CITY OF HUTCHINS
CITY COUNCIL MEETING
AGENDA
Monday, October 20, 2025 at 6:30 PM
City Hall, 400 N. JJ Lemmon Rd., Hutchins

Pursuant to Section 551 of the Texas Government Code, notice is hereby given of a Regular Meeting of the Hutchins City Council to be held on Monday, October 20, 2025, at 6:30 p.m. at Hutchins City Hall Council Chambers, 400 N. JJ Lemmon Rd., 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. WORK SESSION

1. Brandera, Inc. Workshop Presentation Presented by: Beth Owens

D. 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.*

E. PUBLIC HEARINGS

2. A. Discuss and consider rezoning by Mario Salinas of MDB and Celeste Madrigal who are the owners of A 36.75 ACRE TRACT OF LAND SITUATED IN THE THOMAS J. WAMPLER SURVEY, ABSTRACT NUMBER 1538, AND THE BENJAMIN MATHEW SURVEY, ABSTRACT NUMBER 989 DALLAS COUNTY, TEXAS AND BEING PART OF THAT 39.82 TRACT OF LAND CONVEYED TO ELENO MADRIGAL, TRUSTEE OF THE MADRIGAL TRUST UNDER INSTRUMENT NUMBER 201300323523 IN THE OFFICIAL PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
   Presented by: Blake Moore

   B. Open Public Hearing and Receive Comment.

C. Discuss and consider AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF HUTCHINS, TEXAS, GRANTING A CHANGE IN ZONING FROM TOWN CENTER DISTRICT (TC) TO SINGLE-FAMILY RESIDENTIAL-7 (SF-7) ON 36.75± ON ±29.980 ACRE TRACT OF LAND SITUATED IN THE IN THE THOMAS J WAMPLER SURVEY, ABSTRACT NO. 1538, AND THE BENJAMIN MATHEW SURVEY, ABSTRACT NO. 989, CITY OF HUTCHINS, COUNTY OF DALLAS, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"; Presented by Blake Moore, Building Official

Ordinance 2025-10-1216

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. Discuss and consider a Resolution AUTHORIZING THE EXECUTION OF A CONGREGATE MEALS AGREEMENT WITH THE VISITING NURSES ASSOCITION OF TEXAS FOR THE TIME PERIOD OF OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026. Presented by Wanda Randle
Resolution R2025-10-1288

4. Discuss and consider a Resolution AUTHORIZING THE EXECUTION OF A TITLE III FEDERAL SERVICE AGREEMENT WITH THE DALLAS AREA AGENCY ON AGING FOR THE TIME PERIOD OF OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026. Presented by Wanda Randle
Resolution R2025-10-1289

5. Discuss and consider a Resolution ratifying amendments to the City's Title VI Non-Discrimination Plan. Presented by Cynthia Olguin, City Secretary
Resolution R2025-10-1290

6. Discuss and consider an official ballot for election of the Region 13 director of TML Board of Directors. Presented by Cynthia Olguin

7. Discuss and consider purchase of Speakers for Station 2 Alerting System. Presented by: Matthew Lehmann, EMS Captain

8. Discuss and consider an Ordinance OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12 TITLED "TRAFFIC AND VEHICLES" BY AMENDING DIVISION 2 TITLED "SPEED LIMITS" BY AMENDING SECTION 12.03.035 TITLED "SPEED LIMIT ON SPECIFIC STREETS AND ROADS" TO AMEND THE PRIMA FACIA SPEED LIMIT ON LANCASTER-HUTCHINS ROAD. Presented by Steve Perry
Ordinance 2025-10-1217

9. Discuss and consider a Resolution approving an Event Center Rental Policy. Presented by: Karen Steward, HR Director
Resolution R2025-10-1291

10. Discuss and consider an Ordinance Amending Appendix A "Fee Schedule" by adding a new Section A1.010 Title Event Center Fees. Presented by Karen Steward, HR Director
Ordinance 2025-10-1218

G. EXECUTIVE SESSION

11. Pursuant to Section 551.072 of the Texas Government Code, the City Council will convene into executive session to deliberate the purchase, exchange, lease or value of real property located within the City of Hutchins, Texas.

H. RECONVENE INTO REGULAR SESSION

12. Action, if any, as a result of Executive Session:

    Pursuant to Section 551.072 of the Texas Government Code, the City Council will convene into executive session to deliberate the purchase, exchange, lease or value of real property located within the City of Hutchins, Texas.

I. ITEMS OF COMMUNITY INTEREST

13. Atwell Public Library Board Meeting, Tuesday, October 21, 2025, 6:30 p.m., 300 N. Denton St., Hutchins.

    Planning and Zoning Commission Meeting, Monday, October 27, 2025, 6:00 p.m., City Hall - Council Chamber at 400 N. JJ Lemmon Rd., Hutchins.

    City Council Meeting, Monday, November 3, 2025, at 6:30 p.m., City Hall Council Chambers at 400 N. JJ Lemmon Rd., Hutchins.

J. ADJOURN

CERTIFICATION

I certify that a copy of the October 20, 2025, agenda of items to be considered by the Hutchins City Council was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website www.cityofhutchins.org, in accordance with Chapter 551 of the Texas Government Code. Posted on Tuesday, October 14, 2025.

Cynthia Olguin
City Secretary

CITY OF HUTCHINS
DALLAS COUNTY, TEXAS

ACCESSIBILITY STATEMENT

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

STAFF REPORT

MEETING DATE:	October 20, 2025
MEETING TYPE:	City Council Meeting
SUBMITTED BY:	Karen Steward
AGENDA CAPTION:	Brandera, Inc. Workshop Presentation Presented by: Beth Owens

Background Information

Brandera, Inc. was selected by the Council to create our new brand. There are several components associated with this, including advertising. This workshop is to re-align on the important projects they are working on and to clear the path to produce other deliverables

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

N/A

Supporting Documentation and Attachments

N/A

STAFF REPORT

MEETING DATE:	October 20, 2025
MEETING TYPE:	City Council
SUBMITTED BY:	Blake Moore
AGENDA CAPTION:	Discuss and consider rezoning by Mario Salinas of MDB and Celeste Madrigal who are the owners of A 36.75 ACRE TRACT OF LAND SITUATED IN THE THOMAS J. WAMPLER SURVEY, ABSTRACT NUMBER 1538, AND THE BENJAMIN MATHEW SURVEY, ABSTRACT NUMBER 989 DALLAS COUNTY, TEXAS AND BEING PART OF THAT 39.82 TRACT OF LAND CONVEYED TO ELENO MADRIGAL, TRUSTEE OF THE MADRIGAL TRUST UNDER INSTRUMENT NUMBER 201300323523 IN THE OFFICIAL PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
	Presented by: Blake Moore

Background Information

Mario Salinas of MDB has submitted a rezoning application of a 36.75-acre tract of land which is zoned Town Center (TC). The reason for the rezoning is for the development of land for the new construction of homes ranging from 1800Sqft to 2200 Sqft. Mario Salinas has requested it to be rezoned to Single Family Residential 7,000 (SF-7).

Staff has reviewed the RE Zoning Application and all corrections requested have been made. This project complies with the future land use map and comprehensive plan.

The Planning & Zoning Commission met on September 22, 2025, and voted 5-0 to approve for recommendation to City Council for this item.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommends Approval

Supporting Documentation and Attachments

Description for Zoning Purposes

BEING A 36.75 ACRE TRACT OF LAND SITUATED IN THE THOMAS J. WAMPLER SURVEY, ABSTRACT NUMBER 1538, AND THE BENJAMIN MATHEW SURVEY, ABSTRACT NUMBER 989 DALLAS COUNTY, TEXAS AND BEING PART OF THAT 39.82 TRACT OF LAND CONVEYED TO ELENO MADRIGAL, TRUSTEE OF THE MADRIGAL TRUST UNDER INSTRUMENT NUMBER 201300323523 IN THE OFFICIAL PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SQUARE 1" IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF SAID 36.75 ACRE TRACT, ALSO BEING THE SOUTHWEST CORNER OF SAID 39.82 ACRE TRACT AND BEING FURTHER REFERRED TO AS THE **POINT OF BEGINNING,** HAVING A TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, U.S. SURVEY FOOT GROUND COORDINATE VALUE OF **N:6922530.22, E: 2514390.35** FEET FOR REFERENCE;

THENCE FROM SAID POINT OF BEGINNING, N 30°51"27" W, A DISTANCE OF 1166.56 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 36.75 ACRE TRACT, ALSO BEING THE NORTHWEST CORNER OF SAID 39.82 ACRE TRACT;

THENCE, N 59°01'35" E, A DISTANCE OF 1287.60 FEET TO A POINT IN THE NORTH LINE OF SAID 39.82 ACRE TRACT FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID 36.75 ACRE TRACT AND FROM WHICH A POINT IN A 14" HACKBERRY TREE IN THE WEST LINE OF JJ LEMMON ROAD (A VARIABLE WIDTH RIGHT-OF-WAY) FOR THE NORTHEAST CORNER OF SAID 39.82 ACRE TRACT BEARS N 59°01'35" E, A DISTANCE OF 198.87 FEET AND FROM SAID POINT IN A HACKBERRY TREE 1" IRON ROD FOUND BEARS N 59°22'25" W, A DISTANCE OF 2.25 FEET;

THENCE, OVER AND ACROSS SAID 39.82 ACRE TRACT, S 30°58'25" E, A DISTANCE OF 405.00 FEET TO A POINT FOR AN ELL CORNER OF SAID 36.75 ACRE TRACT;

THENCE, N 59°01'35" E, A DISTANCE OF 197.66 FEET TO A POINT IN THE WEST LINE OF SAID JJ LEMMON ROAD AND BEING A POINT IN THE EAST LINE OF SAID 39.82 ACRE TRACT;

THENCE, WITH THE WEST LINE OF JJ LEMMON ROAD, S 30°48'08" E, A DISTANCE OF 60.00 FEET TO A POINT;

THENCE, OVER AND ACROSS SAID 39.82 ACRE TRACT, S 59°01'35" W, A DISTANCE OF 197.48 FEET TO A POINT FOR AN ELL CORNER OF SAID 36.75 ACRE TRACT;

THENCE, S 30°58'25" E, A DISTANCE OF 290.60 FEET TO A POINT FOR CORNER OF SAID 36.75 ACRE TRACT;

THENCE, N 48°01'35" E, A DISTANCE OF 200.41 FEET TO A POINT IN THE WEST LINE OF SAID JJ LEMMON ROAD AND BEING A POINT IN THE EAST LINE OF SAID 39.82 ACRE TRACT;

THENCE, WITH THE WEST LINE OF JJ LEMMON ROAD, S 30°48'08" E, A DISTANCE OF 450.69 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 36.75 ACRE TRACT, ALSO BEING THE SOUTHEAST CORNER OF SAID 39.82 TRACT AND FROM WHICH A 1/2" IRON ROD FOUND BEARS S 30°51'02" E, A DISTANCE OF 511.68 FEET;

THENCE, DEPARTING THE WEST LINE OF JJ LEMMON ROAD, S 59°05'02" W, PASSING A 3/8" IRON ROD FOUND AT A DISTANCE OF 1.96 FEET AND CONTINUING IN ALL A DISTANCE OF 1485.34 FEET TO THE **POINT OF BEGINNING**, CONTAINING 36.75 ACRES OR 1,600,704 SQ. FEET OF LAND, MORE OR LESS.

****** THE DESCRIPTION ABOVE IS INTENDED FOR ZONING PURPOSES ONLY, IT SHALL NOT BE USED OR RELIED UPON AS A SUBDIVISION OF LAND OR OTHER LAND TRANSACTIONS. ******

09/08/2025

Hutchins Planning & Zoning Commission
City of Hutchins, Texas

Re: Request for Zoning Change from TC (Town Center) to SF-7.0 (Single Family Residential, 7,000 SF Minimum Lot Size)

Dear Commissioners,

As the developer's representative of the 39.82 acre tract property located at **809 N JJ LEMMON RD, HUTCHINS, TX** , I respectfully submit this request to rezone the tract from **TC (Town Center)** to S**ingle Family Residential** (minimum 7,000 square foot lots).

Our proposal is to create a thoughtfully planned residential neighborhood consisting of single-family homes ranging between 1,800 and 2,200 square feet. This size range ensures attainable yet spacious housing that meets the needs of modern families, while maintaining high standards of design, functionality, and long-term value.

Justification for Zoning Change

1. Market Demand for Residential Growth:

Hutchins is experiencing steady growth in the southern Dallas County corridor. Families are seeking well-planned neighborhoods with generous lot sizes that provide both affordability and long-term value. Rezoning will allow for single-family homes that meet this demand while reinforcing Hutchins as a desirable residential community.

2. Compatibility with Adjacent Uses:
The subject property is well positioned for residential development and serves as a natural transition from more intensive land uses near the Town Center zoning to surrounding neighborhoods. By providing 7,000 SF lots, the project maintains appropriate density and ensures compatibility with nearby single-family communities.

3. Infrastructure & City Services:
The site is readily serviceable by existing or planned city utilities, roadways, and public services. Our preliminary engineering review indicates no unusual burdens to the city's infrastructure. The rezoning will allow the property to be developed in a manner that responsibly supports Hutchins' infrastructure planning and fiscal health.

4. Community Benefits:

-Creates new single-family housing opportunities within city limits.

-Expands the tax base with long-term, stable revenue.

-Provides high-quality neighborhood character consistent with Hutchins' growth objectives.

-Supports local schools, retail, and service providers with an increased residential population.

Commitment to Quality Development:

We are committed to delivering a neighborhood that balances livability, sustainability, and design integrity. Our intent is to develop homes that fit within the context of Hutchins, with enhanced landscaping, architectural diversity, and adherence to city development standards.

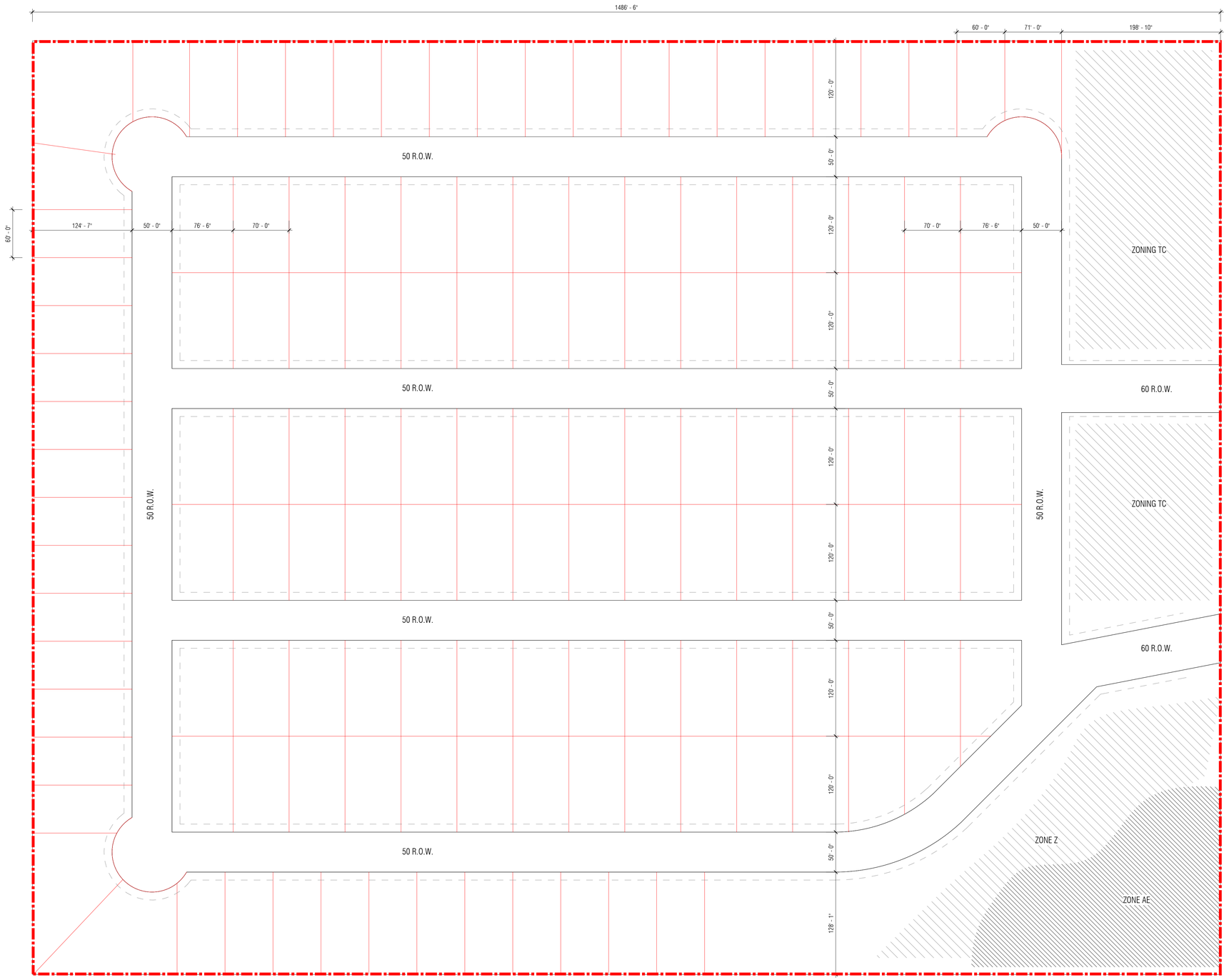
We respectfully request favorable consideration of this rezoning application and look forward to working closely with staff, Planning & Zoning, and ultimately City Council to bring this project to fruition.

Thank you for your time and thoughtful review. Please do not hesitate to contact me with any questions or requests for additional information.

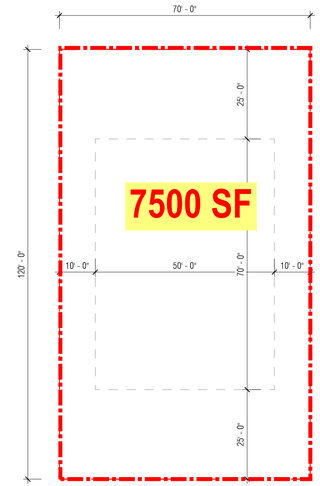
Sincerely,

Mario Alberto Salinas
MDB
956.326.0231

135 BUILDABLE LOTS



01 SITE PLAN
1/64" = 1'-0"



02 TYP LOT SIZE
1" = 20'-0"

MDB

PROJECT NAME:

MADRIGAL ESTATES

PROJECT ADDRESS:

809 N J J LEMMON RD
HUTCHINS, TX 75141

CLIENT:

CELESTE MADRIGAL

MADRIGAL ESTATES

These plans are intended to provide basic construction/design information necessary to complete this project. All portions of the work, including plumbing, mechanical, electrical & structural shall be performed in full compliance with all applicable city, county, state and national codes, designed & developed by licensed professionals. Local codes, ordinances, and restrictions will apply should a discrepancy occur between the plans and local requirements. Means & methods of construction shall be the contractors responsibility.

2025 MDB ARCHITECTURE
ALL RIGHTS RESERVED. THIS DRAWING AND ITS REPRODUCTIONS ARE THE PROPERTY OF MDB ARCHITECTURE. IT MAY NOT BE REPRODUCED, PUBLISHED, OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF MDB ARCHITECTURE.

ISSUE: 09/02/2025
REVIEW:
REVISED:

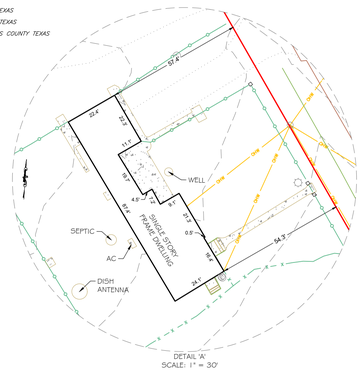
SITEPLAN

PROJECT NO: 25034
DRAWN BY: MPH+MAS

A01-02

LEGEND

- SITE BENCHMARK
- MONUMENT – TYPE AS NOTED
- POINT FOR CORNER
- BOUNDARY LINE
- EASEMENT
- APPROX. SURVEY ABSTRACT LINE
- APPROX. FLOOD ZONE
- CHAIN LINK FENCE
- WIRE FENCE
- TWO TRACK ROAD
- TOE OF CREEK
- STORM CULVERT
- SEWER PIPE (EXPOSED)
- OHW — OVERHEAD WIRES
- UTILITY POLE
- GUY ANCHOR
- LAMP POST
- WATER METER
- GAS METER
- ELECTRIC METER
- IRRIGATION CONTROL BOX
- SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- COMMUNICATIONS PEDESTAL
- COVERED
- B.L. — BUILDING LINE
- U.E. — UTILITY EASEMENT
- M.R.D.C.T. — MAP RECORDS DALLAS COUNTY TEXAS
- D.R.D.C.T. — DEED RECORDS DALLAS COUNTY TEXAS
- O.P.R.D.C.T. — OFFICIAL PUBLIC RECORDS DALLAS COUNTY TEXAS



LEGAL DESCRIPTION:

BEING A 39.82 ACRE TRACT OF LAND SITUATED IN THE THOMAS J. WAMPLER SURVEY, ABSTRACT NUMBER 1538, AND THE BENJAMIN MATHEW SURVEY, ABSTRACT NUMBER 989 DALLAS COUNTY, TEXAS AND BEING THAT SAME TRACT OF LAND CONVEYED TO ELENO MADRIGAL, TRUSTEE OF THE MADRIGAL TRUST UNDER INSTRUMENT NUMBER 201300323523 IN THE OFFICIAL PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SQUARE 1" IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF SAID 39.82 ACRE TRACT, ALSO BEING AND INTERIOR ELL CORNER OF A TRACT OF LAND CONVEYED TO LGI HOMES - TEXAS, LLC UNDER INSTRUMENT NUMBER 202100341224 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY,TEXAS. SAID SQUARE PIPE FOUND BEING FURTHER REFERRED TO AS THE **POINT OF BEGINNING,** HAVING A TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, U.S. SURVEY FOOT, GROUND COORDINATE VALUE OF **N:6922530.22, E: 2514390.35** FEET FOR REFERENCE;

THENCE FROM SAID POINT OF BEGINNING, N 30°51'27" W, A DISTANCE OF 1166.56 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 39.82 ACRE TRACT, ALSO BEING THE MOST NORTHERLY NORTHEAST CORNER OF SAID LGI HOMES - TEXAS, TRACT AND BEING A POINT IN THE SOUTH LINE OF A TRACT CONVEYED TO 5000 LANGDON RD, LLC UNDER INSTRUMENT NUMBER 202200047626 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY,TEXAS;

THENCE, N 59°01'35" E, A DISTANCE OF 1486.47 FEET TO A POINT IN A 14" HACKBERRY TREE IN THE WEST LINE OF JJ LEMMON ROAD (A VARIABLE WIDTH RIGHT-OF-WAY) FOR THE NORTHEAST CORNER OF SAID 39.82 ACRE TRACT, ALSO BEING THE SOUTHEAST CORNER OF SAID 5000 LANGDON RD, LLC TRACT, FROM WHICH A 1" IRON ROD FOUND BEARS N 59°22'25" W, A DISTANCE OF 2.25 FEET;

THENCE, WITH THE WEST LINE OF JJ LEMMON ROAD, S 30°48'08" E, A DISTANCE OF 1168.05 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 39.82 TRACT, ALSO BEING THE NORTH CORNER OF A TRACT CONVEYED TO HUTCHINS 227 LTD UNDER INSTRUMENT NUMBER 202000290011 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY,TEXAS, FROM WHICH A 1/2" IRON ROD FOUND BEARS S 30°51'02" E, A DISTANCE OF 511.68 FEET;

THENCE, DEPARTING THE WEST LINE OF JJ LEMMON ROAD, S 59°05'02" W, PASSING A 3/8" IRON ROD FOUND AT A DISTANCE OF 1.96 FEET AND PASSING A POINT FOR THE MOST EASTERLY NORTHEAST CORNER OF SAID LGI HOMES - TEXAS, LLC TRACT AT A DISTANCE OF 263.15 FEET AND CONTINUING IN ALL A DISTANCE OF 1485.34 FEET TO THE **POINT OF BEGINNING**, CONTAINING 39.82 ACRES OR 1,734,503 SQ. FEET OF LAND, MORE OR LESS.

NOTES:

1.) BEARINGS, COORDINATES, DISTANCE AND AREA SHOWN HEREON ARE GROUND BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, GEOID18, U.S. SURVEY FOOT AS DETERMINED BY STATIC GPS OBSERVATIONS AT SITE BENCHMARK #1 SHOWN HEREON. ELEVATIONS SHOWN HEREON ARE NAVD(88), GRID TO GROUND SCALE FACTOR = 1.0001225047.

2.) THIS SURVEY IS BASED ON OWNERSHIP AND EASEMENT INFORMATION PROVIDED BY CLIENT, SURVEYOR DID NOT ABSTRACT SUBJECT TRACT AND THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT TRACT THAT ARE NOT SHOWN HEREON.

3.) ADDRESS OF SUBJECT PARCEL: 809 J J LEMMON RD, HUTCHINS, TX 75141.

4.) A PART OF THE SUBJECT TRACT LIES WITHIN AN FLOOD ZONE 'X', ZONE 'X 0.2%, ZONE 'AE', AND THE REGULATORY FLOODWAY AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS ACCORDING TO MAP NUMBER 48113C0513L EFFECTIVE ON 07/07/2014. FLOOD ZONES SHOWN HEREON ARE APPROXIMATE BASED ON FEMA COUNTY SHAPEFILES.
ZONE 'X' - AREA OF MINIMAL FLOOD HAZARD
ZONE 'X 0.2%' - 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE.
ZONE 'AE' - SPECIAL FLOOD HAZARD AREA AREA WITH BFE OR DEPTH
REGULATORY FLOODWAY - SPECIAL FLOOD HAZARD AREA

5.) INSTRUMENT OF RECORD: DEED IN LIEU OF FORECLOSURE RECORDED AS INSTRUMENT NUMBER 201300323523 IN THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY,TEXAS ON OCTOBER 13, 2013..

6.) CONTOUR INTERVAL = 1'

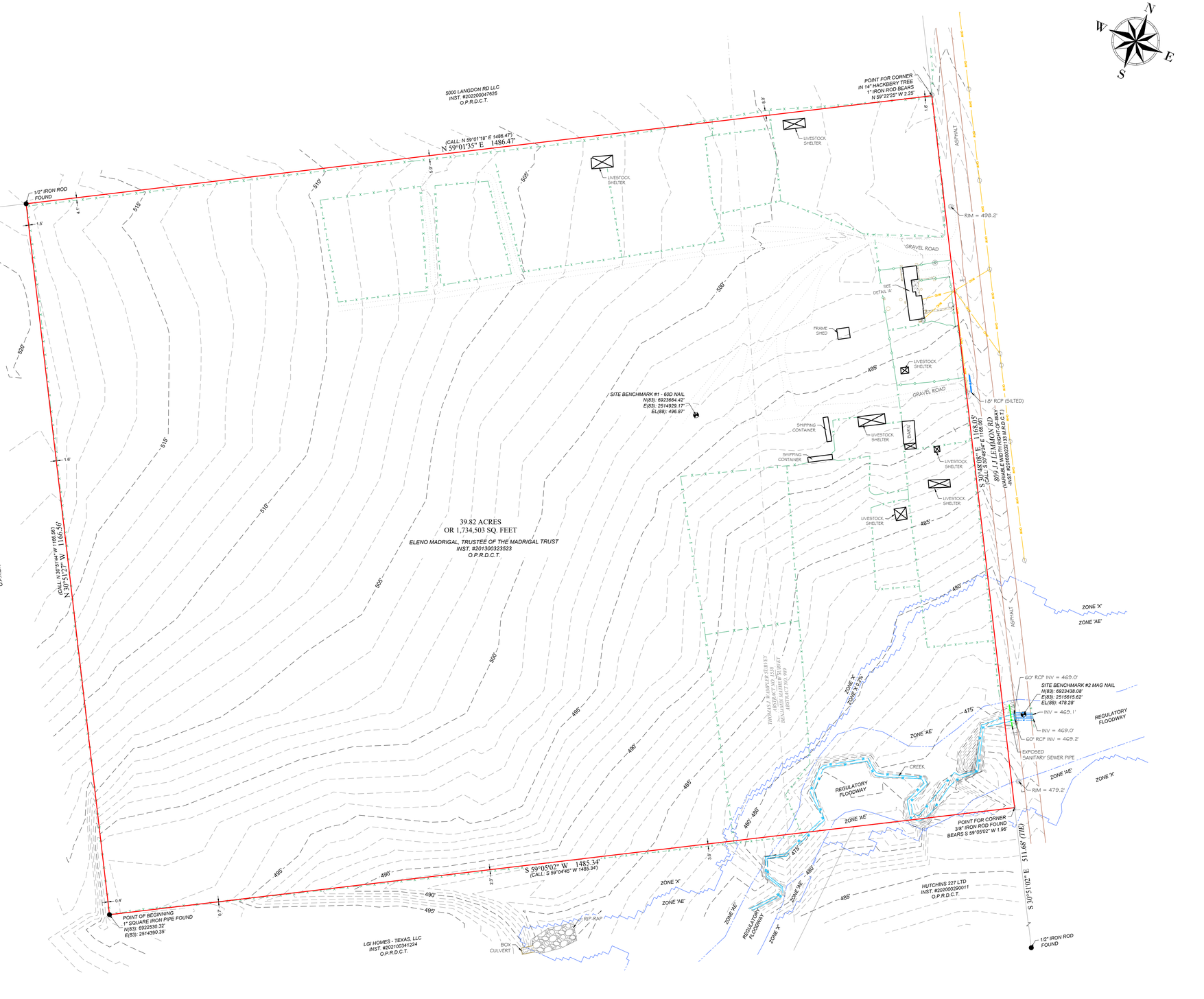
7.) UTILITY LOCATIONS AS SHOWN ON THE TOPOGRAPHIC SURVEY ARE BASED ON A SEARCH OF AVAILABLE RECORDS AND INFORMATION PROVIDED BY THE UTILITY COMPANIES OR AGENCIES. UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND THERE MAY BE EXISTING UTILITIES WHICH ARE NOT DEPICTED ON THIS TOPOGRAPHIC SURVEY; THEREFORE THE POSSIBILITY OF CONFLICTS WITH UTILITIES IN SERVICE EXISTS. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY "ONE CALL" PRIOR TO COMMENCING CONSTRUCTION, TO REQUEST VERIFICATION OF THE LOCATION AND ELEVATION OF ALL UTILITIES WITHIN THE WORK AREA. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR COSTS INCURRED AS A RESULT TO THE UTILITIES CAUSED BY CONTRACTOR OPERATIONS.

To: MDB ARCHITECTURE AND ELENO MADRIGAL, TRUSTEE OF THE MADRIGAL TRUST DATED DECEMBER 20, 1969, The undersigned does hereby certify that the field notes hereon represent the results of a survey made on the ground under my direction and supervision and that the property legally described hereon is correct and that there are no visible discrepancies, conflicts, encroachments, overlapping of improvements, easements or right-of -way, except as shown hereon, the lines and dimensions of said property being as indicated, This survey is based on deeds, easements and/or recorded plats and other records when furnished by the client or the clients representative, as well as significant and visible monuments found on the subject property and adjacent properties, field measurements and evidence of boundaries found on the ground. However, this certification is not a representation of warranty of title or guarantee of ownership. This survey was performed exclusively for the above mentioned parties. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

I HEREBY STATE THAT THIS SURVEY WAS
PERFORMED UNDER MY DIRECT SUPERVISION
SURVEY DATE: 05-12-2023

STATE OF TEXAS — REGISTERED — GARRETT JAMES SMELKER — 6870 — PROFESSIONAL — LAND SURVEYOR

05/12/2023
GARRETT JAMES SMELKER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6870



80 40 0 80 160
SCALE: 1" = 80'

PROJECT NO. 230440

AMERICAN MERIDIAN, LLC
Surveying • 3D Scanning
TBPELS FIRM# 10194663
2012 E. Randol Mill Rd, Suite 213
Arlington, Texas 76011
(817) 948-2667
Info@americanmeridianllc.com

BOUNDARY & TOPOGRAPHIC SURVEY
PREPARED FOR: MDB ARCHITECTURE
SURVEY PLAT OF
A 39.82 ACRE TRACT OF LAND
SITUATED IN THE THOMAS J. WAMPLER SURVEY, ABSTRACT NO. 1538,
& THE BENJAMIN MATHEW SURVEY, ABSTRACT NO. 989,
DALLAS COUNT,TEXAS
INSTRUMENT NO. 201300323523, O.P.R.D.C.T.

CITY OF HUTCHINS
ORDINANCE NO. 2025-10-1216

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF HUTCHINS, TEXAS, GRANTING A CHANGE IN ZONING FROM TOWN CENTER DISTRICT (TC) TO SINGLE-FAMILY RESIDENTIAL-7 (SF-7) ON 36.75± ON ±29.980 ACRE TRACT OF LAND SITUATED IN THE IN THE THOMAS J WAMPLER SURVEY, ABSTRACT NO. 1538, AND THE BENJAMIN MATHEW SURVEY, ABSTRACT NO. 989, CITY OF HUTCHINS, COUNTY OF DALLAS, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Hutchins, Texas and the City Council of the City of Hutchins, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Hutchins, Texas is of the opinion and finds that said zoning change should be granted and that the Comprehensive Zoning Ordinance and Map should be amended;

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Hutchins, Texas, as heretofore amended (collectively the "Zoning Ordinance"), be and the same are hereby further amended to grant a change in zoning from Town Center District (TC) to Single-Family Residential-7 (SF-7) on 36.75± acre tract of land situated in the in the Thomas J Wampler Survey, Abstract No. 1538, and the Benjamin Mathew Survey, Abstract No. 989, Dallas County, Texas (commonly known as (809 N. JJ Lemmon Road), and being more particularly described in Exhibit "A" attached hereto and made part hereof for all purposes (the "Property").

SECTION 2. That the Property shall be developed and used in accordance with the development regulations as established under the Zoning Ordinance for Single-Family Residential-7 (SF-7).

SECTION 3. That the Property shall be used only in the manner and for the purposes provided for by the Zoning Ordinance, as heretofore amended, and as amended herein; and which is hereby approved.

SECTION 4. That, to the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Hutchins governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

SECTION 5. That all provisions of the Ordinances of the City of Hutchins, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City of Hutchins, Texas, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. That should any word, 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 so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 7. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Ordinances of the City of Hutchins, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 8. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Hutchins, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 9. 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 provides.

IT IS ACCORDINGLY SO ORDAINED.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THIS THE 20TH DAY OF OCTOBER 2025.

CITY OF HUTCHINS, TEXAS

_____
Mario Vasquez, Mayor

ATTEST:

_____
Cynthia Olguin, City Secretary

APPROVED AS TO FORM:

_____
Joseph J. Gorfida Jr., City Attorney

EXHIBIT "A"
DESCRIPTION

BEING A 36.75 ACRE TRACT OF LAND SITUATED IN THE THOMAS J. WAMPLER SURVEY, ABSTRACT NUMBER 1538, AND THE BENJAMIN MATHEW SURVEY, ABSTRACT NUMBER 989 DALLAS COUNTY, TEXAS AND BEING PART OF THAT 39.82 TRACT OF LAND CONVEYED TO ELENO MADRIGAL, TRUSTEE OF THE MADRIGAL TRUST UNDER INSTRUMENT NUMBER 201300323523 IN THE OFFICIAL PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SQUARE 1" IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF SAID 36.75 ACRE TRACT, ALSO BEING THE SOUTHWEST CORNER OF SAID 39.82 ACRE TRACT AND BEING FURTHER REFERRED TO AS THE **POINT OF BEGINNING,** HAVING A TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, U.S. SURVEY FOOT GROUND COORDINATE VALUE OF **N:6922530.22, E: 2514390.35** FEET FOR REFERENCE;

THENCE FROM SAID POINT OF BEGINNING, N 30°51"27" W, A DISTANCE OF 1166.56 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 36.75 ACRE TRACT, ALSO BEING THE NORTHWEST CORNER OF SAID 39.82 ACRE TRACT;

THENCE, N 59°01'35" E, A DISTANCE OF 1287.60 FEET TO A POINT IN THE NORTH LINE OF SAID 39.82 ACRE TRACT FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID 36.75 ACRE TRACT AND FROM WHICH A POINT IN A 14" HACKBERRY TREE IN THE WEST LINE OF JJ LEMMON ROAD (A VARIABLE WIDTH RIGHT-OF-WAY) FOR THE NORTHEAST CORNER OF SAID 39.82 ACRE TRACT BEARS N 59°01'35" E, A DISTANCE OF 198.87 FEET AND FROM SAID POINT IN A HACKBERRY TREE 1" IRON ROD FOUND BEARS N 59°22'25" W, A DISTANCE OF 2.25 FEET;

THENCE, OVER AND ACROSS SAID 39.82 ACRE TRACT, S 30°58'25" E, A DISTANCE OF 405.00 FEET TO A POINT FOR AN ELL CORNER OF SAID 36.75 ACRE TRACT;

THENCE, N 59°01'35" E, A DISTANCE OF 197.66 FEET TO A POINT IN THE WEST LINE OF SAID JJ LEMMON ROAD AND BEING A POINT IN THE EAST LINE OF SAID 39.82 ACRE TRACT;

THENCE, WITH THE WEST LINE OF JJ LEMMON ROAD, S 30°48'08" E, A DISTANCE OF 60.00 FEET TO A POINT;

THENCE, OVER AND ACROSS SAID 39.82 ACRE TRACT, S 59°01'35" W, A DISTANCE OF 197.48 FEET TO A POINT FOR AN ELL CORNER OF SAID 36.75 ACRE TRACT;

THENCE, S 30°58'25" E, A DISTANCE OF 290.60 FEET TO A POINT FOR CORNER OF SAID 36.75 ACRE TRACT;

THENCE, N 48°01'35" E, A DISTANCE OF 200.41 FEET TO A POINT IN THE WEST LINE OF SAID JJ LEMMON ROAD AND BEING A POINT IN THE EAST LINE OF SAID 39.82 ACRE TRACT;

THENCE, WITH THE WEST LINE OF JJ LEMMON ROAD, S 30°48'08" E, A DISTANCE OF 450.69 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 36.75 ACRE TRACT, ALSO BEING THE SOUTHEAST CORNER OF SAID 39.82 TRACT AND FROM WHICH A 1/2" IRON ROD FOUND BEARS S 30°51'02" E, A DISTANCE OF 511.68 FEET;

THENCE, DEPARTING THE WEST LINE OF JJ LEMMON ROAD, S 59°05'02" W, PASSING A 3/8" IRON ROD FOUND AT A DISTANCE OF 1.96 FEET AND CONTINUING IN ALL A DISTANCE OF 1485.34 FEET TO THE **POINT OF BEGINNING**, CONTAINING 36.75 ACRES OR 1,600,704 SQ. FEET OF LAND, MORE OR LESS.

LEGEND

●	MONUMENT – TYPE AS NOTED
⁂	POINT FOR CORNER
———	PROPOSED ZONING TRACT LINE
– – – –	PROPOSED EASEMENT
——·—·——	APPROX. FLOOD ZONE SEE NOTE #4
———	APPROX. SURVEY ABSTRACT LINE
M.R.D.C.T.	MAP RECORDS DALLAS COUNTY TEXAS
D.R.D.C.T.	DEED RECORDS DALLAS COUNTY TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS DALLAS COUNTY TEXAS

ZONING TRACT DESCRIPTION:

BEING A 36.75 ACRE TRACT OF LAND SITUATED IN THE THOMAS J. WAMPLER SURVEY, ABSTRACT NUMBER 1538, AND THE BENJAMIN MATHEW SURVEY, ABSTRACT NUMBER 989 DALLAS COUNTY, TEXAS AND BEING PART OF THAT 39.82 TRACT OF LAND CONVEYED TO ELENO MADRIGAL, TRUSTEE OF THE MADRIGAL TRUST UNDER INSTRUMENT NUMBER 201300323523 IN THE OFFICIAL PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SQUARE 1" IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF SAID 36.75 ACRE TRACT, ALSO BEING THE SOUTHWEST CORNER OF SAID 39.82 ACRE TRACT AND BEING FURTHER REFERRED TO AS THE **POINT OF BEGINNING,** HAVING A TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, U.S. SURVEY FOOT, GROUND COORDINATE VALUE OF **N:6922530.22, E: 2514390.35** FEET FOR REFERENCE;

THENCE FROM SAID POINT OF BEGINNING, N 30°51'27" W, A DISTANCE OF 1166.56 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 36.75 ACRE TRACT, ALSO BEING THE NORTHWEST CORNER OF SAID 39.82 ACRE TRACT;

THENCE, N 59°01'35" E, A DISTANCE OF 1287.60 FEET TO A POINT IN THE NORTH LINE OF SAID 39.82 ACRE TRACT FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID 36.75 ACRE TRACT AND FROM WHICH A POINT IN A 14" HACKBERRY TREE IN THE WEST LINE OF JJ LEMMON ROAD (A VARIABLE WIDTH RIGHT-OF-WAY) FOR THE NORTHEAST CORNER OF SAID 39.82 ACRE TRACT BEARS N 59°01'35" E, A DISTANCE OF 198.87 FEET AND FROM SAID POINT IN A HACKBERRY TREE 1" IRON ROD FOUND BEARS N 59°22'25" W, A DISTANCE OF 2.25 FEET;

THENCE, OVER AND ACROSS SAID 39.82 ACRE TRACT, S 30°58'25" E, A DISTANCE OF 405.00 FEET TO A POINT FOR AN ELL CORNER OF SAID 36.75 ACRE TRACT;

THENCE, N 59°01'35" E, A DISTANCE OF 197.66 FEET TO A POINT IN THE WEST LINE OF SAID JJ LEMMON ROAD AND BEING A POINT IN THE EAST LINE OF SAID 39.82 ACRE TRACT;

THENCE, WITH THE WEST LINE OF JJ LEMMON ROAD, S 30°48'08" E, A DISTANCE OF 60.00 FEET TO A POINT;

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THENCE, S 30°58'25" E, A DISTANCE OF 290.60 FEET TO A POINT FOR CORNER OF SAID 36.75 ACRE TRACT;

THENCE, N 48°01'35" E, A DISTANCE OF 200.41 FEET TO A POINT IN THE WEST LINE OF SAID JJ LEMMON ROAD AND BEING A POINT IN THE EAST LINE OF SAID 39.82 ACRE TRACT;

THENCE, WITH THE WEST LINE OF JJ LEMMON ROAD, S 30°48'08" E, A DISTANCE OF 450.69 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 36.75 ACRE TRACT, ALSO BEING THE SOUTHEAST CORNER OF SAID 39.82 TRACT AND FROM WHICH A 1/2" IRON ROD FOUND BEARS S 30°51'02" E, A DISTANCE OF 511.68 FEET;

THENCE, DEPARTING THE WEST LINE OF JJ LEMMON ROAD, S 59°05'02" W, PASSING A 3/8" IRON ROD FOUND AT A DISTANCE OF 1.96 FEET AND CONTINUING IN ALL A DISTANCE OF 1485.34 FEET TO THE **POINT OF BEGINNING**, CONTAINING 36.75 ACRES OR 1,600,704 SQ. FEET OF LAND, MORE OR LESS.

**** **THE DESCRIPTION ABOVE IS INTENDED FOR ZONING PURPOSES ONLY, IT SHALL NOT BE USED OR RELIED UPON AS A SUBDIVISION OF LAND OR OTHER LAND TRANSACTIONS.** ****

NOTES:

1.) BEARINGS, COORDINATES, DISTANCE AND AREA SHOWN HEREON ARE GROUND BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, GEOID18, U.S. SURVEY FOOT AS DETERMINED BY STATIC GPS OBSERVATIONS. ELEVATIONS SHOWN HEREON ARE NAVD(88). GRID TO GROUND SCALE FACTOR = 1.000122047 AT SITE BENCHMARK.

SITE BM #1 - 60D NAIL

N(83): 6923664.42' E(83): 2514929.17' EL(88): 496.87'

SITE BM #2 - MAG NAIL

N(83): 6923438.08' E(83): 2515615.62' EL(88): 478.28'

2.) THIS EXHIBIT IS BASED ON OWNERSHIP AND EASEMENT INFORMATION PROVIDED BY CLIENT, SURVEYOR DID NOT ABSTRACT SUBJECT TRACT AND THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT TRACT THAT ARE NOT SHOWN HEREON.

3.) ADDRESS OF SUBJECT PARCEL: 8809 J J LEMMON RD, HUTCHINS, TX 75141.

4.) A PORTION OF THE SUBJECT TRACT LIES WITHIN FLOOD ZONE 'X', ZONE 'X 0.2%, ZONE 'AE', AND THE REGULATORY FLOODWAY AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS ACCORDING TO MAP NUMBER 48113C0513L EFFECTIVE ON 07/07/2014. FLOOD ZONES SHOWN HEREON ARE APPROXIMATE BASED ON FEMA COUNTY SHAPEFILES.

ZONE 'X' - AREA OF MINIMAL FLOOD HAZARD

ZONE 'X 0.2%' - 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE.

ZONE 'AE' - SPECIAL FLOOD HAZARD AREA AREA WITH BFE OR DEPTH

REGULATORY FLOODWAY - SPECIAL FLOOD HAZARD AREA

5.) INSTRUMENT OF RECORD: DEED IN LIEU OF FORECLOSURE RECORDED AS INSTRUMENT NUMBER 201300323523 IN THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY,TEXAS ON OCTOBER 13, 2013.

6.) ROADS AND LOTS SHOWN ACROSS PARENT TRACT ARE FOR ILLUSTRATION PURPOSES ONLY, FOR A CONCEPT PLAN REFLECTING 135 BUILDABLE LOTS. THIS IS NOT A SUBDIVISION PLAT AND SHALL NOT BE RELIED UPON AS SUCH.

7.) AERIAL IMAGERY SHOWN HEREON COLLECTED BY AMERICAN MERIDIAN LLC IN APRIL 2023.

**** **THIS EXHIBIT IS INTENDED FOR ZONING PURPOSES ONLY, IT SHALL NOT BE USED OR RELIED UPON AS A SUBDIVISION OF LAND OR OTHER LAND TRANSACTIONS.** ****

PROJECT NUMBER: 250927
DRAWING SCALE: 1" = 20'
DATE: SEPTEMBER 09, 2025

REVISIONS:	
#1	
#2	
#3	

TBPELS FIRM# 10194663
2012 E RANDOL MILL RD, SUITE 213
ARLINGTON, TEXAS 76011
(817) 946-2567
INFO@AMERICANMERIDIANLLC.COM

AMERICAN MERIDIAN, LLC
Surveying - 3D Scanning

PREPARED FOR:
MDB ARCHITECTURE

ZONING EXHIBIT
MADRIGAL ESTATES

SHEET 1 OF 1

STAFF REPORT

MEETING DATE:	October 20, 2025
MEETING TYPE:	
SUBMITTED BY:	Wanda Randle
AGENDA CAPTION:	[Insert short item description here.] Presented by: [Name, Title]

Background Information

Over the past 20 plus years the City of Hutchins has offered a Congregate Meal to Dallas County Senior Citizens. The Congregate Meal Program, also known as the Senior Meal Program, is a daily lunch program that ensures a free and nutritious meal for seniors ages 60 and older. The program is sponsored in part by the City of Hutchins and Dallas Area Agency on Aging. Lunch is served Monday - Friday beginning at 11:30 am while food supply lasts or until all eligible participants have received a qualified meal.

In FY2025 the Senior Program served over 500 meals. VNA Meals is one of two providers of or our hot, nutritious, freshly prepared meals five days a week. These meals contribute to the overall health and well-being of participating seniors, including those with chronic illnesses that are affected by diet, such as diabetes and heart disease, and frail seniors.

VNA is requesting that the City of Hutchins review and consider extending the Agreement that shall become effective on October 1, 2025, and remain in effect through September 30, 2026, unless earlier terminated by the parties.

Budget Implications

The cost per meal effective October 1st, 2025, is $4.50, the City of Hutchins is reimbursed by DAAA Title III Federal Funding.

Operational Impact

NA

Legal Review

NA

Staff Recommendation

Staff recommends approval

Supporting Documentation and Attachments

VNA Congregate Meal Agreement

CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2025-10-1288

A RESOLUTION OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE EXECUTION OF A CONGREGATE MEALS AGREEMENT WITH THE VISITING NURSES ASSOCITION OF TEXAS FOR THE TIME PERIOD OF OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026; APPROVING A PRICE PER MEAL INCREASE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Hutchins, Texas desires to enter into an Interlocal Agreement with Visiting Nurses Association **(VNA)** for Meal Services ("Agreement"); and

WHEREAS, pursuant to said Agreement, VNA will perform, on behalf of the City, congregate meal food preparation; and

WHEREAS, pursuant to said Agreement, VNA the cost per meal will remain **$4.50** per meal effective **October 1st, 2025**; and

WHEREAS, pursuant to said Agreement, VNA will appoint a Certified Dietician to complete all menus on behalf of the City of Hutchins, congregate meal food service; and

WHEREAS, all VNA menus will comply with the Dietary Reference Intakes (DRI) requirements set forth by the Texas Department of Aging and Disability Services. Compliance with the standards will be met through utilizing the Computer Nutrient Analysis Software standards with Competition Hospitality Suite software; and

WHEREAS, the City Council for the City of Hutchins, Texas has reviewed the Interlocal Agreement and has determined it to be in the best interest of the City of Hutchins to enter said Agreement for Congregate Meal Services

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

SECTION 1. The City Council authorizes Mayor Vasquez to sign the Congregate Meal Agreement, attached hereto and incorporated as Exhibit A.

SECTION 2. The Agreement is effective from October 1, 2025, through September 30, 2026 unless otherwise stated in the Agreement.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THIS THE 20th DAY OF OCTOBER 2025.

APPROVED:

_____
MARIO VASQUEZ, MAYOR

ATTEST:

_____
CYNTHIA OLGUIN, CITY SECRETARY

EXHIBIT "A'

INTERLOCAL AGREEMENT FOR CONGREGATE MEAL SERVICES AGREEMENT BETWEEN THE CITY OF HUTCHINS AND VNA FOR THE PERIOD OF OCTOBER 1ST, 2025 THROUGH SEPTEMBER 30TH 2026.

Visiting Nurse Association
Meals on Wheels
Hospice & Palliative Care

September 10, 2025

Mario Vasquez, Mayor
City of Hutchins
P.O. Box 500
Hutchins, Texas 75141

Dear Mayor Vasquez,

Enclosed is the Amendment to Congregate Meals Agreement between the City of Hutchins and The Visiting Nurse Association of Texas extending the term from October 1, 2025, through September 30, 2026. These have been executed on behalf of our organization. Please note that the price per meal has been increased from $4.34 to $4.50 due to the increase in food costs. It is my understanding that this has been discussed with your staff. If you approve, please sign the enclosed amendment, and email a fully executed amendment to Cecelia Ramirez at cecelia.ramirez@vnatexas.org.

Thank you.

Sincerely,

Chris Culak
President and CEO

Enclosures

c: (w/o enclosures)
Megan Vick, Director of Production, Distribution & Facilities Management

AMENDMENT TO
CONGREGATE MEALS AGREEMENT

This Amendment is made to the Congregate Meals Agreement (the "Agreement") made between the City of Hutchins, a Texas municipality, (hereinafter referred to as the "City") and The Visiting Nurse Association of Texas (hereinafter referred to as "VNA") effective the 1st day of October 2009.

In consideration of the price per meal being increased to $4.50 to which the parties hereby agree, and all other terms and conditions of the Agreement continuing in effect, the City and VNA agree to extend the term of the Agreement from October 1, 2025, until and through September 30, 2026.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement on the respective dates set forth below.

FOR: THE VISITING NURSE ASSOCIATION OF TEXAS

BY: _____
Signature

Chris Culak
Printed Name

ITS: President and CEO

DATE: September 10, 2025

FOR: CITY OF HUTCHINS, TEXAS

BY: _____
Signature

Mario Vasquez
Printed Name

ITS: Mayor, City of Hutchins
Title

DATE: _____

STAFF REPORT

MEETING DATE: October 20th, 2025

MEETING TYPE:

SUBMITTED BY: WANDA RANDLE

AGENDA CAPTION: [Insert short item description here.] Presented by: [Name, Title]

Background Information

The Dallas Area Agency on Aging (DAAA), a project of the Community Council of Greater Dallas (CCGD), is the agency designated by the Texas Health and Human Services (HHS) as responsible for planning and developing a system of service delivery for persons 60 years of age and older residing in Dallas County. DAAA annually subcontracts federal and state funds to several local governments, private non-profit and private for-profit organizations to provide nutrition and social services to older individuals and their caregivers.

The City of Hutchins has assumed the role of subcontractor for over 20 years and currently receives funding to support the below services offered via the Hutchins Senior Center:

Congregate Meals

• Home-delivered Meals

• Instruction & Training

• Mental Health Services

Service Recipients: Programs must be open to all person's 60+. There is no means testing for participant eligibility. Membership in any specific private organization, group, association, or fraternal organization cannot be required for participation in services.

Although providers may not charge fees to participants, they are required to develop policies and procedures to elicit contributions from participants. Participants cannot be denied service based on unwillingness/inability to contribute to the cost of their services. "Program Income," as these client contributions are called, must be budgeted, tracked, and used to expand the program. The provision of all services must comply with the Civil Rights Act of 1964 and with Section 504 of the Rehabilitation Act of 1973 as amended, related legislation, and the Americans with Disabilities Act.

DAAA is requesting that the City of Hutchins review and consider extending the Agreement that shall become effective on October 1, 2025, and remain in effect through September 30, 2026, unless terminated earlier by the parties.

Budget Implications

DAAA will pay the City of Hutchins on a unit rate basis for services rendered at a unit rate of $13.94 for Title III units. Title III compensation for the provision of services shall not exceed $73,882.00

Budget Implications

NA

Operational Impact

NA

Legal Review

NA

Staff Recommendation

Staff Recommends Approval

Supporting Documentation and Attachments

DAAA 2025 Agreement

CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2025-10-1289

A RESOLUTION OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE EXECUTION OF A TITLE III FEDERAL SERVICE AGREEMENT WITH THE DALLAS AREA AGENCY ON AGING FOR THE TIME PERIOD OF OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026.

WHEREAS, the City Council for the City of Hutchins, Texas desires to enter into an Interlocal Agreement with Dallas Area Agency on Aging (DAAA) for Title III Federal Services ("Agreement");

WHEREAS, pursuant to said Agreement, Dallas Area Agency on Aging will compensate the City of Hutchins on a unit rate basis for services rendered at a unit rate of **$13.94** for Title III units;

WHEREAS, pursuant to said Agreement, Title III compensation for the provision of services to the City of Hutchins shall not exceed **$73,882.00** for said agreement period;

WHEREAS, Dallas Area Agency on aging will provide the persons 60 years of age and older residing in Dallas County access to Congregate Meals, Home-delivered Meals, Instruction & Training, Mental Health Services; and

WHEREAS, the City Council for the City of Hutchins, Texas has reviewed the Interlocal Agreement and has determined it to be in the best interest of the City of Hutchins to enter said Agreement for Title III Federal Funding.

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

SECTION 1. The City Council authorizes Mayor Vasquez to sign the Interlocal Agreement with Dallas Area Agency on Aging, attached hereto and incorporated as Exhibit A.

SECTION 2. The Agreement is effective from October 1, 2025, through September 30, 2026, unless otherwise stated in the Agreement.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THE 20th DAY OF OCTOBER 2025.

APPROVED:

_____
MARIO VASQUEZ, MAYOR

ATTEST:

_____
CYNTHIA OLGUIN, CITY SECRETARY

EXHIBIT “A’

INTERLOCAL AGREEMENT FOR TITLE III FEDERAL FUNDING BETWEEN THE CITY OF HUTCHINS AND DALLAS AREA AGENCY ON AGING FOR THE PERIOD OF OCTOBER 1ST, 2025 THROUGH SEPTEMBER 30TH, 2026.

Community Council
Moving families forward, leaving poverty behind.

Area Agency on Aging
OF DALLAS COUNTY

August 28, 2025

Wanda Randle
Senior Center Director
City of Hutchins
500 W. Hickman,
Hutchins, Texas 75141

Dear Ms. Wanda Randle,

Attached please find the FY2026 contract with Community Council of Greater Dallas/Dallas Area Agency on Aging, containing the signature of Ms. Sharla Myers, Chief Executive Officer. Once signed by the proper authority, keep one for your files and return one to our contracts department, including our cover letter, via email as a PDF, in the same order received.

Should you have any questions, please feel free to contact Nancy Wilson, Contracts Administrator at nwilson@ccadvance.org.

Cordially,

Doris Soler
Senior Director, Dallas Area Agency on Aging
Attachments: FY2026 Contract and Legal Documents

DALLAS AREA AGENCY ON AGING

CONTRACT FOR

OLDER AMERICANS ACT PROGRAM

STATE OF TEXAS

COUNTY OF DALLAS

CONTRACT NO.: FY2026 Hutchins 0005

TIN: 32000671795

I. AUTHORITY TO CONTRACT

The authority on which this contract is based derives from the Older Americans Act (OAA), as amended, and its regulations; Health and Human Services regulations on administration of grants; Title 2 Code of Federal Regulations (CFR) Part 200; 45 CFR 132F; 45 CFR 91, and 1321, et seq.; the Uniform Grant Management Standards (UGMS), Governor's Office of Budget and Planning, January 2001; and all applicable Texas Department of Aging and Disability Services (DADS) and Area Agencies on Aging (AAA) and Long-Term Care Ombudsman Program rules as published in Title 26 Texas Administrative Code (TAC) Chapter 213; and, all state and local laws as pertains to this contract and its attachments.

II. CONTRACTING PARTIES

This contract is between the **Dallas Area Agency on Aging**, a program of the **Community Council of Greater Dallas**, hereinafter referred to as DAAA, and the **City of Hutchins**, hereinafter referred to as SUBRECIPIENT. Whereas the State of Texas, acting through Texas Health and Human Services (HHS), has designated the Community Council of Greater Dallas to act as grantee for the Area Agency on Aging (AAA), to be known as the Dallas Area Agency on Aging; and whereas the AAA is the designated authority under the OAA to administer OAA funds, DAAA and SUBRECIPIENT hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations set forth herein and to performance and accomplishment of the tasks hereinafter described.

III. CONTRACT PERIOD

This agreement will become binding on the date of the signature by both parties. Notwithstanding this date, the term of the contract will begin on October 1, 2025, and end on September 30, 2026.

IV. CONTRACT EXTENSIONS

The parties to this contract may, by mutual agreement, extend this contract for a specified period. Any extension shall be in writing, with specific reference to this contract, and shall be subject to all of the terms and conditions of this contract and made a part thereof for all purposes.

V. AMENDMENTS TO THE CONTRACT

This agreement may be amended in writing upon mutual agreement by both parties or when dictated by

implementation of laws and rules becoming effective within the contract period as pertains to the scope of this contract and its attachments. Amendment to this contract is also made upon submission to and approval by DAAA of an amended budget.

VI. SCOPE AND PROVISION OF SERVICES

SUBRECIPIENT agrees to provide the services and activities necessary to comply with their approved FY2026 Proposal for Services. SUBRECIPIENT'S approved FY2026 Proposal for Services is incorporated by reference into this Agreement as set forth fully herein. The last approved budget, whether original or amended, shall be deemed applicable to this contract from the date of approval.

SUBRECIPIENT assures compliance with the following provisions relating to the services covered by this contract.

a. Eligibility – The services covered by this contract serve only those individuals and groups eligible under the provisions of the Older Americans Act, as amended.

b. Residency – No requirements as to duration of residence of citizenship as a condition of participation in the provision of services will be imposed on persons requesting services.

c. Prohibition of Means Test for Services – SUBRECIPIENT shall provide all services funded by the Older Americans Act, as amended, without the use of any means test to determine eligibility for services.

d. Services to Private Membership Prohibited – SUBRECIPIENT shall ensure that participation in nutrition site, senior center, adult day care or other support services under the Older Americans Act is not limited to membership in a specific private organization, group, association, or fraternal organization, nor show discriminating preference for such membership. Membership is never a prerequisite to receive an Older Americans Act funded service.

VII. TARGETING, OUTREACH AND COORDINATION

SUBRECIPIENT shall, in accordance with 42 U.S. Code (U.S.C.) Section 3026, and as addressed in the approved FY2026 Proposal for Services, assure it will use outreach efforts to identify individuals eligible for assistance under this contract, with special emphasis on: (1) older individuals with greatest economic need (with particular attention to low-income minority individuals); (2) older individuals who have greatest social need (with particular attention to low-income minority individuals); (3) older individuals with severe disabilities; (4) older individuals with limited English proficiency; (5) older individuals with Alzheimer's Disease and related disorders with neurological and organic brain dysfunction and the caretakers of such individuals; and (6) older individuals at risk for institutional placement.

SUBRECIPIENT shall establish procedures and mechanisms necessary to assure effective outreach and coordination within the local aging network to assure that various activities and programs operate pursuant to the Older Americans Act and 42 U.S.C. 3001 et seq. Outreach activities must be documented and must include, at a minimum, the type of outreach activities conducted, and the number of contacts made.

SUBRECIPIENT shall be actively involved in the local aging network through coordination with other Title III contractors and social service agencies to plan, identify and assess the need for services. Where appropriate and feasible, SUBRECIPIENT will work cooperatively with other entities to develop collaborative programs. The DAAA is responsible for identifying focal points within the region and these

facilities are established to encourage the maximum collocation and coordination of services for older individuals. A list of the DAAA focal points is attached.

VIII. PERFORMANCE MEASURES

SUBRECIPIENT shall provide **Congregate Meals** to eligible participants. A unit of service for Congregate Meals is defined as **one meal.** The number of units of service under this project for the contract period shall be approximately **5,500 meals.** The number of unduplicated persons receiving services shall be approximately **55** eligible participants.

SUBRECIPIENT shall notify and request approval from DAAA for service delivery to vary from the number of contracted units of service or the number of unduplicated persons receiving the service by five percent or more (+/-5%)

IX. FUNDING OBLIGATIONS

SUBRECIPIENT acknowledges DAAA obligation hereunder for payment, in consideration of full and satisfactory performance of activities described in this contract, is limited monies received from Federal funding from the United States Government, the State of Texas, and any other originating funding source.

SUBRECIPIENT understands that Texas Health and Human Services (HHS) operates on a reimbursement basis. Therefore, the SUBRECIPIENT must have sufficient financial solvency to sustain said contract performance until adequate funds are received by DAAA to compensate said SUBRECIPIENT.

DAAA shall not be liable to SUBRECIPIENT for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but not limited to, terms governing SUBRECIPIENT'S promised performance and unit rates and/or reimbursement capitations specified.

DAAA shall not be liable to SUBRECIPIENT for any expenditures which are not allowable costs under 2 CFR Part 200, as amended, or for which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by HHS.

DAAA shall not be liable to SUBRECIPIENT for expenditures made in violation of regulations promulgated under the OAA, as amended, or in violation of HHS rules, UGMS, or this contract.

De-obligation of funds shall occur based on year-to-date expenses. SUBRECIPIENT shall incur 50% of the projected expenses identified in the project budget by March 31, 2026, and at the monthly incremental equivalent percentages thereafter, through 100% by September 30, 2026. Otherwise, the DAAA may de-obligate those funds, making them no longer available for use by SUBRECIPIENT. If necessary, a notification shall be issued by the DAAA reducing the allocation by the amount in question and requiring submission of a budget amendment.

X. COMPENSATION AND ACKNOWLEDGEMENT

DAAA agrees to make payment to SUBRECIPIENT in the amounts and upon the terms and provisions as set forth in SUBRECIPIENT'S budget, and all attachments to this contract, and SUBRECIPIENT agrees to accept such payments as full compensation for services performed hereunder. All payments shall be based on the performance information reported in the approved budget, reimbursement requests, and programmatic reports.
Reimbursement payments shall be made within 90 working days of receipt of complete and correct reports.

Congregate Meals - DAAA will pay the SUBRECIPIENT on a **unit rate** basis for services rendered at a unit rate of **$13.94** for Title III units. Title III compensation for the provision of services shall not exceed **$73,882.00**. The SUBRECIPIENT will provide a match of at least **$0.** The unit rate for meals purchased with match funds shall be **$15.41**.
The SUBRECIPIENT will provide a mandatory match of at least **$7,791.00**

SUBRECIPIENT agrees to provide services under an "at risk" unit rate or cost reimbursement methodology in accordance with the rules and program instructions of HHS and DAAA.

SUBRECIPIENT shall acknowledge funding and support by DAAA and HHS in all publicity and promotions relating to this project. The credit line should read:

> "This (project, program, service) is supported, in part, by the Community Council of Greater Dallas/Dallas Area Agency on Aging and Texas Health and Human Services."

XI. PAYMENT METHODOLOGY

DAAA has no obligation to remit funds under the terms of this contract for services provided on a reimbursement basis, as defined in Section X, COMPENSATION, until SUBRECIPIENT has provided the service and reported such provision in a request for reimbursement. In the absence of written agreement to the contrary, DAAA will remit funds to SUBRECIPIENT subject to the appropriate administrative procedures and contingent upon receipt of funds from HHS and/or other funding sources.

SUBRECIPIENT shall report eligible units of service and actual allowable expenses to DAAA in frequency and in such manner, using any and all prescribed forms, as may be prescribed by DAAA.

Final payment shall be based on the information contained in the reimbursement system 45 working days following termination of this contract. This payment provision shall apply to final payment whether at completion of the contract period or in the event of early contract termination.

XII. REPORTING REQUIREMENTS

SUBRECIPIENT agrees to compile and submit all required fiscal and programmatic reports utilizing information management software provided by DAAA by the 6th day of the month following the month in which services were provided. SUBRECIPIENT agrees to maintain fiscal records to support reimbursement in conformity with the procedures established by HHS and DAAA. All fiscal and programmatic reports shall continue to be due throughout the entire contract period even though no additional services may be reimbursable under this contract.

SUBRECIPIENT shall complete and submit to DAAA all requests for funds on a DAAA-prescribed form in accordance with the rules and policies of DAAA. A final program report shall be submitted to DAAA on or before the date established by DAAA with not less than 45 days advance notice to SUBRECIPIENT. The total of all program reports including the final program report shall support and be reconciled to all funds received during the contract period. Under no circumstances shall requests for funds be submitted later than October 31, for the previous fiscal year, or after the final program report is submitted unless indicated otherwise by a funding source.

XIII. MATCH REQUIREMENTS

SUBRECIPIENT shall provide a minimum match of ten percent (10%) of the total project costs, as required by the OAA, as amended, and HHS rules.

Match shall be in accordance with 26 TAC §213.153. All match contributions shall be expended for goods and services necessary for and specifically identifiable in the approved FY2026 Proposal for Services.

Match shall conform to the OAA regulations, 2 CFR Part 200, and HHS rules regarding match requirements or as required in requests for proposals issued by DAAA.

XIV. PROGRAM INCOME

Program income shall be administered in accordance with 26 TAC §213.153, UGMS Subpart C ___. 25 and all applicable HHS rules. SUBRECIPIENT shall use all program income and participant contributions collected under the approved FY2026 Proposal for Services to further eligible program outcomes. All program income and participant contributions collected and expended shall be documented and managed according to HHS Rules and Regulations.

Congregate Meals - Program income received as contributions will be accounted for and deposited in accordance with the written policies and procedures established by SUBRECIPIENT in accordance with HHS rules and regulations. Units of service will be purchased with program income at a unit rate of **$15.41** per unit. The goal for the program income shall be **$3,082.00**.

XV. CONTRIBUTION POLICY

SUBRECIPIENT shall provide a voluntary opportunity for each eligible participant to contribute to the cost of services while protecting the individual's privacy. SUBRECIPIENT shall safeguard and account for such contributions and use such contributions to expand and/or enhance program outcomes.

XVI. MAINTENANCE OF RECORDS

SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records relating to the performance of this contract. SUBRECIPIENT shall use any and all standard forms promulgated by DAAA, as applicable. The DAAA shall require the use of all such forms for all subrecipients and/or service contractors, as applicable.

All of the aforesaid records shall be made available, with reasonable notice, at SUBRECIPIENT'S office, and shall be maintained for at least seven (7) years after the termination of this agreement, or seven years after any audit findings and other disputes or litigation relating to this agreement, if any, have been resolved. Multi-site SUBRECIPIENT may maintain all records at a designated central location (i.e., administrative headquarters) for purposes of this section.

XVII. ACCESSIBILITY OF RECORDS

SUBRECIPIENT shall give DAAA, ACL, the Comptroller General of the United States, and the State of Texas, through any authorized representatives, the access to and right to examine all records, books, papers, contracts, or other documents related to this contract. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than seven (7) years following the end of this contract term or the resolution of any disputes relating to this contract, whichever is later. SUBRECIPIENT shall include the substance of this provision in all subcontracts.

SUBRECIPIENT agrees the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. SUBRECIPIENT understands acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction

of the legislative audit committee, to conduct an audit or investigation in connection with those funds. SUBRECIPIENT understands under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to: (1) evaluating the entity's performance under the contract or subcontract; (2) determining the state's rights or remedies under the contract; or (3) evaluating whether the entity has acted in the best interest of the state.

XVIII. SERVICE PROVIDER REVIEW

In accordance with HHS rules, DAAA shall conduct reviews of SUBRECIPIENT programmatic and fiscal activities on a regular and systematic basis to ensure compliance with established policies and regulations.

XIX. AUDIT REQUIREMENTS

SUBRECIPIENT shall have an independent audit for any fiscal year in which it receives $1,000,000 or more in Federal funds combined. SUBRECIPIENT shall submit a copy of an annual audit of SUBRECIPIENT, performed by an independent certified public accounting firm within nine months after the end of SUBRECIPIENT'S fiscal year, to DAAA. The audit shall cover SUBRECIPIENT'S entire organization and be conducted in accordance with generally accepted auditing standards. Audits performed under this Section are subject to review and resolution by DAAA or its authorized representative.

The audit shall be conducted and submitted in accordance with the standards for financial and compliance audits contained in the Standards for Audits of Governmental Organizations, Programs, Activities and Functions, issued by the U.S. General Accounting Office; the Single Audit Act of 1984; Title 2 CFR, Part 200 and Nonprofit Organizations; and UGMS.

SUBRECIPIENT understands and agrees SUBRECIPIENT shall be liable to DAAA for any costs disallowed as a result of unresolved questioned costs revealed during the audit. All questioned costs relating to a DAAA program shall be resolved within one hundred eighty (180) calendar days following receipt of SUBRECIPIENT'S audit by DAAA, otherwise disallowance of questioned costs shall be implemented, and SUBRECIPIENT shall be liable to DAAA for such disallowed costs.

SUBRECIPIENT shall have the right to appeal any such disallowance of costs in accordance with 26 TAC §213.153, Appeal Procedures for Area Agency on Aging Contractors.

SUBRECIPIENT shall procure audit services no less frequently than every five years. In the event the same audit firm is utilized for more than five consecutive years, SUBRECIPIENT shall request the audit firm assign a different audit manager to the project. The ability to assign a different audit manager shall be a consideration in the procurement for audit services.

SUBRECIPIENTS receiving funding under the $1,000,000 threshold are required to have an accounting of the previous year's operations on file during the annual review process.

XX. IDENTIFICATION OF HIGH RISK

DAAA may identify a SUBRECIPIENT as high risk in accordance with the UGMS, Grant Administration, Section III, Subpart B, paragraph _.12, 2 CFR Part 200, and HHS policies. DAAA may inform SUBRECIPIENT of the identification as high risk in writing. DAAA may state the effective date of the identification as high risk, the nature of the issues that led to the identification as high risk, and any special conditions or restrictions. The identification as high risk may remain in effect until DAAA determines SUBRECIPIENT has taken corrective action sufficient to resolve the issues that led to the identification as

high risk.

XXI. PAYMENT SUSPENSION, PENALTIES AND CONTRACT TERMINATION

In the event monitoring/evaluation activities by HHS, DAAA or its agents disclose deficiencies in SUBRECIPIENT'S performance, or its service providers supported under provisions of this contract, DAAA shall take appropriate remedial steps to resolve such non-compliance. Remedies such as a corrective action plan, training or other actions based on the identified risk may be required of SUBRECIPIENT by DAAA. Continued non-compliance or identification of unallowable or disallowable activities/actions/processes will result in sanctions or penalties or both in accordance with 26 TAC §213.5.

DAAA or SUBRECIPIENT may elect to terminate this contract upon ten (10) calendar days' written notice from the terminating party to the other party. SUBRECIPIENT, upon notification of termination, shall have the right to appeal for such termination following procedures outlined by DAAA.

This contract also may be terminated upon the occurrence of any of the following events:

a. Discontinuance of funding to DAAA from HHS.

b. Failure of SUBRECIPIENT to comply with any or all of the terms and conditions of this contract and any attachments thereto; or

c. Mutual agreement between DAAA and SUBRECIPIENT.

In the event of termination, the SUBRECIPIENT shall submit final billings for units of service delivered pursuant to the contract. Final billings will be submitted to DAAA within fifteen (15) calendar days after date of termination. DAAA shall reimburse those units of service delivered in accordance with the contract, prior to termination.

At the date of termination, DAAA may require SUBRECIPIENT to transfer title and deliver to DAAA or to another authorized contractor any property acquired by Federal or State funds or assigned to SUBRECIPIENT by DAAA for the purposes of this contract.

SUBRECIPIENT may dispose of property having a current value, at the time of termination, of less than $500, in any manner, and DAAA shall make no recovery. DAAA shall provide instructions to SUBRECIPIENT regarding disposition of all property having a current value, at the time of termination, of $500 or more, within fifteen (15) days following notice of termination.

XXII. RECAPTURE OF PAYMENTS

If SUBRECIPIENT has failed to comply with the terms of this contract that govern the use of monies pursuant to this contract, or if SUBRECIPIENT has received funds in excess of those actually earned, DAAA may take appropriate action including the recapture of payment and/or withholding of funds.

XXIII. DATA USE AGREEMENT (Attachment A)

SUBRECIPIENT agrees to abide by the terms and conditions as agreed and signed in the Data Use Agreement (DUA) Attachment 1 attached.

XXIV. ASSURANCES & CERTIFICATIONS (Attachment B)

SUBRECIPIENT hereby provides all assurances required by law as set forth in Attachment B of this

contract. All assurances and certifications contained in Attachment B are hereby incorporated by reference into this contract for all purposes as set forth fully herein. SUBRECIPIENT must certify compliance with assurances and certifications will be accomplished.

SUBRECIPIENT shall use due diligence to ensure reasonable steps have been taken to meet the criteria or standards stated within each assurance. Failure to comply with an assurance shall subject SUBRECIPIENT to penalties, disallowance of funds, and other action, up to and including termination.

XXV. DEBARMENT & SUSPENSION (Attachment C)

As required by Federal Executive Order 12549, Debarment and Suspension and implemented at 2 CFR Part 200, for prospective participants in Federal assistance programs:

SUBRECIPIENT certifies Attachment C to the best of his or her knowledge and belief, on behalf of the organization, defined as the primary participant in accordance with 45 CFR Part 76, and its principals.

SUBRECIPIENT also agrees by signing and submitting Attachment C, that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

XXVI. LIABILITY TO THIRD PARTIES

DAAA does not assume any liability to third persons, nor will DAAA reimburse SUBRECIPIENT for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder.

SUBRECIPIENT shall give DAAA or its representative immediate notice of any suit or action filed, or prompt notice of any claim made against SUBRECIPIENT arising out of the performance of this contract. SUBRECIPIENT shall furnish immediately to DAAA copies of all pertinent papers received by SUBRECIPIENT in connection with any such suit, action, or claim. DAAA or HHS shall have the option to intervene in such actions to represent their interests.

XXVII. CODE OF CONDUCT

SUBRECIPIENT shall maintain a written code or standards of conduct, which shall govern the performance of its officers, employees or agents engaged in the award and administration of this contract supported by Federal funds if a conflict of interest, real or apparent, arises. Such a conflict would arise when: the employee, officer or agent; any member of his immediate family; his/her partner; or an organization which employs, or is about to employ any of the above, has a financial or other interest in the entity selected for award.
SUBRECIPIENT'S officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value for any purpose that is or gives appearance of being motivated by a desire for private gain or favorable treatment for themselves or others, particularly those with whom they have family, business, or other personal ties.

No officer or member of SUBRECIPIENT and no other public official or officer or member of the Board of SUBRECIPIENT who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

XXVIII. INSURANCE AND LICENSING

SUBRECIPIENT shall secure licensing when appropriate and shall maintain adequate liability insurance to protect health and safety of clients and employees that comply with all applicable state and federal statutes. Proof of licensing and insurance shall be made available to monitoring agents upon request.

XXIX. FORCE MAJEURE

To the extent that either party to this contract shall be wholly or partially prevented from the performance within the terms of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge, or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributable to its neglect, that in such event the service delivery shall be provided according to emergency management plans.

XXX. CONTRACT NOTICES

Any notice required to be given pursuant to the provisions of this contract shall be in writing and shall be deemed given upon actual receipt or upon deposit in the United States Postal Service Post Office with the proper postage affixed and addressed to the parties indicated on Page 1 of the opening statement of this contract until due notice has been given of a change of address.

For DAAA:
Sharla Myers
Chief Executive Officer
Community Council of Greater Dallas/
Dallas Area Agency on Aging
1341 W. Mockingbird Lane, Suite 1000W
Dallas, TX 75247

For SUBRECIPIENT:

_____
Name & Title

_____
Address

_____
City, State, Zip

XXXI. POLITICAL ACTIVITY

No funds under this contract may be used in any way to attempt to pay any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of a federal loan the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. SUBRECIPIENT, if a recipient of Federal assistance exceeding $100,000 through HHS, will comply with 31 U.S.C. Section 1352.

XXXII. SECTARIAN INVOLVEMENT

SUBRECIPIENT shall ensure that no funds under this contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction. This clause shall be interpreted in light of HHS rule 26 TAC §213.203 and 2 CFR Part 200.

XXXIII. RIGHT TO APPEAL

Any applicant to provide services whose application or Proposal for Services is denied or whose contract is terminated or not renewed (except as provided in 2 CFR Part 200) has a right to appeal such action. The

applicant shall give notice of appeal to DAAA within 10 days after it receives DAAA's action letter. Appeals Procedures adopted by HHS and codified at 26 TAC §213.7 will be used as the appeals process.

XXXIV. INDEPENDENT CONTRACTOR

In the performance of obligations under this contract, SUBRECIPIENT shall act as an independent contractor and not as an agent, representative or employee of DAAA. No employee, agent, or representative of SUBRECIPIENT shall be considered an employee of DAAA nor be eligible for any benefits, rights or privileges afforded to DAAA employees.

SUBRECIPIENT shall not subcontract or assign work to be performed under the terms of this contract to a third party without prior written notification to DAAA and prior written consent from the DAAA Director. SUBRECIPIENT, in subcontracting any of the performance herein, understands and assures that its subcontractor shall comply with the terms and conditions of the contract.

XXXV. ORAL AND WRITTEN AGREEMENT

All oral or written agreements made prior to this contract have been reduced to writing and are contained herein by the execution of this contract including any proposals submitted by the SUBRECIPIENT. SUBRECIPIENT evidences its understanding and agrees that any prior agreement is terminated as of the effective date of this contract. Both parties agree that DAAA shall not be liable for any costs incurred by SUBRECIPIENT except to the extent provided in this contract. When 45 CFR, or its appendices, provide that a cost is allowable only when authorized in writing, the cost will not be allowable unless written approval from DAAA is obtained prior to the expenditure.

XXXVI. EMERGENCY MANAGEMENT

SUBRECIPIENT shall coordinate with the DAAA, the Texas Department of Public Safety, the Federal Emergency Management Agency (FEMA), county and local government entities and engage in those activities that meet the needs of the elderly during and after natural, civil defense, and/or man-made disasters.
In the event of a disaster, whether man-made, natural or of a civil defense nature, SUBRECIPIENT will provide and coordinate appropriate resources to federal disaster relief agencies and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation and volunteers.

XXXVII. SEVERABILITY

The invalidity or unenforceability of any provision of this contract will not affect the validity or enforceability of any other provision of this contract.

XXXVIII. APPLICATION OF LAW & VENUE

All claims against DAAA by SUBRECIPIENT seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to the contract shall be filed in Dallas County.

In the case of claims requiring federal jurisdiction, filing shall be within the Federal court district in which alleged events occur or in which the DAAA administrative office resides.

XXXIX. SURVIVAL OF TERMS

The following portions of this Agreement shall survive termination: VI, XI, XII, XVII, XIX, XXI, XXII, XXV, XXIX, XXXIV, XXXV, XXXVII, and XXXVIII.

XXXX. ACCEPTANCE OF CONTRACT

I, the undersigned, certify that I have read and understand the terms of this contract and that this agency will abide by them. I further certify that I am authorized to sign for the SUBRECIPIENT agency.

FOR SUBRECIPIENT:

CITY OF HUTCHINS

Typed Name of Authorized Official	Signature of Official
Title of Authorized Official	Date

FOR THE COMMUNITY COUNCIL OF GREATER DALLAS/DALLAS AREA AGENCY ON AGING:

Sharla Myers
Chief Executive Officer

Signature

8/28/2025
Date

8/29/25 9:40 AM
Provider Name: City of Hutchins
AAA Name: Area Agency on Aging of Dallas County

Congregate Meals
BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year						1.	$ 84,745.00
2. Total Number of Anticipated Meals to be Provided by Funding Source							
HHS OAAA	5,300	Other Funds Eligible Meals	0	Other Sources 5	0		
Program Income	200	Other Funds - Non-Eligible Meals	0	Other Sources 6	0	2.	5,500
3. Whole Unit Rate (Line 1 divided by Line 2)						3.	$ 15.41

Reimbursement Calculation

		HHS OAAA
4. Projected NSIP per Meal Value		0.73
5. Rate Less NSIP per Meal Value		$ 14.68
6. Mandatory Local Match of 10%	$ 1.47	
** If Applicable, Match Reduction From the In-kind Match Certification form	$ -	
Required Cash Match		$ 1.47
7. Proposed Meal Rate (Line 3 minus Line 6)		$ 13.94

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

City of Hutchins
Legal Name of Contracted Provider

Printed/Typed Name of Signer

Signature

Date

Area Agency on Aging of Dallas County
Name of Area Agency on Aging

Sharla Myers
Printed/Typed Name of Signer

Signature

8/28/2025
Date

8/29/25 9:40 AM
Provider Name: City of Hutchins
AAA Name: Area Agency on Aging of Dallas County

Congregate Meals
BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

City of Hutchins
Name of Contracted Provider

Printed/Typed Name of Signer

Date

Signature

Signer Authority: **(check one)**

- ☐ **Sole Proprietor**
- ☐ **Partner**
- ☐ **Corporate Officer**
- ☐ **Association Officer**
- ☐ **Board Member**
- ☐ **Governmental Official**

Attachment A: Data Use Agreement

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR

This Data Use Agreement ("DUA") is effective as of the date of the Base Contract into which it is incorporated ("Effective Date"), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services ("HHS") and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor's rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS's remedies in the event of Contractor's noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as "business associate" is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

"Authorized Purpose" means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Breach" means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this

DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99

(2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;

(3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;

(4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;

(5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;

(6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Destroy", "Destruction", for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

"Discover, Discovery" means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

"Legally Authorized Representative" of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

"Required by Law" means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

"Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

"Workforce" means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor

shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi**.** The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's

security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information *at rest* requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;

- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code, Chapter 521;
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

(a) Disclosure is Required by Law;

(b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:

1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;

2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and

3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

(C) With respect to ALL Confidential Information, Contractor shall NOT:

(1) Attempt to re-identify or further identify Confidential Information that has been deidentified, or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.

(2) Engage in prohibited marketing or sale of Confidential Information.

(3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information ***obtained from a federal system of records***, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing.*** Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor***:*** a. The date the Breach occurred;

b. The date of Contractor's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of Contractor's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;

g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including

Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;

i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;

k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;

l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

(A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.

(D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

(A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.

(C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

(D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require Contractor to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and noncontributory status.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER
HHS000874100009

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with City of Hutchins (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR		SUBCONTRACTOR	
BY:	Sharla Myers	BY:	James Quin
NAME:	Sharla Myers	NAME:	James Quin
TITLE:	CEO	TITLE:	City Admin
DATE	August 28, 2025	DATE:	8-19-2025

Attachment 2-
Security and Privacy Initial Inquiry
[Attach Completed SPI Here]

Attachment B: Assurances and Certifications

STANDARD ASSURANCES

The City of Hutchins submits this application as required under
(Applicant)

Title III of the Older Americans Act of 1965, as amended, and hereby agrees to administer the program in accordance with the regulation, policies and procedures prescribed by the Dallas Area Agency on Aging, the Commissioner on Aging, and Secretary of Health and Human Services.

1. The Applicant understands that the purpose of the Title III program is to foster the development of comprehensive and coordinated service system for older persons within the Planning and Service Area.

   The primary objectives of this system are to secure and maintain independence and dignity in a home environment for older persons capable of self-care with appropriate supportive services; and to remove individual barriers to economic and personal independence for older persons, including the provision of opportunities for employment and volunteer activities in the communities where older persons live.

2. The Applicant further understands that in order to achieve the purpose of the Title III program, the resources made available to the Applicant by the Area Agency on Aging are designed to:

   (a) Draw in commitments from public and private agencies which have resources that can be utilized to serve older persons, and encourage such agencies to enter into cooperative arrangements directed toward maximum utilization of existing resources on behalf of older persons;

   (b) Make existing supportive services more accessible to older persons in need through the development and support of services which can increase the ability of older persons, including the older physically and mentally disabled, to obtain other supportive services; and

   (c) Promote comprehensive services for the elderly through the development and support of supportive services which are needed by older persons, but which are not otherwise available.

3. The Applicant understands and agrees to follow priorities set by the Area Agency on Aging for serving older persons with greatest economic or social need with priority going to the frail elderly minority.

4. The applicant must specify how he intends to satisfy the needs of low-income minority individuals in the area served at least in the proportion that they represent the total population in the area served.

5. Authority and Capacity of Applicant

   The Applicant assures that it has the authority to develop the application and the capacity to carry out a program pursuant to the application.

6. Standards of Personnel Administration

   In cases where the Applicant is a public agency, it will establish and maintain methods of personnel administration which conform to the Standards for a Merit System of Personnel Administration, and any standards prescribed by the US Civil Service Commission pursuant to Section 208 of the Inter-governmental Personnel Act of 1970 modifying or superseding such standards. Such methods will be maintained in the files of the Applicant and will be made available to the Area/State Agency upon request.

7. Coordination with Social Security Act Programs

The Applicant will provide for maximum coordination between its programs and activities under the application and the resources available under Title VI, XIX and XX of the Social Security Act.

8. Contributions for Supportive Services and Nutrition Services

The applicant will afford participants the opportunity to contribute all or part of the costs of the services provided. Each participant will be permitted to determine for himself what he is able to contribute toward the cost of the service. No older person shall be denied a service because of his failure to contribute all or part of the cost of such service. The Applicant will provide that the methods of receiving contributions from individuals will be handled in such a manner as not to publicly differentiate among individual's contributions.

9. Prohibition of Means Test for Services

The Applicant will provide all services funded by the Older Americans Act, as amended, without the use of any means test and will establish procedures and monitor all subcontractors to ensure that a means test is not used to determine eligibility for services.

10. Licensure Requirements

The Applicant will operate fully in conformance with all applicable Federal, State and local fire, health, safety and sanitation and other standards prescribed in law or regulations. The Applicant provides that where the State or local public jurisdictions require licensure for the provision of services, the applicant providing such services shall be licensed.

11. Evaluation

The Applicant will cooperate and assist in any efforts undertaken by the Area Agency on Aging, the Texas Department on Aging or the Administration on Aging to evaluate the effectiveness, feasibility and cost of activities under the application.

12. Confidentiality

The Applicant will ensure that no information about, or obtained from, an individual in its possession will be disclosed in a form identifiable with the individual without the informed consent of such individual. Lists of older persons compiled pursuant to the provision of (insert Applicant name) City of Hutto will be used solely for the purpose of providing services, and only with the informed consent of each individual on the list.

13. Records and Reports

The Applicant will keep such records and make such reports in such form and containing such information as may be required by administrative rule or executive policy or as necessary to meet reporting requirements established by the Area Agency on Aging, State Agency, Administration on Aging, the Legislative Budget Board or any other funding authority.

The Applicant will maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of fund within the award, including the disposition of all monies received from the Area Agency on Aging, and the nature and amount of all charges claimed to be against such funds.

14. Equal Opportunity and Non-Discrimination

(a) The Applicant Agency has an equal employment opportunity policy implemented through an affirmative action plan for all aspects of personnel administration as specified by 5 CFR 900 607 (EEO regulation) and 5 CFR Part 900F (merit system regulation).

(b) All recipients of funds from the Area Agency are required to operate each program activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by handicapped persons. When structural changes are required, these changes shall be made as quickly as possible, in keeping with 45 CFR 84.11 et.seq.

(c) The Applicant will comply with Title VI of the Civil Rights Act of 1964 (P.L.88-352), and the regulations issued pursuant thereto. An Assurance of Compliance with such regulations is attached. Also, the Applicant further certifies that it has no commitments or obligations which are inconsistent with compliance with these or any other pertinent Federal Regulations and policies and that any other agency, organization, or party which participates in the implementation of the application will have no such commitments or obligations.

(d) In compliance with requirements of 45 CFR 80 and 45 CFR 84, all recipients of federal funds shall maintain a procedure to receive and resolve discrimination complaints. Notice of procedure will be made on a continuing basis.

All complaints will be informed in writing that subcontractor decisions may be appealed to the Area Agency on Aging.

(e) The Applicant will comply with the Age Discrimination in Employment Act of 1967. (29 USC 621 et.seq.)

15. Political Activities

The Applicant assures that it will comply with the provisions regarding political aid and legislative influence as cited in applicable sections of the State Appropriations Act, Section 5, Article 5 (SB 179; 68th Legislature).

16. Code of Conduct

Applicants shall maintain a written code or standard of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Federal Funds. No employee, officer or agent of the grantee shall participate in selection, or in the award of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

The employee, officer or agent; any member of his/her immediate family, his or her partner; or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for the award.

The grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

Grantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value.

To the extent permitted by State or local law or regulations, such standards of conduct shall provide for penalties sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

17. Amendments to the Application

The Applicant assures that it will submit to the Area Agency on Aging for prior approval documentation of the necessity for any substantial changes, additions, or deletions to the Grant Application.

18. The Applicant assures that it will comply with all Federal and State regulations and guidelines required by the Texas Department of Aging and Disability Services and the Area Agency on Aging.

19. Assistance for Elderly Disaster Victims

Upon declaration of a major disaster by the President, the Applicant will cooperate with the Area and State Agency to assess the extent of the disaster impact upon persons aged 60 years and over and to coordinate the public and private resources in the field of aging in order to assist older disaster victims.

20. The Applicant assures that they will comply with procedures the Area Agency has established for:

(a) Eligibility

The activities covered by this contract serve only those individuals and groups eligible under the provisions of the Older Americans Act, as amended.

(b) Residency

No requirements as to duration of residence or citizenship will be imposed as a condition of participation in the applicant's program for the provision of services.

(c) Coordination and Maximum Utilization of Services

The Applicant, to the maximum extent, coordinates and utilizes the services and resources of other appropriate public and private agencies and organizations.

(d) Legal Assistance Services

The Applicant assures that no provider of legal assistance under Title III of the Older Americans Act, as amended, will be required to reveal any information that is protected by the attorney-client privilege.

(e) In Home Services

The in-home services provided by the Applicant under the provisions of Section 341 or the Older Americans Act, as amended, will be coordinated with State and local agencies and private nonprofit organizations which administer and provide services relating to health, social services, rehabilitation and mental health services.

(f) Outreach

The applicant will provide outreach efforts that will identify individuals eligible for assistance under the Older Americans Act and inform these individuals of the availability of such assistance. The outreach efforts will target older individuals with greatest economic or social need with particular attention to the low-income minority individuals, rural elderly and other individuals with severe disabilities.

21. The applicant will have procedures for obtaining the view of participants about the services they receive.

By Tamea Quinn
(President, Chairman of the Board, or comparable authorized official)

(Typed Name) Tamea Quinn Date 8/19/2025

DEPARTMENT OF HEALTH AND HUMAN SERVICES
ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The undersigned (hereinafter called the "recipient") HEREBY AGREES THAT it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), all requirements imposed by the applicable HHS regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

Pursuant to 84.5(a) of the regulation [45 C.F.R. 84.59a)], the recipient gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by the Department of Health and Human Services after the date of this Assurance, including payments of other assistance made after such date on applications for federal financial assistance that were approved before such date. The recipient recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

This Assurance obligates the recipient for the period during which federal financial assistance is extended to it by the Department of Health and Human Services or, where the assistance is in the form of real or personal property, for the period provided for in 84.5(b) of the regulation [45 C.F.R. 84.5(b)].

The recipient: - [Check (a) or (b)]

a. ( ) employs fewer than fifteen persons;
A73

b. (✓) employs fifteen or more persons and, pursuant to 84.7(a) of the regulation [45 CF.>R> 84.7(a)],

A74 has designated the following person(s) to coordinate its efforts to comply with the HHS regulation:

Name of Designee(s) - Type or Print
C12 C42

City of Hutchins
Name of Recipient - Type or Print

321 N. Main
Street Address or PO Box

75-6005082
(IRS) Employer Identification Number

Hutchins
City

Texas 75141
State Zip

I certify that the above information is complete and correct to the best of my knowledge.

08/19/25
Date

Signature and Title of Authorized Official

If there has been a change in name or ownership within the last year, please PRINT the former name below:

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

City of Hutchins (hereinafter called the "Applicant")
Name of Applicant (type or print)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80) issues pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal Financial Assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this Assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.

Date 8-19-2025

City of Hutchins
Applicant (type or print)

321 N. Main
Hutchins Tx, 75141
Applicant's mailing address

By
Signature and Title of Authorized Official

AFFIRMATIVE ACTION PLAN

City of Hutchins HEREBY AGREES THAT IT WILL ENACT
(Authorized official for the applicant agency)

THIS AFFIRMATIVE ACTION PLAN. Affirmative action is a management responsibility to take the necessary steps to eliminate the effects of past and present job discrimination, intended or unintended, which is evident from an analysis of employment practices and policies. It is the policy of the agency that equal employment opportunity is afforded to all persons regardless of race, color, ethnic origin, religion, sex or age.

This applicant is committed to uphold all laws related to Equal Employment Opportunity including, but not limited to, the following:

Title VI of the Civil Rights Act of 1964 which prohibits discrimination because of race, color, religion, sex or national origin in all employment practices including hiring, firing, promotions, compensation, and other terms, privileges, and conditions of employment.

The Equal Pay Act of 1963 which covers all employees who are covered by the Fair Labor Standards Act. The act forbids pay differentials on the basis of sex.

The Age Discrimination Act which prohibits discrimination because of age against anyone between the ages of 40 and 70.

Federal Executive Order 11246 which requires every contract with Federal financial assistance to contain a clause against discrimination because of race, color, religion, sex or national origin.

Administration on Aging Program Instruction AoA-PI-75-11 which requires all grantees to develop affirmative action plans. Agencies, which are part of an "umbrella agency", shall develop and implement an affirmative action plan for a single organizational unit on aging. Preference for hiring shall be given to qualified older persons (subject to requirements of merit employment systems).

Section 504 of the Rehabilitation Act of 1973 which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.

The Americans with Disability Act which guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

The Drug-Free Workplace Act of 1988 which directs the creation and maintenance of a workforce environment that is free of alcohol and drugs.

_____ is the designated person with executive authority responsible for the implementation of this affirmative action plan. Policy information on affirmative action and equal employment opportunity shall be disseminated through employee meetings, bulletin boards, and any newsletters prepared by this agency.

COMMUNITY COUNCIL OF GREATER DALLAS
AREA AGENCY ON AGING

CERTIFICATION REGARDING DELINQUENT CHILD SUPPORT
(Only to be completed by FOR-PROFIT agencies)

SECTION 82. SEC. 231.006, Family Code as added by House Bill 655: INELIGIBILITY TO RECEIVE STATE GRANTS OR LOANS OR RECEIVE PAYMENTS ON STATE CONTRACT:

(a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:

(1) receive payments from state funds under a contract to provide property, materials, or services; or

(2) receive a state-funded grant or loan.

(b) A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:

(1) all arrearages have been paid; or

(2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

(c) A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

(d) A contract, bid, or application subject to the requirements of this section must include the following statement:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

(e) If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Subsection (a), the contract may be terminated.

(f) If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

(g) This section does not create a cause of action to contest a bid or award of a state grant, loan, or contract. This does not impose a duty on the Title IV-D agency to collect information to send to the comptroller to withhold a payment to a business entity. The Title IV-D agency may identify a business entity that is ineligible to receive a state payment under Subsection (a) and to ensure that a state payment to the entity is not made. This system should be implemented using existing funds and only if the Title IV-D agency, comptroller, and other affected agencies determine that it will be cost effective.

(h) This section does not apply to a contract between governmental entities.

(i) The Title IV-D agency may adopt rules or prescribe forms to implement any provision of this section.

Agency name: City of Hutchins

Signature of authorized representative

City Administrator

Title of authorized representative

8-19-2023

Date

CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST

I have read the Texas Administrative Code 26 TAC, Rule §213.151 and hereby notify the Director of the Dallas Area Agency on Aging of a conflict of interest I hold.

If there is not a conflict of interest or potential conflict of interest, please select "No" for both questions, and sign and date.

Does the Applicant have as an officer, director, employee, consultant or owner (in whole or in part) who is?

1. Related to (see relationship key below) a current employee of the Community Council of Greater Dallas (CCGD) or Dallas Area Agency on Aging (DAAA), member of the CCGD Board of Directors or DAAA Advisory Council?

   ____ No
   ✓ Yes (If yes, please explain) Mayor Sister Employed With DAAA

2. A person who is currently an employee of CCGD or DAAA or a member of the CCGD Board of Directors or DAAA Advisory Council, or a volunteer working within CCGD or DAAA programs?

   ✓ No
   ____ Yes (If yes, please explain: _____

   Relationship key: Wife, Husband, Son, Daughter, Father, Mother, Brother, Sister, Stepson, Stepdaughter, Mother-in-law, Father-in-law, Spouse's sister, Spouse's brother

   I certify that the information above is complete, true and correct to the best of my knowledge.
   I understand that lack of full, true and complete disclosure may be grounds for withholding payment for delivery of service and may cause contract termination.

James Quin

Signature of Authorizing Individual

James Quin - City Admin

Printed Name and Title

8-19-2025

Date

AREA AGENCY ON AGING
CERTIFICATION REGARDING LOBBYING

The undersigned certifies that, to the best of his or her knowledge or belief, that:

1. no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and

2. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

City of Hutchins
Agency

8-19-2025
Date

Name of Authorized Representative

City Admin
Title of Authorized Representative

Attachment C: Debarment and Suspension

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee; "contract/grant" refers to both contract/grant and subcontract/subgrant.

By signing and submitting this certification the potential contractor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, may pursue available remedies, including suspension and/or debarment.

2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is defined in the attachment.

4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United State Department of Agriculture or other federal department or agency, as applicable.

Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract? ✓ YES _____ NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification in all covered subcontracts and in solicitations for covered subcontracts.

6. A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily

excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.

7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts/grants authorized under paragraph 4 of these items, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of agriculture, or other federal department or agency, as applicable, may pursue available remedies, including suspension and/or debarment.

Indicate which statement applies to the covered potential contractor/grantee:

✓ The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.

____ The potential contractor/grantee is unable to certify one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to this certification. Attach the explanation(s) to this certification.

VNA + Chocolate Mint

NAME OF POTENTIAL CONTRACTOR/GRANTEE:

VENDOR ID NO. / FEDERAL EMPLOYER'S ID NO.

James Quin

Signature of Authorized Representative

James Quin

Printed/Typed Name of Authorized Representative

08/19/25

Date

City Administrator

Title of Authorized Representative

Additional FY2026 Proposal forms that need signatures

Community Council
Advancing Solutions...Empowering Lives

Area Agency on Aging
OF DALLAS COUNTY

FY 2026 PROPOSAL COVER SHEET

COUNTY TO BE SERVED: Dallas County
PROPOSED PROJECT PERIOD: October 1, 2025 – September 30, 2026
SERVICES PROPOSED under Title III of the Older Americans Act:

Check Appropriate box:

- ☐ Caregiver Information Services
- ☐ Congregate Meals
- ☐ Home Delivered Meals
- ☐ Information, Referral & Assistance
- ☐ Instruction and Training
- ☐ Ombudsman
- ☐ Physical Fitness
- ☐ Senior Center Operations
- ☐ Transportation Demand/Response

AGENCY NAME:

MAILING ADDRESS:

PHONE: FAX: WEBSITE:

DIRECTOR'S NAME:

PROPOSAL CONTACT PERSON & TITLE:

EMAIL: PHONE:

To the best of my knowledge and belief, all data in this proposal is true and correct. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the subsequent contract and its attached assurances if the assistance is awarded.

Date: _____

Authorized Official Signature

Authorized Official Name & Title (Typed or Printed)

STAFF REPORT

MEETING DATE:	October 20, 2025
MEETING TYPE:	City Council
SUBMITTED BY:	Cynthia Olguin
AGENDA CAPTION:	Discuss and consider a Resolution ratifying amendments to the City's Title VI Non-Discrimination Plan. Presented by Cynthia Olguin, City Secretary Resolution R2025-10-1290

Background Information

On July 8, 2025, the Hutchins City Council approved the city's Title VI Non-Discrimination Plan. The following day, TXDOT's Civil Rights Division, Title VI Compliance Specialist, notified staff of additional changes required for compliance.

As directed by TXDOT, updates were made to amend and/or add the following sections:

- Language Assistance and Limited English Proficiency
- Primary Program Area Description and Review Procedures
- Data Collection and Analysis
- Training
- Immediately update the city's website with the revised Title VI Non-Discrimination Plan and Forms.

The amendments and additional requirements were time sensitive and had to be made in a timely manner. As a result, the city is now in full compliance with TXDOT's Title VI requirements and has received a Letter of Compliance, which will remain valid for three years. At the end of that period, the city will review the plan and make any necessary updates.

Budget Implications: N/A

Operational Impact: N/A

Legal Review: N/A

Staff Recommendation

Staff recommends approval of Resolution R2025-10-1290.

Supporting Documentation and Attachments

Resolution R2025-10-1290

Revised Title VI Non-Discrimination Plan

CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2025-10-1290

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, RATIFYING AMENDMENTS TO THE CITY'S TITLE VI NON-DISCRIMINATION PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the United States Department of Transportation (USDOT), through the Federal Highway Administration (FHWA), forbids discrimination on the grounds of race, color, or national origin under Title VI; and

WHEREAS, TXDOT requires grant recipients to have a Title VI policy; and

WHEREAS, on July 8, 2025, the Hutchins City Council approved the City's Title VI Non-Discrimination Plan required by TXDOT; and

WHEREAS, TXDOT's Civil Rights Division notified the City of additional requirements to the previously approved Title VI Plan in the areas of Program Area Planning and Public Engagement. Revisions to the plan were made to amend and/or add the following categories: Language Assistance and Limited English Proficiency, Primary Program Area Description and Review Procedures, Data Collection and Analysis, and Training, and update the city's website with the information; and

WHEREAS, City is now in full compliance with TXDOT's Title VI requirements and has received a Letter of Compliance, which will remain valid for three years; and

WHEREAS, the City Council of the City of Hutchins finds it in the best interest of the City to approve the amendments to the City's Title VI Non-Discrimination Plan, attached hereto as Exhibit "A."

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

SECTION 1. The City Council hereby approves the amendments to the Title VI Non-Discrimination Plan attached hereto as Exhibit "A."

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 20th day of October 2025.

CITY OF HUTCHINS, TEXAS

_____
Mario Vasquez, Mayor

ATTEST:

_____
Cynthia Olguin, City Secretary

Title VI
Non-Discrimination Plan

City of Hutchins
321 N Main Street
Hutchins, TX 75141

August 4, 2025

Amended: October 6, 2025

TITLE VI PLAN

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INTRODUCTION

Title VI of the Civil Rights Act of 1964 assures that, "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity receiving Federal assistance." Title VI has been broadened by related statutes, regulations and executive orders.

Discrimination based on sex is prohibited by Section 324 of the Federal-Aid Highway Act, which is the enabling legislation of the Federal Highway Administration (FHWA). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 prohibits unfair and inequitable treatment of persons as a result of projects which are undertaken with Federal financial assistance. The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of Federal-aid recipients and contractors whether those programs and activities are federally funded or not.

The City of Hutchins must not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under its programs or projects. Individuals may not be subjected to criteria or methods of administration which cause adverse impact because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program because of race, color or national origin.

Therefore, the primary goals and objectives of City of Hutchins's Title VI Non-Discrimination Plan are:

1. To assign responsibilities and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and pertinent directives;
2. To ensure that people affected by the City's programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, or national origin;
3. To prevent discrimination in City programs and activities, whether those programs and activities are federally funded or not;
4. To establish procedures for identifying impacts in any program, service, or activity that may create an illegal adverse impact on any person because of race, color, or national origin.
5. To establish procedures to annually review Title VI compliance of specific program areas within the City of Hutchins;
6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in a City-provided service, project, program or activity.

Discrimination under Title VI

There are two types of illegal discrimination prohibited under Title VI and its related statutes. One type of discrimination which may or may not be intentional is "disparate treatment." Disparate treatment is defined as treating similarly situated persons differently because of their race, color, or national origin.

The second type of illegal discrimination is "disparate impact." Disparate impact discrimination occurs when a "neutral procedure or practice" results in fewer services or benefits, or inferior services or benefits, to members of a protected group. With disparate impact, the focus is on the consequences of a decision, policy, or practice rather than the intent.

The City of Hutchins's efforts to prevent such discrimination must address, but not be limited to, a program's impacts, access, benefits, participation, treatment, services, contracting opportunities, training, investigation of complaints, allocation of funds, prioritization of projects, and the encompassing functions of planning, project development and delivery, right-of-way acquisition, construction, and research.

The City of Hutchins has developed this Title VI Plan to assure that services, programs, and activities are offered, conducted, and administered fairly, without regard to race, color, or national origin of the participants or beneficiaries of federally-funded programs, services, or activities.

TITLE VI POLICY STATEMENT

It is the policy of the City of Hutchins, Texas to provide reasonable assurances that it will comply with the requirements and provisions of the Title VI of the Civil Rights Act of 1.964 (78 Stat. 252, 42 U.S.C. 2000d-4) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Depart of Transportation, Subtitle A. Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person who resides in, or does business with, the City of Hutchins on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of or otherwise be subjected to discrimination under any of our programs or activities.

Any person who believes he or she has been discriminated against should contact:

Director of Public Works
City of Hutchins
321 N Main Street
Hutchins, TX 75141
971-225-6121 ext. 113
Email: myusuf@cityofhutchins.org



James Quin, City Administrator
City of Hutchins

09/24/25
Date

Declaración de Política del Título VI

Es política de la Ciudad de Hutchins, Texas brindar garantías razonables de que cumplirá con los requisitos y disposiciones del Título VI de la Ley de Derechos Civiles de 1.964 (78 Stat. 252, 42 U.S.C. 2000d-4) y todos los requisitos. impuesto por o de conformidad con el Título 49, Código de Regulaciones Federales, Departamento de Transporte, Subtítulo A. Oficina del Secretario, Parte 21, No discriminación en programas con asistencia federal del Departamento de Transporte - Vigencia del Título VI de la Ley de Derechos Civiles de 1964 y otras directivas pertinentes, con el fin de que, de acuerdo con la Ley, los Reglamentos y otras directivas pertinentes, ninguna persona que resida o haga negocios con la Ciudad de Hutchins por motivos de raza, color u origen nacional, ser excluido de la participación, se le negarán los beneficios o de otro modo estar sujeto a discriminación en cualquiera de nuestros programas o actividades.

Cualquier persona que crea que ha sido discriminada debe comunicarse con:

Mamun Yusuf
Director de Obras Públicas
Ciudad de Hutchins
321 N Main Street
Hutchins, TX 75141
971-225-6121 ext. 113
Email: myusuf@cityofhutchins.org

James Quin, City Administrator
City of Hutchins

09/26/25
Date

TITLE VI NOTICE TO THE PUBLIC

Notifying the Public of Rights Under Title VI

CITY OF HUTCHINS

- The City of Hutchins operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Hutchins.
- For more information on the City of Hutchins's civil rights program or Title VI obligations, the procedures for, or to file a complaint, please contact:

  Mamun Yusuf
  Director of Public Works
  City of Hutchins
  321 N Main Street
  Hutchins, TX 75141
  971-225-6121 ext. 113
  Email: myusuf@cityofhutchins.org

  Or visit our office at:

  321 N Main Street
  Hutchins, TX 75141

For transportation-related Title VI matters, a complaint may also be filed directly with TXDOT's Office of Civil Rights to:

Texas Department of Transportation, Civil Rights Division,
125 East 11th Street, Austin, Texas 78701 or fax to 512-486-5539.

- If information is needed in another language, contact 972-225-6121.
- Si se necesita información en otro idioma, comuníquese con 972-225-6121.

The **City of Hutchins** Notice to the Public is posted in the following locations:

1. Municipal Office Building Notice Board
2. Atwell Public Library

Title VI Notice to the Public in Spanish

Notificación al Público de Derechos Bajo el Título VI

CIUDAD DE HUTCHINS

- El ciudad de Hutchins opera sus programas y servicios sin distinction de raza, color y origen nacional, segun el Título VI de la Ley de Derechos Civiles. Cualquier persona que cree o que ha sido perjudicada por una práctica discriminatoria ilegal bajo el Título VI puede presentar una queja con el ciudad de Hutchins.

- Para obtener más información sobre el programa de derechos civiles o lost obligaciones Titulo VI de ciudad de Hutchins, o para obtener más información sobre los procedimientos para, o a presenter una queja, se pone en contacto con:

Mamun Yusuf
Director de Obras Públicas
Ciudad de Hutchins
321 N Main Street
Hutchins, TX 75141
971-225-6121 ext. 113
Email: myusuf@cityofhutchins.org
O visite nuestra oficina en:

321 N Main Street
Hutchins, TX 75141

Para asuntos del Título VI relacionados con el transporte, también se puede presentar una queja directamente ante la Oficina de Derechos Civiles de TXDOT para:

Departamento de Transporte de Texas, División de Derechos Civiles,
125 East 11th Street, Austin, Texas 78701 o por fax al 512-486-5539.

- Si se necesita información en otro idioma, comuníquese con 972-225-6121.

ADMINISTRATION

The Title VI Coordinator shall have lead responsibility for coordinating the administration of the Title VI and related statutes program, plan and assurances for the City of Hutchins.

Complaints: If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, or national origin (including Limited English Proficiency), he/she may exercise his/her right to file a complaint with the City's Title VI Coordinator. Every effort will be made to resolve complaints informally and at the lowest level first.

Data Collection: The Community Development Division within the City of Hutchins will continue to gather statistical data associated with its programs and services. Statistical data on race, color, national origin, English language proficiency and sex of participants in and beneficiaries of City programs, e.g. impacted citizens and affected communities is not currently collected citywide at this time; however as part of this plan the city will start implementing measures to gather this data in particular any programs and projects involving federal funds. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

Program Reviews: Reviews will be conducted based on the annual summary of Title VI activities, accomplishments and issues. The reviews will be conducted by the Title VI Coordinator to assure effectiveness in their compliance with Title VI provisions. The Title VI Coordinator will coordinate efforts to ensure equal participation in all programs and activities at all levels. The City will conduct reviews annually by the end of the calendar year.

Title VI Reviews on Sub-Recipients: Title VI compliance reviews will be conducted annually by the Title VI Coordinator. Priority for conducting reviews will be given to those sub-recipients of Federal (U.S. Department of Transportation) funds with the greatest potential of impact to those groups covered by the Act. The reviews will entail examination of the sub-recipients' adherence to all Title VI requirements. The status of each review will be reported in the annual update to TxDOT.

Title VI Plan Updates: The City will automatically update and renew its Title VI Assurances every three years or as necessary on the occasion of a change of City Administrator.

Remedial Action: The City, through the Office of the Coordinator, will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When deficiencies are found, procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s). The period to determine corrective action(s) and put it/them in writing to effect compliance may not exceed 90 days from the date the deficiencies are found.

TITLE VI HOW TO FILE A FORMAL COMPLAINT

Scope of Title VI Complaints

No person or groups of persons shall, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by the City of Hutchins, and its contractors on the grounds of race, color, or national origin.

The scope of Title VI covers all internal and external activities of the City of Hutchins.

The following types of actions are prohibited under Title VI protections (See 49 C.F.R. 21.5):

- Excluding individuals or groups from participation in programs or activities
- Denying program services or benefits to individuals or groups
- Providing a different service or benefit or providing them in a manner different from what is provided to others
- Denying an opportunity to participate as a member of a planning, advisory or similar body that is an integral part of the program
- Retaliation for making a complaint or otherwise participating in any manner in an investigation or proceeding related to Title VI of the Civil Rights Act of 1964.

How to File a Formal Title VI Complaint

Any person(s) or organization(s) believing they have been discriminated against on the basis of the protected classes stated above by the City of Hutchins or its contractors may file a Title VI complaint.

Discrimination complaints **must be received no more than 180 days after the alleged incident** unless the time for filing is extended by the processing agency.

Complaints should be in writing and signed and may be filed by mail, fax, in person, or e-mail. A complaint should contain the following information:

- A written explanation of the alleged discriminatory actions;
- The complainant's contact information, including, if available: full name, postal address, phone number, and email address;
- The basis of the complaint (e.g., race, color, national origin, etc.);

- The names of specific persons and respondents (e.g., agencies/organizations) alleged to have discriminated;
- Sufficient information to understand the facts that led the complainant to believe that discrimination occurred in a program or activity that receives Federal financial assistance; and
- The date(s) of the alleged discriminatory act(s) and whether the alleged discrimination is on-going.

Complainants are encouraged to submit complaints directly to the Texas Department of Transportation (TxDOT.)

Complaints can also be filed by completing and submitting City of Hutchins' Title VI Complaint Form available at the City of Hutchins' website or by sending an email to: myusuf@cityofhutchins.org or by sending an email or letter with the necessary information to:

City of Hutchins
Mailing Address: P. O. Box 500, Hutchins, Texas 75141
Email: myusuf@cityofhutchins.org
Phone: (972) 225-6121

If necessary, the complainant may call the phone number above and provide the allegations by telephone. The Title VI Coordinator will transcribe the allegations of the complaint as provided over the telephone and send a written complaint to the complainant for correction and signature.

Complaints can also be filed directly with the following agencies:

Federal Highway Administration
U.S. Department of Transportation Office of Civil Rights
HCR-20, Room E81-320
1200 New Jersey Avenue, SE
Washington, DC 20590
Email: CivilRights.FHWA@dot.gov

Texas Department of Transportation
Civil Rights Division
Attn: Title VI Program Manager
125 E. 11th Street
Austin, Texas 7870

After submitting a complaint, the complainant will receive correspondence informing them of the status of the complaint within ten (10) business days from the City of Hutchins or other agency receiving the complaint.

Complaints received by the City of Hutchins' Title VI Coordinator are forwarded to the TxDOT Office of Civil Rights (OCR). TxDOT OCR will forward the complaint to the FHWA Texas Division Office, along with a preliminary processing recommendation. The FHWA Texas Division Office will forward the complaint to FHWA Headquarters Office of Civil Rights (HCR).

FHWA HCR is responsible for all determinations regarding whether to accept, dismiss, or transfer Title VI complaints. There are four potential outcomes for processing complaints

- **Accept**: if a complaint is timely filed, contains sufficient information to support a claim under Title VI, and concerns matters under the FHWA's jurisdiction, then HCR will send to the complainant, the respondent agency, and the FHWA Texas Division Office a written notice that it has accepted the complaint for investigation.

- **Preliminary Review**: if it is unclear whether the complaint allegations are sufficient to support a claim under Title VI, then HCR may (1) dismiss it or (2) engage in a preliminary review to acquire additional information from the complainant and/or respondent before deciding whether to accept, dismiss, or refer the complaint.

- **Procedural Dismissal**: if a complaint is not timely filed, is not in writing and signed, or features other procedural/practical defects, then HCR will send the complainant, respondent, and FHWA Texas Division Office a written notice that it is dismissing the complaint.

- **Referral\Dismissa**l: if the complaint is procedurally sufficient but FHWA (1) lacks jurisdiction over the subject matter or (2) lacks jurisdiction over the respondent entity, then HCR will either dismiss the complaint or refer it to another agency that does have jurisdiction. If HCR dismisses the complaint, it will send the complainant, respondent, and FHWA Division Office a copy of the written dismissal notice. For referrals, FHWA will send a written referral notice with a copy of the complaint to the proper Federal agency and a copy to the USDOT Departmental Office of Civil Rights.

Complaints are not investigated by the City of Hutchins. FHWA HCR is responsible for investigating all complaints. FHWA HCR may also delegate the investigation to TxDOT OCR, who would then conduct all data requests, interviews, and analysis and create a Report of Investigation (ROI). TxDOT OCR will have sixty (60) business days from the date the investigation is delegated to prepare the ROI and send it to HCR. HCR will review the ROI and compose a Letter of Finding based on the ROI.

For further information about the FHWA investigation process and potential complaint outcomes, please visit the **Questions and Answers for Complaints Alleging Violations of Title VI of the Civil Rights Act of 1964**.

Complaint Log

The City of Hutchins maintains a complaint log to document all activity related to the complaint. Information captured includes:

- Complainant's name, and if provided, race, color, and national origin;
- Resident's name;
- Basis(es) of the discrimination complaint;
- Allegation(s)/Issue(s) surrounding the discrimination complaint;
- Date the discrimination complaint was filed;
- Date the investigation was complete;
- Disposition;
- Disposition date; and
- Other pertinent information.

Title VI Complaint Form

Section I:				
Name (first and last):				
Address:				
Home Phone:			**Cell Phone:**	
E-Mail Address:				
Accessible Format Requirements?	**Large Print**		**Audio Tape**	
	TDD		**Other**	
Section II:				
Are you filing this complaint on your own behalf?		Yes*		No
*If you answered "yes" to this question, go to Section III.				
If not, please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party:				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.		Yes		No
Section III:				

I believe the discrimination I experienced was based on (check all that apply):

Title VI: [ ] Race [ ] Color [ ] National Origin

Other (specify): _____

Date of Alleged Discrimination (Month, Day, Year): _____

Location of Alleged Discrimination:_____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.

_____

_____

_____

_____

Section IV

Have you previously filed a Civil Rights related complaint with the City of Hutchins?	Yes	No

Section V

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

[ ] Yes [ ] No

If yes, check all that apply:

[ ] Federal Agency: _____

[ ] Federal Court _____ [ ] State Agency _____

[ ] State Court _____ [ ] Local Agency _____

If marked Yes in Section V, please provide information about a contact person at the agency/court where the complaint was filed.

Name:

Title:

Agency:

Address:
Telephone:
Section VI
Name of agency complaint is against:
Contact person:
Title:
Telephone number:

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below

_____ _____

Signature **Date**

Please submit this form in person at the address below, or mail this form to:

Mamun Yusuf
Director of Public Works
City of Hutchins
321 N Main Street
Hutchins, TX 75141
971-225-6121 ext. 113
Email : myusuf@cityofhutchins.org

NOTE: Must be submitted as soon as possible but no later than 180 calendar days after the alleged violation.

Formulario de queja del Título VI

Sección I:				
Nombre (nombre y apellido):				
DIRECCIÓN:				
Teléfono de casa:		**Teléfono móvil:**		
Dirección de correo electrónico:				
¿Requisitos de formato accesible?	**letra grande**		**Cinta de audio**	
	TDD		**Otra**	
Section II:				
¿Está presentando esta queja en su propio nombre?		Sí*		No
*Si respondió "sí" a esta pregunta, pase a la Sección III.				
De lo contrario, proporcione el nombre y la relación de la persona por quien presenta la queja:				
Explique por qué ha presentado una solicitud en nombre de un tercero:				
Confirme que ha obtenido el permiso de la parte agraviada si presenta la presentación en nombre de un tercero.		Sí		No
Sección III:				

Creo que la discriminación que experimenté se basó en (marque todo lo que corresponda):

Título VI: [ ] Raza [ ] Color [ ] Origen Nacional

Otra especificar): _____

Fecha de la presunta discriminación (mes, día, año): _____

Ubicación de la presunta discriminación: _____

Explique lo más claramente posible qué sucedió y por qué cree que fue discriminado. Describa a todas las personas que estuvieron involucradas. Incluya el nombre y la información de contacto de las personas que lo discriminaron (si las conoce), así como los nombres y la información de contacto de los testigos. Si necesita más espacio, utilice el reverso de este formulario.

_____

_____

_____

_____

Sección IV

¿Ha presentado anteriormente una queja relacionada con los derechos civiles ante la ciudad de Hutchins?	Sí	No

Sección V

¿Ha presentado esta queja ante alguna otra agencia federal, estatal o local, o ante algún tribunal federal o estatal?

[ ] Sí [ ] No

En caso afirmativo, marque todo lo que corresponda:

[ ] Agencia Federal: _____

[ ] Corte federal_____ [ ] Agencia del estado_____

[ ] Tribunal estatal_____ [ ] Agencia Local_____

Si marcó Sí en la Sección V, proporcione información sobre una persona de contacto en la agencia/tribunal donde se presentó la queja.

Nombre:

Título:

Agencia:

DIRECCIÓN:
Teléfono:
Sección VI
Nombre de la agencia la queja es contra:
Persona de contacto:
Título:
Número de teléfono:

Puede adjuntar cualquier material escrito u otra información que considere relevante para su queja.

Firma y fecha requeridas a continuación

_____ _____

Firma **Fecha**

Envíe este formulario en persona a la dirección que aparece a continuación o envíelo por correo a:

Mamun Yusuf
Director of Public Works
City of Hutchins
321 N Main Street
Hutchins, TX 75141
971-225-6121 ext. 113
Correo electrónico: myusuf@cityofhutchins.org

NOTA: Debe presentarse lo antes posible pero a más tardar 180 días calendario después de la presunta infracción.

LIST OF TITLE VI INVESTIGATIONS, COMPLAINTS AND LAWSUITS

The **City of Hutchins** Title VI/Nondiscrimination Coordinator shall maintain a log of any external discrimination complaints or lawsuits filed naming the City of Hutchins, which alleges discrimination concerning Title VI concerns. The log shall include information on each complainant to include:

- The identity of the complainant
- The recipient
- The race, color, national origin, or other of the complainant
- The nature of the complaint
- The dates the complaint was filed
- A summary of the allegation
- The date the investigation was completed
- The disposition
- The date of the disposition, including whether the parties to a lawsuit have entered into a consent decree
- Any other pertinent information (such as age or disability)

USDOT Nondiscrimination Assurances and Appendices

The United States Department of Transportation (USDOT)
Standard Title VI/Nondiscrimination Assurances
DOT Order No. 1050.2A

The City of Hutchins (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.P.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.P.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory city hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and

Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally-assisted Department of Transportation programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.P.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Department of Transportation programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The City of Hutchins, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the City of Hutchins also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the USDOT access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the USDOT. You must keep records, reports, and submit the material for review upon request to USDOT, or its designee in a timely,

complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The City of Hutchins gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under all Department of Transportation programs. This ASSURANCE is binding on Texas, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in all Department of Transportation programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Hutchins

James Quin

James Quin, City Administrator

Dated 09/26/25

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or

b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the City of Hutchins will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the City of Hutchins all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the City of Hutchins and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the City of Hutchins, its successors and assigns.

The City of Hutchins, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the City of Hutchins will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of

1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to

enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the City of Hutchins pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, City of Hutchins will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the City of Hutchins will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Hutchins and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the City of Hutchins pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, the City of Hutchins will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the City of Hutchins will there upon revert to and vest in and become the absolute property of the City of Hutchins and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

• Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C.§ 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

• Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

• Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

• The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

• Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

• Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

• The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, or national origin);

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

PUBLIC PARTICIPATION PLAN

Sub recipients of federal financial assistance must provide an opportunity for public involvement and full access to the transportation decision making process in each stage of planning and development of a transportation project, It is essential that all segments of the population be afforded the opportunity to understand and articulate concerns with any project that affects them and their way of life.

The City of Hutchins welcomes and values public involvement. TXDOT and its recipients believe that well-designed, proactive public involvement improves its planning and policy efforts and ultimately leads to better decisions, better projects, and maximized, long-term public benefits. Creating long-term, sustainable systems requires our agency to embrace outside skills and knowledge, including input from the public. Advantages of enhanced public involvement include:

- Increased public collaboration. Citizen collaboration on projects benefits our agency's processes and outcomes, promoting public participation and respectful, productive dialogue.
- Decisions that better reflect diverse interests. Consulting with all identifiable interests helps the City of Hutchins better understand and reflect the full range of community values and livability standards.
- Early public involvement fosters better decision making and reduces costly project plan revisions and change orders.
- Increased public involvement results in more meaningful and better interactions between City personnel and citizens. This interaction aids everyone.
- The City of Hutchins proactively involves the stakeholders and the public and considers feedback received from stakeholders and the public.

The City of Hutchins embraces several specific goals:

- Provide for open and continual communication to incorporate public input into decision-making and inform the public of planning, program functions, project activities, designs, and construction.
- Implement a public involvement strategy to identify and use City of Hutchins resources to inform the public of activities and receive public input.
- Consult with other local, regional or state agencies in coordinating projects and solutions.
- Respond quickly and transparently to concerns expressed about City of Hutchins activities to educate the public.
- Review and update the public involvement strategy and process as needed, continually evaluate public outreach activity effectiveness, and use the results to improve the program.
- Ensure minorities and low-income populations have opportunities to participate in the public involvement process.
- Foster internal communication and training to promote public involvement process understanding and implementation.

Ongoing Efforts

- All information posted on the City website can be translated in nine languages through Google translate. Information on the website includes but is not limited to public meetings, budget information, events, programs, City information, policies, ordinances, activities, grants, guidelines, public safety and contact information.
- The City also has a calendar of events maintained on the public website, which includes information on public meetings being held.
- The City of Hutchins has webforms residents to submit questions or requests that once received, are sent to the correct department for further assistance.
- The City makes available to the public several sources of GIS data in the form of maps used in the planning process to enhance public understanding of proposed projects.
  The City of Hutchins will complete the Consolidated Plan every five years in order to receive federal Community Development Block Grant (CDBG) funds annually from the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan describes its efforts to ensure non- discrimination in its public participation process, to include addressing public comment. The City particularly encourages participation of persons with special needs and/or persons who are often underrepresented in the public process, e.g. low income, persons of color, non-English speaking persons, persons with disabilities, persons who are homeless. The Plan is implemented to ensure public input across all City services, including transportation needs.

Notification of Public Participation Activities

To promote inclusive public participation, the City of Hutchins will employ the following, as appropriate:

1. Provide for early engagement by the public.
2. To reach the broadest regional coverage, public meeting notices may be sent to newspapers.
3. For projects affecting a specific set of residents or businesses, direct mail outs to those individuals including owners and renters notifying them of upcoming public meetings to attend to provide their input.
4. Provide email addresses for project managers or ways to send in public input on the project or program.
5. Host public meetings, workshops, and other events designed to gather public input on program/project planning and construction.
6. Select accessible meeting locations and times (and varied geographically if applicable)
7. Employ different meeting sizes and formats as applicable
8. Use social media in addition to other resources as a way to gain public involvement
9. Use the City's webpage to inform the entire community of how it can access information and provide input.
10. Consider radio, television or newspaper ads on stations and in publications that serve LEP populations.
11. Consider expanding traditional outreach methods as needed by visiting ethnic stores/markets and restaurants, community centers, libraries, faith-based institutions, local festivals, etc.

12. The City sponsors, attends and participates in other community events to promote its services to the public.

LIMITED ENGLISH PROFICIENCY PERSONS ACCOMMODATIONS

As a recipient or sub-recipient of federal US DOT funding, the City of Hutchins is required to take reasonable steps to ensure meaningful access to our programs and activities by limited-English proficient (LEP) persons.

Limited English Proficient (LEP) persons is defined as persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. This includes those who have reported to the U.S. Census that they speak English less than very well, not well, or not at all.

The City of Hutchins's policy for engaging Limited English Proficient Individuals is to provide translation services to individuals who request them, if reasonable accommodations can be made. In addition, the City of Hutchins proactively identifies communities with high concentrations of Limited English Proficient persons and employs tactics and strategies to effectively engage them in the planning process.

The City of Hutchins Language Assistance Plan includes the following elements:

1. The results of the *Four Factor Analysis*, including a description of the LEP population(s), served.
2. A description of how language assistance services are provided by language
3. A description of how LEP persons are informed of the availability of language assistance service
4. A description of how the language assistance plan is monitored and updated
5. A description of how employees are trained to provide language assistance to LEP persons

Four Factor Analysis Results: LEP Populations Served

Item #1 – Four Factor Analysis Results: LEP Populations Served

One language meets the Safe Harbor threshold—Spanish. The City of Hutchins is home to 2,780 people (46.0% of the population) who speak Spanish at home. Based on the 2023 American Community Survey, about 27% of the population speaks English less than very well.

Item # 2 – Description of how Language Assistance Services are Provided, by Language

City of Hutchins has identified, developed, and uses the following:

a) Based on the limited population of Spanish speakers who also speak English less than very well, the City of Hutchins designates the following as Vital Documents which will be

translated to Spanish: Title VI Policy Statement, Title VI Notice to the Public, Title VI Complaint Form, and Title VI Complaint Procedures.

b) The City of Hutchins has many local agencies, organizations, law enforcement, colleges/universities, local school districts and social service agencies that are available to assist with its LEP responsibilities.
c) The City of Hutchins provides testing and a stipend to police officers and firefighters who are bilingual or multilingual who use their skills in the community.
d) Any other need for translated documents or interpretation services will be provided on an as-needed basis. That is, anyone requesting specific information in a non-English language will be provided it upon request. The agency will use its internal resources to meet this need, when available. Otherwise, the city will reach out to external partner agency resources, or hire a translator or interpreter as needed.
e) The City of Hutchins website has translation services available for Spanish by default. Google Translate can be utilized to translate into nine languages.
f) The City strives to hire bilingual employees in various public-facing departments and customer service roles.

Item #3 – Description of how LEP Persons are Informed of the Availability of Language Assistance Service

In order to ensure that LEP individuals are aware of the City of Hutchins language assistance measures, the City of Hutchins provides the following:

- Title VI Program including the Language Assistance Plan is made available on website and contains "If you need assistance or information in another language, please contact 979-209-5040. This message is provided in every language identified as meeting the safe harbor threshold which is currently just Spanish.
- Front line personnel in various departments are sought out during the hiring process to have Spanish speaking skills.

Item #4 – Description of how the Language Assistance Plan is Monitored and Updated

The City of Hutchins will continue to update the LEP plan as required by U.S. DOT. At a minimum, the Title VI Plan will continue to be reviewed and updated every three (3) years in conjunction with the Title VI submission and use data from the U.S. Decennial Census or the American Community Survey as available, or when it is clear that the concentrations of LEP individuals are present in the City of Hutchins.

Updates will include the following:

- The number of documented LEP person contacts encountered annually.
- How the needs of LEP persons have been addressed.
- Determination of the current LEP population in the City.
- Determination as to whether the need for translation services has changed.

- Determine whether the City of Hutchins has complied with the goals of this LEP Plan.
- Determine whether complaints have been received concerning the City of Hutchins's failure to meet the needs of LEP individuals.

Item #5 – Description of how Employees are Trained to Provide Language Assistance to LEP Persons

The following training will be provided to the City of Hutchins staff:

- Information on the City of Hutchins's Title VI Procedures and LEP responsibilities.
- Description of language assistance services offered to the public.
- Documentation of language assistance requests.
- How to handle or where to send a potential Title VI / LEP complaint.

Log of LEP Encounters

Date	**Time**	**Language Spoken By Individual** *(if available)*	**Name and Phone Number of Individual** *(if available)*	**Service Requested**	**Follow Up Required**	**Staff Member Providing Assistance**	**Notes**

LANGUAGE ASSISTANCE AND LIMITED ENGLISH PROFICIENCY

Individuals with Limited English Proficiency (LEP) are those who do not speak English as their primary language and have a limited ability to read, write, speak, or understand English as a result of their national origin. Under Title VI, these individuals may be entitled to language assistance with respect to a particular type of service, benefit, or encounter.

Per USDOT LEP guidance, as outlined on FHWA's Civil Rights website, recipients of federal funds arerequired to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. While designed to be a flexible and fact-dependent standard, the starting point is anindividualized assessment that balances the following four factors.

(1) **Number or proportion of LEP persons eligible to be served or likely to be encountered by the program**: The greater the number or proportion of LEP persons served or encountered, the more likely language services are needed. For the assessment to be accurate it must also include all communities that are eligible for services or are likely directly affected by the district's programs or activities, not only those that live next to a project.

(2) **Frequency with which LEP individuals come in contact with the program**: Consider how frequently encounters with LEP individuals may occur. Encounters with LEP individuals are documented by the district Title VI liaison in quarterly reports to the Civil Rights Division. Additionally, consider events or work projects in the next year, which may increase the frequency with which LEP encounters may occur.

(3) **Nature and importance of the program, activity, or service provided by the program to people's lives**: Some consideration should be given to TxDOT policies, programs, events and projects planned for the next year but generally the nature and importance of LEP encounters should be considered on a project-by-project basis.

(4) **Resources available to the grantee/recipient or agency, and costs**: TxDOT has both internal and external resources available to assist with translation and interpretation services. A general four-factor analysis will help anticipate and prepare for what may be needed; however meaningful four-factor analysis can only occur on a project-by-project basis. When preparing to publish a document, launch a campaign, hold a public meeting, etc., a focused four-factor nalysis should be conducted to determine what type of language assistance is needed

PRIMARY PROGRAM AREA DESCRIPTIONS & REVIEW PROCEDURES

Program Area and General Description	Title VI/Non-Discrimination Concerns and Responsibilities	Review Procedures for Ensuring Non-Discrimination
Right of Way: Issues public right of way permits for construction, transportation, business, and other activities. Coordinates relocation of citizens whose property has been acquired for a right of way.	Public right of way permits and relocations should not create unfair burdens. Collecting demographic data from property owners who may be subject to right of way activities. Ensuring property owners impacted by right of way activities are made aware of their right to be free from discrimination on the basis of race, color, or national origin under Title IV of the Civil Rights Act of 1964.	Reviewing permits and relocations to ensure nondiscrimination. Ensure demographic data is part of necessary right of way templates or forms. Ensure Title VI notice is consistently provided to property owners impacted by right of way activities.
Contracting: Develops and manages contracts and contracting opportunities, including specifications, bidding process, and contract execution.	Maintaining an open and fair bidding process for all contracts. Ensure Title VI Assurances appendices are included in contracts as specified within the assurances document.	Reviewing contracts for necessary Title VI language. Reviewing any available data on contract recipients to ensure nondiscrimination in contracting. Reviewing bidding procedures to ensure nondiscrimination and equal opportunity.
Planning: Short-term and long-term planning of transportation projects.	Ensuring comprehensive public participation to ensure all stakeholders have a chance to voice their opinions. Collecting demographic data from public engagement activities regarding demographics of public participants. Providing language access as needed.	Review planning decisions to ensure nondiscrimination. Reviewing public engagement activities periodically to determine whether engagement opportunities were offered to all communities. Documenting language access requests.
Public Engagement: Coordinates public engagement activities for planning and project development, as well as relationship-building engagement activities.	Comprehensive public participation to ensure all stakeholders have an opportunity to voice their opinions. Collecting demographic data from public engagement activities regarding demographics of public participants. Providing language access as needed. Disseminating Title VI information to the public to ensure they are aware of their rights to be free from discrimination.	Reviewing public engagement activities periodically to determine whether engagement opportunities were offered to all communities. Reviewing public engagement activities periodically to determine whether engagement opportunities were offered to all communities. Documenting language access requests.

Maintenance: Services roadways and right of ways, including, but not limited to, providing: Repair Signage Drainage Snow and ice removal	Ensuring no communities are subject to a disparate lack of maintenance services based on a protected class.	Reviewing resources provided to the community and determining whether any protected class communities have disproportionately benefited or been harmed by the delivery of maintenance services.

DATA COLLECTIONS AND ANALYSIS

Program Area	Type of Data Collected & Process for Collecting	Purpose for Collecting the Data)
Right of Way	Collecting demographic data from property owners who may be subject to right of way activities by including inputs for demographic data on the field title report form.	Ensuring right of way activities do not disproportionately affect individuals or groups based on a protected class status.
Contracting	Identifying contractors who are a: Disadvantaged Business Enterprise (DBE) Historically Underutilized Business (HUB) Small Business Enterprise (SBE)	Ensuring equal opportunity in contracting to all individuals and groups.
Planning	Reviewing data from the U.S. Census Bureau and other credible sources to determine demographic make-up of the local community.	Ensuring project impacts do not disproportionately impact any individuals or groups based on a protected class status.
Public Engagement	Reviewing data from the U.S. Census Bureau and other credible sources to determine demographic make-up of the local community. Providing demographic questionnaires to public engagement participants and including demographic questions in public surveys.	Ensuring communications and interactions with the public sufficiently reach all local demographics.
Maintenance	Reviewing maintenance activities by geography and demographic makeup of communities receiving the maintenance services	Ensuring no communities are subject to a disparate lack of maintenance services based on a protected class.

Potential sources of data and analysis tools include:

- Census Data
- Forms or Surveys from the public
- MPO Committees (e.g., Citizen Advisory Committees)
- Field Observations

PROGRAM VISIBILITY

Community Outreach is a requirement of Title VI recipients and sub-recipients shall seek out and consider viewpoints of minority and low-income populations in the course of conducting public outreach. Recipients have wide latitude to determine what specific measures are most appropriate and should make this determination based on composition of the affected population, the public involvement process, and the resources of the recipient.

The City of Hutchins does not have a formal outreach procedure in place however we have made the following community outreach efforts:

- Title VI plan will be located on the City of Hutchins's website for review and at the Atwell Public Library and the policy statement will be posted in the Municipal Office Building on the public notices board.
- The City of Hutchins's website can be translated into Spanish or other languages.
- City election notices are provided in Spanish.
- All City of Hutchins City Council meetings are open to the public and follow the Texas Open Meetings Act.
- Federal and State required employment notices are posted in the City's Human Resources Department and other high profile locations. All notices are posted in both English and Spanish.

PROVIDING ASSISTANCE TO AND MONITORING SUBRECIPIENTS

1. Does City of Hutchins provide funding to subrecipients?

   ☒ No, the agency does not have subrecipients.

The Community Development Department handles federals funds and they annually document all of that through the Consolidated Action Plan.

ANNUAL WORK PLAN AND ACCOMPLISHMENT REPORT PROCESS

1. The City's Title VI Plan will be communicated to each City department head who will review the plan with appropriate employees.
2. The City's Title VI Plan and Policy Statement will be published on the City's website. The Policy Statement will also be posted in conspicuous locations.
3. The City of Hutchins will provide language assistance when requested.
4. City department heads and select other employees will be trained and made aware of the LEP procedure and the Title VI complaint procedure.
5. The following data will be periodically collected and reviewed by the Title VI Coordinator and transmitted upon request to TXDOT:
    a. LEP Needs: Number of requests for language assistance formally requested and the outcome of the request.
    b. Complaints: Number of Title VI complaints received, nature of the complaints and resolution of the complaints.
    c. Right of Way / Eminent Domain: Number of such actions and diversity of individuals affected.

TRAINING

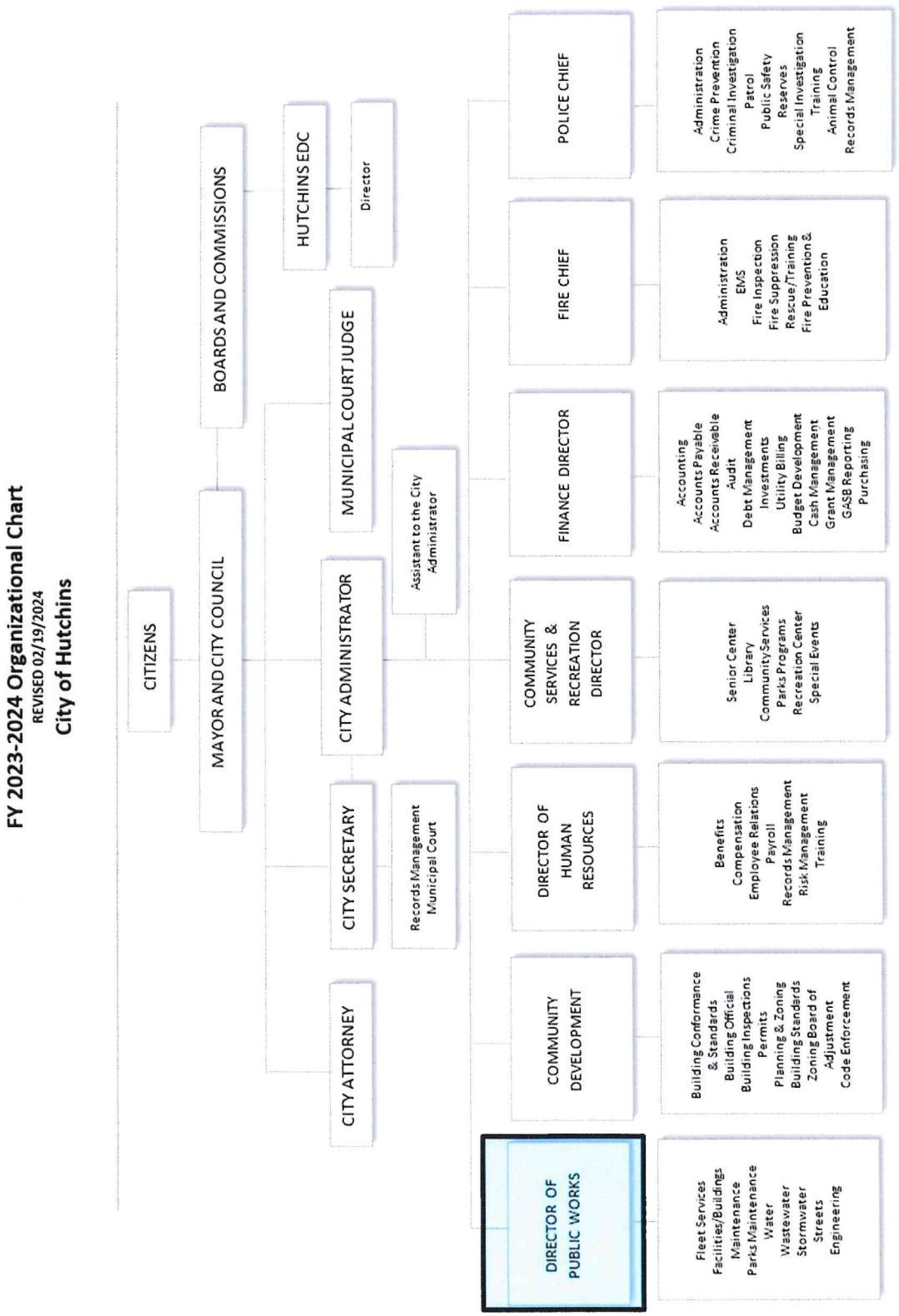
City of Hutchins will ensure that its staff understand Title VI of the Civil Rights Act of 1964 and how it may apply to their work. The following options are available for providing training:

Review of the City of Hutchins Title VI Plan

• Attendance at any available Title VI trainings provided by the Texas Department of Transportation, U.S. Department of Transportation or its applicable operating administrations, or the U.S. Department of Justice.

• Viewing the video Understanding and Abiding by Title VI of the Civil Rights Act of 1964 produced by the U.S. Department of Justice *City of Hutchins* will maintain records indicating that staff have received sufficient training on a periodic basis.

ORGANIZATIONAL CHART



4914-4805-4351, v. 1

STAFF REPORT

MEETING DATE:	October 20, 2025
MEETING TYPE:	City Council
SUBMITTED BY:	Cynthia Olguin
AGENDA CAPTION:	Discuss and consider an official ballot for election of the Region 13 director of TML Board of Directors. Presented by Cynthia Olguin

Background Information

TML consists of 15 Regions, and each has a seat on the Board of Directors. Region 13 currently has a open seat for the TML Board of Directors.

TML has included a list of candidates that were nominated to serve a two-year term on the TML Board of Directors. Each TML city is entitled to one vote to be cast by a majority of the city's governing body from the list of candidates listed below.

Please choose One candidate from the list below:

- Crystal Chism, Mayor Pro Tem, DeSoto
- Stanley Jaglowski, Councilmember, Lancaster (Incumbent)
- John Lopez, Councilmember, Grand Prairie
- Wes Mays, Mayor, Coppell

Budget Implications: N/A

Operational Impact: N/A

Legal Review: N/A

Staff Recommendation

Staff recommend council cast their vote for one candidate.

Supporting Documentation and Attachments

Official Ballot

Candidate Biographies

OFFICIAL BALLOT (Corrected 9/9/2025)

Texas Municipal League (TML) Region 13 Director Election

This is the official ballot for the election of the Region 13 director of the TML Board of Directors. You received this ballot because you are the city's primary contact person with TML. Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city's governing body. Please record your city's choice by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate.

The officials listed on this ballot have been nominated to serve a two-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. Central Time on October 23, 2025. Ballots received after this date cannot be counted. **The ballot must be properly signed and mailed to: Rachael Pitts, Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, TX 78754, or scanned and emailed to rpitts@tml.org. If the ballot is not signed, it will not be counted.**

Region 13 Director (select one)

☐ **Crystal Chism, Mayor Pro Tem, DeSoto**

☐ **Stanley Jaglowski, Councilmember, Lancaster (Incumbent)**

☐ **John Lopez, Councilmember, Grand Prairie**

☐ **Wes Mays, Mayor, Coppell**

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the city named below.

Witness my hand, this _____ day of _____, 2025.

_____ _____

Signature of Authorized Official Title

_____ _____

Printed Name of Authorized Official Printed Name of City

Region 13 Director Candidate Biographies Page 1 of 2



Crystal Chism, Mayor Pro Tem, DeSoto

Crystal Chism proudly serves the City of DeSoto as mayor pro tem and councilmember for Place 6, currently in her second term. A native of Dallas, Texas, she is a graduate of Dallas ISD's Skyline High School, class of 2001. Following graduation, she dedicated the next ten years to military service, both active duty and reserve, and is a proud combat veteran. She went on to earn an Associate of Arts degree from Mountain View Community College and a Bachelor of Business Administration in Management from the University of Texas at Arlington. On the DeSoto City Council, Chism serves as liaison to the Citizens Police Advisory Committee, Veterans Affairs Committee, DeSoto Rotary, and the North Texas Council of Governments Emergency Preparedness Planning Council. Her leadership extends beyond DeSoto through service on statewide and national boards and committees, including: Texas Municipal League Budget and Audit Committee member, Texas Association of Black City Council Members treasurer, Texas Municipal League Legislative Policy Summit delegate (2022, 2024), National League of Cities Federal Advocacy Community and Economic Development Committee member, National League of Cities REAL (Race, Equity, and Leadership) Council member, and Leadership Southwest Board of Directors member. Chism's dedication has been recognized with numerous honors, including the 2023 Community Service Award from TLOD, Inc. Trinity West Chapter, the 2024 Woman of the Year Award from Zeta Phi Beta Sorority, Inc., and the prestigious Texas Municipal League Certified Municipal Official (CMO) designation.



Stanley Jaglowski, Councilmember, Lancaster (Incumbent)

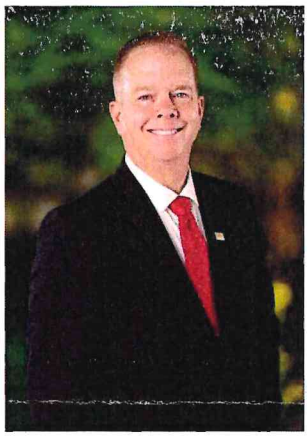
Councilmember Stanley Jaglowski has been proudly serving his community on the Lancaster City Council since 2011. His focus and committed involvement has led to many recognized and notable successes for himself and the City. Jaglowski continues to work on his Certified Municipal Officer (CMO) designation from TML since 2015. This designation, held by less than one hundred other Texas elected officials, is awarded to officials who commit time on enhancing their knowledge of governance roles and city government through a variety of educational opportunities. In both 2019 and 2025, Jaglowski earned the Texas Municipal League's prestigious "Award of Excellence" for maintaining five consecutive years of Certified Municipal Official (CMO) status—an achievement that brought statewide recognition to the City. He has served in various capacities across several boards and committees over the years, including Lancaster's Tax Increment Financing Reinvestment Zone (TIRZ) Board of Directors, the Nominating Committee for the Texas Association of Mayors, Councilmembers and Commissioners, the TML Resolutions Committee, the TML Municipal Policy Summit, the Lancaster Comprehensive Planning Committee, the Institutional Animal Care and Use Committee for Dallas College, the ERCOT Advisory Board, and the TML Broadband Advisory Committee. He was elected secretary of TML Region 13 in September 2019 and rose to vice president in February 2021. Today, he proudly serves as president and TML board director of TML Region 13, continuing his commitment to regional leadership and municipal excellence. Jaglowski is a dedicated public servant committed to a healthy, safe, and engaged community.

Region 13 Director Candidate Biographies Page 2 of 2



John Lopez, Councilmember, Grand Prairie

John Lopez represents Grand Prairie's Council District 4. He was first elected in June 2019 and was appointed to serve as mayor pro tem for 2023-2024. He currently serves as chair of the City Council Development Committee where they hear items from city staff on current, future and proposed construction, economic development, planning and zoning items and new business. Previously, he served as chair of the Council Public Safety, Health and Environment Committee. Lopez has served the public for many years prior to his election including on various City of Grand Prairie boards and commissions: Planning and Zoning Commission vice-chair and secretary, Zoning Board and Adjustments, Community Rating System Program Public Information Committee, Public Safety, Health and Environment Committee, City Council Development Committee, and Grand Prairie 2020 Census Committee. On the national level, Lopez was appointed to the National League of Cities Transportation and Infrastructure Services Committee in 2001 and was reappointed in 2023 and 2025. Additionally, he has served on the following community boards and commissions: Grand Prairie Independent School District Education Improvement Council, Grand Prairie ISD Bond Committee and Dream Weaver Foundation, Inc., Grand Prairie Cinco de Mayo Committee, League of United Latin American Citizens Council 22262, and the Hispanic Association for Culture and Education, Inc. He currently serves on Every Good Work of North Texas Advisory Board, National Association of Latino Elected and Appointed Officials (NALEO), the Association of Hispanic Municipal Officials (AHMO), and the National Legue of Cities Hispanic Elected Local Officials constituency group (HELO). Lopez has called Grand Prairie home for decades. He and his wife Michele have two amazing children and one grandchild. They attend Saint Michael the Archangel Catholic Church.



Wes Mays, Mayor, Coppell

Mayor Wes Mays was first elected to the Coppell City Council in 2012, was elected mayor in 2021, and is the 2025-2026 president of the Metroplex Mayors Association. His regional leadership extends to the executive board of the Circle 10 Council of Scouting America and the board of the DFW Airport. He served as president of both the Arbor Manors and Westbury Manor Homeowners Associations, is a graduate of Leadership North Texas, and participated in Coppell's Citizen Summit. Throughout his tenure, he has provided vital liaison services connecting the City to key partners, including Coppell ISD, North Central Council of Governments, Carrollton/Farmers Branch ISD, Lewisville ISD, and Metrocrest Community Clinic. Mays brings extensive technical and leadership expertise to his role. He holds a Bachelor of Science in Electrical Engineering from Texas A&M University and serves as an executive engineering manager specializing in advanced electronic design and strategic development. As a registered Professional Engineer, he holds multiple patents spanning Radio-Frequency Identification (RFID), radio frequency design, and communication systems. Mayor Mays is an Eagle Scout who has earned the prestigious Silver Beaver Award and District Award of Merit. As an Extra Class amateur radio operator (N5HK), he maintains active involvement in emergency communications. He shares his musical talents as a saxophonist with both the First United Methodist Church wind ensemble and the Coppell Community Orchestra. He is also a member of the General Society of Mayflower Descendants. Mayor Mays and his wife, Linda, have been married since 1984 and are proud parents of two Coppell High School graduates. Their son, Chris, works as a project engineer in Irving, while their daughter, Allison, works as a commercial real estate appraiser residing in Coppell. They also have one granddaughter. The Mays family are active members of First United Methodist Church in Coppell.

STAFF REPORT

MEETING DATE:	October 20, 2025
MEETING TYPE:	City Council
SUBMITTED BY:	Stacey Hickson
AGENDA CAPTION:	[Speakers for Station 2 Alerting System]
	Presented by: Capt Matthew Lehmann, EMS Captain

Background Information Last year we purchased the alerting system for Station 2. When they installed the system, they found out that the speakers were not compatible. We are purchasing updated speaker system so the Station Alerting will work properly

Budget Implications $10,458.60

Operational Impact This will correct the speaker system in Station 2

Legal Review N/A

Staff Recommendation Staff recommends the purchase of a new speaker system for our alerting system.

Supporting Documentation and Attachments Attached

US DIGITAL DESIGNS
by Honeywell

Quotation to:

The City of Hutchins, TX
Hutchins Fire Rescue

Project:

G2 Fire Station Alerting System

Components for Fire Station 2

Proposal number:

TX_HTNS008

Revision #

2

Pricing pursuant to the Master Price Agreement entered into between League of Oregon Cities (LOC) and USDD, and made available to members of the National Purchasing Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO, and dba **NPPgov - Contract #PS20350**. More information available at: https://nppgov.com/contract/honeywell/

Hutchins Fire Rescue is a member: M-5698410

Quote Date:

06-Jun-2025

Quote Expires:

4-Sep-2025

By:

Ed Hadfield (dwk)
Territory Manager II
US Digital Designs, Inc.
1150 W Grove Pkwy St #110
Tempe, AZ 85283
(682)-393-5624
Edward.Hadfield@honeywell.com
stationalerting.com

Installation by:

Installation not included in this proposal.

This proposal is subject to corrections due to errors or omissions

US DIGITAL DESIGNS

QUOTE

1150 W Grove Pkwy St #110
Tempe, Arizona 85283
877-551-8733 tel *480-290-7892 fax*

DATE: **6/6/2025**
Expires: **9/4/2025**

Quote SUBMITTED TO:
The City of Hutchins, TX
Hutchins Fire Rescue

REF PROPOSAL
TX_HTNS008 v2 **STATION-LEVEL**

STATION 02

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX_HTNS.FS02.FSA.2025.06.06

STATION SYSTEM LICENSES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea/Yr	USDD	**6**	**G2-APP-DLA**	**G2 MOBILE FSAS APP -** Single Device License. Up to 24 Licenses-Per-ATX are offered at $0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	$ 15.00	**$ 13.50**	**$ 81.00**	

STATION SYSTEM PERIPHERAL COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	**1**	AMP-70V	Audio Amplifier, External, Standard	$ 1,226.34	**$ 1,103.71**	**$ 1,103.71**	
	Ea	TBD	**1**	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	$ 91.20	**$ 82.08**	**$ 82.08**	
	Ea	USDD	**1**	**MR-2**	**G2 MESSAGE REMOTE 2** Module	$ 1,753.75	**$ 1,578.38**	**$ 1,578.38**	
	Ea	USDD	**11**	**SPK-LED-FM**	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	$ 374.00	**$ 336.60**	**$ 3,702.60**	
	Ea	USDD	**1**	**SPK-OAS**	**G2 SPEAKER - OmniAlertStrobe -** Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light	$ 1,575.00	**$ 1,417.50**	**$ 1,417.50**	
	Ea	USDD	**3**	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	$ 132.30	**$ 119.07**	**$ 357.21**	
	Ea	USDD	**3**	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	$ 373.75	**$ 336.38**	**$ 1,009.13**	

STATION SYSTEM SERVICES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	**1**	**ST-ES**	**Station Engineering / Design Services**	$ 833.33	**$ 750.00**	**$ 750.00**	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	**1.0**	**RS-1YR-STD**	**[STANDARD] 1st YEAR WARRANTY & SUPPORT**	$ 1,036.84	**$ 933.16**	no charge	

STATION 02		
	System:	**$ 10,081.60**
	Shipping:	**$ 377.00**
	Warranty & Support:	**$ -**
	Estimated Tax:	**$ -**
	STATION SUBTOTAL:	**$ 10,458.60**

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:
Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.
For FSAaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannnot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontrators where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed,included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway,conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furbished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

QUOTE

1150 W Grove Pkwy St #110
Tempe, Arizona 85283
877-551-8733 tel *480-290-7892 fax*

DATE: **6/6/2025**
Expires: **9/4/2025**

Quote SUBMITTED TO:
The City of Hutchins, TX
Hutchins Fire Rescue

REF PROPOSAL
TX_HTNS008 v2

Section Totals

SECTION TOTALS		
[UNLESS OTHERWISE NOTED, ALL PRICES ARE $US]		
STATION-LEVEL SUBTOTAL		**10,458.60**
Includes:	STATION 02 SYSTEM:	10,458.60
	STATION 02 WARRANTY & SUPPORT:	-
	STATION 02 ESTIMATED TAX:	-
Notes:	**Additional components for Fire Station 2** currently included in this proposal with installation not included.	

US Digital Designs System Total: $ 10,458.60

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

TERMS AND CONDITIONS OF USDD PRODUCT SALES

These U.S. Digital Designs, Inc. terms and conditions of sale ("Terms and Conditions") are effective March 1, 2022 (the **"Terms and Conditions Effective Date"**), and supersede all prior versions covering the sale of products and related services (collectively, **"Products"**, as defined more specifically below) by U.S. Digital Designs, Inc. (**"USDD"**). References to **"Customer"**, **"you"**, or **"your"** all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with USDD that specifically references these Terms and Conditions (collectively, the **"Agreement"**) set forth the entire agreement between the parties relating to your purchase of USDD Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

ORDERS. Orders (including any revised and follow-on orders) (each, an **"Order**") for USDD Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by USDD and shall include the following information: purchase order number; customer's legal name and billing address; Customer's shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. USDD's acknowledgment of its receipt of an Order shall not constitute acceptance of such Order. An Order is deemed to be accepted upon the earlier of (i) USDD's written acceptance or (ii) shipment of the Products specified in the Order.

Any conflicting, additional, and/or different terms or conditions on Customer's Order or any other similar instrument are deemed to be material alterations and are rejected and not binding upon USDD. USDD's acceptance of Customer's Order is expressly conditioned upon Customer's assent to the terms and conditions contained herein in their entirety. Customer's acceptance of delivery from USDD constitutes Customer's acceptance of these terms and conditions in their entirety.

REMITTANCES. All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by USDD.

QUOTE PRICING. This proposal expires 30 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.

PAYMENT.

4.1. **Invoicing & Payment**. USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.

4.2. **Payment Disputes**. Any disputes must be provided to USDD as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.

4.3. **No Set Off**. Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from USDD, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.

4.4. **Credit Card Payments**. All USDD quotes are developed for the Customer with the understanding the eventualany purchase of the Products listed thereon willwould be facilitated usingsubject to USDD's standard Purchase Order and Invoice process. If Ccustomer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.

SURCHARGES.

5.1. In addition to any Product repricing under Section 8.2, USDD may, from time-to-time and in its sole discretion, issue surcharges on new and existing Orders in order to mitigate and/or recover increased operating costs arising out of or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party content, labor and materials, (c) impact of government tariffs or other actions, and (d) any conditions that increase USDD's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "**Surcharges**"). Such Surcharges will not be considered a "price increase" as contemplated hereunder and will be effective upon notice to Customer. For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.

5.2. USDD will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, USDD may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.

CANCELLATION AND SUSPENSION. Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the Order.

TAXES. USDD's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "**Taxes**"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes USDD with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse USDD for any such payments made by USDD.

SHIPPING/DELIVERY/RISK OF LOSS.

8.1. **Delivery Liability**. Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. USDD and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.

8.2. **Future Delivery and Repricing**. USDD will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. USDD will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, USDD may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the USDD Products included in the Order. USDD will include any repricing in its final invoice related to the Order.

8.3. **Storage Fees**. If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay USDD a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order Customer has not taken delivery of the Products in the Order. USDD will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.

8.4. **Title & Risk of Loss**. Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) USDD's point of shipment ("USDD Dock") for all shipments (except that USDD is responsible for obtaining any export license), and (ii) F.O.B. USDD Dock for all domestic shipments. For shipments from a USDD Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. USDD shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

LIMITED WARRANTY. CUSTOMER'S EXCLUSIVE REMEDIES AND USDD'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF USDD, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT USDD'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON USDD UNLESS SET FORTH IN WRITING AND SIGNED BY A USDD AUTHORIZED REPRESENTATIVE.

9.1. **Product Warranty Terms**. Subject to the terms, conditions and limitations contained herein, and unless USDD has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), USDD warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "**Defects**") for 12 months from the date of shipment to Customer ("**Warranty Period**"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.

9.2. **Product Defects**. If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, USDD, at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the same USDD Fire Station Alerting System for which the warranty claim is made.

9.3. **Procedure for Warranty Claim**s.

9.3.1. Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at http://stationalerting.com/home/about-usdd/contact-usdd/. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

9.3.2. Customer shall be responsible for appropriately packing and shipping Products, to USDD for repair, and shall bear all risks and costs associated withof, shipping any Product to USDD for repairthe same. USDD shall be responsible for, and bear all risks and costs of, returning any Product to Customer after repair or replacement, but Customer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products. A replacement Product will be returned to Customer configured as it was when the Product was originally purchased, subject to applicable updates.

9.4. **Return Material Authorization Process**. If a Customer makes a warranty claim for a Product during the Warranty Period, the Customer shall provide USDD with the Product model and serial number and failure information to initiate the RMA process. Upon USDD's issuance of the RMA, USDD will send the replacement Product, shipped postage paid ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Product is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Product that the Customer is returning. The original Product must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number or which have not been properly packaged in USDD's shipping box to ensure that goods are not damaged due to improper packing and the shipping process. The original Product must be shipped back within 10 days of receiving the replacement. Failure to return the original Product, or failure to return in an appropriate manner, will cause Customer to incur a replacement charge equal to full market value of the replacement Product.

9.5. **No Fault Found**. USDD reserves the right to charge 50% of the standard repair price if the returned Product is found to have no defect covered by the Warranty. Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, USDD shall invoice Customer for the full market value of the replacement Product.

9.6. **WARRANTY EXCLUSIONS & DISCLAIMERS.**

9.6.1. USDD does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free. USDD further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.

9.6.2. USDD does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the Products unless USDD has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations.

9.6.3. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.

9.6.4. USDD cannot warrant nor support any system not using USDD-approved Uninteruptable Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.

9.6.5. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of USDD; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of USDD's control, including, without limitation, Customer's failure to apply required or recommended updatres or patches to any Software or Product; or (h) if any serial number has been removed or defaced.

LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS**. If USDD cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO USDD FOR THE PRODUCTS GIVING RISE TO THE CLAIM. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST USDD MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

SERVICE AGREEMENT. The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.

SOFTWARE PRODUCTS. All software Products delivered by USDD to Customer or for which USDD provides access, including, without limitation, USDD's mobile application software and Products with embedded software or firmware (collectively, "**Software**") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by USDD and Customer's fire station alerting system (the "**License**"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by USDD with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase a purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.

INTELLECTUAL PROPERTY: Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section,**"Intellectual Property**" means any and all rights of USDD related to USDD's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.

REMOTE ACCESS TO THE SYSTEM.

14.1. **Remote Access**. USDD requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide USDD support personnel VPN or similar remote network access to the Products for USDD support personnel ("**Customer Support**") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. USDD will only access Customer's Products with the knowledge and consent of Customer. USDD will not access any other systems or data.

14.2. **Alternative to Network Access**. If the Customer elects not to provide remote network access to the Products, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on USDD devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.

14.3. **Timely Access**. Customers much ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.

14.4. **Physical Security Tokens**. USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens, this may delay after hours service.

GOVERNING LAW. This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.

DISPUTE RESOLUTION/ARBITRATION. Before either USDD or Customer initiate any dispute resolution process related to the Agreement, they must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then USDD and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, to the extent such rules are not inconsistent with this Section, in the AAA's Phoenix regional office by a single, neutral arbitrator. Discovery may be conducted either upon mutual consent of the parties or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is preserved. The arbitrator shall permit dispositive motions and issue a written decision sufficient to explain the essential findings and conclusions and may award damages. Any award rendered by the arbitrator will be final and binding upon USDD and Customer, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. USDD and Customer expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

FORCE MAJEURE. Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, USDD may provide notice to Customer that it is cancelling its Order.

ACCEPTANCE OF TERMS. This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that these Terms and Conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.

SEVERABILITY. In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.

WAIVER. The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

NO JOINT VENTURE. The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

STAFF REPORT

MEETING DATE:	October 20, 2025
MEETING TYPE:	Regular Council Meeting
SUBMITTED BY:	Steve Perry
AGENDA CAPTION:	[Speed limit change Lancaster Hutchins Rd.] Presented by: [Steve Perry, Police Chief]

Background Information

On June 5, 2025, The City of Hutchins requested Kimley-Horn to evaluate a traffic control analysis for the intersection of W. Wintergreen Road at Lancaster Hutchins Road. This memorandum serves as documentation of the analysis and recommendations.

Budget Implications

New Signage

Operational Impact

Reduces speed limit from 50 MPH to 45 MPH on Lancaster Hutchins Rd. approaching new residential development and at the intersection of Lancaster Hutchins and Wintergreen Rd. approaching the new four-way stop.

Legal Review

Joe Gorfida approved of the ordinance changes.

Staff Recommendation

Approve ordinance altering the speed limits on Lancaster Hutchins Rd.

Supporting Documentation and Attachments

Section 12.03.035 titled “Speed Limit on Specific Streets and Roads”

Traffic Impact Analysis

CITY OF HUTCHINS, TEXAS
ORDINANCE NO. 2025-10-1217

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12 TITLED "TRAFFIC AND VEHICLES" BY AMENDING DIVISION 2 TITLED "SPEED LIMITS" BY AMENDING SECTION 12.03.035 TITLED "SPEED LIMIT ON SPECIFIC STREETS AND ROADS" TO AMEND THE PRIMA FACIA SPEED LIMIT ON LANCASTER-HUTCHINS ROAD; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS ($200.00); 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 12 "Traffic and Vehicles" of the Code of Ordinances of the City of Hutchins, Texas, be, and the same is hereby amended by amending Division 2 titled "Speed Limits" by amending Section 12.03.035 titled "Speed Limit on Specific Streets and Roads", to read as follows:

"CHAPTER 12
TRAFFIC AND VEHICLES

. . .

Division 2 Speed Limits

. . .

§ 12.03.035 **Speed limit on specific streets and roads**

(a) The speed limits on all streets are thirty (30) miles per hour within the city limits with the following exceptions:

. . .

Streets	Extents	Speed
. . .		
Lancaster-Hutchins Rd.	From intersection of North Main (Miller's Ferry Rd.) southwest to two thousand (2000) feet southwest of Palestine St. intersection	40
AMEND: Lancaster-Hutchins Rd.	From a point two thousand (2000) feet southwest of Palestine St. southwest to city limits line at Wintergreen Rd.	45
. . ."		

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 Two Hundred Dollars ($200) for each offense.

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

IT IS ACCORDINGLY SO ORDAINED.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ON THIS THE 20th DAY OF OCTOBER 2025.

CITY OF HUTCHINS, TEXAS

_____
Mario Vasquez, Mayor

ATTEST:

_____
Cynthia Olguin, City Secretary

APPROVED AS TO FORM:

_____
Joseph J. Gorfida, Jr., City Attorney
(09-24-2025:4906-9420-1964, v. 1)

STAFF REPORT

MEETING DATE:	October 20, 2025
MEETING TYPE:	City Council Meeting
SUBMITTED BY:	Karen Steward
AGENDA CAPTION:	Event Center Rental Policy
	Presented by: Karen Steward, HR Director

Background Information

The City of Hutchins adopted Ordinance 2025-04-1207 amending the Code of Ordinances to include provisions and regulations for the public to rent certain municipal facilities. A detailed policy is required to appropriately execute the aforementioned Ordinance which provides specific regulations including the responsibilities of the renter and reservation processes.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

Reviewed by Joe Gorfida.

Staff Recommendation

Staff recommend the council pass this resolution.

Supporting Documentation and Attachments

Schedule “A” Event Center Rental Policy

CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R 2025-10-1291

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ADOPTING AN EVENT CENTER RENTAL POLICY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutchins adopted Ordinance 2025-04-1207 amending the Code of Ordinances to include provisions and regulations for the public to rent certain municipal facilities; and

WHEREAS, a detailed policy is required to appropriately execute the aforementioned Ordinance; and

WHEREAS, the policy provides specific regulations including the responsibilities of the renter and reservation processes; and+

WHEREAS, the City Council finds that it is in the public interest to adopt the Event Center Rental Policy.

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

SECTION 1. The City Council hereby approves the establishment and adoption of the Event Center Rental Policy attached hereto as Exhibit "A."

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 20th day of October 2025.

CITY OF HUTCHINS, TEXAS

_____
Mario Vasquez, Mayor

ATTEST:

_____
Cynthia Olguin, City Secretary
(10-14-2025: 4897-6468-9779, v. 1)

EXHIBIT "A"

Event Center Rental Policy

This Event Center Rental Policy pertains to leasing the Event Center located within the Hutchins City Hall building. The purpose of this policy is to ensure that 1) Members of the public have equal access to reserving the facilities; 2) Guidelines are provided to ensure uniform administrative processes; and 3) Attention is given to the use of City resources and infrastructure necessary to maintain orderly and safe events without damage to public property.

RESERVATION REQUIREMENTS

Requirements

- Reservations are accepted on a first-come, first-serve basis.
- Reservations must be made by an adult at least 21 years of age. All persons signing the Facility Rental Contract shall be liable and responsible for any problems and damages that occur during the rental period.
- All fees, facility rental and damage deposit, must be paid in full at the time of the reservation.
- No person, firm, or corporation shall use any space or the facilities at the Hutchins Event Center without completing a Facility Contract.
- In the event of scheduling conflicts or upon occasions when a more extensive use of the facilities can be scheduled, the city reserves the right to give the renting party thirty (30) days notification and to fully refund any fees and deposits paid by the renting party for the cancelled events. This applies to City of Hutchins sponsored activities, and only if other accommodations are unavailable.
- Groups having reservations at the facilities shall be permitted to use only the areas designated to them at the time the reservation was confirmed. There shall be no tables/chairs/signs/equipment etc. placed in the hallway/foyer area of the facility.
- No group shall schedule an event which will have a larger attendance than the posted maximum occupancy of the area they have rented.
- A Facility Rental Check-In/Check-Out Sheet must be filled out by a Facility Attendant prior to and following each reservation and must be signed by the reserving party. All rentals are requested to notify a Facility Attendant when they have completed use of an area in order to commence the Check-In/Check-Out procedure. Failure to check out with staff will result in forfeiture of deposit.
- All money is deposited on a daily basis. This includes the damage and the rental fees.

Cancellation and Refund Policy

The City of Hutchins (COH) Cancellation and Refund Policy is designed to ensure customer satisfaction by providing clearly defined time periods for customers who are unable or unwilling to continue participating in a COH program or reservation for any reason.

- A Refund Request Form must be provided for any request for a refund.

- Any refund payments originally made by cash, check or money order will be paid by a check issued within 30 days.
- Online transaction fees are non-refundable.
- A $25 administrative fee will be accessed to a cancelation booked.

Cancellation of Service made by COH

Participants may receive a full refund for fees paid for a reservation or special event due to cancellations made by COH. Prorated fees and service fees will not be applied.

Refund for a Reservation

Please refer to the refund schedule table below:

61+ calendar days' notice of cancellation	80% of rental fee charges will be returned
31-60 calendar days' notice of cancellation	50% of rental fee charges will be returned
30 calendar days' notice of cancellation	0% of rental fee charges will be returned

COH reserves the right to change refund policies and procedures without notice.

Violations

- The COH reserves the right to refuse any individual or group the privilege of using the facilities due to abuse of any facility policies.
- Parking in fire lanes is prohibited. Renters are allowed to use the designated parking areas for loading and unloading items.
- Renters who abuse facility policies will be subject to losing their Damage Deposit. The renter may also be subject to paying other assessed fees associated with the damage incurred to City property and will be denied further use of the facility.
- Renters failing to vacate the building by the end of their rental period will forfeit their Deposit.
- Renters shall comply with all laws: federal, state, and local. This includes the City of Hutchins Police and Fire Departments. Failure to comply with any and all policies will result in loss of Damage Deposit and/or cancellation of contract.
- Returned Check Policy – Any returned checks on a damage deposit or rental fee will result in a $30 service fee. **Upon receipt of a returned check, any and all reservations will be immediately cancelled.**

Prohibited Items & Activities

- Commercial solicitation and transactions are prohibited (i.e. selling merchandise, admission fees, gambling, fundraising).
- The serving of alcoholic beverages for on-premises possession and consumption is strictly prohibited. **Presence of alcohol on the property is grounds for immediate shutdown of your rental.**
- Smoking/vaping and controlled substances are prohibited on the premises and within 30 feet of the entrances.
- Firearms are prohibited except as authorized by law.
- Sidewalk chalk, confetti eggs, glitter, piñatas, and water balloons are prohibited.

FACILITY AND GROUNDS USAGE

General Use Stipulations

- Any group using the facility agrees to assume all responsibility for any injuries or damages beyond normal wear (as determined by the City) incurred as a result of their usage.
- NO personal or rented property shall be left, before rental time frame, after rented time frame or overnight.
- NO personal or rented property shall be delivered to the Event Center outside of the rented time frame. The renter must be present for all deliveries.
- Everyone entering the facility shall wear proper attire. Improper attire consists of, but is not limited to, swimsuits, and lack of shirt, lack of shoes. Anyone entering the facility improperly attired shall be asked to leave by the facility manager or his/her designated representative.
- Gambling and loitering are NOT PERMITTED within the facilities. This includes the parking lot and areas surrounding the Event Center.
- Smoking or any other type of tobacco products is NOT PERMITTED inside the Event Center. There are designated areas surrounding the Event Center.
- Consumption or possession of alcohol is NOT PERMITTED inside the Event Center or surrounding areas.
- Grilling is prohibited on the premises.
- Individuals are prohibited from touching, sitting, or climbing on art in place.
- All minors must be accompanied by an adult.
- No person renting the Event Center will be permitted to sublet or sub-rent the Event Center to any other person.
- No tables or chairs may be removed from the Event Center.

Specific Use Requirements – Animals and Pets

Animals and pets are not permitted in the facilities except in cases of the physically impaired or other special activities. The Event Manager **must** approve special activities involving animals and pets.

Specific Use Requirements – Clean Up

- Renters are required to clean their rented area and check out before the end of the rented time frame.
- In order to protect your Damage Deposit, the room should be left as it was found.
- All food, beverages, and decorations should be thrown away in trash receptacles.
- The trash bags must be tied up and taken to the dumpster before the end of the time frame rented.
- The renter must remove all personal or rented equipment before the end of the time frame rented.
- The Facility Attendants will provide all cleaning materials.
- Clean-up may be monitored by the Facility Attendants prior to check-out.

Specific Use Requirements – Decorations

To avoid damage to the walls or ceilings, the following decorating guidelines must be followed.

- Tape, glue, nails, tacks, screws, or any other material used for affixing items/material on the walls is strictly prohibited.
- No open flames are permitted, only flameless candles are allowed on the premises, for decorative purposes, for reception tables, etc.
- Do not hang any decorations from the ceilings.
- Wedding parties are prohibited from throwing rice, birdseed, or confetti. Birdseed may be thrown outside the Event Center.
- Failure to adhere to the above will result in the loss of the renter's Damage Deposit.

Specific Use Requirements – Entertainment

The use of DJ's and any other live entertainment requires the renter to reserve both sides of the Event Center. This includes, but is not limited to:

- Any type of microphones
- Musical instruments
- Amplified sound

Noise that is disturbing to other reservations **will not** be tolerated – the reservation will be asked to leave with **no refund**.

Specific Use Requirements – Catering Kitchen Use

- The kitchen must be reserved as part of a rental contract only when the entire Event Center is not reserved.
- Sharing the kitchen between renting parties **is not** allowed.
- No food or beverages should be left in the kitchen area after your event is complete (this includes the refrigerator and cabinets).
- The kitchen area should be cleaned prior to checkout. Failure to do so results in loss of Damage Deposit.

Specific Use Requirements – Time Frames

- Your time starts at the specified time of your rental. The time frame includes your set up time, event time and clean up/break down time.
- You may not enter the facility or check out past the time stated on your rental contract.
- You must be cleaned up and out of the room by the specified time. **Failure to do so will result in loss of Deposit.**
- 4897-6468-9779, v. 1

STAFF REPORT

MEETING DATE:	October 20, 2025
MEETING TYPE:	City Council Meeting
SUBMITTED BY:	Karen Steward
AGENDA CAPTION:	Ordinance Amending Appendix A “Fee Schedule”
	Karen Steward, HR Director

Background Information

The City of Hutchins adopted a resolution adopting an Event Center Rental Policy. The Code of Ordinances must be amended to add the new fee schedule.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

Reviewed by Joe Gorfida.

Staff Recommendation

Staff recommends passing the Ordinance amending the fee schedule.

Supporting Documentation and Attachments

Appendix A – Amending the Fee Schedule

CITY OF HUTCHINS, TEXAS
ORDINANCE 2025- 2025-10-1218

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX A TITLED "FEE SCHEDULE" BY ADDING A NEW SECTION A1.010 TITLED "EVENT CENTER FEES" TO SET FORTH FEES FOR THE EVENT CENTER; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That the Code of Ordinances of the City of Hutchins, Texas, is hereby amended by amending Appendix A titled "Fee Schedule" by adding a new Section A1.010 titled "Event Center Fees", to read as follows:

APPENDIX A

"FEE SCHEDULE

. . .

Division 2
SPECIAL EVENTS

Adding:

"§ A1.010 **Event Center Fees.**

Any person desiring to rent the Event Center shall pay the following fees:

(a) Rental Fees

	Hutchins Resident	**Non-Resident**
Half Room (1200-sq ft)	$ 250.00/hour*	$ 400.00/hour*
Full Room (2400-sq ft)	$ 300.00/hour*	$ 450.00/hour*
Deposit Required	$ 500.00	$ 500.00
Cleaning Fee	$ 300.00	$ 300.00

*Minimum of three (3) hours required

(b) Damage Fees

	Damage Charges
Main Room	
Walls	$500 and up
Floor	$500 and up
Trash Receptables	$850 each
Tables (round)	$350 each
Tables (oblong)	$275 each
Chairs	$400 each
Window(s)	$1,500 and up
Monitors	$500 and up
Stainless Table	$600
Console Table	$2,600
Podium	$2,200
Catering Kitchen	
Microwave	$250 each
Coffee Maker	$1,350
Counters	$500 and up
Floor	$500 and up
Warming Drawers	$3,000 each
Commercial Refrigerator	$4,000
Sink	$500 and up
Restrooms	
Trash Cans	$200 each
Floors	$500 and up
Sink	$500 and up
Dispensers	$300 and up

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

Section 3. That should any sentence, paragraph, subdivision, clause, phrase or Section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

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

Section 5. That this ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

IT IS ACCORDINGLY SO ORDAINED.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THIS THE 20th DAY OF OCTOBER 2025.

CITY OF HUTCHINS, TEXAS

_____
Mario Vasquez, Mayor

ATTEST:

_____
Cynthia Olguin, City Secretary

APPROVED AS TO FORM:

_____
Joseph J. Gorfida, Jr., City Attorney
(10-14-2025: 4910-6479-2947, v. 1)