



**CITY OF HUTCHINS
CITY COUNCIL MEETING
AGENDA**

**Monday, July 15, 2024 at 6:00 PM
City Hall, 321 N. Main Street**

According 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, July 15, 2024, with a Work Session at 6:00 p.m. and a Regular Session at 6:30 p.m. at Hutchins City Hall Council Chambers, 321 N. Main Street, Hutchins, Texas, at which time the following items will be discussed and considered.

City Council Members

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

A. WORK SESSION

1. a. Finalize Recreation Center/Library Space Program
b. Plan of Finance, presented by Jim Sabonis, Hilltop Securities

B. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

C. INVOCATION AND PLEDGE OF ALLEGIANCE

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

2. Consider authorizing the City Administrator to approve a Professional Service Agreement with North Texas Urban Services LLC. To assist with property acquisition.

F. PRESENTATIONS

3. Introduction of Police Department new hires: Markece Kennerson, Desirre Woullard, Brandon Birdsong, Stephanie Wilkerson.

G. PUBLIC HEARINGS

4. Conduct a Public Hearing to receive public comments on the proposed Comprehensive Plan for the City of Hutchins and to consider a recommendation for approval of the Comprehensive Plan by the Planning and Zoning Commission.
5. Open Public Hearing and receive comments
6. Consider approval of Ordinance 2024-07-1193 OF THE CITY OF HUTCHINS, TEXAS, ADOPTING THE 2024 COMPREHENSIVE PLAN FOR THE CITY; DIRECTING USE OF THE NEW COMPREHENSIVE PLAN IN CONSIDERATION OF FUTURE DEVELOPMENT DECISIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

H. 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.*

7. Consider and discuss locating either a magnet, academy or similar school in the City of Hutchins. This item was placed on the agenda by Council Member Didehbani.
8. Discuss and consider the Old Police Building to Animal Shelter conversion. Presented by Mamun Yusuf
9. Discuss and consider nominations to the Board of Trustees of the Texas Municipal League Intergovernmental Risk Pool. Presented by: Cynthia Olguin

I. EXECUTIVE SESSION

10. Pursuant to Texas Government Code Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person. Potential property sites for the Recreation Center and Library

J. RECONVENE INTO REGULAR SESSION

11. Take action, if any, as a result of the Executive Session:
 - a. Deliberation Regarding Real Property: Potential property sites for the Recreation Center and Library

K. ITEMS OF COMMUNITY INTEREST

12. Atwell Public Library Board Meeting - Tuesday, July 16, 2024 at 6:30 p.m. City Hall Council Chamber, 321 N. Main St., Hutchins.

Planning and Zoning Commission Meeting, Thursday, July 18, 2024, at 6:00 p.m. City Hall Council Chamber, 321 N. Main St., Hutchins

Regular City Council Meeting, Monday, August 5, 2024 at 6:30 p.m. City Hall Council Chamber, 321 N. Main St., Hutchins

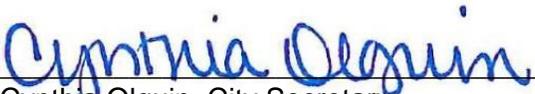
Parks and Recreation Board, Tuesday, August 6, 2024 at 6:30 p.m. City Hall Council Chamber, 321 N. Main St., Hutchins

Called City Council Meeting, Monday, August 12, 2024 at 6:30 p.m. City Hall Council Chamber, 321 N. Main St., Hutchins

L. ADJOURN

CERTIFICATION

I certify that a copy of the July 15, 2024, 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, per Chapter 551 of the Texas Government Code. Posted on July 12, 2024, before 6:00 p.m.


Cynthia Olguin, City Secretary



ACCESSIBILITY STATEMENT

The meeting location is wheelchair accessible from the front door. Request for special services must be received at least 48 hours in advance of the 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

advance by the City in writing for acquisition (in the City’s sole and absolute discretion) regardless of whether or not the property is initially identified by NTXUS or the City (“Approved Property”).

1.3. **Contract for Properties.** Once approved by City, NTXUS shall diligently pursue negotiation and execution of a purchase contract for an Approved Property with NTXUS, or its designated entity, as purchaser pursuant to a standard Texas Real Estate Commission form agreement; provided, however, other forms of purchase agreements may be used if reviewed and approved by the City Attorney in advance. No contract for an Approved Property shall be for a purchase price exceeding the purchase price approved by City, as applicable, in writing.

1.4. **Approval.** Approval for the purchase of a property may be granted by the City Administrator, or authorized designee of the City from time to time in writing, subject to City Council approval.

1.5. **Funding.** City agrees to provide funds to the title company at closing to fund the purchase price and all of purchaser’s closing costs relating to the purchase of each Approved Property (the “Purchase Funds”). Upon delivery of the Purchase Funds to the title company, NTXUS, and/or its acquisition entity, shall become irrevocably obligated to convey to the City indefeasible fee simple title to the Approved Property not later than ten (10) business days after completion of the demolition and/or remediation of the Approved Property, as applicable, by special warranty deed, free and clean of all liens and encumbrances, but subject to all existing easements and prior conveyances of oil, gas and other minerals appearing of record in the real property records of Dallas County, Texas.

1.6. **Contracts Entered by NTXUS Pending Designation of Approved Property.** NTXUS understands, acknowledges, and agrees that NTXUS acts at its sole risk if NTXUS enters a purchase contract for a property which is proposed to be an Approved Property, but which has not been designated by the City as an Approved Property in accordance with Section 1.2 herein. The City shall be under no obligation to provide Purchase Funds for a property which has not been designated by the City as an Approved Property in accordance with Section 1.2 herein.

17. **Current Year Property Taxes.** City shall be responsible for the payment of real property taxes due for the current year in which an Approved Property is purchased, including, but not limited to, the period of time between closing on the purchase of the Approved Property by NTXUS and conveyance of the Approved Property to the City.

**Article II
Compensation**

2.1. **Sales Commission.** For the services provided pursuant to this Agreement, NTXUS (or its designated broker affiliate) shall receive at closing on the purchase of an Approved Property either (a) if the Approved Property was listed and being offered for sale prior to entering the purchase contract, the stated/offered commission rate for the Approved Property; or (b) four percent (4%) of the purchase price for Approved Properties that were not listed for sale (“Sales Commission”). NTXUS shall attempt to negotiate each contract for purchase of an Approved Property such that seller is responsible for payment of the Sales Commissions from seller’s

proceeds. However, if NTXUS is unsuccessful in such endeavor, NTXUS shall advise the City Administrator , or designee, prior to signing the contract to purchase the Property, in which case, the City agrees to pay the Sales Commission to NTXUS (or its designated broker affiliate) if the City Administrator, or designee, fails to reject the contract provision.

2.2. **Expenses.** City agrees to reimburse NTXUS for its reasonable and necessary actual out of pocket expenses incurred in pursuit of an Approved Property not later than thirty (30) calendar days following written request therefor; provided said expense reimbursement request is accompanied by reasonably detailed substantiation of such expenses or such other documentation as deemed necessary in the City’s sole and absolute discretion.

**Article III
Term; Exclusive Agreement**

3.1 **Term.** This Agreement shall become effective on Effective Date and shall continue until such time that either Party gives at least thirty (30) calendar days prior written notice to the other Party of the date this Agreement shall terminate.

3.2 **Exclusive Agreement.** City agrees that it shall not hereafter enter into an agreement with any third party to provide to the City the same or substantially similar services provided by NTXUS pursuant to this Agreement.

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

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

4.2 NTXUS shall furnish, at its sole cost and expense, any and all facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement, unless otherwise provided herein.

**Article V
Miscellaneous**

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

5.2 **Assignment.** NTXUS may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by NTXUS to which the City

have consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

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

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

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

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

5.7 **Independent Contractor.** It is understood and agreed by and between the Parties that NTXUS, in satisfying the conditions of this Agreement, is acting independently, as an independent contractor for all purposes, and that the City does not assume any responsibility or liabilities to any third party in connection with these actions. All services to be performed by NTXUS pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. NTXUS shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

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

If intended for City, to:

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

With a copy to:

Joseph J. Gorfida, Jr.
Nichols | Jackson
500 North Akard
1800 Ross Tower
Dallas, Texas 75201
Phone: (214) 965-9900
jgorfida@njdhs.com

If intended for NTXUS:

North Texas Urban Services
Attn: Stephen Paz, Principal
7400 Gaylord Parkway
Frisco, Texas 75034
stevep@ntxus.com

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

5.10 **Insurance.** NTXUS shall during the entire term hereof maintain in full force and affect a policy of automobile liability insurance covering any vehicles owned and/or operated by NTXUS, its officers, agents, and employees, and used in the performance of this Agreement.

5.11 INDEMNIFICATION AND HOLD HARMLESS. TO THE FULLEST EXTENT PROVIDED BY LAW, NTXUS HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS RESPECTIVE OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, DIRECTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “INDEMNIFIED PARTY”) FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, LIENS, INJURIES, DAMAGES, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES) TO THE EXTENT ARISING FROM NTXUS’ NEGLIGENCE IN THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THIS INDEMNIFICATION SHALL NOT EXTEND TO ANY LIABILITY, CLAIM, LIEN, INJURY, DAMAGE, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES) ARISING FROM OR IN ANY MANNER CONNECTED WITH ANY WILLFUL ACT OR OMISSION OF THE INDEMNIFIED PARTY. THIS INDEMNIFICATION OBLIGATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5.12 **Dispute Resolution; Legal Expenses.** In the event a dispute arises between the Parties to this Agreement, it is hereby agreed that the Parties shall endeavor to resolve such dispute via mediation before resorting to litigation in a court of competent jurisdiction. In the event that legal action is taken by either Party to enforce any rights or remedies under this Agreement, it is hereby agreed that the successful or prevailing Party shall be entitled to receive any costs, disbursements, and reasonable and necessary attorneys’ fees.

5.13 **Default; Remedies.** Failure of either Party to timely comply with or perform any term, obligation, covenant, or condition contained in this Agreement shall be an event of default. Upon the occurrence of an event of default hereunder, the non-defaulting parties shall give written notice to the other parties of any default, and the defaulting party shall have thirty (30) calendar days to completely and adequately cure said default. Should said default remain uncured, the non-

defaulting parties shall have the rights and remedies as specified under this Agreement and applicable law, the right to terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event of default, and all of such rights and remedies (both at law or in equity) shall be considered cumulative.

5.14 **Waiver.** The failure of any Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of any Party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

5.15 **Acknowledgement.** The Parties represent and warrant that they fully and completely understand the terms and conditions of this Agreement, and, with this full and complete understanding, voluntarily enter into this Agreement as evidenced by signing and executing it below. The Parties also represent and warrant that they are legally competent to execute this Agreement and that they do so voluntarily and of their own free will and accord without reliance on any representations of any kind or character not expressly set forth herein.

5.16 **Drafting Provisions; Interpretation.** This Agreement shall be deemed to have been drafted equally by each Party hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are inserted for the conveniences of the Parties only and, accordingly, are not intended to be used in construing this Agreement.

5.17 **Binding Authority.** The Parties warrants and represents that the individual executing this Agreement on each Party’s behalf has full authority to execute this Agreement and bind it to the same.

EXECUTED this _____ day of _____, 2024.

City of Hutchins, Texas

By: _____
James W. Quin, City Administrator

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(07-11-2024: 4860-1837-2815)

EXECUTED this _____ day of _____, 2024.

North Texas Urban Services

By: _____
Stephen Paz, Broker & Principal

4860-1837-2815, v. 1



STAFF REPORT

MEETING DATE: July 15, 2024

MEETING TYPE: City Council

SUBMITTED BY: Tim Rawlings

AGENDA CAPTION: Public Hearing on the 2024 proposed Comprehensive Plan by:
Tim Rawlings

Background Information

- January 2022 City Council appointed members to the Comprehensive Plan Committee.
- In March of 2022 the Comp Plan Committee led by Guy Brown began a series of meetings to fine tune the Plan.
- At the March 2024 Planning and Zoning meeting the Comp Plan Committee along with the City Consultant Stephen Cook of Dunaway presented the Plan to the Commissioners for their consideration.
- At the April Planning and Zoning meeting the Commissioners discussed and voted 5-0 to forward a recommendation of approval to the City Council.
- Work sessions held by City Council on June 10, 2024, and June 24, 2024.

All the changes that were requested at the work session have been made and the Comp Plan has been updated to reflect Councils comments. New books have been printed and distributed.

Chapter 213 of the Texas Government Code grants the City the power to adopt a comprehensive plan for the purpose of promoting sound development and the public health, safety, and welfare of the City. In compliance with the laws of the State of Texas, the City has given all the required notices, held the required public hearings, conducted numerous community meetings, public input sessions, stakeholder interviews, joint work sessions, focus groups, and other forms of community input to all property owners generally, the citizens of the City of Hutchins, and to all interested persons regarding the 2024 Comprehensive Plan.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

YES

Staff Recommendation

Staff recommends approval.

Supporting Documentation and Attachments

**CITY OF HUTCHINS
NOTICE OF PUBLIC HEARING**

The City Council of the City of Hutchins will hold a Public Hearing on Monday, July 15th, 2024, at 6:30 p.m. in the Hutchins City Council Chambers located at 321 North Main Street, Hutchins, Texas 75141 to receive public comment on the proposed Comprehensive Plan for the City of Hutchins and to consider a recommendation for approval of the Comprehensive Plan by the Planning and Zoning Commission.

Additional information may be obtained by contacting Tim Rawlings, Building Official at 972-225-6121, Ext. 111.

Tim Rawlings
City of Hutchins

	New Residential Acres	Units (6.2 DUA)	Potential Population (3.82 persons per DU)
OPT A	317.85	1,971	7,528
OPT B	231.14	1,433	5,474
			<i>Option B: 2,054 less than Option A</i>

**CITY OF HUTCHINS, TEXAS
ORDINANCE NO. 2024-07-1193**

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, ADOPTING THE 2024 COMPREHENSIVE PLAN FOR THE CITY; DIRECTING USE OF THE NEW COMPREHENSIVE PLAN IN CONSIDERATION OF FUTURE DEVELOPMENT DECISIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hutchins, Texas is a general law municipality empowered under the laws of the State of Texas to enact ordinances for the furtherance of public health, safety, and welfare; and,

WHEREAS, Chapter 213 of the Texas Government Code grants the City the power to adopt a comprehensive plan for the purpose of promoting sound development and the public health, safety, and welfare of the City; and

WHEREAS, the City’s population and other demographic characteristics have changed to necessitate review, discussion, and formulation of a comprehensive plan to determine whether changes regarding land use, transportation, parks and open spaces, public utilities, and City facilities and will facilities the movement of people and good and the health, safety, and welfare of the citizens of the City; and,

WHEREAS, on April 18, 2024, a public hearing was conducted by the Planning and Zoning Commission at which members of the public were given the opportunity to give testimony and present written evidence regarding the comprehensive plan; and,

WHEREAS, on July 15, 2024, a public hearing was conducted by the City Council at which members of the public were given the opportunity to give testimony and present written evidence regarding the comprehensive plan; and,

WHEREAS, in compliance with the laws of the State of Texas, the City has given all the required notices, held the required public hearings, conducted numerous community meetings, public input sessions, stakeholder interviews, joint work sessions, focus groups, and other forms of community input to all property owners generally, the citizens of the City of Hutchins, and to all interested persons regarding the 2024 Comprehensive Plan described herein, the City Council deems it is in the best interest of all its citizens to adopt the 2024 Comprehensive Plan of the City of Hutchins.

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

SECTION 1. Pursuant to Chapter 213 of the Texas Local Government Code, the Comprehensive Plan attached hereto as Exhibit “A” (“Comprehensive Plan”) is hereby adopted. The Comprehensive Plan adopted hereby reflects the goals, objectives, and strategies of the City Council for the long-range development of the City.

SECTION 2. That the Comprehensive Plan shall serve as a guideline for the City’s adoption or, or amendment(s) to the City’s various development regulations. The Comprehensive Plan shall not constitute zoning regulations or establish zoning district boundaries.

SECTION 3. 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 4. 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 5. That this Ordinance shall become effective from and after its date of adoption as provided by law, and it is so ordained.

IT IS ACCORDINGLY SO ORDAINED.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ON THIS THE 15TH DAY OF JULY, 2024.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(07-02-2024:4892-7957-4477, v. 1)



STAFF REPORT

MEETING DATE: July 15, 2024
MEETING TYPE: City Council
SUBMITTED BY: Mamun Yusuf
AGENDA CAPTION: Old Police Building to Animal Shelter conversion

Background Information

Ron Hobb Architecture & Interior Design prepared a plan to convert the old police building to animal shelter. Most of the work will be performed by the Public Works Dept. and maintenance contractor. Estimated renovation cost is \$150,000 including the Kennels.

Budget Implications

\$150,000.00

Operational Impact

N/A

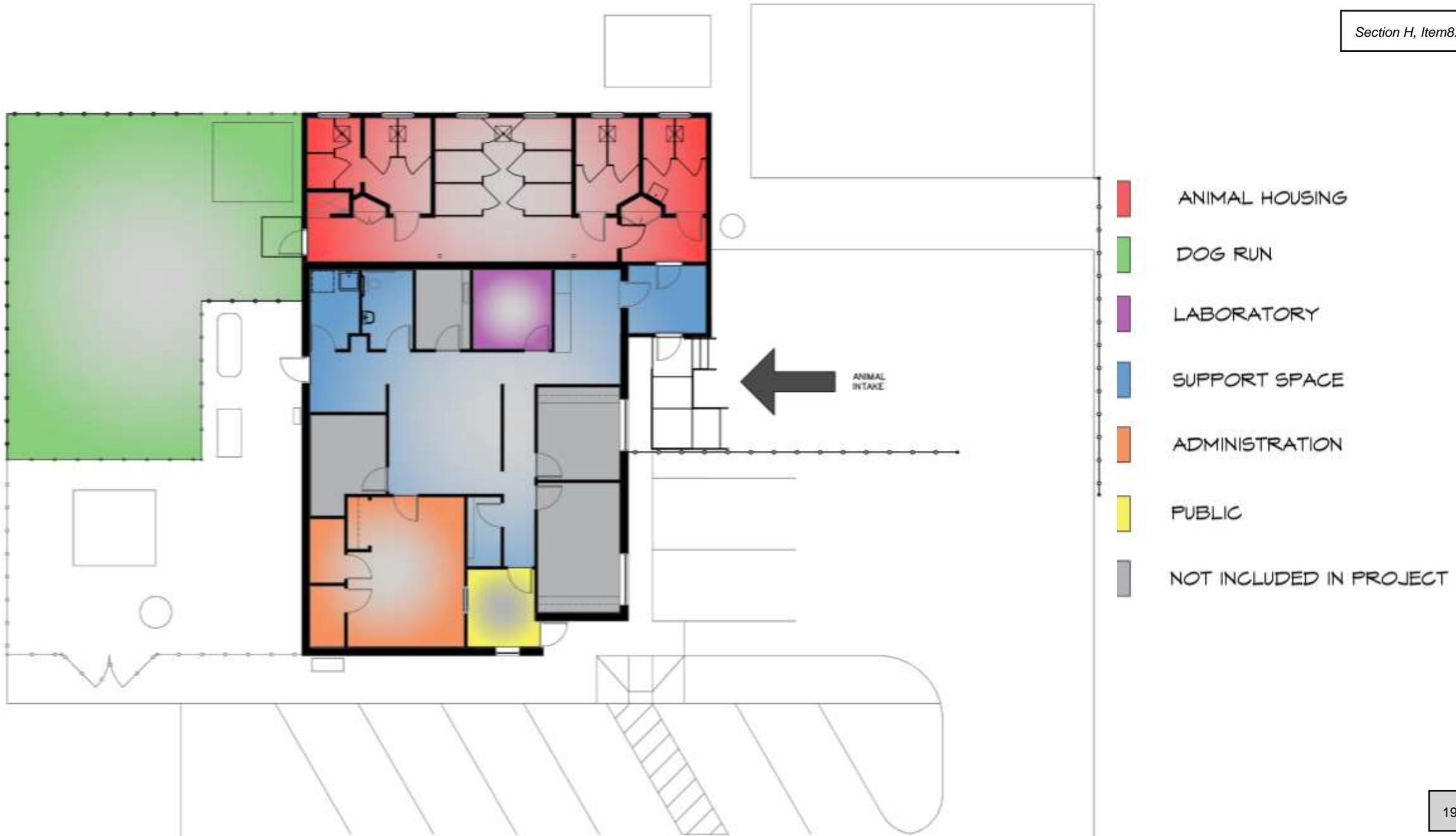
Legal Review

N/A

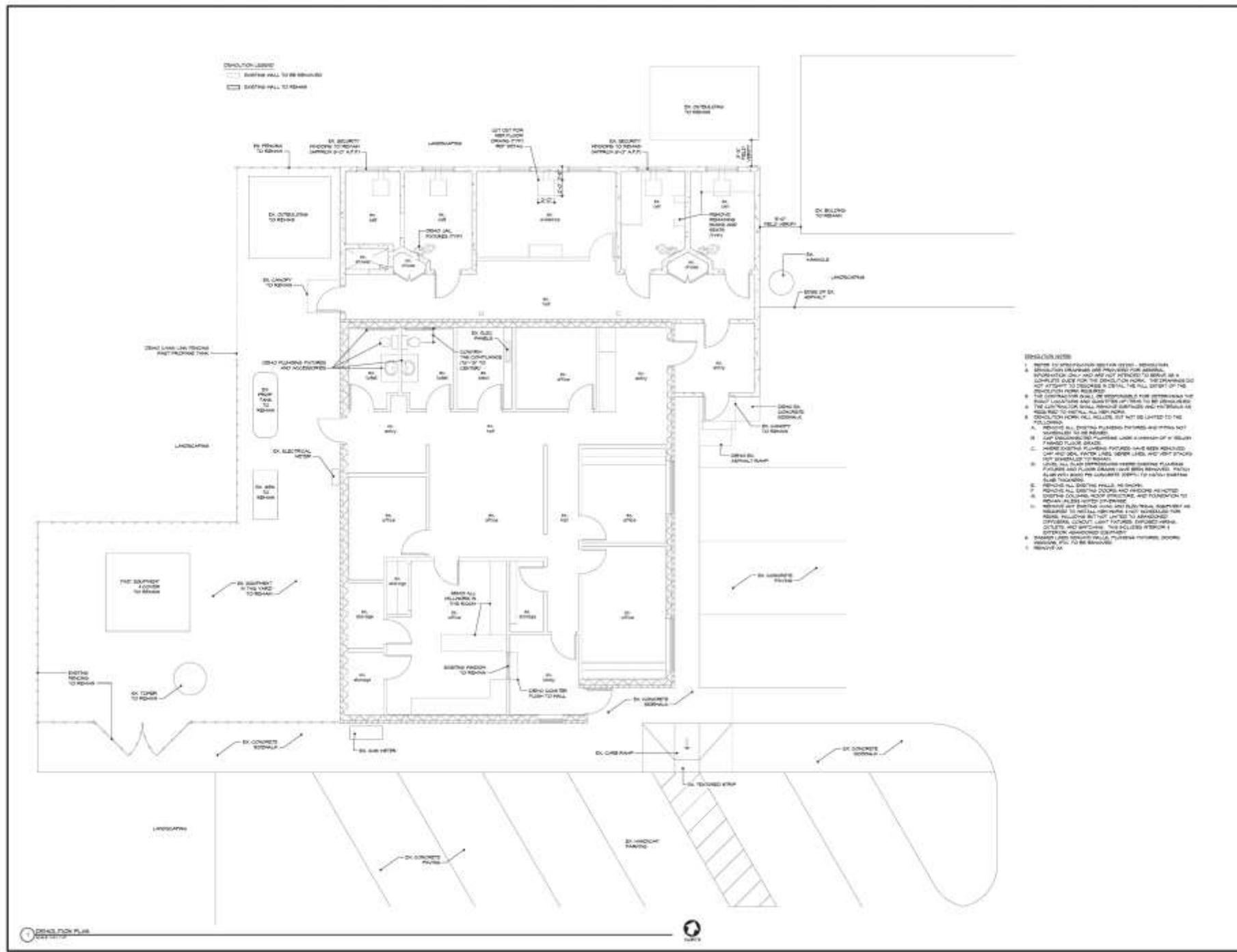
Staff Recommendation

Staff recommends approving resolution R2024-XX-XXXX

Supporting Documentation and Attachments



Section H, Item 8.



- DEMOLITION NOTES**
1. REFER TO APPROVED SET FOR OTHER DEMOLITION NOTES.
 2. DEMOLITION OPERATIONS ARE TO BE CONDUCTED IN ACCORDANCE WITH THE CITY OF HOUSTON'S DEMOLITION ORDINANCE AND ALL APPLICABLE REGULATIONS. THE CONTRACTOR SHALL NOT ATTEMPT TO DISOBEY OR CIRCUMVENT THE FULL SCOPE OF THE DEMOLITION ORDER REQUIREMENTS.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HOUSTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) PRIOR TO THE START OF DEMOLITION WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HOUSTON AND TxDOT PRIOR TO THE START OF DEMOLITION WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HOUSTON AND TxDOT PRIOR TO THE START OF DEMOLITION WORK.
 4. DEMOLITION WORK SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:
 - A. REMOVE ALL EXISTING PLUMBING FIXTURES AND FITTINGS NOT SHOWN TO BE REMAIN.
 - B. CAP/DECOMMISSION PLUMBING UNDER A CONDITION OF A SECURITY FENCED TOWER BEARS.
 - C. REMOVE EXISTING PLUMBING FIXTURES HAVE BEEN IDENTIFIED AND CAP/DECOMMISSION UNDER A CONDITION OF A SECURITY FENCED TOWER BEARS.
 - D. REMOVE ALL EXISTING PLUMBING FIXTURES HAVE BEEN IDENTIFIED AND CAP/DECOMMISSION UNDER A CONDITION OF A SECURITY FENCED TOWER BEARS. ALSO WILL REMOVE PLUMBING FIXTURES AND FITTINGS UNDER A CONDITION OF A SECURITY FENCED TOWER BEARS.
 - E. REMOVE ALL EXISTING WALLS, AS SHOWN.
 - F. REMOVE ALL EXISTING DOORS AND WINDOWS AS SHOWN.
 - G. REMOVE ALL EXISTING ROOF STRUCTURE AND FOUNDATION TO REMAIN AS SHOWN ON DRAWING.
 - H. REMOVE ALL EXISTING LAND AND UTILITIES EQUIPMENT AS SHOWN TO REMAIN AS SHOWN ON DRAWING. REMOVE ALL EXISTING LAND AND UTILITIES EQUIPMENT AS SHOWN TO REMAIN AS SHOWN ON DRAWING. REMOVE ALL EXISTING LAND AND UTILITIES EQUIPMENT AS SHOWN TO REMAIN AS SHOWN ON DRAWING.
 - I. REMOVE ALL EXISTING LAND AND UTILITIES EQUIPMENT AS SHOWN TO REMAIN AS SHOWN ON DRAWING. REMOVE ALL EXISTING LAND AND UTILITIES EQUIPMENT AS SHOWN TO REMAIN AS SHOWN ON DRAWING.
 - J. REMOVE ALL EXISTING LAND AND UTILITIES EQUIPMENT AS SHOWN TO REMAIN AS SHOWN ON DRAWING. REMOVE ALL EXISTING LAND AND UTILITIES EQUIPMENT AS SHOWN TO REMAIN AS SHOWN ON DRAWING.
 5. REMOVE ALL EXISTING WALLS, PLUMBING FIXTURES, DOORS, WINDOWS, ETC. TO BE DEMOLISHED.
 6. REMOVE ALL

DATE DATE:
M. A. 2014

REVISIONS:

HUTCHINS ANIMAL SHELTER
 PART OF THE
RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP
PHASE 10 - DEMOLITION
 614 WEST WASH STREET, SUITE 200, CARLETON, TEXAS 77408

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

JOB NUMBER
2420

SHEET NUMBER
DEMOLITION PLAN
D101



STAFF REPORT

MEETING DATE: July 15, 2024

MEETING TYPE: City Council

SUBMITTED BY: Cynthia Olguin

AGENDA CAPTION: Discuss and consider nominations to the Board of Trustees of the Texas Municipal League Intergovernmental Risk Pool. Presented by: Cynthia Olguin

Background Information

TML Intergovernmental Risk Pool has notified the city of the period for nominating four positions to the Board of Trustees. The Board of Trustees consists of fifteen voting members, twelve of whom are elected by the Risk Pool's membership.

Every even-numbered year, the term of office for one-third of the elected Trustees expires. The term for Trustees in Places 11, 12, 13, and 14 expires on October 1, 2024. Those places are currently held by the following:

- Place 11 – Randy Criswell, City Manager, Wolfforth
- Place 12 – Allison Heyward, Councilmember, Schertz
- Place 13 – Harland Jefferson, Deputy City Manager, Burleson
- Place 14 – Mike Land, City Manager, Coppell

The Board of Trustees meets quarterly at rotating venues throughout the State, as determined by the Board. The duration of each meeting ranges from one eight-hour day or two eight-hour days.

Nomination Process:

- The governing body of each Member of the Pool may nominate one qualified person for the election.
- Each Board member is elected to a designated Place on the Board and all nominations must show which of the Places for which the nomination is made.
- Eligibility requirements for Place 13 must be an elected official or employee of any Pool Member (Pool Members include utility districts, COG's, and municipalities).
- Eligibility requirements for Places 11, 12 & 14 must be only elected officials or employees of a municipality that is a Pool Member. (Only elected officials or employees from a municipality)
- Nominations must be mailed to the Board Secretary, with a short biographical sketch of the nominee.
- The Board Secretary will distribute a ballot to each Pool Member by August 17, 2024, for action.

Supporting Documentation and Attachments

- TMLIRP Memo
- List of TMLIRP Trustee Members and the date their terms expire



June 17, 2024

TO: All TML Intergovernmental Risk Pool Members
FROM: David Reagan – TMLIRP Board Secretary
RE: Nominations to the Board of Trustees of the Texas Municipal League Intergovernmental Risk Pool

It’s time for nominations to fill four positions on the TML Intergovernmental Risk Pool Board of Trustees. The Board is comprised of fifteen voting members, twelve of whom are elected by the Pool’s membership to serve staggered, six-year terms.

- **WHO/WHAT:** Every even-numbered year, the term of office for one-third of the elected Trustees expires, and an election is held to fill those designated Places. Terms for Trustees in Places 11-14 expire October 1, 2024. (Place 15 is an appointed, rather than elected, public member.) Those places are currently held by the following individuals:
 - Place 11 – Randy Criswell, City Manager, Wolfforth
 - Place 12 – Allison Heyward, Councilmember, Schertz
 - Place 13 – Harlan Jefferson, Deputy City Manager, Burleson
 - Place 14 – Mike Land, City Manager, Coppell

The composition of the entire Board is on the back of this notice. Eligibility requirements for Places 11-14 are as follows:

- Place 13 – Elected official or employee of any Pool Member
 - Place 11, 12, & 14 – Only elected officials or employees of a municipality that is a Pool Member
- **WHEN:** Nominations must be received by the Board Secretary at the address below by 11:59 p.m. on Friday, August 2, 2024.
 - **WHERE/HOW:** Each Board member is elected to a designated Place on the Board, and all nominations must show WHICH of the Places – 11, 12, 13, or 14 – for which the nomination is made. (No residency or other requirement applies.) The governing body of each Member of the Pool may nominate one qualified person for the election. Nominations must be mailed to the Board Secretary, with a short biographical sketch of the nominee and showing the designated Place for which the nomination is made, to the following address:

Trustee Nomination
 Board Secretary
 P. O. Box 149194
 Austin, Texas 78714-9194

The Board Secretary will distribute a ballot to each Pool Member by August 17, 2024. Questions? Contact David Reagan, Board Secretary, at 512-491-2300.

Current Texas Municipal League Intergovernmental Risk Pool Board of Trustee Members and the date their terms expire include:

<u>Place 7</u> Mary M. Dennis, Chair Mayor, City of Live Oak	(Oct. 1, 2028)	<u>Place 10</u> Michael Alexander Appointed Public Member	(Oct. 1, 2028)
<u>Place 5</u> Bert Lumbreras Appointed Public Member	(Oct. 1, 2026)	<u>Place 11</u> Randy Criswell, City Manager, City of Wolfforth	(Oct. 1, 2024)
<u>Place 1</u> Vacant	(Oct. 1, 2026)	<u>Place 12</u> Allison Heyward Councilmember, City of Schertz	(Oct. 1, 2024)
<u>Place 2</u> J.W. Buzz Fullen Mayor, City of Henderson	(Oct. 1, 2026)	<u>Place 13</u> Harlan Jefferson Deputy City Manager, City of Burleson	(Oct. 1, 2024)
<u>Place 3</u> Jeffrey Snyder City Manager, City of Plainview	(Oct. 1, 2026)	<u>Place 14</u> Mike Land City Manager, City of Coppell	(Oct. 1, 2024)
<u>Place 4</u> Austin Bleess City Manager, City of Jersey Village	(Oct. 1, 2026)	<u>Place 15</u> Rickey Childers Appointed Public Member	(Oct. 1, 2024)
<u>Place 6</u> Kimberly Meisner Assistant City Manager, City of Kerrville	(Oct. 1, 2028)	<u>TML Representative</u> Holly Gray-Moore Mayor Pro Tem – Ward 1, City of Roanoke	
<u>Place 8</u> Chris Coffman City Manager, City of Granbury	(Oct. 1, 2028)	<u>TML Representative</u> Bennett Sandlin Executive Director, Texas Municipal League	
<u>Place 9</u> Opal Mauldin-Jones. City Manager, City of Lancaster	(Oct. 1, 2028)		