



**CITY OF HUTCHINS
CITY COUNCIL MEETING
AGENDA**

**Monday, September 21, 2026 at 6:30 PM
City Hall - Council Chamber, 400 N. JJ Lemmon Road**

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, September 21, 2026, at 6:30 p.m. at Hutchins City Hall Council Chambers, 400 N. JJ Lemmon Road, 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. PRESENTATIONS

1. Police Officer Introductions. Presented by Steve Perry, Police Chief

E. PUBLIC HEARINGS

2. A. Conduct a Public Hearing regarding the proposed residential and commercial rates for solid waste collection effective October 1, 2026.

B. Open the Public Hearing

C. Discuss AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, TO PROVIDE A RATE MODIFICATION FOR SOLID WASTE COLLECTION IN ACCORDANCE WITH THE MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL CONTRACT BY AND BETWEEN THE CITY OF HUTCHINS, TEXAS AND REPUBLIC WASTE SERVICES OF TEXAS, LTD.; AND PROVIDING AN EFFECTIVE DATE OF OCTOBER 1, 2026.

Ordinance 2026-09-1231

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

3. Presentation of final design to move into the next phase of project development of the Veterans Memorial Project Plan created by Letora Anderson, PLA, AICP Presented by Wanda Randle
4. Consider an Ordinance authorizing an amendment to the adopted budget of the City of Hutchins, Texas for Capital Projects for the fiscal period of October 1, 2026, through September 30, 2027. Presented by Maria Joyner, Director of Finance
Ordinance 2026-09-1232
5. Consider an ordinance authorizing an amendment to the adopted budget of the City of Hutchins, Texas for the fiscal period of October 1, 2025, through September 30, 2026. Presented by Maria Joyner, Director of Finance
Ordinance 2026-09-1233
6. Discuss and consider Dallas County Interlocal Agreement for Magistration Services. Presented by: Steve Perry, Police Chief
7. Discuss and consider AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 13 TITLED "UTILITIES" BY AMENDING DIVISION 3 TITLED "WATER CONSERVATION PLAN" BY AMENDING SECTION 13.10.061 TITLED "ADOPTED" TO ADOPT THE WATER CONSERVATION PLAN DATED SEPTEMBER 21, 2026. Presented by Yibin Shao, City Engineer
Ordinance 2026-09-1234
8. Discuss and consider a RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE SUBMISSION OF A PROJECT/ACTIVITY APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION FOR SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT TO FUND THE PURPOSE OF DEVELOPING SAFETY ACTION PLAN AND SAFETY IMPROVEMENTS; AUTHORIZING THE MAYOR TO EXECUTE IMPLEMENTATION AGREEMENTS WITH THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE SS4A PROJECTS; DESIGNATING THE CITY ADMINISTRATOR OR HIS DESIGNEE AS THE CITY'S REPRESENTATIVE FOR ALL MATTERS RELATED TO THE PROJECTS; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by Yibin Shao, City Engineer
Resolution R2026-09-1361

G. ITEMS OF COMMUNITY INTEREST

9. Planning and Zoning Commission Meeting, Monday, September 28, 2026, 6:00 p.m., City Hall, 400 N. JJ Lemmon Rd.

City Council Meeting, Monday, October 5, 2026, 6:30 p.m., City Hall, 400 N. JJ Lemmon Road.

Parks and Recreation Board Meeting, Tuesday, October 6, 2026, 6:30 p.m., City Hall, 400 N. JJ Lemmon Rd.

Community Fall Festival, Saturday, October 10, 2026, 12:00 p.m. - 3:30 p.m., Campbell Park, 200 S. Denton St.

H. ADJOURN

CERTIFICATION

I certify that a copy of the September 21, 2026, agenda of items to be considered by the Hutchins City Council was posted at City Hall and to the City's website, www.cityofhutchinstx.gov, in accordance with Chapter 551 of the Texas Government Code. Posted on Tuesday, September 15, 2026.

Cynthia Olguin

Cynthia Olguin
City Secretary



ACCESSIBILITY STATEMENT

The meeting location is wheelchair accessible from the front door. Requests 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@cityofhutchinstx.gov.



STAFF REPORT

MEETING DATE:	September 21, 2026
MEETING TYPE:	Regular Council Meeting
SUBMITTED BY:	Steve Perry (Police Chief)
AGENDA CAPTION:	[Police Officer Introductions] Presented by: [Steve Perry, Police Chief]

Background Information

Introduce Police Officers:

Jorge Liberato

Rasheedah Mukarram

Budget Implications

N/A

Operational Impact

Hiring community-oriented police officers for the future of the City of Hutchins

Legal Review

N/A

Staff Recommendation

N/A

Supporting Documentation and Attachments

Staff Introductions

Jorge Liberato, is honored to serve the City of Hutchins. he has been married to his wife, Nayeli Liberato, for 14 years, and together they have four wonderful children: Giovanni, 12; Fernando, 11; Leonardo, 7; and daughter, Mia, 5. Family is at the center of his life, and much of his time outside of work is spent coaching and supporting his children in baseball, football, and basketball. He also enjoy fishing, spending time outdoors, and taking nature walks. Faith is an important part of his family as well, they he is actively involved in his church community.

Jorge was born in Acapulco, Mexico, and came to the United States with my parents at the age of six. he spent his early years growing up in Douglasville, Georgia, before his family moved to Chicago when he was 15. After spending several years in Chicago and meeting my wife Nayeli, his family relocated to Texas in 2022 in search of warmer weather and a more peaceful environment. Jorge's professional background includes serving as a security officer for both the University of Illinois Chicago and Rush University Medical Center, where he developed valuable experience in communication, de-escalation, and working with people from a wide variety of backgrounds and circumstances. After relocating to Texas, he continued his career in security with the federal government, working under the Department of Homeland Security with the Federal Protective Service, providing security for federal facilities.

Jorge is extremely grateful for the opportunity to serve the City of Hutchins .

It is truly a privilege to serve, and I look forward to meeting everyone and becoming an active and positive member of the Hutchins community.

HUTCHINS POLICE DEPARTMENT

Rasheeda Mukarram
Patrol Officer

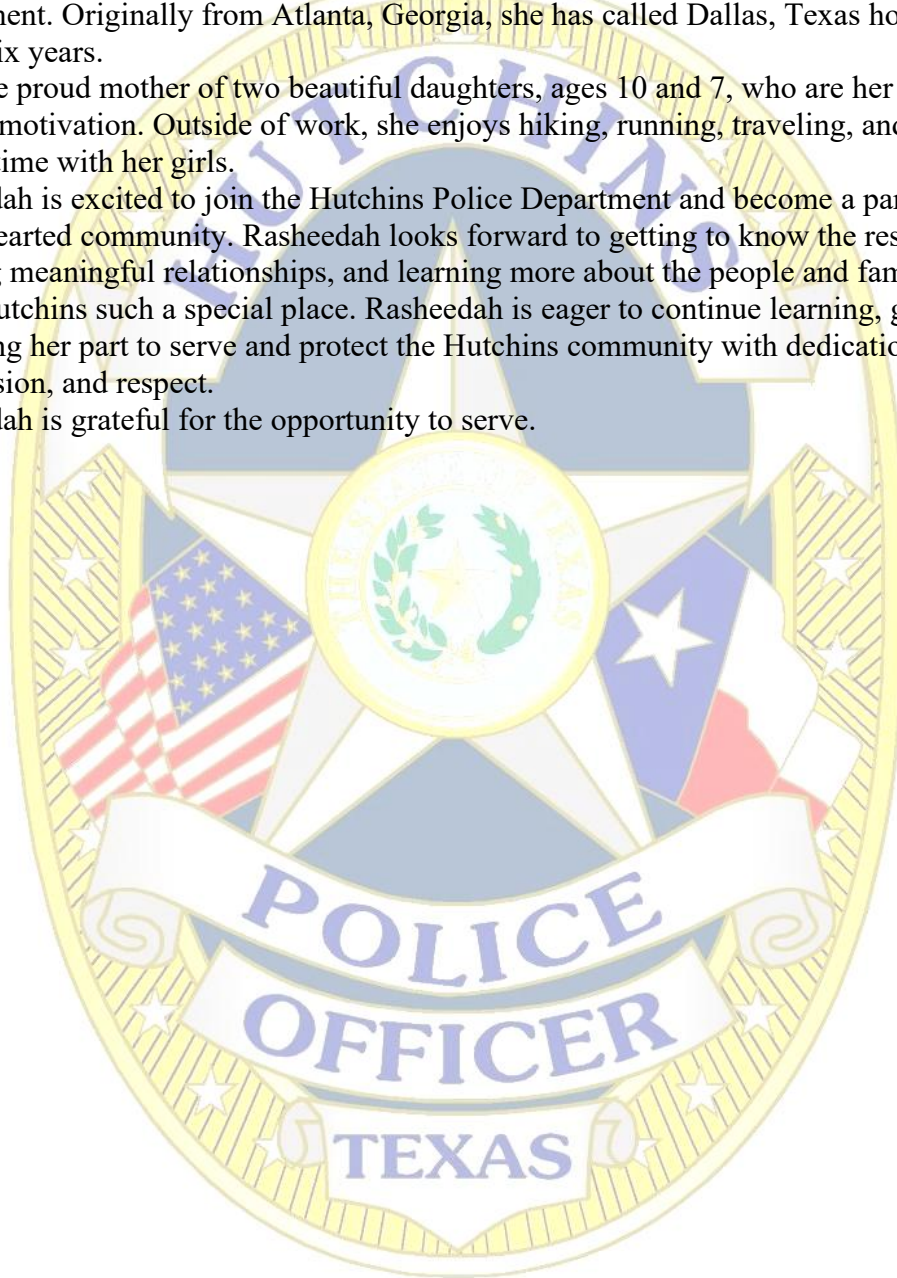


Rasheedah Mukarram, is honored to be a new officer with the Hutchins Police Department. Originally from Atlanta, Georgia, she has called Dallas, Texas home for nearly six years.

He is the proud mother of two beautiful daughters, ages 10 and 7, who are her greatest joy and motivation. Outside of work, she enjoys hiking, running, traveling, and spending quality time with her girls.

Rasheedah is excited to join the Hutchins Police Department and become a part of this warm-hearted community. Rasheedah looks forward to getting to know the residents, building meaningful relationships, and learning more about the people and families who make Hutchins such a special place. Rasheedah is eager to continue learning, growing, and doing her part to serve and protect the Hutchins community with dedication, compassion, and respect.

Rasheedah is grateful for the opportunity to serve.





STAFF REPORT

MEETING DATE:	September 21, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Maria Joyner
AGENDA CAPTION:	Discuss and consider Ordinance 2026- AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, TO PROVIDE A RATE MODIFICATION FOR SOLID WASTE COLLECTION IN ACCORDANCE WITH THE MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL CONTRACT BY AND BETWEEN THE CITY OF HUTCHINS, TEXAS AND REPUBLIC WASTE SERVICES OF TEXAS, LTD.; AND PROVIDING AN EFFECTIVE DATE OF OCTOBER 1, 2026.
	Presented by: Maria Joyner, Director of Finance

Background Information

The City currently has a contract with Republic Services for sanitation which expires October 1, 2028. Republic has implemented a price increase annually since the beginning of the contract via the Consumer Price Index (CPI).

Per the 2026 contract renewal, Republic has requested a 4.6% increase in rates based on the CPI-U (CPI-U based on US city averages for all **urban consumers**) effective October 1, 2026. Republic is proposing a **base rate** increase from \$15.78 to \$16.51.

The current total rate is \$16.89 (Republic base + City Admin Fee). In order to absorb the increase and cover the administrative cost, the City is proposing an increase in the total rate from \$16.89 to \$17.25. The increase proposed by the City is \$0.36 cents or 2.13%. **The new proposed rate is \$17.25 for regular (non seniors) residential customers.**

The Republic rate increase for Seniors is 4.7011%. Republic is proposing to increase the Senior base rate to \$15.59 (from \$14.89). The total proposed senior rate of \$15.59 is \$1.66 (9.62%) less than the regular residential rate \$17.25.

Republic is proposing to increase the Commercial base rate by 4.6% from \$24.97 to \$26.12. In order to absorb the increase and cover the administrative cost, the City is proposing an increase in the total commercial rate from \$26.12 to \$26.75. The increase proposed by the City is \$0.63 cents or 2.41%.

PROPOSED RESIDENTIAL AND COMMERCIAL HAND COLLECTION RATES		
RESIDENTIAL STANDARD	Polycart Service (Twice Per Week)	\$ 17.25
	Each Additional Polycart (per month)	6.34
	Damaged/Replace Cart	73.08
	On-Call Extra (per service)	9.98
RESIDENTIAL SENIORS	Polycart Service (Twice Per Week)	\$ 15.59
	Each Additional Polycart (per month)	6.34
	Damaged/Replace Cart	73.08
	On-Call Extra (per service)	9.98
COMMERCIAL HAND COLLECTION	Cart Service (Twice Per Week)	\$ 26.75
	Second Cart	33.62

Staff Recommendation

Staff recommends that the City Council adopts the Ordinance providing for the rate change.

Supporting Documentation and Attachments

Ordinance 2026- Republic Services 2026 Rate Change
Rate adjustment from Republic



Sustainability in Action

August 24, 2026

Mr. James Quin
City of Hutchins
321 N Main Street
Hutchins, TX 75141

Dear Mr. Quin,

Republic Services would like to take this opportunity to thank you and City Council for allowing us to serve the solid waste needs of the City of Hutchins. In accordance with the *Municipal Solid Waste Collection and Disposal Contract* dated October 1, 2023, this letter serves as our official notification of the annual rate adjustment allowed in Section 5.02.

By calculating the percent change of the average month over month increase in the Consumer Price Index (CPI) – Water, Sewer, Trash Collection Services, published by the U.S. Bureau of Labor Statistics, for the most recent 12-month period preceding October 1, the annual rate adjustment will be 4.60%. This increase in rates for residential, commercial, and industrial customers will take effect October 1, 2026.

Included in this letter is the CPI – Water/Sewer/Trash data table and the 2026 Rate Schedule with the 2025 Rate Schedule for comparison.

We truly appreciate your partnership and look forward to continuing to serve the City of Hutchins. Should you have any questions or need further information, please contact me on my cell at (972) 670-8113, or via email at cgreen3@republicservices.com

Kindest Regards,

A handwritten signature in dark ink that reads "Christy Green".

Christy Green
Manager, Municipal Sales

Enc. BLS CPI – Water/Sewer/Trash Rate Table
2026 Rate Schedule
2025 Rate Schedule

Sustainability in Action

Databases, Tables & Calculators by Subject

Change Output Options: From: To:
☐ include graphs ☐ include annual averages [More Formatting Options](#) →

Data extracted on: August 24, 2026 (5:31:57 PM)

Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUUR0000SEHG, CUUS0000SEHG

Not Seasonally Adjusted

Series Title: Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Water and sewer and trash collection services

Base Period: DECEMBER 1997=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580	265.365	259.202	263.748
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097	274.984	276.759	276.892	277.824	278.464	270.076	276.337
2023	281.461	283.663	284.166	285.052	286.322	287.457	289.005	290.975	291.279	291.683	292.694	292.915	284.687	291.425
2024	297.079	298.751	299.183	300.178	299.987	300.652	302.106	303.311	305.117	306.336	308.015	308.234	299.305	305.520
2025	310.239	313.344	313.925	314.820	315.585	316.851	318.244	319.403	319.867	-(X)	321.363	322.728	314.127	320.321
2026	324.919	327.181	328.792	329.651	330.420	331.474	332.956						328.740	

X : Data unavailable due to the 2025 lapse in appropriations

12-Month Percent Change

Series Id: CUUR0000SEHG, CUUS0000SEHG

Not Seasonally Adjusted

Series Title: Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Water and sewer and trash collection services

Base Period: DECEMBER 1997=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2021	3.6	3.6	3.5	3.6	3.4	3.6	3.7	3.5	3.7	3.7	3.5	3.5	3.5	3.6
2022	4.0	4.2	4.0	4.2	4.4	4.4	4.4	4.6	4.9	4.8	5.0	4.9	4.2	4.8
2023	5.0	5.2	5.4	5.4	5.7	5.7	5.8	5.8	5.2	5.3	5.4	5.2	5.4	5.5
2024	5.5	5.3	5.3	5.3	4.8	4.6	4.5	4.2	4.8	5.0	5.2	5.2	5.1	4.8
2025	4.4	4.9	4.9	4.9	5.2	5.4	5.3	5.3	4.8	(X)	4.3	4.7	5.0	4.8
2026	4.7	4.4	4.7	4.7	4.7	4.6	4.6						4.7	

X : Data unavailable due to the 2025 lapse in appropriations



Sustainability in Action

REPUBLIC SERVICES OF DALLAS
CITY OF HUTCHINS, TEXAS
October 1, 2026
 12% Franchise Fee included in all rates

RESIDENTIAL RATES

Residential Curbside - Twice per week Service

	Regular	Senior
Solid Waste Service	\$13.52	\$12.60
96-gallon cart		
Bulk/Brush	\$2.98	\$2.98
2 cubic yards bulk/brush		
Total Monthly Rate	\$16.51	\$15.59

Additional Cart	\$6.34 (per month)
Damaged/Replace Cart	\$73.08
On Call / Extra	\$9.98 per service

COMMERCIAL RATES

Hand Collect Containers: Twice per week service, cart content only

1 Cart	\$26.12
2 Carts	\$33.62

Frontload Containers

Size	1wvk	2wvk	3wvk	4wvk	5wvk	6wvk	Extra
2 - yard	\$80.90	\$170.30	\$239.83	\$315.04	\$389.90	\$487.34	\$78.21
3 - yard	\$125.58	\$239.45	\$330.46	\$418.07	\$494.35	\$559.36	\$117.31
4 - yard	\$146.88	\$283.10	\$394.69	\$505.50	\$605.94	\$728.70	\$149.89
6 - yard	\$193.72	\$368.23	\$505.64	\$636.80	\$749.31	\$843.12	\$189.00
8 - yard	\$239.45	\$404.92	\$559.24	\$726.80	\$892.68	\$1,055.45	\$228.10

Containers with gates, locks	\$7.38	per collection	Delivery, Removal, Relocate	\$56.37
Containers with casters	\$3.44	per collection	Obstruction/Return	\$33.70
Additional 96 gallon carts	\$7.33	per month each additional	Exchange	\$120.80
			Extra Yardage	\$36.06

Roll Off Containers

Size	Delivery	Rental/day	Haul	Disposal
20YD/OT	\$177.42	\$6.01	\$373.51	\$33.88
30YD/OT	\$177.42	\$6.01	\$397.87	\$33.88
40YD/OT	\$177.42	\$6.01	\$422.23	\$33.88
30YD/Pacifier	Negotiable	Negotiable	\$495.30	\$33.88
35YD/Pacifier	Negotiable	Negotiable	\$511.56	\$33.88
42YD/Pacifier	Negotiable	Negotiable	\$544.02	\$33.88

Note: Containers over 8 tons will have an additional surcharge fee of \$60.00 per ton due to wear & tear on equipment.

Container Relocate	\$165.22
Blocked or Not Serviceable	\$218.07
Wash out	\$224.70



Sustainability in Action

REPUBLIC SERVICES OF DALLAS
CITY OF HUTCHINS, TEXAS
October 1, 2025
12% Franchise Fee included in all rates

RESIDENTIAL RATES

Residential Curbside - Twice per week Service		
	Regular	Senior
Solid Waste Service	\$12.93	\$12.05
96-gallon cart		
Bulk/Brush	\$2.85	\$2.85
2 cubic yards bulk/brush		
Total Monthly Rate	\$15.78	\$14.89

Additional Cart \$6.06 (per month)
 Damaged/Replace Cart \$69.87
 On Call / Extra \$9.54 per service

COMMERCIAL RATES:

Hand Collect Containers: Twice per week service, cart content only

1 Cart	\$24.97
2 Carts	\$32.14

Frontload Containers

Size	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	Extra
2 - yard	\$77.34	\$162.81	\$229.28	\$301.19	\$372.75	\$465.91	\$74.77
3 - yard	\$120.06	\$228.92	\$315.93	\$399.68	\$472.61	\$534.76	\$112.15
4 - yard	\$140.42	\$270.65	\$377.33	\$483.27	\$579.29	\$696.65	\$143.30
6 - yard	\$185.20	\$352.04	\$483.40	\$608.80	\$716.36	\$806.04	\$180.69
8 - yard	\$228.92	\$387.11	\$534.65	\$694.84	\$853.42	\$1,009.03	\$218.07

Containers with gates, locks \$7.06 per collection Delivery, Removal, Relocate \$53.89
 Containers with casters \$3.29 per collection Obstruction/Return \$32.22
 Additional 96 gallon carts \$7.01 per month each additional Exchange \$115.49
 Extra Yardage \$34.47

Roll Off Containers

Size	Delivery	Rental/day	Haul	Disposal
20YD/ OT	\$169.62	\$5.75	\$357.08	\$32.39
30YD/ OT	\$169.62	\$5.75	\$380.37	\$32.39
40YD/ OT	\$169.62	\$5.75	\$403.66	\$32.39
30YD/ Packer	Negotiable	Negotiable	\$473.52	\$32.39
35YD/ Packer	Negotiable	Negotiable	\$489.06	\$32.39
42YD/ Packer	Negotiable	Negotiable	\$520.10	\$32.39

Note: Containers over 8 tons will have an additional surcharge fee of \$60.00 per ton due to wear & tear on equipment.

Container Relocate	\$157.95
Blocked or Not Serviceable	\$208.48
Washout	\$214.82

CITY OF HUTCHINS
ORDINANCE NO. 2026-09-1231

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, TO PROVIDE A RATE MODIFICATION FOR SOLID WASTE COLLECTION IN ACCORDANCE WITH THE MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL CONTRACT BY AND BETWEEN THE CITY OF HUTCHINS, TEXAS AND REPUBLIC WASTE SERVICES OF TEXAS, LTD.; AND PROVIDING AN EFFECTIVE DATE OF OCTOBER 1, 2026.

WHEREAS, the City of Hutchins (“City”) and Republic Waste Services of Texas, LTD, doing business as Republic Services of Dallas (“Republic”) entered into that certain Municipal Solid Waste Collection and Disposal Contract effective October 1, 2023 (“the Contract”) related to the collection of residential, commercial and industrial solid waste within the City; and

WHEREAS, the City hereby adopt the rates set forth in Exhibit A, attached hereto, that sets the actual costs for the City to provide for the collection of residential, Commercial and industrial solid waste within the City.

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

SECTION 1. Beginning October 1, 2026, the fee charged to each customer, for whom Solid Waste collection and disposal shall be as set forth in Exhibit A attached hereto.

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

SECTION 3. That the effective date for the rates set forth shall be October 1, 2026.

DULY PASSED AND APPROVED BY THE HUTCHINS CITY COUNCIL ON THIS THE 21ST DAY OF SEPTEMBER 2026

APPROVED:

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

EXHIBIT A

REPUBLIC SERVICES OF DALLAS

CITY OF HUTCHINS, TEXAS

October 1, 2026

12% Franchise Fee included in all rates

RESIDENTIAL RATES

Residential Curbside - Twice per week Service

	Regular	Senior
Solid Waste Service	\$14.27	\$12.60
96-gallon cart		
Bulk/Brush	\$2.98	\$2.99
2 cubic yards bulk/brush		
Total Monthly Rate	\$17.25	\$15.59

Additional Cart	\$6.34 (per month)
Damaged/Replace Cart	\$73.08
On Call / Extra	\$9.98 per service

COMMERCIAL RATES:

Hand Collect Containers: Twice per week service, cart content only

1 Cart	\$26.75
2 Carts	\$33.62

Frontload Containers

Size	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	Extra
2 - yard	\$80.90	\$170.30	\$239.83	\$315.04	\$389.90	\$487.34	\$78.21
3 - yard	\$125.58	\$239.45	\$330.46	\$418.07	\$494.35	\$559.36	\$117.31
4 - yard	\$146.88	\$283.10	\$394.69	\$505.50	\$605.94	\$728.70	\$149.89
6 - yard	\$193.72	\$368.23	\$505.64	\$636.80	\$749.31	\$843.12	\$189.00
8 - yard	\$239.45	\$404.92	\$559.24	\$726.80	\$892.68	\$1,055.45	\$228.10

Containers with gates, locks	\$7.38	per collection	Delivery, Removal, Relocate	\$56.37
Containers with casters	\$3.44	per collection	Obstruction/Return	\$33.70
Additional 96 gallon carts	\$7.33	per month each additional	Exchange	\$120.80
			Extra Yardage	\$36.06

Roll Off Containers

Size	Delivery	Rental/day	Haul	Disposal
20YD/ OT	\$177.42	\$6.01	\$373.51	\$33.88
30YD/ OT	\$177.42	\$6.01	\$397.87	\$33.88
40YD/ OT	\$177.42	\$6.01	\$422.23	\$33.88
30YD/ Packer	Negotiable	Negotiable	\$495.30	\$33.88
35YD/ Packer	Negotiable	Negotiable	\$511.56	\$33.88
42YD/ Packer	Negotiable	Negotiable	\$544.02	\$33.88

Overweight Containers

Note: Containers over 8 tons will have an additional
surcharge fee of \$60.00 per ton due to wear & tear on

Container Relocate	\$165.22
Blocked or Not Serviceable	\$218.07
Washout	\$224.70



STAFF REPORT

MEETING DATE:	September 21, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Wanda Randle
AGENDA CAPTION:	Presentation of final design to move into the next phase of project development of the Veterans Memorial Project Plan created by Letora Anderson, PLA, AICP Presented by: Wanda Randle

Background Information

On December 15, 2025, the City Council authorized the development of a Veterans Memorial to honor the service, sacrifice, and legacy of veterans within the Hutchins community. The selected site, located directly east of City Hall, is intended to serve as a permanent place of reflection, tribute, and celebration—recognizing veterans of the past, present, and future.

To advance this initiative, the City engaged Letora Anderson, a licensed landscape architect and certified planner, to collaborate with City staff on the conceptual design. The design process emphasizes community engagement and aims to reflect Hutchins’ deep appreciation for its veterans. On April 6, 2026, the City Council approved authorization for the City Administrator to execute a contract with Letora Anderson (Kirby Anderson Contractors LLC) for professional design services related to the Hutchins Veterans Memorial. The agreement was officially executed on June 24, 2026.

The design phase has since progressed to completion, and staff is presenting the finalized design to City Council for review.

Budget Implications

A total project budget of \$450,000 was approved by the City Council on April 26, 2026.

Operational Impact

Upon completion, the Veterans Memorial is expected to require ongoing routine maintenance comparable to other landscaped public spaces. This includes general landscaping upkeep, lighting maintenance, seasonal cleaning, and periodic inspections. Staff anticipates integrating these responsibilities into existing maintenance operations, and no significant long-term operational burden is expected at this time.

Legal Review

Legal review of the agreement has been completed, and the contract has been fully executed.

Staff Recommendation

Staff recommends that the City Council approve the presented design and authorize staff to proceed with the next phases of the Veterans Memorial project. Approval will permit advancement into the following steps:

- Schematic Design Revisions
- Completion of Design Development and Cost Estimation
- Design Development Review
- Preparation of Construction Documents
- Final Cost Estimate and Bid Package Development
- Bidding Phase and Recommendation for Award

Supporting Documentation and Attachments

- Service Agreement and Staff Report

STATE OF TEXAS §
 § AGREEMENT FOR PROFESSIONAL SERVICES
COUNTY OF DALLAS §

This Agreement for Professional Services (the “Agreement”) is made by and between the City of Hutchins, Texas (the “City”), a Texas type A general law municipal corporation located at 400 N. JJ Lemmon Road, P.O. Box 500, Hutchins, Texas 75141, and Kirby Anderson Contractors LLC (the “Professional”), a Texas limited liability company located at 4466 County Road 2526, Royse City, Texas 75189 (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of Professional as an independent contractor and not as an employee, to provide the services described in **Exhibit “A”** (the “Scope of Services”) to assist the City with the Hutchins Veteran’s Memorial Design (the “Project”) on the terms and conditions set forth in this Agreement; and

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

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

ARTICLE I
TERM

The Term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Professional completes the services required herein to the satisfaction of City, unless sooner terminated as provided herein.

ARTICLE II
CONTRACT DOCUMENTS

- 2.1 This Agreement consists of the following items:
- A. This Agreement; and
 - B. Professional’s Scope of Work for services provided to City (attached as **Exhibit “A”**); and
 - C. City insurance requirements (attached as **Exhibit “B”**).

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as “Contract Documents.”

ARTICLE III
SCOPE OF SERVICE

- 3.1 Professional shall provide the services specifically set out in **Exhibit “A”**.

3.2 The Parties acknowledge and agree that any and all opinions provided by Professional represent the best judgment of Professional.

3.3 All materials and reports prepared by Professional in connection with this Agreement are “works for hire” and shall be the property of City. City shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with Professional Practice Act of the State of Texas. Professional shall upon completion of the services, or earlier termination, provide City with reproductions of all materials reports, and exhibits prepared by Professional pursuant to this Agreement, and in electronic format if requested by City.

ARTICLE IV
SCHEDULE OF WORK

Professional agrees to commence the services upon a Notice to Proceed from the City and to complete the required services in accordance with a work schedule mutually established by the City and Professional. Any work performed or expenses incurred by Professional prior to Professional’s receipt of a Notice to Proceed from the City shall be entirely at Professional’s own risk.

ARTICLE V
COMPENSATION AND METHOD OF PAYMENT

5.1 Professional’s Fee. Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services in **Exhibit “A”**. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional’s monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional’s employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charged for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

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

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

ARTICLE VI
DEVOTION OF TIME; PERSONNEL; AND EQUIPMENT

6.1 Devotion of Time and Personnel. Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time

and materials basis, in accordance with Professional’s standard hourly rate schedule, or as otherwise agreed between the Parties.

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

6.3 Professional’s Facilities and Equipment. Professional shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

6.4 Progress Reports and Meetings. Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by City or more frequently as may be required by City from time to time based upon Project demands and as set forth in the Scope of Services. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

ARTICLE VII
SUSPENSION OF WORK

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

ARTICLE VIII
RELATIONSHIP OF PARTIES

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

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 Professional may only be compensated 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

10.1 During the term of the agreement with the City, the Professional shall be required to maintain in full force and effect the following insurance:

- A. Commercial general liability policy of insurance for bodily injury, death, and property damage including the property of the City, its officers, contractors, agents, and employees (collectively referred to as the “City”) insuring against all claims, demands, or actions relating to the work and services provided by the Professional pursuant to the agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to the City;
- B. Automobile liability insurance policy covering any vehicles owned, non-owned, hired, and/or operated by the Professional, its officers, agents, and employees, and used in the performance of the agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage;
- C. Statutory Worker’s Compensation Insurance at the statutory limits and Employers Liability covering all of Professional’s employees involved in the provision of services under the agreement with policy limit of not less than \$1,000,000.00; and
- D. Professional Liability with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors, and omissions by Professional, its contractors, sub-contractors, consultants, and employees in the performance of services pursuant to the agreement.

10.2 All insurance shall be endorsed to provide the following provisions:

- A. Except for the Workers Compensation Insurance and Professional Liability policy, name the City, its officers, and employees as additional insureds as to all applicable coverage;
- B. Except for the Professional Liability policy, provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance;
- C. A specific endorsement be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least thirty (30) days prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the Professional providing the required insurance are prohibited by law to provide any such specific endorsements, Professional shall provide at least thirty (30) days prior written notice to City of any cancellation, non-renewal, and/or material changes to any of the policies of insurance.

10.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.

10.4 A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to City is a condition precedent to the payment of any amounts due to Professional by City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this agreement.

ARTICLE XI
INDEMNIFICATION

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 PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “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 CITY. PROFESSIONAL AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS 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 PROFESSIONAL’S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, 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 CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, PROFESSIONAL, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PROFESSIONAL’S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. PROFESSIONAL’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XII
TERMINATION

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

12.2 Termination for Default. The City shall terminate this Agreement immediately in the event Professional 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 professional, purchase elsewhere, and charge the full increase in cost and handling to the defaulting Professional.

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. Professional may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with 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, 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.

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 No Waiver of Immunity. The Parties agree that City has not waived immunity by entering into and performing its respective obligations under this Agreement.

13.11 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, Texas
Attn: James Quin, City Administrator
400 N. JJ Lemmon Road, P.O. Box 500
Hutchins, Texas 75141
Telephone: (972) 225-6121
Email: jquin@cityofhutchinstx.gov

With a copy to:

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

If intended for Professional:

Kirby Anderson Contractors LLC
Attn: _____
4466 County Road 2526
Royse City, Texas 75189
Telephone: _____
Email: _____

13.12 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.

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

13.14 Audits and Records. Professional agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional'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 City or date of termination if sooner.

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

13.16 Compliance with Federal, State & Local Laws. Professional 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.

13.17 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.

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

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

13.19 No Excluded Nation or Foreign Terrorist Organization. Professional certifies that Professional 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 _____, 2026.

CITY OF HUTCHINS, TEXAS

By: _____
James Quin, City Administrator

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(05-14-2026: 4910-6499-4732, v. 1)

EXECUTED this 24th day of June, 2026.

KIRBY ANDERSON CONTRACTORS LLC

By: 
Name: Letora Anderson
Title: Owner

**EXHIBIT “A”
SCOPE OF SERVICES**

**EXHIBIT “A”
SERVICES**

Proposed Services. The Services to be provided under this Agreement are:

I.1 Preliminary Project Scope

The Landscape Architect understands that the Project consists of preparing a revised concept plan and opinion of probable construction cost for the proposed Veteran’s Memorial located at the City Hall site in Hutchins.

A. The site is described in this image:



- B. The Landscape Architect shall provide design services that include the following:
- i. Design of a memorial space incorporating:
 - 1. Hardscape elements
 - 2. Fountain features
 - 3. Planting areas
 - 4. Monumentation and memorial components
 - ii. Consideration of water service and irrigation needs associated with the proposed improvements.

- iii. Attendance at one (1) meeting, either virtual or in person, with the Beautification Committee and/or designated representatives to discuss project goals, priorities, and design direction.
- iv. Preparation of a preliminary opinion of probable construction cost.
- C. The design work excludes:
 - i. Preparation of a new boundary, or utility survey.
 - ii. Specialty subconsultant services, including but not limited to electrical, mechanical, or other engineering disciplines.
- D. Reasonable recommendations and ideas provided by City staff and project representatives during the design process shall be incorporated into the Project to the extent feasible and appropriate within the approved scope, schedule, and budget.

I.2 Site Analysis Phase

To evaluate the physical characteristics and limitations of the site relative to the Project requirements, the Landscape Architect shall:

- A. Document and evaluate existing site conditions, including but not limited to:
 - 1. Topography
 - 2. Drainage patterns
 - 3. Existing vegetation and significant specimen plants
 - 4. Water features
 - 5. Existing structures
 - 6. Site views and visual relationships
 - 7. Relevant off-site conditions
- B. Verify the general location of available utilities relevant to the Project.
- C. Analyze site opportunities and constraints affecting the proposed improvements.
- D. Review applicable governmental requirements, including zoning regulations, ordinances, permit requirements, and known development restrictions applicable to the site.
- E. Advise the Client regarding recommended investigations or supporting documents that may be required for the Project, including but not limited to:
 - 1. Soils analysis
 - 2. Topographic survey
 - 3. Utility survey
 - 4. Property boundary survey

- F. Provide findings in one or more of the following formats, as requested by the Client:
- 1. Written summary memorandum or letter
 - 2. Site analysis exhibit or plan drawing
 - 3. Summary of recommended tests and surveys

I.3 Design Development Phase

Based upon the Concept Design approved by the Owner, the Landscape Architect shall further develop and refine the design intent of the Project through the preparation of the following:

- A. Refined design plans identifying the proposed improvements in relation to existing site features and proposed project elements.
- B. Design detail sketches illustrating proposed forms, materials, finishes, colors, and textures.
- C. Supplemental drawings as necessary to communicate the design intent, which may include:
 - 1. Site Plan
 - 2. Detailed Area Plans
 - 3. Grading Plan
 - 4. Planting Plan
 - 5. Irrigation Plan
 - 6. Site Furnishings Plan
- D. Additional plans deemed necessary by the Landscape Architect
- E. Outline specifications for applicable portions of the work.
- F. Submission of the Design Development package to the Client for review and approval.

I.4 Construction Document Phase

Following approval of the Design Development submission, the Landscape Architect shall prepare Construction Documents suitable for permitting, bidding, negotiation, and construction of the Project.

A. Construction Plans

- Construction Documents may include the following:
- 1. Demolition Plan
 - 2. Staking/Layout Plan
 - 3. Erosion Control Plan and Report
 - 4. Grading and Drainage Plan
 - 5. Irrigation Plan
 - 6. Planting Plan
 - 7. Furnishings Plan

- 8. Lighting Plan
- 9. Signage Plan
- 10. Other plans as necessary to adequately bid and construct the Project

B. Construction Details

Preparation of construction details illustrating:

- 1. Materials
- 2. Connections
- 3. Dimensions
- 4. Finishes
- 5. Spatial relationships
- 6. Installation requirements

C. Consultant Coordination

The Landscape Architect shall coordinate the work of subconsultants and other consultants engaged for the Project, as applicable. The extent of consultant services shall be determined following completion of Schematic Design and may include:

- 1. Grading Plans
- 2. Drainage Plans
- 3. Fountain Details
- 4. Irrigation Plans
- 5. Associated technical specifications

D. Specifications

Preparation of construction specifications for the proposed improvements.

E. Cost Estimate

Update the opinion of probable construction cost based on the Construction Documents.

F. Permitting Assistance

Assist the Client with preparation and submission of documents required for governmental review and permitting.

G. Agency Review Coordination

Address applicable agency comments and revise the Construction Documents as necessary for compliance.

H. Final Cost Estimate

Submit a final opinion of probable construction cost.

I. Deliverables

Provide one (1) hard copy set of the Construction Documents and digital copies as

required. Additional copies shall be considered reimbursable expenses.

I.5 Bidding Phase

If the Project is publicly bid, the Landscape Architect shall assist the Client during the bidding process to help identify a qualified contractor and establish a construction contract amount.

Services may include:

- A. Advertising the Project to prospective bidders.
- B. Reviewing contractor qualification submissions, if required, and providing recommendations.
- C. Conducting a pre-bid conference and documenting meeting proceedings.
- D. Preparing and issuing addenda to clarify the Construction Documents as necessary.
- E. Attending the bid opening.
- F. Reviewing submitted bids, including alternates, and providing a recommendation regarding contract award..

I.6 Construction Contract Administration Services

The Landscape Architect shall provide construction administration services during construction of the Project, including:

- A. Participation in pre-construction meetings.
- B. Review of material and equipment submittals.
- C. Review and response to Requests for Information (RFIs), shop drawings, and change order requests.
- D. Preparation of Owner-initiated change orders, if requested, which may constitute Supplemental Services.
- E. Periodic site observations to evaluate general conformance of the work with the Construction Documents. The frequency of site visits shall be determined prior to execution of this phase. Weekly or biweekly visits are anticipated.
- F. Evaluation of completed work for substantial conformance with the design intent and Construction Documents.
- G. Conducting final observations to determine project completion and acceptance.
- H. Review of contractor-provided record drawings or as-built drawings.
- I. Attendance at one (1) warranty walkthrough approximately one year following substantial completion.
- J. Receipt and review, on behalf of the Owner, of warranties, guarantees, lien releases, and related closeout documents.

K. Review of surety consent, if applicable, related to issuance of final payment..

Supplemental Services. In addition to the Services described above, KAC may provide additional or supplemental services ("Supplemental Services") when requested by the Client. Supplemental Services shall be compensated separately from the Project Cost ("Supplemental Costs"). KAC shall not be obligated to perform Supplemental Services until the scope and associated compensation are mutually agreed upon in writing.

Supplemental Services may include, but are not limited to, the following:

Contract Negotiation Phase

If the Project is negotiated rather than competitively bid, the Landscape Architect may assist the Client during contract negotiations, including:

- A. Meeting with the selected contractor to review the Construction Documents and scope of work.
- B. Providing clarification or interpretation of the Construction Documents.
- C. Reviewing contractor proposals and providing recommendations regarding contract award.
- D. Assisting with coordination of donated materials, in-kind services, volunteer labor, or other alternative funding or construction arrangements, as applicable.

Changes to Services. Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because Client changes to previous Project budget parameters or Project requirements.



STAFF REPORT

MEETING DATE: September 21, 2026

MEETING TYPE: City Council

SUBMITTED BY: Maria Joyner

AGENDA CAPTION: Consider an ordinance authorizing an amendment to the adopted budget of the City of Hutchins, Texas for the fiscal period of October 1, 2026, through September 30, 2027

Presented by: Maria Joyner, Director of Finance

Background Information

During the September 8, 2026, City Council meeting, a public hearing was held on the FY 2027 budget and tax rate. Following the public hearing, the FY 2027 budget and tax rate were approved by City Council. City Council requested additional information on several capital items. The capital items that were discussed are as follows:

FY 2027 CAPITAL REQUEST

DEPARTMENT	DESCRIPTION	AMOUNT	
Public Works	Ford F-350	\$ 85,000	
Public Works	Ford F-350	\$ 85,000	
Public Works	Ford F-250	\$ 75,000	
Public Works	Brush Hog Tractor	\$ 47,000	
Public Works	Skag- Zero Turn	\$ 18,000	
Public Works	Wood Chipper	\$ 14,000	\$ 324,000
Animal Shelter	New Vehicle & Lighting	\$ 57,000	
Animal Shelter	Cargo Box	\$ 21,000	\$ 78,000
Police	Parking Lot Design	\$ 37,000	
Police	Parking Lot Construction	\$ 625,000	\$ 662,000
Library	Mobile Library		\$ 280,000
TOTAL			\$ 1,344,000

This agenda item is presented to amend Fiscal Year 2027 to include expenditures which vary from the originally adopted budget. Specifically, the capital items from the above list that are approved by City Council during the September 21, 2026, City Council meeting.

Budget Implications

Please note that **only those funds that are approved** from the proposed list will be included in the amendment.

Staff Recommendation

Staff recommends the following motion:

Approval of an ordinance authorizing an amendment to the adopted budget of the City of Hutchins, Texas for the fiscal year of October 1, 2026, through September 30, 2027.

Supporting Documentation and Attachments

Ordinance No. 2026-_____

CITY OF HUTCHINS, TEXAS
ORDINANCE NO. 2026-09-1232

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING AN AMENDMENT, ATTACHED HERETO AS EXHIBIT “A,” TO THE ADOPTED ANNUAL BUDGET FOR CAPITAL PROJECTS FOR THE FISCAL PERIOD OF OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2027.

WHEREAS, the City Council adopted Ordinance No. 2026-09-1229 setting forth the Budget for Fiscal Year 2026-2027, beginning October 1, 2026, and ending September 30, 2027; and

WHEREAS, the City Council finds and determines that reserves are available for appropriation, of certain funds and that the appropriation is economically feasible and in the best interest of the citizens of Hutchins, TX and for municipal purposes; and,

WHEREAS, the City Council desires to amend said Fiscal Year 2026-2027 Annual Budget to reflect such appropriation.

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

SECTION 1. The findings above are found to be true and correct and are incorporated herein in their entirety.

SECTION 2. The Annual Budget for the City of Hutchins, Texas, for Capital Projects for the fiscal period of October 1, 2026, through September 30, 2027, is hereby amended for municipal purposes as shown in Exhibit A attached hereto and as approved by City Council.

SECTION 3. That Budget Amendment attached as Exhibit “A” shall be attached to the Fiscal Year 2026-2027 Annual Budget and maintained in the records of the City.

SECTION 4. That this ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THIS THE 21st DAY OF SEPTEMBER 2026.

APPROVED

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

EXHIBIT A

FY 2027 CAPITAL REQUEST

DEPARTMENT	DESCRIPTION	AMOUNT	
Public Works	Ford F-350	\$ 85,000	
Public Works	Ford F-350	\$ 85,000	
Public Works	Ford F-250	\$ 75,000	
Public Works	Brush Hog Tractor	\$ 47,000	
Public Works	Skag- Zero Turn	\$ 18,000	
Public Works	Wood Chipper	\$ 14,000	\$ 324,000
Animal Shelter	New Vehicle & Lighting	\$ 57,000	
Animal Shelter	Cargo Box	\$ 21,000	\$ 78,000
Police	Parking Lot Design	\$ 37,000	
Police	Parking Lot Construction	\$ 625,000	\$ 662,000
Library	Mobile Library		\$ 280,000
TOTAL			\$ 1,344,000



STAFF REPORT

MEETING DATE:	September 21, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Maria Joyner
AGENDA CAPTION:	Consider an ordinance authorizing an amendment to the adopted budget of the City of Hutchins, Texas for the fiscal period of October 1, 2025, through September 30, 2026
	Presented by: Maria Joyner, Director of Finance

Background Information

During the May 13, 2024, City Council meeting, City Council approved a contract between the City of Hutchins and the Commission on State Emergency Communications as a Subrecipient of \$699,123.23 in Next Generation 9-1-1 funds made available from Senate Bill 8 (SB8). SB 8 Section 30 appropriated \$150 million in CSFRF funds to the NG9-1-1 Fund “for the deployment and reliable operation of next generation 9-1-1 service, including equipment and administration costs, during the two-year period beginning on the effective date of the Act from money received by Texas from the Coronavirus State Fiscal Recovery Fund. Per Health and Safety Code § 771.0713(f), all money in the NG 9-1-1 Fund must be distributed by August 31, 2024, **and be spent by December 31, 2026.**

This agenda item is presented to amend the Fiscal Year 2026 budget to include expenditures and the related revenue to cover the NG 9-1-1 grant funds.

Additional Background Information

In March 2021 Congress enacted the American Rescue Plan Act of 2021 (“ARPA”), including Subtitle M – Coronavirus State and Local Fiscal Recovery Funds (“CSFRF” 42 U.S.C. § 802 et. seq.). ARPA appropriated \$219 billion to States, territories, and Tribal governments to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease and pandemic (“COVID-19”).

In May 2021, the Texas Legislature passed House Bill 2911 (“HB 2911”) amending Health and Safety Code Chapter 771 to establish September 1, 2025, as the target date for “all parts of the state [to] be covered by next generation 9-1-1 service.” HB 2911 includes new Health and Safety Code § 771.0713 creating the Next Generation 9-1-1 Fund (“NG9-1-1 Fund”) and authorizing it to be funded with “Coronavirus State and Local Fiscal Recovery Funds under Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) or from any other federal governmental source for purposes of this chapter.” In October 2021, and per rulemaking authority provided in HB 2911, the Comptroller of Public

Accounts adopted rule 34 Tex. Admin. Code § 5.408 designating the Commission as the administrator of the NG9- 1-1 Fund.

At its November 16, 2021, open meeting, the Commission designated to its Executive Director the “authority to administer the Next Generation 9-1-1 service fund created by HB 2911.

Budget Implications

In order to comply with the Coronavirus State Fiscal Recovery Fund December 31, 2026 deadline, staff is requesting a budget amendment to pay for the NG 9-1-1 expenditures and accept the funds to be provided by the State to reimburse the City for the expenditures.

Staff Recommendation

Staff recommends the following motion:

Approval of an ordinance authorizing an amendment to the adopted budget of the City of Hutchins, Texas for the fiscal year of October 1, 2025, through September 30, 2026.

Supporting Documentation and Attachments

Ordinance No. 2026-

CITY OF HUTCHINS, TEXAS
ORDINANCE NO. 2026-09-1233

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING
AN AMENDMENT TO THE ADOPTED ANNUAL BUDGET FOR THE
FISCAL PERIOD OF OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026.

WHEREAS, the City Council adopted Ordinance No. 2025-09-1212 setting forth the Budget for Fiscal Year 2025-2026, beginning October 1, 2025, and ending September 30, 2026; and

WHEREAS, the City Council finds and determines that reserves are available for appropriation, of certain funds and that the appropriation is economically feasible and in the best interest of the citizens of Hutchins, TX and for municipal purposes; and,

WHEREAS, the City Council desires to amend said Fiscal Year 2025-2026 Annual Budget to reflect such appropriation.

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

SECTION 1. The findings above are found to be true and correct and are incorporated herein in their entirety.

SECTION 2. The Annual Budget for the City of Hutchins, Texas, for the fiscal period of October 1, 2025, through September 30, 2026, is hereby amended for municipal purposes and as approved by City Council.

SECTION 3. That Budget Amendment shall be attached to the Fiscal Year 2025-2026 Annual Budget and maintained in the records of the City.

SECTION 4. That this ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

IT IS ACCORDINGLY SO ORDAINED.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THIS THE 21st DAY OF SEPTEMBER 2026.

APPROVED

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(09-14-2026: 4908-5273-2624, v. 1)



STAFF REPORT

MEETING DATE:	September 21, 2026
MEETING TYPE:	Regular Council Meeting
SUBMITTED BY:	Steve Perry (Police Chief)
AGENDA CAPTION:	[Dallas County Interlocal Agreement for Magistration Services] Presented by: [Steve Perry, Police Chief]

Background Information

In April 2026, Dallas County Sheriff Marian Brown issued notice to all Dallas County Law Enforcement agencies that there would be changes to services provided by the Dallas County Sheriff’s Department. These changes included requirements related to the magistration of arrested individuals in accordance with Texas Code of Criminal Procedure Article 15.17. (Letter attached)

Article 15.17 requires that, in each case the person making an arrest or the person having custody of the arrested individual must, without unnecessary delay and no later than 48 hours after the arrest, take the person before a magistrate. (Judge Callaway)

On August 25, 2026, the City of Hutchins received an interlocal agreement from the Dallas County Sheriff’s Department outlining the proposed magistration services and the costs associated with providing those services.

The terms are:

- 1) \$567 per each HUTCHINS arrestee presented to SHERIFF prior to magistration from October 1, 2026 through September 30, 2027;
- 2) \$584 per each HUTCHINS arrestee presented to SHERIFF prior to magistration from October 1, 2027 through September 30, 2028;
- 3) \$602 per each HUTCHINS arrestee presented to SHERIFF prior to magistration from October 1, 2028 through September 30, 2029; and
- 4) \$620 per each HUTCHINS arrestee presented to SHERIFF prior to magistration from October 1, 2029 through September 30, 2030.

Hutchins cases requiring magistration:

2025 Misdemeanor and Felony arrests requiring magistration: 358 arrests \$ 567 = \$ 203,00.00
2026 Misdemeanor and Felony arrests requiring magistration: year to date 135 arrests \$ 567 = \$ 77,000.00

Judge Callaway will perform these services in accordance with the Code of Criminal Procedures article 15.17. (Judge Callaway)

Optional Billing for transport services and methodology:

Budget Implications

Hutchins cases requiring magistration:
2025 Misdemeanor and Felony magistration: 358 Arrest requiring magistration @ \$ 567 = \$ 203,00.00
2026 Misdemeanor and Felony magistration: year to date 135 requiring magistration @ \$ 567 = \$ 77,000.00.

Transportation cost
Average hourly rate to include benefits \$ 51.90
Government hourly vehicle rate established by Ordinance \$ 22.91
3 hours minimum \$ 74.81 personnel and vehicle = 224.43
358 in 2025 \$ 80,345.94
135 in 2026 \$ 30,298.05

Operational Impact

Taking time away for Patrol to transport arrested individuals to the county jail.

Legal Review

Staff Recommendation

Staff recommends not approving the interlocal agreement as submitted

Supporting Documentation and Attachments

- Letter from the Sheriff dated April 30, 2026
- Letter from the Sheriff dates August 25, 2026
- Interlocal agreement from Dallas County Sheriff's Department
- Letter from Dallas County Police Chiefs

THE STATE OF TEXAS § INTERLOCAL AGREEMENT BETWEEN
 §
COUNTY OF DALLAS §

**INTERLOCAL AGREEMENT FOR
TRANSFER OF CUSTODY OF ARRESTED PERSONS
PRIOR TO MAGISTRATION**

This Interlocal Agreement (“Agreement”) is made by and between Dallas County, Texas, a political subdivision of the State of Texas, (“COUNTY”), and CITY OF HUTCHINS (“HUTCHINS”), acting by and through their duly authorized agents. Collectively, the COUNTY and HUTCHINS may be referred to as the “Parties” or individually as the “Party”.

WITNESSETH:

WHEREAS, this Agreement is made pursuant to the authority of Texas Government Code Chapter 791, “Interlocal Cooperation Agreements”; and

WHEREAS, COUNTY and the Dallas County Sheriff’s Office (“SHERIFF”) operate several jail facilities in conformity with Texas law, for the detention of adult inmates arrested, charged with, or serving sentences for violations of criminal statutes; and

WHEREAS, HUTCHINS has requested SHERIFF to assume custody of persons arrested by HUTCHINS prior to those persons being taken before a magistrate;

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION I. PURPOSE OF AGREEMENT

Subject to the terms and conditions of this Agreement, HUTCHINS and COUNTY agree that SHERIFF will accept persons arrested by HUTCHINS for confinement in the County Jail prior to those persons being taken before a magistrate and HUTCHINS agrees to pay COUNTY for accepting custody of these persons.

SECTION II. TERM OF AGREEMENT

This Agreement shall be effective as of October 1, 2026 (“Effective Date”), and shall remain in effect through September 30, 2030 unless earlier terminated as provided (“Agreement Term”).

SECTION III. SHERIFF DUTIES AND OBLIGATIONS

A. Detention services. SHERIFF shall be responsible for the intake, booking, housing assignment, classification, supervision, release, and overall management of detainees accepted into custody by SHERIFF, as required by applicable law.

B. Minors. If SHERIFF determines that HUTCHINS has delivered a person for custody who is a 'child' as defined by Texas Family Code §51.02, and who is not eligible for confinement in the County Jail under applicable law, SHERIFF shall immediately notify HUTCHINS, which shall immediately remove the person from the County Jail.

C. Management. HUTCHINS agrees that SHERIFF shall have sole decision-making authority in the management of the County Jail and the oversight of HUTCHINS detainees.

D. Right of Refusal. The Parties agree that SHERIFF shall have the right to refuse to accept or to continue to house any person if SHERIFF determines that the person should not be housed in the Dallas County Jail.

SECTION IV. CITY OF HUTCHINS DUTIES AND OBLIGATIONS

A. Standards. For any HUTCHINS arrestees transferred to SHERIFF for detention in the County Jail under the terms of this Agreement, HUTCHINS shall transfer such arrestees in accordance with all applicable laws. For all HUTCHINS arrestees transported to the Dallas County Jail prior to being taken before a magistrate, HUTCHINS must provide a probable cause affidavit for the arrest and maintain custody of the arrestee until deemed medically fit to enter the Dallas County Jail by Parkland Jail Health, and accepted. HUTCHINS represents and warrants that it will present all arrestees to SHERIFF in sufficient time to permit compliance with Articles 15.17 and 17.033 of the Texas Code of Criminal Procedure. SHERIFF reserves the right to refuse acceptance of any arrestee presented before magistration whose accompanying documentation is incomplete or whose processing would otherwise violate applicable law, court order, or COUNTY policy.

B. CITY OF HUTCHINS Payment. Under the terms of this Agreement, HUTCHINS shall pay to COUNTY the sum of: 1) \$567 per each HUTCHINS arrestee presented to SHERIFF prior to magistration from October 1, 2026 through September 30, 2027; 2) \$584 per each HUTCHINS arrestee presented to SHERIFF prior to magistration from October 1, 2027 through September 30, 2028; 3) \$602 per each HUTCHINS arrestee presented to SHERIFF prior to magistration from October 1, 2028 through September 30, 2029; and 4) \$620 per each HUTCHINS arrestee presented to SHERIFF prior to magistration from October 1, 2029 through September 30, 2030.

COUNTY shall provide HUTCHINS invoices on a monthly basis with a list of individuals presented to SHERIFF prior to magistration the month prior.

C. Termination of the Agreement is to be considered Termination for Non-Appropriation of Funds. HUTCHINS shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of special revenue fund or grant, without HUTCHINS incurring any liability to COUNTY as result of such termination, including early termination charges. If HUTCHINS terminates this Contract pursuant to this paragraph, COUNTY will have the right to collect and retain payment for services rendered to HUTCHINS through the termination date but shall not be entitled to any early termination charges. Upon the expiration or termination of this Agreement for any reason, COUNTY shall not accept, any arrestee into the Dallas County Jail unless and until the arrestee has been properly magistrated

in accordance with applicable law.

SECTION V. GOVERNMENTAL IMMUNITY AND INDEMNIFICATION

A. Governmental Immunity. This Agreement is expressly made subject to HUTCHINS's and COUNTY's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that HUTCHINS or COUNTY has by operation of law, or otherwise.

B. No waiver: Dallas County. COUNTY, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Tort Claims Act to be responsible for any liability or damages COUNTY may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against COUNTY including workers compensation claims, arising out of the performance of COUNTY employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of COUNTY, its agents, officers, and/or employees.

C. No waiver: CITY OF HUTCHINS. HUTCHINS, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Tort Claims Act to be responsible for any liability or damages that HUTCHINS may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against HUTCHINS, including workers compensation claims, arising out of the performance of HUTCHINS subcontractors or employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of HUTCHINS its subcontractors, agents, officers, and/or employees.

D. Comparative liability. COUNTY and HUTCHINS agree that any such liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees, students, agents, or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.

E. Survival. These provisions shall survive termination, expiration, or cancellation of this Agreement, that this Agreement or any portion hereof is void, voidable, invalid, or unenforceable.

SECTION VI. MISCELLANEOUS PROVISIONS

A. Relationship of Parties. The Parties are independent contractors. HUTCHINS, including its agents, subcontractors, employees, is an independent contractor and not an agent, servant, joint enterpriser, joint venture, or employee of COUNTY or SHERIFF, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents, subcontractors, or employees in conjunction with the duties and obligations covered under this Agreement. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, to any third

persons or entities.

B. Severability. If any provision of this Agreement shall be held illegal, invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired. The illegal, invalid, void or unenforceable provisions will be deemed stricken and deleted, but and all remaining provisions shall remain in full force and effect as if the illegal, invalid, void or unenforceable provisions had never been incorporated.

C. Choice of Laws and Venue. The Parties agree that exclusive venue for any legal action between the Parties arising from this Agreement shall be in Dallas County, Texas and shall be governed by Texas law.

D. Assignment. Neither Party shall assign or transfer, in whole or in part, any rights or obligations under or interest in this Agreement without the prior written consent of the other Party. COUNTY approval to transfer or assign HUTCHINS's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court.

E. Waiver of Breach. It is not a waiver of default if the non-defaulting Party fails to declare a default or delays in taking any action. The waiver by either Party of a breach or violation of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or a different provision. Any waiver of default must be expressly given in writing by the non-defaulting Party.

F. Termination. Either Party may terminate this Agreement with or without cause by providing the other Party with ninety (90) days written notice of such termination. Upon the mutual consent of the Parties, the requirement of ninety (90) days written notice for early termination may be waived. HUTCHINS shall be liable for all expenses incurred under this Agreement through the date of termination.

G. Notice. Any notice or certification provided for in this Agreement to be given by either Party to the other shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States Mail, postage prepaid, certified, return receipt requested or delivered to the registered address as follows:

To COUNTY:

Chief, Dallas County District Attorney's Office – Civil Division
500 Elm Street, Suite 6300
Dallas County, Texas 75202

AND:

Dallas County Sheriff's Office
Frank Crowley Court's Building, 1st Floor
133 N. Riverfront Boulevard, LB-31
Dallas, TX 75207-4313

w/a copy to: Annissa Obasi, Sheriff's Office Legal Advisor

To CITY OF HUTCHINS Police Department:

Chief Steve Perry
550 West Palestine Street
Hutchins TX 75141

With a copy to: _____

- H. Entire Agreement. This Agreement represents the entire agreement among the Parties with respect to the subject matter covered herein and supersedes any other Agreement concerning the subject matter whether oral or written.
- I. Amendments and Changes in Law. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless by mutual written agreement of the Parties and the express approval of the Dallas County Commissioners Court and the CITY OF HUTCHINS. Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in Federal or State law area automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.
- J. Counterparts, Numbers/Gender and Headings. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
- K. Force Majeure. The Parties to this Agreement shall be released from liability hereunder for failure to perform any of the obligations herein where such failure to perform occurs by reason of any act of God, fire, flood, storm, earthquake, tidal wave, communication failure, sabotage, war, military operation, national emergency, mechanical or electronic breakdown, civil commotion, or the order requisition, request or recommendation of any government agency or acting governmental a authority or either Party's compliance therewith, or governmental regulation or priority or any other cause beyond either Party's reasonable control whether similar or dissimilar to such causes.
- L. Contra Proferentem. The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.
- M. Signatory Warranty. The person or persons signing and executing this Agreement on behalf of the Parties, or representing themselves as signing and executing this Agreement on behalf of the Parties, do hereby warrant and guarantee that he, she or they have been duly authorized by the Parties to execute this Agreement on behalf of the Parties and to validly and legally bind the Parties to all terms, performances and provisions herein set forth.

<signatures on following page>

EXECUTED THIS _____ DAY OF _____, 2026. ("Effective Date")

COUNTY OF DALLAS

CITY OF HUTCHINS

Clay Lewis Jenkins
County Judge

BY:
TITLE: _____

DATE: _____

RECOMMENDED:

BY: Marian Brown
Dallas County Sheriff

APPROVED AS TO FORM*:
JOHN CREUZOT
DISTRICT ATTORNEY

BY: Chong Choe
Assistant District Attorney

*By law, the District Attorney’s Office may only advise or approve agreements or legal documents on behalf of its clients. It may not advise or approve an agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



MARIAN BROWN
SHERIFF

DALLAS COUNTY SHERIFF'S OFFICE

133 N. RIVERFRONT BLVD, DALLAS, TEXAS 75207- 4363

P: 214-653-3450 F: 214-653-3420

www.dallascounty.org



COMMISSIONERS
CLAY JENKINS, JUDGE
DR. THERESA DANIEL
ANDREW SOMMERMAN
JOHN WILEY PRICE
DR. ELBA GARCIA

April 20, 2026

To: Dallas County Law Enforcement Partners,

The Dallas County jail population continues to hover near capacity, averaging anywhere from 93%-96% on a given day. Recently, we have seen local agencies bring individuals directly to the Dallas County jail without being properly and completely magisterated, instead of having the agency's qualified magistrates perform these duties. This practice shifts arresting agencies' statutory responsibilities for magistration to the Dallas County Sheriff's Office.

Article 15.17 of the Code of Criminal Procedure articulates that the arresting person shall take an arrested person before a magistrate without unnecessary delay, but no later than 48 hours after the arrest. Additionally, the magistrate should issue a commitment order after all components of the magistration process are complete.

The County Sheriff's responsibility to take custody of an individual, as outlined in Article 15.20 of the Code of Criminal Procedure, does not begin until after the arresting agency has ensured the defendant has been properly and completely magisterated.

Given the above, the Dallas County Sheriff's Office hereby gives notice to all law enforcement partners that effective **October 1, 2026**, defendants will no longer be accepted into the Dallas County Jail without being properly magisterated and committed under the Code of Criminal Procedure, unless your agency has an agreement with Dallas County to provide magistration services.

Dallas County is willing to enter into agreements with additional local agencies to assume magistration duties on behalf of arresting agencies. The Dallas County Sheriff's Office will provide updated forms and processes to your agency by the effective date. These forms will be used by law enforcement agencies to attest that each individual presented to the Dallas County jail for bookin has been properly and completely magisterated as required by the Code of Criminal Procedure.

If your agency would like to enter into an agreement with Dallas County to provide magistration services, please reach out to the Legal Advisor, Annissa Obasi at Annissa.Obasi@dallascounty.org or 214-653-2906, as soon as practical.

Sincerely,

Marian Brown, Sheriff
Dallas County, Texas

EQUAL OPPORTUNITY EMPLOYER
INTERGITY • PROFESSIONALISM • ACCOUNTABILITY



MARIAN BROWN
SHERIFF

DALLAS COUNTY SHERIFF'S OFFICE

133 N. RIVERFRONT BLVD, DALLAS, TEXAS 75207- 4363

P: 214-653-3450 F: 214-653-3420

www.dallascounty.org

Section F, Item6.



COMMISSIONERS
CLAY JENKINS, JUDGE
DR. THERESA DANIEL
ANDREW SOMMERMAN
JOHN WILEY PRICE
DR. ELBA GARCIA

August 25, 2026

To: Dallas County Law Enforcement Partners

Thank you for your continued cooperation and partnership with the Dallas County Sheriff's Office. As outlined in my April 20, 2026 correspondence, the Sheriff's Office has reviewed its procedures concerning the acceptance of arrestees who are presented to the Dallas County Jail before completion of magistration. That letter provided notice that, effective October 1, 2026, the Dallas County Jail will not accept arrestees for detention before they have been properly magistrated, except where the arresting agency and Dallas County have entered into an agreement providing for Dallas County to accept the arrestee before magistration.

For those who wish to enter into such an agreement with Dallas County, enclosed is the Interlocal Agreement for Transfer of Custody of Arrested Persons Prior to Magistration. After routing through your governing body approval process, you may return the executed agreement to Sheriff's Office Legal Advisor Annissa Obasi electronically at Annissa.Obasi@dallascounty.org or by mail to:

Dallas County Sheriff's Office
Attn: Annissa Obasi, Legal Advisor
Frank Crowley Courts Building, 1st Floor
133 N. Riverfront Boulevard, LB-31
Dallas, Texas 75207-4313

Additionally, the Dallas County Jail has revised its Bookin Information Sheet to support these updated intake procedures. We ask that your agency begin using the revised form as soon as practicable. Effective October 1, 2026, the Dallas County Jail will accept only the attached revised Bookin Information Sheet. Prior versions will no longer be accepted.

Thank you again for your continued professionalism, cooperation, and commitment to serving the residents of Dallas County. We value our law-enforcement partnerships and look forward to continuing our work together.

Sincerely,

Marian Brown, Sheriff
Dallas County, Texas

Attachments

Sheriff Brown,

On behalf of the undersigned police chiefs representing agencies throughout Dallas County, we want to express our appreciation for your continued openness, collaboration, and partnership with the law enforcement community.

After reviewing your August 25th letter and the attached interlocal agreement, the chiefs are of the view that our municipalities are not in a position to execute the agreement before the October 1 implementation date. As our review has progressed, we have identified a number of operational, financial, and administrative concerns that warrant further discussion before our respective governing bodies make any commitment.

For that reason, we are requesting that the October 1 implementation date set by your office, be paused while these issues are more fully considered.

At this point, we believe the conversation needs to extend beyond the timing of implementation and include a broader discussion of the structure, responsibilities, costs, and long-term implications of the proposed interlocal agreement. Fundamental questions remain unresolved, and those questions should be addressed before determining the appropriate path forward.

Given the concerns that have surfaced, we believe it would be premature to proceed under the current timeline or assume that the agreement, as presently structured, represents the best available solution.

We ask that a delegation of Dallas County police chiefs meet with you or representatives from your office to discuss these issues directly and work toward an arrangement that fairly reflects the responsibilities, operational realities, and financial interests of both the Dallas County Sheriff's Office and the municipalities involved. Any interlocal agreement of this nature should be mutually beneficial, operationally sustainable, and appropriately recognize the interests and obligations of all parties.

Chief Derick Miller of the Irving Police Department will serve as the point of contact for the chiefs as we continue discussions on this matter.

We appreciate your attention and look forward to a candid and productive discussion.

Sincerely,

The Undersigned Dallas County Police Chiefs



STAFF REPORT

MEETING DATE:	September 21, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Yibin Shao, City Engineer
AGENDA CAPTION:	[Discuss and consider AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 13 TITLED “UTILITIES” BY AMENDING DIVISION 3 TITLED “WATER CONSERVATION PLAN” BY AMENDING SECTION 13.10.061 TITLED “ADOPTED” TO ADOPT THE WATER CONSERVATION PLAN DATED September 21, 2026, AND MADE A PART HEREOF FOR ALL PURPOSES, THE SAME AS IF FULLY COPIED HEREIN, INCLUDING APPENDICES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00); AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Presented by: [Yibin Shao, City Engineer]

Background Information

The City of Hutchins is applying for project funding through the Texas Water Development Board’s (TWDB) Clean Water State Revolving Fund for maintaining and improving the City’s wastewater and stormwater infrastructure. An application requirement is that the City must have a Water Conservation Plan updated within the past five years. The latest plan, adopted on January 20, 2026, does not meet TWDB requirements. The City Council must update and adopt the City’s Water Conservation Plan dated September 21, 2026.

The purpose of the Water Conservation Plan is to ensure that the City can provide a safe and reliable water supply (for domestic use, sanitation, and fire protection, etc.) and minimize adverse impacts of water shortages and emergency conditions.

Budget Implications

N/A

Operational Impact

Adopting and implementing an updated Water Conservation Plan will help the City meet water conservation goals and ensure that the City continues to provide necessary water services. Having an updated Water Conservation Plan will help the City remain eligible for TWDB funding.

Legal Review

The City Attorney approved the ordinance change.

Staff Recommendation

Staff recommend that the City Council adopt the Ordinance to amend the updated Water Conservation Plan.

Supporting Documentation and Attachments

CITY OF HUTCHINS, TEXAS
ORDINANCE NO. 2026-09-1234

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 13 TITLED “UTILITIES” BY AMENDING DIVISION 3 TITLED “WATER CONSERVATION PLAN” BY AMENDING SECTION 13.10.061 TITLED “ADOPTED” TO ADOPT THE WATER CONSERVATION PLAN DATED SEPTEMBER 21, 2026, AND MADE A PART HEREOF FOR ALL PURPOSES, THE SAME AS IF FULLY COPIED HEREIN, INCLUDING APPENDICES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00); AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 13 titled “Utilities” of the Code of Ordinances of the City of Hutchins, Texas, be, and the same is hereby amended by amending Division 3 titled “Water Conservation Plan” by amending Section 13.10.061 titled “Adopted,” to read as follows:

“CHAPTER 13

...

Division 3. Water Conservation Plan.

...

§ 13.10.061 Adopted.

That there is hereby adopted the Water Conservation plan of the City of Hutchins dated September 21, 2026, and made a part hereof for all purposes, the same as if fully copied herein, including any appendices.”

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

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

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

SECTION 4. That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Hutchins, as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense.

SECTION 6. That this ordinance shall take effect immediately from and after its passage.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ON THIS 21st DAY OF SEPTEMBER 2026.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(09-14-2026:4907-6720-4816, v. 1)

City of Hutchins, Texas

Water Conservation Plan

Section I. Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply; protect the integrity and reliability of water supply and distribution facilities; ensure adequate supplies for domestic use, sanitation, and fire protection; protect and preserve public health, welfare, and safety; and minimize the adverse impacts of water shortages and emergency conditions, the City of Hutchins hereby adopts this Water Conservation Plan (WCP).

This Plan is prepared in accordance with the requirements of Texas Administrative Code (TAC) Title 31, Part 10, Chapter 288, Subchapter A, and the Texas Water Development Board (TWDB) Water Conservation Plan Checklist (TWDB-1968). The City commits to implementing conservation measures, tracking performance, and updating this Plan at least every five years.

Section II. Public Involvement

The City provided an opportunity for public input on revisions to this Plan through an open comment period held from August 28, 2026, to September 11, 2026. Notice was provided via the City website and a local newspaper. Comments received, if any, were considered prior to adoption.

Section III. Utility Profile and Coordinator

The retail utility identified in this Water Conservation Plan is the City of Hutchins, a municipal utility serving Dallas County, Texas, within the Region C (Trinity River Basin) Water Planning Area. The City's Public Water System (PWS) ID is 570012, and the TWDB Survey Number is 0412400. The service area includes the municipal limits of the City of Hutchins and its certificated retail service area. The TWDB Utility Profile Form TWDB-1965 has been completed and attached as Appendix D. This Utility Profile is populated using the City of Hutchins' **2024 TWDB Water Use Survey** and **2020 TWDB Water Loss Audit**, the most recent reports available at the time of this update.

Section IV. Conservation Coordinator

Conservation coordinator: Kenneth Golsby

Title: Director of Public Works

Email: kgolsby@cityofhutchinstx.gov

Telephone: 214-364-3452

Section V. Conservation Goals

The WATER CONSERVATION PLAN 5- AND 10-YR GOALS FOR WATER SAVINGS are attached as Appendix E., and can be summarized as below

- Reduce total GPCD by 5% within five years and 10% within ten years through identifying and upgrading deteriorated infrastructure.
- Reduce water loss to 5% within five years and 10% within ten years through identifying and upgrading deteriorated infrastructure.
- Maintain residential GPCD through public education and a billing structure to encourage conservation.
- Maintain compliance with TWDB reporting requirements.

The baseline figures are derived from the 2025 Water Loss Survey and Water Use Survey. Because TWDB mandates the Water Loss Survey on a five-year cycle, the 2025 survey serves as the most current dataset available for establishing the baseline. Progress will be evaluated annually using metered data and TWDB reports.

Section VI. Metering, Accounting, and Record Management

The City maintains a proactive water management program that includes **daily monitoring of the DWU water supply meter** to ensure early detection of potential leaks. **Universal metering is installed across all service connections**, improving the accuracy of meter readings and enhancing system-wide monitoring. Staff remains **responsive and timely in conducting regular meter testing, repairs, and replacements** whenever irregularities in meter performance or billing occur. Each year, the city performs an **annual reconciliation of water production, sales, and losses** to evaluate DWU-purchased water, identify known losses, detect unmetered usage, and address any metering or billing system discrepancies, supporting progress toward the City's conservation goals. In addition, the City ensures **timely submission of all required TWDB Water Use Surveys and Water Loss Audits**, maintaining compliance with state reporting requirements and supporting long-term water resource planning.

Section VII. Leak Detection and Repair

The City maintains an **active leak detection program** designed to identify unreported leaks throughout the distribution system. Once leaks are detected, staff **proactively repair all identified issues** to minimize water loss and protect system integrity. All repairs are **fully documented**, including the estimated volume of water recovered, to support accurate tracking of system performance and loss reduction. In addition, the City works to **identify critical infrastructure that will require future replacement or upgrades**, ensuring long-term reliability and supporting strategic capital improvement planning.

Section VIII. Public Education and Information

The City will provide ongoing public education on water conservation and drought response through water bill inserts, the City website, social media, signage at City facilities, and outreach during community events. Information will include conservation practices, drought stages, and enforcement provisions.

Section IX. Conservation Pricing and Rate Structure

The City maintains a rate structure intended to promote efficient water use while ensuring system sustainability. Rates will be periodically reviewed to support conservation objectives.

Section X. Coordination with Regional Water Planning Groups

The City of Hutchins is located within the Region C Water Planning Area. A copy of this Plan will be provided to the Region C Water Planning Group, and the City will coordinate conservation goals and data reporting consistent with the Region C Plan.

Section XI. Drought Contingency Measures (Summary)

The City maintains a Drought Contingency Plan (DCP) with staged response measures, triggers, and enforcement provisions. The DCP is incorporated by reference and implemented as conditions warrant.

Section XII. Implementation, Enforcement, and Review

The Public Works/Utilities Director, or designee, is authorized to implement this Plan. The City will review and update the WCP at least every five years or as required by TWDB to maintain eligibility for financial assistance.

Adoption

Adopted by the City Council of the City of Hutchins, Texas, on 01/20/2026.

Appendix A: Water Use and Water Loss Data Tables (TWDB Required)

Table A-1. Annual Water Supply and Use Summary (Calendar Year 2024)

Category	Volume (Gallons)	Data Source
Total Water Purchased	479,922,000	TWDB Water Use Survey (2024)
Total Metered Retail Use	437,727,000	TWDB Water Use Survey (2024)
Total Unmetered Use	4,606,813	TWDB Water Use Survey (2024)
Residential Use (SF + MF)	175,310,000	TWDB Water Use Survey (2024)
Commercial Use	223,786,000	TWDB Water Use Survey (2024)
Industrial Use	38,631,000	TWDB Water Use Survey (2024)

Table A-2. Population, Connections, and Per Capita Use

Item	Value	Data Source
Population Served	6,149	TWDB Water Use Survey (2024)
Total Metered Connections	1,510	TWDB Water Use Survey (2024)
Peak Month	August	TWDB Water Use Survey (2024)
Peak Month Use (Gallons)	50,670,000	TWDB Water Use Survey (2024)
Input GPCD	184	TWDB Water Loss Audit (2020)
Estimated Residential GPCD	78	Calculated from WUS

Table A-3. Water Loss Summary (Calendar Year 2020)

Metric	Value	Data Source
Total System Input Volume	384,969,543 gallons	TWDB Water Loss Audit (2020)
Total Authorized Consumption	377,783,916 gallons	TWDB Water Loss Audit (2020)
Total Water Loss Volume	7,185,627 gallons	TWDB Water Loss Audit (2020)
Water Loss Percentage	1.9%	TWDB Water Loss Audit (2020)
Apparent Losses	6,694,532 gallons	TWDB Water Loss Audit (2020)
Real Losses	491,095 gallons	TWDB Water Loss Audit (2020)
Non-Revenue Water	8,561,097 gallons	TWDB Water Loss Audit (2020)

Appendix B: Drought Contingency Plan Alignment Statement

The City of Hutchins Drought Contingency Plan (DCP) is incorporated by reference and has been reviewed to ensure consistency with this Water Conservation Plan (WCP), in accordance with 31 TAC §288.20.

The following elements are aligned between the WCP and DCP:

- **Authority and Administration:** Both plans designate the Public Works/Utilities Director, or designee, as the responsible official for implementation and enforcement.

- **Triggers and Monitoring:** Drought stage initiation and termination are based on wholesale supply conditions, system demand, and guidance from the City of Dallas and regional authorities, consistent with conservation goals in this WCP.
- **Demand Reduction Measures:** Conservation measures implemented during drought stages directly support the WCP goals for reduced per capita use and minimized water loss.
- **Public Notification:** Outreach methods (billing inserts, website postings, signage, and media notices) are consistent across both plans.
- **Enforcement:** Enforcement authority, penalties, and compliance provisions in the DCP support and reinforce the objectives of this WCP.

The City will update the Drought Contingency Plan concurrently with future updates to this Water Conservation Plan to maintain consistency and continued eligibility for TWDB financial assistance.

Appendix C: TWDB Reporting Contacts

- **Water Use Survey:** waterusesurvey@twdb.texas.gov | (512) 463-7952
- **Water Loss Audit:** WLA-Group@twdb.texas.gov | (512) 463-0987



STAFF REPORT

MEETING DATE:	September 21, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Yibin Shao, City Engineer
AGENDA CAPTION:	[DISCUSS AND CONSIDER A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE SUBMISSION OF A PROJECT/ACTIVITY APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION FOR SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT TO FUND THE PURPOSE OF DEVELOPING SAFETY ACTION PLAN AND SAFETY IMPROVEMENTS; AUTHORIZING THE MAYOR TO EXECUTE IMPLEMENTATION AGREEMENTS WITH THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE SS4A PROJECTS; DESIGNATING THE CITY ADMINISTRATOR OR HIS DESIGNEE AS THE CITY'S REPRESENTATIVE FOR ALL MATTERS RELATED TO THE PROJECTS; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: [Yibin Shao, City Engineer]

Background Information

The Safe Streets and Roads for All (SS4A) Grant Program are a federal program administered by the U.S. Department of Transportation (USDOT) to support local initiatives aimed at preventing roadway fatalities and serious injuries. The program provides funding for comprehensive safety action planning, supplemental safety planning activities, and eligible demonstration and implementation projects.

In 2025, the City of Hutchins pursued funding through the SS4A Planning and Demonstration Grant Program to support pedestrian and roadway safety improvements within the city. The SS4A grant awarded federal funding of 240,000, with a required 25 percent local match of \$60,000. The funding will be utilized to perform sidewalk design and planning purposes.

Budget Implications

City will contribute 60,000 to match the 20% of the grant funding.

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommend that the City Council approve the ratification as presented.

Supporting Documentation and Attachments

- Advance Funding Agreement 693JJ32640814_City of Hutchins, TX_9.13.26
- SS4A Application

**CITY OF HUTCHINS
RESOLUTION NO. R2026-09-1361**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS
AUTHORIZE THE CITY ADMINISTRATOR APPLICATION FOR SAFE
STREETS AND ROADS FOR ALL (SS4A) GRANT FUNDING THROUGH THE U.S.
DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF DEVELOPING
SAFETY ACTION PLAN AND SAFETY IMPROVEMENTS AND
APPROPRIATING FUNDS FROM FISCAL YEAR 2026/2027 BUDGET; AND
PROVIDE FOR AN EFFECTIVE DATE.**

WHEREAS, the City finds it in the best interest of the citizens of Hutchins, Texas, that SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT be approved for the 2026/2027 Budget year; and

WHEREAS, the City agrees that in the event of loss or misuse of the grant funds, the City assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, City of Hutchins designates James Quin, City Administrator, as the grantee’s authorized official and as such the City Administrator is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency;

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

SECTION 1. The City Administrator is authorized to apply for grant funding through the SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT be approved for the 2026/2027 Budget year.

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

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, DALLAS COUNTY, TEXAS, on this the 21st day of September 2026.

APPROVED:

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(YS:co 09-14-26)

1. Federal Award No.
693JJ32640814

2. Effective Date
See No. 15 Below

3. Assistance
Section F, Item 8.

4. Award To
City of Hutchins
400 JJ Lemmon Road
Hutchins, TX 75141

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop W56-485
Washington, DC 20590

6. Period of Performance
Effective Date of Award – 24 months

7. Total Amount
Federal Share: \$240,000
Recipient Share: \$60,000
Other Federal Funds: \$0
Other Funds: \$0
Total: \$300,000

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment
and Jobs Act (IIJA, Pub. L. 117–58, November
15, 2021)

10. Procurement Request No.
HSA260308PR

11. Federal Funds Obligated
\$240,000

12. Submit Payment Requests To
See Article 5.

13. Description of the Project
Develop a Safety Action Plan and identify necessary safety-related improvements in the City of Hutchins, TX.

RECIPIENT

14. Signature of Person Authorized to Sign

Signature Date
Name:
Title:

FEDERAL HIGHWAY ADMINISTRATION

15. Signature of Agreement Officer

Signature Date
Name: Hector R. Santamaria
Title: Agreement Officer

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2025 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Hutchins (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Develop Safety Action Plan and Safety Improvements.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2025 Safe Streets and Roads for All ("SS4A") Grant Program," dated January 22, 2026, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2025." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: Develop Safety Action Plan and Safety Improvements

Application Date: 6/26/2025

2.2 Award Amount.

SS4A Grant Amount: \$240,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

Section F, Item8.

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Narrative: This award is for Action Plan and supplemental planning.

The City of Hutchins will perform a city-wide Safety Action Plan. Additionally, the city will perform supplemental planning to identify and further develop city-wide improvements necessary for the future (e.g. sidewalk system, intersection improvements, alternative intersection design)

The project will be completed in one phase.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	05/15/2028
Planned SS4A Final Report Date:	07/15/2028

Supplemental Planning Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	06/15/2028
Planned SS4A Final Report Date:	07/15/2028

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$240,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$60,000

In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$300,000

Section F, Item8.

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4 CONTACT INFORMATION

4.1 Recipient Contact(s).

Yibin Shao, PE
City Engineer
City of Hutchins
400 N JJ Lemmon Road
972-225-6121

4.2 Recipient Key Personnel.

Name	Title or Position
Kenneth Golsby	Director of Public Works

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: W56-485
1200 New Jersey Avenue, S.E.
Washington, DC 20590
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Competitive Grants and Workforce Programs
HACG-30, Mail Stop W51-232
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Texas
Agreement Officer’s Representative (AOR)
300 East 8th Street #826
Austin, TX 78701
512.536.5900
Texas.Fhwa@dot.gov

and

Arika Simmons
Texas Division Office Lead Point of Contact
Transportation Finance Specialist
300 East 8th Street #826
Austin, TX 78701
512.536.5911
Arika.Simmons@dot.gov

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Competitive Grants and Workforce Programs

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred including direct labor, indirect costs, other direct costs, travel, etc., and the R Section F, Item 8. identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledge that the Safety Action Plan and Supplemental Plan will be made publicly available and agrees that it will publish the final Safety Action Plan and Supplemental Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

ATTACHMENT A PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Hutchins

Baseline Measurement Date: N/A

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

**ATTACHMENT B
CHANGES FROM APPLICATION**

Section F, Item 8.

Scope: N/A

Schedule: The Project's estimated schedule dates in Article 3.2 have been aligned with the anticipated execution of the grant agreement. Upon further reflection regarding the length of the Period of Performance (POP), it was determined that a longer POP would ensure ample time for all activities that were not taken into consideration during the application process, such as procurement of a consultant, any potential schedule contingencies, and to ensure that project closeout activities can be completed within the Period of Performance. As such, the POP was also lengthened from 14 months in the SF-424 to 24 months in this grant agreement.

Budget: N/A

ATTACHMENT C
[RESERVED]

Section F, Item 8.

ATTACHMENT D
[RESERVED]

Section F, Item 8.

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including union participation or project labor agreements which promote cost-effectiveness and open competition. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. <i>(Identify the relevant actions from Attachment B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

City is attempting to hire consultants and offer reasonable project scopes and budgets to promote good-paying projects that will lead to good-paying jobs.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

Section F, Item8.

1. Efforts to Strengthen the Security and Resilience of Critical Infrastructure Against Both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.
X	Not applicable. Grant does not require the purchase of information technology or operational technology.

2. Supporting Narrative.

N/A This grant will not fund the purchase of Information Technology and/or Operational Technology.

City of Hutchins, TX

Develop Safety Action Plan and Study Sidewalk Improvements for Hutchins, TX

The City of Hutchins, Texas prioritizes safety improvement in the city as evidenced by the proposal to develop this Safety Action Plan and further study the city’s sidewalk network. The city would like to utilize available grant funding to develop a Safety Action Plan that works towards “vision zero”.

The city’s transparent plan development process consists of leadership commitment and goal setting, a planning committee to oversee the plan development process, detailed technical analysis to identify trends and patterns, robust engagement and collaboration, easily accessible plan and goal tracking tool in public domain.

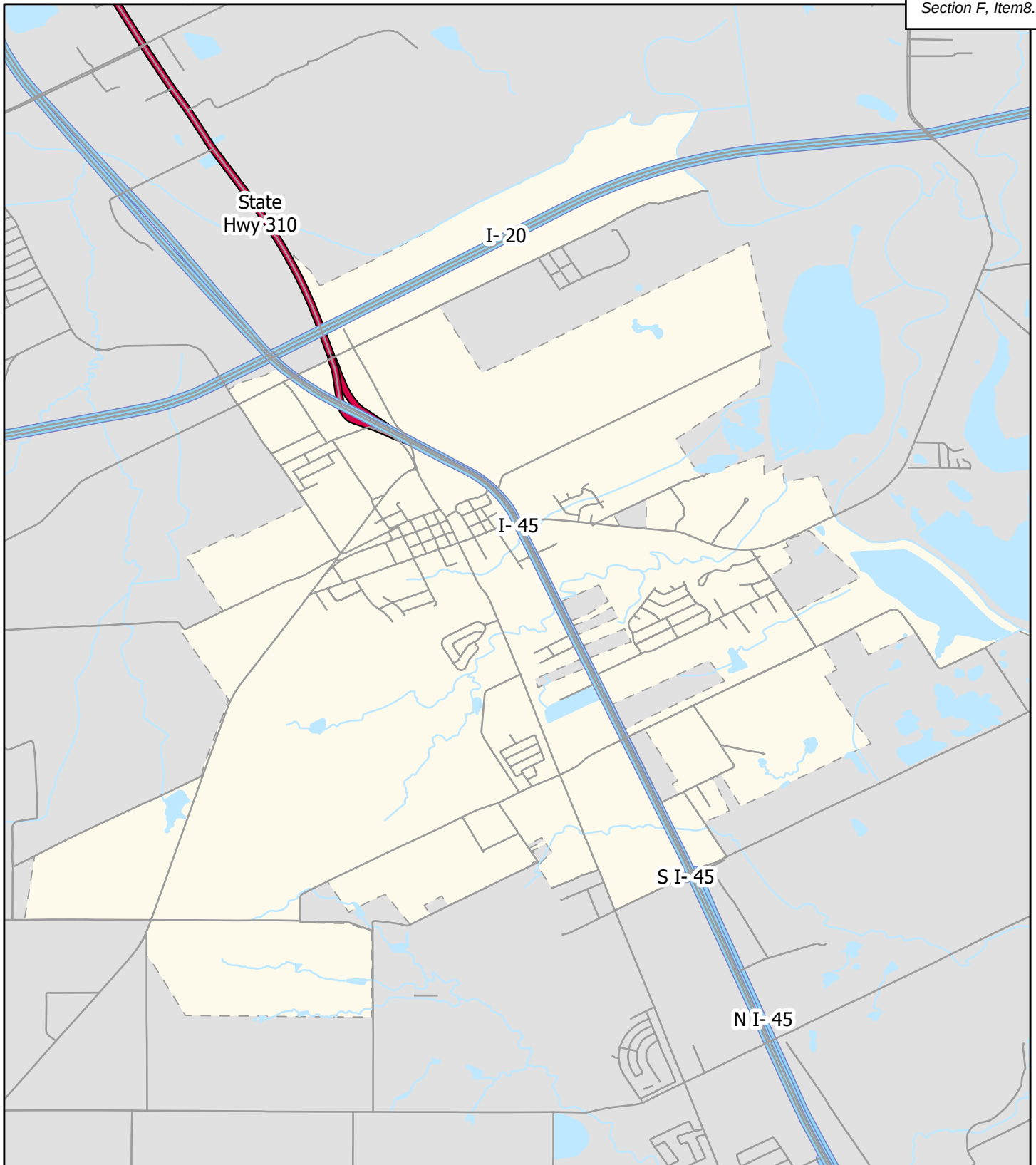
The team will conduct an in-depth analysis of five-year crash data to identify locations, types of serious crashes, as well as identifiable patterns. This information would be supplemented with underserved area considerations, to develop a High Injury Network (HIN). Between 2018 and 2022, there were 14 persons killed in fatal crashes within the city’s jurisdiction, **resulting in a fatality rate of 49.9.**

We are eager to minimize and eventually reach zero fatalities on our transportation network. We would like to proactively tackle this safety concern by reviewing current programs and processes and laying out a structured process using the Safe System Approach of promoting Safe Road Users, Safe Vehicles, Safe Speeds, Safe Roads and Post Crash Care.

We recognize and value the need for transparency within our community and among our stakeholders, including the underserved communities. Based on the USDOT SS4A Underserved Communities Tool, the entirety of Hutchins, Texas is designated as an underserved community. The development of the action plan would include welcomed engagement and collaboration with the entire community and would be evidenced through public engagement activities. These meetings would occur in at least two rounds to focus on visioning/strategies and reviewing the draft plan. The leading committee of this action plan development and implementation would be made up of community champions. Local leadership is enthusiastic, both in word and deed, to bring safer mobility to our citizens, and to further enhance the city’s sidewalk network.

The progress of the plan and the committee’s work would be shared by developing a web-based, user-friendly dashboard as well as an annual score card that will be prepared showing our targets and progress.

In addition to developing a Comprehensive Safety Action Plan, the city would like to pursue supplemental planning funds to continue to plan and develop their network of sidewalk improvements that they’ve undertaken in recent years.



Hutchins Texas



Legend

 Hutchins City Limits

6/19/2025

0 0.25 0.5 1
Miles

New Burden Statement

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.	20.939	\$	\$	\$ 240,000.00	\$ 60,000.00	\$ 300,000.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 240,000.00	\$ 60,000.00	\$ 300,000.00

SECTION B - BUDGET CATEGORIES

Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	 300,000.00				
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	 300,000.00	 0.00	 0.00	 0.00	\$
j. Indirect Charges					\$
k. TOTALS (sum of 6i and 6j)	\$ 300,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$
7. Program Income	\$	\$	\$	\$	\$

Authorized for Local Reproduction

SECTION C - NON-FEDERAL RESOURCES

	(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
		\$ 60,000.00	\$	\$	\$ 60,000.00
9.					0.00
10.					0.00
11.					0.00
12. TOTAL (sum of lines 8-11)		\$ 60,000.00	\$	\$	\$ 60,000.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 240,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
14. Non-Federal	\$ 60,000.00	15,000.00	15,000.00	15,000.00	15,000.00
15. TOTAL (sum of lines 13 and 14)	\$ 300,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

	(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
		(b) First	(c) Second	(d) Third	(e) Fourth
16.		\$	\$	\$	\$
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)		\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:		22. Indirect Charges:	
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23. Remarks:	See Supplemental Estimated Budget Sheet
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