



**CITY OF HUTCHINS
CITY COUNCIL MEETING
AGENDA**

**Monday, June 16, 2025 at 6:30 PM
City Hall, 321 N. Main Street**

Pursuant to Section 551 of the Texas Government Code, notice is hereby given of a Regular Meeting of the Hutchins City Council to be held on Monday, June 16, 2025, at 6:30 p.m. at Hutchins City Hall Council Chambers, 321 N. Main Street, Hutchins, Texas, at which time the following items will be discussed and considered.

City Council Members

Mayor Mario Vasquez
Mayor Pro Tem Steve Nichols
Councilmember Brenda Campbell
Councilmember Raymond Elmore
Councilmember Demarcus Odom
Councilmember America Rodriguez

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. INVOCATION AND PLEDGE OF ALLEGIANCE

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

D. 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.*

1. Consider all matters incident and related to approving and authorizing publication and posting of notice of intention to issue certificates of obligation, including the adoption of a Resolution R2025-06-1265 pertaining thereto. Presented by: Jim Sabonis, Hilltop Securities
2. Discuss and consider Resolution R2025-06-1266 for Benefit Renewal Presented by: Karen Steward, HR Director
3. Discuss and consider Resolution R2025-06-1267, Police department replacement vehicle. Presented by Steve Perry, Police Chief
4. Discuss and consider Resolution R2025-06-1268, authorizing the City Administrator to execute a Professional Service Agreement with TurningArt. Presented by Wanda Randle

5. Discuss and consider Resolution R2025-06-1269 authorizing the City Administrator to execute a Professional Service Agreement with D E N N I S F A G A N S Still & Moving Pictures. Presented by Wanda Randle
6. Discuss and consider Resolution R2025-06-1270, MOU between Dallas College and the City of Hutchins. Presented by Steve Perry, Police Chief

E. EXECUTIVE SESSION

7. 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 551.071 (1) Consultation with Attorney regarding Economic Development Agreement for Project Cedar and

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) PROJECT CEDAR. Presented by: Guy Brown HEDC Executive Director

F. RECONVENE INTO REGULAR SESSION

8. Take action, if any, as a result of Executive Session:
 - a. Deliberation regarding Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in §551.087. Deliberation regarding economic development negotiations. Project Cedar

G. ITEMS OF COMMUNITY INTEREST

9. Planning and Zoning Commission Meeting, Monday, June 30, 2025, 6:00 p.m., Hutchins City Hall, 321 N. Main St., Hutchins.

Parks & Recreation Board Meeting, Monday, July 1, 2025, 6:30 pm, Hutchins City Hall, 321 N. Main St., Hutchins.

City Council Meeting, Tuesday, July 8, 2025, 6:30 pm, Hutchins City Hall, 321 N. Main St., Hutchins


Keep Hutchins Beautiful Board Meeting, Tuesday, July 8, 2025, 6:00 p.m., Hutchins Community Center, Hutchins.

City Council Meeting, Monday, July 21, 2025, 6:30 pm, Hutchins City Hall, 321 N. Main St., Hutchins

H. ADJOURN

CERTIFICATION

I certify that a copy of the June 16, 2025, agenda of items to be considered by the Hutchins City Council was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website www.cityofhutchins.org, in accordance with Chapter 551 of the Texas Government Code. Posted on Friday, June 13, 2025, before 6:30 p.m.


Cynthia Olguin
City Secretary



ACCESSIBILITY STATEMENT

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



STAFF REPORT

MEETING DATE: June 16, 2025

MEETING TYPE: City Council

SUBMITTED BY: Maria Joyner

AGENDA CAPTION: Consider all matters incident and related to approving and authorizing publication and posting of notice of intention to issue certificates of obligation, including the adoption of a Resolution R2025-06-1265 pertaining thereto. Presented by: Jim Sabonis, Hilltop Securities

Background Information

This resolution provides a funding notice for debt issuance for the following items:

PROJECTS - SERIES 2025A DEBT

PARKLAND ACQUISITION & IMPROVEMENT	\$ 2,500,000
LIBRARY & REC CENTER	\$ 3,000,000
LIBRARY & REC CENTER FF&E	\$ 1,000,000
CITY EQUIPMENT	
ERP - FINANCIAL SYSTEM	\$ 500,000
AMBULANCE	\$ 275,000
POLICE DEPT VEHICLES & EQUIPMENT	\$ 1,225,000
TOTAL	<u>\$8,500,000</u>

Budget Implications

Because the City has experienced ad valorem property tax value growth of since 2021, there will be no tax increase to residents related to this debt issuance.

Legal Review

The Ordinance was prepared by Bond Counsel.

Staff Recommendation

City Staff recommends approval of the attached Resolution.

Supporting Documentation and Attachments

Resolution R2025-06-1265

Financing Plan

CERTIFICATE FOR RESOLUTION R2025-06-1265

STATE OF TEXAS §
COUNTY OF DALLAS §
CITY OF HUTCHINS §

On the 16th day of June, 2025 the City Council of the City of Hutchins, Texas, convened in a regular meeting at the regular meeting place thereof, the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by Chapter 551, Texas Government Code, as amended; and the roll was called of the duly constituted officers and members of the City Council, which officers and members are as follows: and all of said persons were present except _____, thus constituting a quorum. Whereupon, among other business, a written ordinance bearing the following caption was introduced:

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

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION FOR THE DESIGN, ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN PUBLIC WORKS AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO

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

AYES: ___ NAYS: ___ ABSTENTIONS: ___

That a true, full and correct copy of the Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the City Council’s minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council’s minutes of such meeting pertaining to the adoption of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such

meeting for such purpose; that said meeting was open to the public in compliance with the advisory issued by the Office of the Governor; and that public notice of the date, hour, place and subject of such meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code.

[signature page follows]

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of said City, this the 16th day June, 2025.

City Secretary, City of Hutchins, Texas

[SEAL]

[City's execution page to the Certificate for the Resolution: Notice of Intent to Issue COs]

RESOLUTION NO. R2025-06-1265

STATE OF TEXAS §
COUNTY OF DALLAS §
CITY OF HUTCHINS §

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION FOR THE DESIGN, ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN PUBLIC WORKS AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, the City Council (the “City Council”) of the City of Hutchins, Texas (the “City”), is authorized to issue certificates of obligation to pay contractual obligations to be incurred for (i) the construction of public works, for the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes, and for the payment of contractual obligations for professional services pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended;

WHEREAS, the City Council has determined that it is in the best interests of the City and otherwise desirable to issue the City of Hutchins, Texas Combination Tax and Revenue Certificates of Obligation, Series 2025A, in one or more series, in an aggregate principal amount not to exceed \$6,000,000 (the “Certificates”) for the design, engineering, acquisition and construction of certain public works and the purchase of certain equipment for authorized needs and purposes;

WHEREAS, prior to the issuance of such certificates, the City Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the City, said notice stating (i) the time and place the City Council tentatively proposes to pass the ordinance authorizing the issuance of the Certificates, (ii) the purposes for which the Certificates are to be issued, (iii) the manner in which the City Council proposes to pay the Certificates, (iv) the current principal of all outstanding debt obligations of the City, the combined principal and interest required to pay all outstanding debt obligations of the City on time and in full, the maximum principal amount of the Certificates to be authorized, and the estimated combined principal and interest required to pay the Certificates to be authorized on time and in full, (v) the estimated interest rate for the Certificates to be authorized, and (vi) the maximum maturity date of the Certificates to be authorized; and

WHEREAS, the City Council has been presented with and has examined the proposed form of Notice and finds that the form and substance thereof is satisfactory, and that the recitals and findings contained therein are true, correct and complete.

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

Section 1. Preamble. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. Authorization of Notice. The City Secretary is hereby authorized and directed to execute and deliver the Notice set forth in **Exhibit A** hereto and to publish such Notice on behalf of the City once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication of the Notice to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the Certificates and (ii) posted continuously on the City’s website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the Certificates.

Section 3. Designation of Self-Supporting Securities. For the purposes of the Notice, the City hereby designates as self-supporting those public securities listed in the attached **Exhibit B**, the debt service on which the City currently pays from sources other than ad valorem tax collections. The City plans to continue to pay these public securities based on this practice; however, there is no guarantee this practice will continue in future years.

Section 4. Authorization of Other Matters Relating Thereto. The Mayor, City Secretary and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon passage.

Section 6. Public Meeting. It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public in compliance with the advisory issued by the Office of the Governor and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution, was given all as required by the Texas Government Code, Chapter 551, as amended.

[signature page follows]

DULY ADOPTED this 16th day of June, 2025.

APPROVED:

Mario Vasquez, Mayor
City of Hutchins, Texas

ATTEST:

Cynthia Olguin, City Secretary
City of Hutchins, Texas

(SEAL)

EXHIBIT A
NOTICE OF INTENTION TO ISSUE CERTIFICATES

NOTICE IS HEREBY GIVEN that the City Council of the City of Hutchins, Texas (the “City”) will meet at its regular meeting place at City Hall, 321 N. Main St., Hutchins, Texas at 6:30 p.m. on the 4th day of August, 2025, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation, payable from ad valorem taxation and a limited (in an amount not to exceed \$1,000) subordinate pledge of certain revenues of the water and sewer system of the City, in the maximum aggregate principal amount of \$6,000,000, bearing interest at any rate or rates, not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council at the time of issuance and maturing over a period of years not to exceed forty (40) years from the date thereof, for the purpose of evidencing the indebtedness of the City to pay all or any part of the contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping and improving park and recreation facilities, including the acquisition of land and equipment therefor; (ii) purchasing of furniture, fixtures and equipment for the City’s library and recreational center; (iii) acquiring and installing information technology equipment and software for City financial, human resources, public safety, city council and general municipal needs and administrative purposes; (iv) acquiring public safety equipment, to-wit: an ambulance, police department vehicles and related equipment; and (iv) professional services rendered in connection with the above listed projects. The estimated combined principal and interest required to pay the certificates on time and in full is \$10,384,480. Such estimate is provided for illustrative purposes only and is based on an assumed interest rate of 5.25%. Market conditions affecting interest rates vary based on several factors beyond the control of the City, and the City cannot provide any assurance regarding the rate of interest that the certificates will bear upon their issuance. As of the date of this notice, the aggregate principal amount of outstanding public securities of the City secured by and payable from ad valorem taxes is \$71,230,000, and based on the City’s expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding public securities of the City secured by and payable from ad valorem taxes (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is \$74,006,740.10.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 16th day of June, 2025.

_____/s/_____
City Secretary
City of Hutchins, Texas

**EXHIBIT B
SELF-SUPPORTING DEBT**

Principal Amount Designated as Self- Supporting	Series Designation
\$ 6,345,000	Combination Tax & Revenue Certificates of Obligation, Series 2019
1,220,000	General Obligation Refunding Bonds, Series 2019
14,380,000	Combination Tax & Revenue Certificates of Obligation, Series 2023
\$ 21,945,000	Total Principal Amount Designated as Self- Supporting



Jim Sabonis

Managing Director
717 N. Harwood St., Suite 3400
Dallas, TX 75201
Direct: 214.953.4195
Fax: 214.953.4050

jim.sabonis@hilltopsecurities.com

Andre Ayala

Managing Director
717 N. Harwood St., Suite 3400
Dallas, TX 75201
Direct: 214.953.4184
Fax: 214.953.4050

andre.ayala@hilltopsecurities.com

Jorge Delgado

Senior Vice President
717 N. Harwood St., Suite 3400
Dallas, TX 75201
Direct: 214.859.1714
Fax: 214.953.4050

jorge.delgado@hilltopsecurities.com

Amber Chien

Assistant Vice President
717 N. Harwood St., Suite 3400
Dallas, TX 75201
Direct: 214.953.4297
Fax: 214.953.4050

Amber.chien@hilltopsecurities.com

City of Hutchins, Texas

Funding of 2025 Capital Improvement Plan by Issuance of Certificates of Obligation, Series 2025A

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Bond Issuance Assumptions and Constraints

Debt Instrument = Certificates of Obligation, Series 2025

Credit Pledge = I&S Ad Valorem Tax and Net Revenues of the Utility System

Planned Repayment = I&S Ad Valorem Tax Levy

Tax Status = Tax Exempt

Current City Bond Rating = "AA-"

Interest Rate Assumptions = "AA-" tax-exempt interest rates plus 0.25% as of May 27, 2025

Optional Call = Standard 10 year par call

Council Approval of Issuance Ordinance = Monday, August 4, 2025

Closing and Delivery of Funds = Thursday, August 28, 2025

Funding of 2025 Capital Improvement Program

Section D, Item 1.

Transaction Statistics

Par Amount of Bonds	\$5,775,000
Less: Cost of Issuance	(\$194,150)
<u>Less: Underwriter's Discount</u>	<u>(\$80,850)</u>
Project Fund	\$5,500,000
Amortization	20 Years
All-in True Interest Cost	5.07%
Total P&I	\$9,858,438
Average Annual P&I	\$492,922

Projected TAV Growth and Impact to I&S Tax Rate

<u>Historical TAV Growth</u>	
Last 2 years actual TAV Growth	\$604,445,007
Last 2 years actual average TAV Growth Rate	22.06%
Last 5 years actual TAV Growth	\$1,042,604,685
Last 5 years actual average TAV Growth Rate	18.51%
<u>Projected TAV Growth</u>	
Projected TAV Growth for next 5 years	\$1,000,000,000
Projected TAV Average Growth Rate for next 5 years	9.10%
<u>Projected I&S Ad Valorem Tax Rate Impact</u>	
Projected Max I&S Tax Rate after Debt Issuance	\$0.1875
<u>Current I&S Tax Rate</u>	<u>\$0.1875</u>
Projected Tax Rate Impact of Debt Issuance	\$0.0000

Historical Taxable Assessed Values

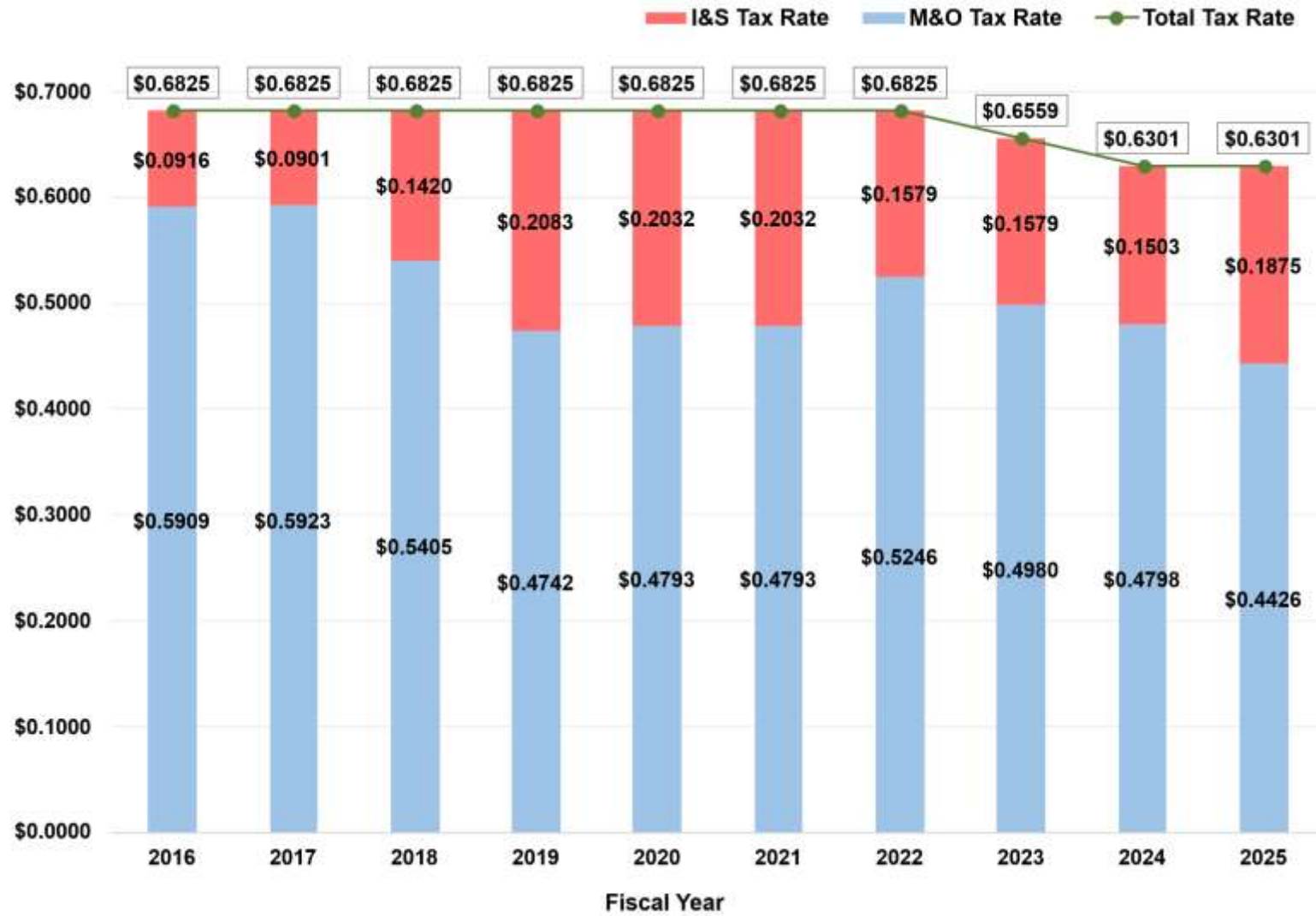
Tax Year	Fiscal Year	Taxable Assessed Value ^{(1) (2)}	Taxable Assessed Value Growth ^{(1) (2)}			
			Annual		3-Year Average	
			\$	%	\$	%
2025	2026	\$1,841,050,278	\$292,991,801	18.93%	\$	%
2024	2025	\$1,548,058,477	\$311,453,206	25.19%	\$243,975,084	23.80%
2023	2024	\$1,236,605,271	\$242,073,471	24.34%		
2022	2023	\$994,531,800	\$178,398,575	21.86%	5-Year Average	
2021	2022	\$816,133,225	\$17,687,632	2.22%	\$	%
2020	2021	\$798,445,593	\$26,427,349	3.42%	\$155,208,047	15.40%
2019	2020	\$772,018,244	\$88,303,489	12.92%		
2018	2019	\$683,714,755	\$133,967,954	24.37%	10-Year Average	
2017	2018	\$549,746,801	\$59,894,756	12.23%	\$	%
2016	2017	\$489,852,045	\$119,510,948	32.27%	\$126,585,924	19.00%
2015	2016	\$370,341,097	\$88,141,864	31.23%		

Footnotes:

1) Black - actual value

2) Purple - preliminary values from Dallas CAD indicate \$2,045,611,420 for Tax Year 2025. Showing a 90% capture for purposes of illustration.

Historical Ad Valorem Tax Rates



Certificates of Obligation, Series 2025 – Projected P&I and I&S Tax Rate

Section D, Item 1.

Fiscal Year Ending 30-Sep	Annual Tax Base Growth		Taxable Assessed Valuation	Existing I&S Tax Supported Debt Service	Certificates of Obligation, Series 2025 Closing Date = 8/28/2025 All-in True Interest Cost = 5.07% ⁽⁴⁾			Total New and Existing I&S Tax Supported Debt Service	Less: Debt Service Funds on Hand ⁽⁵⁾	Less: CO 2025 Project Fund Investment Earnings ⁽⁶⁾	Less: GO 2025 Project Fund Investment Earnings ⁽⁷⁾	Projected TOTAL I&S Tax Supported Debt Service	Projected I&S Tax Rate Equivalent ⁽⁸⁾	Variance from Current I&S Tax Rate \$0.1875
	%	\$			Principal	Interest	Total D/S							
2025	25.19%	\$311,453,206	\$1,548,058,477 ⁽¹⁾	\$2,263,111	\$0	\$0	\$0	\$2,263,111	\$0	\$0	\$0	\$2,263,111	\$0.1875	NA
2026	18.93%	292,991,801	1,841,050,278 ⁽²⁾	4,223,124	0	250,080	250,080	4,473,204	102,000	180,000	739,049	3,452,155	0.1875	0.0000
2027	13.58%	250,000,000	2,091,050,278 ⁽³⁾	3,970,492	0	259,450	259,450	4,229,942	311,386	0	0	3,918,556	0.1874	-0.0001
2028	10.76%	225,000,000	2,316,050,278 ⁽³⁾	4,404,193	60,000	258,466	318,466	4,722,658	381,259	0	0	4,341,399	0.1874	0.0000
2029	8.64%	200,000,000	2,516,050,278 ⁽³⁾	4,602,774	60,000	256,495	316,495	4,919,268	203,800	0	0	4,715,468	0.1874	-0.0001
2030	6.96%	175,000,000	2,691,050,278 ⁽³⁾	4,763,560	60,000	254,500	314,500	5,078,059	33,000	0	0	5,045,059	0.1875	0.0000
2031	5.57%	150,000,000	2,841,050,278 ⁽³⁾	4,918,567	60,000	252,463	312,463	5,231,030	0	0	0	5,231,030	0.1841	-0.0034
2032	0.00%	0	2,841,050,278	3,470,425	190,000	248,118	438,118	3,908,543	0	0	0	3,908,543	0.1376	-0.0499
2033	0.00%	0	2,841,050,278	3,473,675	195,000	241,312	436,312	3,909,987	0	0	0	3,909,987	0.1376	-0.0499
2034	0.00%	0	2,841,050,278	3,476,800	200,000	234,112	434,112	3,910,912	0	0	0	3,910,912	0.1377	-0.0498
2035	0.00%	0	2,841,050,278	3,474,675	210,000	226,380	436,380	3,911,055	0	0	0	3,911,055	0.1377	-0.0498
2036	0.00%	0	2,841,050,278	3,481,925	210,000	218,201	428,201	3,910,126	0	0	0	3,910,126	0.1376	-0.0499
2037	0.00%	0	2,841,050,278	3,477,325	220,000	209,577	429,577	3,906,902	0	0	0	3,906,902	0.1375	-0.0500
2038	0.00%	0	2,841,050,278	3,481,050	230,000	200,304	430,304	3,911,354	0	0	0	3,911,354	0.1377	-0.0498
2039	0.00%	0	2,841,050,278	3,474,225	245,000	190,241	435,241	3,909,466	0	0	0	3,909,466	0.1376	-0.0499
2040	0.00%	0	2,841,050,278	3,476,600	255,000	179,414	434,414	3,911,014	0	0	0	3,911,014	0.1377	-0.0498
2041	0.00%	0	2,841,050,278	3,482,850	260,000	168,058	428,058	3,910,908	0	0	0	3,910,908	0.1377	-0.0498
2042	0.00%	0	2,841,050,278	3,478,750	275,000	156,030	431,030	3,909,780	0	0	0	3,909,780	0.1376	-0.0499
2043	0.00%	0	2,841,050,278	3,478,775	290,000	142,741	432,741	3,911,516	0	0	0	3,911,516	0.1377	-0.0498
2044	0.00%	0	2,841,050,278	2,462,375	1,345,000	102,674	1,447,674	3,910,049	0	0	0	3,910,049	0.1376	-0.0499
2045	0.00%	0	2,841,050,278	2,465,125	1,410,000	34,827	1,444,827	3,909,952	0	0	0	3,909,952	0.1376	-0.0499
2046	0.00%	0	2,841,050,278	0	0	0	0	0	0	0	0	0	0.0000	-0.1875
				\$75,800,396	\$5,775,000	\$4,083,438	\$9,858,438	\$85,658,834	\$1,031,445	\$180,000	\$739,049	\$83,708,340		

Notes:

- (1) Certified Values for Fiscal Year 2025 as reported by DCAD.
- (2) Preliminary Values for Fiscal Year 2026 at 90% capture as provided by DCAD on 5/12/2025.
- (3) Fiscal Year 2027 to 2031 growth assumptions for illustration purposes.
- (4) Assumes "AA-" Tax-Exempt Insured Interest Rates + 0.25% as of 5/27/2025. Subject to change.
- (5) Assumes use of existing debt service funds. The estimated FYE2025 balance is \$1,368,257 per FYE 2024 Disclosure Report.
- (6) Assumes use of project fund interest earnings. Assumes investing at 4% for 18 months with equal monthly draw.
- (7) Assumes use of project fund interest earnings from GO Series 2025. Assumes investing at 4% for 18 months with equal monthly draw.
- (8) Actual tax rate for Fiscal Year 2025.

USES OF FUNDS

Project Fund Deposit	\$5,500,000
Budgeted Financing Costs	\$194,150
Underwriter's Discount	\$80,850
Par Amount	\$5,775,000

Proposed Schedule of Events

May-25						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

HOLIDAY

Jun-25						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

HOLIDAY

Jul-25						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

HOLIDAY

Aug-25						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Date	Event
Monday, 06/2/25	<p><u>Regular City Council Meeting</u></p> <p>1) Presentation by Hilltop Securities of Plan of Finance to Fund 2025 Governmental Projects</p> <p>2) City Council directs staff and consultants to implement Plan of Finance</p>
Monday, 06/16/25	<p><u>Regular City Council Meeting</u></p> <p>1) City Council approves a Resolution authorizing publication of a Notice of Intent to issue Certificates of Obligation</p>
TBD	<p>1) First Publication of Notice of Intent to issue the Certificates of Obligation, Series 2025 (no later than June 19, 2025)</p> <p>2) Publication of Notice of Intent on City's website (Notice to be on City's website continuously until the Ordinance is adopted)</p>
TBD	<p>Second Publication of Notice of Intent to issue the Certificates of Obligation, Series 2025 (must be 7 days after first publication)</p>
Monday, 08/4/25	<p>Pricing of Combination Tax & Revenue Certificates of Obligation, Series 2025</p> <p><u>Regular City Council Meeting</u></p> <p>1) Presentation by Hilltop Securities of Pricing Results and Final Transaction Numbers</p> <p>2) City Council considers and approves an Ordinance authorizing the issuance of the Certificates of Obligations, Series 2025</p>
Prior to Closing	<p>Attorney General Approves Sale</p>
Thursday, 08/28/25	<p>Closing of the Certificates and delivery of funds to the City</p>

Note:

Key Actions to be Taken by City Council

Key Actions to be Taken by City Staff

Questions and Discussion

Appendix A

S&P Global Ratings

City of Hutchins, Texas – “AA-” Bond Rating

Standard and Poor's "AA-" Bond Rating

Long Term		Short Term (less than 3 years)		
Moody's	Fitch / S&P	Moody's	S&P	Fitch
Aaa	AAA	MIG 1	SP-1+	F1 (+ or -)
Aa1	AA+	MIG 2	SP-1	F2 (+ or -)
Aa2	AA	MIG 3	SP-2	F3 (+ or -)
Aa3	AA-	SG	SP-3	B (+ or -)
A1	A+			
A2	A			
A3	A-			
Baa1	BBB+			
Baa2	BBB			
Baa3	BBB-			
Ba1	BB+			
Ba2	BB			

Ratings below the red line are speculative grade.

The City of Hutchins is currently rated "AA-" with a Stable Outlook by Standard & Poor's

“Economic expansion is driving increasing service needs, but Hutchins has maintained positive financial performance and very healthy reserves. Recent positive performance is the results of significant revenue growth, both in ad valorem and sales taxes, but also investment income exceeding expectations . . .”

S&P Global
Ratings

“AA-”/Stable Outlook

“The rating reflects our opinion of the city’s:”

- ***“Recent rapid growth, especially in the industrial sector, which has increased market value per capita, although local incomes are significantly below county and national levels. The tax base remains concentrated but this concentration has decreased with the growth.”***
- ***“Management practices that include formal debt-, investment- and fund-balance policies, regular monitoring of financial performance, and some capital planning, but no long-term financial forecasting.”***
- ***“Balanced operations in most years, with the maintenance of healthy reserves, supported by growing sales and property tax revenue.”***

Appendix B

May 23, 2025 Municipal Market Update

Market Commentary

Market Observations

Primary Market:

- 30-Day Visible Supply is approximately \$14.528 billion
- The calendar consists of \$6.5 billion of negotiated deals and \$500 million of competitive deals
- The largest negotiated deal of the week is the \$1.0 billion New Jersey Turnpike Authority Revenue Bonds

Secondary Market:

- Municipal Bond Funds reported \$768 million of net inflows, compared with \$769 million of inflows the prior week
- Weekly trade volume of \$69.299 billion represents a decrease of \$12.040 billion from the previous week's \$81.339 billion

General Market Overview:

- The House approved a 1,000-page tax and spending bill by a 215-214 vote, preserving the municipal bond tax exemption and raising the SALT deduction cap to \$40,000 for incomes under \$500,000.
- A weak \$16 billion Treasury auction, and rising budget deficit fear caused munis and Treasury yields to weaken, however strong demand from crossover buyers continue to support the muni market with positive inflows.

Economic Calendar: Durable Goods Orders, Consumer Confidence, OPEC Meeting, FOMC Minutes, GDP, Jobless Claims, Pending Home Sales Index, Fed Balance Sheet, Chicago PMI, Consumer Sentiment, International Trade in Goods, Personal Income and Outlays

Source: Ipreo, TM3, Bloomberg, BBC, Wall Street Journal, New York Times, The Bond Buyer, Econoday, CNBC

Statistics

	5/23/2025	5/16/2025	Change
5Y MMD	2.92	2.90	0.02 ▲
10Y MMD	3.37	3.27	0.10 ▲
15Y MMD	3.87	3.77	0.10 ▲
20Y MMD	4.32	4.19	0.13 ▲
30Y MMD	4.54	4.43	0.12 ▲
MMD 2/30 Yield Curve Steepness	171	159	13 ▲
Bond Buyer 11 GO Bond Index	5.17	5.10	0.07 ▲
Bond Buyer 20 GO Bond Index	5.27	5.20	0.07 ▲
Bond Buyer Revenue Bond Index	5.56	5.49	0.07 ▲
1Y UST	4.15	4.13	0.02 ▲
5Y UST	4.08	4.06	0.02 ▲
7Y UST	4.29	4.24	0.05 ▲
10Y UST	4.51	4.43	0.08 ▲
30Y UST	5.04	4.89	0.15 ▲
UST 2/30 Yield Curve Steepness	104	91	13 ▲
10Y MMD/UST Ratio	75	74	0.9 ▲
30Y MMD/UST Ratio	90	90	(0.4) ▼
SIFMA	2.57	3.34	(0.77) ▼
1M SOFR	4.33	4.33	0.003 ▲
30-Day Negotiated Visible Supply	10,884.0	13,697.0	(2,813.0) ▼
30-Day Competitive Visible Supply	3,644.0	5,158.0	(1,514.0) ▼
Lipper Muni Bond Fund Flows	768	769	(1) ▼

Change in 20-Year MMD

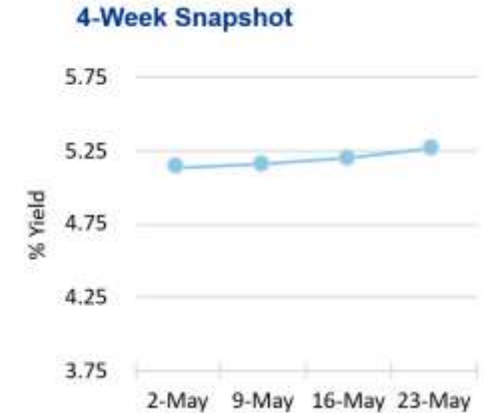
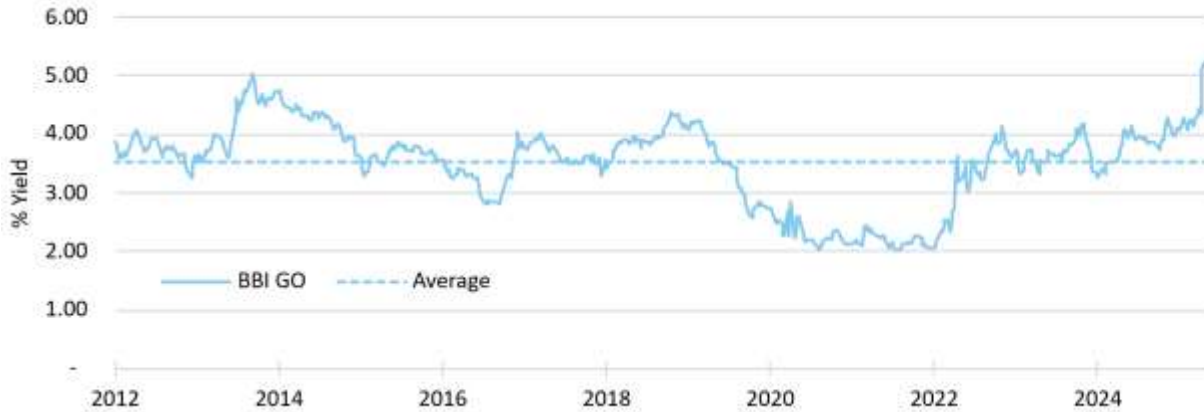
Change in 20-Year MMD with Market Commentary – 1/1/21 to 5/23/2025



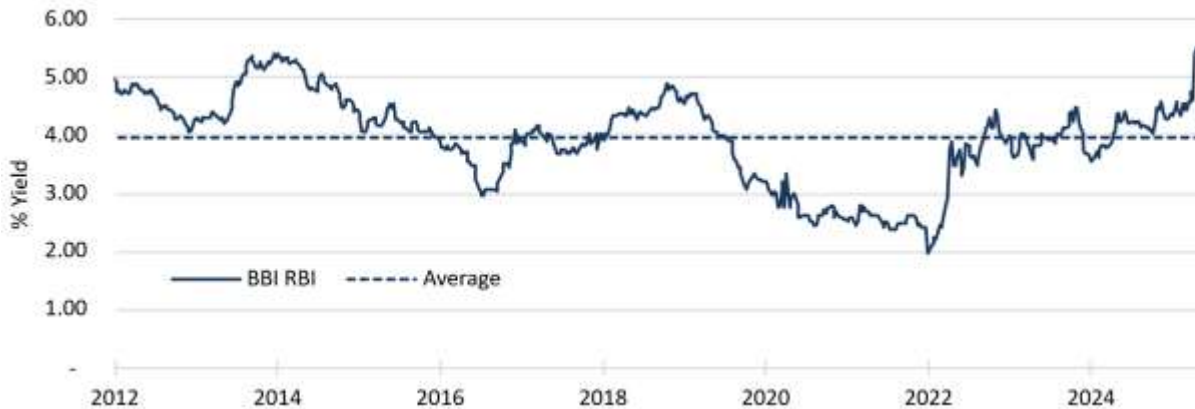
Source: Refinitiv Municipal Market Data and HilltopSecurities

Tax-Exempt Market Overview | The Bond Buyer

The Bond Buyer 20-Bond General Obligation Index – 1/1/12 to 5/23/2025



The Bond Buyer Revenue Bond Index – 1/1/12 to 5/23/2025



Source: The Bond Buyer



STAFF REPORT

MEETING DATE: June 16, 2025

MEETING TYPE: City Council Meeting – Regular Agenda

SUBMITTED BY: Karen Steward, Director of Human Resources

AGENDA CAPTION: Benefit Renewal Presented by: Karen Steward, HR Director

Background Information

An insurance committee of employees is formed each year to represent the interests of the employees. The members are selected to review current insurance benefits, gather feedback from employees about their needs and concerns, work with management and insurance brokers to negotiate coverage options, costs, and plan features, and make recommendations on insurance plans that balance affordability with quality of coverage.

Budget Implications

Insurance rates increased an average of 5%.

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommend approving the resolution.

Supporting Documentation and Attachments

Group Benefits Proposal prepared for City of Hutchins by Clark|Adamson Insurance.

**Group Benefits Proposal
Prepared For
City of Hutchins
Effective Date August 1, 2025**



**Claims versus Premiums
Prepared For
City of Hutchins
Reporting Dates August 2022 - March 2025**

2022 - 2023

Month	Membership	Premiums	Claims	Loss Ratio
Aug-22	71	\$73,902	\$38,197	52%
Sep-22	75	\$78,065	\$45,496	58%
Oct-22	73	\$75,095	\$61,510	82%
Nov-22	75	\$76,949	\$70,666	92%
Dec-22	79	\$79,646	\$53,594	67%
Jan-23	79	\$79,646	\$75,620	95%
Feb-23	79	\$79,646	\$31,477	40%
Mar-23	83	\$83,939	\$181,313	216%
Apr-23	81	\$82,275	\$67,581	82%
May-23	80	\$80,464	\$45,705	57%
Jun-23	82	\$80,837	\$26,042	32%
Jul-23	82	\$80,837	\$26,399	33%
		\$951,301	\$723,600	76%

2023 - 2024

Month	Membership	Premiums	Claims	Loss Ratio
Aug-23	80	\$84,176	\$45,460	54%
Sep-23	79	\$84,157	\$23,828	28%
Oct-23	82	\$85,834	\$47,519	55%
Nov-23	83	\$88,407	\$66,157	75%
Dec-23	81	\$85,823	\$64,249	75%
Jan-24	83	\$86,937	\$95,681	110%
Feb-24	83	\$88,654	\$63,356	71%
Mar-24	81	\$85,010	\$61,131	72%
Apr-24	81	\$84,880	\$98,731	116%
May-24	83	\$86,931	\$84,755	97%
Jun-24	82	\$85,095	\$58,921	69%
Jul-24	86	\$88,110	\$94,228	107%
		\$1,034,014	\$804,016	78%

2024 - 2025

Month	Membership	Premiums	Claims	Loss Ratio
Aug-24	86	\$89,110	\$403,021	452%
Sep-24	86	\$88,447	\$88,713	100%
Oct-24	82	\$86,787	\$60,792	70%
Nov-24	85	\$91,430	\$137,380	150%
Dec-24	88	\$93,591	\$149,396	160%
Jan-25	88	\$92,204	\$230,941	250%
Feb-25	88	\$92,353	\$90,391	98%
Mar-25	88	\$93,153	\$85,664	92%
Apr-25				
May-25				
Jun-25				
Jul-25				
		\$727,075	\$1,246,298	171%

Plan Year	Billed Premium	Claims Paid	Loss Ratio
2022 - 2023	\$951,301	\$723,600	76%
2023 - 2024	\$1,034,014	\$804,016	78%
2024 - 2025	\$727,075	\$1,246,298	171%
Total	\$2,712,390	\$2,773,914	102%



Large Claims Reporting
Prepared For
City of Hutchins
Reporting Dates April 1, 2024 - March 31, 2025

	Primary Procedure Code Description	Earliest Incurred Date	Total Payments	Status
1	Maternal care for repeat caesarean	2/5/2025	\$17,310.64	
2	Dietary counseling and surveillance	4/6/2024	\$18,815.36	
3	Total hysterectomy for fibroids	8/5/2024	\$19,133.46	
4	Radiation therapy complication - small bladder tumors	12/26/2024	\$22,023.23	
5	CT scanning for headache treatment	2/11/2025	\$35,931.44	
6	Screening for malignant colon cancer - colonoscopy	8/8/2024	\$40,458.71	
7	Repair of leg tendons due to inflammation	3/29/2024	\$42,221.74	
8	Total hysterectomy for pre-cancerous condition	12/18/2024	\$56,413.76	
9	Screening for malignant colon cancer - endoscopic procedures	10/15/2024	\$82,523.98	
10	Multiple sclerosis injection	4/30/2024	\$121,259.90	
11	Sepsis treatment	2/6/2025	\$191,685.91	
12	Ablation and mapping for pulmonary hypertension due to left heart disease	7/12/2024	\$601,311.19	

Total Large Claimants **\$1,249,089**
Claims of Terminated Employees

Large Claimant less Terms **\$1,249,089**



Group Medical Proposal
Prepared for
City of Hutchins
Effective Date August 1, 2025


Section D, Item2.

MTBCB542 replacing MTBCB042


MTBCB528 replacing MTBCB028

MTBCB523 replacing MTBCB023

INSURANCE COMPANY													
In-Network Benefits		Current			Current			Current			Current		
Type of Plan - Plan Name		MTBCB542 - PPO			MTBCB528 - PPO			MTBCB523 - PPO			MTBCP011 - PPO		
Network		Blue Choice			Blue Choice			Blue Choice			Blue Choice		
Deductible		In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Individual		\$5,250	\$10,500	\$3,000	\$10,000	\$2,500	\$5,000	\$1,000	\$2,000				
Family		\$15,750	\$31,500	\$9,000	\$20,000	\$7,500	\$15,000	\$3,000	\$6,000				
Coinsurance Percentage		80%	60%	80%	60%	80%	60%	80%	60%				
Maximum Out of Pocket (Deductible Included)													
Individual		\$7,500	Unlimited	\$9,000	Unlimited	\$7,500	Unlimited	\$4,000	Unlimited				
Family		\$16,300	Unlimited	\$18,000	Unlimited	\$15,000	Unlimited	\$12,000	Unlimited				
Office Visit		Covered 100%			Covered 100%			Covered 100%			Covered 100%		
Preventive Care		Covered 100%			Covered 100%			Covered 100%			Covered 100%		
Primary Care Physician		\$50 Copay	\$40 Copay	\$35 Copay	\$30 Copay								
Specialist		\$100 Copay	\$80 Copay	\$70 Copay	\$60 Copay								
Virtual Visits		No Copay	No Copay	No Copay	No Copay								
Urgent Care Facility Copay		\$75 Copay	\$75 Copay	\$75 Copay	\$75 Copay								
Lab & Xray		Ded. + 20%	Ded. + 20%	Ded. + 20%	Ded. + 20%								
Imaging - CT/PET scans, MRI		Ded. + 20%	Ded. + 20%	Ded. + 20%	Ded. + 20%								
Mental Health Outpatient		OV: \$50 Copay Outpatient: Ded. + 20%	OV: \$40 Copay Outpatient: Ded. + 20%	OV: \$35 Copay Outpatient: Ded. + 20%	OV: \$30 Copay Outpatient: Ded. + 20%								
Hospital & Emergency Room		Ded. + 20%			Ded. + 20%			Ded. + 20%			Ded. + 20%		
Inpatient Hospital Expenses		Ded. + 20%			Ded. + 20%			Ded. + 20%			Ded. + 20%		
Outpatient Surgery Facility		Ded. + 20%			Ded. + 20%			Ded. + 20%			Ded. + 20%		
Emergency Room Facility		\$500 Copay + Ded. + 20%			\$500 Copay + Ded. + 20%			\$500 Copay + Ded. + 20%			\$500 Copay + Ded. + 20%		
Prescription Drugs		Preferred / Participating			Preferred / Participating			Preferred / Participating			Preferred / Participating		
Prescription Deductible		Not Applicable			Not Applicable			Not Applicable			Not Applicable		
Tier 1		\$0 / \$10	\$0 / \$10	\$0 / \$10	\$0 / \$10								
Tier 2		\$10 / \$20	\$10 / \$20	\$10 / \$20	\$10 / \$20								
Tier 3		\$50 / \$70	\$50 / \$70	\$50 / \$70	\$50 / \$70								
Tier 4		\$100 / \$120	\$100 / \$120	\$100 / \$120	\$100 / \$120								
Specialty Drugs		Tier 5: \$150 / Tier 6: \$250	Tier 5: \$150 / Tier 6: \$250	Tier 5: \$150 / Tier 6: \$250	Tier 5: \$150 / Tier 6: \$250								
Mail Order (90 Day Supply)		\$0 / \$30 / \$150 / \$300	\$0 / \$30 / \$150 / \$300	\$0 / \$30 / \$150 / \$300	\$0 / \$30 / \$150 / \$300								
Monthly Premiums		Current	Renewal	Current	Renewal	Current	Renewal	Current	Renewal				
Employee Only	45	14	\$539.13	\$682.39	6	\$558.64	\$706.40	8	\$600.46	\$757.99	17	\$707.91	\$890.24
Employee & Spouse	10	4	\$1,191.91	\$1,508.63	3	\$1,235.05	\$1,561.69	1	\$1,327.49	\$1,675.76	2	\$1,565.05	\$1,968.15
Employee & Child(ren)	19	9	\$1,150.60	\$1,456.35	4	\$1,192.26	\$1,507.57	3	\$1,281.49	\$1,617.70	3	\$1,510.83	\$1,899.95
Employee & Family	14	8	\$1,803.38	\$2,282.59	6	\$1,868.66	\$2,362.87	0	\$2,008.53	\$2,535.47	0	\$2,367.98	\$2,977.84
	88	35			19			12			22		
Total Monthly Premium		\$37,097.90	\$46,955.85	\$23,037.99	\$29,130.97	\$9,975.64	\$12,592.78	\$19,697.06	\$24,770.23				
Total Annual Premium		\$445,174.80	\$563,470.20	\$276,455.88	\$349,571.64	\$119,707.68	\$151,113.36	\$236,364.72	\$297,242.76				
Rate Adjustment		26.57%			26.45%			26.24%			25.76%		
Combined Annual Premiums		Current	\$1,077,703.08	Renewal	\$1,361,397.96	Current	\$1,361,397.96	Current	\$1,361,397.96				
Total Rate Adjustment		26.32%			26.32%			26.32%			26.32%		
Total Annual Premium Adjustment		\$283,694.88			\$283,694.88			\$283,694.88			\$283,694.88		


INSURANCE COMPANY		 BlueCross BlueShield of Texas							
		Proposed		Proposed		Proposed		Proposed	
In-Network Benefits		PCP & Referral Required		PCP & Referral Required		PCP & Referral Required		PCP & Referral Required	
Type of Plan - Plan Name		MTBEE528 - HMO		MTBCB528 - PPO		MTBEE011 - HMO		MTBCP011 - PPO	
Network		Blue Essentials		Blue Choice		Blue Essentials		Blue Choice	
Deductible		In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Individual		\$3,000	N/A	\$3,000	\$10,000	\$1,000	N/A	\$1,000	\$2,000
Family		\$9,000	N/A	\$9,000	\$20,000	\$3,000	N/A	\$3,000	\$6,000
Coinsurance Percentage		80%	N/A	80%	60%	80%	N/A	80%	60%
Maximum Out of Pocket (Deductible Included)									
Individual		\$9,000	N/A	\$9,000	Unlimited	\$4,000	N/A	\$4,000	Unlimited
Family		\$18,000	N/A	\$18,000	Unlimited	\$12,000	N/A	\$12,000	Unlimited
Office Visit									
Preventive Care		Covered 100%		Covered 100%		Covered 100%		Covered 100%	
Primary Care Physician		\$40 Copay		\$40 Copay		\$30 Copay		\$30 Copay	
Specialist		\$80 Copay		\$80 Copay		\$60 Copay		\$60 Copay	
Virtual Visits		No Copay		No Copay		No Copay		No Copay	
Urgent Care Facility Copay		\$75 Copay		\$75 Copay		\$75 Copay		\$75 Copay	
Lab & Xray		Ded. + 20%		Ded. + 20%		Ded. + 20%		Included in OV	
Imaging - CT/PET scans, MRI		Ded. + 20%		Ded. + 20%		Ded. + 20%		Ded. + 20%	
Mental Health Outpatient		OV: \$40 Copay Outpatient: Ded. + 20%		OV: \$40 Copay Outpatient: Ded. + 20%		OV: \$30 Copay Outpatient: Ded. + 20%		OV: \$30 Copay Outpatient: Ded. + 20%	
Hospital & Emergency Room									
Inpatient Hospital Expenses		Ded. + 20%		Ded. + 20%		Ded. + 20%		Ded. + 20%	
Outpatient Surgery Facility		Ded. + 20%		Ded. + 20%		Ded. + 20%		Ded. + 20%	
Emergency Room Facility		\$500 Copay + Ded. + 20%		\$500 Copay + Ded. + 20%		\$500 Copay + Ded. + 20%		\$500 Copay + Ded. + 20%	
Prescription Drugs		Preferred / Participating		Preferred / Participating		Preferred / Participating		Preferred / Participating	
Prescription Deductible		Not Applicable		Not Applicable		Not Applicable		Not Applicable	
Tier 1		\$0 / \$10		\$0 / \$10		\$0 / \$10		\$0 / \$10	
Tier 2		\$10 / \$20		\$10 / \$20		\$10 / \$20		\$10 / \$20	
Tier 3		\$50 / \$70		\$50 / \$70		\$50 / \$70		\$50 / \$70	
Tier 4		\$100 / \$120		\$100 / \$120		\$100 / \$120		\$100 / \$120	
Specialty Drugs		Tier 5: \$150 / Tier 6: \$250		Tier 5: \$150 / Tier 6: \$250		Tier 5: \$150 / Tier 6: \$250		Tier 5: \$150 / Tier 6: \$250	
Mail Order (90 Day Supply)		\$0 / \$30 / \$150 / \$300		\$0 / \$30 / \$150 / \$300		\$0 / \$30 / \$150 / \$300		\$0 / \$30 / \$150 / \$300	
Monthly Premiums		Proposed		Proposed		Proposed		Proposed	
Employee Only		45	\$507.89		\$644.10		\$600.41		\$811.72
Employee & Spouse		10	\$1,122.85		\$1,423.96		\$1,327.40		\$1,794.56
Employee & Child(ren)		19	\$1,083.95		\$1,374.60		\$1,281.41		\$1,732.39
Employee & Family		14	\$1,698.91		\$2,154.47		\$2,008.39		\$2,715.21
		88							
Total Monthly Premium		\$34,948.69		\$26,561.70		\$9,974.91		\$22,585.53	
Total Annual Premium		\$419,384.28		\$318,740.40		\$119,698.92		\$271,026.36	
Rate Adjustment		-5.79%		15.30%		-0.01%		14.66%	
Combined Annual Premiums		Proposed		\$1,128,849.96		Proposed		Proposed	
Total Rate Adjustment				5%					
Total Annual Premium Adjustment				\$51,146.88					

**Group Dental Proposal
Prepared for
City of Hutchins
Effective Date August 1, 2025**

INSURANCE COMPANY		 BlueCross BlueShield of Texas				
Type of Plan - Plan Name		DTNHM41		DTNLM38		
Benefits		Current		Current		
In Network / Out of Network		In Network	Out of Network	In Network	Out of Network	
Annual Maximum Benefit		\$750		\$1,500		
Individual Annual Deductible		\$25		\$50		
Family Annual Deductible		\$75		\$150		
Preventive		100%		100%		
Basic		80%		80%		
Major		Not Covered		50%		
Endodontics		Not Covered		Major		
Periodontics		Not Covered		Non-Surgical: Basic Surgical: Major		
Implants		Not Covered		Not Covered		
Orthodontia		Not Covered		Adult & Child: 50%		
Orthodontia Lifetime Maximum		Not Covered		\$1,000		
Rollover Benefit		Excluded		Excluded		
Reimbursement Method		Negotiated Rate	MAC	Negotiated Rate	MAC	
Waiting Period		None		None		
Network		BlueCare Dental		BlueCare Dental		
Website		www.bcbstx.com		www.bcbstx.com		
Participation		Current		Current		
Rate Guarantee		12 Months		12 Months		
Monthly Premium		Current	Renewal	Current	Renewal	
Employee Only	45	\$9.89	\$10.38	34	\$23.61	\$24.79
Employee & Spouse	9	\$19.78	\$20.77	7	\$47.24	\$49.60
Employee & Child(ren)	18	\$29.19	\$30.65	12	\$61.25	\$64.31
Employee & Family	15	\$43.51	\$45.69	10	\$93.49	\$98.16
	87			63		
Total Monthly Premium		\$541.04	\$568.07	\$2,803.32	\$2,943.38	
Total Annual Premium		\$6,492.48	\$6,816.84	\$33,639.84	\$35,320.56	
Rate Adjustment		5.00%		5.00%		
Combined Annual Premium		Current	\$40,132.32	Renewal	\$42,137.40	
Total Rate Adjustment		5.00%				
Total Annual Premium Adjustment		\$2,005.08				


Principal DTQ due to police & fire content and uncompetitive rates

Group Vision Proposal
Prepared for
City of Hutchins
Effective Date August 1, 2025

INSURANCE COMPANY		 BlueCross BlueShield of Texas	
Type of Plan - Plan Name		Plan 4: 12/12/12/\$130	
Benefits		Current	
In Network / Out of Network		In Network	Out of Network Reimbursement
Wellness Eye Exam		\$10 Copay	Up to \$30
		One Every 12 Months	
Materials Benefit - Lenses		\$10 Copay	Up to \$55
		One Every 12 Months	
Materials Benefit - Frames		\$130 Allowance + 20% off over allowance	Up to \$65
		One Every 12 Months	
Contact Lenses (instead of lenses & frames)		Elective: \$40 (Fit & Eval) \$130 Allowance Necessary: Covered in full	Elective: Up to \$104 Necessary: Up to \$210
		One Every 12 Months	
Extras		Savings on laser vision correction, additional complete pair prescription eyeglasses/non-prescription sunglasses, conventional contact lenses (once funded benefit used), hearing exams, non-covered items	
Provider Network		EyeMed	
Website		www.member.eyemedvisioncare.com/bcbstx	
Participation		Current	
Rate Guarantee		36 Months	
Monthly Premium		Current	Renewal
Employee Only	44	\$7.24	\$7.84
Employee & Spouse	12	\$13.76	\$14.89
Employee & Child(ren)	18	\$14.48	\$15.67
Employee & Family	11	\$21.29	\$23.04
	85		
Total Monthly Premium		\$978.51	\$1,059.14
Total Annual Premium		\$11,742.12	\$12,709.68
Rate Adjustment		8.24%	
Annual Premium Adjustment		\$967.56	

Principal DTQ due to police & fire content and uncompetitive rates

Group Basic Life and AD&D Proposal
 Prepared for
 City of Hutchins
 Effective Date August 1, 2025

INSURANCE COMPANY	 BlueCross BlueShield of Texas	
Benefits	Current	
Eligible Class	All active full-time employees living in the United States working 30 or more hours per week	
Benefit Amount	\$25,000	
Guarantee Issue Amount	\$25,000	
Age Reduction Schedule	Reduces to 65% at age 65; Reduces to 50% at age 70	
Features		
Accelerated Death Benefit	Included	
Waiver of Premium	Included	
Travel Assist	Included	
EAP	Included*	
Portability	Excluded	
Conversion	Included	
Participation Requirement	100%	
Rate Guarantee	36 Months	
Monthly Premium	Current	Renewal
Life Rate per \$1,000	\$0.140	\$0.154
AD&D Rate per \$1,000	\$0.047	\$0.049
Monthly Volume	\$2,275,000	\$2,275,000
Total Monthly Premium	\$425.43	\$461.83
Total Annual Premium	\$5,105.10	\$5,541.90
Rate Adjustment	8.56%	
Annual Premium Adjustment	\$436.80	


Rates based on 91 covered employees

*Beneficiary Resources

Equitable DTQ due to police & fire content

Principal DTQ due to police & fire content and uncompetitive rates

Group Voluntary Life and AD&D Proposal
 Prepared for
 City of Hutchins
 Effective Date August 1, 2025

INSURANCE COMPANY		 BlueCross BlueShield of Texas	
Eligible Class	All active full-time employees living in the United States working 30 or more hours per week		
Employee	Current		
Employee Max Benefit Amount	\$500,000, in increments of \$15,000 Not to exceed 5X annual earnings		
Employee Guarantee Issue	\$150,000		
Age Reduction Schedule	Reduces to 65% at age 65; Reduces to 50% at age 70		
Spouse			
Spouse Max Benefit Amount	\$250,000, in increments of \$5,000 Not to exceed 50% employee benefit		
Spouse Guarantee Issue	\$25,000		
Age Reduction Schedule	Reduces to 65% at age 65; Reduces to 50% at age 70		
Child(ren)			
Child Max Benefit Amount	\$10,000		
Child Guarantee Issue	Live Birth-15 Days: \$100 15 Days-26 Years: \$10,000		
Child Maximum Age	26		
Features			
Accelerated Death Benefit	Included		
Waiver of Premium	Included		
Travel Assist	Included		
EAP	Included*		
Annual Enrollment Provision	Excluded		
Portability	Included		
Conversion	Included		
Participation Requirement	Current		
Rate Guarantee	36 Months		
Rate Per \$1,000	Current	Renewal	
< 25	\$0.060	\$0.060	
25-29	\$0.060	\$0.060	
30-34	\$0.060	\$0.060	
35-39	\$0.090	\$0.090	
40-44	\$0.130	\$0.130	
45-49	\$0.200	\$0.200	
50-54	\$0.310	\$0.310	
55-59	\$0.500	\$0.500	
60-64	\$0.700	\$0.700	
65-69	\$1.160	\$1.160	
70-74	\$2.270	\$2.270	
75+	\$4.370	\$4.370	
Child Life Rates	\$0.200	\$0.200	
AD&D Rates (EE, SP, CH)	\$0.030	\$0.030	

Equitable DTQ due to police & fire content

*Beneficiary Resources

Principal DTQ due to police & fire content and uncompetitive rates

Proposal Information and Assumptions

Grandfathered Status:

Plans that relinquish grandfathered status must immediately implement the following changes:

- Have an expanded internal and external claims/appeals process
- Federally mandated preventive care must be covered at no cost sharing in-network
- Implement patient protections (any in-network PCP, ER paid in-network, no referral/authorization to in-network OB/GYN or pediatrician)
- In-network out of pocket maximum is restricted
- Include clinical trials coverage
- Small employer plans to include the essential health benefits package (unless retaining a transitional plan)
- Fully insured plans are guarantee issue and renewable
- Fully insured plans may not discriminate in favor of highly compensated individuals (on hold until regulations are released)

The information provided herein is a summary description of coverage terms and is intended for informational, illustrative and comparison purposes only. It is not intended to alter or expand rights or liabilities set forth in the official plan documents/contracts. It is not an offer to contract nor are there any express or implied guarantees. This information may be amended or withdrawn by the carrier or TPA in the event of a change in any item upon which it is based and where such change could affect the risk to be assumed. Final terms and conditions shall be based upon information provided in the application including but not limited to final enrollment, contribution levels and condition disclosure information.

This document is not intended to be taken as advice regarding any individual situation and should not be relied upon as such. ClarkAdamson LLC shall have no obligation to update this publication and shall have no liability to you or any other party arising out of this publication or any matter contained herein. Any statements concerning actuarial, tax, accounting, or legal matters are based solely on our experience as consultants and are not to be relied on as actuarial, accounting, tax or legal advice for which you should consult your own professional advisors. Any modeling analytics or projections are subject to inherent uncertainty and the analysis could be materially affective if any underlying assumptions, conditions, information or factors are inaccurate or incomplete or should change.



ClarkAdamson LLC Compensation Disclosure

You are a valued client, and we take pride in providing you with exceptional service. As an independent broker, we offer you superior service and competitive pricing by searching for and identifying the coverage from the insurer that best meets your needs.

Commission: Our firm does not charge a fee for placing your policy. We are paid a commission by the insurer that is part of, not added to, your premiums. The amount of commission earned is according to standard commission scheduled established by each insurer we work with.

Our firm may also receive additional incentive compensation or bonuses for various reasons from an insurer. Incentive commission amount and type may vary but does not affect the price of your premiums.

Client Fees: We do not charge you any fee for placement of your policy, and we are compensated by the insurer in the manner described generally above. However, we may charge fees, previously disclosed to you, for certain professional services not including the placement of your policy.

Scope of Services: Our firm works with a number of competing insurers, and we will attempt to obtain quotes from the insurers that we believe to be suitable based on the preferences and needs that you have communicated to us. However, we cannot obtain quotes from all insurers with products suiting your needs. We will attempt to answer any questions you may have regarding the quotes, insurers or policies that we obtain, but be aware that you make the final decision on which insurance product and coverage amount you need and will purchase.

Additional Information: For more information, specific details or answers to any questions about our service, fees, or compensation please contact us at 940-600-1307 or www.ClarkAdamson.com .

Thank you for choosing us to assist you with your insurance needs. We value your trust and appreciate your business. Please let us know if there is anything we can do to serve you better.



**CITY OF HUTCHINS
RESOLUTION NO. R2025-06-1266**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CONTRACTUAL AGREEMENTS RELATED TO EMPLOYEE BENEFITS FOR FISCAL YEAR 2025-2026 AT AN ESTIMATED ANNUAL COST OF \$1,128,850; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hutchins, is constantly seeking ways to improve working conditions, employee relations, retention, and recruitment efforts to remain a competition employer; and

WHEREAS, annually employee fringe benefits are evaluated for net cost, employee satisfaction, value, usability, and customer service; and

WHEREAS, the City of Hutchins utilized a professional and licensed broker to obtain competitive quotes for employee benefits for an annual term of August 1 through July 31; and

WHEREAS, the City of Hutchins finds it in the best interest of employees for the City of Hutchins to provide several options for benefits including those managed by the Director of Human Resources without financial contribution provided by the City of Hutchins; and

WHEREAS, employees may select medical, dental, vision, life and voluntary life offered through BlueCross/BlueShield with premium contributions from the City of Hutchins at an estimated cost of \$1,128,850; and

WHEREAS, employees may select supplemental coverages including short term disability, critical illness insurance, accident insurance, or hospital medical bridge insurance offered through AFLAC at their own expense to be processed as a payroll deduction; and

WHEREAS, the City Council authorizes the City Administrator, or his designee, to accept and execute contractual agreements for employee insurance plan renewals for fiscal year 2025-2026 at an estimated annual cost of \$1,128,850;

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

SECTION 1. The City Administrator, or his designee, is hereby authorized to execute contractual agreements for employee insurance plan renewals for fiscal year 2025-2026 at an estimated cost of \$1,128,850.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 16th day of June 2025.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary



STAFF REPORT

MEETING DATE: June 16, 2025

MEETING TYPE: Regular Council Meeting

SUBMITTED BY: Chief Perry

AGENDA CAPTION: [Police department replacement vehicle] Presented by [Steve Perry, Police Chief]

Background Information

On April 15, 2025, Unit # 147 was involved in a motor vehicle accident. As a result of the accident TML has declared the vehicle a total loss. The market value of the 2018 Chevrolet Tahoe VIN # 1GNLCDEC8JR158685 is \$ 18,845.00.

Staff contacted Caldwell Country Chevrolet for a bid to replace the vehicle with a like unit. It was reported to staff that the Chevrolet order banks for Police Pursuit Vehicles is currently closed, and we would not be able to replace this vehicle until 2026 when the order bank for PPV opened.

Staff is recommending that we replace unit # 146 which is a 2016 Chevrolet Tahoe that currently has 88,900 miles. Unit # 146 will remain in service and be reassigned to Police admin and CID divisions.

Budget Implications

2025 Chevrolet Tahoe LS \$ 58,734.00

Insurance proceeds \$ 18,845.00

Fund balance \$ 39,889.00

Operational Impact

Three Lieutenants are currently sharing one vehicle. This would free up unit # 146 to be used in the admin and CID divisions.

Legal Review

N/A

Staff Recommendation

Approve purchase of a 2025 Chevrolet Tahoe LS

Supporting Documentation and Attachments

Quote from Caldwell Country Chevrolet

Email correspondence from TML

Resolution authorizing purchase

**CITY OF HUTCHINS
RESOLUTION NO. R2025-06-1267**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS AUTHORIZING CITY ADMINISTRATOR TO PURCHASE ONE 2025 CHEVROLET TAHOE LS FROM CALDWELL COUNTRY CHEVROLET AT THE QUOTED BID PRICE OF \$58,734.00 UTILIZING BUYBOARD CONTRACT 724-23; AND APPROPRIATING FUNDS FROM FISCAL YEAR 2024/2025 FUND BALANCE; AND ESTABLISHING AN EEFECTIVE DATE.

WHEREAS, Texas Local Government Code Section 791.001 authorizes members of the Local Government to utilize Buy Board Contract #724-23 in order to comply with State bidding requirements; and

WHEREAS the City of Hutchins is a member of the Buy Board Local Government Purchasing Cooperative agreement adopted by council; and

WHEREAS, the City of Hutchins has obtained a bid quote from Caldwell Country Chevrolet, Caldwell, Texas utilizing Buy Board contract #724-23 in order to purchase one 2025 Chevrolet Tahoe LS; and

WHEREAS, the bid quote from Caldwell Country Chevrolet, located in Caldwell Texas establishes the price to purchase one 2025 Chevrolet Tahoe LS at \$58,734.00; 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 one new 2025 Chevrolet Tahoe LS from Caldwell Country Chevrolet at the quoted bid price of \$58,734.00 utilizing Buy Board Contract No. 724-23.

NOW THEREFORE BE IT RESOLVED 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 one 2025 Chevrolet Tahoe LS from Caldwell Country Chevrolet at the quoted bid price \$58,734.00 and

SECTION 2. That the City Council of the City of Hutchins, Texas hereby authorizes the appropriation of said funds from the FY 2025 Cities fund balance.

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

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, DALLAS COUNTY, TEXAS, ON THE 16th DAY OF JUNE 2025.

APPROVED:

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

CALDWELL COUNTRY CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD 724-23

Section D, Item3.

End User: CITY OF HUTCHINS Caldwell Rep: BEN LAUREANO QUOTE#52225
 Contact: CHIEF STEVE PERRY Phone: 979-567-6155
 Phone/email: _____ Date: Thursday, May 22, 2025
 Product Description: CHEVROLET TAHOE email: ben@caldwellcountry.com

A. Bid Series: 9 A. Base Price: \$ **58,009.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CC10706	2025 CHEVROLET TAHOE LS	INCL		TRAILERING EQUIPMENT	INCL
1LS	LS EQUIPMENT GROUP	INCL		REMOTE VEHICLE START	INCL
A50	FRONT BUCKET SEATS	INCL		FLOOR, CARPET	INCL
C6G	GVWR, 7.600 LBS	INCL		THIRD ROW 60/40 SEATING	INCL
H0U	JET BLACK, CLOTH SEAT TRIM	INCL		HD REAR VISION CAMERA	INCL
RCV	WHEELS, 18 ALUMINUM	INCL		LANE KEEP ASSIST/DEPARTURE	INCL
L84	ENGINE 5.3L V8	INCL		PARK ASSIST	INCL
MHS	TRANS 10-SPEED AUTO	INCL		REAR WINDOW, DEFOGGER	INCL
GAZ	WHITE, EXTERIOR COLOR	INCL		WIFI CAPABLE	INCL
				RUNNING BOARDS	INCL
				SMOOTH RIDE SUSPENSION	INCL

Total of B. Published Options:

C. Unpublished Options [Itemize each below, not to exceed 25%]

Disclaimer	Unpublished Options	Bid Price
PRICES/QUOTES ARE VALID FOR THIRTY (30) DAYS DUE TO SUPPLY CHAIN CONSTRAINTS. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER A PURCHASE ORDER IS ISSUED	FACTORY ORDER Q3/Q4 2025	COLOR / DELIVERY

Total of C. Unpublished Options:

- D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:
- E. UPFITTERS:
- F. Manufacturer Destination/Delivery:
- G. Floor Plan Interest (for in-stock and/or equipped vehicles):
- H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- I. Contract Price Adjustment: _____ \$ -
- J. Additional Delivery Charge: _____ miles \$ 325.00
- K. Subtotal: \$ 58,334.00
- L. Quantity Ordered 1 x K = \$ 58,334.00
- M. Trade in: _____
- N. BUYBOARD FEE PER PURCHASE ORDER \$ 400.00
- O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE (PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE) \$ 58,734.00

Steve Perry

From: Cheryl Major <Cheryl.Major@tmlirp.org>
Sent: Wednesday, June 4, 2025 8:48 AM
To: Steve Perry; ALP Mail
Cc: James Quin; Maria Joyner; Karen Steward
Subject: RE: [External] FW: TX0000000238193 - (DOL 4/15/25) 2018 Chevrolet Tahoe (1GNLCDEC8JR158685)

ESPRESSO/STOCK You don't often get email from cheryl.major@tmlirp.org. [Learn why this is important](#)

Good morning,

Please send the title for 2018 Chevrolet Tahoe (1GNLCDEC8JR158685); sign the back and front of the title and submit it by mail. Please include a note indicating the claim number - TX0000000238193.

TMLIRP
Attn: Cheryl Major
P.O. Box 149194
Austin, TX 78714

When I receive the title, I will request and mail the check in the amount of \$ \$18, 845.50.

Thank you,

Cheryl Major
Auto Claims Specialist
Direct: 512-491-2321 | Toll-Free: 800-537-6655
Fax: 512-491-2366

From: Steve Perry <sperry@cityofhutchins.org>
Sent: Tuesday, May 27, 2025 2:39 PM
To: Cheryl Major <Cheryl.Major@tmlirp.org>; ALP Mail <alpmail@tmlirp.org>
Cc: James Quin <j.quin@cityofhutchins.org>; Maria Joyner <m.joyner@cityofhutchins.org>; Karen Steward <ksteward@cityofhutchins.org>
Subject: RE: [External] FW: TX0000000238193 - (DOL 4/15/25) 2018 Chevrolet Tahoe (1GNLCDEC8JR158685)

Cheryl,

Because the vehicle is a total loss, the City of Hutchins will choose option 1.

Thanks

Steve Perry
Chief of Police

Hutchins Police Department
chief@hutchinspd.org
Office 972-225-2225

Section D, Item3.



From: Cheryl Major <Cheryl.Major@tmlirp.org>
Sent: Thursday, May 22, 2025 4:48 PM
To: Steve Perry <sperry@cityofhutchins.org>; ALP Mail <alpmail@tmlirp.org>
Subject: RE: [External] FW: TX0000000238193 - (DOL 4/15/25) 2018 Chevrolet Tahoe (1GNLCDEC8JR158685)

You don't often get email from cheryl.major@tmlirp.org. [Learn why this is important](#)

RE: Total Loss - 2018 Chevrolet Tahoe (1GNLCDEC8JR158685)

Hello Chief,

At this time, the vehicle has been inspected and deemed a total loss due to the extent of the damages.

You now have two options on how to proceed and TML will handle accordingly.

Settlement options:

Option 1- TML takes possession of the vehicle salvage.

Settlement = \$19,095.50 market value - \$250 deductible = \$18, 845.50 payment

Option 2- The City keeps the vehicle salvage.

Settlement = \$19,095.50 market value - \$5,445.32 salvage – \$250.00 deductible = \$13,400.18 payment

Please let us know how you would like to proceed and reach out if you have any questions.

Best,

Cheryl Major
Auto Claims Specialist

Direct: 512-491-2343 | Toll-Free: 800-537-6655
Fax: 512-491-2366

Section D, Item3.

**ACV = (Actual Cash Value)

From: Steve Perry <sperry@cityofhutchins.org>
Sent: Thursday, May 22, 2025 2:04 PM
To: alpmail@tmlirp.org
Subject: [External] FW: TX0000000238193 - New claim (DOL 4/15/25)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, Mrs. Major

Is there a quote back from the adjuster in reference to this claim # TX0000000238193.

Thanks

Steve Perry
Chief of Police
Hutchins Police Department
chief@hutchinspd.org
Office 972-225-2225



From: Karen Steward <ksteward@cityofhutchins.org>
Sent: Wednesday, May 21, 2025 4:03 PM
To: Steve Perry <sperry@cityofhutchins.org>
Subject: FW: TX0000000238193 - New claim (DOL 4/15/25)

See claim number in subject line.

From: Cheryl Major <alpmail@tmlirp.org>
Sent: Monday, April 28, 2025 10:58 AM
To: Karen Steward <ksteward@cityofhutchins.org>
Subject: TX0000000238193 - New claim (DOL 4/15/25)

Good morning!

I left you a voicemail and thought it may be more convenient to email you.

My name is Cheryl and I'm a new adjuster here at TML. I wanted to get some additional information regarding your damaged vehicle. Is it at a towing facility or at a City facility? Can you provide me with a contact name for the appraiser? I will be assigning "On the Go Appraisals" to estimate your vehicle.

Also, has the third party reached out to file a claim?

Cheryl Major
Auto Claims Specialist
Direct: 512-491-2343 | Toll-Free: 800-537-6655
Fax: 512-491-2366



STAFF REPORT

MEETING DATE:	June 16 th 2025
MEETING TYPE:	City Council
SUBMITTED BY:	Wanda Randle
AGENDA CAPTION:	Discuss and consider authorizing the City Administrator to execute a Professional Service Agreement with TurningArt

Background Information

The new City Hall Architectural Design includes 3 phases of Art in Public Places. This project is part of the current budget and does not require a new budget proposal.

Phase I-Mosaic

Phase II – Sculpture

Phase III- Interior

The goal of Phase III of the project is to expand City Hall’s ‘first of its artwork collection by outfitting the interior priority spaces with dynamic and varied local artworks. These spaces include the City Hall and Event Center Main Entry. The collection will speak to the City’s history, while celebrating the future.

VISION
Celebrate | Welcome | Gather | Connect | Inspire | Immerse

Budget Implications

\$60,000.00

Operational Impact

NA

Legal Review

In Legal review

Staff Recommendation

We recommend moving forward with this initiative to enhance the public experience at the new City Hall and to solidify Hutchins' identity through artistic expression

Supporting Documentation and Attachments

Staff report and Turning Art Agreement

**CITY OF HUTCHINS
RESOLUTION NO. R2025-06-1268**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF HUTCHINS AND TURNINGART, INC. FOR ART CONSULTANT SERVICES IN AN AMOUNT NOT TO EXCEED \$60,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutchins has been presented with a proposed Agreement for Art Consultant Services between the City and TurningArt, Inc. (the “Agreement”); and

WHEREAS, the City Council of the City of Hutchins finds it in the best interest of the City of Hutchins to authorize the City Administrator to execute the Agreement, attached hereto as Exhibit “A,” on behalf of the City of Hutchins.

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

SECTION 1. The City Administrator is authorized to negotiate and execute the Agreement, attached hereto and incorporated herein as Exhibit “A,” and all related documents thereto on behalf of the City of Hutchins.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 16th day of June, 2025.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(06-10-2025: 4915-3250-6700, v. 1)

EXHIBIT "A"
Agreement for Art Consultant Services

4915-3250-6700, v. 1

Turning Art

ART CONSULTANT SERVICES PROPOSAL FOR

City of Hutchins :: City Hall

PREPARED BY

Erin Doherty | Senior Art Advisor | erin@turningart.com

Aubrey Thorp | Director of Enterprise | aubrey@turningart.com

Project Plan



TurningArt is thrilled to continue our partnership with the City of Hutchins as we expand their public art collection through the interior artwork scope of the new City Hall. As the city’s first project of this kind, the integrated public artworks — both interior and exterior — are designed to establish City Hall as a civic landmark and cultural destination. Building on the momentum of the exterior artworks, which includes locally designed and crafted mosaics and a monumental sculpture, we aim to ensure that interior installations echo and elevate the vision already set in motion.

We remain committed to working in close collaboration with the architect, design and construction teams, and key stakeholders to bring the city's rebrand to life. This proposal outlines our preliminary plan for the interior artwork program, featuring curated artist highlights, a clear project roadmap, and turnkey pricing. As both creative leaders and project managers, TurningArt will guide the process from concept through installation — delivering thoughtful, high-impact artwork on time and on budget.

GOAL
Expand City Hall's 'first of it's kind' artwork collection by outfitting the interior priority spaces with dynamic and varied local artworks. **The collection will speak to the City's history, while celebrating the future.**

VISION
Celebrate | Welcome | Gather | Connect | Inspire | Immerse

KEY AESTHETICS
TBD



CONFIGURATION A :: COMPLETE

This configuration is recommended, alternates available. Section D, Item 4.

Style & Size Key

- 52"x70" CF [0]
- 45"x60" CF [0]
- 36"x48" CF [0]
- 30"x40" CF [2]
- 30"x40" P [0]
- 26"x32" P [0]
- 18"x22" P [0]
- Originals & Commissions [2]



Gallery Wrap Canvas (CF)



Framed Paper Giclée (P)



2D Original/Commission



3D Original/Commission





Artwork Scope

SIZE & STYLE

18"x22" P

Config. A Complete

0

26"x32" P

0

30"x40" P

0

30"x40" CF

2

36"x48" CF

0

30"x60" CF

0

45"x60" CF

0

52"x70" CF

0

Originals

(Varying Sizes & Media; TBD)

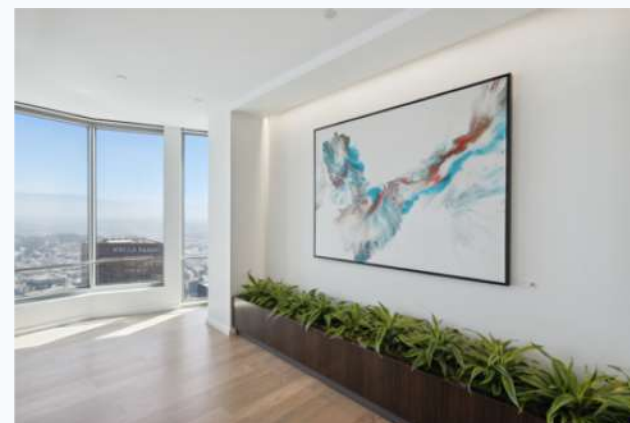
2

Total across size & style

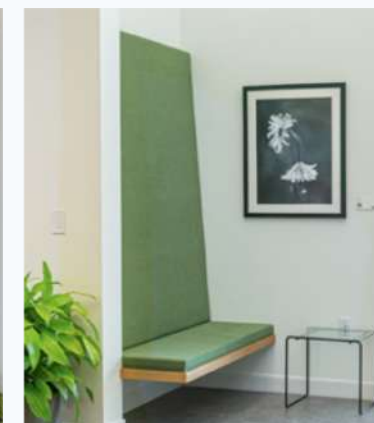
4



Originals & Commissions



Gallery Wrapped Canvas



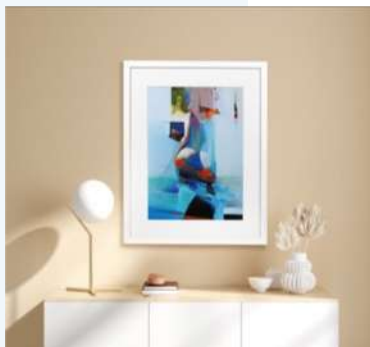
Paper Giclée



Fine Art Prints

Paper Giclée

Our giclée paper prints are produced on a proprietary material carefully selected for its ability to display vibrant colors and capture subtle detail.



✓ *Gallery Wrap Canvas*

Our giclée canvas prints are vibrant and high-definition, printed with archival inks on premium canvas, which provide each piece its texture and depth.



✓ *Fine Art Framing*

Handmade from natural, recycled material, our frames beautifully complement any piece of art. Available in black, silver, maple, walnut, white, and gold.



Sublimated Metal

Our metal prints are extremely durable and 1/16" thick. Dye sublimated, heat pressed printing makes for exceptional clarity and detail.



Acrylic

Our acrylic prints give the artwork depth and striking color, creating a more modern aesthetic. They are very durable with a 1/4" thickness.



Sublimated Wood

Our wood prints bring a rustic, down-to-earth feel to the artwork, as the natural wood grains show through both colors and transparent parts of the image.



Originals & Commissions

✓ Original Artwork

Drawing from a network of over 3,000+ artists, your dedicated art advisor will work with you and the selected artist(s) to craft something one of a kind for your statement areas. Media options include but are not limited to painting, sculpture, wood, acrylic, metal, and found object.

Vinyl Graphic

TurningArt offers vinyl graphics, either cut or full wall applications for a variety of surfaces including drywall, glass, magnetic metals, and exterior treatments. Certified LEED options available.

✓ Site-Specific Commissions

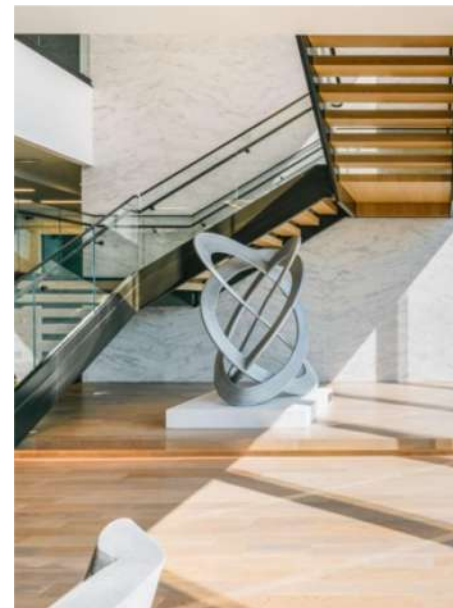
Drawing from a network of over 3,500+ artists, your dedicated art advisor will work with you and the selected artist(s) to craft something one of a kind for your statement areas. Media options include but are not limited to painting, sculpture, wood, acrylic, metal, and found object.

Hand-Painted Mural

Custom designed by the artist or artists of the client's choosing. Using non-toxic paint and any other necessary materials dependent upon the installation site, murals can be completed on building interiors and exteriors. Priced based on square footage, design detail, and artist experience.

Digital Art

In partnership with Touchsource, TurningArt can offer world class hardware, software, and content subscriptions on touch or touchless screen displays for still and animated digital artworks.





Framed Paper Giclée

Our fine art giclée prints are produced on archival paper with a matte finish, carefully selected for its ability to display vibrant colors and capture subtle detail.

Our minimalist frames are made of a natural, recycled material. Each frame comes with a custom 4 ply, smooth solid white core mat and premium shatterproof acrylic cover.



Sizes

- 18"x22"
- 26"x32"
- 31"x41"

Frame Colors

- Black
- Maple
- Gold
- White
- Walnut
- Silver



Gallery Wrap Canvas

Our feature fine art cotton blend canvases are gallery-wrapped and hand stretched on 1.5" stretcher bars. There is an option to add a minimalist hardwood floater frame (3/8" face, 2" profile, 1/4" gap) in a variety of finish options.

Sizes

- 18"x24"
- 24"x32"
- 30"x40"
- 36"x48"
- 45"x60"
- 52"x70"

Frame Colors

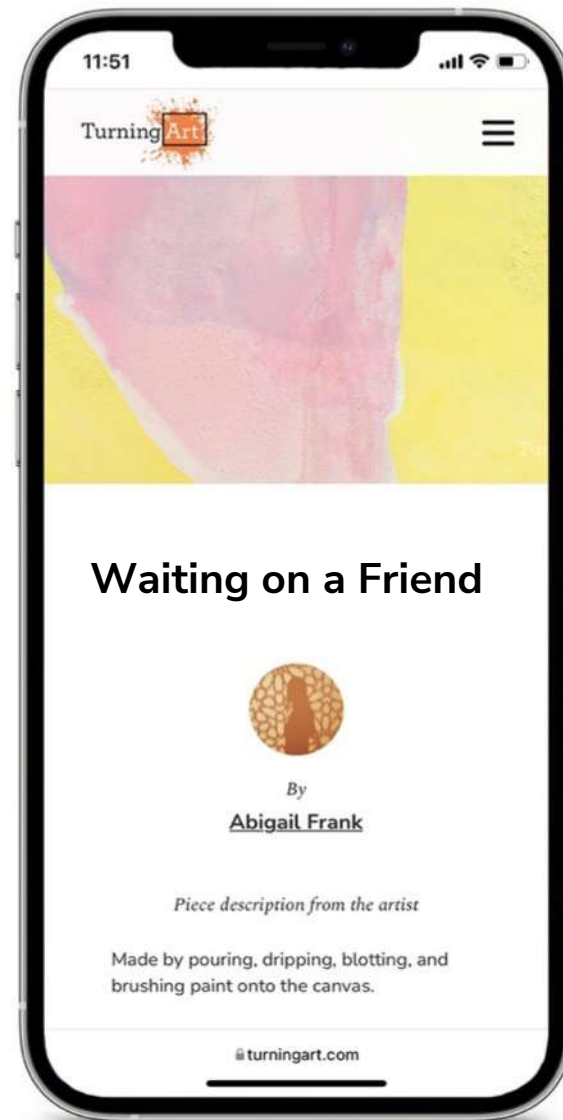
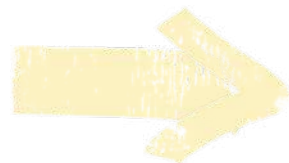
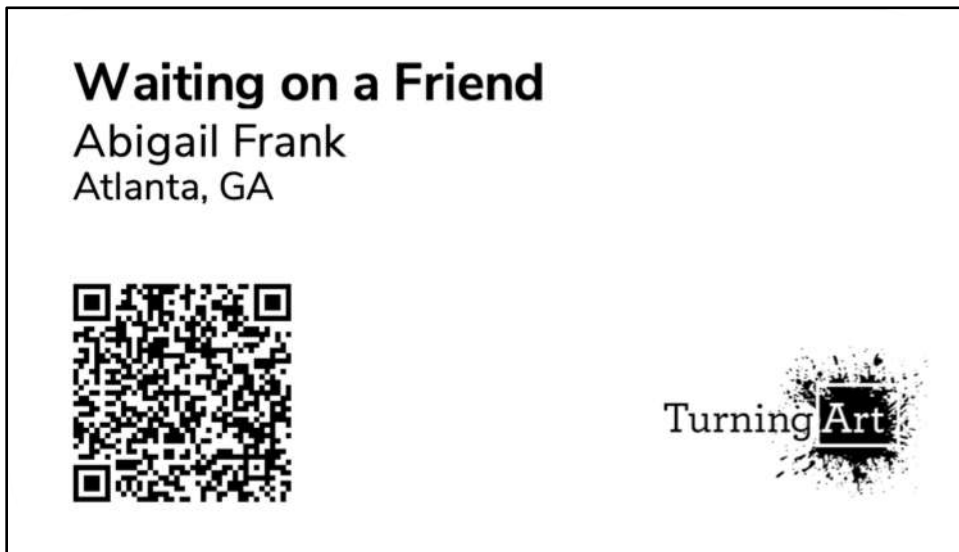
- Black
- Silver
- Maple
- Walnut
- White
- Gold





Tech-Enabled Placards

Every piece in your collection comes with a tech-enabled 3.5"x2" mat board placard for display via command strip for easy removal. Each placard includes a QR code that navigates to the artist's piece page. This way, all viewers can learn more about the art and the artist, with options to support and share.



Placards are always optional.

Customizations are available upon request and subject to additional fees.

Art & Design

All Original Artists & Artworks Pending Availability



Clean – Modern – Bright - Welcoming



MOOD BOARD :: LOCAL ORIGINALS & COMMISSIONS INSPIRATION



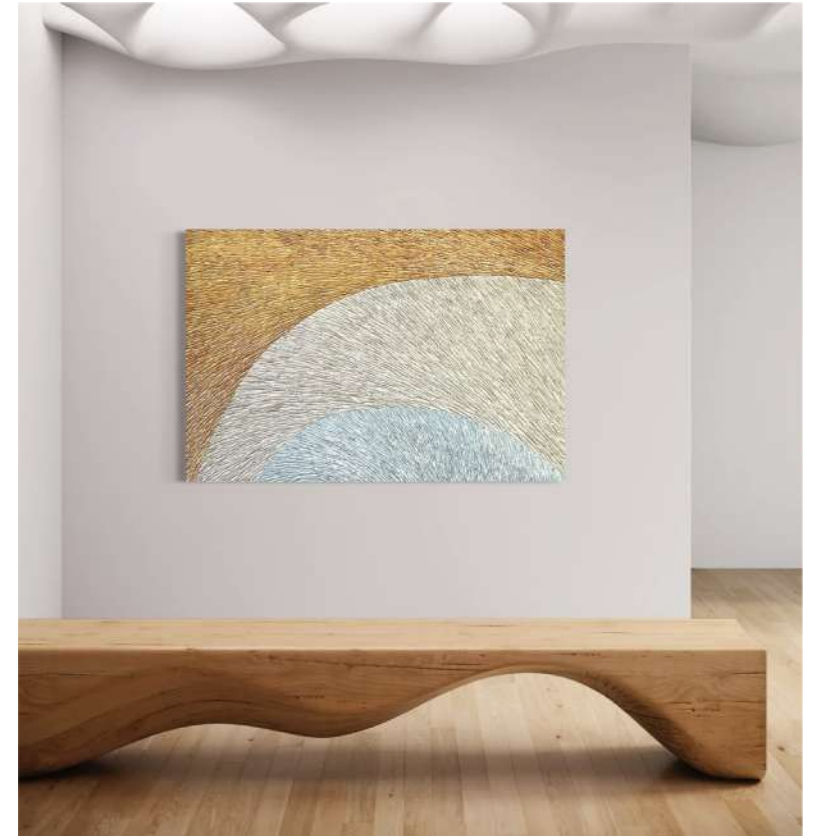
Dimensional – Bright – Textured – Intriguing – Engaging



Daniela Pasqualini

Based in Dallas, Daniela Pasqualini is an experienced Italian painter whose abstract artwork have been exhibited internationally and are held in private collections worldwide. Since she was a child, Pasqualini has been expressing herself through drawing and sketching, developing a passion for the arts. **By breaking down elements of flora and fauna**, she transforms her observations of nature onto the canvas, **bringing rhythm to splashes of vibrant color and creating texture through form.**

“My paintings convey years of travel seeking stories of all kind; experiences involving nature, places, people and sounds that are woven into the relationship with vibrant colors, texture and lines...”





Ray Beldner

Ray Beldner's **collage works** are made from **images of historic artworks** mined from **books, auction catalogs, and magazines**. He is drawn to the shapes, colors, and textures in other artist's work, which he then deconstructs to create wholly new forms and narratives. Beldner's artwork has been exhibited both nationally and internationally and can be found in many public and private collections including the Smithsonian National Portrait Gallery and the Federal Reserve Board, Washington D.C., the Fine Arts Museums of San Francisco, Oakland Museum of California, the San Jose Museum of Art, the diRosa Preserve in Napa, California, among others.





Sonja Quintero

Sonja Quintero is a fine art photographer living and working in Dallas, Texas. She began teaching herself the discipline, the old-fashioned way, with black and white film and a fixed 50mm lens. Today, she is a full time photographer and is well versed in both the film and digital realms of the medium.

Influenced deeply by her background in design and architecture, **Sonja's primary artistic focus has been on documenting the scenes of everyday city life.** Inspiration finds her among the sights of shady street corners, neon lights and towering buildings. **She loves to capture those little details that often go overlooked.** Through her photographs she strives to show the viewer the allure and vibrancy of our urban worlds. To her, "there is balance, beauty and thoughtful design to be found in every nook and cranny". Her photographs reflect a unique vision that celebrates the expression of individuality. Sharing this singular vision, is what drives her. Of her work, she says: **"I want my photos to connect to people on a very personal level, one that will enliven their days, excite their spirit and broadens their minds."**





Lucrecia Waggoner

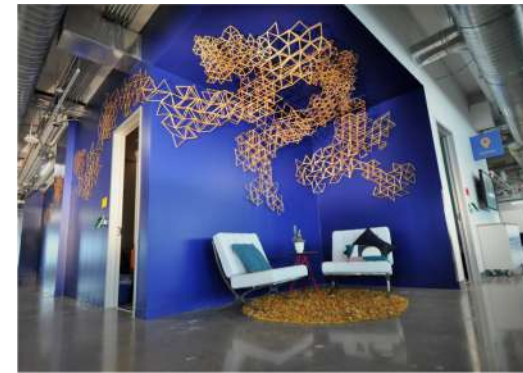
Lucrecia Waggoner is constantly **reaching for growth in every facet of life**. She believes personal growth fuels artistic enrichment. This belief forms the foundation of Waggoner’s artwork, which is visually represented in the multi-layered pieces she creates. At their core, her works reflect a symbiotic relationship with nature and her life journey. **Waggoner’s cornerstone of growth and expression is seen in blossoming flowers and woven tulips**. Although her work is both abstract and representational, **she aspires for viewers to experience a sense of organic serenity**. Considered a minimalist, Waggoner also strives to convey deep expression—an extension of her passionate personality and rich cultural background.





Melissa Borrell

Austin-based artist Melissa Borrell creates kinetic, architectural sculptures and immersive environments that surprise and delight while striving to inspire participants to see the world in a new way. Using light, shadow and movement, she creates artwork and spaces that encourage viewers slow down, wonder and smile. Fascinated by math, geometry, nature, technology and architectural forms, Melissa's work is sophisticated yet playful. With an engineering mind and a delicate aesthetic, Melissa combines materials and shapes in a unique way to create environments that illuminate the things that she finds awe-inspiring.





Erika Huddleston

Erika Huddleston's artwork **centers on the study of nature within urban environments**. She is particularly interested in how the perception of changing natural processes in urban park settings can influence human psychology. By spending long hours painting in "urban wilderness" areas of cities around the world, Huddleston is able to conduct extended onsite analysis and observation that goes beyond the scope of a brief site visit. **All of her works are created life-size and are drawn and painted from a seated position in the landscape, whether capturing the delicate form of a small flower or the expansive structure of large tree branches.**





Statement Commission



Ray Beldner

Welcome the community to City Hall with a custom, statement installation that unites the exterior mosaics and sculpture through color, dynamic movement, and powerful storytelling. Ray Beldner's **collage works** are an exciting fit, as they are made from images of historic artworks mined from books, auction catalogs, and magazines. There's an exciting opportunity to commission him to pull from the City of Hutchin's history, transforming it into a modern installation that honors the past while celebrating the future.



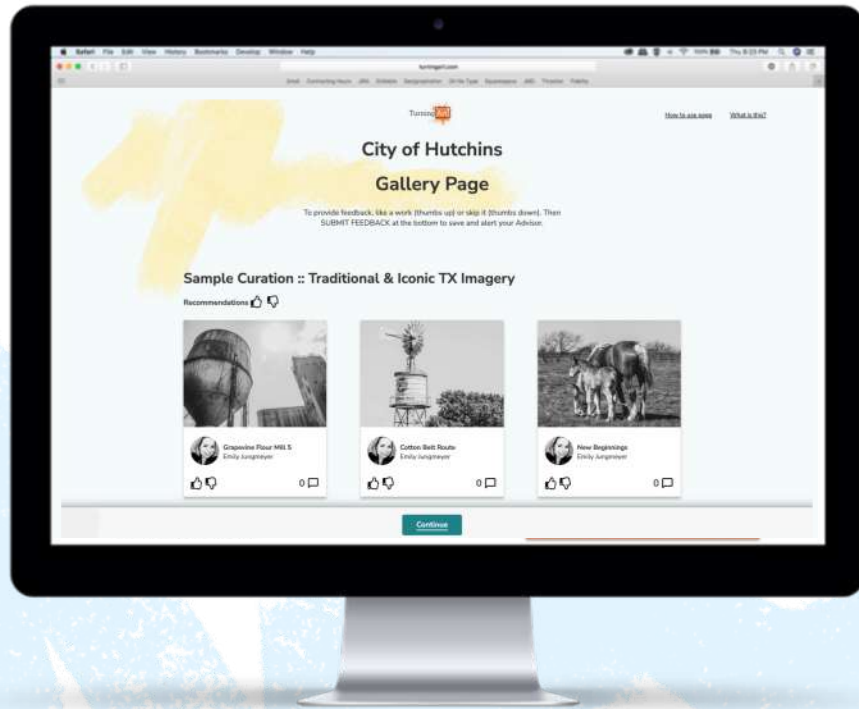
Existing Originals & Prints



Erika Huddleston

Complement the organic and familiar scene at the entry of the event center with an inviting and colorful painting. Erika Huddleston's artwork centers on the study of nature within urban environments, and offers a lively take on local fauna. Through texture, abstraction, and representation of nature, the event center is an exciting opportunity to offset the familiar, historical photography throughout the rest of the space. The event center will be used by families, friends, professionals, and should have a universally inspiring, and playful feel which the art should mimic.

Supporting prints will be placed in the restroom corridor, complementing the palette and style seen in the entry.



The City of Hutchins' Interactive TurningArt Gallery

Click to preview and provide feedback:

<https://www.turningart.com/client-collection/g2xU-VUCtB3JfD3iezPh0w>

This preliminary gallery is meant to serve as a general style assessment as we get to know your preferences and is a great tool for aesthetic alignment across multiple voices. To submit your feedback, follow the simple steps below!:

1. Like it [thumbs up] or skip it [thumbs down] reactions
2. Enter any comments and your name at the bottom of the page
3. Click submit!

Process & Timeline



Your Team



Erin Doherty
SENIOR ART ADVISOR



TX Based!

Aubrey Thorp
SENIOR ART ADVISOR & PROJECT MANAGER

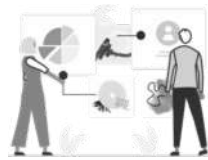
Supported by:



TA Artist Services



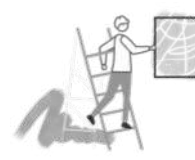
TA Custom Tech



TA Marketing



TA Leadership



TA Operations



Artist Network
3,000+ Artists, Muralists, Sculptors, Designers



Preliminary

Process Overview [2D/3D Wall Mounted Artwork & Installations]



Master Planning <i>May 2025 – June 2025</i>	Artist & Artwork Selection <i>June - July 2025</i>	Procurement & Installation <i>August 2025</i>
<ol style="list-style-type: none"> 1. Define art program goals, themes, and vision 2. Finalize art scope & budget Execute Service Agreement upon finalization of scope and project budget. 3. Identify & map engagement with key stakeholders, committees, and end users 4. Establish design approvals process 5. Timeline development 	<ol style="list-style-type: none"> 1. TurningArt creates a detailed artist brief with project overview, existing exterior artwork activations and aesthetic direction to distribute amongst potential, local artists 2. Engage local artist community & beyond through recruitment as needed 3. <i>Engage Panel for approval on artist/artwork selection</i> 4. Select artist/artwork; artist contract executed 5. Work alongside architect & buildout team to align on installation needs. 6. <i>*If custom commissions are desired; expect design development phase of approx. 4 weeks.</i> 	<ol style="list-style-type: none"> 1. Logistics coordination for delivery and installation 2. Installation and installation oversight of all artwork activations <p><i>*This timeline assumes purchase of existing, available artwork, and no Design Development/fabrication needed. There is possibility that some artists may be available and interested in creating a custom work within the timeline, TBD.</i></p>

Includes unlimited meetings and access to a dedicated Art Advisory team

THIS IS A PRELIMINARY OVERVIEW, A COMPREHENSIVE TIMELINE WILL BE DEVELOPED DURING PHASE 1, MASTER PLANNING



Budget



Turnkey Services

- Project management & coordination with client team including Project Manager, Architect & Designers, etc. ✓
- Art configuration development & refinement ✓
- Artist recruitment & onboarding ✓
- Draft & management of Artist RFP ✓
- Informational collateral & support ✓
- Design & Curation management of all artwork ✓
- Procurement & fabrication coordination ✓
- Shipping & handling ✓
- Logistics coordination ✓
- Equipment & materials ✓
- Delivery & installation ✓
- Installation insurance ✓
- Tech-enabled placards ✓
- Professional site photography ✓
- Product Warranty *[Level of warranty dependent on selected artist/partner/material]. Should issues arise with or after installation, TurningArt will work with the project team to bring appropriate solutions to the table on a case-by-case basis.* ✓

PRICING SUMMARY

Config. A :: Complete

Turnkey Budget by Treatment	
Artwork Treatments	PURCHASE
[2+] 2D & 3D Originals <i>(Varying Sizes & Media; TBD)</i>	\$56,229
[2] Framed Fine Art Canvas Prints	\$3,771
Project TOTAL	\$60,000

PLEASE NOTE

Pricing is 100% Turnkey with the exception of Sales Tax (assuming tax exemption); All estimates are subject to change as scope evolves.

PROJECT TERMS

1. This agreement is subject to the terms and conditions of TurningArt's Master Service Agreement.
2. Fifty percent of the first-year total is due at signing. The remainder is due upon installation.
3. Curation, design, and installation coordination commence at signing.



TURNINGART SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is between TurningArt Inc., a Delaware Corporation (“TurningArt”) and the City of Hutchins (the “Client”) and is effective as of _____ (the “Effective Date”). Together, TurningArt and Client are the “Parties” and each is a “Party.”

1. Services

TurningArt shall provide to Client the services described below, including all deliverables set forth in this service agreement (collectively, in this service agreement, the “Services”) according to the specifications set forth herein, or as otherwise mutually agreed to by the Parties in writing. To the extent possible, TurningArt shall accommodate all reasonable requests by the Client for adjustments to the specifications and/or timing of the Services.

TurningArt, in conjunction with the Client, will source artwork and manage all details of the artwork program outlined herein.

The total budget for this project is sixty thousand dollars (\$60,000). This amount includes all associated fees and costs for the scope as outlined herein.

TurningArt will:

- Become familiar with the Client’s overall artwork aesthetic.
- Understand the needs of the Client’s various spaces through unlimited meetings.
- Provide a dedicated Art Advisor and support team.
- Seek experienced artists and designers to outfit all activation opportunities with quality artwork Products, through a collaborative curatorial recommendation process.
- Present artwork Product options to the Client and any designated committees for decision with unlimited access and meetings.
- Provide online voting tool access.
- Manage the proposal, design, production, delivery and installation processes.
- Work closely with the Client and with its architects, interior designers, and project managers to implement and oversee the installation of all Artwork Product as outlined herein.

The Client will:

- Maintain proper environment and reasonable care of artwork



2. Schedule of Services

TurningArt shall provide the Services according to the following schedule, which is subject to more detail as outlined in writing and mutually agreed by the Parties:

Kick off & Artist Recruitment	June 2025
Artist & Artwork Selection	July 2025
Procurement & Installation	August - September 2025

3. Compensation and Payment

A. As compensation for TurningArt's Services and Product satisfactorily performed hereunder, the Client shall pay to TurningArt the fees set forth below. TurningArt shall invoice the Client according to the schedule below, or upon such other schedule as the Parties may agree in writing. Except as otherwise set forth herein, the Client shall pay to TurningArt all invoiced amounts within thirty (30) days of receipt of each invoice. Payment 3 will be adjusted to reflect the remaining amount of TurningArt's fee as Services and Product evolve as the Parties may agree in writing. If the installation of the artwork program is to be completed in segments greater than thirty (30) days apart, TurningArt reserves the right to invoice for the portions of the collection that have been installed.

Payment 1: Upon signing of the contract: 50% (\$30,000)

Payment 2: Upon Project Completion: 50% (\$30,000)

B. In addition, TurningArt will procure, prepare and manage all artwork Product in accordance with the budget and Scope of Work provided herein.

C. All payments to TurningArt will be made via Check, ACH or Wire.



PURCHASE SERVICE AGREEMENT

4. Term and Termination

This Agreement shall commence as of the Effective Date and shall continue through the installation of the artwork program outlined in Exhibit A, currently anticipated in September 2025. The term of this Agreement may be amended by written agreement of the Parties.

If all of the Services required by this Agreement of TurningArt have been satisfactorily performed and full payment has been received by TurningArt for artwork procurement and for all such Services, either Party may terminate this Agreement effective immediately upon written notice to the other Party.

5. Confidentiality

For purposes of this Agreement, each Party's confidential information ("Confidential Information") shall mean all proprietary, secret or confidential information or data relating to Client or TurningArt and their respective operations, employees, services, clients or customers, respectively, that such Party supplies in connection with this Agreement and that either is designated by the disclosing Party as confidential or that the receiving Party should reasonably believe is confidential based on the subject matter or the circumstances of its disclosure. Confidential Information does not include information that is (a) publicly known; (b) already known to the Receiving Party; (c) lawfully disclosed by a third party; (d) independently developed; or (e) disclosed pursuant to legal requirement or order.

Each Party receiving Confidential Information of the other Party shall (i) maintain the Confidential Information in strict confidence; (ii) use at least the same degree of care in maintaining the secrecy of the Confidential Information as it uses in maintaining the secrecy of its own proprietary, secret, or confidential information, but in no event less than a reasonable degree of care; (iii) use Confidential Information only to fulfill its obligations under this Agreement and for no other purpose; and (iv) return or destroy all documents, copies, notes, or other materials containing any portion of the Confidential Information upon request by Client or TurningArt or upon termination of this Agreement, provided, however, the returning Party may retain one copy of all material returned for archival evidentiary purposes.

6. Limitation of Liability and Indemnification

Neither Party nor its affiliates shall be liable for any indirect, incidental, consequential or special or punitive damages of any kind, including without limitation, damages for loss of use, loss of data, lost revenue or profits, in connection with the Services or any matter to which this Agreement relates.

Each party shall indemnify the other party and its affiliates from and against all losses, damages and claims arising under or in connection with (a) that party's breach of this agreement, or (b) damage to the property of the other party or third-party personal injury or death caused by the gross negligence or willful misconduct of the indemnifying party or its agents.

TurningArt will exercise its best judgment and reasonable care in the performance of its duties under this Agreement and shall not be liable for any error of judgment or mistake of law or for any loss suffered by Client in connection with this Agreement relates except for a loss resulting from willful misfeasance, bad faith or gross negligence on the part of TurningArt in the performance of its duties. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF TURNINGART ARISING UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES FOR SERVICES (FOR THE AVOIDANCE OF DOUBT, EXCLUDING THE PROCUREMENT COSTS) PAID BY CLIENT TO TURNINGART WITHIN THE PRECEDING TWELVE (12) MONTHS.

Section D, Item 4.

7. Independent Contractors

Client and TurningArt are independent contractors and nothing in this Agreement shall be construed to create an agency, employer/employee, partnership, joint venture or any other relationship between the Parties. Each Party will be responsible for income, employment and/or other taxes, and workers' compensation liabilities for its employees and other personnel providing services hereunder. Neither Party shall have the authority to make any commitment on behalf of the other.

8. General Terms

This Agreement is governed by and construed under the laws of Massachusetts, without regard to its conflicts of law principles. Disputes shall be resolved exclusively in the Federal or State Courts of Massachusetts located in Boston. Neither party shall object to the venue in any such court or claim that any such court is an inconvenient forum. The Client may not assign this Agreement or any of its rights or obligations hereunder. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. The obligations of either party to perform under this Agreement will be excused during each period of delay caused by acts of God, war or terrorism, or by shortages of power or materials or governmental orders that are beyond the reasonable control of the party obligated to perform and prevent such party from being able to perform. During the term of this Agreement and for three (3) years thereafter, the Client may not purchase or rent artwork created by an artist introduced to the Client by TurningArt, except for purchases or rentals directly from TurningArt. This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understandings, agreements or representations by or among the parties, written or oral, that may have related in any way to the subject matter hereof. The section headings in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may only be amended by the execution and delivery of a written instrument by or on behalf of each of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but of which shall together constitute one and the same instrument.

9. Copyright

The Client expressly understands and agrees that the Artists shall retain copyrights for all artwork procured, commissioned, or rented by the Client, whether original or reproductions

10. Nonsolicitation of TurningArt's vendors.

During the term of this Agreement and for three (3) years thereafter, the Client may not solicit or otherwise purchase or rent artwork created by an artist introduced to the Client by TurningArt.

[Signature Page Follows]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF HUTCHINS

By: _____

Name: _____

Title: _____

TURNINGART INC.

By: _____

Name: Mari Silipo Cook

Title: President

Turning Art

Thank you!

PREPARED BY

Erin Doherty | Senior Art Advisor | erin@turningart.com

Aubrey Thorp | Senior Art Advisor | aubrey@turningart.com

STAFF REPORT

MEETING DATE:	June 16th, 2025
MEETING TYPE:	City Council
SUBMITTED BY:	Wanda Randle
AGENDA CAPTION:	Discuss and consider authorizing the City Administrator to execute a Professional Service Agreement with DENNIS FAGANS Still & Moving Pictures.

Background Information

The new City Hall Architectural Design includes 3 phases of Art in Public Places. This project is part of the current budget and does not require a new budget proposal.

- Phase I-Mosaic
- Phase II – Sculpture
- Phase III- Interior

The goal of Phase III of the project is to expand City Hall’s ‘first of its artwork collection by outfitting the **interior administrative priority** spaces with Still photography shot in and around Hutchins at up to 14 locations as designated by the City of Hutchins. Photography on theme of economic drivers such as industrial, shipping and cultural themes. Likely locations are Bird Sanctuary, Railroad Tracks, Fire Station, City Park, Water Pond, Country, as directed by the city.

The collection will speak to the City’s history, while celebrating the future.

VISION
Celebrate | Welcome | Gather | Connect | Inspire | Immerse

Dennis Fagan is an award-winning assignment photographer who has lived and worked in Texas most of his career. He is also a commercial director who, with his long-time producer, and has handled large productions with full crews and advertising agencies from around the United States. His editorial assignments have included work for the New York Times, The Dallas Morning News, Texas Monthly Magazine, People Magazine, Forbes Magazine, and The Washington Post Sunday Magazine.

Budget Implications

\$ 41,100.00

Operational Impact

NA

Legal Review

Legal review status-approved

Staff Recommendation

We recommend moving forward with this initiative to enhance the public experience at the new City Hall and to solidify Hutchins' identity through artistic expression

Supporting Documentation and Attachments

Staff report

Our acrylic images are the very best quality possible for public display and are, accordingly

significantly more expensive than other types of wall mounted prints.

See acrylic samples below. Client list available.





**CITY OF HUTCHINS
RESOLUTION NO. R2025-06-1269**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF HUTCHINS AND DENNIS FAGAN FOR PHOTOGRAPHY SERVICES IN AN AMOUNT NOT TO EXCEED \$41,100.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutchins has been presented with a proposed Agreement for Photography Services between the City and Dennis Fagan (the “Agreement”); and

WHEREAS, the City Council of the City of Hutchins finds it in the best interest of the City of Hutchins to authorize the City Administrator to execute the Agreement, attached hereto as Exhibit “A,” on behalf of the City of Hutchins.

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

SECTION 1. The City Administrator is authorized to negotiate and execute the Agreement, attached hereto and incorporated herein as Exhibit “A,” and all related documents thereto on behalf of the City of Hutchins.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 16th day of June, 2025.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(06-10-2025: 4909-4576-0588, v. 1)

EXHIBIT "A"
Agreement for Photography Services

4909-4576-0588, v. 1

**Article III
Scope of Services**

Contractor shall provide the services specifically set forth in Exhibit “A.”

**Article IV
Schedule of Work**

Contractor agrees to commence services upon written direction from the City and to perform the required services in accordance with a schedule mutually agreed upon by the City and Contractor (the “Work Schedule”). Any work performed or expenses incurred by Contractor prior to Contractor’s receipt of a Notice to Proceed from the City shall be entirely at Contractor’s own risk.

**Article V
Compensation**

5.1 City shall compensate Contractor in an amount not to exceed Forty-One Thousand One Hundred Dollars (\$41,100.00), as set forth in Exhibit “A”, as follows:

- (a) \$13,700.00 due upon execution of this Agreement;
- (b) \$13,700.00 due twenty-one (21) days following execution of this Agreement; and
- (c) \$13,700.00 upon delivery and acceptance by the City of services provided under this Agreement.

5.2 City shall pay Contractor within thirty (30) days of the receipt of a proper invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

**Article VI
Devotion of Time; Personnel; and Equipment**

6.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City, and without decreasing the effectiveness of the performance of services required under this Agreement.

6.2 To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of

the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

6.3 Contractor shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

**Article VII
Relationship of Parties**

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Contractor is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. As such, the City shall not: train Contractor, require Contractor to complete regular oral or written reports, require Contractor devote its full-time services to the City, or dictate Contractor’s sequence of work or location at which Contractor performs its work.

**Article VIII
Suspension of Work**

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

**Article IX
Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

**Article X
Insurance**

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage in full force and effect as set forth in Exhibit “B” attached hereto. Contractor shall provide signed Certificates of Insurance verifying that Contractor has obtained the required insurance coverage for the City prior to the Effective Date of this Agreement.

**Article XI
Indemnification**

11.1 THE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS THE “CITY”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR’S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM THE CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR’S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. CONTRACTOR’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**Article XII
Termination**

12.1 Termination for Cause. City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. In the event of such termination, Contractor shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

12.2 Termination for Default. City shall terminate this Agreement immediately in the event Contractor fails to: (i) meet delivery schedules or (ii) otherwise conform to the specifications under this Agreement. Breach of contract or default authorizes the City to award the Agreement to another Contractor, purchase elsewhere, and charge the full increase in cost and handling to the defaulting Contractor.

**Article XIII
Miscellaneous**

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

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

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

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

13.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

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

13.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

13.8 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

13.9 Recitals. The recitals to this Agreement are incorporated herein.

13.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

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

With a copy to:

Joseph J. Gorfida, Jr.
Nichols | Jackson
500 North Akard Street
1800 Ross Tower
Dallas, Texas 75201
Telephone: 214-965-9900
jgorfida@nicholsjackson.com

If intended for Contractor:

Dennis Fagan
915 East 37th Street
Austin, Texas 78705
Telephone: (512)-479-4103
Email: _____

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

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

13.13 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor’s records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

13.14 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

13.15 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

13.16 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing

Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

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

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

13.18 No Excluded Nation or Foreign Terrorist Organization. Contractor certifies that Contractor is not engaged in active business operations within the Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806.051, 807.051, or 2252.153.

(signature page to follow)

EXECUTED this _____ day of _____, 2025.

City of Hutchins, Texas

By: _____
James W. Quin, City Administrator

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(06-06-2025: 4917-8870-6635, v. 1)

EXECUTED this _____ day of _____, 2025.

Dennis Fagan, Still and Moving Pictures

By: _____
Name: _____
Title: _____

EXHIBIT "A" Scope of Services



DENNIS FAGAN
STILL AND MOVING PICTURES

June 2, 2025

City of Hutchins
Mr. James Quin – City Administrator
321 North Main St., Box 500
Hutchins, Texas 75141

DRAFT AGREEMENT

Client: - City of Hutchins New City Hall

Description: Still photography shot in and around Hutchins at up to 14 locations as designated by Wanda and James.

DELIVERABLE A: Photography on theme of economic drivers such as industrial, shipping and cultural themes. Likely locations are Bird Sanctuary, Railroad Tracks, Fire Station, City Park, Water Pond, Country Road, Cowboy Hat, Longhorn Steer, Landscape, Inter-Modal Yard, Trinity River, Senior Center, Old City Hall, (Wildlife and Native plants as yet unspecified)

DELIVERABLE B: Fourteen finished photo mounted on quarter inch acrylic, shipped to City Hall and ready to hang in public areas. Fagan will hang are in one day. [If conditions require more than one seven-hour day, additional fee for second day of \$1600 per day will apply.]

One day of scouting with Wanda with follow up photos	\$ 1500.00
Six five hour shooting days including setup and take down	1600/9600.00
Misc. expenses for Dennis including meals, travel, and lodging	600/4,800.00
Photo review process w Wanda - retouch reviews	500.00
Budget for paying model fees to recognizable faces in photos	1500.00
Postproduction retouching and prep for printing	100/1400.00
Prop budget for cowboy hat or misc. needs	300.00
(Finals sent for approval. Printing takes fourteen days for production.)	
Installation day of art [14] onto walls (with assistant)	1900.00
Fourteen images printed and adhered to quarter inch acrylic	17,300.00
SIZES: 36x36 (4), 36x72 (8), 40X95 (2)	
Shipping charges from Austin to Hutchins, Texas with insurance	2,300.00

\$ 41,100.00 (non-taxable)

Terms: Third of this bid due to initiate project. Additional third 21 days after.
Balance due by check at delivery of prints to City Hall.

Designation of where each photo goes responsibility of Mary Ann.

Usage: unlimited usage and license transfers upon payment

[Please keep your files in safe location as we do not permanently archive photo files.]

915 East 37th Street, Austin, Texas 78705 512.479.4103

**EXHIBIT “B”
Insurance Coverage Required**

SECTION A. Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **THE CITY SHALL HAVE NO DUTY TO AWARD THIS CONTRACT UNTIL CERTIFICATES HAVE BEEN DELIVERED TO THE CITY.**

SECTION B. City reserves the right to review the insurance requirements of this section during the effective period of the contract end to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as Contractor.

SECTION C. Subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof; at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

- 1. *Workers’ Compensation*
 - (a) Statutory Limits:
 - (b) Employers' Liability - Worker’s compensation as required by Texas law with the policy endorsed to provide a waiver of subrogation as to the city, employer’s liability insurance of not less than \$100,000 for each accident.
- 2. *General Liability*
 - (a) Combined bodily injury - \$1,000,000 per occurrence and property damage
 - (b) General - \$1,000,000 aggregate. Where work is being performed in connection with an existing facility owned or leased by the City, the policy shall include fire legal liability of not less than \$100,000 per occurrence.
- 3. *Auto Liability*
 - (a) Bodily injury - \$500,000
 - (b) Property damage - \$300,000 or combined single limits. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with minimum limits of \$300,000, combined single limit each occurrence, for property damage, such insurance to include coverage for loading and unloading hazards.

Certificates of insurance of each policy shall be delivered to the City Purchasing office along with a statement of endorsement from each insurance company that such policy shall not be canceled, non-renewed, or materially changed without thirty days' written notice being given the City. Prior to the effective date of cancellation of such insurance, non-renewal, or material change, Contractor shall deliver to the City a replacement certificate in compliance with this contract.

Contractor will assume complete responsibility for any claim of property damage, loss, theft, or bodily injury, which may directly or indirectly arise from the Operation's performance under the terms of the contract. Contractor will hold harmless, release, and defend the City from all claims of liability that directly or indirectly arise under the terms of the contract. Contractor will be required to furnish the City a certificate and copies of public liability insurance in the minimum amount of \$1,000,000 for combined single limits.

- Alternatively, a State of Texas Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance. Employers who have rejected the Act, and have not been certified as self-insured employers, may not be eligible for a contract award.

NOTE: The City of Hutchins shall be named as an additional insured party on Contractor's general liability policy and any excess/umbrella liability insurance policies.

4917-8870-6635, v. 1



STAFF REPORT

MEETING DATE: June 16, 2025

MEETING TYPE: Regular Council Meeting

SUBMITTED BY: Chief Perry

AGENDA CAPTION: [MOU between Dallas College and the City of Hutchins]
Presented by [Steve Perry, Police Chief]

Background Information

Dallas College Veterinarian program will provide service to the City of Hutchins Animal Shelter at no cost during the fall semester. During each animal’s stay at Dallas College Veterinary Technology Program at Cedar Valley Campus, the following services will be provided free of charge:

- a. Physical Exam by Veterinarian
- b. Rabies vaccination (if needed)
- c. Other booster vaccinations (per AAHA – American Animal Hospital Association vaccination guidelines)
- d. Ear Cleaning (and ear cytology as needed)
- e. Nail Trim
- f. Anal Gland Expression
- g. Bath
- h. Depending on the classes offered each semester, the animal may receive at least one of the following:
 - i. Fecal exam (fall semester)
 - ii. Bloodwork (spring semester)
 - iii. Radiographs (spring semester)
 - iv. Urinalysis (summer semester)
- i. Upon request, the following procedures may be performed
 - i. Microchip implantation
 - ii. Heartworm testing

- iii. If the veterinarian determines that any of these procedures are unsafe for the animal or students, the service will not be performed at Dallas College and the Shelter will be notified.

- j. Treatment for minor conditions diagnosed in animals boarding at Dallas College (i.e. deworming, ear infections, mild upper respiratory infections) is provided by Dallas College at no charge to the Shelter. If the veterinarian advises additional medical intervention (i.e. lab work sent out, radiographs taken, etc.) the Shelter will first be notified, and payment arrangements made at that time.

- k. During their stay at Dallas College, each animal will be housed and fed according to USDA housing standards. All walking, cleaning, feeding, medicating, and general daily care of the animal will be the responsibility of Dallas College staff.

- l. In certain cases (e.g., extreme illness or difficult diagnosis), the Veterinarian and Kennel Manager may offer to extend boarding of an animal while the animal recuperates. In this event the Shelter will first be contacted for permission, and a new pickup date will be arranged. Treatment and payment will be discussed at the time and agreed upon by both parties prior to any treatment

- m. Work with the Shelter to get animals used during the semester adopted.
 - i. The Kennel Manager will advertise animals on campus to the Dallas College employees and students and coordinate any adoptions through the Shelter for animals held on campus.

- n. During the fall semester only, animals boarding at Dallas College may be considered for surgical sterilization as part of the Anesthesia and Surgery class. The animals to be spayed or neutered will be identified prior to their boarding stay or surgical appointment by authorized representative of the Shelter and by a Dallas College representative. If schedule permits, the animal will be sterilized at no cost to the Shelter, including post- operative pain medications.
 - i. The sterilization will be performed at the discretion of the staff veterinarian. Conditions under which sterilization will not be performed may include but are not limited to:
 - 1. The animal has or may have a disease.
 - 2. The animal is restricted by age or medical conditions.
 - 3. The animal is unsuitable for student handling.
 - 4. The animal has already been sterilized.
 - ii. If the staff veterinarian determines that the animal is not a candidate for sterilization, the Animal Shelter will be notified.

- o. Any advertised public announcements regarding the adoption program will indicate that responsibility and liability rest solely with the Animal Shelter.

Budget Implications

N/A

Operational Impact

Dallas College veterinarian technology program will provide animal care services at no charge to the City of Hutchins for educational and training purposes to students. These services will only be available during the fall session while classes are in session.

Legal Review

N/A

Staff Recommendation

Approve the MOU between Dallas College and the City of Hutchins.

Supporting Documentation and Attachments

Staff report

MOU

**CITY OF HUTCHINS
RESOLUTION NO. R2025-1270**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING UNDER WHICH THE CITY OF HUTCHINS WILL PROVIDE DOGS AND CATS TO DALLAS COLLEGE FOR THE COLLEGE’S VETERINARY TECHNOLOGY PROGRAM AND THE COLLEGE WILL PROVIDE LOW COST OR FREE VETERINARIAN SERVICES AT LOCAL SHELTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutchins recognizes the need for low cost or free veterinarian services at local animal shelters; and;

WHEREAS, the City of Hutchins and the College desire to develop a cooperative relationship by entering into a Memorandum of Understanding (the “MOU”) establishing necessary working arrangements to provide appropriate care to animals (dogs and cats); and

WHEREAS, the City will provide animals (dogs and cats) to the College’s Veterinary Technician Program and the College will provide low cost or free veterinarian services to the City’s local animal shelters; and

WHEREAS, the City Council of the City of Hutchins finds it in the best interest of the City of Hutchins to authorize the City Administrator to execute the MOU, attached hereto as Exhibit “A,” on behalf of the City of Hutchins.

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

SECTION 1. The City Administrator is authorized to negotiate and execute the MOU, attached hereto and incorporated herein as Exhibit “A,” and all related documents thereto on behalf of the City of Hutchins.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 16th day of June, 2025.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(06/10/2025: 4922-7221-5628, v. 1)

EXHIBIT “A”
Memorandum of Understanding

STATE OF TEXAS

§
§
§
§
§
§

**MEMORANDUM OF UNDERSTANDING
DALLAS COLLEGE AND THE CITY OF
HUTCHINS, TEXAS**

COUNTY OF DALLAS

This Memorandum of Understanding (the "MOU") is made by and between Dallas College, a Texas political subdivision of higher education ("Dallas College" or "College"), located at 1601 Botham Jean Blvd., Dallas, TX 75215 and the City of Hutchins, Texas, a Texas type A general law municipality, by and through its Animal Shelter (the "Animal Shelter" or "Shelter"), located at 550 West Palestine Street, Hutchins, Texas 75141 (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

I. RECITALS

WHEREAS, Dallas College and the City of Hutchins, Texas desire to enter into an agreement for the purpose of developing a cooperative relationship between the College and the Animal Shelter so as to provide animals (dogs and cats) for student learning outcomes and providing low cost or free veterinary services to animals at local shelters; AND

WHEREAS, the Parties enter into this MOU to set forth the working arrangements that each of the Parties agree are necessary to provide appropriate care to the animals.

NOW, THEREFORE, the Parties enter into this MOU in order to agree on responsibilities of each Party.

II. TERM

This MOU will commence on June 4, 2025, and ends on June 4, 2030, and, unless extended by mutual written agreement of the Parties, will automatically terminate and be of no further force and effect. At any time, at least thirty (30) days prior to expiration of the term, the Parties may agree in a mutually acceptable writing to renew this MOU for one additional year.

III. TERMINATION

If a Party decides that it no longer wishes to participate in this MOU, then the terminating Party must give the other Party thirty (30) days' written notice unless a breach occurs. In the event of a breach, no notice is necessary, and this MOU shall terminate immediately. A breach of this MOU includes but is not limited to a violation of the policies and rules of the College, a misrepresentation or false statement in this MOU by one of the Parties, or non-performance of the Party's duties pursuant to this MOU. Notice shall be given to the signatories for the Parties or to the person otherwise designated by a Party. Additionally, the College may immediately terminate this MOU upon written notice to the Shelter if the College believes, in its sole discretion, that said termination is necessary to safeguard its image, integrity, and/or reputation.

IV. RESPONSIBILITIES OF THE PARTIES

It is understood by the Parties that each should be able to fulfill its responsibilities under this MOU in accordance with the provisions of law and regulation which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either Party is unable to perform its functions under this MOU consistent with such Party's statutory and regulatory mandates, the affected Party shall provide written notice to the other to establish a date for mutual resolution of the conflict.

A. Responsibilities of the College. The College agrees to:

1. During each animal's stay at Dallas College Veterinary Technology Program at Cedar Valley Campus, the following services will be provided free of charge:
 - i. Physical Exam by Veterinarian;
 - ii. Rabies vaccination (if needed);
 - iii. Other booster vaccinations (per American Animal Hospital Association ("AAHA") vaccination guidelines);
 - iv. Ear Cleaning (and ear cytology as needed);
 - v. Nail Trim;
 - vi. Anal Gland Expression; and
 - vii. Bath.

2. Depending on the classes offered each semester, the animal may receive at least one of the following:
 - i. Fecal exam (fall semester);
 - ii. Bloodwork (spring semester);
 - iii. Radiographs (spring semester); and/or
 - iv. Urinalysis (summer semester)

3. Upon request, the following procedures may be performed:
 - i. Microchip implantation; and/or
 - ii. Heartworm testing

4. If the veterinarian determines that any of these procedures are unsafe for the animal or students, the service will not be performed at Dallas College and the Shelter will be notified.

5. Treatment for minor conditions diagnosed in animals boarding at Dallas College (i.e. deworming, ear infections, mild upper respiratory infections) is provided by Dallas College at no charge to the Shelter. If the veterinarian advises additional medical intervention (i.e. lab work sent out, radiographs taken, etc.) the Shelter will first be notified, and payment arrangements made at that time.

6. During their stay at Dallas College, each animal will be housed and fed according

to USDA housing standards. All walking, cleaning, feeding, medicating, and general daily care of the animal will be the responsibility of Dallas College staff.

- 7. In certain cases (e.g., extreme illness or difficult diagnosis), the Veterinarian and Kennel Manager may offer to extend boarding of an animal while the animal recuperates. In this event the Shelter will first be contacted for permission, and a new pickup date will be arranged. Treatment and payment will be discussed at the time and agreed upon by both parties prior to any treatment
- 8. Work with the Shelter to get animals used during the semester adopted. The Kennel Manger will advertise animals on campus to Dallas College employees and students and coordinate any adoptions through the Shelter for animals held on campus.
- 9. During the fall semester only, animals boarding at Dallas College may be considered for surgical sterilization as part of the Anesthesia and Surgery class. The animals to be spayed or neutered will be identified prior to their boarding stay or surgical appointment by an authorized representative of the Shelter and by a Dallas College representative. If scheduling permits, the animal will be sterilized at no cost to the Shelter, including post-operative pain medications. The sterilization will be performed at the discretion of the staff veterinarian. Conditions under which sterilization will not be performed may include but are not limited to:
 - i. The animal has or may have a disease;
 - ii. The animal is restricted by age or medical conditions;
 - iii. The animal is unsuitable for student handling; and/or
 - iv. The animal has already been sterilized.

If the staff veterinarian determines that the animal is not a candidate for sterilization, the Shelter will be notified.

B. Responsibilities of the Shelter. The Shelter agrees to:

- 1. Provide a previously specified number and species of animals to Dallas College for the semester (16-weeks) as teaching aids for Veterinary Technology students. The numbers, species of animals, and boarding dates will be confirmed with the Shelter before the start of each semester.
 - i. The number of animals may change based on program needs during the semester or if animals require longer stays due to not being vaccinated for rabies prior to the semester.
 - ii. The Kennel Manager and lab specialist will visit the Shelter to conduct temperament tests on the animals and coordinate the drop off date and time with the Shelter.
- 2. The Shelter is responsible for providing transportation of animals to and from Dallas College Cedar Vallet campus on the agreed-upon dates and times, which

will be communicated at the Shelter at the beginning of each rotation.

- i. Special drop off or pick up arrangements can be made at the discretion of the Kennel Manager.
- 3. Provide animals who have temperaments consistent with kennel housing and large groups of students.
- 4. Pick up any animal who becomes aggressive or who cannot safely be managed by students while at Dallas College. This will be at the discretion of the Kennel Manager and Staff Veterinarian at Dallas College.
 - i. If an animal must be picked up, the Kennel Manager at Dallas College will make the decision whether to replace the animal in rotation at that time.
- 5. Provide any medications prescribed for the patient prior to their arrival at Dallas College.
- 6. Provide special diets beyond the scope of what Dallas College stocks. This can include but is not limited to grain-free diets, Senior diets, issue-specific diets (i.e. kidney diet, liver diet, etc.). A list of Dallas College provided diets can be obtained from Dallas College at the Shelter’s request.
- 7. All pet adoptions are through the Shelter and not through Dallas College.
- 8. The Shelter completes all necessary documentation with the individual that is adopting the animal.
- 9. Any advertised public announcements regarding the adoption program indicates that responsibility and liability belong to the Shelter.

C. Joint Responsibility of the Parties. The Parties agree to:

- 1. This partnership has been established to aid local Shelters and rescues in obtaining low-cost veterinary services for animals currently housed or being adopted from Shelters. This is an important service for these animals as it promotes adoptions by having fewer initial veterinary fees for prospective adopters as well as helping the animals receive care for minor illnesses and infections/infestations. Both Parties agree to communicate issues identified and to respond on a timely basis.

V. INDEMNIFICATION

- 1. IT IS UNDERSTOOD AND AGREED BETWEEN PARTIES THAT EACH PARTY HERETO SHALL BE RESPONSIBLE FOR ITS OWN AND ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS, PERMITTED ASSIGNS, OR AFFILIATES ACTS OF NEGLIGENCE IN CONNECTION WITH THIS MOU. NEITHER PARTY SHALL BE RESPONSIBLE FOR ANY NEGLIGENT ACT OR OMISSION OF THE OTHER PARTY OR ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS, PERMITTED ASSIGNS, OR AFFILIATES IN CONNECTION WITH THIS MOU. IT IS SPECIFICALLY AGREED THAT, AS BETWEEN THE PARTIES, EACH PARTY TO THIS MOU SHALL BE INDIVIDUALLY AND RESPECTIVELY RESPONSIBLE FOR RESPONDING TO, DEALING WITH, INSURING AGAINST, DEFENDING AND OTHERWISE HANDLING AND MANAGING LIABILITY AND POTENTIAL LIABILITY OF ITSELF AND ITS OFFICERS, AGENTS, AND EMPLOYEES PURSUANT TO THIS MOU. NOTWITHSTANDING THE FOREGOING, EACH PARTY HERETO RESERVES AND EXPRESSLY DOES NOT WAIVE ANY IMMUNITY OR DEFENSE AVAILABLE AT LAW OR IN EQUITY, INCLUDING GOVERNMENTAL IMMUNITY, FOR ANY LIABILITIES, LOSSES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES, AND COSTS OF INVESTIGATION), OR CAUSES OF ACTION WHATSOEVER THAT MAY ARISE OR RESULT FROM THE SERVICES PROVIDED AND/OR ANY CIRCUMSTANCES ARISING UNDER THIS MOU.**

- 2. THESE PROVISIONS ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT FOR THE BENEFIT OF ANY PERSON OR ENTITY NOT A PARTY HERETO. THIS MOU SHALL NOT BE INTERPRETED NOR CONSTRUED TO GIVE ANY CLAIM OR CAUSE OF ACTION TO ANY THIRD PARTY. NEITHER PARTY SHALL BE HELD LEGALLY LIABLE FOR ANY LIABILITIES, LOSSES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES, AND COSTS OF INVESTIGATION), OR CAUSES OF ACTION ARISING PURSUANT TO OR OUT OF THE SERVICES PROVIDED UNDER THIS MOU, EXCEPT AS SPECIFICALLY PROVIDED BY THE LAW. WHERE INJURY OR PROPERTY DAMAGE RESULTS FROM THE JOINT OR CONCURRENT NEGLIGENCE OF BOTH PARTIES, LIABILITY, IF ANY, SHALL BE SHARED BY EACH PARTY ON THE BASIS OF COMPARATIVE RESPONSIBILITY IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF TEXAS, SUBJECT TO ALL DEFENSES AVAILABLE TO THEM, INCLUDING GOVERNMENTAL IMMUNITY.**

- 3. **TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS AND WITHOUT WAIVING THE DEFENSE OF GOVERNMENTAL IMMUNITY OR ANY OTHER DEFENSE WHICH MIGHT BE AVAILABLE TO THE DALLAS COLLEGE, THE COLLEGE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE SHELTER, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS, PERMITTED ASSIGNS, OR AFFILIATES FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES, AND COSTS OF INVESTIGATION), OR CAUSES OF ACTION WHETHER OR NOT COVERED BY INSURANCE, CAUSED DIRECTLY OR INDIRECTLY, BY OR AS A RESULT OF ANY NEGLIGENT, RECKLESS, OR INTENTIONAL ACT OR OMISSION OF ANY PROGRAM PARTICIPANTS, OR THE COLLEGE OR ANY OF THE COLLEGE'S OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS, PERMITTED ASSIGNS, OR AFFILIATES (OTHER THAN THE FACILITY OR ITS EMPLOYEES) IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS MOU. THIS INDEMNITY AGREEMENT AND THE TERM "CLAIM" AS USED IN THIS ARTICLE, SHALL INCLUDE ALL POTENTIAL ELEMENTS OF RECOVERY BY ANY PARTIES, INCLUDING CLAIMS FOR ACTUAL, STATUTORY, OR TERBLE OR MULTIPLE OR PENAL DAMAGES, ATTORNEYS' FEES, INTEREST, EXPENSES, AND COSTS OF THE COURT. THIS OBLIGATION SHALL BE CONSTRUED FOR THE BENEFIT OF THE PARTIES TO THIS MOU, AND NOT TO THE BENEFIT OF ANY THIRD PARTIES NOR TO CREATE LIABILITY FOR THE BENEFIT OF ANY THIRD PARTIES.**

VI. INSURANCE

The College shall maintain Professional Liability insurance coverage for Program Participants and Faculty Members in an amount not less than \$1,000,000 per claim and \$2,000,000 annual aggregate. Upon reasonable written request of the Facility, College will furnish written confirmation of this insurance coverage. College shall provide Facility written notice of cancellation of Professional Liability coverage required by this section at least thirty (30) days in advance of cancellation. Nothing in this section shall limit or prohibit College's right to self-insure any or all insurance coverage required by this section.

VII. LIMITATIONS OF AUTHORITY

- 1. Neither Party has authority for and on behalf of the other except as provided in this MOU. No other authority, power, partnership, use, or rights are granted or implied.

- 2. Neither Party may make, revise, alter, or otherwise diverge from the terms or conditions of this MOU without a written amendment to this MOU. Since this is a standardized MOU, any changes to this MOU are subject to the approval of the College Legal Department.
- 3. Neither Party may incur any debt, obligation expense, or liability of any kind on behalf of the other without the other's express written approval.

VIII. USE OF LOGOS, NAMES, TRADEMARKS

Shelter shall obtain the College's written consent prior to using the name, trade name, trademarks, service marks, or logos of the College, any of its affiliated entities, including that of its constituent colleges, the use of which is limited to advertising, marketing, and promotion of the Animal Shelter. The College's prior written consent shall not be unreasonably withheld, conditioned or delayed.

IX. ALLOCATION OF COSTS AND RESOURCES

Each Party shall bear its own expenses in connection with its obligations pursuant to this MOU. In no event shall either Party be obligated to pay or reimburse any expense incurred by the other Party under this MOU. All services are contingent upon customer eligibility, assessment, and availability of funding.

X. NOTICE

Any notice required or permitted to be delivered hereunder may be sent by first class mail or courier to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for Shelter:

City of Hutchins, Texas Animal Shelter
Attn: Vanessa Guevara, Animal Services Officer
550 West Palestine Street
Hutchins, Texas 75141
Telephone: (972) 225-2224

With copy to:

Nichols | Jackson, L.L.P.
Attn: Joseph J. Gorfida, Jr.
500 North Akard Street, Suite 1800
Dallas, Texas 75201
Telephone: (214) 965-9900
jgorfida@nicholsjackson.com

If intended for College:

Dallas College
Attn: Jean Hancock, DVM
3030 North Dallas Avenue
Lancaster, Texas 75134
Telephone: (972) 860-8201

XII. GOVERNING LAW AND VENUE

The laws of the State of Texas shall govern this MOU; and venue for any action concerning this MOU shall be in Dallas County, Texas, unless the subject matter of the dispute is required by law to be filed in federal court, in which case the venue shall be in the United States District Court for the Northern District of Texas (Dallas Division). The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

XIII. ASSIGNMENT

Neither this MOU, nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party without the prior written consent of the other Party.

XIV. AMENDMENT OR MODIFICATION

This MOU may be amended by the mutual written agreement of the Parties.

XV. ENTIRE AGREEMENT

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

XVI. SEVERABILITY

In the event any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVII. SURVIVAL OF COVENANTS

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this MOU shall survive termination.

XVIII. RECITALS

The recitals to this MOU are incorporated herein.

XIX. NO WAIVER OF IMMUNITY

The Parties agree that neither Party has waived immunity by entering into and performing their respective obligations under this MOU.

XX. COUNTERPARTS

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

XXI. COMPLIANCE WITH FEDERAL, STATE & LOCAL LAWS

The Parties shall comply in performance of services under the terms of this MOU with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state, and local governments, including all applicable federal clauses.

XXII. FORCE MAJEURE

No Party will be liable for any default or delay in the performance of its obligations under this MOU if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

XXIII. MISCELLANEOUS PROVISIONS

1. It is mutually agreed upon and understood by and among the Parties of this MOU that:
 - i. The Parties will work together in a coordinated fashion to provide appropriate care of the animals.
 - ii. The Parties agree that at all times and for all purposes in the performance of this MOU each is acting in an independent capacity and not as the agent or representative of the other.
 - iii. Nothing in this memorandum shall obligate any Parties to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Parties involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
 - iv. By entering into this MOU, the Parties do not create any obligations, express or implied, other than those set forth herein, and this MOU shall not create any rights in any persons or entities who are not Parties to this MOU.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2025.

City of Hutchins, Texas

By: _____
James W. Quin, City Administrator

EXECUTED this _____ day of _____, 2025.

Dallas College

By: _____
Name: Dr. Shawnda Floyd, Ed.D., J.D.
Title: Provost and Vice Chancellor of Workforce Education

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