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
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.
Background Information
N/A

Budget Implications
N/A

Operational Impact
N/A

Legal Review
N/A

Staff Recommendation
N/A

Supporting Documentation and Attachments
Section D, Item3.
# City of Hutchins Infrastructure Improvement Projects Status Report

**September 5, 2023**

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Name</th>
<th>Type</th>
<th>City Led</th>
<th>Dallas County Led</th>
<th>Other Led</th>
<th>Total Cost</th>
<th>Budgeted Cost</th>
<th>Cost to Date</th>
<th>Status</th>
<th>Anticipated Completion</th>
<th>Project narrative</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Monument Signs</td>
<td>Signage</td>
<td>✓</td>
<td></td>
<td></td>
<td>$300,000</td>
<td>$0</td>
<td>$0</td>
<td>TBD</td>
<td>Currently in design phase, 100% EDC Funded.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Wintergreen Rd Expansion</td>
<td>Street</td>
<td>✓</td>
<td>¥</td>
<td></td>
<td>$1,500,000</td>
<td>$0</td>
<td>$0</td>
<td>TBD</td>
<td>Design is currently around 30% completion.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Lancaster-Hutchins Rd Design</td>
<td>Street</td>
<td>✓</td>
<td>¥</td>
<td>✓</td>
<td>$1,000,000</td>
<td>$500,000</td>
<td>$224,584</td>
<td>Jan-24</td>
<td>Quiddity engineering anticipate being completed by December 2023.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>UPRC Palestine St. Crossing</td>
<td>Sidewalk</td>
<td>✓</td>
<td></td>
<td></td>
<td>TBD</td>
<td>$1,000,000</td>
<td>$0</td>
<td>TBD</td>
<td>UPPR has accepted the plans and submitted costs to the City.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>18” Wastewater Relief Line</td>
<td>Sewer</td>
<td>✓</td>
<td></td>
<td></td>
<td>TBD</td>
<td>$1,000,000</td>
<td>$0</td>
<td>Sep-22</td>
<td>Designs are currently at 30% (may need to wait on completion of the Shoreline Interceptor).</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Campbell Park Site Improvements</td>
<td>Parks</td>
<td>✓</td>
<td></td>
<td></td>
<td>TBD</td>
<td>$700,000</td>
<td>$0</td>
<td>Sep-24</td>
<td>Walking trail is out for bid and light poles have been ordered.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Meadowbrook Channel Stabilization</td>
<td>Drainage</td>
<td>✓</td>
<td></td>
<td></td>
<td>TBD</td>
<td>$1,000,000</td>
<td>$0</td>
<td>TBD</td>
<td>Freese and Nichols has been directed to get plans ready to bid excluding the area requiring a 404 permit.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>AMI Water System Upgrade</td>
<td>Water</td>
<td>✓</td>
<td></td>
<td></td>
<td>$779,654</td>
<td>$1,000,000</td>
<td>$687,025</td>
<td>N/A</td>
<td>All meters have been installed currently working on customer portal.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Southern WW Sys. Interceptor</td>
<td>Sewer</td>
<td>✓</td>
<td></td>
<td></td>
<td>$4,023,445</td>
<td>$58,615</td>
<td>$443,496</td>
<td>Apr-24</td>
<td>Approximately 60% complete.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Southern WW Sys. Lift Station</td>
<td>Sewer</td>
<td>✓</td>
<td></td>
<td></td>
<td>$6,898,878</td>
<td>$463,476</td>
<td>$224,584</td>
<td>Apr-24</td>
<td>Currently under construction.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Southern WW Sys. Force Main</td>
<td>Sewer</td>
<td>✓</td>
<td></td>
<td></td>
<td>$5,260,359</td>
<td>$128,194</td>
<td>$224,584</td>
<td>Apr-24</td>
<td>Approximately 80% complete.</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>2023 Roadway Impact Fee Update</td>
<td>Street</td>
<td>✓</td>
<td></td>
<td></td>
<td>TBD</td>
<td>$15,568</td>
<td>$6,255</td>
<td>Apr-24</td>
<td>Completed</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Woodbrook Drive Recons.</td>
<td>Street</td>
<td>✓</td>
<td></td>
<td></td>
<td>TBD</td>
<td>$125,000</td>
<td>$0</td>
<td>TBD</td>
<td>Reached out to Dallas County and awaiting a response</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Woodcrest Drive Recons.</td>
<td>Street</td>
<td>✓</td>
<td></td>
<td></td>
<td>TBD</td>
<td>$125,000</td>
<td>$0</td>
<td>TBD</td>
<td>Reached out to Dallas County and awaiting a response</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Meadowbrook Drive Sewer</td>
<td>Sewer</td>
<td>✓</td>
<td></td>
<td></td>
<td>TBD</td>
<td>$175,000</td>
<td>$0</td>
<td>TBD</td>
<td>In design with Bartlett &amp; West</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Water main replacements</td>
<td>Water</td>
<td>✓</td>
<td></td>
<td></td>
<td>TBD</td>
<td>$453,805</td>
<td>$0</td>
<td>TBD</td>
<td>Schaumburg &amp; Polk have submitted plans at 90% completion.</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>ARPA Sewer Main</td>
<td>Sewer</td>
<td>✓</td>
<td></td>
<td></td>
<td>TBD</td>
<td>$600,000</td>
<td>$0</td>
<td>TBD</td>
<td>Staff and BHC are looking to utilize funds elsewhere.</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Sidewalk Expansion Project</td>
<td>Sidewalk</td>
<td>✓</td>
<td></td>
<td></td>
<td>TBD</td>
<td>$600,000</td>
<td>$0</td>
<td>TBD</td>
<td>Plans were submitted to City for comments and preparing for bid.</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>DWU Water Meter Vault Upgrades</td>
<td>Water</td>
<td>✓</td>
<td></td>
<td></td>
<td>TBD</td>
<td>$2,300,000</td>
<td>$0</td>
<td>TBD</td>
<td>Bartlett &amp; West is currently working with DWU on design.</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Facility Landscaping</td>
<td>Facility</td>
<td>✓</td>
<td></td>
<td></td>
<td>TBD</td>
<td>$10,850</td>
<td>$0</td>
<td>TBD</td>
<td>Ronn Hobbs is currently working on options to present to staff.</td>
<td></td>
</tr>
</tbody>
</table>

### Status Indicators
- **Green** - On schedule
- **Yellow** - Has not started yet
- **Red** - Has areas of concern
- **Gray** - Major delays
- **Blue** - 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

Section F, Item 4.
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.
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. Modifications 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
- Services of the Electrical Engineer: $3,500

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
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 base 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
   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 apply to: card payments, customer repairs or replacement of non-concrete components, or 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 ordered.

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 multi-user 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.

### Price Per Unit

<table>
<thead>
<tr>
<th></th>
<th>$104085.00</th>
<th>$104085.00</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Base Price</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Added Cost Options</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Final Connection to Utilities</strong></td>
<td>$5000</td>
<td>5000</td>
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<tr>
<td><strong>Optional Wall Texture - choose one</strong></td>
<td>Split Face Block ($5,500)</td>
<td>Stone ($7,000)</td>
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<tr>
<td><strong>Optional Roof Texture</strong></td>
<td>$5500</td>
<td>0</td>
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<tr>
<td><strong>Stainless Steel Water Closet (each)</strong></td>
<td>Qty: 3</td>
<td>$1750</td>
</tr>
<tr>
<td><strong>Stainless Steel Lavatory (each)</strong></td>
<td>Qty: 2</td>
<td>$1500</td>
</tr>
<tr>
<td><strong>Stainless Steel Urinal (each)</strong></td>
<td>Qty: 1</td>
<td>$1500</td>
</tr>
<tr>
<td><strong>Electric Hand Dryer (each)</strong></td>
<td>Qty: 2</td>
<td>$700</td>
</tr>
<tr>
<td><strong>Electronic Flush Valve (each)</strong></td>
<td>Qty: 3</td>
<td>$1500</td>
</tr>
<tr>
<td><strong>Electronic Lavatory Faucet (each)</strong></td>
<td>Qty: 2</td>
<td>$1500</td>
</tr>
<tr>
<td><strong>Electronic Urinal Valve (each)</strong></td>
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</tr>
<tr>
<td><strong>Paper Towel Dispenser (each)</strong></td>
<td>Qty: 2</td>
<td>$350</td>
</tr>
<tr>
<td><strong>Toilet Seat Cover Dispenser (each)</strong></td>
<td>Qty: 3</td>
<td>$350</td>
</tr>
<tr>
<td><strong>Sanitary Napkin Disposal Receptacle (each)</strong></td>
<td>Qty: 2</td>
<td>$1000</td>
</tr>
<tr>
<td><strong>Baby Changing Table (each)</strong></td>
<td>Qty: 2</td>
<td>$750</td>
</tr>
<tr>
<td><strong>Skylight in Restroom (each)</strong></td>
<td>Qty: 2</td>
<td>$1600</td>
</tr>
<tr>
<td><strong>Marine Grade Skylight in Restroom (each)</strong></td>
<td>Qty: 2</td>
<td>$2450</td>
</tr>
<tr>
<td><strong>Marine Package (excluding fiberglass doors and frames)</strong></td>
<td>$2350</td>
<td>0</td>
</tr>
<tr>
<td><strong>Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)</strong></td>
<td>Qty: 1</td>
<td>$5600</td>
</tr>
<tr>
<td><strong>2K Anti-Graffiti Coating</strong></td>
<td>$4000</td>
<td>0</td>
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<tr>
<td><strong>Optional Door Closure (each)</strong></td>
<td>Qty: 2</td>
<td>$700</td>
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<tr>
<td><strong>Fiberglass Entry and Chase Doors and Frames (each)</strong></td>
<td>Qty: 3</td>
<td>$3300</td>
</tr>
<tr>
<td><strong>Timed Electric Lock System (2 doors- does not include chase door) (each)</strong></td>
<td>Qty: 2</td>
<td>$1350</td>
</tr>
<tr>
<td><strong>Exterior Frostproof Hose Bib with Box (each)</strong></td>
<td>Qty: 1</td>
<td>$1200</td>
</tr>
</tbody>
</table>

**Total for Added Cost Options:** $13250

- **Custom Options:** Installation Surcharges (7,450)
- **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

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

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

I accept this quote. Please process this order.

**Company Name**

---

Robert C. Veals, Jr.

CXT Sales Representative

Date: 2023.08.10 12:28:56 -07'00'
**Exterior Color(s)** *(For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)*

<table>
<thead>
<tr>
<th>Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amber Rose</td>
</tr>
<tr>
<td>Charcoal Grey</td>
</tr>
<tr>
<td>Golden Beige</td>
</tr>
<tr>
<td>Liberty Tan</td>
</tr>
<tr>
<td>Nuss Brown</td>
</tr>
<tr>
<td>Rich Earth</td>
</tr>
<tr>
<td>Sand Beige</td>
</tr>
<tr>
<td>Cappuccino Cream</td>
</tr>
<tr>
<td>Coca Milk</td>
</tr>
<tr>
<td>Granite Rock</td>
</tr>
<tr>
<td>Malibu Taupe</td>
</tr>
<tr>
<td>Oatmeal Buff</td>
</tr>
<tr>
<td>Rosewood</td>
</tr>
<tr>
<td>Sun Bronze</td>
</tr>
<tr>
<td>Buckskin</td>
</tr>
<tr>
<td>Dicke Green</td>
</tr>
<tr>
<td>Mocha Caramel</td>
</tr>
<tr>
<td>Pueblo Gold</td>
</tr>
<tr>
<td>Sage Green</td>
</tr>
<tr>
<td>Toasted Almond</td>
</tr>
<tr>
<td>Evergreen</td>
</tr>
<tr>
<td>Natural Honey</td>
</tr>
<tr>
<td>Raven Black</td>
</tr>
<tr>
<td>Salsa Red</td>
</tr>
<tr>
<td>Georgia Brick</td>
</tr>
<tr>
<td>Hunter Green</td>
</tr>
<tr>
<td>Liberty Tan</td>
</tr>
<tr>
<td>Malibu Taupe</td>
</tr>
<tr>
<td>Pueblo Gold</td>
</tr>
<tr>
<td>Rich Earth</td>
</tr>
<tr>
<td>Rosewood</td>
</tr>
<tr>
<td>Sage Green</td>
</tr>
<tr>
<td>Sand Beige</td>
</tr>
<tr>
<td>Sun Bronze</td>
</tr>
<tr>
<td>Toasted Almond</td>
</tr>
<tr>
<td>Western Wheat</td>
</tr>
</tbody>
</table>

**Special roof color**  

**Special wall color**  

**Special trim color**  

**Rock Color**

- Basalt
- Mountain Blend
- Natural Grey
- Romana

**Roof Texture**

- Cedar Shake
- Ribbed Metal

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

- Barnwood
- Horizontal Lap
- Split Face Block
- Board & Batt
- Napa Valley Rock
- River Rock
- Stucco/Skip Trowel
- Brick
- Flagstone

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

**Door Opener**

- Non-locking ADA Handle
- Privacy ADA Latch
- Pull Handle/Push Plate

**Deadbolt**

- Yes

**Accessible Signage**

- Men
- Women
- Unisex

**Toilet Paper Holder**

- 2-Roll Stainless Steel
- 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.
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

---

**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

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<table>
<thead>
<tr>
<th>Precast Roof Slab</th>
</tr>
</thead>
<tbody>
<tr>
<td>#3 Reinforcing Perimeter Bar</td>
</tr>
<tr>
<td>4x4x6 with Welded Wire Fabric</td>
</tr>
<tr>
<td>3/8” Studded Steel Weld Plates</td>
</tr>
<tr>
<td>50/50 PSI Concrete</td>
</tr>
<tr>
<td>Precast Exterior Wall Panel</td>
</tr>
<tr>
<td>Precast Floor Slab</td>
</tr>
</tbody>
</table>
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.

DESIGNED TO LOOK GOOD
AND BUILT TO LAST

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

- **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

- **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.

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**CASCADIAN**

**GUNNISON**

**ROCKY MOUNTAIN**

---

**DOUBLE CASCADIAN**

**DOUBLE ROCKY MOUNTAIN**

**TIOGA**

---

Drawings for reference only.
**FLUSH RESTROOMS - SINGLE USER**

**CORTÉZ - 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

**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

**FLUSH RESTROOMS - MULTIUSER**

**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

**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

*Drawings for reference only.*
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**

**GREEN BUILDINGS**

**CONCESSION/RESTROOM BUILDINGS**

**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

**FONTANA - 10’ x 26’**

- Concession building
- 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

**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.*

Contract GS-07F-0602N

Contract #081721-CXT

Contract #21020201

Section F, Item 5.
### SHOWER/RESTROOM BUILDINGS

**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

**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

**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

**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

---

**INTERIORS AND CHASE**

Images of interior and chase sections for each building type.

*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.
TOUGH AS MOTHER NATURE

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.
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.
Section F, Item5.
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](http://www.sourcewell-mn.gov), Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov](https://proportal.sourcewell-mn.gov), Biddingo, Merx, The New York State Contract Reporter [www.nyscr.ny.gov](http://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://proportal.sourcewell-mn.gov](https://proportal.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:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Corresponding Company Name</th>
</tr>
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<tbody>
<tr>
<td>8540527 Canada, Inc.</td>
<td>Intelligent Conservation Systems, Inc.</td>
</tr>
<tr>
<td>Active Deployment Systems, Inc.</td>
<td>Nudigz Contractors, Ltd.</td>
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<td>Apple Specialties</td>
<td>Plumbing &amp; Heating Wholesale</td>
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<td>Preeminent Construction, Inc.</td>
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<td>BTI, Inc.</td>
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<td>Construction Industry Center</td>
<td>Robinson Supply</td>
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<tr>
<td>CXT, Inc.</td>
<td>Romtec, Inc.</td>
</tr>
<tr>
<td>D2S Contractor, Inc.</td>
<td>SNTZR, INC.</td>
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<tr>
<td>Goto Agencies, LTD</td>
<td>Straight Flush Drain Solutions</td>
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<tr>
<td>Green Flush Technologies, LLC</td>
<td>United Site Services</td>
</tr>
<tr>
<td>Hunter Knepsheidlo Company, Inc.</td>
<td>Universal Building Contractors</td>
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<tr>
<td>Integral Contracting, LLC</td>
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</tbody>
</table>
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.

Kim Austin, MBA, CPPB, Procurement Lead Analyst

Stephanie Haataja, CPIM, Procurement Analyst

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.

Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer
## Proposal Evaluation

**Restroom and Shower Facility Solutions RFP #081721**

<table>
<thead>
<tr>
<th>Possible Points</th>
<th>8540537 Canada Inc (Comac Corporation Niu Toilet)</th>
<th>Active Deployment Systems INC</th>
<th>CXT Inc</th>
<th>Green Flush Technologies LLC</th>
<th>Public Restroom Company</th>
<th>Romtec, Inc.</th>
<th>United Site Services</th>
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**Rank Order**: 4516237

---

Kim Austin, MBA, CPPB, Procurement Lead Analyst
Michael Muñoz, CPPB, Procurement Analyst
Steff Haataja, CPIM, Procurement Analyst
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**

**Estimate Number:** 145992      **Version:** 1

**Standard Rates:** Labor Additive = 222.97%

**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

**Estimate Good Until:** 10/08/24

### Comments Facility

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**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.

---

**Sunday, October 8, 2023**
CITY OF HUTCHINS, TEXAS

CONSTRUCTION PLANS FOR:

SIDEWALK IMPROVEMENTS AT UPRR AND PALESTINE STREET

MAYOR
MARIO VASQUEZ

MAYOR PRO TEM
STEVE NICHOLS

CITY COUNCIL
BRENDA CAMPBELL
DOMINIC DIDEHANI
RAYMOND ELMORE
DEMARcus ODom

CITY ADMINISTRATOR
JAMES QUIN

DIRECTOR OF PUBLIC WORKS & COMMUNITY DEVELOPMENT
GREG MCCAFFEY, P.E., CFM

April 2023
From CONSTRUCTION & VEGETATION NOTES:

1. Every post and driveway shall be in accordance with the appropriate Local Control Plan (LCP), and other
   Construction Site Notes (CSP) for those activities dismantling, reforested: 1st loss 3 years, or notice of
   final/erection, or for those activities dismantling 3 to more years including these activities within 3 years, or
   5 acres. A copy of this form shall be submitted to the City.

2. The CSP or NSP shall be presented as a construction worksite in the public will for contractors is completed
   and provided to the City. The CWA will ensure that the visual appearance of the construction site is
   consistent with the visual criteria established by the City.

3. No self-stabilizing structures will be installed in any part of the site to be protected by the Contractor.
   A copy of the CSP shall be provided to the City prior to the start of construction.

4. The contractor shall be responsible for maintaining the site and for ensuring that all work is completed
   by the contractor's requirements.

5. The site shall be removed and the site shall be cleared by the contractor.

6. A comprehensive NSP shall be submitted to the City and a copy of the NSP shall be provided to the City
   prior to final acceptance.

From PROTECTION NOTES:

1. Unless shown on the plans to be removed, all trees within the construction area shall be protected during
   construction with temporary fencing or other methods as needed including spraying of foliage and trees.

2. Protection measures shall be taken prior to the start of the work and in the site shall be maintained throughout
   the duration of the project.

3. Planting of trees to provide shade for construction equipment shall take place before construction begins
   or prior to damage to trees by tamping and sawing of trees.

4. It is intended that some temporary tree and shrub stock in the area of protected trees. Temporary fencing
   in these areas is provided. Temporary fencing will be installed outside the site in such a manner as to prevent
   any damage to the area. Temporary fencing will be provided in accordance with local regulations.

5. Any on-site temporary fence shall be removed if not used for the intended purpose. Any on-site temporary
   fence shall be removed within 30 days of initial exposure. Any on-site temporary fence shall be removed
   within 30 days of initial exposure.

6. Any exposure to growth of 4 inches shall be permitted within the temporary fence.

PEDESTRIAN ACCESSIBILITY (IN PUBLIC ROW)

1. All new construction sidewalks, curb ramps and curbs shall be constructed in accordance with the applicable
   standards and codes and accepted by the City for sidewalks and curbs. Each construction contractor shall
   in accordance with "Standards Conditions for Public Rights-Of-Way created by the United States Access Board
   http://www.access board.gov/.

2. Curb ramps shall conform to the City Standard Construction Details.

3. Opaque window surfaces shall be weatherproofed.

4. The contractor shall provide a clear area for the purposes of protection or drainage. A temporary pedestrian
   walk shall be provided when any existing sidewalk is closed due to construction activity.

5. Construction materials shall be kept off crossing sidewalks and consolidated in areas within the City.
   The city shall be maintained as otherwise approved by the City.

From PAVING NOTES:

1. All concrete for all streets shall be in accordance with NCTODG "C" concrete (C25) or concrete
   compressive strength in 28 days for the concrete. NCTODG "C" concrete (C25) or concrete
   compressive strength in 28 days for the concrete.

2. Reinforcing steel shall be placed in accordance with No. 3 or No. 13 inch section of No. 2 bars on 24 inch centers.
   Reinforcing steel shall be placed in accordance with ASTM A615 (150 Mpa) or equivalent.

3. All concrete shall be placed in compliance with (100%) Receiving steel shall be set so as to provide
   for the maximum 5000 psi.

4. Expansion joints shall be spaced every 200 feet at all intersections. All joints shall be a minimum of
   2 inches wide per expansion joint.

5. Several traveling Vietnam veterans shall be spaced every 20 feet on an average 3 inches or wider and every 15
   feet on an average 3 inches or wider. Several Vietnam veterans shall be spaced every 20 feet on an average
   3 inches or wider. Several Vietnam veterans shall be spaced every 20 feet on an average 3 inches or wider.

6. Subgrade and/or pavement shall be in accordance with the standards and codes accepted by the City.
   Subgrade and/or pavement shall be in accordance with the standards and codes accepted by the City.
   Subgrade and/or pavement shall be in accordance with the standards and codes accepted by the City.

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
1505 Alliance Place 6th Floor
Dallas, Texas 75201
214-692-7080

CITY OF HUTCHINS, TEXAS
SOUNDWALL IMPROVEMENTS AT UPRR AND PALESTINE STREET
CITY OF HUTCHINS - GENERAL NOTES 02
SHC PROJECT NO. 2023-106
April 2023
SHEET NO. 46

REVISED 4/26/23 - Jan 0580
H:\Projects\Hutchins\2023-06 Soundwall Projects and UPRR\UPRR\Hutchins\2023-06 General Notes
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
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

VIA FEDERAL EXPRESS

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,

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

cc: Ceson 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

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
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
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.

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Nominating City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brett Franks</td>
<td>City of Sachse</td>
</tr>
<tr>
<td>Carrie F. Gordon</td>
<td>City of Balch Springs</td>
</tr>
<tr>
<td>Michael Hurtt</td>
<td>City of Seagoville, City of Carrollton</td>
</tr>
<tr>
<td>Mark Jones</td>
<td>City of Desoto</td>
</tr>
<tr>
<td>Terry Lynne</td>
<td>City of Farmers Branch</td>
</tr>
<tr>
<td>Steve Nichols</td>
<td>City of Hutchins</td>
</tr>
</tbody>
</table>

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. [Partnersing]

- 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. Rotted 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@br.rr.com

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, Vvestry 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 Manager, Southeast United States, responsible for station sales and marketing efforts from Washington, D.C. to Florida for KKDA AM & FM, KRLB 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 Bonneville Meritons 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.
RESOLUTION NO. __________

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:

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Nominating City</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Brett Franks: City of Sachse</td>
</tr>
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<td>Carrie F. Gordon: City of Balch Springs</td>
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<td>Steve Nichols: City of Hutchins</td>
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</tbody>
</table>

(Neuston one only)

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

__________________________
CITY SECRETARY

__________________________
SEAL
CITY OF HUTCHINS
RESOLUTION NO. R2023-1157


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)

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Nominating City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brett Franks:</td>
<td>City of Sachse</td>
</tr>
<tr>
<td>Carrie F. Gordon:</td>
<td>City of Balch Springs</td>
</tr>
<tr>
<td>Michael Hurtt:</td>
<td>City of Seagoville, City of Carrollton</td>
</tr>
<tr>
<td>Mark Jones:</td>
<td>City of Desoto</td>
</tr>
<tr>
<td>Terry Lynne:</td>
<td>City of Farmers Branch</td>
</tr>
<tr>
<td>Steve Nichols:</td>
<td>City of Hutchins</td>
</tr>
</tbody>
</table>

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
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 Order (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 performed 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 the 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
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 17th day of October, 2023.

HALFF ASSOCIATES, INC.

By: Samuel Amoako-Atta
Signature
Printed Name: GIS Team Leader
Title: 10/17/2023
Date

CLIENT: CITY OF HUTCHINS, TEXAS

By:                        
Signature

Printed Name
Title
Date
EXHIBIT ‘A’

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 obtain 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

<table>
<thead>
<tr>
<th>Task ID</th>
<th>Task Name</th>
<th>Description</th>
<th>Estimated Cost</th>
</tr>
</thead>
</table>
| 1       | Public Safety GIS Set Up and Data Updates| • 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 | • Develop public safety informational web map layers and web maps per City’s guidance            | $4,400.00     |
| 3       | QAQC                                    | • QAQC GIS data and web maps.                                                                   | $2,200.00     |
| 5       | Miscellaneous GIS Service               | • 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 unit pricing 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

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Service Description</th>
<th>Unit of Issue</th>
<th>DIR Customer Price EACH/Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>GIS Analyst</td>
<td>GIS Services</td>
<td>Hourly</td>
<td>$92.69</td>
</tr>
<tr>
<td>Advanced GIS Analyst</td>
<td>GIS Services</td>
<td>Hourly</td>
<td>$139.04</td>
</tr>
<tr>
<td>Geospatial Analyst</td>
<td>GIS Services</td>
<td>Hourly</td>
<td>$101.96</td>
</tr>
<tr>
<td>Advanced Geospatial Analyst</td>
<td>GIS Services</td>
<td>Hourly</td>
<td>$120.50</td>
</tr>
<tr>
<td>UAS Pilot</td>
<td>GIS Services</td>
<td>Hourly</td>
<td>$148.30</td>
</tr>
<tr>
<td>Geospatial Manager</td>
<td>GIS Services</td>
<td>Hourly</td>
<td>$203.92</td>
</tr>
<tr>
<td>UAS Photogrammetry</td>
<td>Geospatial Mobilization Service</td>
<td>Daily</td>
<td>$556.14</td>
</tr>
<tr>
<td>UAS LiDAR</td>
<td>Geospatial Mobilization Service</td>
<td>Daily</td>
<td>$4,634.50</td>
</tr>
<tr>
<td>Terrestrial LiDAR</td>
<td>Geospatial Mobilization Service</td>
<td>Daily</td>
<td>$787.87</td>
</tr>
<tr>
<td>Mobile LiDAR</td>
<td>Geospatial Mobilization Service</td>
<td>Daily</td>
<td>$7,415.20</td>
</tr>
</tbody>
</table>
EXHIBIT ‘A1’
Task Order 01 – Scope of Services
City of Hutchins
Public Safety GIS Data Development

<table>
<thead>
<tr>
<th>Scope of Services:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Update existing GIS data</td>
</tr>
<tr>
<td>2. Develop new public safety GIS data</td>
</tr>
<tr>
<td>3. Develop web maps displaying public safety features</td>
</tr>
</tbody>
</table>

* See Exhibit A, Item B for details of the Scope of Services

<table>
<thead>
<tr>
<th>Deliverables:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Public safety GIS data and web map</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Items Furnished by City:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Existing GIS data from Computer Aided Dispatch system</td>
</tr>
<tr>
<td>2. Public safety data and information such as crime, file calls, traffic accidents, etc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Schedule:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. GIS database development will be completed within 90 business days of notice to proceed.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fee Schedule:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total.................................................................$37,400.00</td>
</tr>
</tbody>
</table>
### EXHIBIT ‘A2’
**Task Order 00 – Scope of Services**
**City of Hutchins**
**Miscellaneous GIS Services**

| Scope of Services: | 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  

* See Exhibit A, Item C for details of the Scope of Services

| Deliverables: | 1. Per various requests |
| Schedule:     | 1. GIS service per request will be completed within 30 business days of notice to proceed. |
| Items Furnished by City: | 1. Per various requests |
| Fee Schedule: | Compensation will be paid at the hourly rates |

* See Exhibit A, Item G for Rate Schedule
### EXHIBIT ‘B’ – Unit Pricing Schedule (Direct Costs)

**Halff Standard Unit Pricing Schedule (as of March 2022)**

<table>
<thead>
<tr>
<th>Unit Code</th>
<th>Unit Description</th>
<th>Unit of Measure</th>
<th>$ per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLTCSF</td>
<td>Plots – Color – Sq Ft</td>
<td>Per Sq Ft</td>
<td>$2.50</td>
</tr>
<tr>
<td>PLTBSF</td>
<td>Plots – B&amp;W – Sq Ft</td>
<td>Per Sq Ft</td>
<td>$1.00</td>
</tr>
<tr>
<td>FCMNT</td>
<td>Foam Core Mount</td>
<td>Per Sq Ft</td>
<td>$4.00</td>
</tr>
<tr>
<td><strong>Reproduction</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DELIV1</td>
<td>Delivery / Courier In Area</td>
<td>Per Delivery</td>
<td>$15.00</td>
</tr>
<tr>
<td>DELIV2</td>
<td>Delivery / Courier Out of Area</td>
<td>Per Delivery</td>
<td>$40.00</td>
</tr>
<tr>
<td>EMILES</td>
<td>Unit Based Miles for Expense</td>
<td>Per Mile</td>
<td>*Current Federal Rate</td>
</tr>
</tbody>
</table>

---

*Section F, Item 9.*
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
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 proprietary 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 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 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, WHICHERER 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.
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.

By: __________________________
   Signature
   
   Samuel Amoako-Atta
   Printed Name
   GIS Team Leader
   Title
   10/17/2023
   Date

CLIENT: CITY OF HUTCHINS, Texas

By: __________________________
   Signature
   
   __________________________
   Printed Name
   
   __________________________
   Title
   
   __________________________
   Date

Section F, Item 10.
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.
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 the rate 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.
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.
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

Section F, Item 11.
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

Section F, Item 12.
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:

<table>
<thead>
<tr>
<th>Procedure Description</th>
<th>Additional Comments</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced life support, Level 1, per trip and per patient</td>
<td>Fee includes ALSI supplies</td>
<td>$1,250.00 $1,600.00</td>
</tr>
<tr>
<td>Advanced life support, Level 2, per trip and per patient</td>
<td>Fee includes ALS2 supplies</td>
<td>$1,500.00 $1,800.00</td>
</tr>
<tr>
<td>Ambulance mileage</td>
<td>Loaded Milage</td>
<td>$15.00   $24.00</td>
</tr>
<tr>
<td>Basic life support, per trip and per patient</td>
<td>Fee includes BLS</td>
<td>$1,000.00 $1,400.00</td>
</tr>
<tr>
<td>Oxygen administration</td>
<td>Any level</td>
<td>$50.00   $150.00</td>
</tr>
</tbody>
</table>

ADD

<table>
<thead>
<tr>
<th>Procedure</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALS Disp</td>
<td>$400.00</td>
</tr>
<tr>
<td>BLS Disp</td>
<td>$300.00</td>
</tr>
<tr>
<td>TNT</td>
<td>$175.00</td>
</tr>
</tbody>
</table>

...
§ A6.003 Food service permit fee.

Food service establishment operators permit: $175.00  $250.00

ADD:
Food establishment reinspect/reopening fee: $125.00

\[\ldots\]

ARTICLE A13.000
UTILITIES

\[\ldots\]

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:

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Box and Setting</th>
<th>Tap Charge</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8”–3/4”</td>
<td>$200.00 $220.00</td>
<td>$500.00 $550.00</td>
<td>$700.00 $770.00 + Cost of Meter + Impact Fees</td>
</tr>
<tr>
<td>1” service</td>
<td>$300.00 $330.00</td>
<td>$675.00 $753.00</td>
<td>$975.00 $1,083.00 + Cost of Meter + Impact Fees</td>
</tr>
<tr>
<td>1-1/2” service</td>
<td>$500.00 $610.00</td>
<td>$750.00 $833.00</td>
<td>$1,250.00 $1,443.00 + Cost of Meter + Impact Fees</td>
</tr>
<tr>
<td>2” service</td>
<td>$750.00 $863.00</td>
<td>$1,000.00 $1,150.00</td>
<td>$1,750.00 $2,013.00 + Cost of Meter + Impact Fees</td>
</tr>
</tbody>
</table>

\[\ldots\]

(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:

<table>
<thead>
<tr>
<th>Size</th>
<th>Charge</th>
<th>Impact Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>4&quot; lateral</td>
<td>$750.00</td>
<td>$900.00 + Impact Fees</td>
</tr>
<tr>
<td>6&quot; lateral</td>
<td>$900.00</td>
<td>$1,050.00 + Impact Fees</td>
</tr>
<tr>
<td>8&quot; lateral</td>
<td>$1,050.00</td>
<td>$1,200.00 + Impact Fees</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Type</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete paving</td>
<td>$266.00 per linear foot</td>
</tr>
<tr>
<td>Asphalt paving</td>
<td>$100.00 per linear foot</td>
</tr>
<tr>
<td>Gavel or shall paving</td>
<td>$60.00 per linear foot</td>
</tr>
</tbody>
</table>

§ A13.094  **Water meter deposits.**

Each residential water consumer shall put up seventy-five dollars ($75.00) 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

"..."
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.


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
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

<table>
<thead>
<tr>
<th>ACCOUNT #</th>
<th>ACCOUNT NAME</th>
<th>DESCRIPTION</th>
<th>2023/2024 Request</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>GIS Services</td>
<td>55,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rebranding</td>
<td>75,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL</td>
<td>130,000</td>
</tr>
</tbody>
</table>

### POLICE DEPARTMENT

<table>
<thead>
<tr>
<th>ACCOUNT #</th>
<th>ACCOUNT NAME</th>
<th>DESCRIPTION</th>
<th>2023/2024 Request</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Jail Camera Upgrades - Evidence Library Storage</td>
<td>30,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Security Proposal Alarm</td>
<td>20,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Jail Camera Upgrades</td>
<td>11,440</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Drone</td>
<td>15,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SUV Tahoe (3)</td>
<td>210,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL</td>
<td>286,440</td>
</tr>
</tbody>
</table>

### FIRE DEPARTMENT

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

### PUBLIC WORKS

<table>
<thead>
<tr>
<th>ACCOUNT #</th>
<th>ACCOUNT NAME</th>
<th>DESCRIPTION</th>
<th>2023/2024 Request</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Engineering Cost</td>
<td>300,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Design &amp; Other Professional Service</td>
<td>200,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL</td>
<td>500,000</td>
</tr>
</tbody>
</table>

### BUILDING INSPECTIONS

<table>
<thead>
<tr>
<th>ACCOUNT #</th>
<th>ACCOUNT NAME</th>
<th>DESCRIPTION</th>
<th>2023/2024 Request</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Bldg. Inspection Truck &amp; Other</td>
<td>100,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL</td>
<td>100,000</td>
</tr>
</tbody>
</table>

### ESTIMATED EXPENDITURES RELATED TO OTHER TAX EXEMPT PROJECTS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jail Camera Upgrades - Evidence Library Storage</td>
<td>30,000</td>
</tr>
<tr>
<td>Security Proposal Alarm</td>
<td>20,000</td>
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<tr>
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<td>SUV Tahoe (3)</td>
<td>210,000</td>
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<td>6,890</td>
</tr>
<tr>
<td>Engineering Cost</td>
<td>300,000</td>
</tr>
<tr>
<td>Design &amp; Other Professional Service</td>
<td>200,000</td>
</tr>
<tr>
<td>Bldg. Inspection Truck &amp; Other</td>
<td>100,000</td>
</tr>
</tbody>
</table>

### TOTAL MUNICIPAL IMPROVEMENT FUND

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>3,000,000</td>
</tr>
</tbody>
</table>

City of Hutchins
Resolution R2023-1160

Page 2
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 a new 2023 Ford Explorer from Chastang Ford at the quoted bid 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 a new 2024 Chevy Silverado from Lake Country Chevrolet at the quoted bid 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
Staff Recommendation

Supporting Documentation and Attachments
### Base Vehicle

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>K7B</td>
<td>Base Vehicle Price (K7B)</td>
<td>$36,760.00</td>
</tr>
</tbody>
</table>

### Packages

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>100A</td>
<td>Equipment Group 100A</td>
<td>N/C</td>
</tr>
</tbody>
</table>

- 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/](https://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](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](http://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](http://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

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>99H</td>
<td>Engine: 2.3L EcoBoost I-4</td>
<td>Included</td>
</tr>
</tbody>
</table>

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2024 Explorer 4dr 4x2 Base (K7B)

Price Level: 415 | Quote ID: HUTCH24K7B

As Configured Vehicle (cont'd)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>44T</td>
<td>Transmission: 10-Speed Automatic</td>
<td>Included</td>
</tr>
<tr>
<td>STDAX</td>
<td>3.58 Non-Limited-Slip Rear Axle Ratio</td>
<td>Included</td>
</tr>
<tr>
<td>STDGV</td>
<td>GVWR: TBD</td>
<td>Included</td>
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</table>

Wheels & Tires

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>STDTR</td>
<td>Tires: P255/65R18 AS BSW</td>
<td>Included</td>
</tr>
<tr>
<td>STDWL</td>
<td>Wheels: 18&quot; 5-Spoke Silver-Painted Aluminum</td>
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</tbody>
</table>

Seats & Seat Trim

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Cloth Captain's Chairs</td>
<td>Included</td>
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</table>

Other Options

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
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</thead>
<tbody>
<tr>
<td>PAINT</td>
<td>Monotone Paint Application</td>
<td>STD</td>
</tr>
<tr>
<td>119WB</td>
<td>119.1&quot; Wheelbase</td>
<td>STD</td>
</tr>
<tr>
<td>STDRD</td>
<td>Radio: AM/FM Stereo</td>
<td>Included</td>
</tr>
</tbody>
</table>

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. 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.

Includes:
- FordPass Connect

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### As Configured Vehicle (cont'd)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>16A</td>
<td>Front &amp; Second Row Floor Liners (16A)</td>
<td>$160.00</td>
</tr>
<tr>
<td>425</td>
<td>50 State Emissions System</td>
<td>STD</td>
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</table>

#### Emissions

- 425

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
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</thead>
<tbody>
<tr>
<td>7N_01</td>
<td>Sandstone w/Cloth Captain's Chairs</td>
<td>N/C</td>
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</tbody>
</table>

#### Fleet Options

- 7N_01

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
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</thead>
<tbody>
<tr>
<td>YZ_02</td>
<td>Oxford White</td>
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</table>

#### Upfit Options

- Buy Board

<table>
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<th>Code</th>
<th>Description</th>
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<tr>
<td>001-19</td>
<td>Buy Board Fee</td>
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- cd fee 2

<table>
<thead>
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<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>002</td>
<td>Courtesy Delivery Fee</td>
<td>$350.00</td>
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</table>

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2024 Explorer 4dr 4x2 Base (K7B)

Pricing Summary - Single Vehicle

**Vehicle Pricing**

<table>
<thead>
<tr>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Vehicle Price</td>
<td>$36,760.00</td>
</tr>
<tr>
<td>Options</td>
<td>$160.00</td>
</tr>
<tr>
<td>Colors</td>
<td>$0.00</td>
</tr>
<tr>
<td>Upfitting</td>
<td>$750.00</td>
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<tr>
<td>Fleet Discount</td>
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<tr>
<td>Fuel Charge</td>
<td>$0.00</td>
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<tr>
<td>Destination Charge</td>
<td>$1,595.00</td>
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**Subtotal**

$39,265.00

**Pre-Tax Adjustments**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 flt</td>
<td>DISCOUNT AND CONCESSION</td>
<td>-$1,777.00</td>
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</tbody>
</table>

**Total**

$37,488.00

---

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---

Prepared by: Ed Miller
11/06/2023
Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

Customer Signature

Acceptance Date
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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2024 Explorer 4dr 4x2 Base (K7B)

Price Level: 415 | Quote ID: HUTCH24K7B

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

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
2024 Explorer 4dr 4x2 Base (K7B)
Price Level: 415 | Quote ID: HUTCH24K7B

Selected Equip & Specs (cont'd)

- Retained accessory power
- Trip computer
- PRND in IP
- Over the air updates
- 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
- Full floor coverage
- Cloth rear seat upholstery
- Manual tilting steering wheel
- Urethane steering wheel

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
- PRND in IP
- Over the air updates

- Rubber front and rear floor mats
- Carpet rear seatback upholstery
- Carpet third-row seatback upholstery
- Manual telescopic steering wheel
- 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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2024 Explorer 4dr 4x2 Base (K7B)

Price Level: 415 | Quote ID: HUTCH24K7B

Selected Equip & Specs (cont'd)

- Standard grade speakers
- SYNC 3 voice activated audio controls
- Bluetooth wireless audio streaming
- 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

Lighting, Visibility and Instrumentation

- Standard grade speakers
- SYNC 3 voice activated audio controls
- Bluetooth wireless audio streaming
- 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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**2024 Explorer 4dr 4x2 Base (K7B)**

**Price Level:** 415  |  **Quote ID:** HUTCH24K7B

### 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.

#### Trailering Weights
Conventional capacity ...................... 5,300 lbs.

#### Off Road
- Min ground clearance .................. 8.2"
- Approach angle ......................... 20.1

#### 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"
- Loading floor height ............ 32.8"
- Departure angle ................. 22.0"

#### Interior Measurements
- Interior rear cargo volume .......... 18.2 cu.ft.
- Max interior rear cargo volume .... 87.8 cu.ft.
- Interior cargo area height ...... 32.8"
- Interior cargo length .......... 83.9"
- Interior cargo area min width .... 48.1"
- Interior cargo area max width ... 59.0"
- Interior cargo volume with seats folded . 47.9 cu.ft.
- Length to rear seat ............... 49.8"
- Length to 3rd row seat ........... 20.8"

#### Interior Volume
- Total passenger volume ........... 152.7 cu.ft.

#### Headroom
- Headroom first-row ............... 40.7"
- Headroom second-row .......... 40.5"
- Headroom third-row .......... 38.9"

#### Legroom
- Leg room first-row .......... 43.0"
- Leg room second-row .......... 39.0"

---

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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)

<table>
<thead>
<tr>
<th>Feature</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leg room third-row</td>
<td>32.2&quot;</td>
</tr>
</tbody>
</table>

**Shoulder Room**

<table>
<thead>
<tr>
<th>Feature</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shoulder room first-row</td>
<td>61.8&quot;</td>
</tr>
<tr>
<td>Shoulder room third-row</td>
<td>54.6&quot;</td>
</tr>
</tbody>
</table>

**Hip Room**

<table>
<thead>
<tr>
<th>Feature</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hip room first-row</td>
<td>59.2&quot;</td>
</tr>
<tr>
<td>Hip room third-row</td>
<td>40.9&quot;</td>
</tr>
</tbody>
</table>

**Hip room second-row | 59.1" | Shoulder room second-row | 61.9" |

**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 Specs**

<table>
<thead>
<tr>
<th>Feature</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Displacement</td>
<td>2.3L</td>
</tr>
<tr>
<td>Bore</td>
<td>3.44&quot;</td>
</tr>
<tr>
<td>Compression</td>
<td>10.0</td>
</tr>
<tr>
<td>SAEJ1349</td>
<td>140 cu.in.</td>
</tr>
<tr>
<td>Stroke</td>
<td>3.7&quot;</td>
</tr>
<tr>
<td>Torque</td>
<td>310 lb.-ft.@3500 RPM</td>
</tr>
</tbody>
</table>

**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: None

**Engine Extras**

- Radiator: Start-stop engine
- Driver selectable drivetrain mode: Auto stop-start engine

**Transmission**

- Transmission: 10-speed automatic
- Transmission electronic control: None

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2024 Explorer 4dr 4x2 Base (K7B)
Price Level: 415 | Quote ID: HUTC24K7B

Selected Equip & Specs (cont'd)

<table>
<thead>
<tr>
<th>Gear Ratio</th>
<th>First gear ratio</th>
<th>Second gear ratio</th>
<th>Third gear ratio</th>
<th>Fourth gear ratio</th>
<th>Fifth gear ratio</th>
<th>Sixth gear ratio</th>
<th>Seventh gear ratio</th>
<th>Eighth gear ratio</th>
<th>Ninth gear ratio</th>
<th>Tenth gear ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overdrive transmission</td>
<td>4.714</td>
<td>2.997</td>
<td>2.149</td>
<td>1.769</td>
<td>1.521</td>
<td>1.275</td>
<td>1</td>
<td>0.853</td>
<td>0.689</td>
<td>0.636</td>
</tr>
<tr>
<td>Reverse gear ratio</td>
<td>4.885</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lock-up transmission</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Selectable mode transmission</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 city: 21 mpg
Fuel economy (city/highway/combined): 21 mpg/28 mpg/24 mpg
Fuel economy combined: 24 mpg
Fuel economy highway: 28 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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2024 Explorer 4dr 4x2 Base (K7B)

Price Level: 415 | Quote ID: HUTCH24K7B

Selected Equip & Specs (cont'd)

Suspension and Handling

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

**Driveability**

**Brakes**
- 4-wheel disc brakes
- Four channel ABS brakes
- 4-wheel antilock (ABS) brakes

**Brake Assistance**
- Hill start assist
- Front anti-roll bar
- Strut front suspension
- Brake assist system
- Electronic parking brake
- Four channel ABS brakes
- Electronic parking brake
- Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system

**Front Suspension**
- Regular front springs
- Rear anti-roll bar
- Suspension ride type front: Independent rear suspension
- Suspension ride type front: Regular grade rear springs

**Rear Spring**
- Rear coil springs
- Suspension type rear: Multi-link rear suspension
- Front coil springs

**Steering**
- Electric power-assist steering system
- Speed sensitive steering
- Speed sensitive power steering
- Driver selectable steering effort
- 2-wheel steering system
- Rack-pinion steering
- Driver selectable steering effort

---

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Selected Equip & Specs (cont'd)

**Exterior**

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Front Wheels</strong></td>
<td></td>
</tr>
<tr>
<td>Front wheels diameter</td>
<td>18&quot;</td>
</tr>
<tr>
<td>Front wheels width</td>
<td>7.5&quot;</td>
</tr>
<tr>
<td><strong>Rear Wheels</strong></td>
<td></td>
</tr>
<tr>
<td>Rear wheels diameter</td>
<td>18&quot;</td>
</tr>
<tr>
<td>Rear wheels width</td>
<td>7.5&quot;</td>
</tr>
<tr>
<td><strong>Front And Rear Wheels</strong></td>
<td></td>
</tr>
<tr>
<td>Appearance</td>
<td>silver</td>
</tr>
<tr>
<td>Material</td>
<td>aluminum</td>
</tr>
<tr>
<td><strong>Front Tires</strong></td>
<td></td>
</tr>
<tr>
<td>Aspect</td>
<td>65</td>
</tr>
<tr>
<td>Sidewalls</td>
<td>BSW</td>
</tr>
<tr>
<td>Tread</td>
<td>AS</td>
</tr>
<tr>
<td>Width</td>
<td>255mm</td>
</tr>
<tr>
<td><strong>Rear Tires</strong></td>
<td></td>
</tr>
<tr>
<td>Aspect</td>
<td>65</td>
</tr>
<tr>
<td>Sidewalls</td>
<td>BSW</td>
</tr>
<tr>
<td>Tread</td>
<td>AS</td>
</tr>
<tr>
<td>Width</td>
<td>255mm</td>
</tr>
</tbody>
</table>

**Body Exterior**

- **Trailering**
  - Towing trailer sway
  - Trailer sway control
  - 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

---

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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: Keyfob activated door locks
- Tailgate control: Power tailgate/rear door lock

**Cruise Control**
- Cruise control: Cruise control with steering wheel mounted controls

**Key Fob Controls**
- Keyfob cargo controls
- Keyfob trunk control

**Rear View Mirror**
- Day/Night rearview mirror
- Day/Night rearview mirror

**Exterior Mirrors**
- Door mirrors: Power door mirrors
- Front side windows: Power first-row windows
- Door mirrors: Power door mirrors
- Folding door mirrors: Manual folding door mirrors

**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**
- Driver visor mirror: Visor illuminated driver mirror
- Driver visor expandable coverage: Illuminated driver visor mirror

**Passenger Visor**
- Passenger visor mirror: Visor illuminated passenger mirror
- Passenger visor expandable coverage: Illuminated passenger visor mirror
- Visor passenger expandable coverage: Visor passenger with expandable coverage

Section F, Item 14.

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2024 Explorer 4dr 4x2 Base (K7B)

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Selected Equip & Specs (cont’d)

Power Outlets
12V power outlets .................. 5 12V power outlets

Cargo Features
Trunk hatch ..................... Trunk/hatch auto-latching Cargo tie downs .............. Cargo area tie downs
Cargo light ........................... Cargo area light Concealed cargo storage Cargo area concealed storage

Cargo Trim
Cargo floor type ............... Carpet cargo area floor Cargo area trim
Cabinet trim

Pedals
Driver foot rest .................. Driver foot rest
Remote Releases
Cargo access .................. Power cargo area access release
Power cargo area access release

Rear Windshield
Rear window defroster .... Rear window defroster Fixed rear windshield
Rear windshield wipers .... Fixed interval rear windshield wipers Heated rear windshield park

Storage
Door bins front .................. Driver and passenger door bins Door bins rear .................. Rear door bins
Driver and passenger door bins 10 beverage holders Beverage holders rear Rear beverage holders
Beverage holders rear Rear beverage holders
Seatback storage pockets ........ 2 seatback storage pockets 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 PRND in IP ............... PRND in IP
Accessory power .......... Retained accessory power Over the air updates ........ Over the air updates

Comfort

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## Selected Equip & Specs (cont'd)

### Climate Control
- Climate control
- Automatic climate control
- Dual-zone front climate control
- Rear climate control system with separate controls
- Rear under seat climate control ducts

### Headliner
- Headliner material: Cloth headliner material

### Door Trim
- Door trim insert: Cloth door trim insert

### Floor Trim
- Floor covering: Full carpet floor covering
- *Floor mats Rubber front and rear floor mats*

### Second-Row Seat Trim
- Rear seat upholstery: Cloth rear seat upholstery

### Third-Row Seat Trim
- Third-row seat upholstery: Cloth rear seat upholstery

### Steering Wheel
- Steering wheel telescopic: Manual telescopic steering wheel
- Steering wheel tilt: Manual tilting steering wheel

### Seats and Trim

<table>
<thead>
<tr>
<th>Section F, Item14.</th>
<th></th>
</tr>
</thead>
<tbody>
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<td>Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.</td>
<td></td>
</tr>
<tr>
<td><strong>2024 Explorer 4dr 4x2 Base (K7B)</strong></td>
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</tr>
<tr>
<td><strong>Price Level:</strong> 415</td>
<td><strong>Quote ID:</strong> HUTCH24K7B</td>
</tr>
</tbody>
</table>

### Preparers
- Prepared by: Ed Miller
- 11/06/2023
- Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

<table>
<thead>
<tr>
<th>Selected Equip &amp; Specs (cont'd)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Climate Control</strong></td>
<td></td>
</tr>
<tr>
<td>Climate control</td>
<td>Automatic climate control</td>
</tr>
<tr>
<td>Dual-zone front climate control</td>
<td>Dual-zone front climate control</td>
</tr>
<tr>
<td>Rear climate control system with separate controls</td>
<td>Rear climate control system with separate controls</td>
</tr>
<tr>
<td>Rear under seat climate control ducts</td>
<td>Rear under seat climate control ducts</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Headliner</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Headliner material</td>
<td>Cloth headliner material</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Door Trim</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Door trim insert</td>
<td>Cloth door trim insert</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Floor Trim</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Floor covering</td>
<td>Full carpet floor covering</td>
</tr>
<tr>
<td><em>Floor mats Rubber front and rear floor mats</em></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Second-Row Seat Trim</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rear seat upholstery</td>
<td>Cloth rear seat upholstery</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Third-Row Seat Trim</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Third-row seat upholstery</td>
<td>Cloth third-row seat upholstery</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Steering Wheel</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Steering wheel telescopic</td>
<td>Manual telescopic steering wheel</td>
</tr>
<tr>
<td>Steering wheel tilt</td>
<td>Manual tilting steering wheel</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Seats and Trim</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Seat Capacity</strong></td>
<td></td>
</tr>
<tr>
<td>Seating capacity</td>
<td>7</td>
</tr>
<tr>
<td><strong>Front Seats</strong></td>
<td></td>
</tr>
<tr>
<td>Driver seat direction</td>
<td>Driver seat with 8-way directional controls</td>
</tr>
<tr>
<td>Height adjustable driver seat</td>
<td>Power height adjustable driver seat</td>
</tr>
</tbody>
</table>

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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

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

Front Seat Trim

Front seat upholstery Cloth front seat 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

Interior Accents

Interior accents Chrome and metal-look interior accents

Console Trim

Console insert material Piano black console insert

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 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 seatback upholstery Cloth front seatback upholstery

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

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2024 Explorer 4dr 4x2 Base (K7B)

Price Level: 415  |  Quote ID: HUTCH24K7B

Selected Equip & Specs (cont'd)

### Entertainment Features

**LCD Displays**
- Primary touchscreen display
- LCD primary display size: 8 inch primary LCD display

**Radio Features**
- Internal storage capability
- Seek scan

**Speakers**
- Standard grade speakers

**Audio Features**
- Steering mounted audio control
- Voice activated audio controls
- SYNC 3 voice activated audio controls

### Lighting, Visibility and Instrumentation

**Instrument Panel Trim**
- Piano black and metal-look instrument panel insert

**Instrumentation**
- Trip odometer
- Speed sensitive volume
- Voice activated audio controls
- Wireless streaming

**Instrumentation Displays**
- Temperature display
- Exterior temperature display
- Clock
- In-radio display clock
- Eco feedback
- ECO feedback display gauge
- Instrumentation display
- Analog instrumentation display
- Driver information center
- Compass
- 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: HUTCHE24K7B

Selected Equip & Specs (cont'd)

**Instrumentation Warnings**
- Engine temperature warning
- Low fuel warning
- Low brake fluid warning
- Headlights on reminder
- Bulb warning
- Trunk warning
- Low tire pressure warning

**Glass**
- Tinted windows

**Headlights**
- Headlights LED low and high beam headlights
- Auto headlights
- Delay off headlights
- DRL preference setting

**Front Windshield**
- Wipers
- Variable intermittent front windshield wipers

**Interior Lighting**
- Variable panel light
- Rear reading lights

**Lights**
- Running lights
- LED brake lights
- LED daytime running lights

**Technology and Telematics**

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## Selected Equip & Specs (cont'd)

### Connectivity
- Handsfree: Bluetooth handsfree wireless device connectivity
- Emergency SOS: SYNC 3 911 Assist emergency SOS system via mobile device
- Internet access: FordPass Connect 4G mobile hotspot internet access
- 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
- Height adjustable seatbelts: Front height adjustable seatbelts
- Seatbelt pretensioners number: 2 seatbelt pretensioners
- Remote panic alarm: Remote panic alarm
- Immobilizer: SecuriLock immobilizer
- Lane departure: Lane Keeping Alert
- Forward collision warning: 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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## Selected Equip & Specs (cont'd)

<table>
<thead>
<tr>
<th>Feature</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distance alert</td>
<td>Following distance alert</td>
</tr>
<tr>
<td><strong>Cameras</strong></td>
<td></td>
</tr>
<tr>
<td>Rear camera</td>
<td>Rear camera with washer</td>
</tr>
<tr>
<td><strong>Traction Control</strong></td>
<td></td>
</tr>
<tr>
<td>Electronic stability</td>
<td>Traction Control</td>
</tr>
<tr>
<td>control</td>
<td>AdvanceTrac w/Roll</td>
</tr>
<tr>
<td>Stability Control</td>
<td>Electronic stability control</td>
</tr>
<tr>
<td>system with anti-roll</td>
<td></td>
</tr>
<tr>
<td><strong>Parking Sensors</strong></td>
<td></td>
</tr>
<tr>
<td>Parking sensors</td>
<td>Reverse Sensing System</td>
</tr>
<tr>
<td></td>
<td>rear parking sensors</td>
</tr>
<tr>
<td><strong>Occupant Safety</strong></td>
<td></td>
</tr>
<tr>
<td>Child door locks</td>
<td>Manual rear child safety door locks</td>
</tr>
</tbody>
</table>

**Note:** Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.
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

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
**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  
Contact: TIM RAWLINGS  
Email: trawlings@cityofhutchins.org  
Product Description: SILVERADO 1500 CC  
Prepared by: RICK BROWN  
Phone: 409.659.1555  
Email: RBROWN SILSBEEFLEET@GMAI  
Date: August 24, 2023

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

B. **Factory Options**

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

Total of B. Published Options: $3,885.00

Published Option Discount (5%) $ (194.25)

C.  

<table>
<thead>
<tr>
<th>Description</th>
<th>Bid Price</th>
<th>Options</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

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
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
Contact: TIM RAWLINGS
Email: trawlings@cityofhutchins.org
Product Description: SILVERADO 1500 CC

Prepared by: RICK BROWN
Phone: 409.659.1555
Email: RBROWN.SILSBEEFLEET@GMAIL.COM
Date: August 24, 2023

A. Base Price: $43,985.00

B. Factory Options

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<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of B. Published Options: $3,885.00
Published Option Discount (5%) $ (194.25)

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)
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.