivetrain mode
- Rear-wheel drive
- Easy Fuel capless fuel filler

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 21 mpg/28 mpg/24 mpg
- Fuel economy highway: 28 mpg
- Fuel economy combined: 24 mpg
- Fuel economy city: 21 mpg
- Gasoline secondary fuel type
- LEV3-ULEV50 emissions

Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

Driveability

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Selected Equip & Specs (cont'd)

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Automatic brake hold
- Hill Start Assist
- Strut front suspension
- Front coil springs
- Multi-link rear suspension
- Speed sensitive power steering
- Rack-pinion steering
- 2-wheel steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Independent rear suspension
- Rear anti-roll bar
- Electric power-assist steering system
- Driver selectable steering effort

Body Exterior

- 4 doors
- Monotone paint
- Black wheel well trim
- Black windshield trim
- Black door handles
- Body-coloured rear bumper
- Black grille
- Standard style side mirrors
- Conventional right rear passenger door
- Active grille shutters
- 18 x 7.5-inch front and rear silver aluminum wheels
- Clearcoat paint
- Black bodyside cladding
- Black side window trim
- Black rear window trim
- Body-coloured front bumper
- Black rear bumper rub strip
- Black door mirrors
- Conventional left rear passenger door
- Power liftgate rear cargo door
- P255/65RH18 AS BSW front and rear tires

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- Keyfob trunk control
- Day/Night rearview mirror
- Full floor console
- Power cargo area access release
- Heated rear wiper park
- Fixed rear windshield
- Front beverage holders
- 10 beverage holders
- Driver and passenger door bins
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Driver foot rest
- Fixed interval rear windshield wipers
- Rear window defroster
- Locking glove box
- Rear beverage holders
- 2 seatback storage pockets
- Rear door bins

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2024 Explorer 4dr 4x2 Base (K7B)

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Selected Equip & Specs (cont'd)

- Retained accessory power
- Trip computer
- PRND in IP
- Over the air updates

Comfort

- Automatic climate control
- Rear climate control system with separate controls
- Rear under seat climate control ducts
- Rear headliner/pillar climate control ducts
- Full headliner coverage
- Full carpet floor covering
- * **Rubber front and rear floor mats**
- Carpet rear seatback upholstery
- Carpet third-row seatback upholstery
- Manual telescopic steering wheel
- Dual-zone front climate control
- Cabin air filter
- Voice-activated climate control
- Cloth headliner material
- Cloth door trim insert
- Full floor coverage
- Cloth rear seat upholstery
- Cloth rear seat upholstery
- Manual tilting steering wheel
- Urethane steering wheel

Seats and Trim

- Seating capacity: 7
- Driver seat with 8-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Power height adjustable driver seat
- Power driver seat cushion tilt
- Manual passenger seat fore/aft control
- Split-bench second-row seat
- Height adjustable rear seat head restraints
- Fixed third-row seats
- Third-row bench seat
- Manual fold into floor third-row seat
- Manual third-row head restraint control
- Piano black console insert
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Power reclining driver seat
- Power driver seat fore/aft control
- Manual reclining passenger seat
- Fixed second-row seats
- Second-row seats with manual fore and aft
- Cloth front seat upholstery
- 50-50 folding third-row passenger seat
- Front facing third-row seat
- Height adjustable third-row head restraints
- 2 third-row head restraints

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- Seek scan
- Internal storage capability
- 3 month satellite trial subscription
- 8 inch primary LCD display
- SiriusXM AM/FM/Satellite radio
- AM radio
- SiriusXM satellite radio
- SYNC 3 external memory control
- Internet radio capability
- Speakers number: 6

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Selected Equip & Specs (cont'd)

- Standard grade speakers
- SYNC 3 voice activated audio controls
- Bluetooth wireless audio streaming
- Steering wheel mounted audio controls
- Speed sensitive volume
- Integrated roof audio antenna

Lighting, Visibility and Instrumentation

- Piano black and metal-look instrument panel insert
- Trip odometer
- Compass
- Driver information center
- Gauge cluster display size (inches): 4.20
- Engine/electric motor temperature gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Rear reading lights
- Variable instrument panel light
- High mounted center stop light
- Fade interior courtesy lights
- Analog instrumentation display
- In-radio display clock
- Exterior temperature display
- ECO feedback display gauge
- Tachometer
- Oil level gauge
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Speed sensitive wipers
- Illuminated entry
- Illuminated ignition switch
- LED daytime running lights
- LED brake lights

Technology and Telematics

- SYNC 3 911 Assist emergency SOS system via mobile device
- SYNC 3/Apple CarPlay/Android Auto smart device mirroring
- 2 USB ports
- Bluetooth handsfree wireless device connectivity
- FordPass Connect 4G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first, second and third-row overhead airbags
- Seat mounted side impact front passenger airbag
- Driver and passenger side knee airbag
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- 8 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Remote panic alarm

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Selected Equip & Specs (cont'd)

- Lane Keeping Alert
- Pre-Collision Assist with Pedestrian Detection
- Pre-Collision Assist with Pedestrian Detection
- Following distance alert
- Rear camera with washer
- Reverse Sensing System rear parking sensors
- BLIS (Blind Spot Information System)
- Cross-Traffic Alert collision warning
- Driver Alert
- MyKey restricted driving mode
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
- Manual rear child safety door locks

Dimensions

General Weights

Curb weight 4,345 lbs.

Trailer Weights

Conventional capacity 5,300 lbs.

Off Road

Min ground clearance 8.2"
Approach angle 20.1

Loading floor height 32.8 "
Departure angle 22.0

Exterior Measurements

Vehicle body length 198.8"
Vehicle body height 70.2"
Front brake diameter 13.6"
Front track 66.9"
Turning radius (to curb) 19.4'

Vehicle body width 78.9"
Wheelbase 119.1"
Rear brake diameter 12.6"
Rear track 66.9"

Interior Measurements

Interior rear cargo volume 18.2 cu.ft.
Interior cargo area height 32.8 "
Interior cargo area min width 48.1 "
Interior rear cargo volume with seats folded 47.9 cu.ft.
Length to 3rd row seat 20.8 "

Max interior rear cargo volume 87.8 cu.ft.
Interior cargo length 83.9 "
Interior cargo area max width 59.0 "
Length to rear seat 49.8 "

Interior Volume

Total passenger volume 152.7 cu.ft.

Headroom

Headroom first-row 40.7"
Headroom third-row 38.9"

Headroom second-row 40.5"

Legroom

Leg room first-row 43.0"

Leg room second-row 39.0"

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Selected Equip & Specs (cont'd)

Leg room third-row 32.2"

Shoulder Room

Shoulder room first-row 61.8"
Shoulder room third-row 54.6"

Shoulder room second-row 61.9"

Hip Room

Hip room first-row 59.2"
Hip room third-row 40.9"

Hip room second-row 59.1"

Powertrain

Engine

Engine EcoBoost 2.3L I-4 gasoline direct injection, DOHC, variable valve control, intercooled turbo, engine with 300HP
Engine cylinders I-4
Ignition Spark ignition system
Engine block material Aluminum engine block

Valves per cylinder 4
Engine location Front mounted engine
Engine mounting direction Longitudinal mounted engine
Cylinder head material Aluminum cylinder head

Engine Specs

Displacement 2.3L
Bore 3.44"
Compression ratio 10.0

cc 140 cu.in.
Stroke 3.7"
SAEJ1349 AUG2004 compliant

Engine Power

Horsepower 300 HP@5500 RPM

Torque 310 lb.-ft. @3500 RPM

Alternator

Alternator type Regenerative alternator

Battery

Battery type Lead acid battery

Battery run down protection Battery run down protection

Engine Extras

Radiator Radiator
Drivetrain selectable Driver selectable drivetrain mode

Start-stop engine Auto stop-start engine

Transmission

Transmission 10-speed automatic

Transmission electronic control Transmission electronic control

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Selected Equip & Specs (cont'd)

Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.714	Second gear ratio	2.997
Third gear ratio	2.149	Fourth gear ratio	1.769
Fifth gear ratio	1.521	Sixth gear ratio	1.275
Reverse gear ratio	4.885	Seventh gear ratio	1
Eighth gear ratio	0.853	Ninth gear ratio	0.689
Tenth gear ratio	0.636	Selectable mode transmission	Selectable mode transmission

Drive Type

Drive type Rear-wheel drive

Drivetrain

Axle ratio 3.58

Exhaust

Tailpipe Stainless steel quasi-dual exhaust

Fuel

Fuel type premium unleaded

Fuel Tank

Capless fuel filler Easy Fuel capless fuel filler Fuel tank capacity 17.91 gal.

Drive Feature

Traction control All-speed ABS and driveline traction control

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type	Fuel economy combined	24 mpg
Fuel economy city	Fuel economy highway	28 mpg
Fuel economy (city/highway/combined) 21 mpg/28 mpg/24 mpg	Fuel economy status	Previous year fuel economy status

Emissions

Emissions LEV3-ULEV50 emissions Emissions tiers Tier 3 Bin 50 emissions

Green Values

Energy Impact Score (Barrels per year) 12.4 Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year) 7.4

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Prepared by: Ed Miller
11/06/2023

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 Explorer 4dr 4x2 Base (K7B)

Price Level: 415 | Quote ID: HUTCH24K7B

Selected Equip & Specs (cont'd)

Suspension and Handling

Suspension

Suspension	Standard ride suspension	Front shock absorbers	Gas-pressurized front shock absorbers
Rear shock absorbers	Gas-pressurized rear shock absorbers		

Driveability

Brakes

Brake type	4-wheel disc brakes	Ventilated brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	Electronic parking brake	Electronic parking brake
ABS brakes	4-wheel antilock (ABS) brakes	Post collision braking system	Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system

Brake Assistance

Hill start assist	Hill Start Assist	Brake assist system	Brake assist system
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Front Suspension

Anti-roll bar front	Front anti-roll bar	Suspension ride type front	Independent front suspension
Suspension type front	Strut front suspension		

Front Spring

Regular front springs	Regular front springs	Springs front	Front coil springs
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Rear Spring

Springs rear	Rear coil springs	Rear springs	Regular grade rear springs
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Rear Suspension

Anti-roll bar rear	Rear anti-roll bar	Suspension type rear	Multi-link rear suspension
Suspension ride type rear	Independent rear suspension		

Steering

Steering	Electric power-assist steering system	Steering type	Rack-pinion steering
Speed sensitive steering	Speed sensitive power steering	Driver selectable steering effort	Driver selectable steering effort
Steering type number of wheels	2-wheel steering system		

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2024 Explorer 4dr 4x2 Base (K7B)

Price Level: 415 | Quote ID: HUTCH24K7B

Selected Equip & Specs (cont'd)

Exterior

Front Wheels

Front wheels diameter 18" Front wheels width 7.5"

Rear Wheels

Rear wheels diameter 18" Rear wheels width 7.5"

Front And Rear Wheels

Appearance silver Material aluminum

Front Tires

Aspect 65 Diameter 18"
Sidewalls BSW Speed H
Tread AS Type P
Width 255mm

Rear Tires

Aspect 65 Diameter 18"
Sidewalls BSW Speed H
Tread AS Type P
Width 255mm

Body Exterior

Trailerling

Towing trailer sway Trailer sway control Trailer light malfunction warning Trailer light malfunction warning

Exterior Features

Number of doors 4 doors

Body

Body panels ... Galvanized steel and aluminum body panels with side impact beams

Spare Tire

Spare tire. Compact spare tire with steel wheel Spare tire location Spare tire mounted under the cargo floor

Aerodynamics

Spoiler Rear lip spoiler

Convenience

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2024 Explorer 4dr 4x2 Base (K7B)

Price Level: 415 | Quote ID: HUTCH24K7B

Selected Equip & Specs (cont'd)

Door Locks

- Door locks Power door locks with 2 stage unlocking
- All-in-one key All-in-one remote fob and ignition key
- Tailgate control Power tailgate/rear door lock
- Keyfob door locks ... Keyfob activated door locks
- Auto door locks Auto-locking doors

Cruise Control

- Cruise control Cruise control with steering wheel mounted controls

Key Fob Controls

- Keyfob cargo controls Keyfob trunk control
- Fob remote vehicle controls ... FordPass Connect smart device vehicle start control

Rear View Mirror

- Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

- Door mirrors Power door mirrors
- Folding door mirrors Manual folding door mirrors

Front Side Windows

- First-row windows Power first-row windows

Floor Console

- Floor console Full floor console
- Floor console storage Covered floor console storage

Overhead Console

- Overhead console Mini overhead console
- Overhead console storage Overhead console storage

Driver Visor

- Visor driver mirror Driver visor mirror
- Visor illuminated driver mirror ... Illuminated driver visor mirror
- Visor driver expandable coverage Driver visor with expandable coverage

Passenger Visor

- Visor passenger mirror ... Passenger visor mirror
- Visor illuminated passenger mirror Illuminated passenger visor mirror
- Visor passenger expandable coverage .. Passenger visor with expandable coverage

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2024 Explorer 4dr 4x2 Base (K7B)

Price Level: 415 | Quote ID: HUTCH24K7B

Selected Equip & Specs (cont'd)

Power Outlets

12V power outlets 5 12V power outlets

Cargo Features

Trunk hatch Trunk/hatch auto-latching
Cargo light Cargo area light

Cargo tie downs Cargo area tie downs
Concealed cargo storage Cargo area concealed storage

Cargo Trim

Cargo floor type Carpet cargo area floor

Trunk lid trim Plastic trunk lid trim

Pedals

Driver foot rest Driver foot rest

Remote Releases

Cargo access Power cargo area access release

Rear Windshield

Rear window defroster Rear window defroster
Rear windshield wipers Fixed interval rear windshield wipers

Rear windshield Fixed rear windshield
Heated wiper area Heated rear wiper park

Storage

Door bins front Driver and passenger door bins
Number of beverage holders 10 beverage holders
Beverage holders rear Rear beverage holders
Seatback storage pockets 2 seatback storage pockets

Door bins rear Rear door bins
Beverage holders Front beverage holders
Glove box Locking glove box

Windows Feature

One-touch up window Driver and passenger one-touch up windows

One-touch down window Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows Power second-row windows

Third-row windows Fixed third-row windows

Miscellaneous

Trip computer Trip computer
Accessory power Retained accessory power

PRND in IP PRND in IP
Over the air updates Over the air updates

Comfort

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2024 Explorer 4dr 4x2 Base (K7B)

Price Level: 415 | Quote ID: HUTCH24K7B

Selected Equip & Specs (cont'd)

Climate Control

Climate control	Automatic climate control	Rear headliner/pillar ducts	Rear headliner/pillar climate control ducts
Dual-zone front climate control	Dual-zone front climate control	Cabin air filter	Cabin air filter
Rear climate control	Rear climate control system with separate controls	Voice activated climate control	Voice-activated climate control
Rear under seat ducts	Rear under seat climate control ducts		

Headliner

Headliner material	Cloth headliner material	Headliner coverage	Full headliner coverage
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Door Trim

Door trim insert	Cloth door trim insert	Door panel insert	Piano black and metal-look door panel insert
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Floor Trim

Floor covering	Full carpet floor covering	Floor coverage	Full floor coverage
* Floor mats Rubber front and rear floor mats			

Second-Row Seat Trim

Rear seat upholstery	Cloth rear seat upholstery	Rear seatback upholstery	Carpet rear seatback upholstery
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Third-Row Seat Trim

Third-row seat upholstery	Cloth rear seat upholstery	Third-row seatback upholstery	Carpet third-row seatback upholstery
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Steering Wheel

Steering wheel telescopic	Manual telescopic steering wheel	Steering wheel material	Urethane steering wheel
Steering wheel tilt	Manual tilting steering wheel		

Seats and Trim

Seat Capacity

Seating capacity	7
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Front Seats

Driver seat direction	Driver seat with 8-way directional controls	Height adjustable driver seat	Power height adjustable driver seat
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Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 Explorer 4dr 4x2 Base (K7B)

Price Level: 415 | Quote ID: HUTCH24K7B

Selected Equip & Specs (cont'd)

Driver seat fore/aft control Power driver seat fore/aft control
Passenger seat direction ... Front passenger seat with 4-way directional controls
Reclining passenger seat Manual reclining passenger seat
Front head restraints Height adjustable front seat head restraints
Armrests front center ... Front seat center armrest

Driver seat cushion tilt Power driver seat cushion tilt
Split front seats Bucket front seats
Passenger seat fore/aft control Manual passenger seat fore/aft control
Front head restraint control Manual front seat head restraint control
Reclining driver seat . Power reclining driver seat

Rear Seats

Bench seats Split-bench second-row seat
Folding second-row seats 35-30-35 folding second-row seats
Rear seat direction Front facing rear seat
Fore and aft seat Second-row seats with manual fore and aft
Rear head restraint control Manual rear seat head restraint control

Rear seats fixed or removable ... Fixed second-row seats
Reclining second-row rear seats ... Manual reclining second-row seats
Rear seat folding position ... Fold forward second-row seatback
Rear head restraints Height adjustable rear seat head restraints
Number of rear head restraints ... 3 rear seat head restraints

Front Seat Trim

Front seat upholstery Cloth front seat upholstery

Front seatback upholstery ... Cloth front seatback upholstery

Third-Row Seats

Bench seats Third-row bench seat
Third-row seats folding ... 50-50 folding third-row passenger seat
Third-row seat facing Front facing third-row seat
Third-row head restraints Height adjustable third-row head restraints

Third-row seat fixed or removable ... Fixed third-row seats
Third-row head restraint control ... Manual third-row head restraint control
Third-row fold into floor seats Manual fold into floor third-row seat
Third-row head restraint number ... 2 third-row head restraints

Interior Accents

Interior accents Chrome and metal-look interior accents

Console Trim

Console insert material Piano black console insert

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Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 Explorer 4dr 4x2 Base (K7B)

Price Level: 415 | Quote ID: HUTCH24K7B

Selected Equip & Specs (cont'd)

Entertainment Features

LCD Displays

Primary touchscreen display Primary touchscreen display
LCD primary display size 8 inch primary LCD display

Number of first-row LCD displays 2 total number of 1st row displays

Radio Features

Internal storage Internal storage capability
Seek scan Seek scan

External memory SYNC 3 external memory control
Internet radio capability .. Internet radio capability

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls
Voice activated audio SYNC 3 voice activated audio controls

Speed sensitive volume. Speed sensitive volume
Wireless streaming Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert Piano black and metal-look instrument panel insert

Instrumentation

Trip odometer Trip odometer

Instrumentation display .. Analog instrumentation display

Instrumentation Displays

Temperature display Exterior temperature display
Clock In-radio display clock
Eco feedback ECO feedback display gauge

Driver information center Driver information center
Compass Compass

Instrumentation Gauges

Tachometer Tachometer
Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Oil level gauge Oil level gauge
Gauge cluster display size (inches) 4.20

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2024 Explorer 4dr 4x2 Base (K7B)

Price Level: 415 | Quote ID: HUTCH24K7B

Selected Equip & Specs (cont'd)

Instrumentation Warnings

Engine temperature warning Engine temperature warning
 Low fuel warning Low fuel warning
 Low brake fluid warning Low brake fluid warning
 Headlights on reminder Headlights on reminder
 Bulb warning Bulb failure warning
 Trunk warning Rear cargo ajar warning
 Low tire pressure warning Tire specific low air pressure warning

Oil pressure warning Oil pressure warning
 Low washer fluid warning Low washer fluid warning
 Battery charge warning Battery charge warning
 Key in vehicle warning Key in vehicle warning
 Door ajar warning Door ajar warning
 Service interval warning Intelligent Oil-Life Monitor service interval indicator
 Transmission fluid temperature warning Transmission fluid temp warning

Glass

Tinted windows Deep tinted windows

Headlights

Headlights LED low and high beam headlights
 Auto headlights Autolamp auto on/off headlight control
 Delay off headlights Delay-off headlights
 DRL preference setting DRL preference setting

Headlight type Aero-composite headlights
 Multiple headlights Multiple enclosed headlights
 Auto high-beam headlights Ford Co-Pilot360 - Auto High Beam auto high-beam headlights

Front Windshield

Wipers Variable intermittent front windshield wipers

Speed sensitive wipers Speed sensitive wipers

Interior Lighting

Illuminated entry Illuminated entry
 Variable panel light Variable instrument panel light
 Rear reading lights Rear reading lights

Illuminated ignition switch Illuminated ignition switch
 Front reading lights Front reading lights

Lights

Running lights LED daytime running lights
 LED brake lights LED brake lights

Interior courtesy lights Fade interior courtesy lights
 High mount stop light High mounted center stop light

Technology and Telematics

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2024 Explorer 4dr 4x2 Base (K7B)

Price Level: 415 | Quote ID: HUTCH24K7B

Selected Equip & Specs (cont'd)

Connectivity

Handsfree Bluetooth handsfree wireless device connectivity
Emergency SOS SYNC 3 911 Assist emergency SOS system via mobile device

Smart device integration SYNC 3/Apple CarPlay/Android Auto smart device mirroring

Internet Access

Internet access FordPass Connect 4G mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag
Front impact airbag passenger Passenger front impact airbag
Front side impact airbag driver Seat mounted side impact driver airbag
Occupancy sensor Airbag occupancy sensor

Number of airbags 8 airbags
Knee airbag Driver and passenger side knee airbag
Front side impact airbag passenger Seat mounted side impact front passenger airbag
Overhead airbags Safety Canopy System curtain first, second and third-row overhead airbags

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt
Seatbelt pretensioners Front seatbelt pretensioners

Height adjustable seatbelts Front height adjustable seatbelts
Seatbelt pretensioners number 2 seatbelt pretensioners

Security System

Immobilizer SecuriLock immobilizer

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane Keeping Alert
Forward collision warning with Pedestrian Detection Pre-Collision Assist with Pedestrian Detection
Pedestrian detection Pre-Collision Assist with Pedestrian Detection

Blind spot BLIS (Blind Spot Information System)
Rear collision warning Cross-Traffic Alert collision warning
Driver attention monitor Driver Alert

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2024 Explorer 4dr 4x2 Base (K7B)

Price Level: 415 | Quote ID: HUTCH24K7B

Selected Equip & Specs (cont'd)

Distance alert Following distance alert

Restricted driving mode MyKey restricted driving mode

Cameras

Rear camera Rear camera with washer

Traction Control

Electronic stability control AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll

Parking Sensors

Parking sensors Reverse Sensing System rear parking sensors

Occupant Safety

Child door locks Manual rear child safety door locks

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2024 Explorer 4dr 4x2 Base (K7B)

Price Level: 415 | Quote ID: HUTCH24K7B

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Accessories Warranty

Accessories warranty 36 months/36,000 miles

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PRODUCT PRICING SUMMARY
TIPS USA 210907 TRANSPORTATION VEHICLES
VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF HUTCHINS Prepared by: RICK BROWN
 Contact: TIM RAWLINGS Phone: 409.659.1555
 Email: trawlings@cityofhutchins.org Email: RBROWN.SILSBEEFLEET@GMAIL
 Product Description: SILVERADO 1500 CC Date: August 24, 2023

A. Bid Item: CC10543 A. Base Price: \$ **43,985.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2024 SILVERADO 1500 CREW WT	\$ -		EXTERIOR - WHITE	\$ -
	TURBO MAX 4CYL TURBO	\$ -		INTERIOR - BLACK VINYL	\$ -
	AUTOMATIC TRANSMISSION	\$ -		SWB / 5 1/2' BED	\$ -
	POWER WINDOWS / LOCKS	\$ -			
PEB	WT VALUE PACKAGE	\$ 1,190.00		4X4	\$ 2,695.00
	TRAILER TOW PACKAGE	\$ -			
	PRIVACY GLASS	\$ -			
	CRUISE CONTROL	\$ -			

Total of B. Published Options: \$ **3,885.00**

Till 8th

Published Option Discount (5%) \$ **(194.25)**

C.

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: FLEET DISCOUNT \$ **(5,820.00)**

G. Additional Delivery Charge: 219 miles \$ **383.25**

H. Subtotal: \$ **42,239.00**

I. Quantity Ordered 1 \$ **42,239.00**

J. Trade in: \$ -

K. TIPS Administrative Fee (INCLUDED) \$ -

L. Total Purchase Price Including TIPS Fee \$ **42,239.00**



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	POWER WINDOWS / LOCKS	\$ -			
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Published Option Discount (5%) \$ **(194.25)**

C.

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: \$ -

- D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- F. Contract Price Adjustment: FLEET DISCOUNT \$ (5,820.00)
- G. Additional Delivery Charge: 219 miles \$ 383.25
- H. Subtotal: \$ 42,239.00
- I. Quantity Ordered 1 \$ 42,239.00
- J. Trade in: \$ -
- K. TIPS Administrative Fee (INCLUDED) \$ -
- L. Total Purchase Price Including TIPS Fee \$ 42,239.00

**CITY OF HUTCHINS
RESOLUTION NO. R2023-1161**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE ONE NEW 2024 FORD EXPLORER FROM CHASTANG FORD AT THE QUOTED BID PRICE OF \$39,265.00 AND ONE NEW 2024 CHEVROLET SILVERADO 1500 FROM LAKE COUNTRY CHEVROLET FOR THE BID PRICE OF \$42,239.00 FOR COMMUNITY DEVELOPMENT DEPARTMENT UTILIZING BUY BOARD OF TEXAS; APPROPRIATING FUNDS FROM FISCAL YEAR 2023/2024 BUDGET; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on September 5, 2023, the City Council of the City of Hutchins approved Ordinance Number **2023-1179** officially adopting the Fiscal Year 2023/2024 Budget; and

WHEREAS, in the adopted Fiscal Year 2023/2024 Budget, funds were budgeted for the purchase of one (1) Ford Explorer for the Fire Department EMS Supervisor and one (1) Chevrolet Silverado for Community Development, and

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 Chastang Ford of Houston for the 2024 Ford Explorer for Fire Administration and from Lake Country Chevrolet for the 2024 Chevrolet Silverado for Community Development utilizing Buy Board for the purchase these vehicles; and

WHEREAS, the bid quotes from the following vendor establishes the total price to purchase these vehicles as follows: Chastang Ford for the purchase of the Ford Explorer at \$39,265.00; and Lake Country Chevrolet for the purchase of the Chevrolet Silverado at \$42,239.00, and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to authorize the City Administrator to purchase these vehicles for the above bids utilizing Buy Board of Texas contract pricing as detailed in the attached quotes.

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

SECTION 1. That the City Council of the City of Hutchins, Texas hereby authorizes the City Administrator to purchase the Ford Explorer for the Fire Department for the quoted price of

\$39,265.00, and the Chevrolet Silverado 1500 for Community Development for the quoted price of \$42,239.00, and

SECTION 2. That the City Council of the City of Hutchins, Texas hereby authorizes the appropriation of said funds from the FY 2023/2024 Budget (General Fund).

SECTION 3. This resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 4th day of December 2023.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(11-29-2023:4891-8038-3380, v. 1)



CITY COUNCIL AGENDA STAFF REPORT

- MEETING DATE:** December 4, 2023
- SUBMITTED BY:** Guy Brown, HEDC Ex. Dir.
- AGENDA CAPTION:** The Hutchins City Council will hold a closed Executive Session pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:
- § 551.087. Deliberation regarding economic development negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision to a business prospect:
- 1) KTN DP TERMINAL CENTER.

The City of Hutchins has been in negotiations with Katoen Natie (KTN) regarding a potential expansion of their existing facility.

Budget Implications

While no agreements have been negotiated, participation in this project could have financial impacts on the City of Hutchins. The benefits of jobs and taxable value from the project will be weighed against the cost of any potential incentives.

Legal Review

The City Attorney will be involved with any final negotiations and will draft the ultimate agreements should the Council decide to pursue the project.

Staff Recommendation

Staff recommends that the Council hold an executive session to discuss and evaluate the potential project.

After discussion of matters in executive session, any action or vote taken will be held in public and open session by the Hutchins City Council.